



TOWN OF WINCHESTER SELECT BOARD'S MEETING
SELECT BOARD MEETING ROOM

A. 6:30 P.M. OPENING

Notification of Meetings and Hearings (open to public)..... 6:30 PM

- Monday, May 4, 2020 – Regular Session
- Monday, May 18, 2020 – Regular Session

B. ACCEPTANCE OF DONATIONS

C. TOWN MANAGER REPORT AND COMMENTS

1. Appointments: Reclassifications - Athena Byford to S25 Senior Clerk II and Maureen Oliver to S27 Principal Clerk
2. General Topics

D. MATTERS FROM THE AUDIENCE

E. COMPTROLLER'S REPORT

F. LICENSES

G. HEARINGS

H. BUSINESS

1. State of Emergency
2. Update on Cable TV License Renewal Processes
 1. Verizon
 2. Comcast
3. Approval of Request for Response for submission to Comcast
4. FY21 Budget
5. TWK Change of DBA

Documents:

[COVIDRESPONSE\(1\).DOCX](#)
[WINCAM ASCERTAINMENT DOCUMENT.PDF](#)
[WINCHESTER REQUEST FOR COMCAST RESPONSE TO ASCERTAINMENT DRAFT 04.13.20.PDF](#)
[APPENDIX C WINCHESTER ADDITIONAL RFP LEGAL PROVISIONS 04.24.20 SENT TO SELECT BOARD 04.24.20.PDF](#)

I. CONSENT AGENDA

J. COMMUNICATIONS AND WORKING GROUP REPORTS

Letter from the Commissioners of Trust Funds

Documents:

[COVID LETTER MARCH 2020 COTF.PDF](#)

K. EXECUTIVE SESSION (CLOSED TO PUBLIC)

1. MGL Ch. 30 §21(a) 6 - To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have detrimental effect on the negotiating position of the governmental body.
2. MGL Chapter 30 §21(a) 2 & 3 – Negotiation strategy non-union personnel and collective bargaining strategy. (Health Insurance)

April 13, 2020

WinCAM's Response during COVID-19

1. The Hub of Digital Information

Once it became clear that the spread of COVID-19 was a serious problem and that dependable local communication was going to be a necessity, WinCAM took action. The staff set up a dedicated page on the organization's website – wincam.org/covid19info, and began the task of collecting information on delays, closures and new regulations from the Town of Winchester, civic groups and other non-profits. By participating in weekly remote calls with other key groups in town, WinCAM was able to create this hub of information for the residents to use. It has been updated on a daily basis since it was created. This webpage contains independent slides for groups wishing to make announcements available on easy to read carousels as well as a video player for local video related to COVID-19 and updated video of the daily press conferences held by Massachusetts Governor, Charlie Baker.

During the early times of the pandemic, specifically the weeks of March 23, 30 and April 6, WinCAM suspended all regular programming on all channels during the hours of 9 am and 6 pm in favor of a scrolling list of news, updates and video from the Town of Winchester and its various groups, committees and organizations.

2. Programming During Crisis

Although WinCAM needed to eventually have many staff members working remotely in the name of safety, the infrastructure in place has allowed staff to continue to operate at peak efficiency. Special modes of content delivery have been devised and the following highlights have been produced to date:

- Remote Meetings of the Selectboard, School Committee & Planning Board. WinCAM has not missed one regularly scheduled meeting of these three boards since the crisis started, even when they met simultaneously. Winchester residents have been able to stay informed of the workings of Town Government in a quality they've come to expect.
- Recording of the Annual Brennan Lecture: Every year, a special speaker appears at the Jenks Center, Winchester's community center. This year, because of the orders of the Governor, the Brennan Lecture would have to be cancelled. This was especially problematic as Dr. Jeffrey Drazen was set to deliver his informative talk: *The Unfolding Story of the Coronavirus*. WinCAM was able to bring Dr. Drazen to the studio to record the talk and premiere it on the air at the exact date and time it was originally scheduled to be done live.
- Remote Storytelling with the Winchester Public Library: WinCAM has been able to produce and air 12 readings by teachers and librarians for children to enjoy with more on the way.
- Senior Exercise Programs: WinCAM has teamed up with one of the fitness instructors at the Jenks Center to produce exercise videos specifically targeted at residents over the age of 60 who wish to stay in shape during this crisis but who cannot attend their regular fitness classes.
- Daily Updates from the Governor of Massachusetts. WinCAM staff is staying connected longer to download and re-air the daily press conferences of Governor Charlie Baker on both the Public and Government channels at different times on a daily basis. Where residents will get only a

snippet of the press conference on their local news, they have the option of watching the whole thing on community television at regular times.

- Special Religious Services: Many residents of Winchester observe the Christian tradition that is Holy Week, but are unable to attend services. WinCAM teamed up with a local parish to deliver daily masses and special Holy Week content to residents – even airing the Easter Sunday mass on television mere hours after it was recorded earlier in the day.
- Special Messages from Town Leaders: To date, WinCAM has recorded and aired informational messages from the Town Manager, Town Clerk, Town Health Officer, Head of Department of Public Works, Fire Chief, Police Chief, School Superintendent and more.



DOCUMENT OF CURRENT OPERATIONS AND FUTURE REQUIREMENTS

Prepared by Winchester Community Access & Media, Inc.

Updated April, 2020

TABLE OF CONTENTS:

I. INTRODUCTION	1
A. Goals of Negotiation	1
B. Statement of Need	1
II. HISTORY	2
A. Winchester High School Years	2
B. Move to Swanton Street	3
III. CURRENT STATE of WinCAM	4
A. Board & Staff	4
1. Titles & job descriptions	4
2. Brief bios & organizational roles	4
B. Facilities	5
1. Base of operations	5
a. Swanton Street facility	5
b. Expansion of 2018	6
c. Multipurpose Room Usage	6
2. WHS satellite office	7
3. Municipal & Educational production spaces	7
4. Municipal connectivity	8
C. Membership	8
1. Membership description	8
2. Member count & breakdown	8
3. Organizations served by WinCAM	9
D. Training	10
1. Core classes & description	10
2. Certification numbers	10
E. Programming	12
1. WinCAM channels & descriptions	12
2. Programming highlights	13
F. WinCAM in the Community	14
1. Relationship with local government & town departments	14
2. Relationship with public schools	14
3. Community Engagement	15
IV. ENVISIONING THE FUTURE	16
A. Challenges & Opportunities	16
1. The role of the community media center	16
2. Strategic Planning	16
B. Staffing Needs	17
1. Current and proposed organizational charts	18
C. Capital Needs	20
1. Where additional equipment is needed	20
D. Local Programming	21
1. High Definition Programming	21
2. Channel Numbering and Placement	21
3. Electronic Program Guide	21
4. Video On-Demand	22
5. Closed Captioning	22
E. Calculating Operational Needs	22
F. Calculating Capital Needs	23

V. APPENDICES

24

A. Letters of Support

34

B. Press Clippings & Thank You Notes

I. INTRODUCTION

A. Goals of Negotiation

This document illustrates the history of community involvement, the administration of video production services and local broadcasting practices provided by Winchester Community Access & Media Inc (WinCAM) over the last decade. Also included is an outline of its future financial needs.

WinCAM hopes to use this document as a basis for discussion with Comcast Corporation concerning the renewal contract to provide community media services in Winchester, Massachusetts.

Taking into consideration the needs and stated interests of the Town and its residents, WinCAM has prepared this document in good faith and with the sincere belief that community media has a role in shaping the future of the town. As evidenced in this document, WinCAM is not just an origination point for local content. WinCAM is an institution of learning, a community center, a historical archive and an integral community partner.

B. Statement of Need

The community demand for services offered by WinCAM has never been higher. Over the course of the last contract, WinCAM has made community involvement its highest priority. From the Board of Directors down to the staff and members, the goal has always been to become an invaluable asset to the Town. WinCAM has broadened its scope a great deal over the years, increasing its offerings and partnering with organizations, businesses and government bodies. As a model PEG center, WinCAM faces both challenges and opportunities in each of the three designations:

The PUBLIC aspect of operations has flourished over the last decade as WinCAM has become a trusted resource for residents, businesses and organizations of Winchester. WinCAM requires funding to continue its efforts of media literacy, video collaboration and digital entertainment.

On the EDUCATION front, WinCAM has made the public school system and its students a huge priority in its plans, opening a secondary office within the production area of Winchester High School to foster after school activities and serve as a hub for educational programming. WinCAM plans to continue outreach into every grade level, serving the needs of students, educators, coaches and administrators.

Production of quality GOVERNMENT access also requires multiple resources. Over the last contract, WinCAM added Winchester Planning Board meetings to its regular offerings of School Committee, Select Board, Town Election and Town Meeting Coverage. WinCAM would like to add more municipal meeting coverage and is actively working with the town to add more coverage of municipal events.

Winchester is an active and vibrant community, and WinCAM strives to match that sense of pride and activism. Since its inception in 2000, WinCAM has worked hard to ingratiate itself with the community. And while this mission may be headed in the right direction, continued vigilance will be needed well into the future.

II. HISTORY

A. Winchester High School Years

Prior to 2000, the one cable provider in Winchester (at the time MediaOne) operated the PEG access station in Winchester. At the time of the 2000 renewal negotiations with MediaOne, it was clear they were no longer interested in the operation of the local stations. This license-operated station was located in Winchester High School. MediaOne offered to turn over all of its PEG access assets to the town, or, if the town preferred, a new non-profit set up by the town.

The Select Board (then the Board of Selectmen) opted to set up a separate 501(c)(3) corporation, and, WinCAM was created. In addition to turning over the assets being used for PEG access, MediaOne made a large capital payment and negotiated to pay the federally mandated franchise fee to WinCAM.

WinCAM's Board initially consisted of 5 members. Four of the original 5 were appointed by the Board of Selectmen and one was appointed by the School Superintendent. After the initial terms of appointment, the Board of Selectmen continued to appoint two members of the WinCAM board and WinCAM members elected two other board members. The original board terms were of varying lengths so that, going forward, the three-terms would expire in different years. In 2013, WinCAM amended its By-laws to allow for expansion of the Board to 9 members.

Under the terms of the agreement between WinCAM and the Town and School Department, WinCAM provides coverage of Select Board and School Committee meetings. It also covers Town Meeting, WHS Graduation, and Town elections. WinCAM took over the space at WHS previously occupied by the cable company and the equipment therein. WinCAM's rent at WHS was \$1.00 annually.

WinCAM's obligations included operating and maintaining a community TV studio, as well as arranging for and providing coverage of Town meetings, as noted above. In addition, WinCAM would provide a community bulletin board for local announcements, weather alerts, school closings, PSAs and so on. Additionally, WinCAM covered school sports, plays, concerts, graduation, Town Day, summer concerts, and other events and programs deemed of interest to Winchester residents. WinCAM also trained residents and others with an interest in the town to become access producers who would then provide their programming to WinCAM.

Initially, WinCAM employed two full time staffers - a Station Manager and a Program Director. A part-time Administrative Assistant, who headed up the outreach efforts also joined the staff. Municipal meetings were usually covered by contractors and volunteers. Larger meetings and events, especially when going live, were covered by both staffers and volunteers. For a few years, WinCAM also had a volunteer Sports Director.

WinCAM provided programming during its regular hours of operation (or until a meeting or event ended) on its 2 channels. One channel was for Public programming and the other for Education and Government programming. When not showing locally produced programming, the channels would show the community bulletin board and imported programming, especially educational programming. Over time, the hours of programming increased and WinCAM now offers programming 24/7. In between scheduled programming, WinCAM airs the community bulletin board, supplemental commercial-free programming and PSAs.

By 2009, WinCAM was looking to expand to 3 channels and began taking steps to fulfill the requirements under the cable licenses to obtain the third channel. In 2010, WinCAM was able to document that it had fulfilled these requirements, and in 2011, was granted a third channel by both Comcast (successor to MediaOne) and Verizon.

In our early years, we carried many events live - Board of Selectmen, School Committee and Town Meeting, Town Day, sporting events, such as basketball and Thanksgiving Day football, the High School Promenade and Graduation, Concerts on the Common, LWV Day at the Races, to name a few. Changes in technology made it more difficult to go live in the field, where we didn't have built in remote access. But, more recent capital investments made by WinCAM have made it possible to go live from the field again.

Early members of WinCAM were very active, producing several award winning series. From the creation of WinCAM, many local non-profits joined WinCAM as well, to develop programming to showcase their services. WinCAM had always drawn interest from high school students, who would help in covering school sports and other events and town events or meetings. WinCAM started a Middle School Club which met at the station and expanded the number of youth producers. Even grade school students have taken advantage of WinCAM through participation in Mentor programs at the schools, special classes, cub scout and brownie visits, and summer programs.

B. Move to Swanton Street

In 2014, Winchester High School engaged in a three-year renovation project. WinCAM was offered space in the new high school, but would have to relocate during construction so that the space could be demolished, rebuilt and used for temporary classrooms. The organization signed a lease to rent approximately 3,000 square feet of space at 32 Swanton Street, just two blocks away from the high school. Being so close allowed WinCAM to continue its work with high school students. In fact, it seemed they enjoyed going to a place that was outside of the regular school building and student memberships actually increased from 2014 to 2015.

As the high school renovation finished and the initial term of WinCAM's lease was set to expire, the decision was made by the WinCAM board to seek an additional lease term at 32 Swanton Street, rather than move its operations fully back to WHS. This decision was based on the appeal of having a storefront for the organization as well as the question of future space needs at the high school. WinCAM continued to negotiate with the Winchester Public Schools in order to secure a small amount of space in the high school as a satellite office. An agreement was reached in late 2017 which afforded WinCAM rent-free space in the high school in exchange for in-kind equipment donations and the operation of after school programs at WHS.

WinCAM also reached a lease extension agreement with the property owners at 32 Swanton Street in early 2018 and then renegotiated again when more space within the building became available. With the addition of more square footage, WinCAM was able to expand its operations and offer more benefit to the town. All this maneuvering, while beneficial to the residents and employees of the town, have had a significant financial impact on WinCAM. After operating at \$1.00 per year for rent, WinCAM now finds itself paying approximately \$1.00 per square foot, per month. This is more than a 7,000% increase from 2013 to 2018.

III. CURRENT STATE of WinCAM

A. Board & Staff

The organization is governed by a nine-member board of diverse Winchester residents who are dedicated to the preservation and cultivation of community media in the town. Two members are appointed by the Winchester Select Board, one is appointed by the Superintendent of Schools, three are WinCAM member-elected and three are board-appointed. The terms of the members are typically three years and are staggered as stated in the organizational bylaws.

Elections for member-elected seats are held at WinCAM's Annual Membership Meeting each November. Meetings of the Board of Directors are open to WinCAM members or to members of the general public, unless an Executive Session is called for. The board will traditionally meet at least ten times per year.

WinCAM Board of Directors, 2019 – 2020

Melodie Wing, President (Appointed by Select Board)
Allan Eyden, Treasurer (Board Appointed)
Shaun Macannuco, Clerk (Board Appointed)
Peter Pongratz (Appointed by Select Board)
Andrea Zampitella (Appointed by Superintendent)
Linda Doucette, Clerk (Member Elected)
Wei Han (Member Elected)
Ruba Gnanaratnam (Member Elected)

WinCAM Staff, 2020

The staff of WinCAM is comprised of two full time and two part-time employees. Each employee is charged with a certain amount of daily and ongoing duties, as well as shared responsibilities. Between the years of 2013 and 2019, WinCAM had always operated with three full time employees. However due to the uncertainty of the financial future, WinCAM has been operating with a smaller staff for the last year.

David Gauthier, Executive Director. Hire Date: 2/2/2011 - David Gauthier has worn many hats in community media for over twenty years. A lifelong resident of Salem, MA, he plied the trade different Massachusetts stations for over a decade before joining the team at WinCAM in 2011. David is responsible for WinCAM's daily operation as well as planning for its future. He is a coach and a mentor, fond of the challenge of working with young people. Dedicated to preserving the future of community media, David joined the Board of Directors of MassAccess, a statewide advocacy agency, in 2014. He currently serves as the President of the organization. David is a current member of the City of Salem's Cable Television & Technology Committee.

Suzette Ferdinand, Operations Manager. Hire Date: 5/19/14 - As the Operations Manager, Suzette is responsible organizing and facilitating all areas of production for the organization as well as the development and practice of member training. She joined WinCAM in 2014 and has been involved with community media since 2006; holding previous employment at Wellesley Media, as well as internships throughout the years at various media centers. Suzette holds a BS degree from the University of Hartford in Multimedia with a specialization in Television Production. Having a passion for editing comes in handy, as she loves to be inventive when it comes to developing new concepts for projects.

Dane Sellards, Public Access Coordinator. Hire Date: 1/6/20 – Dane has been with WinCAM for just a few months but has already demonstrated a tireless work ethic and an easy demeanor for working with aspiring video producers. Dane is currently charged with programming the public access channel as well as producing content and helping to organize member coverage of community events.

Jon-Erik O’Neil, Government Access Coordinator. Hire Date: 11/26/18 – A native of New Hampshire, Jon has a background in community media dating back over a decade. In his time at WinCAM, Jon has demonstrated a solid work that resulted in a promotion to a Level 2 part-time employee in 2019. Jon schedules and produces content for the government access channel and also heads up the after school youth video programs for middle school and high school aged students. Under Jon’s directions, the youth video program has covered live events and sports for broadcast.

B. Facilities

1. Swanton Street:

Since February of 2014, the base of operations for WinCAM has been rented space located at 32 Swanton Street. This move out of Winchester High School was necessitated by a three-year renovation project of the school and was originally intended to be a temporary move. This move also came at a substantial cost to the organization, so the thought of repeating the process was not an attractive one. The following chart breaks down the costs associated with WinCAM’s move of 2014.

ITEM	COST
Architecture	\$12,600
Construction	\$219,225
Infrastructure	\$4,000
Fiber	\$16,988
Furnishings	\$15,136
Moving & Storage	\$1,845
Signage	\$6,582
Production Equipment	\$24,085
TOTAL	\$300,471

Capital expenditures were just one factor in the equation. Moving out of the high school into rented space meant that WinCAM now had to pay rent. Instead of \$1 a year which was the rate at WHS, the organization was now faced with a rental rate of \$1 per square foot per month, with increases each year.

The WinCAM facility at 32 Swanton Street started out as a 3,000 square foot floorplan which featured three staff offices, two production studios, a conference room, a community editing room, a kitchenette, server room and limited storage. *Studio A* is a traditional large studio space accompanied by a control room across the hall. This studio is equipped with a full lighting grid, dimmer packs, studio cameras and audio inputs for microphones. *Studio B* is more of a small scale, hot-set type of system where smaller productions can be recorded with a remote controlled camera. This space also doubles as a podcast/audio recording studio.

The organization renewed its lease on the space in February of 2018 for an additional five years but learned of an opportunity to expand later that summer. The tenant in the adjacent space was vacating and WinCAM was presented the opportunity to expand its facility to 5,000 square feet. This was a difficult decision because while the extra space meant that WinCAM could increase its offerings and services to the Town, it also meant that both rent and utilities would effectively double.

During the fall of 2018, WinCAM began construction on the expansion of the facility which contains a large multi-purpose community meeting space, a kitchen and break area and additional office and editing spaces. The original plan called for a fully functional kitchen set for cooking shows as well as a secondary control room for production but plans were scaled back due to the uncertainty of future funding. WinCAM hopes to continue to invest in the facility into the future, adding capital equipment and production space based on community need. The following chart breaks down the costs associated with WinCAM’s expansion of 2018.

ITEM	COST
Architecture	\$27,800
Construction	\$350,000
Infrastructure	\$4,000
Furnishings	\$7,000
Production Equipment	\$27,500
TOTAL	\$416,300

Since the opening of the space in 2019, WinCAM has been able to utilize the new assets to further ingratiate itself within the community. The extra space allowed WinCAM to take on a subtenant – another Winchester non-profit called Brio Integrated Theater. Brio – who’s tagline is “Arts for All” works with differently abled individuals, teaching them everything from real life job training to kitchen skills to animation, writing and video production. WinCAM had always enjoyed its relationship with this award-winning non-profit, but now the two organizations can collaborate without ever having to leave the building. Brio won a Massachusetts Creator Award in 2020 for their Music Video, *Perfect*.

The WinCAM multipurpose space has also become a real benefit to the community at large. Several town boards and civic groups have used the room to meet, collaborate and generate content that is then shared on WinCAM’s cable channels. WinCAM has also collaborated with the world-renowned Arthur Griffin Museum of Photography to set up a satellite gallery in the multipurpose space. Below is a partial list of groups and organizations who have used the multipurpose space since it opened in early 2019:

- The Winchester Coalition for a Safer Community
- The Arthur Griffin Museum of Photography
- The Winchester Climate Action Advisory Board
- Winchester High School’s Post-Grad Transition Program
- The Ladies’ Auxiliary of the Sons of Italy
- Winchester Rotary Club
- The Winchester Chamber of Commerce
- The Winchester Republican Committee
- Brio Integrated Theater
- The Network for Social Justice
- Winchester Master Plan Steering Committee

2. Winchester High School:

WinCAM had never fully given up on the idea of returning to Winchester High School. The organization has always enjoyed a fruitful partnership with the public school system and both sides could see the benefit of having WinCAM's presence at WHS. After several years of negotiation, WinCAM and the Winchester Public Schools entered into a formal agreement where WinCAM would have dedicated space at WHS in exchange for providing technical support and for running after school programs in the school's production space.

It is also important to note that WinCAM did not move its connectivity point from Winchester High School during its move or the high school's renovation. The connections to both Comcast & Verizon did move approximately 200 feet from where it was located in the old school but the main point of contact to the cable companies remains at WHS. Having dedicated space at WHS will also allow WinCAM to better monitor this equipment.

This remote facility, configured within the existing WHS studio, control room and edit lab space, is comprised of an office and equipment storage space. The office is situated within the high school edit lab itself, allowing for WinCAM's staff to be ever present for after school activities, fostering production, checking equipment in and out and supporting students during post-production. The storage space connects to the high school production area and WinCAM office to the WinCAM video origination point at WHS and allows WinCAM to safely store remote equipment for student use. It also serves as a point of direct access for WinCAM staff to its connections to the cable companies.

The following chart breaks down the costs associated with the construction of the WHS satellite office in 2018:

ITEM	COST
Architecture	\$1,900
Construction	\$34,000
Infrastructure	\$9,500
TOTAL	\$45,400

3. Remote Production Space:

WinCAM employs and maintains two remote production spaces for municipal meetings: One in Winchester Town Hall and the other at the Parkhurst School, where the school department's Administrative Offices are located. Both of these systems feature remote controlled cameras, wireless microphones (Town Hall only), character generators and full live capabilities. The systems also work with the Town's assisted listening devices for those in need of sound amplification.

The Town Hall system was installed in 2010 and WinCAM representatives use the system to produce live meetings of both the Winchester Select Board and the Winchester Planning Board. Each of these boards meets at least twice a month. The system has had several additions and modifications over the years. The character generator was replaced with a recycled unit in 2016 and new wireless gooseneck microphones were installed at the request of the Select Board in 2017.

With the relocation of the school department's Administrative Offices in 2013, a new system was installed to produce live meeting coverage of the Winchester School Committee. The system is nearly identical to the Town Hall system and is modular enough to be moved if the offices of the school system should relocate.

WinCAM has also spent considerable resources in the high school auditorium. The system installed during the renovation was certainly an upgrade on what was existing in the old school, but it needed some additions in order to be completely functional for live Town Meeting television coverage. The following chart breaks down the costs associated with the installation and maintenance of the remote production systems:

ITEM	COST
Town Hall System – Initial Cost	\$33,500
Town Hall System – Repairs/Additions	\$19,700
Parkhurst System – Initial Cost	\$42,000
Winchester High School Auditorium	\$12,250
Winchester High School Studio/Control Room*	\$75,000
TOTAL	\$182,450

* Estimated cost not spent at time of document authoring

Because production facilities are located in different areas of town, municipal connectivity via fiber optics is essential for WinCAM’s successful production of events and meetings. The Town of Winchester has built and maintained a sophisticated fiber system and WinCAM has connected to this loop with permission from the town. Over the term of the contract, however, relocation and improvements have necessitated investments from WinCAM for fiber connectivity. The cost breakdown of fiber connectivity for WinCAM is reflected in the charts above.

WinCAM also possesses a unit which allows video and audio signals to be broadcast over cellular, WiFi or hardwired internet connection. This capability has increased the organization’s ability to carry events live in areas where live production had not been possible for many years.

C. Membership

All Winchester residents, organizations, institutions and other entities based in Winchester wishing to help produce access programming or wishing to help promote and support access programming in the Town of Winchester are eligible for WinCAM membership. Membership fees collected account for less than 1% of WinCAM’s annual budget. WinCAM offers the following options for membership:

- INDIVIDUAL - \$25 per year
- STUDENT (Through Grade 12) or SENIOR (60+) - \$10 per year
- FAMILY - \$45 per year
- NON-PROFIT ORGANIZATION - \$50 per year
- BUSINESS - \$100 per year

WinCAM has witnessed steady increases in membership nearly every year since 2011 as demonstrated in the following chart:

CALENDAR YEAR	TOTAL MEMBERS	DIFFERENCE
2011	122	-
2012	150	+ 28
2013	150	0
2014	164	+ 14

2015	175	+ 11
2016	186	+ 11
2017	170	- 16
2018	177	+ 7
2019	174	- 3
AVERAGE	163	+ 7/year

Not all organizations served by WinCAM become members of the organization, but many do. The following is a partial list of over 70 organizations who have successfully partnered with WinCAM over the course of the current contract. Organizations who have also joined as members have been italicized.

WinCAM's COMMUNITY PARTNERS	
Autism Housing Pathways	<i>Boston Back Rehab Center</i>
<i>Boston Thamil Association</i>	Boy Scouts
<i>Brio Integrated Theatre</i>	<i>Children's Own School</i>
<i>Chinese American Network of Winchester</i>	Chrysalis Center for Meditaion & Wellness
Cub Scouts	<i>En Ka Society</i>
<i>Family Action Network</i>	<i>First Baptist Church of Winchester</i>
Girl Scouts	<i>Greater Boston Chinese Culture Association</i>
<i>International Church of God</i>	<i>Just a Minute Film Festival</i>
<i>League of Women Voters, Winchester</i>	<i>Live, Learn, Act</i>
MassAccess	Massachusetts Grief Recovery After Substance Passing
Massachusetts Memories Roadshow/Winchester Edition	Miles in Heels Productions
Mystic River Watershed Association	<i>Reprise Events</i>
<i>Russian School of Mathematics, Winchester</i>	Sachem Youth Baseball
<i>St. Eulalia Parish</i>	Sustainable Winchester
<i>Taste of Heaven Ministry</i>	<i>Temple Shir Tikvah</i>
<i>The Griffin Museum of Photography</i>	<i>The Shepherd's House</i>
<i>The Winton Club</i>	Winchester ABC
<i>Winchester Chamber of Commerce</i>	Winchester Climate Action Advisory Committee
Winchester Coalition for a Safer Community	<i>Winchester Community Music School</i>
<i>Winchester Farmers' Market</i>	Winchester Field Development Council
<i>Winchester Foundation for Educational Excellence</i>	<i>Winchester Historical Society</i>
Winchester Hospital	<i>Winchester Multicultural Network</i>
<i>Winchester Pop Warner</i>	Winchester Reads
<i>Winchester Rotary</i>	<i>Winchester Seniors Association</i>
Winchester Sports Hall of Fame	<i>Winchester Star</i>
Winchester Town Clerk	Winchester Town Day Committee
<i>Winchester Unitarian Society</i>	Winchester Veterans' Association
<i>Winchester Youth Center</i>	<i>Wright-Locke Farm Conservancy</i>
Zoo New England	

GOVERNMENT AGENCIES:	Massachusetts Emergency Management Agency
Massachusetts Office of Consumer Affairs & Business Regulation	Middlesex Sherriff's Office
Winchester Archives	Winchester Conservation Commission
Winchester Council on Aging	Winchester Department of Public Works
Winchester Design Review Committee	Winchester Energy Management Committee
Winchester Historical Commission	Winchester Personnel Board
Winchester Planning Board	<i>Winchester Public Library</i>
<i>Winchester Public Schools</i>	<i>Winchester Recreation Department</i>
Winchester School Committee	Winchester Select Board
Winchester Cable Advisory Committee	

D. Training

All WinCAM members are eligible for training in the use of studio equipment and program production. Certification workshops covering basic television production and field, studio and post-production techniques are available on an ongoing basis. These workshops are given under the direction of WinCAM staff or a qualified person approved by the Executive Director. Core classes, offered on an ongoing basis include: *Introduction to Field Production, Introduction to Studio Production in Studio A, Introduction to Photoshop Elements, Introduction to Motion, Canon EOS 70 D Basics, Basic Editing with Final Cut Pro X, Introduction to Studio B, Advanced Editing with Final Cut Pro X, Podcasting Basics.*

The following chart outlines the number of members receiving certification in some of the core workshops in each year between June of 2014 and July of 2018:

		FLD 101 - Field Prod.	EDT 101- FCPX	STU 101 - Studio A	GFX 101 - Photoshop	STU 201 - Podcasting	Totals
2014	Jun	4	0	0	Not offered	Not offered	
	Jul	0	6	0	Not offered	Not offered	
	Aug	6	1	0	Not offered	Not offered	
	Sept	5	6	0	Not offered	Not offered	
	Oct	14	3	3	Not offered	Not offered	
	Nov	2	5	0	Not offered	Not offered	
	Dec	1	0	9	Not offered	Not offered	
	TOTALS:	32	21	12	0	0	65
2015	Jan	0	0	0	Not offered	Not offered	
	Feb	6	6	0	Not offered	Not offered	
	Mar	7	3	0	Not offered	Not offered	
	Apr	3	2	0	Not offered	Not offered	
	May	0	0	3	Not offered	Not offered	
	Jun	2	2	0	Not offered	Not offered	
	Jul	0	3	0	Not offered	Not offered	
	Aug	1	0	2	Not offered	Not offered	
	Sept	0	2	0	Not offered	Not offered	

	Oct	9	0	0	Not offered	Not offered	
	Nov	0	0	0	Not offered	Not offered	
	Dec	7	3	0	Not offered	Not offered	
	TOTALS:	35	21	5	0	0	61
2016							
	Jan	1	1	1	0	1	
	Feb	1	3	2	1	0	
	Mar	13	1	0	0	0	
	Apr	0	0	0	0	2	
	May	5	1	0	1	0	
	Jun	1	3	4	0	0	
	Jul	0	0	0	0	0	
	Aug	1	1	1	0	0	
	Sept	0	0	0	2	1	
	Oct	10	7	0	0	0	
	Nov	9	9	2	0	0	
	Dec				0	4	
	TOTALS:	41	26	10	4	8	89
2017							
	Jan	1	2	0	2	3	
	Feb	0	0	3	0	0	
	Mar	3	3	0	0	0	
	Apr	2	1	0	3	0	
	May	0	3	0	1	3	
	Jun	4	1	0	0	0	
	Jul	1	2	0	2	1	
	Aug	3	0	0	0	2	
	Sep	1	0	2	0	0	
	Oct	12	10	2	1	0	
	Nov	3	3	0	0	0	
	Dec	2	2	0	0	0	
	TOTALS:	32	27	7	9	9	84
2018							
	Jan	1	1	0	2	1	
	Feb	3	3	0	0	0	
	Mar	1	2	0	1	2	
	Apr	4	0	0	0	0	
	May	2	3	0	0	1	
	Jun	1	0	1	0	0	
	Jul	2	2	0	0	0	
	TOTALS:	14	11	1	3	4	33

The totals show that in an average year, 83 certifications are awarded. This may not mean that 83 different people were certified because many will enroll in several workshops especially when they first join. However, the data is a good representation of what an active, constantly renewing membership WinCAM cultivates. Note also that WinCAM has remained flexible in its offerings, changing with the times and creating new workshops to stimulate and educate community members. WinCAM has also been proactive in bringing in guest speakers and vendors to demonstrate different products. These special workshops are designed to offer seasoned members a chance to participate and continue their education past some basic concepts.

E. Programming

WinCAM operated two cable channels from 2000 to 2011, a Public channel and a combined Education & Government channel. In 2011, WinCAM met requirements to add a third channel and split the Education & Government into separate channels. Each channel features non-commercial programming from Winchester and beyond. WinCAM vehemently supports freedom of speech and allows member producers to air programming without bias on the appropriate channels. Programming produced outside of Winchester must be approved by staff or have a resident sponsor in order to be aired.

Programming is supplemented by the Electronic Bulletin Board, which provides announcements of interest and importance on slides developed by WinCAM staff or by programming from outside sources such as Free Speech TV or NASA TV, downloaded from satellite feeds at WinCAM's expense.

WinCAM staff & members have received national recognition from the Alliance for Community Media's *Hometown Media Awards* several times over the course of the contract:

2013 – ***Cherry Vanilla*** – Best Original Teleplay, Youth Category. Lydia Mullan, Producer

2015 – ***O.C.D.*** – Best Experimental Video, Youth Category. Anna Abbanat, Producer

2016 – ***Viewfinder*** – Best Audio Program, Access Center Professional Category.

WinCAM staff, Producers

2017 – ***Viewfinder*** – Best Audio Program, Access Center Professional Category.

WinCAM staff, Producers

In service to the Town, WinCAM carries all meetings live of the Winchester Select Board, the Winchester Planning Board and the Winchester School Committee. WinCAM also provides live coverage of Town Election every year and Town Meeting twice a year. WinCAM provides coverage of several annual events, including but not limited to:

- *Winchester Foundation for Educational Excellence Annual Trivia Bee*
- *Winchester Chamber of Commerce Outstanding Citizen of the Year Award*
- *Winchester Sports Foundation Hall of Fame Induction Ceremony*
- *Winchester High School Graduation*
- *McCall Middle School Graduation*
- *Winchester Rotary Chili-Fest*
- *Winchester League of Women Voters Day at the Races Candidate Forum*
- *Winchester High School Plays and Musicals*

- *Winchester High School Sports (Boys Basketball, Girls Basketball, Boys Volleyball, Girls Volleyball, Wrestling, Baseball, Football, Hockey, Field Hockey)*
- *Winchester High School Promenade*
- *Winchester Town Day*
- *Winchester High School's Mr. WHS*
- *Elementary School Plays and events from Ambrose School, Vinson-Owen School, Lincoln School, Lynch School and Muraco School.*

Along with these annual events, WinCAM staff and members have produced hundreds of hours of content designed to entertain and inform the residents of Winchester. The following is a brief list of highlights:

2009 & 2011 – ***Cal Ripken Baseball World Series*** – Two different times, youth baseball teams from across the country descended on Winchester to vie for a national championship and WinCAM was there both times. In 2009, the regional finals were hosted in Winchester and WinCAM recorded and re-aired half a dozen games. In 2011, the national finals were held in Winchester and WinCAM carried over 20 games live and streamed a multi-camera feed across the country.

2014 – PRESENT – ***Technovation Pitch and Demo Videos*** – Each year, groups of young women from Winchester High School and McCall Middle School compete in an international technology competition by designing mobile applications. WinCAM is on hand to help the teams create the required pitch and demo videos to accompany their entries.

2011 – PRESENT – ***Jenks Center Lectures*** – WinCAM member Melodie Wing records, edits and re-airs these monthly lectures that range in subject from the Arts to local history to travel and beyond. Because many seniors may not be able to attend the lectures in person, this is one of WinCAM's more popular series programs.

2011 – 2012 – ***Winchester.org*** – Produced by WinCAM staff and hosted by WinCAM member, Heather Poduska, this talk show highlighted a different Winchester non-profit each month. The program helped educate the public and provided much needed exposure for many good causes.

2014 – PRESENT – ***Coaches vs. Cancer Fundraiser*** – This annual event features a silent auction, raffles and above all a basketball game to raise funds for the American Cancer Society. WinCAM has brought in special guest broadcasters and carried the game live on several occasions.

2016 – 2017 – ***America Tonight*** – This political talk show was produced and hosted by Winchester middle school student, Aiden Rood. Aiden interviewed State Senators, State Representatives, local officials and candidates for local and state offices.

2015 – 2018 – ***Viewfinder*** – Dubbed “The Podcast that Keeps Winchester in Focus”, Viewfinder featured a WinCAM staff collaboration with the local newspaper, the Winchester Star, and a different guest each week to keep the listening audience up to date on all the community happenings. Viewfinder was recognized nationally two years in a row as the Best Audio Program in the professional category by the Alliance for Community Media.

2016 – 2017 – ***Remembering the 1940's*** – This feature-length documentary was the result of nearly two years of collaboration with the Town Archivist, Town Clerk and students from Winchester High School.

Students interviewed local senior citizens about their memories of the 1940's as we recognized the 75th Anniversary of the U.S. entry into World War II.

WinCAM's programming is a staple in the community. The organization is depended on by its residents to document meetings and events of community interest. Hardly a week ever goes by without a phone call or email from a resident inquiring about a particular program.

F. WinCAM in the Community

Since its inception, WinCAM has strived to be an invaluable member of the Winchester community. WinCAM's mission statement is as follows:

WinCAM is committed to providing an electronic forum for the free exchange of information and ideas, and a showcase to reflect the talents, skills, interests, concerns and diversity of the Winchester community. WinCAM provides the Winchester community with television studio and field equipment for member use as well as the free training from our expert staff to educate and support member productions.

In pursuit of this mission WinCAM:

- Has an open-door policy where everyone is treated with respect;
- Manages facilities for community access non-commercial TV programming to be shown on PEG access channels on Winchester cable television systems free of charge;
- Provides member access to training in video equipment, including video production and computer communications;
- Serves as a catalyst to facilitate and stimulate community discourse and provide leadership in the use of video technology.

WinCAM has made it an organizational priority to foster a mutually beneficial relationship with town departments, creating positive ties and providing expert advice and support when called upon. WinCAM has become known to the Issuing Authority and all other boards and committees in town to be a responsive and trustworthy operation. Municipal departments and employees know WinCAM staff by first names and know they can call upon the organization for help in all things related to technology.

Working with the public schools has also been a long-standing priority of the organization. In 2012, WinCAM reworked its policy on Organizational Membership, essentially waiving the maximum number of individuals who could be involved in the Winchester Public Schools' membership. This meant that any student, teacher, coach, parent or volunteer wishing to produce school-related programming may do so for no cost. This program has been met with much enthusiasm from the school system and has resulted in the production of hundreds of hours of programming over the years.

Programming is not the only benefit to the schools. For many years, WinCAM has worked closely with elementary schools who do mentorship programs, teaching young people studio production, field production, movie making and sports broadcasting. The facility at Swanton street is well suited for field trips as well – often visited by boy and girl scouts and other community groups. WinCAM has tailored programs specifically for middle school students, both through the school itself and through the Winchester Youth Center. WinCAM has also made specific arrangements to work within the classrooms of the Winchester Public schools at times, bringing equipment and expertise right to the students.

With the addition of the satellite office at Winchester High School in the fall of 2018, WinCAM hopes to inject new life into the media production curriculum. Our sincere hope is that with enough interest in after school programs, the administration will start to see increased enrollment in media production classes and WinCAM has offered to help design curriculum and be part of the hiring process for a full time media production teacher at Winchester High School.

WinCAM works closely with both the WHS faculty members in the media production area and the professionals who run the Creative Technology Center in the WHS library. WinCAM staff members are a common sight within public schools, constantly reinforcing bonds with teachers and administrators. When asked, WinCAM staff members will also engage directly with students who seek a creative outlet.

Many local organizations depend on WinCAM for dissemination of information and recording of events. As highlighted above, WinCAM has worked with dozens of organizations over the years and continues to offer free services such as creation of electronic bulletin board pages and production of public service announcements. WinCAM strives to go beyond the traditional class and loan of equipment. WinCAM views community partnerships as both an obligation and an emphasis.

WinCAM has also initiated many projects designed to engage the community at large including but not limited to:

- Summer Kids' Video Clubs for many years
- Video Postcard Program at the Jenks Senior Center in 2013
- Digital Storytelling Workshop at the Jenks Senior Center in 2014
- Digitizing Memories Workshop at the Jenks Senior Center in 2015
- Participation in the Mass Memories Roadshow in 2018
- A Winchester Based Public Service Announcement Contest in 2015
- Winter Celebration & S'mores Fest in 2015
- Summer in Winchester Photo Contest in 2013
- Video Scavenger Hunt in cooperation with Winchester Youth Center for many years
- The Back of the School Barbecue Bash in cooperation with Winchester Youth Center 2013-2015
- WinCAM Holiday House Photo Contest in 2013
- WinCAM Mannequin Challenge Video in 2016
- FREE Holiday Family Photos in 2017
- World War II 75th Anniversary Video in cooperation with the Town Clerk, Town Archivist, Winchester High School in 2016 & 2017
- Collaboration with WHS History Department on National History Day video projects
- FREE Video Holiday Greetings every year
- Coverage of the Wright-Locke Farm Speaker series 2017 - Present
- Dozens of special workshops and professional demonstrations through the years

WinCAM is a true community organization, understanding that to become an integral part of the Town, extra effort is nearly always needed. WinCAM is proud to be depended on to perform professional and reliable service to Town Government, organizations and residents.

IV. ENVISIONING THE FUTURE

A. Challenges & Opportunities

WinCAM has experienced a remarkable amount of growth over the last decade. The Board of Directors and staff began discussing the problem of visibility early on, and took steps to remedy the situation. A consulting firm (ESC) was hired in 2012 to help WinCAM recognize its shortcomings and its needs. The objectives and scope of the project are listed below.

Project Objectives

ESC's objectives for this business planning project are to:

1. *Provide an effective planning process and the consultant resources to guide WinCAM through the process.*
2. *Work collaboratively to produce a practical, effective and measurable three-year business plan for WinCAM*
3. *Develop a plan that will provide the stakeholders and staff with clear goals and the strategies and tactics to achieve them.*

Project Scope

The WinCAM business planning project will cover a three-year time horizon. ESC will help the organization develop and prioritize goals and strategies based on an environmental scan and then develop tactical and financial plans and metrics. We will deal with both internal and external strategies.

As a result of this project, WinCAM concluded that the board needed to be expanded and that the organization should seek a more visible facility. After an exhaustive search, WinCAM settled on the current space at 32 Swanton Street. What started as temporary space became more permanent and was expanded upon in 2018.

In 2015, WinCAM held a day-long Strategic Management Forum to obtain a unified and clear directive for the future operation of the organization. During the forum, board and staff engaged in several prioritizing exercises, trying to obtain this unified direction. The following charts detail the results of priority rankings of board and staff. The highest total was deemed to be of highest priority:

Exercise #1 – COMMUNITY

Topic	Total
Center for Arts & Community Events	12
Promoting Viewership	10
Awareness of Offerings & Services	9
Connections with Schools & Students	8
Ties with Local Non-Profits	5
Ties with Local Businesses	5
Ties with Local Government	2*

* - At the time of the survey, this item was perceived to be strong already, with other areas needing more focus.

Exercise #2 – OPERATION

<i>Topic</i>	<i>Total</i>
Strengthening Member Community (internal)	14
Outreach & Marketing (external)	14
Classes, Programs, Workshops	9
Online Presence	8
Alternative Revenue Sources	8
Channel Content	6
Staff Roles & Responsibilities	5
Staff Production/Municipal Meetings	5

The board and staff used results of this forum to map out strategies and organizational priorities over the next several years. Of the 15 listed categories, specific goals were either met or surpassed before 2019 in 12 of them. All this goes to illustrate that WinCAM is an organization which prides itself on a measured approach. Decisions are not made cavalierly and that approach will serve WinCAM well going forward.

The role of the community media center has evolved over the years as technology has altered our way of life. Once the only game in town for the technologically inclined, the media center now has to compete with different platforms of self-expression just as the cable companies need to compete with different entertainment platforms. However, there are still many services the community media center can offer residents that they can't acquire through an application or social media site. These services, as well as WinCAM's plans for improving them, are outlined in the following sections.

B. Staffing Needs

The staff of any good community media center are knowledgeable facilitators and competent producers. As the technological world advanced, volunteer pools began to dry up and the media center needed to offer more to remain relevant. Consequently, staff members were asked to do more and more. In the current landscape, access professionals must be proficient in several different areas in order to meet the demands of the active center. Often, these professionals become overworked and underpaid.

At WinCAM, there are at present four employees – two full time and two part-time. WinCAM will also utilize contracted part time help for certain large productions or municipal meetings. These contractors are generally comprised of more seasoned members who have both the availability and the experience to produce video of important events or meetings. Current employee structure is as follows:

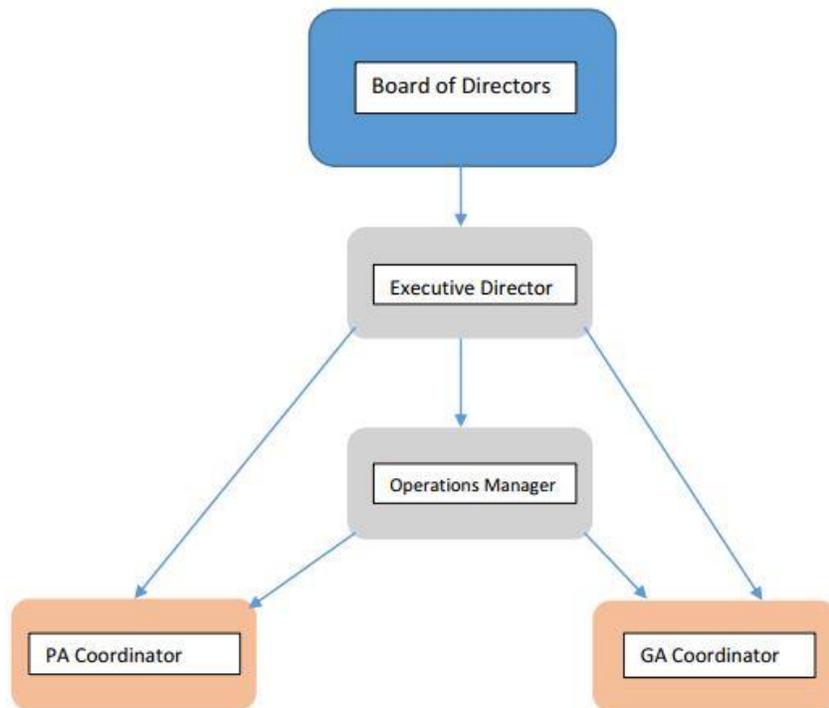
EXECUTIVE DIRECTOR: Full time position. The Executive Director is responsible for the overall administration, operations and planning, as well as outreach and community service for the WinCAM, in accordance with the governing documents of WinCAM, including, but not limited to, the By-Laws, Rules and Procedures, and the Agreement with the Town of Winchester.

OPERATIONS MANAGER: Full time position. The Operations Manager will organize and facilitate all areas of production for the organization and will design and lead member training. Reporting to the Executive Director, the Operations Manager is expected to make decisions and be accountable for day to day operation in the absence of the Executive Director.

PUBLIC ACCESS COORDINATOR: Part time position. This coordinator is a reliable and motivated individual to produce content and schedule the public access television channel. Reporting directly to the Executive Director and/or the Operations Manager, this is a part-time position with a minimum of 15 hours per week and a maximum of 20 hours per week.

GOVERNMENT ACCESS COORDINATOR: Part time position. This coordinator is a reliable and motivated individual who will produce content and schedule the government access television channel. Reporting directly to the Executive Director and/or the Operations Manager, this is a part-time position with a minimum of 20 hours per week and a maximum of 30 hours per week.

CURRENT ORGANIZATIONAL CHART:



To meet the demands of training, production and community needs, WinCAM would like to reorganize the staff, allowing for the continued growth of the organization. The Public Access Coordinator would become a full time position, but would now coordinate the programming for all of WinCAM's channels, as well as manage its online presence (Media Coordinator). The

Government Access Coordinator would be transitioned back to a Production Specialist role, as outlined below:

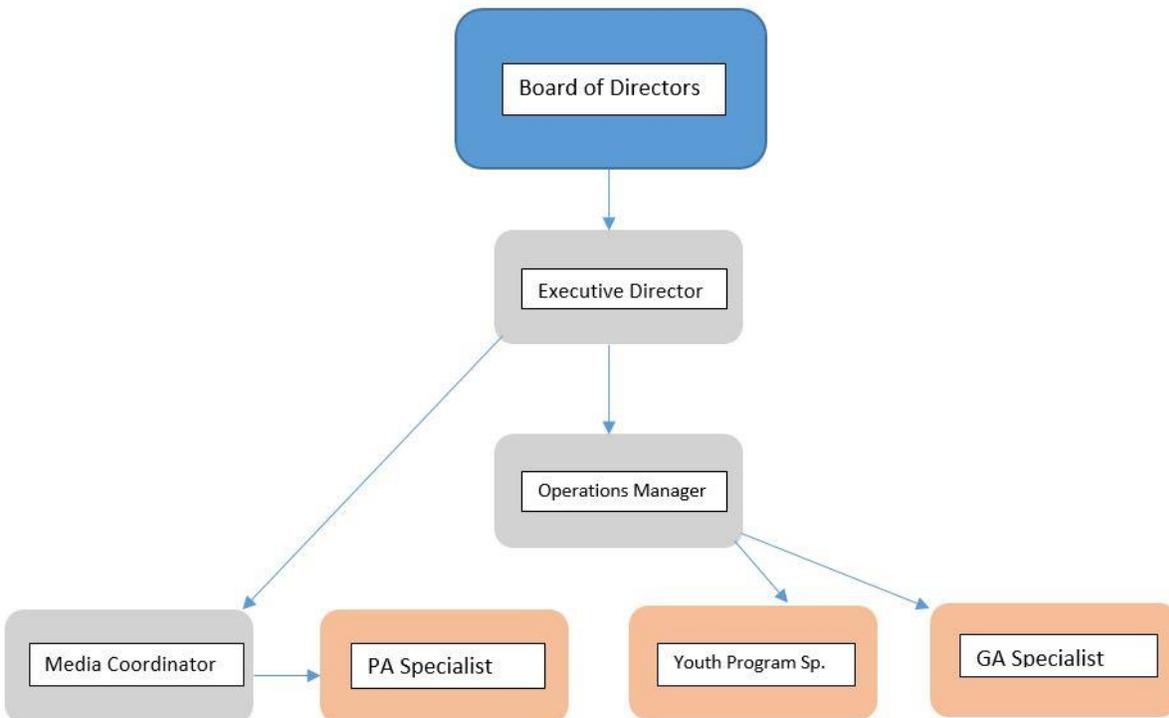
GOVERNMENT ACCESS PRODUCTION SPECIALIST: Reporting directly to the Operations Manager and working in tandem with the other Specialists, the Government Access Production Specialist will cover municipal meetings, annual town events and assist in WinCAM staff-produced programs. This is a part-time position with a minimum of 10 hours per week and a maximum of 20 hours per week.

Additionally, there would be two other part-time positions added to bolster the staff:

PUBLIC ACCESS PRODUCTION SPECIALIST: Reporting directly to the Media Coordinator and working in tandem with the other Specialists, the Public Access Production Specialist will cover community events, assist with member and staff program development and assist in WinCAM staff-produced programs. This is a part-time position with a minimum of 10 hours per week and a maximum of 20 hours per week.

YOUTH PRODUCTION SPECIALIST: Reporting directly to the Operations Manager and working in tandem with the other Specialists, the Youth Production Specialist will run various youth after school programs and foster the production of Educational Access Programming. This is a part-time position with a minimum of 10 hours per week and a maximum of 20 hours per week.

PROPOSED PERSONNEL CHART:



C. Capital Needs

For many years, WinCAM enjoyed a relationship with the Winchester Public Schools which enabled it to operate out of space at Winchester High School for the cost of \$1 per year. This arrangement allowed for WinCAM to expend some operational monies for capital projects. Since taking on rent in 2014, WinCAM finds itself without the same financial flexibility and many capital upgrades will be necessary over the course of the next contract. As most computers and electronics have an expected useful life of five years, the categories listed may require multiple upgrades, depending on the term of the contract. The following paragraphs will describe where anticipated capital improvements will be needed. Costs will be listed in section F.

WINCHESTER HIGH SCHOOL - The production facilities at WHS are currently inadequate for student production. WinCAM will need to equip the studio with a full studio light and dimmer package as well as character generation in the control room. The auditorium will need to be outfitted with remote controlled cameras for Town Meeting coverage. Future costs will also include field equipment such as cameras, stabilizers, microphones and editing equipment and software.

REMOTE PRODUCTION SYSTEMS - The systems at both Town Hall and Parkhurst will need upgrades in order to continue providing reliable meeting coverage. Both have issues with battery backups and camera controls. Newer, more robust encoders are vital to reliable live coverage of these meetings.

WinCAM SWANTON STREET STUDIO - WinCAM has done a very good job of keeping its main production facility up to date for many years, but changes in technology and increased usage will necessitate upgrades. By the time this new contract is executed, the edit computers will be over six years old. There is also need for centralized edit storage space. WinCAM will need to upgrade technology in both studios A & B as well as broadcast servers and signal delivery equipment.

FIELD EQUIPMENT UPGRADES – Camcorders, tripods, light kits and other equipment utilized by staff and members in the field will need to be upgraded. Owning and maintaining superior technology is imperative for attracting members to WinCAM.

FIBER UPGRADES – Although WinCAM enjoys adequate connectivity at most production areas in town, there is no current redundancy to the Swanton Street facility. In the event of an emergency, it is imperative that a redundant run of fiber is installed from Town Hall to the facility.

LONG-TERM ARCHIVAL PROJECT – WinCAM has already begun the planning for a long term archival system. This project would include either hard or cloud-based servers in remote locations that could be accessed by interfaces placed at Winchester High School and the Public Library. WinCAM firmly believes in proper archiving of town events and municipal meetings and this project would make the files accessible to all.

GENERAL CAPITAL REPLACEMENT – WinCAM utilizes a supply of recorders, converters, microphones, cables, adapters, switches and other production equipment that will need to be replaced over the course of a license term.

PRODUCER GRANTS – Listening and reacting to member requests has been a long-standing tradition of WinCAM. As member-producers strive to take on more advanced production challenges, WinCAM would like to establish a grant program where members may apply to WinCAM to purchase equipment specifically useful to their production.

WinCAM PRODUCTION VEHICLE – WinCAM utilizes a 2010 Ford E250 van in order to move equipment and personnel around during production. While this van is not currently equipped to be utilized as a mobile control room, it is an invaluable production and marketing tool which will likely need to be replaced during the term of the next contract.

D. Local Programming

1. High Definition Programming:

Due to the high demand for local content and the myriad of choices viewers have at their disposal, it becomes more and more imperative that return signals are delivered in equal quality to local broadcast stations. WinCAM does not place higher value on certain content and the true nature and tradition of a PEG setup should be preserved in the best possible quality. In other words, rather than follow the recent trend toward offering only one channel of equal quality of broadcast stations, WinCAM would like to see three channels offered in the best quality available.

Along with these channels in High Definition, 4K or any future technological quality, WinCAM would like Comcast to continue to support the standard definition channels. Many viewers do not view content on higher cable tiers and would prefer to continue viewing on the current channels. SD channels should be maintained and upgraded to a Serial Digital Interface to maximize signal quality.

2. Channel Numbering and Placement:

WinCAM has a long history of delivering content on channels 8 and 9 – Public and Government, respectively. Channel 22, added in 2011, has also become a favorite destination for viewers looking to access Educational programming. WinCAM would like to see these SD channels stay on the same return numbers to avoid confusion among its audience. Wherever possible, HD or higher quality channels should mirror the current SD channel numbers – for example, WinCAM Public should be on 8 in SD and 808 in HD. WinCAM would also like for Comcast to contribute to marketing costs in an amount not to exceed \$5,000 should channel numbers change.

3. Electronic Program Guide:

WinCAM would like to have access to electronic programming guide submission systems. Programming offered on WinCAM channels is often critical viewing and sometimes, the only access that residents may have to local government and organizations. Without definitive information on program guides, viewers don't know exactly what they're watching. Without inclusion on EPG, subscribers are unable to utilize the full functionality of their Comcast cable when viewing local programming.

WinCAM is fully aware that the processing data for EPG is done by third parties which would charge the organization for the service.

4. Video On-Demand

Municipal meetings recorded in Winchester are the most requested programming that is produced at WinCAM. Student activities such as performances or athletics are a close second. WinCAM would like space created for local programming on the providers’ on-demand listings without cost so that viewers may be able to access these programs at their leisure. As Comcast is already offering VOD services to PEG centers in certain areas of the country, Winchester should also be afforded this service.

5. Closed Captioning

Currently, WinCAM’s channels do not fall under the FCC’s guidelines for mandatory closed captioning. However, WinCAM as an organization is sensitive to the needs of all residents and would like to explore the possibilities of carrying some if not all programming with closed caption option. As the cable companies are benefitting from the subscriber fees they collect from residents, it is our contention that they should help defer the cost of captioning, up to 50%.

At WinCAM, we believe firmly that community media has a bright future – as long as it is allowed to grow and prosper with the times. In an age where content can be digested in so many ways, the battle for relevancy is real. It is imperative for an organization like WinCAM to continue to engage its current consumers and to attract new ones.

E. Calculating Operational Needs

The following chart tracks the largest annual amounts that WinCAM budgets for, as well as projected growth in those categories over the course of ten years:

ITEM	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Salaries, Wages & Related costs	207,935	216,212	224,817	286,861 **	298,283	310,158	322,504	335,340	348,685	362,561	385,040	408,912	434,263
Insurance	51,500	53,045	54,636	56,275	57,963	59,702	61,493	63,338	65,238	67,195	69,211	71,287	73,426
Rent Expense	55,300	76,800	79,200	81,600	84,000	86,400	88,800 ***	91,200	93,600	96,000	98,400	100,800	103,200
Facility Expense	35,500	71,000	73,840	76,794	79,866	83,061	86,383	89,838	93,432	97,169	101,056	105,098	109,302
Utilities	19,300	32,810	34,451	36,174	37,983	39,882	41,876	43,970	46,169	48,477	50,901	53,446	56,119
TOTAL*	369,535	449,867	466,944	537,704	558,095	579,203	601,046	623,686	647,124	671,402	704,608	739,543	776,310

- * - Total represents only 76% of total budget
- ** - Anticipated staff growth
- *** - Assumed. No current lease beyond 2023

As costs such as insurance, rent and utilities continue to rise, WinCAM has been forced to cut back in other areas. Member events, staff training and public relations have all had to take a back seat because of rising costs elsewhere. If WinCAM is to continue its superior public service in the Town, a full 5% of cable revenues must be received over the full term of the license.

Operational costs are projected to increase dramatically over the course of the contract. The projected numbers show an 82% increase in the major operational costs over the next ten years.

Taking these increases into consideration and assuming a 4% increase in the remaining 24% of budget items, one reaches the following grand totals:

ITEM	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Total from above table	369,535	449,867	466,944	537,704	558,095	579,203	601,046	623,686	647,124	671,402	704,608	739,543	776,310
Remaining budget and 4% increase	75,465	78,484	81,623	84,888	88,284	91,815	95,488	99,308	103,280	107,411	111,707	116,175	120,822
GRAND TOTAL	445,000	528,351	548,567	622,592	646,379	671,018	696,534	722,994	750,404	778,813	816,315	855,718	897,132

WinCAM has expanded its operations a multitude of times over the last five years and shows no signs of regression or reduction. As evidenced in Section III, WinCAM has become an invaluable community partner in the Town and cannot continue to serve cable subscribers and residents on anything less than the maximum 5%.

F. Calculating Capital Needs

As referenced above, capital needs will also increase in the next ten years as technology continues to evolve. WinCAM anticipates the need for upgrade and replacement not only at its main Swanton Street facility, but also in remote areas to serve the public at large. The following chart details the estimated cost for upgrade and replacement at WinCAM production sites:

LOCATION	ESTIMATED COST	COMPLETED BY YEAR
Winchester High School Studio/Control	\$83,000	2021
Winchester High School Auditorium	\$73,000	2022
Winchester High School Edit/Field	\$108,000	2026
Remote Production – Town Hall	\$26,000	2021
Remote Production – School Committee	\$19,500	2024
WinCAM Facility Post Production	\$90,000	2022
WinCAM Facility Field Production	\$34,000	2027
WinCAM Facility Signal Processing/Distribution	\$190,000	2025
WinCAM Facility Studio Production	\$210,000	2028
WinCAM Secondary Control	\$26,000	2021
WinCAM Facility General Capital	\$600,000	Ongoing
WinCAM Digital Presence	\$50,000	2023
Producer Grants	\$10,000	Ongoing
Production Vehicle	\$40,000	2024
Fiber Upgrades	\$22,000	2022
Archival Project	\$79,000	2023
TOTAL	\$1,660,500	BY 2028

V. APPENDICES

A. Letters of support

10/22/12 –

To your whole team,

My wife & I just watched our grandson (Sam McDonald) on your football wrap-up show (Monday 10-22-2012). We live in southwest Florida and caught the streaming version live on the web. We just want to let you know what a great community we think Winchester is. The opportunity for young students to be recognized for their efforts both on and off the field is a gift few communities offer. On previous visits to Winchester we've been impressed by the community's efforts for all its youth, between baseball, soccer, ice hockey, and football. Making these efforts for the youth of your community is a gift not only to you but to the rest of the country as well, since I believe your helping to form better leaders for tomorrow. Way to go guys!!

Thanks,
David H.
Viewer

1/18/13 –

I just wanted to tell you how wonderful the ARTS SHOWCASE is on your channel.

Sol G
Resident Viewer

3/1/13 –

You win the award hands-down for the most efficient, easiest organization to work with in town!

That was so easy & quick.

THANK YOU David.

Karen
Resident, Parent

12/10/13 –

Hi Dave -

Thanks so much for holiday and general PSA's for organizations like WCMS. We appreciate it and I think the students who get involved in the process really find it fun and are flattered to be featured.

Thanks again -
Laurie

Laurie Russell
Executive Director
Winchester Community Music School

1/5/14 –

Good morning David...thanks to Joe for making audio tapes of Monday evening's Selectmen Meeting...will help a lot in my preparation of a record for that meeting. You make my work life so much easier and it is much appreciated.

Patti Mawn,
Administrative Assistant and Recording Secretary
Board of Selectmen / Town Manager

2/18/14 –

Patti, Vicky, Nancy, Frances, David and Anthony,

It was great to work with you and thank you to League members who “volunteered”. I think the videotaping went smoothly from a technical perspective and each of the candidates presented their positions clearly.

Thanks for helping the Winchester League of Women Voters educate voters and get the vote out!

Jo-Ann
League of Women Voters, Winchester

2/18/14 –

David,

I have very much enjoyed working with Judi. Her training has been very helpful, hands-on and practical. She has done a great job of teaching me how to do things and also letting me learn on my own, practicing techniques. It definitely helped having a piece to work on that I videotaped, so that I had a sense of where the piece was going, etc.

Amy, Resident

3/25/14 –

Oh, I should have written you this morning! I actually listened to the whole thing. I love the recording, because it gives me the ability to check what was said by rewinding. Also, I think the WinCAM crew did a particularly good job at this meeting by using insets to show the faces of all people sitting at the table.

The meeting was a really important one and thank you, WinCAM, for doing such a good job.
- Ann, Town Employee

3/27/14 –

Hi David,

Just wanted to thank you for the time you took to install the assistive listening system at the library last week. I went to the event there on Sunday and it was so great to see someone actually using one of the headsets. Thanks for always being available to the Disability Access Commission whenever we ask! We truly appreciate your willingness to help us out!

Anne, Town Employee

4/24/14 –

Thanks again for all of your valuable assistance last night, Anthony.
I appreciate your time and benefitted greatly from your professional expertise.
I know that a lot was accomplished in a modicum of time.
Kudos for your efforts, sir, and have a great night!

Regards,
Earle, Resident/Member

5/12/14 –
Hi David

I just wanted to say thank you for the HOF evening. Everything went very well and we were very pleased. I know this is a stressful time for you guys with packing up moving and all. So thanks for a job well done.

Dot, Winchester Sports Hall of Fame

5/14/14 –
Good morning guys,

Just wanted to send a thank you your way for all of your help (and continued help) with the WHS Hall of Fame videos! I see that Maria M is looking for some tapes for the inductees. I hope the taping process went at least a little smoother than in years past.

Thanks again,
John, Coach/Teacher

7/16/14 –
Dear David, Anthony, Suzette, Sean, and Joe

I wanted to thank each and every one of you guys for both the donation to my future and for providing me with access to a facility that shaped who I am today. WinCAM was extremely important to me. It was like a second home in some ways. Although the amount of times I now show up there has diminished, I can say with confidence that the majority of my childhood memories are in some way connected to WinCAM. It was the place where I first discovered my love of film, taught myself how to use Final Cut Pro and After Effects, and learned how to ride a unicycle. You guys rule.

This won't be the last you'll see of me, I promise!

Thank you,
Robert, Student

7/29/14 –
Dear David,

Thank you for helping us to film and edit our Technovation pitch. You were a great help to us! Without you, it is hard to imagine editing and filming the video by ourselves. We greatly appreciate your time with us. We would also like to thank (the students) who helped us edit our video on the spot. We really appreciate everybody being so patient with us, especially since we did our work last minute and needed a lot of volume adjustments. Without you, we would not make it as world finalist to compete at Intel headquarter at California.

Thanks again.

Best regards,

Rosanna, Qiuyue, Kristine, Anna, Students

10/16/14 –

Good morning...yes, Sean was here, which was a great relief for me. I always have a sense of security when WinCAM is here...I was out of the room for several lengthy periods last night, so I will have a good frame of reference with the tapes...thanks again for your help! I was singing your praises to Melodie Wing the other day...it is so nice to work with people who are both pleasant and competent!

Patti, Town Employee

3/13/15 –

David,

Thank you so much for the helpers you found for us this week! They both have done a great job.

Best,

Suzanne, Resident/Parent

3/20/15 –

Dear David,

Thank you so much for covering the Violence Against Women program last night and doing the preparation that made it all go smoothly. We very much appreciate the work of Liam Donovan.

The audience last night seemed very engaged. Both speakers were excellent and complemented each other well. I hope your audience at home enjoys the program just as much.

Best regards,

Rosemary, Resident

4/1/15 –

Hi Allan -

Just a note to say how much I appreciate your and Alan MacDonald giving the results on WinCam after each election, both results and commentary, as you did last night.

Please thank the WinCam tech team as well - it's a great contribution to the community.

Best wishes,
Nancy, Resident

9/1/15 –

Thank you for providing this wonderful opportunity for me to learn the new skill. During the visit I really love to use and learn to be a camera man, I would also like to become a broadcaster and put out a sport show. I really appreciate your time and I have fun during my tour. Thank you again and have a nice day.

-Richard

Dear David,

Thank you for the tour of WINCAM. Also, it was awesome seeing all the equipment. It was fun! It will be fun working with you and Suzette. I would like to do another show with Chris again. Thank you for the opportunity of working on videos and the cameras.

Brian

Dear David,

I like WINCAM. Thank for being able to use the equipment. Thank you for giving me a tour of WINCAM. I think you and Suzette are very nice. I am excited to work on some more music videos with superheroes. I also want to sing using the microphone.

Sebastian

Dear David

Thank you for teaching me all the camera knowledge even though I did not try my best to learn yesterday. Sorry I wasn't ready to use the equipment yesterday. But i will see you tomorrow and hopefully I will be ready. Can i have one of your business card with your email address on it. Me and you should sit down and talk about what are some special position I can do. Thanks Dave OK buddy old pal.
love Dave R

- Interns, BRIO Integrated Theatre

12/9/15 –

David,

I listened to the "Huge Week" Podcast last night! It was great. The 3 of you guys interacted so well-- Suzette, Anthony and you. It surprised me how smoothly you carried it off. Such Pros! And the Win Star folks were informative--I had read the articles in the paper BUT they added more insight in your interviews. What fun.

Carol K, Resident

12/11/15 –
Hi David,

Thanks again for my award. It was a very sweet little ceremony and I was glad to be able to make it. You guys really do provide such a great service for the community.
Thanks to you and the team for all your hard work.

Thanks again & happy holidays
Heather, Resident/Member/Producer

12/30/15 –

Dear Suzette, David and Anthony,
thank you so much for walking Diane and I through Final Cut Pro at such a short notice. Your expertise, patience and flexibility is greatly appreciated.
Heidi, Resident/Member

3/5/16 –
David:

I meant to write to you after our last BOS meeting to tell you that the American Audio dB-Display you installed is great. I can tell when the microphones are on and can also tell whether guest speakers are close enough to the microphones to be heard by home viewers. Good solution!

Regards.

Lance, Town Official

3/24/16 –
Hi David,

I just want to thank you and your staff/volunteers very much for the support that you have given us in advertising and recording last night's program. We had a good sized audience and everyone was very pleased with the speaker. I didn't get a chance to thank the woman that set up the camera equipment for David (the 12 year old David) but I did get a chance to thank David in person. I would like to send each of them a thank you note and can do that through you, if necessary.
So, can you provide me with the name of the woman that set up the equipment and any contact info that you can share?

Thanks again to you for all of your help with this,
Patty, Resident/Community Organizer

6/16/16 –
Hey David

I wanted to just email to say thanks for inviting me to the WINCAM studio today to record my first PODCAST! It was super fun being interviewed by you and it is just really fun to see the studio and all the

great work you and the crew have been doing over on Swanton St. Your questions were great and made me feel like we were just having a conversation about the Town Clerk work!

I find my work to be super interesting and rewarding so I hope you get some listeners that feel the same way. Count me in on another PODCAST when we get closer to the voter registration deadlines this summer.

MaryEllen, Town Employee

10/14/16 –

I thought Kate was indeed charming and I enjoyed hearing her presentation. I thought the photos were excellent and heard from many folks that they appreciated seeing them. We owe many thanks to David Gauthier of WinCAM. Kate's mike was perfect and the photos went on without a glitch! The young man who filmed the program was terrific, running around with the portable mike to all the questioners. I was impressed.

Warmly,
Connie, Resident/Community Organizer

3/6/17 –

Good Morning, David....

Thank you for your help with sound/lighting, AND recommending Andrew to help us. He has been nothing less than wonderful!!!

Thanks,
Beth, Teacher/Member

3/25/17 –

Thank you, Dave, for opening up WinCAM today and thank you to Suzette for OUTSTANDING management of our event. We uploaded 20+ videos to YouTube and we have been getting rave reviews on the event, as well as your organization. There was quite a bit of foot traffic, lots of kids, musicians, and parents. What a success.

Take care and again, thank you,
Stephanie, Live, Learn Act

6/5/17 –

100% great experience. Perfect. Great job by your crew.

Dennis P. Mahoney
Winchester High School Principal

11/3/17-

Good morning, Suzette,

I am singing your praises and in my email to the parish, I gave you credit for your great kindness. Thank you so much for taking the time to listen, coordinate and act on all my wishes. How wonderful that you have extended yourself to the community, especially to Saint Mary's.

Thanks again, Sam, Community Member

11/15/17 –
YOU ARE THE BEST!!

Thank you!
Jenn, Town Employee

2/13/18 –
Bee was great - I watched from home. You guys rock

Dot, Resident

4/9/18 –
hi David: The lighting looked amazing. It was perfect. We had a very successful night and a fun time was had by all.

Thank you for your time and generosity.

Most sincerely,
Lynne, Resident

6/10/18 –
David,
Thank you so much for sharing WinCAM space with the Massachusetts Human Rights Coalition. We had a good turnout and I so appreciate your flexibility in allowing us to move into the studio.

With all best wishes, Gloria, Resident

8/6/18 –
Dear Dave,
My discovery of WinCAM when I retired in 2012 opened up a whole new world for me. I learned how to operate the cameras, the microphones and the lights. I produced 13 episodes of my own half-hour interview show, and I made new friends. It was so exciting to learn how to use all this equipment, and to have my shows online for anyone to watch.

I am delighted that WinCAM is thriving, expanding, and keeping up with new technology. I think you are the perfect leader for WinCAM: dynamic, smart, personable, and always up on the latest developments. I am forever grateful for all you taught me and helped me to do.

I would be glad to speak with anyone who wants to know more details.
Yours truly,
Jill, Resident/Member

11/21/19 –

Just want you to know that I watched the SB meeting and it was SO helpful. I was preparing to send them a letter and it would have been terrifically outdated had I not been able to watch the meeting. Thank you.

Ann, Resident

11/22/19 –

David,

Sending appreciation to you for your support of Shukong in his efforts to support our Network programming on the Safe Communities Act 11/21. “ It takes a village,” or a collaborative team! I look forward to seeing what has been captured.

With gratitude,

Gloria Legvold, Resident

11/26/19 –

It's honestly one of the best things I have seen all year. David, thank you for working with our kids on this. I love it.

I will begin sharing it out soon.

Dennis P. Mahoney

Winchester High School Principal

12/16/19

Hi David, I just want to say how GREAT the video is for the Cabaret promo. I am getting the word out to the membership to check it out. The editing you did was wonderful....its amazing how the pictures and videos finished it off.

Nancy, The Winton Club

1/13/20 –

Hi Suzette,

This looks so wonderful, I can't thank you enough!

I've sent it out to our network so hopefully it will get circulated by them, and Elena our community engagement wizard is going to put it on our website and social media.

I so appreciate all the work you put into this!

Thank you!!!

Liora, Network for Social Justice

1/13/20 –

Thank you so much for your help, Suzette. You made this a really easy project.

Best,

Theresa Maturevich, Assistant Director

Winchester Public Library

3/17/20 –

David,

Thank you for your partnership. It is even more clear as we prepare for rocky roads ahead how valuable you are to Winchester. Please convey my gratitude to your board, staff and volunteers.

Lisa Wong, Town Manager

3/18/20 –

Thanks for all you are doing. Let me know if I can help in any way. I have shared WinCam site with families.

Judy Evans, Superintendent of Schools

**REQUEST FOR RESPONSE
TO TOWN OF WINCHESTER'S
ASCERTAINMENT
REGARDING
CABLE TELEVISION RENEWAL LICENSE**

TO

**Comcast Cable Communications Management, LLC
(Formerly Comcast of Massachusetts I, Inc.)**

**TOWN OF WINCHESTER
MASSACHUSETTS**

April 14, 2020

I. INTRODUCTION

In accordance with Section 626 of the Cable Communications Policy Act of 1984 (the "1984 Cable Act"), the Town of Winchester (the "Town") has conducted ascertainment in order to identify and analyze a number of issues in connection with the renewal of the current Cable Television Renewal License (the "Cable License"), which RFR was originally granted by the Town of Winchester, by its Board of Selectmen, acting as Issuing Authority, to Comcast Cable Communications Management, LLC (formerly Comcast of Massachusetts I, Inc.) with an Effective Date of September 15, 2010.¹

II. FORMAT OF THIS RFR AND THE REQUIRED RESPONSE

This Request for Response To Town of Winchester's Ascertainment Regarding Cable Television Renewal License ("RFR") contains: (i) the within RFR document (part of the Ascertainment documents); (ii) WinCAM's "Document of Current Operations and Future Requirements", prepared by Winchester Community Access & Media, Inc. ("WinCAM Ascertainment Report") (**Appendix A**); (iii) the transcript and electronic media of the Town of Winchester public hearing regarding the renewal of the Comcast cable license (see Section VII(D) below). All of these are part of the Town's identified "future cable-related community needs and interests". See also proposed Renewal License provisions (not an exclusive list). (**Appendix C**).

The Licensee should demonstrate how its proposal will meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests. More specifically:

1. The Licensee must submit a complete proposed Renewal License.

2. In evaluating the Licensee's Proposal, the Town will consider whether the Licensee's Proposal is reasonable to meet the cable-related community needs and interests, taking into account the cost of meeting such needs and interests, as provided for in Section 626(c)(1)(D) of the Cable Act. Apart from those matters and issues evaluated and decided based on the above referenced standard set out in Section 626(c)(1)(D), the Town has all rights provided under or pursuant to the Cable Act to make a determinations regarding the adequacy of the Licensee's Proposal (including policy and legal provisions) or whether to renew the license (franchise) or issue a preliminary assessment, under the applicable standard pursuant to the Cable Act.

3. As provided in Section 626(c), additional license (franchise) renewal considerations include whether:

- (A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law.

- (B) the quality of the operator's service, including signal quality, response to customer's complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;

- (C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and

¹ The current cable Licensee, shall be referred to as "Comcast" in this RFR, unless otherwise noted herein. Additionally, any reference to "Comcast" shall, as the context provides, mean the "Licensee", either or both now or going forward, under the Renewal License.

(D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

III. DEADLINE AND TRANSMITTAL FOR SUBMISSION OF PROPOSAL

The Licensee's Response to this RFR should be submitted on or before May 14, 2020 or such later date that the Licensee chooses to submit the response on or before July 14, 2020. The Town will grant a further extension of time as may be requested by the Licensee. The preference of the Town is that the parties direct their attention to the completion of a Renewal License to be reached informally, rather than to divert attention away therefrom, thereby making the completion of the formal process moot.

The Licensee should submit one (1) original and one (2) copies of its Renewal Proposal, in looseleaf binders or by another suitable binding method to Lisa Wong, Town Manager, Winchester Town Hall, 71 Mt. Vernon St., 2nd Floor, Winchester, Massachusetts 01890, together with an electronic copy of all portions of the Renewal Proposal which the Licensee has in electronic format to the Town Manager at lwong@winchester.us. An electronic copy should also be sent to the Cable Television Advisory Committee, Chair, Ashley Stevens, at astevens@bu.edu and to Special Cable Counsel, William Solomon, at attywhs@comcast.net. (If COVID-19 circumstances do not reasonably allow for the transmission of the hard copies, the Licensee may forgo sending them, subject to the right of the Town Manager to request said hard copies, and the Licensee transmitting such, at a later date.

IV. DETERMINATION REGARDING RENEWAL OR PRELIMINARY ASSESSMENT OF NON-RENEWAL BY THE BOARD OF SELECTMEN AS ISSUING AUTHORITY

The Board of Selectmen, as Issuing Authority will make its determination regarding the renewal of the Licensee's Cable License, including this RFR submitted by the Licensee, pursuant to Section 626(c)(1) of the 1984 Cable Act (47 U.S.C. 547) before the earlier of expiration of the current Renewal License on or before September 14, 2020, unless otherwise extended by the parties.

V. QUESTIONS REGARDING THE RFR

All questions regarding this RFR, including, but not limited to questions regarding procedures or interpretation, may be posed by e-mail to Ashley Stevens, Chair, Cable Television Advisory Committee, at astevens@bu.edu, with a copy to the Town's Special Cable Counsel, William Solomon at attywhs@comcast.net.

VI. TOWN OF WINCHESTER

By the Numbers:

- **Land Area:** 6.0 square miles.
- **Population:** 22,491 (estimate.)
- **65 Years of Age and Older:** 17.5 of population (2010 U.S. Census)

VII. DOCUMENTS INCORPORATED BY REFERENCE

All of the following documents are incorporated by reference into this RFR in the same manner as if they were attached hereto. (Additional documents referenced throughout this RFR are also incorporated by reference herein.)

- A. The current Cable Television Renewal License granted to Comcast of Massachusetts II, Inc. with an Effective Date of September 15, 2010.
- B. All FCC Rate Forms, including FCC Form 1240s submitted by Comcast of Massachusetts III, Comcast Cable Communications Management, LLC or any other Comcast entity, regarding the Comcast cable system in the Town of Winchester, including all Local Franchise Cost Exhibits and Worksheets since 2014.
- C. All Cable Division Form 100s, 200s, 300s, 400s and 500s of Comcast of Massachusetts I, Inc., Comcast Cable Communications Management, LLC or any other Comcast entity, regarding the Comcast cable system in the Town of Winchester since 2012.
- D. Public Hearing Regarding Renewal of Comcast Cable License (October 11, 2018) – Comcast-provided stenographer attended the hearing and accordingly the stenographic record is available to Comcast. (Comcast should provide the stenographic record to the Town, if requested in writing by the Town to do so.) An electronic link to the video of the hearing and/or a DVD will be provided to Comcast by WinCAM, if so requested in writing or e-mail by Comcast to the Chair of the Cable Advisory Committee, Ashley Stevens. (“Hereinafter referred to as the “Public Hearing Record (October 11, 2018)”)”)

VIII. Winchester Community Access & Media (WinCAM)

From Winchester Community Access & Media (“WinCAM”) - “Document of Current Operations and Further Requirements” (“Renewal Document”) (**Appendix A**):

I. INTRODUCTION

A. Goals of Negotiation

This document illustrates the history of community involvement, the administration of video production services and local broadcasting practices provided by Winchester Community Access & Media Inc (WinCAM) over the last decade. Also included is an outline of its future financial needs.

WinCAM hopes to use this document as a basis for discussion with Comcast Corporation concerning the renewal contract to provide community media services in Winchester, Massachusetts.

Taking into consideration the needs and stated interests of the Town and its residents, WinCAM has prepared this document in good faith and with the sincere belief that community media has a role in shaping the future of the town. As evidenced in this document, WinCAM is not just an origination point for local content. WinCAM is an institution of learning, a community center, a historical archive and an integral community partner.

B. Statement of Need

The community demand for services offered by WinCAM has never been higher. Over the course of the last contract, WinCAM has made community involvement its highest priority. From the Board of Directors down to the staff and members, the goal has always been to become an invaluable asset to the Town. WinCAM has broadened its scope a great deal over the years, increasing its offerings and partnering with organizations, businesses and government bodies. As a model PEG center, WinCAM faces both challenges and opportunities in each of the three designations:

The PUBLIC aspect of operations has flourished over the last decade as WinCAM has become a trusted resource for residents, businesses and organizations of Winchester. WinCAM requires funding to continue its efforts of media literacy, video collaboration and digital entertainment.

On the EDUCATION front, WinCAM has made the public school system and its students a huge priority in its plans, opening a secondary office within the production area of Winchester High School to foster after school activities and serve as a hub for educational programming. WinCAM plans to continue outreach into every grade level, serving the needs of students, educators, coaches and administrators.

Production of quality GOVERNMENT access also requires multiple resources. Over the last contract, WinCAM added Winchester Planning Board meetings to its regular offerings of School Committee, Select Board, Town Election and Town Meeting Coverage. WinCAM would like to add more municipal meeting coverage and is actively working with the town to add more coverage of municipal events.

Winchester is an active and vibrant community, and WinCAM strives to match that sense of pride and activism. Since its inception in 2000, WinCAM has worked hard to ingratiate itself with the community. And while this mission may be headed in the right direction, continued vigilance will be needed well into the future.

II. HISTORY

A. Winchester High School Years

Prior to 2000, the one cable provider in Winchester (at the time MediaOne) operated the PEG access station in Winchester. At the time of the 2000 renewal negotiations with MediaOne, it was clear they were no longer interested in the operation of the local stations. This license-operated station was located in Winchester High School. MediaOne offered to turn over all of its PEG access assets to the town, or, if the town preferred, a new non-profit set up by the town.

The Select Board (then the Board of Selectmen) opted to set up a separate 501(c)(3) corporation, and, WinCAM was created. In addition to turning over the assets being used for PEG access, MediaOne made a large capital payment and negotiated to pay the federally mandated franchise fee to WinCAM.

WinCAM's Board initially consisted of 5 members. Four of the original 5 were appointed by the Board of Selectmen and one was appointed by the School Superintendent. After the initial terms of appointment, the Board of Selectmen continued to appoint two members of the WinCAM board and WinCAM members elected two other board members. The original board terms were of varying lengths so that, going forward, the three-terms would expire in different years. In 2013, WinCAM amended its By-laws to allow for expansion of the Board to 9 members.

Under the terms of the agreement between WinCAM and the Town and School Department, WinCAM provides coverage of Select Board and School Committee meetings. It also covers Town Meeting, WHS Graduation, and Town elections. WinCAM took over the space at WHS previously occupied by the cable company and the equipment therein. WinCAM's rent at WHS was \$1.00 annually.

WinCAM's obligations included operating and maintaining a community TV studio, as well as arranging for and providing coverage of Town meetings, as noted above. In addition, WinCAM would provide a community bulletin board for local announcements, weather alerts, school closings, PSAs and so on. Additionally, WinCAM covered school sports, plays, concerts, graduation, Town Day, summer concerts, and other events and programs deemed of interest to Winchester residents. WinCAM also trained residents and others with an interest in the town to become access producers who would then provide their programming to WinCAM.

Initially, WinCAM employed two full time staffers - a Station Manager and a Program Director. A part-time Administrative Assistant, who headed up the outreach efforts also joined the staff. Municipal meetings were usually covered by contractors and volunteers. Larger meetings and events, especially when going live, were covered by both staffers and volunteers. For a few years, WinCAM also had a volunteer Sports Director.

WinCAM provided programming during its regular hours of operation (or until a meeting or event ended) on its 2 channels. One channel was for Public programming and the other for Education and Government programming. When not showing locally produced programming, the channels would show the community bulletin board and imported programming, especially educational programming. Over time, the hours of programming increased and WinCAM now offers programming 24/7. In between scheduled programming, WinCAM airs the community bulletin board, supplemental commercial-free programming and PSAs.

By 2009, WinCAM was looking to expand to 3 channels and began taking steps to fulfill the requirements under the cable licenses to obtain the third channel. In 2010, WinCAM was able to document that it had fulfilled these requirements, and in 2011, was granted a third channel by both Comcast (successor to MediaOne) and Verizon.

In our early years, we carried many events live - Board of Selectmen, School Committee and Town Meeting, Town Day, sporting events, such as basketball and Thanksgiving Day football, the High School Promenade and Graduation, Concerts on the Common, LWV Day at the Races, to name a few. Changes in technology made it more difficult to go live in the field, where we didn't have built in remote access. But, more recent capital investments made by WinCAM have made it possible to go live from the field again.

Early members of WinCAM were very active, producing several award winning series. From the creation of WinCAM, many local non-profits joined WinCAM as well, to develop programming to showcase their services. WinCAM had always drawn interest from high school students, who would help in covering school sports and other events and town events or meetings. WinCAM started a Middle School Club which met at the station and expanded the number of youth producers. Even grade school students have taken advantage of WinCAM through participation in Mentor programs at the schools, special classes, cub scout and brownie visits, and summer programs.

B. Move to Swanton Street

In 2014, Winchester High School engaged in a three-year renovation project. WinCAM was offered space in the new high school, but would have to relocate during construction so that the space could be demolished, rebuilt and used for temporary classrooms. The organization signed a lease to rent approximately 3,000 square feet of space at 32 Swanton Street, just two blocks away from the high school. Being so close allowed WinCAM to continue its work with high school students. In fact, it seemed they enjoyed going to a place that was outside of the regular school building and student memberships actually increased from 2014 to 2015.

As the high school renovation finished and the initial term of WinCAM's lease was set to expire, the decision was made by the WinCAM board to seek an additional lease term at 32 Swanton Street, rather than move its operations fully back to WHS. This decision was based on the appeal of having a storefront for the organization as well as the question of future space needs at the high school. WinCAM continued to negotiate with the Winchester Public Schools in order to secure a small amount of space in the high school as a satellite office. An agreement was reached in late 2017 which afforded WinCAM rent-free space in the high school in exchange for in-kind equipment donations and the operation of after school programs at WHS.

WinCAM also reached a lease extension agreement with the property owners at 32 Swanton Street in early 2018 and then renegotiated again when more space within the building became available. With the addition of more square footage, WinCAM was able to expand its operations and offer more benefit to the town. All this maneuvering, while beneficial to the residents and employees of the town, have had a significant financial impact on WinCAM. After operating at \$1.00 per year for rent, WinCAM now finds itself paying approximately \$1.00 per square foot, per month. This is more than a 7,000% increase from 2013 to 2018.

III. CURRENT STATE of WinCAM

A. Board & Staff

The organization is governed by a nine-member board of diverse Winchester residents who are dedicated to the preservation and cultivation of community media in the town. Two members are appointed by the Winchester Select Board, one is appointed by the Superintendent of Schools, three are WinCAM member-elected and three are board-appointed. The terms of the members are typically three years and are staggered as stated in the organizational bylaws.

Elections for member-elected seats are held at WinCAM's Annual Membership Meeting each November. Meetings of the Board of Directors are open to WinCAM members or to members of the general public, unless an Executive Session is called for. The board will traditionally meet at least ten times per year.

WinCAM Board of Directors, 2019 – 2020

Melodie Wing, President (Appointed by Select Board)

Allan Eyden, Treasurer (Board Appointed)

Shaun Macannuco, Clerk (Board Appointed)

Peter Pongratz (Appointed by Select Board)

Andrea Zampitella (Appointed by Superintendent)

Linda Doucette, Clerk (Member Elected)

Wei Han (Member Elected)

Ruba Gnanaratnam (Member Elected)

WinCAM Staff, 2020

The staff of WinCAM is comprised of two full time and two part-time employees. Each employee is charged with a certain amount of daily and ongoing duties, as well as shared responsibilities. Between the years of 2013 and 2019, WinCAM had always operated with three full time employees. However due to the uncertainty of the financial future, WinCAM has been operating with a smaller staff for the last year.

David Gauthier, Executive Director. Hire Date: 2/2/2011 - David Gauthier has worn many hats in community media for over twenty years. A lifelong resident of Salem, MA, he plied the trade different Massachusetts stations for over a decade before joining the team at WinCAM in 2011. David is responsible for WinCAM's daily operation as well as planning for its future. He is a coach and a mentor, fond of the challenge of working with young people. Dedicated to preserving the future of community media, David joined the Board of Directors of MassAccess, a statewide advocacy agency, in 2014. He currently serves as the President of the organization. David is a current member of the City of Salem's Cable Television & Technology Committee.

Suzette Ferdinand, Operations Manager. Hire Date: 5/19/14 - As the Operations Manager, Suzette is responsible organizing and facilitating all areas of production for the organization as well as the development and practice of member training. She joined WinCAM in 2014 and has been involved with community media since 2006; holding previous employment at Wellesley Media, as well as internships throughout the years at various media centers. Suzette holds a BS degree from the University of Hartford in Multimedia with a specialization in Television Production. Having a passion for editing comes in handy, as she loves to be inventive when it comes to developing new concepts for projects.

Dane Sellards, Public Access Coordinator. Hire Date: 1/6/20 – Dane has been with WinCAM for just a few months but has already demonstrated a tireless work ethic and an easy demeanor for working with aspiring video producers. Dane is currently charged with programming the public access channel as well as producing content and helping to organize member coverage of community events.

Jon-Erik O'Neil, Government Access Coordinator. Hire Date: 11/26/18 – A native of New Hampshire, Jon has a background in community media dating back over a decade. In his time at WinCAM, Jon has demonstrated a solid work that resulted in a promotion to a Level 2 part-time employee in 2019. Jon schedules and produces content for the government access channel and also heads up the after school youth video programs for middle school and high school aged students. Under Jon's directions, the youth video program has covered live events and sports for broadcast.

B. Facilities

1. Swanton Street:

Since February of 2014, the base of operations for WinCAM has been rented space located at 32 Swanton Street. This move out of Winchester High School was necessitated by a three-year renovation project of the school and was originally intended to be a temporary move. This move also came at a substantial cost to the organization, so the thought of repeating the process was not an attractive one. The following chart breaks down the costs associated with WinCAM's move of 2014.

ITEM	COST
Architecture	\$12,600
Construction	\$219,225
Infrastructure	\$4,000
Fiber	\$16,988
Furnishings	\$15,136
Moving & Storage	\$1,845
Signage	\$6,582
Production Equipment	\$24,085
TOTAL	\$300,471

Capital expenditures were just one factor in the equation. Moving out of the high school into rented space meant that WinCAM now had to pay rent. Instead of \$1 a year which was the rate at WHS, the organization was now faced with a rental rate of \$1 per square foot per month, with increases each year.

The WinCAM facility at 32 Swanton Street started out as a 3,000 square foot floorplan which featured three staff offices, two production studios, a conference room, a community editing room, a kitchenette, server room and limited storage. *Studio A* is a traditional large studio space accompanied by a control room across the hall. This studio is equipped with a full lighting grid, dimmer packs, studio cameras and audio inputs for microphones. *Studio B* is more of a small scale, hot-set type of system where smaller productions can be recorded with a remote controlled camera. This space also doubles as a podcast/audio recording studio.

The organization renewed its lease on the space in February of 2018 for an additional five years but learned of an opportunity to expand later that summer. The tenant in the adjacent space was vacating and WinCAM was presented the opportunity to expand its facility to 5,000 square feet. This was a difficult decision because while the extra space meant that WinCAM could increase its offerings and services to the Town, it also meant that both rent and utilities would effectively double.

During the fall of 2018, WinCAM began construction on the expansion of the facility which contains a large multi-purpose community meeting space, a kitchen and break area and additional office and editing spaces. The original plan called for a fully functional kitchen set for cooking shows as well as a secondary control room for production but plans were scaled back due to the uncertainty of future funding. WinCAM hopes to continue to invest in the facility into the future, adding capital equipment and production space based on community need. The following chart breaks down the costs associated with WinCAM's expansion of 2018.

ITEM	COST
Architecture	\$27,800
Construction	\$350,000
Infrastructure	\$4,000
Furnishings	\$7,000
Production Equipment	\$27,500
TOTAL	\$416,300

Since the opening of the space in 2019, WinCAM has been able to utilize the new assets to further ingratiate itself within the community. The extra space allowed WinCAM to take on a subtenant – another Winchester non-profit called Brio Integrated Theater. Brio – who’s tagline is “Arts for All” works with differently abled individuals, teaching them everything from real life job training to kitchen skills to animation, writing and video production. WinCAM had always enjoyed its relationship with this award-winning non-profit, but now the two organizations can collaborate without ever having to leave the building. Brio won a Massachusetts Creator Award in 2020 for their Music Video, *Perfect*.

The WinCAM multipurpose space has also become a real benefit to the community at large. Several town boards and civic groups have used the room to meet, collaborate and generate content that is then shared on WinCAM’s cable channels. WinCAM has also collaborated with the world-renowned Arthur Griffin Museum of Photography to set up a satellite gallery in the multipurpose space. Below is a partial list of groups and organizations who have used the multipurpose space since it opened in early 2019:

- The Winchester Coalition for a Safer Community
- The Arthur Griffin Museum of Photography
- The Winchester Climate Action Advisory Board
- Winchester High School’s Post-Grad Transition Program
- The Ladies’ Auxiliary of the Sons of Italy
- Winchester Rotary Club
- The Winchester Chamber of Commerce
- The Winchester Republican Committee
- Brio Integrated Theater
- The Network for Social Justice
- Winchester Master Plan Steering Committee

2. Winchester High School:

WinCAM had never fully given up on the idea of returning to Winchester High School. The organization has always enjoyed a fruitful partnership with the public school system and both sides could see the benefit of having WinCAM’s presence at WHS. After several years of negotiation, WinCAM and the Winchester Public Schools entered into a formal agreement where WinCAM would have dedicated space at WHS in exchange for providing technical support and for running after school programs in the school’s production space.

It is also important to note that WinCAM did not move its connectivity point from Winchester High School during its move or the high school’s renovation. The connections to both Comcast & Verizon did move approximately 200 feet from where it was located in the old school but the main point of contact to the cable companies remains at WHS. Having dedicated space at WHS will also allow WinCAM to better monitor this equipment.

This remote facility, configured within the existing WHS studio, control room and edit lab space, is comprised of an office and equipment storage space. The office is situated within the high school edit lab itself, allowing for WinCAM’s staff to be ever present for after school activities, fostering production, checking equipment in and out and supporting students during post-production. The storage space connects to the high school production area and WinCAM office to the WinCAM video origination point

at WHS and allows WinCAM to safely store remote equipment for student use. It also serves as a point of direct access for WinCAM staff to its connections to the cable companies.

The following chart breaks down the costs associated with the construction of the WHS satellite office in 2018:

ITEM	COST
Architecture	\$1,900
Construction	\$34,000
Infrastructure	\$9,500
TOTAL	\$45,400

3. Remote Production Space:

WinCAM employs and maintains two remote production spaces for municipal meetings: One in Winchester Town Hall and the other at the Parkhurst School, where the school department's Administrative Offices are located. Both of these systems feature remote controlled cameras, wireless microphones (Town Hall only), character generators and full live capabilities. The systems also work with the Town's assisted listening devices for those in need of sound amplification.

The Town Hall system was installed in 2010 and WinCAM representatives use the system to produce live meetings of both the Winchester Select Board and the Winchester Planning Board. Each of these boards meets at least twice a month. The system has had several additions and modifications over the years. The character generator was replaced with a recycled unit in 2016 and new wireless gooseneck microphones were installed at the request of the Select Board in 2017.

With the relocation of the school department's Administrative Offices in 2013, a new system was installed to produce live meeting coverage of the Winchester School Committee. The system is nearly identical to the Town Hall system and is modular enough to be moved if the offices of the school system should relocate.

WinCAM has also spent considerable resources in the high school auditorium. The system installed during the renovation was certainly an upgrade on what was existing in the old school, but it needed some additions in order to be completely functional for live Town Meeting television coverage. The following chart breaks down the costs associated with the installation and maintenance of the remote production systems:

ITEM	COST
Town Hall System – Initial Cost	\$33,500
Town Hall System – Repairs/Additions	\$19,700
Parkhurst System – Initial Cost	\$42,000
Winchester High School Auditorium	\$12,250
Winchester High School Studio/Control Room*	\$75,000
TOTAL	\$182,450

* Estimated cost not spent at time of document authoring

Because production facilities are located in different areas of town, municipal connectivity via fiber optics is essential for WinCAM's successful production of events and meetings. The Town of Winchester

has built and maintained a sophisticated fiber system and WinCAM has connected to this loop with permission from the town. Over the term of the contract, however, relocation and improvements have necessitated investments from WinCAM for fiber connectivity. The cost breakdown of fiber connectivity for WinCAM is reflected in the charts above.

WinCAM also possesses a unit which allows video and audio signals to be broadcast over cellular, WiFi or hardwired internet connection. This capability has increased the organization’s ability to carry events live in areas where live production had not been possible for many years.

C. Membership

All Winchester residents, organizations, institutions and other entities based in Winchester wishing to help produce access programming or wishing to help promote and support access programming in the Town of Winchester are eligible for WinCAM membership. Membership fees collected account for less than 1% of WinCAM’s annual budget. WinCAM offers the following options for membership:

- INDIVIDUAL - \$25 per year
- STUDENT (Through Grade 12) or SENIOR (60+) - \$10 per year
- FAMILY - \$45 per year
- NON-PROFIT ORGANIZATION - \$50 per year
- BUSINESS - \$100 per year. WinCAM has witnessed steady increases in membership nearly every year since 2011 as demonstrated in the following chart:

CALENDAR YEAR	TOTAL MEMBERS	DIFFERENCE
2011	122	-
2012	150	+ 28
2013	150	0
2014	164	+ 14
2015	175	+ 11
2016	186	+ 11
2017	170	- 16
2018	177	+ 7
2019	174	- 3
AVERAGE	163	+ 7/year

Not all organizations served by WinCAM become members of the organization, but many do. The following is a partial list of over 70 organizations who have successfully partnered with WinCAM over the course of the current contract. Organizations who have also joined as members have been italicized.

WinCAM’s COMMUNITY PARTNERS	
Autism Housing Pathways	<i>Boston Back Rehab Center</i>
<i>Boston Thamil Association</i>	Boy Scouts
<i>Brio Integrated Theatre</i>	<i>Children’s Own School</i>
<i>Chinese American Network of Winchester</i>	Chrysalis Center for Meditation & Wellness
Cub Scouts	<i>En Ka Society</i>
<i>Family Action Network</i>	<i>First Baptist Church of Winchester</i>
Girl Scouts	<i>Greater Boston Chinese Culture Association</i>
<i>International Church of God</i>	<i>Just a Minute Film Festival</i>
<i>League of Women Voters, Winchester</i>	<i>Live, Learn, Act</i>

MassAccess	Massachusetts Grief Recovery After Substance Passing
Massachusetts Memories Roadshow/Winchester Edition	Miles in Heels Productions
Mystic River Watershed Association	<i>Reprise Events</i>
<i>Russian School of Mathematics, Winchester</i>	Sachem Youth Baseball
<i>St. Eulalia Parish</i>	Sustainable Winchester
<i>Taste of Heaven Ministry</i>	<i>Temple Shir Tikvah</i>
<i>The Griffin Museum of Photography</i>	<i>The Shepherd's House</i>
<i>The Winton Club</i>	Winchester ABC
<i>Winchester Chamber of Commerce</i>	Winchester Climate Action Advisory Committee
Winchester Coalition for a Safer Community	<i>Winchester Community Music School</i>
<i>Winchester Farmers' Market</i>	Winchester Field Development Council
<i>Winchester Foundation for Educational Excellence</i>	<i>Winchester Historical Society</i>
Winchester Hospital	<i>Winchester Multicultural Network</i>
<i>Winchester Pop Warner</i>	Winchester Reads
<i>Winchester Rotary</i>	<i>Winchester Seniors Association</i>
Winchester Sports Hall of Fame	<i>Winchester Star</i>
Winchester Town Clerk	Winchester Town Day Committee
<i>Winchester Unitarian Society</i>	Winchester Veterans' Association
<i>Winchester Youth Center</i>	<i>Wright-Locke Farm Conservancy</i>
Zoo New England	
GOVERNMENT AGENCIES:	Massachusetts Emergency Management Agency
Massachusetts Office of Consumer Affairs & Business Regulation	Middlesex Sherriff's Office
Winchester Archives	Winchester Conservation Commission
Winchester Council on Aging	Winchester Department of Public Works
Winchester Design Review Committee	Winchester Energy Management Committee
Winchester Historical Commission	Winchester Personnel Board
Winchester Planning Board	<i>Winchester Public Library</i>
<i>Winchester Public Schools</i>	<i>Winchester Recreation Department</i>
Winchester School Committee	Winchester Select Board
Winchester Cable Advisory Committee	

D. Training

All WinCAM members are eligible for training in the use of studio equipment and program production. Certification workshops covering basic television production and field, studio and post-production techniques are available on an ongoing basis. These workshops are given under the direction of WinCAM staff or a qualified person approved by the Executive Director. Core classes, offered on an ongoing basis include: *Introduction to Field Production, Introduction to Studio Production in Studio A, Introduction to Photoshop Elements, Introduction to Motion, Canon EOS 70 D Basics, Basic Editing with Final Cut Pro X, Introduction to Studio B, Advanced Editing with Final Cut Pro X, Podcasting Basics.*

The following chart outlines the number of members receiving certification in some of the core workshops in each year between June of 2014 and July of 2018:

		FLD 101 - Field Prod.	EDT 101- FCPX	STU 101 - Studio A	GFX 101 - Photoshop	STU 201 - Podcasting	Totals
2014	Jun	4	0	0	Not offered	Not offered	
	Jul	0	6	0	Not offered	Not offered	
	Aug	6	1	0	Not offered	Not offered	
	Sept	5	6	0	Not offered	Not offered	
	Oct	14	3	3	Not offered	Not offered	
	Nov	2	5	0	Not offered	Not offered	
	Dec	1	0	9	Not offered	Not offered	
	TOTALS:	32	21	12	0	0	65
2015	Jan	0	0	0	Not offered	Not offered	
	Feb	6	6	0	Not offered	Not offered	
	Mar	7	3	0	Not offered	Not offered	
	Apr	3	2	0	Not offered	Not offered	
	May	0	0	3	Not offered	Not offered	
	Jun	2	2	0	Not offered	Not offered	
	Jul	0	3	0	Not offered	Not offered	
	Aug	1	0	2	Not offered	Not offered	
	Sept	0	2	0	Not offered	Not offered	
	Oct	9	0	0	Not offered	Not offered	
	Nov	0	0	0	Not offered	Not offered	
	Dec	7	3	0	Not offered	Not offered	
	TOTALS:	35	21	5	0	0	61
2016	Jan	1	1	1	0	1	
	Feb	1	3	2	1	0	
	Mar	13	1	0	0	0	
	Apr	0	0	0	0	2	
	May	5	1	0	1	0	
	Jun	1	3	4	0	0	
	Jul	0	0	0	0	0	
	Aug	1	1	1	0	0	
	Sept	0	0	0	2	1	
	Oct	10	7	0	0	0	
	Nov	9	9	2	0	0	
	Dec				0	4	
	TOTALS:	41	26	10	4	8	89
2017	Jan	1	2	0	2	3	
	Feb	0	0	3	0	0	
	Mar	3	3	0	0	0	
	Apr	2	1	0	3	0	

	May	0	3	0	1	3	
	Jun	4	1	0	0	0	
	Jul	1	2	0	2	1	
	Aug	3	0	0	0	2	
	Sep	1	0	2	0	0	
	Oct	12	10	2	1	0	
	Nov	3	3	0	0	0	
	Dec	2	2	0	0	0	
	TOTALS:	32	27	7	9	9	84
2018	Jan	1	1	0	2	1	
	Feb	3	3	0	0	0	
	Mar	1	2	0	1	2	
	Apr	4	0	0	0	0	
	May	2	3	0	0	1	
	Jun	1	0	1	0	0	
	Jul	2	2	0	0	0	
	TOTALS:	14	11	1	3	4	33

The totals show that in an average year, 83 certifications are awarded. This may not mean that 83 different people were certified because many will enroll in several workshops especially when they first join. However, the data is a good representation of what an active, constantly renewing membership WinCAM cultivates. Note also that WinCAM has remained flexible in its offerings, changing with the times and creating new workshops to stimulate and educate community members. WinCAM has also been proactive in bringing in guest speakers and vendors to demonstrate different products. These special workshops are designed to offer seasoned members a chance to participate and continue their education past some basic concepts.

E. Programming

WinCAM operated two cable channels from 2000 to 2011, a Public channel and a combined Education & Government channel. In 2011, WinCAM met requirements to add a third channel and split the Education & Government into separate channels. Each channel features non-commercial programming from Winchester and beyond. WinCAM vehemently supports freedom of speech and allows member producers to air programming without bias on the appropriate channels. Programming produced outside of Winchester must be approved by staff or have a resident sponsor in order to be aired.

Programming is supplemented by the Electronic Bulletin Board, which provides announcements of interest and importance on slides developed by WinCAM staff or by programming from outside sources such as Free Speech TV or NASA TV, downloaded from satellite feeds at WinCAM's expense.

WinCAM staff & members have received national recognition from the Alliance for Community Media's *Hometown Media Awards* several times over the course of the contract:

2013 – ***Cherry Vanilla*** – Best Original Teleplay, Youth Category. Lydia Mullan, Producer

2015 – ***O.C.D.*** – Best Experimental Video, Youth Category. Anna Abbanat, Producer

2016 – **Viewfinder** – Best Audio Program, Access Center Professional Category.

WinCAM staff, Producers

2017 – **Viewfinder** – Best Audio Program, Access Center Professional Category.

WinCAM staff, Producers

In service to the Town, WinCAM carries all meetings live of the Winchester Select Board, the Winchester Planning Board and the Winchester School Committee. WinCAM also provides live coverage of Town Election every year and Town Meeting twice a year. WinCAM provides coverage of several annual events, including but not limited to:

- *Winchester Foundation for Educational Excellence Annual Trivia Bee*
- *Winchester Chamber of Commerce Outstanding Citizen of the Year Award*
- *Winchester Sports Foundation Hall of Fame Induction Ceremony*
- *Winchester High School Graduation*
- *McCall Middle School Graduation*
- *Winchester Rotary Chili-Fest*
- *Winchester League of Women Voters Day at the Races Candidate Forum*
- *Winchester High School Plays and Musicals*
- *Winchester High School Sports (Boys Basketball, Girls Basketball, Boys Volleyball, Girls Volleyball, Wrestling, Baseball, Football, Hockey, Field Hockey)*
- *Winchester High School Promenade*
- *Winchester Town Day*
- *Winchester High School's Mr. WHS*
- *Elementary School Plays and events from Ambrose School, Vinson-Owen School, Lincoln School, Lynch School and Muraco School.*

Along with these annual events, WinCAM staff and members have produced hundreds of hours of content designed to entertain and inform the residents of Winchester. The following is a brief list of highlights:

2009 & 2011 – **Cal Ripken Baseball World Series** – Two different times, youth baseball teams from across the country descended on Winchester to vie for a national championship and WinCAM was there both times. In 2009, the regional finals were hosted in Winchester and WinCAM recorded and re-aired half a dozen games. In 2011, the national finals were held in Winchester and WinCAM carried over 20 games live and streamed a multi-camera feed across the country.

2014 – PRESENT – **Technovation Pitch and Demo Videos** – Each year, groups of young women from Winchester High School and McCall Middle School compete in an international technology competition by designing mobile applications. WinCAM is on hand to help the teams create the required pitch and demo videos to accompany their entries.

2011 – PRESENT – **Jenks Center Lectures** – WinCAM member Melodie Wing records, edits and re-airs these monthly lectures that range in subject from the Arts to local history to travel and beyond. Because many seniors may not be able to attend the lectures in person, this is one of WinCAM's more popular series programs.

2011 – 2012 – **Winchester.org** – Produced by WinCAM staff and hosted by WinCAM member, Heather Poduska, this talk show highlighted a different Winchester non-profit each month. The program helped educate the public and provided much needed exposure for many good causes.

2014 – PRESENT – **Coaches vs. Cancer Fundraiser** – This annual event features a silent auction, raffles and above all a basketball game to raise funds for the American Cancer Society. WinCAM has brought in special guest broadcasters and carried the game live on several occasions.

2016 – 2017 – **America Tonight** – This political talk show was produced and hosted by Winchester middle school student, Aiden Rood. Aiden interviewed State Senators, State Representatives, local officials and candidates for local and state offices.

2015 – 2018 – **Viewfinder** – Dubbed “The Podcast that Keeps Winchester in Focus”, Viewfinder featured a WinCAM staff collaboration with the local newspaper, the Winchester Star, and a different guest each week to keep the listening audience up to date on all the community happenings. Viewfinder was recognized nationally two years in a row as the Best Audio Program in the professional category by the Alliance for Community Media.

2016 – 2017 – **Remembering the 1940’s** – This feature-length documentary was the result of nearly two years of collaboration with the Town Archivist, Town Clerk and students from Winchester High School. Students interviewed local senior citizens about their memories of the 1940’s as we recognized the 75th Anniversary of the U.S. entry into World War II.

WinCAM’s programming is a staple in the community. The organization is depended on by its residents to document meetings and events of community interest. Hardly a week ever goes by without a phone call or email from a resident inquiring about a particular program.

F. WinCAM in the Community

Since its inception, WinCAM has strived to be an invaluable member of the Winchester community. WinCAM’s mission statement is as follows:

WinCAM is committed to providing an electronic forum for the free exchange of information and ideas, and a showcase to reflect the talents, skills, interests, concerns and diversity of the Winchester community. WinCAM provides the Winchester community with television studio and field equipment for member use as well as the free training from our expert staff to educate and support member productions.

In pursuit of this mission WinCAM:

- Has an open-door policy where everyone is treated with respect;
- Manages facilities for community access non-commercial TV programming to be shown on PEG access channels on Winchester cable television systems free of charge;
- Provides member access to training in video equipment, including video production and computer communications;
- Serves as a catalyst to facilitate and stimulate community discourse and provide leadership in the use of video technology.

WinCAM has made it an organizational priority to foster a mutually beneficial relationship with town departments, creating positive ties and providing expert advice and support when called upon. WinCAM has become known to the Issuing Authority and all other boards and committees in town to be a responsive and trustworthy operation. Municipal departments and employees know WinCAM staff by first names and know they can call upon the organization for help in all things related to technology.

Working with the public schools has also been a long-standing priority of the organization. In 2012, WinCAM reworked its policy on Organizational Membership, essentially waiving the maximum number of individuals who could be involved in the Winchester Public Schools' membership. This meant that any student, teacher, coach, parent or volunteer wishing to produce school-related programming may do so for no cost. This program has been met with much enthusiasm from the school system and has resulted in the production of hundreds of hours of programming over the years.

Programming is not the only benefit to the schools. For many years, WinCAM has worked closely with elementary schools who do mentorship programs, teaching young people studio production, field production, movie making and sports broadcasting. The facility at Swanton street is well suited for field trips as well – often visited by boy and girl scouts and other community groups. WinCAM has tailored programs specifically for middle school students, both through the school itself and through the Winchester Youth Center. WinCAM has also made specific arrangements to work within the classrooms of the Winchester Public schools at times, bringing equipment and expertise right to the students. With the addition of the satellite office at Winchester High School in the fall of 2018, WinCAM hopes to inject new life into the media production curriculum. Our sincere hope is that with enough interest in after school programs, the administration will start to see increased enrollment in media production classes and WinCAM has offered to help design curriculum and be part of the hiring process for a full time media production teacher at Winchester High School.

WinCAM works closely with both the WHS faculty members in the media production area and the professionals who run the Creative Technology Center in the WHS library. WinCAM staff members are a common sight within public schools, constantly reinforcing bonds with teachers and administrators. When asked, WinCAM staff members will also engage directly with students who seek a creative outlet.

Many local organizations depend on WinCAM for dissemination of information and recording of events. As highlighted above, WinCAM has worked with dozens of organizations over the years and continues to offer free services such as creation of electronic bulletin board pages and production of public service announcements. WinCAM strives to go beyond the traditional class and loan of equipment. WinCAM views community partnerships as both an obligation and an emphasis.

WinCAM has also initiated many projects designed to engage the community at large including but not limited to:

- Summer Kids' Video Clubs for many years
- Video Postcard Program at the Jenks Senior Center in 2013
- Digital Storytelling Workshop at the Jenks Senior Center in 2014
- Digitizing Memories Workshop at the Jenks Senior Center in 2015
- Participation in the Mass Memories Roadshow in 2018
- A Winchester Based Public Service Announcement Contest in 2015
- Winter Celebration & S'mores Fest in 2015
- Summer in Winchester Photo Contest in 2013

- Video Scavenger Hunt in cooperation with Winchester Youth Center for many years
- The Back of the School Barbecue Bash in cooperation with Winchester Youth Center 2013-2015
- WinCAM Holiday House Photo Contest in 2013
- WinCAM Manequin Challenge Video in 2016
- FREE Holiday Family Photos in 2017
- World War II 75th Anniversary Video in cooperation with the Town Clerk, Town Archivist, Winchester High School in 2016 & 2017
- Collaboration with WHS History Department on National History Day video projects
- FREE Video Holiday Greetings every year
- Coverage of the Wright-Locke Farm Speaker series 2017 - Present
- Dozens of special workshops and professional demonstrations through the years

WinCAM is a true community organization, understanding that to become an integral part of the Town, extra effort is nearly always needed. WinCAM is proud to be depended on to perform professional and reliable service to Town Government, organizations and residents.

**G. Post Script Note Regarding WinCAM's Response during Covid-19 -
From WinCAM Executive Director Dave Gauthier, Executive Director
(Appendix B to this RFR)**

1. The Hub of Digital Information

Once it became clear that the spread of COVID-19 was a serious problem and that dependable local communication was going to be a necessity, WinCAM took action. The staff set up a dedicated page on the organization's website – wincam.org/covid19info, and began the task of collecting information on delays, closures and new regulations from the Town of Winchester, civic groups and other non-profits. By participating in weekly remote calls with other key groups in town, WinCAM was able to create this hub of information for the residents to use. It has been updated on a daily basis since it was created. This webpage contains independent slides for groups wishing to make announcements available on easy to read carousels as well as a video player for local video related to COVID-19 and updated video of the daily press conferences held by Massachusetts Governor, Charlie Baker.

During the early times of the pandemic, specifically the weeks of March 23, 30 and April 6, WinCAM suspended all regular programming on all channels during the hours of 9 am and 6 pm in favor of a scrolling list of news, updates and video from the Town of Winchester and its various groups, committees and organizations.

2. Programming During Crisis

Although WinCAM needed to eventually have many staff members working remotely in the name of safety, the infrastructure in place has allowed staff to continue to operate at peak efficiency. Special modes of content delivery have been devised and the following highlights have been produced to date:

- Remote Meetings of the Selectboard, School Committee & Planning Board. WinCAM has not missed one regularly scheduled meeting of these three boards since the crisis started, even when they met simultaneously. Winchester residents have been able to stay informed of the workings of Town Government in a quality they've come to expect.

- Recording of the Annual Brennan Lecture: Every year, a special speaker appears at the Jenks Center, Winchester’s community center. This year, because of the orders of the Governor, the Brennan Lecture would have to be cancelled. This was especially problematic as Dr. Jeffrey Drazen was set to deliver his informative talk: *The Unfolding Story of the Coronavirus*. WinCAM was able to bring Dr. Drazen to the studio to record the talk and premiere it on the air at the exact date and time it was originally scheduled to be done live.
- Remote Storytelling with the Winchester Public Library: WinCAM has been able to produce and air 12 readings by teachers and librarians for children to enjoy with more on the way.
- Senior Exercise Programs: WinCAM has teamed up with one of the fitness instructors at the Jenks Center to produce exercise videos specifically targeted at residents over the age of 60 who wish to stay in shape during this crisis but who cannot attend their regular fitness classes.
- Daily Updates from the Governor of Massachusetts. WinCAM staff is staying connected longer to download and re-air the daily press conferences of Governor Charlie Baker on both the Public and Government channels at different times on a daily basis. Where residents will get only a snippet of the press conference on their local news, they have the option of watching the whole thing on community television at regular times.
- Special Religious Services: Many residents of Winchester observe the Christian tradition that is Holy Week, but are unable to attend services. WinCAM teamed up with a local parish to deliver daily masses and special Holy Week content to residents – even airing the Easter Sunday mass on television mere hours after it was recorded earlier in the day.
- Special Messages from Town Leaders: To date, WinCAM has recorded and aired informational messages from the Town Manager, Town Clerk, Town Health Officer, Head of Department of Public Works, Fire Chief, Police Chief, School Superintendent and more.

Appendix B.

IX. ASCERTAINMENT – FUTURE CABLE-RELATED COMMUNITY NEEDS AND INTERESTS

This RFR and the within Ascertainment documents reflect the Town’s “future cable-related community needs and interests”. The future cable-related needs and interests expressed in the body of this RFR, and in its Appendices, including the proposed Renewal License provisions are all an integral part of the Town’s ascertainment and ascertainment record.

All future cable-related community needs and interests described or otherwise included in this RFR must be responded to by Comcast in its response to this RFR, both in its narrative response and, if responded to favorably by Comcast, by addressing said need and interest(s) in its proposed License. The failure of Comcast to include a corresponding license provision(s) in its proposed license will, unless further clarified by Comcast in its Proposal or proposed license, shall be deemed to mean that Comcast has decided not to address the particular community need and interest as outlined in the RFR or has done so in a manner different that outlined in this RFR, as the case may be.

The Town has taken into consideration all ascertainment documents, records, proceedings, meetings, and comments, as well as its own first-hand knowledge and experience with and of the cable system, cable service, PEG Access, and other cable-related needs and interests. **The Licensee must submit a proposal that is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.**

A. Public, Educational and Government Access

➤ PEG Access Operational Support - 5% of Gross Annual Revenues

The current license Comcast license has PEG Access Support of three and seven-eighths percent (3.875%) of Gross Annual Revenues. (The PEG Access Support for the first three (3) years of the License was four and five-eighths percent (4.625%) of Gross Annual Revenues.) By contrast, the PEG Access Support of the Town's other cable licensee is five percent (5%) of Gross Annual Revenues. To meet future cable-related needs and interests, five percent (5%) of Gross Annual Revenues will be needed. This must continue to be based on a "full" definition of "Gross Annual Revenue", with no exclusions or deletions for any categories of Gross Annual Revenues.

Ascertainment – Documentation, Records and Description Regarding PEG Access Operational Support

(1) WinCAM – “Envisioning The Future”, Section IV (Pages 16 – 19) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

A. *Challenges & Opportunities*

WinCAM has experienced a remarkable amount of growth over the last decade. The Board of Directors and staff began discussing the problem of visibility early on, and took steps to remedy the situation. A consulting firm (ESC) was hired in 2012 to help WinCAM recognize its shortcomings and its needs. The objectives and scope of the project are listed below.

Project Objectives

ESC's objectives for this business planning project are to:

- 1. Provide an effective planning process and the consultant resources to guide WinCAM through the process.*
- 2. Work collaboratively to produce a practical, effective and measurable three-year business plan for WinCAM*
- 3. Develop a plan that will provide the stakeholders and staff with clear goals and the strategies and tactics to achieve them.*

Project Scope

The WinCAM business planning project will cover a three-year time horizon. ESC will help the organization develop and prioritize goals and strategies based on an environmental scan and then develop tactical and financial plans and metrics. We will deal with both internal and external strategies.

As a result of this project, WinCAM concluded that the board needed to be expanded and that the organization should seek a more visible facility. After an exhaustive search, WinCAM settled on the current space at 32 Swanton Street. What started as temporary space became more permanent and was expanded upon in 2018.

In 2015, WinCAM held a day-long Strategic Management Forum to obtain a unified and clear directive for the future operation of the organization. During the forum, board and staff engaged in several prioritizing exercises, trying to obtain this unified direction. The following charts detail the results of priority rankings of board and staff. The highest total was deemed to be of highest priority:

Exercise #1 – COMMUNITY

<i>Topic</i>	<i>Total</i>
Center for Arts & Community Events	12
Promoting Viewership	10
Awareness of Offerings & Services	9
Connections with Schools & Students	8
Ties with Local Non-Profits	5
Ties with Local Businesses	5
Ties with Local Government	2*

* - At the time of the survey, this item was perceived to be strong already, with other areas needing more focus.

Exercise #2 – OPERATION

<i>Topic</i>	<i>Total</i>
Strengthening Member Community (internal)	14
Outreach & Marketing (external)	14
Classes, Programs, Workshops	9
Online Presence	8
Alternative Revenue Sources	8
Channel Content	6
Staff Roles & Responsibilities	5
Staff Production/Municipal Meetings	5

The board and staff used results of this forum to map out strategies and organizational priorities over the next several years. Of the 15 listed categories, specific goals were either met or surpassed before 2019 in 12 of them. All this goes to illustrate that WinCAM is an organization which prides itself on a measured approach. Decisions are not made cavalierly and that approach will serve WinCAM well going forward.

The role of the community media center has evolved over the years as technology has altered our way of life. Once the only game in town for the technologically inclined, the media center now has to compete with different platforms of self-expression just as the cable companies need to compete with different entertainment platforms. However, there are still many services the community media center can offer residents that they can't acquire through an application or social media site. These services, as well as WinCAM's plans for improving them, are outlined in the following sections.

B. Staffing Needs

The staff of any good community media center are knowledgeable facilitators and competent producers. As the technological world advanced, volunteer pools began to dry up and the media center needed to offer more to remain relevant. Consequently, staff members were asked to do more and more. In the current landscape, access professionals must be proficient in several different areas in order to meet the demands of the active center. Often, these professionals become overworked and underpaid.

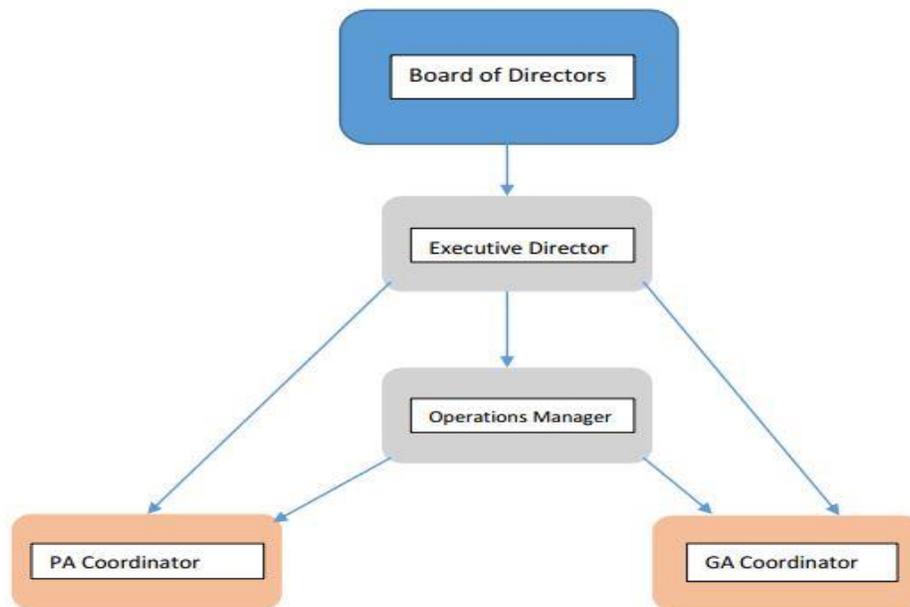
At WinCAM, there are at present four employees – two full time and two part-time. WinCAM will also utilize contracted part time help for certain large productions or municipal meetings. These contractors are generally comprised of more seasoned members who have both the availability and the experience to produce video of important events or meetings. Current employee structure is as follows:

EXECUTIVE DIRECTOR: Full time position. The Executive Director is responsible for the overall administration, operations and planning, as well as outreach and community service for the WinCAM, in accordance with the governing documents of WinCAM, including, but not limited to, the By-Laws, Rules and Procedures, and the Agreement with the Town of Winchester.

OPERATIONS MANAGER: Full time position. The Operations Manager will organize and facilitate all areas of production for the organization and will design and lead member training. Reporting to the Executive Director, the Operations Manager is expected to make decisions and be accountable for day to day operation in the absence of the Executive Director.

PUBLIC ACCESS COORDINATOR: Part time position. This coordinator is a reliable and motivated individual to produce content and schedule the public access television channel. Reporting directly to the Executive Director and/or the Operations Manager, this is a part-time position with a minimum of 15 hours per week and a maximum of 20 hours per week.

GOVERNMENT ACCESS COORDINATOR: Part time position. This coordinator is a reliable and motivated individual who will produce content and schedule the government access television channel. Reporting directly to the Executive Director and/or the Operations Manager, this is a part-time position with a minimum of 20 hours per week and a maximum of 30 hours per week.



To meet the demands of training, production and community needs, WinCAM would like to reorganize the staff, allowing for the continued growth of the organization. The Public Access Coordinator would become a full time position, but would now coordinate the programming for all of WinCAM’s channels, as well as manage its online presence (Media Coordinator). The Government Access Coordinator would be transitioned back to a Production Specialist role, as outlined below:

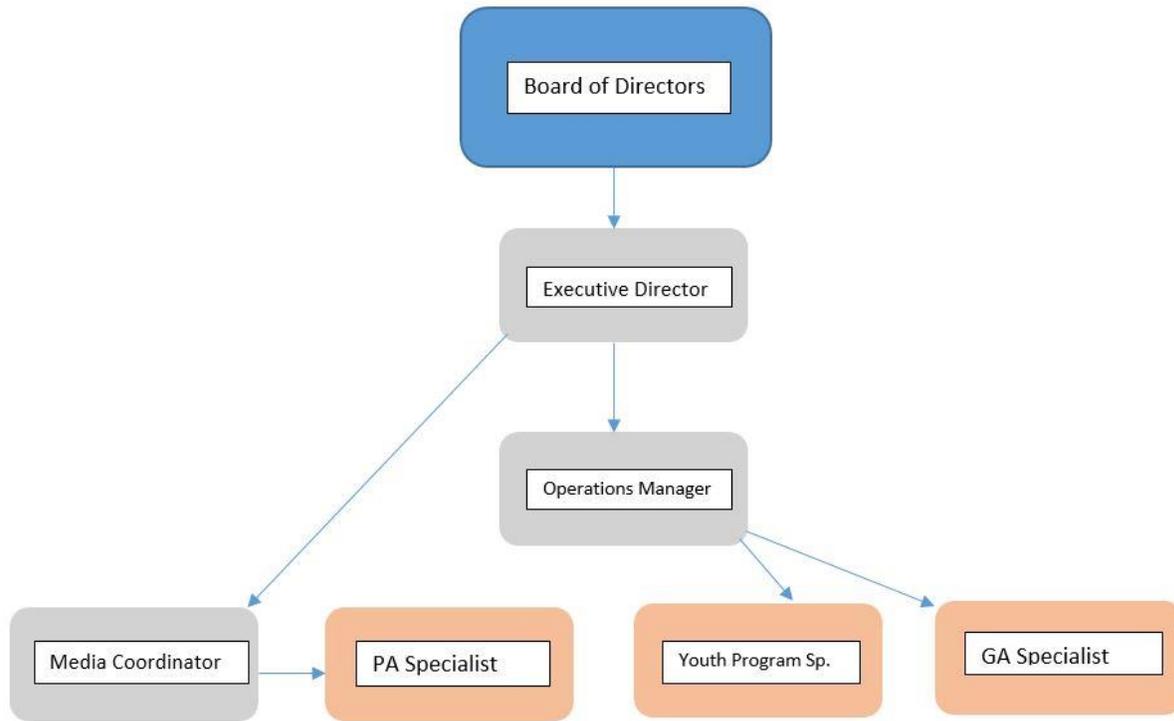
GOVERNMENT ACCESS PRODUCTION SPECIALIST: Reporting directly to the Operations Manager and working in tandem with the other Specialists, the Government Access Production Specialist will cover municipal meetings, annual town events and assist in WinCAM staff-produced programs. This is a part-time position with a minimum of 10 hours per week and a maximum of 20 hours per week.

Additionally, there would be two other part-time positions added to bolster the staff:

PUBLIC ACCESS PRODUCTION SPECIALIST: Reporting directly to the Media Coordinator and working in tandem with the other Specialists, the Public Access Production Specialist will cover community events, assist with member and staff program development and assist in WinCAM staff-produced programs. This is a part-time position with a minimum of 10 hours per week and a maximum of 20 hours per week.

YOUTH PRODUCTION SPECIALIST: Reporting directly to the Operations Manager and working in tandem with the other Specialists, the Youth Production Specialist will run various youth after school programs and foster the production of Educational Access Programming. This is a part-time position with a minimum of 10 hours per week and a maximum of 20 hours per week.

**PROPOSED PERSONNEL
CHART:**



(2) WinCAM – “Calculating Operational Needs”, Section IV (Pages 22 - 23) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

E. Calculating Operational Needs

The following chart tracks the largest annual amounts that WinCAM budgets for, as well as projected growth in those categories over the course of ten years:

ITEM	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Salaries, Wages & Related costs	207,935	216,212	224,817	286,861 **	298,283	310,158	322,504	335,340	348,685	362,561	385,040	408,912	434,263
Insurance	51,500	53,045	54,636	56,275	57,963	59,702	61,493	63,338	65,238	67,195	69,211	71,287	73,426
Rent Expense	55,300	76,800	79,200	81,600	84,000	86,400	88,800 ***	91,200	93,600	96,000	98,400	100,800	103,200
Facility Expense	35,500	71,000	73,840	76,794	79,866	83,061	86,383	89,838	93,432	97,169	101,056	105,098	109,302
Utilities	19,300	32,810	34,451	36,174	37,983	39,882	41,876	43,970	46,169	48,477	50,901	53,446	56,119
TOTAL *	369,535	449,867	466,944	537,704	558,095	579,203	601,046	623,686	647,124	671,402	704,608	739,543	776,310

* - Total represents only 76% of total budget
 ** - Anticipated staff growth
 *** - Assumed. No current lease beyond 2023

As costs such as insurance, rent and utilities continue to rise, WinCAM has been forced to cut back in other areas. Member events, staff training and public relations have all had to take a back seat because of rising costs elsewhere. If WinCAM is to continue its superior public service in the Town, a full 5% of cable revenues must be received over the full term of the license.

Operational costs are projected to increase dramatically over the course of the contract. The projected numbers show an 82% increase in the major operational costs over the next ten years. Taking these increases into consideration and assuming a 4% increase in the remaining 24% of budget items, one reaches the following grand totals:

ITEM	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Total from above table	369,535	449,867	466,944	537,704	558,095	579,203	601,046	623,686	647,124	671,402	704,608	739,543	776,310
Remaining budget and 4% increase	75,465	78,484	81,623	84,888	88,284	91,815	95,488	99,308	103,280	107,411	111,707	116,175	120,822
GRAND TOTAL	445,000	528,351	548,567	622,592	646,379	671,018	696,534	722,994	750,404	778,813	816,315	855,718	897,132

WinCAM has expanded its operations a multitude of times over the last five years and shows no signs of regression or reduction. As evidenced in Section III, WinCAM has become an invaluable community partner in the Town and cannot continue to serve cable subscribers and residents on anything less than the maximum 5%.

- (2) **Letters of Support from WinCAM - see Renewal Document (Appendix A), (Section V. Appendices).**
- (3) **Public Hearing Record (October 11, 2018).**

➤ **PEG Access Capital Support**

Meeting the Town’s PEG Access capital needs will allow WinCAM the flexibility to respond to technology advances in a prudent and responsible way. In order for WinCAM to remain a valuable resource for PEG Access operations and programming, and community education, the video and audio quality of the Access Channels must provide an appealing option for cable viewers, and an activity of choice for community producers and volunteers. These challenges will continue over the life of the renewal cable license. The capital needs, as ascertained by WinCAM through both its continuing capital review and assessment and, more specifically, this license renewal process, are as follows:

LOCATION	ESTIMATED COST	COMPLETED BY YEAR
Winchester High School Studio/Control	\$83,000	2021
Winchester High School Auditorium	\$73,000	2022
Winchester High School Edit/Field	\$108,000	2026
Remote Production – Town Hall	\$26,000	2021
Remote Production – School Committee	\$19,500	2024
WinCAM Facility Post Production	\$90,000	2022
WinCAM Facility Field Production	\$34,000	2027

WinCAM Facility Signal Processing/Distribution	\$190,000	2025
WinCAM Facility Studio Production	\$210,000	2028
WinCAM Secondary Control	\$26,000	2021
WinCAM Facility General Capital	\$600,000	Ongoing
WinCAM Digital Presence	\$50,000	2023
Producer Grants	\$10,000	Ongoing
Production Vehicle	\$40,000	2024
Fiber Upgrades	\$22,000	2022
Archival Project	\$79,000	2023
TOTAL	\$1,660,500	BY 2028

Ascertainment – Documentation, Records and Description Regarding PEG Access Capital Support

(1) WinCAM – “Capital Needs”, Section IV(C) (Pages 20-21) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

C. Capital Needs

For many years, WinCAM enjoyed a relationship with the Winchester Public Schools which enabled it to operate out of space at Winchester High School for the cost of \$1 per year. This arrangement allowed for WinCAM to expend some operational monies for capital projects. Since taking on rent in 2014, WinCAM finds itself without the same financial flexibility and many capital upgrades will be necessary over the course of the next contract. As most computers and electronics have an expected useful life of five years, the categories listed may require multiple upgrades, depending on the term of the contract. The following paragraphs will describe where anticipated capital improvements will be needed. Costs will be listed in section F.

WINCHESTER HIGH SCHOOL - The production facilities at WHS are currently inadequate for student production. WinCAM will need to equip the studio with a full studio light and dimmer package as well as character generation in the control room. The auditorium will need to be outfitted with remote controlled cameras for Town Meeting coverage. Future costs will also include field equipment such as cameras, stabilizers, microphones and editing equipment and software.

REMOTE PRODUCTION SYSTEMS - The systems at both Town Hall and Parkhurst will need upgrades in order to continue providing reliable meeting coverage. Both have issues with battery backups and camera controls. Newer, more robust encoders are vital to reliable live coverage of these meetings.

WinCAM SWANTON STREET STUDIO - WinCAM has done a very good job of keeping its main production facility up to date for many years, but changes in technology and increased usage will necessitate upgrades. By the time this new contract is executed, the edit computers will be over six years old. There is also need for centralized edit storage space. WinCAM will need to upgrade technology in both studios A & B as well as broadcast servers and signal delivery equipment.

FIELD EQUIPMENT UPGRADES – Camcorders, tripods, light kits and other equipment utilized by staff and members in the field will need to be upgraded. Owning and maintaining superior technology is imperative for attracting members to WinCAM.

FIBER UPGRADES – Although WinCAM enjoys adequate connectivity at most production areas in town, there is no current redundancy to the Swanton Street facility. In the event of an emergency, it is imperative that a redundant run of fiber is installed from Town Hall to the facility.

LONG-TERM ARCHIVAL PROJECT – WinCAM has already begun the planning for a long term archival system. This project would include either hard or cloud-based servers in remote locations that could be accessed by interfaces placed at Winchester High School and the Public Library. WinCAM firmly believes in proper archiving of town events and municipal meetings and this project would make the files accessible to all.

GENERAL CAPITAL REPLACEMENT – WinCAM utilizes a supply of recorders, converters, microphones, cables, adapters, switches and other production equipment that will need to be replaced over the course of a license term.

PRODUCER GRANTS – Listening and reacting to member requests has been a long-standing tradition of WinCAM. As member-producers strive to take on more advanced production challenges, WinCAM would like to establish a grant program where members may apply to WinCAM to purchase equipment specifically useful to their production.

WinCAM PRODUCTION VEHICLE – WinCAM utilizes a 2010 Ford E250 van in order to move equipment and personnel around during production. While this van is not currently equipped to be utilized as a mobile control room, it is an invaluable production and marketing tool which will likely need to be replaced during the term of the next contract.

(2) WinCAM – “Calculating Capital Needs”, Section IV(E) (Page 23) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

F. Calculating Capital Needs

As referenced above, capital needs will also increase in the next ten years as technology continues to evolve. WinCAM anticipates the need for upgrade and replacement not only at its main Swanton Street facility, but also in remote areas to serve the public at large. The following chart details the estimated cost for upgrade and replacement at WinCAM production sites:

LOCATION	ESTIMATED COST	COMPLETED BY YEAR
Winchester High School Studio/Control	\$83,000	2020
Winchester High School Auditorium	\$73,000	2021
Winchester High School Edit/Field	\$108,000	2025
Remote Production – Town Hall	\$26,000	2020
Remote Production – School Committee	\$19,500	2023
WinCAM Facility Post Production	\$90,000	2021
WinCAM Facility Field Production	\$34,000	2026
WinCAM Facility Signal Processing/Distribution	\$190,000	2024
WinCAM Facility Studio Production	\$210,000	2017
WinCAM Secondary Control	\$26,000	2019
WinCAM Facility General Capital	\$600,000	Ongoing
WinCAM Digital Presence	\$50,000	2022

Producer Grants	\$10,000	Ongoing
Production Vehicle	\$40,000	2021
Fiber Upgrades	\$22,000	2020
Archival Project	\$79,000	2022
TOTAL	\$1,660,500	BY 2026

See also Section IV(D) (Page 21) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

- (2) Letters of Support from WinCAM - see Renewal Document (Appendix A), (Section V. Appendices).
- (3) Public Hearing Record (October 11, 2018).

➤ **HIGH DEFINITION PEG ACCESS CHANNELS AND DUAL CARRIAGE OF STANDARD DEFINITION PEG ACCESS CHANNELS WITH UPGRADE TO STANDARD DIGITAL INTERFACE**

As explained by WinCAM:

1. High Definition Programming:

Due to the high demand for local content and the myriad of choices viewers have at their disposal, it becomes more and more imperative that return signals are delivered in equal quality to local broadcast stations. WinCAM does not place higher value on certain content and the true nature and tradition of a PEG setup should be preserved in the best possible quality. In other words, rather than follow the recent trend toward offering only one channel of equal quality of broadcast stations, WinCAM would like to see three channels offered in the best quality available.

Along with these channels in High Definition, 4K or any future technological quality, WinCAM would like Comcast to continue to support the standard definition channels. Many viewers do not view content on higher cable tiers and would prefer to continue viewing on the current channels. SD channels should be maintained and upgraded to a Serial Digital Interface to maximize signal quality.

Section IV(D) “Local Programming”, “1. High Definition” (Page 21) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

WinCAM must be able to migrate to HDTV and to raise the signal standards from the current analog NTSC 3:4 aspect ratio to the digital High Definition (HD) 9:16 aspect ratio. Since most new TV sets are now 9:16 an upgrade is important for cable subscribers. Additionally, the equipment purchased by WinCAM, including cameras and editors is HD equipment. WinCAM should not have HD signals its sends, downgraded by Comcast. Such downgrading is a waste of money and efforts, and a disservice to subscribers. The HD channels should be provided to the Issuing Authority/Town within one (1) year of the Effective Date of the Renewal License. Comcast must consult with the Issuing Authority regarding the channel designation of the new HD PEG Access Channels and shall make every effort to locate said HD channels at locations that have a relationship to the existing PEG Access Channels and will best insure viewership by cable subscribers.

Standard Definition carriage should be retained for each of the three (3) PEG Access Channels and should be upgraded by Comcast to Serial Digital Interface (“SDI”) at the same time as the HD Channels are implemented within the one-year time frame referenced above.

Additional Ascertainment – Documentation, Records and Description Regarding High Definition PEG Access Channels

(1) Public Hearing Record (October 11, 2018).

➤ **PEG ACCESS CHANNEL NUMBERING AND PLACEMENT/
REIMBURSEMENT FOR COSTS**

As explained by WinCAM with respect to PEG Access Channel Numbering and Placement:

WinCAM has a long history of delivering content on channels 8 and 9 – Public and Government, respectively. Channel 22, added in 2011, has also become a favorite destination for viewers looking to access Educational programming. WinCAM would like to see these SD channels stay on the same return numbers to avoid confusion among its audience. Wherever possible, HD or higher quality channels should mirror the current SD channel numbers – for example, WinCAM Public should be on 8 in SD and 808 in HD. WinCAM would also like for Comcast to contribute to marketing costs in an amount not to exceed \$5,000 should channel numbers change.

Section IV(D) “Local Programming”, “2. *Channel Numbering and Placement* (Page 21) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

➤ **ELECTRONIC PROGRAM GUIDE**

In order to strengthen and promote PEG Access programming, as well as Comcast’s cable service to its cable subscribers, Comcast must provide PEG Access program listings for all three (3) PEG Access channels and the new HD Channel in its electronic program guide (EPG). Inclusion on the EPG will allow for subscribers to see a schedule of what is playing on the PEG Access channels as they scroll through the guide. This listing would allow subscribers to access PEG Access programming, in a manner consistent with accessing other cablecast programming. PEG Access Programming should not be left behind commercial channels in this regard, particularly at times, such as now with the current COVID-10 challenge, PEG Access Programming must not only be available, but also accessible. This will also allow residents to utilize their DVR’s to record programs and view them at a later time.

As explained by WinCAM:

WinCAM would like to have access to electronic programming guide submission systems. Programming offered on WinCAM channels is often critical viewing and sometimes, the only access that residents may have to local government and organizations. Without definitive information on program guides, viewers don’t know exactly what they’re watching. Without inclusion on EPG, subscribers are unable to utilize the full functionality of their Comcast cable when viewing local programming.

WinCAM is fully aware that the processing data for EPG is done by third parties which would charge the organization for the service.

Section IV(D) “Local Programming”, “3. Electronic Program Guide” (Page 21) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

Additional Ascertainment – Documentation, Records and Description Regarding High Definition PEG Access Channels

- (1) **Public Hearing Record (October 11, 2018).**
- (2) **Appendix B - Post Script Note Regarding WinCAM’s Response during Covid-19 - From WinCAM Executive Director Dave Gauthier, Executive Director**

➤ **VIDEO ON DEMAND FOR PEG ACCESS CHANNELS:**

There is a need and interest in PEG Access Video-on-Demand (“VOD”). An increasing amount of programming is being provided “On-Demand”, and PEG Access Programming should not, and must not, be left behind. There are cable systems in the United States which already provide, PEG Access Video-on-Demand, including Comcast cable systems in Sacramento, California; Portland and Gresham, Oregon; and Pasco, Richland, Renton, Seattle, Tacoma and Vancouver, Washington. Comcast clearly shares the Town’s belief and conviction that VOD is a significant part of the future for video, including that provided through the cable system. Comcast has committed itself to being a leader in VOD for commercial programming and can and should do the same for PEG Access programming.

As explained by WinCAM:

Municipal meetings recorded in Winchester are the most requested programming that is produced at WinCAM. Student activities such as performances or athletics are a close second. WinCAM would like space created for local programming on the providers’ on-demand listings without cost so that viewers may be able to access these programs at their leisure. As Comcast is already offering VOD services to PEG centers in certain areas of the country, Winchester should also be afforded this service.

Section IV(D) “Local Programming”, “4. Video On-Demand” (Page 22) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

➤ **CLOSED CAPTIONING**

As described by WinCMA:

Currently, WinCAM’s channels do not fall under the FCC’s guidelines for mandatory closed captioning. However, WinCAM as an organization is sensitive to the needs of all residents and would like to explore the possibilities of carrying some if not all programming with closed caption option. As the cable companies are benefitting from the subscriber fees they collect from residents, it is our contention that they should help defer the cost of captioning, up to 50%.

➤ **MARKETING SUPPORT – INCLUSION OF PEG ACCESS PROVIDER “FLYER” IN COMCAST’S WINCHESTER CABLE SUBSCRIBER BILLS**

The Licensee should allow and provide for the PEG Access Provider’s “flyer” to be included in its bills to Winchester Cable Subscribers once per year. If Comcast claims that this is either not feasible or is too expensive, please provide the factual basis for such assertion.

➤ **WINCAM SUMMARY OF APPROACH TO PEG ACCESS OPERATIONS AND PROGRAMMING**

“At WinCAM, we believe firmly that community media has a bright future – as long as it is allowed to grow and prosper with the times. In an age where content can be digested in so many ways, the battle for relevancy is real. It is imperative for an organization like WinCAM to continue to engage its current consumers and to attract new ones.”

Section IV(D) “Local Programming” (Page 22) of “Document of Current Operations and Further Requirements” (“Renewal Document”) (Appendix A):

X. *Summary Listing of Certain Additional Cable-Related Community Needs and Interests (See also Proposed Renewal License Terms – Appendix C)*

- *Cable Service Made Available to all Residents/Dwelling Units:* Cable Service must be made to be made to be available to all Winchester residents/dwelling units regardless of their location or the density of the area (subject to lawful access on the way). There should be no density requirement for extension of the Cable System. This is an extremely important cable-related community need and interest.
- *Standard Installation:* Standard Installation distance must be no less than one hundred fifty feet (150 ft.) aerial or underground from the feeder cable, 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.). All other installations are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws, however the first one hundred fifty feet (150 ft.) aerial and underground from the feeder cable of such non-standard installations shall be completed at no greater than the standard installation rate.
- *Cable Service To Commercial Establishments:* Cable Service must be made available to all commercial establishments, provided the business agrees to pay for reasonable installation costs, and any monthly subscription costs established by the Licensee.
- *Free Cable Service To Public Buildings:*
 - There is a need and interest in Comcast providing all non-Premium cable services, including basic and expanded cable service (or its digital equivalent) to public buildings and school buildings along the cable route (including all future Town buildings and public schools along the cable route) and to the PEG Access studio, at no cost to the Town, Public School District or the PEG Access designee. If additional equipment, such as a converter, is

required to obtain Standard Service, the Licensee should provide said equipment, at no cost to the Town.

- The Town will not accept a limitation on the Licensee's obligation to provide a cable drop to public buildings to only those buildings which qualify as a "standard installation". In accordance with Section 5(e) of Chapter 166A, Comcast "shall provide a cable drop and an outlet along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the issuing authority" [Emphasis added].
- Comcast should continue to maintain, repair and replace all cable outlets and drops to all occupied Town and School buildings, and to the PEG Access Studio. All new Town buildings (regardless of whether or not at a different location or parcel of property, or not, must receive a cable drop and outlet, any required additional equipment (such as a converter).
- The Issuing Authority should have the right to waive this license requirement in whole or part. More specifically, if contrary to the initial offer, promise and understanding at the time of the initial cable license from which the current renewal license of Comcast has arisen (which offer, promise and understanding was then codified in the initial cable license and thereafter in all subsequent cable licenses granted thereafter by the Town) to provide cable service to public buildings at no cost as both an incentive and consideration for allowing the use of Winchester's public ways for the cable operator's business and profit, Comcast chooses or believes itself compelled to count the provision of cable service to public buildings toward its Franchise Fee/PEG Access Support, thereby reducing Winchester's Franchise Fee/PEG Access Support Amount, the Town reserves the right to waive the license obligation and to request that Comcast stand by and live up to that understanding and commitment as the good corporate citizen the Town knows Comcast to be.
- *Indemnification and Insurance:* Comcast shall fully and completely indemnify, hold harmless and defend the Town, its officials, employees and agents from and against any liability, damages and costs, whatsoever, including reasonable legal fees. Said indemnification provision should not include an unreasonable notice provision setting an arbitrary time period for notice to Comcast. Timely notice, rather than an artificial time requirement, must be used, and may include a provision that the Licensee's defense of the claim not be prejudiced.
- *Recomputation/Audits:* The Licensee must include an audit and recomputation provision that fully protects the Town and its residents. The audit and recomputation must provide a reasonable process for auditing the License payment in the event it is necessary. There should not and must not be an unreasonable limitation on the "look back" period on audits. The applicable statute of limitations under Massachusetts law on a contract action is six (6) years. Any license limitation of less than three (3) years is unreasonable, harmful to the public interest, and self-serving for Comcast. If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a request from the Issuing Authority to provide the Town 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). The Licensee shall be responsible for making available to the Issuing Authority or its designee(s) all records which the Issuing authority or its designee(s) reasonably

deem necessary or relevant to determine the accuracy of a payment or its recomputation. If after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall pay for the full cost of said audit, up to the amount of the underpayment. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) per annum above the Prime Rate during the period that such additional amount is owed.

- *Strand Maps, Including Electronic Maps:* The Licensee must maintain and provide a complete set of strand maps of the Cable System plant, and shall provide an electronic copy of such strand maps and any other maps required to show that portion of the Licensee's cable system which is in the public way. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains as long as the electronic format is in a source format commonly used in the industry, non-proprietary, and capable of being imported into municipal geographical information systems (GIS). If changes are made in the Cable System, the Licensee shall file an updated map(s), including in electronic format as provided for herein, within thirty (30) days. Paper maps are not required to be filed with the City, but should be provided to the City upon written request if they are maintained by the Licensee.
- *Compliance with Applicable Law:* The Renewal License must require that the Licensee comply with all applicable federal, state and local laws, ordinances and regulations. The Licensee should not, and must not, propose that it need only comply with "lawful" laws, ordinances and regulations. It is well established in law that laws, ordinances and regulations are entitled to a presumption of validity, but subject to challenge in a court of law. This is fundamental to the rule of law and the working of government. The Licensee may not by the terms of a renewal license avoid compliance with applicable law, ordinances and regulations solely on the basis that it, the Licensee, deems a law, ordinance and/or regulation to be unlawful.
- *Reports, Records and Information:* There is a community need and interest for the Licensee to provide the City with all reports, records, documents and information needed by the City to monitor, enforce and insure full compliance with the Renewal License. The Licensee must be required by the terms of the Renewal License to provide to the Town all reports either required to be provided under applicable law or regulation or otherwise relevant to the Licensee's cable system or cable service in the Town of Winchester as a matter of course, without requiring a written request by or on behalf of the Town. The Licensee must provide all required reports to the Issuing Authority on its own violation and without requiring a request, written or oral, from the Town. Parties licensed by the City have an obligation to provide such reports without the need of the Town to know the day to day status of the licensed party's reports. It is their business, not ours. Any proposal by the Licensee to restrict the Town's right to reports, records or information relevant to the Town's role as Issuing Authority or under the License based on such reports, records or information being "proprietary" will be deemed unreasonable unless limited to those instances where the Town Attorney concurs or to those instances where there is a specific law, regulation or court order which provides as such.
- *License Compliance/Enforcement:* It is important that a Cable License granted to the Licensee provide that any procedural protection granted to the Licensee not be worded in a manner as to deny the Town and its residents a reasonably expeditious and determinative license enforcement process. While it is important that the Licensee be provided due process with respect to alleged license violations, the Town cannot support a license provision or a default process in which the Licensee: (i) is granted more than a reasonably expeditious period of time for license compliance; (ii) can unilaterally continue or extend the time for final compliance with the License on the basis that the breach cannot be remedied immediately; (iii) is granted a new time clock every time a subsequent violation or the same or similar breach occurs; or (iv) is not held fully accountable for

its default on the basis of the Town not completing its review or making a determination within a pre-determined period of time or date certain.

- *License Term:* The term of the Comcast proposal and a renewal license should be ten (10) years.

IX. Proposed Additional Renewal License Provisions

Future cable-related needs and interests expressed in the proposed Renewal License provisions in **Appendix C** are also an integral part of the City's ascertainment and record. The needs and interests expressed by and through said Additional Renewal License provisions shall be deemed as much a part of the Ascertainment Record and this RFR as if described in the body herein. Conversely, the needs and interests stated in the body of this RFR, and not further listed or described in **Appendix C**, are no less a part of the Ascertainment Record and this RFR, than if they had been referenced in **Appendix C**.

X. Senior Discount

Please note that there is a community need and interest for a meaningful senior discount to senior citizens, age 65 and older, at an amount/percentage no less than ten percent (10%) discount on the Standard Service (including Basic Service and Expanded Basic) or its equivalent to all senior citizens, age 65 and older, who are heads-of-household in the Town and one of the following additional criteria: (i) Medicaid eligible or on SSI; (ii) Massachusetts Fuel Assistance; (iii) Property tax elderly asset /income relief; or (iv) such other additional qualifying categories. Comcast is also encouraged to provide the senior discount to all senior citizens, age 65 and older, without any financial qualifying criteria.

Because the Town anticipates that the senior discount, which is authorized by the Cable Act, is a voluntary act of the cable operator and will be addressed outside of the Renewal License, further information and documents in support of the senior discount will be provided outside of the license renewal context.

Town of Winchester Additional Renewal License Provisions

Additional Renewal License Provisions*

***These Additional Renewal License General Provisions Do Not Include A Number of The Major Substantive Matters and/or Corresponding Renewal License Provisions Addressed In The Body of The “RFR” (e.g. PEG Access Operating and Capital Support; PEG Access Channels and Video Origination and Cablecasting; or Extension of the Cable System) Which Matters Must Be Addressed and Included in Comcast’s Proposed Renewal License in Response to the “RFR”**

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 of any Town resident and/or any Person affiliated with a Town institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee for such use.

Access Channel - A video channel which the Licensee shall make available for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies; public schools; and educational, institutional and similar organizations.

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.

Basic Service - That service tier required and defined by applicable federal law which includes the retransmission of local television broadcast signals and any Public, Educational and Government Access Channels required by this Renewal License.

¹ The introduction to the Definitions should not state anything to the effect that “for the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.” The Town will not allow the intent of the License and its provisions to be interpreted outside of the terms as defined and their context. If the Licensee seeks to use and defined a term used in the “Cable Act”, that term should be specifically included in the definitions.

Town of Winchester Additional Renewal License Provisions

Cable Service - (A) The one-way transmission to subscribers of (i) video programming or (ii) other programming services, and (B) subscriber interaction, if any, which is required for the selection of such video programming or other programming services.

Cable System - a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, 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 541(c) of this title) 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; or (d) an open video system that complies with Section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

Drop – shall mean the cable or fiber that connects a home or building to the feeder cable of the Subscriber Network. [The definition of “Drop” should not be limited to a particular type of cable or fiber, such as “coaxial” cable. The Licensee should not be prohibited or otherwise restricted by the Renewal License from using a fiber drop.

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

Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliate’s or other Person’s use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is

Town of Winchester Additional Renewal License Provisions

derived directly 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 Franchise 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 GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

License Fee - The payments to be made by the Licensee to the Town, which shall have the meaning set forth in M.G.L. Chapter 166A.

Person - Any corporation, partnership, limited partnership, limited liability company, association, trust, organization, other business entity, individual or group of individuals acting in concert.

Prime Rate – The prime rate of interest at the Federal Reserve Bank of Boston or its successor.

Public Way – Either the definition of “Public Way” or the body of the Renewal License should make clear that reference 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.

2. Police and Regulatory Powers.

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable, Town by-laws and lawful regulations, provided such are not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town’s police and regulatory powers shall be resolved in favor of the former. Nothing in this Section shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

3. Removal or Abandonment.

Upon the expiration or earlier termination of this Renewal License, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to the terms of this Renewal License, the Licensee shall remove all of its supporting structures, poles, transmission

Town of Winchester Additional Renewal License Provisions

and distribution systems, and other appurtenances from the Public Ways and other Town-owned places and shall restore the areas to their original condition. If such removal is not complete within six (6) months following such expiration or earlier termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any reasonable costs incurred by the Town resulting from the removal, disposal and site restoration pursuant to this Section shall be paid to the Town by the Licensee within thirty (30) days of written request.

4. Transfer of Renewal License and Effect of Unauthorized Transfer.

(a) Subject to applicable law, 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 holding such Renewal License to any other Person, 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 therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment 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 207 CMR 4.04, as it may be amended, and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider any and all other criteria allowable under law.

(c) 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 this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and six (6) copies of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise provided by applicable law, the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

(f) Any successor licensee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Town of Winchester Additional Renewal License Provisions

(g) Any attempted transfer of the Cable System that fails to comply with the terms of this Renewal License shall be null and void, and shall be deemed a material breach of this Renewal License.

5. Subscriber Network.

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

(b) The Licensee shall install and maintain, throughout the term of the Renewal License, standby power at its Headend. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(c) The Licensee shall transmit all Cable Service to Subscribers in stereo, provide that such Cable Service is furnished to the Licensee in stereo.

6. Emergency Alert Override Capacity.

(a) In accordance with the provisions of FCC Rules and Regulations Part 11, Subpart D, Section 11.51(h)(1), and as such provisions may from time to time be amended, the Licensee shall install, maintain and comply with an Emergency Alert System (EAS). As allowed by FCC Order FCC 97-338, Paragraph 33, the Licensee shall transmit all national, state, and local activations of the Federal EAS, utilizing the four-part message protocol specified in FCC Rules and Regulations Part 11, Subpart B, or successor protocols. This shall include such local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or other authorities identified and defined within FCC Rules and Regulations, Part 11 or the Local and State Plans provided for under those rules.

(b) The Licensee shall comply with all applicable laws and regulations of the Commonwealth of Massachusetts regarding emergency alert.

7. Parental Control Capability.

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets.

Town of Winchester Additional Renewal License Provisions

8. Cable System Technical Specifications.

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

9. Service Available To All Residents.

The 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.

10. Location of Cable System.

The Licensee shall own, operate and maintain the Cable Television System within the Town. 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 poles, towers and other obstructions shall be in accordance with all applicable state and local law.

11. Standard Installation Rate For Drop

Any dwelling unit within one hundred fifty feet (150 ft.) from an aerial or underground cable facility shall be entitled to a Standard Installation rate, unless the sub-surface requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Distances greater than 150 feet shall have the first 150 feet installed at the Standard Installation rate. As with build-out density, the Licensee benefits from the fact that the vast majority of dwelling units in the Town are in close proximity to the street, and thus the Licensee should not object to so serving the rare exception by providing a standard installation for dwelling units no further than the distances set out herein.

12. Underground Facilities.

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense. At such time as these facilities are placed underground by the telephone and electric utility companies at no cost to the Town, the Licensee shall likewise place its facilities underground at no cost to the Town.

Town of Winchester Additional Renewal License Provisions

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional pole.

13. 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, and private property 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.

14. Restoration To Prior Condition.

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. 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.

15. 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.

16. Disconnection and Relocation.

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way or place, or remove from any other Public Way or place, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or

Town of Winchester Additional Renewal License Provisions

establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

17. 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. [The Town shall not be required to provide notice for such actions or limited to acting by and through its Board of Selectmen.]

18. 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. In such event, the Licensee may require an itemized invoice including but not limited to, the number of hours, the hourly rate used, materials used and any other miscellaneous costs incurred as a result of said removal or relocation. The Licensee shall reimburse the Issuing Authority the cost and expense of such removal within sixty (60) days of submission of a bill therefore.

19. Construction, Maintenance and Safety Standards.

(a) The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the National Television Standards code, the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

(b) Any contractor or subcontractor used for work or construction, installation, operation, maintenance or repair of the Cable System must be properly licensed, and each contractor or subcontractor shall have the same obligations with respect to the work as the Licensee would have if the work were performed by the Licensee. The Licensee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the requirements of this Renewal License and applicable laws and regulations. The Licensee shall be responsible for the acts and omissions of its contractors and subcontractors, including responsibility for promptly correcting such work.

Town of Winchester Additional Renewal License Provisions

20. Cable System Tests and Inspections.

The Town by its designee(s) shall have the right to inspect the plant, equipment and other property of the Licensee in the Town, including, but not limited to all construction, installation and or upgrade of work performed, and to make such tests as deemed necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable laws and regulations. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

21. Pedestals.

In any cases in which Pedestals housing active and passive devices are to be utilized, in Public Ways or within the public lay-out, such equipment must be installed in accordance with applicable Town by-laws, rules and regulations. All such Pedestals shall be shown on the construction maps submitted to the Town in accordance with this Renewal License. If required by applicable law, by-laws or regulations, abutters shall be notified of such new Pedestals and given an opportunity to comment prior to any approval by the Town. In the event that the Licensee is no longer using any such Pedestal(s) for the provision of Cable Service, the Licensee shall expeditiously remove any such Pedestals from the Public Way(s) or place(s) and restore such Public Way(s) or place(s) to their pre-existing condition.

22. Private Property.

The Licensee shall be subject to all laws regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation, maintenance or removal of the Cable System. The Renewal License shall include a provision similar to the following: "Nothing in this Renewal License shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License."

23. Strand Maps.

The Licensee must maintain and provide a complete set of strand maps of the Cable System plant, and shall provide an electronic copy of such strand maps and any other maps required to show that portion of the Licensee's cable system which is in the public way. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains as long as the

Town of Winchester Additional Renewal License Provisions

electronic format is in a source format commonly used in the industry, non-proprietary, and capable of being imported into municipal geographical information systems (GIS). If changes are made in the Cable System, the Licensee shall file an updated map(s), including in electronic format as provided for herein, within thirty (30) days. Paper maps are not required to be filed with the Town, but should be provided to the Town upon written request if they are maintained by the Licensee.

24. Service Interruptions.

Except where there exists an emergency necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repair, construction or testing of 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.

25. Service Outage Notification.

The Licensee shall, upon written request by the Issuing Authority, provide a written explanation of any service outages in the Town.

26. Commercial Establishments.

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

27. Dig Safe.

The Licensee shall comply with all applicable “dig-safe” provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

28. Construction Projects.

During the course of any construction undertaken during the term of this Renewal License, including a rebuild or upgrade of the Cable System, that lasts longer than thirty (30) days, the Licensee shall submit monthly status reports to the Issuing Authority or its designee until such construction is complete.

29. Basic Service.

The Licensee shall make available Basic Service to all Subscribers in the Town, which shall include all Programming and signals which are required to be carried by a cable television system serving the Town pursuant to applicable law, and the PEG Access Channels required by this Renewal License, except to the extent prohibited by applicable

Town of Winchester Additional Renewal License Provisions

law. Basic Service channels shall not be scrambled or the equivalent. Basic service shall be subject to and comply with all High Definition requirements contained in the Renewal License as set out in this Request for Response to Ascertainment, and as may be required by applicable law and/or regulations.

30. Programming.

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5.2(a)**, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions (other than the PEG Access Channels provided in accordance with this Renewal License) are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent substantially to change the Programming line-up at least thirty (30) days before any such change is to take place. At the same time, the Licensee shall also provide Subscribers with a channel line-up card or suitable marker showing the new channel line-up.

31. 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.

32. VCR/DVD Cable Compatibility.

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and record any channel, the Licensee shall provide to any Subscriber, upon request, the necessary equipment and/or software which will allow Subscribers to record and view any channel capable of being tuned by such owner's television set and recording device/equipment. Said equipment and/or software device shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

(b) The Licensee shall not Scramble or otherwise encode, in any manner or form, (i) any of the PEG Access Channels or (ii) any channel not authorized under applicable law to be scrambled. The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except as provided in subsections (i) and (ii) above, as may be reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of Programming, in accordance with applicable law.

Town of Winchester Additional Renewal License Provisions

33. PEG Access Channel Maintenance.

The Licensee shall monitor the PEG Access Channels, including video and audio, for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial channels and shall comply with the applicable FCC Technical Standards, provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

34. Censorship.

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

35. Non-Commercial Programming.

The Issuing Authority and its designee(s) shall not use the designated PEG Access channels, equipment, or other facilities to provide for-profit commercial programming. Nothing in this section shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgements displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

36. PEG Access Costs

There shall be no charges by the Licensee to the Town, its designee(s), and/or PEG Access Users for use of the PEG Access Channels.

37. Access Support Payments - certified by a duly authorized financial representative of the Licensee.

The Licensee shall file with each of the payments pursuant to paragraph (d) above a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the total Gross Annual Revenue as defined in the Renewal License for the preceding three (3) month reporting period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in the definition section of this Renewal License, above and the gross revenue for each such category.

Town of Winchester Additional Renewal License Provisions

38. 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 higher 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.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall, upon written notification by the Issuing Authority of such, immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues and file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's regional financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues as defined in the Renewal License derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

39. Franchise Fee Limitation.

The Licensee shall not be liable for a total Franchise 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: (i) the PEG Access Annual Funding pursuant to this Renewal License; and (ii) the License Fee that is payable to the Town and to the State pursuant to Chapter 166A, provided, however, that said five percent (5%) shall not include the following: (a) the PEG Access Capital funding pursuant to this Renewal License; (b) PEG Access Channels and/or cablecasting; (c) any interest due to the Town because of late payments to the Issuing Authority or its designee(s); (d) any payment excluded from the definition of the term "franchise fee" pursuant to Sections 622(g)(2) of the Cable Act; and (e) the FCC regulatory fee, unless and until said FCC regulatory fee is determined to be a Franchise Fee by the FCC or a court of competent jurisdiction.

40. Other Payments and Exclusions.

(a) The License Fee payments 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 Licensee 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 payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee payments.

Town of Winchester Additional Renewal License Provisions

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this 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 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 shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

41. Late Payment.

In the event that the License Fees herein required are not tendered to the Town on or before the dates required by this Renewal License or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) per annum above the annual Prime Rate. Any payments to the Town pursuant to this Section shall not be deemed to be part of the License or Franchise Fees to be paid to the Town pursuant to this Renewal License 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. (Interest is to be paid by the Licensee if it owes the Town or its designee due to its error. The Prime Rate has been, and remains, quite low, and will in all likelihood remain, significantly less than the 11.25% interest rate that the cable operator applies to its cable rates to recover franchise related costs arising from PEG capital and other payments. Additionally, this is within the control of the Licensee to prevent by complying with the terms of the License and making proper and timely payments to the Town and its designees. If Comcast proposes an interest rate for late payments to the Town or its designee in an amount of less than three percent (3%) above the Prime Rate, it should fully state the justification for such a low interest rate.)

42. Audit and Recomputation.

(a) Tender or acceptance of any payment made pursuant to this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Renewal License. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, and there shall be no contractual (License) provision limiting the look-back period; which is six (6) years under the statute of limitations in the Commonwealth of Massachusetts.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a request from the Issuing Authority to provide the Town 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

Town of Winchester Additional Renewal License Provisions

Authority may conduct an audit of such payment(s). The Licensee shall be responsible for making available to the Issuing Authority or its designee(s) all records which the Issuing authority or its designee(s) reasonably deem necessary or relevant to determine the accuracy of a payment or its recomputation.

(c) If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall pay for the full cost of said audit, The Licensee shall pay for the full cost of said audit, up to the amount of the underpayment. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) per annum above the Prime Rate during the period that such additional amount is owed.

43. Affiliate 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 the provisions of this Renewal License or the consideration provided to the Town and/or its designee(s) pursuant to this Renewal License. All provisions of this Renewal License shall apply to Affiliates of the Licensee.

44. 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.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed 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.

45. Franchise Related Costs – Externalizing, Line Iteming and Pass-Through.

If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any externalized, line-itemed and/or passed-through costs such PEG Access costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed and/or passed-through as allowed or required by applicable law. Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

Town of Winchester Additional Renewal License Provisions

46. Insurance.

At all times during the term of this Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, maintain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(a) A commercial liability policy including bodily injury and property damage, written on an occurrence basis, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) per occurrence. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the minimum amount of: One Million Dollars (\$1,000,000.00) per occurrence.

(c) Workers Compensation insurance with Employer's Liability Limits of Five Hundred Thousand (\$500,000) each accident, \$500,000 each employee – disease.

(d) The Licensee shall carry excess liability insurance, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other insurance required by this Section.

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

(i) Such insurance shall commence no later than the Effective 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 and carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

Town of Winchester Additional Renewal License Provisions

(v) The Licensee's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Renewal License for which the Town may immediately suspend operations under this Renewal License.

(vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect the same insurance in the same minimum amounts and meeting the same requirements as required in this Section.

(vii) The Licensee shall be responsible for all deductibles.

(viii) The Town, its Issuing Authority and its other officials and employees shall be named as "additional insureds" on all liability insurance policies.

(ix) Neither this Section, nor the provision of insurance or insurance proceeds pursuant to this Section shall limit the liability of the Licensee pursuant to this Renewal License.

(x) The Licensee shall provide a certificate of insurance to the Issuing Authority which Certificate shall contain, at a minimum, a requirement of not less than thirty (30) days notice prior to any cancellation or reduction in the coverage amount(s). A new certificate of insurance shall be provided by the Licensee to the Issuing Authority prior to the effective date of any renewal, new or additional insurance.

47. Performance Bond.

(a) The Licensee shall maintain, without charge to the Town, throughout the term of this Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of no less than Fifty Thousand Dollars (\$50,000).

(b) The performance bond shall be conditioned upon the faithful performance and discharge of all obligations of this Renewal License. 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 pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the Fifty Thousand Dollars (\$50,000) required herein.

(c) The Licensee shall provide the Issuing Authority with a current performance bond. The performance bond shall contain, at a minimum, a requirement of not less than thirty (30) days notice prior to any cancellation or reduction in the bond amount. A new bond shall be provided by the Licensee to the Issuing Authority prior to the effective date of any renewal or new bond.

Town of Winchester Additional Renewal License Provisions

(d) Neither this Section, nor any recovery against the performance bond, shall limit the liability of the Licensee pursuant to this Renewal License.

(e) If the Licensee proposes a performance bond in an amount of less than \$50,000, the Licensee must include a reasonably completed written explanation for providing such lesser amount.

48. Indemnification.

The Licensee shall, at its sole cost and expense, indemnify, hold harmless, and faithfully defend (if requested by the Issuing Authority) the Town, its officials, boards, commissions, committees, agents and/or employees against all claims, suits, causes of action, proceedings, judgment, damages, liabilities, costs and expenses, whether arising in law or in equity, arising out of or relating to: (i) this Renewal License, (ii) the construction, installation, operation, maintenance or removal of the Cable System by the Licensee, its officers, employees or agents, or (iii) the acts or omissions of the Licensee or its officers, employees or agents, including by way of example, but not limitation, damages, injuries (personal or otherwise) or death to any persons or damage to real or personal property. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. The Town shall give the Licensee timely written notice of any claim(s) for which indemnification is sought.

49. Regulatory Authority.

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

50. Performance Evaluation Hearing.

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation hearings shall be open to the public unless otherwise required by applicable law. The purpose of said evaluation hearing shall be, among other things, (i) to review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; and Programming; and (ii) to hear comments, suggestions and/or Complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the construction, operation, maintenance

Town of Winchester Additional Renewal License Provisions

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 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) Nothing in this Section shall prohibit the Issuing Authority from requesting that the Licensee attend other meetings or hearings held by the Issuing Authority or its designee or compelling attendance by the Licensee through any lawful means.

51. Jurisdiction and Venue.

Jurisdiction and venue over any dispute, action or suit arising from this Renewal License should be as follows: (i) with respect to an action brought in the Superior Court of Massachusetts, the venue shall be and remain in the Superior Court for Middlesex County in Woburn, Massachusetts; and (iii) with respect to an action brought in the U.S. District Court, the venue shall be and remain the U.S. District Court for the District of Massachusetts, located in Boston, MA. The parties by this instrument subject themselves to the personal jurisdiction of said courts for the entry of judgment and for the resolution of any dispute, action, or suit. **IN NO EVENT WILL IT BE ACCEPTABLE FOR THE PROPOSAL TO FAIL TO INCLUDE A JURISDICTION AND VENUE PROVISION WHICH LIMITS BOTH JURISDICTION AND VENUE TO THE COMMONWEALTH OF MASSACHUSETTS AND AS FURTHER SET OUT HEREIN.**

52. Liquidated Damages.

A reasonable and good cable license should include liquidated damage amounts that reflect the monetary damages the Town and those it represents will face with respect to a failure of the Licensee to meet License and/or legal requirements, and, at the same time, reasonably discourage such failures. Liquidated damages should be provided for in the License for the breach of any material provision of the Renewal License. Higher liquidated damage amounts should be imposed for more serious license violations. The dollar amount of liquidated damages should not be less whether in category or dollar amounts than included in the Licensee's current cable license. Liquidated damages shall be calculated from the receipt of the Issuing Authority notice by the Licensee. Each day the violation continues shall be a separate violation.

53. Revocation of Renewal License.

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

Town of Winchester Additional Renewal License Provisions

54. Termination of License.

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of this Renewal License by action of the Issuing Authority, (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; and/or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

55. Non-Exclusivity of Remedy.

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

56. Customer Service – Incorporation of Federal Regulations in License – 47 C.F.R. Sec. 76.309.

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.

Customer Service Office License Requirement

The Licensee shall have a full-service (cable) customer service office, open during “Normal Business Hours” (some nights or weekends) at a location reasonably convenient to the majority of residents of the Town of Winchester, where subscribers can pick-up, exchange and return equipment, have customer service questions addressed in person and pay cable bills.

57. Business Practice Standards – 207 CMR 10.00 et. seq.

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;

Town of Winchester Additional Renewal License Provisions

- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security Deposits.

58. Complaint and 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 and/or inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), 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.
 - (ii) 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 this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly 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 resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.
- (c) Notwithstanding the foregoing, 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 Complaints or disputes brought by Subscribers arising from the operations of the Licensee.
- (d) In the event that the Issuing Authority or its designee(s) find a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

Town of Winchester Additional Renewal License Provisions

59. 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 which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

60. Employee Identification Cards.

All of the Licensee's employees entering 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 produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

61. Subscribe Privacy and Rights.

Protection of Subscriber Privacy.

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

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

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

(d) The Licensee shall notify all third parties whose Cable Services are provided in conjunction with the Licensee, or independently over the Cable System, of the Subscriber privacy requirements contained in this Renewal License.

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, the Licensee shall provide all Cable System 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.

Town of Winchester Additional Renewal License Provisions

Monitoring.

(a) Neither the Licensee nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all Subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law.

Distribution of Subscribe Information.

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information, if in accordance with applicable law, if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber;

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed; or

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (A) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or (B) the nature of the transaction made by the Subscriber over the Cable System.

Polling by Cable.

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the

Town of Winchester Additional Renewal License Provisions

poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Information with Respect to Viewing Habits and Subscription Decisions.

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Subscriber Right To Inspect and Verify Information.

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Privacy Standard Review

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

62. Reports, Audits and Performance Tests.

General

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Issuing Authority and/or its designee(s) any records, documents and/or information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

Town of Winchester Additional Renewal License Provisions

(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. The Issuing Authority and its authorized designees, if any, shall take reasonable steps to protect the proprietary and confidential nature of any such documents, subject to applicable law.

Financial Reports

(a) In accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative.

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

In-House Telephone Reports

To establish the Licensee's compliance with the requirements of this Renewal License, the Licensee shall provide the Issuing Authority, upon written request but not more than once annually, with 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: (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 (90) percent 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 (3) percent of the time.

Individual Complaint Reports

The Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Cable Division Subscriber Complaint Reports

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of the Cable Division Form 500 (a copy of which is attached hereto as an Exhibit) to the Issuing Authority.

Town of Winchester Additional Renewal License Provisions

Proof of Performance Tests

The Licensee shall comply with the FCC Regulations set out in 47 C.F.R. §76.601 et seq. The Licensee shall provide copies of performance tests to the Issuing Authority.

Dual Filings

Each 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 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.

Additional Information

The Licensee shall not unreasonably deny any request of the Issuing Authority or its designee for further information which may be required to establish the Licensee's compliance with this Renewal License. At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall

Investigation.

Subject to applicable law, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town 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.

63. Reservation of Authority

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved in favor of the later.

64. Employment/Non-Discrimination/Worker Rights

(a) Employment - The Licensee shall comply with all applicable State and federal laws and/or regulations regarding Equal Employment Opportunity.

Town of Winchester Additional Renewal License Provisions

(b) Non-Discrimination - The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

(c) Worker's Rights - The Licensee shall comply with the National Labor Relations Act; all applicable State and federal Wage and Hour laws. The Licensee shall encourage a healthy relationship with its employees by respecting their right to organize and to bargain collectively with their employer, and to engage in other protected, concerted activities to improve their wages and working conditions.

65. Level Playing Field/Non-Exclusivity of 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; 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 be at the sole discretion of the Issuing Authority.

(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 taken as a whole 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 taken as a whole more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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

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

Town of Winchester Additional Renewal License Provisions

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome taken as a whole than 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. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome taken as a whole than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

66. Miscellaneous Provision.

Entire Agreement.

This instrument contains the entire agreement between the parties, supercedes 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.

Captions.

The captions to sections throughout this 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.

Severability.

In the event that a court or agency or legislature of competent jurisdiction acts or declares that any nonmaterial provision of this Renewal License is unenforceable according to its terms, or is otherwise void, said provision shall be considered a separate, distinct, and independent part of this License, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court or agency or legislature of competent jurisdiction acts so that any material provision of this Renewal License is unenforceable according to its terms, or is otherwise void, the parties agree to

Town of Winchester Additional Renewal License Provisions

immediately enter into negotiations in good faith and make equitable amendments to restore the relative burdens and benefits of this Renewal License. Notwithstanding the foregoing, if a party believes a provision is not material, it must so notify the other party within thirty (30) days of a request by such other party that it enter into negotiations to make amendments, or else the claim of non-materiality is waived. The obligation to negotiate is not tolled by, and the parties must discharge their negotiation responsibility notwithstanding, a dispute as to materiality. The remedies provided for herein do not prevent a party from contending that a particular provision is enforceable, or foreclose any remedies if a provision is enforceable.

Acts or Omissions of Affiliates.

During the term of this 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, 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.

Renewal License Exhibits.

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

Warranties.

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

- (i) the Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) the Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (iii) this Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) there is no action or proceeding pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of this Renewal License; and

Town of Winchester Additional Renewal License Provisions

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

Force Majeure.

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the reasonable control of the party, provided the party takes immediate and diligent steps to comply as soon as possible under the circumstance with the Renewal License without endangering the health or safety of the Licensee's employees or property, or the health or safety of the residents or employees of the Town or the public, or their property. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible. The party claiming force majeure shall notify the other party in writing of the occurrence of an event covered by this Section within five (5) business days of the date upon which the party learns of its occurrence.

Application of Renewal License.

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

No Recourse Against Issuing Authority.

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than through injunctive or declaratory relief, arising from: (i) the regulation of Cable Service (including any provision of this Renewal License, or the enforcement of this Renewal License) or (ii) from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

Town of Winchester Additional Renewal License Provisions

Guarantee By Ultimate Corporate Parent

The Licensee's obligations under the Renewal License must be guaranteed by the Licensee's ultimate parent corporation (ultimate corporate parent). (The draft Renewal License submitted by Comcast in response to this RFP should specifically state this ultimate corporate parent guarantee and the proposed Renewal License include such a provision.) This is an extremely important provision to the Town, even more so when the financial condition of a foreign entity such as Comcast of Winchester, Inc. is not provided by the Licensee as required in by RFP, and as it should be in order for the Town to ascertain and determine the financial condition and ability of the Licensee.

Term.

All obligations of the Licensee and the Issuing Authority set forth in this Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License (10 years).

LETTER FROM THE COMMISSIONERS OF TRUST FUNDS

March 31, 2020

Dear Town Manager and Select Board,

We would like to provide a quick update on the disposition of assets under the management of the Commissioners of Trust Funds in light of the COVID-19 market reaction. As we write, stock and bond markets remain quite volatile, thus it is difficult to provide an accurate picture of what might happen in the short term. We are in uncharted territory with respect to U.S. monetary and fiscal policy response.

With interest rates so low (again), we see little value in the Treasury market, and we would expect the interest rate on money market assets to be negligible for the foreseeable future, as was the case post the 2008–09 financial crisis. The price-to-earnings valuation on the U.S. stock market has moved from fairly high (19x prospective earnings) down to near the long-term average (about 14x prospective earnings). However, anticipated earnings growth in the major indices has gone negative, making valuations more difficult to determine. Inflation, which has heretofore stayed stubbornly low – even given the low unemployment rate – now runs the risk of either falling into negative territory or, worse, accelerating sharply under the extraordinary \$2T of fiscal stimulus enacted so far.

Heading into 2020, the Funds' asset allocation was relatively conservative within the established policy ranges. The equity allocation going into the market decline, at roughly 62% of assets in the main accounts, was near the bottom of our policy range. Over the past year we had reduced exposure to stocks and to corporate debt. The Funds' bond exposure was less aggressive than relevant indexes, and we held an above-average cash level as well as some small hedges in the form of gold-mining and silver ETFs. This risk reduction helped mitigate losses to some degree.

The majority of assets we manage are in a "growth" model, meaning they had significant exposure to declining equity markets. The Main account, for example, began 2020 with a balance of \$4.5 million. As of Friday, March 27th, this account is valued at \$3.9 million, translating to a -13.4% year-to-date return (versus -21.0% for the S&P 500 stock index and a gain of 3.47% for the Bloomberg Barclays U.S. Aggregate Bond Index). In contrast, the Library Trust account, which is managed to a lower-risk model, has returned -6.6% for the same period.

These losses, while relatively "modest" under the circumstances, should give pause to those relying on the Funds for operating income. At the very least, we would suggest that regular payments should be adjusted downward from 2019 levels, with ongoing input from the Commission as we cautiously evaluate the longer-term implications during the second quarter of 2020.

We are available to help the Town in whatever way we can during this time of uncertainty. Please do not hesitate to contact us if needed.

Regards,

C. Hayes Miller (Chair)

Robert MacIntosh

David Risgin

Commissioners of Trust Funds