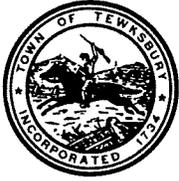


**SELECT BOARD
MEETING**

MARCH 10, 2026

SELECT BOARD OFFICE



SELECT BOARD
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN STREET
TEWKSBURY, MASSACHUSETTS 01876

MARK KRATMAN, CHAIR
ERIC RYDER, VICE CHAIR
RICHARD RUSSO, JR., CLERK
JAMES F. MACKEY, III, MEMBER
PATRICK HOLLAND, MEMBER

(978)-640-4300
FAX (978) 640-4302

Notice of Meeting
Tuesday, March 10, 2026, at 7:00 p.m.
Meeting Place: Town Hall, 1009 Main Street, Tewksbury, MA
Main Hall
Mark Kratman, Chair
Agenda

Scheduled Items: Public Hearing

7:00 p.m. 1300 Main Café Inc. d/b/a Café Sicilia: 1300 Main Street – New All Alcohol Liquor License
(new owners)

Residents

New Business

FY2027 Water and Sewer Rates
Economic Development Mission Statement
Approval of Donation to Senior Center

Old Business

Verizon Cable Television License Renewal Approval

Town Manager

Town Counsel Invoice: January 16-31, 2026

Minutes: Approval and Release of Executive Session Minutes: May 20, 2025, September 23, 2025 and October 21, 2025

Board Member Reports

Adjourn

Next Select Board Meeting Date:
March 24, 2026
Meetings are televised on Comcast Channel 99 and Verizon Channel 33
Meetings can be streamed at [Youtube.com/TewksburyTV](https://www.youtube.com/TewksburyTV)

1300 MAIN CAFÉ INC.

d/b/a Café Sicilia

(New Owners)



NEW

LIQUOR LICENSE

**SELECT BOARD'S
REQUIRED DOCUMENTS**

Record No: LL-125

Liquor License

Status: Active

Submitted On: 2/8/2026

Primary Location

1300 MAIN ST
TEWKSBURY, MA 01876

Owner

1300 Main Street LLC

Applicant

 David Plunkett
 978-458-6162
 david@plunkettlaw.net
 491 Dutton Street
Suite 211
Lowell, MA 01854

Business Information

Type of Liquor License*

All Alcohol Restaurant

Transaction Type*

New License

Transaction Type (if additional)

—

ABCC License #*

None

Name of Establishment (must match license from ABCC)*

1300 Main Cafe Inc

Doing Business As (DBA)

Cafe Sicilia

Business Telephone*

978-273-4935

Business Address *

1300 Main Street Tewksbury MA 01876

Manager's Name*

Van Huynh

Manager's Phone*

☎

Manager's Email*

Manager's Address (include city, state, zip)*

Description of Premises*

First Floor of Building located at 1300 Main Street. Site of previous restaurant operating with same name of Cafe Sicilia. Area of 1500 square feet.

Applicant's Signature*

 Van Huynh
Feb 8, 2026

Hours of Operation

Monday-Saturday: 9:00 a.m. to 1:00 a.m. SUNDAY:
12:00 p.m. to 1:00 a.m.

Type or Change

Attachments

- 

Business Certificate
Cafe Sicilia LLC.pdf
Uploaded by Town Clerk on Feb 10, 2026 at 9:31 AM

REQUIRED
- 

Police Department Approval.pdf
Police Department Approval.pdf
Uploaded by Paula Mirabella on Feb 11, 2026 at 9:25 AM
- 

Online Payment Receipt - \$200 to ABCC
Sicilia ABCC Receipt Payment.pdf
Uploaded by David Plunkett on Feb 8, 2026 at 1:08 PM

REQUIRED
- 

ABCC Complete Application
Sicilia ABCC Application.pdf
Uploaded by David Plunkett on Feb 8, 2026 at 1:08 PM

REQUIRED
- 

Business Structure Documents/Business Certificate
Sicilia Corp Art Org.pdf
Uploaded by David Plunkett on Feb 8, 2026 at 1:08 PM
- 

CORI AUTHORIZATION FORM
Sicilia CORI Forms.pdf
Uploaded by David Plunkett on Feb 8, 2026 at 1:09 PM

REQUIRED

**Proof of Citizenship**

Sicilia Cert of Citizen.pdf

Uploaded by David Plunkett on Feb 8, 2026 at 1:16 PM

REQUIRED**Supporting Financial Records**

Sicilia Mortgage.pdf

Uploaded by David Plunkett on Feb 8, 2026 at 1:10 PM

REQUIRED**Legal Right to Occupy**

Sicilia Lease.pdf

Uploaded by David Plunkett on Feb 8, 2026 at 1:11 PM

REQUIRED**Floor Plans**

Sicilia Floor Plans.pdf

Uploaded by David Plunkett on Feb 8, 2026 at 1:11 PM

**Abutter Notification**

Sicilia Abutters List.pdf

Uploaded by David Plunkett on Feb 8, 2026 at 1:12 PM

Record Activity

David Plunkett started a draft Record	02/08/2026 at 12:51 pm
David Plunkett added file Sicilia ABCC Receipt Payment.pdf	02/08/2026 at 1:08 pm
David Plunkett added file Sicilia ABCC Application.pdf	02/08/2026 at 1:08 pm
David Plunkett added file Sicilia Corp Art Org.pdf	02/08/2026 at 1:08 pm
David Plunkett added file Sicilia CORI Forms.pdf	02/08/2026 at 1:09 pm
David Plunkett added file Sicilia Mortgage.pdf	02/08/2026 at 1:10 pm
David Plunkett added file Sicilia Lease.pdf	02/08/2026 at 1:11 pm
David Plunkett added file Sicilia Floor Plans.pdf	02/08/2026 at 1:11 pm
David Plunkett added file Sicilia Abutters List.pdf	02/08/2026 at 1:12 pm
David Plunkett added file Sicilia Cert of Citizen.pdf	02/08/2026 at 1:16 pm

- Town Clerk added file Cafe Sicilia LLC.pdf to Record LL-125 02/10/2026 at 9:31 am

- Paula Mirabella completed payment step Application Fee on Record LL-125 02/10/2026 at 9:48 am

- Paula Mirabella added file Police Department Approval.pdf to Record LL-125 02/11/2026 at 9:25 am

- Paula Mirabella approved approval step Police Department Review on Record LL-125 02/11/2026 at 9:32 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✔ Treasurer Collector Review	2/8/2026, 1:17:46 PM	2/9/2026, 9:44:27 AM	Treasurer Dept	-	Completed
🔒 Application Fee	2/10/2026, 9:30:31 AM	2/10/2026, 9:48:27 AM	-	-	Completed
✔ Select Board Office Initial Review	2/9/2026, 9:44:28 AM	-	Paula Mirabella	-	Active
✔ Town Clerk Business Certificate Review	2/9/2026, 9:44:28 AM	2/9/2026, 9:46:12 AM	Town Clerk	-	Completed
✔ Health Department Review	2/9/2026, 9:44:28 AM	2/9/2026, 10:56:18 AM	Shannon Gillis	-	Completed
✔ Community Development Review	2/9/2026, 9:44:28 AM	2/9/2026, 9:46:34 AM	Alex Lowder	-	Completed
✔ Police Department Review	2/9/2026, 9:44:28 AM	2/11/2026, 9:32:28 AM	Paula Mirabella	-	Completed
✔ Agenda/Board Meeting	-	-	-	-	Inactive
✔ Pending Board Approval - After Public Hearing	-	-	-	-	Inactive
🔒 License Fee	-	-	David Plunkett	-	Inactive
✔ Local Licensing Authority Certification	-	-	-	-	Inactive
✔ State Submission Period	-	-	-	-	Inactive



Town of Tewksbury

Town Clerk

1009 Main Street
Tel. (978) 640-4355

Date Issued:

November 20, 2025

Expiration Date:

November 20, 2029

BUSINESS CERTIFICATE BC-25-135

BUSINESS

CAFE SICILIA, LLC
1300 MAIN ST
TEWKSBURY, MA 01876
978-735-4501

OWNER

PHUONG VU TRAN VAN BICH HUYNH

1c

NATURE OF BUSINESS:

ITALIAN & VIETNAMESE FOOD RESTAURANT

DENISE GRAFFEO, TOWN CLERK

November 20, 2025

DATE SIGNED

ABCC APPLICATION



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="checkbox"/> On-Premises	<input type="checkbox"/> \$12 Restaurant	<input type="checkbox"/> All Alcoholic Beverages	<input type="checkbox"/> Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The name of the restaurant is Cafe Sicilia. We are new owners and intend to maintain the Italian Food menu items from the prior owner as well as food that is of Vietnam origin. We will call the fusion Vietaliam food.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN:

DBA Manager of Record

Street Address

Phone: Email:

Alternative Phone: Website:

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The Restaurant will occupy the first floor of the building located at 1300 Main Street, Tewksbury, MA 01876. The area used for restaurant purposes will be the same area utilized by the prior owner. There is also a small terrace directly in front of and abutting the building with 4 tables for service.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="9/26/2025"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Van Huynh"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Pres., Treas., Secretary, Director, SH"/>	<input type="text" value="50"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Phuong Tran"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="SH"/>	<input type="text" value="50"/>	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	600000.00
B. Purchase Price for Business Assets	75000.00
C. Other * (Please specify below)	0.00
D. Total Cost	675000.00

*Other Cost(s): (I.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Phuong Tran & Van Huynh	190,000.00
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Bank Gloucester	480,000.00	Mortgage Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

We took funds from our personal account at Santander Bank

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Van Huynh Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? Yes No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

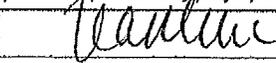
Start Date	End Date	Position	Employer	Supervisor Name
July 2010	CURRENT	Owner Jessica Nails	Self	Self

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
 If yes, please fill out section 11.

Yes No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
 If yes, attach an affidavit providing the details of any and all convictions.

Yes No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes No

b. Will the licensee retain control of the business finances?

Yes No

c. Does the management entity handle the payroll for the business?

Yes No

d. Management Term Begin Date:

e. Management Term End Date:

f. How will the management company be compensated by the licensee? (check all that apply)

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the text. It is intended for the applicant to provide additional information or clarify previous answers.

APPLICANT'S STATEMENT

I, Van Huynh the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of 1300 Main Cafe Inc
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 1/23/2026

Title: Pres./Treas.

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
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Name of Principal	Residential Address	SSN	DOB
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

 Yes No

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 20px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 20px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No			

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<input type="radio"/> Yes <input type="radio"/> No			

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<input style="width: 95%; height: 20px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
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<input type="radio"/> Yes <input type="radio"/> No			

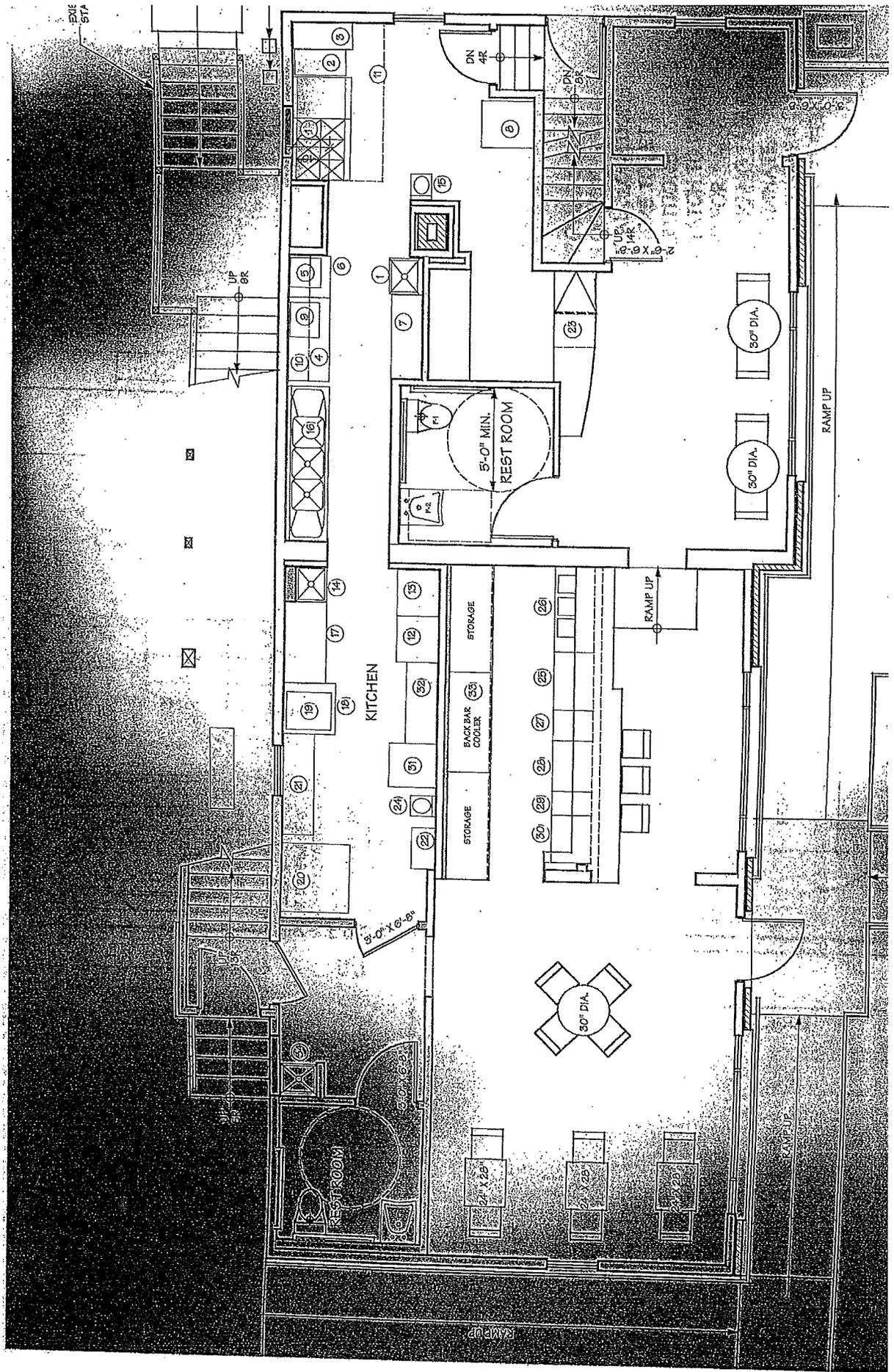
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<input type="radio"/> Yes <input type="radio"/> No			

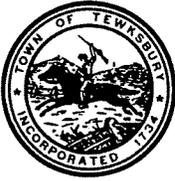
CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

 Yes No



**LEGAL NOTICE
AND
PROOF OF ADVERTISEMENT**



**SELECT BOARD
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN STREET
TEWKSBURY, MASSACHUSETTS 01876**

MARK KRATMAN , CHAIR
ERIC RYDER, VICE CHAIR
RICHARD RUSSO, JR., CLERK
JAMES F. MACKEY, III , MEMBER
PATRICK HOLLAND, MEMBER

(978)-640-4300

**NOTICE
TOWN OF TEWKSBURY**

Notice is hereby given that the Select Board will conduct a public hearing in accordance with Mass. General Laws, Chapter 138, on Tuesday, March 10, 2026, at 7:00 p.m. on the application of 1300 Main Café Inc. d/b/a Café Sicilia by Van Huynh, Manager for permission to sell all alcoholic beverage as a Common Victualler on said premises located at 1300 Main Street, Tewksbury, MA 01876.

The premises are described as a restaurant that will occupy the first floor of the building. The area used for restaurant purposes will be the same area utilized by the prior owner. There is also a small terrace directly in front of and abutting the building with four tables for service.

The hearing will be held in the Main Hall located at the Town Hall at 1009 Main Street, Tewksbury, MA. Input is welcomed by the public. The Select Board recommends that comments be submitted in writing to the Select Board, Town Hall, 1009 Main Street, Tewksbury, MA 01876 on or before Tuesday, March 3, 2026

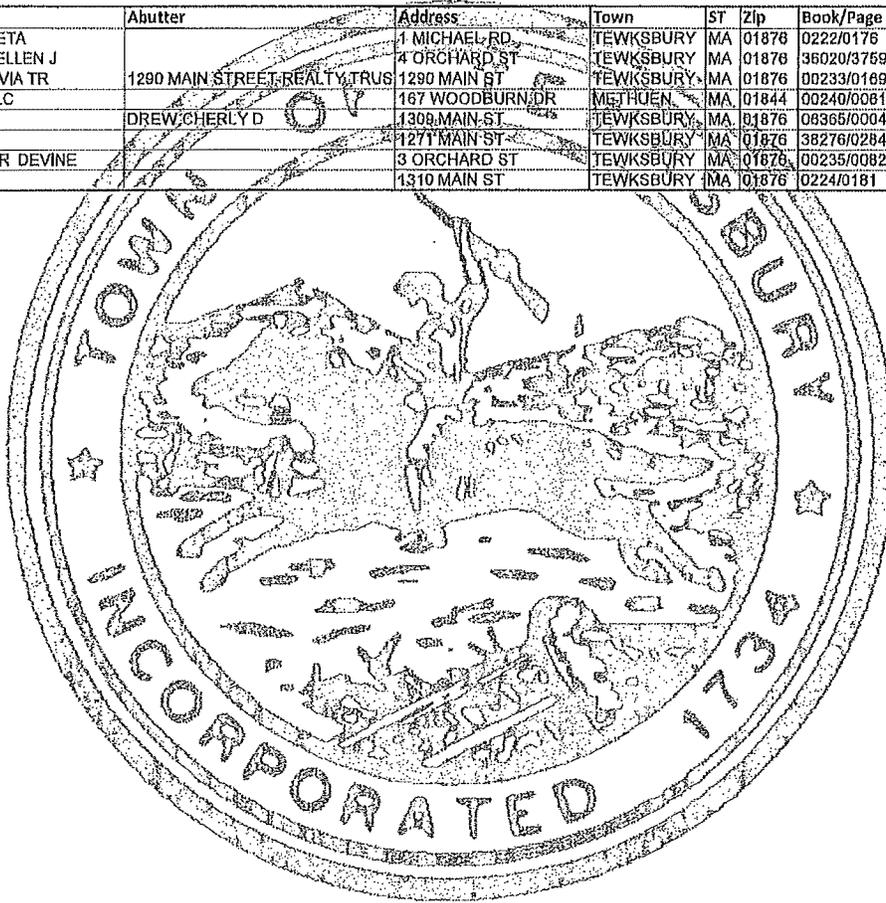
Mark Kratman Chair
Select Board

Map 60 Lot 56
 1300 Main Street
 Tewksbury, MA 01876

Town of Tewksbury Abutters List

Prepared by: P. DeMeo
 Processed date: November 14, 2025

Map/Lot	Abutter	Abutter	Address	Town	ST	Zip	Book/Page	Location
60-159	AGARWAL ANIL & NEETA		1 MICHAEL RD	TEWKSBURY	MA	01876	0222/0176	1 MICHAEL RD
60-54	ROANE RAYMOND & ELLEN J		4 ORCHARD ST	TEWKSBURY	MA	01876	36020/3769	4 ORCHARD ST
60-55	MILLER FRANK & SYLVIA TR	1290 MAIN STREET REALTY TRUS	1290 MAIN ST	TEWKSBURY	MA	01876	00233/0169	1290 MAIN ST
60-56	1300 MAIN STREET LLC		167 WOODBURN DR	METHUEN	MA	01844	00240/0081	1300 MAIN ST
60-92	DREW MICHAEL J	DREW, CHERLY D	1309 MAIN ST	TEWKSBURY	MA	01876	08365/0004	1309 MAIN ST
60-93	1301 MAIN ST LLC		1277 MAIN ST	TEWKSBURY	MA	01876	38276/0284	1301 MAIN ST
60-58	FORREST ALEXANDER DEVINE		3 ORCHARD ST	TEWKSBURY	MA	01876	00235/0082	3 ORCHARD ST
60-59	TEWKMAIN RE LLC		1310 MAIN ST	TEWKSBURY	MA	01876	0224/0181	1310 MAIN ST



FY2027
WATER AND SEWER
RATES



MEMORANDUM

TO: Select Board

FROM: John C. Curran, Town Manager *JCC*

CC: Robert Maynard, Assistant Town Manager
Paula Mirabella

SUBJECT: FY2027 Water and Sewer Rates

DATE: March 5, 2026

I presented the FY2027 Water and Sewer Enterprise Budgets to the Select Board on February 24, 2026. I also presented the rates necessary at that time. A formal vote of the rates by the Select Board is required. As you may recall from the financial plan established last year, the Water Stabilization Fund would be used in FY26 and FY27 to stabilize the rates. This year \$455,425 will be used to stabilize the Water Rates at 6.5% - consistent with what was presented last year.

This will result in an annual water increase of \$41 or less for 71% of the residents and \$78.50 or less for 91% of the residents.

The Sewer rate is projected to increase by 3% or \$14 or less for 71% of the residents and \$27 or less for 91% of the residents.

The rates to be approved are presented below:

Current Water Rates:

Tiers	Current Rate (\$)
0-12 gals	10.00 per 1000
13-24	14.13 per 1000
25-46	18.79 per 1000
47+	23.47 per 1000

Proposed Water Rates:

Tiers	Proposed Rate (\$)
0-12 gals	10.65 per 1000
13-24	15.05 per 1000
25-46	20.01 per 1000
47+	25.00 per 1000

Proposed Secondary Meter Rates are the same as above except

47+	46.98 per 1000
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This tier and rate for secondary meters has a conservation charge added

Proposed Sewer Rate - In-Town:

Tiers	Current Rate (\$)	Proposed Rate (\$)
0-12 gals	7.75 per 1000	7.98 per 1000
13-24	9.98 per 1000	10.28 per 1000
25-46	14.15 per 1000	14.57 per 1000
47+	16.54 per 1000	17.04 per 1000

Proposed Sewer Rate - Out of Town and Exempt Property:

Tiers	Current Rate (\$)	Proposed Rate(\$)
0-12 gals	17.44 per 1000	17.96 per 1000
13-24	22.45 per 1000	23.12 per 1000
25-46	30.71 per 1000	31.63 per 1000
47+	35.93 per 1000	37.01 per 1000

Sewer FY27 Projected Annual Increase

Usage	Current Annual Bill	Proposed Annual Bill	\$ Increase	% Increase
10,000	77.50	79.80	2.30	3%
15,000	116.25	119.70	3.45	3%
20,000	155.00	159.60	4.60	3%
25,000	193.75	199.50	5.75	3%
35,000	271.25	279.30	8.05	3%
45,000	368.82	379.80	10.98	3%
50,000	418.72	431.20	12.48	3%
55,000	468.62	482.60	13.98	3%
60,000	518.52	534.00	15.48	3%
70,000	618.32	636.80	18.48	3%
75,000	680.73	701.07	20.34	3%
80,000	751.48	773.92	22.44	3%
90,000	892.98	919.62	26.64	3%
100,000	1,034.48	1,065.32	30.84	3%
140,000	1,605.26	1,653.06	47.80	3%
150,000	1,770.66	1,823.46	52.80	3%
200,000	2,597.66	2,675.46	77.80	3%
300,000	4,251.66	4,379.46	127.80	3%
400,000	5,905.66	6,083.46	177.80	3%
500,000	7,559.66	7,787.46	227.80	3%
700,000	10,867.66	11,195.46	327.80	3%
1,000,000	15,829.66	16,307.46	477.80	3%
1,500,000	24,099.66	24,827.46	727.80	3%
2,000,000	32,369.66	33,347.46	977.80	3%
3,000,000	48,909.66	50,387.46	1,477.80	3%
4,000,000	65,449.66	67,427.46	1,977.80	3%
5,000,000	81,989.66	84,467.46	2,477.80	3%
6,000,000	98,529.66	101,507.46	2,977.80	3%
7,100,000	116,723.66	120,251.46	3,527.80	3%
7,500,000	123,339.66	127,067.46	3,727.80	3%

Water FY27 Projected Annual Increase

Usage	Current Annual Bill	Proposed Annual Bill	\$ Increase	% Increase
10,000	100.00	106.50	6.50	6.5%
15,000	150.00	159.75	9.75	6.5%
20,000	200.00	213.00	13.00	6.5%
25,000	250.00	266.25	16.25	6.5%
35,000	350.00	372.75	22.75	6.5%
45,000	487.17	518.85	31.68	6.5%
50,000	557.82	594.10	36.28	6.5%
55,000	628.47	669.35	40.88	6.5%
60,000	699.12	744.60	45.48	6.5%
70,000	840.42	895.10	54.68	6.5%
75,000	925.05	985.23	60.18	6.5%
80,000	1,019.00	1,085.28	66.28	6.5%
90,000	1,206.90	1,285.38	78.48	6.5%
100,000	1,394.80	1,485.48	90.68	6.5%
140,000	2,155.76	2,295.86	140.10	6.5%
150,000	2,390.46	2,545.86	155.40	6.5%
200,000	3,563.96	3,795.86	231.90	6.5%
300,000	5,910.96	6,295.86	384.90	6.5%
400,000	8,257.96	8,795.86	537.90	6.5%
500,000	10,604.96	11,295.86	690.90	6.5%
700,000	15,298.96	16,295.86	996.90	6.5%
1,000,000	22,339.96	23,795.86	1,455.90	6.5%
1,500,000	34,074.96	36,295.86	2,220.90	6.5%
2,000,000	45,809.96	48,795.86	2,985.90	6.5%
3,000,000	69,279.96	73,795.86	4,515.90	6.5%
4,000,000	92,749.96	98,795.86	6,045.90	6.5%
5,000,000	116,219.96	123,795.86	7,575.90	6.5%
6,000,000	139,689.96	148,795.86	9,105.90	6.5%
7,100,000	165,506.96	176,295.86	10,788.90	6.5%
7,500,000	174,894.96	186,295.86	11,400.90	6.5%

Water Enterprise Budget Projections FY2026-2037					
	FY2027	FY2028	FY2029	FY2030	FY2031
Expenses Raise and Appropriate					
Salaries	1,768,987	1,830,901	1,894,983	1,961,307	2,029,953
Operating	2,363,996	2,434,916	2,507,963	2,583,202	2,660,698
Capital Outlay	15,500	15,500	15,500	15,500	15,500
Reserve	25,000				
Occupational Health	20,000	20,000	20,000	20,000	20,000
Other Post Employment Benefits	20,099	20,501	20,911	21,329	21,756
Debt P&I	4,652,360	4,734,722	5,228,472	5,550,722	5,949,422
General fund Subsidy		(935,150)	(935,150)	(935,150)	(935,150)
Debt Stabilization	(455,425)				
Additional Debt \$1.5M					
Additional Staff Designer	153,708	157,551	161,489	165,527	169,665
Additional Staff PM					
Additional HEMO					
Capital Projects/Expenditures	-	-	-	-	-
Indirect Expenses	1,903,393	2,074,698	2,261,421	2,464,949	2,686,794
Total Operating Budget	10,467,617	10,353,638	11,175,589	11,847,386	12,618,638
Prior Year Deficit	-	-	-	-	-
Total Amount to be Raised	10,467,617	10,353,638	11,175,589	11,847,386	12,618,638
Projected Revenues					
Total Revenue User Fees	10,211,681	10,660,995	11,130,079	11,619,803	12,131,074
94% Collection User Fees	9,598,980	10,021,336	10,462,274	10,922,614	11,403,209
Water Liens	275,000	275,000	275,000	275,000	275,000
All Other Fees and Interest	150,000	150,000	150,000	150,000	150,000
State Hospital Estimate	800,000	835,200	871,949	910,315	950,368
Investment Income	-	-	-	-	-
Prior Year(s) Surplus	-	-	-	-	-
Total Projected Revenue	10,823,980	11,281,536	11,759,223	12,257,929	12,778,578
Fiscal Year Projected Surplus/(Deficit)	356,363	927,897	583,634	410,543	159,940
Current Balance Retained Earnings	1,084,756	586,120	1,189,017	1,347,651	1,183,194
Retained Earnings Expended	(855,000)	(325,000)	(425,000)	(575,000)	(600,000)
Proj. Cumulative Surplus/(Deficit)	586,120	1,189,017	1,347,651	1,183,194	743,134
Projected Rate Change	1.065	1.044	1.044	1.044	1.044
	6.50%	4.40%	4.40%	4.40%	4.40%
Rate Tiers	Projected Rate				
0-12	10.65	11.12	11.61	12.12	12.65
13-24	15.05	15.71	16.40	17.12	17.88
25-46	20.01	20.89	21.81	22.77	23.77
47+	25.00	26.10	27.24	28.44	29.69
Average Res. Bill 55,000 Gallons	\$ 712.86	\$ 744.22	\$ 776.97	\$ 811.16	\$ 846.85
Avg. Res. Bill Increase(Decrease)	\$ 43.51	\$ 31.37	\$ 32.75	\$ 34.19	\$ 35.69
Typical Res. Bill 90,000 Gallons	\$ 1,285.35	\$ 1,341.90	\$ 1,400.95	\$ 1,462.59	\$ 1,526.94
Typical Res. Bill Increase(Decrease)	\$ 78.45	\$ 56.56	\$ 59.04	\$ 61.64	\$ 64.35
Debt as a percent of Budget	44%	46%	47%	47%	47%

Sewer Enterprise Budget Projections 2026-2037					
	FY2027	FY2028	FY2029	FY2030	FY2031
Expenses					
Salaries	625,384	647,272	669,927	693,374	717,642
New Position					
Operating	553,576	570,183	587,289	604,907	623,055
Lowell Sewer	1,987,500	2,166,375	2,361,349	2,573,870	2,805,518
Reserve Fund	30,000	30,600	31,212	31,836	32,473
Capital Outlay	-	-	-	-	-
Occupational Health	10,000	10,000	10,000	10,000	10,000
OPEB	2,011	2,051	2,092	2,134	2,177
Debt P&I	3,284,425	2,404,700	1,531,950	873,325	211,578
Capital R&A	-	-	-	-	-
Indirect Expenses	918,175	1,000,811	1,090,884	1,189,064	1,296,079
	7,411,071	6,831,993	6,284,703	5,978,511	5,698,523
Prior Year Deficit	-	-	-	-	-
Total amount to Raise	7,411,071	6,831,993	6,284,703	5,978,511	5,698,523
Projected Revenues					
Total User Fees	6,598,201	6,798,079	6,936,011	7,007,362	7,079,445
94% Collection	6,202,309	6,390,194	6,519,850	6,586,920	6,654,679
New Connections	1,876	1,932	1,971	1,990	2,010
Sewer Liens/Interest/Fees	175,000	175,000	175,000	175,000	175,000
Connection Fees	100,000	100,000	100,000	100,000	100,000
Application Fees	100,000	100,000	100,000	100,000	100,000
Retained Earnings	900,000	150,000	-	-	-
Transfer from the GF	-	-	-	-	-
Total Projected Revenue	7,479,185	6,917,126	6,896,821	6,963,910	7,031,689
FY Projected Surplus/(Deficit)	68,113	85,133	612,118	985,399	1,333,166
Retained Earnings minus Capital and Trans. To GF	4,618,325	3,256,439	2,741,572	2,753,690	2,989,089
Retained Earnings Expended Capital	(1,280,000)	(600,000)	(600,000)	(750,000)	(750,000)
Projected Cumulative Surplus/(Deficit)	3,406,439	2,741,572	2,753,690	2,989,089	3,572,255
Projected Rate Change	1.030	1.03	1.02	1.01	1.01
Rate Tiers	Projected Rate				
0-12	7.98	8.22	8.39	8.47	8.56
13-24	10.27	10.58	10.79	10.90	11.01
25-46	14.57	15.01	15.31	15.46	15.62
47+	17.04	17.55	17.90	18.08	18.26
Average Res. Bill 55,000 Gallons	\$ 492.33	\$ 507.10	\$ 517.24	\$ 522.42	\$ 527.64
Average Res. Bill Increase(Decrease)	\$ 14.34	\$ 14.77	\$ 10.14	\$ 5.17	\$ 5.22
Typical Bill 90,000 Gallons	938.16	966.31	985.64	995.49	1,005.45
Typical Res. Bill Increase(Decrease)	27.33	28.14	19.33	9.86	9.95
Surplus Goal 5% Gross User Fees	329,910.05	339,903.95	346,800.56	350,368.08	353,972.26
Difference Projected vs Goal	(261,797)	(254,771)	265,318	635,031	979,194
Debt as a percentage of Budget	44%	35%	24%	15%	4%

ECONOMIC DEVELOPMENT MISSION STATEMENT

Tewksbury Economic Development Committee (EDC)

Purpose

The Economic Development Committee serves as a strategic advisory body to support town staff in advancing Tewksbury's long-term economic vitality.

The Committee provides structured review, informed perspective, and community-based insight regarding the Town's economic development activities. The Committee does not engage in operational implementation, business recruitment, or incentive negotiation.

Responsibilities

1. Biannual Staff Briefings

- The Committee shall receive two formal briefings per calendar year from the Economic Development & Town Planning Director.
- Briefings may include updates on:
 - Economic development initiatives and priorities
 - Commercial development trends
 - Business retention efforts
 - Regional and state economic activity affecting Tewksbury

2. Strategic Working Sessions

- The Committee shall conduct two working sessions per calendar year, separate from staff briefings.
- These sessions shall focus on:
 - Reviewing information previously presented
 - Developing questions for staff
 - Formulating observations and strategic considerations

3. Advisory Input

- Observations and questions developed by the Committee may be transmitted to the Town Manager.

SENIOR CENTER



APPROVAL OF DONATION

VERIZON NEW ENGLAND, INC.

**CABLE TELEVISION
LICENSE RENEWAL
FINAL APPROVAL**

**CABLE TELEVISION
RENEWAL LICENSE**

EFFECTIVE MAY 30, 2026

**GRANTED TO
VERIZON NEW ENGLAND INC.**

FEBRUARY 24, 2026

**SELECT BOARD
TOWN OF TEWKSBURY,
MASSACHUSETTS**

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SIGNATURE PAGE

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3

Town of Tewksbury Renewal License
Verizon New England Inc. – May 30, 2026

THIS CABLE TELEVISION RENEWAL LICENSE AGREEMENT (this “License” or “Agreement”) is entered into by and between the Select Board of the Town of Tewksbury, as Issuing Authority for the grant of cable television license(s) pursuant to the Massachusetts Cable Law (M.G.L. c. 166A), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of May 30, 2021, a nonexclusive renewal license to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “2021 Renewal License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the 2021 Renewal License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the 2021 Renewal License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the 2021 Renewal License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the 2021 Renewal License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal license under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal license to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning in which case such other meaning shall apply. 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. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town and/or the PEG Access Designee, as determined by the Issuing Authority, without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority and in accordance with the terms of this Renewal License.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable (“DTC”) or successor governmental agency if any.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended (47 U.S.C. § 101 et seq.), which includes the Cable Communications Policy Act of 1984, as amended (including as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996).

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

1.11. *Educational Access Channel*: An Access Channel made available for the non-commercial educational or school-related use of the Issuing Authority, public schools in the

Town, and/or the PEG Access Designee, as determined by the Issuing Authority.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee or the Issuing Authority to anticipate and control. With respect to the Licensee, Force Majeure includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *Franchise Fee*: Shall have the meaning as set forth in Section 622 (g) of the Communications Act (47 U.S.C. §542(g)).

1.15. *FTTP Network*: Shall have the meaning set forth in the recitals of this License.

1.16. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or the PEG Access Designee as determined by the Issuing Authority to present non-commercial governmental and government-related programming as determined by the Issuing Authority

1.17. *Gross Revenue*: All revenue, determined in accordance with United States Generally Accepted Accounting Principles ("GAAP"), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Services); installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; revenue received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for Leased Access Programming; revenue that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenue as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees, charges and costs imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee, the PEG Access Support, and the PEG Grant) as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the Town, and not the revenue of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers

in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP.

Provided, however, that Gross Revenue shall not include:

1.17.1. Revenue received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenue are derived from the operation of the Cable System to provide Cable Service in the Town;

1.17.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.17.3. Refunds, rebates or discounts made to Subscribers;

1.17.4. Any revenue classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; or revenue received from Information Services, including, without limitation, internet access service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.17.5. Any revenue of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a third-party payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue. (For clarification, as set forth in the inclusions in Section 1.17, Gross Revenue shall include revenue that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers);

1.17.6. Revenue from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other cable license fees to the Town on the resale of the Cable Services. Nothing under this Section is intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

1.17.7. Any tax of general applicability imposed by a town, State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes);

1.17.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Services as required by this License to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town;

provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.17.9. Revenue from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System.

1.17.10. Program launch fees; and

1.17.11. Directory or internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.18. *High-Definition (HD) PEG Access Channel*: A PEG Access Channel in the high-definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.19. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.20. *Issuing Authority*: The Select Board of the Town of Tewksbury, Massachusetts.

1.21. *Leased Access Programming*: Programming on a channel or channels that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act; 47 U.S.C. § 532.

1.22. *License Fee or 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 Communications Act, 47 U.S.C. § 522(g), including payments made by the Licensee to the Town pursuant to Section 9 of the Massachusetts Cable Law.

1.23. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.24. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.25. *Non-Cable Services*: Any service that does not constitute the provision of Cable Services, including, but not limited to, Information Services and Telecommunications Services.

1.26. *PEG*: Public, educational, and governmental.

1.27. *PEG Access Channel*: An Access Channel made available to the Town and/or the PEG Access Designee for PEG Access Programming pursuant to the terms of this License, and managed by the Issuing Authority and/or the PEG Access Designee as determined by the Issuing Authority.

1.28. *PEG Access Designee*: Any entity designated in writing by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation which is a nonprofit charitable purpose entity under Section 501(c)(3) of the Internal Revenue Code or is a municipal department or entity.

1.29. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License and applicable laws.

1.30. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.31. *Public Access Channel*: An Access Channel made available by the Licensee for the non-commercial use by the residents and organizations based in the Town and/or the PEG Access Designee as determined by the Issuing Authority.

1.32. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.33. *Service Area*: The entire existing territorial limits of the Town.

1.34. *Standard-Definition (“SD”) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.35. *State*: The Commonwealth of Massachusetts.

1.36. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee’s express permission.

1.37. *Telecommunications Facilities*: Licensee’s existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.38. *Telecommunications Service*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.39. *Title II*: Title II of the Communications Act, Common Carriers.

1.40. *Title VI*: Title VI of the Communications Act, Cable Communications.

1.41. *Town*: The Town of Tewksbury, Massachusetts.

1.42. *Transfer*: Any transaction in which: an ownership or other interest in

Licensee is transferred or assigned, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or the rights held by Licensee under the License are transferred or assigned to another Person or group of Persons.

1.43. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.44. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over, above and along the Public Rights-of-Way within the Town, for the purpose of providing Cable Service. Reference herein to "Public Rights-of-Way" 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 or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law, including all lawful and applicable Town bylaws and regulations regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such a Town bylaw or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not assert jurisdiction over the Licensee's FTTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* This License shall become effective on May 30, 2026 (the “Effective Date”). The term of this License shall be five (5) years from the Effective Date unless the License is earlier revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, following the thirtieth (30th) month after the Effective Date, Licensee may terminate this License upon one hundred and eighty (180) days’ written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority’s receipt of Licensee’s written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of this License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Grant and PEG Access Support, as respectively provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5.1, 2.5.2 or 2.5.3.

2.5.2. Licensee’s notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the procedure and criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

(a) commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee’s written notice to seek relief hereunder;

(b) terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

(c) If agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

(d) If agreed by both parties, submitting the matter to mediation by a mutually acceptable mediator.

2.5.4. Modification of the PEG Grant and the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in

Sections 5.3 and 5.4 hereunder. As stated above, the PEG Grant and PEG Access Support are not subject to modification under Section 2.5.1, 2.5.2 or 2.5.3.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.7. *License Subject to Federal and State Law/Preemption:* This License is subject to and shall be governed by all applicable provisions of federal and State law and regulations as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law. In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the parties hereto.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.9. *Construction of License:*

2.9.1. The provisions of this License shall be construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the

parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.10. *Police Powers:* The Town shall not enact any bylaws that are inconsistent with this License, provided however that nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as determined in good faith by Licensee; and (F) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis or where the Licensee determines, in good faith, that providing such service is not commercially reasonable; and (G) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.2.

3.1.1. *Density Requirement:* Subject to Section 3.1.1, the Licensee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density as of the Effective Date is equal to or greater than fifteen (15) occupied residential dwelling units per aerial mile or thirty (30) occupied residential dwelling units per underground mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. If within a new development, a contractor is responsible, at the contractor's sole cost and expense, for providing the open trench or conduit to the Licensee, the Licensee's average density per underground mile shall be fifteen (15) occupied

residential dwelling units as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units within the Town in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, the Licensee shall be required to connect at Licensee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Where a residential connection exceeds such length, the Licensee shall be allowed to recover from such Subscriber the actual cost of connection attributable to the distance in excess of one hundred fifty (150) feet subject to Licensee not undertaking any such connection until the Subscriber consents to reimburse the Licensee for the cost, the cost of which shall, if requested by the Subscriber, be disclosed to the Subscriber in advance of the Licensee's work on such a connection.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide not less than one hundred twenty (120) days written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07. For clarification, prior to Licensee providing not less than one hundred twenty (120) days written notice, or later notice, to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license as set forth above, Licensee shall continue to provide basic Cable Service to the Public Buildings designated in **Exhibit A** to the extent provided as of the Effective Date hereof and subject to the terms hereof.

3.4. *Availability of Cable Service To Businesses:* The Licensee may make Cable Service available to businesses. The Licensee may recover the actual cost incurred to connect any business to the Cable System for the provision of Cable Service.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements and/or have at least the following characteristics:

4.1.1. The Cable System shall be operated with an initial digital carrier passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code, the National Electrical Safety Code and the Massachusetts Electrical Code.

4.2. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, capacity for three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows: Starting on the Effective Date of this License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority or the PEG Access Designee, as determined by the Issuing Authority, within two

hundred seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee, as determined by the Issuing Authority, may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. The Issuing Authority expressly acknowledges that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion following notice to the Issuing Authority not less than thirty (30) days in advance of the change. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the PEG Access Designee, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Issuing Authority and/or the PEG Access Designee determines to use such PEG Access Channel capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.2. *PEG Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect its Cable System to equipment owned by the Town and/or the PEG Access Designee at Tewksbury Town Hall, 1009 Main Street, Tewksbury, MA 01876 (the "PEG Interconnection Site"). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or the PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town and initiated by the Issuing Authority or the PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or the PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or the PEG Access Designee. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel

cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, or in order to remedy a defect in equipment or facilities Licensee is responsible for pursuant to this License, including with respect to video or audio quality, shall not be deemed to be “initiated” by the Issuing Authority or the PEG Access Designee.

5.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town’s and/or the PEG Access Designee’s PEG Access Channel equipment shall be at the output of the Town’s and/or the PEG Access Designee’s signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for ensuring all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s or PEG Access Designee’s side of the demarcation point and used to generate or administer any PEG Access Channel signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee’s System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee’s System without Licensee’s prior written consent.

5.2.2. The Licensee shall monitor the PEG Access Channels 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 of similar format and resolution, 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.

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Issuing Authority, or to the PEG Access Designee if requested in writing by the Issuing Authority, a PEG Grant to be used for PEG Access Channel capital funding purposes in the total amount of One Hundred Seventy-One Thousand Four Hundred Fifty-Nine Dollars (\$171,459.00) (the “PEG Grant”), payable in three (3) equal installments of Fifty-Seven Thousand One Hundred Fifty-Three Dollars (\$57,153.00) each, within forty-five (45) days of the Effective Date, and on the first (1st) and second (2nd) anniversaries of the Effective Date, respectively.

5.3.2. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 5.4, or any License Fee required by Section 6.1. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all

equipment purchased with the PEG Grant, and the Licensee shall have no obligation to maintain, repair, replace or insure any such equipment.

5.3.3. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total capital payment per subscriber required to be made by any such VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other such VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective cable license agreement, then Licensee's PEG Grant obligation shall also cease for so long as such other VSP's cash payments have ceased. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority, or to the PEG Access Designee if requested in writing by the Issuing Authority, for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to four percent (4%) of annual Gross Revenue as defined above, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable license on or after the Effective Date that provides for a lower or higher percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced or increased as applicable to match such lower or higher percentage over that same time period with any increase subject to the limitation in Section 6.2. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account or other lawful restricted special cable account and not into the general fund, which account will be under the Issuing Authority's control subject to applicable law.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined above. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenue shall be the preceding calendar quarter.

5.5. *PEG Operational Rules:* The Issuing Authority or PEG Access Designee shall require all local producers and users of any of the PEG facilities or PEG Access Channels to

agree in writing to authorize the Licensee to transmit programming consistent with this License. The Issuing Authority or PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531). Consistent with the foregoing, with respect to Educational and Government Access Channel Programming on the Educational and Government Access Channels (but not the Public Access Channel), the Issuing Authority reserves ultimate control of programming.

5.6. *Recovery of Costs:* To the extent permitted by applicable federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, costs of PEG interconnection, the PEG Access Support payments, and any other costs arising from the provision of PEG Access Channel services and related payments required by this License, and to accurately reflect such costs as separately billed line items on each Subscriber's bill.

5.7. *Late Payments:* In the event that any of the PEG Grant, the PEG Access Support and/or the License Fee payments is or are not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate equal to the lesser of (i) two percent (2%) per annum above the Prime Rate, or (ii) eighteen percent (18%) per annum, in either case compounded annually.

5.8. *Third-Party Financial Disclosure Forms:* If requested by the Licensee, the Issuing Authority shall provide copies of financial disclosure forms required by the Massachusetts Attorney General's Public Charities Division of any entity designated by the Issuing Authority to receive payment pursuant to Sections 5.3.1 and 5.4.1.

5.9. *PEG Operational Rules:* The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations that require all local producers and users of any of the PEG facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Issuing Authority, the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this License.

5.10. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss in good faith with the Issuing Authority or the PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.11. *PEG Access Channel Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Channel programming VOD in the Town; however, the

Licensee shall not be required to provide PEG Access Channel programming VOD in the Town.

5.12. *Censorship*: Subject to Section 611(e) of the Communications Act (47 U.S.C. §531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access programming over the Cable System.

5.13. *Non-Commercial Programming*: The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 5.11 shall prohibit the Issuing Authority or the PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.14. *No PEG Access Designee Rights*: The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee. In particular, the Issuing Authority's written designation of the PEG Access Designee as the entity to receive payments under Sections 5.3 and 5.4 does not vest in the PEG Access Designee any right, title or privilege to receive payments under the License. The Licensee may in its sole discretion upon seventy-five (75) days written notice to the Issuing Authority cease making such payments to the PEG Access Designee and instead make payments directly to the Issuing Authority if the Issuing Authority is in non-compliance with Section 5.9.

6. FRANCHISE AND LICENSE FEES

6.1. *License Fee*: Pursuant to Massachusetts Cable Law, (M.G.L. c. 166A, Section 9), the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee"), or such other amount as may in the future be designated by applicable State law.

6.2. *Maximum Franchise Fee Obligation*: The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenue (as defined above) and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. 542 and FCC regulations and orders pursuant thereto.

6.3. *Payment Information*: In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions*: The period of limitation for the Town and/or Issuing Authority making a written request or claim for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Method of Payment*: The PEG Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the

Licensee is otherwise notified in writing by the Issuing Authority.

6.6. *Other Payment Obligations and Exclusions:*

6.6.1. Unless otherwise required by applicable law, 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 Affiliate 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 Affiliate.

6.6.2. In accordance with Section 622(h) of the Communications Act (47 U.S.C. § 542(h)), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenue derived in such period from the provision of such service over the Cable System.

6.7. *Affiliates Use of System:* Use of the Cable System and the provision of Cable Services within the Town by Affiliates shall be in compliance with applicable federal and State laws and regulations.

6.8. *Re-computation and Audit:*

6.8.1. Tender or acceptance of any payment made pursuant to Article 5 or 6 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 Section 5.7 and/or pursuant to this Section. All amounts shall be subject to audit and re-computation by the Issuing Authority pursuant to this Section.

6.8.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4. If, after such audit and re-computation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.7. All audits must be conducted by an independent third party that is a Certified Public

Accountant and who shall not be permitted to be compensated on a success-based formula (e.g., payment based on an underpayment of fees, if any).

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.3. *Denial of Service:* In accordance with applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, refusal to provide credit history information, refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at an office of the Licensee the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town during Licensee's regular business hours and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years subject to maintaining records that are the subject of a pending inquiry, if any, by the Issuing Authority for so long as the parties are addressing such inquiry and subject to Section 6.4. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall take reasonable steps consistent with applicable law, including public records laws, to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Service.

8.3. *Dual Filings:* Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests required by applicable law.

8.5. *Annual Performance Review:* The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. Licensee shall maintain in full force and effect, at its own cost and expense (including all deductibles), during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury (including death) and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable

Service business in the Town.

9.1.1.2. Automobile Liability Insurance covering all owned, non-owned, hired and/or rented motor vehicles in the amount of two million dollars (\$2,000,000) combined single limit each accident for bodily injury and property damage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) \$100,000 Bodily Injury by Accident; (B) \$100,000 Bodily Injury by Disease each employee; and \$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s), Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Division or its successor.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contribution.

9.1.7. The Licensee shall require that every one of its contractors and their subcontractors carry in full force and effect, substantially the same insurance with substantially the same amounts as required of Licensee herein.

9.1.8. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

9.1.9. Upon receipt of notice from its insurers, the Licensee shall provide the Issuing Authority with thirty (30) days prior written notice of cancellation.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, officers, boards, committees, employees and agents, (hereinafter referred to as the "Town" for purposes of this Section 9.2) against any and all claims, suits, causes of action, proceedings, and judgments, whether for damages or otherwise arising out of or alleged to arise out of or from the installation, operation, or maintenance of the Cable System.

Notwithstanding the foregoing, Licensee shall not indemnify the Town for any portion of damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, or for any activity or function conducted by any Person other than Licensee, its officers, agents or employees, in connection with PEG Access or the Emergency Alert System.

9.2.2. The Town shall provide the Licensee with timely written notice of a claim or action for which it seeks indemnification under this Section 9.2; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.2.3. With respect to Licensee's indemnity obligations set forth in this Article 9, Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action, or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics laws and standards and the consent of the Town, which shall not unreasonably be withheld, delayed or conditioned. The Licensee shall, subject to the consent of the Issuing Authority as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of the otherwise agreed upon settlement.

9.2.4. In the event that Licensee fails, after notice pursuant to Section 9.2.2, to undertake the Town's defense of any claims encompassed within this Section 9.2, then the Town may provide a second written notice to the Licensee. In the event that the Licensee fails to undertake the Town's defense within a reasonable time after receipt of said second notice, then Licensee's indemnification obligation under this Section 9.2 shall include the Town's costs of defending such claim, suit, cause of action or proceeding, including, but not limited to, reasonable attorneys' fees.

9.2.5. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

10. PERFORMANCE BOND

10.1. Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Fifty Thousand Dollars (\$50,000) securing the performance of Licensee's obligations under this License. The Town may not attempt to collect under this bond unless thirty (30) days have passed since the Town provided the Licensee with written notice of its intent to collect under this bond. If within this thirty (30) day time frame, Licensee gives written notice it disputes entitlement to payments from Licensee for which it has refused to make payment, the parties shall promptly meet to attempt to resolve the dispute in good faith amongst themselves.

10.2. The Licensee shall not permit the performance bond to expire or approach less than thirty (30) days prior to expiration without securing and delivering to the Town a substitute, renewal or replacement bond in conformance with applicable law. The Licensee shall not materially change the terms of said bond without the prior written consent of the Issuing Authority.

10.3. There shall be recoverable by the Town from the principal and surety, any and all amounts due to the Town and any and all damages, losses, costs, and expenses incurred by the Town resulting from the failure of the Licensee to comply with the material provisions of this License, to comply with all orders, permits and directives of any Town agency or body having jurisdiction over its acts or defaults, to pay fees or penalties due to the Town, or to pay any claims, taxes or liens due to the Town. Such losses, costs and expenses shall include but not be limited to reasonable attorney's fees and other associated expenses, provided that the total of such losses, costs and expenses recovered from the bond shall not exceed the amount of Fifty Thousand Dollars (\$50,000).

11. TRANSFER OF LICENSE

11.1. *Town Approval Required:* Subject to Section 617 of the Communications Act (47 U.S.C. §537) and Sections 11.2 and 11.3 below, Licensee shall not Transfer this License, voluntarily or involuntarily, directly or indirectly, 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 upon a written application therefore on forms prescribed by the Cable Division and/or the FCC.

11.2. *No Consent Required For Transfers Securing Indebtedness:* The Licensee shall not be required to file an application or obtain the consent or approval of the Town for a Transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License, the Licensee or Cable System in order to secure indebtedness. However, the Licensee will notify the Town within thirty (30) business days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Licensee's audited financial statements prepared for the Licensee's bondholders shall constitute such notice.

11.3. *No Consent Required For Any Affiliate Transfers:* Unless required by applicable federal or State law, the Licensee shall not be required to file an application or obtain the consent or approval of the Town for: any Transfer of an ownership or other interest in Licensee, the Cable System, or the Cable System assets to the parent of Licensee or to another Affiliate of Licensee; any Transfer of an interest in the License or the rights held by the Licensee under this License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of Licensee; or any action which is the result of a merger of another Affiliate of the Licensee. However, the Licensee will notify the Town within thirty (30) business days if at any time a Transfer covered by this Section 11.3 occurs. The transferee of any Transfer covered by this Section 11.3 shall be legally qualified to hold, and shall be bound by the terms and conditions of, this License.

11.4. *Transfer Procedures:* Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and a copy of the application and FCC Form 394 requesting any such Transfer consent. Pursuant to 207 CMR 4.03, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for Transfer. The Issuing Authority shall have one hundred twenty (120) days from the filing of a completed FCC Form 394 to take final action on it. After one hundred twenty (120) days, the application shall be deemed approved, unless said one hundred twenty (120) day period is extended pursuant to applicable law. The Licensee shall reimburse the Town for its reasonable costs associated with the Transfer, assignment or disposition of the License, up to a maximum of Three Thousand Dollars (\$3,000). The Licensee shall make said payment within thirty (30) days of the Town providing the Licensee with documentation of the same.

11.5. *Non-Waiver:* The consent or approval of the Issuing Authority to any Transfer shall not constitute a waiver or release of any rights of the Town under this License, whether arising before or after the date of said Transfer.

12. RENEWAL OF LICENSE

The Issuing Authority and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act (47 U.S.C. § 546), and the applicable provision of the Massachusetts Cable Law.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance as soon as reasonably possible and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed, all of which shall be to the reasonable satisfaction of the Issuing Authority. If the Licensee believes it has cured the subject non-compliance, it shall provide written notice of such to the Issuing Authority. The Town shall provide the Licensee with a written response as to whether such cure has been effected.

13.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, and if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority

shall provide the Licensee with the following minimum written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard: (i) for a hearing for which the Issuing Authority states in the written notice that that revocation of the License shall not be a possible consequence – thirty (30) days written notice, and (ii) for a hearing for which the Issuing Authority does not state in the written notice that that revocation of the License shall not be a possible consequence – forty-five (45) days written notice.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

13.4.2. Commence an action at law for monetary damages or seek other equitable relief;

13.4.3. Submit a claim against an appropriate part of the performance bond;

13.4.4. In the case of a substantial noncompliance of a material provision of this License, revoke this License in accordance with Section 13.5; and/or

13.4.5. Invoke any other lawful remedy available to the Town.

13.5. *Revocation Hearing:*

13.5.1. At the designated public hearing in which revocation is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing with the cost shared by the parties.

13.5.2. Following the public hearing where revocation is a possible consequence, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, in the reasonable discretion of the Issuing Authority, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. In accordance with applicable law, Licensee may appeal such written determination of the Issuing Authority to the Cable

Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*, if permitted by applicable law. Licensee shall be entitled to such relief as the Cable Division or court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

14.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.3. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

14.4. *Captions and Headings:* The captions and headings to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of the License. Such captions and headings shall not affect the meaning or interpretation of the License.

14.5. *Exhibits:* The Exhibits to this License attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibits, incorporated herein by reference and expressly made a part of this License. The procedures for approval of any subsequent amendment or modification to said Exhibits shall be the same as those applicable to any amendment or modification hereof, except as specified in such Exhibit or elsewhere in this License.

14.6. *Recitals:* The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

14.7. *Force Majeure:* The Licensee and the Town, including the Issuing Authority, shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure, provided that the Licensee or Town as applicable takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of the Licensee's or Town's employees or property, or the health or safety 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 Licensee's or Town's capacity to perform, the Licensee or Town as applicable shall

perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances.

14.8. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's installation, maintenance or operation of the Cable System pursuant to this License.

14.9. *Warranties:* The Licensee represents and warrants to the Issuing Authority that, as of the Effective Date:

14.9.1. The Licensee is duly organized, validly existing and in good standing under the laws of its incorporation and is authorized to do business in the State;

14.9.2. The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and other corporate authority to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

14.9.3. This License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law; and

14.9.4. There is no action or proceedings pending against the Licensee that would reasonably interfere with its performance of this License.

14.10. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

14.11. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be forwarded in one of the following ways: (i) hand delivered (signature required), (ii) sent by express mail (signature required) or (iii) by certified mail/return receipt requested to, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be to:

Verizon
1 Verizon Way
Basking Ridge, NJ 07920
Attention: Sarah E. Lyzak, VP and Deputy General Counsel

with a copy to:

Verizon New England Inc.
111 Main Street
White Plains, NY 10601
Attention: Pamela Goldstein, Associate General Counsel

Notices to the Issuing Authority shall be to:

Town of Tewksbury
1009 Main Street
Tewksbury, MA 01876
Attention: Select Board

with a copy to:

Town Legal Counsel/Law Department
c/o Town of Tewksbury
1009 Main Street
Tewksbury, MA 01876

14.12. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.13. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, except as may be otherwise provided herein.

14.14. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.15. *No Recourse Against Issuing Authority:* Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555a(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

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

14.17. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, or denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, or denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

14.18. *Interpretation:* The Issuing Authority and Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

14.19. *No Third-Party Beneficiaries:* The provisions of this License are for the benefit of the Licensee, the Town and its Issuing Authority and do not confer any legal, equitable or other rights in or benefits of any nature upon or for any other Person and no third party shall have recourse to legal, equitable or other claims of any nature arising from this License. Only the Licensee, the Town and its Issuing Authority shall have rights hereunder.

14.20. *Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

SIGNATURE PAGE FOLLOWS

Town of Tewksbury Renewal License
Verizon New England Inc. – May 30, 2026

AGREED TO THIS 10th DAY OF MARCH, 2026.

TOWN OF TEWKSBURY
By its Select Board:

VERIZON NEW ENGLAND INC.

Mark Kratman, Chair

By:

Eugene B. Barrins, Vice President –
Network Engineering & Operations

Eric Ryder, Vice Chair

Richard Russo, Jr., Clerk

James F. Mackey III

Patrick Holland

Approved as to form:

William August, Esq.
Epstein & August, LLP

EXHIBIT A
MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3

Public School Buildings:

1. Center School @ 139 Pleasant Street*
- *1 ½ New School @ 135 – 139 Pleasant Street parcel. (The Center School will be coming off-line with a new elementary school being built on the same parcel of land as now used by the Center School and John F. Ryan Elementary School, being 135-139 Pleasant Street, which is along the cable system routes.)
2. Dewing School @ 1469 Andover Street
3. North Street School @ 133 North Street
4. John W. Winn Middle School @ 1 Griffin Way
5. Trahan School @ 12 Salem Street
6. Heath Brook School @ 165 Shawsheen Road
7. High School @ 320 Pleasant Street
8. Ella Fleming School @ 1503 Andover Street
9. John F. Ryan Elementary School @ 135 Pleasant St.

Municipal Buildings:

1. Police Station @ 918 Main Street
2. Central Fire Station @ 21 Town Hall Avenue
3. North Fire Station @ 830 North Street
4. South Fire Station @ 2342 Main Street
5. Livingston Street Park @ 286 Livingston Street
6. Water Treatment Plant @ 71 Merrimac Street
7. Senior Center @ 175 Chandler Street
8. Town Hall @ 1009 Town Hall Avenue
9. Department of Public Works @ 999 Whipple Road
10. Tewksbury Public Library @ 300 Chandler Street
11. Town Hall Annex @ 11 Town Hall Avenue
12. New Fire Department building at 994 Main Street
13. Emergency Communications Regional Center, 987 Whipple Road