

AGREEMENT BETWEEN THE TOWN OF BOLTON AND
BOLTON ACCESS TELEVISION CORPORATION
DESIGNATING BOLTON ACCESS TV
THE PUBLIC, EDUCATION, and GOVERNMENT ACCESS PROVIDER

This agreement dated this 10th day of December, 2020, is by and between the Town of Bolton, with its offices at Town Hall, 663 Main Street, Bolton, Massachusetts (the "Town"), and Bolton Access Television Corporation ("Bolton Access TV"), a 501c3 Massachusetts corporation, through its Board of Directors, with its registered address at 697 Main Street, Bolton, Massachusetts, who agree as follows:

1. Designation of Community Access Corporation

The Town hereby designates Bolton Access TV to continue as the Bolton Public, Education, and Government Access Provider. By virtue of this agreement, Bolton Access TV will provide the ability to record, schedule, and cablecast shows. Bolton Access TV will operate and maintain a facility for producing and cablecasting community-created programming. Bolton Access TV will facilitate and encourage production of shows by local government and other groups and will provide recording and editing equipment.

2. Agreement Period

The Agreement period between the Town of Bolton and Bolton Access TV shall be for three years, from July 1, 2020 until June 30, 2023. Prior to or following its expiration, the Board of Selectmen may extend the Agreement for a period of up to the expiration of the franchise agreement with Comcast (July 9, 2024), under the same terms and conditions of this initial Agreement or such terms and conditions as may be mutually agreed upon. To assure continued operations, the Agreement shall remain in force under the same terms and conditions while extensions are being considered. The Town may terminate this Agreement and remove Bolton Access TV as the designated local access provider at any time with thirty (30) days written notice to Bolton Access TV.

3. Updates and Performance Review

One or more Bolton Access TV officers will periodically attend a Board of Selectmen meeting to provide an update of Bolton Access TV operations. At its option, the Board of Selectmen may meet annually with the Bolton Access TV Board of Directors to discuss Bolton Access TV operations, accomplishment of prior year's goals, and establishment of goals for the next year. Bolton Access TV will provide a copy of its annual report to the selectmen and, at its option, the Board of Selectmen may provide comments to Bolton Access TV. At other times of the year, the Board of Selectmen will provide timely notification of issues or problems as they arise, so that Bolton Access TV may address these issues or problems prior to the annual performance review.

4. Financial Reporting

Bolton Access TV's budget shall be made available to the Board of Selectmen within fifteen (15) days prior to the beginning of Bolton Access TV's Fiscal Year (January 1st) and an annual fiscal report will be made available to the Board of Selectmen when completed, but no later than sixty (60) days following the end of the fiscal year. Reasonable requests by the Town for further financial information will be complied with on a timely basis.

5. Public-Education-Government Funding

The parties acknowledge that PEG funding as received from Comcast by the town will be kept in the

PEG Fund established by the May 1, 2017 town meeting for use by Bolton Access TV. Monies in the PEG Fund may be requested and released under the direction and authority of the Board of Selectmen. The Board of Selectmen will provide Bolton Access TV advocacy with Comcast or its successors, through the Bolton Cable Advisory Committee if the selectmen so wish, on issues related to Bolton Access TV and Comcast.

6. Selectmen Representation on Bolton Access TV Board of Directors

The Town shall have full membership on the Bolton Access TV Board of Directors as provided below:

- a. A member of the board of selectmen shall serve on the board of directors ex officio unless the selectmen at their discretion designate and appoint someone else to represent them.
- b. Members appointed by the selectmen shall be fully voting members and shall have all of the rights of all other member of the Bolton Access TV Board of Directors.
- c. The Board of Selectmen shall have removal authority over its appointees. If the Bolton Access TV Board of Directors has concerns about a selectmen appointee to the Bolton Access TV Board, it may request that the Board of Selectmen take action to remove such appointee; however the final decision rests with the Board of Selectmen.

7. Bolton Access TV Bylaws

Bolton Access TV shall provide a copy of its approved bylaws to the Board of Selectmen. The Bylaws addressing Board of Directors' membership shall include language providing for representatives appointed by the selectmen.

8. Bolton Access TV Assets

- a. **Assets Purchased with Comcast, et al Franchise Funding.** - All assets of Bolton Access TV are the property of Bolton Access TV. Notwithstanding this statement, assets acquired with funding from the Town's cable television franchisee, including Comcast and its predecessors, successors, and/or assigns, pursuant to the Town's cable television franchise agreement(s) (hereafter referred to as PEG assets), shall be accounted for separate from other assets acquired through donations or with other funding. PEG assets shall not be pledged to any creditor as an asset of Bolton Access TV or used as collateral to secure any debt authorized or incurred by Bolton Access TV. Bolton Access TV may trade-in capital equipment to upgrade such equipment in order to fulfill its duties under this Agreement, as well as its corporate purposes.
- b. **Assets acquired through donation** - Any assets acquired by Bolton Access TV through donation or otherwise from sources other than through the cable TV franchisee as PEG assets described above, are not subject to the prohibitions in section 8.a. Further, if upon the donation of assets a method of disposition other than that outlined in section 8.c, is specified, then such method of disposition shall control.
- c. **Disposition of assets** - If this agreement is terminated for any reason, or if Bolton Access TV is dissolved for whatever reason, all Bolton Access TV assets shall be assigned to a successor community access corporation designated by the Board of Selectmen, in accordance with existing laws of the Commonwealth of Massachusetts or will become the property of the Town of Bolton.
- d. **Use of assets** - The public access facility, equipment, and channels shall be scheduled on a first come, first served, equal access, nondiscriminatory basis within the times

established by Bolton Access TV. Rules and regulations shall be developed by Bolton Access TV staff and officers as appropriate to achieve this objective.

9. **Duty to Record Government Meetings and Cablecast Local Productions**

Bolton Access TV shall record or cause to be recorded the Bolton annual (ATM) and special (STM) town meetings. Bolton Access TV shall respond with reasonable notice to requests to record or broadcast selectmen, Advisory Committee, and other board, committee or special interest meetings to the extent resources are available. The Town of Bolton shall inform Bolton Access TV in advance of all meeting schedules and locations via email with as much advance notification as possible.

All shows of acceptable quality and meeting community standards submitted to Bolton Access TV shall be shown on a local cable channel at least once, with a schedule of programming available to the public and posted on the Bolton Access TV website.

10. **Law and Copyright**

Bolton Access TV shall abide by all applicable laws, rules, and regulations of the United States of America, the Commonwealth of Massachusetts, and the Town of Bolton, including those related to copyright law.

11. **Workers Compensation**

Bolton Access TV shall provide insurance for the payment of compensation, and the furnishing of other benefits, as required by Massachusetts General Laws chapter 152 to all persons employed under the contract, and shall continue such insurance in force and effect during the term thereof. Statutory limits shall apply.

12. **Insurance**

Bolton Access TV shall maintain certificates of insurance clearly stating that the insurance policies required in the following paragraphs have been issued to Bolton Access TV. The certificate must be in a standard insurance form by a company licensed to do business in the Commonwealth of Massachusetts, and shall be in a form satisfactory to the Town Administrator. Liability policies shall name, in addition to any other, the Town as an additional insured. Bolton Access TV shall not cancel, change or revise any insurance relating to this contract without at least 30 days prior written notice to the Town Administrator. Prior to the effective date of such cancellation, Bolton Access TV shall take out new insurance to cover the policies so canceled and shall produce certificates stating that such insurance is in effect.

Bolton Access TV shall carry Public Liability Insurance with an insurance company satisfactory to the Town so as to indemnify and save the Town harmless from any and all claims for damages arising out of bodily injury or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of this agreement or from any neglect, default or omission or want of property care or misconduct on the part of Bolton Access TV, its employees, agents or subcontractors in its employ during the execution of the work. Such indemnity shall run to the Town's officers, agents, and employees. Minimum coverage shall be as follows:

- **Liability for bodily injury, including accidental death:** Minimum limits of \$1,000,000 per occurrence
- **Liability for property damage:** Minimum limits of \$1,000,000 per occurrence

Bolton Access TV is at all times an independent contractor and not an agent or employee of the Town.

No act of commission or omission by either party shall make the other a principal, agent, joint venture, partner or employee of the other.

13. Non-assignment

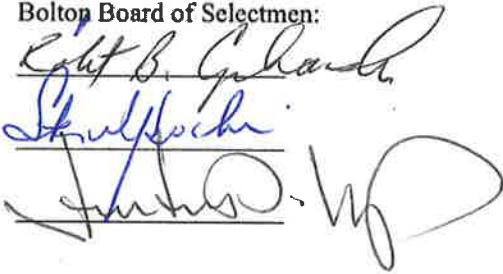
Neither this Agreement nor any interest herein shall be assigned, transferred, or sub-contracted by Bolton Access TV, except as expressly authorized in writing by the Town through its Board of Selectmen, which consent may be withheld in the sole and absolute discretion of the Town.

15. Severability

If any provision of this Agreement shall be held to be invalid, the validity of the remaining provisions shall not be affected nor impaired thereby.

This Agreement is entered into between the Town of Bolton, by and through its Board of Selectmen, and Bolton Access Television Corporation on this date December, 10th, 2020.

Bolton Board of Selectmen:



Bolton Access TV Officers:

 Nick McGachey, Executive Director

