

## **Board of Selectmen**

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# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

### **Board of Selectmen's Meeting**

**September 19, 2016, 7:00 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

### **Agenda**

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

#### Other Business

1. Public Hearing (7:00PM) – Comcast and Verizon Cable License Renewal
2. Affirmation of Committee Appointments – EPFRAC (Evaluation of Parks, Fields & Recreation Areas Committee)
3. Discussion – Alleged Open Meeting Law Violation
4. Closing of Fall Town Meeting Warrant
5. Discussion/Vote - SPECTRA Intervenor
6. Banner Display Request – Taste of Medway
7. Liquor License Requests
  - a. Ana Elliot – Thayer Homestead – December 12, 2016
  - b. Deborah Higgins – Thayer Homestead – December 16, 2016
8. Action Items from Previous Meeting
9. Approval of Warrants
10. Approval of Minutes
11. Town Administrator's Report
12. Selectmen's Reports
13. Executive Session – Exemption 6: To consider the purchase, exchange, taking, lease, or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body. (Winter Street/Barber Street)

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For more information on agenda items, please visit the Board of Selectmen's page at  
[www.townofmedway.org](http://www.townofmedway.org)

Upcoming Meetings, Agenda and Reminders

October 3, 2016 --- Regular Meeting

October 17, 2016 --- Regular Meeting

# **AGENDA**

## **ITEM #1**

### **Public Hearing (7:00PM) – Comcast and Verizon Cable License Renewal**

#### **Associated backup materials attached:**

- Background Information for Hearing
- Public Hearing Notice
- 2007 Comcast Final License
- 2007 Verizon Final License

#### **Proposed Motions:**

1. I move that the Board open the ascertainment public hearing for the renewal of the Comcast and Verizon cable television licenses.
2. I move that the Board close the hearing.

## **Ascertainment Public Hearing – Sep 19, 2016**

### **Cable Television License Renewal Requests – Verizon New England Inc. and Comcast of Mass./NH, LLC**

Verizon's cable television license expires 9/16/17. Verizon commenced the license renewal process with a letter to the Town dated Feb 2, 2015.

Comcast's license expires 7/13/18. It notified the Town of its desire to renew its license in a letter dated Nov 16, 2015.

The Board of Selectmen as the "Issuing Authority" is responsible for the review of the cable operator's performance under the existing license and for identifying the cable related needs and interests of the community.

The Board has appointed a Cable Advisory Committee to assist with this process.

Medway is in Phase 1 of the formal renewal process, which is known as Ascertainment.

This is commenced between 36 and 30 months prior to the expiration of the current cable TV licenses.

The Town of Medway has combined ascertainment for the renewal of these licenses through notification to the two franchisees in letters dated Feb. 9, 2016.

This public hearing is part of the ascertainment process. The Board is seeking the community's input on both Verizon's and Comcast's performance as cable television providers in Medway and the community's future needs and interests related to cable television.

The Town notified Verizon and Comcast of this public hearing in letters dated August 22, 2016 sent by certified mail, return receipt requested.

The hearing was also advertised in the Milford Daily News on September 1, 2016.

**LEGAL NOTICE  
TOWN OF MEDWAY  
NOTICE OF PUBLIC HEARING  
CABLE LICENSE  
RENEWALS –  
COMCAST AND VERIZON**

The Town of Medway's Board of Selectmen will hold a public hearing in Sanford Hall, Town Hall, 155 Village Street, Medway, on Monday, September 19, 2016, 7:00 PM, to seek public input on the fulfillment of the terms of the cable television licenses held by Verizon New England Inc. and Comcast of Mass./NH, LLC. in consideration of the renewal of these licenses upon the expiration of their terms in 2017 and 2018 respectively. Copies of the existing cable TV license agreements with the Town of Medway can be found on the Board of Selectmen's webpage at [www.townofmedway.org](http://www.townofmedway.org). Copies of these licenses may also be viewed at the Selectmen's Office during Town Hall hours.

Anyone wishing to offer comments related to the cable operators' performance, future needs and interests should be present at the above date and time.

AD#13470420  
MDN 9/1/16

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO**

**COMCAST OF MASSACHUSETTS/NEW HAMPSHIRE, LLC.**

**THE BOARD OF SELECTMEN  
TOWN OF MEDWAY,  
MASSACHUSETTS**

**JULY 14, 2008**

-Medway Cable Television Renewal License-

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Gross Annual Revenues Reporting Forms

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**A G R E E M E N T**

This Cable Television Renewal License entered into this 14th day of July, 2008, by and between Comcast of Massachusetts/New Hampshire, LLC ("Comcast") and the Board of Selectmen of the Town of Medway, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

**W I T N E S S E T H**

WHEREAS, the Issuing Authority of the Town of Medway, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Medway; and

WHEREAS, the Issuing Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on March 7, 2007 and March 14, 2007 to (1) ascertain the future cable related community needs and interests of Medway, and (2) review the performance of Comcast during its current license term; and

WHEREAS, Comcast submitted a proposal for renewal dated September 13, 2007.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

**ARTICLE 1**

**DEFINITIONS**

**Section 1.1 --- DEFINITIONS**

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

(1) Access: The right or ability of any Medway resident and/or any persons affiliated with a Medway institution to use designated PEG Access facilities, equipment and/or Licensee-owned channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A Licensee-owned channel which the Licensee shall make available to the Town of Medway and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, as designated by the Issuing Authority from time to time, responsible for operating and managing public, educational and governmental PEG Access funding, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

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

(6) CMR: The acronym for Code of Massachusetts Regulations.

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

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- (8) Cable Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.
- (9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable, or any successor agency.
- (10) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services.
- (11) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.
- (12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (13) Complaint: As it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (14) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (15) Department of Public Works or DPW: The Department of Public Works of the Town of Medway, Massachusetts.
- (16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (17) Drop: The cable that connects an outlet to the Cable System or the Institutional Network.
- (18) Educational Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority or its designee(s) for use by, among others, educational

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institutions and/or educators wishing to present non-commercial educational Programming and/or information to the public.

(19) Effective Date of the Renewal License (the "Effective Date"): July 14, 2008.

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

(21) Government Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority for use by, among others, those Persons and/or the Access Corporation wishing to present non-commercial governmental Programming and/or information to the public.

(22) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest earned on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community, owned, operated and maintained by the Licensee, use of which may include, but not be limited to, (i) Signal processing or switching or (ii) placement of a fiber node or microwave link or transportation super trunk.

(25) Institutional Network ("I-Net"): The Licensee-owned network connecting Town buildings and schools, for the exclusive non-commercial use of the Town, its departments and/or its designees.

(26) Issuing Authority: The Board of Selectmen of the Town of Medway, Massachusetts, pursuant to M.G.L. 166A.

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- (27) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (28) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Medway or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.
- (29) Licensee: Comcast of Massachusetts/New Hampshire, LLC. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (30) Normal Business Hours: Those hours during which most similar businesses in Medway are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.
- (31) Origination Capability or Origination Point: An activated Outlet and connection allowing a User(s) to transmit a Signal(s) to a designated location.
- (32) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.
- (33) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.
- (34) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) PEG Access Channels: Any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.
- (38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (39) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (40) Public Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority or its designee(s) for use by, among others, Medway residents, organizations and/or the Access Corporation wishing to present non-commercial Programming and/or information to the public.



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(41) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

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

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

(45) State: The Commonwealth of Massachusetts.

(46) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(47) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(48) Town: The Town of Medway, Massachusetts.

(49) Town Council: The Town Council of the Town of Medway, Massachusetts.

(50) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

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

(52) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

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

**ARTICLE 2**

**GRANT OF RENEWAL LICENSE**

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

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Medway, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Medway.

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Medway within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Medway. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter. The Licensee reserves the right to appeal any such dispute in a court of competent jurisdiction.

**Section 2.2 --- TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be a ten (10) year term, commencing on July 14, 2008 and expiring on July 13, 2018, unless sooner terminated as provided herein.

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**Section 2.3 --- NON-EXCLUSIVITY OF RENEWAL LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Medway, or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within forty-five (45) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested in order to justify its belief.

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

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

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

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations, and any by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

**Section 2.5 --- REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License, by passage of time or otherwise, unless (1) the Licensee has had its license renewed for another term, or (2) the Licensee transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

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

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Subject to applicable law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.

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

(d) The Licensee shall submit to the Issuing Authority the application and FCC Form 394 requesting such transfer or assignment consent.

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

(f) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

~~-Medway Cable Television Renewal License-~~

Section 2.7 --- **EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 infra and Section 11.2 infra.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**ARTICLE 3**

**SYSTEM DESIGN**

**Section 3.1---SUBSCRIBER NETWORK**

(a) The Licensee shall continue to operate and make available to all residents of the Town its existing 750 MHz Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Medway Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

**Section 3.2---INSTITUTIONAL NETWORK**

(a) From the Effective Date until May 1, 2009 and consistent with the timelines in Section 6.7(b) supra, the Licensee shall continue to operate, maintain and repair its existing, separate I-Net to be utilized by the Town, its designees, and/or the Licensee. The Licensee shall make available to the Town seven (7) Upstream Channels and seven (7) Downstream Channels on the I-Net, for the exclusive use of the Town and its designees. Said channels shall continue to be capable of distributing audio and video I-Net Signals between the designated buildings on the I-Net. The I-Net shall be interconnected with the Licensee's Subscriber Network at its Headend, Hub Site or other location at the discretion of the Licensee in order to permit simultaneous two-way video and audio Signal transmissions between the designated buildings on the I-Net. No later than May 1, 2009, the Town and/or the Access Corporation shall be able to originate PEG Access Programming pursuant to Section 6.7 infra.

(b) The I-Net shall be capable of transmitting Signals between the Town buildings and other institutions specified in **Exhibit I**, attached hereto ("I-Net Buildings"). Designated Users shall be able to transmit said Signals to other I-Net Buildings using a modulator or other necessary equipment, provided by the Town.

(c) The Issuing Authority and/or its designees shall only use the I-Net for municipal and/or educational purposes and not for sale or lease for non-municipal uses. The Town shall be responsible for all end user and switching equipment and the repair and/or replacement of said equipment.

(d) Consistent with Section 3.2(a) above, the Licensee shall have the sole responsibility for maintaining the I-Net until no later than May 1, 2009 except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(e) In the event that there are technical problems with the I-Net, excluding (1) any devices, hardware or software not under the control or ownership of the Licensee and/or (2) equipment installed by the Town or other User, the Licensee shall resolve the technical problem within a reasonable amount of time. Should a technical problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem.

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**Section 3.3--EMERGENCY ALERT SYSTEM**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

**Section 3.4---PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law(s) and regulations governing Subscribers' capability to control the reception of any channels being received on their television sets.



**ARTICLE 4**

**MAINTENANCE AND OPERATION**

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

(a) The Licensee shall make its Cable Service available to all residential households in the Town, unless legally or otherwise prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by an owner(s) of private property or multiple dwelling units. Availability of Cable Service is subject to installation charges.

(b) Installation charges shall be non-discriminatory except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto.

**Section 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall operate and maintain the Cable Television System within the Town of Medway. Licensee-owned poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

**Section 4.3 --- UNDERGROUND FACILITIES**

(a) In the areas of the Town in which telephone lines and electric utility lines are, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground, unless the Town and the Licensee mutually agree in writing not to place said facilities underground. At such times that these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes shall be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

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**Section 4.4 --- SAFETY STANDARDS**

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

**Section 4.5 --- PEDESTALS**

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment shall be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s), unless the Licensee is otherwise permitted to use such Pedestals for non Cable Service(s) use pursuant to applicable law(s).

**Section 4.6 --- CONSTRUCTION MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of all Cable System plant. Upon the written request of the Issuing Authority, if changes are made in the Cable System, the Licensee shall file updated strand maps not more than once annually, not later than thirty (30) days after each such request.

**Section 4.7 --- SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

**Section 4.8 --- COMMERCIAL ESTABLISHMENTS**

The Licensee may make Cable Service(s) available to any commercial establishments in the Town.

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Section 4.9 --- "DIG SAFE"

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

**ARTICLE 5**

**SERVICES AND PROGRAMMING**

**Section 5.1 --- BASIC SERVICE**

The Licensee shall make available a Basic Service to all Subscribers in the Town pursuant to applicable statute or regulation.

**Section 5.2 --- PROGRAMMING**

(a) Pursuant to federal law, all Programming decisions are at the sole discretion of the Licensee, which Programming may be subject to change from time to time.

(b) Pursuant to applicable laws and/or regulations, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Medway Programming line-up at least thirty (30) days before any such change is to take place.

**Section 5.3 --- CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is obtaining any Cable service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

**Section 5.4---DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS  
AND SCHOOLS**

(a) The Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service, at no charge to the Town, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 2**, attached hereto and made a part hereof, and any other public buildings and public schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Basic Service and related maintenance.

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(b) The Licensee shall supply one (1) non-addressable Converter for each Outlet, without charge to the Town, if required for the reception of monthly Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such an Outlet, prior to any such installation. The Licensee shall install any newly requested Outlets within sixty (60) days of any such requests from the Issuing Authority, weather permitting.

**ARTICLE 6**

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL  
ACCESS FACILITIES AND SUPPORT**

**Section 6.1 --- PEG ACCESS CORPORATION**

The Access Corporation shall continue to provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.2 below;
- (2) Manage PEG Access annual funding, pursuant to Section 6.3 below;
- (3) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of PEG Access Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (9) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by its Board of Directors.

**Section 6.2 --- PEG ACCESS CHANNELS**

- (a) The Licensee shall continue to make available to the Issuing Authority and/or its designee(s) three (3) Subscriber Network Downstream Channels for Medway PEG Access purposes.
- (b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers, without charge to the Town, the Access Corporation and/or PEG Access Users, and shall be subject to the control and management of the Issuing Authority, or its designee(s).

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(c) While the Licensee retains sole discretion for channel placement, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, without the advance, written notice to the Issuing Authority

(d) Said PEG Access Channels shall be maintained and made available by the Licensee at no charge to the Town, the Access Corporation and/or Users.

(e) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Medway Public School Department and/or the Access Corporation, and shall be subject to the control and management of the Issuing Authority, and/or its designee(s).

**Section 6.3 -- ANNUAL SUPPORT FOR PEG ACCESS PROGRAMMING**

(a) The Licensee shall provide annual funding to the Issuing Authority and/or the Access Corporation, for PEG Access purposes, equal to four percent (4%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra. Said payments shall be used for, among other things, salary, staffing, equipment, operating and other related expenses connected with PEG Access Programming and operations.

(b) Said four percent (4%) PEG Access payments shall be made to the Issuing Authority and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing, on the following calendar year quarterly basis:

+ Quarter 1	January, February and March	due May 15 <sup>th</sup>
+ Quarter 2	April, May and June	due August 15 <sup>th</sup>
+ Quarter 3	July, August and September	due November 15 <sup>th</sup>
+ Quarter 4	October, November and December	due February 15 <sup>th</sup> .

(c) The first payment to the Issuing Authority under Section 6.3(a) shall be made no later than November 15, 2008, and shall constitute four percent (4%) of the Licensee's Gross Annual Revenues for the period beginning on the Effective Date of this Renewal License through September 30, 2008. Thereafter, payments shall be made in accordance with Section 6.3(b) above. The final payment to the Issuing Authority under Section 6.3(a) shall be made no later than November 15, 2018, and shall constitute four percent (4%) of the Licensee's Gross Annual Revenues for the period of July 1, 2018 through July 13, 2018.

(d) The Licensee shall file with the quarterly payment under Section 6.3(a) above a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding reporting period, as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 3**. Should the Licensee's quarterly payment

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to the Issuing Authority be less than the amounts required in Section 6.3(a) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than its subsequent quarterly payment. Said statement shall include all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(e) In no case shall said four percent (4%) payment pursuant to paragraph (a) above include (i) the equipment/facilities funding required by Section 6.4 below, and/or (ii) any other fees or payments required by applicable law, pursuant to Section 7.1(c) infra. The four percent (4%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(f) There shall be no charges to the Town, the Access Corporation and/or PEG Access Users for said PEG Access annual funding.

(g) Any late fee payments to the Town or the Access Corporation pursuant Section 7.4 infra shall not be deemed to be part of the funding to be paid to the Town or the Access Corporation pursuant to Section 6.3(a) herein and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 6.4 --- PEG ACCESS EQUIPMENT/FACILITIES FUNDING**

(a) The Licensee shall provide annual funding to the Issuing Authority and/or the Access Corporation in the amount of one percent (1%) of its Gross Annual Revenues until such time that such payments total One Hundred and Sixty-One Thousand Dollars (\$161,000.00). After said total payments of \$161,000.00 have been provided to the Issuing Authority and/or the Access Corporation, said one percent (1%) funding payments herein shall no longer be required. Said funding shall be used for PEG Access equipment and facilities purposes.

(b) Said one percent (1%) PEG Access equipment payments shall be made to the Issuing Authority and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing, on the following calendar year quarterly basis:

+ Quarter 1	January, February and March	due May 15 <sup>th</sup>
+ Quarter 2	April, May and June	due August 15 <sup>th</sup>
+ Quarter 3	July, August and September	due November 15 <sup>th</sup>
+ Quarter 4	October, November and December	due February 15 <sup>th</sup> .

(c) The first payment to the Issuing Authority under Section 6.3(a) shall be made no later than November 15, 2008, and shall constitute one percent (1%) of the Licensee's Gross Annual Revenues for the period beginning on the Effective Date of this Renewal License through September 30, 2008. Thereafter, payments shall be made in accordance with Section 6.3(b) above until such time as the Licensee has provided payments totaling \$161,000.00, as referenced in paragraph (a) above.



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(d) Under no circumstances shall said equipment/facilities payments required herein be counted against (i) the annual funding payable to the Issuing Authority or its designee(s) pursuant to Section 6.3 supra, and/or (ii) the License Fees payable to the Town pursuant to Section 7.1 infra.

(e) To the extent permitted by, and in accordance with, applicable law, the Licensee shall be allowed to recover the costs of the PEG Access Equipment funding required hereunder and any other costs arising from the provision of PEG Access services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

**Section 6.5 --- PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the three (3) PEG Access Channels for technical quality to ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels, in accordance with applicable FCC Technical Standards; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Access Corporation shall be responsible for the production quality of all PEG Access Programming.

**Section 6.6 --- CENSORSHIP**

Neither the Issuing Authority, the Town or the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

**Section 6.7 --- ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, than transmitted from any location, identified in paragraph (b) below, to the Headend or Hub, on one of the Upstream Channels made available, without charge, to the Town for its use. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels.

(b) No later than May 1, 2009, the Licensee shall provide Origination Capability from and at the following Origination Points in the Town

- (1) Town Hall: 155 Village Street;
- (2) High School/Access Corporation: 88 Summer Street;
- (3) Middle School: 45 Holliston Street;
- (4) Senior Center: 76 Oakland Street;
- (5) Medway Community Church: 193 Main Street; and
- (6) Public Library: 26 High Street.

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(c) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched, either manually or electronically, to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming pursuant to this Section 6.7.

(d) The Licensee shall provide and maintain all necessary switching and/or processing equipment located at its Hub Site or Headend in order to switch Upstream Signals carrying PEG Access Programming from the locations listed in Section 6.7(b) herein to the designated Subscriber Network Downstream PEG Access Channel.

(e) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite audio or video Signal processing equipment. The Town and/or the Access Corporation shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's equipment and the Town's or the Access Corporation's equipment shall be at the output of the Town's and/or the Access Corporation's modulator(s) at any of the **Exhibit 1 I-Net Buildings** through May 1, 2009 and at any of the Origination Points in Section 6.7(b) herein for the remainder of the Renewal License term.

**Section 6.8---ACCESS CORPORATION ANNUAL REPORT AND FINANCIAL STATEMENTS**

Not more than once annually, upon the written request of the Licensee to the Issuing Authority, the Issuing Authority shall provide a copy to the Licensee of the Access Corporation's (i) Annual Report (Form PC) filed with the Attorney General's Office and (ii) year-end audited Financial Statements.

**ARTICLE 7**

**LICENSE FEES**

**Section 7.1 --- LICENSE FEE PAYMENT**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount required by applicable law.

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include PEG Access annual funding pursuant to Section 6.3 herein and applicable State and local License Fees pursuant to M.G.L. 166A, Section 9, but shall not include the following: (i) the PEG Access equipment and facilities funding pursuant to Section 6.4; (ii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iii) any interest due herein to the Issuing Authority and/or the Access Corporation because of late payments.

**Section 7.2 --- PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

**Section 7.3 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

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

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

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(c) The term "franchise fee" shall have the meaning defined in Section 622 of the Cable Act.

**Section 7.4 --- LATE PAYMENT**

In the event that the payments required under Section 7.1, Section 6.3 and/or 6.4 are not tendered on or before the dates fixed in each of said sections, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 7.5---RECOMPUTATION**

(a) Tender or acceptance of any payment required in Article 6 and/or by Section 7.1 shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after each License Fee payment is tendered.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty-one (21) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required License Fee payment to the Town, without interest charges of any kind.

**Section 7.6---AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Medway.

**Section 7.7---METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

**ARTICLE 8**

**RATES AND CHARGES**

**Section 8.1---RATE REGULATION**

The Town reserves the right to regulate the Licensee's Basic Service and charges to the extent allowable under State and federal laws.

**Section 8.2---NOTIFICATION OF RATES AND CHARGES**

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq.

**Section 8.3---PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

**Section 8.4---CREDIT FOR SERVICE INTERRUPTION**

In accordance with applicable law(s), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate, in accordance with applicable law(s).

**ARTICLE 9**

**INSURANCE AND BONDS**

**Section 9.1--INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, upon written request, but not more than annually, copies of the certificates of insurance for the following policies:

(1) A general commercial liability policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one Person in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence.

(3) A general liability policy with excess liability of Five Million Dollars (\$5,000,000.00), in umbrella form.

(4) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one Person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(5) Worker's Compensation in the minimum amount of the statutory limit.

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

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

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

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

(d) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

**Section 9.2---PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, in accordance with Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$50,000.00 required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

**Section 9.3---REPORTING**

Upon the written request of the Issuing Authority and no more than once annually, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies and the performance bond required herein.

**Section 9.4---INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under

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the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder provided that the Issuing Authority shall give to the Licensee ten (10) days written notice of its obligation to indemnify and defend the Issuing Authority for which indemnification is sought.

**Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.



**ARTICLE 10**

**ADMINISTRATION AND REGULATION**

**Section 10.1---REGULATORY AUTHORITY**

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

(b) The Licensee shall meet with the Advisory Committee in public meetings, as scheduled by the Advisory Committee after reasonable notice, and consideration of the Licensee's availability, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

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

(a) The Issuing Authority may hold a performance evaluation hearing not more than once during each twelve (12) month period during this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance to the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with twenty-one (21) days advance, written notice regarding compliance matters.

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

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

**Section 10.3---NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual

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orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

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

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

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

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Town the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

**Section 10.6---INSPECTION**

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be responsible for having a representative present during such inspections. Any inspection requested by the Town shall be without charge(s) to the Licensee.

**Section 10.7---JURISDICTION AND VENUE**

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

**ARTICLE 11**

**DETERMINATION OF BREACH-LICENSE REVOCATION**

**Section 11.1---DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure (Section 15.8), the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not Licensee is in default of any provision of the Renewal License and issue to the Licensee a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

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- (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) commence an action at law for monetary damages;
- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (iv) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

**Section 11.2---REVOCATION OF THE RENEWAL LICENSE**

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

**Section 11.3---TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

**Section 11.4---NON-EXCLUSIVITY OF REMEDY**

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

**Section 11.5---NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Issuing Authority, the Town or the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority, the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, the Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority, the Town or the Licensee to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority, the Town or the Licensee to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the other party.

**ARTICLE 12**

**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 12.1---CUSTOMER SERVICE OFFICE**

(a) For the entire term of this Renewal License, the Licensee shall operate a customer service office in the Town or in a municipality contiguous to the Town, for the purpose of, among other things, (i) receiving customer payments; (ii) returning or exchanging equipment; and (iii) answering inquiries and resolving Complaints. Said office shall be open on a full-time basis during Normal Business Hours, as defined herein.

(b) In the event that the Licensee no longer operates a customer service office in the Town or in a municipality contiguous to the Town, the Licensee shall forthwith establish and commence operating a full-time customer service office in the Town., but in no case later than six (6) months after ceasing to operate such an office in a municipality contiguous to the Town.

(c) There shall be no charges to the Issuing Authority and/or the Town in connection with the operation of said customer service office in the Town.

**Section 12.2 --- TELEPHONE ACCESS**

(a) The Licensee's call center shall have a publicly listed toll-free telephone number for its Medway Subscribers, unless required otherwise to be a local telephone number or connection by applicable law.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(c) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer call centers are open for business, measured on a quarterly basis, under Normal Operating Conditions.

(d) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

**Section 12.3---CUSTOMER SERVICE CALL CENTER**

(a) The Licensee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

**Section 12.4--INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s) to Medway residents who request Service within seven (7) working days of said request, provided that said request is for a standard aerial installation pursuant to Section 4.1(b) supra.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee.

(c) A request for Service received after Normal Business Hours, shall be responded to the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours to address (i) any emergency situations, (ii) a number of similar Complaint calls; and/or (iii) a number of calls coming from the same area.

(e) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within a one hour timeframe, concerning such an outage, or when the Licensee has reason to know of such an outage.

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(f) The Licensee shall respond to all requests for service or repair that are received during Normal Business Hours on a first-come, first serve basis. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be responded to within twenty-four (24) hours of said original call Monday-Friday. Verification of the problem and resolution shall occur promptly.

(g) The Licensee shall remove all Subscriber Drop Cables, within ten (10) days of receiving a request from a Subscriber to do so.

**Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time.

**Section 12.6---BUSINESS PRACTICE STANDARDS**

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

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

**Section 12.7---COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a



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Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps, if any, taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

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

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

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

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

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

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

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(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

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

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

**Section 12.12---MONITORING**

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

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy all personally identifiable if such information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

**Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) In accordance with applicable law, the Licensee and its agents and/or employees shall not disclose personal identifiable information concerning a Subscriber without prior written or electronic consent of the Subscriber concerned.

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- (b) The Licensee may disclose such information if the disclosure is:
- (i) necessary to render, or conduct a legitimate business activity related to, a Cable Service provided by the Licensee to the Subscriber; and/or
  - (ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed.
  - (iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other Service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other Service provided by the Licensee, and/or (ii) the nature of the transaction made by the Subscriber over the Cable System.

**Section 12.14---POLLING BY CABLE**

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

**Section 12.15---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

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

**Section 12.16---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

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

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

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Section 12.17---**PRIVACY STANDARDS REVIEW**

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

**ARTICLE 13**

**REPORTS, AUDITS AND PERFORMANCE TESTS**

**Section 13.1---GENERAL**

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

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

**Section 13.2---FINANCIAL REPORTS**

(a) In accordance with applicable law, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with a financial balance sheet and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Licensee's authorized financial representative.

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

**Section 13.3---CABLE SYSTEM INFORMATION**

Upon written request or as required by applicable law, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include the number of Basic Service Subscribers, pursuant to applicable law.

**Section 13.4---IN-HOUSE TELEPHONE REPORTS**

Not more than twice per year, unless otherwise agreed to be the parties hereto, in order to establish the Licensee's compliance with Section 12.2 and Section 12.5 herein, the Licensee shall provide, upon the written request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

**Section 13.5---ANNUAL PERFORMANCE TESTS**

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

**Section 13.6---QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after written notice for the same.

**Section 13.7---DUAL FILINGS**

If requested in writing, the Licensee or the Issuing Authority shall make available to one another copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 above.

**Section 13.8---INVESTIGATION**

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

**ARTICLE 14**

**EMPLOYMENT**

**Section 14.1--- EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

**Section 14.2---NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

**ARTICLE 15**

**MISCELLANEOUS PROVISIONS**

**Section 15.1---ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

**Section 15.2---CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

**Section 15.3---SEPARABILITY**

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

**Section 15.4---ACTS OR OMISSIONS OF AFFILIATES**

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

**Section 15.5---RENEWAL LICENSE EXHIBITS**

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.



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**Section 15.6---WARRANTIES**

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

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License; and

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

**Section 15.7---FORCE MAJEURE**

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; environmental restrictions; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Issuing Authority, the Town or the Licensee; and any other matters beyond the reasonable control of the Issuing Authority, the Town or the Licensee.

**Section 15.8---REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device (A/B and/or antenna switch) to allow said Subscriber to choose between cable and non-cable television reception.

-Medway Cable Television Renewal License-

**Section 15.9---SUBSCRIBER TELEVISION SETS**

Pursuant to MGL 166A §5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

**Section 15.10---APPLICABILITY OF RENEWAL LICENSE**

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

**Section 15.11---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town Hall, 155 Village Street, Medway, Massachusetts 02053, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses or such other address(es) as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

Comcast Cable Communications, Inc.  
Attn: Vice President of Government & Community Relations  
55 Concord Street  
North Reading, Massachusetts 01864

with one (1) copy to:

Comcast Cable Communications, Inc.  
Attn: Vice-President of Government Relations  
676 Island Pond Road  
Manchester, New Hampshire 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1500 Market Street  
Philadelphia, PA 19102

-Medway Cable Television Renewal License-

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

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

**Section 15.12--NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than 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 Renewal License.

**Section 15.13--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 Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention in an appropriate forum, pursuant to applicable law.

**Section 15.14--TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

-Medway Cable Television Renewal License-

**EXHIBITS**

**EXHIBIT 1**

**INSTITUTIONAL NETWORK BUILDINGS**

- (1) Town Hall: 155 Village Street
- (2) Department of Public Works: 1 Broad Street Ext.
- (3) Police Station: 315 Village Street
- (4) Fire Station: 44 Milford Street, Route 109
- (5) Burke/Memorial Schools: Legion Avenue/20 Cassidy Lane
- (6) High School/Access Corporation Studio: 88 Summer Street
- (7) Public Library: 26 High Street
- (8) North School (McGovern School): 9 Lovering Street
- (9) Medway Community Church: 193 Main Street
- (10) New Senior Center: 76 Oakland Street
- (11) Housing Authority: Mahan Circle
- (12) Medway Middle School- 45 Holliston Street

**EXHIBIT 2**

**DROPS AND MONTHLY SERVICE  
TO PUBLIC BUILDINGS AND SCHOOLS**

The following public buildings and schools shall receive a Drops and/or Outlet and monthly Basic Service at no charge:

- (1) Town Hall: 155 Village Street
- (2) Department of Public Works: 1 Broad Street Extension
- (3) Police Station: 315 Village Street
- (4) Fire Station: 44 Milford Street, Route 109
- (5) Burke/Memorial Schools: Legion Avenue/20 Cassidy Lane
- (6) High School/Access Corporation Studio: 88 Summer Street
- (7) Public Library: 26 High Street
- (8) North School: (McGovern School): 9 Lovering Street
- (9) Medway Community Church: 193 Main Street
- (10) New Senior Center: 76 Oakland Street
- (11) Housing Authority: Mahan Circle
- (12) Middle School-45 Holliston Street

**EXHIBIT 3**

**SECTION 6.3 GROSS ANNUAL REVENUES REPORTING FORM**

Company: *Comcast of Massachusetts/New Hampshire/Ohio, Inc.*

Municipality: *Medway*

Quarterly Revenue Period: \_\_\_\_\_ Calendar Year: \_\_\_\_\_

**Composition of Total Revenues Subject to License Fee:**

Revenue Adjustment (specify)	<u>Totals</u>
<b>Totals by Service:</b>	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue <sup>1</sup>	\$ [enter amount]
Other Unregulated Revenue <sup>2</sup>	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
<b>Subtotal:</b>	<b>\$ [enter subtotal]</b>
<b>Totals by Non Service:</b>	
Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
<b>Subtotal:</b>	<b>\$ [enter subtotal]</b>
Total Gross Revenue	\$ [enter total]
Franchise Fee 4%	\$ [enter % of total]
Fee-on-Fee 4%	<u>\$ [enter % of %]</u>
Franchise Fee Due	<u>\$ [enter total due]</u>

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

\_\_\_\_\_  
Date: \_\_\_\_\_

-Medway Cable Television Renewal License-

**EXHIBIT 3**

**SECTION 6.4**

**GROSS ANNUAL REVENUES CAPITAL PAYMENT REPORTING FORM**

Company: *Comcast of Massachusetts/New Hampshire/Ohio, Inc.*

Municipality: *Medway*

Quarterly Revenue Period: \_\_\_\_\_ Calendar Year: \_\_\_\_\_

**Composition of Total Revenues Subject to License Fee:**

Revenue Adjustment (specify)	<u>Totals</u>
<b>Totals by Service:</b>	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue <sup>1</sup>	\$ [enter amount]
Other Unregulated Revenue <sup>2</sup>	\$ [enter amount]
Digital Revenue	\$ [enter amount]
<b>Subtotal:</b>	\$ [enter subtotal]
<b>Totals by Non Service:</b>	
Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
<b>Subtotal:</b>	\$ [enter subtotal]
Total Gross Revenue	\$ [enter total]
Capital Payment 1%	\$ [enter % of total]
Fee-on-Fee 1%	\$ [enter % of %]
Franchise Fee Due	\$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

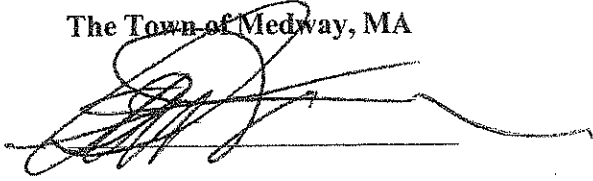
\_\_\_\_\_  
Date: \_\_\_\_\_



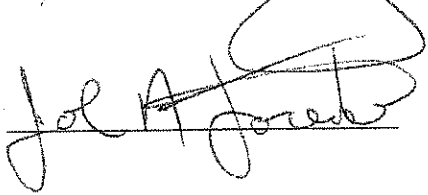
**SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Medway, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/New Hampshire, LLC, this 14<sup>th</sup> day of July, 2008.

**The Town of Medway, MA**



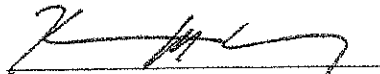
Chairman



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BY: The Medway Board of Selectmen,  
as Issuing Authority

**Comcast of Massachusetts/New Hampshire, LLC**



Kevin Casey  
President  
NorthCentral Division



**CABLE TELEVISION  
FINAL LICENSE**

**GRANTED TO  
VERIZON NEW ENGLAND INC.**

**BOARD OF SELECTMEN**

**TOWN OF MEDWAY,  
MASSACHUSETTS**

**SEPTEMBER 17, 2007**

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**EXHIBITS**

EXHIBIT A -- SERVICE AREA

EXHIBIT B -- PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT C -- GROSS REVENUE REPORTING FORM

EXHIBIT D -- PERFORMANCE BOND

THIS CABLE TELEVISION FINAL LICENSE (this "Final License") is entered into by and between the Selectmen of the Town of Medway (the "Town"), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 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 wishes to grant the Licensee a nonexclusive Final License to construct, install, maintain, extend and operate a Cable System in the Town as designated in this Final License;

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Licensee is in the process of upgrading its existing Telecommunications Facilities through the installation of a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Town for the transmission of Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the Town, and the Licensee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Town;

WHEREAS, the Issuing Authority initiated the cable television licensing process in the Town on March 1, 2007;

WHEREAS, pursuant to 207 CMR 3.03(2), the Licensee submitted an application to the Town dated March 14, 2007, on Cable Division Form 100, for a license to operate and maintain a Cable System in the Town;

WHEREAS, pursuant to 207 CMR 3.03(3), the Issuing Authority released an Issuing Authority Report dated June 4, 2007 and the Licensee submitted an amended application in response thereto dated June 29, 2007;

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority held a public hearing on September 17, 2007, to assess the qualifications of the Licensee, and has found the Licensee to be qualified to operate the Cable System;

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town to grant a nonexclusive Final License to the Licensee;

WHEREAS, the Issuing Authority and the Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions; and

WHEREAS, the Issuing Authority exercised diligent efforts to ensure that the terms and conditions in this Final License are, in light of all relevant circumstances, not more favorable or less burdensome than those terms and conditions contained in the Cable Television Renewal License, dated February 22, 1998, granted to Cablevision Industries Corporation.

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a Final License to the Licensee, the Licensee's commitment to provide 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 Final License. For the purpose of this Final License, the following words, terms, phrases and their derivations shall have the meanings given herein. 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 the Licensee shall make available to the Town of Medway and/or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority and in accordance with the terms of this Final License.

1.2. *Access Corporation*: The entity, designated by the Issuing Authority of the Town of Medway, that is responsible for operating and managing the use of PEG Access Channels, facilities, funding and programming in the Town.

1.3. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.4. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

1.5. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and

Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

1.10. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.11. *Communications Act*: The Communications Act of 1934, as amended.

1.12. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.13. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.14. *Educational Access Channel*: An Access Channel available for the use of local educational institutions in the Town, as well as the Access Corporation.

1.15. *Effective Date*: The Effective Date of this Final License, being September 17, 2007.

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

1.17. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots;

epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.18. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Final License.

1.19. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its designee to present non-commercial governmental programming.

1.20. *Gross Revenues*: All revenues derived by the 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 collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on the Licensee by this Final License and applicable law that are passed through and paid by Subscribers ("fee-on-fee") in accordance with applicable law. Gross Revenues based on bundled services shall be calculated in accordance with Section 5.2.3 below. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include:

1.20.1. Revenues received by any of Licensee's Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

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

1.20.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee's provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenue;

1.20.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from



Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.20.5. Any revenues 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 payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

1.20.7. Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.20.8. Revenues 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; and

1.20.9. Any fees or charges collected from Subscribers for the PEG Access Capital Funding (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.21. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.22. *Internet Access Service:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.23. *Issuing Authority:* The Selectmen of the Town of Medway, Massachusetts.

1.24. *Leased Access Channel:* A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.25. *License 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 and Section 9 of M.G.L. Chapter 166A.

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

1.27. *M.G.L. Chapter 166A*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.28. *Non-Cable Services*: Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services (which includes, but is not limited to, Internet Access Service) and Telecommunications Services; provided that if Internet Access Service is hereafter determined by the FCC or a court of competent jurisdiction to be a Cable Service, then Internet Access Service shall not be considered a Non-Cable Service.

1.29. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.30. *Normal Operating Conditions*: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

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

1.32. *PEG Access Capital Funding*: Funding to be provided by the Licensee to the Town for cable-related purposes, as set forth in Section 5.2.1 of this Final License.

1.33. *PEG Access Channel*: An Access Channel made available to the Town and/or the Access Corporation for PEG Access Programming pursuant to the terms of this Final License.

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

1.35. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.36. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.37. *Public Access Channel*: An Access Channel made available by the Licensee for the use by the residents in the Town and/or the Access Corporation.

1.38. *Public Rights-of-Way*: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and

public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

1.39. *Respond*: The Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

1.40. *Service Area*: All portions of the Town where Cable Service is being offered, as outlined in **Exhibit A**, being the entire Town of Medway.

1.41. *Service Call*: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

1.42. *Service Date*: The date that the Licensee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Town. The Licensee shall memorialize the Service Date by notifying the Issuing Authority in writing of the same, which notification shall become a part of this Final License.

1.43. *Service Interruption*: The loss of picture or sound on one or more Channels.

1.44. *Significant Outage*: Any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

1.45. *Standard Installation*: Residential installations where the Subscriber is within two hundred fifty (250) feet of the Licensee's Cable System, as described in Section 3.2 below.

1.46. *State*: The Commonwealth of Massachusetts.

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

1.48. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.49. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.50. *Title II*: Title II of the Communications Act.

1.51. *Title VI*: Title VI of the Communications Act.

1.52. *Town*: The Town of Medway, Massachusetts.

1.53. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## 2. GRANT OF FINAL LICENSE AUTHORITY

2.1. *Grant of Authority:* Subject to the terms and conditions of this Final License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This Final License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments 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 local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this Final License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this Final 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.

2.3. *Term:* The term of this Final License shall be for a period of ten (10) years, commencing on September 17, 2007 (the "Effective Date"), and shall expire at midnight on September 16, 2017, unless sooner revoked or terminated as provided herein.

2.4. *Grant Not Exclusive:* This Final 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 itself, at any time during the term of this Final License. The issuance of additional cable license(s)

shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.5. *Final License Subject to Applicable Federal and State Law:* Subject to Section 2.6 below, this Final License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.6. *Change of Laws:* If, subsequent to the Effective Date, there is a change in federal or State law that eliminates the authority of local governments to require and/or grant cable television licenses and/or franchises for the provision of Cable Service, then to the extent permitted by law this Final License shall survive such legislation and remain in effect for the term of this Final License.

2.7. *No Waiver:*

2.7.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this Final License, M.G.L. Chapter 166A or any other applicable law 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 the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

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

2.8. *Construction of Final License:*

2.8.1. The provisions of this Final License shall be liberally construed to effectuate their objectives.

2.8.2. 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. *Police Powers:* Nothing in this Final License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this Final License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this Final License.

2.10. *Transfer of the Final License:*

2.10.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.10.2 below, the Licensee shall not transfer this Final License

without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.10.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this Final License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this Final License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this Final License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.10.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this Final License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this Final License, and any other criteria allowable under applicable law and/or regulation.

2.10.4. The consent or approval of the Issuing Authority to a transfer of this Final License shall not constitute a waiver or release of the rights of the Town under this Final License.

2.10.5. In the event that this Final License is transferred, the transferee shall be subject to all of the terms and conditions contained in this Final License.

### **3. PROVISION OF CABLE SERVICE**

#### **3.1. *Service Area:***

3.1.1. *Service Area:* The Licensee shall offer Cable Service to substantially all residential households in the Town served by aerial plant, and may make Cable Service available to businesses in the Service Area, within twelve (12) months of the Effective Date, and shall offer Cable Service to all residential households and areas of the Service Area within four (4) years of the Effective Date, except: (A) for periods of Force Majeure; (B) for

periods of delay resulting from the Licensee's inability to obtain authority from the Town to access Public Rights-of-Way in the Service Area; (C) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (D) in developments or buildings that the Licensee cannot access under reasonable terms and conditions after good faith negotiations, as determined in good faith by the Licensee and; (E) in developments or buildings that 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.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within two hundred fifty (250) feet of the Licensee's FTTP Network. The Licensee shall be allowed to recover from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed two hundred fifty (250) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* 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 B**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3.

#### 4. SYSTEM FACILITIES

4.1. *System Characteristics:* The Licensee's Cable System shall meet or exceed the following requirements:

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

4.1.2. The Cable System shall be designed 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 and the National Electrical Safety Code.

4.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC 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 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 make available to the Issuing Authority and/or the Access Corporation, as designated by the Issuing Authority, capacity on its Basic Service Tier for three (3) PEG Access Channels, consistent with Section 5.1.3 below.

5.1.2. 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 Access Corporation pursuant to Section 5.1.1 above. The Licensee reserves the right to locate the Medway PEG Access Channels in its Channel lineup in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the Access Corporation, 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 Access Corporation determines to use such PEG Access Channel 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.

5.1.3. *PEG Interconnection:* The Licensee, at the Licensee's expense, shall interconnect its Cable System with the existing cable operator's cable system in order to cablecast, on a live basis, all PEG Access Programming consistent with this Final License. The Licensee shall take commercially reasonable steps to accomplish such interconnection within one-hundred twenty (120) days of the Effective Date. If the Licensee has not accomplished such interconnection within one-hundred twenty (120) days of the Effective Date, the Licensee shall provide a written description of the status of its interconnection efforts to the Issuing Authority within ten (10) business days after the conclusion of said one hundred twenty (120) day time period. The Issuing Authority shall work with the Licensee in good faith to resolve any interconnection issues.

### 5.2. *PEG Access Capital Funding and PEG Access Support:*

5.2.1. *PEG Access Capital Funding:* The Licensee shall provide equipment and/or facilities funding to the Issuing Authority and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing in this Final License for the support of the production of local PEG Access Programming, and/or other cable-related purposes, and the technology needs of the Issuing Authority (the "PEG Access Capital Funding"). The PEG



Access Capital Funding provided by the Licensee hereunder shall be One Hundred and Sixty One Thousand Dollars (\$161,000), payable as follows: \$50,000.0000 within 90 days of the Effective Date; \$28,125.00 on the 2<sup>nd</sup> anniversary of the Effective Date; \$28,125.00 on the 3<sup>rd</sup> anniversary of the Effective Date ; \$27,375.00 on the 4<sup>th</sup> anniversary of the Effective Date; and \$27,375.00 on the 5<sup>th</sup> anniversary of the Effective Date.

The Town and/or the Access Corporation shall own all equipment purchased with funding pursuant to this Section 5.2.1, and the Licensee shall have no obligation to maintain, repair, replace or insure any such equipment.

5.2.2. *PEG Access Support:* The Licensee shall provide funding to the Town and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing, to be used to support ongoing operations of PEG Access Programming (the "PEG Access Support"). Such funding shall be used by the Issuing Authority and/or the Access Corporation for personnel, operating and other related expenses incurred in connection with PEG Access Programming operations. Subject to Section 6.2 below, the PEG Access Support provided by the Licensee hereunder shall be four percent (4%) of the Licensee's annual Gross Revenues and shall be paid in accordance with Section 5.2.3 below; provided, however, that if the renewal license of the incumbent cable operator (or its successor or assignee) in the Town provides for the incumbent cable operator to pay a different percentage at any time during the term of this Final License, then the Licensee's PEG Access Support percentage herein shall be changed to match such percentage (but in no event more than five percent (5%) for the remainder of the term of this Final License; provided, further, that the incumbent cable operator's PEG Access Capital Funding, Institutional Network-related funding and/or any other cable-related consideration is substantially equivalent to, or greater than, the Licensee's PEG Access Capital Funding set forth in Section 5.2.1 above. Each such payment shall be accompanied by a Gross Revenue reporting form substantially in the form of Exhibit C.

5.2.3. *Payments:* The PEG Access Support payments, pursuant to Section 5.2.2 above, shall be made no later than forty-five (45) days following the end of each calendar quarter. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, or 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 this Section 5.2.3, the period for determining Gross Revenues shall be the preceding calendar quarter. If the Licensee bundles Cable Service with Non-Cable Service, the Licensee agrees that it shall allocate the discount associated with such bundle consistent with the portion allocated in the Licensee's books and records kept in the regular course of the Licensee's business and consistent with generally accepted accounting principles. However, the parties agree that tariffed Telecommunications Services that cannot be discounted under State or federal law or regulation are excluded from the bundled discount allocation obligations in this Section.

5.2.4. *Recovery of Costs:* To the extent permitted by applicable federal law, the Licensee shall be allowed to recover the costs of the PEG Access Capital Funding, the PEG Access Support and any other costs, including interconnection costs (in accordance with

applicable laws and/or regulations), arising from the provision of PEG Access services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

5.3. *PEG Access Channel Maintenance/Technical Standards/Performance Tests:* The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/or the Access Corporation. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.4. *Censorship:* The Licensee, the Issuing Authority and the Access Corporation shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

5.5. *PEG Access Operational Rules.* The Issuing Authority and/or the Access Corporation shall establish rules and regulations that require all local producers and users of any of the PEG Access 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 Access Corporation shall establish rules and regulations for use of PEG Access facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this Final License.

## 6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this Final License, a license fee equal to fifty cents (\$.50) per Subscriber per year.

6.2. *Maximum License Fee Obligation:* The Licensee shall not be liable for an annual License Fee commitment pursuant to this Final License and applicable law in excess of five percent (5%) of its annual Gross Revenues; provided that such five percent (5%) shall include (i) the License Fee payable to the Town (Section 6.1), (ii) the License Fee payable to the Commonwealth of Massachusetts pursuant to Section 9 of M.G.L. Chapter 166A, and (iii) the PEG Access Support (Section 5.2.2); provided, however, that such five percent (5%) cap shall not include (A) the PEG Access Capital Funding (Section 5.2.1), (B) PEG Access interconnection costs (Section 5.1.3), (C) any interest due herein to the Town and/or the Access Corporation because of late payments, and (D) any other exclusions to the term "franchise fee" pursuant to Section 622(g)(2) of the Communications Act.

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

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this Final License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Recomputation:* Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein 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 sums pursuant to this Section 6.5. All amounts shall be subject to audit and recomputation by the Issuing Authority pursuant to this Section 6.5.

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this Final License shall be made payable to the Town and deposited with the Town Treasurer.

6.7. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, 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 the 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 herein.

6.8. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

## 7. CUSTOMER SERVICE

The customer service standards in this Article 7 shall apply to the Licensee regarding its provision of Cable Services over the Cable System in the Town, and shall be binding unless amended by written consent of the parties.

7.1. *Customer Service Office:* The Licensee shall establish and operate a customer service office located within the Town of Medway beginning no later than eighteen (18) months after the Effective Date, and open throughout the remainder of the term of the Final License. Said customer service office shall be open for walk-in business during Normal Business Hours. At said office, Subscribers shall be able to file Complaints, return and/or exchange equipment, receive an explanation of the Cable System operation and pay bills.

### 7.2. *Telephone Availability:*

7.2.1. The Licensee shall maintain a local and a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. The Licensee's representatives shall be trained and qualified to answer questions related to Cable Service in the Town and shall be available to receive reports of Service Interruptions and Significant Outages twenty-four (24) hours a day, seven (7) days a week, and all other inquiries at least forty-five (45) hours per week. The Licensee representatives shall identify themselves by name when answering this number.

7.2.2. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Town, beginning with the next publication cycle after the Effective Date.

7.2.3. The Licensee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute telephone calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

7.2.4. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard 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.

7.2.5. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal less than three percent (3%) of the time during any calendar quarter.

7.2.6. Upon request from the Issuing Authority, but in no event more than once a quarter, thirty (30) days following the end of each quarter, the Licensee shall report to the Issuing Authority in writing the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

- (1) Percentage of calls answered within thirty (30) seconds as set forth in Section 7.2.4.
- (2) Percentage of time customers received busy signal when calling the customer service center as set forth in Section 7.2.5.

Subject to applicable consumer privacy requirements, underlying information used to generate said reports will be made available to the Town for review upon reasonable request.

7.2.7. At the Licensee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change at least thirty (30) days in advance of any implementation.

### 7.3. *Installations and Service Appointments:*

7.3.1. All installations shall be in accordance with applicable FCC rules relating to grounding, connection of equipment, and the provision of required consumer information and literature to adequately inform the Subscriber about using the Licensee-supplied equipment and Cable Service.

7.3.2. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises. The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

7.3.3. The Licensee shall provide the Issuing Authority with a report, upon request from the Issuing Authority but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. At the Licensee's option, the measurements and reporting of the above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change not less than thirty (30) days in advance.

7.3.4. The Licensee shall offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, generally beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee's discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

#### 7.4. *Service Interruptions and Outages:*

7.4.1. The Licensee shall promptly notify the Issuing Authority in writing of any Significant Outage of the Cable Service.

7.4.2. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

7.4.3. Under Normal Operating Conditions, the Licensee shall Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee shall begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

7.4.4. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time the Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

7.4.5. The Licensee shall meet the standard in Section 7.3.4 for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

7.4.6. The Licensee shall provide the Issuing Authority with a report in writing, upon request from the Issuing Authority, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section 7.3. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. At the Licensee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change at least thirty (30) days in advance.

7.4.7. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

7.4.8. With respect to service issues concerning Cable Services provided to Town facilities, the Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Licensee shall notify the Issuing Authority in writing as to the reason(s) for the delay and provide an estimated time of repair.

#### 7.5. *Subscriber Complaints:*

Under Normal Operating Conditions, the Licensee shall resolve Subscriber Complaints referred by the Issuing Authority within seventy-two (72) hours; provided, however, that the Licensee shall notify the Issuing Authority of those matters that necessitate an excess of

seventy-two (72) hours to resolve, which matters shall be resolved within fifteen (15) days of the initial Complaint. The Issuing Authority may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section 7.4, "resolve" means that the Licensee shall perform those actions, which, in the normal course of business, are reasonable to investigate and effect a reasonable and timely solution to the Subscriber's Complaint and to advise the Subscriber of said solution.

7.6. *Billing:*

7.6.1. Subscriber bills shall be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate all Cable Service activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. In accordance with applicable law(s), the Licensee shall be allowed to itemize as separate line items, without limitation, License Fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of Subscriber bills.

7.6.2. In accordance with 207 CMR 10.05(1), Subscriber payment shall be due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five (5) business days following the mailing date of the bill.

7.6.3. A specific due date shall be listed on the bill of every Subscriber.

7.6.4. Any billing disputes registered by a Subscriber shall be resolved in accordance with 207 CMR 10.07.

7.6.5. The Licensee shall notify the Subscriber of the result of its investigation of any Complaint and shall give an explanation for its decision within thirty (30) business days after the receipt of the Complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of the Licensee's investigation shall promptly inquire about and take advantage of any Complaint resolution mechanism, formal or informal, available under this Final License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or the Licensee may petition the Cable Division to resolve disputed matters within thirty (30) days of any final action.

7.6.6. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers, to the Issuing Authority upon request.

7.6.7. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Licensee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

7.7. *Deposits, Refunds and Credits:*

7.7.1. The Licensee shall comply with 207 CMR 10.08 with respect to security deposits.

7.7.2. Under Normal Operating Conditions, refund checks shall be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

7.7.3. Credits for Cable Service shall be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

7.8. *Rates, Fees and Charges:*

7.8.1. The Licensee shall not, except to the extent permitted by applicable laws, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Licensee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Licensee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

7.8.2. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. The Licensee's imposition of late fees shall comply with 207 CMR 10.05(3).

7.9. *Termination of Service:*

7.9.1. The Licensee shall comply with 207 CMR 10.05 with respect to delinquency and termination of service.

7.9.2. 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, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

7.10. *Communications with Subscribers:*

7.10.1. The Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Licensee wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be



clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

7.10.2. The Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous and professional manner.

7.10.3. The Licensee shall send annual notices to all Subscribers informing them that any Complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

7.10.4. All notices identified in this Section 7.10 shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification, if allowed under applicable laws and regulations.

7.10.5. Pursuant to 207 CMR 10.01(1), the Licensee shall give written notice of its billing practices to potential Subscribers before a subscription agreement is reached. Pursuant to 207 CMR 10.01(3), the Licensee shall provide the Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing a change of one of its billing practices.

7.10.6. Pursuant to 207 CMR 10.02(2), the Licensee shall provide the Cable Division, Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of Programming services in the Town.

7.10.7. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, and at any time upon request from any Subscriber:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services, including prices for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;

(3) Installation and maintenance policies;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the Issuing Authority, but with a notice advising the Subscriber to initially contact the Licensee about all Complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Licensee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Licensee's office to which Complaints may be reported.

7.10.8. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

7.10.9. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

7.10.10. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all Cable Services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

## **8. REPORTS AND RECORDS**

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 a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town at any time during Normal Business Hours and on a reasonable and nondisruptive basis, as is reasonably necessary

to ensure compliance with the terms of this Final License. Such notice shall specifically reference the section or subsection of this Final 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. 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. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law 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;

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 Services and estimated timetable to commence providing 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 DTE 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 a copy of proof 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 Final 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.

8.6. *Quality of Service:* If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

## 9. INSURANCE AND INDEMNIFICATION

### 9.1. *Insurance:*

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this Final License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

9.1.2. The Town shall be designated as additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation.

9.1.3. The Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Final License.

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

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

### 9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this Final License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Issuing Authority 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 such settlement.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the Town, throughout the term of the Final License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Final License. The performance bond shall be effective throughout the term of this Final License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Final License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this Final License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Final License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this Final License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this Final License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Final License. Recourse by the Town of remedies

available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of **Exhibit D** attached hereto.

## 10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this Final License shall be governed by and comply with the applicable provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Town shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

## 11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this Final License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal 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").

11.2. *The Licensee's Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the 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, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee's efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority 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 at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this Final License is a possible consequence. At any designated public hearing where revocation of this Final License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this Final License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also

have the right 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 record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this Final License, the Issuing Authority may:

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

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

11.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.4. In the case of a substantial noncompliance of a material provision of this Final License, seek to revoke this Final License in accordance with Section 11.5; or

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

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this Final License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. 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 Final License in lieu of revocation of this Final License.

## 12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Town or the Licensee that is taken pursuant to the terms of this Final License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this Final 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.

12.3. *Binding Acceptance:* This Final License shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Final License, such 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 thereupon 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 Issuing Authority.

12.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates:* During the term of this Final License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

12.7. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this Final License.

12.8. *Notices:* Unless otherwise expressly stated herein, notices required under this Final License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.8.1. Notices to the Licensee shall be mailed to:

Verizon New England Inc.



185 Franklin Street  
Boston, MA 02110  
Attention: Donna C. Cupelo, President

12.8.2. with a copy to:

Verizon Communications, Inc.  
Verizon Telecom  
One Verizon Way  
Room VC43E010  
Basking Ridge, NJ 07920-1097  
Attention: Jack White, Senior VP and Deputy General Counsel

12.8.3. Notices to the Issuing Authority shall be mailed to:

Town of Medway  
Town Hall  
155 Village Street  
Medway, MA 02053

12.8.4. with a copy to Town Counsel:

Barbara J. Saint Andre  
Petrini & Associates  
161 Worcester Road  
Suite 204  
Framingham, MA 01701

12.9. *Entire Agreement:* This Final License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

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

12.11. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, 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 Final License.

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

12.13. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555(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 Final License

12.14. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this Final License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the 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. The 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, denial of renewal or any other action to forbid or disallow the 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 Final License.

12.15. *Termination Right*: The Licensee shall have the right to terminate this Final License no sooner than ninety (90) days after the end of the third (3<sup>rd</sup>) anniversary of the Effective Date if, as of such date, the Licensee, in its good faith determination, has not achieved a commercially reasonable level of Subscriber penetration for its Cable System. In making such good faith determination, the Licensee may consider Subscriber penetration levels outside the Town. Notice to terminate under this Section 12.15 shall be given to the Issuing Authority, in writing, explaining the basis of such determination, with such termination to subsequently take effect no sooner than one hundred and twenty (120) days after such written notice was provided to the Issuing Authority. The Licensee shall also give its Subscribers at least ninety (90) days notice of its decision to cease providing Cable Service(s) in the Town.

12.16. *Interpretation*: The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this Final License. In the event that a dispute arises over the meaning or application of any term(s) of this Final 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 Final License.

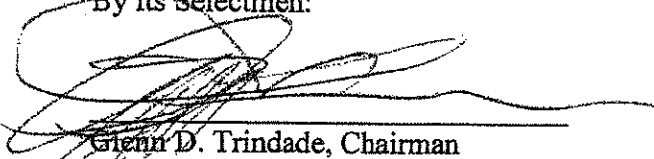
12.17. *No Third Party Beneficiaries*: The provisions of this Final License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.


**SIGNATURE PAGE FOLLOWS**

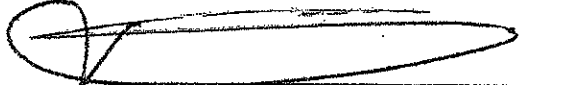
AGREED TO THIS 13<sup>th</sup> DAY OF SEPTEMBER, 2007.


TOWN OF MEDWAY

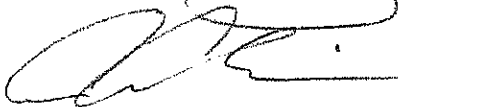
By its Selectmen:

  
Glenn D. Trindade, Chairman

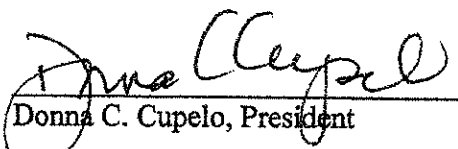
  
John A. Foresto


  
Dennis C. Crowley

  
Richard Dunne

  
Andrew Espinosa

VERIZON NEW ENGLAND INC.

By:   
Donna C. Cupelo, President

  
FORM APPROVED  
Attorney \_\_\_\_\_  
Date 9/12/07

EXHIBITS

EXHIBIT A – SERVICE AREA

EXHIBIT B – PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE  
SERVICE

EXHIBIT C – GROSS REVENUE REPORTING FORM

EXHIBIT D – PERFORMANCE BOND

**EXHIBIT A**  
**SERVICE AREA**  
**See attached map**



## EXHIBIT B

### PUBLIC AND SCHOOL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Fire Station	44 Milford Street, Route 109
Housing Authority	Kinney Drive
Public Library	26 High Street
Medway PEG Access Studio, High School	88 Summer Street
Police Station	315 Village Street
Housing Authority	Lovering Heights
Mahan Circle	Pond Street
Town Hall	155 Village Street
DPW	Broad Street Extension
Church	Highland Street
Burke/Memorial Elementary Schools	16 Cassidy Lane
High School	88 Summer Street
McGovern School	4 Lovering Street
Middle School	45 Holliston Street
Senior Citizen Center	Oakland Street

**EXHIBIT C**

**GROSS REVENUES REPORTING FORM**

Company: **Verizon New England Inc.**

Municipality: **Medway, Massachusetts**

Quarterly Revenue Period: \_\_\_\_\_, **2** \_\_\_\_\_

- |    |  |                      |
|----|--|----------------------|
| 1. | Monthly Recurring Cable Service Charges<br>(e.g., Basic, Enhanced Basic, Premium and Equipment Rental) | \$ _____             |
| 2. | Usage Based Charges<br>(e.g., Pay Per View, Installation)  | \$ _____             |
| 3. | Other Misc.<br>Revenue<br>(e.g., Late Charges, Advertising, Leased Access)                             | \$ _____<br>\$ _____ |
| 4. | License Fees Collected   | \$ _____             |

Less (specify):

- |    |       |          |
|----|-------|----------|
| 1. | _____ | \$ _____ |
| 2. | _____ | \$ _____ |

Total GAR Subject to License Fee Calculation \$ \_\_\_\_\_

Franchise Fee Rate x 4 %

**TOTAL LICENSE FEE DUE** \$ \_\_\_\_\_



**EXHIBIT D  
FORM OF PERFORMANCE BOND**

Franchise Bond  
Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Oblige), in the full and just sum of Fifty Thousand Dollars (\$50,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal and Oblige have entered into a License Agreement dated \_\_\_\_\_ which is hereby referred to and made a part hereof.

**WHEREAS,** said Principal is required to perform certain obligations under said Agreement.

**WHEREAS,** the Oblige has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

**PROVIDED HOWEVER,** that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Oblige shall deliver to Surety a written statement of the details of such default within 30 days after the Oblige shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Oblige not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Oblige.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Oblige recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

**This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.**

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**Principal**

**Surety**

By: \_\_\_\_\_

By: \_\_\_\_\_

, Attorney-in-Fact

Accepted by Obligee: \_\_\_\_\_  
(Signature & date above - Print Name, Title below)

# **AGENDA**

## **ITEM #2**

**Affirmation of Committee Appointments –  
EPFRAC (Evaluation of Parks, Fields &  
Recreation Areas Committee)**

**Associated backup materials attached:**

- List of EPFRAC Members

## EPFRAC

Present	Last	First	Represents
	Diebus	Mark	Youth Sports
	D'Innocenzo	Richard	BOS
	Francis	Michael	Open Space
	Pearl	Robert	HS/MS
	Rackliff	Ross	Parks
	<b>Additional Appointments to Expand Committee:</b>		
	Mahoney	Paul	CPC
	Travalini	David	ConCom
	Blackwell	David	ConCom (alt)
	Burinskiy	Alex	Historical Com
	no alt.	no alt.	Historical Com (alt)
	Schrader	Michael	FinCom
	Hillery	Ellen	FinCom (alt)
	Morgan	Cathy	Friends of Choate
	MacLeod	Kari	Friends of Choate (alt)

# AGENDA

## ITEM #3

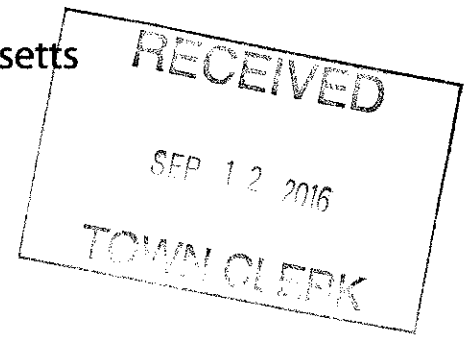
### **Discussion – Alleged Open Meeting Law Violation**

#### **Associated backup materials attached:**

- Open Meeting Law Violation Complaint Form – Submitted by Liam McDermott



The Commonwealth of Massachusetts  
Office of the Attorney General  
One Ashburton Place  
Boston, Massachusetts 02108



## **OPEN MEETING LAW COMPLAINT FORM**

### **Instructions for completing the Open Meeting Law Complaint Form**

The Office of the Attorney General's Division of Open Government is responsible for interpreting and enforcing the Open Meeting Law. Pursuant to G.L. c. 30A, §23, the Open Meeting Law requires that complaints must first be filed with the public body that is alleged to have committed the violation, prior to filing a complaint with the Attorney General.

The complaint must be filed with the public body within 30 days of the alleged violation, or if the alleged Open Meeting Law violation could not reasonably have been known at the time it occurred, then within 30 days of the date it should reasonably have been discovered. The complaint must set forth the circumstances which constitute the alleged violation, giving the public body an opportunity to remedy the alleged violation.

Please complete the entire form, providing as much information as possible, to assist the public body in responding to your complaint. The Division of Open Government will not, and public bodies are not required to, investigate anonymous complaints. You may attach additional materials to your complaint if necessary. The public body may request additional information if necessary.

For complaints alleging a violation of the Open Meeting Law by a local public body, you must file with the public body and file a copy with the clerk of the city or town where the alleged violation occurred. For complaints alleging a violation by a county, regional or state public body, you must file with the chair of the public body.

If you are not satisfied with the action taken by the public body in response to your complaint, you may file a copy of your complaint with the Attorney General's Office 30 days after filing your complaint with the public body. The Attorney General's Office may decline to investigate a complaint that is filed with the Attorney General's Office more than 90 days after the alleged OML violation, unless an extension was granted to the public body or the complainant demonstrates good cause for the delay.

The complaint must include this form and any documents relevant to the alleged violation. A complaint may be filed either by mail or by hand:

Office of the Attorney General  
Division of Open Government  
One Ashburton Place  
Boston, MA 02108



# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

## Your Contact Information:

First Name: WILLIAM Last Name: MCDERMOTT

Address: 39 POPULATIC STREET

City: MEDWAY State: MA Zip Code: 02053

Phone Number: +1 (508) 282-1551 Ext. \_\_\_\_\_

Email: LIAM.MCDERM@GMAIL.COM

Organization or Media Affiliation (if any): \_\_\_\_\_

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual       Organization       Media

## Public Body that is the subject of this complaint:

City/Town       County       Regional/District       State

Name of Public Body (including city/town, county or region, if applicable): MEDWAY'S TOWN ADMISITRATOR, BOARD OF SELECTMAN, TOWN CLERK

Specific person(s), if any, you allege committed the violation: \_\_\_\_\_

Date of alleged violation: <sup>17</sup>Aug 18, 2016

*wm*

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

On June 9, 2016 the town voted in favor of Article 2 that appropriated up to \$450,000.00 for recreational facility improvement. There was specific language in the "Main Motion of the article regarding the establishment of a "Steering Committee by the Board of Selectmen. The language in the main motion stated, "The Finance Committee recommends, and I move, that the Town vote to transfer from community Preservation Funds the sum of \$450,000 for the purposes as set forth in the warrant and to authorize the Board of Selectman and Town Officers to take all related actions necessary or appropriate to carry out this article, provided however, that as part of this authorization the Board of Selectmen shall establish a "steering committee" whose members shall have oversight of the scope and design of the overall project...."  
On August 17, 2016 members of a committee established by the Town Administrator and Assistant Town Administrator not the Board of Selectmen received emails from the Assistant Town Administrator that the Board had voted to appoint them to the EPFRAC Steering Committee and to Attend a scheduled meeting. At no time following Article 2's passage at the 6/9/16 meeting has there been an open meeting posted or held to list applicants nor seek applicants to the "Steering Committee". The Town Clerk swore in "appointees" prior to the meeting with the knowledge that this committee was not formed or decided in an open meeting pursuant to Article 2 as passed by the Town of Medway voters and with the Mass Open Meeting Laws.. The Town Clerk also serves as a member of the Board of Selectmen.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Disband the current "Steering Committee" and cease and desist all functions until an open meeting is posted and held, notifying residents and members of the community that the committee is being established by the Board of Selectman. Residents should be afforded their right to apply for positions on the committee in an open meeting before the Board of Selectmen.

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

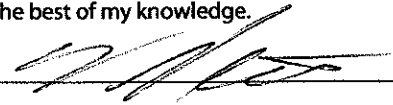
**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 9/12/16

For Use By Public Body      For Use By AGO  
Date Received by Public Body:      Date Received by AGO:



# AGENDA

## ITEM #4

### **Closing of Fall Town Meeting Warrant**

#### **Associated backup materials attached:**

- Draft Fall Town Meeting Warrant
- Correspondence – Eversource

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**TOWN OF MEDWAY  
WARRANT FOR 2016  
FALL TOWN MEETING**

**NORFOLK ss:**

To either of the Constables of the Town of Medway

**GREETING:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the Medway High School Auditorium, 88 Summer Street, on Monday, November 14, 2016 at 7:00 PM, then and there to act on the following articles:

**ARTICLE 1:** (Adjustment: Community Preservation Fund Statutory Set-Aside)  
To see if the Town will vote to authorize the Town Accountant, with the approval of the Community Preservation Committee, to adjust the set-aside balances from prior fiscal years within the Community Preservation Fund account to comply with the statutory requirement to set aside for later spending not less than ten percent of the Community Preservation Fund annual revenues for each fiscal year in open space, for historic resources, and for community housing respectively, as required by Chapter 44B, section 6 of the Massachusetts General Laws, or to act in any manner relating thereto.

<b>CPA Transfer from Retained Earnings to Reserve Accounts</b>	
Community Housing	\$ 7,974
Open Space	\$ 7,974
Historical Preservation	\$ 7,974
Total	\$ 23,922

**COMMUNITY PRESERVATION COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 2:** (Prior Year Bills)  
To see if the Town will vote to transfer from the X Department’s Fiscal Year 2017 X account the sum of \$X for the purpose of paying unpaid bills of prior years of the Town, or act in any manner relating thereto.

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**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 3:** (Fund EMS)

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund the provision of Fiscal Year 2017 Emergency Medical Services, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 4:** (Fund Rt. 109 Project Manager)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$X to pay for costs associated with funding a Town representative project manager for the Route 109 construction project, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 5:** (Supplement FY17 Memorial Committee Budget)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,500 to supplement the Fiscal Year 2017 Memorial Committee operating budget, or to act in any manner relating thereto.

**MEMORIAL COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Relocate Drainage Easement: 15 Tulip Way)

To see if the Town will vote to relocate a drainage easement at 15 Tulip Way by removing twenty (20) feet from the western portion of the easement boundary, as shown on a map filed with the Town Clerk, and, further, to authorize the Board of Selectmen and Town

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officers to take any and all related actions necessary or appropriate to carry out the purposes of this article; or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 7:** (Accept Easement: Walking Trail)

To see if the Town will vote to accept:

**A Non-Exclusive Perpetual Access Easement** on and over an Eversource Right of Way extending from **X to X**, as shown on a map on file with the Town Clerk’s office (Parcel **X-X** on Medway Assessor’s maps), for purposes of access to the Proposed Walking Trail.

And further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article, or to act in any manner relating thereto.

**OPEN SPACE COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 8:** (CPA Funds: Walking Trail)

To see if the Town will vote to transfer from available Community Preservation Act funds the sum of \$X to fund the costs associated with the design, engineering and construction of a walking trail located at... (relates to the above article), or act in any manner relating thereto.

**OPEN SPACE COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 9:** (Land Acquisition: 0R Oakland St)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise and to accept the deed to the Town of a fee simple interest in all or a portion of a parcel of land located at 0R Oakland Street, Assessors Map 42, Parcel 59, containing 1.79 acres more or less, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, **to be under the management and control of Board of**

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Selectmen for general municipal purposes, and, further, to see if the Town will vote to transfer from available funds or raise and appropriate the sum of \$8,000 or some other sum to pay costs of purchasing the property and for the payment of all other costs incidental and related thereto and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 10:** (Land Acquisition: DPS Facility)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise and to accept the deed to the Town of a fee simple interest in all or a portion of a parcel of land located at X Street, Assessors Map X, Parcel X, containing X acres more or less, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, to be under the management and control of Board of Selectmen for general municipal purposes, and, further, to see if the Town will vote to transfer from available funds or raise and appropriate a sum of money to pay costs of purchasing the property and for the payment of all other costs incidental and related thereto and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 11:**

To see if the Town will vote to accept:

A Perpetual 50' Right-of-Way Easement for such uses as roads and ways are commonly used in the Town of Medway, including without limitation, the right but not the obligation to construct, inspect, repair, remove, replace, operate and forever maintain said right-of-way, and to do all the acts incidental to the foregoing on a 15,579 sq. ft.± portion of land on 9 Marc Road as shown on

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the plan entitled “9 Marc Road Right-of-Way Plan of Land in Medway, MA,” dated September 15, 2016, prepared by Paul J. DeSimone, on file with the Medway Town Clerk, to be recorded with the Norfolk County Registry of Deeds.

Grantor reserves the right to use said right-of-way in any manner which does not interfere with Grantee’s easement.

And further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article;

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 12:** (Zoning Bylaw Amendment: Village Residential Zoning District)  
To see if the Town will vote to amend the Zoning Bylaw and Map to establish a new Village Residential Zoning district as follows:

- by rezoning a portion of the current Agricultural Residential II (ARII) zoning district to Village Residential (VR) and amending the Zoning Map to show the boundaries of the new district, a copy of which is on file with the Medway Town Clerk;
- by revising Section 4.1 Districts by adding *Village Residential* to the list of districts in A. Residential Districts;
- by revising Section 5.4 Schedule of Uses by inserting *Village Residential (VR)* to Table 1: Schedule of Uses; (*NOTE – The details for allowed uses in the Village Residential zone are provided in Article \_\_\_\_*)
- by revising Section 6.1 Dimensional and Density Regulations by inserting *Village Residential (VR)* to Table 2: Dimensional and Density Regulations; (*NOTE – The details for dimensional and density regulations in the Village Residential zone are provided in Article \_\_\_\_*)
- by revising Section 5.6.4 Multifamily Housing, B. Applicability, 1. by adding *Village Residential (VR)* to the list of locations for multifamily housing;
- by revising Section 7.2.5 Sign Standards by adding *Village Residential* to the header of Table 4; and by
- revising Section 8.1 Infill Housing A. Purposes and B. Applicability by adding *Village Residential (VR)* to the list of locations for infill dwelling units.

And to act in any manner relating thereto.

**PLANNING & ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

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## FINANCE COMMITTEE RECOMMENDATION:

**ARTICLE 13:** (Zoning Bylaw Amendment: Village Commercial Zoning District)  
To see if the Town of Medway will vote to amend the Zoning Bylaw and Map to establish a new Village Commercial Zoning District as follows:

- by rezoning all of the parcels in the current Commercial III (C-III) and Commercial IV (C-IV) zoning districts to Village Commercial (VC) and amending the Zoning Map to re-label the name of Commercial III and Commercial IV to Village Commercial without changing the boundaries in any manner, as shown on a map, a copy of which is on file with the Medway Town Clerk;
- by deleting *Commercial III* and *Commercial IV* from the list in B. Nonresidential Districts in Section 4.1 Districts and inserting *Village Commercial* in its place and renumbering the list accordingly;
- by deleting *Commercial III (C-III)* and *Commercial IV (C-IV)* from Table 1: Schedule of Uses in Section 5.4 Schedule of Uses and inserting *Village Commercial (VC)* in its place;
- by deleting *Commercial III (C-III)* and *Commercial IV (C-IV)* from Table 2: Dimensional and Density Regulations in Section 6.1 Dimensional and Density Regulations and inserting *Village Commercial (VC)* in its place;
- deleting *Commercial Districts III and IV* from the header of Table 10 in Section 7.2.5 Sign Standards and inserting *Village Commercial District* in its place; and by
- deleting reference to *Commercial Districts III and IV* in Section 5.6.4 Multifamily Housing, B. Applicability, 1. and inserting *Village Commercial* in its place to the list of locations for multifamily housing.

Or to act in any manner relating thereto.

## PLANNING AND ECONOMIC DEVELOPMENT BOARD

### BOARD OF SELECTMEN RECOMMENDATION:

## FINANCE COMMITTEE RECOMMENDATION:

**ARTICLE 14:** (Zoning Bylaw Amendment: Central Business Zoning District)  
To see if the Town of Medway will vote to amend the Zoning Bylaw and Map to establish a new Central Business zoning district as follows:

- by rezoning all of the parcels in the current Commercial I (C-I) district to Central Business (CB) district and amending the Zoning Map to re-label the name of Commercial I to Central Business district without changing the boundaries in any manner, as shown on a map, a copy of which is on file with the Medway Town Clerk;
- by deleting *Commercial I* from the list of B. Nonresidential Districts in Section 4.1. Districts and inserting *Central Business* in its place;

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- by deleting *Commercial I (C-I)* from Table 1: Schedule of Uses in Section 5.4 Schedule of Uses and inserting *Central Business (CB)* in its place;
- by deleting *Commercial I (C-I)* from Table 2: Dimensional and Density Regulations in Section 6.1 Dimensional and Density Regulations and inserting *Central Business (CB)* in its place;
- by deleting *Commercial District I – Route 109 Business District* from the header of Table 5 in Section 7.2.5 Sign Standards and inserting *Central Business District* in its place;
- by deleting all references to *Commercial I District, C-I, and C1* in Section 5.4.1 Special Permits in the Commercial I District and inserting *Central Business District (CB)* in its place; and by
- by deleting *Commercial I* from Section 8.9. Registered Marijuana Dispensary, D. Eligible Locations and inserting *Central Business* in its place.

Or to act in any manner relating thereto.

## PLANNING AND ECONOMIC DEVELOPMENT BOARD

### BOARD OF SELECTMEN RECOMMENDATION:

### FINANCE COMMITTEE RECOMMENDATION:

#### ARTICLE 15: (Amend Zoning Bylaw: Definitions)

To see if the Town of Medway will vote to amend SECTION 2 Definitions of the Medway Zoning Bylaw by inserting the following definitions in alphabetical order:

**Auto Body Shop** - An establishment in which bodies and frames for damaged vehicles, such as automobiles, trucks, or the like, are manufactured, repaired, straightened, or painted and which may include vehicle repair services as an accessory use.

**Auto Parts** – An establishment selling various components which are used to build or repair automotive vehicles and keep them performing safely and efficiently. May also include the sale of associated supplies and tools for the maintenance and upkeep of motor vehicles and various automotive accessories.

**Boat** – A vessel of any size built for navigation on a river or other body of water propelled by oars or paddles or by sail or power generated by an internal combustion engine.

**Boathouse** – An enclosed or partially enclosed building or shed for sheltering a boat or boats and associated marine equipment on or near a river, stream, pond or lake.

**Brew Pub** – Restaurant licensed under the relevant state and federal statutes to produce and sell beer and/or ale at the location for on-premises consumption. May include facilities for customers to brew on-premises for personal consumption off-site. Beverages produced on the premises may be sold to other establishments but shall not exceed 50% of the establishment's production capacity.



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**Brewery, Distillery or Winery** - A business establishment located in a building that uses equipment and/or processes for the production and distribution of malt, spirituous, or vinous beverages pursuant to MGL. ch. 138, §19. Such establishment may include on-site sampling, the sale of permitted beverages produced on the premises to consumers for off-site consumption, and the sale of commercial goods branded by the establishment. A tasting room, not to exceed 25% of the building's gross square footage, that allows patrons to sample or consume beverages that are produced on premises is permitted as an accessory use. The establishment may also host marketing events, special events, and/or factory tours.

**Buffer** – Open spaces, natural wooded or open areas, landscaped areas, fences, walls, earthen berms or mounds, or any combination thereof used to physically separate or screen one use or property from another so as to visually shield or block noise, lights or other nuisances, except as may be defined by other provisions of this Bylaw.

**Building Materials** – Natural materials and man-made products which are used for construction purposes including but not limited to lumber, plumbing, heating, ventilating, air conditioning, insulation, roofing and electrical products.

**Child Care Facility** – As defined in MGL, ch. 5D, §1A.

**Commercial indoor amusement** - A business establishment engaged in providing indoor entertainment or games for a fee to the general public and including but not limited to such activities as a dance hall, bowling alley, billiard or pool establishment, skate park, rock climbing, baseball, trampoline jumping, golf, family fun/entertainment/amusement center, playground, and other similar uses and which may include the provision of food and drink as an accessory use.

**Community Center** – A building used for recreational, social, educational, and cultural activities, open to the public or a designated part of the public, usually owned and operated by a public or non-profit group organization.

**Doggie Day Care** – A business establishment where dogs are dropped off and picked up for temporary daytime care on the premises and where they may be groomed, trained, exercised and socialized, but are not boarded overnight, bred, or sold.

**Dry Cleaner** – A business establishment where clothes, fabrics, textiles and other items are cleaned with dry-cleaning chemical solvents with little or no water.

**Educational/Instructional Facility, commercial** – Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or skill, organized on a commercial basis including but not limited to schools for vocational and technical training, art, dance, gymnastics, yoga, martial arts and other sports activities.

**Educational Facility, non-profit** – Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or skill, organized on a non-profit basis or operated on land owned or leased by the commonwealth or any of its agencies,

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subdivisions, or body politic, or by a religious sect or denomination, or by a nonprofit educational corporation.

**Electric Power Generation** – The process of generating electric power from other sources of primary energy such as electromechanical generators, heat engines fueled by chemical combustion, kinetic energy such as flowing water and wind, and other energy sources such as solar photovoltaic and geothermal power.

**Family Day Care Home** – As defined in MGL, ch. 28A, §9.

**Farm Equipment** – Equipment and implements that are used or intended for use in farming operations, including any tractor, combine, engine, motor or attachment including but not limited to a cultivator, tiller, harvester, reaper, hay conditioner, haymaker, or thresher.

**Financial Institution** – Establishments such as banks, savings and loans, credit unions, insurance companies, mortgage offices, and brokerage firms dealing in monetary transactions for consumers such as deposits, loans, investments and currency exchange.

**Fitness Facility** – An establishment providing exercise space, facilities and equipment or classes for the purposes of physical exercise. Commonly referred to as a fitness club, health or athletic club, fitness center, and gym. May also provide personal training, locker rooms, showers and fitness studios and other similar facilities and services.

**Florist** – An establishment which sells flowers and plants and accessory items thereto

**Funeral Home** – A building used for the preparation of the deceased for burial and the display of the deceased and rituals connected thereto before burial or cremation and which may include areas for a chapel, sale of caskets and other funeral supplies, and a crematorium.

**Furniture Repair** - Establishment primarily engaged in repairing, reupholstering, refinishing, reconstructing or restoring furniture.

**Gallery** – An established engaged in the display, sale or loan of works of art to the general public.

**Golf Course** – A tract of land laid out with at least nine holes for playing the game of golf and improved with tees, greens, fairways and hazards and that may include a clubhouse and shelter as accessory uses.

**Government Facility** – Any building, structure, facility or complex operated by any federal, state or county, or agency or instrumentality thereof such as but not limited to schools, libraries, police stations, fire stations, senior centers, offices, parks, playgrounds, fields, community centers, garages and other public works facilities, and other similar governmental uses.

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**Gravel/loam/sand or stone removal, commercial** – A business establishment which removes soil including but not limited to sod, loam, sand, gravel, clay, peat, hardpan, rock, quarried stone or mineral products from land on the premises where the establishment is located.

**Greenhouse** – A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation and protection of plants.

**Greenhouse, commercial** – A greenhouse which grows plants which are sold at retail or wholesale.

**Group Home** - Small, community-based residential facility, licensed by the Commonwealth of Massachusetts, designed to serve and provide on-going care, support for daily living and habilitation services for children or adults with chronic disabilities, of whom one or more are unrelated, and which operate as a single housekeeping unit. These homes usually have six or fewer occupants and are staffed 24 hours a day by trained caregivers.

**Indoor Storage** – An area within a non-residential establishment for the placement and safe keeping of materials, products or equipment

**Impervious Coverage** – That portion of a lot that is covered by buildings, including accessory buildings, and all paved and other impervious surfaces. Impervious coverage shall be determined by dividing the combined area of the footprint of all buildings and all paved and impervious surfaces on a lot by the total area of the lot

**Infill Dwelling Unit** – As specified in Section 8.1 of this Bylaw.

**Inn** – An establishment that provides temporary overnight lodging to the general public for compensation, not to exceed 10 guest rooms, for transient guests and where a dining room for the serving meals may be operated on the premises, and wherein the owner or operator may or may not maintain a place of principal residence.

**Large Family Child Care Home** - As defined in MGL, ch. 15D, §1A.

**Laundromat** – An establishment providing self-service washing, drying or dry-cleaning machines on the premises for rental use to the general public and which may include drop off-pick up service.

**Livery/Riding Stable** – An establishment designed and equipped for the feeding, boarding, exercising or training of horses not owned by the owner of the premises and for which the owner of the premises receives compensation and which may include instruction in riding, jumping or showing or where horses may be hired for riding.

**Lodge or Club** – A facility operated by a private, non-profit organization established around a common interest such as a fraternal, civic, alumni, social, recreational or sports club, or other similar organization, to which membership is limited or controlled. May include meeting space, dining facilities, and outdoor areas.

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**Motor Vehicle** – A self-propelled device designed and used for the transportation of people or goods over land surfaces

**Municipal Use** – Any use, building, facility or area owned or leased by and operated by the Town of Medway for the general use and welfare of the Town, its inhabitants or businesses located within the Town.

**Non-profit Organization** - A corporation or an association that conducts business for the benefit of the general public or is dedicated to furthering a given cause. A non-profit organization operates without a profit motive, using any surplus revenues to further achieve its purpose rather than distributing its surplus income to shareholders. Organizations recognized by the Internal Revenue Service under section 501c are exempt from federal taxes.

**Nursery** – Land used to raise plants, flowers, shrubs, bushes, or trees grown on the premises for sale or transplanting. May include greenhouses and retail sales of associated nursery goods and products.

**Open Space** – Those areas of a lot on which no building or structure is permitted except as authorized by other provisions of this Bylaw, and which shall not be used for streets, driveways, sidewalks, parking, storage or display. Open space may serve as areas for buffers, active and passive recreation, natural and scenic resource protection, land conservation, or other similar uses and may include landscaped areas.

**Open Space Residential Development (OSRD)** – As specified in Section 8.4 of this Bylaw.

**Optician** – A business establishment where eyeglasses and contact lenses are made and/or supplied to correct vision.

**Outdoor Dining** – A dining area with tables and seating available for restaurant-style eating outdoors, usually located on the sidewalk or an open area adjacent to its affiliated restaurant, and usually operated on a seasonal basis.

**Outdoor Display** – The temporary display of goods and products sold by a business establishment, located on the same premises but not including such display on any parking, delivery or loading areas, fire lanes, drive aisles, or sidewalks where less than 6 feet of sidewalk width remains for pedestrian access, or other features that could cause a safety hazard, and limited to the hours the business is open.

**Outdoor Storage** – An outside area for the storage or display of materials, goods or manufactured products produced or used by the principal use of the property, for more than a twenty-four hour period.

**Personal Care Service Establishment** – A business establishment providing personal care and grooming services to individuals including but not limited to a barber shop, beauty shop, hair salon, nail salon, tanning salon, cosmetology and spa services, and other similar services.

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**Photocopying/Printing** – A business establishment that offers photocopying, printing and ancillary services.

**Recreational Facility** – A public or private establishment designed and equipped for the conduct of sports, recreational, educational, and/or leisure-time activities including but not limited to fields, courts, swimming pools, rinks, tracks, golf courses, mini-golf, driving ranges, and other similar uses. The facility may be comprised of indoor and outdoor facilities, a clubhouse and/or other customary accessory buildings and uses and may include the provision of seasonal, organized youth and/or family oriented programs and overnight accommodations.

**Recreational Facility, Commercial** – A recreational facility operated as a business and open to the general public for a fee.

**Recreational Facility, Private** – A recreational facility open only to bona fide members and guests of such organization.

**Religious Facility** – A structure, building or place used by a religious sect or denomination for worship, ceremonies, rituals, assembly, or study or education pertaining to a particular system of religious beliefs. May include a cathedral, chapel, church, convent, meeting house, monastery, mosque, sanctuary, shrine, synagogue, temple and other places of religious worship, and which may also include associated facilities whose purposes are substantially related to the religious purposes of such sect or denomination such as a rectory, parsonage, offices, meeting facilities, or outdoor recreational and open space.

**Repair Shop** - A business establishment where household machines, equipment, tools, appliances and other similar items can be taken to be repaired or serviced, but not including vehicle repair.

**Sawmill** – A place or building in which timber from off the premises is sawed, split, shaved, planed, stripped, chipped or otherwise processed by machinery into planks, boards, mulch, firewood or other wood products.

**Shelter** - An establishment giving temporary protective sanctuary to victims of crime, abuse or homelessness, by providing housing, food, counseling, support and educational services to those needing assistance, usually operated by a non-profit organization.

**Shoe Repair** – A business establishment where shoes, boots and other footwear can be taken to be repaired and which may offer shoe polishing and cleaning services and may sell footwear accessories and specialty shoe products.

**Ski Area** – An area developed for skiing, boarding or tubing with trails and which may include lifts, ski rentals and sales, and instruction and eating facilities

**Studio** – A building, room or space where a craftsperson, artist, sculptor, photographer, musician or other artisan, designer or craftsperson works and which may include incidental accessory uses such as a gallery, retail sales of art produced on the premises, and instruction.

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**Tailor** – A business establishment where clothes and garments are made, mended or altered for individual customers

**Trailer** - A non-motorized vehicle, often a long platform or box/container with two or more wheels, which is pulled behind a motorized vehicle and used to transport things.

**Veterinary Hospital** – A building where animals are given medical care, observation and treatment including surgery for their diseases and injuries and which may include the short-term boarding of animals during their convalescence.

**Warehouse/Distribution Facility** – A building or area used primarily for the storage of raw materials, manufactured goods, products, cargo or equipment before their export or distribution for sale to retailers, wholesalers, or directly to consumers.

**Wholesale** - The business of selling things in large quantities to other businesses for resale rather than to individual retail consumers.

**Wholesale Showroom** - A room or space used for displaying a company's products, goods and merchandise not for direct sale to consumers.

And by revising the definition for **Manufacturing** by adding the language noted below in **bold text**:

**Manufacturing** – The transformation of raw materials or substances, components or parts into new products by the use of machines, tools, and labor through a mechanical, chemical or other process. Also includes the blending of materials and the assembly of component parts **and the packaging of products for distribution, storage and sale.**

And by deleting **Tourist Home** from the list of Definitions.

Or to act in any manner relating thereto.

## PLANNING AND ECONOMIC DEVELOPMENT BOARD

### BOARD OF SELECTMEN RECOMMENDATION:

### FINANCE COMMITTEE RECOMMENDATION:

**ARTICLE 16:** (Amend Zoning Bylaw: Dimensional & Density Regulations)  
To see if the Town of Medway will vote to amend the Zoning Bylaw by deleting TABLE 2: Dimensional and Density Regulations in Section 6.1 Dimensional and Density Regulations in its entirety and replacing it with a new TABLE: Dimensional and Density Regulations as follows:  
NOTE – Deleted text is shown with a ~~strike through~~ and new or revised text is shown in **highlighted bolded** text.

**DRAFT**

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Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

# DRAFT

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## TABLE 2. DIMENSIONAL AND DENSITY REGULATIONS

Requirement	AR-I	AR-II	VR	G-I CB	VC	G-III	G-IV	C-V <sup>e</sup>	B-I	I-1	I-2	I-3
<b>Minimum Lot Area</b> (Sq. Ft.)	44,000	22,500 <sup>b</sup> 30,000 <sup>a</sup>	10,000 15,000 <sup>b</sup>	20,000 10,000	10,000	20,000	20,000	20,000	20,000	20,000	20,000	40,000
<b>Minimum Lot Frontage</b> (Ft.)	180'	150'	75'	NA	NA	NA	NA	NA	100 75'	NA 100'	NA 150'	NA 100'
<b>Minimum Lot Width</b> (Ft.)	NA	NA	NA	100'	NA	100'	100'	100'	NA	100'	100'	100'
<b>Minimum Setbacks</b> (Ft) <sup>c</sup>												
<b>Front</b> <sup>c, d</sup>	35'	35'	20' <sup>d</sup>	50' 10'	20' <sup>d</sup>	35'	35'	50' 35'	35' 25'	30'	30'	30'
<b>Side</b> <sup>e</sup>	15'	15'	10' <sup>d</sup>	25' 10' 25' <sup>e</sup>	10' <sup>d</sup>	15'	15'	15'	15'	20'	20'	20'
<b>Rear</b>	15'	15'	10' <sup>d</sup>	25'	10' <sup>d</sup>	15'	15'	15'	15'	30'	30'	30'
<b>Maximum Building Height</b> (Ft.)	NA 35'	NA 35'	35'	40'	40'	40'	40'	40'	40'	40' 60'	40'	60'
<b>Maximum Lot Coverage</b> (Pct. of lot) (Primary and accessory buildings)	NA 25%	NA 30%	40%	30% 80%	80%	30%	30%	30% 40%	30% 40%	40% NA	40% NA	40% NA
<b>Maximum Impervious Coverage</b> (Pct. of lot)	35%	40%	50%	NA	NA	NA	NA	80%	80%	80%	80%	80%
<b>Minimum Open Space</b> (Pct. of lot)	NA	NA	NA	15%	NA	NA	NA	20%	20%	20%	20%	20%



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## Notes to Table 2

NA means not applicable

a) For a two family house. No parking shall be permitted within 10 feet of an adjoining lot line.

b) For a newly constructed two-family house or when a single family detached house is enlarged for a 2 family house.

c) When a nonresidential use abuts a residential use, the first 10 feet within the required side or rear setback of the nonresidential use along the lot line shall be used as a buffer.

d) Or the average setback of the existing primary buildings within 300' of the lot on the same side of the street and within the same zoning district, whichever is less.

e) When abutting a residential district.

## Previous Notes to Table 2

a) ~~In the C-V and B-I districts, when a nonresidential use abuts a residential use, the first 10 feet within the 15-ft side or rear setback along the boundary line adjoining the residential use shall be a landscaped buffer not used for parking or storing vehicles. However, when a nonresidential use in the C district abuts a residential use in a different district, the landscaped buffer shall extend at least 15 feet from the lot boundary shared with the residential use.~~

b) ~~For two family dwelling, the minimum lot area is 30,000 sq. ft. No parking shall be permitted within 10 feet of an adjoining lot line.~~

c) ~~For a lot abutting existing dwellings in a residential district, the minimum front setback shall be the average front setback of the existing primary buildings within 300 feet on each side of the lot on the same side of the street and within the same zoning district.~~

d) ~~Within the 50-ft. front setback on lots in the C-I, C-V, and BI districts, the first 10 feet closest to the street shall be landscaped and not used for parking. Within the C-I district, the next 20 feet shall be used for through traffic to adjoining lots unless waived by the Planning and Economic Development Board during site plan review.~~

e) ~~When a lot in any of the C or B-I districts abuts a residential use, the first 10 feet within the 15-ft side or rear setback along the boundary line adjoining the residential use shall be a landscaped buffer not used for parking or storing vehicles.~~

# DRAFT

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**ARTICLE 17:** (Zoning Bylaw Amendment: Schedule of Uses)

To see if the Town of Medway will vote to amend the Zoning Bylaw, Section 5.4 Schedule of Uses by deleting TABLE 1: Schedule of Uses in its entirety and inserting a new TABLE 1: Schedule of Uses in its place as follows:

NOTE - Deleted text is shown with a ~~strike through~~. New and revised language is shown in **highlighted bolded** text.

<b>TABLE 1: SCHEDULE OF USES</b>										
	AR-I	AR-II	VR	<del>C-I</del> <b>CB</b>	<del>C-III &amp; IV</del> <b>VC</b>	C-V	BI	I-I	I-II	I-III
<b>A. AGRICULTURE, CONSERVATION, RECREATION USES</b>										
Agriculture, excluding piggeries and fur farms on less than 5 acres of land, and excluding livestock on less than 44,000 sq. ft. of land. <i>(Revised 11/16/15)</i>	Y	Y	<b>N</b>	N	N	N	N	N	N	N
Poultry on less than 1 acre. Minimum lot size for poultry is 5,000 sq. ft. subject to Board of Health regulations. <i>(Added 11/16/15)</i>	Y	Y	<b>Y</b>	N	N	N	N	N	N	N
<b>Commercial Greenhouse</b>	SP	SP	<b>N</b>	N	N	Y	Y	N	N	N
<b>Nursery</b>	<b>SP</b>	<b>SP</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>Y</b>	<b>Y</b>	<b>N</b>	<b>N</b>	<b>N</b>
<del>Nonprofit recreational use</del>	<del>Y</del>	<del>Y</del>	<del></del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>
<b>Recreational facility</b>	<b>SP</b>	<b>SP</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>Y</b>	<b>Y</b>	<b>N</b>	<b>N</b>
<del>Sawmill</del>	<del>SP</del>	<del>N</del>	<del></del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>
<del>Boathouse, ski tow, golf course</del>	<del>SP</del>	<del>SP</del>	<del></del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>
<b>Ski Area</b>	SP	SP	<b>N</b>	N	N	N	N	N	N	N
<b>Golf course</b>	SP	SP	<b>N</b>	N	N	N	N	N	N	N
<b>Livery riding stable</b>	<b>Y</b>	<b>Y</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>
<del>Gravel, loam, sand, or stone removal, except that in the AR I and AR II districts, no special permit shall be required when removal of such materials is incidental to the construction or alteration of buildings for which a permit has been issued by the Board of Selectmen. NOTE - This use is being moved to the INDUSTRIAL USES section of the Use Table</del>	<del>SP</del>	<del>SP</del>	<del></del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>

<b>B. PUBLIC SERVICE</b>										
Municipal use	Y	Y	<b>Y</b>	Y	Y	Y	Y	Y	Y	Y
Public utility	SP	SP	<b>SP</b>	SP	Y	Y	Y	Y	Y	Y
<b>Governmental facility</b>	<b>SP</b>	<b>SP</b>	<b>SP</b>	<b>Y</b>	<b>SP</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>

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<b>TABLE 1: SCHEDULE OF USES</b>										
	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I - I	I - II	I - III
<b>C. RESIDENTIAL AND INSTITUTIONAL USES</b>										
Detached single-family dwelling	Y	Y	Y	N	Y	N	N	N	N	N
Two-family dwelling, provided that the exterior of the dwelling has the appearance of a single-family dwelling.	N	SP	Y	N	N	N	N	N	N	N
Infill dwelling unit, subject to Section 8.1.	N	SP	SP	N	N	N	N	N	N	N
Open space residential development, subject to Section 8.4	PB	PB	N	N	N	N	N	N	N	N
Assisted living residence <b>facility</b>	<del>N</del> PB	<del>N</del> PB	N	<del>PB</del> N	N	N	N	N	N	N
Adult retirement community planned unit development, subject to Section 8.5	PB	PB	N	N	N	N	N	N	N	N
Multifamily dwellings and multifamily developments subject to <b>Section 5.6.2 E and Section 5.6.4 (Added 11/16/15)</b>	<del>N</del> PB	PB	PB	N	PB	N	N	N	N	N
Multifamily units in combination with a commercial use that is permitted or allowed by special permit, subject to Section 5.4.1.	N	N	N	PB	N	N	N	N	N	N
<b>Long-term care facility</b>	SP	SP	N	N	N	N	N	N	N	N
<b>Group home</b>	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Shelter</b>	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Accessory Uses</b>										
Accessory family dwelling unit, <b>subject to Section 8.2</b>	SP	SP	SP	N	SP	N	N	N	N	N
Home-based business, subject to Section 8.3	Y	Y	Y	N	Y	N	N	N	N	N
<b>Family day care home and large family child care home</b>	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Boathouse</b>	Y	Y	N	N	N	N	N	N	N	N
<b>Greenhouse</b>	Y	Y	Y	N	N	N	N	N	N	N

# DRAFT

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## TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	<del>C-I</del> CB	<del>C-III &amp; IV</del> VC	C-V	BI	I-I	I-II	I-III
<b>D. BUSINESS USES</b>										
<b>Retail Trade</b>										
Retail bakery <i>(Added 11/16/15)</i>	N	N	N	Y	Y	Y	Y	N	N	N
Retail store sales	N	N	N	Y	Y	Y	Y	N	N	N
Retail store larger than 20,000 sq. ft.	N	N	N	SP	N	N	SP	N	N	N
Shopping center/ <del>multi-tenant development</del>	N	N	N	SP	N	SP	SP	N	N	N
Auto parts	N	N	N	N	N	N	Y	N	N	N
Nursery and florist	N	N	N	<del>N</del> Y	<del>N</del> Y	Y	Y	N	N	N
Indoor sales of motor vehicles, trailers, boats, farm equipment, with accessory repair services and storage, but excluding auto body, welding, or soldering shop	N	N	N	Y	N	N	N	N	N	N
Sale and storage of building materials to be sold on the premises <i>NOTE - This has been moved to the Industrial Uses section</i>	<del>N</del>	<del>N</del>		<del>N</del>	<del>N</del>	<del>N</del>	Y	Y	<del>N</del>	<del>N</del>
Outdoor retail sales	N	N	N	N	N	N	Y	N	N	N
Retail sales, outdoors										
<b>Hospitality and Food Services</b>										
Restaurant providing food within a building, which may include outdoor seating on an adjoining patio	N	N	N	Y	Y	Y	Y	N	N	N
Restaurant providing live entertainment within a building, subject to license from the Board of Selectmen	N	N	N	SP Y	<del>N</del> SP	<del>N</del> SP	N	N	N	N
Brew pub	N	N	N	Y	Y	Y	Y	N	N	N
Motel or hotel	N	N	N	SP	N	N	N	N	N	<del>N</del> Y
Bed and breakfast	SP	SP	SP	N	SP	N	N	N	N	N
Inn	SP	SP	SP	SP	SP	N	N	N	N	N
<b>Cultural and Entertainment Uses</b>										
Studio for artists, photographers, interior decorators, other design-related uses	N	N	SP	<del>N</del> Y	<del>N</del> Y	Y	N	N	N	N
Museum	N	N	N	Y	SP	SP	N	N	N	N
Movie theatre/cinema	N	N	N	SP	N	N	N	N	N	N
Theatre	N	N	N	Y	SP	SP	N	N	N	N
Gallery	N	N	N	Y	Y	Y	N	N	N	N
Commercial indoor amusement <i>NOTE - This use was moved here from Business Uses - Services</i>	N	N	N	SP	N	N	Y	Y	Y	Y

# DRAFT

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## TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	<del>C-I</del> CB	<del>C-III &amp; IV</del> VC	C-V	BI	I-I	I-II	I-III
<b>D. BUSINESS USES</b>										
<b>Professional Uses and Financial Services</b>										
Bank or other <b>Financial institution</b>	N	N	N	Y	Y	Y	Y	N	N	N
Professional or business office	N	N	N	Y	Y	Y	Y	Y	Y	Y
<b>Services</b>										
Barber shop, beauty shop, nail salon, and similar <b>Personal care service establishments</b>	N	N	N	Y	<del>N</del> Y	Y	Y	N	N	N
Consumer services such as but not limited to health care, <b>fitness facility, optician, dry cleaner, laundry, laundromat, florist, shoe repair, photocopy/printing, bakery, photography studio, tailor,</b> and other similar businesses and services	N	N	N	Y	<del>N</del> Y	<del>N</del> Y	<del>N</del> Y	N	N	N
<b>Doggie Day Care</b>	N	N	N	N	N	N	SP	N	N	N
<b>Repair shop</b> for small equipment, bicycles, appliances, tools	N	N	N	<del>Y</del> N	<del>N</del> Y	<del>N</del> Y	<del>N</del> Y	<del>N</del> SP	N	N
<b>Furniture Repair</b>	N	N	N	N	Y	Y	Y	SP	N	N
<b>Educational/instructional facility, commercial</b>	N	N	N	Y	Y	Y	Y	Y	N	N
Commercial indoor amusement or recreation, or similar place of assembly <i>NOTE – This use was moved to Business Uses – Cultural and Entertainment</i>	<del>N</del>	<del>N</del>		SP	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>
<b>Funeral home, undertaker</b>	<del>N</del> SP	<del>N</del> SP	N	<del>Y</del> SP	Y	Y	Y	N	N	N
<b>Veterinary hospital</b>	SP	SP	N	N	N	<del>N</del> Y	<del>N</del> Y	N	N	N
Kennel	SP	SP	SP	<del>SP</del> N	SP	<del>SP</del> N	SP	SP	<del>SP</del> N	<del>SP</del> N
<b>Medical office or clinic</b>	N	N	N	Y	Y	Y	Y	N	N	N
<b>Child care facility</b>	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Adult day care facility, subject to Section 8.5</b>	PB	PB	N	N	N	N	N	N	N	N

# DRAFT

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## TABLE 1: SCHEDULE OF USES

	AR-I	AR-II	VR	<del>C-I</del> CB	<del>C-III &amp; IV</del> VC	C-V	BI	I-I	I-II	I-III
<b>D. BUSINESS USES</b>										
<i>Automotive Uses</i>										
Vehicle fuel station with repair services	N	N	N	N	N	N	PB	N	N	N
Vehicle fuel station, with car wash	N	N	N	<del>SP</del> N	N	N	<del>N</del> PB	N	N	N
Car wash	N	N	N	<del>SP</del> N	N	N	<del>SP</del> PB	N	N	N
Vehicle fuel station with convenience store	N	N	N	<del>PB</del> N	N	<del>PB</del> N	<del>N</del> PB	N	N	N
Vehicle repair	N	N	N	<del>SP</del> N	<del>N</del> PB	N	<del>SP</del> PB	Y	N	N
<b>Auto body shop</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>PB</b>	<b>Y</b>	<b>N</b>	<b>N</b>
<i>Other Business Uses: Unclassified</i>										
Adult uses	N	N	N	N	N	N	N	Y	N	N
<i>Accessory Uses</i>										
Drive-through facility	N	N	N	<del>SP</del> N	N	PB	<del>SP</del> PB	N	N	N
Outdoor dining accessory to a restaurant may be permitted by the Building Inspector	<del>N</del>	<del>N</del>		Y	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>
<b>Outdoor display</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>SP</b>	<b>SP</b>	<b>SP</b>	<b>SP</b>	<b>N</b>	<b>N</b>	<b>N</b>
<b>Outdoor storage of materials and parking of vehicles and equipment associated with a business operated in a building on the premises</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>Y</b>	<b>Y</b>	<b>N</b>	<b>N</b>

**DRAFT**

9-15-16

**TABLE 1: SCHEDULE OF USES**

	AR-I	AR-II	VR	<del>C-I</del> CB	<del>C-III</del> & <del>IV</del> VC	C-V	BI	I-I	I-II	I-III
<b>E. INDUSTRIAL AND RELATED USES</b>										
Warehouse/ <del>and</del> -distribution facility	N	N	N	N	N	<del>Y</del> N	N	<del>N</del> Y	<del>N</del> Y	<del>N</del> Y
Wholesale bakery <i>(Added 11/16/15)</i>	N	N	N	N	N	N	N	Y	Y	Y
Wholesale showroom or office, including warehouse	N	N	N	N	N	N	Y	Y	Y	Y
Manufacturing, processing, fabrication, packaging and assembly, and storage of goods manufactured on the premises	N	N	N	N	N	N	Y	Y	Y	Y
Contractor's yard	N	N	N	N	N	N	Y	Y	N	N
Research and development	N	N	N	N	N	N	Y	Y	Y	<del>N</del> Y
<b>Brewery</b>	N	N	N	N	N	N	Y	Y	Y	Y
Research and development and/or manufacturing of renewable or alternative energy products	N	N	N	N	N	N	Y	Y	Y	Y
Electric power generation including but not limited to renewable or alternative energy generating facilities such as the construction and operation of large-scale ground-mounted solar photovoltaic installations with a rated name plate capacity of 250 kW (DC) or more	N	N	N	N	N	N	N	N	Y	N
<b>Gravel, loam, sand, or stone removal for which a permit has been issued by the Board of Selectmen except that in the AR-I and AR-II districts, no special permit shall be required when removal of such materials is incidental to the construction or alteration of buildings.</b> <i>NOTE – This use was moved here from the Agricultural/Conservation/ Recreation Uses section of the Use Table</i>	SP	SP	N	N	N	N	N	N	N	N
<b>Accessory Uses</b>										
Outdoor storage of materials and parking of vehicles and equipment associated with a business operated in a building on the premises	N	N	N	N	N	N	Y	Y	Y	Y

**DRAFT**

9-15-16

<b>TABLE 1: SCHEDULE OF USES</b>										
	AR-I	AR-II	VR	C-I CB	C-III & IV VC	C-V	BI	I-I	I-II	I-III
<b>F. INSTITUTIONAL USES</b>										
Religious facility	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Community center	SP	SP	SP	SP	SP	SP	SP	N	N	N
Educational facility, non-profit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lodge or club	SP	SP	SP	N	N	N	N	N	N	N

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 18:** (Amend Zoning Bylaw: Registered Marijuana Dispensary)  
 To see if the Town of Medway will vote to amend the Zoning Bylaw, Section 8.9 Registered Marijuana Dispensary, E. General Requirements, 4. by deleting text noted in ~~strikethrough~~ below and replacing that with new text noted in **bold** as follows:

4. The hours of operation of RMDs shall be set by the Planning and Economic Development Board, but in no event shall ~~any RMD be open and/or operating~~ **the on-site retail sale or dispensing of medical marijuana and/or related products to customers occur** between the hours of 8:00 PM and 8:00 AM.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**



**DRAFT**

9-15-16

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least FOURTEEN (14) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this 3<sup>rd</sup> day of October 2016.

**A TRUE COPY:**

**SELECTMEN OF THE TOWN OF MEDWAY**

\_\_\_\_\_  
Glenn Trindade, Chairman

\_\_\_\_\_  
Maryjane White, Vice-Chairman

\_\_\_\_\_  
Richard D’Innocenzo, Clerk

\_\_\_\_\_  
Dennis Crowley, Member

\_\_\_\_\_  
John Foresto, Member

**DRAFT**

9-15-16

***TOWN OF MEDWAY***

***CONSTABLE'S RETURN OF SERVICE***

I, ***Paul Trufant***, a duly qualified Constable of the Town of Medway, Massachusetts affirm and certify that I posted attested copies of the November 14, 2016 Fall Town Meeting Warrant dated October 3, 2016, in at least eight (8) places in Town, consisting of at least two (2) places in each precinct of the Town, in addition to posting an attested copy of said warrant on the principal bulletin board in the Town Hall.

Dated at Medway: \_\_\_\_\_

\_\_\_\_\_  
Paul Trufant, Constable



300 Cadwell Drive  
Springfield, MA 01104

**William T. Blanchard**  
Project Manager  
[william.blanchard@eversource.com](mailto:william.blanchard@eversource.com)  
(413) 787-1029  
Fax (413) 787-1022

SEP 14 2016

September 12, 2016

Mr. Michael E. Boynton, Town Administrator  
Town of Medway  
155 Village Street  
Medway, MA 02053

Re: Letter of Intent  
Proposed Solar Zoning Bylaw Amendment

Dear Mr. Boynton,

Eversource Energy<sup>1</sup> appreciates you and members of your staff taking the time to meet with the Company yesterday regarding Eversource Energy's desire to develop a large scale ground mounted solar project in Medway. As you know, Eversource Energy is committed to providing reliable, cost-effective electricity to its customers while meeting its renewable portfolio standard goals through the use of clean, renewable energy. In accordance with the Company's June 30, 2016 filing with the Department of Public Utilities, Eversource Energy is seeking to develop 62 Megawatts of solar photovoltaic throughout the Commonwealth of Massachusetts by the end of 2017. To meet this goal, the Company is actively looking to develop solar arrays on land and properties already held by Eversource Energy to help minimize development costs. As a landowner, corporate citizen and taxpayer in Medway, the Company would like to develop a solar array on a parcel of land adjacent to one of its existing transmission corridors, as generally depicted on the enclosed conceptual site plan.

Based on our discussions, the Company understands that large scale solar is allowed in Medway only within the existing solar overlay district. The parcel identified by Eversource Energy is not within this district and therefore the Company intends to seek an amendment to the existing bylaw to allow construction and operation of a of large-scale ground mounted solar photovoltaic installation with a rated name plate capacity of greater than 250 kW (direct current) outside of the solar overlay district by Special Permit. Proposed language for the amendment is attached for consideration and to include on the Town Warrant to be voted on by the residents of Medway at the upcoming Special Fall Town Meeting.

If you have any questions, please contact William T. Blanchard, Project Manager, Eversource Energy Solar Program in the Company's Springfield, Massachusetts Office at 413-787-1029 or by e-mail at: [william.blanchard@eversource.com](mailto:william.blanchard@eversource.com).

Sincerely,

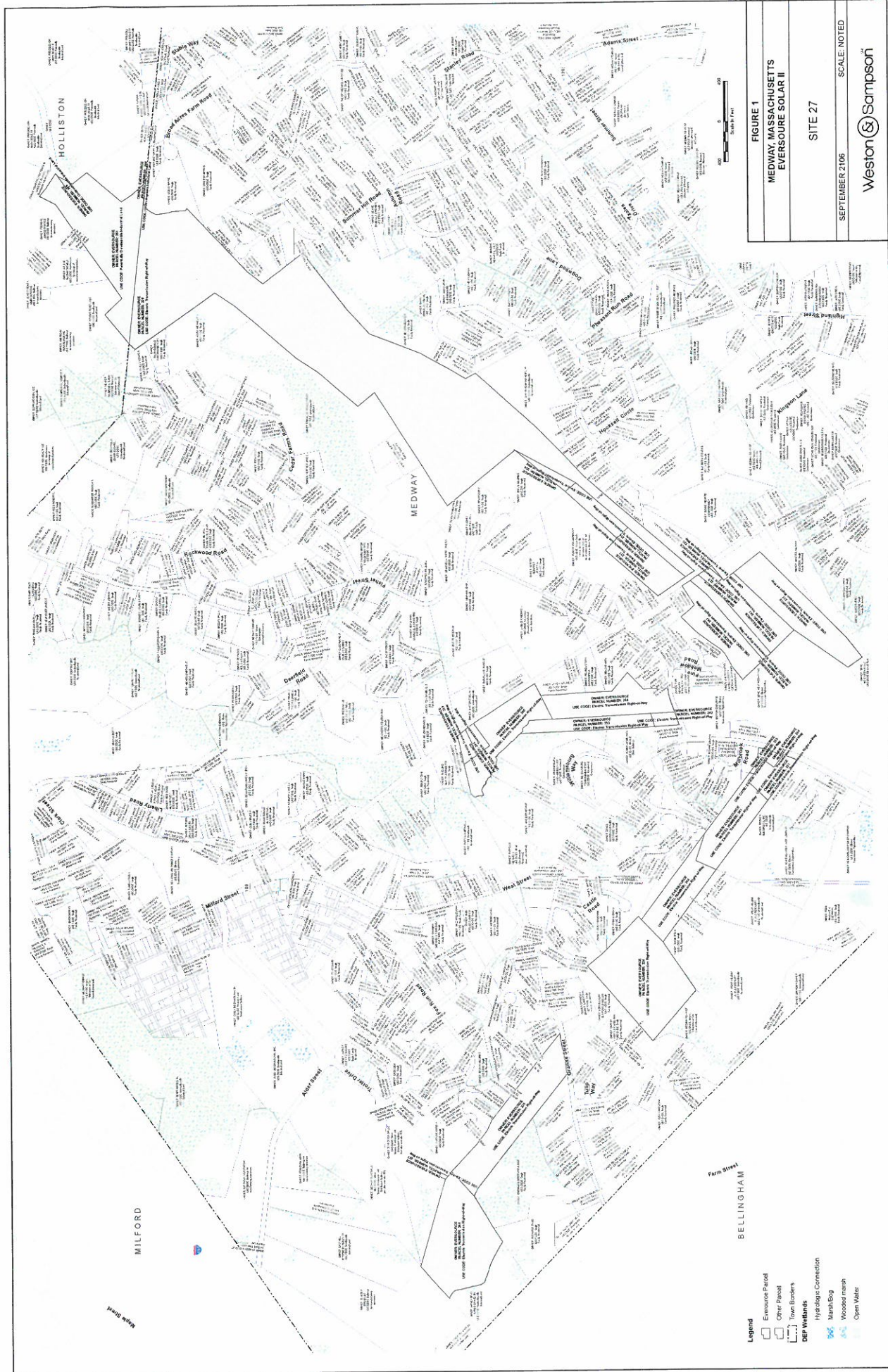
William T. Blanchard  
Project Manager  
Eversource Energy

<sup>1</sup> Western Massachusetts Electric Company d/b/a Eversource Energy ("Eversource Energy" or the "Company").

Suggested Warrant Article language:

Section 5.4, Table 1 "Schedule of Uses" of the Town of Medway Zoning Bylaw shall be amended as follows:

*In Table 1, Section E, on the row labeled "Electric power generation" and under column XXX, the "N" shall be replaced with "PB".*



**FIGURE 1**  
**MEDWAY MASSACHUSETTS**  
**EVERSOURCE SOLAR II**  
**SITE 27**  
 SEPTEMBER 21/06 SCALE NOTED  
 Weston & Sampson

- Legend**
- Eversource Parcel
  - Other Parcel
  - Town Borders
  - DEP Wetlands
  - Hydrologic Connection
  - Marsh/Bog
  - Wooded marsh
  - Open Water



**FIGURE 2**  
**MEDWAY, MASSACHUSETTS**  
**EVERSOURCE SOLAR II**  
**SITE 27**  
 SEPTEMBER 21, 06 SCALE NOTED  
 Weston & Sampson

**Legend**  
 Eversource Parcel  
 Other Parcel  
 Town Borders



# **AGENDA**

## **ITEM #5**

**Discussion/Vote - SPECTRA Intervenor**

**No associated backup materials.**



# **AGENDA**

## **ITEM #6**

### **Banner Display Request – Taste of Medway**

#### **Associated backup materials attached:**

- Banner Display Request Form

**Proposed Motion:** I move that the Board approve a banner display request for the Taste of Medway event.

## TOWN OF MEDWAY Banner Display Request

Organization Name: Taste of Medway  
 Event for which banner is displayed: Taste of Medway  
 Date(s) of event: October 1, 2016  
 Dates Requested (max. 2 weeks): 09/16/16-10/01/16  
 Applicant Name/Responsible Party: Judi LaPan  
 Address/Telephone: [REDACTED]

Use this space to illustrate banner message, including logos and sponsor(s), or include attachment:

There is an existing banner that I believe was stored at the Fire Department.

1. Fee of \$60 is due within seven (7) days of booking and prior to the banner display (see policy for exception). Checks should be made **payable to the Town of Medway**.
2. If cost to hang and remove banner exceeds \$60, applicant will be invoiced for the balance, and must be paid within thirty (30) days of invoice date.
3. Banners must be dropped off at Town Hall between seven (7) and two (2) days prior to the scheduled display.
4. Banner will be displayed as permitted herein, unless circumstances, such as weather, scheduling changes or staff availability cause delays.
5. Banner must be in good condition, and may be rejected if in poor condition or deemed a safety hazard.
6. Banners must be picked up at Town Hall within seven (7) days of being notified it has been taken down. Banners not claimed within fourteen days (14) may be discarded.
7. Dates may be booked no later than one year in advance of booking.
8. Length of banner should be between twenty (20) and twenty-five (25) feet.
9. Minimum standards for banner: 19 oz. banner vinyl, webbed, hemmed, grommets, "D" rings, reinforced corners, and wind holes.
10. Banners will be displayed only at the approved location on Main Street (at Medway Plaza).
11. In the event of a Town Meeting or Election, the Town's banner will take precedence over an approved request.

I acknowledge that I have received a copy of the Banner Display Policy and agree to any and all conditions therein.

Name: Judi LaPan      Signature: Judi LaPan      Date: 09/08/16

BOS Approval: 1/20/15;  
Amended: 3/21/16

Mail to: Town Administrator's Office, 155 Village St. Medway, MA 02053  
Email to: [ta@townofmedway.org](mailto:ta@townofmedway.org); Fax to: 508-321-4988

# AGENDA

## ITEM #7

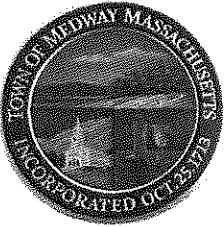
### Liquor License Requests

- a. Ana Elliot – Thayer Homestead – December 2, 2016
- b. Deborah Higgins – Thayer Homestead – December 16, 2016

### Associated backup materials attached:

- Applications
- Police Chief's Recommendations

**Proposed Motion:** I move that the Board approved one-day liquor licenses for Ana Elliot and Deborah Higgins for their events to be held at the Thayer Homestead on December 2 & December 16, 2016 subject to Police Chief's recommendations and proof of appropriate insurance coverage.



## Town of Medway

### BOARD OF SELECTMEN

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

#### APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$0

All Alcohol  Wine and Malt

Event Medway Holiday mishmash

Name of Organization/Applicant Anna Elliott

Address 5 Shamrock Lane, medway, 02053

FID# \_\_\_\_\_

Phone \_\_\_\_\_

Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date 12-2-2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y  N

Estimated attendance 114

Will there be an age restriction? Y  N

Minimum age allowed:

How, where and by whom will ID's be checked? Special Occasion Servers

Is there a charge for the beverages? Y  N

Price structure:

Beer \$3.00 Wine \$4.00 Mixed Drinks \$5.00

Alcohol server(s)

Attach Proof of Alcohol Server Training

Special Occasion Servers

Provisions for Security, Detail Officer Police drive through that evening

Does the applicant have knowledge of State liquor laws? Y  N

Experience Special Occasion Servers, Event company

The following may be required:

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 1-8-16

Applicant's Signature Anna Elliott

Applicant's Name Anna Elliott

Address

Phone

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date

Board of Health \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date



# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

September 12, 2016

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One-Day Liquor request – Thayer House – Medway Holiday Mish Mash Fundraiser

I have reviewed the application for the <sup>one</sup> day liquor license request for the Medway Holiday Mish Mash Fundraiser scheduled for December 2, 2016 at the Thayer House.

I approve of the issuing of the permits with the following condition.

There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

The serving of the beer and wine and alcohol will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by Special Occasions Servers.

Respectfully Submitted

Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol  Wine and Malt

Event Christmas Party/Cookie swap

Name of Organization/Applicant Deborah Higgins

Address 4 A Thunder Hill Rd Medway

FID# \_\_\_\_\_

Phone \_\_\_\_\_

Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date Dec. 16, 2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y  N

Estimated attendance 35

Will there be an age restriction? Y  N

Minimum age allowed:

How, where and by whom will ID's be checked? Everyone attending  
is over 21

Is there a charge for the beverages? Y \_\_\_\_\_ N

Price structure: \_\_\_\_\_  
Alcohol server(s) \_\_\_\_\_  
Attach Proof of Alcohol Server Training \_\_\_\_\_

Provisions for Security, Detail Officer \_\_\_\_\_

Does the applicant have knowledge of State liquor laws? Y \_\_\_\_\_ N \_\_\_\_\_

Experience \_\_\_\_\_

The following may be required:  
Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application August 30, 2014

Applicant's Signature Deborah Higgins

Applicant's Name Deborah Higgins

Address \_\_\_\_\_  
Phone 6 \_\_\_\_\_

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date \_\_\_\_\_

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date \_\_\_\_\_

Board of Health \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_





# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

September 12, 2016

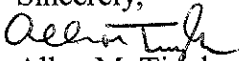
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Christmas Party

I have reviewed the request from Deborah Higgins for a one day liquor license for a Christmas Party/Cookie Swap, to be held at the Thayer House, 2B Oak Street, on December 16, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,

  
Allen M. Tingley  
Chief of Police

# **AGENDA**

## **ITEM #8**

### **Action Items from Previous Meeting**

**Associate backup materials attached:**

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Ongoing
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	On hold
5	4/4/2016	Recreational Facility Improvements	BOS	Ongoing
6	6/20/2016	MS-4 Permit Requirements & IWRMP	DPS & Mult. Boards	Ongoing

# **AGENDA**

## **ITEM #9**

**Approval of Warrants**

**Warrants to be provided at meeting**

# **AGENDA**

# **ITEM #10**

## **Approval of Minutes**

### **Associated backup materials attached:**

- Draft Minutes - April 19, 2016
- Draft Minutes – June 20, 2016
- Draft Minutes - July 11, 2016

**Board of Selectmen’s Meeting  
April 19, 2016, 7:00 PM  
Sanford Hall, Town Hall  
155 Village Street  
Agenda**

**Present: John Foresto, Chair; Maryjane White, Vice-Chair; Richard A. D’Innocenzo, Clerk (7:02 PM); Dennis Crowley, Member.**

Absent: Glenn Trindade, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Tom Holder, Director, Department of Public Services; Stephanie Mercandetti, Community Development Director; Mary Becotte, Communications Director;

\*\*\*\*\*

At 7:00 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.

**Public Comments – Exelon PILOT Questions:** None.

**Public Comments:**

Mr. Jim Coyle asked the Board about the proposed improvements for Choate Park. We would like to have a bocce court installed. There are all kinds of things specifically for children at the park but nothing for older residents. It is something that all ages can play. He added that there is a company in Medway that makes the bocce balls. At this time, Mr. Coyle introduced the Southwest Florida Bocce champion, Mr. Mike Leone.

Mr. Leone reiterated that a bocce court would not only be for seniors but for all ages. He noted that when he was in Florida, the courts were full all the time. Courts are generally 12 feet wide and 60-90 feet long. He added that local vendors can install them, and asked the Board to consider it.

Mr. Boynton explained that an Annual Town Meeting request is for the funds to design the upgrades to Choate Park, but does not include funds to actually construct them. He reported that there had been discussion about expanding the EPFRAC committee with representatives from numerous committees including the Board of Selectmen. Chairman Foresto urged residents to send their suggestions to the Town Administrator.

Ms. Traci Stewart asked for guidance on how many signatures are required for a citizens’ petition for Annual Town Meeting or Special Town Meeting. Mr. Boynton responded that both warrants are closed at this time. She has a petition with 164 signatures for an article designed to establish a moratorium on synthetic turf installation on any Town-Owned land for a period of three years June 2016 to June 2019. She read aloud the article language, adding that this is the same warrant article that passed in Concord, Massachusetts and is currently under review. Selectman Crowley asked why this could not wait until the Fall Town Meeting. Ms. Stewart responded that Fall Town Meeting would be too late to get into the design and engineering of proposed improvements at Choate Park.

Mr. Boynton clarified that any petition that is submitted goes onto the warrant as submitted. Town Counsel would review it and give an opinion, but the article would remain unchanged. If there is an amendment from the floor, it falls to the Town Moderator to determine whether it falls within the four corners (scope) of the article. Brief discussion followed.

1  
2 Ms. Stewart stated that the Board of Health met on this issue [crumb rubber] in March and expressed  
3 disappointment that the Board of Health was talked out of doing anything about it. She reported she  
4 went to Washington DC on this matter and has talked with people from the EPA and other entities. She  
5 went on to describe the particulates as outlined in documentation she shared with the Board. She  
6 believes that the EPA will soon launch a three-year study into the use of crumb rubber. Selectman  
7 Crowley theorized that submission of this article at this time will delay development of all the recreational  
8 upgrades that are currently being proposed.  
9

10 **Public Hearing – Alteration of Alcohol Licensed Premises - Medway Veterans Building Assoc.**  
11 **Inc., 123 Holliston St.:**

12 *The Board reviewed the following information: (1) Documentation for Change Request; (2) Letter –*  
13 *Kenneth McGovern, President of Medway VFW; (3) Sketch of Proposed Additional Premises; (4) Abutter*  
14 *Notification Letter; and (5) Police Chief Recommendation.*

15  
16 Present: John Larney, Quartermaster and Treasurer; Joe Antonellis, attorney for the applicant.  
17

18 **At 7:16 PM Selectman D’Innocenzo moved that the Board open the public hearing on the Medway**  
19 **Veterans Building Association extension of premises request; Selectman White seconded. No**  
20 **discussion. Roll call vote: 4-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; White, aye).**  
21

22 Mr. Antonellis, representing the Medway Veterans Building Association, stated that the purpose of this  
23 request is to expand the area in which alcohol can be served. The area in question would be fenced off  
24 from that of the general public. We are required to come to you for changes in the premises. We  
25 appreciate the expediency in which this matter was added to tonight’s agenda. Mr. Larney is the  
26 quartermaster and treasurer. If approved this evening, the matter then goes to the ABCC for its review.  
27 They want to fence off the pavilion as a separate venue with its own bartender, and they will place  
28 outdoor tables and chairs in the area to the right of the pavilion.  
29

30 Selectman Crowley asked if it is possible to hold events of 300-400 people without police details or  
31 supervision. Mr. Larney responded that he always calls the police for details officers for large parties.  
32 We anticipate attendance at these events to be fewer than 100 people.  
33

34 Chairman Foresto stated that he talked to the abutters whose concern is music out on the pavilion, and  
35 asked that the speakers be pointed away from their bedrooms.  
36

37 It was noted that the Town handled the mailing to abutters. A resident asked if there is any time frame on  
38 the events and serving alcohol outdoors. Mr. Larney responded that he closes the bar at 10 PM.  
39

40 Mr. Boynton stated he was not sure the ABCC has provisions for licenses for premises with two  
41 entrances. Brief discussion followed.  
42

43 **At 7:22 PM Selectman Crowley moved that the Board close the hearing; Selectman White**  
44 **seconded. No discussion. VOTE: 4-0-0.**  
45

46 **Selectman White moved that the Board approve the extension of premises request for the Medway**  
47 **Veterans Association building to include the outside pavilion, as proposed; Selectman D’Innocenzo**  
48 **seconded. No discussion. VOTE: 4-0-0.**  
49

50 **Presentation – Trash and Recycling Program Comparison:**

51 *The Board reviewed a Local Community Comparison Chart.*

1  
2 Mr. Boynton explained that the contract for trash collection expires in June of 2017. This comparison is  
3 like comparing apples to oranges as each community offers different things valued or priced in different  
4 ways. At this time increases to fees are not being proposed. An important addition to the program is the  
5 cost of debt service as it relates to the DPS Facility.  
6

7 Chairman Foresto asked how to obtain input from residents on what they think of the current program and  
8 its offerings. Mr. Boynton responded that Ms. Becotte, Communications Director, can do some outreach  
9 via social media.  
10

11 Continuing, Mr. Boynton reported that the Town wants to research competitors to Waste Management  
12 with the idea that there could be a better deal out there.  
13

14 Mr. Holder explained that there will be a change in the route schedule. Monday is the heaviest burden in  
15 Town and requires two trucks. The change will affect Monday, Thursday and Friday, smoothing out the  
16 pickup among those days. Postcards announcing the change will go out to the 480 affected households  
17 notifying them that the change will occur on July 11.  
18

19 At this time, Selectman Crowley reported that the electronic sign on Pond Street cannot be read. Mr.  
20 Holder responded that he was aware of the problem, noting that the message font is too small.  
21

22 Selectman Crowley stated that lots of people are complaining about brown water, and it seems to be more  
23 than before. Mr. Holder responded that the flushing program began last night and ran from 11 pm – 4 am.  
24 This year we are doing shorter runs in each valving sequence. We are required to flush every year, and we  
25 usually divide the process into two sessions, spring and fall. By shortening the sequencing, it will be more  
26 labor-intensive, but more precise and more effective.  
27

28 **Approval – 40B Technical Assistance – MA Housing Partnership:**

29 *The Board reviewed the following information: (1) Memorandum dated April 13, 2016 from the Director*  
30 *of Community and Economic Development; and (2) Agreement with MA Housing Partnership.*  
31

32 Mr. Boynton reported that the Chapter 40B application has been filed, and part of the requirement is to  
33 secure technical assistance. He requested the Board authorize the Chair to sign the aware letter relative  
34 to the Timber Crest Estates project.  
35

36 **Selectman D’Innocenzo moved that the Board authorize the Chairman to sign the award letter from**  
37 **the MA Housing Partnership for consulting services from Ezra Glenn from PPRI, INC on the Timber**  
38 **Crest Estates project as requested; Selectman White seconded. No discussion. VOTE: 4-0-0.**  
39

40 **Approval – Gale Associates Change Order No. 8– Baseball Field/Storage Building Athletic**  
41 **Facility Improvements - \$37,900:**

42 *The Board reviewed a Proposal from Gale Associates.*  
43

44 Present: Tom Holder, Director, Department of Public Services.  
45

46 Mr. Boynton stated the funds were repurposed from a previous appropriation to help fund the replacement  
47 of trailers at the school and add a shed. Mr. Holder added that there was a list of requested items,  
48 changing the dugouts and backstops as well as the equipment trailers. The trailers could also store  
49 maintenance equipment and other items for use in maintaining the fields.  
50



1 **Selectman D’Innocenzo moved that the Board authorize the Chairman to execute change order**  
2 **number 8 with Gale Associates for services related to the High School Baseball field improvements**  
3 **in an amount not to exceed \$37,900; Selectman White seconded. Selectman D’Innocenzo asked**  
4 **about electrical power. \$4,500 for electrical service is separately quoted but is included in the**  
5 **change order. This is in case the decision is made to not install electricity, the rest of the project can**  
6 **move forward. Selectman Crowley noted that the project cost is \$162,479 after the change order,**  
7 **and asked if there is something exceptional that is driving the cost up. Mr. Holder responded that**  
8 **there is nothing out of the ordinary, noting that there is typically a quote of 15% for consultancy,**  
9 **and 10% for change order impact. VOTE: 4-0-0. [\*Motion amended later in discussion]**

10  
11 A resident identifying herself as Andrea Cur asked why Gale Associates is the only one considered.  
12 From a taxpayer standpoint, there should be a more thorough review of these kinds of costs. Mr. Holder  
13 responded that Gale Associates was originally hired to do the Master Plan. At that time there was a  
14 process through Massachusetts Procurement Law and they were selected. They were also selected to do  
15 the synthetic turf fields. We are able to do this through a change order. If we were to go out to advertise  
16 the project, this could be much more expensive. There are other firms in town and their rates are very  
17 much in line with Gale Associates.

18  
19 Mr. Boynton stated that the big project is not on the warrant. There will be a formal RFP for services on  
20 that as a result of efforts from a citizens committee to define the key elements. There will definitely be a  
21 competitive process.

22  
23 Selectman Crowley asked about \$750 for miscellaneous reimbursable expenses. Should that have been  
24 included in their price? Otherwise those will have to come out of engineering services. He expressed  
25 concern that the cost of the electrical installation may be more than anticipated. He suggested that the  
26 motion be amended to include those.

27  
28 Is there intent to bring electrical power into the storage facility? Mr. Holder responded that there is a  
29 pole with power at the site. When the building (three or four bays) is done, we will then see if we can  
30 afford to do the electrical. Maybe it should be a \$5,000 change order and remove the design services  
31 cost. This would reduce it from \$37,900 to \$32,400. We can come back for additional requests.

32  
33 Mr. Paul Mahoney, identifying himself as a Parks Commissioner as well as a member of EPFRAC and  
34 CPC, reported that the discussion on whether to install electricity went on for over an hour. We felt it  
35 was to be a placeholder for the addition of electric. Selectman Crowley reiterated his preference to hold  
36 it out. Mr. Holder theorized that, if it is removed, Gale Associates will not be able to tell us how much it  
37 costs to do the electrical. Discussion followed on whether to amend the change order amount not to  
38 exceed \$33,400.

39  
40 **\*Selectman D’Innocenzo amended his motion to reflect authorization to execute the change order**  
41 **in an amount not to exceed \$33,400; Selectman White seconded the amendment. No further**  
42 **discussion. VOTE: 4-0-0.**

43  
44 **Discussion - Recreational Areas Program –Proposed Scope Task List:**

45 *The Board reviewed a Memorandum dated April 13, 2016 from the Town Administrator.*

46  
47 Mr. Boynton reported that the Community Preservation Committee was adamant that, even though the  
48 scope of the project was reduced, they want it to be design only at this time. He added that a member-at-  
49 large would be from the Board of Selectmen. It is an aggressive timeline to have it done by the fall, but  
50 definitely in time for the spring.

1 Chairman Foresto cautioned that it will be difficult to get people together over the summer months,  
2 adding that this will take strong leadership given that there are a lot of people who all have different  
3 agendas for this initiative. Mr. Boynton responded that he believes that the public interest is out there to  
4 meet over the summer. Selectman D’Innocenzo stated he was at the meeting and they want a full  
5 conceptualization before it goes to design. Selectman Crowley pointed out that there are already ten  
6 people on the committee, and Selectman D’Innocenzo is still on the EPFRAC. Why is the Historical  
7 Commission being asked to weigh in? Selectman D’Innocenzo responded that the Historical  
8 Commission was asking for ideas on the whole area and if there were historical impacts, noting that it  
9 might revise funding sources. Selectman Crowley expressed concern that increasing the size of the  
10 committee will slow down the process and potentially delay completion of some of the projects if this is  
11 not ready to go by Fall Town Meeting. Discussion followed.

12  
13 Mr. Paul Mahoney theorized that the Community Preservation Committee would like to see the structure  
14 of how it will flow, and that the Friends of Choate are brought into that flow. Can we set up a calendar  
15 of meetings to ensure that the process moves forward whether or not all the groups are represented?  
16

17 Mr. Boynton admitted that Selectman Crowley may be correct in that getting people together over the  
18 summer can be difficult. He expressed concern about participating in a process for a major project that  
19 has constituencies throughout the community, and then not getting it approved because enough people  
20 didn’t weigh in. Brief discussion followed. Selectman Crowley stated he would prefer to get input from  
21 all the groups and see if they are ok with this being ready for the spring.  
22

23 Mr. Boynton reminded the Board that it will still need to provide direction for the Community Preservation  
24 Committee because the \$450,000 has not yet been authorized. Selectman Crowley expressed concern that  
25 the completion date could be in jeopardy. Mr. Boynton responded that they [CPC] need to take a formal  
26 vote on the \$450,000 so that the money for the article can be approved.  
27

28 Ms. Traci Stewart asked about the Playground Committee. Mr. Boynton responded that there was one  
29 that slowly fell apart because nothing happened. Those people who volunteered and participated in the 6-  
30 8 meetings that did take place could be invited to participate again Discussion followed.  
31

32 **Approval – One-Day Liquor License Applications:**

33 *The Board reviewed Applications and Police Chief Recommendations for the following: (1) Medway Veterans,*  
34 *Medway VF May 4 through June 20, 2016; (2) Barbara Strachan, Thayer Homestead, May 22, 2016; and*  
35 *(3) Leslie Guyette, Thayer Homestead, June 19, 2016.*  
36

37 **Selectman D’Innocenzo moved that the Board approve 30 one-day licenses for the Medway**  
38 **Veterans Association for various events to take place at the Medway Veterans building from May 4,**  
39 **2016 through June 2, 2016, and for Barbara Strachan and Leslie Guyette for their events to be held**  
40 **at the Thayer Homestead on May 22 and June 19, 2016 as requested; Selectman White seconded.**  
41 **Chairman Foresto asked that the Board of Selectmen receive notification of each event with the**  
42 **Police Chief recommendation. VOTE: 4-0-0.**  
43

44 **Approval – Special Event Permit Applications:**

45 *The Board reviewed the following information: (1) Public Event Application from Caroline Genco for*  
46 *fundraiser ride; and (2) Email from David Consigli for Turkey Trot.*  
47

48 **Selectman D’Innocenzo moved that the Board approve special event permits for the Christina**  
49 **Clarke Genco Foundation INC. fundraiser ride on May 8, 2016 and the 6th Annual Turkey Trot**  
50 **5K on November 24, 2016 subject to the Police Chief’s recommendations; Selectman White**  
51 **seconded. No discussion. VOTE: 4-0-0.**

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**Action Items From Previous Meeting:**

*The Board reviewed the Action Items List.*

It was noted that work on the Brentwood project is nearing completion.

Selectman Crowley reported that the contract for the Route 109 contract has been signed, and the first construction meeting is being set up. Until we meet with the general contractor, we cannot announce a construction start date.

After brief discussion, it was decided that the item referring to solid waste fee could be deleted.

**Approval of Warrants:**

*The Board reviewed Warrants 16-41, 16-43P and 16-43SP.*

Selectman D’Innocenzo, Clerk, read aloud Warrants 16-41, 16-43P and 16-43SP, presented for approval:

16-41P	Town Payroll	\$	326,495.13
16-43P	town payroll	\$	337,946.58
16-43SP	School payroll	\$	818,460.28
	TOTAL		\$1,482,901.99

**Selectman D’Innocenzo moved to approve the Warrants as read; Selectman White seconded. No discussion. VOTE: 4-0-0.**

**Approval of Minutes:**

*The Board reviewed draft minutes from meetings held on 2/1/16, 2/5/16 and 2/16/16.*

**Selectman D’Innocenzo moved that the Board approve public session minutes from February 1, 2016, as presented; Selectman White seconded. No discussion. VOTE: 3-0-1 – Crowley abstained.**

**Selectman White moved that the Board approve public session minutes from February 5, 2016, as presented; Chairman Foresto seconded. No discussion. VOTE: 3-0-1 Crowley abstained.**

**Selectman White moved that the Board approve public session minutes from February 16, 2016, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.**

**Town Administrator’s Report:**

Mr. Boynton reported that the water main flushing has been completed.

While there are no changes from the Governor’s Budget, Mr. Boynton remained optimistic that Medway will come out ahead in the final budget on state aid.

**Selectmen’s Reports:**

Selectman Crowley asked if the Streets and Walkways List could be posted online with a caveat that it is subject to change and based on available funding.

Chairman Foresto thanked Ms. Potter and all Town Hall staff as well as the Department of Public Services for their efforts in the recent Clean Sweep. Over 200 people participated. We did all the major roads. He noted that the amount of heavy metal items in the first year was unbelievable, while this year

1 (after four years) was mostly road trash. People are taking charge of their items and controlling what  
2 ends up on the roadside.  
3  
4

5 **At 8:35 PM Selectman D’Innocenzo moved that the Board enter into Executive Session under**  
6 **Exemption 3 to discuss strategy with respect to collective bargaining or litigation if an open meeting**  
7 **may have a detrimental effect on the government entity’s bargaining or litigating position**  
8 **[COMMCAN, Inc. Registered Marijuana Dispensary, Cultivation & Processing Facility] if the**  
9 **Chair so declares; and further, under Exemptions 3 and 6 to consider the purchase, exchange,**  
10 **taking, lease, or value of real property if such discussion may have a detrimental effect on the**  
11 **negotiating position of the governmental body [Exelon West Medway, LLC and Exelon West**  
12 **Medway II, LLC, Energy Facilities Siting Board, 181 Main Street, 54R Adams Street, Review of**  
13 **6/15/15, 7/6/15, 7/20/15 & 8/17/15 Executive Session Minutes and Vote on Their Release], not to**  
14 **return to public session; Selectman White seconded. The Chair did so declare. No discussion.**  
15 **Roll Call Vote: 4-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; White, aye).**  
16  
17  
18

19 Respectfully submitted,  
20 Jeanette Galliardt  
21 Night Board Secretary

1 Board of Selectmen's Meeting  
2 June 20, 2016, 7:00 PM  
3 Sanford Hall, Town Hall  
4 155 Village Street  
5

6  
7 Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk; Dennis  
8 Crowley, Member; and Glenn Trindade, Member.  
9

10 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;  
11 Stephanie Mercandetti, Community Development Director; Tom Holder, Director, Department of Public  
12 Services; Jeffrey Lynch, Fire Chief.  
13

14 Others Present: Andy Rodenhiser, Chair, Planning and Economic Development Board.  
15

16 \*\*\*\*\*

17  
18 At 7:00 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.  
19

20 **Public Comments:** None.  
21

22 **Reorganization of Board (Chair, Vice Chair and Clerk)**

23 *There were no background materials.*  
24

25 Chairman Foresto thanked the Town Administrator, Town Departments, and Town Boards and  
26 Committees for their hard work this past year.  
27

28 **Chairman Foresto nominated Glenn Trindade to serve as Chair of the Board of Selectmen;**  
29 **Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**  
30

31 **Selectman Crowley nominated Maryjane White to serve as Vice Chair of the Board of Selectmen;**  
32 **Chairman Trindade seconded. No discussion. VOTE: 5-0-0.**  
33

34 **Selectman Foresto nominated Richard D'Innocenzo to serve as Clerk of the Board of Selectmen;**  
35 **Chairman Trindade seconded. No discussion. VOTE: 5-0-0.**  
36

37 Selectman Foresto and Chairman Trindade switched seats.  
38

39 Selectman Crowley noted that the past year was a tough one with two major projects. He stated that  
40 Selectman Foresto remained very neutral showing great patience in allowing people to express their  
41 opinions. Board members concurred.  
42

43 **Discussion – Eversource Security Fencing on West Street**

44 *There were no advance background materials. Three posters were displayed during the meeting.*  
45

46 Present: Stephanie Mercandetti, Community Development Director; Andy Rodenhiser, Chair, Planning  
47 and Economic Development Board; Eversource representatives: Jack Lopes, Community Relations; Bill  
48 Blanchard, Project Manager; John Ziko, Substation Engineering.  
49

50 Mr. Lopes reported there have been multiple meetings on this project out on West Street. We will  
51 present a construction timetable and basic components of the project.

1  
2 Mr. Blanchard reported that this substation was one that was chosen for upgrades for security purposes.  
3 Upgrades include replacement of the existing chain link with a more secure fence that is difficult to climb  
4 over or dig under, plus it is only 15% transparent. This fence could be 10 feet, 15 feet, or 20 feet in  
5 height, depending on its location on the site. The fence will be replaced within the existing footprint of  
6 the substation.

7  
8 Utilizing large photographs and plans, Mr. Blanchard pointed out the perimeter of the installation, and where  
9 the ten foot fence would be located at the entrance gate. The fence will get taller as it gets closer to the  
10 control house. Mr. Lopes has met with some of the abutters who have expressed no objections. On the third  
11 poster, there were “before” and “after” shots. Brief discussion followed on existing landscaping and the  
12 potential for additional landscaping (trees) to further shield the view.

13  
14 Ms. Stephanie Mercandetti, Community Development Director, reported that this project did not trigger a  
15 meeting with the Zoning Board of Appeals. This could be considered a modification for site plan review.  
16 Mr. Andy Rodenhiser, Chair, Planning and Economic Development Board theorized that something this  
17 extensive should have been presented as part of the Site Plan. This is more than replacing the fence.  
18 With the visual impact, and the amount of attention that this site has received, it should be closely  
19 reviewed. We would be remiss in not holding a meeting on it. Mr. Blanchard stated he has no objection  
20 to meeting with the Planning Board.

21  
22 Mr. John Ziko added that this was a separate project that was not tied to the Plan that came to the  
23 Planning Board. Mr. Blanchard was not aware of the Planning Board meeting.

24  
25 Selectman Foresto expressed concern that power has been turned off in the middle of the day for 20  
26 businesses without notice, significantly impacting those businesses. There have been three major outages  
27 this year, and people have lost a lot of money due to the loss of business.

28  
29 Selectman Crowley stated that Eversource has not been a good neighbor in Medway from the beginning.  
30 Reiterating Selectman Foresto’s comments, there have actually been five outages. One of the restaurants  
31 lost a lot of food in refrigerators, and The Muffin House lost power to ovens resulting in the loss of  
32 sixteen dozen muffins. Abatement funds are sitting in an account and we cannot touch those funds.

33  
34 The Board’s recommendation was to refer it back to the Planning Board, and encouraged Mr. Blanchard  
35 to work with Susy Affleck-Childs, Planning and Economic Development Coordinator, in getting on the  
36 Planning Board agenda.

37  
38 **Presentation - Stormwater Management Presentation**

39 *The Board reviewed the following information: PowerPoint presentation entitled “Medway’s Stormwater*  
40 *Management Program & NYDES MS4 Permit”.*

41  
42 Present: Tom Holder, Director, Department of Public Services; Kirsten Ryan, Kleinfelder.

43  
44 Mr. Holder provided a brief introduction. Ms. Ryan stated she will move quickly through the  
45 presentation, focusing on the grant and the funding options.

46  
47 Utilizing a PowerPoint presentation, Ms. Ryan explained what the permit means and provided  
48 descriptions of basic components. The current estimated annual program costs are \$275,000 but the  
49 community should be increase that figure to \$475,000 each year to cover costs or requirements that may  
50 be presently undefined or unanticipated. She briefly reviewed the requirements at different levels, i.e.,  
51 during the second year, during the first five years, and other points during the 20-year plan. Discussion

1 followed. Is there too much parking [impervious surface] being required which affect the amount of  
2 runoff and stormwater? Mr. Rodenhiser reported that the Planning Board is already looking at this.

3  
4 Ms. Ryan continued with the presentation, explaining the grant and the timeline requirements. The red  
5 shading represents when something is due, while the blue is when Medway should begin another task so  
6 that the resulting impact is minimized. Mr. Rodenhiser asked what “site selection” meant. Ms. Ryan  
7 responded that it means identification of potential locations can begin, possibly around year 4. Chairman  
8 Trindade theorized that the acquisition of land should begin sooner than year 4 as it takes a long time to  
9 complete the purchase. Mr. Rodenhiser asked if there is a way to determine areas of town that may need  
10 increased attention, i.e. more land for runoff or filtration versus others that use less. Selectman Crowley  
11 cautioned that the planning needs to begin, but not necessarily the purchase of land. Those acquisitions  
12 could happen later, maybe five or ten years down the road.

13  
14 Selectman Foresto asked how Medway might suffer if surrounding communities do not do what they are  
15 supposed to. Ms. Ryan responded that, if Medway executes its plan, it would need to be in compliance  
16 with the permit.

17  
18 Funding options for the Stormwater Program could include:

- 19 A. Tax Override/General Fund
- 20 B. Municipal Water Infrastructure Investment Fund
- 21 C. Stormwater Utility (user fee) which would be based on percentage of impervious surface on any  
22 property. This would require a Town Meeting vote to establish.

23  
24 Mr. Rodenhiser suggested laying out the timetable sooner so that residents could begin planning their  
25 upgrade projects, i.e., driveways or parking lots. Chairman Trindade expressed concern that the hard part  
26 is getting the word out to people so they can begin that planning.

27  
28 Mr. David Blackwell, 2 Milford Street, asked what methods would be employed to encourage property  
29 owners to mitigate their discharge. If property owners with the same square footage have differing  
30 mitigations, what is an equitable way of applying the user fee? Discussion followed on budget changes,  
31 projections, criteria for a user fee, etc.

32  
33 Brief discussion followed on recommended next steps in FY17, it is anticipated that there will be an  
34 updated presentation in July. Selectman Crowley expressed concern that that there needs to be a way to  
35 track progress and goal attainment. This could be a list of tasks with associated timeline points for the  
36 next 12, 18, or 24 months.

37  
38 **Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension**

39 *The Board reviewed the following information: (1) Memorandum dated June 16, 2016 from the Director of*  
40 *the Department of Public Services; (2) 2012 Master Service Contract; and (3) Proposed Amended Contract.*

41  
42 Present: Tom Holder, Director, Department of Public Services.

43  
44 Mr. Holder stated he would like to extend the existing contract for two additional years. We are well  
45 served by this company and strongly recommend this. The funds will come out of our operational budget  
46 and also augmented by grant funds.

47  
48 Selectman Crowley expressed concern that there is no fee identified in the contract. Mr. Holder  
49 responded that the fee structure comes from the consultants. This approval generates a letter of  
50 understanding. He added that he could ask them to provide a rate structure.

51

1 Chairman Trindade suggested this matter be postponed until the next meeting; the Board concurred.

2  
3 **Approval – 2 Year Contract for Road Servicing – TASCOS Construction, Inc. - \$200,000**

4 *The Board reviewed the following information: (1) Memorandum dated June 2, 2016 from the Director of*  
5 *the Department of Public Services; and (2) Contract.*

6  
7 Mr. Holder stated this is part of our annual contracts. We had renewed a contract with a local group  
8 which did not work out. This is the lowest responsive bidder and we checked out their references.

9  
10 **Selectman Foresto moved that the Board authorize the Chairman to execute a two-year contract**  
11 **with TASCOS Construction, Inc. for asphalt and concrete repair and catch basin structure**  
12 **adjustments in an amount not to exceed \$200,000, and subject to funding in year 2; Selectman**  
13 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

14  
15 **Approval –2 Year Contract for Sewer Jet Cleaning & Inspections - Clogbusters Underground**  
16 **Technologies, Inc. - \$10,000**

17 *The Board reviewed the following information: (1) Memorandum dated June 20, 2016 from the Director*  
18 *of the Department of Public Services; and (2) Contract.*

19  
20 Mr. Holder reported that this is a renewal of an existing contract. This company performs all the high-  
21 pressure sewer and drain cleaning as the Town does not have that kind of equipment.

22  
23 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**  
24 **Clogbusters Underground Technologies in an amount not to exceed \$10,000, and subject to funding**  
25 **in year 2; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26  
27 **Contract Approval – On Call Planning and Grant Writing Services – PGC Assoc.**

28 *The Board reviewed the following information: (1) Memorandum from Susan Affleck-Childs, Planning*  
29 *and Economic Development Coordinator; and (2) Contract.*

30  
31 Mr. Rodenhiser reported that Mr. Gino Carlucci, who is associated with MAPC, also serves as a liaison to  
32 SWAP. He helps the Planning Board with writing complicated decisions and the reports that will support  
33 those decisions as well as consulting services looking at maps and researching boundaries. This contract  
34 provides that Mr. Carlucci is also available to other Town departments. Billing is for on call services, and  
35 not a fee for the contract period.

36  
37 **Selectman Foresto moved that the Board authorize the Chairman to execute a three-year contract**  
38 **with PGC Associates for consulting planning services; Selectman D’Innocenzo seconded. No**  
39 **discussion. VOTE: 5-0-0.**

40  
41 **Contract Approval – Ambulance Billing Services – Pro-EMS Solutions:**

42 *The Board reviewed the Contract.*

43  
44 Fire Chief Jeffrey Lynch reported that three bids were submitted. Our collection rate has increased  
45 substantially and they have done a great job for us.

46  
47 **Selectman D’Innocenzo moved that the Board execute a contract with Pro-EMS Solutions, Inc. for**  
48 **ambulance billing and collection services in an amount not to exceed 4% of collected revenue, as**  
49 **requested; Selectman White seconded. It was noted that the current contract has expired. VOTE: 5-0-0.**

50  
51 **Approval – Contract with Bulldog Fire Apparatus for Engine 2 Refurbishment - \$76,700:**



1 *The Board reviewed a Draft Contract. It was noted that the final contract is in process.*

2  
3 Chief Lynch briefly outlined the components of the refurbishment.

4  
5 **Selectman D’Innocenzo moved that the Board award a contract for the refurbishment of Fire**  
6 **Engine 2 to Bulldog Fire Apparatus, Inc. in the amount of \$76,668, with said total including bid**  
7 **alternates 1 - \$3,492.00 and 2 - \$1,880.00, and to further authorize the Town Administrator to**  
8 **execute the contract and approve any additional repairs to the vehicle identified during the**  
9 **refurbishment process not to exceed \$20,000; Selectman Foresto seconded. Selectman Crowley**  
10 **expressed concern that there was no performance bond, Town Counsel approval or certificate of**  
11 **insurance. Selectman D’Innocenzo amended his motion the contract will be awarded subject to the**  
12 **receipt of these items; Selectman White seconded the amended motion. No further discussion.**  
13 **VOTE: 4-1-0 Crowley oppose.**

14  
15 **Contract Award – Specialty Vehicles, Inc. for Purchase of New Ambulance - \$259,686:**

16 *The Board reviewed the following information: (1) Contract; (2) Sales Contract; and (3) Cost Detail.*

17  
18 Chief Lynch stated that this purchase is to replace an ambulance, not adding one. This particular one  
19 includes a new stretcher system which is required by a new law. It helps to reduce back injuries during  
20 transport. Responding to a question from Selectmen White, Chief Lynch stated that putting this  
21 ambulance into service will help the Town move to an all-ALS service. Once ordered, the ambulance  
22 should be delivered in approximately 120 days. Existing vehicles are showing their wear.

23  
24 **Selectman D’Innocenzo moved that the Board award a contract for the purchase of a new ambulance**  
25 **and related equipment to Specialty Vehicles, Inc. of North Attleborough in the amount of \$259,686**  
26 **and authorize the Town Administrator to execute the contract once the certificate of insurance, Town**  
27 **Counsel review, tax compliance report from Town Accountant and certificate of authority have been**  
28 **received; Selectman Foresto seconded. No discussion. VOTE: 4-1-0 – Crowley oppose.**

29  
30 **Contract Approval – Consulting Services Related to Appellate Tax Board Cases – George E.**  
31 **Sansoucy, P.E. LLC:**

32 *The Board reviewed the associated Contracts.*

33  
34 **Selectman Foresto moved that the Board authorize the Chairman to execute three contracts with**  
35 **George Sansoucy for Appellate Tax Board cases for NStar Electric, Bay State Gas, and Bell**  
36 **Atlantic in mounts not to exceed \$10,000, \$10,000 and \$2,000 respectively, as presented; Selectman**  
37 **D’Innocenzo seconded. It was noted that Town Counsel does not sign off until all associated**  
38 **documents are received. VOTE: 5-0-0.**

39  
40 Chairman Trindade announced that it is the intention of the Board that all contracts will have all  
41 supporting documents provided before they are placed on a meeting agenda.

42  
43 **Approval – Inter-municipal Agreement with Millis for Animal Control Services:**

44 *The Board reviewed the Agreement.*

45  
46 It was noted that this is contract is for only three years because Millis cannot enter into a contract for a  
47 period longer than that.

48  
49 **Selectman Foresto moved that the Board approve an Inter-Municipal Agreement with the Town of**  
50 **Millis for Animal Control Services for a three-year period; Selectman D’Innocenzo seconded. No**  
51 **discussion. VOTE: 5-0-0.**

1  
2 **Discussion/Vote – Counsel Representation for Cable License Renewal Process**

3 *There were no background materials.*  
4

5 Selectman Foresto explained that the Cable Committee was not happy with this person’s performance.  
6 Brief discussion followed.  
7

8 **Selectman Foresto moved that the Board vote to terminate the services of Peter Epstein relative to**  
9 **representation for Cable License Renewal processes; Selectman D’Innocenzo seconded. No**  
10 **discussion. VOTE: 5-0-0.**  
11

12 **Approval – One-Day Liquor License Requests**

13 *The Board reviewed applications and Police Chief recommendations for the following individuals for*  
14 *their respective Thayer Homestead events: (1) Steve & Sue Houde – July 8, 2016; (2) Michael Josephs –*  
15 *July 9, 2016; (3) Patrick Smith –July 22, 2016; (4) Brittany O’Malley – July 23, 2016; and (5) Tom*  
16 *Amlicke –July 31, 2016.*  
17

18 **Selectman D’Innocenzo moved that the Board approve one-day liquor licenses for Steve & Sue**  
19 **Houde, Michael Josephs, Patrick Smith, Brittany O’Malley, and Tom Amlicke on the dates**  
20 **requested for their respective events at the Thayer Homestead subject to the Police Chief’s**  
21 **recommendations and evidence of appropriate insurance coverage. No discussion. VOTE: 5-0-0.**  
22

23 **Annual Committee Appointments (cont.)** (see list at end of agenda)

24 *The Board reviewed the FY17 List of Reappointments and Vacancies.*  
25

26 Ms. Potter, Assistant Town Administrator, reported that these were not available for review at the last  
27 meeting.  
28

29 Chairman Trindade read aloud the existing vacancies on the following groups: Cemetery Commission,  
30 Council on aging, Disability Committee, Energy Committee, Historical Commission, Medway Cultural  
31 Counsel, and Pride Day Committee.  
32

33 **Selectman Foresto moved that the Board reappoint the incumbent Board and Committee members**  
34 **as listed on the summary sheet for the customary terms associated with their respective boards and**  
35 **committees; Selectman White seconded. No discussion. VOTE: 5-0-0.**  
36

37 **Assignment of Board of Selectmen Liaison Designations**

38 *The Board reviewed a proposed list of Liaison Assignments.*  
39

40 Brief discussion followed on the assignments. Board members expressed no objections to the list as  
41 presented.  
42

43 **Approval of Warrants**

44 *The Board reviewed Warrants 16-52 and 16-52S.*  
45

46 Selectman D’Innocenzo read loud Warrants 16-52 and 16-52S, dated 6/23/16, presented for approval:  
47

48	16-52S	School Expense	\$446,791.85
49	16-52	Town Expense	<u>\$487,778.28</u>
50		TOTAL	\$934,570.13

51

1 **Chairman Trindade moved that the Board approve Warrant as read; Selectman White seconded.**  
2 **No discussion. VOTE: 5-0-0.**

3  
4 **Approval of Minutes**

5 *The Board reviewed draft minutes from December 21, 2015.*

6  
7 **Selectman White moved that the Board approve the minutes of December 21, 2015 as written;**  
8 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

9  
10 **Town Administrator's Report**

11 Mr. Boynton reminded the Board of Missy Dziczek's retirement party at the Senior Center.

12  
13 The next Board of Selectmen meeting will be July 11.

14  
15 The Sign Bylaw Review Task Force will be meeting tomorrow, and Town Counsel will be present.

16  
17 The new Direct Tire store will be having a ribbon cutting early in July. Mr. Boynton asked Board  
18 members to contact the Assistant Town Administrator if available to attend.

19  
20 **Selectmen's Reports**

21 Selectman Crowley extended congratulations to the high school baseball team who made it to the semi-  
22 finals. He also announced that the contract with the State for the Route 109 Project has been signed.

23  
24 Selectman White reported that students at the Memorial School planted gardens and later harvested the  
25 bounty. She also stated she would be attending the Suffolk University commencement where two staff  
26 members are receiving diplomas.

27  
28 Selectman D'Innocenzo reported that the scholarship alumni game was played at the Maddie Lamson  
29 Field this past Saturday.

30  
31 Selectman Foresto reported that the ribbon cutting for the new Maker Space at the public library will be  
32 Saturday morning, June 25.

33  
34 Selectman Foresto reminded residents that Medway Family Day will be held on July 16, 2 – 9 PM.  
35 There will be a climbing wall, pony rides, racetrack, music, Claflin Hill Music and fireworks in the  
36 evening. Food is reasonably prices, and all events are free.

37  
38  
39 **At 8:47 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.**  
40 **VOTE: 5-0-0.**

DRAFT

Board of Selectmen's Meeting  
July 11, 2016 -- 7:00 PM  
Sanford Hall, Town Hall  
155 Village Street

Present: Glenn Trindade, Chair; Maryjane White, Vice-Chair; Richard A. D'Innocenzo, Clerk; Dennis Crowley, Member; John Foresto, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Allen Tingley, Police Chief; David D'Amico, Deputy Director, Department of Public Services; Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

\*\*\*\*\*

At 7:00 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.

**Public Comments:** None.

**Approval – Inter-fund Borrowings for Ambulance- \$140,000, Septic Betterment Loan - \$200,000, and Brentwood Drainage Project - \$55,000:**

*The Board reviewed the following information: (1) Memorandum dated July 7, 2016 from the Finance Director; (2) DLS Advance of Funds in Lieu of Borrowing Forms for Each Project; and (3) Brentwood Project Spending Report.*

Present: Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

Ms. Pratt reported that the plan is to have the Board execute the borrowings tonight, and authorize two additional ones for a total of \$2.9 million. "Inter-Fund" means that the Town has the funds on hand to cover the borrowing. These actions will allow the specified departments to move forward with projects while awaiting the funds to be replaced in the fall. Responding to a question from the Board, Ms. Russo stated the funds will generally come from the Stabilization Fund and General Fund. Discussion followed on interest rates and current account balances.

**Selectman Foresto moved that the Board vote to approve the Advance of Funds in Lieu of Borrowing Authorizations for the projects and in the amounts requested; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

**Approval – Contract with Tetra Tech for Engineering & Consulting Services:**

*The Board reviewed the following information: (1) Memorandum dated July 7, 2016 from the Planning and Economic Development Coordinator; and (2) Contract.*

Mr. Boynton stated that this is a general services "blanket" contract with Tetra Tech. Most reviews are paid for out of a separate fund when the work is for the Planning Board. This contract is for other field work performed for the Town. There is a slight increase in the hourly fees from the previous contract, yet the rates are below what is considered "market" rate.

Selectman Foresto asked if this contract is in lieu of having professional engineer on staff. How much was spent last year? Mr. Boynton responded FY16's expense relative to this contract was \$110,000 and \$75,000 of it was spent on Planning Board services. This is a two-year contract.

1  
2 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with Tetra**  
3 **Tech for Consulting & Engineering Services, as presented; Selectman D’Innocenzo seconded. No**  
4 **discussion. VOTE: 5-0-0.**

5  
6 **Approval – Contract with Sansoucy P.E. LLC for Utility Valuation Services - \$6,000:**

7 *The Board reviewed the following information: (1) Memorandum dated July 6, 2016 from the Assessors;*  
8 *and (2) Contract.*

9  
10 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**  
11 **Sansoucy for utility valuation services in an amount not to exceed \$6,000; Selectman D’Innocenzo**  
12 **seconded. No discussion. VOTE: 5-0-0.**

13  
14 **Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension:**

15 *The Board reviewed the following information: (1) Memorandum dated June 16, 2016 from the Director*  
16 *of the Department of Public Services; (2) Kleinfelder Fee Schedule; (3) 2012 Master Service Contract;*  
17 *and (4) Proposed Contract Amendment.*

18  
19 Present: David D’Amico, Deputy Director, Department of Public Services.

20  
21 Mr. D’Amico stated this contract is for work centered on changes in regulations. \$39,000 was spent this  
22 year on storm related work. \$82,000 will be spent on work relative to the study that is coming up.

23  
24 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract amendment**  
25 **with Kleinfelder Northeast, Inc. as presented; Selectman D’Innocenzo seconded. No discussion.**  
26 **VOTE: 5-0-0.**

27  
28 **Approval – Contract with Giombetti Electric, Inc. for Installation of Generator Key Interlock**  
29 **System at High School - \$24,039:**

30 *The Board reviewed the following information: (1) Memorandum dated July 11, 2016 from the Director*  
31 *of the Department of Public Services; and (2) Contract.*

32  
33 Mr. D’Amico stated the department was looking for an emergency shelter. The generator at the high  
34 school is not powerful enough if there were a significant number of people being housed there. The  
35 installation identified in this contract gives us the infrastructure to support a sizable generator that would  
36 power the school.

37  
38 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**  
39 **Giombetti Electric, Inc. for the installation of a generator system in an amount not to exceed**  
40 **\$24,039, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

41  
42 **Approval – Contract with TASCOC Construction, Inc. for Culvert Repair & New Drainage -**  
43 **\$143,000:**

44 *The Board reviewed the following information: (1) Memorandum dated July 11, 2016 from the Director*  
45 *of the Department of Public Services; and (2) Contract.*

46  
47 Mr. D’Amico reported that a culvert collapsed on Village Street, and we need to repair the culvert and  
48 then repave the road. This has been on the wait list for some time.

1 **Selectman D’Innocenzo moved that the Board authorize the Chairman to execute a contract with**  
2 **TASCO Construction for culvert repairs and new drainage in an amount not to exceed \$143,000;**  
3 **Selectman White seconded. No discussion. VOTE: 5-0-0.**

4  
5 **Approval – Location of a Swimming Pool within Drainage Easement - 15 Tulip Way:**

6 *The Board reviewed the following information: (1) Quitclaim Deed; (2) As-built Plan; and (3) Map*  
7 *showing easement and placement of pool.*

8  
9 Selectman Crowley explained that a resident was installing a pool and learned that there was an easement  
10 in that location. DPS staff investigated and found that the easement could be moved approximately 20  
11 feet away from the pool location and still accommodate the Town’s drainage needs. Town Counsel  
12 advises that the Town cannot grant a permanent easement now, but can grant a temporary easement and  
13 put the matter on the Fall Town Meeting warrant. Selectman Crowley asked that the Department of  
14 Public Services issue a letter stating that there is no impact on the use of the drainage easement if it is  
15 shifted to the side. Discussion followed.

16  
17 **Selectman Foresto moved that the Board grant temporary authorization for the location of a**  
18 **swimming pool by the owner within the Town’s drainage easement at 15 Tulip Way. Said location**  
19 **shall not interfere with the function and purpose of the drainage easement and shall be approved**  
20 **by the Medway Department of Public Services prior to installation of the swimming pool. Further,**  
21 **the owner shall provide on or before September 1, 2016 a survey plan prepared by a Registered**  
22 **Surveyor detailing proposed revised easement boundaries that exclude the new swimming pool**  
23 **location, with the understanding that the owner proceeds at his own risk and that this matter will**  
24 **be presented to Town Meeting which must approve any actual easement relocation; Selectman**  
25 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26  
27 **Grant Expenditure Authorization – Green Communities Competitive Grant - \$216,577:**

28 *The Board reviewed the following information: (1) Letter/Grant Award; and (2) Grant Proposal, voted*  
29 *by the Board at its March 21, 2016 meeting.*

30  
31 Mr. Boynton explained the specific amounts noted within the grant award letter, as follows:

- 32  
33 \$89,988 -- Various Streets in Town, Streetlights Conversion to LEDs;  
34 \$87,495 -- Medway Police Department Headquarters, Install an Energy Management System;  
35 \$12,386 -- Medway Fire Station #1, Retrofit Lights with LEDs and Install New Sensors; and  
36 \$26,708 – Medway Library, Retrofit Lights with LEDs and Install New Sensors  
37

38 **Selectman D’Innocenzo moved that the Board authorize the expenditure of the Green Communities**  
39 **Competitive Grant in the amount of \$216,577; Selectman White seconded. No discussion.**  
40 **VOTE: 5-0-0.**

41  
42 **Discussion/Vote – Chapter 70 Resolution – Medway School Committee:**

43 *The Board reviewed the following information: (1) Correspondence, Medway School Committee; and*  
44 *(2) Chapter 70 Resolution.*

45  
46 Mr. Boynton provided a brief explanation of the Foundation Budget Review Committee initiative to  
47 secure increased education funding. Selectman Crowley asked where the money will come from. Mr.  
48 Boynton responded that he will ask the School Committee to meet with the Board to explain it.

49  
50 The Board opted to take no action on this matter. Mr. Boynton will try to schedule the School Committee  
51 to come in on August 1.

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**Approval – One-Day Liquor License Requests:**

*The Board reviewed Applications and Police Chief Recommendations for the following Thayer Homestead events: (1) Suzanne Giangarra -- July 24, 2016; (2) Laurie Insel – August 6, 2016; (3) Tricia Sharpe – August 7, 2016; (4) Matt Zajac – August 19, 2016; (5) Judi Notturmo – August 21, 2016; (6) Martha White – September 1, 2016; and (7) Peter & Kristin Sigrist – September 5, 2016.*

**Selectman Foresto moved that the Board authorize one-day liquor licenses for Suzanne Giangarra, Laurie Insel, Tricia Sharpe, Matt Zajac, Judith Notturmo, Martha White and Kristen & Peter Sigrist for their events at the Thayer Homestead on July 24, August 6, August 7, August 19, August 21, September 1 & September 5, 2015 respectively, subject to the Police Chief’s recommendations and proof of appropriate insurance coverage; Selectman D’Innocenzo seconded. It was noted that Chief Tingley says there have been no issues with the events held at this venue. No further discussion. VOTE: 5-0-0.**

**Action Items from Previous Meeting:**

*The Board reviewed the Action Item List.*

Mr. Boynton reported that the Route 109 project has been given a green light. Signage will go up to announce that the project will be starting. Public meetings will be held in the next couple of weeks to update businesses and residents.

Mr. Boynton noted that work on the DPS Facility has been on hiatus since original cost estimates came in, adding that the market has changed substantially since planning began. He indicated he would like to resurrect this as the Town’s financial status will be clarified in the coming weeks. Discussion followed.

Regarding Recreational Facility Improvements, Mr. Boynton stated that correspondence has gone out to various committees and boards that will play a role in this project. The EPFRAC committee is already in existence, and they have asked for representatives from the Historic District Commission, Finance Committee and Friends of Choate. Those names should be submitted to the Town Administrator’s office as soon as possible. Selectman Crowley expressed concern that a group of 20 members might have a difficult time getting anything accomplished. Chairman Trindade emphasized that all participating groups have to be present so that a quorum is available at every meeting, and let those people know that there will be an accelerated meeting schedule. Discussion followed on whether a member should be removed from the committee if they miss two consecutive meetings. Selectman D’Innocenzo, EPFRAC Chair, suggested that each member designate an alternate who can attend the meeting in their place and submit that name to the Town Administrator. Lastly, Chairman Trindade expressed concern that the group’s activities might vary somewhat from the scope of the article and suggested a discussion with Town Counsel. Mr. Boynton did not think the group’s activities would be a problem.

**Approval of Warrants:**

*There was no Warrant to approve.*

**Approval of Minutes:**

*The Board reviewed draft minutes from public sessions held on March 21, 2016; April 4, 2016 and May 9, 2016.*

**Selectman Crowley moved that the Board approve the public session minutes from March 21, 2016, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

Selectman Crowley asked for clarification of a section of the April 4, 2016 minutes. The Board opted to hold review of these for the time being.

1  
2 **Selectman Foresto moved that the Board approve the public session minutes from May 9, 2016, as**  
3 **presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**  
4

5 **Town Administrator's Report:**

6 Mr. Boynton expressed appreciation to the Fire Department for their efforts last week battling a recent  
7 house fire and a stables fire. He reported that all the horses were saved, mostly due to the water wall.  
8 Ms. Brenda Hamblin, Animal Control Officer, was instrumental in keeping the animals calm and safe.  
9 The barn was also saved. Other communities provided assistance, and there was no serious injury to  
10 firefighters.

11  
12 Mr. Boynton also provided brief updates on road and sidewalk improvements and the State budget. He  
13 reported that the FY2016 final amount collected under the Meals Tax was \$138,000.  
14

15 **Selectmen's Report:**

16 Selectman Crowley asked for an update on the proposed assisted living complex. Mr. Boynton stated  
17 that the facility will be purchasing a radio box fire alarm system for the Town. The real estate closing on  
18 the property is scheduled for this fall. It is anticipated that construction will begin shortly thereafter or  
19 early 2017.  
20

21 Selectman Crowley asked Mr. Boynton to request that Ms. Stephanie Mercandetti provide an update on  
22 the Redevelopment Authority. It will likely be in September.  
23

24 Selectman Foresto reminded residents of Medway Day taking place this Saturday, July 16, beginning at 2 pm.  
25 There will be lots of activities ending with fireworks.  
26  
27

28 **At 8:26 PM Selectman Foresto moved to adjourn; Selectman D'Innocenzo seconded. No**  
29 **discussion. VOTE: 5-0-0.**  
30  
31

32 Respectfully submitted,  
33 Jeanette Galliardt



# **AGENDA**

## **ITEM #11**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #12**

**Selectmen's Reports**