



Office of the
BOARD OF SELECTMEN
272 Main Street
Townsend, Massachusetts 01469

Sue Lisio, *Chairman*

Colin McNabb, *Vice-Chairman*

Carolyn Smart, *Clerk*

Andrew J. Sheehan,
Town Administrator

Office (978) 597-1701
Fax (978) 597-1719

AGENDA
NOVEMBER 18, 2014, 7:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 Call the meeting to order and roll call.
- 1.2 Pledge of Allegiance
- 1.3 Announce that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions:
- 1.5 Board of Selectmen announcements, updates, and reports. Votes may be taken.
- 1.6 Town Administrator updates and reports. Votes may be taken.
- 1.7 Approval of meeting minutes: November 4, 2014. Votes may be taken.

II APPOINTMENTS AND HEARINGS

- 2.1 7:05 Bicycle Safety Certificates: Police Chief Erving M. Marshal, Jr., will be present to award safety certificates. Votes may be taken.
- 2.2 7:15 Townsend Ashby Youth Soccer Association (TAYSA) to discuss the renewal of the lease of Squannacook Meadows and general operation of the fields. Votes may be taken.
- 2.3 7:30 Cable Television Advisory Committee (CTAC): The Committee will be present to discuss the renewal of the cable franchise agreement with Comcast. Votes may be taken.

III MEETING BUSINESS

- 3.1 Kinder-Morgan Northeast Direct Pipeline: Project Update. Votes may be taken.
- 3.2 Continue discussion of funding for legal services associated with the Northeast Energy Direct gas pipeline project. Votes may be taken.
- 3.3 Special Town Meeting: Review and discuss articles for Special Town Meeting on December 3, 2014. Votes may be taken.
- 3.4 Review Board of Selectmen policy: Policy #2-05 Sick Time Donation. Votes may be taken.
- 3.5 Review and comment on Mandatory Referral Notices from the Board of Appeals and Planning Board relative to the North Middlesex Regional High School project at 19 Main Street. Votes may be taken.
- 3.6 Unutil substation: review draft correspondence. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS:

- 4.1 Zoning Board of Appeals: Review the request of the Zoning Board of Appeals to appoint Kelly L. Chambers to fill the unexpired term of Julie Johnson for a term running from the date of appointment until June 30, 2017. Votes may be taken.

V WORK SESSION

- 5.1 Review and sign payroll and bills payable warrants. Votes may be taken.



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1.7

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Colin McNabb, *Vice-Chairman*

Carolyn Smart, *Clerk*
Office (978) 597-1701
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MEETING AGENDA
NOVEMBER 4, 2014, 7:00 P.M.
MEETING HALL
12 DUDLEY ROAD, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 7:02PM the Chairman called the meeting to order and roll call showed Sue Lisio, Chairman (SL), Colin McNabb, Vice-Chairman (CM), and Carolyn Smart, Clerk (CS) present.
- 1.2 Pledge of Allegiance: The Board observed the Pledge of Allegiance.
- 1.3 SL announced that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions.
- 1.5 Board of Selectmen announcements, updates, and reports:
 - SL referred to an email she received asking why Town Meeting articles do not include a dollar amount. Town Administrator Andrew Sheehan (AS) explained that it is common practice to leave the amount blank and fill it in on the floor of Town Meeting. This way there is flexibility in case an amount changes.
 - CM read an announcement about Veterans Day ceremonies.
 - CS asked about permitting for the High School project. AS reported that he and Richard Hanks, Building Inspector, will be meeting to discuss permitting and inspections.
 - CS asked about the Route 119 paving project and impact on sidewalk construction. AS reported that there is correspondence in the files from 2006 estimating that cost of design of a sidewalk from the high school to the Common would be \$200,000-250,000. Only \$100,000 was appropriated and the funds remain available. He said Ed Kukkula, Highway Superintendent, is seeking a new estimate. The Board asked that this be added as an agenda item.
 - CS raised an objection about AS negotiating the salary with the newly appointed Town Accountant. CS said only the BOS can negotiate with the Town Accountant. She added that the position should be removed from the compensation and classification plan and should have a contract. SL asked for a motion to adopt the Town Administrator's recommendation. CS moved to start new Town Accountant Terry Walsh at grade 9, step 8. CM seconded. 2-1 (CS opposed).
- 1.6 Town Administrator updates and reports. AS gave the following updates:
 - AS reported that the Devens Household Hazardous Products Collection Center will be open November 5 and 8 from 9AM-12 noon.
 - He said due to the Veterans Day holiday payroll and vendor warrants will be available for the Board to sign on Monday.
- 1.7 Approval of meeting minutes: October 21, 2014. CS moved to approve the meeting minutes of October 21, 2014. CM seconded.

- 4.2 Review request of Police Chief Erving M. Marshall, Jr. to appoint Jeffrey J. Giles as a full time police officer with a nine-month probationary period pending the completion of psychological testing. Chief Marshall introduced Jeffrey Giles. CS moved to appoint Jeffrey J. Giles as a full time police officer with a nine-month probationary period pending the completion of psychological testing with a term from November 4, 2014 to June 30, 2015. CM seconded. Unanimous.

II APPOINTMENTS AND HEARINGS

- 2.1 EXECUTIVE SESSION to conduct contract negotiations with the Deputy Police Chief, pursuant to GL c. 30A, s. 21, (a)(2). At 7:22 CS moved to enter executive session to conduct contract negotiations with the Deputy Police Chief, pursuant to GL c. 30A, s. 21, (a)(2). CM seconded. CS aye; CM aye; SL aye. At 7:33 the Board returned to open session.
- 2.2 Information Technology upgrades: Discuss options for upgrading the Town's information technology infrastructure. AS gave a brief summary of the Town's IT system, stating that it has served us well, but is in need of investment. He said two IT assessments have been done, both of which made similar recommendations. Melissa Hermann (MH) of Townsend Technologies, the Town's IT vendor, summarized the IT plan she prepared, stating that she identified the top five items. SL asked if this constitutes a capital acquisition and AS said it does not. A discussion ensued about hosted Exchange vs. Exchange server managed in-house. Steve Cloutier, the Town's former IT vendor, was present and said hosted Exchange takes a lot of the burden off in-house staff and might be a better investment in the long term. He also said the Town must be sure that records are archived in accordance with the laws. Deputy Police Chief Dave Profit said the Police Department has had proprietary Exchange and has looked at hosted Exchange. He believes the difference in costs is not significant. In response to a question about backups, MH said there are a number of options available and she has budgeted \$2,500. MH said she would aim to have new desktops installed by the end of 2014 and the other components by July 1, 2015. The Board was generally supportive of the plan. SL asked that they keep refining the plan and develop more specifics.

III MEETING BUSINESS

- 3.1 Kinder-Morgan Northeast Direct Pipeline: Project Update. AS provided a brief update on the pipeline project. There are new maps on the website that overlay the Kinder Morgan maps onto tax maps; the next Coalition meeting is November 17 in Dunstable; he mentioned the open houses in Pepperell, Hollis, and Ashburnham; the Statewide stop the pipeline summit is on November 15 at Monty Tech in Fitchburg.
- 3.2 Discuss funding for legal services associated with the Northeast Energy Direct gas pipeline project. The Board discussed whether to ask Town Meeting for funds to retain legal counsel. CS said she has no dollar amount in mind, but feels we should be researching potential costs and special counsel. The Board came to no decision and tabled the item.
- 3.3 Unitil substation: Update. AS said he asked Unitil to retain a consultant to measure the noise generated by their mobile generators and develop a noise mitigation plan. He has not heard back from them yet. SL suggested that a letter be sent to Unitil that we expect they will install a sound barrier sufficient to muffle the sound the next time they install a mobile generator in Townsend. The Board asked AS to prepare a letter for their review.
- 3.4 Public records request of Karen Hill: review and discuss correspondence. CS said she asked that this item be put on the agenda because we cannot pass the cost of research onto public records requesters. AS recounted the history of the request from Karen Hill, statements that were made at the July 31, 2014 BOS meeting, and his correspondence with the Supervisor of Public Records. He reminded everyone that Ms. Hill has pending litigation against the Town and that it is critically important that we review the

eight years of emails so the Town does not divulge its litigation strategy and put the Town and the taxpayers in a disadvantageous position.

- 3.5 Review and approve request of the Frank Farese of the Lion's Club to sell Christmas trees on the Town Common from November 29, 2014 – December 24, 2014. CS moved to approve request of the Frank Farese of the Lion's Club to sell Christmas trees on the Town Common from November 29, 2014 – December 24, 2014. CM seconded. Unanimous.
- 3.6 Review and accept Sustainable Materials Recovery Program Municipal Grant from the Massachusetts Department of Environmental Protection in the amount of \$750 for a Targeted Small Scale Initiative. CS moved to accept Sustainable Materials Recovery Program Municipal Grant from the Massachusetts Department of Environmental Protection in the amount of \$750 for a Targeted Small Scale Initiative. CM seconded. Unanimous.
- 3.7 Review and accept Recycling Dividend Funds under the Sustainable Materials Recovery Program from the Massachusetts Department of Environmental Protection in the amount of \$2,400. CS moved to accept Recycling Dividend Funds under the Sustainable Materials Recovery Program from the Massachusetts Department of Environmental Protection in the amount of \$2,400. CM seconded. Unanimous.
- 3.8 Review and sign resolution declaring November as Pancreatic Cancer Awareness Month. CS moved to sign resolution declaring November as Pancreatic Cancer Awareness Month. CM seconded. Unanimous.
- 3.12 Review and sign Police mutual aid agreement between the Town of Townsend and the Town of Brookline, NH. Chief Marshall summarized the benefits of the agreement with Brookline, NH. CS moved to sign Police mutual aid agreement between the Town of Townsend and the Town of Brookline, NH. CM seconded. Unanimous.
- 3.13 Review and sign Consensual Order of Taking for the conveyance of the Clement property, so called, located off South Row Road and Emery Road, to the Commonwealth of Massachusetts. Conservation Agent Leslie Gabriliska and Anne Gagnon of Mass. Division of Fisheries & Wildlife were present to discuss the conveyance of the Clement property from the Town to the State. CS moved to approve and sign all documents necessary for the conveyance of the Clement property and to sign them out of session. CM seconded. Unanimous.
- 3.9 Special Town Meeting: Review and discuss articles, set date, and sign warrant for Special Town Meeting on December 3, 2014. CS moved to set the Special Town Meeting for December 3, 2014. CM seconded. Unanimous. CS moved to sign the Special Town Meeting warrant for December 3, 2014. CM seconded. Unanimous.
- 3.10 Review Board of Selectmen policy: Policy #2-05 Sick Time Donation. The Board tabled the item until 11/18/14.
- 3.11 Vote to close to the public the Town Hall and non-continuous operations offices on November 28, 2014 and allow employees to use vacation or personal time. CS moved to close to the public the Town Hall and non-continuous operations offices on November 28, 2014 and allow employees to use vacation or personal time.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS:

- 4.1 Gallery Committee: Review the request of the Gallery Committee to appoint Lisa Lewand to the Gallery Committee for a term from October 22, 2014 to June 30, 2016. CS moved to appoint Lisa Lewand to the Gallery Committee for a term from October 22, 2014 to June 30, 2016.
- 4.3 Review recommendation of Town Administrator Andrew Sheehan to appoint an Executive Assistant to the Town Administrator. AS presented a memo to the BOS recommending the appointment of Jodie Deschenes as Executive Assistant to the Town Administrator. CS moved to approve the hiring request to appoint Jodie Deschenes as Executive Assistant to the Town Administrator effective November 4, 2014 with a six month probationary period with salary to be set at grade 4 step 1. CM seconded. Unanimous.

V WORK SESSION

5.1 Review and sign payroll and bills payable warrants. CS moved to sign payroll and bills payable warrants out of session.

CM asked to mention another item: He said he is concerned that TAYSA has put up a ramp blocking access to the fields at Squannacook Meadows. He asked that they be invited to a meeting to discuss it. AS pointed out that they have also asked to extend their lease and this is a good opportunity to talk about all issues.

9:15 CS moved to adjourn the meeting. SL seconded. Unanimous.

Respectfully submitted: Andrew Sheehan

Note: documents used or referenced during the meeting are available at

http://www.townsend.ma.us/Pages/TownsendMA_BOSAgenda/ or in the Selectmen's Office.



Townsend-Ashby Youth Soccer Association



2.2

September 25, 2014

Mr. Andrew J. Sheehan
Town Administer
Office of Board of Selectman
Town Hall
272 Main Street
Townsend, MA 01469

RE: Notice Exercising Option to Renew Lease of Squannacook Meadows Fields

Dear Mr. Sheehan,

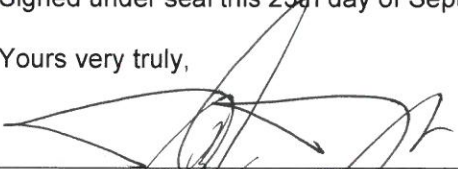
Please be advised that the undersigned, as Lessee under the current lease agreement for premises known as Squannacook Meadow Fields, 20 Mason Road, West Townsend, MA 01474 and dated **July 1, 2006**, does hereby exercise its option to extend the term of said Lease for a period commencing on July 1, 2016 and terminating on June 30, 2021.

During extended term, Lessee shall pay an annual fixed rent of \$1.00, as contained in the original Lease agreement. It is further provided, that all other terms of the Lease shall continue during this extended term as if set forth herein.

We are grateful for Townsend's generosity, and cooperation in working with TAYSA to develop players at all levels of play (recreational and travel) by building soccer skills, teaching teamwork and practicing sportsmanship. We look forward to continue to work with Townsend, the Conservation Commission, the National Heritage Commission to maintain, protect, and further develop the beautiful fields in West Townsend.

Signed under seal this 25th day of September, 2014.

Yours very truly,



Joseph Simao, Jr, TAYSA President



W. Jeffrey Rice, TAYSA Vice President



Stacy Wilson, TAYSA Secretary



Brian Call, TAYSA Treasurer

Townsend-Ashby Youth Soccer, P.O. Box 589 Townsend, MA 01469



September 16, 2014

Mr. Andrew J. Sheehan
Town Administer
Office of Board of Selectman
Town Hall
272 Main Street
Townsend, MA 01469

RE: Annual Report for Lease of Squannacook Meadows Fields

Dear Mr. Sheehan,

As part of the Lease agreement for the Squannacook Meadows Fields, please find the below Annual Report from the Townsend-Ashby Youth Soccer Association (TAYSA).

Current Calendar Year Anticipated Schedule

TAYSA plans to use the Squannacook Meadows fields for two (2) soccer seasons; spring and fall, a summer recreational soccer season, and a spring friendly soccer season. Games are typically held on Saturday while practices are throughout the week. The spring friendly soccer games are held on Sunday.

- The spring season runs from April through June using both field areas.
- The summer recreational season runs from June through September using both field areas.
- The fall season runs from September through November using both field areas.
- The spring friendly soccer season runs from September through November using both field areas.

Current Condition of Squannacook Meadows Fields

The condition of the fields has improved this year. This was mainly the result of limiting the use of the fields for practices and recreational games. Other fields in the Townsend/Ashby area were used instead when possible. Recent vandalism has created areas of field depressions and limited growth of the grass. Heavy use areas turn into dirt where the grass is not able to grow.

Current Calendar Year Improvements

Maintenance of the irrigation system is done at the beginning of the spring season (start up) and end of the fall season (winterization). Lawn maintenance occurs as needed but typically once a week during the prime growing portion of the season.

The field layout has changed between the spring and fall season to limit the amount of traffic the heavy use areas get throughout the season.

Future Calendar Year Improvements and Maintenance Plans

Future improvements are planned to treat the field areas prior to the winter to regain the grass growth of the heavy use areas. Continual maintenance of the irrigation system and lawn are also expected.

Individual and Group Use of Squannacook Meadows Fields

TAYSA – Weekly games and practices

Nashoba Valley Youth Soccer League – Weekly games

New Hampshire area soccer teams – Sunday friendly games



Yours very truly,

A large, stylized handwritten signature in black ink, appearing to read "Joseph Simao, Jr.".

Joseph Simao, Jr, TAYSA President

A handwritten signature in black ink, appearing to read "W. Jeffrey Rice".

W. Jeffrey Rice, TAYSA Vice President

A handwritten signature in black ink, appearing to read "Stacy Wilson".

Stacy Wilson, TAYSA Secretary

A handwritten signature in black ink, appearing to read "Brian Call".

Brian Call, TAYSA Treasurer

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made on this 8th day of August, 2006, by and between the **TOWN OF TOWNSEND**, acting by and through its Board of Selectmen, having an address of Town Hall, 272 Main Street, Townsend, Massachusetts 01469 ("Landlord") and the **TOWNSEND ASHBY YOUTH SOCCER ASSOCIATION**, a nonprofit youth soccer association, having a mailing address of P.O. Box 589, Townsend, Massachusetts 01469 ("Tenant").

1. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the parcels of land known as the Open Space parcels at Squannacook Meadows, and shown on Assessors Maps as Map 11, Block 35, Lots 0, 21, and 22, and Map 11, Block 32, Lot 0, consisting of 40 acres, more or less, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 41569, Page 181, excluding therefrom the water well test field shown as "Fields" (the "Well Field") on the sketch plan (the "Plan") attached hereto as Exhibit A and incorporated herein (the "Property").

The Property in its entirety has been designated as a habitat for endangered turtles by the Massachusetts Division of Fisheries and Wildlife under the Natural Heritage & Endangered Species Program ("NHESP"), and consists of the following areas: (a) the areas of land shown as "Fields" (the "Playing Fields") and as "Parking Area" (the "Parking Area") on the Plan, consisting of 11-12 acres, more or less (referred to, together, as the "Premises"), and (b) an area of land shown as the "Restricted Area" on the Plan (the "Restricted Area"). Tenant expressly acknowledges that the Premises and the Restricted Area are shown in their approximate location on the Plan, and agrees that precise boundaries of the Premises and the Restricted Area may be changed from time to time by NHESP.

Tenant acknowledges and agrees that it accepts the Property in its "AS IS" condition, and that Landlord has made no representation or warranty regarding the fitness of the Property for the Permitted Purposes (defined below). Tenant hereby accepts the Property, subject to Landlord right to use, from time to time and at any time, the unimproved portions of the Property and any existing roadways for the purpose of pedestrian and vehicular access to the Well Field, and the improved portions of the Property for the purpose of pedestrian access to the Well Field.

2. TERM

This Lease shall be for a term of ten (10) years, commencing on July 1, 2006 (the "Commencement Date") and terminating on June 30, 2016, unless sooner terminated as provided herein. Tenant may, with Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, extend the Lease for an additional five (5)-year term, on the same

terms and conditions set forth herein, by providing Landlord with written notice of the same no later than sixty (60) days before the expiration of the initial term.

3. RENT

During said term, Tenant agrees to pay Landlord an annual fixed rent of One (\$1.00) Dollar ("Base Rent"), due on the first day of each Lease year through the term. Tenant shall also be responsible for any and all betterments or assessments, fees or charges that are assessed or chargeable during the term of this Lease in relation to Tenant's use of the Premises. All sums required to be paid by Tenant under this Lease, other than Base Rent, shall be construed and paid as Additional Rent. Additional Rent shall accrue from the Commencement Date and shall be paid when due as reflected in periodic invoices to be sent by Landlord to Tenant. Base Rent and Additional Rent are referred to, together, as "Rent."

4. UTILITIES

Landlord shall have no obligation to provide utilities to the Premises. Tenant shall be responsible for obtaining and paying for all utilities, including, without limitation, water, sewer, or electricity. Tenant shall pay promptly, as they become due, all bills for utilities that are furnished to the Premises (whether prior or during the term, or subsequent thereto, if relating to Tenant's use and/or occupancy of the Premises). In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provided that such installation shall be subject to the written consent of Landlord and shall be installed in conformity with plans and specification provided by Tenant and approved by Landlord. If Tenant fails to pay for the utilities furnished to the Premises, Landlord shall have the right, but not the obligation, to pay the same, and Tenant shall reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Rent. Landlord reserves the right to place utilities on the Property for the purpose of serving the Well Field. Tenant shall not be responsible for the cost, maintenance or repair of such utilities, or for restoring land disturbed by Landlord in exercising its reserved rights hereunder.

5. USE OF PREMISES

5.1. Permitted Purposes. Tenant shall use the Premises for the sole purpose of holding soccer games, camps, clinics, programs, and practice, and for all purposes and uses incidental to the purposes stated herein, including, but not limited to, the improvement, maintenance, and repair of the recreational fields and facilities and all necessary appurtenances, incidental motor vehicle parking, and for such other related uses and activities as are approved in writing by the Board of Selectmen, at Tenant's sole cost and expense, provided that the Premises are used in accordance with the terms of this Lease.

5.2. Prohibited Activities. Tenant acknowledges and agrees that the Restricted Area shall not be used or developed for the Permitted Purposes or for any other purpose or use. Rather, Tenant agrees to maintain the Restricted Area in its open, natural and undeveloped condition in compliance with NHESP

5.3. Operation of the Premises. Tenant shall have the right to use the Premises at all times during the term of this Lease. Notwithstanding the foregoing, Tenant agrees to schedule in advance its expected use of the Premises from April 1 through June 30, and from August 1 through November 15, of each year of the Lease term (such periods hereinafter referred to as the "Season"). Tenant shall, on or before March 1 of each calendar year, provide the Board of Selectmen with a written schedule of its anticipated use of the Premises during the Season, including a brief description of such use and indicating whether it needs all or a portion of the Premises for its use. Tenant may amend the schedule from time to time and agrees to provide such amendments to the Board of in a timely manner. If Tenant does not intend to use the Premises during any prescheduled times, it shall inform the Board of Selectmen at Tenant's earliest opportunity and shall allow others to use the Premises during such times.

5.4. Cooperation. Tenant acknowledges and agrees that its use of the Premises is not exclusive, and that it shall allow others to use the Premises when Tenant is not using the same. Landlord agrees that it shall use its best efforts to accommodate Tenant's needs, while still allowing others to make reasonable use of the Premises. Tenant and Landlord agree to cooperate in making the best use of the Premises.

5.5. Use By Organized Groups and for Organized Events. During the Season, and subject to providing Tenant with at least thirty (30) days prior written notice, the Premises may be used for organized events (such as fairs and other community events) and by members of any organized groups for recreational purposes, provided the same does not interfere materially with Tenant's scheduled use of the Premises. The Premises may be used by organized groups and for community events during the off-Season by providing Tenant with at least fourteen (14) days prior written notice.

5.6. Use by Others. Tenant shall allow members of the public and unorganized sports groups to use the Premises or any part thereof at any time if the same does not interfere materially with Tenant's use thereof. During the off-Season, Landlord may use and allow others to use the Premises at any time for similar purposes. Landlord may, but shall not be obligated to, plow the Premises during winter. Tenant shall have no obligation to plow the Premises during winter.

5.7. Damage to Premises. Landlord agrees that it shall not bring vehicles on any grass surface of the Property. The Board of Selectmen shall prohibit others from bringing vehicles on any grass surfaces and from causing damage to said fields. If Landlord, or its employees, contractors, agents and representatives damage the Premises, which damage involves more than the routine wear and tear anticipated from the normal use of the Premises, but, rather, involves damage to the subsurface of the fields or damage to any buildings, the irrigation system, or other facilities of Tenant, Landlord shall be responsible for repairing the same to the condition existing prior to such damage at its sole cost and expense. Tenant acknowledges and agrees that Landlord shall not be responsible for any damage caused by third parties, and that Landlord is not responsible for securing the Property.

5.8. Concession Stand. If Tenant constructs a concession stand on the Premises, as set forth below, revenues from the operation of such stand shall be Tenant's exclusive property. Tenant may operate the concession stand anytime during the Season to provide refreshments to players and spectators.

5.9. Parking Area. Tenant may only use the Parking Area, and such other areas as may be designated by Landlord, to provide parking for players and spectators, and shall ensure that Tenant's members, contractors, agents, employees, permittees and invitees do not park cars on any other portion of the Premises. If the parking areas are not sufficient for Tenant's use, Tenant may create additional parking provided that it obtains the Landlord's prior written consent. No parking shall be permitted in the Restricted Area.

5.10. Toilets. If Tenant intends to place toilets on the Premises, whether portable or permanent, Tenant shall obtain the Board of Selectmen's prior approval of the location thereof. Tenant shall obtain all permits and approvals necessary prior to such installation.

5.11. Lights. Tenant shall not install or bring onto the Premises any lights without the Board of Selectmen's prior written consent.

5.12. Signs. Tenant may place, or cause to be placed, signs identifying the Premises as a youth recreation area, and shall place signs informing players and others of the environmentally-sensitive Restricted Area, which signs shall conform to the Town's general and zoning by-laws. Tenant agrees to maintain such signs in good condition and repair at all times.

5.13. Emergency Protocols. Tenant shall be responsible for developing emergency protocols to be followed by the coaches, referees and Tenant's representatives if any one is injured on the Premises, and providing Landlord with a written copy of the same within thirty (30) days from the date of this Lease. Tenant agrees that Tenant's representative shall be present on the Premises during any soccer practice/game, and will make all arrangements in the event of an emergency.

5.14. Assignment or Subletting. Tenant shall not assign or sublet the Property or any part thereof without Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

5.15. Fertilizers. Tenant shall use only organic and biodegradable fertilizers and pesticides on the Premises. No fertilizers or pesticides of any kind shall be permitted in the Restricted Area.

5.16. Hazardous Substances. Tenant agrees that it shall not maintain, generate, allow or bring on the Property or transport or dispose of on or from the Property any Hazardous Waste, Hazardous Material, Oil or radioactive material. As used herein, the terms "Hazardous Waste", "Hazardous Material", and "Oil" shall be defined "as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively, the "Hazardous Substances"). Tenant shall not be responsible for

Hazardous Substances known to be on or emanating from the Property before the date of this Lease, provided Tenant does not contribute to or exacerbate such contamination.

5.17. Annual Report. Tenant shall, or or before March 1 of each calendar year, submit an annual report to the Board of Selectmen, indicating what Improvements and other improvements have been made by Tenant, the current condition of the Premises, and Tenant's improvement and maintenance plans for the next calendar year. The report shall also contain the names of all individuals or groups that had requested use of the Premises over the past calendar year, the purpose of such use, whether such use was provided, and the number of fields assigned by Tenant. Tenant shall submit with the annual report a schedule of its anticipated use of the Premises for the upcoming Season, as set forth in Section 5.3 above. Tenant agrees to provide Landlord with such additional information as Landlord reasonably requests.

5.18. Compliance with Laws, Regulations, and Codes; Landlord's Regulations. Tenant shall obtain all necessary certificates, permits and other approvals required by any federal, state and local authorities necessary to undertake any repair, renovations or improvements to or to use or occupy the Premises for the Permitted Purposes, and to maintain the Restricted Area, and with all reasonable rules and regulations of the Board of Selectmen.

5.19. Cooperation with Educational Activities. Tenant agrees that its coaches or other Tenant's agents, employees or volunteers shall attend seminars and other educational programs held by Natural Heritage and/or the Conservation Commission at the beginning of a Season on protecting the turtle habitats on the Property; take such reasonable measures requested by Natural Heritage and/or the Conservation Commission that will better protect the turtles on the Property; and cooperate in disseminating such information and educational materials to others during games and practice sessions.

6. IMPROVEMENTS

6.1. Improvements. Tenant may improve and develop the Premises, at its sole cost and expense, in accordance with the Development Plan attached hereto as Exhibit B and incorporated herein, or any other development plan approved by the Board of Selectmen (the "Improvements"). In addition thereto, Tenant may construct two small buildings, one for a concession stand and the other for storage of equipment, provided Tenant obtains the Board of Selectmen's prior written approval, not to be unreasonably withheld. The Board of Selectmen may consider the aesthetic appearance of such buildings to ensure that they are not inconsistent with the character of buildings in that area. Landlord shall not be liable for any damage to or loss of Tenant's equipment or other personal property. Tenant shall not make any other improvements to the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. All allowed or required alterations or additions, including the Improvements, shall be at Tenant's sole cost and expense, and shall be in quality at least equal to the present construction. Tenant doesn't remove snow in winter

6.2. Permits and Work. Tenant shall procure all necessary permits before undertaking any work on the Premises, including the Improvements, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the

requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant shall at all times comply with, to the extent the same are applicable, (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; and (ii) plans and specifications (which shall be prepared by and at the expense of Tenant and approved by Landlord prior to beginning any work). Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work.

6.3. Tenant's Sole Liability and Mechanics Liens. Should any improvements, alterations or repairs be made to the Premises or material be furnished or labor be performed therein or thereon by or on behalf of Tenant, as permitted under the terms of this Lease, Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord.

6.4. Ownership of Improvements. The Improvements, and all buildings and structures erected on the Premises and fixtures installed therein by Tenant shall become the exclusive property of Landlord at the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove the same. All personal property and equipment shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such property and equipment and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

6.5. Worker's Compensation. Tenant shall maintain worker's compensation insurance during the construction of the Improvements and any other improvements, as required by law. Tenant agrees that any contractor performing work on behalf of Tenant at the Premises shall carry liability insurance in amounts reasonably satisfactory to Landlord, and shall name Landlord as an additional insured party. Prior to any construction performed by Tenant or any contractor on behalf of Tenant at the Premises, Tenant shall provide Landlord with a copy of the contractor's insurance certificate indicating liability insurance coverage as specified in Section 9 below, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

7. MAINTENANCE

7.1. Maintenance of Premises. Tenant agrees that Landlord shall have no responsibility for the maintenance of the Property or for securing the same. Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises, including, without limitation, the existing fields, the Improvements, and the irrigation system. Tenant shall keep the Premises in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant shall be responsible for mowing the grass, and for lining the fields prior to games and ensure that there are no objects in the fields that could be injurious to the players. Tenant shall be responsible for cleaning the Premises after games. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with the requirements of all applicable laws, regulations, and bylaws, and to do all other work necessary to comply with the foregoing covenant. Tenant hereby releases Landlord from any obligation imposed by law upon landlords generally for such removal of snow and ice, and shall indemnify, defend and save harmless Landlord from any and all liability for claims arising out of Tenant's failure to adequately maintain the Premises in a safe condition consistent with all laws, rules or regulations applicable to the Premises.

7.2. Maintenance of Restricted Area. Tenant shall maintain the Restricted Area in its natural and undeveloped condition as prescribed by NHESP, and in compliance with all other applicable federal, state, and local laws, regulations, bylaws, including all applicable rules and regulations of the Townsend Conservation Commission.

7.3. Failure to Maintain. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within ten (10) days after such demand, or forthwith in the case of emergency repairs, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's property by reason thereof. Except in the case of emergency repairs, such repairs made or caused to be made by Landlord shall not unreasonably interfere with Tenant's use of the Premises. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith, on demand, pay to Landlord the cost thereof and, if Tenant shall default in such payment, Landlord shall have the remedies provided herein as for default of the Lease.

8. INDEMNIFICATION; RELEASE

Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature, however caused, to any person, or to the property of any person, in or about the Property, or arising from any accident occurring outside the Property but within the general area of the Property, where such accident, injury or damage results or is claimed to have resulted from (a) Tenant's use of the Property or any act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Tenant, (b) any failure on the part of the Tenant to comply with any provision or term required to be performed or complied with by Tenant under this Lease, (c) for the death, injury or property damage suffered by any person relating in any way to Tenant's exercise of its rights under this Lease, and

(d) from any and all costs and expenses incurred in connection with any cleanup, remediation removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Substances on or about the Property to the extent Tenant caused or contributed to such environmental occurrence.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

To the maximum extent this Lease may be made effective according to law, Tenant agrees to use the Property at Tenant's own risk, and Landlord shall not be liable to Tenant for any injury or death to persons entering the Property pursuant to this Lease, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Tenant, or of anyone claiming by or through Tenant, that are brought upon the Property pursuant to this Lease. Tenant acknowledges and agrees that it accepts the Property in its "AS IS" condition for the purpose of this Lease, and that Landlord has made no representation or warranty regarding the fitness of the Property.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

9. INSURANCE

Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Property or any part thereof, public liability insurance, including coverage for the bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Tenant under the terms and conditions of this Lease to indemnify, defend and hold harmless Landlord: comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$5,000,000.00/aggregate; and property damage liability or a combined single limit of \$1,000,000.00 annual aggregate limit. Prior to entering the Property, Tenant shall provide with a certificate of insurance in each case indicating Landlord is an additional insured on the policy and showing compliance with the foregoing provisions. Tenant shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to Landlord.

To the extent possible, Tenant shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all claims against Landlord as to such claims covered by such insurance.

In the event of Tenant's failure, in whole or in part, at any time during the term of this Lease, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence thereof in timely fashion, Landlord shall have the right (but shall not be

obligated) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof as Additional Rent.

10. DEFAULT; LANDLORD'S REMEDIES

Tenant covenants and agrees that its failure to fulfill any covenant or obligation to use, operate, improve, repair, maintain, or insure the Premises in accordance with the terms of this Lease shall constitute a default under this Lease. Tenant further agrees that, if it does not cure such default within thirty (30) days after receiving written notice from Landlord specifying such failure (or those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Tenant has failed to commence such cure within said thirty (30) day period and thereafter diligently pursued such cure to completion) then, in any such event, it shall be an event of default by Tenant.

In the event of default, Landlord shall have the right, but not the obligation, to cure the default at Tenant's sole expense, or may terminate this Lease on not less than thirty (30) days notice to Tenant and on the date specified in said notice, at which time the term of this Lease shall terminate and Tenant shall then quit and surrender the Property to Landlord. If Landlord elects to terminate this Lease, Landlord may at any time thereafter resume possession of the Property by any lawful means and remove Tenant or other occupants and their effects.

11. TERMINATION; SURRENDER

This Lease and the tenancy hereby created shall cease and terminate at the end of the original term hereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Property and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Property from a Tenant holding over to the same extent as if statutory notice had been given.

At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, if any, and such improvements from the Premises as Landlord requires be removed and surrender the Property and any improvements made by Tenant to Landlord in the condition that Tenant is required to maintain the same under this Lease. All property of Tenant remaining on the Property after the expiration or earlier termination of this Lease, and all required and permitted improvements, shall be and become the property of Landlord.

12. MISCELLANEOUS

12.1. Notices. Any notice relating to the Property or to the use thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed above, or at such other addresses as the parties may from time to time designate by written notice to the other party.

12.2. Landlord's Access. Landlord or Landlord's agents may at any time and from time to time enter to inspect the Property to ensure compliance with the terms of this Lease, and may,

at its sole discretion, make such repairs and alterations as Landlord elects to. Landlord shall have the right to use the Property for accessing the Well Field, as set forth in Section 1 above.

12.3. Notice of Lease. Both parties shall, upon request of either, execute and deliver a notice of this Lease in such form, if any, as may be permitted by applicable statute, whereupon the same may be recorded at the applicable Registry of Deeds.

12.4. Waiver. The failure on the part of the Landlord or Tenant, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Lease or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

12.5. Headings and Captions for Convenience Only. The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Lease, nor in any way affect this Lease, and shall have no legal effect.

12.6. Entire Agreement of Parties; No Oral Agreement. There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Lease.

12.7. Governing Law. This Lease shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date and year first above mentioned.

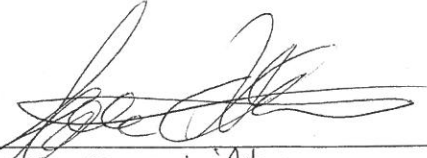
LANDLORD:

TENANT:

TOWN OF TOWNSEND,
By its Board of Selectmen

TOWNSEND ASHBY YOUTH SOCCER
ASSOCIATION

Robert Calamandrei

By: 
Name: Scott C. Wilton
Title: President

Paul R. Hill

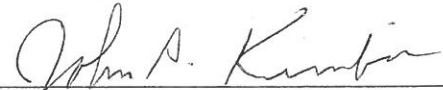
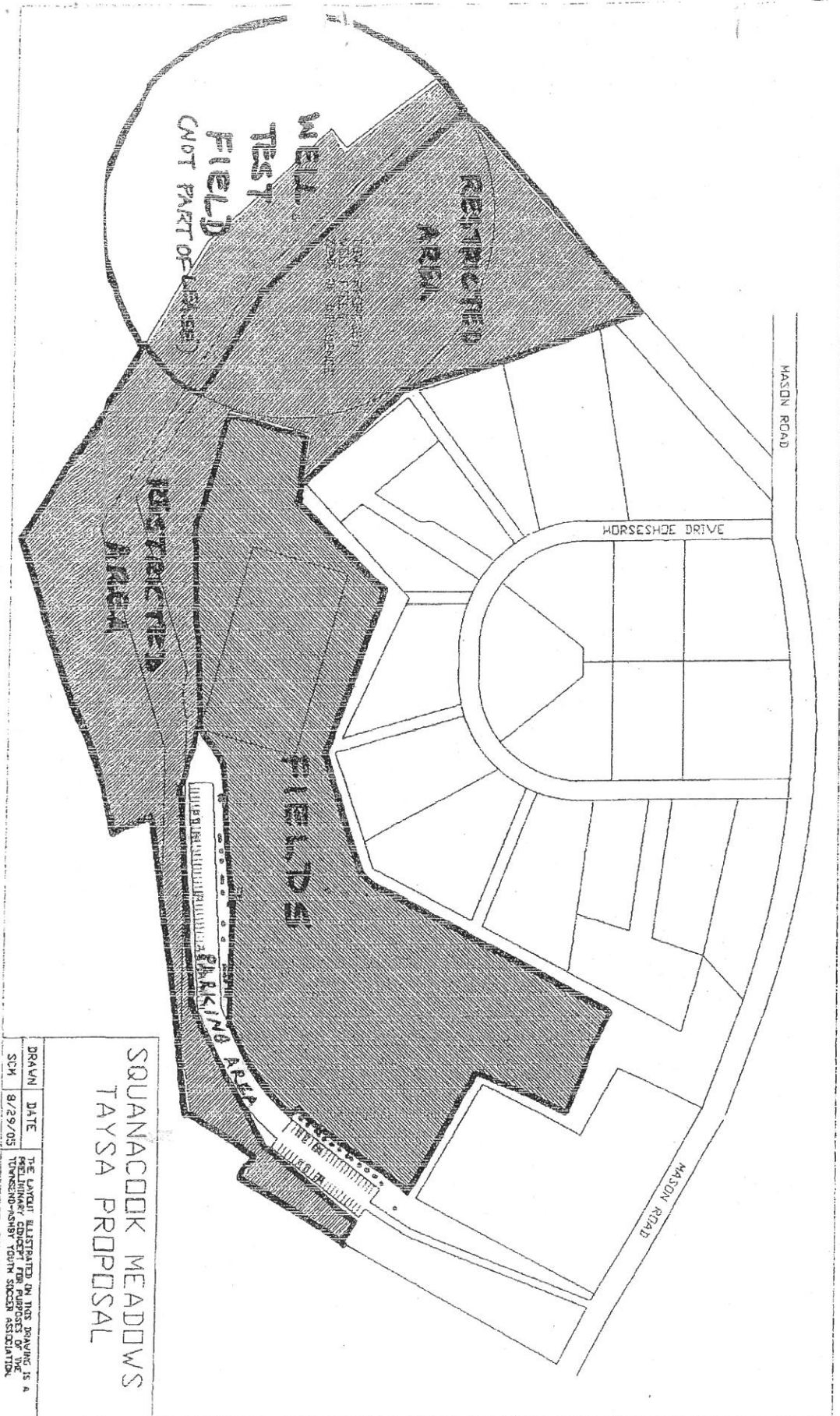
By: 
Name: JOHN A. KIMBARK
Title: Vice President TAYSA

EXHIBIT A



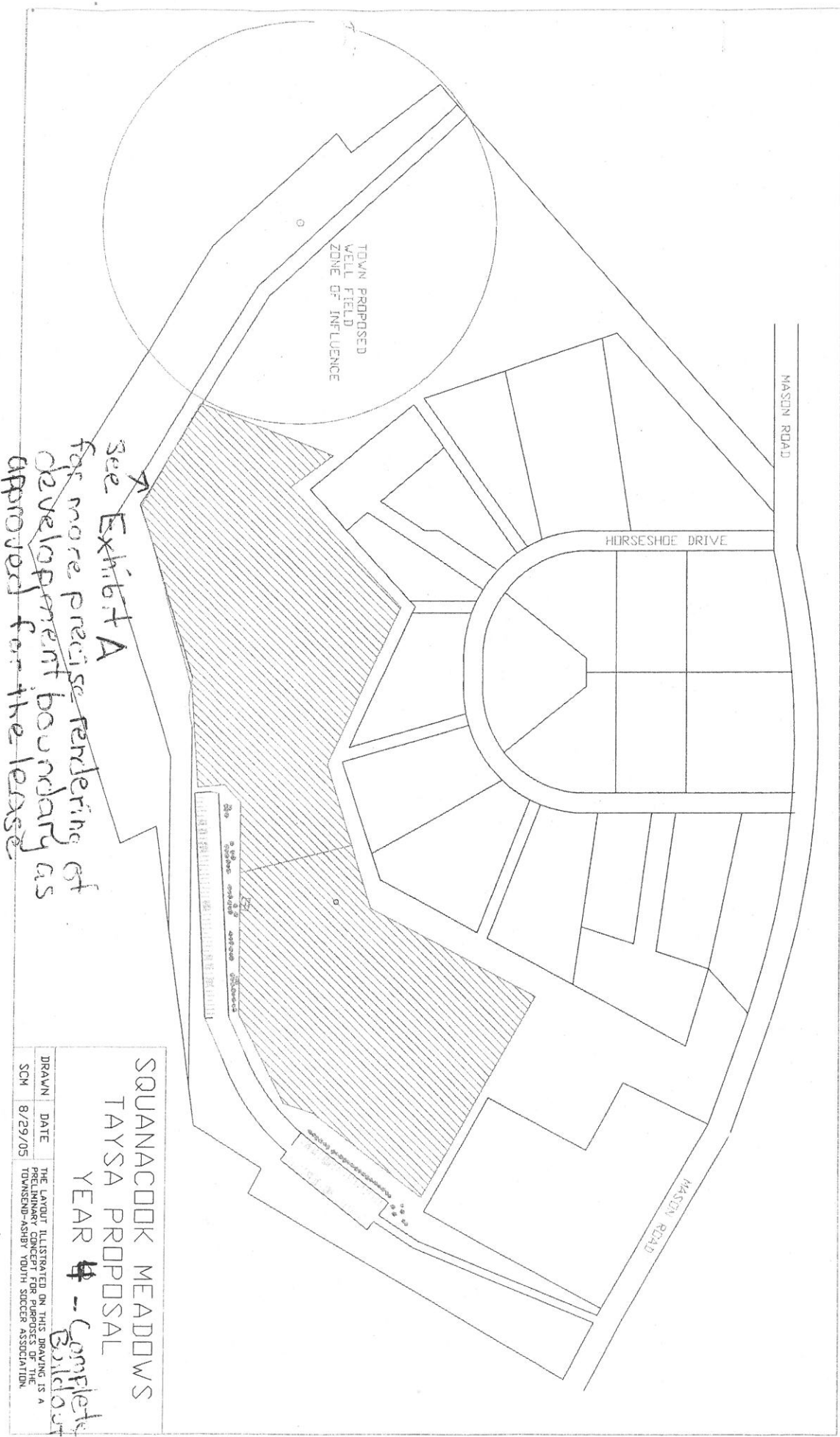
SQUANACOOK MEADOWS
TAYSA PROPOSAL

DRAWN	DATE
SCM	8/29/05

THE LAYOUT ILLUSTRATED IN THIS DRAWING IS A PRELIMINARY CONCEPT AND IS NOT A GUARANTEE OF RESULTS. THE TOWN ENGINEER'S OFFICE SHALL BE RESPONSIBLE FOR THE FINAL DESIGN AND CONSTRUCTION OF THE PROJECT.

Exhibit B

See Exhibit A
for more precise rendering of
development boundary as
approved for the lease



SQUANACOOK MEADOWS
TAYSA PROPOSAL
YEAR 4 -- Complete
Buildout

DRAWN	DATE	THE LAYOUT ILLUSTRATED ON THIS DRAWING IS A PRELIMINARY CONCEPT FOR PURPOSES OF THE TOWNSEND-ASHBY YOUTH SOCCER ASSOCIATION.
SCM	8/29/05	

**LEGAL NOTICE
TOWN OF TOWNSEND
REQUEST FOR PROPOSALS TO LEASE EXISTING ATHLETIC FIELDS, REMEDIATE AND
MAINTAIN EXISTING FIELDS, CONSTRUCT AND MAINTAIN ADDITIONAL FIELDS AND
CONSTRUCT OTHER IMPROVEMENTS**

The Town of Townsend (the "Town") seeks proposals from qualified parties to lease existing athletic fields, remediate and maintain existing fields, construct and maintain additional fields and construct other improvements located off of Mason Road and known as Open Space Parcels at Squannacook Meadows.

RFP documents may be obtained **as of August 8, 2005** in person or in writing to Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469 or by e-mailing/faxing a request to Gregory W. Barnes, Town Administrator, at gbarnes@townsend.ma.us / (978) 597-1719. There is no cost to obtain the RFP. A copy of the RFP may be examined at the Selectmen's Office during normal business hours.

Proposals will be evaluated in accordance with Massachusetts General Laws Chapter 30B. The Town will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration financial benefits and all evaluation criteria set forth in this RFP. The final date to submit proposals will be **August 29, 2005 at 4:00 PM** and should be addressed to Gregory Barnes, Town Administrator, at the address of the Selectmen's office.

All questions regarding the RFP should be addressed, in writing, to the Town Administrator using mail, e-mail or facsimile. Written responses will be sent through mail or e-mail to all potential proposers on record as having picked up or received a copy of this RFP.

The Town shall award the lease/contract by entering into written lease with the selected proposer within sixty (60) days after the proposal opening unless the time is extended by mutual consent of the parties.

The Town reserves the right to waive any informality in, or to reject in whole or in part, any proposal if it is in the Town's best interest to do so.

2.3

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF TOWNSEND,
MASSACHUSETTS**

**Issued to
COMCAST of MASSACHUSETTS III, Inc.**

Effective Date:

August 6, 2014 Comcast DRAFT PROPOSAL

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Renewal Cable Television License for the Town of Townsend, MA

Term: _____ (10yrs)

DRAFT Proposal Date August 6, 2014

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TOWNSEND RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts III, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Townsend, Massachusetts (hereinafter the "Town"), said license having commenced on August 18, 2002;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated September 21, 2009 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") ;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, or non-profit organization, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor

(e) Cable Service or Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Townsend, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 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; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Passive Coaxial Institutional Network Link.

(h) Effective Date – shall mean _____

(i) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(j) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Townsend and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues – means the Cable Service revenue derived by the Licensee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, installation fees, and equipment rental fees, advertising revenues and home shopping revenues. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch

support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(l) Issuing Authority – shall mean the Board of Selectmen of the Town of Townsend, Massachusetts, or the lawful designee thereof.

(m) Licensee – shall mean Comcast of Massachusetts III, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(n) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Townsend and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(o) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(r) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(s) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(t) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as for the Issuing Authority.

(u) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Townsend residents or organizations, or students, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(v) PEG Access Transition Date – shall mean that date ~~three~~ twelve (12) months from the Effective Date at which time the Issuing Authority and/or its designated Access Provider shall assume full responsibility for managing all PEG Access Channels, Programming and related activities.

(w) Public Buildings – shall mean those buildings owned or leased by the Town for municipal government administrative purposes, and shall not include buildings owned by Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(x) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Townsend, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Townsend for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

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(y) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(z) Signal – shall mean any transmission which carries Programming from one location to another.

(aa) Standard Installation – shall mean the standard ~~one hundred twenty five~~ two hundred fifty foot (+25'±250') aerial Drop connection to the existing distribution system.

(bb) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

(cc) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(dd) Town – shall mean the Town of Townsend, Massachusetts.

(ee) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(ff) Video Programming or Programming – shall mean the 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 M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts III, Inc., a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Townsend. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on _____, and shall expire at midnight on _____.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the

cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

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

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authority's jurisdiction. If any such additional or competitive license is granted by the Issuing Authority which, in the

reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: Franchise Fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

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

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on equivalent terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(f) Should Licensee demonstrate that any such additional 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 make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Issuing Authority from any obligation of its license, then Licensee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) ~~In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than Licensee, which is not in any way an affiliate of Licensee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be licensed by the Issuing Authority, and to the extent that Licensee reports to the Issuing Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon Licensee's Cable System operations in the Town, Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from Licensee.~~

(i) ~~Along with said written request, Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the~~

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Issuing Authority shall afford Licensee an opportunity to present the basis and the reasons for its determination. Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

(ii) ~~Should Licensee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon Licensee's Cable System operations in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.~~

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ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L.c. 166A §3(a)]

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least ~~thirty-two~~ thirty-two (3020) dwelling units per aerial or underground mile and ~~sixty (60) dwelling units per underground mile~~ providing however, that any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within two hundred fifty feet (250') of Licensee's Distribution Cable. For non-Standard Installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial two hundred fifty feet (250') of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. ~~Underground installations are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.~~

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred fifty feet (250') from the existing Cable System plant, provided the sub-surface is dirt or similar soft surface. Underground installations within two hundred fifty feet (250') involving a hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. Installations more than two hundred fifty feet (250') from the existing Cable System plant requiring trunk or distribution type construction or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment.

(ed) Language and requirements contained in Paragraph (a) of this Section 3.1 notwithstanding, Licensee shall, within ~~two one (21)~~ years of the Effective Date, extend its Cable System and make Cable Service available to ~~the thirty five (35)~~ all residences on Vinton Pond Road (poles 9 1/2, 1450J/12-5/10, 1451/11, 1458J/9, 1459/10, 1460/11, 21/12/1461J, 13/12-53, 22 1/2/14, 27/87/19, 35/28 and 41/34/1831) and on Sauna Row Road (poles 12-53/1/196/1/1463J, 2/1464J, 3/4/1465J and 5/2299/40); on Bayberry Hill Road, and New Fitchburg Road. Licensee shall have the right to pass through to its Subscribers the costs to perform this Cable System extension pursuant to applicable law. The costs to install Cable Service to individual houses newly served by said Cable System extension shall conform to Paragraph (b) of this Section 3.1.

SECTION 3.2 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

(a) Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire

station, public library and other Public Buildings within the Town, listed in **Exhibit B-A** attached hereto.

(b) Licensee shall maintain all existing Standard Installation Drops to Townsend public buildings and, ~~Upon~~ upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned Public Buildings, along the Trunk and Distribution Cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Licensee install service at no charge.

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

(ed) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit BA**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

(de) It is understood that Licensee shall not be responsible for any internal wiring of such Public Buildings.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.5—EMERGENCY ALERT OVERRIDE CAPACITY

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

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE M.G.L.c. 166A 85(g)]

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, ~~Franchisee~~ Licensee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by local ordinance or State law to be relocated aerially or underground, ~~Franchisee~~ Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities

facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way, or, in the event said underground project is mandated by the Town, may be passed through to customers in accordance with applicable law.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

~~Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town bylaws/ordinances and regulations. In installing, operating, and maintaining equipment, cable and wires, it shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along the routes authorized by the Issuing Authority.~~

SECTION 4.5 – PLANT MAPS

Licensee shall maintain a complete set of plant maps of the Town, which will show those areas in which its facilities exist. The plant maps will be retained at Licensee’s primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

In accordance with applicable laws, Licensee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days’ advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.

SECTION 4.7 - DIG SAFE [SEE M.G.L.c. 82 §40]

Licensee shall comply with all applicable “dig safe” provisions pursuant to M.G.L.c. 82, § 40.

SECTION 4.8 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

(a) Licensee shall, at no cost to the Town, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit CB**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

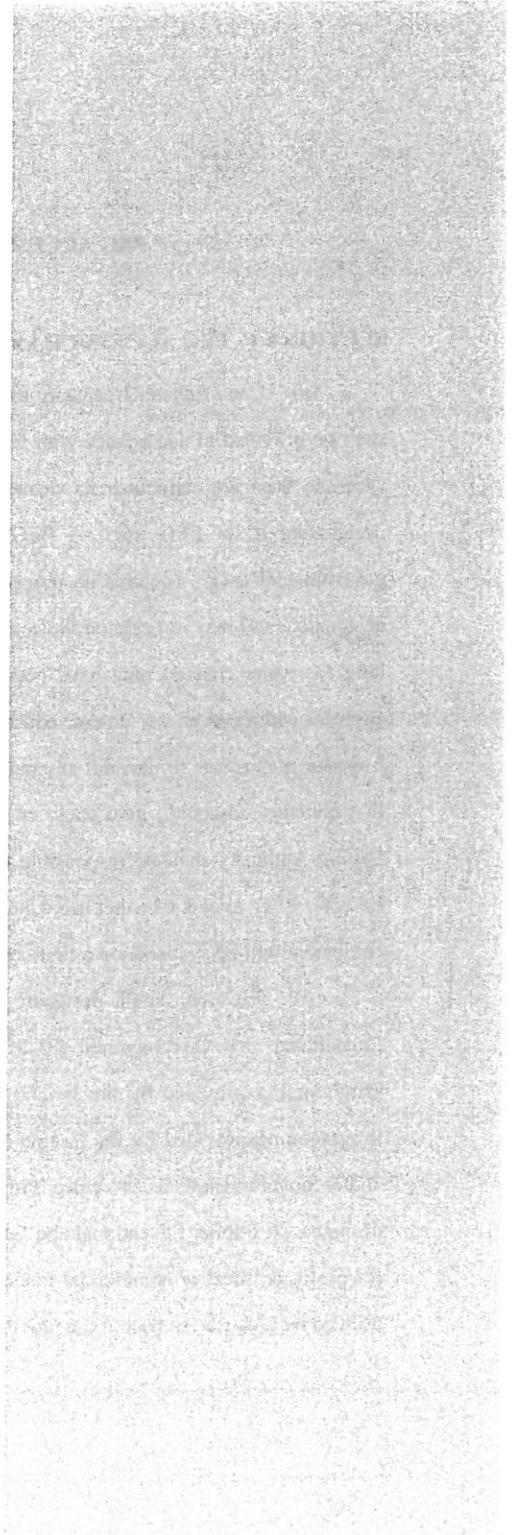
Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.



ARTICLE 6

PEG ACCESS CHANNEL AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate capacity on ~~two~~three (23) channels for a Public, Educational, and Governmental (PEG) Access Channel(s) to be used for public access video Programming provided by the Issuing Authority and/or its designee, educational access video Programming provided by the Issuing Authority and/or its designated educational institution(s), and/or governmental access video Programming provided by the Issuing Authority and/or its designee. A Public, Educational and Governmental Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(c) In the event the Issuing Authority or other PEG Access User elects not to fully program its Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels.

SECTION 6.2--PEG ACCESS/LOCAL ORIGINATION STUDIO

Through and until the Effective Date plus ~~three~~twelve (~~3~~12) months (the "PEG Access Transition Date"), the Licensee shall continue to operate, maintain and staff its PEG Access/Local Origination studio in Townsend, at the same operational, staffing and funding level as required and as provided pursuant to the August 18, 2002 Townsend Cable Television Renewal License. There shall be no charges to the Issuing Authority for the Licensee's operation of said PEG Access/LO studio during said three month period.

SECTION 6.3 - PEG ACCESS PROVIDER

Beginning on the Effective Date plus ~~three~~twelve (~~3~~12) months (the "PEG Access Transition Date"), the Issuing Authority and/or its designated Access Provider shall 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 6.1 above;
- (2) Manage the funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease 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;
- (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 PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.4 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming shall be modulated, then transmitted from the origination sites listed in **Exhibit C** to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) 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 aforementioned origination sites to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. During the ~~three-twelve~~ (312) month period between the Effective date and the PEG Access Transition Date, the Licensee shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. Beginning on the PEG Access Transition Date, the Town and/or PEG access provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access provider's equipment shall be at the output of the Town's and/or the PEG Access provider's modulator(s) at the origination sites listed in **Exhibit C**.

SECTION 6.5 – PEG ACCESS SUPPORT

(a) For the period of the Effective Date through the Effective Date plus two (2) months, the Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, equal to one and one-half percent (1.5%) of its Gross Annual Revenues. Beginning on the Effective Date plus two (2) months, the Licensee shall provide a Franchise fee to the Issuing Authority, or its designee, equal to five percent (5.0%) of its Gross Annual revenues.

b) Said one and one half (1.5%) and five percent (5.0%) Franchise Fees shall be used for salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities. Said annual payments shall be made on a quarterly basis. The first quarterly payment shall be made on or before November 15, 2014 for the period of the Effective Date through September 30, 2014. Quarterly thereafter, Licensee shall provide payments on or before February 15th, May 15th, August 15th and November 15th based upon revenues from the previous calendar quarter. The final payment will be due no later than November 15, 2024 for the period of July 1, 2024 through August 31, 2024. All such payments will be accompanied by a Revenue Reporting Form, attached as **Exhibit D**, showing, with reasonable itemization, Gross Annual Revenues. In the event of an inconsistency between said form and the definition of Gross Annual Revenues in Article 1, the definition shall control the determination of revenues.

SECTION 6.6- PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access Channel, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee’s current system for purposes of obtaining PEG Access Programming from the Licensee’s PEG Access Channel without the prior written consent of Licensee.

SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Access Provider shall indemnify the ~~Franchisee~~ Licensee and the Issuing Authority for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG Channel and from claims arising out of the Franchising Authority’s rules for or administration of PEG Access Programming.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Cable Division shall be notified by Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE M.G.L.c. 166 §5(h)]

Licensee shall not remove any television antenna of any Subscriber but shall, at Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.4 - SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]

In the event that Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Licensee from the Subscriber.

SECTION 7.5 - SUBSCRIBER TELEVISION SETS [SEE M.G.L.c. 166A §5(d)]

Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.7 – MONITORING [SEE 47 USC 551]

Neither Licensee nor its designee nor the Issuing Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any 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, unless otherwise required by applicable law, provided, however, that 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. Licensee shall report to the affected parties 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 Licensee. 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.

SECTION 7.8 – POLLING [SEE 47 USC 551]

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.9 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for

the disclosure of information Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in opposing such request.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employ

shall be required to carry an employee picture identification card issued by Licensee.

ARTICLE 8
PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. 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 retaining Subscribers.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

ARTICLE 9
REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely (~~best efforts of 10 business days~~) written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority. Timely notice shall mean that such notice will not serve to prejudice the ability of Licensee to defend the Issuing Authority.

SECTION 9.2 - INSURANCE

(a) Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy

will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
 - (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
 - (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b);
- and

(4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

(b) Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

(c) The Town may recover from the surety of such bond all damages suffered by the Town as a result of the violation of the terms referenced in this Section, but only after following the terms and process described in Section 9.8 (Notice and Opportunity to Cure) herein.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment 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 not include (i) the PEG Access Capital Support (Section 6.4); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

SECTION 9.5 - REPORTS

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;

(f) For repeated failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5; and

(g) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify 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. 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 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. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) 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 Licensee. Licensee

shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including but not limited to:

(1) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(2) assess liquidated damages in accordance with the schedule set forth in Section 9.9 below;

(3) commence an action at law for monetary damages;

(4) foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 herein;

(5) declare the Renewal License to be revoked subject to Section 9.7 above and applicable law;

(6) invoke any other lawful remedy available to the Town;

(e) In the event that ~~(i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above~~, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.9 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority; provided, however, that liquidated

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damages cannot be imposed unless and until the Issuing Authority has followed the notice and cure provisions in Section 9.8. Any such liquidated damages shall only be assessed, after a full finding of default according to the provisions of Section 9.8, effective beginning as of the date of a public hearing on the notice of default scheduled by the Issuing Authority in accordance with Section 9.8 above. The liquidated damages shall be assessed in the following manner:

_____ (1) For failure to operate and maintain the Cable System, in accordance with Article 3, Three Hundred Dollars (\$300.00) per day, for each day that such non-compliance continues;

_____ (2) For failure to comply with the FCC Customer Service Obligations, and the customer service regulations promulgated by the Cable Division at 207 CMR §10.00 et seq. and as set forth in Article 7, Fifty Dollars (\$50.00) per day that any such non-compliance continues;

_____ (3) For failure to comply with PEG Access support requirements of Article 6, One Hundred Dollars (\$100.00) per day that each such non-compliance continues;

_____ (b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach pursuant to Section 9.9 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach.

_____ (c) Licensee shall have thirty (30) days from receipt of written notice from the Issuing Authority to pay the liquidated damages; provided, however, that Licensee may appeal (by pursuing administrative, judicial or other relief afforded by the Issuing Authority) any assessment of liquidated damages within thirty (30) days of receiving written notice of the assessment.

_____ (d) Each of the above-mentioned cases of non-compliance in this Section 9.9 shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said

foregoing amounts are liquidated damages, not a penalty for forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(E) of the Cable Act.

SECTION 9.9-10 - TRANSFER OR ASSIGNMENT

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10-11 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges,

highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.11-12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.12-13 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Townsend
Attn: Board of Selectmen
Townsend Town Hall
272 Main Street
Townsend, MA 01469

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government & Community Relations
55 Concord Street
North Reading, MA 01864

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - 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 without written amendment.

SECTION 10.5 - 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 sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 10.6 - WARRANTIES

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

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) 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 date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 2014

TOWN OF TOWNSEND

By:

Sue Lisio
Chairman, Board of Selectmen

Colin McNabb
Board of Selectmen

Carolyn Smart
Board of Selectmen

COMCAST OF MASSACHUSETTS III, INC.

By:

Stephen Hackley
Senior Vice President
Greater Boston Region

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Municipal Buildings

1. Town Hall, 272 Main Street
2. Police Station, 70 Brookline Road
3. Fire Station, 70 Brookline Road
4. Library, 276 Main Street
5. Highway Department, 42 Dudley Road
6. Water Department, 540 Main Street
7. Council on Aging, 222 Main Street
8. Ambulance, 272 Main Street
9. Harbor Station, 65 Main Street
10. West Townsend Station, 460 Main Street

School Buildings

1. Spaulding Elementary School, One Whitcomb Street
2. Squannacook Elementary School, 66 Brookline Road
3. Hawthorne Brook Middle School, 64 Brookline Road
4. North Middlesex Regional High School, 19 Main Street

EXHIBIT B

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT C
ORINATION SITES

Town Hall, 272 Main Street

Spaulding Elementary School, One Whitcomb Street

Squannacook Elementary School, 66 Brookline Road

Hawthorne Brook Middle School, 64 Brookline Road

Townsend Library, ~~276 Main Street~~ 12 Dudley Road

Townsend Meeting Room, 14 Dudley Road

Council on Aging, 16 Dudley Road

North Middlesex Regional High School, 19 Main Street

Renewal Cable Television License for the Town of Townsend, MA
Term: _____ (10yrs)
DRAFT Proposal Date August 6, 2014

EXHIBIT D
REVENUE REPORTING FORM

(To be Inserted)

The Commonwealth of Massa

3.3

RECEIVED
DEC 7 2014
TOWNSHIP CLERK

MIDDLESEX SS.

To either of the Constables of the Town of Townsend in the County of Middlesex, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the legal voters of the Town of Townsend, qualified to vote at Town Meetings for the transaction of Town affairs, to meet at the Memorial Hall, 272 Main Street, Townsend, MA for the Special Town Meeting on Wednesday, December 3, 2014, at 7:00 PM, then and there to act on the following articles:

FINANCIAL MATTERS

ARTICLE 1

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of paying prior fiscal year bills; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 2

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury, the sum of \$_____ for the purpose of supplementing the stabilization fund, as allowed under MGL Chapter 40, Section 5B; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 3

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the capital stabilization fund, including debt service payments of capital items, as allowed under MGL Chapter 40, Section 5B; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 4

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the budgets of the Treasurer and/or Collector; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 5

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of paying off debt; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 6

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing Veterans Benefits; or take any other action in relation thereto.

SUBMITTED BY: Veterans Services Officer and Board of Selectmen

ARTICLE 7

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing Management Information Systems budget; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 8

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the Building Department budget; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 9

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the Town Clerk Professional Services budget; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 10

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for relocation of the Fire-EMS Department for temporary housing and support costs; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 11

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the FY15 operating budget; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 12

To see if the Town will vote amend the Board of Health revolving fund to allow proceeds from the sale of overflow bags to be deposited into the Recycling Center General Revolving Account; or take any other action in relation thereto.

SUBMITTED BY: Board of Health

ARTICLE 13

To see if the Town will vote to reduce the trash disposal weekly at the curb to 64-gallons for the remainder of the FY15; or take any other action in relation thereto.

SUBMITTED BY: Board of Health

BYLAW AND STATUTORY ADOPTIONS

ARTICLE 14

To see if the Town will vote to adopt G, L. c. 44, s. 65, as amended, to allow employees to be paid in advance for vacation; or take any action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 15

To see if the Town will vote to adopt G, L. c. 200A, s. 9A, as amended, relative to notice requirements and alternative procedures in managing abandoned funds (i.e. unclaimed checks or "tailings"); or take any action in relation thereto.

SUBMITTED BY: Board of Selectmen and Town Treasurer

ARTICLE 16

To see if the Town will vote to amend the General Bylaws of the Town of Townsend by adding a new Chapter 130, Website:

130-1. Posting of Agendas and Minutes

At the same time that it posts its meeting agendas, each multiple member body shall cause meetings and agendas to be published in the calendar on the Town's website. Each multiple member body shall cause meeting minutes to be posted to the Town's website as soon as said minutes are approved; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 17

To see if the Town will vote to amend Zoning Bylaw Article VI Land Use Regulations, of the Code of the Town of Townsend as follows:

Article II

§ 145-5 Word usage and definitions.

By adding the following italicized, underlined definitions to the existing list, in alphabetical order:

In this Bylaw the following terms shall have the following meanings unless a contrary meaning is required by the context or is specifically prescribed. Words used in the singular include the plural and words used in the plural include the singular. Words used in the present tense include the future.

RIGHT-OF-WAY - *The side line of a street or way, as determined by deeds and plans recorded at the Registry of Deeds, or a building line laid out under MGL C. 82, § 37; where no line is thus legally established, then a line parallel with, and 20 feet distant from, the center line of a traveled way.*

STONE WALLS - Includes assemblages of stone involving at least one cubic foot of wall material per linear foot totaling not less than 10 feet in length.

TREES - Includes a living tree whose trunk has a diameter of four inches, measured 4 1/2 feet from the ground.

TREES, CUTTING AND REMOVAL - The removal of one or more trees, trimming of major branches or cutting of roots sufficient, in the Tree Warden's written opinion, to cause eventual destruction of the tree.

Or take any other action in relation thereto.

SUBMITTED BY: Planning Board

ARTICLE 18

To see if the Town will vote to amend Zoning Bylaw Article VI Land Use Regulations, of the Code of the Town of Townsend as follows:

§ 145-24. Driveways and entrances.

C. Design requirements.

Add italicized, underlined section:

(10) Where a portion of a stone wall must be removed for access to the property, the remaining stone wall shall be left in a stable and orderly fashion. Removing stone walls located along scenic roads within the Town's Right of Way are subject to filing an application with the Planning Board pursuant to the Scenic Roads Act, M.G.L. Chapter 40 Section 15C. All roads in Townsend, other than numbered routes or State Highways, are designated as "Scenic Roads."

Or take any other action in relation thereto.

SUBMITTED BY: Planning Board

ARTICLE 19

To see if the Town will vote to amend Zoning Bylaw, Article XI, §145-42 Site plan review special permit by adding (1) and (2) as italicized:

§145-42. Site plan review special permit

By adding (1) and (2) as italicized and underlined:

C. Procedure. Applications for site plan review special permits shall be filed with the Town Clerk and the special permit granting authority as specified in § 145-65C of the Zoning Bylaws. [Amended 4-25-1995 STM by Art. 11; 9-24-1996 STM by Art. 39; 1-4-2000 STM by Art. 11]

(1) For applicable land disturbance as specified in Chapter 85 of the Townsend General Bylaw, a Stormwater Management Application shall be filed in conjunction with this application to determine subjectivity to either a Minor or Major Stormwater Management Permit.

(2) If applicable, strict adherence to Chapter 85 of the Townsend General Bylaws, NPDES Phase II Stormwater Management, and its associated Regulations, shall be required.

Or take any other action in relation thereto.

SUBMITTED BY: Planning Board

ARTICLE 20

To see if the Town will vote to amend the Town's Zoning Bylaw Article XVI Renewable/Alternative Energy, Section 145-87. Wind Energy Systems A. (1) Applicability, B. Definitions and D. (2) (c) NEC compliance by adding italicized and underlined sections:

A. Purpose. The purpose of this bylaw is to minimize the impacts of wind turbines on the character of neighborhoods, property values, scenic, historic, and environmental resources of the Town and to protect health and safety while allowing wind energy.

(1) Applicability

This section applies to all utility-scale, on-site wind facilities, and Small Wind Energy Systems, proposed to be constructed after the effective date of this section. This section also includes building-integrated wind systems, and physical modifications to existing wind facilities that materially alter the type, configuration, location or size of such facilities or other equipment.

B. Definitions.

Utility-Scale Wind Facility: A commercial wind facility, where the primary use of the facility is electrical generation to be sold to the wholesale electricity markets.

On-Site Wind Facility: A wind project, which is located at a commercial, industrial, agricultural, institutional, or public facility that will generate electricity on-site.

Small Wind Energy System (SWES): All equipment, machinery and structures utilized in connection with the conversion of kinetic energy of wind into electrical power including storage, electrical collection and supply equipment, transformers, service and access roads, and one or more wind turbines, which will have a height not to exceed 80 feet.

Large Wind Energy System (LWES): All equipment, machinery and structures utilized in connection with the conversion of kinetic energy of wind into electrical power including storage, electrical collection and supply equipment, transformers, service and access roads, and one or more wind turbines, which will have a height greater than 80 feet.

Building-Integrated Wind Energy Facility: A wind energy facility shall be considered to be building-integrated if it is designed to be permanently mounted on a building or other inhabitable structure. This definition applies to wind turbines of any capacity that are designed to be operated in direct contact with a building. This definition also covers, for the purposes of this zoning provision, other wind energy facilities primarily used for land-based applications which may be permanently mounted and operated on a building.

D. Small Wind Energy System Requirements
(1) Building Permit

No Small Wind Energy System (SWES) shall be erected, constructed, installed or modified as provided in this section without first obtaining a Building Permit. All such wind energy systems shall be constructed and operated in a manner that, where economically feasible, will minimize adverse visual, safety and environmental impacts. The construction of a small wind facility shall be permitted in any zoning district, except a designated Historic District, subject to the issuance of a Permit and provided that the use complies with all requirements set forth in sections F, G and H set forth herein.

(2) Application Process & Requirements

The Building Permit application shall be accompanied by deliverables including the following:

- (a) A plot plan showing:
 - i. Property lines and physical dimensions of the subject property within 500 feet of the wind turbine from the proposed tower location;
 - ii. Location, dimensions, and types of existing major structures on the property;
 - iii. Location of the proposed wind system tower, foundations, guy anchors and associated equipment;
 - iv. The right-of-way of any public road that is contiguous with the property;
 - v. Location of all existing above ground or overhead gas or electric infrastructure, including Critical Electric Infrastructure, and utility rights of way (ROW) and easements, whether fully cleared of vegetation or only partially cleared, within 500 feet of the site parcel;
 - vi. Location and approximate height of tree cover;
 - vii. Wetland resource areas within 100 feet of the proposed area;
 - viii. Rivers, streams or brooks within 200 feet of the proposed area.
- (b) Wind system specifications, including manufacturer and model, rotor diameter, tower height, tower type (freestanding or guyed).
- (c) One or three line electrical diagram detailing wind turbine, associated components, and electrical interconnection methods, with all NEC (National Electric Code) and applicable Massachusetts Electric Code Amendment-compliant disconnects and overcurrent devices.

Or take any other action in relation thereto.

SUBMITTED BY: Planning Board

DISPOSITION OF TOWN-OWNED LAND

ARTICLE 21

To see if the Town will vote to authorize the Board of Selectmen to enter into a lease(s) with a solar energy developer(s) for the purpose of developing a ground-mounted solar energy facility on Town-owned land at Map 6, Block 8, Lot 0, 33 Greenville Road, Map 18, Block 24, Lot 0, off Turnpike Road, or Map 27, Block 48, Lot 0, Old Meeting House Road adjacent to the Highway Garage, subject to such terms and conditions deemed by the Board of Selectmen to be in the best interests of the Town; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

And you are directed to serve this Warrant, by posting up attested copies thereof at MEMORIAL HALL, 272 MAIN STREET at the Center, WEST TOWNSEND FIRE STATION, 460 MAIN STREET in West Townsend, POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD, NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, and HARBOR CHURCH, 80 MAIN STREET in said Town, at least FOURTEEN (14) days before the time of holding said meeting.

HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of the meeting, as aforesaid.

Given under our hands this 4th day of November in the year TWO THOUSAND FOURTEEN.

SELECTMEN OF TOWNSEND

Sue Lisio
Sue Lisio, Chairman

Colin McNabb
Colin McNabb, ~~Vice~~ Chairman

Carolyn Smart
Carolyn Smart, Clerk

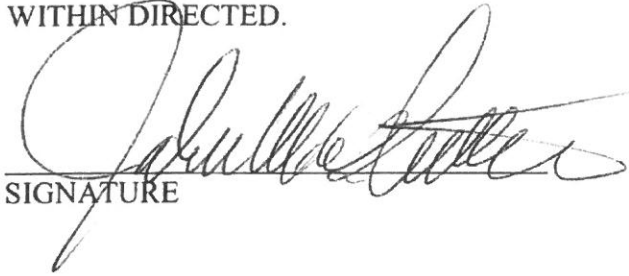
A true copy. ATTEST:

_____ CONSTABLE

MIDDLESEX, SS.

PURSUANT TO THE WITHIN WARRANT, I have notified and warned the inhabitants of the Town of TOWNSEND by posting up attested copies of the same at: MEMORIAL HALL, 272 MAIN STREET AT THE CENTER, WEST TOWNSEND FIRE STATION, 460 MAIN STREET IN WEST TOWNSEND, POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD, NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, and HARBOR CHURCH, 80 MAIN STREET, AT LEAST FOURTEEN (14) DAYS BEFORE THE DATE OF THE MEETING, AS WITHIN DIRECTED.

Constable of TOWNSEND



SIGNATURE

LOCATION	TIME	MONTH	DAY	YEAR
MEMORIAL HALL	<u>11:14</u>	<u>11</u>	<u>07</u>	<u>2014</u>
WEST TOWNSEND FIRE STATION	<u>11:08</u>	<u>11</u>	<u>07</u>	<u>2014</u>
NORTH MIDDLESEX REGIONAL HIGH SCHOOL	<u>11:18</u>	<u>11</u>	<u>07</u>	<u>2014</u>
POLICE/COMMUNICATIONS CENTER	<u>11:34</u>	<u>11</u>	<u>07</u>	<u>2014</u>
HARBOR CHURCH	<u>11:15</u>	<u>11</u>	<u>07</u>	<u>2014</u>

SICK LEAVE DONATION POLICY

Policy

Each employee may donate to another employee up to three (3) days of accrued sick leave per year. The recipient employee must be a benefitted employee entitled to accrue sick leave and shall have exhausted all available leave (sick, vacation, personal, etc.). Sick leave may only be donated if the recipient employee has a serious injury or illness. All sick leave donations shall be subject to the prior approval of the Town Administrator.

A recipient employee is not eligible to receive more than one hundred (100) days of donated sick leave per injury or illness.

A donor employee who has accrued the maximum one-hundred-fifty (150) days of sick leave may not donate days in excess of said maximum. For instance, a donor employee who has accrued the maximum 150 days shall subtract the donated days from 150. A donor employee is not limited in the number of sick leave donations they make per year, subject to the approval of the Town Administrator. An employee shall not make a sick leave donation that would result in a negative sick leave balance.

Members of collective bargaining units may donate sick leave to employees outside the bargaining unit.

Process

An employee desiring to donate sick leave to a recipient employee shall contact the Town Administrator by written memorandum or email. The donor employee shall indicate the number of days or hours that he/she desires to donate and the name of the recipient employee. The Town Administrator shall either approve or deny the request to donate and shall notify the donor employee of the decision. The Town Treasurer shall deduct the donated leave from the donor employee's accrual and the donor employee's payroll records shall include a notation that such deduction has occurred.

Date of Adoption: _____.



TOWN OF TOWNSEND SICK TIME DONATION POLICY

Policy #2-05

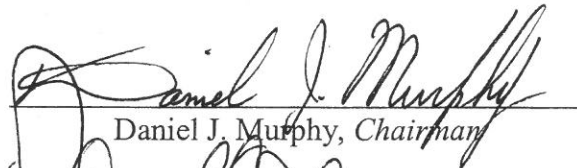
Sick Leave Donations

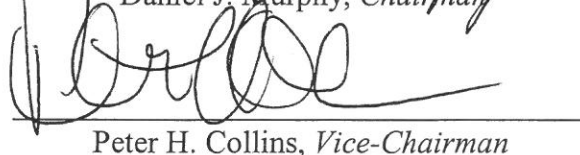
Up to three (3) days of accumulated sick leave can be donated per employee, per year, to another employee, including a fractional employee, who has used all available sick, vacation, and/or personal time and is in need of additional time because of a serious injury or illness at the discretion of the Town Administrator or his/her designee.

An employee receiving such donations is not allowed to receive more than 100 days of sick leave in donations per injury or illness.

Employees who have accrued the maximum number of sick leave credits (150 days) may not donate any days in excess of the maximum towards another employee.

Adopted by the Board of Selectmen on August 30, 2005
THE TOWNSEND BOARD OF SELECTMEN


Daniel J. Murphy, *Chairman*


Peter H. Collins, *Vice-Chairman*


Robert Plamondon, *Clerk*



Office of the
BOARD OF SELECTMEN
272 Main Street
Townsend, Massachusetts 01469

Daniel J. Murphy, *Chairman*
Gregory W. Barnes,
Town Administrator

Peter H. Collins, *Vice-Chairman*

Robert Plamondon, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

DATE: September 22, 2005

TO: All Non-Contractual Employees

FROM: Gregory W. Barnes
Gregory W. Barnes, Town Administrator

RE: **POLICY FOR SICK LEAVE DONATIONS AS ADOPTED BY THE
BOARD OF SELECTMEN**

As many of you are already aware, the Selectmen formally adopted a sick leave donation policy at their meeting of August 30, 2005 for non-contractual employees, retroactive to June 21, 2005. The policy reads as follows:

Sick Leave Donations

Up to three (3) days of accumulated sick leave can be donated per employee, per year, to another employee, including a fractional employee, who has used all available sick, vacation, and/or personal time and is in need of additional time because of a serious injury or illness at the discretion of the Town Administrator or his/her designee.

An employee receiving such donations is not allowed to receive more than 100 days of sick leave in donations per injury or illness.

Employees who have accrued the maximum number of sick leave credits (150 days) may not donate any days in excess of the maximum towards another employee.

In terms of the mechanics of this policy, an employee interested in donating sick time and who has not already done so should send an e-mail or memo to my office indicating the amount of days (expressed in hours if less than full day increments) that he or she wishes to donate. Any amount donated will be deducted from the accrued amount of sick time shown on the weekly payroll earnings statement of the donating employee. On the first payroll earnings statement from which the Treasurer deducts the donated amount, a notation will be included on the statement indicating that such a deduction has occurred. Please note that no such deductions have to date been reflected on anyone's statement who has already donated time, but it is expected that this will be done in the next few weeks.

Please be aware that one of our Town employees currently has a serious illness and has no sick time. Therefore, you may want to consider donating your sick time to assist this employee in a time of need.

As always, please do not hesitate to contact me with any questions.

cc: Board of Selectmen



Office of
Land Use Coordinator
272 Main Street
Townsend, Massachusetts 01469
(978)597-1723 Fax (978)597-1722

RECEIVED

NOV 5 2014

3.5

SELECTMEN'S OFFICE

DATE: November 5, 2014

TO: Assessor's Office
Board of Selectmen
Board of Health
Building Inspector
Conservation Commission
Fire Department
Highway Department
Historic District Commission
Housing Authority
Land Use Coordinator
Police Department
Town Clerk
Water Department
Zoning Board of Appeals

SUBJECT: 19 Main Street,
North Middlesex Regional School District
New High School

FROM: Jeanne Hollows / Karen Chapman, Co-Land Use Coordinators

Jeanne H. Karen C.

Attached please find two Mandatory Referral Requests: one from the Planning Board and one from the Zoning Board, along with one copy of the Application Package & Plan set which has been filed for the proposed new high school

The applicants combined both Special Permit applications, along with all related documentation under one cover. We are, therefore providing just one copy of the submission to you.

Could you please respond to each of the Referral Notices separately and return them to their respective Boards?

Thank you.

*Full Plans AND
SUPPORTING DOCUMENTS
ARE AVAILABLE IN THE
OFFICE*

**TOWN OF TOWNSEND
ZONING BOARD OF APPEALS
272 MAIN STREET
TOWNSEND, MA 01469**

To: Planning Board
Board of Health
Conservation Commission
Board of Selectmen

REFERRAL NOTICE

Please Review the attached application and relay to the Zoning Board of Appeals any questions or concerns you may have. This referral is required under §145-65 of the Townsend Zoning Bylaw. Under MGL Ch. 40A, Sec. 11, comments should be provided within 35 days. Failure to make recommendations shall be deemed lack of opposition. Ch. 40A also requires you to notify the applicant of your comments.

APPLICANT: North Middlesex Regional School District
LOCUS ADDRESS: 19 Main Street
PARCEL ID: Assessor's Map 41, Block 10, Lot 0

Date of Hearing: December 17, 2014 @ 7:00pm
Date of Referral: November 5, 2014

cc: Building Inspector
Police Chief
Fire Chief
Highway
Water Department
Assessors

Petition: *(from legal notice)*

The Townsend Zoning Board of Appeals will hold a public hearing on **Wednesday, December 17, 2014 at 7:00pm** at Memorial Hall on the application of the NMRSD for a **Special Permit** under Zoning Bylaw §§145-40, 145-46 and 145-65.

The applicant is proposing to construct a new high school on the property located at **19 Main Street** which requires a special permit for the Aquifer Protection Overlay District and Earth Excavation > 7,000 cubic yards.

COMMENTS: _____

NO COMMENT _____

SIGNED: _____ **DATE:** _____



Office of
ZONING BOARD OF APPEALS
272 Main Street
Townsend, Massachusetts 01469
978-597-1700 x1723; 978-597-1722 fax

R E C E I V E D
NOV 05 2014

TOWN OF TOWNSEND
TOWN CLERK

LEGAL NOTICE

In accordance with MGL Chapter 40A and the Townsend Zoning Bylaw, the Townsend Zoning Board of Appeals will hold a public hearing on **Wednesday, December 17, 2014 at 7:00pm** at Memorial Hall, 272 Main St., on the application of the **North Middlesex Regional School District** for a **Special Permit** under Zoning Bylaw §§145-40, 145-46 and 145-65. The applicant is proposing to construct a new high school on the property located at **19 Main Street (Assessor's Map 41, Block 10, Lot 0)**, which requires a special permit for the Aquifer Protection Overlay District and Earth Excavation >7,000 cubic yards.

Parties wishing to speak in support of, or in opposition to, this application may do so in writing prior to the hearing, or at the hearing in person or represented by an agent or attorney. Copies of this application are available for review in the offices of the Town Clerk and Zoning Board Office during business hours.

William Cadogan
Chairman, Zoning Board of Appeals

Townsend Times: November 28, and December 5, 2014

cc: Applicant
Agriculture Commission
Assessors
Board of Health
Board of Selectmen
Building Inspector
Conservation Commission
Fire Department
Highway Department
Historic District Commission
Housing Authority
Land Use Coordinator
Planning Board
Police Department
Street file
Town Clerk
Water Department



THE PLANNING BOARD
272 Main Street
Townsend, Massachusetts 01469
978-597-1700 x1722 * 978-597-1722 fax
jhollows@townsend.ma.us

RECEIVED
NOV 05 2014
TOWN OF TOWNSEND
TOWN CLERK

Jeffrey R. Peduzzi, Chairman **Nicholas E. Thalheimer, Vice Chairman** **Lance J. McNally, Clerk**
Christopher Nocella, Member **Perry J. Tomasetti, Member** **Jerrilyn T. Bozicas, Associate Member**

**TOWNSEND
PLANNING BOARD
LEGAL NOTICE**

In accordance with MGL Chapter 40-A and the Townsend Zoning By-laws, §145-42 Site Plan Review Special Permit and §145-65 Special Permits, the Planning Board will hold a public hearing on **Monday, December 15, 2014 at 7:30 p.m., in the Selectmen's Chambers at Memorial Hall, 272 Main Street**, to review an application received from the North Middlesex Regional School District, regarding a proposal to construct a new two-story, 180,530 sq. ft. high school, associated parking, utilities and playing fields to be located on the existing site at 19 Main St., Assessor's Map 41, Block(s) 10, Lot(s) 0, zoned RA3 (Residential A District).

The application is available for review at the Planning Board, Land Use Coordinator, and Town Clerk's Offices at 272 Main St. during regular business hours. Parties wishing to speak in favor of, or in opposition to this proposal, may do so in writing prior to the hearing, or may appear at the hearing in person, or represented by an agent or attorney. Interested parties are encouraged to attend.

Respectfully submitted,
Jeffrey R. Peduzzi, Chairman

Publish in the Townsend Times: November 28, 2014 & December 5, 2014

cc: Town Clerk
 Other Towns
 Applicant/Abutters
 Assessors Office
 Board of Selectmen
 Board of Health
 Building Inspector
 Conservation Commission
 Fire Department
 Highway Department
 Historic District Commission
 Housing Authority
 Land Use Coordinator
 Montachusett Regional Planning Commission
 Police Department
 Water Department Commission
 Zoning Board of Appeals

**TOWN OF TOWNSEND
PLANNING BOARD
272 MAIN ST.
TOWNSEND, MA 01469
978- 597-1700 x 1722 * 978- 597-1722 fax
jhollows@townsend.ma.us**

Date: November 5, 2014

To: Assessor's Office
Board of Selectmen
Board of Health
Building Inspector
Conservation Commission
Fire Department
Highway Department

Historic District Commission
Housing Authority
Land Use Coordinator
Police Department
Town Clerk
Water Department
Zoning Board of Appeals

From: Planning Board Office

MANDATORY REFERRAL NOTICE

In accordance with MGL Chapter 40-A, and the Townsend Zoning By-laws Section 145-42 Site Plan Review Special Permit, and Section 145-65 Special Permits, the Planning Board will hold a public hearing regarding an application received from the North Middlesex Regional School District, regarding a proposal to construct a new two-story, 180,530 sq. ft. high school, associated parking, utilities, and playing fields. Please review the attached application and relay to the Planning Board any questions or concerns you may have. Under MGL Ch. 40A, Section 11, please provide any comments within 35 days to this office, and also to the applicant. Failure to make recommendations shall be deemed lack of opposition.

APPLICANT/PROPONENT **Joan Landers, Superintendent**
North Middlesex Regional School District
45 Main Street
Pepperell, MA 01463

LOCUS ADDRESS: **19 Main Street**

PARCEL ID: **Assessor's Map 41, Block(s) 10, Lot(s) 0**
Zoned RA3 (Residential District)

OWNER: **North Middlesex Regional School District**

DATE / TIME OF HEARING: **Monday, December 15, 2014 at 7:30 PM**

PLACE OF HEARING: **Selectmen's Chambers**

LEGAL AD: **Townsend Times: Nov. 28, 2014 & Dec. 5, 2014**

COMMENTS _____

NO COMMENT _____

SIGNED: _____

DATE: _____



Office of the
BOARD OF SELECTMEN
272 Main Street
Townsend, Massachusetts 01469

3.6

Sue Lisio, *Chairman*
Andrew J. Sheehan,
Town Administrator

Colin McNabb, *Vice-Chairman*

Carolyn Smart, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

November 18, 2014

John R. DiNapoli
Municipal & Community Services Manager
Unitil Corporation
285 John Fitch Highway
Fitchburg, MA 01420-5993

RE: West Townsend Unitil Substation
Noise Mitigation Measures

Dear Mr. DiNapoli:

The Townsend Board of Selectmen has on several occasions discussed the issue of noise caused by the mobile generator used in the past at the West Townsend substation. The Board is dissatisfied with the progress Unitil has made to date in committing to address the noise issue going forward.

The Townsend Board of Selectmen hereby expresses its expectation that upon installing a mobile generator in the future Unitil will install a sound barrier sufficient to muffle the sound caused by such mobile generator. We trust you will ensure Unitil's cooperation in this regard. Please contact Andrew J. Sheehan, Town Administrator, if you have any questions in this regard.

Very truly yours,

TOWNSEND BOARD OF SELECTMEN

Sue Lisio, Chairman

Colin McNabb, Vice-Chairman

Carolyn Smart, Clerk



Office of
Zoning Board of Appeals
272 Main Street
Townsend, Massachusetts 01469
(978)-597-1700 x1723 Fax (978) 597-1722

A.1

William Cadogan, *Chair*
Darlene Sodano, *Vice-Chair*

Anthony Genova, *Member*
Craig Stevens, *Member*

John Giunta, *Associate member*
Kelly Chambers, *Associate member*

November 5, 2014

TO: Board of Selectmen

FROM: Zoning Board of Appeals

At their regularly scheduled meeting on October 29, 2014, the Zoning Board of Appeals voted unanimously to recommend the following residents to be appointed as a full voting member of the Board for a term effective from appointment to expire June 30, 2017. This will fill the position vacated by the resignation of Julie Johnson. The vacancy was posted on September 4, 2014.

Kelly L. Chambers 62 South Harbor Road 597-3169

If the Selectmen have any questions please feel free to contact me at extension 1723.

Karen Chapman
ZBA Administrative Asst.

**NOTICE OF VACANCIES
TOWNSEND ZONING BOARD OF APPEALS**

RECEIVED
SEP 04 2014
TOWN OF TOWNSEND
TOWN CLERK

Pursuant to M.G.L. Chapter 40A, Section 12, the Zoning Board of Appeals hereby announces the following openings on the Board:

**1 Member: Term effective from appointment to June 30, 2017
To fill a position after resignation**

**1 Associate member: Term effective from appointment to
June 30, 2015**

Chapter 145. ZONING

§ 145-63. Zoning Board of Appeals.

- A. **Establishment.** There shall be a Zoning Board of Appeals consisting of five members and three associate members appointed by the Board of Selectmen as provided in Massachusetts General Laws, Chapter 40A, Section 12 and the Town Charter.
- B. **Powers.** The Zoning Board of Appeals shall have the following powers:
 - (1) To hear and decide appeals in accordance with §145-64.
 - (2) To hear and decide applications for special permits upon which the Board of Appeals is empowered to act.
 - (3) To hear and decide petitions for variances as set forth in §145-66.

If interested, please submit a Volunteer Response Form to the Town Clerk or Board of Selectmen.