



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
JANUARY 13, 2015, 6:00 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 Town Administrator updates and reports. Votes may be taken.
- 1.6 Board of Selectmen announcements, updates, and reports. Votes may be taken.
- 1.7 Approval of meeting minutes: December 2 and 16, 2014, and January 7, 2015. Votes may be taken.

II APPOINTMENTS AND HEARINGS

- 2.1 6:05 Review and approve request of Police Chief Erving M. Marshall, Jr. to appoint the following to the Townsend Police Department. Votes may be taken.
 - Mark Giancotti as Lieutenant for a term through June 30, 2015, contingent on negotiating a contract;
 - Kimberly Mattson as Sergeant for a term from January 13, 2015 to June 30, 2015;
 - Randy Girard as Sergeant for a term from January 14, 2015 to June 30, 2015.
- 2.2 6:15 Cable Television Public Hearing to take public input on whether Comcast is in compliance with its current license and determine the Town's future cable related needs; and determine whether to issue a cable license to Comcast. Votes may be taken.

III MEETING BUSINESS

- 3.1 Discuss Board of Selectmen member requests for information and process to be followed. Votes may be taken.
- 3.2 Review request to declare surplus certain office equipment and supplies of the Water Department. Votes may be taken.
- 3.3 Review and approve change orders for Weston & Sampson Engineers for its contract for installation of the SCADA system at the Water Department. Votes may be taken.
- 3.4 FY16 operating budget: continue to review and discuss Selectmen budgets. Votes may be taken.
- 3.5 FY16 Capital Budget: review and discuss Selectmen capital budgets. Votes may be taken.
- 3.6 Review and approve one day liquor license from John King c/o Friends of the Townsend Library for a charity event at the Townsend Public Library/Meeting Hall, 12 Dudley Road, on February 28, 2015 from 6:00-9:00PM. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Review and approve request of Police Chief Erving M. Marshall, Jr. to appoint John Morreale as a Special Police Officers for a term from January 13, 2015 to June 30, 2015. Votes may be taken.

V WORK SESSION

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



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

1.7

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

Colin McNabb, *Vice-Chairman*

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

MINUTES
DECEMBER 2, 2014, 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 7:00PM the Chairman called the meeting to order. 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: None.
- 1.5 Town Administrator updates and reports:
 - AS reminded everyone that the Town Meeting is at 7PM tomorrow, December 3, 2014. There is information on the town website as to what will be discussed.
 - The Devens Regional Household Hazardous Product Collection Center is open December 4 and 7, which will be the last days until March 2015.
 - AS provided a clarification about the Treasurer-Collector reorganization. It has not been contemplated that staff from the Water Department will be transferred to the Treasurer-Clerk's Office. The Water Department Office Administrator is a union position and transferring her would be a change in working conditions that would have to be negotiated. It has been the plan that the new positions would be posted and filled.
 - AS also provided a clarification about pension payments. Pension checks are checks are cut by the pension system, not the Town. A retiree receives their pension benefits from the retirement system. CS asked how town is assessed regarding retirement. AS answered that the assessment is based on an actuarial analysis that looks at the age of the workforce, the number of people expected to retire at a given point, and the number of employees. Employees pay into the system throughout their careers and the last employer is not responsible for the entire pension. AS said the Middlesex County Retirement System did an analysis several years ago which looked at all these factors. The System has provided increases for the next several years. SL requested that this conversation be discussed during the budget meetings.
- 1.6 Board of Selectmen announcements, updates, and report: CM reminded everyone that the Tree Lighting ceremony will take place Sunday December 7, 2014 at 5PM. Although the common is not finished being decorated, it will be by then.
- 1.7 Approval of meeting minutes: November 18, 2014. CS moved to approve the meeting minutes, CM seconded, unanimous.

II APPOINTMENTS AND HEARINGS

- 2.1 6:05 Green Communities Annual Report: Land Use Coordinator Karen Chapman (KC) was present to discuss the Green Communities Annual Report and request the Board's approval. She was joined by

- Energy Committee members Michael Brown and Sue Dejaniak. Kelly Brown of the Mass. Department of Energy Resources has suggested adding some of the schools. This would alter the base year usage number and make the schools eligible to receive Green Communities funding for upgrades. KC emailed superintendent and also requested a six month extension to spend remaining \$11,000 and wrap up final report. CS moved to except and sign Green Communities Annual Report, CM seconded, unanimous.
- 2.2 6:15 North Middlesex Regional High School permitting and inspections: Building Commissioner Richard Hanks (RH) presented a proposal for permits, inspections, and fees for the High School building project. RH suggested taking the projected cost divided by the number of weeks and inspectors would get paid a weekly stipend. CM questioned the waived inspection fees, SL explained that when the budget was discussed for \$350,000 there was the issue of part time inspectors and how to handle accounting and compensation. CS asked about the cost associated with inspections, AS answered that the original discussion and letter to the Building Committee stated that the estimate did not cover permits issued by the Planning Board, Board of Health, or Conservation Commission. It also did not mention permits, inspections, and fees from the Fire Dept., which was an oversight. RH said the project will add substantially to the workload of the inspectors and all their regular work still needs to get done. SL pointed out that salaried employees have light weeks and heavy weeks and it balances out over time. CS asked how the Town Hall renovation was handled and RH said he was paid an additional \$500 per week. Building Committee chairman Rob Templeton (RT) said the Massachusetts School building Authority (MSBA) may have an objection to paying stipends, but said he would look into it. AS pointed out that the \$350,000 estimate was to cover the costs of inspections and did not follow the usual permit calculation. RH said he and the other inspectors prefer stipends and added that the benefit of stipends is budget certainty. CS suggested an inter-municipal agreement between the three towns. SL asked how the accounting would be handled. AS said the fee would be deposited and captured on the recap over the three year duration of the project. That allows the revenue to be spread out to cover the annual costs. AS said he would draft a summary for the Board's consideration.

III MEETING BUSINESS

- 3.1 Kinder-Morgan Northeast Direct Pipeline Project Update: AS reported Kinder Morgan is expected to amend their plans to relocate the main line in New Hampshire. He is awaiting confirmation and further details.
- 3.2 Route 119 sidewalk: continuation of discussion and review of engineering cost estimates from Highway Superintendent Ed Kukkula. CM suggested checking with state to see if they would still be willing to pay for wider sidewalks by the harbor if the Town designs it. SL reminded there was a commitment given to the Squannacook Greenways representatives to build a sidewalk along the road that the rail trail could follow. CS suggested that Town Meeting be presented with two options, either the rail trail or the sidewalk. CM is not in favor of an either or scenario and asked why CS was trying to kill the rail trail, CS responded that was not what she was suggesting. CM suggested they table the discussion and invite Ed Kukkula and Squannacook Greenways to a meeting in January.
- 3.3 Authorize deficit spending for snow and ice pursuant to G. L. c. 44, s. 31D. AS said this is the standard authorization to deficit spend for winter operations. CS motioned that in accordance with Mass G.L. c44 s. 31D, we the board of selectmen do hereby authorize the town account to issue warrants and the town treasurer to pay such warrants in excess of available appropriation up to \$75,000 for snow and ice removal. CM seconded. Unanimous.
- 3.4 Special Town Meeting: Review and discuss articles for Special Town Meeting on December 3, 2014. AS presented an updated appropriation spreadsheet. CM said that he is still not sure about Article 11 and believes it should be left to town meeting. SL believes that the article will hold more weight if the people know the Board supports it. CS said that she would rather spend the money elsewhere and suggested making a motion to support the Article to examine salary. SL suggested getting a temp to do the study, but CS disagrees. CM is against anyone from town doing the study and asserted that it should

be done independently. CS again states that it is a print and click from online resources. SL asked whether this is a necessary expense and believes that Townsend is not competitive. CS suggested allocating \$2,000 and asked AS if that was reasonable. AS responded that it is hard to know if a number picked out of the air will be enough. CS asked for a total compensation analysis. AS said an alternative is to pick an accelerator, like a 2 ½ %, and make an across the board cost of living adjustment. CS moved to support article 11, CM seconded, passed 2-1 (CS opposed).

- 3.5 Review Board of Selectmen policy: Policy #2-05 Sick Time Donation. CS moved to adopt sick time donation policy, CM seconded, unanimous.
- 3.6 Review guidance document for vacation accruals. Tabled to 12/6/14 meeting.
- 3.7 Update on capital borrowing: AS reported that the bond anticipation note is to be signed on 12/9/14.
- 3.8 Review request for One Day Special Liquor License for Terri Roy of Townsend VFW Post 6538, 491A Main Street for a Holiday Family Party on December 20, 2014 from 7-11PM. CS moved to approve for one day a special liquor license request for Terri Roy of Townsend VFW 6538, for a holiday party to be held on December 20, 2014 form 7-11PM. CM seconded. Unanimous.
- 3.9 Continue review and discussion of goals: tabled to be discussed at a later meeting

IV APPOINTMENTS OF PERSONNEL/OFFICIALS:

- 4.1 Council on Aging: Review the request of the Council on Aging to hire Donna Fenton as the Volunteer Coordinator. CS moved to approve hiring of Donna Fenton as the Volunteer Coordinator, CM seconded, unanimous
- 4.2 Energy Committee: Review the request of the Energy Committee to appoint Kathleen Thompson to the Energy Committee to serve until June 30, 2016: CS moved to approve Kathleen Thompson to the Energy Committee, CM seconded, unanimous

V WORK SESSION

- 5.1 Review and sign payroll and bills payable warrants: CS motioned to review and sign payroll and bills payable warrants outside of session. CM seconded, unanimous.

7:42PM CM moved to adjourn the meeting. CS seconded. Unanimous

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.



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
DECEMBER 16, 2014, 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 6:01PM the Chairman called the meeting to order and toll 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: Items 2.1 and 3.16 were added to the agenda
- 1.5 Town Administrator updates and reports. AS reported on the progress of the handicap ramp at the West Townsend Reading Room. Nashoba Tech finished the handicap ramp and Roger Rapoza and his team started excavation today for the path that leads from the parking lot to the base of the ramp. Weather permitting, it should be completed by tomorrow. AS thanked Nashoba Tech, instructors, students, Roger Rapoza and the cemetery department and Mark Mercurio for coordinating efforts.
- 1.6 Board of Selectmen announcements, updates, and reports.
 - CS asked if siding and windows were also going to be bid out, AS responded that he had met with the committee last week and it should be ready to go in the spring time.
 - CS asked if a survey was done at the police department, AS responded that he believes the police Chief did one, and he will check in with the police chief. SL said that if a survey was done, the board was not a part of it.
- 1.7 Approval of meeting minutes: November 25 and December 3, 2014. CS moved to approve the minutes from November 25, 2014 as well as December 3, 2014. CM seconded. Unanimous

II APPOINTMENTS AND HEARINGS

- 2.1 Town Clerk Kathy Spofford announced the availability of dog licenses: \$6.00 for neutered/spayed, \$11 for unaltered, those prices go up March 1, 2015, starting at \$10.00 per dog. If licensing is done before February 1, 2015, dog owners will be entered in to Number One Tag contest, and there will be a blanket for a prize. The winner will be announced at one of the selectmen meetings.

III MEETING BUSINESS

- 3.1 Kinder-Morgan Northeast Direct Pipeline: Project Update: AS reported that not much has changed since last meeting: the mainline has been rerouted from Massachusetts to the southern rim of New Hampshire. The main, 36 inch line will not be coming through Townsend, nor will the compression station. A 12" lateral will run north to south through the town coming from Mason, NH in the vicinity of the old landfill, running due south from there, adjacent to Ash Swamp, across Main Street, following the electric right of ways, eventually going down to Lunenburg and connecting with the pipeline system in the Fitchburg area. Kinder Morgan has made their amended filing with FERC, making it a formal change to the route, but nothing prevents another change which they would have to again file for. The

timeline does not change: certificate in about a year, environmentally permitting after that, leading to construction in 2017/2018. SL added that meetings will still have to take place and will now probably include other people. SL also mentioned that the Coalition at no point intended to push this project out to neighbors. AS said that the open houses have not been scheduled as of yet but will most likely be sometime in either January or February. The location of the meetings will also probably change. The Conservation Commission is still on top of what is going on regarding this matter. Kinder Morgan will have to notify abutter to the project of the change. CS asked if the new route would be going through the water department land, AS responded that it was unclear at this point but notification would be received if that were the case. Andrea Wood asked if the auxiliary line would be run at the same time, AS said that the main line would probably be done first and then the lateral line. CM asked if the lateral line was smaller than the main line, AS said yes, it was about 12 inches as compared to the 30-36 of the main line. Andrea Wood asked if Kinder Morgan would be required to obtain town permits to go across Main Street, AS explained that they are exempt as a general rule from permitting at lower levels because it is a federal project making them responsible for federal rules. AS said it is still unclear as to what laws and bylaws apply at lower levels of government.

- 3.2 North Middlesex Regional High School permitting and inspections: Update on permitting, inspections, and fees for the High School building project: discussed updated information as well as the meeting that will be taking place next week with the building department and designers. AS to schedule meeting with building department as well. Update regarding fire department fees and inspection process, FD will reach out to Fire Marshall for help in reviewing the plan. Rob Templeton of the Building Committee had found out that permit fees are not reimbursable by the state. SL requested that after town meeting RH and AS update again. CS asked RH about the inspections regarding the liquor license renewal, RH has completed all of them.
- 3.3 Review and approve annual renewals for auto, common victualler, alcohol, and entertainment licenses. CS asked if the times on the licenses had been changed, AS said yes. CS moved to approve and sign out of session the annual renewal for Class I, II, and III licenses, common victualler licenses, alcohol licenses both sections 12 and 15 and entertainment licenses contingent upon completion of required documentation and satisfactory inspection, effective January 1, 2015 through December 31, 2015. CM seconded. Unanimous.
- 3.4 Special Town Meeting: Review and discuss the Special Town Meeting on January 7, 2015, including the venue. Possibly modify venue due to insufficient parking. Discussed Hawthorne Brook School, the acoustics, and there will be no live TV feed available, and how to make the public aware either with a new warrant or updating the old.
- AS explained that in regards to Articles 4 and 8, which were going to take fund from the tax levy, now that the tax rate is set, that cannot be done. There is some flexibility with insurance as that came in about \$50,000 less then was budgeted. We will do the \$27,000 as a transfer instead of raise and appropriate from the tax levy. The Finance Committee has been notified of the changes.
 - SL asked about email list from town hall and how to sign up to receive emails, AS explained how to sign up for alerts and emails: go to www.townsend.ma.us, there is a signup on the main/home page, fill in email and receive notifications.
 - CS asked if insurance coverage was dropped since it came in under budget, AS explained that it was a reduction of premium because Karin Canfield (KC) went through policies for unnecessary equipment and redundancies. CS asked about the workers compensation audit, AS said that KC was able to go through that as well and that resulted in some positions being reclassified at a w/c lower rate.
 - CS reminded about message boards to advertise about the Town Meeting and SL reminded about advertising in the harbor.
- 3.5 Vote to open May 5, 2015 Annual Town Meeting warrant. CS moved to open warrant for annual town meeting to be held on May 5, 2015 annual town meeting. CM seconded. Unanimous.

- 3.6 FY16 budget: preliminary discussion including timeline, deadlines, employee compensation (CPI adjustment, COLA, step, etc.), and consensus revenue meeting. AS said that a revenue estimate is being put together to be discussed with SL as well as chairman of the finance committee. State aid will be an unknown factor until about March. Budget instructions will be going out to department heads. AS advised department heads to factor a 2 ½% increase for non-union personnel, which can be adjusted as needed.
- Departments have until January 21 to get their budgets in. Finance committee has requested to review the budgets as they come in.
 - Tentatively looking at February 10 to make a presentation on the first draft of the FY16 budget. Looking to publish the budget about four (4) weeks prior to town meeting.
 - SL asked about 2 ½% increase for non-union employees being the same as a level increase, AS said yes, either way the effect is the same.
 - CS discussed budget projections. AS explained that better than 50% of the budget is the schools and that information will not be provided until at least March. CS suggested making certain assumptions in regards to the schools based on past expenditures. SL and CM both agreed that AS's plan is acceptable.
- 3.7 Sign proclamation declaring January 2015 as Senior Appreciation Month. CS read proclamation. CS moved to approve January 2015 as Senior Appreciation Month. CM seconded. Unanimous.
- 3.8 Review guidance document for vacation accruals. AS explained that the current policy is contradictory and confusing. Currently states that a person is eligible for two (2) weeks' vacation on the fiscal year (July 1) following their five (5) year anniversary. AS would like to add guidelines so that time is accrued by anniversary date as opposed to fiscal year. CS and SL discussed the different aspects involved in tracking and accruing. CS said that it is a new policy that had to be signed off by all elected boards and committees, AS disagreed saying this was a guideline not rewriting the policy. SL requested 5 minute break at 709PM. CS moved to table agenda item 3.8. Unanimous.
- 3.9 Continue review of goals. Discussed meeting schedule for January which will be the 13th and 27th. Discussed setting up a meeting with the Board of Selectmen, Capital Planning and FinCom, potentially January 29th, time to be determined.
- AS discussed the top goal categories adopted by the Board: financial sustainability, policies and procedures, employees - existing, and information technology (IT), and the top tasks in each category.
 - Continue with financial sustainability, balanced budgets, investigate new area of revenue/resources, delinquent tax collections, five (5) year budget projection and retiree health insurance.
 - SL discussed fixed assets, as what is owned by the town, the value and the life expectancy, considering depreciation. Database that would include buildings, maintenance, projected maintenance, etc.
 - CS said that the accountant had the software and database to maintain that information, discussed getting access to that information to discuss in a work session. Requested that AS remind department heads to make sure that the database is up to date and contains the most up to date information.
 - SL brought up existing employees and annual performance evaluations including training for supervisors. AS said in order for evaluations to be effective they have to be consistently done across departments. CM agreed with AS that consistent performance evaluations are important, and suggested conducting exit interviews when employees leave. Training for employees and committee members could be done by Kopelman & Paige, EAP, insurer, and others, as well as professional trainers. Training improves transparency and compliance with laws and ethics. AS to put a plan together to accomplish annual performance evaluations for March 1.

- SL asked the members if they were on board with AS moving forward with list of goals as is; all agreed.
- 3.10 Vote to approve 2015 holiday schedule. CS moved to approve holiday schedule for calendar year 2015. CM seconded. Unanimous. SL asked when next BOS meeting was, decided it would be January 6, 2015, as the special town meeting is scheduled for January 7, 2015. January 13, 2015 would be the regular scheduled meeting.
 - 3.11 Review and approve request from Highway Superintendent Ed Kukkula to declare surplus sweeper brooms with estimated value of \$945. EK would like to trade the sweeper brooms with town of Lunenburg for their screening plant to be used as needed. CS moved to declare surplus sweeper broom worth an estimated value of \$945. CM seconded. Unanimous.
 - 3.12 Review mandatory referral from the Planning Board regarding amendments to the Board's rules and regulations. The full text of the amendments is available in the Selectmen's Office. No comments, agreed it looks good.
 - 3.13 2014 year end summary. Town Administrator Andrew Sheehan will summarize the accomplishments for the year. AS highlighted the positive accomplishments that have taken place in town this year. In short, 2014 has been a very good, strong year. We continue to work towards greater transparency: agendas and minutes are getting put up on the website calendar by Kathy Spofford. The West Townsend Reading Room ramp is nearing completion as noted earlier. VADAR finance software is fully implemented, and the staff in the finance departments continue to work with that. We are continuing to explore efficiencies and improvements in the area of financial management and ease of operation as well as transparency for the public. The Energy Committee is making progress on the Green Communities, receiving an extension to make more progress. Projects are underway at the Town Hall, insulating the basement to cut down on heating costs. The compensation and classification plan has been adjusted and further analysis contemplated; we have labor peace with all collective bargaining units. Town Meeting will hopefully support funding for IT improvements, helping move upgrades forward. North Middlesex High School Project and debt exclusion vote is an incredible investment and one of the biggest accomplishments that happened this year. The year saw significant staff transitions in the Town, with more to come. The Town's financial standing is very strong, with balanced budgets for quite a few years, retaining the essential services that are important to residents; and strong free cash for last several years. If the transfer for stabilization article goes through at the Town Meeting, will have about 6 ½% in general fund stabilization account, which is a very good number. SL asked what the recommended number is, AS said that 5-10%. AS would like to be between 5 and 7½%. The bond rating was restored to Aa3, which demonstrates very strong credit worthiness. We made great progress on capital investments with \$840,000 in FY15. Roads, highway equipment have been updated as well as some of the facilities. Helped by the state earmark in the FY15 budget and indebted to Representative Harrington for working so hard on Townsend's behalf. Savings on property and casualty insurance as noted earlier; awarded a 2% reduction on health insurance rates. The Collector/Treasurer office saw notable transitions with Kathy Rossbach retiring and Beth Ann Shied and Kate Stacy coming in. They have done a good job on delinquent tax accounts; improved efficiency with the lock box service for property and excise taxes; pending transfer of Water collections to Town Hall and the Water Department's move to a lockbox; identified historic staff shortage in the Treasurer-Collector office and benefits that would be wrought with additional staff if voted on at Town Meeting. The town is in a strong financial situation and AS is confident going forward. He gave credit to the Board, committees, Department Heads and staff.
 - 3.14 Discuss and approve request to close Town Hall and non-continuous operations departments to the public on December 26, 2014 and January 2, 2015 and allow employees to use personal or vacation leave. CS moved to approve request to close Town Hall and non-continuous operations departments to the public on December 26, 2014 and January 2, 2015 and allow employees to use personal or vacation leave. CM seconded. Unanimous.

- 3.15 Review request to hire temporary part-time help in the Collector's Office. Discussed temporary employees/agencies and the need in that department. 10-15 hours a week, 4-6 weeks, staff position paid out of wages or an account temps, just need adequate staffing to bridge to town meeting. CS moved to approve request for additional temporary help in the Collectors office, consistent with past practices. CM seconded. Unanimous.
- 3.16 Review and approve request from Highway Superintendent Ed Kukkula to award a bid to Nutmeg International Trucks, Inc., in the amount of \$48,500 for a used six-wheel dump truck. CS asked about award notice, AS said that it was done. CS moved to approve the recommendation from the Highway Superintendent to award the contract for a used 6-wheel dump truck to Nutmeg International Trucks Inc. for \$48,500 and to authorize the Town Administrator and/or Highway Superintendent to set award letter. CM seconded. Unanimous.
- CM offered his condolences to the Roberts family for the loss of his wife, Carol, Carol was a wonderful person. Thoughts and prayers to the entire family.
- SL would like AS to remind all the boards and committees that the minutes need to be submitted to the Town Clerk to be posted on the website in a timely fashion to maintain transparency.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

None

V WORK SESSION

- 5.1 Review and sign payroll and bills payable warrants. CS moved to review and sign the payroll and bills payable warrant out of session. CM seconded. Unanimous.

- VI EXECUTIVE SESSION:** Executive Session under GL c. 30A, 21(a)(3) to discuss strategy with respect to collective bargaining. SL read email from Jonathan Sclarsik, Assistant Attorney General, to CS. CM moved to open Executive Session under GL c. 30A, 21 (a)(3) to discuss strategy with respect to collective bargaining and employee benefits because having the discussion in open session will have a detrimental effect to those negotiations and strategies; and to adjourn directly from Executive Session. CS seconded. Unanimous.

ADJOURN FROM BOS MEETING AT 8:25PM

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.



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

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

Colin McNabb, *Vice-Chairman*

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

AGENDA
JANUARY 7, 2015, 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

At 6:08PM the Chairman called the meeting to order. Roll call showed Sue Lisio, Chairman (SL) and Colin McNabb, Vice Chairman (CM) present. Carolyn Smart, Clerk (CS) arrived at 6:14.

1. Review and discuss Special Town Meeting articles. The motions to be read at the Special Town Meeting were distributed among the members of the Board.
2. Chairman's additions and deletions. None.
3. 6:24PM CM moved to adjourn to the Special Town Meeting. CS seconded. Unanimous.

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 POLICE DEPARTMENT
P. O. Box 137
70 Brookline Road
Townsend, Massachusetts 01469

2.1

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

From: Erving M. Marshall, Jr., Chief of Police

Re: Mark Giacotti Request for appointment to Lieutenant

Date: January 9, 2015

In accordance with Chapter 41, Section 97a of the Massachusetts General Laws, I hereby submit that Sergeant Mark Giacotti be promoted and appointed to the rank of Lieutenant contingent upon the settlement of a personnel contract between himself and the Town of Townsend. Said appointment to have a start date upon agreement of the contract through June 30, 2015.

Respectfully submitted:



Erving M. Marshall, Jr.
Chief of Police

Cc: Appointment file
Giacotti file



TOWNSEND POLICE DEPARTMENT
P. O. Box 137
70 Brookline Road
Townsend, Massachusetts 01469

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

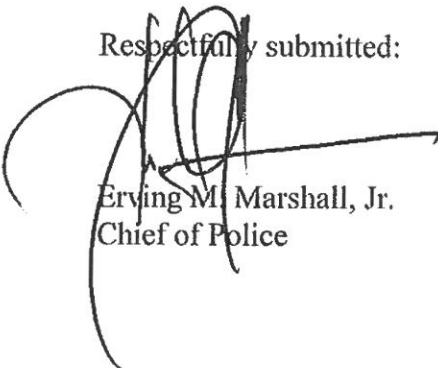
From: Erving M. Marshall, Jr., Chief of Police

Re: Kimberly Mattson Request for Promotion to Sergeant

Date: January 9, 2015

In accordance with Chapter 41, Section 97a of the Massachusetts General Laws, I hereby submit that Officer Kimberly Mattson be promoted and appointed to the rank of Sergeant from January 13, 2015 to June 30, 2015.

Respectfully submitted:



Erving M. Marshall, Jr.
Chief of Police

Cc: Appointment file
Mattson file



TOWNSEND POLICE DEPARTMENT
P. O. Box 137
70 Brookline Road
Townsend, Massachusetts 01469

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

From: Erving M. Marshall, Jr., Chief of Police

Re: Randy Girard Request for Promotion to Sergeant

Date: January 9, 2015

In accordance with Chapter 41, Section 97a of the Massachusetts General Laws, I hereby submit that Officer Randy Girard be promoted and appointed to the rank of Sergeant from January 14, 2015 to June 30, 2015.

Respectfully submitted:

Erving M. Marshall, Jr.
Chief of Police

Cc: Appointment file
Girard file

2.2

**TOWN OF TOWNSEND
NOTICE OF CABLE TELEVISION PUBLIC HEARING**

The Board of Selectmen of the Town of Townsend, as issuing authority for a cable television license under MGL c. 166A, will hold a public hearing on **Tuesday, January 13, 2015 at 6:15PM in the Selectmen's Chambers, 272 Main Street, Townsend.** The purpose of the public hearing will be to determine whether to issue a cable television license to Comcast. All applications, reports, statements, and license drafts to be considered at the hearing that constitute public records under state law are available for public inspection during regular business hours and for reproduction at a reasonable fee. Members of the public are invited to attend and be heard on the topic: (a) whether the current cable operator is in full compliance with its currently-existing cable license; and (b) what are the Town's future community cable-related needs.

Please publish in the *Townsend Times* on December 12, and 19, 2014.

Please bill to: Board of Selectmen
272 Main Street
Townsend, MA 01469

T: 978-597-1700 x 1701

F: 978-597-1719

Email: asheehan@townsend.ma.us

**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

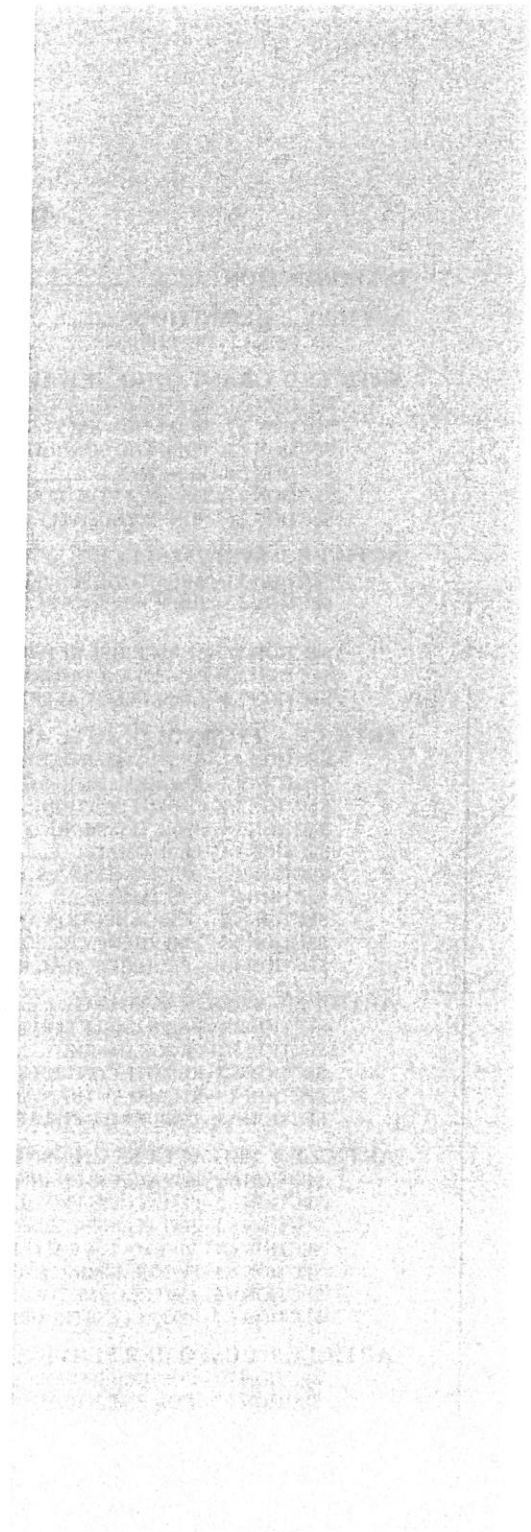


Table of Contents

INTRODUCTION.....	4
ARTICLE 1 DEFINITIONS.....	5
SECTION 1.1 - DEFINITIONS	5
ARTICLE 2 GRANT OF RENEWAL LICENSE	10
SECTION 2.1 - GRANT OF RENEWAL LICENSE	10
SECTION 2.2 - TERM: NON-EXCLUSIVITY	10
SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS	10
SECTION 2.4 - RENEWAL	11
SECTION 2.5 - RESERVATION OF AUTHORITY	11
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE	11
ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION.....	15
SECTION 3.1 - AREA TO BE SERVED	15
SECTION 3.2 - SUBSCRIBER NETWORK	16
SECTION 3.4 - SUBSCRIBER NETWORK CABLE DROPS	16
SECTION 3.5 - PARENTAL CONTROL CAPABILITY	17
SECTION 3.6 - EMERGENCY ALERT OVERRIDE CAPACITY	18
ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS	19
SECTION 4.1 - SYSTEM MAINTENANCE	19
SECTION 4.2 - REPAIRS AND RESTORATION	20
SECTION 4.3 - CABLE LOCATION	20
SECTION 4.4 - TREE TRIMMING	21
SECTION 4.5 - PLANT MAPS	22
SECTION 4.6 - BUILDING MOVES	22
SECTION 4.7 - DIG SAFE	22
SECTION 4.8 - DISCONNECTION AND RELOCATION	22
SECTION 4.9 - EMERGENCY REMOVAL OF PLANT	23
SECTION 4.10 - PROHIBITION AGAINST RESELLING OF SERVICE	23
ARTICLE 5 PROGRAMMING	24
SECTION 5.1 - BASIC CABLE SERVICE	24
SECTION 5.2 - PROGRAMMING	24
SECTION 5.3 - REMOTE CONTROLS	24
SECTION 5.4 - STEREO TV TRANSMISSIONS	24
SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE	25
ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT	26
SECTION 6.1 - PEG ACCESS CHANNEL	26
SECTION 6.2 - PEG ACCESS PROVIDER	27
SECTION 6.3 - PEG ACCESS CABLECASTING	28
SECTION 6.4 - PEG ACCESS CAPITAL SUPPORT	27
SECTION 6.5 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION	29
SECTION 6.6 - INTERCONNECTION WITH COMPETING CABLE LICENSEE	30
SECTION 6.7 - PEG ACCESS PROGRAMMING INDEMNIFICATION	30
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION.....	31
SECTION 7.1 - CUSTOMER SERVICE	31
SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES	31

SECTION 7.3 – SUBSCRIBER’ ANTENNAS – SWITCHING DEVICES	313129
SECTION 7.4 – SERVICE INTERRUPTIONS.....	323230
SECTION 7.5 – SUBSCRIBER TELEVISION SETS	323230
SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY	323230
SECTION 7.7 – MONITORING.....	323230
SECTION 7.8 – POLLING	333231
SECTION 7.9 – PROPRIETARY INFORMATION.....	333231
SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS	343432
ARTICLE 8 PRICES AND CHARGES	353533
SECTION 8.1 - PRICES AND CHARGES	353533
ARTICLE 9 REGULATORY OVERSIGHT	363634
SECTION 9.1 - INDEMNIFICATION	363634
SECTION 9.2 - INSURANCE	363634
SECTION 9.3 - PERFORMANCE BOND.....	373735
SECTION 9.4 - LICENSE FEES.....	383836
SECTION 9.5 - REPORTS.....	393937
SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY	393937
SECTION 9.7 - REVOCATION OF LICENSE	393937
SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE.....	404038
SECTION 9.9 - TRANSFER OR ASSIGNMENT	434339
SECTION 9.10 - REMOVAL OF SYSTEM	434440
SECTION 9.11 - INCORPORATION BY REFERENCE.....	444440
SECTION 9.12 - NO THIRD PARTY BENEFICIARIES	444441
ARTICLE 10 MISCELLANEOUS	454642
SECTION 10.1 - SEVERABILITY	454642
SECTION 10.2 - FORCE MAJEURE	454642
SECTION 10.3 - NOTICES	464743
SECTION 10.4 - ENTIRE AGREEMENT.....	474843
SECTION 10.5 - CAPTIONS.....	474844
SECTION 10.6 - WARRANTIES	474844
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE	484944
SIGNATURE PAGE.....	495045
EXHIBIT A PUBLIC BUILDINGS ON THE CABLE SYSTEM.....	505146
EXHIBIT B PROGRAMMING	515247

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.

Formatted: Underline

(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~~

Formatted: Body Text, Left, Indent: Left: 0", First line: 0",
Line spacing: single, Tab stops: Not at 0.5" + 0.88"

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.~~

Formatted: Body Text

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~~ (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 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.

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

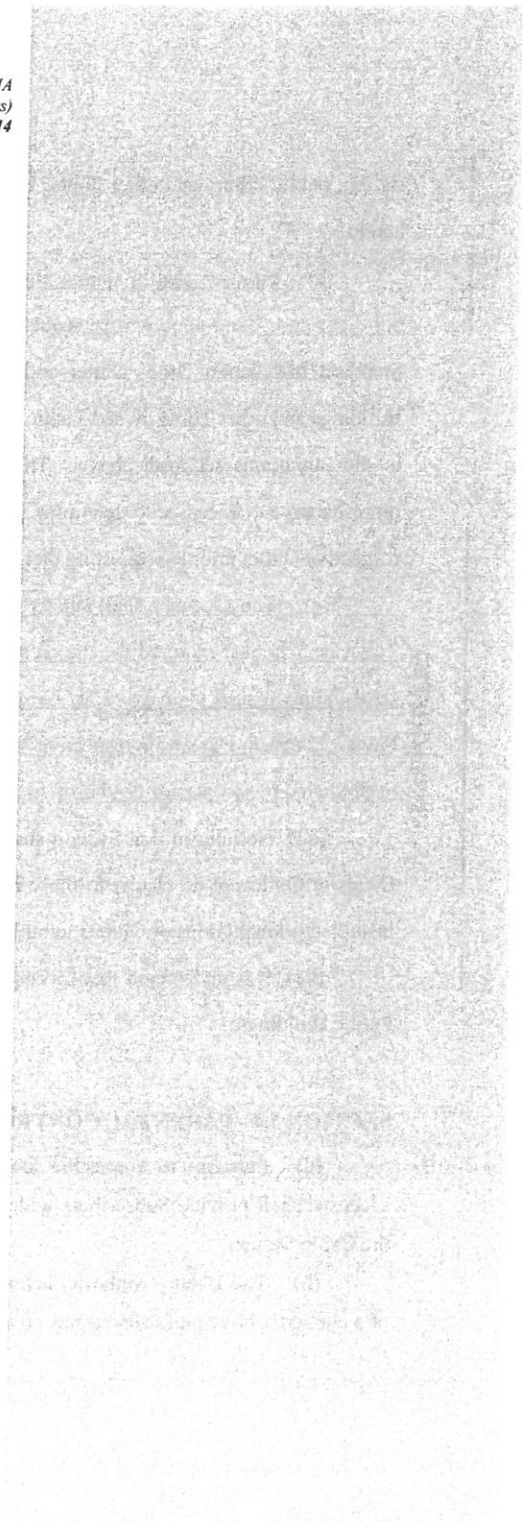
SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(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 §5(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 ~~C~~B**. 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

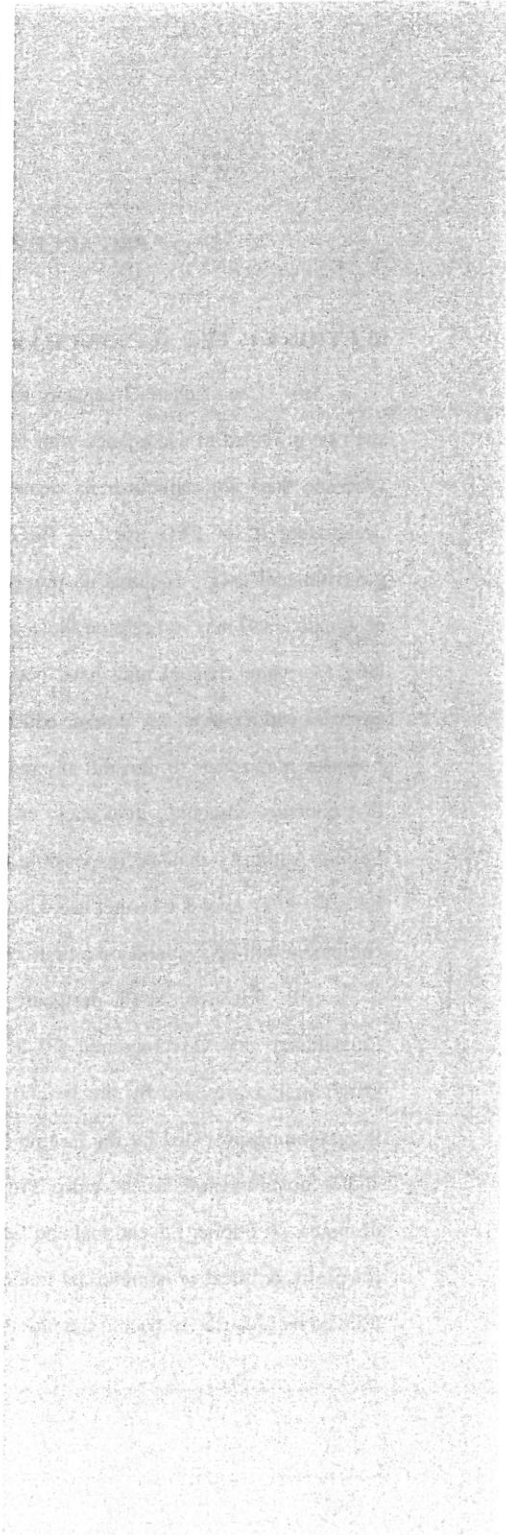
Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired 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 (~~2~~3) 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 ORIENTATION STUDIO

Through and until the Effective Date plus ~~three~~ twelve (312) 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 (312) 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 be 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 employees, including repair and sales personnel, entering private property 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

Formatted: Font: 12 pt

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 9.41-12 - 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 9.42-13 - 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 Street
3. Fire Station, 70 Brookline Road 13 Elm Street
4. Library, 276 Main Street 12 Dudley Road
5. Highway Department, 42 Dudley Road 177 Main Street
6. Water Department, 540 Main Street
7. Council on Aging, 222 Main Street 16 Dudley Road
8. Ambulance, 272 Main Street 13 Elm 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)



3.2

TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

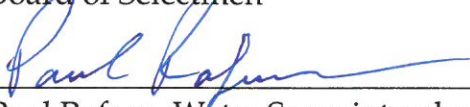
Michael MacEachern, Chairman
Paul L. Rafuse,
Water Superintendent

Niles Busler, Vice-Chairman

Nathan Matilla, Clerk
(978) 597-2212
Fax (978) 597-5611

MEMORANDUM

TO: Andrew Sheehan, Town Administrator
Board of Selectmen

FROM: 
Paul Rafuse, Water Superintendent

RE: SURPLUS OFFICE EQUIPMENT

DATE: December 19, 2014

I am writing to ask the Board of Selectmen declare the following items as surplus equipment. After consulting with Melissa Hermann, our IT Manager it was determined the items have little to no value and may have a cost to dispose of. If possible please forward to other departments in order to determine if they would like to have any of the following items:

- 17 inch CRT Monitor
- Brother Malfunction Printer
- Brother Typewriter
- Okidata dot matrix printer and stand
- Misc cables, connections, and phones
- Visioner ontouch scanner
- Misc office supplies

Thank you.



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

3.4


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

Colin McNabb, *Vice-Chairman*

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

MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator 

DATE: December 31, 2014

SUBJ.: FY16 Selectmen Budgets

I have prepared the attached first drafts of the budgets that fall under the Board of Selectmen. This memo briefly describes my recommendations and some proposed changes for the Board's consideration.

Board of Selectmen, Department 122: The proposed changes in this budget are minimal. I propose increasing the purchase of services line from \$1,450 to \$5,000. From time to time we need to retain the services of consultants or other professionals and often find ourselves unable to do so due to a lack of funds. This nominal amount will give us flexibility to act quickly to unexpected needs.

Legal, Department 151: At this time I am not proposing any increase in the legal budget.

Management Information Systems, Department 155: A couple of increases are proposed in the MIS budget. I recommend increasing the replacement equipment line item from \$8,000 to \$10,000. This is to allow us to continue to invest in the Town's critical IT infrastructure. I also increased the professional services line item from \$46,000 to \$50,000. Our contract with Townsend Technologies runs through the end of FY15 and we should anticipate that this cost will increase. This is an opportune time to discuss whether to continue with outsourced IT or bring IT in-house as a staff position.

Facility Maintenance, Department 191:

Over the past several months I have had discussions with staff about expanding the scope of the Facility Maintenance Department. The Town will soon have a new Fire-EMS headquarters and hopefully a new West Townsend Fire Station. These new facilities provide a perfect opportunity to revisit how Fire-EMS maintenance is handled. Chief Boynton is agreeable to relinquishing building maintenance so his department

can focus on its mission of delivering fire and emergency medical services. If we move in this direction I propose increasing the Facilities Manager from 35 to 40 hours per week and adding a Maintenance Technician. We have not yet determined the appropriate number of hours for the Maintenance Technician. Before investing additional time on this issue I need to know if the Board supports the change. If so, the enclosed Facilities budget as well as the Fire-EMS budget will change. Expanding the scope of the Facilities Department appears to also require Town Meeting approval. I will explore all of these issues after I receive direction from the Board.

On the expense side, there are just a couple of minor increases. The janitorial contract increases slightly in FY16 and \$5,000 has been added to the building maintenance and repairs line item to fund a balancing of the HVAC system at the Senior Center. As noted above, if we incorporate Fire-EMS into Facilities the expense budgets of both departments will change.

Memorial Hall, Department 192: No changes are proposed to the Memorial Hall budget.

I look forward to discussing the budget in greater detail.

Budget Worksheet

Department Name		Department Number	Fiscal Year
Board of Selectmen		122	FY16
FY15		FY16	%
Description	Budget	Department Proposed	Change
Personal Services	133,426	135,299	
Purchase of Services	1,450	5,000	
Supplies	1,450	1,450	
Other Charges & Expenses	8,300	8,300	
Capital Outlay	-	-	
Total Department Operating Budget	144,626	150,049	3.75%

Object #	Expenditure Object Description		
5100	Salaries & Wages - Department Head	97,850	100,786
5110	Salaries & Wages - Operational Staff	30,797	29,757
5112	Salaries & Wages - Support Staff(Admin)		
5120	Salaries & Wages - Temp. Help		
5130	Additional Gross -		
5131	Additional Gross -		
5132	Additional Gross -		
5190	Other - Longevity		
5191	Other -	4,779	4,862
5195	Other -		
	Other -		
	Total Personal Services	133,426	135,405
			1.48%

Submitted by: _____

Date: _____

Expense Worksheet

Object #	Description	Department Name	Department Number	Fiscal Year
		Board of Selectmen	122	FY16
		FY15	FY16	%
		Budget	Department Proposed	Change
5210	Energy			
5320	Non-Energy Utility - Water			
5240	Repairs and Maintenance - Bldg.			
5245	Repairs and Maintenance - Equip.			
5300	Professional & Technical Services	1,300.00	5,000.00	
5340	Communication	150.00	150.00	
5380	Other Purchased Services			
	Total Purchase of Services	1,450.00	5,150.00	0%
5420	Office Supplies			
5430	Building Supplies	1,150.00	1,150.00	
5435	Equipment Maintenance Supplies			
5480	Vehicular Supplies			
5580	Other Supplies	300.00	300.00	
	Total Supplies	1,450.00	1,450.00	0%
5710	Travel, Mileage - In State	200.00	200.00	
5730	Dues and Memberships	5,000.00	5,000.00	
5780	Other Charges	3,100.00	3,100.00	
	Total Other Charges & Expenses	8,300.00	8,300.00	0%
5850	New Equipment			
5860	Capital Lease of Equipment			
5870	Replacement Equipment			
	Total Capital Outlay	0.00	0.00	0%
Grand Total Expenses		11,200.00	14,900.00	33%

Labor Worksheet

Department Name	Department Number	Fiscal Year	
Board of Selectmen	122	2016	
	FY15	FY16	%
	Budget	Department Proposed	Change
Department Head			
Name: Andrew Sheehan			
Position: Town Administrator			
Hrs./Wk. (if applicable): Salary	97,850	100,786	
Rate:			
Grade			
Step			
Salary & Wages - Base			
Add'l Gross - Overtime			
Add'l Gross - Shift Duffl			
Add'l Gross - Longevity			
Other - Stipend	1,000	1,000	
Other - Vacation buyback	3,779	3,862	
Other - Uniform Allow.			
Employee Total	102,629	105,648	2.9%
Operational Staff			
Name: Jodie Deschenes			
Position: Executive Ass't to Town Admin.			
Hrs./Wk. (if applicable): 30	30,797	27,903	
Rate: 17.75			
Grade: 4			
Step: 2			
Salary & Wages - Base			
Add'l Gross - Overtime			
Add'l Gross - Shift Duffl			
Add'l Gross - Longevity			
Other - Stipend			
Other - Certification			
Other - Additional hours		1,854	
Employee Total	30,797	29,757	-3%
Support Staff			
Name:			
Position:			
Hrs./Wk. (if applicable):			
Rate:			
Grade			
Step			
Salary & Wages - Base			
Add'l Gross - Overtime			
Add'l Gross - Shift Duffl			
Add'l Gross - Longevity			
Other - Stipend			
Other - Certification			
Other - Uniform Allow.			
Employee Total			

Budget Worksheet

Department Name	Department Number	Fiscal Year
Management Information Systems	155	FY16
FY15 Budget	FY16 Department Proposed	% Change
Personal Services		
Purchase of Services	65,000	
Supplies	4,000	
Other Charges & Expenses		
Capital Outlay	10,000	
Total Department Operating Budget	79,000	15.84%

Object #	Expenditure Object Description		#DIV/0!
5100	Salaries & Wages - Department Head		
5110	Salaries & Wages - Operational Staff		
5112	Salaries & Wages - Support Staff(Admin)		
5120	Salaries & Wages - Temp. Help		
5130	Additional Gross -		
5131	Additional Gross -		
5132	Additional Gross -		
5190	Other - Longevity		
5191	Other -		
5195	Other -		
	Other -		
	Total Personal Services	-	

Submitted by: _____

Date: _____

Expense Worksheet

Object #	Description	Department Name		Department Number		Fiscal Year	
		Management Information	Systems	155	FY16	FY16	%
		FY15		FY16			
		Budget		Department Proposed			Change
5210	Energy						
5320	Non-Energy Utility - Water						
5240	Repairs and Maintenance - Bldg.						
5245	Repairs and Maintenance - Equip.						
5300	Professional & Technical Services	46,000.00		50,000.00			
5340	Communication	1,200.00		2,000.00			
5380	Other Purchased Services	13,000.00		13,000.00			
	Total Purchase of Services	60,200.00		65,000.00			0%
5420	Office Supplies						
5430	Building Supplies						
5460	Groundskeeping Supplies						
5480	Vehicular Supplies						
5580	Other Supplies						
	Total Supplies	0.00		0.00			0%
5710	Travel, Mileage - In State						
5730	Dues and Memberships						
5780	Other Charges						
	Total Other Charges & Expenses	0.00		0.00			0%
5850	New Equipment						
5860	Capital Lease of Equipment						
5870	Replacement Equipment	8,000.00		10,000.00			
	Total Capital Outlay	8,000.00		10,000.00			0%
	Grand Total Expenses	68,200.00		75,000.00			10%

Budget Worksheet

Department Name		Department Number	Fiscal Year
Facilities		191	FY16
FY15		FY16	%
Description	Budget	Department Proposed	Change
Personal Services	44,013	51,371	
Purchase of Services	169,225.00	175,025	
Supplies	6,000	6,000	
Other Charges & Expenses	1,200	1,200	
Capital Outlay	-	-	
Total Department Operating Budget	220,438	233,596	5.97%

Object #	Expenditure Object Description		
5100	Salaries & Wages - Department Head	38,375	
5110	Salaries & Wages - Operational Staff		44,600
5112	Salaries & Wages - Support Staff(Admin)		
5120	Salaries & Wages - Temp. Help	5,638	6,000
5130	Additional Gross -		
5131	Additional Gross -		
5132	Additional Gross -		
5190	Other - Longevity		600
5191	Other -		
5195	Other -		
	Other -		
	Total Personal Services	44,013	51,200
			16.33%

Submitted by: _____

Date: _____

Expense Worksheet

Object #	Description	Department Name		Department Number		Fiscal Year	
		Facilities	FY15 Budget	191	FY16 Department Proposed	FY16	% Change
5210	Energy		90,000.00		90,000.00		
5320	Non-Energy Utility - Water		3,700.00		3,700.00		
5240	Repairs and Maintenance - Bldg.		30,000.00		35,000.00		
5245	Repairs and Maintenance - Equip.		4,000.00		4,000.00		
5300	Professional & Technical Services		40,025.00		40,825.00		
5340	Communication		1,500.00		1,500.00		
5380	Other Purchased Services						
	Total Purchase of Services		169,225.00		175,025.00		0%
5420	Office Supplies						
5430	Building Supplies						
5460	Groundskeeping Supplies		5,000.00		5,000.00		
5480	Vehicular Supplies		1,000.00		1,000.00		
5580	Other Supplies						
	Total Supplies		6,000.00		6,000.00		0%
5710	Travel, Mileage - In State		1,200.00		1,200.00		
5730	Dues and Memberships						
5780	Other Charges						
	Total Other Charges & Expenses		1,200.00		1,200.00		0%
5850	New Equipment						
5860	Capital Lease of Equipment						
5870	Replacement Equipment						
	Total Capital Outlay		0.00		0.00		0%
	Grand Total Expenses		176,425.00		182,225.00		3%

Add'l funds from Fire-EMS

Budget Worksheet

Department Name		Department Number	Fiscal Year
Memorial Hall		192	FY16
FY15		FY16	%
Budget		Department Proposed	Change
Personal Services			
Purchase of Services	11,000.00	11,000	
Supplies	4,000	4,000	
Other Charges & Expenses			
Capital Outlay	-	-	
Total Department Operating Budget	15,000	15,000	0.00%

Object #	Expenditure Object Description		
5100	Salaries & Wages - Department Head		
5110	Salaries & Wages - Operational Staff		
5112	Salaries & Wages - Support Staff(Admin)		
5120	Salaries & Wages - Temp. Help		
5130	Additional Gross -		
5131	Additional Gross -		
5132	Additional Gross -		
5190	Other - Longevity		
5191	Other -		
5195	Other -		
	Other -		
	Total Personal Services	-	#DIV/0!

Submitted by: _____

Date: _____

Expense Worksheet

Object #	Description	Department Name		Department Number		Fiscal Year	
		Memorial Hall		192		FY16	
		FY15		FY16		%	
		Budget		Department Proposed		Change	
5210	Energy						
5320	Non-Energy Utility - Water						
5240	Repairs and Maintenance - Bldg.						
5245	Repairs and Maintenance - Equip.	5,000.00		5,000.00			
5300	Professional & Technical Services	200.00		200.00			
5340	Communication	5,800.00		5,800.00			
5380	Other Purchased Services						
	Total Purchase of Services	11,000.00		11,000.00		0%	
5420	Office Supplies						
5430	Building Supplies	4,000.00		4,000.00			
5460	Groundskeeping Supplies						
5480	Vehicular Supplies						
5580	Other Supplies						
	Total Supplies	4,000.00		4,000.00		0%	
5710	Travel, Mileage - In State						
5730	Dues and Memberships						
5780	Other Charges						
	Total Other Charges & Expenses	0.00		0.00		0%	
5850	New Equipment						
5860	Capital Lease of Equipment						
5870	Replacement Equipment						
	Total Capital Outlay	0.00		0.00		0%	
	Grand Total Expenses	15,000.00		15,000.00		0%	



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


3.5

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

Colin McNabb, *Vice-Chairman*

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

MEMORANDUM

TO: Capital Planning Committee
FROM: Andrew J. Sheehan, Town Administrator 
DATE: December 1, 2014
SUBJ.: FY16 Capital Planning Request

Attached please find capital requests for placement of two projects on the capital improvement plan, one for FY16 and the other for FY20. The Administration requests funding for two projects:

- We request funding to purchase the streetlights from Unitil. This one time purchase is expected to immediately reduce our streetlight costs by \$5,271 per year, resulting in a payback period of 3.9 years.
- Under the Facilities Maintenance Department we request funding in FY2020 for replacement of the Town Hall Roof. The Town Hall roof is about 15 years old and is showing signs of wear.

I look forward to discussing these in more detail with the Committee. Thank you for your consideration.

**TOWN OF TOWNSEND CAPITAL PLANNING COMMITTEE
FORM A - CAPITAL PROJECT REQUEST**

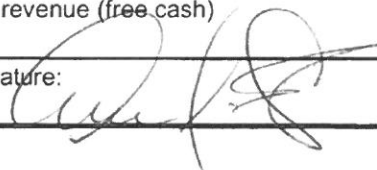
1. Department Town Administrator	2. Date: 12/1/2014
3. Contact Person & Title: Andrew Sheehan, Town Administrator	4. Phone: Extension: 978-597-1700 x1701
5. Project Title: Streetlight Purchase	6. Contact Email Address: asheehan@townsend.ma.us
7. Purpose of Project Request Form (check): (x) Add a New Project to the CIP () Modify a Project Already in the CIP () Resubmit Previous Project Request If Prior Unfunded Request, What FY 1st Submitted? _____	8. Fiscal Year Requested in CIP: 2016
	9. Department Priority: 1
	10. Estimated Useful Life in Years: 15

11. Description/Justification (attach any relevant background information):
 There are 111 high pressure sodium (HPS) streetlights in Townsend and the Town budgets \$17,500 annually. We are charged a fixed amount per light by Unitil based on the fixture type. By purchasing the streetlights we can reduce our costs by \$5,271 per year. This results in a payback period of 3.9 years. Once we own the lights we are free to change them from HPS to a more energy efficient fixture, such as light emitting diode (LED). The Energy Committee may be able to secure Green Communities funding for conversion to LEDs. Due to the higher efficiency of LED fixtures this would further reduce the Town's annual costs.

Unitil has provided the attached worksheet showing a purchase price of \$20,535. We do not know at this time if there will be additional costs to the Town. For this reason we are requesting \$25,000 to cover any additional costs.

12. Need for Consultant Advisory Services? (check): () Yes (x) No
 13. Month & Year Project Will Begin If Funded? July 2015 Month & Year Project Will End If Funded January 2016

14. Estimated Capital Costs:	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	TOTAL
Planning & Design						
Land Acquisition						
Site Development						
Construction					-	
Other (specify):	25,000					
TOTAL	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000

15. Estimated Net Effects on Operation Costs (+/-):		16. Estimated Net Effects On Municipal Revenue (+/-):	
	One-Time \$	Annual \$	None
Personnel			17. Recommended Financing Source (if known): Surplus revenue (free cash)
Utilities		5,271	
Supplies			
Other (specify):			18. Signature:  12.1.14
TOTAL	\$ -	\$ 5,271	

Notes (reserved):

For Capital Committee Use Only:	Estimated Annual Debt Service (Initial Fiscal Year):
Recommended Number of Years (if any):	Maximum Number of Years Allowed:
Statutory Reference:	Date Estimated Provided:

STREET LIGHTS

	Cost Per Year
2010	\$ 15,239
2011	\$ 15,831
2012	\$ 16,606
2013	\$ 16,734

High Pressure Sodium
111 TOTAL - ALL HPS

- 94 50W - 3300 lumens
- 15 100W - 9500 lumens
- 2 400W - 50,000 lumens

AVE. COST PER YEAR = \$ 16,103 PER MONTH = \$ 1,342

AFTER PURCHASING, UNITIL CHARGES THE FOLLOWING:

- 3,300 lumens = \$ 8.17/mos. OR \$ 98.04/yr.
- 9,500 lumens = \$ 9.73/mos OR \$ 116.76/yr.
- 50,000 lumens = \$ 20.64/mos OR \$ 247.68/yr.

TOWNSENDS COST WOULD BE:

$$\begin{aligned} 94 \times \$98.04 &= \$9,215.76 \\ 15 \times \$116.76 &= \$1,751.40 \\ 2 \times \$247.68 &= \$495.36 \\ \hline &= \$11,462.52/\text{yr.} \end{aligned}$$

$$\begin{aligned} \text{Cost/yr. 2013} &= \$16,734 \\ \text{Cost/yr. future} &= \$11,463 \\ \hline &= \$5,271 \\ &\text{SAVINGS/yr.} \end{aligned}$$

COST OF PURCHASING ALL 111 LIGHTS = \$ 20,535

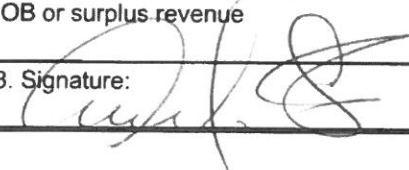
$$5271 \overline{) 20535} = 3.9 \text{ year payback}$$

without changing to LED

**TOWN OF TOWNSEND CAPITAL PLANNING COMMITTEE
FORM A - CAPITAL PROJECT REQUEST**

1. Department Facilities Maintenance Dept.	2. Date: 12/1/2014
3. Contact Person & Title: Andrew Sheehan, Town Administrator	4. Phone: Extension: 978-597-1700 x1701
5. Project Title: Town Hall Roof	6. Contact Email Address: asheehan@townsend.ma.us
7. Purpose of Project Request Form (check): (x) Add a New Project to the CIP () Modify a Project Already in the CIP () Resubmit Previous Project Request If Prior Unfunded Request, What FY 1st Submitted? _____	8. Fiscal Year Requested in CIP: 2020
	9. Department Priority: 2
	10. Estimated Useful Life in Years: 25
11. Description/Justification (attach any relevant background information): The Town Hall roof was replaced as part of the Town Hall renovation project around 1999. Over the years there have been occasional isolated leaks in the roof. Also, the roofing material was part of a class action suit due to a deficiency in production, thereby shortening the expected useful life of the roof. In anticipation of the eventual failure of the roof we propose to include roof replacement on the capital plan. We have procured the attached estimate from Viking Roofing, Inc. in the amount of \$120,680. Because this project is five years out fifteen percent has been added to the estimated price: ten percent for contingency and five percent for inflation. For simplicity, the total request has been rounded to the nearest ten thousand dollars, resulting in a request of \$140,000. As we get closer we will further refine the number.	
12. Need for Consultant Advisory Services? (check): () Yes (x) No	
13. Month & Year Project Will Begin If Funded? <u>July 2019</u> Month & Year Project Will End If Funded <u>Sept. 2019</u>	

14. Estimated Capital Costs:	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	TOTAL
Planning & Design						
Land Acquisition						
Site Development						
Construction					140,000	
Other (specify):						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ 140,000

15. Estimated Net Effects on Operation Costs (+/-):		16. Estimated Net Effects On Municipal Revenue (+/-):	
One-Time \$	Annual \$	None	
Personnel		17. Recommended Financing Source (if known): GOB or surplus revenue	
Utilities			
Supplies			
Other (specify):		18. Signature:  12/1/14	
TOTAL	\$ -	\$ -	

Notes (reserved):

For Capital Committee Use Only:	Estimated Annual Debt Service (Initial Fiscal Year):
Recommended Number of Years (if any):	Maximum Number of Years Allowed:
Statutory Reference:	Date Estimated Provided:

VIKING ROOFING, INC.



19B CLINTON DRIVE
HOLLIS, NH 03049

Estimate

Date
11/11/2014

Town of Townsend
177 Main St.
Townsend, MA 01469

Estimate #	PROJECT
3552	Town Hall
DESCRIPTION	AMOUNT
<p>Work to be performed for new Certaineed landmark premium architectural asphalt roofing system:</p> <p>Supply and install all required staging and safety systems to accommodate existing roof elevations and pitches.</p> <p>Supply and install temporary ground and building protection as needed to accommodate renovations.</p> <p>Remove and dispose of existing asphalt shingles, perimeter metals, pipe flashings, and un-adhered underlayments as needed down to original roof deck system.</p> <p>Remove and dispose of existing side wall step flashings as needed to incorporate new roofing leaving existing siding in place. If siding removal is needed it can be priced separately.</p> <p>Prep, broom clean, and inspect roof deck for insufficient substrates.</p> <p>Supply and install new self adhered ice and water shield a minimum of 5' up eave into heated interior space of building and 1.5' up cheek walls and each side of valleys as per manufactures specifications.</p> <p>Supply and install new synthetic felt underlayments to be mechanically attached over the remaining exposed roof deck surfaces.</p> <p>Supply, fabricate, and install new pre finished residential style perimeter drip edge metal with continuous nail flange anchoring for concealed fastening at eave and rake locations using the recommended nail fasteners.</p> <p>Supply and install new starter strip shingles to be pneumatically attached at eave and rake locations using regulated air pressures and the recommended nail fasteners of sufficient length to insure proper fastener depth.</p> <p>Supply and install new Certaineed landmark premium architectural asphalt shingles to be pneumatically attached to roof deck using regulated air pressures and the recommended nail fasteners of sufficient length to insure proper fastener depth.</p> <p>Supply and install new side wall step flashings at side cheek wall locations to incorporate new asphalt shingle coursing as per manufactures specifications.</p> <p>Supply and install new color matched cap shingles over new vent system to be mechanically attached to substrates using the required nail fasteners of sufficient length.</p>	\$120,680.00
Please feel free to call the office with any questions or concerns. (603) 883-6642.	Total

Phone #603-883-6642 Fax #603-883-6645 Cindi@vikingroofingnh.com www.vikingroofingnh.com

VIKING ROOFING, INC.



19B CLINTON DRIVE
HOLLIS, NH 03049

Estimate

Date
11/11/2014

Town of Townsend
177 Main St.
Townsend, MA 01469

Estimate #		PROJECT
3552		Town Hall
DESCRIPTION		AMOUNT
Final clean up and demobilization. Dump truck for waste to be provided by town. Material delivery and hoisting charges. 2 yr. workmanship guarantee. Permits and fees supplied by town. ***** Estimate excludes: Rear flat roofing replacement. Ice belt systems. Roof deck overlay or replacement. Metal Valley systems. Unforeseen conditions. Winter conditions. Snow removal. Removal and disposal of organic landscape debris. Soffit systems. Fascia cladding. Wood trim replacement. Snow retention systems. Gutter systems. *****		
Please feel free to call the office with any questions or concerns. (603) 883-6642.		Total \$120,680.00

Phone #603-883-6642 Fax #603-883-6645 Cindi@vikingroofingnh.com www.vikingroofingnh.com

3.6



TOWN OF TOWNSEND
One-day Special License Application Form
(M.G.L. Chapter 138, Section 1)

John King / Friends of the Townsend Library
Name of Responsible Person/License Holder

Townsend Public Library / Meeting Hall
Name/ Address of Event Premises

Feb 28/2015 10⁰⁰ - 9⁰⁰
Date of Event Hours of Event

Educational Wine Tasting / Charity Pour
Type of Event/Sponsors

Number of people expected at event: 50

Police Detail Required: YES [] NO [] (Please consult with Licensing Agent)

Spoke with chief
Type of Beverages to be served: All Alcoholic [] Wine & Malt only []

Name of licensed wholesaler

Servers trained in serving and handling alcohol: YES [] NO []

By signing below I certify that I am in receipt of the Town of Townsend Alcohol Beverages Policy and agree to the terms and conditions set forth under section V. - One-day Special Liquor Licenses.

John A King
Signature of License Holder

1/7/15
Date

Date Application Received: _____

Date sent to licensing Agent for review: _____

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Charity Wine License Application

1. Qualified Charity Applicant Information:

Name of Applicant:	Friends of the Townsend Public Library						
Contact Person	John King						
Address of Applicant:	12 Dudley Rd.	City/Town:	Townsend	State	MA	Zip Code	1,469
Phone Number:	(978)597-5804	Fax Number:					

NOTE: 1. Attach Certificate of Good Standing from the Secretary of the Commonwealth
2. Attach a copy of the Certificate of Solicitation from the Public Charities Division of the MA Attorney General's Office (Certificate must be current to the date of the event)

2. Type of License Requested:

<input checked="" type="checkbox"/> Charity Wine Pouring License	<input type="checkbox"/> Charity Wine Auction License	<input type="checkbox"/> Charity Wine Partnership License
--	---	---

***Donated Wine Only**

3. Event Information:

Date(s) of Event:	February 28, 2015		
These events are only permitted at one of the locations specified below. Please check the one that applies.			
<input type="checkbox"/> Address of Applicant's Corporate Headquarters:			
<input checked="" type="checkbox"/> Address of Applicant's Usual Place of Business:	12 Dudley Rd. , Townsend Ma. 01469		
<input type="checkbox"/> Address of Licensee:			
Name of Licensee :	Friends of the Townsend Public Libr	ABCC License #	
			*Attach letter of consent from Licensee
Describe Area to be Licensed:			
The area that we will be using is the Townsend Public Library and the Townsend Meeting Hall.			

If additional space is needed, please use the last page

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Charity Wine License Application

1. Qualified Charity Applicant Information:

Name of Applicant:	Friends of the Townsend Public Library				
Contact Person	John King				
Address of Applicant:	12 Dudley Rd.	City/Town:	Townsend	State	MA Zip Code 1,469
Phone Number:	(978)597-5804	Fax Number:			

NOTE: 1. Attach Certificate of Good Standing from the Secretary of the Commonwealth
2. Attach a copy of the Certificate of Solicitation from the Public Charities Division of the MA Attorney General's Office (Certificate must be current to the date of the event)

2. Type of License Requested:

<input checked="" type="checkbox"/> Charity Wine Pouring License	<input type="checkbox"/> Charity Wine Auction License	<input type="checkbox"/> Charity Wine Partnership License
--	---	---

***Donated Wine Only**

3. Event Information:

Date(s) of Event:	February 28, 2015	
These events are only permitted at one of the locations specified below. Please check the one that applies.		
<input type="checkbox"/> Address of Applicant's Corporate Headquarters:		
<input checked="" type="checkbox"/> Address of Applicant's Usual Place of Business:	12 Dudley Rd. , Townsend Ma. 01469	
<input type="checkbox"/> Address of Licensee:		
Name of Licensee :	Friends of the Townsend Public Libr	ABCC License #
*Attach letter of consent from Licensee		
Describe Area to be Licensed:		
The area that we will be using is the Townsend Public Library and the Townsend Meeting Hall.		
If additional space is needed, please use the last page		

4. Who Donated Wine:

Name	Donated
Martigginiti	Boggle Wine, Sutter Home Wine
Atlas	Oyster Bay Wine, Beer
Atlantic Brewery	Micro Brew Beers
Ruby Wine	Layer Cake Wine, Jaws Wine
Baystate	Angelina Wines

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate; I hereby acknowledge I have read and understand the attached conditions.

Signature:

John King

Digitally signed by John King
DN: cn=John King, o=Friends of the Townsend Public Library, ou=President,
email=jking@owells17.net, c=US
Date: 2015.01.08 12:01:15 -0500

Date



TOWNSEND POLICE DEPARTMENT
70 BROOKLINE ROAD P.O. BOX 137
TOWNSEND, MA 01469

A.1

978-597-6214
978-597-2242

To: Town Administrator

From: *Chief Erving M. Marshall*

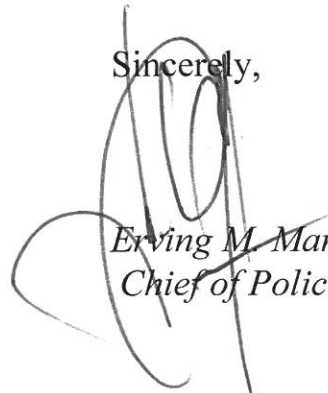
Re: John Morreale

Date: December 29, 2014

As Chief of the Townsend Police Department I Erving M. Marshall Jr. request that the board appoint John Morreale as a special police officer for the town of Townsend at the next scheduled Board of Selectmen's Meeting.

Any questions please contact me at the above listed telephone number.

Sincerely,



Erving M. Marshall Jr.
Chief of Police