

**SELECTBOARD MEETING
TUESDAY, SEPT. 25, 2018
SELECTBOARD MEETING ROOM – 7:00 P.M.
AGENDA**

Note: Not all the topics listed in this notice may actually be reached for discussion. In addition, the topics listed are those which the chair reasonably expects will be discussed as of the date of this notice. These meetings may be audio and/or visually recorded

1. CALL TO ORDER
2. APPROVAL OF MINUTES *Draft minutes of the Sept. 11, 2018 Selectboard meeting*
3. ANNOUNCEMENTS/OPEN FORUM
4. 7:10 P.M. PUBLIC HEARING
 - A. The Cable Advisory Committee will hold a public hearing to consider the franchise renewal proposal from the Comcast Corporation.
5. CONSENT AGENDA
 - A. A request for a One-Day Beer & Wine license from Rachel Osborn of Willits-Hallowell for a picnic at the MHC Boathouse from 12-3 p.m. on Friday, Oct. 5.
6. NEW BUSINESS
 - A. Agreement for Sealers of Weights and Measures Services with Northampton
 - B. Approval of Warrant for State Election November 6, 2018
 - C. Vote to place town moderator position on next annual town election
 - D. Request for zoning map amendment for 622 Granby Rd
 - E. Sewer Use Fee Warrant
7. RESIGNATIONS/APPOINTMENTS
 - A. Resignation of Mary Billion from the Council on Aging (term ends 2020)
 - B. Donna Natalee to the Council on Aging to a three-year term ending in 2021
 - C. Rita Starzyk to the Council on Aging to a two-year term ending in 2020
8. OTHER BUSINESS
 - A. 1 Canal Street Sale Authorization
9. TOWN ADMINISTRATORS REPORT
10. CHAIRMAN'S REPORT
11. ADJOURN

SELECTBOARD MEETING
SEPT. 11, 2018
MINUTES
SELECTBOARD MEETING ROOM – 7 P.M.

Present were Chair Ira Brezinsky, Vice Chair Andrea Miles, Clerk Jeff Cyr, member Sarah Etelman, member Bruce C. Forcier, and Town Administrator Michael J. Sullivan.

CALL TO ORDER

Brezinsky called the meeting to order at 7 p.m. He offered a moment of remembrance in honor of first responders and in memory of all those who lost their lives on Sept. 11, 2001.

APPROVAL OF MINUTES

Forcier motioned to approve the draft minutes of the Aug. 14 Selectboard meeting. Miles seconded. All in favor.

OPEN FORUM

Chris Parent of 12 Promenade Way addressed the Selectboard and said school buses are swerving while traversing potholes on River Lodge Road. He said the DPW hasn't done a good job maintaining potholes and likened the situation (making River Lodge Road an accepted town way) a catch 22.

Brezinsky said the Selectboard does not engage in discussion during open forum as a general rule. Parent's feedback was received and he will be contacted with answers to his questions and concerns.

CONSENT AGENDA

Forcier motioned to approve the consent agenda. Cyr seconded. All in favor. The consent agenda contained: *A request for a one-day Beer & Wine license for Rachel Osborn of Willits Hollowell for Saturday, Sept. 15 from 4:30-7:30 p.m. for a reception at the greenhouse and gardens; A request for a one-day Beer & Wine license for Rachel Osborn of Willits Hollowell for Tuesday, Sept. 18 from 3:30-6:30 p.m. for a reception at Dwight Hall; A request for a one-day Beer & Wine license for Rachel Osborn of Willits Hollowell for Sunday, Sept. 23 from 4:30-6:30 p.m. for a reception at the art museum lobby; A request for a one-day All Alcohol license for Rachel Osborn of Willits Hollowell on Saturday, Sept. 29 from 5-8 p.m. for a reception at the Pratt McCulloch Auditorium; A request for a one-day Beer & Wine license for Rachel Osborn of Willits Hollowell for Thursday, Oct. 4 from 4-7 p.m. for a reception at the Mary Lyon Courtyard; A request for multiple (11) one-day All Alcohol licenses from Mike McCray for fall operations in the McCray's mini golf parking lot on Sept. 29, 30, Oct. 6, 7, 8, 15, 16, 22, 23, 29, 30; and a request for multiple (4) one-day Beer & Wine licenses from Sue Canedy for a Gaylord Library Wine Down fundraisers on Oct. 5, 12, Nov. 2, and Dec. 7 from 5-7:30 p.m.*

RESIGNATIONS

Forcier motioned to accept with regret the resignation of William Schenker from the Council on Aging Board of Directors. Miles seconded. All in favor.

Miles motioned to accept the resignation of Joan Hopkins from the Golf Commission as of Sept. 30. Cyr seconded. All in favor.

NEW BUSINESS

Forcier motioned to accept the trash fee warrant for the billing date of Aug. 24, 2018 in the amount of \$418,210 as outlined by Treasurer/Collector Whitely. Etelman seconded. All in favor.

Included in the Selectboard's packet were outlines of potential future fee increases for fiscal years 20 and 21 in order to maintain a Solid Waste Enterprise Fund balance of at least \$400,000. DPW Superintendent Jim Reidy suggested increasing the flat rate by \$15 in each of the two future fiscal years.

Etelman indicated she would prefer to see bag fees increase rather than the flat rate, theorizing a higher bag fee will encourage residents to recycle more while a higher flat rate wouldn't encourage residents to do anything.

Brezinsky said the discussion the board was having has no bearing on what the current FY19 trash fee would be. The point of putting this information out now, he said, is to begin the conversation so TOSH isn't caught by surprise in a few years with a "woefully depleted" fund.

DOG PARK PROPOSAL

Bob Berwick outlined the status of the proposed South Hadley Dog Park near Ledges Golf Course. He explained the Stanton Foundation funds dog parks up to \$250,000, covering 100 percent of the design and 90 percent of the construction costs. It is up to those interested in the dog park to raise the final 10 percent. However, TOSH must be able to guarantee that 10 percent is available.

Berwick explained Stanton works only with municipal entities and a designated point person employed by the town to answer questions – therefore, it is the town who has to apply for the grant, not the dog park group.

Berwick said should any costs be incurred, TOSH can bill the dog park group. The group is also responsible for any maintenance. If additional insurance is required, the group would look into obtaining some. He also noted TOSH has to give or lease the land on which the dog park would be constructed to the dog park group. He asked for the Selectboard to take a vote of support for the dog park group so when the group canvases for donations, group members can say they have the support of the municipality.

Sullivan said a land lease to a 501c3 is a fairly regular occurrence in municipal life, adding other communities have done this safely and successfully. He noted the Selectboard can pull their support if any issues aren't answered.

Etelman motioned to authorize Sullivan to craft a letter of support for the concept of a dog park and to reach out to the Stanton Foundation. Miles seconded. All in favor.

IGM AGREEMENT

Sullivan said a few additional adjustments were made to the final draft this afternoon. He noted he was supposed to hear back from IGM but did not. Sullivan said he informed IGM the

Selectboard would be voting on the final draft of the contract this evening and signing it. If the Selectboard signs the contract it will be sent as is. If IGM doesn't accept the contract it will either go back to the Selectboard for reconsideration of what IGM would want changed. "There isn't anything left to talk about," Sullivan said.

Forcier motioned the Selectboard enter into an agreement with IGM as outlined. Cyr seconded. The motion passed 3-2 with Etelman and Miles not in favor.

TA REPORT

Tree removal and veterans monument

Sullivan noted due to its roots crushing a sewer line leading into town hall, a large tree planted in front of town hall needed to be removed last month. The pipe will be replaced, and Sullivan is hoping Town Meeting will support an appropriation to create an all-abilities accessible walkway from the area where the tree was removed down to the street that would allow access to the veterans monuments located there. Benches would be installed and the area, like the former tree, would be dedicated in honor of veterans.

Other Updates

Sullivan also noted a new security camera installed outside of town hall, updates to the website, new monitor boards for inside town hall and more. For the full report, please see the Sept. 11, 2-18 packet.

Primary Election

Cyr noted the heat in the SHHS gymnasium during the primary was intense, and he thanked staff, volunteers and District 1 for their assistance in working to keep the area cool.

Sullivan said in the future, he would encourage working with the school department to close at least the high school on election days.

Forcier called the recent election day a bit chaotic in relation to the traffic generated from both school staff/students/parents and voters.

Accident

Brezinsky highlighted the tragic accident on College Street and reminded everyone – drivers and pedestrians - to be aware and cautious in that section.

Sullivan said he and Chief Parentela recently met with MHC officials to take a pragmatic approach to making those crosswalks near the college safer. The group is waiting for the report from the police reconstruction team to give a clear indication of what occurred in that accident. The group is going to try to meet every month until they can come up with an action plan that ensures safety.

ADJOURN

Forcier motioned to adjourn the meeting. Miles seconded. All in favor. The meeting adjourned at 8:33 p.m.

D R A F T

RENEWAL

CABLE TELEVISION LICENSE

FOR

THE TOWN OF SOUTH HADLEY,

MASSACHUSETTS

*This Draft Renewal License is being submitted under the
formal/informal process pursuant to 47 USC 546 **(b/h)***

Term

January 1, 2020 – December 31, 2029

Table of Contents

INTRODUCTION.....4

ARTICLE 1 DEFINITIONS.....5
SECTION 1.1 - DEFINITIONS5

ARTICLE 2 GRANT OF RENEWAL LICENSE10
SECTION 2.1 - GRANT OF RENEWAL LICENSE.....10
SECTION 2.2 - TERM: NON-EXCLUSIVITY10
SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS10
SECTION 2.4 – RENEWAL11
SECTION 2.5 - RESERVATION OF AUTHORITY11
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE12

ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION..... 15
SECTION 3.1 – AREA TO BE SERVED.....15
SECTION 3.2 - SUBSCRIBER NETWORK16
SECTION 3.3 – SUBSCRIBER NETWORK CABLE DROPS16
SECTION 3.4 - PARENTAL CONTROL CAPABILITY17
SECTION 3.5--EMERGENCY ALERT OVERRIDE CAPACITY17

ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS 18
SECTION 4.1 – SYSTEM MAINTENANCE18
SECTION 4.2 – REPAIRS AND RESTORATION.....18
SECTION 4.3 - CABLE LOCATION19
SECTION 4.4 – TREE TRIMMING20
SECTION 4.5 – STRAND MAPS20
SECTION 4.6 – BUILDING MOVES.....20
SECTION 4.7 – DIG SAFE.....20
SECTION 4.8 – DISCONNECTION AND RELOCATION21
SECTION 4.9 – EMERGENCY REMOVAL OF PLANT21
SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE22

ARTICLE 5 PROGRAMMING23
SECTION 5.1 - BASIC CABLE SERVICE.....23
SECTION 5.2 - PROGRAMMING23
SECTION 5.3 - STEREO TV TRANSMISSIONS23
SECTION 5.4 – CABLE CHANNELS FOR COMMERCIAL USE23

ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT 24
SECTION 6.1 - PEG ACCESS CHANNEL(S).....24
SECTION 6.2 - PEG ACCESS PROVIDER25
SECTION 6.3 - PEG ACCESS CABLECASTING25
SECTION 6.4 – PEG ACCESS SUPPORT26
SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT27
SECTION 6.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION27
SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSEE.....27
SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION.....28

ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION.....29
SECTION 7.1 - CUSTOMER SERVICE29
SECTION 7.2 – CONSUMER COMPLAINT PROCEDURES29
SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY29

SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS.....29

ARTICLE 8 PRICES AND CHARGES30

SECTION 8.1 - PRICES AND CHARGES30

ARTICLE 9 REGULATORY OVERSIGHT31

SECTION 9.1 - INDEMNIFICATION.....31

SECTION 9.2 - INSURANCE.....31

SECTION 9.3 - PERFORMANCE BOND32

SECTION 9.4 - LICENSE FEES32

SECTION 9.5 - REPORTS33

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY33

SECTION 9.7 - REVOCATION OF LICENSE.....34

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE34

SECTION 9.9 - TRANSFER OR ASSIGNMENT36

SECTION 9.10 - REMOVAL OF SYSTEM36

SECTION 9.11 - INCORPORATION BY REFERENCE37

SECTION 9.12 - NO THIRD PARTY BENEFICIARIES.....37

ARTICLE 10 MISCELLANEOUS38

SECTION 10.1 - SEVERABILITY38

SECTION 10.2 - FORCE MAJEURE38

SECTION 10.3 - NOTICES38

SECTION 10.4 - ENTIRE AGREEMENT39

SECTION 10.5 - CAPTIONS.....40

SECTION 10.6 - WARRANTIES40

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE.....40

SIGNATURE PAGE.....41

EXHIBIT A BUILDINGS ON THE CABLE SYSTEM42

EXHIBIT B PROGRAMMING43

EXHIBIT C VIDEO ORIGINATION LOCATIONS44

SOUTH HADLEY, MA RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts II, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of South Hadley, Massachusetts (hereinafter the "Town"), said license having commenced on January 1, 2010;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated May 11, 2017 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, for non-profit, 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 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.

(e) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of South Hadley, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is

designed to provide cable service which includes video programming and which is provided to multiple subscribers within 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.

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

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(h) Educational Access Channel – shall mean the video channel(s) made available by the Licensee for non-commercial use by educational institutions such as public or private schools (grades k-12), but not “home schools,” community, public or private colleges or universities.

(i) Effective Date – shall mean January 1, 2020.

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

(k) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of South Hadley 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.

(l) Governmental Access Channel – shall mean a video channel made available by the Licensee for noncommercial use by the Issuing Authority for the purpose of showing public local government programming.

(m) Gross Annual Revenues – means the Cable Service revenue derived by the Grantee 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, leased access fees, advertising and home shopping revenue, installation fees and equipment rental fees. 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.

(n) Issuing Authority – shall mean the Selectboard of the Town of South Hadley, Massachusetts, or the lawful designee thereof.

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

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

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

(r) 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.

(s) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-

view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

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

(u) 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.

(v) 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.

(w) Public Access Channel – shall mean a video channel made available by the Licensee for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(x) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel made available by the Licensee 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 the Issuing Authority.

(y) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any South Hadley residents or organizations, 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.

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

(aa) 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 South Hadley, 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 South Hadley 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.

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

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

(ad) Standard Installation – shall mean the standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

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

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

(ag) Town – shall mean the Town of South Hadley, Massachusetts.

(ah) 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.

(ai) 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 II, Inc., a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable System in the Public Way within the municipal limits of the Town of South Hadley. 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 DTC 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 System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on January 1, 2020, following the expiration of the current license, and shall expire at midnight on December 31, 2029.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

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 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

(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 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. This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, this License shall control. Notwithstanding any other provision of this License, Licensee reserves the right to

challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

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 or other similar lawful authorizations to other Cable Service providers or similar wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive license or other similar lawful authorization is granted by the Issuing Authorities 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 or other similar lawful authorization 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) or other similar lawful authorization 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) or other similar lawful authorization 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 reasonably requested.

(f) Should Licensee demonstrate that any such additional license(s) or other similar lawful authorizations 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 or similar wireline based video 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 the material 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. Licensee 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 or other similar lawful authorization. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services or similar wireline video services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor (“MVPD”) other than Licensee, which is not in any way an affiliate of Licensee, and such Person(s) or MVPD 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 provision of such Cable Services by such Person(s) or MVPD 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 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) or similar wireline based video service 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.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall upon request make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least fifteen (15) dwelling units per aerial mile and twenty-five (25) dwelling units per underground mile providing however, that any request for plant extension is measured from termination of 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) upon request and 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 upon request offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150 ft) of Licensee's Trunk and Distribution System. 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 one hundred fifty feet (150 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs 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) 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.

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

(a) Licensee shall continue to provide a single Cable Drop, an Outlet and monthly Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Issuing Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent any other unusual installation conditions and/or installation requirements.

(b) 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 System 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) 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 A**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

(d) 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

(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 System for which this Renewal License is granted shall be done in conformance with all applicable state and federal laws, bylaws/ordinances, codes and regulations of general applicability 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/City 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.

SECTION 4.2 - REPAIRS AND RESTORATION

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. Prior to such repair or restoration the Town shall 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, Licensee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Licensee'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 aurally placed, if subsequently during the term of the Renewal License such public utility lines are required by the Issuing Authority or State to be relocated aurally or underground, Franchisee 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 the Cable System 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. In the event that funds are not made available for reimbursement, Licensee reserves the right to pass through its costs to Subscribers.

(c) 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

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.

SECTION 4.5 – STRAND MAPS

Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand 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

(a) 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.

(b) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - DIG SAFE

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

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, 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 lawful 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. All cable operators or public or municipal utility companies shall be treated alike, if reimbursed for such costs by the Town.

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 shall give 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 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 - STEREO TV TRANSMISSIONS

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

SECTION 5.4 – 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 leased access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of a video channel for PEG Access Programming 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 a PEG Access Channel, 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(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall continue to make available two (2) channel(s) for PEG Access Programming purposes. A PEG 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 PROVIDER

Beginning on the Effective Date, the 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 6.3 below;
- (2) Manage the annual 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 6.3 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location 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 Channels.

(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 location listed in Exhibit C 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. 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) or equivalent device at any of the origination locations in Exhibit C.

SECTION 6.4 – PEG ACCESS SUPPORT

(a) Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, in years one (1) and two (2), equal to two percent (2%) of its Gross Annual Revenues less applicable License Fees and assessments from any state or other governmental agencies and in years three (3) through ten (10), equal to two and one half percent (2.5%) of its Gross Annual Revenue less applicable License Fees and assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations. Said Franchise Fee percentage shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on May 15, 2020 for the period of January 1, 2020 through March 31, 2020. Quarterly thereafter, Licensee shall provide payments each February 15th, May 15th, August 15th and November 15th based on revenues from the previous calendar quarter. The final payment shall be made on February 15, 2030 for the period of October 1, 2029 through December 31, 2029.

SECTION 6.5 – PEG ACCESS CAPITAL SUPPORT

(a) The Licensee shall provide funding to the Issuing Authority and/or the Access Provider, as directed by the Issuing Authority, in writing, in the total amount of Three Hundred Thousand Dollars (\$300,000) for PEG Access capital support purposes. The Licensee shall provide such funding on annual basis, no later than July 1st of each year of this Renewal License, in the amount of Thirty Thousand Dollars (\$30,000) each year. The first annual payment shall be made no later than July 1, 2020; the last annual payment shall be no later July 1, 2029.

(b) Under no circumstances shall said PEG Access Capital Support payments required herein be counted against (i) the annual PEG Access funding payable to the Issuing Authority and/or the Access Provider pursuant to Section 6.4 above; and/or (ii) the License Fees payable to the Town pursuant to 9.4 infra., and/or (iii) any other License Fees or payments required by applicable law.

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(s), 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 Cable System for purposes of

obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Licensee 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 Issuing 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 DTC as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

Complaints by any Person as to the operation of the Cable System may be filed in writing with the DTC 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 DTC shall be notified by Licensee on forms to be prescribed by the DTC 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 - PROTECTION OF SUBSCRIBER PRIVACY

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

SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee 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 Cable 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.

SECTION 9.2 - INSURANCE

(a) Licensee shall carry Commercial General Liability 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 protecting, as required in this Renewal License, Licensee and listing the Town/City 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 personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. (b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars

(\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(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.

(d) Licensee shall provide the Issuing Authority upon request 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/City 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).

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

(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 include (i) the PEG Access Annual Support (Section 6.4,) and (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.5); (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 DTC on forms prescribed by the DTC, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the DTC, 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 DTC.

(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 DTC 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 failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5;
- (d) For repeated failure, as determined by the DTC, to maintain signal quality pursuant to the standards provided for by the FCC and/or DTC;
- (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; and
- (f) 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 material provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the material 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.

(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 - TRANSFER OR ASSIGNMENT

In accordance with applicable law, 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 DTC. 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 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, 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. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the DTC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, 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.

SECTION 9.12 - 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 sent as required by applicable law or by certified mail, nationally recognized overnight courier service or other means

providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of South Hadley
Attn: Selectboard
South Hadley Town Hall
116 Main Street
South Hadley, MA 01075

(b) Every notice served upon Licensee shall be delivered or sent as required by applicable law or by certified mail (postage prepaid) or nationally recognized overnight courier service 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
3303 Main Street
Springfield, MA 01075

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 signed by the Issuing Authority and the Licensee.

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/City, Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____ 20__.

TOWN OF SOUTH HADLEY

By:

Chairman, Selectboard

Selectboard Member

Selectboard Member

COMCAST OF MASSACHUSETTS II, INC.

By:

Michael C. Parker
Regional Senior Vice President

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

South Hadley High School	153 Newton Street
Michael E. Smith Middle School	100 Mosier Street
Mosier Elementary School	101 Mosier Street
Plains Elementary School	267 Granby Road
South Hadley Police Station	41 Bridge Street
South Hadley Town Hall	116 Main Street
Gaylord Library	47 College Street
South Hadley Public Library	2 Canal Street
South Hadley Council on Aging	45 Dayton Street
Newton Street Fire Station	144 Newton Street
Woodbridge Fire Station	20 Woodbridge Street
South Hadley Electric Light Department	85 Main Street
South Hadley Department of Public Works	10 Industrial Drive
Old Firehouse Museum	4 North Main Street
District One Water Department	438 Granby Road
Pioneer Valley Performing Arts Charter Public School	15 Mulligan Drive

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
VIDEO ORIGINATION LOCATIONS**

South Hadley High School	153 Newton Street
Michael E. Smith Middle School	100 Mosier Street
Mosier Elementary School	101 Mosier Street
Plains Elementary School	267 Granby Road
South Hadley Police Station	41 Bridge Street
South Hadley Town Hall	116 Main Street
Gaylord Library	47 College Street
South Hadley Public Library	2 Canal Street
Newton Street Fire Station	144 Newton Street
Woodbridge Fire Station	20 Woodbridge Street



The Commonwealth of Massachusetts

Town of South Hadley



Selectboard
116 Main Street, Room 109

APPLICATION FOR 1 DAY BEER AND WINE LICENSE

Application #

TGL-18-164

Date Submitted

9/11/2018

Applicant Name: **Willits-Hallowell Center**

Company:

Applicant Address: **50 College Street South Hadley MA 01075**

Applicant Phone: **4135382220**

Applicant Email:

rosborn@mtholyoke.edu

Date Applied For: **Friday, October 5, 2018**

Hours of Operation:

12:30-3:30pm

Address of Location: **50 COLLEGE ST, Souh Hadley, MA 01075**

Description of Location: **MHC Boathouse**

Type of Event: **Picnic**

RESTRICTIONS:

- If the event is to be held indoors in a building or structure that is not annually certified as a place of assembly, an inspection may be required by the Town Building Inspector and appropriate District Fire Inspector. The applicant is responsible to schedule the inspections, if necessary.
- Per MGL Chapter 138, Section 12 and 13, alcohol cannot be sold between the hours of 2 a.m. and 8 a.m. Monday-Saturday or between the hours of 1 a.m. and 12 noon on Sunday.

OTHER RESTRICTIONS:

LIABILITY DISCLAIMER:

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of South Hadley, and the Selectboard, as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage should result from the exercise of the license.

LIQUOR LIABILITY INSURANCE REQUIREMENT

For any event held on town-owned property, liquor liability insurance naming the Town of South Hadley as an additional insured must be obtained prior to the event with a minimum per occurrence amount of \$250,000. A certificate of insurance showing liquor liability insurance coverage must be submitted with this application.

Payment Date	Amount Paid	Payment Type	Payment Number
9/11/2018	\$30.00	Credit Card	

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

WARRANT FOR THE STATE ELECTION

SS. Hampshire

To the Constables of the Town of South Hadley

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in the State Election to vote at

PRECINCT A, B, C, D & E

South Hadley High School, 153 Newton Street, South Hadley, MA 01075

on **TUESDAY, THE SIXTH DAY OF NOVEMBER, 2018**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

SENATOR IN CONGRESS.	FOR THIS COMMONWEALTH
GOVERNOR AND LIEUTENANT GOVERNOR.	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.	FOR THIS COMMONWEALTH
SECRETARY OF STATE.	FOR THIS COMMONWEALTH
TREASURER AND RECEIVER GENERAL	FOR THIS COMMONWEALTH
AUDITOR.	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.	FIRST DISTRICT
COUNCILLOR.	EIGHTH DISTRICT
SENATOR IN GENERAL COURT	HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT.	SECOND HAMPSHIRE DISTRICT
DISTRICT ATTORNEY	NORTHWESTERN DISTRICT
CLERK OF COURTS.	HAMPSHIRE COUNTY
REGISTER OF DEEDS.	HAMPSHIRE DISTRICT

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would limit how many patients could be assigned to each registered nurse in Massachusetts hospitals and certain other health care facilities. The maximum number of patients per registered nurse would vary by type of unit and level of care, as follows:

- In units with step-down/intermediate care patients: 3 patients per nurse;
- In units with post-anesthesia care or operating room patients: 1 patient under anesthesia per nurse; 2 patients post-anesthesia per nurse;
- In the emergency services department: 1 critical or intensive care patient per nurse (or 2 if the nurse has assessed each patient's condition as stable); 2 urgent non-stable patients per nurse; 3 urgent stable patients per nurse; or 5 non-urgent stable patients per nurse;

- In units with maternity patients: (a) active labor patients: 1 patient per nurse; (b) during birth and for up to two hours immediately postpartum: 1 mother per nurse and 1 baby per nurse; (c) when the condition of the mother and baby are determined to be stable: 1 mother and her baby or babies per nurse; (d) postpartum: 6 patients per nurse; (e) intermediate care or continuing care babies: 2 babies per nurse; (f) well-babies: 6 babies per nurse;
- In units with pediatric, medical, surgical, telemetry, or observational/outpatient treatment patients, or any other unit: 4 patients per nurse; and
- In units with psychiatric or rehabilitation patients: 5 patients per nurse.

The proposed law would require a covered facility to comply with the patient assignment limits without reducing its level of nursing, service, maintenance, clerical, professional, and other staff.

The proposed law would also require every covered facility to develop a written patient acuity tool for each unit to evaluate the condition of each patient. This tool would be used by nurses in deciding whether patient limits should be lower than the limits of the proposed law at any given time.

The proposed law would not override any contract in effect on January 1, 2019 that set higher patient limits. The proposed law's limits would take effect after any such contract expired.

The state Health Policy Commission would be required to promulgate regulations to implement the proposed law. The Commission could conduct inspections to ensure compliance with the law. Any facility receiving written notice from the Commission of a complaint or a violation would be required to submit a written compliance plan to the Commission. The Commission could report violations to the state Attorney General, who could file suit to obtain a civil penalty of up to \$25,000 per violation as well as up to \$25,000 for each day a violation continued after the Commission notified the covered facility of the violation. The Health Policy Commission would be required to establish a toll-free telephone number for complaints and a website where complaints, compliance plans, and violations would appear.

The proposed law would prohibit discipline or retaliation against any employee for complying with the patient assignment limits of the law. The proposed law would require every covered facility to post within each unit, patient room, and waiting area a notice explaining the patient limits and how to report violations. Each day of a facility's non-compliance with the posting requirement would be punishable by a civil penalty between \$250 and \$2,500.

The proposed law's requirements would be suspended during a state or nationally declared public health emergency.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A YES VOTE would limit the number of patients that could be assigned to one registered nurse in hospitals and certain other health care facilities.

A NO VOTE would make no change in current laws relative to patient-to-nurse limits.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would create a citizens commission to consider and recommend potential amendments to the United States Constitution to establish that corporations do not have the same Constitutional rights as human beings and that campaign contributions and expenditures may be regulated.

Any resident of Massachusetts who is a United States citizen would be able to apply for appointment to the 15-member commission, and members would serve without compensation. The Governor, the Secretary of the Commonwealth, the state Attorney General, the Speaker of the state House of Representatives, and the President of the state Senate would each appoint three members of the commission and, in making these appointments, would seek to ensure that the commission reflects a range of geographic, political, and demographic backgrounds.

The commission would be required to research and take testimony, and then issue a report regarding (1) the impact of political spending in Massachusetts; (2) any limitations on the state's ability to regulate corporations and other entities in light of Supreme Court decisions that allow corporations to assert certain constitutional rights; (3) recommendations for constitutional amendments; (4) an analysis of constitutional amendments introduced to Congress; and (5) recommendations for advancing proposed amendments to the United States Constitution.

The commission would be subject to the state Open Meeting Law and Public Records Law. The commission's first report would be due December 31, 2019, and the Secretary of the Commonwealth would be required to deliver the commission's report to the state Legislature, the United States Congress, and the President of the United States.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A **YES VOTE** would create a citizens commission to advance an amendment to the United States Constitution to limit the influence of money in elections and establish that corporations do not have the same rights as human beings.

A **NO VOTE** would not create this commission.

QUESTION 3: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on July 7, 2016?

SUMMARY

This law adds gender identity to the list of prohibited grounds for discrimination in places of public accommodation, resort, or amusement. Such grounds also include race, color, religious creed, national origin, sex, disability, and ancestry. A "place of public accommodation, resort or amusement" is defined in existing law as any place that is open to and accepts or solicits the patronage of the general public, such as hotels, stores, restaurants, theaters, sports facilities, and hospitals. "Gender identity" is defined as a person's sincerely held

gender-related identity, appearance, or behavior, whether or not it is different from that traditionally associated with the person's physiology or assigned sex at birth.

This law prohibits discrimination based on gender identity in a person's admission to or treatment in any place of public accommodation. The law requires any such place that has separate areas for males and females (such as restrooms) to allow access to and full use of those areas consistent with a person's gender identity. The law also prohibits the owner or manager of a place of public accommodation from using advertising or signage that discriminates on the basis of gender identity.

This law directs the state Commission Against Discrimination to adopt rules or policies and make recommendations to carry out this law. The law also directs the state Attorney General to issue regulations or guidance on referring for legal action any person who asserts gender identity for an improper purpose.

The provisions of this law governing access to places of public accommodation are effective as of October 1, 2016. The remaining provisions are effective as of July 8, 2016.

A YES VOTE would keep in place the current law, which prohibits discrimination on the basis of gender identity in places of public accommodation.

A NO VOTE would repeal this provision of the public accommodation law.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2018.

Selectmen of South Hadley

Posting: Town Hall, Main Library, Senior Center, Big Y (Willimansett St.) & Fire District 2.

_____, 2018.
Constable

Warrant must be posted by **October 30, 2018**, (at least *seven days prior* to the **November 6, 2018** State Election).

CARLENE C. HAMLIN, Clerk
SARAH B. GMEINER, Assistant Town Clerk

To: Selectboard
From: Carlene C. Hamlin, Town Clerk
Date: September 19, 2018



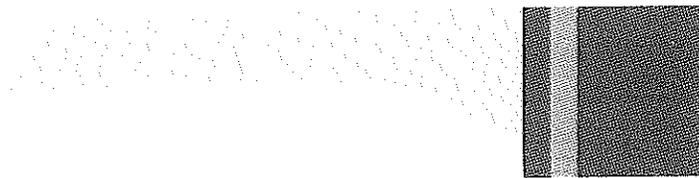
Due to the untimely passing of Attorney Edward J. Ryan, Jr. I am formally notifying the Selectboard that the position of Town Moderator is now vacant. In accordance with the provisions of Massachusetts General Laws Chapter 41, Section 10 the Selectboard must now vote to place the office of Town Moderator on the ballot at the next annual town election.

Ed was recently reelected as Town Moderator this past April 10th and would have served until April 13, 2021.

MOTION:

In accordance to MGL Chapter 41, S10, I move that the position of Town Moderator be placed on the ballot at the next annual town election with a term expiring April 13, 2021.

South Hadley Selectboard
116 Main st
South Hadley, MA 01075



9/18/18

Selectboard

RE: Request for Zoning Map Amendment

Dear Selectboard,

I would like to request an amendment to the Zoning Map to change Parcels #3 and #4 on Assessors Map #34 from from Residence A-1 and Business B to Business A.

We are thinking about putting up another building consisting of a couple garages used for storage rentals, while leaving front of property untouched.

Sincerely

Steven M. Theroux

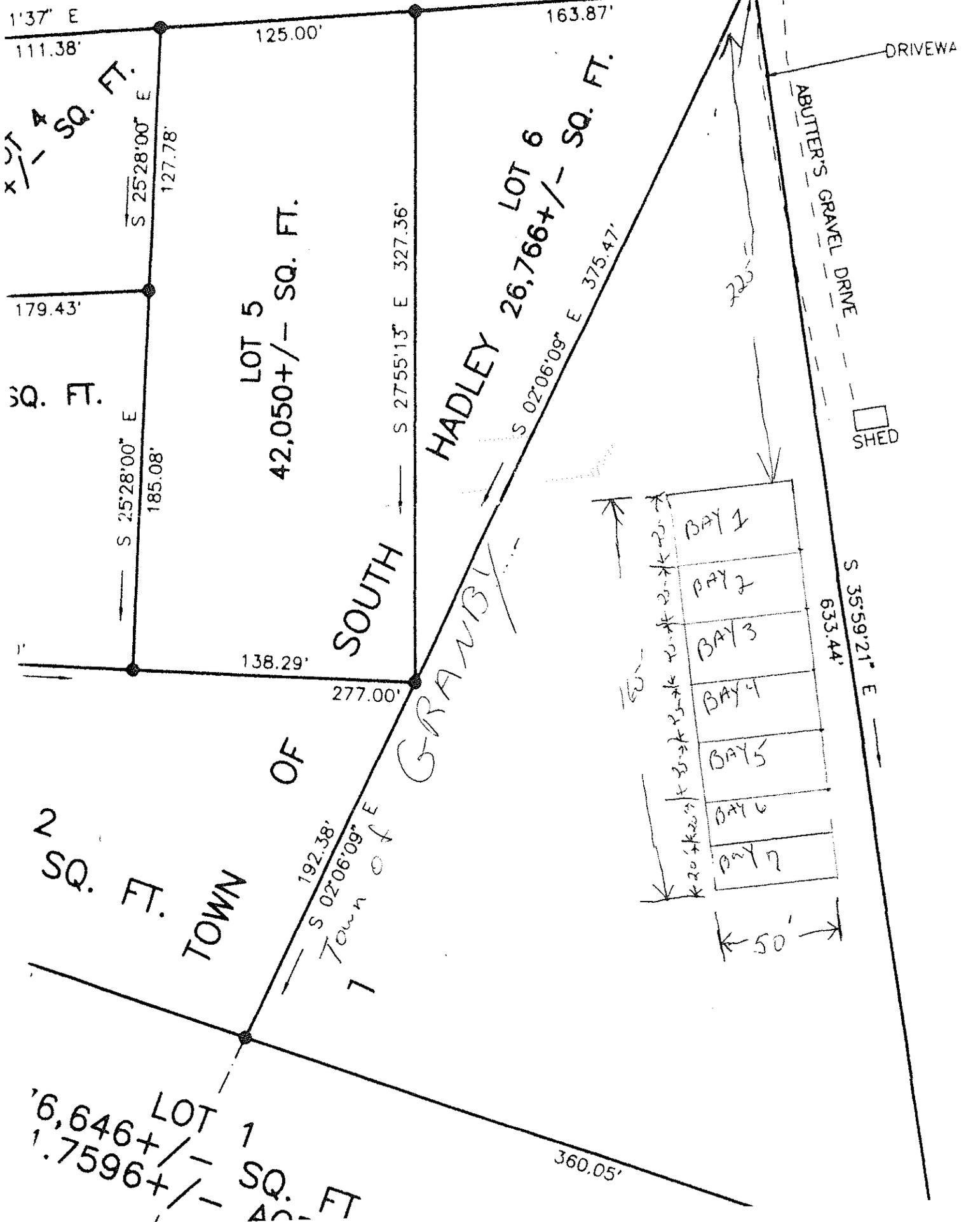
622 Granby rd, South Hadley, MA 01075

413-374-1488

Theroux29@comcast.net



GRANBY ROAD - ROUTE 202



1'37" E
111.38'
179.43'
SQ. FT.

LOT 5
42,050 +/- SQ. FT.

HADLEY LOT 6
26,766 +/- SQ. FT.

2
SQ. FT.

TOWN OF GRANBY

LOT 1
6,646 +/- SQ. FT.
1.7596 +/- SQ. FT.

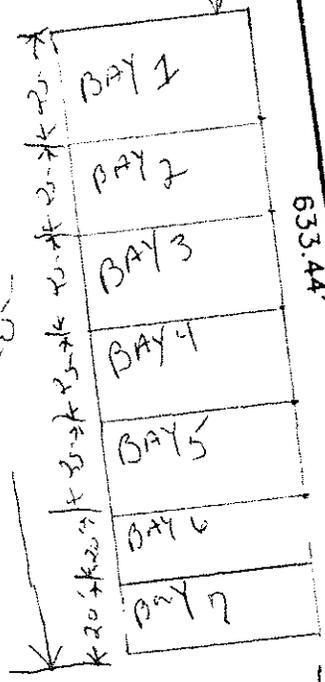
400.25'

DRIVEWAY

ABUTTER'S GRAVEL DRIVE



SHED



S 35.59.21" E
633.44'

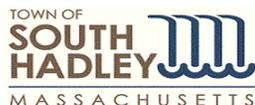
360.05'

DONNA WHITELEY, Treasurer/Collector
CMMT,CMMC

To: Selectboard
From: Donna Whiteley 
Date: September 21, 2018
Subject: Sewer Use Fee Warrant

I am requesting a Sewer Use Fee Warrant for the billing date of October 1, 2018 in the amount of \$1,141,355.00

Cc: Accounting



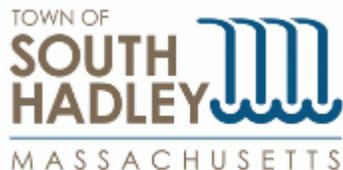
Kristin Maher <kmaher@southhadleyma.gov>

Fwd: COA Board

Mike Sullivan <msullivan@southhadleyma.gov>
To: Kristin Maher <kmaher@southhadleyma.gov>
Cc: Selectboard <selectbrd@southhadleyma.gov>

Tue, Sep 18, 2018 at 11:53 AM

Please put on agenda for Sept 25,
Thanks,
Mike
Michael J. Sullivan
Town of South Hadley, Administrator
116 Main Street
South Hadley, Massachusetts 01075
413.538.5017 ext.136
msullivan@southhadleyma.gov



----- Forwarded message -----

From: **Mary Billion** <mebillion@gmail.com>
Date: Tue, Sep 18, 2018 at 10:43 AM
Subject: COA Board
To: <selectboard@southhadleyma.gov>

To the Member of the Selectboard,
I regretfully must resign from the Council on Aging Board, effect immediately.

I have enjoyed working with Leslie Hennessey and all the staff at the COA, and with them well. .

Thank you,
Mary Billion
[55 High Street](#)
[South Hadley, MA 01075](#)



Online Form Submittal: Application for Appointment to Board, Commission, or Committee

noreply@civicplus.com <noreply@civicplus.com>
To: chamin@southhadley.ma.gov, kmaher@southhadley.ma.gov, sgmeiner@southhadley.ma.gov

Fri, Aug 31, 2018 at 11:43 AM

Application for Appointment to Board, Commission, or Committee

Step 1

Committees
Before the Selectboard or other appointing authority makes appointments, they would like to know a little about you and why you feel you could contribute to the board or committee. Please take a few minutes and complete the brief expression of interest information below and click submit to send your application for consideration.

Please Note: when submitting online, when you click the "submit" button you are agreeing to read a copy of the Massachusetts General Laws Chapter 268A "Conflict of Interest" provided by the Town Clerk, if appointed, and to the best of your abilities agree to abide by the provisions of the statute. You may receive a phone call to confirm your interest in the appointment.

Choose From the Following Council on Aging
List your board or committee choices here in the order of preference. If you selected "Other" above, please indicate which board or committee you wish to apply for.

Please give any details regarding your interest in this appointment? Field not completed.

Please Provide the Following Information

Name Donna Natale
Email [Redacted]
Address1 37A Hillcrest Park
Address2 Field not completed.
City South Hadley
State MA
Zip 01075
Primary Phone [Redacted]
Alternate Phone Field not completed.
Cell Phone: [Redacted]

General Questions

Are you a registered voter in the Town of South Hadley? Yes
Are you a Town Meeting Member? No
Is any of your immediate family employed by the Town of South Hadley? No
Do you now or have you previously served in Town government? No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.) Volunteer at the South Hadley Council on Aging under the direction of Leslie Hennessey, volunteer with office personnel, volunteer with Program/Volunteer Coordinator. I have served on a condo association board for 23 years.
Please list any additional information you think may be helpful in reviewing your application. Also in my career I directed and managed 17 sales associates at a major furniture store. I work as a team player and advocate for the seniors at the South Hadley Senior Center.
How did you learn of the vacancy you are applying for? Other
If you indicated another resident or other above, please provide the resident's name or provide additional details. I heard of vacancies on the Board of Directors through staff members. I recently applied for positions open on the Board of Directors and was interviewed by the Selectboard, however, was not appointed at that time. Therefore, I would like to reapply for the most recent opening.
Upload a Letter of Interest Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Kristin Maher <kmaher@southhadleyma.gov>

Online Form Submittal: Application for Appointment to Board, Commission, or Committee

noreply@civicplus.com <noreply@civicplus.com>
To: chamlin@southhadleyma.gov, kmaher@southhadleyma.gov

Mon, Jul 9, 2018 at 9:42 PM

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

Before the Selectboard or other appointing authority makes appointments, they would like to know a little about you and why you feel you could contribute to the board or committee. Please take a few minutes and complete the brief expression of interest information below and click submit to send your application for consideration.

You can also [print and mail a written copy \(PDF\)](#) to the Selectboard Office at 116 Main Street South Hadley MA 01075.

Please Note: when submitting online, when you click the "submit" button you are agreeing to read a copy of the Massachusetts General Laws Chapter 268A "Conflict of Interest" provided by the Town Clerk, if appointed, and to the best of your abilities agree to abide by the provisions of the statute. You may receive a phone call to confirm your interest in the appointment.

Choose From the Following Council on Aging

List your board or committee choices here in the order of preference. If you selected "Other" above, please indicate which board or committee you wish to apply for.

Please give any details regarding your interest in this appointment? I am a member of the South Hadley COA and have participated in some activities, met with the Shine representative for some great advice, and use the tax preparation program. I am very interested in working on the committee and hope you will consider my application.

Please Provide the Following Information

Name Rita Starzyk

Email [REDACTED]

Address1 7 Ivy Lane

Address2	<i>Field not completed.</i>
City	South Hadley
State	MA
Zip	01075
Primary Phone	██████████
Alternate Phone	<i>Field not completed.</i>
Cell Phone:	██████████

General Questions

Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	No
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in Town government?	No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	Before retiring, I was employed as a Computer Programmer. I taught Key punching for 10 years at the South Hadley High School Evening Division under Jim Manitsas. Served as Treasurer on the South Hadley Chorale's Board of Directors for 12 years; and am still on the board. Was on South Hadley Cultural Council for a term of 6 months. Scheduled the Gaylord Library 35+ desk volunteers for many years. Also, the Chicopee Literacy Education Adult Program (LEAP); Mater Dolorosa School library, spaghetti suppers and other functions. I am proficient at Microsoft Word and can do databases and mail merges.
Please list any additional information you think may be helpful in reviewing your application.	Please consider my application, as my partner, Drewey Darnell, and I work very well together. We wash dishes, do function setup and takedown, etc....but no windows. :)
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Janet Veitch, Worthington Drive, South Hadley
Upload a Letter of Interest	<i>Field not completed.</i>

Allow Chair to Sign Closing Documents

I move to authorize the Selectboard Chair to sign all documents regarding the sale of 1 Canal Street to AAD, LLC, as reviewed and/or prepared by Town Counsel

Ira Brezinsky, Chair
Andrea Miles, Vice Chair
Jeff Cyr, Clerk
Sarah Etelman
Bruce Forcier

Michael J. Sullivan
Town Administrator

September 21, 2018

Honorable Selectboard Member:

Please accept this report as an abridged accounting of activities I and the hardworking town employees have been addressing in South Hadley Town Hall and beyond. There is a lot happening, I hope this report will frame some of the more contemporary and demanding tasks at hand.

As always, thank you for the support, direction and leadership you provide!

Western Mass Economic Development Partners Presentation; On September 13 South Hadley was the featured community before the Western Mass Economic Development Partners in Springfield. I have been a part of this group for about 4 years. The "Partners" is a think tank group (I know "how did I get on") made up of planners, Chamber of Commerce leaders, with representatives from the Regional Employment Board, FRCOG, PVPC, CDCs and Mayor Sarno's Office. The participation is by invitation so the group is limited to about 15.

We meet about 9 time a year and are the host of the regional economic development meeting held in June at the Mass Mutual Center. At almost every meeting a different community presents about an important part a community plays in the region's economy.

I worked with Bob Smith, Richard Harris, Anne Capra and Jennifer Wolowicz to create a PowerPoint presentation to introduce the "partners" to the jewel called South Hadley.

While we have a few growing manufacturers, a smattering of retail and healthy number of service industries, SoHa is hardly a behemoth in any of those various categories. What is SoHa? "A great place to live". Great schools, safe neighborhoods, financially sound, committed to investing in infrastructure are part of the town's composite. We also have great allies in Loomis Communities and Mount Holyoke College.

It is no surprise South Hadley's economic contribution is largely centered on housing. With commercial/industrial/personal property representing less than 5% of our overall tax revenue, with residential contributes the rest. From a regional perspective South Hadley, is where employees live, from CEO's to part-time staff.

The daytime population of South Hadley according to ClearGov (US Census) drops nearly 20% to 14,606. It is the citizens of the town who work elsewhere to make the regional economy hum. Unlike cities like Holyoke which grow in population during the day, South Hadley shrinks.

Using just Holyoke Medical Center as an example there is 114 employees working there that reside in South Hadley generating over \$8,237,000 for the South Hadley and Pioneer Valley Economy. It is important for South Hadley for regional businesses/organizations to be healthy, like HMC. It is also important for those organizations to have solid communities like South Hadley, with great education, important quality active life amenities (i.e. hiking, biking, golf, and boating) and other pastime forms such as restaurants and theaters to keep talent here in the Valley.

Both Richard Harris and Anne Capra had embedded interviews and were very helpful thinking through the presentation. I am blessed to be working with such talented and knowledgeable individuals. South Hadley is really a great place to live!

Hampshire Health Insurance Trust; I attended the most recent HHIT Executive Committee meeting in Northampton. You may recall a year or so ago we discussed measures the Trust was taking on. The trust was attempting to put in place some controls for the ever increasing premium costs. There was a sensible plan for redesign of benefit offerings presented by some unions throughout the 60 communities and entities who are members challenged whether all the intricate steps to establish "Section 21-22-233" for bargaining purposes were done properly. The HCIT Executive Committee recommended backing away from process for one year to ensure everything was done properly.

So here we are 4 months later resuming the enterprise adjusting the plan design. As part of it I will be coming back to you to affirm the vote to accept Section 21-22-23 or some combination less or minus of those regulations. First, HCIT is working with a law firm to create a template that the 60 communities can use to ensure everything was done procedurally correct. As the TA I always remind myself that the Town of South Hadley wants to provide excellent health insurance for its employees to access. However I cannot lose sight of the fiscal role the municipality plays in providing 60% of the cost, therefor 60% of all increases.

We will likely be discussing this at greater length, but I felt it was important to provide an update. The other issue the EC voted to recommend an increase to the Medex rates for retirees by 2.6% (\$11.36 per month) for calendar year 2019. This increase annually is largely predicated on rates set by the federal government.

MPIC; I had the opportunity to meet with MPIC members recently to discuss a number of items. Their chief concern is being involved with the process the Planning Board will be using to update the master plan.

Any update they feel their role is essential. The members pointed out the need today significantly different than what was contemplated when the original plan was being developed, I agree. MPIC has been the oracle for the plan update from year to year. The knowledge and understanding of what is needed for South Hadley this committee has compiled is essential to the update.

They do not see themselves as being tethered tightly to by-law or zoning needed changes, as some fear. But they have a real understanding of the need to assist the municipal organization with visionary aspects and continued pursuit of the broader plan.

My suggestion to the MPIC Chair was to create a direct dialogue with the Planning Board Chair to forge a strategy which helps to make this plan better than the last version. I truly believe that is what we all are hoping, as good as the last plan was.

MHC Safety Meeting; We continue to dialogue with MHC and will be meeting in October to consider ways we can make the pedestrian experience in the MHC area safer for all. MassDOT will join us at the table at the next gathering.

MHC has already started circulating pamphlets to students and faculty encouraging them to be more aware of their surroundings when approaching crosswalks. There are several ideas, less crosswalks, more crosswalks, red lights, bridges, tunnels, neck downs, plateaus and crosswalk guards. Also an app on your phone to alert you on on-coming traffic, CCTV cameras and bright vest for people to wear have been mentioned. I was thinking catapults ...maybe not

We continue to wait for the State Police Re-enactment Team report. I continue to suggest we need to have that report in hand before any significant planning for remedies.

Missing South Hadley Teen; The Chief has been keeping our office up to date on the disappearance of the young woman from the front of the Library. The search has stretched into other states and they are following leads provided by fellow students and others. We should keep her in our thoughts and any information about her whereabouts should be given to the South Hadley Police Department.

Team Weight Watchers; I am now an official member of the SH COA Weight Watchers Friday noon group. For the next 12 weeks I will be trying to learn how to control my weight. This is an initiative of the employee Wellness Committee. I thank Maureen

Cronin (Assessor's) Jennifer Jernigan (Health), ATA Wolowicz and everyone else on 'Wellness' for putting this program together for employee. I considerate a effort of motivation, at least for me.

There is about 40 people participating, nine of those Town employees. Hopefully it will be great team building and weight losing program.

Green Communities; We continue to try to find a path to become a member of DOER Green Communities which is feasible. As you are aware meeting the required 20% energy reduction number is somewhat of an unrealistic challenge on top of the previous 32% reduction achieved in a previous initiative.

This Friday we had a phone conversation with the Deputy Director, DOER Staff and consultant Beth Greenblatt about what wiggle room their might be with Criterion #3 (20 % energy reduction). The results were we need to create a plan to save 20%. It became evident as we surfed through the possibilities that the Senior Center needs to be a major part of any energy savings going forward. We may be able to squeeze some savings out of the Plains School replacement, but that remains to be seen.

We do have a number of projects which would provide significant reduction, but in most cases the savings relative to the cost of implementation is not practical.

Thank you for all your support on so many fronts, it is greatly appreciated!

Respectfully submitted,

Michael J Sullivan
Town Administrator, South Hadley