

Town of Southborough, MA
Meeting of the Select Board
July 16, 2024 6:30 PM

McAuliffe Hearing Room, Town House, 17 Common Street, Southborough, MA

Those wishing to watch or participate remotely can do so by accessing the meeting link at:
<https://ma-southborough.civicplus.com/674/Virtual-Meetings>

I. Call Meeting to Order

II. Public Comment

III. Scheduled Appointments (*Board may vote*)

- a. Brian Ballantine & Ryan Donovan – Aetna senior plan update and survey results
- b. Cable Committee – Recommendation to approve Verizon Renewal License
- c. Trails Committee – ARPA funding request
- d. Interview/appoint Sheri Widdiss to the Conservation Commission; term to expire 6/30/2027
- e. Public Hearing:
 - i. FY25 Transfer Station Regulations
 - ii. FY25 Water Dept. Regulations

IV. Reports

- a. Chair's Report
 - i. Firefighter graduation
 - ii. Civil Engineer vacancy
 - iii. Board & Committee vacancies
- b. Members' Reports
 - i. Update on OneStop application for Route 9 zoning
- c. Town Administrator Report

V. Consent Agenda

- a. Approve Open Session Meeting Minutes: June 6, 2024; June 10, 2024; June 18, 2024; June 28, 2024
- b. Approve DPW reclassification for Stephen Aspesi
- c. Approve response to OML complaint from Marnie Hoolahan
- d. Approve Library donation from C/W MARS
- e. Approve Recreation Department donations
 - i. \$100 from Eloise Nickerson
 - ii. \$3500 for Summer Nights from St. Mark's School (\$1,500), Fay School (\$250), St. Mary's Credit Union (\$250), Middlesex Savings Bank (\$1,500)
- f. Appoint Sara Warden as the Open Space Preservation Commission representative to the Community Preservation Committee; term to expire 6/30/2025
- g. Committee Reappointments (30 day swearing-in period expired)
 - i. Golf Course Committee; terms to expire 6/30/2025
 - 1. Jennifer Selig
 - 2. Tony Schoener
 - ii. Southborough Scholarship Committee; terms to expire 6/30/2027
 - 1. Maria Romero Vagnini
 - 2. Christine Pearson
 - 3. Stephanie Butler
 - iii. 21 Highland Future Use Committee; terms to expire 6/30/2025
 - 1. Johanna Sheyner
 - 2. Alben Phillip
 - iv. Orla Daly – MTC; term to expire 6/30/2027
 - v. Thomas Marcoulier – Trails Committee; term to expire 6/30/2026
 - vi. Johanna Sheyner – Recreation Commission; term to expire 6/30/2027
 - vii. Tony Schoener - PILOT Committee; term to expire 6/30/2025

VI. Other Matters (*Board may vote*)

- a. Authorization for Public Works to plant trees on 84 Main Street property
- b. Consideration of AHTFC-SHOPC Consolidation Working Group Charge
- c. Consideration of revised charges for Stewardship and Scholarship Committees
- d. Review of draft warrant for September 30, 2024 Special Town Meeting
- e. Status report on regional dispatch

VII. Public Comment

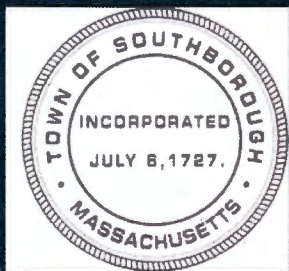
VIII. Adjournment

Kathryn M. Cook, Chair

UPCOMING MEETINGS

August 6, 2024

September 4, 2024



Select Board Meeting
Retiree Survey Results

July 16, 2024

Retiree Plan Survey

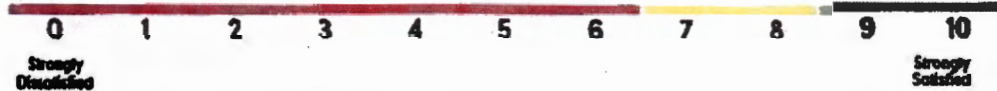
- Retiree First mailed survey to approximately 180 Southborough retirees 4/26/24
- 52 retirees responded (30% participation rate)
- 79% of respondents rated overall plan satisfaction as very good or excellent (rated 8,9,10)
- Area of improvement identified desire to see Silver Sneakers benefit added for 2025. Current fitness/wellness reimbursement of up to \$300 per member annually.

Please circle the number that applies:

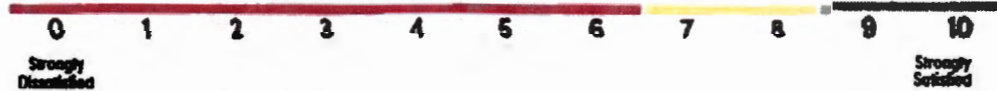
1) I felt it was easy to get in touch with a RetireeFirst Advocate.



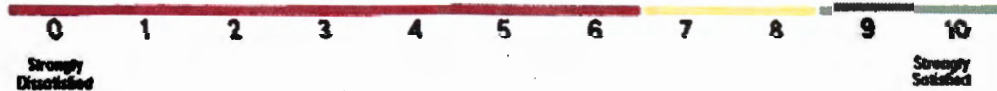
2) The Retiree Advocate was knowledgeable.



3) The Retiree Advocate resolved my problem.



4) I will call RetireeFirst if I have another problem.



5) Have you had issues with prescription drug coverage using your new Aetna insurance that RetireeFirst was not able to assist with? (Circle one)

Yes or No

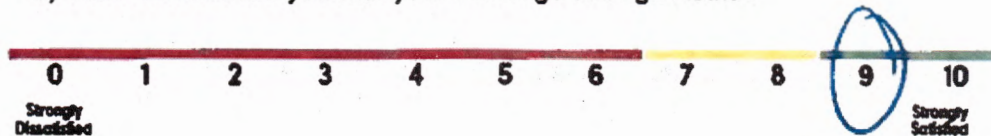
6) Are you satisfied with the fitness reimbursement offered on the Aetna plan? (Circle one)

Yes or No

7) Has your primary care or specialist doctor refused to honor Aetna? (Circle one)

Yes or No

8) How satisfied are you with your coverage through Aetna?



9) Any comments or recommendations for improvements:

None

AETNA Survey summary of results:

	1	2	3	4	5	6	7	8	9
Retiree 1	X	X	X	X	X	NO	NO	6	No benefit to repair hearing aids. No silver sneakers. Old insurance had \$200 for eyeglass or dental.
Retiree 2	4	8	4	9	NO	X	NO	5	Lots of health issues, dissatisfied but will renew.
Retiree 3	8	3	10	10	YES	NO	NO	X	Took 1 week for retiree 1st to call back.
Retiree 4	8	7	7	7	NO	X	NO	7	
Retiree 5	9	5	5	8	NO	X	NO	7	
Retiree 6	X	X	X	X	YES	X	NO	4	Difficulty with prescription, checking formulary, and very restrictive. Do not recommend.
Retiree 7	4	3	0	1	NO	X	YES	0	Problem with surgery appointment.
Retiree 8	10	10	10	10	NO	Y/N	NO	9	Reimburse fitness hard to find.
Retiree 9	9	9	8/9	9	YES	YES	YES	8	
Retiree 10	X	X	X	X	X	YES	NO	9	
Retiree 11	10	10	10	10	NO	YES	NO	10	Loved previous insurance, not happy only one choice.
Retiree 12	X	X	X	X	X	YES	NO	10	Aetna PA impressed me.
Retiree 13	X	X	X	X	NO	YES	NO	10	
Retiree 14	10	10	10	10	NO	YES	NO	10	
Retiree 15	10	9	9	9	NO	YES	NO	10	Seamless transition. Pleased with insurance.
Retiree 16	X	X	X	X	X	X	NO	10	
Retiree 17	10	10	10	10	NO	YES	NO	10	
Retiree 18	10	10	10	10	NO	YES	NO	10	Happy with Aetna.

AETNA Survey summary of results:

	1	2	3	4	5	6	7	8	9
Retiree 19	X	X	X	X	X	YES	NO	10	Thought Aetna would be problem but was not.
Retiree 20	9	10	10	10	NO	YES	NO	8	Seamless transition. Excellent total plan.
Retiree 21	10	10	10	10	NO	X	NO	10	X
Retiree 22	10	10	10	10	NO	X	NO	10	X
Retiree 23	X	X	X	X	X	X	NO	10	So far so good.
Retiree 24	X	X	X	X	X	YES	NO	9	X
Retiree 25	10	7	10	10	NO	YES	NO	8	X
Retiree 26	10	7	10	10	YES	X	NO	8	X
Retiree 27	X	X	X	X	YES	YES	NO	9	X
Retiree 28	9	9	9	9	NO	NO	NO	8	Awesome
Retiree 29	10	10	10	7	NO	X	NO	10	Offer Silver Sneakers
Retiree 30	9	9	10	10	NO	YES	NO	10	X
Retiree 31	10	10	10	10	NO	YES	NO	10	X
Retiree 32	X	X	X	X	NO	YES	NO	8	Excellent plan, best ever had.
Retiree 33	10	10	10	10	NO	YES	NO	10	Very satisfied.
Retiree 34	10	10	10	10	NO	YES	NO	10	Retiree first great help. Pleased it was available.
Retiree 35	10	10	10	10	NO	YES	NO	10	Although satisfied - fitness reimb. covers only a portion of costs.
Retiree 36	10	10	10	10	NO	X	NO	10	X
Retiree 37	10	10	10	10	NO	X	NO	10	X
Retiree 38	X	X	X	X	X	X	NO	10	X

AETNA Survey summary of results:

	1	2	3	4	5	6	7	8	9
Retiree 39	X	X	X	X	X	X	NO	10	X
Retiree 40	10	10	10	10	NO	YES	NO	10	X
Retiree 41	10	10	10	10	YES	YES	NO	9	X
Retiree 42	X	X	X	X	X	X	NO	8	Retiree first friendly and excellent service - however unable to get two common prescriptions.
Retiree 43	X	X	X	X	X	YES	NO	8	No co-pay is great, but encouraged to go to website - not easy - CVS is more simple by phone.
Retiree 44	9	9	9	9	YES	X	NO	8	Too early for comments - no health issues.
Retiree 45	X	X	X	X	X	YES	NO	8	Send Rx list to participant at beginning. One drug not on list, had to have DR sign note about it.
Retiree 46	X	X	X	X	YES	YES	NO	X	No major difficulties - but Rx prices increased, one drug was denied then resolved.
Retiree 47	10	10	10	10	YES	YES	NO	7	Co-pays for Rx higher than old plan. High five and thank you to Aaron.
Retiree 48	9	9	8/9	9	NO	YES	YES	9	X
Retiree 49	X	X	X	X	X	YES	NO	7	X
Retiree 50	10	10	0	10	NO	NO	NO	8	Silver sneakers was going to be offered, was not. Reimbursement not enough for a gym member or even 50%.
Retiree 51	8	8	9	10	NO	NO	NO	7	Would like the silver sneakers program. At first difficult for retiree first to understand issues. Experience was then good with rep on questions with hearing aids.
Retiree 52	9	7	7	9	NO	X	NO	8	Three weeks to get answer on eye doctor question (was positive). Confusion when called about CVS extracare card - was told that is independent and better communication would help.



MASSACHUSETTS STRATEGIC HEALTH GROUP
 Aetna MedicareSM Plan (PPO)
 Medicare (C04) ESA PPO Plan
 Rx \$7/\$13/\$35/\$35/\$35

Benefits and Premiums are effective January 1, 2024 through December 31, 2024

SUMMARY OF BENEFITS
 PROVIDED BY AETNA LIFE INSURANCE COMPANY

Primary Care Physician (PCP): You have the option to choose a PCP. When we know who your provider is, we can better support your care.

Referrals: Your plan doesn't require a referral from a PCP to see a specialist. Keep in mind, some providers may require a recommendation or treatment plan from your doctor in order to see you.

Prior Authorizations: Your doctor will work with us to get approval before you receive certain services or drugs. Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

PLAN FEATURES	Network & out-of-network providers.
Monthly Premium	Please contact your former employer/union/trust for more information on your plan premium.

Annual Deductible	\$0
This is the amount you have to pay out of pocket before the plan will pay its share for your covered Medicare Part A and B services.	

Annual Maximum Out-of-Pocket Amount	
Annual maximum out-of-pocket limit amount	\$0
includes any deductible, copayment or coinsurance that you pay.	
It will apply to all medical expenses except Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.	



HOSPITAL CARE*	This is what you pay for network & out-of-network providers.
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Inpatient Hospital Care	\$0 per stay
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The member cost sharing applies to covered benefits incurred during a member's inpatient stay.

Observation Stay	Your cost share for Observation Care is based upon the services you receive
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Frequency:	per stay
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Outpatient Services & Surgery	\$0
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Ambulatory Surgery Center	\$0
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PHYSICIAN SERVICES	This is what you pay for network & out-of-network providers.
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Primary Care Physician Visits	\$0
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Includes services of an internist, general physician, family practitioner for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery.

Physician Specialist Visits	\$0
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PREVENTIVE CARE	This is what you pay for network & out-of-network providers.
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Medicare-covered Preventive Services	\$0
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- Abdominal aortic aneurysm screenings
- Alcohol misuse screenings and counseling
- Annual Well Visit - One exam every 12 months.
- Bone mass measurements
- Breast exams
- Breast cancer screening: mammogram - one baseline mammogram for members age 35-39; and one annual mammogram for members age 40 & over.
- Cardiovascular behavior therapy
- Cardiovascular disease screenings
- Cervical and vaginal cancer screenings (Pap) - one routine GYN visit and pap smear every 24 months.
- Colorectal cancer screenings (colonoscopy, fecal occult blood test, flexible sigmoidoscopy)
- Depression screenings
- Diabetes screenings



- HBV infection screening
- Hepatitis C screening tests
- HIV screenings
- Lung cancer screenings and counseling
- Medicare Diabetes Prevention Program - 12 months of core session for program eligible members with an indication of pre-diabetes.
- Nutrition therapy services
- Obesity behavior therapy
- Pelvic Exams - one routine GYN visit and pap smear every 24 months.
- Prolonged Preventive Services - prolonged preventive service(s) (beyond the typical service time of the primary procedure), in the office or other outpatient setting requiring direct patient contact beyond the usual service
- Prostate cancer screenings (PSA) - for all male patients aged 50 and older (coverage begins the day after 50th birthday)
- Sexually transmitted infections screenings and counseling
- Tobacco use cessation counseling
- Welcome to Medicare preventive visit

Immunizations \$0

- Flu
- Hepatitis B
- Pneumococcal

Additional Medicare Preventive Services \$0

- Barium enema - one exam every 12 months.
- Diabetes self-management training (DSMT)
- Digital rectal exam (DRE)
- EKG following welcome exam
- Glaucoma screening

EMERGENCY AND URGENT MEDICAL CARE This is what you pay for network & out-of-network providers.

Emergency Care; Worldwide \$0
 (waived if admitted)

Urgently Needed Care; Worldwide \$0



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DIAGNOSTIC PROCEDURES*	This is what you pay for network & out-of-network providers.
Diagnostic Radiology CT scans	\$0
Diagnostic Radiology Other than CT scans	\$0
Lab Services	\$0
Diagnostic testing & procedures	\$0
Outpatient X-rays	\$0
HEARING SERVICES	This is what you pay for network & out-of-network providers.
Routine Hearing Screening We cover one exam every twelve months	\$0
Medicare Covered Hearing Examination	\$0
Hearing Aid Benefit Vendor:	\$800 once every 36 months NationsHearing
DENTAL SERVICES	This is what you pay for network & out-of-network providers.
Medicare Covered Dental* Non-routine care covered by Medicare.	\$0
VISION SERVICES	This is what you pay for network & out-of-network providers.
Routine Eye Exams One annual exam every 12 months.	\$0
Diabetic Eye Exams	\$0
Medicare Covered Eye Exam	\$0
Vision Eyewear Reimbursement Applies to in or out of network	\$150 once every 12 months



MENTAL HEALTH SERVICES*	This is what you pay for network & out-of-network providers.
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Inpatient Mental Health Care	\$0 per stay
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The member cost sharing applies to covered benefits incurred during a member's inpatient stay.

Outpatient Mental Health Care	\$0
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Individual visit

Partial Hospitalization	\$0
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Inpatient Substance Abuse	\$0 per stay
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The member cost sharing applies to covered benefits incurred during a member's inpatient stay.

Outpatient Substance Abuse	\$0
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Individual visit

SKILLED NURSING SERVICES*	This is what you pay for network & out-of-network providers.
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Skilled Nursing Facility (SNF) Care	\$0 per day
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Unlimited days per Medicare Benefit Period.

The member cost sharing applies to covered benefits incurred during a member's inpatient stay.

A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.

PHYSICAL THERAPY SERVICES*	This is what you pay for network & out-of-network providers.
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Outpatient Rehabilitation Services	\$0
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(Speech, physical, and occupational therapy)

AMBULANCE SERVICES	This is what you pay for network & out-of-network providers.
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Ambulance Services	\$0
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Prior authorization rules may apply for non-emergency transportation services received in-network. Your network provider is responsible for requesting prior authorization. Our plan recommends pre-authorization of non-emergency transportation services when provided by an out-of-network provider.



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TRANSPORTATION SERVICES	This is what you pay for network & out-of-network providers.
Transportation (non-emergency)	24 one-way trips with 60 miles allowed per trip
MEDICARE PART B PRESCRIPTION DRUGS*	This is what you pay for network & out-of-network providers.
Medicare Part B Prescription Drugs	\$0
Medicare Part B Prescription Drugs - Insulin	\$0
MEDICARE PART D PRESCRIPTION DRUGS	This is what you pay for network & out-of-network providers.

Part D drugs are covered. See PHARMACY - PRESCRIPTION DRUG BENEFITS section below for your plan benefits at each part D stage, including cost share and other important pharmacy benefit information.



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ADDITIONAL PROGRAMS AND SERVICES	This is what you pay for network & out-of-network providers.
Allergy Shots	\$0
Allergy Testing	\$0
Blood	\$0
All components of blood are covered beginning with the first pint.	
Cardiac Rehabilitation Services	\$0
Intensive Cardiac Rehabilitation Services	\$0
Chiropractic Services*	\$0
Medicare covered benefits only.	
Diabetic Supplies*	\$0
Includes supplies to monitor your blood glucose.	
Durable Medical Equipment/ Prosthetic Devices*	\$0
Home Health Agency Care*	\$0
Hospice Care	Covered by Original Medicare at a Medicare certified hospice.
Medical Supplies*	Your cost share is based upon the provider of services
Medicare Covered Acupuncture	\$0
Outpatient Dialysis Treatments*	\$0
Podiatry Services	\$0
Medicare covered benefits only.	
Pulmonary Rehabilitation Services	\$0
Supervised Exercise Therapy (SET) for PAD Services	\$0
Radiation Therapy*	\$0
Urine Test Strips	\$0
Non-Medicare covered	
ADDITIONAL PROGRAMS (NOT COVERED BY ORIGINAL MEDICARE)	This is what you pay for network & out-of-network providers.
Fitness Benefit Allowance:	\$300
Frequency:	every year



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Coverage Type:	fitness facilities membership, home gym equipment, weight loss program membership
Healthy Lifestyle Coaching One phone, video or chat session weekly.	Standard
Healthy Rewards	Covered
Meals Covered up to 14 meals following an inpatient stay.	\$0
Resources For Living[®] For help locating resources for every day needs.	Covered
Smoking and Tobacco Use Cessation Supplies Frequency	\$0 unlimited visits every year
Teladoc[™] Telemedicine services with a Teladoc [™] provider. State mandates may apply.	\$0
Telehealth Telemedicine Services. Member cost share will apply based on services rendered.	Covered
Telehealth PCP	\$0
Telehealth Specialist	\$0
Telehealth Occupational Therapy Services	\$0
Telehealth PT and SP Services	\$0
Telehealth Other Health care Providers	\$0
Telehealth Individual Mental Health	\$0
Telehealth Group Mental Health	\$0
Telehealth Individual Psychiatric Services	\$0
Telehealth Group Psychiatric Services	\$0
Telehealth Individual Substance Abuse Services	\$0
Telehealth Group Substance Abuse Services	\$0
Telehealth Behavioral Health	\$0
Vendor: MD Live	
Telehealth Kidney Disease Education Services	\$0
Telehealth Diabetes Self-Management Training	\$0



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Telehealth Opioid Treatment Program Services	\$0
Telehealth Urgent care	\$0
Wigs*	\$0
Maximum	\$350
Frequency	every year
ADDITIONAL SERVICES (NOT COVERED BY ORIGINAL MEDICARE)	This is what you pay for network & out-of-network providers.
Cervical and Vaginal Cancer Screening (non-Medicare covered)	\$0
In addition to the Medicare-covered services listed above, we cover one exam every twelve months	
Routine Physical Exams	\$0
One exam per calendar year	

Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

See next page for Pharmacy-Prescription Drug Benefits.



PHARMACY - PRESCRIPTION DRUG BENEFITS

Calendar-Year deductible for Prescription drugs \$0

Prescription drug calendar year deductible must be satisfied before any Medicare Prescription Drug benefits are paid. Covered Medicare Prescription Drug expenses will accumulate toward the pharmacy deductible.

Pharmacy Network P1

Your Medicare Part D plan uses the network above. To find a network pharmacy, you can visit our website (<http://www.aetnaretireplans.com>)

Formulary (Drug List) Classic Plus

Initial Coverage Limit (ICL) \$5,030

The Initial Coverage Limit includes the plan deductible, if applicable. This is your cost sharing until covered Medicare prescription drug expenses reach the Initial Coverage Limit (and after the deductible is satisfied, if your plan has a deductible):

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	Standard	Preferred Retail	Preferred Mail	Standard Retail or Mail
Tier 1 - Preferred Generic Generic Drugs	\$7	\$10	\$20	\$20	\$30
Tier 2 - Generic Generic Drugs	\$13	\$20	\$39	\$39	\$60
Tier 3 - Preferred Brand Preferred Brand Drugs	\$35	\$35	\$105	\$69	\$105
Tier 4 - Non-Preferred Brand Non-Preferred Brand Drugs	\$35	\$35	\$105	\$69	\$105



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5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	Standard	Preferred Retail	Preferred Mail	Standard Retail or Mail
Tier 5 - Specialty Includes high-cost/unique generic and brand drugs	\$35	\$35	Limited to one-month supply	Limited to one-month supply	Limited to one-month supply

If you reside in a long-term care facility, your cost share is the same as a 30 day supply at a retail pharmacy and you may receive up to a 31 day supply.

Coverage Gap

The Coverage Gap starts once covered Medicare prescription drug expenses have reached the Initial Coverage Limit. Your cost-sharing for covered Part D drugs after the Initial Coverage Limit and until you reach \$8,000 in prescription drug expenses is indicated below.

Your former employer/union/trust provides additional coverage during the Coverage Gap stage for covered drugs. This means that you will generally continue to pay the same amount for covered drugs throughout the Coverage Gap stage of the plan as you paid in the Initial Coverage stage. Coinsurance-based cost-sharing is applied against the overall cost of the drug, prior to the application of any discounts or benefits.

Catastrophic Coverage: You pay \$0.

Catastrophic Coverage benefits start once \$8,000 in true out-of-pocket costs is incurred.

Requirements:

Precertification Applies
Step-Therapy Applies

Non-Part D Supplemental Benefit



- Not Covered

Medical Disclaimers

For more information about Aetna plans, go to www.AetnaRetireePlans.com or call Member Services toll-free at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The provider network may change at any time. You will receive notice when necessary.

In case of emergency, you should call 911 or the local emergency hotline. Or you should go directly to an emergency care facility.

The complete list of services can be found in the Evidence of Coverage (EOC). You can request a copy of the EOC by contacting Member Services at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The following is a partial list of what isn't covered or limits to coverage under this plan:

- Services that are not medically necessary unless the service is covered by Original Medicare or otherwise noted in your Evidence of Coverage
- Plastic or cosmetic surgery unless it is covered by Original Medicare
- Custodial care
- Experimental procedures or treatments that Original Medicare doesn't cover
- Outpatient prescription drugs unless covered under Original Medicare Part B

You may pay more for out-of-network services. Prior approval from Aetna is required for some network services. For services from a non-network provider, prior approval from Aetna is recommended. Providers must be licensed and eligible to receive payment under the federal Medicare program and willing to accept the plan.

Out-of-network/non-contracted providers are under no obligation to treat Aetna members, except in emergency situations. Please call our Customer Service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

Aetna will pay any non contracted provider (that is eligible for Medicare payment and is willing to accept the Aetna Medicare Plan) the same as they would receive under Original Medicare for Medicare covered services under the plan.



MASSACHUSETTS STRATEGIC HEALTH GROUP
Aetna MedicareSM Plan (PPO)
Medicare (C04) ESA PPO Plan
Rx \$7/\$13/\$35/\$35/\$35

Pharmacy Disclaimers

Aetna's retiree pharmacy coverage is an enhanced Part D Employer Group Waiver Plan that is offered as a single integrated product. The enhanced Part D plan consists of two components: basic Medicare Part D benefits and supplemental benefits. Basic Medicare Part D benefits are offered by Aetna based on our contract with CMS. We receive monthly payments from CMS to pay for basic Part D benefits. Supplemental benefits are non-Medicare benefits that provide enhanced coverage beyond basic Part D. Supplemental benefits are paid for by plan sponsors or members and may include benefits for non-Part D drugs. Aetna reports claim information to CMS according to the source of applicable payment (Medicare Part D, plan sponsor or member).

Aetna's pharmacy network includes limited lower-cost, preferred pharmacies in Suburban Arizona, Suburban Illinois, Urban Kansas, Rural Michigan, Urban Michigan, Urban Missouri, Urban Pennsylvania, Suburban Utah, Suburban West Virginia, Suburban Wyoming. The lower costs advertised in our plan materials for these pharmacies may not be available at the pharmacy you use. For up-to-date information about our network pharmacies, including whether there are any lower-cost preferred pharmacies in your area, please call 1-866-241-0357 (TTY: 711) or consult the online pharmacy directory at <http://www.aetnaretireeplans.com>.

The formulary and/or pharmacy network may change at any time. You will receive notice when necessary.

You must use network pharmacies to receive plan benefits except in limited, non-routine circumstances as defined in the EOC. In these situations, you are limited to a 30 day supply.

Pharmacy clinical programs such as precertification, step therapy and quantity limits may apply to your prescription drug coverage.

Members who get "extra help" don't need to fill prescriptions at preferred network pharmacies to get Low Income Subsidy (LIS) copays.

Specialty pharmacies fill high-cost specialty drugs that require special handling. Although specialty pharmacies may deliver covered medicines through the mail, they are not considered "mail-order pharmacies." Therefore, most specialty drugs are not available at the mail-order cost share.

The typical number of business days after the mail order pharmacy receives an order to receive your shipment is up to 10 days. Enrollees have the option to sign up for automated mail order delivery. If your mail order drugs do not arrive within the estimated time frame, please contact us toll-free at 1-866-241-0357, 24 hours a day, 7 days a week. TTY users call 711.

The Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name



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drugs. The amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and moves you through the coverage gap.

Coinsurance-based cost-sharing is applied against the overall cost of the drug, prior to the application of any discounts or benefits.

There are three general rules about drugs that Medicare drug plans will not cover under Part D. This plan cannot:

- Cover a drug that would be covered under Medicare Part A or Part B.
- Cover a drug purchased outside the United States and its territories.
- Generally cover drugs prescribed for "off label" use, (any use of the drug other than indicated on a drug's label as approved by the Food and Drug Administration) unless supported by criteria included in certain reference books like the American Hospital Formulary Service Drug Information, the DRUGDEX Information System and the USPDI or its successor.

Additionally, by law, the following categories of drugs are not normally covered by a Medicare prescription drug plan unless we offer enhanced drug coverage for which additional premium may be charged. These drugs are not considered Part D drugs and may be referred to as "exclusions" or "non-Part D drugs". These drugs include:

- Drugs used for the treatment of weight loss, weight gain or anorexia
- Drugs used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs that the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale
- Drugs used to promote fertility
- Drugs used to relieve the symptoms of cough and colds
- Non-prescription drugs, also called over-the-counter (OTC) drugs
- Drugs when used for the treatment of sexual or erectile dysfunction

Plan Disclaimers

Aetna Medicare is a HMO and PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal.

Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company and/or their affiliates (Aetna). Participating physicians, hospitals and other health care



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providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change.

See Evidence of Coverage for a complete description of plan benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by service area.

The formulary, provider and/or pharmacy network may change at any time. You will receive notice when necessary.

Resources For Living is the brand name used for products and services offered through the Aetna group of subsidiary companies.

If there is a difference between this document and the Evidence of Coverage (EOC), the EOC is considered correct.

You can read the *Medicare & You 2024 Handbook*. Every year in the fall, this booklet is mailed to people with Medicare. It has a summary of Medicare benefits, rights and protections, and answers to the most frequently asked questions about Medicare. If you don't have a copy of this booklet, you can get it at the Medicare website (<http://www.medicare.gov>) or by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-267-2637 (TTY: 711). Spanish: **ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-267-2637 (TTY: 711).

Traditional Chinese: **注意：**如果您使用中文，您可以免費獲得語言援助服務。請致電 1-888-267-2637 (TTY: 711)。

You can also visit our website at <http://www.aetnaretireplans.com>. As a reminder, our website has the most up-to-date information about our provider network (Provider Directory) and our list of covered drugs (Formulary/Drug List).

English: We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-800-307-4830. Someone who speaks English/Language can help you. This is a free service.

Spanish: Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-800-307-4830. Alguien que hable español le podrá ayudar. Este es un servicio gratuito.



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Chinese Mandarin: 我们提供免费的翻译服务，帮助您解答关于健康或药物保险的任何疑问。如果您需要此翻译服务，请致电 1-800-307-4830。我们的中文工作人员很乐意帮助您。这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問，為此我們提供免費的翻譯服務。如需翻譯服務，請致電 1-800-307-4830。我們講中文的人員將樂意為您提供幫助。這是一項免費服務。

Tagalog: Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-800-307-4830. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

French: Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-800-307-4830. Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quý vị cần thông dịch viên xin gọi 1-800-307-4830 sẽ có nhân viên nói tiếng Việt giúp đỡ quý vị. Đây là dịch vụ miễn phí.

German: Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-800-307-4830. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

Korean: 당사는 의료 보험 또는 약품 보험에 관한 질문에 대해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-800-307-4830번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

Russian: Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-800-307-4830. Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

:Arabic

إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، ليس عليك سوى الاتصال بنا على 1-800-307-4830. سيقوم شخص ما يتحدث العربية بمساعدتك. هذه خدمة مجانية.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं.



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एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-800-307-4830 पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

Italian: È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-800-307-4830. Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

Português: Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-800-307-4830. Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-800-307-4830. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

Polish: Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-800-307-4830. Ta usługa jest bezpłatna.

Japanese: 当社の健康 健康保険と薬品 処方薬プランに関するご質問にお答えするために、無料の通訳サービスがあります。通訳をご用命になるには、1-800-307-4830にお電話ください。日本語を話す人者が支援いたします。これは無料のサービスです。

Hawaiian: He kōkua māhele 'ōlelo kā mākou i mea e pane 'ia ai kāu mau nīnau e pili ana i kā mākou papahana olakino a lā'au lapa'au paha. I mea e loa'a ai ke kōkua māhele 'ōlelo, e kelepona mai iā mākou ma 1-800-307-4830. E hiki ana i kekahi mea 'ōlelo Pelekānia/'Ōlelo ke kōkua iā 'oe. He pōmaika'i manuahi kēia.

*****This is the end of this plan benefit summary*****

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October 2023

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**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

**SELECT BOARD
TOWN OF SOUTHBOROUGH,
MASSACHUSETTS**

NOVEMBER 26, 2024

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SIGNATURE PAGE

EXHIBITS

EXHIBIT A -- PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE UPON WRITTEN REQUEST (SUBJECT TO SECTION 3.4)

THIS CABLE TELEVISION RENEWAL LICENSE AGREEMENT (this “License”) is entered into by and between the Select Board of the Town of Southborough, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law (M.G.L. c. 166A), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of November 26, 2019, a nonexclusive Cable Television Renewal License to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “2019 Renewal License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the 2019 Renewal License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the 2019 Renewal License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the 2019 Renewal License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning in which case such other meaning shall apply. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town and/or the PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or the PEG Access Designee and in accordance with the terms of this License.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or its successor.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

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

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

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

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

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

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

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

1.13. *Educational Access Channel*: An Access Channel made available to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or of the PEG Access Designee.

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

1.15. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.16. *Franchise Fee*: Shall have the meaning as set forth in Section 622 (g) of the Communications Act (47 U.S.C. §542(g)).

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

1.18. *Government Access Channel*: An Access Channel made available by the Licensee to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the Issuing Authority and/or the PEG Access Designee.

1.19. *Gross Revenues*: All revenue, determined in accordance with United States Generally Accepted Accounting Principles ("GAAP"), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers for

Cable Services; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee, the PEG Access Support, and the PEG Grant as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue). Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the Town, and not the revenues of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP.

Provided, however, that Gross Revenue shall not include:

1.19.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

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

1.19.3. Refunds, rebates or discounts made to Subscribers;

1.19.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; or revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.19.5. Any revenue of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.19.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other cable license fees to the Town on the resale of the Cable Services. Nothing under this Section is

intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

1.19.7. Any tax of general applicability imposed by a town, the State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes);

1.19.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Services as required by this License to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.19.9. Revenues from the sales of capital assets or sales of surplus equipment provided that this exclusion shall not include sales to Subscribers of converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System;

1.19.10. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.20. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high-definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.21. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

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

1.23. *Issuing Authority:* The Select Board of the Town of Southborough, Massachusetts.

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

1.25. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of M.G.L. Chapter 166A.

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

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

1.28. *Non-Cable Services*: Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunications Services.

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

1.30. *PEG Access Channel*: An Access Channel that the Licensee makes available to the Town for non-commercial use pursuant to the terms and conditions of this License, and managed by the Issuing Authority and/or the PEG Access Designee.

1.31. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming, including, but not limited to, the Town itself and/or an access corporation.

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

1.33. *Person*: An individual, partnership, association, joint stock company, trust, corporation, other business entity, or governmental entity.

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

1.35. *Public Access Channel*: An Access Channel made available to the Town pursuant to the terms and conditions of this License and available for the use by the residents in the Town and managed by the Issuing Authority and/or the PEG Access Designee.

1.36. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.37. *Service Area*: The entire existing territorial limits of the Town.

1.38. *Standard Definition ("SD") PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.39. *State*: The Commonwealth of Massachusetts.

1.40. *Subscriber*: A Person who lawfully receives Cable Service in the Town.

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

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

1.43. *Title II*: Title II of the Communications Act, Common Carriers.

1.44. *Title VI*: Title VI of the Communications Act, Cable Communications,

1.45. *Town*: The Town of Southborough, Massachusetts.

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

1.47. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

2. GRANT OF LICENSE AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate, and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert

jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). Nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied.

2.3. *Term:* This License shall become effective on November 26, 2024 (the "Effective Date"). The term of this License shall be five (5) years from the Effective Date unless this License is earlier revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon two hundred and seventy (270) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 28th month following the Effective Date.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Access Support, as provided in Section 5.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out Section 2.4.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

a. commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. if agreed to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.5.4. Modification of the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Section 5.4 hereunder. As stated above, PEG Access Support is not subject to modification under Section 2.5.1.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

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

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, M.G.L. Chapter 166A or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

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

2.9. *Construction of License:*

2.9.1. The provisions of this License shall be construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall

modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or /State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

2.12. *Transfer of the License:*

2.12.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.12.2 below, the Licensee shall not transfer this License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such one hundred twenty (120) day period, then the application shall be deemed approved, unless said one hundred twenty (120) day period is extended by mutual consent of the parties.

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

2.12.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and

legal ability to operate the Cable System under this License, and any other criteria allowable under applicable law and/or regulation.

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

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

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:*

3.1.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as determined in good faith by Licensee; and (F) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis or where the Licensee determines, in good faith, that providing Cable Service is not commercially reasonable.

3.1.2. *Availability of Cable Service and Standard Drops:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within three hundred (300) feet of the Licensee's FTTP Network. The Licensee shall be allowed to recover from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.2. *Cable Service to Public Buildings:* Subject to Section 3.1 and the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be in effect and/or amended during the term of this License, if requested in writing by the Issuing Authority, the Licensee shall provide in a reasonable amount of time and after notifying the Issuing Authority of the process by which it will implement the 621 Order's requirements regarding the provision of free Cable Service to public buildings under a cable license, one Cable Service drop, an outlet, and monthly Basic Service along its activated Cable System route in the Town at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such

buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section. The parties hereto agree that the exercise of any conditional obligations set forth in this Section shall not constitute a modification or amendment of the License within the meaning of 207CMR 3.07.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* Licensee’s Cable System shall meet or exceed the following requirements and/or have at least the following characteristics:

4.1.1. The Cable System shall be operated with an initial digital passband of 50-860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code and the rules and regulations of the Cable Division and the FCC.

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers’ capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, three (3) SD PEG Access Channels and one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels. The Issuing Authority or the PEG Access Designee may change the programming on the HD PEG Access Channel from an HD simulcast of an existing SD PEG Access Channel to distinct programming, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee, which change shall not occur more than once during the License term. Only to the extent permitted by law, the Licensee shall be allowed to recover from

Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.2. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. The Issuing Authority expressly acknowledges that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.3. The Issuing Authority hereby authorizes the Licensee to transmit PEG Access Programming within the Town's jurisdictional boundaries and outside the Town's jurisdictional boundaries to other areas that are served out of the same central offices of the Licensee as those that serve the Town, provided that PEG Access Programming from outside the Town, which is carried in the Town shall not be cablecast on any of the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. If a PEG Access Channel provided under this Article is not being utilized by the Issuing Authority and/or the PEG Access Designee, other than due to Force Majeure, the Licensee may utilize such PEG Access Channel by providing at least one hundred twenty (120) days advance written notice to the Issuing Authority, but only in the event that the Issuing Authority or the PEG Access Designee does not commence use of said PEG Access Channel within said one hundred twenty (120) day notice period. In the event that the Issuing Authority and/or the PEG Access Designee determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least one hundred twenty (120) days advance written notice to the Licensee.

5.2. *PEG Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at the PEG access studio (Trottier Middle School Studio, 49 Parkerville Road, 1st Floor, Southborough, Massachusetts (the "PEG Access Interconnection Site")) in order to cablecast the PEG Channels." The Licensee shall be responsible for interconnection at this location, including any approvals and/or costs arising therefrom. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all direct or reasonably related costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or the PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or the PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town and initiated by the Issuing Authority or the PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or the PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or the PEG Access Designee. Any upgrade or change referenced in subsections (i) and (iv) above required in order for PEG Access Channel cablecasting or PEG Access Programming as provided

to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be “initiated” by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town's and/or the PEG Access Designee’s PEG Access equipment shall be at the output of the Town's and/or the PEG Access Designee’s signal processing equipment at the PEG Access Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for providing that all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or the PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s or PEG Access Designee’s side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.2.3. The Licensee shall provide, install, maintain, repair and replace all equipment necessary to receive and transmit all such PEG Access Programming and all PEG Access Channels as described in Section 5.2.1 above to Subscribers, including any amplification, optical conversion, receiving, cable system headend, processing, and transmitting equipment needed.

5.3. *PEG Grant*

5.3.1. Licensee shall pay to the Issuing Authority a PEG grant in the total amount of One Hundred Thirty-One Thousand Five Hundred Dollars (\$131,500.00) to be used for PEG Access Channel capital funding purposes (the “PEG Grant”), as follows: Within forty-five days of the Effective Date, Licensee shall pay to the Issuing Authority the sum of Forty-Three Thousand Eight Hundred Thirty-Four Dollars (\$43,834.00). Two (2) additional payments in the amount of Forty-Three Thousand Eight Hundred Thirty-Three Dollars (\$43,833.00) each shall be paid by the Licensee to the Issuing Authority on the first and second anniversaries of the Effective Date, respectively. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.3.2. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 5.4, or any License Fee required by Section 6.1.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses (“PEG Access Support”) in the amount equal to five percent (5.0%) of annual Gross Revenues as defined above, subject to the limitation in Section 6.2. If the Town issues or renews any cable licenses after the Effective Date that provide for a lower percentage of PEG Access Support, other than the cable license held by Comcast or its successor in the Pine Hill Road area of the Town serving approximately twenty-seven (27) units in the Town from the City of Framingham, MA, then the Licensee’s percentage of PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee’s PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority’s control.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined above. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.4.3. In no case shall said five percent (5.0%) payments include: (i) the PEG/I-Net Grant ; (ii) costs of PEG Access Channels, interconnection and cablecasting obligations required above; or (iii) any other fees or payments required by applicable law, except as provided in Section 6.2, below; provided however, that said five percent (5.0%) payments shall be a Franchise Fee, and subject to the five percent (5.0%) cap on Franchise Fees pursuant to Section 622(h) of the Communications Act (47 U.S.C. §542(b)).

5.5. *Recovery of Costs.* To the extent permitted by federal law and regulations, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, costs of PEG interconnection, the PEG Access Support payments, and any other costs arising from the provision of PEG services and related payments, required by this License and to accurately reflect such costs as separately billed line items on each Subscriber’s bill.

5.6. *Late Payments:* In the event that the PEG Grant, the PEG Access Support or the License Fee payments is not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the Prime Rate, compounded annually.

5.7. *PEG Access Channel Maintenance/Technical Standards/Performance Tests:* The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System’s commercial channels of similar format and resolution; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any

deficiencies in the signal that it receives from the Town and/or the PEG Access Designee. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or the PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of, PEG Access Programming VOD in the Town; however, the Licensee shall not be required by this Section 5.9 to provide PEG Access Programming VOD in the Town.

5.10. *Censorship:* Subject to Section 611(e) of the Communications Act (47 U.S.C. §531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access Programming over the Cable System.

5.11. *PEG Access Operational Rules.* The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations that require all local producers and users of any of the PEG Access facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation. The PEG Access Designee shall establish rules and regulations for use of PEG Access facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this License.

5.12. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or the PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.13. *Leased Access:* The Licensee shall comply with Section 612 of the Communications Act (47 U.S.C. §532) with respect to designating channel capacity for commercial use.

5.14. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE AND LICENSE FEES

6.1. *License Fee:* Pursuant to Massachusetts Cable Law, (M.G.L. c. 166A, Section 9), the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee"), or such other amount as may in the future be designated by applicable State law.

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5.0%) of annual Gross Revenue (as defined above).

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

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

6.5. *Re-computation and Audit:*

6.5.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.6. above. All amounts shall be subject to audit and re-computation by the Issuing Authority pursuant to this Section 6.5.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it may notify the Licensee thereof in writing after receiving such payment. Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit for any two (2) year period of this License or such shorter period of time that may remain after the expiration of the initial two (2) year period of this License, which audit shall be subject to Section 6.4 above. If, after such audit and re-computation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.6. above. The Town shall have the right to pursue any disputed amount not paid by Licensee in accordance with the enforcement provisions set forth in Article 12 of this License.

6.6. *Method of Payment:* The PEG Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

6.7. *Other Payment Obligations and Exclusions:*

6.7.1. Unless otherwise required by applicable law, the License Fee and Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee or Franchise Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliate.

6.7.2. In accordance with Section 622(h) of the Communications Act (47 U.S.C. §542(h)), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

6.8. *Affiliates Use of System:* Use of the Cable System and the provision of Cable Services within the Town by Affiliates shall be in compliance with applicable federal and State laws and regulations and this License.

7. **CUSTOMER SERVICE**

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. For Subscriber equipment pick-up, the Licensee shall provide for one or more of the following methods: (i) setting a specific appointment time or four (4) hour time period during Normal Business Hours, during which Licensee's representative(s) shall visit the Subscriber's premises to pick-up or exchange Subscriber equipment; (ii) using a mailer; or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

7.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.3. *Denial of Service:* Subject to applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service,

damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by the Licensee's terms and conditions of service.

8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town at any time during Licensee's regular business hours and on a reasonable and nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. In the event that the Issuing Authority receives a request to disclose any information provided to the Issuing Authority by the Licensee pursuant to this License, which information is deemed by the Licensee to be confidential or proprietary, then the Issuing Authority shall promptly notify the Licensee in writing of such request, prior to disclosure of such information, consistent with applicable law, and to maintain such information as confidential and proprietary consistent with applicable law. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the

date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.3.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended;

8.3.5. Financial records necessary for the Issuing Authority to conduct an audit pursuant to Section 6.8 above for a period of three (3) years; and

8.3.6. A map showing the area of coverage for the provisioning of Cable Services.

8.3. *Additional Reports:* The Licensee shall, upon written request by the Issuing Authority, provide the Issuing Authority with a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests required by applicable law.

8.5. *Performance Evaluations:* The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 8.8 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or compel the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

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

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

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

9.1.1.1. Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence for property damage and bodily injury (including

death) and five million dollars (\$5,000,000) general aggregate. Such insurance shall cover the construction, operation, maintenance and removal of the Cable System, and the conduct of Licensee's Cable Service operations and business in the Town.

9.1.1.2. Commercial Automobile Liability Insurance covering all owned, non-owned, hired and/or rented motor vehicles in the amount of five million dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance in compliance with the statutory requirements of the states of operation and Employers' Liability Insurance in the following amounts: (A) \$100,000 Bodily Injury by Accident; (B) \$100,000 Bodily Injury by Disease-each employee; and \$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Commercial Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s), Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

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

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

9.1.6. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contribution.

9.1.7. The Licensee shall require that every one of its contractors and their subcontractors carry in full force and effect, substantially the same insurance with substantially the same amounts as required of Licensee herein.

9.1.8. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, defend, indemnify, and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees (hereinafter referred to as the "Town" for purposes of this Section 9.2) against all claims for damage, suits, causes of action, proceedings, judgments, including for damage to Persons or property, real or personal, due to the acts or omissions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System

under this License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Town shall give the Licensee timely written notice of its obligation to indemnify, hold harmless and defend the Town, provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics and responsibility laws and the consent of the Town, which shall not unreasonably be withheld. The Licensee shall, subject to the consent of the Town as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and amount of any such settlement, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of the otherwise agreed upon settlement. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense.

9.2.3. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

9.3. The Licensee shall maintain, without charge to the Town, throughout the term of the License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Twenty Thousand Dollars (\$20,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this License. The performance bond shall be effective throughout the term of this License and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from this License or from the exercise of any privilege herein granted and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 13 below. Said bond shall be a continuing obligation of this License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section within thirty (30) days of such failure to renew or cancellation. Neither

cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond. Neither this Section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the License. Recourse by the Issuing Authority of remedies available under this Section shall not be exclusive of other lawful remedies available to the Town at law and equity.

10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act (47 U.S.C. § 546) and the applicable provisions of the Massachusetts Cable Law.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

11.2. *The Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance as soon as reasonably possible, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such noncompliance. If the Licensee believes it has cured the subject noncompliance, it shall provide written notice of such to the Issuing Authority. The Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

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

shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Unless otherwise agreed to in writing by the parties, a complete record shall be made of such hearing with the cost shared by the parties. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

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

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

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

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

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

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

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

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Issuing Authority or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter

jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations contained in Article 9- Insurance and Indemnification and Article 10 – Performance Bond herein shall survive the revocation, termination or expiration date hereof.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *Exhibit:* The Exhibit to this License attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibit, incorporated herein by reference and expressly made a part of this License.

12.6. *Equal Employment Opportunity:* The Licensee shall adhere to applicable Equal Employment Opportunity regulations of the FCC and to all federal, State and local laws pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Licensee.

12.7. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure, provided that the party takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of its employees, its property, the public or public property. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances.

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

12.9. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

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

12.11. *Notices*: Unless otherwise expressly stated herein, notices required under this License shall be forwarded in one of the following ways: (i) hand delivered (signature required), (ii) sent by express mail (signature required) or (iii) by certified mail/return receipt requested to, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon Legal Department
140 West Street, 6th Floor
New York NY 10007
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be to:

Select Board
Town of Southborough
Town House
17 Common Street
Southborough, MA 01772

With a copy to:

Cable Television Committee
Town of Southborough
Town House
17 Common Street
Southborough, MA 01772

William H. Solomon
Cable Counsel
2 Old Petersham Road

12.12. *Entire Agreement*: This License and the Exhibit hereto constitute the entire agreement between the Licensee and the Issuing Authority, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

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

12.14. *Amendments and Modifications*: Amendments or modifications to this License shall be mutually agreed to in writing by the parties, unless otherwise specified herein.

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

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

12.17. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. §555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents, other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

12.18. *Town's Right of Intervention*: The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this License, or any provision in this License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

12.19. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

12.20. *Interpretation:* The Town and the Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

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

12.22. *Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2024.

TOWN OF SOUTHBOROUGH
By its Select Board:

VERIZON NEW ENGLAND INC.

Andrew Dennington II, Chair

Paul Sullivan, Region President
Consumer & Mass Business Markets

Kathryn Cook

Approved as to form:

Alfred Hamilton

Pamela N. Goldstein
Associate General Counsel
Verizon Law Department

Marguerite Landry

Sam Stivers

Approved as to legal form:

William H. Solomon
Special Cable Counsel

EXHIBIT

**EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE
SERVICE UPON WRITTEN REQUEST (SUBJECT TO
SECTION 3.2)**

EXHIBIT A
PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE
UPON WRITTEN REQUEST (SUBJECT TO SECTION 3.2)

- | | |
|---|---------------------|
| 1. Cemetery Building | Cordaville Road |
| 2. Finn School | 60 Richard Road |
| 3. Flagg School | 25 Common Street |
| 4. Main Fire Station | 32 Cordaville Road |
| 5. Southborough Access Media | 49 Parkerville Road |
| 6. DPW Office | 147 Cordaville Road |
| 7. Library | 25 Main Street |
| 8. Neary School | 53 Parkerville Road |
| 9. Police Department | 32 Cordaville Road |
| 10. Trottier School | 49 Parkerville Road |
| 11. Town House | 17 Common Street |
| 12. Southborough Arts/Recreation Center | 21 Highland Avenue. |
| 13. Woodward School | 28 Cordaville Road |
| 14. Cordaville Hall/Senior Center | 9 Cordaville Road |



TOWN OF SOUTHBOROUGH

TRAILS COMMITTEE

17 COMMON ST · SOUTHBOROUGH, MASSACHUSETTS 01772
<http://www.southboroughtrails.org>



MEMO

TO: Select Board

FROM: Southborough Trails Committee (STC)

DATE: July 12, 2024

RE: STC ARPA Funding Spend Request and Peninsula Project Status Update

At the upcoming Select Board meeting, July 16, 2024, The STC is requesting approval to spend the previously approved ARPA funds to cover the following trail related expenses:

1. Engineering services to pave ADA Parking Spots and paving costs
 - a. Engineering services estimate: \$6,000
 - b. Paving, striping, signage: \$21,000
 - c. Subtotal: \$27,000
 - d. Request to Spend up to: \$35,000
 - e. Schedule: ASAP
2. Crosswalk at Rt.30/Stonybrook
 - a. Previous Estimate \$15,000
 - b. New quotes (3) requested
 - c. Request to spend up to: \$45,000
 - d. Schedule: by Q4 2024
3. Trail Enhancements
 - a. Request to spend up to the remaining amount: \$7,056.79 on trail enhancements and supplies as originally proposed:
 - i. Supplies to build bog bridges and small boardwalks as needed
 - ii. Shelving for toolshed
 - iii. Benches and signage for trails (signage not related to peninsula trail)
 - iv. Schedule: Purchase supplies by 8/15/24

STC will be providing a status update on the Peninsula Trail, Phase II

- a. Wetland Delineation completed
- b. MWRA/Beals and Thomas/STC site visit conducted to discuss trail location options, equipment access, etc.
- c. Permitting application underway to secure RDA and NOI as required
- d. AMC volunteers scheduled to assist with natural surface trail buildout
- e. Schedule: Still on target to go to bid by Sept 2024

Phase I, MassTrails Grant

- a. Signage planning and design underway
- b. Reimbursement documentation submitted for initial work
- c. Match requirements will be met through additional volunteer hours and paving parking
- d. Schedule: Still on target to wrap up by early Q4 2024

Melanie Otsuka

From: Melissa Danza
Sent: Friday, July 12, 2024 9:16 AM
To: Melanie Otsuka
Cc: Sheri Widdiss
Subject: Appointment to ConCom - Widdiss

Good Morning Melanie,

At last night's Conservation Commission meeting, they unanimously voted (4-0-0) to request the Select Board to appoint Sheri Widdiss to the Commission. Sheri is a previous Commissioner that has extensive experience in wetlands protection and open space due to her job experience. Sheri provided invaluable insight and assistance during her time previously on the Commission and we are excited to have her back.

Sheri did come to our Commission meeting last night as well to introduce herself to newer members so the Commission who were enthusiastic to have her appointed as soon as possible.

Thank you!

Sincerely,

Melissa Danza, CESSWI
Conservation Agent
Town of Southborough
9 Cordaville Road, Lower Level
Southborough, MA 01772
(508)-281-8984

****if submitting materials related to an application please also copy the Conservation Assistant, Lara Davis, at ldavis@southboroughma.com on communications****

General Hours:
Monday - Thursday: 8:00AM – 4:00PM
Friday: 8:00AM-12:00PM

Please call or email to make an appointment or confirm availability as I am frequently out of the office on inspections

Please note that the Secretary of State has deemed e-mail a public record

From: noreply@civicplus.com
To: [SelectmenOffice](#)
Subject: Online Form Submittal: Board and Committee Volunteer Form
Date: Wednesday, June 26, 2024 11:51:45 AM

[EXTERNAL]

Board and Committee Volunteer Form

First Name	Sheri
Last Name	Widdiss
Address	32 Bigelow rd
City	Southborough
State	Ma
Zip Code	01772
Phone Number	██████████
Email Address	██████████
To view a list of the Board and Committee and current membership as well as vacancies	Click here
Name of Board(s) or Committee(s) you would like to volunteer for?	Conservation
Have you previously served on a Board or Committee for the Town of Southborough?	Yes
Name of Board(s)	Conservation
Current Occupation / Current Employer	DCS-conservation restriction reviewer / executive office of energy, environmental affairs
Please tell us how	I'm willing to donate at least 10 hours a month in meeting time

much volunteer time
you have available and
any education,
experience or special
skills that may be
relevant to the
Committee(s) you are
interested in.

and I'm happy to review materials before meetings for a few
hours each month as well. I have extensive background in
Conservation and permitting. And I've been working in the field
for over 10 years

Upload resume
preferred but not
required

Field not completed.

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

TOWN OF SOUTHBOROUGH



OFFICE OF THE SELECT BOARD

TOWN HOUSE · 17 COMMON STREET · SOUTHBOROUGH, MASSACHUSETTS 01772-1662
(508) 485-0710 · FAX (508) 983-7752 · selectboard@southboroughma.com

Notice of PUBLIC HEARING Town of Southborough

The Southborough Select Board shall hold a public hearing on Tuesday, July 16, 2024 at 6:30 p.m. in the Hearing Room of the Southborough Town House, 17 Common Street, Southborough, MA to consider proposed revisions to Transfer Station Rules and Regulations for FY25, including potential changes to the fees charged for transfer station stickers. Interested citizens may attend and provide their comments. Online participation is also permitted and can be found by visiting the "Virtual Meeting" page on the Town website: <https://www.southboroughtown.com/674/Virtual-Meetings>.

Enclosure: Proposed revisions of the FY24 Transfer Station Rules & Regulations

Select Board
Town of Southborough

TOWN OF SOUTHBOROUGH TRANSFER STATION
LOCATED AT THE JOHN BOLAND PUBLIC WORKS FACILITY
147 CORDAVILLE ROAD, SOUTHBOROUGH, MA 01772

HOURS OF OPERATION: WEDNESDAY THROUGH SATURDAY 8AM-6PM

The SWAP SHOP closes daily at 5:00 p.m. and will be closed if conditions warrant. ~~Gate at entrance & exit will close~~ Facility closes promptly at 6:00 p.m. ~~when the entrance and exit gates will be locked.~~ All users should ~~plan on coming well before~~ may be politely asked to leave the facility by 6:00 p.m., especially if they are if they ~~did not provide ample time to offload their~~ recycling materials & brush or discarding large quantities of refuse. Failure to leave the facility by 6:00 pm may result in revocation of your Transfer Station permit.

GENERAL

The Southborough Transfer Station is for the disposal of **RESIDENTIAL** refuse and the recycling of **RESIDENTIAL** materials generated in Southborough by Southborough residents. **Commercial Refuse will not be accepted.** Residents are required to obtain and display a Transfer Station permit, in the form of a sticker, each year to gain access to the Transfer Station. See the Town's website, www.southboroughtown.com, for further clarification regarding residential versus commercial refuse.

DISPOSAL RULES

- a) The attendants on duty have full authority over the disposal and recycling areas. Residents using the transfer station must follow the attendant's directions. If a DPW attendant sees that a permit is not ~~affixed they have the authority to affix it for you~~ permanently adhered to the vehicle they may deny service until the sticker is permanently affixed to the permitted vehicle, if the vehicle registration number does not match your vehicle, they ~~will~~ may confiscate your permit, ~~and you will be fined.~~ Either of these scenarios may result in a fine and/or permit revocation.
- b) Identification, proof of payment (permit) and temporary passes must be shown upon request of the attendant.
- c) Only household trash generated in Southborough shall be disposed of at this facility.
- e)d) In addition to these regulations, State Solid Waste Laws and Regulations apply to waste disposal at this facility (MGL 21H; MGL CH 111 §150A; MGL CH 21E; MGL CH 21D; and 310 CMR). Failure to comply with the Local or State Laws and Regulations may result in permit revocation and/or fines. See: <https://www.mass.gov/lists/waste-recycling-laws-rules> for more information.

OBTAINING TRANSFER STATION PERMITS

Please call the DPW at 508-485-1210 with any questions

WHEN TO PURCHASE PERMITS

- a) New permits may be purchased starting on July 1; they are valid to use upon purchase.
- b) The new permit must be in place by September 15 of each year or the vehicle will be denied access to the transfer station.

HOW TO PURCHASE PERMITS

ONLINE	https://southboroughma.viewpointcloud.com/ There is a transaction fee for credit/debit and e-check transactions
BY MAIL	Please use mail-in application. Make checks payable to: TOWN OF SOUTHBOROUGH Mail to or drop off at: Southborough DPW 147 Cordaville Rd. Southborough, MA 01772
IN PERSON AT THE DPW	Bring a copy of the vehicle registrations you want stickers on (up to 4) along with a check, credit/debit (there is a transaction fee), NO CASH. Mon. through Fri. 7:30AM to 4:00 PM Southborough DPW 147 Cordaville Road Southborough, MA 01772

Permits CANNOT be purchased at the Transfer Station

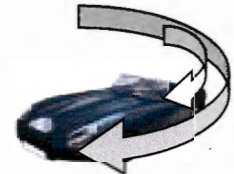
PERMIT FEE SCHEDULE

PERMIT FEE IS NON-REFUNDABLE	Non-Senior Residents	Senior Residents *
	Any time After July 1	Any time After July 1
1 st Permit	\$ 275.00	\$ 40.00
Additional Permits (up to 3)	\$ 20.00 each	\$ 10.00 each
PRO-RATED PERMIT - New Residents ONLY		
Available for purchase 11/1 to 6/30	\$22.92*/Mo. from month of home purchase to Aug. 30.	

* SENIOR RESIDENTS - Residents who are owners of record of a Southborough residence, a lessee or renter who will turn age 65 on or before 12/31/2024

PLACEMENT OF PERMIT

- a) The Transfer Station permit must be permanently affixed on the outside of the vehicle on the VERTICAL SURFACE of the driver’s side FRONT bumper or driver’s side FRONT windshield on the vehicle permitted. Transfer Station permits must be visible at all times. Permits are valid upon purchase so please affix permit to vehicle immediately.



TEMPORARY PASSES

- a) Sometimes valid permit holders may require the use of an un-permitted vehicle to transport refuse and other items to the transfer station. In such instances, a temporary pass may be issued. A temporary pass will be valid for not more than two (2) weeks and may be renewed one (1) time, at the discretion of the DPW Office. To receive a temporary pass residents must:
- Be a valid permit holder
 - Supply the make, model, color, owner's name, address, and registration number of the alternate vehicle
 - Request a temporary permit at the DPW Office

INABILITY TO PAY

- a) Transfer Station Permit Fee may be waived upon approval by the Select Board. Approval will be based on an inability to pay or an extreme hardship. A online application is available at: <https://tinyurl.com/TS-Waiver> <https://www.southboroughtown.com/DocumentCenter/View/533/Sticker-Fee-Waiver-Application-PDF>. The DPW will issue the permit for an approved waiver.
- b) Waivers are valid for one permit year at a time.

VEHICLES

Only cars and pickup trucks that have a current Southborough transfer station permit, or a valid temporary pass, and that are carrying residential household trash will be admitted to the town transfer station.

RESIDENTIAL VEHICLE DESCRIPTIONS

- a) **Cars:** All passenger cars, station wagons, SUVs, mini-vans and full-size window vans registered as passenger vehicles.
- b) **Pickups:** All single rear wheel pickup trucks and vans with a gross vehicle weight (GVW) rating less than 11,500 lbs., registered to a resident.

VEHICLES NOT ALLOWED (regardless of GVW or registration)



(1) No pickups with bed hoists or dump



(2) No high cube vans or Delivery Box Trucks



(3) No utility trailer over 10 ft. long

FOR INFORMATION ABOUT DISPOSAL OR FUNDRAISING CALL THE TRANSFER STATION (508) 485-2511 or DPW (508) 485-1210

HOUSEHOLD HAZARDOUS WASTE DAY – CRT COLLECTION DAY – October 21, 2023

YOU MUST HAVE A VALID PERMIT TO PARTICIPATE IN HAZARDOUS WASTE DAY

CRTs WILL BE COLLECTED FOR A FEE

Please note the transfer station is under video surveillance.

GENERAL INFORMATION

- All Permits must have the license plate numbers of the vehicle that they are assigned to written on them.
- Vehicles with permits that do not match the vehicle’s plate number will be in violation of the Transfer Station Rules and Regulations.
- Residents whose plate number is on a permit that is attached to a vehicle with a different plate number are also in violation of the Transfer Station Rules and Regulations.
- A permit is only valid if it is affixed in the correct location, to a vehicle whose plate number matches that written on the permit.
- All areas of the Transfer Station, including the Swap Shop and all donation containers, are restricted to use only by current Southborough residents with a valid permit.
- A permit is no longer valid if the resident has moved from Southborough.
- Removing materials from recycling bins, compactors, Goodwill and Habitat ReStore is prohibited.
- Salvaging parts in the metal pile is prohibited.
- Climbing over fences or into or onto bins, compactors or the metal pile is prohibited.
- The Southborough transfer station does not accept cathode ray tubes (CRTs) or flat screen monitors and TVs. CRTs are computer monitors and televisions that have picture tubes. There is a yearly CRT collection at Household Hazardous Waste Day when these can be recycled for a fee. Information regarding other recycling options is available at the DPW.

IT IS AGAINST THE LAW TO DISPOSE OF CRTS AS REFUSE
HOUSEHOLD HAZARDOUS WASTE DAY - CRT COLLECTION DAY – October 21st, 2023-2024 -- YOU MUST HAVE A VALID PERMIT TO PARTICIPATE IN HHW DAY– CRTs WILL BE COLLECTED FOR A FEE

2023-2024 - 2024-2025 ALL

VIOLATIONS AND FINES

In compliance with Article III entitled, “Transfer Station, Violations and Fines” of Chapter 36 of the Code of the Town of Southborough entitled “Selectmen” the following shall apply:

- 36.6 Pursuant to the duly promulgated Rules and Regulations of the Select Board, valid transfer station permits will be required for all residents utilizing the transfer station and its related facilities.
- 36.7 Failure to adhere to the provisions of the Selectmen’s Rules and Regulations, as duly posted at the Transfer Station, will result in the issuance of a warning letter from the Superintendent of the Department of Public Works.
- 36.8 Subsequent violations of the Rules and Regulations at the Transfer Station, after the first warning letter has been issued, will result in a fine for each subsequent violation. Fines are set annually by the Select Board and shall be paid within thirty (30) days on notification from the Select Board or their designee.
- 36.9 The Select Board will govern the process for administrating the imposition of fines, which may be appealed to the Select Board or their designee within thirty (30) days of the date of notification by the Town. After due notice and hearing, the Select Board or their designee shall have the authority to uphold, modify or repeal any such fine imposed. No fine will be delinquent while an appeal is pending before the Board or their designee. Violators shall have ten (10) days to pay said fines if notified by the Selectmen or their designee that the appeal has been denied. No transfer station permit will be issued to residents with delinquent fines.
- 36.10 The Police Department is further authorized to prosecute any delinquent unpaid fines pursuant to the applicable provisions of state statute.

Open: Wednesday through Saturday 8 a.m. to 6 p.m.

**FOR INFORMATION ABOUT DISPOSAL OR FUNDRAISING CALL THE
TRANSFER STATION (508) 485-2511 or DPW (508) 485-1210**

Please note the transfer station is under video surveillance.

UNACCEPTABLE WASTE

(1) State Waste Ban Law

The following items **MUST** be **RECYCLED** per Massachusetts State Regulations **310 CMR 19.017** and thereby are prohibited from disposal in the Transfer Station Compactor.

Paper	Glass Containers	Recyclable Plastic Containers (Single Polymer Plastics)	Yard Waste	Lead Acid Batteries
Cardboard	Metal Containers		Leaves	White Goods
Textiles	Mattresses	Box Springs – All Types		

These recyclables in addition to many others are collected at the Recycling Center. Refer to the Recycling Guide for a complete list of all acceptable items.

(2) Other items in addition to (1) above that **ARE PROHIBITED** from the Transfer Station Compactor per Massachusetts State Regulations or contractual agreement with Wheelabrator Millbury, Inc. are:

<ul style="list-style-type: none"> • Acids • Ammunitions, Explosives & Ordinance Material • Animal & Human Remains • Asbestos • Asphalt • Bath Tubs • Biological Waste • Brick • Cable • Cathode Ray Tubes (TVs and Computer Monitors) • Caustics 	<ul style="list-style-type: none"> • Cesspool or Other Human Waste • Chemicals Cleaning Fluids • Commercial Food Waste • Concrete • Drugs • Empty Chemical Containers • Fill • Firearms • Flammables • Fluorescent Bulbs • Gravel 	<ul style="list-style-type: none"> • Hazardous Waste • Hot Loads • Home Sharps • Insecticides • Liquid Waste • Loam • Non-burnable Construction Material • Oil Based Paint • Oils-Crankcase, Cutting, Drained • Paints (liquid) • Pathological Waste 	<ul style="list-style-type: none"> • Pesticides • Petroleum Products • Poisons • Radioactive Material • Scrap Metal • Sheetrock • Tree Logs, Stumps • Wallboard • Wire • Wood (GREATER than 2 ft. long or 2 ft. wide and/or 4 in. diameter)
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ACCEPTABLE WASTE

ITEMS THAT CAN BE DISPOSED IN TRANSFER STATION COMPACTOR

<ul style="list-style-type: none"> • Ashes & sawdust (cold & bagged) • Construction Debris (limit 2-32 gal barrels) • Demolition Debris, incl. carpet (limit 2-32 gal barrels) • <u>DRIED</u> LATEX Paint 	<ul style="list-style-type: none"> • Furniture (Some furniture may be left at Swap Shop) (remove springs from sofa beds) • Garbage (wrapped, bagged – discard with household rubbish) • Miscellaneous hardware (screws, nails, bolts and nuts) 	<ul style="list-style-type: none"> • Non-recyclable plastics • Plastic toys • Pots and pans • Porcelain sinks 	<ul style="list-style-type: none"> • Small kitchen appliances (may also be left at Swap Shop if useable) • Toilets • Wood LESS than 2ft long and 2 ft wide and 4 in thick (limited to same amounts as construction and demolition debris 2-32 gal barrels)
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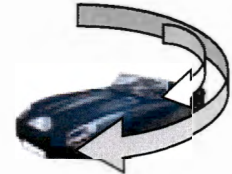
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HOUSEHOLD HAZARDOUS WASTE DAY - CRT COLLECTION DAY – October 19, 2024 -- YOU MUST HAVE A VALID PERMIT TO PARTICIPATE IN HHW DAY– CRTs WILL BE COLLECTED FOR A FEE

2024 - 2025 ALL FINES \$250.00

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Textiles	Mattresses	Box Springs – All Types	Tires	

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TOWN OF SOUTHBOROUGH



OFFICE OF THE SELECT BOARD

TOWN HOUSE · 17 COMMON STREET · SOUTHBOROUGH, MASSACHUSETTS 01772-1662

(508) 485-0710 · FAX (508) 983-7752 · selectboard@southboroughma.com

Notice of PUBLIC HEARING Town of Southborough

The Southborough Select Board shall hold a public hearing on Tuesday, July 16, 2024 at 6:30 p.m. in the Hearing Room of the Southborough Town House, 17 Common Street, Southborough, MA to consider proposed revisions to Water Regulations for FY25. Interested citizens may attend and provide their comments. Online participation is also permitted and can be found by visiting the "Virtual Meeting" page on the Town website: <https://www.southboroughtown.com/674/Vil-Meetings>.

Enclosure: Proposed revisions of the Water Regulations

Select Board
Town of Southborough

INTEROFFICE MEMO



To: Selectboard as Water Commissioners
cc: Mark Purple, Executive Administrator
From: William J. Cundiff, P.E., DPW Superintendent
Date: June 13, 2024
RE: Water Regulation Revision – Work on Private Property

The Water Department Rules and Regulations (adopted 1/27/1987), are outdated and need to be revised. The plan is to revamp these regulations in their entirety in FY25. However, currently there is one aspect of the regulations that should be revised forthwith.

Section V. B. (page 17) states:

"All service pipes one-inch in diameter and less up to and including the shut-off valve before the meter shall be maintained by the Water Department."

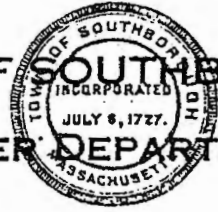
Proposed Revision:

"All water service pipes located between the water main and the curb stop ~~one-inch in diameter and less up to and including the shut-off valve before the meter~~ shall be maintained by the Water Department. Water services located between the curb stop and the water meter shall be maintained by the customer/owner. Water Service leaks between the curb stop and the meter may result in water shut-off until the leak is repaired."

The logic associated with this revision pertains largely to liability (as well as cost) associated with work on private property for water service lines that were installed by private builders (unlike water mains installed by the Water Department). Over the years, we have identified many issues with service line construction ranging from less than ideal locations (ie. Under walls, driveways, walkways, decks, interior cabinets or finished basements, etc) as well as poor construction quality (backfill containing boulders over pipe, different pipe materials, etc.). Leaking service lines have cost the water department tens of thousands of dollars in the past and sometimes result in lingering customer dissatisfaction with the quality of restoration (ie. Walkways, driveways, decks, cabinets, etc.). On occasion, an insurance claim will be filed. The bottom line is the water department should not be digging up private property.

Accordingly, I am requesting the Select Board to approve the above regulation change.

TOWN OF SOUTHBOROUGH
WATER DEPARTMENT



TOWN OF SOUTHBOROUGH, MASSACHUSETTS

Water Department Rules and Regulations

TOWN OF SOUTHBOROUGH, MASSACHUSETTS
Water Department Rules and Regulations

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 - D. Application for Water Service
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I. GENERAL INFORMATION

A. Definitions

1. Water Department - The Water Department of the Town of Southborough, Massachusetts as represented by its Board of Water Commissioners, Superintendent or duly authorized employees or agents.
2. Application for Water Service - The form signed by the customer or his designated representative for the purposes of obtaining water service from the distribution system which shall be considered as a contract between the Water Department and the applicant.
3. Customer - The party making application for water service to any dwelling unit or units, commercial business, corporation, industry or government agency.
4. Distribution System - The system of existing water mains which are installed or presently located in accepted roadway layouts, rights of way or easements within the corporate limits of the Town of Southborough which provide water for fire protection and domestic service.
5. Water Service - The pipe extending from the distribution main to the customers dwelling or other structure, up to and including the water meter.
6. Single Family Dwelling - A single family home used as temporary or permanent living quarters.
7. Multiple Dwellings - Multiple dwellings shall be deemed to include but not be limited to, duplex homes,

nursing homes, apartment buildings, town houses, elderly or family housing complexes, or condominiums.

8. Commercial Structures - Commercial structures shall be deemed to include but not be limited to hotels, motels, restaurants, department stores, food markets, or other facilities furnishing consumer or user services.

9. Industrial Structures - Structures where goods are manufactured, stored, or dispensed for consumer use.

B. Service Area

The territory served by the Water Department to the extent of the Town's corporate boundaries.

C. Office Location and Hours of Work

The offices of the Water Department are located at Common Street, Southborough, Massachusetts, 01772. The office is open Monday through Friday from 7:00 AM to 12:00 PM and from 12:30 PM to 4:00 PM. The office is closed Saturdays, Sundays and on legal holidays.

Scheduled meetings of the Board of Water Commissioners
Meetings held every other Tuesday at 7:30 P.M. at the Water Department Office, Common Street, Southborough, MA 01772.

Appointment to be made seventy-two (72) hours in advance for Board of Water Commissioners meeting to be put on the agenda, or discretion of the Board.

Information may be obtained by calling (617) 485-1845 during normal business hours.

D. Application for Water Service

Application for water service must be made by the customer or his designated representative and signed in writing at the office of the Water Department on forms provided by the Water Department, stating fully and truly the use to which the water is to be applied.

1. An approval of the application by the Board of Water Commissioners or their duly authorized representatives shall constitute a contract between the Water Department and the applicant, obligating the applicant to pay the Water Department its established rates and charges and to comply fully with these Rules and Regulations.

2. The Water Department reserves the right to assign the size and location for the water service.

3. Applications will be approved subject to an existing main in an accepted roadway, right-of-way or easement abutting the premises to be serviced, but approval shall in no way obligates the Water Department to extend its mains to service the premises or to cause increasing pressures or volume of water to said premises, except as may be hereinafter provided.

4. The rendering of service by the Water Department and the acceptance thereof by the customer shall be deemed a valid contract between the parties, their heirs, assigns or successors, including and subject to all the provisions of the Water Department's rates, rules and regulations applicable to that service, whether or not a

signed application is made by a customer and accepted by the Water Department.

5. Use of water is to be confined to the premises named in the contract. No customer shall supply another not entitled to the use of water, nor shall he use it for any purpose not mentioned in his application. No person shall obtain water service from any hydrant, or other fixture of the distribution system without previous consent of the Water Department.

6. A set fee of deposit shall be made with each application.

7. The Water Department superintendent shall investigate each application and make a recommendation to the Board of Water Commissioners is deemed necessary within fourteen (14) days of receipt thereof. The Board shall render their decision on each application within fourteen (14) days of receipt of each recommendation.

8. Upon completion of a water service installation or water main extension, any outstanding balance due and payable to the Water Department for services rendered shall be due and payable within 30 calendar days.

9. The Board of Water Commissioners reserves the right to delay a request for approval of any occupancy permit that may be required pending full payment on outstanding accounts.

E. Emergency Services. Emergencies may be reported after normal working hours and on weekends and holidays to the Southborough Police Department.

II. WATER RATES

A. General

Each customer shall be billed for water usage at the prescribed current rates in force at the time of billing.

1. Checks should be made payable to the Town of Southborough. Remittances in cash sent by mail are at the customers risk. If receipts are requested, a stamped self-addressed envelope shall be enclosed with each remittance.

2. A penalty fee shall be assessed for checks submitted and returned to the Tax Collectors for insufficient funds and for late payment of water bills. Such penalties shall be as established from time to time by the Board of Water Commissioners and Collectors Office.

3. The failure of the customer or his agent to receive notice of his water bill does not relieve him of the obligation of its payment nor from the consequences of its non-payment.

B. Domestic Accounts

Water usage shall be billed quarterly.

1. Bill periods shall be as follows:

a. January

b. April

c. July

d. October

2. Payment is due within 30 calendar days of the date of mailing, however after 45 days all bills are subject to 10% penalty.

3. In the event that meters are stopped, frozen or otherwise damaged, or entry for reading purposes cannot be made, water usage shall be based on the prevailing minimum rate or may be averaged over previous billing periods at the discretion of the Water Department.

C. Commercial and Industrial Accounts

For commercial and industrial accounts, billings shall be made on a monthly basis.

1. All meters shall be read starting the tenth day of each month or the closest working day thereto.

2. Billings for metered service shall be sent out by the tenth day of the following month of the meter readings. Bills shall be paid within thirty (30) days of the date of billing.

3. Failure to make such payment shall subject the customer to the provisions for delinquent accounts.

D. Policy for Granting Abatements to Water Bills.

The policy of the Board of Water Commissioners in cases involving higher than usual water bills due to excessive use of water in a billing period is to grant an abatement as outlined below. The following conditions will be followed in granting an abatement.

1. The customer or his representative shall appear before the Board to request an abatement and explain the reasons for so doing.

2. An abatement will be granted in those cases where the excessive use of water was beyond the reasonable control of the user, such as a leak in property, buried pipes that are not visible to the eye.

The Board of Water Commissioners will decide if the excessive use was beyond reasonable control.

3. The Board of Water Commissioners reserves the right to inspect the customers premises to examine the cause of the excessive usage prior to granting an abatement.

4. Any abatement granted will be limited to the excessive use of a minimum of 100,000 cubic feet of water per a three month period.

5. The abatement will be calculated by determining the average use of water by the customer during the past 12 months and subtracting this average from the amount used during the period for which an abatement is requested. In no case will an amount less than an equivalent of 1000 cubic feet per three month period be subtracted from the amount in question. The value of the abatement will then be calculated by multiplying the resultant quantity by 0.8 and applying the water rate cost in force at the time the excessive use occurred.

The intent of this policy is to grant relief to customers who incur an excessively high water bill, due to

reasons beyond their reasonable control. It is further intended, that the water department must charge users of unexpected large quantities of water (as explained above) only that amount which covers the expense of providing such water. The anticipated income to the water department does not include periodic cases of unexpected high users by homeowners.

E. Delinquent Accounts

1. On any account found to be delinquent collection may be initiated by any of the following procedures.

a. Collection through small claims court or any other court having the appropriate jurisdiction.

b. Attachment of property by use of a lien.

2. A late fee will be added after 30 days on overdue accounts.

F. Transfer of Ownership

In the event of the transfer of ownership of dwellings or other structures served by the water system, the current owner or his authorized agent shall notify the Water Department of such sale or transfer and a final reading and bill will be issued by the Water Department.

1. Such notification shall include a request for an accounting of current usage, overdue balances and any liens or adjustments thereto.

2. The name(s) and addresses of the new owners or corporations whether individually or jointly owned shall be furnished upon notification for a final reading.

3. Failure by the seller to pay any outstanding balances due on account shall not affect the water departments right to recover such payments due by legal remedy. Any outstanding balance not paid at the time of sale or transfer shall be considered as a lien on the property and be subject to collection by the Town of Southborough in accordance with the applicable provision of MGL Chapter 40.

III WATER SERVICE FEE'S

A. New Water Mains and Services

At the time of application for a water main extension or new or renewed service, a deposit at prescribed rates established by the Board of Water Commissioners for installation of varying types and sizes of such extensions or services shall be required to cover the cost of capital expenditures applicable to system expansion and maintenance thereof, which for the purposes of these Rules and Regulations shall be considered as a demand fee.

1. All costs for labor, equipment, tools and materials incurred by the Water Department shall be billed at the rates that may be established from time to time by the Board of Water Commissioners.

2. Copies of the latest charges for labor, equipment, tools and materials may be obtained upon request from the Water Department.

3. Water main or service installations larger than one-inch in diameter, shall be considered on a case by case basis, and applicants may be required to hire private contractors approved by the Water Department to perform this work. All such work and materials shall be subject to inspection and approval by the Superintendent or his authorized representative.

4. Payment for all work and materials furnished by the Water Department shall be made prior to commencing work.

B. Temporary Services

Application for temporary services for construction purposes or agricultural use shall be considered on a case by case basis by the Water Department. In general, a demand fee payment will not be required, however, all required work and materials will be billed as specified, hereinbefore. Water usage shall be metered and billed at prevailing rates.

C. Private Fire Systems

All water supplied through fire service piping systems, may at the discretion of the Water Department be metered and special measuring or detection devices shall be furnished, installed and maintained by the user.

1. Meters shall be of the compound or turbine type as required to supply required domestic and/or fire flows to the structure to be serviced.

2. Applications for fire service lines shall be accompanied by detailed drawings, flow calculations, Insurance Service Office (ISO) requirement data, projected

consumption data, etc., prepared by an Engineer registered in the Commonwealth of Massachusetts.

3. Systems shall be so designed, installed and maintained so as not to create hydraulic problems within the existing distribution system.

D. Swimming Pools

Any customer or contractor submitting a request to fill a swimming pool shall apply in writing to the Water Department.

1. For new installations, the applicant or contractors shall furnish a copy of an approved building permit issued by the Town of Southborough.

2. The name and address of the applicant and approximate gallonage required shall be furnished.

3. The Water Department shall be held harmless for any damage caused to private property due to filling new or refilling of existing swimming pools, nor shall it be responsible for the quality of water supplied for such purpose. The rate of filling shall be based on distribution system conditions at the requested time of filling and the Water Department reserves the right to postpone the filling operation as it deems necessary based on system conditions or during periods of heavy use.

4. All applications for filling swimming pools will be denied during the enforcement period of a water ban.

5. A service charge shall be assessed by the Water Department for services that may be rendered at a rate as

established by the Board of Water Commissioners. Water usage shall be billed at prevailing rates.

IV METER INSTALLATION TESTING AND REPAIR

A. General

Meters shall be required for all domestic, commercial and industrial services and the Water Department will determine appropriate sizes and types of meters to be installed.

1. The Water Department shall furnish, install and maintain water meters up to 3/4-inch in size at prescribed rates as established by the Board of Water Commissioners, subject to the conditions noted hereinafter.

2. Meters over 3/4-inch in size shall be purchased by the applicant and shall only be installed by licensed plumbers and in accordance with the requirements of and under the direct supervision of the Water Department. Meters so purchased shall conform to the requirements of the Water Department and be furnished with all necessary accessory items to complete the installation, and shall be installed in such manner so as to protect the meter from damage and to facilitate removal, replacement and reinstallation.

B. Location

All meters shall be set, as nearly as possible, at the point of entrance of the service pipe to the building and the customer shall provide and maintain a clean, dry, warm and accessible place therefore. Meters once set may be changed in location at the request of the customer, at his expense,

and work may be done only by an agent of the Water Department or by a contractor approved by the Water Department.

When and if the customer fails or neglects to furnish a suitable location for a meter inside the building, or where for other reasons it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same.

C. Access

All meters shall become subject to control by the Water Department upon satisfactory installation and testing. The officers or agents of the Water Department shall have free access to all premises supplied with water. At reasonable hours, to permit the inspection of plumbing and fixtures, remove or read meters, to ascertain the amount of water used and the manner of use, and to enforce the intent of these Rules and Regulations.

D. Testing

For meters 3/4-inch and larger, accuracy tests shall be conducted in accordance with the schedule shown under Paragraph 9, or as may be otherwise required by the Water Department if the accuracy of readings is questionable. Field tests shall be conducted in the presence of the Superintendent or his authorized representative and if the field test show inaccurate readings, the meter shall be removed for repairs. The customer shall make arrangements for the removal and repair of any defective or non-registering meter within fifteen (15) days after

receiving notice from the Water Department and shall advise the Water Department of the date that the meter is to be removed from service so that a reading may be obtained. Certified copies of factory tests before and after repairs are made shall be submitted to the Water Department. All expenses covering, field testing, removal, transporting, repairs and re-installation shall be borne by the customer.

1. Tests to determine the accuracy of each meter will be made in accordance with the following schedule or as often as the Water Department may deem necessary. For services up to 5/8-inch in size, meter repairs or replacements necessitated by ordinary wear will be made by the Water Department.

2. Meter Size

	5/8"	3/4"	1"	1½"	2"	3"	4"	6" & over
Interval between tests (years)	10	10	4	4	4	2	1	1

3. A customer may at any time question the accuracy of the meter on his service in accordance with the provisions of Chapter 40, Section 39I shall be tested only after the Water Department receives the request in writing.

4. If the testing of a meter as hereinbefore provided shows that it fails to register correctly within two percent, the charge to the customer shall be adjusted accordingly as the registration varies from 100 percent. Such adjustment shall apply to the current period only, unless it is apparent to the Water Department that a previous

period's consumption has also been affected by the same error.

E. Maintenance

If a water meter is damaged by freezing, hot water or other fault of the customer, all removal, repair and/or replacement charges will be billed to the customer.

F. Non-Registering

If a meter does not register during a billing period due to mechanical failure, or has been removed for repair or testing, the bill will be based on the average daily rate of consumption following the meters replacement. If the meter is not installed during the billing period the bill will be based on the average daily rate of consumption over the previous year.

G. Tampering

If a water meter is tampered with or defaced in order to prevent the proper registration of the water consumed, the customer will be prosecuted to the full extent of the law.

Penalties may be assessed customers to the extent as provided by laws. If the customer fails to remove any violation or comply with any written order of the Water Department immediately water service may be restricted or shutoff.

A list of violation fees may be obtained from the Water Department.

V. SERVICES

A. General

All services shall be installed in accordance with these Rules and Regulations.

1. On new installations or renewals of existing service pipes, only one customer will be supplied through one service pipe. Where more than one customer is now supplied through one service pipe and under the control of one curb shut-off, any violation of the Rules and Regulations of the Water Department by either or any of the customers so supplied shall be deemed a violation by all and the Water Department may take action as could be taken against a single customer. Such action shall not be taken until the customer who is not in violation of the Water Department Rules and Regulations has been given a reasonable opportunity to attach his pipe to a separately controlled service connection.

2. In the event that the Department proposes to restricted or shut off service to a customer involving a landlord-residential tenant account, the Water Department will first notify the Board of Health. Such notice shall only be given if no payment arrangement can be made with the landlord before service is restricted or shut off. Thereafter, the Board of Water Commissioners after consulting with the Board of Health, shall have the discretion to direct the manner in which the the restriction or shut off shall be accomplished, such as, but not limited to, a requirement that as many residential tenants as may reasonably be possible be notified of the action which may affect them.

3. The operation of curb stops or gate valves on of any water service or water main extension is forbidden by anyone other than the Water Department.

4. In the event the customer requests water to be turned on or off, the Water Department will not be responsible for any damages occurring due to such action requested.

B. Ownership

All service pipes one-inch in diameter and less up to and including the shut-off valve before the meter shall be maintained by the Water Department.

1. All customers are urged to maintain the plumbing and fixtures within their own premises in good repair. They shall be required to make any repairs necessary to conserve water.

2. Customers are urged to install water conservation devices.

C. Materials

All materials used for water service or water main extensions shall be as approved by the Water Department.

D. Installation

All water services and water mains shall be installed to a minimum depth of cover of four and one half (4½) feet.

1. Installation Period. The Water Department will not allow any service lines or water mains to be installed between November 1 and April 15, except by special

arrangement, or in the case of an emergency, in which case the customer shall pay for the excess over normal costs.

2. Approval. Work done by private contractors shall be performed in a manner satisfactory to the Water Department. If any defects in workmanship or materials are found, or if the customer's service has not been installed in accordance with the Water Department requirements, the water service will either not be turned on or will be disconnected if such defects are not corrected. All services or water main extensions shall be flushed, pressure tested and disinfected as required before acceptance by the Water Department. Any new additions or private additions shall be approved by the Water Department Superintendent. No customer shall install any additions or alter any service pipe(s) for any purpose not mentioned in the customer's application without first giving written notice to the Water Department and obtaining its approval.

3. Joint use of Service Trench. Service pipes will not be placed in the same trench with gas pipes, electric conduits, sewers, or other utilities.

4. Cross-Connections. No cross connection between the public water system and any nonpotable supply will be allowed unless protected by a system specifically designed for this purpose, and such connection is approved by the Water Department and by the Massachusetts Department of Environmental Quality Engineering. No connection capable of causing back-flow between the public water supply system and

any plumbing fixture, device, or appliance or between any waste outlet of pipe having direct connection to waste drains will be permitted. If the Water Department discovers such a connection, service will be discontinued immediately.

a. All customer services shall be protected with devices comensurate with the degree of potential hazard. All such devices shall be located at the service entrance and all water consumption within the premises shall pass through the protective device.

5. Backflow Prevention Devices. An approved backflow prevention device may be required on commercial and industrial enterprises using municipal water. The device shall be purchased and maintained by the customer. The device shall be inspected by the Water Department or by the state every six (6) months. The cost of said inspection will be billed to the customer as applicable.

6. Electrical and Telephone Grounds. No user of the municipal water system shall install an electrical or telephone ground of any sort to the water service or to their own plumbing.

7. Tapping Existing Water Mains. All taps in existing water mains shall be made by or under the supervision of the Water Department.

8. Operation of Valves and Hydrants. Operation of gate valves, curb stops and hydrants shall only be done by Water Department personnel.

E. Frozen Water Mains and Services. In those cases where customer-owned service pipes or mains are frozen, and it is determined that the main or service is not properly installed, the thawing may be done by the Water Department at the expense of the customer.

1. To avoid a re-occurrence, the Water Department may order an examination of the customer's service pipe. If the service is not at a minimum depth of four and one half feet, as required, the Water Department reserves the right to require it to be lowered before service is resumed.

2. Where mains or services are at the proper depth, all costs for thawing shall be borne by the Water Department.

F. Private Wells

All customers with private wells shall notify the Water Department of the number, size, depth, location of the wells and quantity used from these private sources.

1. No pipes or fixtures connected to the distribution water mains shall be connected to the private source. See section V D.4 and 5.

H. Insurance, Bonds and Permits

Insurance requirements for work done by private contractors in accepted town roads, rights-of-way and easements shall be as required by the Board of Selectmen, in addition road maintenance bonds may be required. All road opening permits shall be obtained through the Superintendent of the Southborough Highway Department or through the

Massachusetts Department of Public Works as applicable and copies furnished to the Water Department as required.

VI WATER MAIN EXTENSIONS

A. General

Extension of a water main to any residential, commercial or industrial development or to any subdivision thereof, in easements or ways established therein not formally accepted by the Town of Southborough as public ways and for water main extensions in accepted public ways shall be made only in accordance with the following terms and conditions.

1. The applicant for such extension(s) shall submit three copies of preliminary plans and a detailed utility impact study where required to the Board of Water Commissioners at least fourteen (14) days (Saturdays, Sundays and holidays excluded) prior to submission of preliminary plans to the Planning Board and prior to to requesting a meeting with the Board to discuss availability of water and design concepts.

2. Preliminary plans shall contain thereon the area to be serviced, which shall include all proposed and existing streets, ways, easements, existing utilities and topographical features. Water mains shall be shown extending to the furthest point of property and shall terminate with a main line gate valve and hydrant assembly as required by the Water Department. Plan size shall be 24-inches by 36-inches and shall be drawn to a scale of 40 feet to 1-inch. One mylar and two prints of each plan shall be submitted. Each

plan shall be stamped by a professional engineer registered in the Commonwealth.

3. Detailed utility impact studies shall include but not be limited to the following:

a. Anticipated fire flows, pressure ranges and other pertinent data within the sub-division or complex.

b. Potential or anticipated impact on the existing water distribution system.

4. Upon receipt of the application and required data, the Board of Water Commissioners will review the data submitted and advise the application in writing within twenty (20) days (Saturdays, Sundays and holidays excluded), of its findings and recommendations, unless such time is extended by mutual agreement.

5. The Board of Water Commissioners or its authorized representative shall layout the location of water mains, valves, hydrants, etc., or may at its discretion require that a detailed review and analysis of the submitted material be made by its consulting engineer(s). Any and all costs for such review and analysis shall be made at the applicants expense. The Board will obtain an estimate of cost from its consulting engineer(s) and advise the applicant in writing within seven (7) days after receipt of the application (Saturday, Sunday and holidays excluded) of such costs and time required for the review. Payment for all costs relative to preliminary and final review of submittals shall be made by the applicant and shall be made directly to

Departments consulting engineer. No approval of final plans will be made or connections to the Town's water system authorized until such time as all payments for outside services have been made.

6. Certified copies of such right of ways, easements or other instruments that may be required or as may be necessary for the purpose of making and recording such installation(s) shall be submitted as required.

7. Upon submission and subsequent approval of definite plans by appropriate boards, commissions and agencies, the applicant shall cause to be executed an agreement between the Board of Water Commissioners on behalf of the Town of Southborough and himself indicating that title to new water mains in accepted Town roads, rights of way and easements shall be granted to the Town after the installation is completed and only after a one year guaranty period has expired from date of completion. A bond in an amount prescribed by the Board of Water Commissioners shall be required on behalf of the Town subject to conditions deemed in the best interest of the Town. This bond shall apply only to the water main(s) and appurtenant items in residential, commercial or industrial sub-divisions and not to pavement replacement and other restoration work which shall be subject to the control of the Highway Superintendent and Board of Selectmen.

8. Water mains and appurtenant items installed in residential, commercial and industrial complexes or

sub-divisions thereof shall remain the property of and responsibility of the applicant until such time as the roadways, right of way and easements therein are formally accepted by Town Meeting action.

9. In the event of an emergency, repairs to water mains and appurtenances will be made by the Water Department. Applicants or Contractors performing each week will be billed for all costs incurred by the Department and shall pay all such charges within thirty (30) days of receipt of the billing. If payment is not received within thirty (30) days, the Board of Water Commissioners shall institute action through the Collectors Office against the applicants or its bonding company to recover its costs. In non emergency situations, applicants will be given a maximum of seven (7) days to effect necessary repairs before action is taken by the Water Department.

B. Special Conditions in General

1. Statutory Requirements. The Contractor shall keep himself fully informed of all existing and future State and Federal Laws and municipal ordinances and regulations that may affect in any manner those engaged or employed in the work, or the materials used or employed in the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law applicable to the project, all of which provisions are hereby incorporated by reference and made a part thereof. He shall at all times himself observe

and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify, orders, and decrees; and shall protect and indemnify hold harmless and defend the Town of Southborough, Massachusetts and all of its and their officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by himself or his employees or subcontractors.

All materials furnished and work done are to comply with all State, Federal and local laws and regulations.

2. Severability. The provision of the Standard Specifications for installing water mains and appurtenances and the Rules and Regulations of the Town of Southborough Water Department as adopted by the Board of Water Commissioners on 1986 are declared to be severable and if any provision thereof are held invalid they shall not affect the other provision thereof of either document which shall remain in effect. The Board of Water Commissioners reserves the right to make such changes in these Standard Specifications and the Rules and Regulations of the Water Department from time to time as it deems to be in the best interest of the Town.

3. Applicability. The attached Standard Specification shall apply to all water main extensions in Town roads, rights of way, easements and residential,

commercial and industrial sub-divisions and complexes within the corporate limits of the Town of Southborough as approved by the appropriate governmental regulatory agencies, boards or commissions.

4. Approvals. No work shall commence until such time as all required approvals by Local, State and Federal agencies have been made and sanctioned.

5. Permits. It shall be the Contractors responsibility to obtain all necessary permits that may be required for work on private and/or public property.

6. Bonds and Insurance. Road maintenance bonds in an amount prescribed by the Board of Selectmen shall be required for work in all Town roads and shall remain in effect for a period of one year after final acceptance of the work.

The contractor shall furnish proof of insurability to the Town of Southborough in the manner, amount and extent of coverage as required by the Board of Selectmen.

7. Guaranty. All work and materials shall be guaranteed for a period of one year from the date of acceptance by the Town of Southborough as noted under VI-A-7.

C. Special Requirements

1. Specifications. All work and materials shall conform to the specifications attached hereto. The Contractor shall provide all labor, equipment, tools and materials necessary to construct the work in accordance with these specifications.

2. Standardization of Materials. The Water Department has standardized on certain water works materials and the Contractor shall furnish all such materials without prejudice to their proprietary status.

3. Project Scope. Based on the scope of the project, the Water Department may require full time observation of work with its own forces or by outside consultants. All costs relative to observation shall be borne by the applicant.

VII PRIVATE FIRE PROTECTION SYSTEM

A. General

An application for private fire service shall be accompanied by a plan of the proposed piping system together with a statement telling for what other purposes, if any, the system is to be used.

1. All fire service pipes in an accepted roadway right-of-way or easement shall be furnished, laid and connected at the applicants expense, and all portions of such fire service pipes which lie within the limits of an accepted roadway, right-of-way or easement shall be and shall remain the property of the Water Department upon acceptance.

2. Where a standpipe, reservoir, pump or other equipment is used, it shall be constructed so as to shield and protect the water system from all possible contamination and damage and shall be approved by the Water Department.

3. In construction of standpipes, reservoirs, pumps, etc., provisions shall be made for means of easy

access to their interiors by the agents of the Water Department for the purpose of inspection and maintenance as required by the Water Department. Where applicable a draw-off pipe shall be fitted for the purpose of drawing off water for inspection. Such draw-off pipe shall not be connected with a sewer, drain, or outlet in anyway that would permit pollution of the public water supply.

B. Metering

All fire services metered shall conform to the provisions of Section IV.

1. The customer may purchase and install a fire line compound meter and bypass piping as may be required by the Water Department; it shall be of a type approved by the Department and the National Board of Fire Underwriters.

2. The owner may be required to purchase and install a detector check valve with meters and by-pass piping; it shall be of a type approved by the Water Department and the National Board of Fire Underwriters; the Water Department reserves the right at any time to require the owner to install a fire line compound meter as described in the preceding paragraph.

C. Availability of Water

The Water Department does not guaranty that it can furnish proper quantities of water through any fire service nor does it undertake to guarantee anything relative to that service.

D. Flow Tests

Private fire service and fire apparatus connected therewith may be tested by the owners or by insurance inspectors under the following conditions:

1. Notice shall be given at the Water Department Office at least 48 hours in advance of any test and the date and hour agreed upon by the Water Department Superintendent or his authorized agent.

2. The tests shall be conducted in the presence of a Water Department agent.

3. All costs for Water Department personnel and equipment work shall be paid for by the customer.

VIII PUBLIC RESPONSIBILITY

A. General

Customers are not only responsible for the maintenance of certain water service connections and household plumbing systems, but also for their impact on the entire water distribution system.

1. No person(s) shall at any time, operate a fire hydrant or gate valve even if said hydrant or gate valve is privately owned.

2. Hydrants or valves can only be operated:

a. By the Water Department or its authorized agents thereof.

b. By fire fighters conducting training exercises or at a working fire or other emergency.

3. In the event the customer request water to be turned on or off, the Water Department will not be responsible for any damages occurring due to such action requested.

B. Damage to Water Department Property

Damage or vandalism to Water Department property should be reported immediately to the Water Department. Offenders will be prosecuted to the full extent of the law, and may be charged the entire cost of restoring the facility or structure to proper operating condition or for its replacement.

C. Waste and Leaks

Customers shall take all necessary measures to prevent waste of water. The Board of Water Commissioners shall determine what constitutes waste or improper use and will restrict the same when necessary.

D. Fluctuation of Pressure

No customer shall install or use water consumption apparatus which will affect the pressure or operating conditions of the distribution system, and which will so as to interfere with the service of another customer.

1. Where a customer has or proposes to install apparatus which requires water in sudden or excessive quantities, impairing pressure to the detriment, damage to the distribution system or cause disadvantage to other customers, the Water Department reserves the right to require such customer to install devices or apparatus which will

confine such fluctuation of demand or reduction of pressure to reasonable limits as determined by the Water Department.

2. If a customer, after receiving written notice from the Water Department fails to present an acceptable remedial plan to confine fluctuation of demand or reduction of pressure within the limits set by the Water Department, that customer's water service will be restricted or discontinued.

IX. OPERATION OF WATER DEPARTMENT

A. General

The Water Department will attempt to provide adequate volume and pressure of water at all times however, this cannot be guaranteed due to events beyond their control and normal operation requirements.

B. Flushing

A scheduled program for flushing mains shall be established by the Water Department. Notice of times and locations of planned flushing measures will be published in a newspaper of general circulation at least two (2) days prior to the date(s) of flushing.

C. Drought or Emergency

The Water Department reserves the right, in periods of drought or emergency or when deemed essential to the protection of public health, safety and welfare, to restrict, curtail or prohibit the use of water for secondary purposes, such as sprinkling of lawns, car washing, air conditioning,

or filling swimming pools and shall have the right to fix hours and periods when water may be used for such purposes.

D. Turning Water On or Off

A forty-eight hours (48) notice is required for turning on or shutting off water. The requested service will be provided as soon as possible after notification.

1. Emergency shut-offs at the customer's request will be attended to as soon as possible at any time.

2. Turn-offs in the event of any type of disaster or unattended home where a leak is discovered may be carried out without notifying the customer.

E. Interrupted or Unsatisfactory Service

The Water Department will not be responsible for any damages caused by shutoffs in the main or service pipes because of shortage of supply or for repairs, extensions, or connection, or for any other reason beyond the control of the Water Department. Notice of shutoff will be given when practicable, but nothing in these Rules and Regulations shall be construed as requiring the giving of such notice.

1. The Water Department will not be responsible for damages caused by discolored water, which may be caused by flushing of pipes, reservoirs, or standpipes, or the opening or closing of any valves or hydrants considered necessary or customary for system operation and maintenance or in emergency situations.

2. Acceptance of service by the customer shall be on the express condition that the Water Department shall not

be liable for any damages caused by bursting of pipes, collapse or leakage of customer's equipment, nor for any leakage from any pipes, fixtures, or other appliances wherever located between the main pipe and the point of leakage for any cause whatsoever.

3. The Water Department shall not be liable for damages to fences, walls, shrubs, walks, lawns or any other portion of the customer's premises occasioned by work or installation.

4. The Water Department in no way guarantees the quantity of water or water pressure or the quality of the water, but will endeavor to render the best possible service at all times.

F. Restriction or Discontinuance of Service

Any service may be restricted or discontinued for any of the following reasons:

1. An illegal service connection.
2. A cross connection to any other water supply.
3. Tampering with service connections and/or meters.
4. Denial of access to a representative of the Water Department for the purpose of:
 - a. Reading meters.
 - b. Checking and/or repairing meters or services.
 - c. Checking water connections, appliance and/or fixtures.

5. Non-compliance with request to curtail the use of water under special conditions as determined by the Water Department.
6. A faulty backflow prevention device.
7. Use of water for other than described in the application.
8. Willfull waste of water.

The provisions of these Rules and Regulations are declared to be severable and if any provision hereof is held invalid, that shall not effect the other provisions hereof which shall remain in effect.

TOWN OF SOUTHBOROUGH, MASSACHUSETTS
Water Department Rules and Regulations

Approved January 27, 1987

By

John C. [unclear]
Michael J. [unclear]
Michael G. Gulbanian

Board of Water Commissioners
Town of Southborough, Massachusetts

Approved as to Form

[Signature]
Town Counsel

Jan. 23 87
Date



TOWN OF SOUTHBOROUGH

SELECT BOARD Meeting Minutes

1 **Meeting Date:** Thursday, June 6, 2024, 8:00 AM

2 **Location:** Remote through Zoom

3 **Present:** Andrew Dennington, Kathryn Cook, Marguerite Landry, Sam Stivers and Al
4 Hamilton. Town Administrator Mark Purple, Assistant Town Administrator Vanessa
5 Hale and Bernard Lynch of Community Paradigm Associates, LLC
6

7 *Those wishing to watch or participate remotely can do so by accessing the meeting link at:*

8 <https://www.southboroughtown.com/remotemeetings>

9 **I. Call Meeting to Order**

10 Chair Kathy Cook called the meeting to order at 8:01 AM.

11
12 **II. Building Commissioner – Interview and consideration of appointment**

13 Ms. Cook introduced Mr. Lynch and Mr. Lund and reviewed the process for the interview. The
14 Board took turns asking Mr. Lund their list of thirteen questions. Mr. Lund gave a background of his
15 experience, why he felt Southborough is a good fit for him professionally, his process for zoning
16 enforcement, his management style, and responded to the questions asked as included in the
17 packet. The Board emphasized the need for someone who has strong zoning enforcement skills
18 and the ability and willingness to collaborate with staff and other departments and committees. He
19 assured the Board he would be able to do both. Mr. Lynch gave a summary of the references he
20 spoke to from the communities Mr. Lund has worked with. He added he was told that Mr. Lund
21 works very well with others, his skills are excellent, and he is fair with his enforcement. He gave an
22 example of one resident having said he is too strict and another resident from the same town
23 having said that he is too lenient. He explained that this showcases Mr. Lund’s ability to be fair and
24 impartial in his determinations. Ms. Cook stated that Acting Building Commissioner Gene Novack is
25 very supportive of this appointment as is Electrical Inspector Jim Colleary.

26 Mr. Stivers made a motion to appoint Mr. Chris Lund as Southborough Building Commissioner
27 contingent on successful background checks and SAP process completion. Mr. Dennington seconded.
28 The motion passed all in favor (5-0-0) by roll call vote: Dennington, aye; Landry, aye; Stivers, aye;
29 Hamilton, aye; Cook, aye. Mr. Lund’s first day will be July 1, 2024.

30 **III. Adjournment**

31 Mr. Dennington moved to adjourn at 8:50 AM. Mr. Stivers seconded the motion. The motion was
32 unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye;
33 Ms. Cook, aye; Ms. Landry (5-0-0).
34

Upcoming Meetings

July 11, 2024

July 12, 2024

35
36 Respectfully submitted, Katie Barry, Business Administrator

37
38 List of Documents referred to at the June 6, 2024, SB Meeting:

- 39 • Building Commissioner Interview Question List



TOWN OF SOUTHBOROUGH

SELECT BOARD Meeting Minutes

1 **Meeting Date:** Tuesday, June 10, 2024 6:30 PM
2 **Location:** Public Safety Training Room, 32 Cordaville Road Southborough, MA
3 **Present:** Andrew Dennington, Kathryn Cook, Sam Stivers, and Al Hamilton.
4 **Others Present:** Town Administrator Mark Purple and Assistant Town Administrator Vanessa Hale
5

6 **I. Call Meeting to Order**

7 Chair Kathy Cook called the meeting to order at 6:32 PM.
8

9 This was a special meeting to (1) set goals for the Town Administrator, Mark Purple, for the fiscal
10 year beginning July 1, 2024 through June 30, 2025 and (2) set goals for the Select Board for the fiscal
11 year beginning July 1, 2024 thru June 30, 2025. There were no other agenda items and there was no
12 public comment. The meeting was in person only and no one else attended other than the four
13 Select Board members, Mr. Purple and Ms. Hale.
14

15 **II. Goal Setting for FY25**

16 After discussion among the four members present, the Select Board established three sets of
17 goals: (1) carryforward of certain goals from the prior fiscal year ending June 30, 2024; (2)
18 establishment of new collective goals for the Select Board for the year ending June 30, 2025; and
19 (3) establishment of individual goals for each member of the Select Board for the year ending June
20 30, 2025. All Select Board members that were present agreed on all goals. The official vote to
21 approve was 4-0.

22 The Board agreed upon the continued goals from fiscal year 2024 as follows:

- 23 • Moving forward with RECC options
- 24 • Continuing negotiation with the Town of Hopkinton regarding the water project
- 25 • Committee simplification (reorganization of AHTFC and SHOPC)
- 26 • Review/implement the DOR financial study
- 27 • Guide and support the 21 Highland Committee.

28 The Board agreed to assign the fiscal year 2025 goals as follows:

- 29 • **Mr. Dennington:** replacement of the Town Center historic fence railing (finalize CPC application
30 before 8/31 deadline)
- 31 • **Ms. Cook:**
 - 32 ○ Review of future plans for 2 East Main Street
 - 33 ○ Finalizing parking plan at the former Fayville Village Hall
 - 34 ○ Plans for the future use of Flagg School
 - 35
- 36 • **Mr. Hamilton:**
 - 37 ○ Restoration of farming (including produce sales) at Chestnut Hill Farm
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- **Mr. Stivers:**
 - Continued negotiations with National Grid
 - Plans for the future use of Newton Street land
 - Determine public access to Halloran property
- **Ms. Landry:**
 - Analysis of repairs/restoration to Old Burial Ground
 - Overall bylaw compliance

The Board agreed to the following administration/operational goals:

- Streamline routine Select Board decisions
- Set calendar to meet with most Boards and Committees once a year
- Plan for employee and volunteer recognition events, improve communication on Board accomplishments and future action items
- Develop a "State of the Town" address at the end of each fiscal year and include a Select Board report at Annual Town Meeting.

After discussion between the Select Board and Mr. Purple, four goals were established for Mr. Purple. The Board agreed to assign Mr. Purple the following goals for fiscal year 2025:

- The successful negotiation of the upcoming four Union contracts
- Assist the Board with the analysis of the Public Safety Staffing Study once completed and the implementation of recommendations
- Oversee the completion of the irrigation project for the Golf Course and the totality of golf course related issues (i.e. golf balls being hit onto residential property and possible damage)
- Assist with new Fire Chief onboarding

III. A motion to adjourn was made at 8:02 p.m. Motion to adjourn was approved 4-0.

<i>Upcoming Meetings</i>	
<i>July 16, 2024</i>	<i>August 6, 2024</i>

Respectfully submitted,

Kathryn M. Cook, Select Board Chair

List of Documents referred to at the June 10, 2024 SB Meeting:

- Goals Worksheet FY25



TOWN OF SOUTHBOROUGH

SELECT BOARD Meeting Minutes

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Meeting Date: Tuesday, June 18, 2024 6:30 PM
Location: McAuliffe Hearing Room, Town House, 17 Common Street, Southborough, MA
Present: Andrew Dennington, Kathryn Cook, Sam Stivers and Al Hamilton. Town Administrator Mark Purple and Assistant Town Administrator Vanessa Hale. Present via ZOOM: Marguerite Landry

Those wishing to watch or participate remotely can do so by accessing the meeting link at:
<https://www.southboroughtown.com/remotemeetings>

I. Call Meeting to Order

Chair Kathy Cook called the meeting to order at 6:30 PM.

II. Public Comment

Ms. Marnie Hoolahan, 26 Clifford Road and speaking on behalf of the Planning Board, informed the Board and public that the Planning Board had selected two properties for the Area #1 portion of the MBTA zoning overlay district based on results of the Mapping Session that occurred on June 3rd. She urged the public to view the Planning Board’s June 17th meeting for additional information.

Ms. Lisa Braccio, 13 Oregon Road, stated that she hopes the Annual Volunteer Appreciation Breakfast would be held before the end of the fiscal year.

III. Scheduled Appointments (Board may vote)

a. 6:30 PM – Class II License Hearing; EJ Automotive, 179 Boston Road, Southborough
Mr. Purple read the public hearing notice into the public record. Ms. Cook opened the public hearing at 6:33 PM. Mr. Justin Pessini and Mr. Ethan Pessini appeared before the Board on the matter. Mr. Justin Pessini stated that he is moving his three businesses to one location and seeks to move the license for up to twelve cars from 145 Boston Road to 179 Boston Road. There was no comment from the public. Mr. Stivers moved to close the public hearing at 6:35 PM. Mr. Hamilton seconded the motion. The motion was approved by roll call vote: Ms. Landry, aye; Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Cook, aye (5-0-0). Mr. Stivers moved to approve transferring the Class II License from 145 Boston Road to 179 Boston Road, subject to the approval of the Police, Fire and Building Departments and with the hours listed on the application. Mr. Hamilton seconded the motion. The motion was approved by roll call vote: Ms. Landry, aye; Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Cook, aye (5-0-0).

Ms. Cook heard Other Matters “e” at this time. Ms. Meme Luttrell called the Planning Board meeting to order at 6:37 PM. Members indicated present by roll call: Ms. Luttrell, present; Ms. Hoolahan, present; Ms. Braccio, present; Ms. DeMuria, present, Mr. Stein, present, via ZOOM, but technical difficulties prevented him from answering present.

b. 7:00 PM – Tree Hearing

Ms. Cook heard this matter after Scheduled Appointments “c.” Mr. Chris Leroy, Tree Warden Designee, appeared before the Board on the matter.

- i. Scenic Road Tree Removal Application – 20 Woodbury Road [request to remove 3 trees: one Pignut Hickory (20”), one Red Oak (24”), one Easter White Pine (20”)]

Ms. Luttrell read the public hearing notice into the public record. Ms. Luttrell opened the public hearing at 7:03 PM. Mr. Runfeng Chen, 20 Woodbury Road, appeared before the Board and Planning Board on the matter. Mr. Leroy reported that he found no safety or health issues with any of the trees and Mr. Cliff Templeman, the Town’s arborist, had no issues with the trees. The Planning Board

46 discussed the trees. Ms. Luttrell clarified that, if any trees are removed, Mr. Chen would cover the
47 cost of removal because, although the trees are in the public right of way, this is a resident request.
48 Ms. Hoolahan moved to remove Tree #1 at 20 Woodbury Road. Mr. Stein seconded the motion. Mr.
49 Stein amended the motion to say that the resident would be allowed to remove Tree #1 at 20
50 Woodbury Road. The amended motion was approved by roll call vote: Ms. Luttrell, no; Mr. Stein,
51 yes; Ms. Hoolahan, yes; Ms. DeMuria, no; Ms. Braccio, yes (3-2-0). Ms. Hoolahan moved to retain
52 Tree #2 and Tree #3 at 20 Woodbury Road. Mr. Stein seconded the motion. The motion was
53 approved by roll call vote: Ms. Luttrell, yes; Mr. Stein, yes; Ms. Hoolahan, yes; Ms. DeMuria, yes; Ms.
54 Braccio, yes (5-0-0). DPW Superintendent Cundiff requested that the property owner hire a company
55 that has the appropriate surety to work within the public right of way, something that the Town
56 requires of all companies hired to work in the public right of way. The Board discussed the trees at
57 20 Woodbury Road. Mr. Hamilton moved to authorize the resident at 20 Woodbury Road to remove
58 Tree #1 at his own expense, subject to an acceptable surety bond by the tree company hired to work
59 in the public right of way. Mr. Stivers seconded the motion. The motion was approved by roll call
60 vote: Ms. Landry, aye; Mr. Dennington, aye; Mr. Stivers, no; Mr. Hamilton, aye; Ms. Cook, aye (4-1-
61 0). Mr. Leroy asked that any removal include stump grinding. Ms. Cook amended Mr. Hamilton's
62 motion to include the words, "complete removal of the tree, including the stump." Mr. Stivers
63 seconded the amended motion. The motion was approved by roll call vote: Ms. Landry, aye; Mr.
64 Hamilton, aye; Mr. Stivers, no; Mr. Dennington, aye; Ms. Cook, aye (4-1-0).

- 65 ii. Scenic Road Tree Removal Application – DPW Tree Hearing List May 2024 [26
66 resident/DPW requested trees located on the following streets: Flagg, Middle, Wood,
67 Meadow, Southville, Parkerville, Walnut, Woodland, Richards, Edgewood, Stowe and
68 Deerfoot. The trees range in size from 12" to 48" and consist of 4 Maple, 9 Ash and 13
69 Oak trees]

70 Ms. Luttrell read the public hearing notice into the public record. Ms. Hoolahan asked to hold Tree
71 #2, #21, #22, #24, #25 and #26. Ms. DeMuria asked to hold Tree #2, #5, #6, #18, #19, #21, #22, #24,
72 #25 and #26. Ms. Braccio, Ms. Luttrell and Mr. Stein had no additional holds. Ms. Hoolahan moved
73 to accept Trees #3 and #4 on the June 18, 2024 Tree Hearing List (28 Flagg Road and 70 Deerfoot
74 Road) for trim. Mr. Stein seconded the motion. The motion was unanimously approved by roll call
75 vote: Ms. Luttrell, yes; Mr. Stein, yes; Ms. Hoolahan, yes; Ms. DeMuria, yes; Ms. Braccio, yes (5-0-0).
76 Mr. Hamilton moved that the Board approve the trees approved for trimming by the Planning Board.
77 Ms. Cook amended the motion to include "Trees #3 and #4 from the spreadsheet." Mr. Stivers
78 seconded the amended motion. The amended motion was unanimously approved by roll call vote:
79 Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0). Mr.
80 Stein moved that the Planning Board approve the removal of the following trees on the 2024 Tree
81 Hearing List: #7, #8, #9, #10, #11, #12, #13, #14, #15, #17, and #23. Ms. Hoolahan seconded the
82 motion. The motion was unanimously approved by roll call vote: Ms. Luttrell, yes; Mr. Stein, yes; Ms.
83 Hoolahan, yes; Ms. DeMuria, yes; Ms. Braccio, yes (5-0-0). Ms. Cook moved that the Board approve
84 the removal of the following trees on the 2024 Tree Hearing List: #7, #8, #9, #10, #11, #12, #13, #14,
85 #15, #17, and #23. Mr. Stivers seconded the motion. The motion was unanimously approved by roll
86 call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Landry, aye; Ms. Cook, aye
87 (5-0-0). The Planning Board discussed Trees #5 and #6. Mr. Stein moved that the Planning Board
88 authorize the trimming of Tree #6 and the removal of Tree #5 at 103 Middle Road. Ms. Hoolahan
89 seconded the motion. The motion was approved by roll call vote: Ms. Luttrell, yes; Mr. Stein, yes;
90 Ms. Hoolahan, yes; Ms. DeMuria, no; Ms. Braccio, yes (4-1-0). Mr. Stivers moved that the Board
91 authorize the trimming of Tree #6 and the removal of Tree #5 at 103 Middle Road. Mr. Hamilton
92 seconded the motion. The motion was unanimously approved by roll call vote: Mr. Hamilton, aye;
93 Mr. Stivers, aye; Mr. Dennington, aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0). The Planning Board

94 discussed Trees #18 and #19. Mr. Stein moved that the Planning Board authorize the removal of
95 Trees #18 and #19 at 202 Parkerville Road. Ms. Hoolahan seconded the motion. The motion was
96 unanimously approved by roll call vote: Ms. Luttrell, yes; Mr. Stein, yes; Ms. Hoolahan, yes; Ms.
97 DeMuria, yes; Ms. Braccio, yes (5-0-0). Ms. Cook moved that the Board authorize the removal of
98 Trees #18 and #19 at 202 Parkerville Road. Mr. Stivers seconded the motion. The motion was
99 unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye;
100 Ms. Landry, aye; Ms. Cook, aye (5-0-0). Mr. Stein moved that the Planning Board hold action on Tree
101 #2 until the next tree hearing, as the posting sign blew off. Ms. Hoolahan seconded the motion. The
102 motion was unanimously approved by roll call vote: Ms. Luttrell, yes; Mr. Stein, yes; Ms. Hoolahan,
103 yes; Ms. DeMuria, yes; Ms. Braccio, yes (5-0-0). Ms. Cook moved that the Board hold action on Tree
104 #2 until the next tree hearing, as the posting sign blew off. Mr. Stivers seconded the motion. The
105 motion was unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr.
106 Dennington, aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0). The Planning Board discussed Tree #21.
107 Mr. Stein moved that the Planning Board authorize the trimming of Tree #21 over wires. Ms.
108 Hoolahan seconded the motion. The motion was unanimously approved by roll call vote: Ms.
109 Luttrell, yes; Mr. Stein, yes; Ms. Hoolahan, yes; Ms. DeMuria, yes; Ms. Braccio, yes (5-0-0). Ms. Cook
110 moved that the Board authorize the trimming of Tree #21 over wires. Mr. Stivers seconded the
111 motion. The motion was unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye;
112 Mr. Dennington, aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0). The Planning Board discussed Trees #22
113 and #24. Mr. Stein moved that the Planning Board authorize the trimming of Tree #24 and the
114 removal of Tree #22 at 16 Deerfoot Road. Ms. Hoolahan seconded the motion. The motion was
115 unanimously approved by roll call vote: Ms. Luttrell, yes; Mr. Stein, yes; Ms. Hoolahan, yes; Ms.
116 DeMuria, yes; Ms. Braccio, yes (5-0-0). Ms. Cook moved that the Board authorize the trimming of
117 Tree #24 and the removal of #22 at 16 Deerfoot Road. Mr. Stivers seconded the motion. The motion
118 was unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington,
119 aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0). The Planning Board discussed Tree #25 and #26. Mr.
120 Stein moved that the Planning Board authorize the removal of Trees #25 and #26 at 2 Stow Road.
121 Ms. Hoolahan seconded the motion. Ms. DeMuria asked that the motion specify the left portion of
122 Tree #26. The amended motion was unanimously approved by roll call vote: Ms. Luttrell, yes; Mr.
123 Stein, yes; Ms. Hoolahan, yes; Ms. DeMuria, yes; Ms. Braccio, yes (5-0-0). Ms. Cook moved that the
124 Board authorize the removal of Tree #25 and the left portion of Tree #26. Mr. Stivers seconded the
125 motion. The motion was unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye;
126 Mr. Dennington, aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0). Mr. Leroy informed the Planning Board,
127 the Board and the public that National Grid is executing their Hazardous Tree Mitigation Plan and
128 that people may notice red and blue tape around trees related to this plan. He stated any trees
129 affected by the plan would follow the Town tree policy process. Ms. Braccio thanked Mr. Grant
130 Farrington for his commitment to trees in Southborough. Mr. Stein moved to close the public tree
131 hearing at 8:06 PM. Ms. Hoolahan seconded the motion. The motion was unanimously approved by
132 roll call vote: Ms. Luttrell, yes; Mr. Stein, yes; Ms. Hoolahan, yes; Ms. DeMuria, yes; Ms. Braccio, yes
133 (5-0-0). Ms. Cook moved to close the public tree hearing at 8:07 PM. Mr. Stivers seconded the
134 motion. The motion was approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr.
135 Dennington, aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0).

136 c. Appoint Recreation Director

137 Ms. Cook heard this matter after Other Matters "e." Ms. Jennifer Hansen, chair of the Recreation
138 Commission introduced Mr. Travis Farely as the candidate for Recreation Director. Mr. Dennington
139 moved to appoint Travis Farely as Recreation Director. Mr. Stivers seconded the motion. The motion
140 was unanimously approved by roll call vote: Ms. Landry, aye; Mr. Hamilton, aye; Mr. Stivers, aye; Mr.
141 Dennington, aye; Ms. Cook, aye (5-0-0).

142 d. Interview/appoint Sara Warden to Open Space Preservation Commission, term to expire
143 6/30/2028

144 This matter was heard after Scheduled Appointments "e.ii." Ms. Gillespie introduced Sara Warden to
145 the Board. The Board interviewed Ms. Warden. The Board discussed the length of Ms. Warden's
146 appointment. Mr. Dennington reiterated his concern regarding the Commission's making
147 recommendations during the permitting process for native species on private property. Ms. Warden
148 stated that, in general, she is someone who likes to educate and offer potential solutions. Ms. Cook
149 moved to appoint Sara Warden to the Open Space Preservation Commission, term to expire June 30,
150 2028. Mr. Hamilton seconded the motion. The motion was unanimously approved by roll call vote:
151 Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0). Ms.
152 Gillespie invited the public to the Garden Tour this Sunday, June 23rd at 11:30 AM at the Library and
153 then to the Beals Preserve at 1:00 PM for a program on preserving biodiversity. Ms. Luttrell, in her
154 capacity as Planning Board chair, stated that, as an elected board, the Planning Board solicits the
155 opinions of relevant boards/committees as part of the permitting process. Ms. Hoolahan, in her
156 capacity as a Planning Board member, stated that the Planning Board is an elected board, and she is
157 concerned about the Board's view on the permitting process. Ms. Braccio, in her capacity as a
158 Planning Board member, clarified that the opinions submitted by the Open Space Preservation
159 Commission and the Stewardship Committee regarding 120 Turnpike Road were relevant to the 6.2
160 acre land donation and, at no time, did they discuss a lack of support for affordable housing.
161 Ms. Cook moved to Scheduled Appointments "e.iii" at this time.

162 e. FY25 Committee reappointments and/or reorganization

163 i. Stewardship Committee

164 Please see below.

165 ii. Open Space Preservation Commission

166 Ms. Joyce Greenleaf, chair of the Stewardship Committee, appeared before the Board on the matter.
167 Also present were the following committee members: Kevin Farrington, Freddie Gillespie, Kathryn
168 McKee and Brett Peters. Ms. Freddie Gillespie, chair of the Open Space Preservation Commission,
169 appeared before the Board on the matter. Also present were committee members Joan Levenson
170 and Leslie Naditch. Ms. Cook explained that the reason these two committees are on the Board's
171 agenda is that the Board would like to hear opinions as to whether or not the committees could be
172 merged. The Board shared their views on the matter. Ms. Gillespie stated that the Commission's
173 charge is to preserve open space and that this can be accomplished by purchasing land and can also
174 be accomplished by advocating for ecological landscape management. She stated that Town Counsel
175 had opined in March of 2004 that the Commission can be a part of the subdivision review process.
176 She stated that in 1990, Town Meeting created a policy regarding open space and she suggested that
177 if the Board is not in agreement, the matter should be addressed at Town Meeting. She stated that
178 the charge of the Commission and the Stewardship Committee are very different and that the
179 Commission had voted to remain separate. She also stated that she believes the term of 5 years is
180 appropriate, as time is required to become a proficient Commission member. Ms. Greenleaf stated
181 that the Stewardship Committee had voted not to merge with the Open Space Preservation
182 Commission. She stated that the sole charge of Stewardship is to manage Breakneck Conservation
183 Area and that she believes its five members work efficiently to do so. She highlighted successes
184 achieved by Stewardship. She stated that she would like to reduce the number of committee
185 members from seven to five. Mr. Dennington moved to appoint Kevin Farrington, Freddie Gillespie,
186 Joyce Greenleaf, Kathryn McKee and Brett Peters to the Stewardship Committee, each for a one-year
187 term expiring June 30, 2025. Ms. Cook seconded the motion. The motion was approved by roll call
188 vote: Mr. Hamilton, abstain; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Landry, abstain; Ms. Cook,
189 aye (3-0-2). Ms. Cook moved to appoint Leslie Naditch to the Open Space Preservation Commission,

190 term to expire June 30, 2029. Mr. Stivers seconded the motion. Mr. Dennington stated he is
191 supportive of the workshops and education done by the Commission but has concern surrounding its
192 review of subdivision plans and native species on private property. Ms. Naditch stated she would
193 follow the guidelines of the Commission. The motion was unanimously approved by roll call vote:
194 Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Landry, aye; Ms. Cook, aye (5-0-0). Ms.
195 Cook moved to Scheduled Appointments "d" at this time.

196 iii. Southborough Housing Opportunity Partnership Committee (SHOPC)

197 Ms. Doriann Jasinski appeared before the Board on the matter. Ms. Cook stated that SHOPC was
198 held as part of a discussion about combining SHOPC and the Affordable Housing Trust Fund
199 Committee (AHTFC) to advance the Board's goal to create more affordable housing in Southborough.
200 Ms. Cook stated that a working group intends to have a new structure for consideration at Fall Town
201 Meeting. Ms. Braccio advocated for the reappointment of Ms. Jasinski and Mr. Jesse Stein to SHOPC
202 while the new structure is being developed. Mr. Grant Farrington, 56 Flagg Road, stated that even if
203 the article to restructure the two committees is brought forward for Fall Town Meeting, passage is
204 not guaranteed. Ms. Cook moved to reappoint Doriann Jasinski to SHOPC for a term to expire June
205 30, 2027. Mr. Hamilton seconded the motion. The motion was defeated by roll call vote: Mr.
206 Hamilton, no; Mr. Stivers, no; Mr. Dennington, no; Ms. Cook, aye; Ms. Landry, aye (2-3-0). Ms. Cook
207 moved to reappoint Jesse Stein as the Planning Board representative to SHOPC, term to expire June
208 30, 2027. Mr. Dennington seconded the motion. The motion was approved by roll call vote: Mr.
209 Hamilton, aye; Mr. Stivers, no; Mr. Dennington, aye; Ms. Cook, aye; Ms. Landry, aye (4-1-0).

210 iv. Community Preservation Committee

211 Mr. Ben Smith, chair of the Community Preservation Committee (CPC), Ms. Lisa Braccio, Planning
212 Board representative to the CPC and Ms. Kristin LaVault, Recreation Commission representative to
213 the CPC, appeared before the Board on the matter. Ms. Cook stated that under discussion is the
214 reappointment of Mr. Smith, Ms. Braccio and Ms. LaVault. Mr. Dennington reiterated the Board's
215 commitment to building affordable housing in Southborough. Mr. Smith stated that the CPC met
216 recently and agreed that advancing an article for Fall Town Meeting to move funds from the CPC
217 Community Housing category was not reasonable at this time, as a new committee structure has not
218 yet been formed and there is no specific project. Mr. Smith stated that Ms. LaVault's performance as
219 a committee member has been exemplary and he noted that she is passionate in her positions.
220 Additionally, he stated losing Ms. LaVault would jeopardize the CPC's ability to form a quorum. He
221 stated he values her as a committee member and does not want to lose her. Ms. Cook stated that
222 she feels Ms. LaVault is not supportive of the Board and is, at times, oppositional. The Board shared
223 their views on the matter. Mr. Stivers stated that he is concerned about how to make CPC
224 Community Housing funds available for use in a timely manner. Mr. Smith stated that he believes
225 there is a way to make Community Housing funds available and structure an application to expedite a
226 specific opportunity that may become available. He stated it is important not to circumvent the
227 public process and he believes there is a compromise solution. Mr. Hamilton expressed concern
228 about CPC projects that have not been closed out and stated this is not effective financial
229 management of CPC funds. Mr. Smith stated that he would be working with Ms. Gillespie over the
230 summer to have project closeouts and the return of funds for the CPC to vote on in September. Mr.
231 Hamilton stated that the AHTF was created to expedite the process of promoting affordable housing.
232 Ms. LaVault expressed her thoughts about the concerns of the Board. She stated that last fall, she
233 observed some behaviors by the Board that were concerning relative to the 21 Highland Street
234 matter. Ms. Braccio commented that Ms. LaVault is entitled to free speech in a public forum and she
235 suggested the Board create a policy for volunteers. Ms. Cook moved to reappoint Ben Smith and Lisa
236 Braccio to the CPC, term to expire June 30, 2027. Mr. Stivers seconded the motion. The motion was
237 unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms.

238 Landry, aye; Ms. Cook, aye (5-0-0). Ms. Cook moved to reappoint Kristin LaVault to the CPC, term to
239 expire on June 30, 2027. Mr. Hamilton seconded the motion. The motion failed by roll call vote: Mr.
240 Hamilton, no; Mr. Stivers, no; Mr. Dennington, no; Ms. Cook, no; Ms. Landry, no; (0-5-0).

241
242 The Board recessed at 10:01 PM and resumed meeting at 10:06 PM.

243
244 **V. Reports**

245 a. Chair's Report

246 i. Neary Building Committee update

247 Ms. Cook reported that the Neary School Building Committee (NSBC) is meeting regularly to consider
248 three options. She invited the public to view all information on NSBC's website and also invited the
249 public to attend the informational forum scheduled for Tuesday, June 25th.

250 Ms. Cook invited the public to the Historical Commission's celebration of the installation of signs
251 marking the Southborough Center Historic District on Thursday, June 27th at 7 PM at the Community
252 Center.

253 b. Members' Reports

254 i. Chestnut Hill Trustees Meeting

255 Mr. Hamilton reported that he met with the Trustees of Chestnut Hill Farm and discussed the return
256 of farming to the site. The Trustees stated that a potential barrier to becoming an agricultural site is
257 that they've experienced difficulty obtaining liquor licenses for events at the Farm. Mr. Hamilton
258 discussed the matter with Town Counsel and learned that the Town could issue one-day licenses. He
259 also stated that the Conservation Restriction (CR) indicates that 51% of the goods sold at the Farm
260 must be produced at the Farm and that Town Counsel informed him there was flexibility on
261 enforcement. Mr. Hamilton will follow up with the Conservation Commission on the matter.

262 c. Town Administrator's Report

263 i. Animal Control contract renewal

264 Mr. Purple reported that, with regard to one-day liquor licenses, payment is required at the time of
265 application. Mr. Purple reported that the Town has renewed its animal control contract for FY26
266 with Boardman's Animal Control.

267 Mr. Purple reported that DPW Superintendent Cundiff and Rep. Kate Donaghue have been in
268 communication with CSX regarding repair of the crossing. He reported that reconstruction would
269 take place on the Central Street crossing over a three-day period this August and Mr. Purple thanked
270 Superintendent Cundiff and Rep. Donaghue for their assistance with this matter.

271
272 **VI. Consent Agenda**

273 a. Approve Open Session Meeting Minutes: June 4, 2024

274 Mr. Stivers requested to hold Consent Agenda item "a." Mr. Stivers had scrivener's changes to the
275 minutes. Ms. Cook moved to approve the June 4, 2024 minutes, as amended. Mr. Stivers seconded
276 the motion. The motion was unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers,
277 aye; Mr. Dennington, aye; Ms. Cook, aye; Ms. Landry, aye (5-0-0).

278 b. Accept \$1,000 donation from L'Abri Fellowship

279 Mr. Stivers requested to hold Consent Agenda item "b." Mr. Stivers acknowledged L'Abri Fellowship
280 for their generous donation. Ms. Cook moved to accept the \$1,000 donation from L'Abri Fellowship.
281 Mr. Stivers seconded the motion. The motion was unanimously approved by roll call vote: Mr.
282 Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Cook, aye; Ms. Landry, aye (5-0-0).

283 c. Accept donation of \$52,036 from NECC

284 Ms. Cook requested to hold Consent Agenda Item "c." She stated she would provide a full PILOT
285 report at the Board's July meeting. She also stated this is the second of two payments made each

286 year by NECC as part of a previous real estate transaction. Ms. Cook moved to accept the donation
287 from NECC. Mr. Stivers seconded the motion. The motion was unanimously approved by roll call
288 vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Cook, aye; Ms. Landry, aye (5-0-
289 0).

290 d. Accept donation of \$320 to the Ambulance Fund

291 e. Approve Town Clerk request for historical document scanning and restoration with ARPA funds

292 f. Approve Special Municipal Employees (SMEs)

293 g. Appoint Michael Sheff to Council on Aging, term to expire 6/30/2026

294 h. Amend committee charge for Tricentennial Committee

295 Ms. Cook stated this matter would not be voted on this evening.

296 i. Amend votes for FY25 Board and Committee reappointments (term expirations)

297 Ms. Cook moved to approve Consent Agenda items "d", "e", "f", "g" and "i." Mr. Stivers seconded
298 the motion. The motion was unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers,
299 aye; Mr. Dennington, aye; Ms. Cook, aye; Ms. Landry, aye (5-0-0).

300
301 **VII. Other Matters (Board may vote)**

302 a. Approve FY25 Transfer Station fees and regulations

303 Ms. Cook stated that the Board would discuss the Transfer Station fees and address the Transfer
304 Station regulations at a later date. DPW Superintendent Cundiff appeared before the Board on the
305 matter. The Board discussed the options presented by Superintendent Cundiff. Ms. Cook moved to
306 approve the Transfer Station sticker fees through the end of FY25, presented by Superintendent
307 Cundiff as follows: Non seniors: \$285, 2nd sticker: \$25; Seniors: \$40, 2nd sticker: \$10. Mr. Stivers
308 seconded the motion. The motion was unanimously approved by roll call vote: Mr. Hamilton, aye;
309 Mr. Stivers, aye; Mr. Dennington, aye; Ms. Cook, aye; Ms. Landry, aye (5-0-0).

310 b. Approve FY25 Water fees (exclusive of current water rates)

311 Superintendent Cundiff presented the proposed water fees, as described in his memo dated June 13,
312 2024 to the Board. He stated that water fees in surrounding communities were surveyed and he
313 commented that this proposal is lower than some other communities. Mr. Stivers moved to approve
314 the fees for FY25, as stated in tonight's packet. Mr. Dennington seconded the motion. The motion
315 was unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye;
316 Ms. Cook, aye; Ms. Landry, aye (5-0-0).

317 c. Approve revisions to Water Department rules and regulations

318 Superintendent Cundiff stated that the rules and regulations need revision, as he believes they have
319 not been addressed since 1987. However, he stated that he would like to address the issue of work
320 on private property immediately. He stated that industry standards are that towns are responsible
321 for the water lines up to the curb stop and that property owners are responsible from the curb stop
322 valve to the meter, adding that the Town does not construct the lines past the curb stop. The Board
323 discussed the suggested change. The Board agreed they are supportive of the change but agreed
324 that the public must be informed prior to any change.

325 d. Authorization for DPW to plant trees on 84 Main Street property

326 Ms. Cook stated that this matter would be addressed at a future meeting.

327 e. Review of MTC Town Meeting survey; set Special Town Meeting date; draft warrant placeholders

328 Ms. Cook shared the Municipal Technology Committee (MTC) Town Meeting survey results regarding
329 meeting time and asked the Planning Board to weigh in, as the MBTA bylaw will be a warrant article
330 at the Fall Town Meeting. The Planning Board discussed logistics relative to the MBTA bylaw and Ms.
331 Luttrell stated that the September 30/October 1 dates would work best. The Board agreed with the
332 September 30/October 1 dates. Mr. Dennington moved that the Fall 2024 Town Meeting be held on
333 Monday, September 30th at 6 PM and continue to Tuesday, October 1st, if needed. Mr. Stivers

334 seconded the motion. The motion was unanimously approved by roll call vote: Ms. Landry, aye; Mr.
335 Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye; Ms. Cook, aye (5-0-0). Ms. Cook stated that
336 Town Moderator Cimino approves of the date, as well. Ms. Cook reviewed the other survey results
337 and also shared the following potential draft warrants for Fall Town Meeting: MBTA Zoning Article;
338 implementation of the Public Safety Staffing Study; feedback from a potential Regional Emergency
339 Communications Center (RECC); funding for the Atwood lead cleanup; additional funding for the
340 Breakneck Hill cleanup; increase in the Community Preservation Act (CPA) surcharge from 1% to 3%;
341 restructuring the Affordable Housing Trust Fund Committee (AHTFC) and SHOPC; Salary
342 Administration Plan (SAP) Personnel bylaw amendments; changing the date of Annual Town Meeting;
343 moving funds from the CPC's Community Housing category to the restructured AHTFC/SHOPC;
344 creation of a Storm Water Enterprise Fund; reduce the PILOT and Scholarship Committees from
345 seven to five members; and dissolve the Solid Waste Disposal Committee and the Consumer Advisory
346 Commission.

347 f. Review of Select Board June 10, 2024 Goal-setting meeting
348 Ms. Cook reviewed the list of goals set at the June 10th Board meeting for each Board member, the
349 Board as a whole and Mr. Purple. She stated she would attach the list to the June 18th minutes.

350
351 **VIII. Public Comment**

352 There was no public comment.

353
354 **IX. Adjournment**

355 Mr. Dennington moved to adjourn at 10:39 PM. Mr. Stivers seconded the motion. The motion was
356 unanimously approved by roll call vote: Mr. Hamilton, aye; Mr. Stivers, aye; Mr. Dennington, aye;
357 Ms. Cook, aye; Ms. Landry (5-0-0).

<i>Upcoming Meetings</i>		
<i>July 16, 2024</i>		<i>August 6,</i>
<i>2024</i>		

359 Respectfully submitted,

360
361
362 Bridgid Rubin, Recording Secretary

363
364 List of Documents referred to at the June 18, 2024 SB Meeting:

- 365 • Public hearing notice for EJ Automotive License transfer, dated June 4, 2024
- 366 • Email communication from Melanie Otsuka, dated June 14, 2024, RE: Class II License
367 Application for EJ Automotive
- 368 • Class II Auto Dealer Application for EJ Automotive, with attachments
- 369 • Email communication from Colleen Stansfield, dated May 29, 2024, RE: Application for
370 Scenic Road Tree Removal - 20 Woodbury Road, with attachments
- 371 • Email communication from Chris Leroy, dated June 4, 2024, RE: Tree Warden Designee
372 Update
- 373 • Email communication from Chris Leroy, dated June 7, 2024, RE: 6/18 tree hearing update
- 374 • Email communication from Colleen Stansfield, dated June 4, 2024, RE: Applications for
375 Scenic Road Tree Removal – DPW 2024 Tree Hearing Tree Removal List, with attachments
- 376 • Email communication from Mark Purple and Vanessa Hale, dated June 12, 2024, RE:
377 Recommendations for Recreation Director Appointment, with attachments

- 378 • Email communication from Frederica Gillespie, dated June 13, 2024, RE: OSPC New
- 379 Member Appointment
- 380 • Board and Committee Volunteer Form for Sara Warden
- 381 • Committee member list for Southborough Stewardship Committee, Open Space
- 382 Preservation Commission, SHOPC and Community Preservation Committee
- 383 • Open Session Meeting Minutes for June 4, 2024
- 384 • Letter from Michaela Fiore-Keyes, dated May 26, 2024, RE: Donation
- 385 • Letter from Michael Downey, dated May 29, 2024, RE: Donation
- 386 • Letter from Paul Fillebrown, dated May 2, 2024, RE: Donation
- 387 • Letter from Town Clerk James Hegerty, dated June 12, 2024, RE: ARPA Funds
- 388 • Memorandum from Mark Purple, dated June 13, 2024, RE: Annual consideration Special
- 389 Municipal Employees (SME) classification
- 390 • Email communication from Douglas Peck, dated June 11, 2024, RE: New COA Board
- 391 member
- 392 • Board and Committee Volunteer form for Michael Sheff
- 393 • Memorandum from Melanie Otsuka, dated June 14, 2024, RE: Revised Term Expiration
- 394 • Memorandum from William Cundiff, dated May 31, 2024, RE: Transfer Station Fees and
- 395 Regulations, with attachments
- 396 • Memorandum from William Cundiff, dated June 13, 2024, RE: Water Service Fees
- 397 • Memorandum from William Cundiff, dated June 13, 2024, RE: Water Regulation Revision-
- 398 Work on Private Property, with attachment
- 399 • Memorandum from Mark Purple, dated June 13, 2024, RE: Placeholders for Special Town
- 400 Meeting warrant
- 401 • Memorandum from William Cundiff, dated May 9, 2024, RE: Planting of trees at 84 Main
- 402 Street, with attachment
- 403 • Letter from James Hegarty, dated February 9, 2024, RE: Special Municipal Employee
- 404 Designations
- 405



TOWN OF SOUTHBOROUGH

SELECT BOARD Meeting Minutes

1

2 **Meeting Date:** Friday, June 28, 2024 9:00 AM

3 **Location:** Virtual through Zoom

4 **Present:** Kathy Cook, Andrew Dennington, Al Hamilton, Marguerite Landry, Sam Stivers,
5 Town Administrator Mark Purple, and Assistant Town Administrator Vanessa Hale.

6

7 *Those wishing to watch or participate remotely can do so by accessing the meeting link at:*

8 <https://www.southboroughtown.com/remotemeetings>

9 **I. Call Meeting to Order**

10 Ms. Cook called the meeting to order at 9:01 AM.

11

12 **II. Vote to assign to Town Counsel review of the following Open Meeting Law complaints:**

13 a. June 21, 2024 filed by Marnie Hoolihan

14 b. June 25, 2024 filed by Doriann Jasinski

15

16 Mr. Stivers moved to refer both Open Meeting Law complaints to Town Counsel for review
17 and follow-up. Mr. Hamilton seconded the motion. The motion passed unanimously by roll
18 call vote: Hamilton, aye; Dennington, aye; Stivers, aye; Landry, aye; Cook, aye.

19

20 **III. Adjournment**

21 Mr. Stivers moved to adjourn the meeting; Mr. Hamilton seconded the motion. The motion
22 passed unanimously by roll call vote: Dennington, aye; Stivers, aye; Hamilton, aye; Landry,
23 aye; Cook, aye.

24 The meeting was adjourned at 9:02 AM.

25

Upcoming Meetings

July 10, 2024

July 16, 2024

26

27 Respectfully submitted, Melanie Otsuka, Executive Assistant

28 List of Documents referred to at the June 18, 2024 SB Meeting:

29 • June 21, 2024 OML Complaint filed by Marnie Hoolihan

30 • June 25, 2024 OML Complained filed by Doriann Jasinski

INTEROFFICE MEMORANDUM



To: Mark Purple, Select Board
Cc: Stephen Aspesi, Carla McAuliffe, Brian Ballentine, Emily Boutin
From: William J. Cundiff, P.E., DPW Superintendent
Date: July 5, 2024
RE: Stephen Aspesi, Grade & Step Increase

William J. Cundiff

Stephen Aspesi has worked with the Town of Southborough since June 1, 2004 (over 20 years). Throughout his career with the Town, he has worked for the Public Works Department as a Truck Driver, An Equipment Operator, and a Water Specialist. Direct Monitoring over the past year of Mr. Aspesi's capabilities and work ethic have satisfied me that he can increase his duties and responsibilities by being promoted to a Water Specialist II position as detailed in the FY2025 AFSCME – DPW Collective Bargaining Agreement. Steve can fill in for the Division Supervisor in brief periods and it is prudent to have a backup with this capability.

Currently, Steve is a Water Specialist (Grade 4, Step 8) and with the new fiscal year, he is increasing to a Water Specialist (Grade 4, Step 9) at a rate of \$34.27/hr. Reclassification to a Water Specialist II would put him at a Grade 5, Step 6 at a rate of \$34.36/hr. This change would be retroactive to July 1, 2024.

I understand that the Select Board will vote on the reclassification. Thank you for your consideration.



Mead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950
Phone 978.463.7700

www.mtclawyers.com

July 11, 2024

Via Electronic Mail

Marnie Hoolahan
26 Clifford Road
Southborough, MA 01772
[REDACTED]

RE: Open Meeting Law Complaint

Public Body: Town of Southborough Select Board

Specific Person(s): Alfred Hamilton; Kathy Cook

Complainant: Marnie Hoolahan

Alleged Violation Date: June 18, 2024

Dates Received: June 21, 2024

Dear Ms. Hoolahan:

The Town of Southborough Select Board (the "Board") has received and reviewed the above-captioned Open Meeting Law ("OML") complaint, attached hereto as Exhibit A, in which you allege¹ that, while the Board was discussing Community Preservation Act Committee ("CPC") appointments during its June 18, 2024 meeting, Board Member Alfred Hamilton ("Hamilton") "discussed his own opinions about the function and financial management of the operations of the CPC and commented on the relationship between the CPC and the [Affordable Housing Trust Committee (the "AFHTC")." Specifically, you submit that Hamilton discussed the "fiduciary responsibilities of the CPC" and his "frustrations on acquiring properties in town." Lastly, you allege that the Board "was alerted...and warned that [its] decision to pursue [a certain] line of discussion was off the agenda, with no proper notice to the public and other committee members."

The OML requires that public bodies post notice 48 hours in advance of a meeting and include a "listing of topics that the chair reasonably anticipates will be discussed at the meeting." G.L. c. 30A, § 20(b). Public bodies are also required to list topics in a meeting notice with "sufficient specificity to reasonably advise the public of the issues to be discussed at the meeting." 940 CMR 29.03(1)(b). The Division of Open Government (the "DOG") generally considers a topic to be sufficiently specific when a reasonable member of the public could read the topic and understand the anticipated nature of the public body's discussion. *See* OML 2014-58; OML 2013-157; OML 2011-44.

First, questioning prospective CPC appointees about their prior job performance on the CPC (which necessarily includes fund allocation and financial

¹ You also allege that Hamilton and the Board "exceed[ed]" and "improperly used" their authority with respect to the appointment of CPC members and the allocation of CPC funds. This is wholly outside the scope of the OML, which was enacted "to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based," *Ghiglione v. School Committee of Southbridge*, 376 Mass. 70, 72 (1978), not to ensure that public bodies are acting within or properly using their authority.

Millis Office
730 Main Street, Suite 1F
Millis, MA 02054

New Bedford Office
227 Union Street, Suite 606
New Bedford, MA 02740

management) is clearly within the scope of the agenda topic, which reads: "Scheduled Appointments...Community Preservation Committee (CPC)". As for any discussion related to the AHTFC, this likewise falls within the scope of the agenda topic, as there is a direct grantor/grantee relationship between the CPC and the AHTFC, both of which have affordable housing as a core purpose.

Even if the discussion were outside the scope of the agenda item – which it was not – the OML does not require a public body to anticipate the course of deliberation or the outcome of a discussion, only that it identify the discussion topic with sufficient specificity to reasonably advise the public of the issues to be discussed at the meeting. *See* G.L. c. 30A, § 20(b); 940 CMR 29.03(1)(b); OML 2014-58; OML 2014-44; OML 2014-38. Specifically, a public body does not violate the OML where a discussion "naturally flow[s] from the [body's] consideration of [an] agenda item." OML 2014-58. It is clear from the meeting video you cite in your complaint that the discussion between Hamilton and the CPC members naturally flowed from CPC appointments – which was the topic listed on the agenda – to the allocation and use of CPC funds and matters related to the AHTFC.

We trust that this satisfies your concerns and appreciate your efforts to ensure compliance with the Commonwealth's Open Meeting Law.

Very truly yours,

/s/ Alexander M. Castro

Alexander M. Castro
Town Counsel

cc: Mark Purple
Southborough Select Board

Exhibit A



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

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely. Sign and date the second page. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, by email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address the allegations in the complaint. At the same time, the body must send the Attorney General a copy of the complaint and a copy of the response. The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20th Floor, Boston, MA 02108. Emails may be sent to: openmeeting@state.ma.us.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by email at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Marnie Last Name: Hoolahan

Address: 26 Clifford Road

City: Southborough State: MA Zip Code: 01772

Phone Number: [REDACTED] Ext. _____

Email: [REDACTED]

Organization or Media Affiliation (if any): _____ I submit as an individual town resident but I am also an elected Planning Board Member

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

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Southborough Select Board

Specific person(s), if any, you allege committed the violation: Al Hamilton, Elected Select Member and Kathy Cook, Chair Select Board

Date of alleged violation: 6/18/2024

Description of alleged violation:

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

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

The Southborough Select Board posted an Agenda for June 18, 2024 which included:
iii. Scheduled Appointments (Board may vote)
e. FY 25 Committee reappointments and / or reorganization:
iv. Community Preservation Committee (CPC).

During the discussion of re-appointments for two individuals for CPC, which exceeds their proper legal authority, Select Board Member Al Hamilton, who also serves as Chair of the Affordable Housing Trust Fund Committee, discussed his own opinions about the function and financial management of the operations of the CPC and commented on the relationship between the CPC and the Affordable Housing Trust Fund Committee (AHTFC). (Note: The AHTFC is a legally independent entity that does not report to the Select Board.) Mr. Hamilton is alleged to have improperly used his authority as a Select Board member to provide commentary and influence the outcome of appointments and the perspectives of members on these two boards.

He starts by stating that he has two issues:
1) Fiduciary responsibilities of the CPC and
2) Frustrations on acquiring properties in town

A known audience member and member of the quorum present of the AHTFC warned the SB Chair, Kathy Cook, of the point-of-order that Mr. Hamilton was off-topic, off-Agenda – and to caution her that he was venturing into dangerous territory. Ms. Kathy Cook acknowledged this comment and continued to allow Mr. Hamilton to speak off-agenda. A quorum of the Affordable Housing Trust Fund Committee was present (6 of 8 members were present), and the 6-18-24 Select Board Agenda did not properly include any notice to the public or other committee members of these items discussed. This is widely believed to be intentional. Mr. Hamilton is verbose, unconcerned with proper legal authority, and intentionally chose the re-appointment Agenda line item to break open meeting law and improperly influence the Chair of the Community Preservation Committee (CPC) to agree with him, adopt behaviors and actions to remedy his discontent with the operational execution of the powers and money of the CPC, thereby leveraging his power as Chair of the Affordable Housing Trust Fund Committee (AHTFC). Importantly, the Select Board was alerted to the point of order and warned that this decision to pursue this line of discussion was off the agenda, with no proper notice to the public and other committee members. Regardless, Mr. Hamilton discussed these matters violating Open Meeting Law, with Ms. Kathy Cook's acceptance.

The alleged improper interference is summarized as an alleged quid-pro-quo and misconduct on the part of the SB, which is in effect, "Give us the money, or we are not re-appointing you . . ."

See:

- SB Agenda 6-18-24:
<https://www.southboroughma.gov/AgendaCenter/ViewFile/Item/4761?fileID=11048>
- Video – Southborough Access Media – Government Channel
<http://71.126.253.179:8087/Cablecast/Public/Show.aspx?ChannelID=3&ShowID=2243>

The discussion starts at 3:10:03 and at 3:16:10, a speaker interjects to notify the SB Chair, Ms. Kathy Cook, that this discussion is not properly noticed to the public and other committee members on the SB Agenda of 6-18-24.

(At the 2:37:10 mark, there is a discussion of the SB interfering with the proper function of another elected Board, i.e., Planning Board.)

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

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

Open Meeting Violations are not new to this board; however, letters and warnings from the AG's office have not stopped it. Given the frequency of this practice, I request the following mandates with the ability to report back to the AG if all four have not been executed within 60 days

- 1) The SB needs to adhere to Open Meeting Laws.
- 2.) A public apology needs to be made to the CPC and members of the public that were present. The apology should reflect recognition of the public's notice to the Chair of the Select Board to stop the conversation because it was "not on the agenda" and needed to be done in a different session, was ignored and they had poor judgment when indicating to proceed with the conversation.
- 3.) The SB and the AHTFC needs to start posting AGENDAS when there is cross over in their discussions, which is what occurred on the 18th.
- 4.) The SB must be required to take in person Open Meeting Law Training sessions, which have been required in the past.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

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

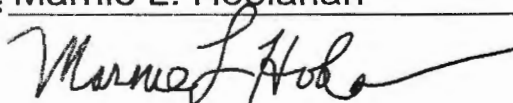
III. Submit Your Complaint to the Public Body.

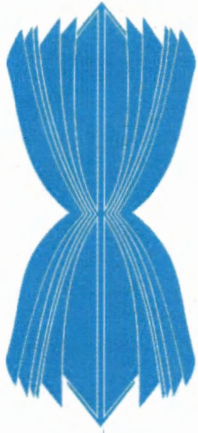
The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

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

Signed: Marnie L. Hoolahan

Date: June 19, 2024





SOUTHBOROUGH LIBRARY

DATE: June 17, 2024
TO: Select Board, Town of Southborough
FROM: Ryan Donovan, Library Director
SUBJ: Donation to the Library

To: The Select Board, Town of Southborough:

The Southborough Library has received a donation of \$47.00 from C/W MARS.

At this time, the Library Board of Trustees and I wish to accept this donation to be placed in the "Library Donation" account, #2629-6-610-570-57820. We ask that you agree. Please contact library director Ryan Donovan with any questions or concerns. Thank you.

Ryan Donovan, Library Director

TOWN OF SOUTHBOROUGH



RECREATION DEPARTMENT

SOUTHBOROUGH RECREATION · 21 HIGHLAND ST. · SOUTHBOROUGH, MASSACHUSETTS 01772
(508) 229-4452 · FAX (508) 229-7969
[HTTPS://SOUTHBOROUGH.RECDESK.COM](https://southborough.recdesk.com)

07.02.2024

Attn: Southborough Select Board

CC: Recreation Commission

Mark Purple, Town Administrator

RE: Donation Acceptance for Pat Richardson

The Recreation Department has received generous donations in memory of Pat Richardson. We would also like to acknowledge Susan Allen for making the donation in Pat's memory. I am writing to request the acceptance of the amounts listed below to be deposited into the Recreation Donation account:

Name	Amount
Eloise Nickerson	\$100
TOTAL	\$100

If you have any questions, please do not hesitate to reach out to my office at 508-229-4452 or tfarley@southboroughma.org

Sincerely,

Travis Farley

Recreation Director

Town of Southborough

TOWN OF SOUTHBOROUGH



RECREATION DEPARTMENT

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[HTTPS://SOUTHBOROUGH.RECDESK.COM](https://southborough.recdesk.com)

07.02.2024

Attn: Southborough Select Board

CC: Recreation Commission

Mark Purple, Town Administrator

RE: Summer Nights 2024 Donation Acceptance

The Recreation Department has received generous donations in support of the 2024 Southborough Summer Nights town event to take place on Saturday, August 24th, 2024. I am writing to request the acceptance of the amounts listed below to be deposited into the Recreation Donation account:

Organization	Amount
St. Mark's School	\$1,500
Fay School	\$250
St. Mary's Credit Union	\$250
Middlesex Savings Bank	\$1,500
TOTAL	\$3,500

If you have any questions, please do not hesitate to reach out to my office at 508-229-4452 or tfarley@southboroughma.org

Sincerely,

Travis Farley

Recreation Director

Town of Southborough

-----Original Message-----

From: Frederica Gillespie <fgillespie@southboroughma.com>

Sent: Monday, July 8, 2024 9:21 AM

To: Kathy Cook <kcook@fusiongroupinc.com>

Cc: Mark Purple <mpurple@southboroughma.com>; Sara Warden <swarden@southboroughma.com>

Subject: OsPC Rep to CPC

Good Morning,

At Friday's Open Space Preservation Commission Meeting we voted unanimously to have Sara Warden be our Representative to the CPC to fill the open seat with term ending June 30 2025.

Please let me know when the appointment will be on the Select Board's agenda and if Sara will need to be interviewed again.

Thank you, Freddie Gillespie

Melanie Otsuka

From: Amy Berry
Sent: Monday, July 8, 2024 9:33 AM
To: Melanie Otsuka; Mark Purple
Cc: Jim Hegarty
Subject: June 4 - appointments - not sworn-in w/30 days

Good morning, the following individuals were not sworn-in, within the required 30 days.

Southborough Scholarship Advisory Committee

- Stephanie Butler
- Christine Pearson
- Marie Romero Vagnini

21 Highland Future Use Committee

- Johanna Sheyner
- Albena Phillippo

Recreation Commission

- Johanna Sheyner

Golf Course Committee

- Tony Schoener

PILOT Committee

- Tony Schoener

Thank you, *Amy*

Amy M. Berry
Town of Southborough
Deputy Town Clerk
17 Common St.
Southborough, MA 01772
Phone: 508.485.0710 ext. 5513
Fax: 508.388.1485

DRAFT

AHTFC/SHOPC Consolidation Working Group Charge

The Select Board would like to assemble an ad-hoc Working Group of two members of the Affordable Housing Trust Fund Committee (“AHTFC”), two members of the Southborough Housing Opportunity Partnership Committee (“SHOPC”), and one at-large member to create a draft article for the special town meeting to be held on September 30, 2024 consolidating AHTFC and SHOPC into one committee that merges the responsibilities of these two committees.

The charge of this Working Group shall expire by October 31, 2024.

TOWN OF SOUTHBOROUGH



OFFICE OF THE SELECT BOARD

TOWN HOUSE · 17 COMMON STREET · SOUTHBOROUGH, MASSACHUSETTS 01772-1662
(508) 485-0710 · FAX (508) 480-0161 · selectmenoffice@southboroughma.com

DRAFT

Southborough Stewardship Committee

Charge:

The charge of the ad-hoc Southborough Stewardship Committee is to support the Conservation Commission by providing conservation-based stewardship of the Breakneck Hill Conservation Land, balancing multiple conservation and passive recreational uses.

Composition:

The Stewardship Committee shall consist of five (5) Southborough residents, appointed by the Select Board for one-year terms.

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DRAFT

Southborough Scholarship Advisory Committee

Charge:

The charge of the ad-hoc Scholarship Advisory Committee is to administer Town-managed scholarship funds available for Southborough residents planning to enroll in, or currently enrolled in, post-secondary undergraduate study or a post-graduate program. These scholarship funds include the Town's Scholarship Fund (created pursuant to Ch. 194, Acts of 1986) and other State or local scholarship funds that are designated for administration by the Town. This administration function includes, but is not limited to, seeking, and arranging for, contributions to the Scholarship Fund, managing the scholarship grant process (including determining the scholarship application process, publicizing the availability of the scholarship grants, evaluating scholarship grant applications and determining the scholarship grant recipients and grant amounts).

Composition:

The Scholarship Advisory Committee shall consist of five (5) Southborough residents, appointed by the Select Board, for staggered, three-year terms.

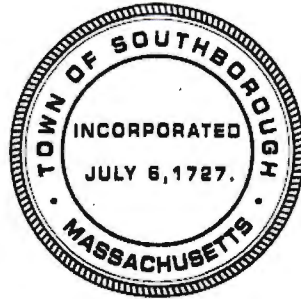
DRAFT

SPECIAL TOWN MEETING WARRANT

of the

TOWN OF SOUTHBOROUGH

MASSACHUSETTS



**For the Special Town Meeting
on**

Monday, September 30, 2024
7:00PM

**P. Brent Trottier Middle School
49 Parkerville Road**

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DRAFT

Town Finance Terminology

The following terms are frequently used in the Advisory Committee Report and at Town Meeting. For your convenience, we provide the following definitions:

Surplus Revenue: (Often referred to as “Excess and Deficiency”)

The fund represents the amount by which the Cash, Accounts Receivable and other floating assets exceed the liabilities and reserves.

Available Funds: (Often referred to as “Free Cash”)

The amount of the Unreserved Fund Balance (Surplus Revenue) account over and above uncollected taxes of prior years constitutes “free cash” or “available funds”.

Overlay:

The Overlay is the amount raised by the Assessors in excess of appropriations and other charges for the purpose of creating a fund to cover abatements and exemptions as granted.

Overlay Reserve:

This is the accumulated amount of the Overlay for various years not used or required to be held in the specific Overlay account for a given year, and may be used by vote of the town for extraordinary or unforeseen purposes or voted into the Reserve Fund.

Stabilization Fund:

An outside section of Chapter 138 of the Acts of 1991 (the FY92 State budget) modifies limitations on the Stabilization Fund appropriation process by enabling communities to appropriate from this fund for any non-capital, lawful purpose without Emergency Finance Board approval (section 333). Beginning in FY92, the Stabilization Fund will thus become a source of revenue for general operating expenses for communities.

The Stabilization Fund is a mechanism for setting aside money for capital projects. It equalizes the effect of capital expenditures over time, as capital appropriations can change considerably from year to year. The balance in the fund will build up during years when expenditures for capital items are low. During years with high capital expenditures, the community will transfer money from the fund to reduce the project's impact on the tax rate or the amount of borrowing required for the project.

A community may appropriate up to 10% of its tax levy each year, as long as the balance in the Stabilization Fund does not exceed 10% of the community's equalized valuation. Interest earned on any fund balance is retained as part of the fund.

Appropriations into a Stabilization Fund can be made at either an annual or special town or district meeting. Chapter 94 of the Acts of 1985 permits appropriations to be made from a Stabilization fund at a special town or district meeting, not just at the annual meeting. Regardless of the timing, appropriations from the Stabilization Fund require a two-thirds vote by the appropriating authority. Until the FY92 state budget, a community could only appropriate from the Stabilization Fund for a none-capital purpose with the approval of the Emergency Finance Board.

Reserve Fund:

This fund is established by the voters at the Annual Town Meeting only and may be composed of (a) an appropriation (not exceeding 5% of the tax levy of the preceding year), (b) money transferred from Overlay Reserve, or (c) both. Transfers from the Reserve fund may be made only by the Advisory Committee and are for “extraordinary or unforeseen expenditures” only.

Conservation Fund:

For land purchases and any other conservation use.

Introduction to the Rules of Town Meeting

Southborough's Town Meeting is an open town meeting in which all registered voters may participate. Town Meeting is a deliberative assembly, conducted via a defined process, charged with considering a maximum number of questions of varying complexity in a minimum amount of time and with full regard to the rights of the majority, strong minority, individuals, absentees and all of these together. In other words, we gather for the purpose of conducting the Town's business thoughtfully and efficiently.

AUTHORITY

The three elements of authority at Town Meeting are a quorum of one hundred (100) registered voters or more, the Clerk and the Moderator. Of these three, the quorum is the most important.

The Town Clerk is responsible for voter registration, certification of a quorum, setting up the hall and keeping the record of the proceedings. He may also officiate Town Meeting in the absence of a Moderator.

The Moderator presides at and regulates the proceedings, decides all questions of order, and makes declarations of all votes. No one may speak on an issue without being recognized by the Moderator. It is the Moderator's responsibility to approve the distribution of materials, and persons wishing to do so must seek his permission. The Moderator appoints Tellers and alternates for the purpose of counting votes of the meeting.

THE WARRANT

All matters to be considered at Town Meeting must be published in the Town Meeting Warrant, which is the responsibility of the Board of Selectmen. The primary and most important purpose of the Warrant is to notify voters in advance the nature of the business to be taken up at Town Meeting. By state law, Town by-law or custom, several business articles (such as budget appropriations) must be presented in the Town Warrant each year for consideration. Other items are added by warrant articles proposed by Town officials, committees, boards, or groups of ten or more registered voters. The Advisory Committee reviews the Warrant, making recommendations on all the items of business to be presented. In accordance with the Town by-laws, all articles in the Warrant are considered in the order in which they appear in the Warrant, unless the Town Meeting votes to change the order for reasons that reasonable people would entertain.

PARTICIPATION

Any voter wishing to participate in Town Meeting must go to one of the floor microphones and wait to be recognized by the Moderator. Upon recognition by the Moderator, first state your name and address, and then state your business.

Anyone whose name is not on the list of registered voters requires the approval of either the Moderator or a majority of the Meeting to sit in the voting area.

All remarks shall be limited to the subject then under discussion. It is improper to indulge in references to personalities, and all expressions of approval or disapproval, such as applause or booing, are out of order. The Moderator may request any person to keep silent. If after warning from the Moderator, a person refuses to be silent or persists in other disorderly behavior, the Moderator may order a person to withdraw and if he fails to withdraw, may order a police officer to remove such person from Town Meeting.

Individuals who have a personal or financial interest with respect to a matter may speak or vote thereon but should frankly disclose their interest. However, no Town Meeting voter should accept compensation for participating without disclosing that fact.

There is no fixed time limit to the debate of any question. However, out of consideration for the others in attendance and the need to give adequate time to all matters coming before Town Meeting, each individual who speaks should make an effort to be as brief as possible and avoid repeating facts, views or opinions already expressed by others.

Introduction to the Rules of Town Meeting (continued)

Anyone wishing to make a presentation with respect to any article must, prior to Town Meeting, obtain the Moderator's approval.

In order to give all a fair opportunity to speak, no one who has addressed any particular motion shall speak again, except to answer questions, until all others wishing to speak to the motion have done so.

HOW ARE MOTIONS CLASSIFIED?

Main Motions

Motions of this group are for the bringing of questions, or propositions, before Town Meeting for consideration. Only one main motion can be considered at a given time, and once introduced such a motion excludes all other main motions until it has been disposed.

Subsidiary Motions

Motions of this group have are for the modification or disposition of the main motion that is being considered. Their existence as motions depends entirely upon the principal motion to which they are subordinate. Since they relate to the question then under consideration, it is in order to propose them when a main motion is pending and to vote upon them before voting upon the main motion.

Privileged Motions

Motions of this group have no connection whatsoever with any main motion, but are motions of such importance that they are entitled to immediate consideration. These motions have the privilege of temporarily setting aside the main business then before Town Meeting.

Incidental Motions

Motions of this group have few characteristics in common, but for convenience have been grouped into one class. The name "incidental" applies because they arise only incidentally out of the business of Town Meeting.

RULES RELATIVE TO MOTIONS

A motion is the means of bringing a proposal or question for consideration by Town Meeting. When first put forward it is a motion; after it is seconded and acknowledged by the Moderator, it becomes the question or proposal. Except for complimentary resolutions (the presentation of which must be approved in advance by the Moderator), no main motion shall be entertained unless its substance is contained within the scope of a Warrant article. Upon completion of debate, articles will be voted upon.

The Moderator shall determine whether a motion, or any discussion relative to a motion, is within the scope of the Warrant article under consideration. That is, the motion and the debate must be relevant to the article as written in the Warrant, since the purpose of the Warrant is to apprise voters of the actions to be taken at Town Meeting.

Articles only give notice to the voters and do not initiate action; motions do. Motions may be withdrawn; articles may not be withdrawn – articles must be acted upon by Town Meeting.

There are four types of amendments: striking out, inserting, striking out and inserting, and substitution. Motions to amend may be hostile as long as they are germane. An amendment to a motion is an amendment of the first rank; an amendment to an amendment is of the second rank; there can be no amendment beyond that of the second rank.

Some motions do not lead to a final determination by Town Meeting. A motion to commit or to refer sends the matter to an existing board or committee or one to be established. The motion to postpone indefinitely disposes of the question without bringing it to a direct vote. The motion to postpone indefinitely should not be confused with the motion to table which only temporarily delays a vote. As previously stated, articles may not be withdrawn; so when the Meeting does not wish to act on a particular article, the proper motion is to postpone consideration indefinitely.

Introduction to the Rules of Town Meeting (continued)

Motions to reconsider shall be entertained when new information is available that is materially different than was presented (or could have been presented) at the time of the original vote on the article. Articles may be reconsidered only once. If a motion to reconsider is passed by the necessary 2/3 vote, it brings the original article back to the floor (which requires a new motion and additional debate); if the motion to reconsider is defeated, then the original article stands as previously voted and may not be reconsidered again. Actions to reconsider can be taken at the same session or any subsequent session of Town Meeting. A notice of reconsideration may be filed in advance with the Town Clerk stating that, at a specific point during the current Town Meeting, a voter will move for reconsideration on a particular article, and the Moderator will inform the hall of said action. Note that such a motion so noticed in advance must still be in order (i.e., must comply with all conditions required of any reconsideration motion).

All motions other than purely procedural motions must be in writing and signed by the sponsor.

CHART OF PRECEDENCE OF MOTIONS AND SUMMARY OF GOVERNING RULES

	May interrupt a speaker	Req. a sec.	Debatable	Vote Required	Motions that may apply
<u>PRIVILEGED MOTIONS</u>					
1. To dissolve	no	yes	no	majority	none
2. To adjourn	no	yes	limited	majority	amend
3. Point of no quorum	no	no	no	none	none
4. Recess	no	yes	limited	majority	amend
5. Question of privilege	yes	no	no	chair rules	none
<u>SUBSIDIARY MOTIONS</u>					
6. To lay on the table	no	yes	no	2/3	none
7. Previous question	no	yes	no	2/3	none
8. Limit or extend debate	no	yes	no	2/3	amend, reconsider
9. To postpone to time certain	no	yes	limited	majority	amend, reconsider
10. To commit or refer	no	yes	limited	majority	amend, reconsider
11. To amend	no	yes	yes	majority	amend, reconsider
12. To postpone indefinitely	no	yes	yes	majority	reconsider
<u>MAIN MOTIONS</u>					
Main Motions	no	yes	yes	majority*	all
To reconsider or rescind	no	yes	yes	2/3	table previous question postpone definitely
To take from the table	no	yes	no	majority	none
To advance an article	no	yes	yes	majority	amend, reconsider
<u>INCIDENTAL MOTIONS</u>					
Point of order	yes	no	no	chair rules	none
Division of a question	no	yes	no	majority	none
Separate consideration	no	yes	no	majority	none
To withdraw a motion	no	no	no	majority	reconsider
To suspend rules	no	yes	no	2/3	none
Orders of the day	yes	no	no	none	none

*The vote required to pass an affirmative main motion is a matter of substantive law, but is usually a majority.

Introduction to the Rules of Town Meeting (continued)

FORM USED IN MAKING MOTIONS

- | | |
|---------------------------------------|--|
| 1. Main Motion | Mr. Moderator, I move that...(statement of the proposal) |
| 2. Adjourn | Mr. Moderator, I move to adjourn to...(state time) |
| 3. Amend | Mr. Moderator, I move to amend by adding... |
| | Mr. Moderator, I move to amend by inserting...before... |
| | Mr. Moderator, I move to amend by striking out... |
| | Mr. Moderator, I move to amend by striking out...and inserting... |
| | Mr. Moderator, I move to substitute...for... |
| 4. Amend an Amendment | Mr. Moderator, I move to amend the pending amendment by (see above) |
| 5. Amend Something Previously Adopted | Mr. Moderator, I move to amend the resolution under Article...by... |
| 6. Commit or Refer | Mr. Moderator, I move that the proposal be referred to a committee of... |
| 8. Division of a Question | Mr. Moderator, I move to divide the question. |
| 9. Lay on the Table | Mr. Moderator, I move that the proposal be laid on the table. |
| 10. Point of Order | Mr. Moderator, I rise to a point of order. |
| 11. Postpone to a time certain | Mr. Moderator, I move to postpone the question to... |
| 12. Postpone Indefinitely | Mr. Moderator, I move that the question be postponed indefinitely. |
| 13. Previous Question | Mr. Moderator, I move the previous question. |
| 14. Question of Privilege | Mr. Moderator, I rise to a question of privilege. |
| 15. Recess | Mr. Moderator, I move to recess for... |
| 16. Reconsider | Mr. Moderator, I move to reconsider the vote under Article... |
| | Mr. Moderator, I move to reconsider the vote on the amendment to... |
| 17. Separate Consideration | Mr. Moderator, I move for separate consideration. |
| 18. Suspend the Rules | Mr. Moderator, I move to suspend the rules which interfere with... |
| 19. Take from the Table | Mr. Moderator, I move to take from the table the motion relating to... |

INTERRUPTING A SPEAKER

No one may interrupt a speaker except for a point of order or a question of privilege.

POINT OF ORDER

A point of order is a question of the Moderator about whether the speaker is entitled to be speaking, or whether the current subject under discussion (or what the speaker is saying) is irrelevant, illegal or contrary to proper procedure. No other "point of order" is proper.

PREVIOUS QUESTION

To call or move the question is a request to stop discussion and to take an immediate vote. This requires a 2/3 vote.

VOTING

Voting is by hand vote and the Moderator declares the result of such votes. If seven or more voters immediately question the declared result, the Moderator shall determine the result by a standing count of votes by the Tellers. After the vote counted by the Tellers is presented to the Moderator and announced to the floor, any further motions for recount are out of order.

ADJOURNMENT AND DISSOLUTION

Sessions of Town Meeting normally adjourn at eleven o'clock in the evening but may adjourn at such earlier or later time as vote of the majority may determine. Town Meeting shall not dissolve until all articles in the warrant have been properly considered.

**TOWN WARRANT
COMMONWEALTH OF MASSACHUSETTS**

SPECIAL TOWN MEETING

Worcester, ss.

September XX, 2024

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the Inhabitants of the Town of Southborough qualified to vote in town affairs, to meet in the P. Brent Trottier Middle School, 49 Parkerville Road, in said Southborough, on

Monday, September 30, 2024

at 7:00 p.m., then and there to take action on the following Articles:

ARTICLE 1: To see if the Town will vote to transfer \$17,068 from Assessor's Overlay Surplus for funding miscellaneous adjustments to the Fiscal Year 2025 budget as follows:

Department	Line Item	Amount
Treasurer-Collector Personnel Services	145-51100	\$1,004
Select Board Personnel Services	122-51100	\$1,004
Assessor's Personnel Services	141-51100	\$2,987
Fire Personnel Services	210-51100	\$1,847
Youth Commission Personnel Services	542-51100	\$2,276
Recreation Personnel Services	630-51100	\$ 250
Youth Commission Other Charges & Expenses	542-57100	\$ 750
Treasurer-Collector Other Charges & Expenses	145-57800	\$ 750
Assessors Other Charges & Expenses	141-53880	\$6,200

; or do or act anything in relation thereto.

Proposed by: SELECT BOARD

Select Board Recommendation:

Advisory Committee Recommendation:

Summary: *This article funds certain employees' hourly rates which were not finalized until after Annual Town Meeting was concluded. Additionally, there are three non-salary requests:*

Treasurer - To obtain a bond they are no longer offered on a multi-year basis and the costs have increased.

*Assessor - The Assessor's database was due to be migrated to the cloud in FY26 however access to the server has created multiple problems that are adversely affecting the Department's operations.
Youth/Family – the Department has an intern and this position will incur some mileage reimbursement that was not known at the Annual Town Meeting.*

ARTICLE 2: To see if the Town will vote to amend the Personnel Salary Administration Plan, as specified in Chapter 31 of the Code of the Town of Southborough, entitled: PERSONNEL, as follows:

- Amendment to Schedule A
- Amendment to Schedule C
- TBD

; or do or act anything in relation thereto.

Proposed by: PERSONNEL BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 3: To see if the Town will vote to appropriate \$2,127,960, or any other amount, to be expended with the approval of the Select Board, to pay additional costs of remediating pollution at the Breakneck Hill dumpsite, as required by an administrative consent order between the Town and the Department of Environmental Protection, including the payment of all costs incidental and related thereto; to determine whether this amount shall be raised by taxation, transfer from available funds, borrowing or otherwise provided, or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary: *Due to recently discovered site conditions, and to remain in compliance with the Administrative Consent Order from DEP, the total cost of the project has increased from what was originally voted to be borrowed under Article 9 of the March 2023 town meeting.*

ARTICLE 4: To see if the Town will vote to raise and appropriate by borrowing a sum of money to clean up the former Atwood water tank property

; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 5: To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to implement the results of the Public Safety Staffing study

; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 6: To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to increase the hours and any related benefits for the Economic Development Coordinator position

; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 7: To see if the Town will vote to amend Town Code to reduce the membership of the PILOT Committee from 7 to 5 members

; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 8: To see if the Town will vote to delete Chapter 9, Article I of the Town Code, Solid Waste Disposal Committee

; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 9: To see if the Town will vote to delete Chapter 6, Article II of the Town Code, Consumer Advisory Commission

; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 10: To see if the Town will vote to add a new §174-10.3 to the Town of Southborough's Zoning Bylaws, amend the zoning map to include the MBTA Communities Overlay District (MCO) as shown on the maps prepared by Bohler Engineering in March 2024, as further depicted in the handout, amend certain other sections to integrate the new section into the current zoning bylaw, and make any minor modifications to the text required for consistency with the existing format of the bylaws or do or act anything in relation thereto.

Proposed by: PLANNING BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 11: To see if the Town will vote to amend the Town Code to eliminate the Southborough Housing Opportunity Partnership Committee (SHOPC), and create a new committee that consolidates the responsibilities of SHOPC and the Affordable Housing Trust Fund Committee (AHTFC)

; or do or act anything in relation thereto.

Proposed by: SELECT BOARD

Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 12: To see if the Town will vote to increase the CPA surcharge from 1% to 3%
; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 13: To see if the Town will vote to approve a process to transfer funds from the Affordable Housing bucket of CPA to the Affordable Housing Trust Fund
; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 14: To see if the Town will vote to create a Stormwater Enterprise Fund
; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 15: To see if the Town will vote to amend the Town Code to change the date requirements for Annual Town Meeting
; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

ARTICLE 16: To see if the Town will provide feedback to the Select Board on the Board's recommended approach to provide public safety dispatch services
; or do or act anything in relation thereto.

Proposed by: SELECT BOARD
Select Board Recommendation:
Advisory Committee Recommendation:
Summary:

And you are to give notice hereby by posting true and attested copies of the Warrant on the Town website, the Southborough Town House, 17 Common Street, Southborough Senior Center, 9 Cordaville Road, Southborough Library, 25 Main Street, and Southborough Transfer Station, 147 Cordaville Road; fourteen (14) days at least before the time appointed for such meeting.

Given under our hand this _____ (XXth) day of September, 2024.

Kathryn M. Cook, Chair

Andrew R. Dennington, Vice-Chair

Sam Stivers

Alfred Hamilton

Marguerite Landry

SELECT BOARD OF THE TOWN OF SOUTHBOROUGH

Attest:

Ryan Newell, Chief of Police