SELECT BOARD'S MEETING

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

OFFICE OF THE BOARD OF SELECTMEN
TOWN OF DUNSTABLE
511 Main Street Dunstable, MA 01827
(978) 649-4514 | bos@dunstable-ma.gov

NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A §18 – 25

BOARD/COMMITTEE/COMMISSION: Board of Selectmen
SUBMITTED TO TOWN CLERK: 9/19/2024 4:37 pm
MEETING DATE: September 24, 2024
MEETING TIME: 5:00 PM
LOCATION: Town Hall - Upper Level

Topics the Chair Reasonably Anticipates will or could be Discussed:

Note: All topic placement & times are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA ITEMS

1	Meeting Called to Order
2.	Municipal Electricity Aggregation Draft Plan – Presentation and Public Comment Period Kickoff
3.	Public Comment
4.	Board of Health – Discussion of Textile Bin Location
5.	Sign Policy Discussion – Brian Flynn
6.	Approval of Meeting Minutes from September 10, 2024*
7.	Approval of Exemption of Public Drinking Bylaw at Larter Memorial Field on 10/19/24 for Oktoberfest event*
8.	Approval of One Day Liquor License for The Beer Guy LLC*
9.	Small Towns Collaborative Presentation
10.	Spectrum/Charter Franchise Agreement*
11.	Approval of Early Voting Hours for State (Presidential) Election*
12.	Professional Service Agreements – Collins Center for Public Management, UMASS Boston: Compensation and Classification Review and Review of Existing Shared Treasurer/Collector Agreement with Pepperell*
13.	Topics not reasonably anticipated by the chair
14.	Adjourn

*Votes likely to be taken (Note: This listing of matters reflects those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.)

Additional Details: Meeting will be streaming at youtube.com/@townofdunstable3179

MUNICIPAL ELECTRICITY AGGREGATION DRAFT PLAN

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

An introduction to

Dunstable Community POWER

An electricity program from,
and for, the Town of Dunstable.

Why we are here

The Town of Dunstable wants to hear from community members about the Aggregation Plan. This presentation is to help the public understand the Plan.

Public comments are accepted until October 25, 2024.

Dunstable Community POWER is…

a municipal electricity aggregation program



To say it another way, it is…

a form of group electricity buying.

It's a municipal alternative to the electricity marketing that you receive in the mail and over the phone.

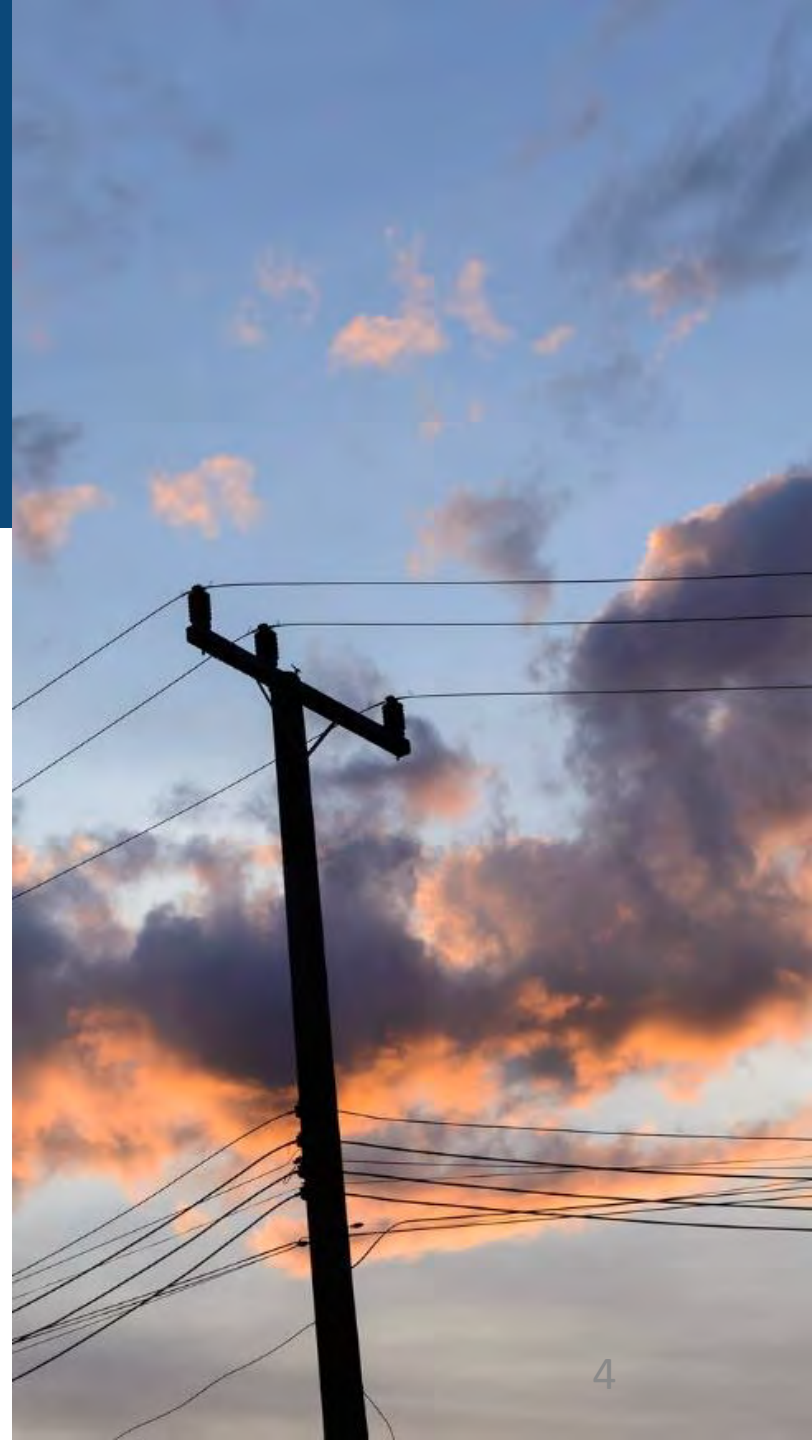
Why participate?

New electricity supply choices

Stable electricity supply prices*

**Savings compared with National Grid cannot be guaranteed.*

Consumer protections



Dunstable Community POWER will NOT…

replace National Grid as your electric utility

We are the electric utility for Dunstable no matter what.

nationalgrid

But we get to choose our electricity **supplier**.



Three ways to buy electricity in MA:

1. Your utility (nationalgrid) buys it for you = Basic Service.

2. You sign a private contract with a commercial electricity supplier.

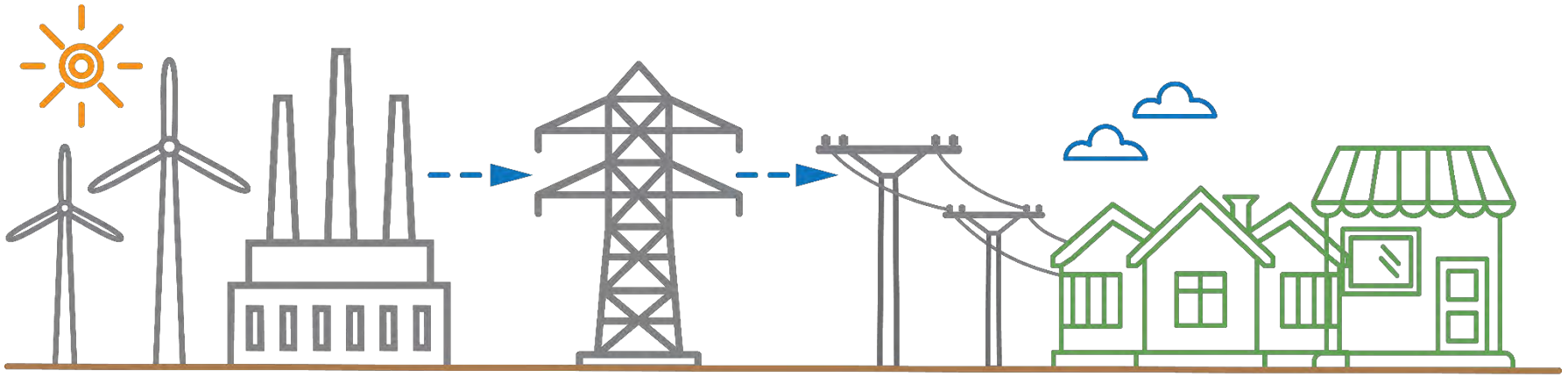
3. The Town signs a contract with an electricity supplier that you can benefit from = municipal electricity aggregation.

Dunstable Community POWER

How aggregation works

Before the program begins ▶ Basic Service

nationalgrid provides you with two services:
They both deliver and supply your electricity.



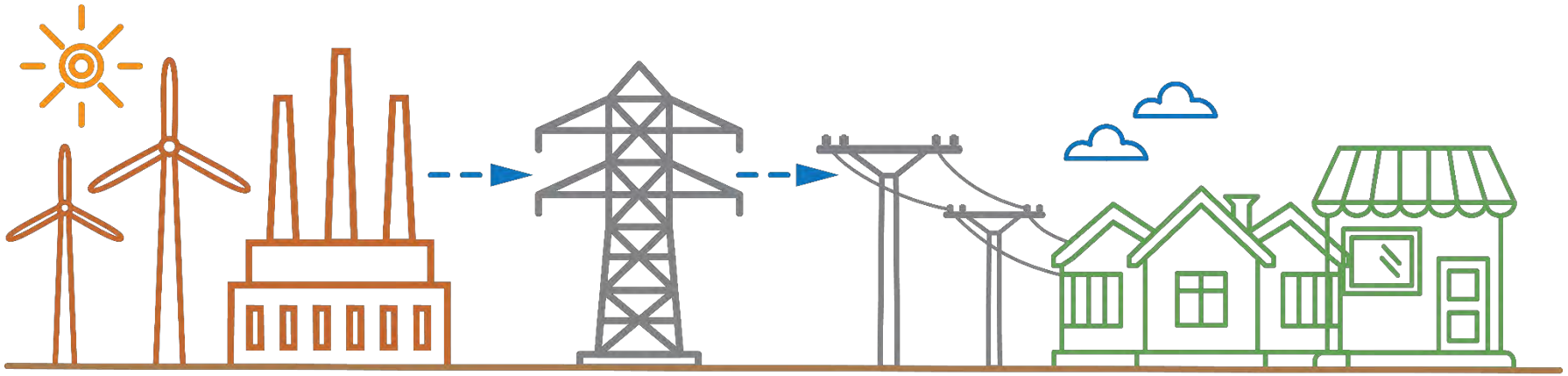
Supply & Delivery
National Grid both delivers and supplies your electricity.

Customer
You receive electricity.

How aggregation works

Dunstable Community POWER

nationalgrid continues to deliver your electricity,
but Dunstable buys electricity from a supplier that it chooses.



Supply
An electricity supplier selected by the Town buys electricity for you.

Delivery
National Grid continues to deliver your electricity.

Customer
You receive electricity with no change in service.

Dunstable Community POWER

2 new consumer-friendly choices:



auto-enroll

Lowest program price.



option

Electricity will be 100% from renewable sources.

Prices fixed / guaranteed for longer than 6 months
(but savings cannot be guaranteed).

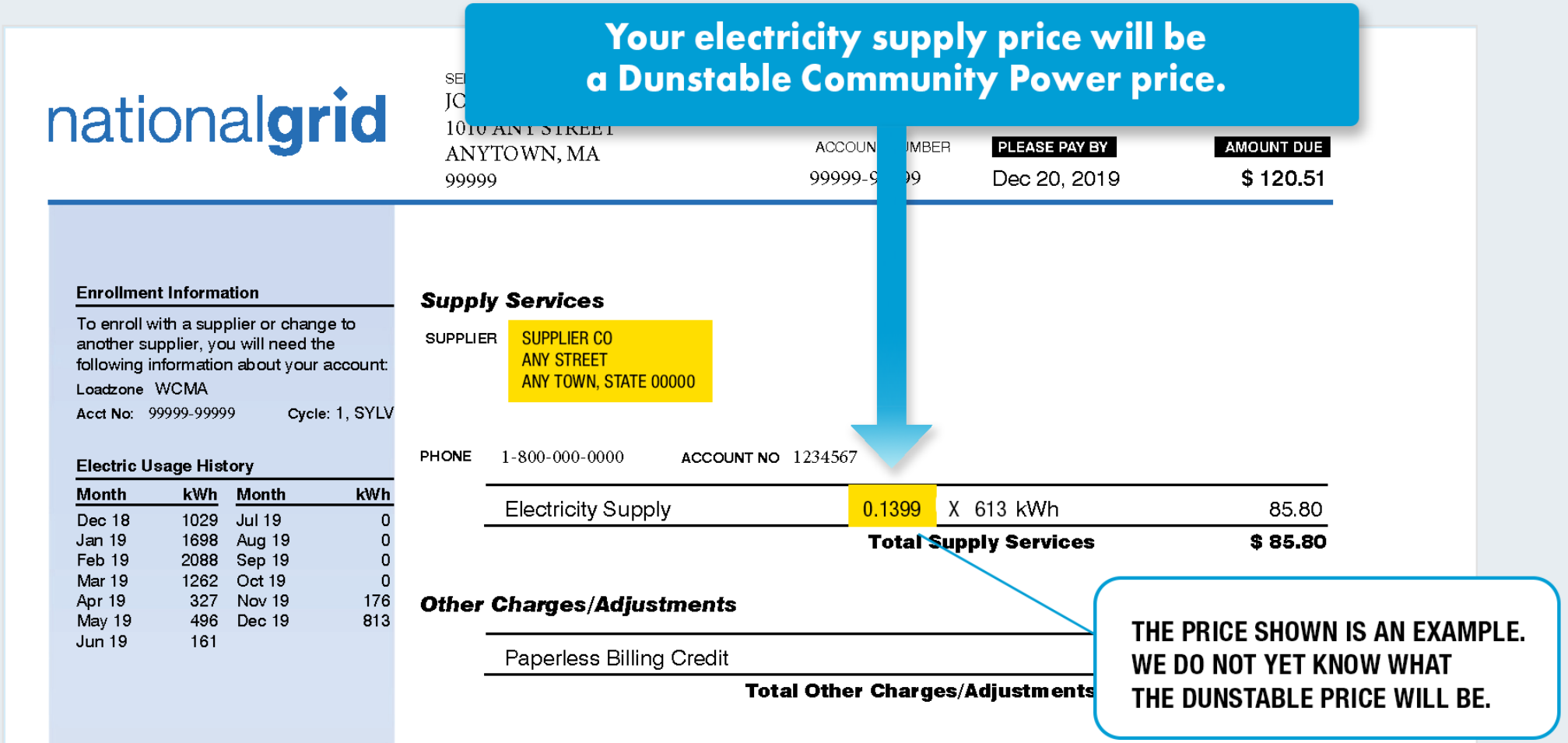
nationalgrid



opt OUT

Price changes every 6 months or less.

Dunstable Community POWER will change your electricity supplier and your electricity supply price.



Your primary relationship for electricity will remain with

nationalgrid

- National Grid will continue to deliver your electricity.
- You will continue to call National Grid if the power goes out.
- National Grid will continue to send your bill, you will continue to pay them, and this is the only electric bill you will receive.
- If you are eligible for any discounts from National Grid, you will continue to receive those discounts.

Participating = EASY!

All electricity customers on National Grid's Basic Service will be eligible for automatic enrollment (state law).

You will receive a formal notification in the mail bearing the Dunstable Town Seal before you are enrolled.

Participation is NOT required. You may opt out before being automatically enrolled or at any time in the future with no penalty or fee.



Wait! What if I have…

Signed a contract with an electricity supplier already?

- You will not be automatically enrolled, but you can join.

Solar panels or participate in community solar and receive credits on my bill or an incentive payment?

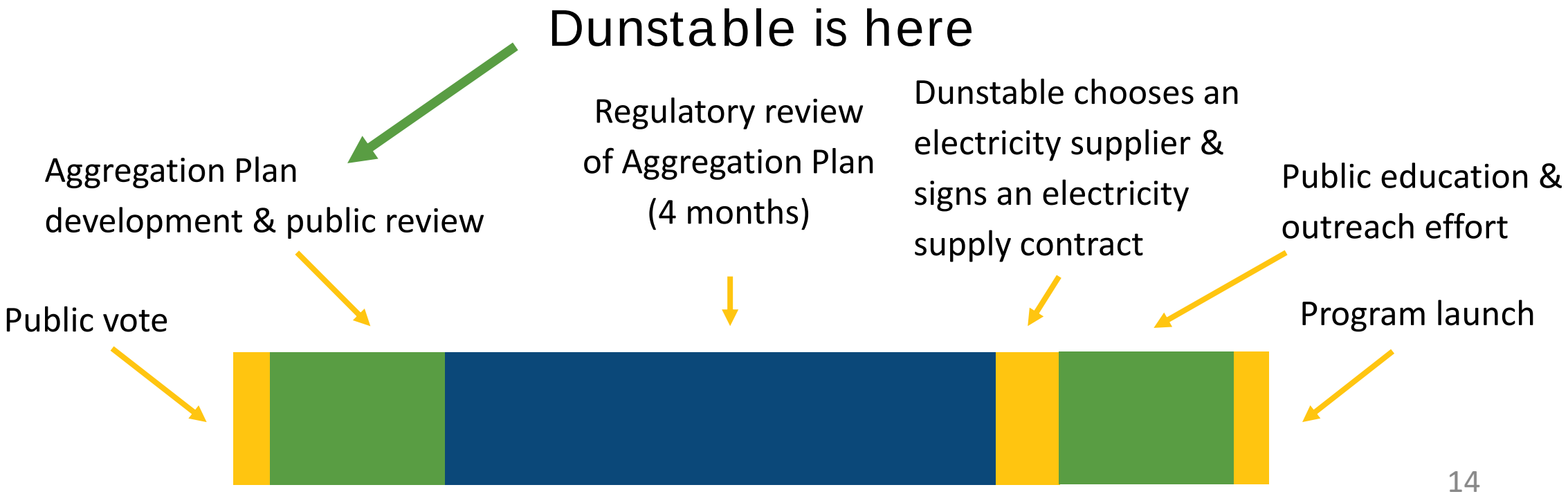
- No change. *Participating in Dunstable Community Power will not change how credits or payments are calculated.*

A low-income discount, fuel assistance, or National Grid's Budget Plan?

- No change.

What is the timeline?

The total process now takes about a year.



When/how will I get information?

Program details like pricing will be available approximately 6 - 8 weeks before launch.

Notice in the mail – to accounts eligible for automatic enrollment

Announcement

Program website – DunstableCommunityPower.com

Public information sessions

Customer Support – available now



DunstableCommunityPower.com

Visit today

Or call customer support: 1-800-818-9409

Public comments now accepted

The Aggregation Plan and associated documents are available for public comment until 5:00 PM on October 25, 2024.

To obtain a copy of the Aggregation Plan:

- Visit Dunstable-MA.gov or DunstableCommunityPower.com and download the file.
- View hard copies by visiting the Select Board's Office at Dunstable Town Hall.

Information about how to submit written comments is available at Dunstable-MA.gov or at DunstableCommunityPower.com.

Dunstable Community Power

Municipal Aggregation Plan

August 1, 2024

I. Introduction

Dunstable Community Power is an electricity aggregation program offered by the Town of Dunstable. The Town developed the Program to bring the benefits of price stability and electricity choice to its residents and businesses.

II. Definitions

Annual Report – means the report that municipalities shall file annually with the Department that includes Program information for the previous year.

Auto-Enroll Customer – means an Electric Customer who is eligible to be enrolled in the Program on an opt-out basis, specifically all Basic Service customers except for those customers who (1) have informed the Electric Distribution Company they do not want their account information shared with their municipality, or (2) are participating in an optional "green power" program that requires them to remain on Basic Service.

Basic Service – means the electric supply product that the Electric Distribution Company provides to Electric Customers in its service territory that are not receiving an electric supply product from a Competitive Supplier or through participation in a municipal aggregation program.

Competitive Supplier – means an entity licensed by the Department to sell electric supply products to Electric Customers, as defined in 220 CMR 11.02.

Consultant – means the entity retained by the Town to assist with the development and operation of the Plan and Program.

Default Product – means the Product that Participants in the Program receive unless they affirmatively select an alternate Product.

Department – means the Department of Public Utilities.

DOER – means the Department of Energy Resources.

DOER Recommended Best Practices – means the DOER Recommended Best Practices for Advancing Clean Energy in Municipal Aggregation Plans issued by DOER.

Electric Customer – means the customer of record of an account with an Electric Distribution Company.

Electric Distribution Company or EDC – means the electric distribution company serving the Town, Massachusetts Electric Light Company d/b/a National Grid.

Electric Service Agreement or ESA – means the contract between the Town and a Competitive Supplier concerning electricity supply for the Program.

Electricity Broker – means an entity that is licensed by the Department to facilitate or otherwise arrange for the purchase and sale of electric supply and related services to customers, as defined in 220 CMR 11.02.

Environmental Justice Population – in Massachusetts, an environmental just population is a neighborhood that meets one or more of the following criteria:

- the annual median household income is not more than 65 percent of the statewide annual median household income;
- minorities comprise 40 percent or more of the population;
- 25 percent or more of households lack English language proficiency; or
- minorities comprise 25 percent or more of the population and the annual median household income of the Municipality in which the neighborhood is located does not exceed 150 percent of the statewide annual median household income.[1]

Guidelines – the Department-approved Municipal Aggregation Guidelines.

Language Access Document – means a document specified by the Department of Public Utilities which contains text in 26 languages informing readers that the accompanying documents contain important information regarding electricity service and encouraging recipients to have those documents translated.

Opt-In Product – means a Product that Participants in the Program must affirmatively select to receive.

Opt-Out Notice – means the document sent to Auto-Enroll Customers to inform them of their right to opt-out of such enrollment.

Participant – means an Electric Customer that is participating in the Program.

Plan – means this municipal aggregation plan.

Product – means an electric supply product available to Participants in the Program.

Program – means the Spencer Electric Choice program.

Program Supplier – means the Competitive Supplier that is providing electric supply and, if applicable, energy-related products and services to Participants.

Town – means the Town of Dunstable.

III. Procedural Requirements

III.A. Initiation of the Process

The Petition, Attachment III.A, documents that the Town obtained the authorization by a majority vote of its town meeting to initiate a process to develop a municipal aggregation plan.

III.B. Consultation with DOER

The Petition, Attachment III.B, documents that the Town consulted with DOER in developing its Plan, pursuant to G.L. c. 164, § 134(a).

[1] See *Environmental Justice Policy of the Executive Office of Energy and Environmental Affairs* (Updated June 24, 2021) available at https://www.mass.gov/doc/environmental-justice-policy6242021-update/download.

III.C. Public Review

The Town made its proposed Plan available for public review from ***[MM DD, YYYY]*** through ***[MM DD, YYYY]*** through a prominent link on its municipal website. Table III.C identifies the methods by which the Town provided the public with information related to the proposed Plan. The Town did not receive any public comments.

Table III.C Public Access to Plan

Plan Locations/Outreach Activities	Description
Municipal website	Announcement of the public comment period, access to the Plan and a link to detailed Program information displayed on the homepage of the municipal website. The municipal website includes a webpage dedicated to the Plan and Program.
Program website	Includes the Plan, Program announcements, and detailed Program information. Machine translation available on the website.
Customer support by telephone and email	The Select Board and Town Administrator Office will be available to answer customer questions via phone or email. Customer support specialists will also be available to answer questions with on-demand phone interpreting in 200 languages.
Physical postings in municipal buildings	Posting on a bulletin board in Town Hall and Library.
Town social media accounts	Posts on official Town social media accounts, such as Facebook, Instagram, Nextdoor, and LinkedIn.
Regular updates in Select Board newsletter	The Dunstable Select Board produces a quarterly newsletter mailed to all Dunstable households which will include regular updates and plan announcements.
Announcements to local / regional media	Announcement sent to the local / regional newspapers, including the Groton Herald, Lowell Sun, and Neighbor to Neighbor, an independent, monthly newsletter mailed to every household.
Municipal departments, boards, and committees	Announcement sent to municipal departments for sharing with their staff and those who they serve, including the Council on Aging, School Districts, Veterans, and Library.
Community organizations, boards, and committees	Announcement sent to community organizations, boards, and committees with a request that they publicize the announcement to their constituents: Faith-based organizations such as Dunstable Evangelical Congregational Church. Organizations supporting vulnerable community members such as Loaves and Fishes and PACH Food Pantries. Town Boards and Committees such as the Affordable Housing Committee, COA Board, Board of Library Trustees, Recreation Commission, and School Committee.
Public presentation	A hybrid meeting held via Zoom and in person in Town Hall

IV. Plan Elements

IV.A. Organizational Structure of the Program

The following entities will perform the core functions of the Program.

Table IV.A – Organizational Structure

Core Function	Performing Entity			Plan section in which tasks are described
	Municipality	Consultant	Program Supplier	
Liaisons/Representatives/Agents				
Representative or agent for the Municipality before the Department		√		V
Liaison with DOER		√		III
Liaison with EDC(s)		√		VIII
Plan Elements				
Procurement of supply		√		IV.B.2
Product determination	√			IV.B.3
Other funding/costs	√			IV.B.4
Customer enrollment			√	IV.B.5
Customer notifications/outreach/ education		√		IV.B.6
Ongoing Program information		√		IV.B.7
Program termination	√			IV.B.8
Annual reports		√		VI
Customer service		√		IV.A

Municipal contact for Department correspondence:

Jason Silva, Town Administrator
978-649-4514
jsilva@dunstable-ma.gov

Customers with questions or complaints are encouraged to contact the Consultant at:

[XXX-XXX-XXXX], or
Support@DunstableCommunityPower.com, or
by submitting a form at DunstableCommunityPower.com.

In addition, customers can contact the Town at 978-649-4514 or the Program Supplier (number to be provided after the Program Supplier is chosen).

IV.B. Program Operations

IV.B.1. Statutory Requirements

IV.B.1.a. Universal Access

All Electric Customers residing or located in the Town will be eligible to participate in the Program, either through an automatic enrollment process or upon request. All customers will have the right to leave the Program and return to the Electric Distribution Company's Basic Service at any time with no penalty or fee.

IV.B.1.b. Reliability

The Town has retained the services of MassPowerChoice, LLC, a Department-approved Electricity Broker that is licensed to provide municipal aggregation consulting services.

IV.B.1.c. Equitable Treatment of Customer Classes

The Program will treat all Participants that are similarly situated equitably. The Plan elements for which there may be variances in treatment between customer classes or subclasses are identified in Table IV.B.1.c and discussed below. For each Plan element identified, the Plan explains (in the applicable section below) why the varied treatment is reasonable and appropriate in consideration of the disparate characteristics of each customer class or subclass.

Table IV.B.1.c – Equitable Treatment of Customer Classes

Plan Element					
Procurement of Supply (§ IV.B.2)	**Product Rate Setting / Renewable Energy Content (§ IV.B.3)**	**Other Funding Sources / Costs (§ IV.B.4)**	**Customer Enrollment (§ IV.B.5)**	**Customer Notification (§ IV.B.6)**	**Ongoing Program Information (§ IV.B.7)**
	√		√		

The Program may solicit price bids by customer class and prices may differ accordingly. Such differential treatment is equitable because it will be based on the cost to serve each customer class.

Medium/Large commercial and industrial customers that join the Program after Program launch may be charged a market-based price rather than the contract price. After Program launch, such customers will not be automatically enrolled. Such differential treatment is equitable because these customers have more choices in the marketplace and impose greater costs on the Program than other customers when they join after Program launch.

Customers that previously opted out and later wish to re-enroll in the Program may be offered a market-based price. This differential treatment is equitable because these customers previously made a choice not to participate in the Program and as a result their load was no longer planned for by the Program Supplier.

IV.B.2. Procurement of Supply

The Town anticipates procuring electricity supply for the Program as follows:

Table IV.B.2 – Procurement of Supply

Procurement Steps	Expected Timeline (Days following Department approval)
Issue RFQs/RFPs	Day 30
Evaluate/Select Bids	Day 60
Negotiate/Execute Contracts	Day 60

The Town will update this table upon Department approval of the Plan, as specified in the Guidelines.

IV.B.3. Product Information

IV.B.3.a. Rate Setting

Table IV.B.3 illustrates potential Products, rate components, and renewable energy sources and percentages. All funds collected through rates will be used for the benefit of the Program.

Table IV.B.3 - Product Information

		PRODUCT # 1 (Default)	PRODUCT # 2 (Opt-In)
Rate Components ($/kWh)			
Supply and Renewable Energy Content			
Consultant Services		*0.003*	*0.003*
Municipality Services		0	0
Other Services		0	0
Total			
Renewable Energy Content (% of total)			
Required			
Voluntary	RPS Class I	0	
	National Wind	0	
	Other	0	

	PRODUCT # 1 (Default)	PRODUCT # 2 (Opt-In)
Total		
Supplier Name		
Effective Dates		

The Town has not yet determined: (1) the number of Products; (2) the value of the rate components of each Product; or (3) the level of voluntary renewable energy content of the Opt-In Product(s). The Town will make final decisions on these matters after Plan approval. The Town will do so after conducting a competitive procurement and receiving price bids and in consideration of factors including cost, environmental impact, Massachusetts renewable energy requirements, and value to Participants. The information in Table IV.B.3 will them be updated as provided in Section IV.B.7, Ongoing Program Information.

The Town may solicit price bids by customer class and prices may differ accordingly. Such differential treatment is equitable because it will be based on the cost to serve each customer class.

Medium/Large commercial and industrial customers voluntarily enrolling in the Program may be charged a market-based price rather than the contract price. Such differential treatment is equitable because these customers have more choices in the marketplace and impose greater costs on the Program than other customers when they join after Program launch.

Customers that previously opted out and later wish to re-enroll in the Program may be offered a market-based price. This differential treatment is equitable because these customers previously made a choice not to participate in the Program and as a result their load was no longer planned for by the Program Supplier.

IV.B.3.b. Renewable Energy Content

The Town has consulted with DOER and reviewed the DOER Recommended Best Practices. The Town intends to support clean energy through the Program by including voluntary RECs in an Opt-In Product.

IV.B.3.c. Other Energy-Related Products and Services

The Town has not identified any other energy-related products and services that it intends to offer to Participants.

IV.B.4. Other Funding Sources/Other Costs to Participants

The Town has not identified other funding sources. Participants will incur no costs other than those they incur through Product rates.

IV.B.5. Customer Enrollment

IV.B.5.a. Initial Enrollment

Auto-Enroll Customers will be automatically enrolled if they do not opt out.

Prior to enrollment, the Town will mail an Opt-Out Notice to all Auto-Enroll Customers informing them that they will be automatically enrolled in the program unless they opt out. The Town will provide Auto-Enroll customers with at least 30 calendar days (plus six to account for delivery) to opt out of the Program.

Auto-Enroll Customers that do not opt out will be enrolled in the Default Product unless they notify the Town that they wish to receive an Opt-In Product.

IV.B.5.b. Ongoing Enrollment

Following the initial opt-out period, the Town will periodically ask the Electric Distribution Company to identify any new Auto-Enroll Customers. The Town will enroll these customers using the same automatic enrollment process used for the initial enrollments.

After Program launch, Medium/Large commercial and industrial customers will not be automatically enrolled. These customers will be offered the opportunity to join the program at a market-based price rather than the contract price. Such differential treatment is equitable because these customers have more choices in the marketplace and impose greater costs on the Program than other customers when they join after Program launch.

Electric Customers may voluntarily enroll in the Program by any of the following methods: 1) calling the Program's toll-free number; 2) submitting a form on the Program website; or 3) calling the Program Supplier's toll-free number. While all customers may voluntarily enroll in the Program, certain customers will receive market pricing, as described in § IV.B.1.c, Equitable Treatment of Customer Classes.

IV.B.5.c. Opt-In Products

Participants may enroll in an Opt-In Product by any of the following methods: 1) calling the Program's toll-free number; 2) submitting a form on the Program website; or 3) calling the Program Supplier's toll-free number.

The Town will notify Participants enrolled in an Opt-In Product prior to any change in the Product's price or renewable energy content. At the commencement of new price/renewable energy content, Participants will continue to be enrolled in the Program, and will continue to receive their current Product, subject to the new price and renewable energy content, unless the Participant informs the Town otherwise.

A Participant enrolled in an Opt-In Product that is not being continued must select one of the other Products being offered. If the Participant does not make a selection, the Participant will be enrolled in the Default Product.

IV.B.6. Customer Notifications

IV.B.6.a. Opt-Out Notice

The Town will deliver an Opt-Out Notice to all Auto-Enroll Customers prior to enrollment and will provide these customers with at least 30 calendar days, plus an additional six days to account for delivery, to opt out.

The Opt-Out Notice will inform Auto-Enroll Customers in advance of automatic enrollment: (1) that they are to be automatically enrolled in the Program; (2) that they have the right to opt out of the Program without penalty; and (3) of the actions they must take to opt out. The Opt-Out Notice will (1) prominently

state all charges to be made and (2) include full disclosure of the Basic Service rate, how to access it, and that it is available to them without penalty.

The Opt-Out Notice will also provide: (1) Product information related to price, term and renewable/clean energy content for both the Default and Opt-In Products; and (2) the actions a customer must take to select an Opt-In Product.

The Town will address residents with limited English proficiency by including the Language Access Document with the Opt-Out Notice, providing on-demand interpreting to residents that call customer support, and providing machine translation of the Program website.

The Town will (1) send Opt-Out Notices in a clearly marked municipal envelope that identifies that it contains important information regarding participation; and (2) includes a self-addressed, postage-paid envelope for the opt-out reply card.

The Opt-Out Notice will include the information in Table V.B.6.a below.

Table IV.B.6.a - Product Information

		Municipal Aggregation Products		Basic Service	
		[PRODUCT # 1]	[PRODUCT # 2]	Existing	Upcoming *(if known)*
Price (in $/kWh)					
Renewable Energy Content (in % of total)					
Required					
Voluntary	RPS Class I				
	National Wind				
	Other				
Total					
Supplier Name					
Effective Dates					

A representative form of the Town's Opt-Out Notice is attached as Attachment IV.B.C.a.

IV.B.6.b. Notification of Product Change

The Town will notify Participants of changes in price or renewable energy content of Products. The notification will identify both the existing and new price and renewable energy content, and identify the actions a Participant must take if they no longer seek to purchase the existing Product. The notification will also inform Participants that additional information is available on the Program website.

The Notification of Product Change will include the information in Table V.B.6.b below.

Table IV.B.6.b - Product Information

		Product Name	
		Current	**New**
Price (in $/kWh)			
Renewable Energy Content (in % of total)			
Required			
Voluntary	RPS Class I		
	National Wind		
	Other		
Total			
Supplier Name			
Effective Dates			

IV.B.6.c. Other Notifications

The Town may send information and educational materials regarding the Program to each Electric Customer within the Town, including customers that are not eligible for automatic enrollment.

If such notices are sent to competitive supply customers, the notice will inform those customers that, if they enroll in the Program, they may incur an early cancellation fee, and that they should check with their supplier on this matter before enrolling.

Upon approval from the Town, the active Program Supplier may communicate with Participants regarding the program and, if applicable, energy-related products or services

IV.B.7. Access to Ongoing Program Information

The Town will make the Program-related information listed in (a) – (c) below available to the public using the communications vehicles listed in Table IV.B.7.

Table IV.B.7 – Public Access to Ongoing Program Information

Plan Locations/Outreach Activities	Description
Municipal website	Announcement of the public comment period, access to the Plan and a link to detailed Program information displayed on the homepage of the municipal website. The municipal website includes a webpage dedicated to the Plan and Program.
Program website	Includes the Plan, Program announcements, and detailed Program information. Machine translation available on the website.

Customer support by telephone and email	The Select Board and Town Administrator Office will be available to answer customer questions via phone or email. Customer support specialists will also be available to answer questions with on-demand phone interpreting in 200 languages.
Town social media accounts	Posts on official Town social media accounts, such as Facebook, Instagram, Nextdoor, and LinkedIn.
Regular updates in Select Board newsletter	The Dunstable Select Board produces a quarterly newsletter mailed to all Dunstable households which will include regular updates and plan announcements.
Announcements to local / regional media	Announcement sent to the local / regional newspapers, including the Groton Herald, Lowell Sun, and Neighbor to Neighbor, an independent, monthly newsletter mailed to every household.
Municipal departments, boards, and committees	Announcement sent to municipal departments for sharing with their staff and those who they serve, including the Council on Aging, School Districts, Veterans, and Library.
Community organizations, boards, and committees	Announcement sent to community organizations, boards, and committees with a request that they publicize the announcement to their constituents: Faith-based organizations such as Dunstable Evangelical Congregational Church. Organizations supporting vulnerable community members such as Loaves and Fishes and PACH Food Pantries. Town Boards and Committees such as the Affordable Housing Committee, COA Board, Board of Library Trustees, Recreation Commission, and School Committee.
Public presentation	Meeting held via Zoom and in person in Town Hall, as needed.

To provide access for those who: (1) are hard to reach, have limited English proficiency, require audial or visual assistance, and/or may not routinely access the Town's website; or (2) reside in Environmental Justice populations, the Town will take the following steps:

- Outreach will be conducted in both print and audio formats and will include handouts and electronic and web-based materials as well as live presentations.
- In-person public education events will be held in accessible spaces such as Town buildings or held online and as such will be accessible to those with limited mobility.
- Before Program launch and on an ongoing basis after Program launch, customers who are blind or otherwise visually impaired may request assistance reading Program materials and the Program website, which will include price change information, by calling the customer support number. The Program website will be designed so that content can be read aloud by computer-assistive technology.
- For customers who are deaf or hard of hearing, the Language Access Document, which will accompany the Opt-Out Notice, will include TTY phone numbers for use by both English- and

Spanish-speaking customers. In addition, customer support will be available via multiple modalities: voice (phone) as well as written (web form and email) both before and after Program launch.

- Physical notices will be posted in Town buildings and announcements will be sent to the Town's cable access station and the local newspaper.
- As detailed in Table IV.B.7, Program announcements will be provided to community organizations, including faith-based organizations and organizations supporting vulnerable community members.

IV.B.7.a. Updated Product Information

Upon any change in price or renewable energy content of a Product, the Town will provide updated Product information as set forth in Table IV.B.3.

IV.B.7.b. Annual Program Information for the Previous Year

The Town will provide the following information for the previous calendar year:

i. Product rate components, renewable energy content, and participation;
ii. For each Product rate component, the revenue collected and a detailed accounting of the services provided;
iii. For each renewable energy category, the number of megawatt-hours of electricity provided through the Program that will be matched to voluntary renewable energy certificates and the mechanism (e.g., NEPOOL Generation Information System) by which the purchases/retirements of renewable energy certificates were tracked;
iv. Organizational structure;
v. Equitable treatment of customer classes;
vi. Procurement of supply;
vii. Ways in which the Town made ongoing Program information available to the public during the previous year; and
viii. If applicable, other funding sources / other costs to Participants.

The Town will also provide representative copies of customer notifications sent during the previous year.

IV.B.7.c. General Program Information

The Town will provide Program-related (1) documents (e.g., Plan, press releases, Department Orders) and (2) information (e.g., Program description, consumer choice, continuing role of the Electric Distribution Company, etc.).

IV.B.8. Program Termination

The Town will take all reasonable actions to ensure a continuous supply of electricity to Participants. However, the Program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent ESA.

In order to minimize the chances of termination, the Town will solicit bids for a new ESA no later than 90 days before the end date of each ESA.

In the event of termination, the Program Supplier will return customers to the Electric Distribution Company's Basic Service unless the customers choose an alternative Competitive Supplier.

At least 90 days prior to a planned termination of the Program, the Town will send a direct notice to the Electric Distribution Company.

At least 30 days prior to termination, the Town will:

- Send a notice to the Department service list for the docket that approved the Program;
- Notify Participants by issuing a media release and posting a notice on the Town website and Program website, and through posts on the Town's social media accounts. In addition, Participants will receive notice of a supplier change on their bill from the Electric Distribution Company.

IV.C. Rights and Responsibilities of Program Participants

Participants may: (1) select any of the Products offered to their applicable customer class or subclass, (2) switch from one Product to another by contacting the Consultant, and (3) leave the Program at any time without penalty by contacting the Consultant or the Electric Distribution Company.

V. Department Review

The Town will submit this Plan to the Department for review and approval.

VI. Annual Reports

The Town will submit an annual report to the Department, on a date to be specified, that includes Program information for the previous year. The format and content of the annual report shall be as specified in Guidelines, § VI.

VII. Applicability of Rules Governing the Restructuring of the Electric Industry (220 CMR 11.00)

The Town and Program Supplier are exempt from certain rules and regulations that apply to Electricity Brokers and Competitive Suppliers, as specified in Guidelines, § VII.

VIII. Notifications to Electric Distribution Companies

VIII.A. Plan Filing

The Town will provide written notice to the Electric Distribution Company 1) upon submitting its proposed Plan to DOER for consultation, 2) upon filing its initial Plan with the Department, 3) upon receiving a Department order approving its Plan.

VIII. B. Electric Service Agreement Signing

The Town will (1) notify each Electric Distribution Company serving Electric Customers within the Town when the Town has executed an ESA with a Program Supplier, and (2) direct the Program Supplier to provide the Electric Distribution Company with the information necessary to enroll customers with the

Program Supplier. Customer enrollment will begin no sooner than 60 days from when the Program Supplier provides the necessary information. The Town will file the notification in its docketed proceeding.

IX. Plan and Program Changes

The Town will allow at least 30 calendar days for public review of any proposed changes to its Department-approved Plan. Following public review, and provided that the proposed revisions are consistent with the Guidelines, the Town will submit the revised Plan to the Department for informational purposes and make the Plan publicly available.

Town electricity program notification of automatic enrollment

[MONTH] [DAY], 202X

Dunstable Community POWER

You are receiving this notice because your electricity account is eligible for AUTOMATIC ENROLLMENT in Dunstable Community Power. Your electricity account number is shown on the enclosed reply card.

Dunstable Community Power is a new group electricity buying program from the Town of Dunstable. The program provides long-term, stable prices, protection from seasonal price swings, and consumer protections.

Participating in Dunstable Community Power means:

- The electricity supply price on your National Grid electric bill will change to **XX.XXX ¢/kWh**, which is **lower** than National Grid's current residential Basic Service price and fixed until [MONTH] 202X.

  National Grid's prices change and their future prices are unknown, so future savings compared with National Grid cannot be guaranteed.
- [SUPPLIER NAME] will be your electricity supplier, which is the company that puts electricity onto the grid on your behalf.
- You will remain a National Grid customer, and National Grid will continue to deliver your electricity and send your electric bill.

Your new electricity Supply price:
XX.XXX ¢/kWh

Customer support:
1-800-818-9409

More information and self service:
DunstableCommunityPower.com

It's your decision. Make the choice that is right for you.

- **TAKE NO ACTION:** You will be automatically enrolled in the Dunstable Standard option with your [MONTH] 202X meter read.
- **CHOOSE DUNSTABLE 100% GREEN:** The Dunstable 100% Green option provides 100% of your electricity from renewable sources and is available by request.



AUTO-ENROLL



OPTION

Dunstable Community Power prices are fixed until [MONTH] 202X. For National Grid prices, please see the back.

- **OPT OUT:** Participation is not required. There is no penalty to opt out of Dunstable Community Power, and you may do so at any time. To avoid automatic enrollment, submit your opt-out request by **[MONTH] XX, 202X**. Or you may try the program and opt out at any time in the future.

To choose Dunstable 100% Green or opt out, visit DunstableCommunityPower.com or contact support with the Town's program consultants at 1-800-818-9409. You may also opt out by mailing the enclosed reply card.

Compare Dunstable Community Power to National Grid's Basic Service:

	Auto-enrollment ▼		If you opt out ▼
Dunstable Community POWER	DUNSTABLE STANDARD	DUNSTABLE 100% GREEN	NATIONAL GRID'S BASIC SERVICE
Price	**XX.XXX ¢**/kWh	**XX.XXX ¢**/kWh	**XX.XXX ¢**/kWh - residential **XX.XXX ¢**/kWh - commercial **XX.XXX ¢**/kWh - industrial
Price term	[MONTH] 202X - [MONTH] 202X	[MONTH] 202X - [MONTH] 202X	[MONTH] XX, 202X - [MONTH] XX, 202X, residential and commercial. [MONTH] XX, 202X - [MONTH] XX, 202X, industrial.
Electricity from renewable sources (% of total)			
Required by state law	XX%	XX%	XX%
Added by Dunstable (MA Class I RECs)	-	XX%	–
Total	**XX%**	**XX%**	**XX%**

Additional information:

Your electricity supplier will be [SUPPLIER NAME]. On your bill, you will see [ON-BILL TEXT]. But your primary relationship for electricity remains with National Grid, and you will continue to call them if your power goes out. In addition, National Grid will continue to send your electric bill, and this is the only electric bill you will receive as a participant in Dunstable Community Power.

If you are eligible for a low-income discount or fuel assistance, those benefits will continue with no change.

If you are eligble for a farm discount, you will continue to receive that discount on your Delivery Services charges but, it will no longer apply to your Electricity Supply charge.

If you have solar panels on your property or you participate in a community solar program, you will continue to receive solar credits and/or solar incentive payments, and participating in Dunstable Community Power will not change their calculation.

If you have a tax-exempt account, you are responsible for requesting an exemption from the collection of any tax by providing appropriate tax-exemption documentation to [SUPPLIER NAME]. Visit the program website for info.

If you have received this notice and also you have signed a contract with an electricity supplier, you may have signed your contract after this mailing list was created. To continue receiving electricity from the supplier you chose and prevent any early termination fees from that supplier, **you must opt out of Dunstable Community Power**.

The automatic enrollment model is in accordance with state law. More than 180 cities and towns in Massachusetts have similar programs, and all operate the same way. However, you are not required to participate. You may opt out at any time with no fee or penalty.

At the end of the contract with [SUPPLIER NAME], the Town intends to sign a new long-term contract. The electricity supplier and renewable energy content may change, and the price may be higher or lower than the current price. You will continue in the program at the new price unless you inform Dunstable otherwise. The Town will provide advance notice of any such changes, and you will be free to opt out before the changes go into effect.

DunstableCommunityPower.com

BOARD OF HEALTH - TEXTILE BIN LOCATION

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

SIGN POLICY DISCUSSION

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

12:17 PM 9/3/2024

BRIAN J. FLYNN

250 Pleasant Street
P. O. BOX 241
Dunstable, MA 01827
BF Cell: (978) 569-4498
MMF Cell: (978) 382-946
e-mail bflynn@plumbperfectma.com

Town of Dunstable Select Board
c/o Town Administrator
511 Main Street
Dunstable, Ma 01827

ATTN: Jason Sliva

Dear Jason,

Please schedule a date and time that I can address the Select Board regarding its recently adopted policy on the placement of political signs on town owned/public land.

I wish to address the policy's direct contradiction of our town's zoning regulations, specifically Section 13.6, paragraphs c and f, and the proscribed procedure to correct that situation.

I am enclosing the following items:

- A copy of the above identified zoning regulation
- An article published by the ACLU regarding signs with expanded sections for Q3 & Q5
- An analysis of the myriad issues of free speech raised. This analysis is by an attorney with the Torrance, CA City Attorneys Department. Since the main issue addressed is the free speech right granted in the Constitution of the United States, I submit the general points raised are applicable in all states.

I would think it helpful to the discussion to have town counsel present or have some written comments from him on how the policy and the zoning regulations can be brought into congruence.

Please advise me of the appointed date and time for my appointment with the Select Board.

Thank you,

Brian J. Flynn

SECTION 13. SIGNS.

13.1. In Residence Districts, the following exterior signs, and no others excepting temporary signs as provided in Subsection 13.6., are permitted:

(a) In the case of a permitted or authorized use other than a dwelling or private use accessory thereto; or in the case of the sale or lease of a dwelling or any premises; or in the case of a home occupation permitted under subsection 6.1.(g) of this bylaw: two (2) signs, each not over twenty-four (24") inches by thirty-six (36") inches (60.96 cm X 91.44 cm) pertaining to such use, sale or lease.

(b) Historic signs and others pertaining to the identity of the occupants, the name of the premises, or other information pertinent to the residential character of the premises.

(c) A sign indicating the street number of the premises, in compliance with the Dunstable Building Numbers Bylaw.

13.2. In any Business District, the following exterior signs, and no others, excepting temporary signs as provided in Subsection 13.6., are permitted, provided they pertain to the business conducted on the premises:

(a) A sign displayed on the wall of a building, provided that no such sign shall exceed twenty (20) square feet in area or extend beyond the building lines.

(b) One sign shall be permitted for each separate and distinct establishment on any premises, or for each two hundred (200') linear feet (60.96 m) of lot frontage •on the principal street, whichever allows the greater number of signs, provided that no such sign exceeds twenty (20) square feet in area.

13.3. Moving signs are prohibited in all districts, whether moved by mechanical means or natural forces such as wind or sun. This section shall not be construed to prohibit hanging signs, provided that they can remain stationary under ordinary weather conditions.

13.4. In all districts, no exterior signs shall be illuminated except by reflected white light emanating from a source external to the sign proper (but which may be attached thereto) • The source of light shall be steady, and shall be shielded from direct view at normal eye level from streets and from adjacent premises.

13.5. Nothing in this section shall be construed to prohibit, nor shall the foregoing regulations pertain to, legal notices, signs placed or required by governmental

bodies or applicable law, or signs directing pedestrian or vehicular traffic on private property, provided that the same do not bear advertising or promotional matter.

13.6. In all districts, notwithstanding the foregoing provisions, temporary signs may be erected and displayed provided they meet the following requirements: **[Added May 9, 2005]**

(a) They may only be employed for temporary purposes in order to give notice of special or community events, local occasional sales of goods of a non-recurring nature such as yard sales, or occasional events of a similar nature.

(b) Temporary signs on private property shall require the permission of the owner.

(c) Temporary signs within public ways shall not be attached to trees, utility poles or fences, nor shall they obstruct necessary sight lines .

(d) Signs noticing specific events may be displayed no earlier than twenty-one days prior to the commencement of the event and shall be removed forthwith following the event, not to exceed five calendar days.

(e) Signs such as banner signs erected over public ways in the town shall first be approved as to content upon application to the Board of Selectmen (which approval shall not be unreasonably refused), and shall be subject to further procedures through the Board of Road Commissioners pursuant to Massachusetts General Laws, Chapter 85, Section 8, as amended.

(f) Signs pertaining to public elections shall be allowed provided that none shall be erected earlier than sixty (60) days prior to the election and each shall be removed forthwith following the election, not to exceed five calendar days.

KNOW YOUR RIGHTS: POLITICAL SIGNS ON PRIVATE PROPERTY



Massachusetts residents have the right to display signs in their yards or on their other personal property so long as the signs meet reasonable requirements adopted by local government that relate to public safety. No local ordinance may dictate what type of messages a resident can display on their property without a compelling reason.

This right to free speech is especially strong where the sign is political, such as "Black Lives Matter," "Protect Democracy," "Make America Great Again," "All Are Welcome Here," or contains a message supporting candidates or ballot initiatives in an election.

Residents may display such political or others signs all year round without unnecessary limits from the government.

Below, we answer some common questions that our office receives about this issue. If you feel as though your city or town is infringing on your right to display yard signs, you may print out this open letter (https://www.aclum.org/sites/default/files/20190423_open_letter_to_towns.pdf) penned by ACLU of Massachusetts attorneys and present it to your city or town's government.

1. Do I have a right to put yard signs on my property?

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2. What type of limits can the government impose on yard signs on my property?

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3. Can the government ban or limit only signs with political messages?

---

4. What are some examples of restrictions on political yard signs that have been found unconstitutional?

---

5. What about public property? Can the government restrict the posting of political signs there?

---

3. Can the government ban or limit only signs with political messages?

No. Political speech, and particularly political speech on private property, is entitled to the highest form of protection. Therefore, a government may not, for example, allow "for sale" signs while banning "Climate Change is Real" signs.

In 2015, the Supreme Court struck down a municipal ordinance that did just this; it discriminated between signs based on the message.[2] These types of content-based sign ordinances are almost always unconstitutional unless the government can prove their actions were necessary to serve a compelling interest.[3]

2. *Reed v. Town of Gilbert, Arizona*, 576 U.S. __, 135 S.Ct. 2218 (2015)

3. *Neighborhood Enterprises, Inc. v. City of St. Louis*, 644 F.3d 728, 737-38 (8th Cir. 2011)

5. What about public property? Can the government restrict the posting of political signs there?

The short answer is "it depends."

For ordinances regulating speech on public property, like parks or public areas between sidewalks and streets, signs may be prohibited or removed if there is a law that applies to all signs regardless of what they say, and if that law is supported by the government's interest, for instance, in promoting traffic safety or keeping the space visually appealing. However, the general principle is that if a municipality allows *some* signs in a public area, it must allow *all* signs in that area.

City Attorneys Department Spring Meeting
May 19-21, 1999
John L. Fellows III
City Attorney, Torrance

REGULATION OF POLITICAL SIGNS

John L. Fellows III
City Attorney, Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Outline of Topics

Baseline Decisions: *Metromedia* and *Taxpayers for Vincent*

Particular Regulations for Political Signs
Limits on When Displayed
Limits on Location and Size
Limits on How Displayed
Licensing and Permits
Removal Procedures
Cost of Removal
Findings Requirement

The Interaction of Regulation of Political Signs With Other Sign Regulations

Severability

Qualified Immunity

Conclusion

The posting of political signs is a form of speech clearly protected under the First Amendment. Any ordinance seeking to regulate or infringe upon First Amendment rights must overcome significant hurdles. A court's first task in reviewing an ordinance challenged as violating First Amendment rights "is to determine whether the ordinance is aimed at suppressing the content of speech, and, if it is, whether a compelling state interest justifies the suppression. . . . If the restriction is content-neutral, the court's task is to determine (1) whether the governmental objective advanced by the restriction is substantial, and (2) whether the restriction imposed on speech is no greater than is essential to further that objective. Unless both conditions are met the restriction must be invalidated." *Members of the City Council of the City of Los Angeles v. Taxpayers for Vincent* (1984) 466 U.S. 789, 821 (Brennan, J., dissenting)(citations omitted).

Given this burden, it is not surprising there are a substantial number of cases addressing the parameters of government's ability to regulate political signs. The state of regulation in a number of these areas is discussed below.[i]

Baseline Decisions: Metromedia and Taxpayers for Vincent

The United States Supreme Court's initial foray into sign regulation was the landmark case of *Metromedia, Inc. v. San Diego* (1981) 453 U.S. 490. In *Metromedia* the Court invalidated a City of San Diego ordinance that allowed on-site commercial signs but prohibited on-site noncommercial signs. Under *Metromedia* an ordinance is invalid if it imposes greater restrictions on noncommercial speech than on commercial speech, or if it regulates noncommercial signs based upon their content, that is, if it exempts from regulation certain types of noncommercial speech, such as religious signs, historical signs and temporary political signs, but not other noncommercial signs. 453 U.S. at 513, 516.

The *Metromedia* Court's consideration of the City of San Diego's prohibition on "off-site" commercial signs did not provide clear guidance because there was no majority opinion. Moreover, a side-by-side comparison of the four-justice plurality opinion and the two-justice concurring opinion to attempt to discern their common ground, is frustrating, because the marked difference in approach of the two opinions makes it extremely difficult to reconcile them.[ii] For a cogent discussion of the problems of interpreting *Metromedia*, see *Rappa v. New Castle County* (3d Cir. 1994) 18 F.3d 1043, 1055-60.

Whatever its failings, *Metromedia* did clearly establish, however, that aesthetic considerations may constitute a legitimate governmental basis for regulating signs. 453 U.S. at 510 ("It is not speculative to recognize that billboards by their very nature, wherever located and however constructed, can be perceived as an 'esthetic harm.'").

Three years after Metromedia, in *Taxpayers for Vincent*, the United States Supreme Court upheld a City of Los Angeles ordinance imposing a total ban on the posting of political signs on public property.[iii]

These two key Supreme Court cases created an analytical overlay upon prior lower court decisions, particularly *Baldwin v. City of Redwood City* and *Verrilli v. City of Concord.* More importantly, they serve as the foundation for a generation of subsequent sign cases, most of which are adverse to cities.

Particular Regulations for Political Signs

Limits on When Displayed:

Preceding Election: The courts have consistently rejected attempts to regulate the display of political signs to some defined period prior to an election. (*City of Antioch v. Candidates' Outdoor Graphic Service* (N.D. Cal. 1982) 557 F. Supp. 52][finding unconstitutional a prohibition on erection of political signs more than 60 days prior to election day*]; Orazio v. Town of North Hempstead* (E.D.N.Y. 1977) 426 F.Supp. 1144 [invalidating ordinance limiting display of political signs to six weeks preceding election].)

Following Election: The courts historically have been much more tolerant of limitations requiring the removal of political signs following an election. (*Baldwin v. Redwood City* (9th Cir. 1976) 540 F.2d 1360 *cert. Den. Sub. Nom. Leipzig v. Baldwin* (1977) 431 U.S. 913, 97 S.Ct. 2173, 53 L.Ed.2d 223) [upholding requirement that signs be removed within ten days following election].)

Limits on Location and Size:

Cities have historically enjoyed substantial freedom to regulate where and how on public property political signs may be displayed. (*Taxpayers for Vincent*, 466 U.S. 789 [finding advancement of aesthetic values sufficient to justify absolute prohibition on posting of political signs on public property]. *Candidates' Outdoor Graphic Service v. City and County of San Francisco* (N.D.Cal. 1983) 574 F.Supp. 1240)(upholding San Francisco ordinance prohibiting all temporary signs on public property, except on lamp posts and utility poles, where each pole may hold one copy of a particular sign without reference to content)(signs limited to eleven inches in height and required to conform to shape of pole, so may not be longer than pole's circumference).

Regulating the posting of political signs on private property is a much more difficult question. Much of the following discussion focuses on limitations to the posting of political signs, with the primary effect upon signs displayed on private property.[iv]

Limits on How Displayed—Number of Signs per Candidate, Number of Signs per Property, Size of Signs, Height of Signs and Aggregate Area:

The law appears to be reasonably clear that limitations on the number of signs to be posted by a candidate and the number of signs that can be posted upon a single piece of property are unconstitutional. (*Baldwin v. Redwood City*, 540 F.2d at 1369 [prohibiting regulation of the total number of signs for a given candidate].) By analogy, an attempt to require that two signs for the same candidate be separated by some distance, say 100 feet apart, would also appear to be unconstitutional because the effect would be to limit the total number of signs a candidate can post. Prohibiting more than one candidate from posting a sign on a given support would also seem likely to cause a constitutional problem.

Reasonable regulations on the size of individual signs appear to be constitutionally permissible. (*Id.* At 1368 [limiting individual signs to a maximum of sixteen square feet].) Similarly, height restrictions have also been sanctioned (*Candidates' Outdoor Graphic Service v. City and County of San Francisco* (N.D.CA. 1983) 574 F.Supp. 1240 [upholding ordinance limiting size of political signs placed upon lamp posts and utility poles to eleven inches in height]), so long as the size limits do not so restrict political expression as to foreclose effective exercise of free speech. *(Verrilli v. Concord* (9th Cir. 1977) 548 F.2d 262, 265, *mod.* 557 F.2d 664.)

Limitations upon the aggregate area of political signs displayed on a single property appear to be permissible under certain circumstances. In *Baldwin* the Redwood City ordinance limited the aggregate area of signs on a single parcel to 80 square feet in order to reduce accumulation of debris (540 F.2d at 1369.) Although the court found this interest "attenuated," it thought the burden imposed on free speech so minimal that the restriction passed scrutiny. (*Id.)* Similarly, in *Verrilli* the court indicated that an aggregate area restriction of 64 square feet might have been found constitutional if the city had identified substantial public interests that could not have been protected by less restrictive regulations. (548 F.2d at 265.) The City of Concord did not make the necessary showing, however. (*Id.)*

Licensing and Permits:

Once a city determines to regulate political signs, a regulatory mechanism needs to be established. Licensing and permit schemes come immediately to mind, especially since those types of schemes are frequently used for regulation of commercial signs. Permit schemes may be constitutional, so long as the process is operated with clear, content-neutral guidelines. Official discretion will render the scheme unconstitutional. (*Hynes v. Mayor of Oradell* (1976) 425 U.S. 610, 96 S.Ct. 1755, 48 L.Ed.2d 243; *Desert Outdoor Advertising v. City of Moreno Valley* (9th Cir. 1996) 103 F.3d 814; *ACORN v. City of Tulsa* (10th Cir. 1987) 835 F.2d. 735; *Gonzales v. Superior Court* (1986) 180 Cal.App.3d 1116, 1124.)

In the political-speech context a time-consuming prior approval process is probably impermissible in most cases. *Desert Outdoor Advertising*, 103 F.3d at 818. The desire to regulate signs on private property may also lead to problems if the city attempts to require a candidate to provide a written consent from each private property owner prior to issuance of a permit to post. In any event, the consent problem can be alleviated by establishment of a "notice prior to removal" procedure, that can be implemented following a complaint by the private property owner. The question of permit fees, bonds and other security to ensure removal is discussed below.

Removal Procedures:

The law is clear that pre-election summary removal/seizure procedures are unlawful, absent some exigent public health or safety justification. At a minimum, the city must given notice to the candidate and/or owner of the sign, prior to removal and provide the candidate a reasonable opportunity to remove the signs prior to agency action. An adversary hearing or expedited judicial procedure is unnecessary, but notice and an opportunity to respond to the allegation or to remove the sign must be given. (*Baldwin*, 540 F.2d at 1373-74; *Verrilli*, 548 F.2d at 264.)

Post-election removal does not appear to present major constitutional problems. The Redwood City ordinance at issue in *Baldwin* gave candidates ten days following the election to remove their signs. Failure to remove a sign in a timely manner was evidence of abandonment, which resulted in summary removal of the signs without notice. This practice was approved by the court. (540 F.2d at 1374-75.)

Cost of Removal:

The major problem associated with post-election cleanup of political signs is ensuring that someone will be motivated to perform the act. Pre-posting license fees, bonds, security deposits, nonrefundable or even refundable removal fees will not be found constitutional unless the provisions are narrowly drawn and bear some relation to the actual cost of enforcing the ordinance or removing the sign. (*Baldwin*, 540 F.2d at 1371-72 [$5 per sign refundable "removal deposit" invalidated as disproportionately burdensome because fee bore no relation to the actual cost of removal]; *Verrilli*, 548 F.2d at 264 [$100 cash bond held unconstitutional under reasoning of *Baldwin*].) *But see Candidates' Outdoor Graphic Service*, 574 F.Supp. at 1242 n.4 (plaintiffs conceded the validity of the removal provisions of San Francisco's ordinance).

A number of cities have or have had cost-recovery provisions for those situations where signs have to be removed by city employees, but it is not clear how many of these provisions are actually being enforced. *E.g.*, the City of Los Angeles, *see Taxpayers for Vincent*, 466 U.S. at 791 n.1 ("Any hand-bill or sign found posted, or otherwise affixed upon any public property contrary to the provisions of this section may be removed by the Police Department or the Department of Public Works. The person responsible for any such illegal posting shall be liable for the cost incurred in the removal thereof and the Department of Public Works is authorized to effect the collection of said cost."); the City of San Francisco, *see Candidates' Outdoor Graphic Service*, 574 F.Supp. at 1241 n.3 ("If the City incurs any expense in removing signs posted on lamp posts and utility poles because they were posted in violation of any of the provisions of subsection (b) or were not removed within 30 days of the posting date, the person responsible for such posting may be billed as provided in Section 677.1 and, if such bill is not paid as required by that section, is subject to payment of a civil penalty as provided by Section 677.2.").

Findings Requirement:

In all situations adopting regulations imposing limitations on First Amendment speech rights, not just in cases regulating sexually-oriented businesses, cities must adopt legislative findings justifying limitations on First Amendment speech rights. Failure to do so will result in invalidation of the ordinance. *City of Cincinnati v. Discovery Network* (1993) 507 U.S 410, 417 (city's failure to address its recently developed concern about newsracks by regulating their size, shape, appearance or number was fatal defect); *Taxpayers for Vincent*, 466 U.S. at 794 n.6 (findings); Desert *Outdoor Advertising*, 103 F.3d at 819 (failure to adopt statement of purpose was fatal); *Verrilli*, 548 F.2d at 265(no attempt made to justify subsequently invalidated. ordinance); *Candidates Outdoor Graphic Service*, 574 F.Supp. at 1244 n.6 (good findings supported ordinance). *See Estevanovich v. City of Riverside* (1999) 69 Cal.App.4th 544, 554-57 *opin. Modified, no change in judgment*, __ Cal.App.4th __ (February 9, 1999)(court observed that legislative history indicated city council hadn't considered "legislative purpose" alleged after the fact)[v].

The Interaction of Regulation of Political Signs With Other Sign Regulations

A number of complexities have been introduced by the cases following in the wake of *Metromedia* and *Taxpayers for Vincent*. One can no longer look solely to narrow cases dealing only with political signs. The sign industry is taking an increasingly active role in challenging cities with restrictive sign ordinances. And the industry has been very successful.

In *National Advertising v. City of Orange* (9th Cir.1988) 861 F.2d 246, the city's sign ordinance banned all "offsite" signs, both commercial and noncommercial. The Ninth Circuit upheld the city's ban on offsite commercial signs, but invalidated the noncommercial restrictions. The city's ordinance contained eleven categories of exemptions, including the clearly noncommercial categories of governmental signs and temporary political signs. The Court of Appeal reasoned that inclusion of these categories would require enforcement personnel to undertake content-based discrimination between varying types of noncommercial signs. Thus, the ordinance was invalid as to its regulation of noncommercial speech. *Id*. at 249.

City of Cincinnati v. Discovery Network (1993) 507 U.S. 410 did little to improve an already muddled situation. In *Discovery Network* the Court held that a city ordinance banning commercial handbills which did not also apply to newsracks containing "newspapers" was not a "reasonable fit" under *Board of Trustees of the State University of New York v. Fox* (1989) 492 U.S. 469, between the city's legitimate interest in safety and aesthetics and the means chosen to serve that interest. Therefore, because the ordinance was not content-neutral, it did not constitute a valid "time, place and manner" restriction on speech rights.

Potentially the most important, and certainly the least understood, aspect of *Discovery Network* is the cryptic footnote 11, which stated:

> "While the Court of Appeals ultimately applied the standards set forth in Central Hudson and Fox, its analysis at least suggested that those standards might not apply to the type of regulation at issue in this case. For if commercial speech is entitled to 'lesser protection' only when the regulation is aimed at either the content of the speech or the particular adverse effects stemming from that content, it would seem to follow that a regulation that is not so directed should be evaluated under the standards applicable to regulations on fully protected speech, not the more lenient standards by which we judge regulations on commercial speech. Because we conclude that Cincinnati's ban on commercial newsracks cannot withstand scrutiny under Central Hudson and Fox, we need not decide whether that policy should be subjected to more exacting review."

Is the Court, by means of this footnote, trying to forshadow the ultimate overruling of the *Central Hudson* doctrine? If so, what will be the consequences for city sign regulation schemes grounded in the *Metromedia* distinction between banning off-site commercial speech, while permitting noncommercial speech? See Rappa v. New Castle County (3d Cir. 1994) 18 F.3d 1043, 1074 n.54 ("The Discovery Network Court thus undermines the Metromedia plurality's implication that a law banning commercial signs but not non-commercial signs would be constitutional. But, in any case, it seems fairly clear after Discovery Network that it is unconstitutional to ban commercial speech but not non-commercial speech – at least absent a showing that the commercial speech has worse secondary effects.")

In *Outdoor Systems v. City of Mesa* (9th Cir. 1993) 997 F.2d 602, the sign ordinances of the cities of Mesa and Phoenix, Arizona, were challenged. Both ordinances permitted "on-site" commercial signs. Mesa prohibited off-site commercial, while Phoenix severely limited off-site commercial signs to a few, predominately industrial, zones. After the litigation commenced, the cities adopted a "substitution clause," which allowed noncommercial signage to replace any authorized commercial sign.[vi]

The ordinances were upheld, because the subsequently-enacted "substitution clause" made the ordinances content neutral as between commercial and noncommercial speech, although the ordinances distinguished between on-site and off-site commercial speech. *Id.* at 611.

In *Desert Outdoor Advertising v. City of Moreno Valley* (9th Cir. 1996) 103 F.3d 814, the City of Moreno Valley's sign ordinance permitted only commercial speech on "on-site signs." Off-site signs were permitted in only three zones, principally manufacturing zones. Noncommercial political speech was permitted

only on off-site signs, in the limited zones. In addition, the city's ordinance required a conditional use permit for all off-site signs; the permit was to be issued upon a discretionary finding that approval of the permit was in the best interest of the public health, safety and welfare. The sign ordinance provisions for off-site signs included exemptions for the following types of signs: official notices; public notices; directional, warning and information signs; real estate "for sale, lease or rent signs; city boundary signs; and civic, fraternal or religious signs at the city's boundaries.

The ordinance was invalidated for several reasons: it contained a standardless CUP requirement; it failed to provide findings establishing a substantial governmental interest in regulating commercial speech; it imposed greater restrictions upon noncommercial than upon commercial speech; and certain noncommercial exemptions were content-based and not supported by a compelling governmental interest. *Id.* at 821.

City of Ladue v. Gillio (1994) 512 U.S. 43 is a case of limited scope. The small town of Ladue, a suburb of St. Louis, Missouri, has a population of about 9,000. Only 3% of the city is zoned for commercial or industrial use. During the 1990 Gulf War, a resident of Ladue, Margaret Gillio, desired to post anti-war signs on her front law. A city ordinance prohibited homeowners from displaying any signs on their property except for "residence identification" signs, "for sale" signs and signs warning of safety hazards. Commercial establishments, churches and nonprofit organizations were permitted to erect certain signs not permitted at residences.

The Supreme Court invalidated Ladue's ordinance in an opinion joined by all justices except Justice O'Connor, who concurred in the result. In reviewing the Court's prior decisions, Justice Stevens, writing for the Court, identified two analytically distinct grounds for challenging the constitutionality of municipal ordinances regulating the display of signs. One is a measure that in effect restricts too little speech because its exemptions discriminate on the basis of the signs' messages. Alternatively, sign ordinances are subject to attack on the ground that they simply prohibit too much protected speech. 512 U.S. at 50-51. Justice Stevens reviewed the effect of Ladue's ordinance, which prohibited all neighborhood comment on political, religious or personal matters. The Court was simply unconvinced that adequate "alternative channels of communication" were available to the residents of Ladue once the important medium of yard signs had been closed off.

Foti v. City of Menlo Park (9th Cir. 1998) 146 F.3d 629 is a recent Ninth Circuit opinion that invalidated a Menlo Park ordinance banning all signs on public property, except for certain exempt categories of signs. The exemptions for temporary "open house" real estate signs, signs placed by government entities, and safety, traffic and public informational signs. The Ninth Circuit had no difficulty in determining that the exemptions were content-based, "because a law

enforcement officer must read a sign's message to determine if the sign is exempted from the ordinance." 146 F.3d at 636.

In invalidating the Menlo Park ordinance the Ninth Circuit noted that it was "troubled by the wholesale exemption for government speech." *Id.* at 637. Because the plaintiffs failed to respond to the district court's request that they brief the question whether the government speech exemption was content-based under the First Amendment or speaker-based under an Equal Protection analysis, the government-exemption issue was not decided in *Foti*. And in a continuing reminder of the need to adopt strong finding justifying the imposition of restrictions on speech, the district court in *Foti* also noted that it needed fuller explanations of the city's justification for the wholesale government exemption. *Id.*[vii]

Severability

City attorneys have long assumed that the severability clause adopted as part of most ordinances will have some prophylactic effect in the event that a reviewing court finds a portion of a local sign ordinance constitutionally infirm. Unfortunately, there is no guarantee that this will be the case. Two cases serve to drive this point home: *Desert Outdoor Advertising* and *Rappa*. In *Desert Outdoor Advertising*, the Ninth Circuit sustained a challenge brought by billboard companies against Moreno Valley's sign ordinance.

The Moreno Valley ordinance under attack in *Desert Outdoor Advertising* contained a standard "severability" clause.[viii] It is the conventional wisdom among city attorneys that the severability clause will save the remainder of a partially-invalidated ordinance. Sadly, this appears not to be the case, at least when the challenged regulations restrict speech rights. *The Moreno Valley* court struck the entire ordinance, because "the balance of the ordinance [could not] function independently after [the court struck] the unconstitutional provisions. *Id.* While this is a traditional statement of how courts operate in deciding whether to invoke a severability clause (*National Advertising*, 861 F.2d at 249-50), the law in fact appears to be more complex.

In contrast to the Ninth Circuit's action in *Desert Outdoor Advertising*, the Third Circuit's decision in *Rappa* employed the severability doctrine in a different way. The *Rappa* court struck down an entire subchapter of the challenged Delaware statute, which generally prohibited signs within 25 feet of the right-of-way line of any public highway. 18 F.3d at 1051. The court was faced with the alternative of merely eliminating an exception allowing signs "announcing a town, village or city and advertising itself or its local industries, meetings, buildings, historical markers, or attractions." *Id.* at 1052.

The court noted that "[e]liminating the offending exception would mean that we would be requiring the State to restrict more speech than it currently does. All

existing restrictions would apply, plus there would be a restriction on signs advertising local industries and meetings. . . Thus, we hold that the proper remedy for content discrimination generally cannot be to sever the statute so that it restricts more speech than it did before – at least absent quite specific evidence of a legislative preference for elimination of the exception." *Id.* at 1072-73. The court then invalidated the entire subchapter of the code that restricts speech rather than eliminating an exception that allowed speech. *Id.* at 1074.

There are a number of unpleasant consequences that result from judicial invalidation of a sign ordinance. First and foremost the city is left without regulatory ability until such time as it can adopt a new ordinance. Second, a successful challenger of the ordinance may acquire a vested right to certain type of existing or proposed signage. Third, if the court has refused to invoke the invalidated ordinance's severability clause, the unintended consequences may be quite broad. The city's ability to limit signs of all types may disappear, literally overnight. Finally, the governmental officials who enacted and enforced the constitutionally-infirm ordinance may have personal liability exposure.

Qualified Immunity

Once again *Desert Outdoor Advertising* and *Rappa* are particularly instructive. In *Desert Outdoor Advertising* the district court granted judgment on the pleadings to several city officials, on a theory of qualified immunity. Those officials had attempted to enforce the city's sign ordinance against a billboard that had been constructed prior to incorporation of the city and without city or county permits. (The city's sign ordinance was based on a similar pre-existing county ordinance.)

Government officials performing discretionary acts are shielded from personal civil liability so long as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald (1982) 457 U.S. 800, 818. The *Desert Outdoor Advertising* court reversed the district court's grant of qualified immunity:

> "For over fifty years, it has been clearly established that a licensing scheme is impermissible if it allows officials unfettered discretion to impose prior restraints on speech. . . . Furthermore, the Supreme Court's decision in Metromedia and our holding in National Advertising make it clear that a City cannot impose greater restrictions on commercial speech than on noncommercial speech, and cannot regulate noncommercial speech on the basis of content. Because the City officials, in attempting to enforce the ordinance, violated clearly established constitutional rights of which a reasonable person would have known, they are not entitled to qualified immunity."

103 F.3d at 821.

In contrast to the *Desert Outdoor Advertising* court's refusal to affirm a grant of qualified immunity, the *Rappa* court reversed the district court's denial of summary judgment motions for qualified immunity. The court's decision to grant qualified immunity was based, at least in part, on the court's conclusion that *Metromedia*, because of its splintered reasoning, failed to establish a clear, binding standard by which to evaluate statutes regulating outdoor advertising. 18 F.3d at 1077-78.

Public officials acting in the Ninth Circuit should take little comfort from the *Rappa* decision. Of all the circuits, the Ninth Circuit is by far the most conservative in granting qualified immunity.

Conclusion

Crafting a constitutionally-valid sign ordinance that is effective in regulating what cities believe to be major problems with signage is a very challenging task. In order to avoid running afoul of the numerous constitutional pitfalls, many desired regulations will have to be discarded.

The consequences of an invalid sign ordinance are broad. Public officials in cities that overreach may face personal liability for adopting or enforcing unconstitutional ordinances. And the city attorney who failed to advise the liable officials of the potential pitfalls will also be in harm's way, whether as an individual defendant in the lawsuit challenging the sign ordinance's constitutional validity, or in the court of personal esteem with the attorney's public clients.

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[i] The starting point for this paper is another city attorneys' paper: M. Katherine Jenson & John L. Fellows III, "Avoiding Section 1983 Liability for Regulation of First Amendment Rights: Signs, Newsracks, Cable TV, Solicitation, Day Workers, Council Meetings, Local Campaigns, Elections and More" (1991 Continuing Education Seminar for Municipal Attorneys – Emerging Trends in Section 1983 Liability). Since the presentation of that earlier paper, the state of the law has become even more restrictive. For example, in 1991, many city attorneys, including this author, viewed the regulation of political signs as a particular subset of sign regulation generally. Today, it is apparent, particularly in the Ninth Circuit, that regulation of political signs is interrelated with all other aspects of sign regulation, and that a defect anywhere in a city's signage regulatory scheme may cause the entire scheme to be held unconstitutional.

[ii] Justice Rehnquist observed that it was difficult to divine what principles, if any, from Metromedia became the "law of the land," because "the Court's treatment of the subject [was] a virtual Tower of Babel, from which no definitive principles [could] be clearly drawn." *Id.* At 569 (Rehnquist, J, dissenting).

[iii] "[N]o person shall paint, mark or write on, or post or otherwise affix, any hand-bill or sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamp post, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or telephone or telegraph or trolley wire pole, or wire appurtenance thereof or upon any fixture of the fire alarm or police telegraph system or upon any lighting system, public bridge, drinking fountain, life buoy, life preserver, life boat or other life saving equipment, street sign or traffic sign.." Los Angeles Municipal Code § 28.04.

[iv] Private CC&Rs may provide an additional avenue for regulation of political signs on private property, but one that is beyond the scope of this discussion.

[v] *Estevanovich* should be required reading for every city attorney. The Court appeared to go out of its way to highlight what it perceived to be the city attorney's failures with respect to presentation of the ordinance, beginning

with the fact that the ordinance, which was drafted by a police officer, was recommended to the city council by the city attorney. The acting city attorney's report to the council omitted discussion of the constitutionally infirm provisions. 69 Cal.App.4th at 547-48. Given the scope of potential individual liability for enacting or attempting to enforce facially invalid sign ordinances (see the discussion below), city attorneys should pay careful attention to the drafts of ordinances prepared by the agency's operating departments.

[vi] There was no mention of any exemptions for some types of off-site signage.

[vii] In addressing another aspect of the Menlo Park ordinance, a limitation on the number and size of signs that may be carried by a picketer, the court noted *Verrilli* and *Baldwin*, in a manner that strongly suggests they are still good law. 146 F.3d at 640.

[viii] "It is the intention of the City Council in adopting this ordinance that each provision, section, sentence, clause and phrase shall be given effect and enforced to the extent legally possible without regard to whether any other provision, section, sentence, clause or phrase is found to be invalid or unenforceable." 103 F.3d at 821.

APPROVAL OF MEETING MINUTES FROM 9/10/24

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL

511 Main Street | Dunstable, MA

Town of Dunstable Board of Selectmen
Meeting Minutes

Tuesday, September 10, 2024

In attendance: Chair Leah Basbanes, Vice Chair Kieran Meehan, Select Board Member Ron Mikol, Town Administrator Jason Silva, Executive Assistant Sue Fayne

The meeting was called to order at 5 PM by Chair Basbanes.

Public Comment

There were no public comments.

Tax Aid Committee

Chair Basbanes briefly reviewed the charge for the committee, taken from section 3D:

"In any city or town establishing an aid to the elderly and disabled taxation fund, there shall be a taxation aid committee to consist of the chairman of the board of assessors, the city or town treasurer and three residents of the city or town to be appointed by the mayor or board of selectmen as the case may be. Said board shall adopt rules and regulations to carry out the provisions of this section and to identify the recipients of such aid."

Chair Basbanes and the Board were very encouraged and excited for the eagerness and new resident interest expressed for this important Committee. As stated in Section 3D, in addition to the Chairman of the Board of Assessors and Treasurer, the committee also consists of 3 resident appointments. We had 5 residents' express interest, one did withdraw from consideration due to schedule, and the remaining 4 residents were present.

TA Silva clarified that this would be an ongoing commitment to initially put together the rules and regulations defining how they would distribute the funds. They would be responsible, moving forward, on the decisions of distributing funds.

The Board then asked the 4 residents to introduce themselves and their interest in the committee.

Nikole Roth introduced herself. She's a retired critical care nurse and an animal behaviorist. She works with the ASPCA and enjoys volunteer work for both animals and people. She states she's an advocate for Senior Citizens, who after 40 years of working with veterans and the elderly who can't afford their medications, she has a strong interest in programs to help people.

Erica Flynn then greeted the Board and expressed her interest in the Committee because it was one of the items she brought up previously as a suggestion to the Board. She has been a financial analyst for 20 years and was in accounting before that. She's been very active in town boards/committees. Erica also inquired how she (and others) could donate to the Elderly & Disabled Tax Aid fund if a mortgage company or leasing company pays the Real Estate & Excise taxes directly. Any resident can donate via a check payable to the Town of Dunstable and drop it off at Town Hall or mail it.

Lori Brooks introduced herself. She said she's a lifelong resident of Dunstable and is interested in helping others. When she saw this committee, she thought it would be a good fit. She's worked for the government for 38 years.

Anne Farina wrapped things up. She has been active for many years in Town Government, serving as the Dunstable Town Moderator for 10 years, and multiple terms on the Planning Board. Anne has been an attorney since 1989, and she currently works for a financial services company. She thinks she can bring value to the committee because developing rules & regulations is what she does today full time, and she stated that she is suited well for the committee work.

Vice Chair Meehan suggested choosing 3 and having an alternate member. He thought this would be beneficial in case someone's schedule gets busy. He also suggested this person wouldn't have voting power but be a part of the committee.

TA Silva clarified that the law doesn't allow for an alternate member.

Chairman Basbanes, with appreciation for the genuine interest from everyone, would like to see 3 people that aren't currently on other Boards to serve on this committee. She values Erica's contributions to the community and would make her an alternate if the Board could.

Vice Chair Meehan and Selectman Mikol both agreed with Chair Basbanes, with gratitude to Erica for all she does for the town, they also support Nikole Roth, Lori Brooks & Anne Farina as the 3 members of the committee.

Joan Simmons asked how much money was in the account and TA Silva stated approximately $250.

On a motion from Selectman Mikol and seconded by Vice Chair Meehan, it was voted to appoint the following three residents to the Taxation Aid Committee for a term that expires on June 30, 2025: Anne Farina, Nikole Roth, and Lori Brooks. The vote was unanimous.

Approval of Meeting Minutes from August 13, 2024*

The meeting minutes from August 13, 2024 were presented to the Selectboard for review. There were no changes or updates requested.

On a **motion** from Selectman Mikol and **seconded** by Vice Chair Meehan it was **VOTED** to approve the meeting minutes from August 13th, 2024. **The vote was unanimous.**

Call Special Town Meeting – November 18, 2024*

TA Silva requests to Open the Warrant for a Special Town Meeting on Monday, November 18, 2024 at 7pm. The date is suggested to keep the Town Meeting on a Monday, which is regular practice, and with November 11th being a Holiday, and the week after the 25th being the week of Thanksgiving, it seemed to be the best option. After a brief discussion on the timing of the date, a **motion** was made by Selectman Mikol and **seconded** by Vice Chair Meehan, and it was **VOTED** to open the warrant for the Special Town Meeting scheduled for Monday, November 13, 2024 at 7 PM on Wednesday, September 11, 2024 and to close the Special Town Meeting Warrant on Monday, October 21, 2024 at 4 PM. **The vote was unanimous.**

TA Silva pointed out that the very rough draft of the warrant is included in the meeting packet with some substantive articles included. Town Counsel has not reviewed the warrant yet, but the subject matter is expected to largely remain the same.

Appointments: MPIC Designee from Economic Development Committee*

The Master Plan Implementation Committee recently lost an Economic Development representative due to the resignation of Kate McNutt a few months ago. Kathy Sniezek volunteered to represent the Economic Development Committee.

On a **motion** from Selectman Mikol and **seconded** by Vice Chair Meehan, it was **VOTED** to appoint Kathy Sniezek to the Master Plan Implementation Committee as the representative of the Economic Development Committee for a term to expire June 30, 2025. **The vote was unanimous.**

Tax Abatement for David Simmons on the property located at 100 Simmons Way*

In 2018, a land donation was accepted by the town, which became known as 100 Simmons Way, and the town also entered into a Life Estate agreement with Mr. David Simmons for the property at 114 Pleasant St. The Town took possession of the property in the last 2 months of FY2019, however the town never stopped assessing the Real Estate taxes to the former owner of the property. The former owner, Mr. Simmons, has been paying real estate taxes on the property since 2019. Based on the assessor's calculations and recommendation, over that period of time Mr. Simmons paid $19,926.72 in taxes which should be abated. Assessing sought guidance from the state on how to handle this and,based on their recommendation, the next step is for the Selectboard to request the Board of Assessors to abate the taxes paid and, following this vote, the Board of Assessors must vote to issue the refund in this amount.

Mr. Simmons will be reimbursed in a lump sum payment. These funds will be paid for from the Town's overlay which is funded annually and is funded for this purpose. This is an unfortunate situation that occurred resulting in an overpayment of taxes by Mr. Simmons for land he did not own.

Resident Sue Psaledakis suggested to the Board that a letter be sent to Mr. Simmons to apologize for the error. The Board agreed to that idea once the issue is resolved.

On a **motion** from Selectman Mikol and **seconded** by Vice Chair Meehan, it was **VOTED** to request the Board of Assessors grant real estate abatements in the amount of $19,926.72 on the property located at 100 Simmons Street (17-53-2), due to an inadvertent clerical error caused by the land use code not being changed to exempt and, therefore, erroneously generating real estate tax bills in David Simmon's name after the Town had taken ownership of the property. **The vote was unanimous.**

ARPA Reallocation Proposal*

TA Silva explained that the proposal is to reallocate $19,966.18, currently allocated for a variety of projects that have mostly been completed and cost less than estimated, to other necessary projects. He then reviewed the projects proposed to be completed with the available funds.

On a **motion** from Selectman Mikol and **seconded** by Vice Chair Meehan, it was **VOTED** to reallocate a total of $19,966.18 of previously approved ARPA allocations as listed below.

Current Allocation:

Purpose	Balance
Select Board Newsletter	$25.54
ARPA Reporting and Compliance	$9,520.00
IT Upgrades	$620.92
Election Ballot Drop Box	$355.88
Town Hall Electrical	$68.73
Fire Electrical	$4,877.87
Fire HVAC	$350.00
Gov Services Remote, Laptops	$2,236.92
Police Vests	$1,062.23
Police Cruiser	$713.09
Salt Shed Roof	$135.00
Total	**$19,966.18**

Proposed Reallocation:

Purpose	Balance
General IT	$2,000.00
Vital Records	$1,000.00
Newsletter	$2,100.00
Fire Reporting System Upgrade	$5,000.00
Town Hall Air Handling Unit	$9,866.18
Total	**$19,966.18**

The vote was unanimous.

Designation of the Union Building Designer Services Evaluation and Selection Committee*

As part of the procedures adopted by the board in July, which is a State requirement, the approving body (Select Board) is to appoint a body to perform the designer services search and evaluation for the exterior of the Union Building, and make recommendations to the Select Board. The recommendation before the Select Board tonight is for the Union Building Committee to be that body. The evaluation & selection committee will make a recommendation to the Select Board for the top 3 proposals, and the Select Board can then review the top 3 proposals and based on the recommendations of the committee, make a selection.

On a **motion** from Selectman Mikol and **seconded** by Vice Chair Meehan, it was **VOTED** to designate the members of the Union Building Rehabilitation Committee as the Designer Services Evaluation and Selection Committee to conduct the designer selection process for the restoration of the Union School Building. **The vote was unanimous.**

Joan Simmons asked if the RFP is out yet - yes and proposals are due on September 25, 2024. TA Silva is very encouraged with the interest so far.

Alan Chaney had questions regarding the recently approved Sign policy. TA Silva explained that the policy was drafted by staff and reviewed by Town Counsel. In summary, it states that private signs are not allowed on Town Property under the purview of the Select Board. Property under the control of the Cemetery Commission, Conservation Commission, Town Forest are not included. Vice Chair Meehan stated that it's important to take a commonsense approach to how we are enforcing the policy. It would be fiscally irresponsible to have someone monitoring town-owned land.

Mr. Chaney inquired that boards that are not covered by the policy would need to also adopt a policy of their own. It was stated that they could use the language in the current policy, which is already approved. The Select Boards office will send a copy of the policy to Cemetery, Conservation, Town Forrest, and Roads for their information and consideration.

The meeting was adjourned at 6: 15PM.

Respectfully Submitted,

Sue Fayne
Executive Assistant

EXEMPTION OF PUBLIC DRINKING BY-LAW

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

PUBLIC DRINKING BYLAW

(HISTORY: Adopted April 19, 1977 ATM Article 20)
(Amended September 24, 1979 STM Article 1; Approved by Attorney General
December 14, 1979)

No person shall drink any alcoholic beverage as defined in Chapter 138 of the Massachusetts General Laws or have in his possession any open container containing such alcoholic beverage while on, in or upon any public way or upon any way to which the public has a right of access, or any public common, park, land or playground, or any place to which members of the public as invitees or licensees, without the consent of the Board of Selectmen; or any private land or place, with the consent of the owner or person lawfully in control of such private land or place. All alcoholic beverages being used in violation of this ordinance shall be seized and safely held until final adjudication of the charges against the person or persons arrested or summoned before the court, at which time they shall be returned to the person entitled to lawful possession. Whoever violates this bylaw shall be punished by a fine of not more than fifty dollars.

ONE DAY LIQUOR LICENSE

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information — **Please Print Legibly**

Business/Organization Name: Thebeerguy112

Address: 21 MOUNTAIN VIEW

City/State/Zip: S.HADLEY MA 01075 Phone #: 4139234894

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with _____ employees (full and/or part-time).*
2. ☑ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☑ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. #_____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: 9/5/24

Phone #: 4139234894

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (check one):

1. ☐ Board of Health 2. ☐ Building Department 3. ☐ City/Town Clerk 4. ☐ Licensing Board
5. ☐ Selectmen's Office 6. ☐ Other _____

Contact Person: _____ **Phone #:** _____

9/5/24

OFFICE OF THE
BOARD OF SELECTMEN
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 X224
e-mail selectmen@dunstable-ma.gov



TOWN OF DUNSTABLE
SPECIAL ONE DAY LIQUOR LICENSE
EMERGENCY CONTACT INFORMATION

Date: 9/5/24

Business/Nonprofit Name: Thebeerguy LLC

Manager: DAVID CAPRIATI

Address: 21 MOUNTAIN VIEW ST S.HADLEY MA 01075

Phone Number: 4139834894

Email: Thebeerguyllc@yAHoo.Com

Contact Name #1: DAVID CAPRIATI

Phone: 4139834894 Email: Thebeerguyllc@YAHoo.com

Contact Name #2: _____

Phone: _____ Email: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
First American Insurance Agency
PO Box 147
Chicopee, MA 01021

CONTACT
PHONE
A/C, No, Ext: (413) 592-4113 FAX A/C, No: (413) 592-6996
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: United States Liability Insurance
INSURER B: Hospitality Mutual Ins. Co.
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
The Beer Guy LLC
21 Mountain View Street
South Hadley, MA 01075

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		MCP104P3551	2/7/2024	2/7/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB						EACH OCCURRENCE	$
	EXCESS LIAB						AGGREGATE	$
	DED							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMP-LOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability	X		MCP104P3551	2/7/2024	2/7/2025	Per person	1,000,000
B	POLICY LIMIT	X		CPP2000004	3/9/2023	3/9/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

D90987

Related License:
THE BEER GUY
ABCC License Number: TR-LIC-006407
License Type: Transportation Permit

Approved by the Alcoholic Beverages Control Commission on February 07, 2024

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **TR-LIC-006407**
Record Number: **2024-000050-TR-REN**

THIS PERMIT WILL EXPIRE DECEMBER 31, 2024 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES

TIPS On Premise

CERTIFIED

Issued: 6/9/2021

Expires: 6/7/2025

ID#: 5486524

DAVID J CAPRIATI
21 Mountain View St
South Hadley, MA 01075-2133

For service visit us online at www.gettips.com
TIPS Trainer: Michael Zucco, 32510

TIPS® | 360 TRAINING™
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Gregory Mularski

is awarded this certificate for

TIPS Off-Premise Alcohol Seller Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	08/23/2024	08/23/2027	OFF-000034575022

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS Off-Premise

CERTIFIED

Issued: 08/23/2024
Certificate #: OFF-000034575022

Expires: 08/23/2027

Gregory Mularski
619 Broadway St
Chicopee MA 01020

TIPS | 360 TRAINING™

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

SMALL TOWNS COLLABORATIVE

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA


Small Towns
Where Country & Culture Meet
Explore the Heartland Experience
VISIT RURAL MASSACHUSETTS

experience countryside bliss

Nestled amidst the lush landscapes of Massachusetts lies the 1st Middlesex District, a picturesque haven offering a respite from the frenetic pace of urban living. Here, visitors are greeted by a tapestry of rolling farmlands, meandering trails, and quaint communities exuding a warm, welcoming charm.

OUR TOWNS



Our Towns

Lunenburg, MA, founded in 1728, blends colonial charm with scenic beauty. Its historic downtown, serene lakes, and tight-knit community offer a quintessential New England experience.

Lunenburg

Townsend, MA, a serene town with a rich history, offers a tranquil retreat amidst rolling hills and lush forests. With its welcoming community, scenic trails, and small-town charm, Townsend invites visitors to unwind and reconnect with nature.

Townsend

Ashby, MA, nestled in picturesque landscapes, is a quaint town steeped in history and natural beauty. With its charming rural character, scenic trails, and community spirit, Ashby offers visitors a tranquil escape from the bustle of modern life.

Ashby

Groton, MA, a historic town surrounded by scenic beauty, invites visitors to explore its charming streets and tranquil countryside. With its vibrant community, cultural heritage, and outdoor recreation opportunities, Groton offers a delightful escape into rural New England.

Groton

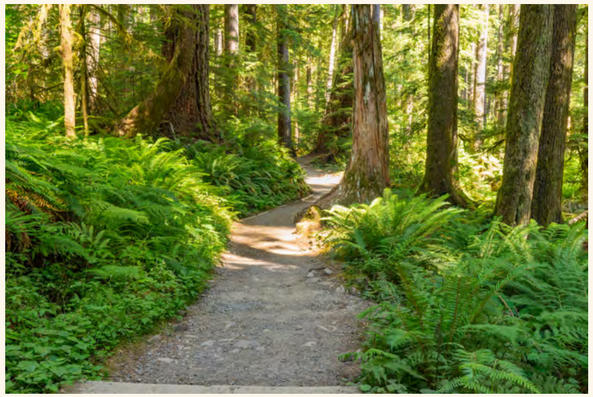
Pepperell, MA, nestled along the Nashua River, is a picturesque town boasting a blend of rural charm and natural beauty. With its quaint downtown, scenic trails, and tight-knit community, Pepperell offers visitors a peaceful retreat amidst idyllic landscapes.

Pepperell

Dunstable, MA, a hidden gem nestled in rolling countryside, offers a serene escape with its scenic beauty and historic charm. With its tranquil landscapes, friendly community, and outdoor recreational opportunities, Dunstable invites visitors to discover the tranquility of rural New England.

Dunstable

Lunenburg, Massachusetts



Open Space



Agriculture



Restaurant



Community

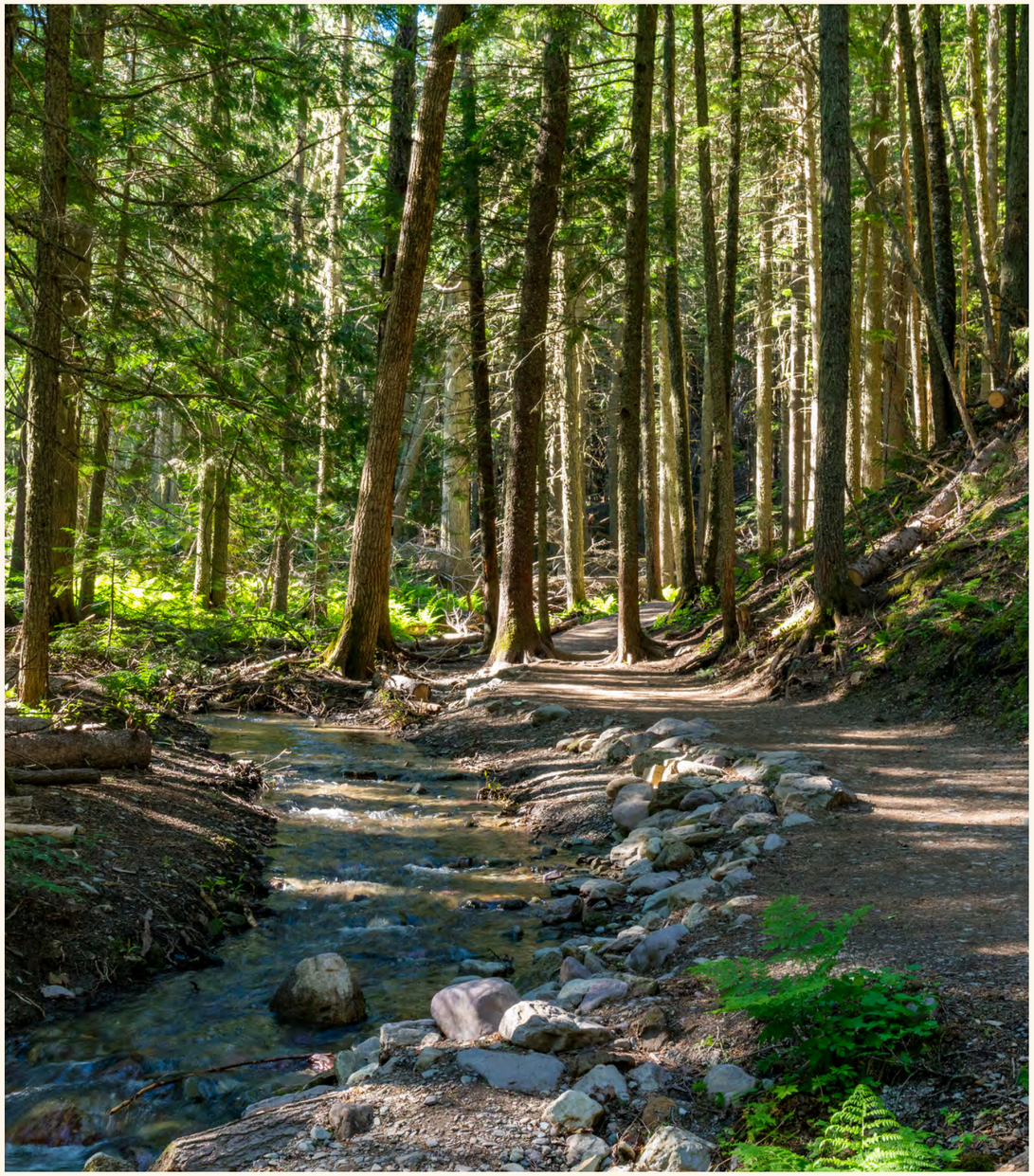
Location



https://www.google.com/maps/place/Massachusetts/@42.0314007,-73.0030218,8z/data=!3m1!4b1!4m6!3m5!1s0x89e3656de973bffd:0x45c6d03655830d1c!8m2!3d42.4072107!4d-71.3824374!16zL20vMDVrN3Ni?entry=ttu

Conveniently located just a stone's throw from Worcester and Nashua, and less than an hour from Boston, Manchester, and Keene, you're never far from the action. With easy access from major routes including Routes 3, 495, 2, 91, 93, and the Mass Turnpike, getting here is a breeze.

Escape the hustle and bustle without venturing too far; we're under three hours from New York City, Albany NY, and Burlington VT. Come and explore a region that offers affordability and endless family fun.



Reasons to Visit

Discover the heartland of New England right here in Central Massachusetts. Immerse yourself in our charming villages, where you can enjoy a plethora of activities including hiking, biking, canoeing/kayaking, antiquing, and exploring specialty shops. Dive into the local arts scene, visit working farms, and savor the flavors of locally grown produce, meats, and dairy.

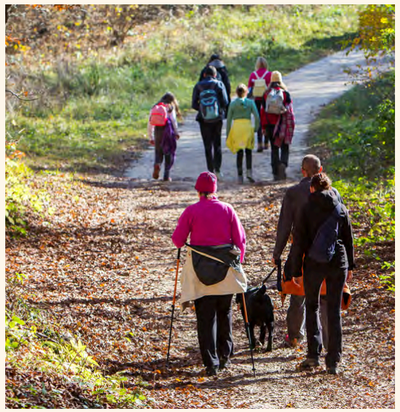
Uncover the rich history of the region, catch a performance at our world-class music center, and join in the festivities at our numerous free festivals. From fine dining to cozy diners, our restaurants cater to every taste.

Find Refuge in Rural Roots



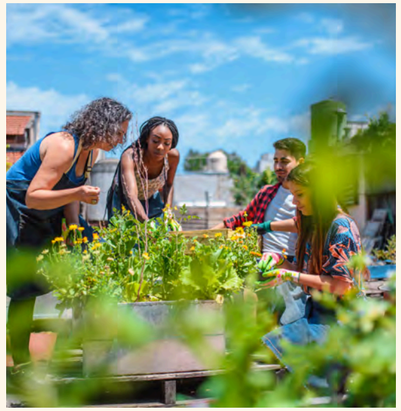
Agriculture

At the heart of the district's allure is its rich agricultural heritage, where family-owned farms dot the countryside, showcasing a bounty of fresh produce and artisanal goods. Visitors can immerse themselves in the rhythm of rural life, strolling through bustling markets brimming with seasonal delights or partaking in hands-on experiences at local farms.



Open Spaces

But the district's appeal extends far beyond its agricultural roots. Vast expanses of open space beckon adventurers to explore scenic hiking trails, meander along tranquil rivers, or indulge in leisurely picnics amidst nature's embrace. Whether it's a peaceful stroll through verdant meadows or an exhilarating hike to panoramic vistas, there's no shortage of opportunities to reconnect with the great outdoors.



Community

Yet, what truly sets the 1st Middlesex District apart is its vibrant sense of community. Anchored by tight-knit towns and bustling main streets lined with mom-and-pop shops, the district pulsates with a spirit of camaraderie and inclusion. From lively community events celebrating local traditions to cozy gatherings at charming cafes, visitors are invited to experience the warmth and hospitality that define rural life.



Urban Escape

In a world dominated by hustle and bustle, the 1st Middlesex District offers a sanctuary of calm and tranquility. Here, amidst the idyllic landscapes and genuine hospitality, visitors can escape the chaos of urban living and immerse themselves in the simple pleasures of rural charm. Whether seeking adventure or serenity, the district's allure lies in its ability to transport visitors to a world where time slows down, and the beauty of nature and community reign supreme.

Rural Haven



Find Out What's Happening

https://www.visitnorthcentral.com/events/

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Charter/Spectrum Franchise Agreement

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

From: Winchenbach, Shelley J
To: Jason Silva
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft
Date: Wednesday, September 4, 2024 4:06:21 PM
Attachments: image001.png

Sounds good, Jason! Thank you so much!

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Wednesday, September 4, 2024 3:26 PM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

> CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Thanks, Shelley. This needs Select Board approval so I'll plan to share it with them for their consideration, likely on September 24. Will be in touch.

Jason Silva
Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

---

From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Tuesday, September 3, 2024 9:47 AM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Hi Jason, I apologize for my late response being on vacation last week. Attached is a clean document with $1,200 instead of $600. Please review and let me know if there are any further questions. If the agreement is satisfactory, please sign, scan and return to me via email at your convenience. Thanks so much!

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Monday, August 26, 2024 5:34 PM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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> attachments, clicking links, or following guidance.

Yes, it's a 5 year. That works.

Jason Silva
Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

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From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Friday, August 23, 2024 12:56 PM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Hi Jason, see my reply to your questions below in blue. Let me know what you think. I'm on vacation next week but will be checking emails. Have a great weekend.

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Monday, August 19, 2024 5:42 PM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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But it wouldn't change what people are paying now given the amount being the same in the last agreement, correct? Or have subscribers decreased over the life of the last agreement?
Subscriber counts have declined significantly since the last agreement was signed. Per the DTC's website (which lists historical subscriber counts in each MA community), when Charter's current franchise was signed in 2011, Charter had 244 subscribers in Dunstable. As of the end of 2023, we had fewer than half as many subs (120 total). So in order to recover a $3,000 grant now, we would have to charge subscriber more than twice as much as in 2011.

Is there a way to make $600 a minimum contribution and if your subscriber base grows, the PEG payment will increase proportionally? Have you seen an arrangement such as this in other agreements? Let me know.
We have lost more than half of our subscribers since 2011, as noted above. While we hope to change this trend, the likelihood of significant growth in the future given overall trends in the

video marketplace seems unlikely. In terms of proportionality changes, typically that adjustment gets made at the next renewal—we do not address it in the license. That said, it appears the renewal the Town entered into with Verizon last year may be only a 5-year agreement. Is that correct? If yes, since our proposal is for a 10-year term, we would be willing to agree to a $1,200 grant.

Thanks.

Jason Silva
Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

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From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Friday, August 16, 2024 2:30 PM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Hi Jason, thank you for your email. Since PEG costs are passed through to subscribers (as does Verizon), our proposal would match Verizon's on a per subscriber basis. If we had to match Verizon's amount, our subs would end up paying substantially more per subscriber, which isn't competitively neutral.
I look forward to hearing from you, have a nice weekend.

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Thursday, August 15, 2024 3:46 PM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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I don't have any issues with the draft other than reducing the payment from $3,000 to $600 based on subscriptions. The last agreement included a $3,000 payment and I would not recommend decreasing the payment to the Select Board.

Let me know how you would like to proceed.

Jason Silva

Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

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From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Wednesday, August 14, 2024 10:12 AM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Thanks Jason, I can answer that for you. Nothing significant was changed in the draft.

Just a few touch points,

We cleaned up the gross revenue section to include all revenue that's determined in accordance with generally accepted accounting principles.

We removed senior discount, but Charter provides a low-cost service option that would be more of a significant cost reduction.

We added "upon request" in a few sections and cleaned up other sections to reference applicable law.

I would point out, in Section 13.1, it is specific to locations in the Exhibit.

Let me know if you have any questions. Thank you.

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Wednesday, August 14, 2024 9:13 AM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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I was hoping to touch base with someone just to give me a high level overview of any significant changes made between the current and proposed agreement.

Jason Silva
Town Administrator

Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

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From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Wednesday, August 14, 2024 9:04 AM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Hi Jason, I received your voicemail and just reaching out to ask what the nature of your call entails? We're all hands on right now in Massachusetts so just wanted to have the right person give you a call back. Let me know, thanks so much!

From: Winchenbach, Shelley J
Sent: Friday, August 9, 2024 7:36 AM
To: jsilva@dunstable-ma.gov
Cc: Young, Jennifer R <Jennifer.R.Young@charter.com>
Subject: Dunstable, MA Franchise Renewal Draft

Hi Jason,

I hope you've been well. I handle franchising for the States of Maine and New Hampshire and currently helping Jen cover items in Massachusetts until a new director for the State can be hired. Please find a draft franchise renewal attached for your review and consideration.

Please let us know if you have any questions. Thanks so much and have a nice weekend.

Shelley Winchenbach | Director, Government Affairs – ME/NH
207.620.3319 | 400 Old County Road | Rockland, ME 04841

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CHARTER LICENSE AGREEMENT

This License Agreement is between the Town of Dunstable, hereinafter referred to as the "Issuing Authority" and Spectrum Northeast, LLC an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of the Town of Dunstable, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Dunstable and

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current License under applicable laws, and that the financial, legal and technical ability of the Licensee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Issuing Authority desires to enter into this License with the Licensee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Issuing Authority and Licensee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this License renewal;

NOW, THEREFORE, the License Authority and Licensee agree as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this License the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.

B. "Board/Council" shall mean the Board of Selectmen, the governing body of the Town of Dunstable.

C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. Seq.

D. "Effective date" or "Execution date" shall mean the date upon which the Licensee accepts the License as reflected on the signature page below.

E. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

F. "License Authority" shall mean the Board of Selectmen of Dunstable.

G. "License" or "Franchise" shall mean the non-exclusive rights granted pursuant to this License to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.

H. "Licensee" or "Grantee" shall mean Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc., or its lawful successor, transferee or assignee.

I. "Gross Revenue" means any revenue means any revenue, as determined in accordance with generally accepted accounting principles, received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

J. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.

K. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior high school, and high school.

L. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Issuing Authority as the address to which notice should be transmitted to it.

M. "Service Area" shall mean the geographic boundaries of the Town of Dunstable, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.

N. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Licensee's existing distribution system.

O. "State" shall mean the Commonwealth of Massachusetts.

P. "Street" or "Streets" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

Q. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.

SECTION2

Grant of License

2.1 Grant. The Issuing Authority License hereby grants to the Licensee a nonexclusive License which authorizes the Licensee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures

necessary for the maintenance and operation of a Cable System. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 **Term.** The License and the rights, privileges and authority hereby granted shall be for a term often (10) years, commencing on the Effective Date of this License as set forth in subsection 15.7, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 **License Requirements For Other License Holders.** In the event that the Issuing Authority grants one (1) or more License(s) or similar authorizations, for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the Cable System, it shall not make the grant on more favorable or less burdensome terms. If said other License(s) contain provisions imposing lesser obligations on the company(s) thereof than are imposed by the provisions of this License, Licensee may petition the Issuing Authority for a modification of this License. The Licensee shall be entitled, with respect to said lesser obligations to such modification(s) of this License as to insure fair and equal treatment by this License and said other agreements.

In the event that a non-Licensed multichannel video-programming distributor provides service to the Service Area, the Licensee shall have a right to request License amendments that relieve the Licensee of burdens that create a competitive disadvantage to the Licensee. In requesting amendments, the License shall file a petition seeking to amend the License. Such petitions shall:

1. Indicate the presence of a non-Licensed competitor(s);
2. Identify the basis for Licensee's belief that certain provisions of the License place Licensee at a competitive disadvantage;
3. Identify the burdens to be amended or repealed in order to eliminate the competitive disadvantage.

The Issuing Authority shall not unreasonably withhold granting the Licensee's petition.

2.4 **Police Powers and Conflicts with License.** By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all

applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way. In the event of any conflict between the License and any Issuing Authority ordinance or regulation, the terms of this License will prevail. This License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority.

2.5 **Cable System License Required** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System License.

SECTION 3

License Renewal

3.1 Procedures for Renewal. The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of the Licensee's License shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Licensee shall, by acceptance of the License granted herein, defend the Issuing Authority, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence of Licensee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Issuing Authority, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence of Licensee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Issuing Authority shall give the Licensee

written notice of its obligation to indemnify the Issuing Authority within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determined in good faith that the Licensee cannot represent its interests, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Issuing Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Licensee shall maintain throughout the term of the License insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	$1,000,000 per occurrence, Combined Single Liability (C.S.L.)
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	$2,000,000 General Aggregate $1,000,000 per occurrence C.S.L.

Umbrella Liability $1,000,000 per occurrence

B. The Issuing Authority shall be added as an additional insured to the above Commercial General Liability and Umbrella Liability insurance coverage.

C. The Licensee shall, upon request, furnish the Issuing Authority with current certificates of insurance evidencing such coverage.

SECTIONS

Service Obligations

5.1 No Discrimination. Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Licensee shall comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.3 F.C.C. Customer Service. The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c).

SECTION6

Service Availability

6.1 Service Area. The Licensee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per mile as measured from Licensee's closest technologic feasible tie in point ; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of this License; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to

any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee has the right, but not an obligation, to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Service to New or Previously Unserved Single Family Dwellings. Subject to the requirements of Section 6.1 above, the Licensee shall offer Cable Service to all new homes or previously unserved single dwellings located within 150 feet of Licensee's feeder cable at its published rates for Standard Installation. Longer aerial drops and underground drops shall be priced in accordance with Licensee's policies governing non-standard installations.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least 30 days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 **Safety.** The Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage,

7.4 Network Technical Requirements. The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

7.5 **Performance Monitoring.** Licensee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

8.2 Underground Construction. The facilities of the Licensee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground. In the event that the Issuing Authority or any agency thereof for the placement of cable underground or the movement of cable reimburses any telephone or electric

utilities, Licensee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 **Permits.** The Issuing Authority shall cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of such Streets.

8.4 **System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 **Restoration of Public Ways.** Licensee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 **Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority to remove any of the Licensee's facilities, no charge shall be made by the Licensee against the Issuing Authority for restoration and repair, unless such acts amount to gross negligence by the Issuing Authority.

8.7 **Tree Trimming.** Licensee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 **Relocation for the Issuing Authority.** The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Licensee when lawfully required by the Issuing Authority pursuant to its police powers. Licensee shall be responsible for any costs associated with these obligations to the same extent all other users of the Issuing Authority rights-of-way

are responsible for the costs related to their facilities.

8.9 **Relocation for a Third Party.** The Licensee shall, on the request of any person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the expense of such is paid by any such person benefiting from the relocation and the Licensee is give reasonable advance written notice to prepare for such changes. The Licensee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business day in the event of a temporary relocation and no less than one hundred twenty days (120) for a permanent relocation.

8.10 **Reimbursement of Costs.** If funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, the Issuing Authority shall reimburse the Licensee in the same manner in which other persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Issuing Authority shall make application for such funds on behalf of the Licensee.

8.11 **Emergency Use.** Licensee will comply with all federal and state Emergency Alert System ("EAS"), requirements.

SECTION 9

Service And Rates

9.1 **Offices and Phone.** The Licensee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 **Notification of Service Procedures.** The Licensee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Licensee's name, address and local telephone number. Such instructions may be provided electronically if permitted by applicable law. Licensee shall give the Issuing Authority prior notice of any rate increases, channel lineup or other substantive service changes in accordance with applicable FCC rules.

9.3 Rate Regulation. Issuing Authority shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for m1y period of time, at the sole discretion of the Issuing Authority. If and when exercising rate regulation, the Issuing Authority shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. Licensee shall comply with the billing and termination rules of the Massachusetts Department of Telecommunications & Cable, 207 C.M.R. 10.00, as they may be amended.

SECTION 10

License Fee

10.1 Amount of Fee.

a) Pursuant to MGL Chapter 166A §9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to $0.50 per Subscriber per year. The number of Subscribers, for purposes of this section, shall be calculated in accordance with applicable State law.

b) In the event that the Town is permitted to collect a license fee expressed as a percentage of gross annual revenue in the future, the Licensee may conduct a public hearing to establish such license fee, and after such hearing, the Issuing Authority shall provide notice to Licensee of the amount of the fee. Subject to applicable law, Licensee shall (i) within sixty (60) days of receipt of the notice commence paying such a percentage license fee to the Town in accordance with applicable Law and based on gross annual revenues; and (ii) file with the Issuing Authority, with each such percentage license fee payment, a statement certified by a financial officer of Licensee identifying the Gross Revenues derived during the previous year.

c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable Law in excess of five (5) percent of its Gross Annual Revenues. Further, if in the future, license fee payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (5) five percent of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of the annual access funding and operating

support provided to Town by Licensee in order to stay within the five percent (5%) of Gross Annual Revenues cap specified herein.

10.2 Payment of Fee. Pursuant to M.G.L. c. 166A, § 9, the license fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by applicable law.

10.3 Accord and Satisfaction. No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a License fee under this License.

10.4 Limitation on Recovery. In the event that any License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any License fee payable hereunder shall be three (3) years from the date on which payment by the Licensee was due.

SECTION 11

Transfer of License

11.1 License Transfer. The License granted hereunder shall not be transferred or assigned, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the License or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Issuing Authority shall be deemed given.

11.2 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by the Licensee, or any Person that owns or controls the Licensee. Licensee shall notify the Issuing Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12

Records, Reports And Maps

12.l Reports Required. The Licensee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Licensee's policy in connection with its Subscribers shall be filed with the Issuing Authority upon request.

12.2 Records Required.

The Licensee shall at all times maintain:

A. A record of all written complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.

B. A set of strand map showing the location of the Cable System.

12.3 Inspection of Records. Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis records reasonably necessary to ensure Licensee's compliance with the License. Such notice shall specifically reference the subsection of the License that is under review so that the Licensee may organize the necessary books and records for easy access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than one (1) year, except for complaints related to any License Fee or other payments to the Issuing Authority, which shall be maintained for three (3) years. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Community Programming

13.1 **Service to Schools and Municipal Buildings.** Upon written request of the Issuing Authority, the Licensee shall provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service, without charge, to the locations listed in Exhibit A. In addition, to the extent required by G.L. c. 166A, §5(upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and Basic Service without charge to newly constructed or newly occupied municipal or public school buildings provided the drop is aerial and does not exceed 150' in length.

13.2 Limitations Use. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Issuing Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The Issuing Authority shall hold the Licensee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by subsection 13.1 above. The Licensee shall not be required to provide an outlet to any such building where a standard drop of more than 150 feet is required, unless the Issuing Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

13.3 PEG Access Channels. The Licensee shall make available channel capacity on its Cable System for up to two (2) channels for PEG access-programming use, subject to sufficient demand and need for such channels. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be pe1mitted.

13.4 Public, Educational And Governmental Access Equipment and Funding

(a) The Licensee shall provide a one-time cash payment to the Town's special PEG Access account or Public Access corporation, if so designated by the Issuing Authority in writing, in the amount of one thousand two hundred dollars ($1,200) to be used to purchase, lease, and/or improve PEG Access equipment and facilities. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the Subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

13.5 Equipment Ownership And Maintenance The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment.

13.6 **Access Cablecasting** The Licensee shall continue to connect to equipment owned by the Issuing Authority and/or the Issuing Authority's PEG Access Designee at 511 Main Street, Dunstable, MA (the "PEG Interconnection Site") and shall provide, install, maintain, repair and replace its own equipment as may be reasonably necessary to receive and transmit PEG Access Channel programming from the Interconnection Site to Subscribers. 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 costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or 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 initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or 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 PEG Access Designee.

13.7 **Editorial Control** Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable Law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

SECTION 14

Enforcement Or Revocation

14.1 Notice of Violation. If the Issuing Authority believes that the Licensee has not complied with the material terms of the License, the Issuing Authority shall first informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem, the Issuing Authority

shall notify the Licensee in writing of the exact nature of the alleged noncompliance.

14.2 Licensee's Right to Cure or Respond. The Licensee shall have thirty (30) days from receipt of the notice described in subsection 14.1 to (i) respond to the Issuing Authority, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Issuing Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Licensee fails to respond to the notice received from the Issuing Authority pursuant to the procedures set forth in subsection 14.2, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Issuing Authority shall provide the Licensee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Issuing Authority in a newspaper of general circulation within the Issuing Authority in accordance with subsection 15.5 hereof.

14.4 Enforcement. Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.3 above, determines that the Licensee is in default of any provision of the License, the Issuing Authority may:

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

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

C. In the case of a substantial default of a material provision of the License, seek to revoke the License itself in accordance with subsection 14.5 below.

14.5 Revocation.

A. Prior to revocation or termination of the License, the Issuing Authority shall give written notice to the Licensee of its intent to revoke the License on the basis of a pattern of noncompliance by the Licensee, including one or more instances of substantial noncompliance with a material provision of the License. The notice

shall set force the exact nature of the noncompliance. The Licensee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Issuing Authority has not received a satisfactory response from Licensee, it may then seek to revoke the License at a public hearing. The Licensee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the License.

B. At the hearing, the Board shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the License shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Licensee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Licensee. The Licensee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo.*

SECTION 15
Miscellaneous Provisions

15.1 Force Majeure. The Licensee shall not be held in default under, on 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 occurred or were caused by circumstances reasonably beyond the ability of the Licensee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Issuing Authority's intention to subject the Licensee to penalties, fine, forfeitures or revocation of the License for violations of the License where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the License territory, or where strict

performance would result in practical difficulties and hardship to the Licensee which outweighs the benefit to be derived by the Issuing Authority and/or Subscribers.

15.2 Action of Parties. In any action by the Issuing Authority or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.3 Notices. Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Dunstable, 511 Main Street, Dunstable, Massachusetts 01827, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Director, Government Affairs, Charter Communications, 301 Barber Avenue, Worcester, Massachusetts 01606, with a copy sent to Vice President, Local Government Affairs & Franchising , Charter Communications 601 Massachusetts Avenue NW, Suite 400W, Washington DC 20001, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

15.4 Public Notice. Minimum public notice of any public meeting relating to this License shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Issuing Authority.

15.5 Severability. If any section, subsection, sentence, clause, phrase, or portion of this License is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this License.

15.6 Entire Agreement. This License sets forth the entire agreement between thee parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this License. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

15.7 Effective Date. The effective date of this Franchise shall be the date of acceptance by the Licensee as recorded on the signature pages below. This Franchise shall expire on ten (10) years after the Effective Date unless extended by applicable law and/or the mutual agreement of the parties.

Considered and approved this ___ day of _____, 2024.

Town of Dunstable, MA
Board of Selectmen

Signature:_____

Name/Title:_____

Town of Dunstable, MA
Board of Selectmen

Signature:_____

Name/Title:_____

Town of Dunstable, MA
Board of Selectmen

Signature:_____

Name/Title:_____

Accepted this ___ day of _____, 2024, subject to applicable federal and State law.

Spectrum Northeast, LLC
LKA Charter Communications

Signature:_____

Name/Title: Paul Abbott, VP Local Government Affairs and Franchising

EXHIBIT A
MUNICIPAL BUILDINGS TO BE PROVIDED
CABLE SERVICE PURSUANT TO SECTION 13.1

Dunstable Police Station, 23 Pleasant Street, Dunstable, MA 01827

EARLY VOTING HOURS

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

Town of Dunstable
OFFICE OF THE TOWN CLERK
511 Main Street - Town Hall
Dunstable, Massachusetts 01827
(978) 649-2514 x222
Brynn C. Durno, Town Clerk
Sue Fayne, Assistant Town Clerk

September 19, 2024

To the Members of the Select Board,

I am writing to ask that you consider a reduction of in-person early voting hours for the November 5 election. Per the votes Act of 2022 weekday hours are supposed to be during normal business hours however based on the number of voters of a community we can reduce the number of hours we are open. After looking at numbers of in-person early voters during normal business hours the past few elections we just don't have a lot of foot traffic. I don't believe we are hindering anyone's ability to vote in-person during the early voting period. We are required to be open on the weekends and I scheduled us to be open more than the number of required hours so that residents with a full work week are given the opportunity to vote early in-person on the weekends. We will be open 8-12 on Saturday, October 19 and 9-5 on Saturday, October 26.

I am proposing instead of holding in-person voting on Monday to Thursday from 9-5 to reduce the hours to 9-1 for both weeks on those days. Our required weekday hours based on the total number of registered voters is only 25% of our regular business hours, we are still open much more than that even with the reduced hours. In order for the reduction to happen it requires the Select Board to vote on the reduction of the hours on or before September 29, 2024.

To put my request in perspective numbers wise:

Election	Length of time EV ran	Total # of voters
State Primary 2022	1 week	13
State Election 2022	2 weeks	25
Special Election 2024	1 week	22
State Primary 2024	1 week	11

Thank you in advance for the consideration of my request.

Respectfully,

Brynn C Durno

Brynn C. Durno, Town Clerk

Presidential Election EV Calendar

2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9 Post Warrant	10 Ballot Testing	11	12
13	14	15	16	17	18	19 8-12 _____
20	21 9-1 _____	22 9-1_____	23 9-1 _____	24 9-1 _____	25	26 Last day to register 8-12 _____
27	28 9-1 _____	29 9-1 _____	30 9-1 _____	31 9-1 _____ **Advance Removal	1	2
3	4 SETUP LIBRARY	5 ELECTION DAY				

PROFESSIONAL SERVICES AGREEMENTS

Town of Dunstable

SEPTEMBER 24, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

PROFESSIONAL SERVICE AGREEMENT
Town of Dunstable
Classification and Compensation Review

This Professional Service Agreement ("Agreement") is made as of this _____ day September, 2024 ("Effective Date") between the Town of Dunstable MA, ("Town"), and the University of Massachusetts ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 ("the Parties").

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference ("Services"). Trained personnel or sub-consultants of the Center shall render the Professional Services.

2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until December 31, 2025. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.

3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.

4. Payments. The Town agrees to pay UMass Boston an all-inclusive fee of $20,000 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town $15,000 on delivery of draft job descriptions and the remaining $5,000 when the final report is submitted. The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to "University of Massachusetts Boston" and shall be sent to:

Attn: Robert O'Keefe
Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein, but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of

those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

UMass Boston

BY: _____
Michael Ward, Director

BY: _____
Shala Bonyun, Associate Director of ORSP

Exhibit A: Scope of Services

PROPOSAL FOR CLASSIFICATION AND COMPENSATION STUDY TO THE TOWN OF DUNSTABLE

1. Overview

The Collins Center understands that the Town of Dunstable is interested in a proposal to review and develop a modern and comprehensive classification and compensation system. The Center will analyze the current classification and compensation system in use for positions included in the study and will recommend modifications to best address the needs of the town. Updated job descriptions will be drafted to ensure accuracy and legal compliance, and a compensation system will be recommended that reflects the labor market and needs of Dunstable.

Based on the title count provided, the Town wishes to review up to 35 titles. Any significant refinement of the number of titles may have an impact on the budget for this proposal.

2. Project Deliverables

The deliverables will be as follows:

1. *New job descriptions for up to 35 titles job titles included in Classification and Compensation Study.*
2. *Labor Market Survey*
3. *Classification and Compensation Plan*
4. *Final Report to include introduction, explanation of methodology, position descriptions (under separate cover), and payscale recommendations.*

3. Workplan

In order to complete the noted deliverables, the project team will follow the workplan outlined below:

Step 1: Initial Project Meeting

The Center will meet with the Project Liaison to clarify the scope of the project and the approach, and particularly to plan the scheduling of the review. The Center will review the existing classification structure and related By-laws.

Step 2: Creation of Comprehensive Draft Position Descriptions

The Center will create and/or update comprehensive draft position descriptions. The descriptions will reflect the skill level and the essential functions of each position without listing every conceivable duty and will comply with statutory requirements. The following is the procedure to be followed:

1. A virtual orientation session will be held to explain the process and the questionnaire to be completed by all incumbents and reviewed by supervisors. It is recommended that the Town records the session so that it can be reviewed by staff who are unable to attend.
2. Incumbents of study positions will be given a position questionnaire to complete. Current job descriptions, if they exist, will be reviewed and incorporated as appropriate. Employees will submit the questionnaires to department heads for comment prior to submittal to the Project Liaison.
3. Individual interviews will be conducted as necessary to review completed questionnaires to verify and clarify information contained within the questionnaires. Employees holding the same position in the same department may be interviewed together. These interviews may be virtual. If new information is obtained in the interview, supervisors may be asked for comments.
4. Draft/updated position descriptions will be submitted to the Project Liaison for distribution to incumbents and supervisors for review and comments.
5. Comments received will be received and, where appropriate, incorporated into the position descriptions.
6. Position descriptions will be finalized and submitted to the Project Liaison for final approval.

Step 3: Classification of Positions

The Center will classify each of the positions using a point factor analysis system applied to the job descriptions produced in Task 2. The factors include supervisory responsibilities, complexity, judgement, physical requirements, and work environment. The Center will review the initial findings with the Project Liaison.

Step 4: Labor Market Survey

A labor market salary survey will be conducted of approximately 8-10 municipalities to collect base pay for study positions. The Center will work with the Town to determine which municipalities will be used for comparison for the market survey. Responses to surveys are typically the most challenging aspect of a study. Assistance from the client is frequently needed in follow-up.

Step 5: Creation of Salary Schedule

The Center will review the existing classification of positions and will develop a salary schedule using grades and ranges, or a similar instrument, which will coincide with the classification of positions and the market salary survey. The Center will review the proposed salary schedule with the Project Liaison.

Step 6: Creation of Classification and Compensation Plan

Based on the results of the creation of position descriptions and rating, along with the results of the market survey, the Center will develop a recommended classification and compensation plan.

Step 7: Submittal of Draft Report

The Center will prepare a draft report, to be submitted to the Project Liaison for review which will include the methodology used, the findings and recommendations on classification and compensation. Positions descriptions will be provided under separate cover in electronic form. Comments on the draft report will be received, and edits will be made where appropriate.

Step 8: Submittal of Final Report

The Center will submit a final report which will include an introduction, explanation of methodology, positions descriptions, and recommendations. The Center will make one public presentation of the final report and results if requested.

4. Responsibilities

Responsibilities of the Center

The Center project team will act at all times in an attentive, ethical, and responsible manner. The Center will assign a project manager, who will serve as the primary point of contact for the duration of the project. The project manager shall be available to the Town of Dunstable to discuss any issues or challenges. Throughout the course of the project, the project manager shall facilitate completion of work according to the agreed-upon timeline and communicate with the client project liaison to discuss and resolve any issues with the timeline and to consider proposed modifications to the timeline.

Please note that the Collins Center does not provide legal services or accounting services.

Responsibilities of The Town of Dunstable

The Town of Dunstable will identify a project liaison to the Center for the duration of the work. The project liaison will have responsibility for communicating the nature and value of the project to employees and managers and for managing logistics throughout the project (e.g., scheduling meetings, identifying meeting space, etc.).

The Town of Dunstable shall agree to provide necessary access to its employees, records, and agreed-upon data, and to respond to requests for information, comment, and scheduling in a timely manner.

The Town of Dunstable will stand behind the accuracy and completeness of data provided to the Center for work on the project. If there are questions or concerns about data accuracy or completeness, these will be made known to the project team when the data is provided.

The project timeline will be determined in conjunction with The Town of Dunstable prior to finalizing the agreement. To facilitate completion of work according to the timeline, The Town of Dunstable will provide a timely response to requests. This shall include but not be limited to provision of documents and data, access to employees, officials and/or facilities, feedback on Center work products, etc. The project team will work to schedule the initial project meeting upon receipt of any preliminary documents and data requested.

The project liaison will work with the Center project manager to discuss and resolve any issues with the timeline and to consider any proposed modifications to the timeline.

For all steps in the workplan, delays in the schedule not caused by the Center, requests for expansion of scope, or other significant unforeseen developments may lead to a renegotiation of scope, timeline, cost, or all three.

5. Timeline

Below is the preliminary proposed project timeline which commences after the orientation meeting. Project timeline may be extended due to delays receiving requested information, or source documents from Town or if there are restricted availability/delays in scheduling staff for interviews.

Event	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Kick Off Meeting-Orientation Meeting	✓					
Creation of Comprehensive Draft Position Descriptions	✓	✓	✓			
Classification of Positions			✓	✓		
Labor Market Survey			✓	✓	✓	
Creation of Salary Schedule				✓	✓	
Creation of Classification and Compensation Plan					✓	
Submittal of Draft Report					✓	✓
Submittal of Final Report						✓

6. Fee for Services

The Collins Center will provide the scope of services presented in this proposal for an all-inclusive fee of $20,000 (Twenty thousand dollars) based upon up to 35 titles (price subject to change if the number of titles increases). The Center will invoice the town as follows:

- $15,000 on delivery of draft job descriptions
- $5,000 following delivery of the final report.

EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

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Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

PROFESSIONAL SERVICE AGREEMENT
Town of Dunstable
Review of Existing Shared Treasurer/Collector Agreement
between Dunstable and Pepperell

This Professional Service Agreement ("Agreement") is made as of this _____ day, _____ 2024 ("Effective Date") between the Town of Dunstable, MA, ("Town"), and the University of Massachusetts ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 ("the Parties").

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference ("Services"). Trained personnel or sub-consultants of the Center shall render the Professional Services.

2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until 6/30/25. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.

3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.

4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of $30,000 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town as follows:

- $15,000 after completion of interviews
- $15,000 upon completion

The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to "University of Massachusetts Boston" and shall be sent to:

Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393
Attn: Robert O'Keefe

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

UMass Boston, as an agency of the Commonwealth, does not have the authority to and shall not indemnify any entity. UMass Boston agrees to pay subject to the Massachusetts Tort Claims Act, M.G.L. c. 258, for any loss, liability or expense, which arises out of or relates to UMass Boston's negligent acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of UMass Boston is established by a court of law or where settlement has been agreed to by UMass Boston. This provision shall not be construed to limit UMass Boston's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of UMass Boston.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

UMass Boston

BY: _____
Michael Ward, Director

BY: _____
Shala Bonyun, Associate Director of ORSP

Exhibit A: Scope of Services

1. Overview

The Towns of Dunstable and Pepperell are engaged in an agreement to share Treasurer/Collector staff resources. In September 2023, they entered a three-year agreement with a new Treasurer/Collector who works 30 hours per week in Pepperell and 10 hours per week in Dunstable. The Treasurer/Collector is employed by the Town of Pepperell and Dunstable contributes 20% of the annual salary. In addition to the full-time Treasurer/Collector, Pepperell employs a support staff shared with Dunstable for 5 hours per week. The Town of Dunstable's recently retired Treasurer/Collector has been working in the office for 10 hours per week to support the new Treasurer/Collector and to provide training to the new shared Treasurer/Collector. While this arrangement currently ensures that the office runs smoothly, the retired Treasurer/Collector can not provide permanent or long-term support to the office. As a result, there is concern that the current staffing model and structure may not be adequate for the long-term sustainability of the shared agreement between Pepperell and Dunstable.

The Town of Dunstable is interested in conducting a review of the current shared services model, a review of current staff roles, responsibilities, departmental policies and operational procedures, and structure within the Treasurer/Collector's Office and an analysis of whether the current staffing resources provided under the shared agreement are adequate to support Dunstable's long-term human resources needs in the Treasurer/Collector's Office. In addition to an analysis of the staffing resources allocated to the department under the agreement, the project team will also review and document key processes and procedures and make recommendations on modifications to those processes for modernization and/or efficiency if applicable, in order to facilitate the transfer of knowledge from the recently retired Treasurer/Collector to the shared Treasurer/Collector. While this project is focused on the operations of the Dunstable Treasurer/Collector's Office, the project will require engagement from staff in Pepperell, specifically within their Treasurer/Collector's Office.

2. Project Deliverables

The deliverables will be as follows:

1. *A report detailing methodology, findings, recommendations and financial impacts of any recommended changes;*
2. *If applicable, a modified Inter-Municipal Agreement (for review by town counsel)*

3. Workplan

In order to complete the noted deliverables, the project team will follow the workplan outlined below:

Step 1: Kickoff Meeting

The project team will set up a kickoff meeting with stakeholders identified by the Town of Dunstable to review the project expectations, project plan, and preliminary timeline.

Step 2: Data Collection

The project team will request information from the stakeholders involved in the project including but not limited to:

- Copy of existing shared services agreement
- Copy of Job description for all positions in the Treasurer/Collector's Office (both in Dunstable and Pepperell)
- List of duties currently undertaken by the retired Treasurer/Collector in Dunstable
- Copy of the Treasurer/Collector's budget in Pepperell and Dunstable
- Available metrics on the Treasurer/Collector's office in either town (number of bills sent, number of debt payments, phone calls, etc.)
- Copy of financial policies and procedures and any documented procedures specific to the Treasurer/Collector's Office in both Dunstable and Pepperell.

Step 3: Interviews

The project team will interview every staff member working in the Treasurer/Collector's Office in each town including the recently retired Treasurer/Collector in Dunstable. In addition, the Accountant from each town and the Town Administrator will be interviewed. This is an estimated 10 interviews.

Step 4: Data Analysis and Draft Report

Based upon the information collected in the interviews and the data collection, the project team will form recommendations related to staffing levels, roles, responsibilities, and any recommended modifications to existing operational policies and procedures in the Dunstable Treasurer/Collector's Office which will inform whether a modification to the existing shared services agreement is warranted. The project team will draft a report outlining the findings and provide edits to a shared services agreement if applicable.

Step 5: Final Report and Presentation

The project team will accept comments and edits from the town and finalize the draft report and edited agreement if applicable. If there are recommended changes to the agreement, the town is responsible for ensuring local legal compliance. The project team recommends a review by town counsel prior to adoption. The report will be finalized, and the project team will conduct one presentation at a public meeting if requested.

4. Responsibilities

Responsibilities of the Center

The Center project team will act at all times in an attentive, ethical, and responsible manner. The Center will assign a project manager, who will serve as the primary point of contact for the duration of the project. The project manager shall be available to the Town of Dunstable to discuss any issues or challenges.

Throughout the course of the project, the project manager shall facilitate completion of work according to the agreed-upon timeline and communicate with the client project liaison to discuss and resolve any issues with the timeline and to consider proposed modifications to the timeline.

Please note that the Collins Center does not provide legal services or accounting services.

Responsibilities of the Town of Dunstable

The Town of Dunstable will identify a project liaison to the Center for the duration of the work. The project liaison will have responsibility for communicating the nature and value of the project to employees and managers and for managing logistics throughout the project (e.g., scheduling meetings, identifying meeting space, etc.).

The Town of Dunstable shall agree to provide necessary access to its employees, records, and agreed-upon data, and to respond to requests for information, comment, and scheduling in a timely manner.

The Town of Dunstable will stand behind the accuracy and completeness of data provided to the Center for work on the project. In the event that there are questions or concerns about data accuracy or completeness, these will be made known to the project team when the data are provided.

The project timeline will be determined in conjunction with the Town of Dunstable prior to finalizing the agreement. To facilitate completion of work according to the timeline, the Town of Dunstable will provide timely response to requests. This shall include but not be limited to: provision of documents and data, access to employees, officials and/or facilities, feedback on Center work products, etc. The project team will work to schedule the initial project meeting upon receipt of any preliminary documents and data requested.

The project liaison will work with the Center project manager to discuss and resolve any issues with the timeline and to consider any proposed modifications to the timeline.

For all steps in the workplan, delays in the schedule not caused by the Center, requests for expansion of scope, or other significant unforeseen developments may lead to a renegotiation of scope, timeline, cost, or all three.

5. Timeline

Below is the preliminary proposed project timeline.

Event	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025
Step 1: Kickoff	**XXXX**					
Step 2: Data Collection	**XXXX**	**XXXX**	**XXXX**			
Step 3: Interviews			**XXXX**	**XXXX**		
Step 4: Analysis and Draft Report				**XXXX**	**XXXX**	
Step 5: Final Report						**XXXX**