

BUSINESS

1. Comcast cable license ratification



Town of Falmouth Cable Advisory Committee

Motion In Support of New Cable License

Dear Members of the Select Board,

The Falmouth Cable Advisory Committee has had the opportunity to review the negotiated license with Comcast and discussed issues and questions at our meeting on Monday March 22, 2022. Debra Rogers and Attorney William Solomon were in attendance along with Committee Members Jay Zavala, Robert Mascali, and Michael Eder.

The Committee voted unanimously to recommend to the Select Board that they accept the license.

Kind Regards,

Michael Eder – Chair
Jay Zavala – Secretary
Robert Mascali

**Summary
Of
Proposed
Cable Television Renewal License
From Town of Falmouth
To
Comcast Cable Communications Management, LLC**

**Prepared by Special Cable Counsel
William H. Solomon
for Falmouth Selectboard
As Cable Television Issuing Authority
(April 20, 2022)**

- # License Term – Ten (10) years. April 1, 2022 – March 31, 2032
- # Comcast Cable Subscribers as of December 31, 2020 – 12,611
- # PEG Access Annual Support – 5.0% of Gross Annual Revenues, the maximum allowed under the federal Cable Act and continued from the current Comcast license. (See Section 6.4 of the Renewal License.) (Current PEG Access Support: 4.5%)
- # Capital Support for PEG Access: One Million Two Hundred Thousand Dollars (\$1,200,000) paid in ten (10) equal installments of One Hundred Twenty Thousand One Hundred Dollars (\$120,000), beginning June 1, 2021 and on or before each one-year anniversary date thereafter. (See Section 6.5 of the Renewal License.)
- # PEG Access Channels/High Definition PEG Access Channel - Continuation of the (3) (Standard Definition) PEG Access Channels originating in the Town in Standard Definition format. The Licensee shall make available one (1) High Definition (HD) Access Channel for PEG Access purposes. Said HD PEG Access Channel shall be made available within thirty-six (36) months of the Effective Date of this Renewal License. More specifically, subject to payment by the Town, the Licensee shall purchase, install and operate standard digital interface (SD/SDI) equipment at the PEG Access video return hub for each of the three (3) SD PEG Access Channels and high definition interface equipment for one (1) HD PEG Access Channel. The Licensee shall provide the Town with an invoice for the cost of the project, which shall not exceed \$30,000. The Licensee shall own, maintain and repair and/or, if necessary, replace said equipment for the entire term of the Renewal License.

PEG Access Video Origination/Cablecasting – all PEG Access Programming originating or aggregated during the term of this Renewal License at the PEG Access Studio (310 Dillingham Avenue, Falmouth) (hereinafter also referred to as the “Video Return Line Hub”) or from any of the other PEG Access programming origination buildings/locations identified in Exhibit 6.3 (“PEG Access Remote Origination Sites”) over the Licensee may be transmitted by the Town and/or Access Provider over the PEG Access video return lines provided and made available by the Licensee to the Town and the Access Provider without charge. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

EXHIBIT 6.3

PEG ACCESS REMOTE ORIGINATION SITES

1. Falmouth Town Hall - 59 Town Hall Square
2. Falmouth High School – 874 Gifford Street
3. Lawrence Junior High School – 113 Lakeview Avenue
4. Falmouth School Administration Building – 340 Teaticket Highway
5. Falmouth Road Race Finish line - Falmouth Heights
6. Falmouth Community Television – 310 Dillingham Avenue

Note – the Falmouth Public Library is connected to the PEG Access Video System pursuant to the Mill Road Easement granted by the Town to Comcast, dated October 7, 2013

Customer Service Office (Section 9.1) – “The Licensee shall continue to maintain, operate and staff a full-time customer service office for the purpose of receiving customer payments, inquiries and Complaints and equipment return/exchange, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunction and answering general inquiries. Said customer service office shall be open for walk-in business during Normal Business Hours. From the Effective Date through December 31, 2025 said customer service office shall be located in Falmouth. From January 1, 2026 until the end of the Renewal License, said customer service office shall be conveniently located.”

This Falmouth local customer service requirement is one of the few remaining in the Commonwealth, and the inclusion of the continuing requirement for a "conveniently located" customer service office in the Renewal License itself, and not simply incorporating the FCC customer service regulations in the License by reference, is of potential significance going forward.

- # Cable Service To Public Buildings and Schools – No longer specifically addressed in the Cable License. As the Town's Special Cable Counsel, I have recommended handling this matter outside of the cable license, rather than, for instance, agreeing to payment a payment methodology in the Renewal License or a separate document, due to the Federal Communications Commission's (FCC's) Third Report and Order – MB Docket Number 05-311 (effective September 2019), recently decided by a three (3) judge panel in the 6th Circuit United States Court of Appeals which allows a cable operator to count, so-called, "In-Kind Consideration" against the Franchise Fee paid by the cable operator to the franchise authority (i.e. the Town).
- # Cable Service Availability - The Licensee shall continue to make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units.
- # Standard Installation – The "drop distance" for a "aerial installation" remains 250 feet. The current Renewal License does not have a drop distance for underground installations, however the Renewal License will have a 150 foot standard installation for underground installations.
- # Senior Discount Side Letter – Comcast will voluntarily provide a senior discount to financially eligible seniors. The discount will be \$2.00 off of Comcast's monthly "Extra" Service Level or that the equivalent Digital Level of Service (or that Digital Level of Service which most closely resembles Digital Starter). While this discount is certainly modest (and increasingly so with the passage of time), it reflects the senior discount amount provided by Comcast throughout the Commonwealth in those Massachusetts communities that receive senior discounts. To qualify for the senior discount, Subscribers must be age sixty-five (65) or older, Head(s) of Household and income eligible as set out in the side letter.

Please note that the Senior Discount will reflect two (2) additional options for financial qualification which are not generally included in cable company senior discount letters, more specifically: Massachusetts Fuel Assistance; and 3(b) Property Tax Elderly Asset/Income Abatement Relief under M.G.L. Chapter 59, Section 5.



April 11, 2022

Select Board
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

RE: Town of Falmouth - Senior Citizen Discount

Dear: Select Board

The purpose of this letter is to outline the Senior Citizen Discount Comcast will offer to eligible Town of Falmouth resident subscribers. Comcast's decision to offer a Senior Citizens Discount program is voluntary and will be available no later than 90 days from the effective date of the recently executed Cable Television Renewal License and will run concurrent with the recently executed Cable Television Renewal License.

SENIOR CITIZEN DISCOUNT PROGRAM:

Although Comcast offers a level of Basic Service that it feels is affordable, it is pleased to be able to provide a discount to qualified Senior Citizens in the Town of Falmouth. To that end, Comcast will offer a discount of \$2.00 off its monthly Digital Starter Service Level or that Digital Level of Service which most closely resembles Digital Starter as of the rate card in effect as of the Effective Date of the Renewal License. Said discount will be provided to those subscribers aged sixty-five (65) or older, who are Heads of Household and are income eligible as hereinafter required. The subscriber must provide proof of eligibility for the discount according to the following requirements:

1. PROOF OF AGE 65 OR OVER:

Acceptable documentation would include any of the following:

- a) Driver's License;
- b) Birth Certificate;
- c) Passport; or
- d) Lease.

2. HEAD OF HOUSEHOLD:

Acceptable documentation in the customer's name would include any one of the following:

- a) Lease;
- b) Deed;
- c) Tax bill; or
- d) Cable bill if current customer.

3. INCOME ELIGIBILITY:

Acceptable documentation would include proof of receipt of any one of the following forms Federal, State or Municipal aid:

- a) Supplemental Security Income (SSI);
- b) Medicaid or Mass Health;
- c) Massachusetts Fuel Assistance; or
- d) Property Tax Elderly Asset/Income Abatement Relief under M.G.L. Chapter 59, Section 5.

Since the purpose of the Senior Citizen Discount is to provide assistance to those eligible seniors who are in real financial need of the discount, Comcast has developed the criteria listed above that will provide the "needs-based" discount, but will be easy for seniors to obtain.

Those currently enrolled in a Senior Discount program will retain their existing discount until making a change of service or receiving advance notice from Comcast. Comcast reserves the right to modify or eliminate such program at its sole discretion. In the event Comcast adopts and offers a statewide senior citizen discount program, Comcast reserves the right to implement such program, after reasonable written notice to your office.

If you have any questions about the above, please do not hesitate to contact me.

Sincerely,

Michael Galla

Michael Galla, Sr. Manager
Government & Regulatory Affairs

Cc: Gerry Buckley, Sr. Director of Government Affairs, Comcast

**CABLE TELEVISION
RENEWAL LICENSE**

GRANTED TO

Comcast Cable Communications Management, LLC

Granted By

THE SELECT BOARD

**TOWN OF FALMOUTH
MASSACHUSETTS**

**Renewal Term
April 1, 2022 – March 31, 2032**

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RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast Cable Communications Management, LLC (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Falmouth, Massachusetts (hereinafter the "Town"), said license having commenced on October 31, 2011;

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

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

WHEREAS, The Select Board as Issuing Authority finds that Licensee has complied with the terms of its previous license;

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

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall be always mandatory and not merely directory.

(a) Access - shall mean the right or ability of any Falmouth resident and/or any Persons affiliated with a Falmouth institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or PEG Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider or PEG Access Designee – shall mean any entity designated in writing by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment, facilities and channels for the production and broadcast of PEG Access programming on the Cable Television System, in accordance with this Renewal License and 47 U.S.C. 531, including, but not limited to the Town itself and/or an access corporation or entity, as determined by the Issuing Authority.

(c) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

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

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law

No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

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

(g) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Falmouth, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(h) Downstream Channel – A channel over which signals travel from the Cable System Headend or hub-site to an authorized recipient of Programming.

(i) DTC – shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(j) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(k) Educational Access Channel: A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority, the Falmouth Public Schools and/or the Access Provider, as determined by the Issuing Authority, to present non-commercial educational programming and information to the public.

(l) Effective Date – shall mean April 1, 2022.

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

(n) Franchise Fee – shall mean the payments to be made by Licensee to the Town of Falmouth and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(o) Government Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for the presentation of government-related and other non-commercial programming and/or information to the public.

(p) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to include the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for use of the Cable System in the Town for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(q) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters, processes and converts incoming signals for distribution over the Cable System.

(r) High Definition (“HD”) PEG Access Channel – shall mean a PEG Access Channel in the high definition format for digital television transmissions

(s) Issuing Authority – shall mean the Select Board of the Town of Falmouth, Massachusetts, or the lawful designee thereof.

(t) Licensee – shall mean Comcast Cable Communications Management, LLC or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(u) License Fee – shall mean the payments to be made by Licensee to the Town of Falmouth and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(v) Normal Business Hours – shall mean those hours during which most similar businesses in Falmouth are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

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

(x) Pay Cable or Premium Services – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(y) Pay-Per-View – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(z) PEG – The acronym for “public, educational and governmental”.

(aa) PEG Access Channel – A video channel which the Licensee owns and is made available for use by the Town and/or its designee(s) without charge for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

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

(ac) PEG Access Programming – shall mean non-commercial programming produced by any Falmouth residents or organizations, schools or government entities and the use of designated channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

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

(ae) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.

(af) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel which the Licensee shall make available to the Town of Falmouth and designees of the Town of Falmouth, including Access Users without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional, similar organizations and others.

(ag) Public Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for use by Falmouth residents and organizations and others wishing to present non-commercial programming to the public.

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

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

(aj) Standard Definition (SD) PEG Access Channels – shall mean a PEG Access Channel in the standard definition display format for digital television transmissions.

(ak) Standard Installation – shall mean the installation which can be completed using a Drop of up to two hundred fifty feet (250’) aerial or one hundred fifty feet (150’) feet underground.

(al) State – The Commonwealth of Massachusetts.

(am) Subscriber – shall mean any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

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

(ao) Town – shall mean the Town of Falmouth, Massachusetts.

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

(aq) Video Programming or Programming – shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast Cable Communications Management, LLC, a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Falmouth.

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

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

SECTION 2.2 – TERM - NON-EXCLUSIVITY

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on April 1, 2022 through midnight March 31, 2032.

SECTION 2.3 - RENEWAL

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

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

SECTION 2.4 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver

of any codes or bylaws/regulations of general applicability and not specific to the Cable Television System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. In the event of any conflict between this License and any Town bylaw or regulation that is not generally applicable, this License shall control. In the event of any conflict between this License and any Town bylaw or regulation which is generally applicable, the bylaw or regulation shall control, subject to challenge as to legality of the bylaw or regulation. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town bylaw or regulation.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Falmouth; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

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

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and Town bylaws and lawful regulations, provided such Town bylaws and regulations are not specific to this License, the Licensee and/or Cable System. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown. Notwithstanding the foregoing, under 47 USC Sec. 541(b)(3)(C) the Issuing Authority may not order the Licensee or any affiliate thereof (i) to discontinue the provision of a telecommunications service, or (ii) to discontinue the operation of a cable system, to the extent such cable system is used for the provision of a telecommunications service, by reason of the failure of the Licensee or its affiliate to obtain a cable franchise or cable franchise renewal with respect to the provision of such telecommunications service.

SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the DTC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal

License, unless otherwise provided by applicable federal or State law. An “affiliated company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

(b) Pursuant to applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION**

SECTION 3.1 - AREA TO BE SERVED

The Licensee shall make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. The Licensee shall make its best efforts to obtain any necessary easements or permission from owners of property in the Town in order to make Cable Service available to all residents. The Licensee shall promptly apply for all necessary permits. Said Cable Services shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits are obtained, subject to Section 13.2, Force Majeure.

SECTION 3.2 – RESIDENTIAL SUBDIVISIONS

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

SECTION 3.3 – INSTALLATION CHARGES

Any dwelling unit within two hundred fifty feet (250') aerial or one hundred fifty feet (150") underground from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For aerial installations more than two hundred fifty feet (250'), the first two hundred fifty feet (250') shall be at the Standard Installation rate. For underground installations more than

one hundred fifty feet (150'), the first one hundred fifty feet (150') shall be at the Standard Installation rate.

SECTION 3.4 – SUBSCRIBER NETWORK

Licensee shall continue to own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz and carrying video channels in the downstream direction to Falmouth Subscribers.

SECTION 3.5 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable State and local laws and regulations.

SECTION 3.6 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

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

SECTION 3.7 - EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

SECTION 3.8 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

**ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS**

SECTION 4.1 - SYSTEM MAINTENANCE

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

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

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

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

SECTION 4.2 - REPAIRS AND RESTORATION

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

of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 – UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

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

SECTION 4.4 - TREE TRIMMING

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with M.G.L. c. 87 and any Town bylaws and regulations.

SECTION 4.5 – STRAND MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.6 - BUILDING MOVES

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

SECTION 4.7 - DIG SAFE

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

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

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

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

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

SECTION 4.10 – REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 4.11 RIGHT TO INSPECTION

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances for the purpose of determining compliance with the requirements of this License. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

SECTION 4.12 – PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.13 – PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town, regulations and/or by-laws.

SECTION 4.14 – SERVICE INTERRUPTIONS

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes. (See Exhibit 9.4)

SECTION 5.3 - REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast and cablecast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532 (Section 612 of the Cable Act), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

SECTION 5.6 – CONTINUITY OF SERVICES

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance if practical.

SECTION 5.7 – COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

**ARTICLE 6
PEG ACCESS CHANNELS AND SUPPORT**

SECTION 6.1 - PEG ACCESS CHANNELS

(a) Use of Cable System video channels for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The PEG Access channels shall, other than provided in Section 6.1(c) below, be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not exercise editorial control over public, educational, or governmental use of channel capacity except to the extent allowed by applicable law. The Issuing Authority shall not exercise editorial control over public use of the public access channel capacity except to the extent allowed by applicable law. The PEG Channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee.

(b) Licensee shall continue to make available the three (3) Public, Educational, and Government (“PEG”) Access Channels originating in the Town in Standard Definition format to be used for PEG Access programming by the Issuing Authority and/or its PEG Access Designee(s). Subject to the requirements of Section 6.3(b), the Licensee shall make available one (1) High Definition (HD) Access Channel for PEG Access purposes. Said HD PEG Access Channel shall be made available within thirty-six (36) months of the Effective Date of this Renewal License.

(c) In the event the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access Users.

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the public schools, the PEG Access Designee, any organizations serving the Town and/or PEG Access users.

(e) The PEG Access Channels may not be used to cablecast for-profit or commercial programs.

(f) The Licensee shall not change a PEG Access channel location, without a minimum of thirty (30) days advance written notice to the Issuing Authority.

(g) The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, the Licensee is not responsible for the production quality of PEG Access Programming productions.

(h) There shall be no charges by the Licensee to the Town, the Issuing Authority, the Access Provider or Access Users for the Access Channels.

SECTION 6.2 – PEG ACCESS PROVIDER

(a) The Access Provider shall provide services to PEG Access users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1, above;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, outreach, referral and other support services to PEG Access users, members, volunteers and community;
- (8) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – PEG ACCESS CABLECASTING

(a) In order that the Town and/or its Access Provider can cablecast its PEG Access Programming over the Licensee’s downstream PEG Access Channels provided pursuant to Section 6.1 above, all PEG Access Programming originating or aggregated during the term of this Renewal License at the PEG Access Studio (310 Dillingham Avenue, Falmouth) (hereinafter also referred to as the “Video Return Line Hub”) including from any of the other PEG Access programming origination buildings/locations identified in **Exhibit 6.3** (“PEG Access Remote Origination Sites”) may be transmitted by the Town and/or Access Provider over the PEG Access video return lines provided and made available by the Licensee to the Town and the Access Provider without charge. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) Subject to payment by the Town or its Access Provider as set out herein, the Licensee shall, within thirty-six (36) months of the Effective Date of this License, purchase, install and operate standard definition serial digital interface (SD/SDI) equipment at the PEG Access video return hub for each of the three (3) SD PEG Access Channels and high definition interface equipment for one (1) HD PEG Access Channel. Said equipment shall be used for transport of said PEG Access signal(s) to Comcast’s headend facility to enable the Issuing Authority, its designee(s) and/or the Access Provider to cablecast their PEG Access Programming over the Subscriber Network PEG Access Downstream Channels. The Licensee shall provide the Town with an invoice for the cost of the project, which shall not exceed Thirty Thousand Dollars (\$30,000.00). The Licensee shall own, maintain and repair and/or, if necessary, replace said equipment for the entire term of this Renewal License.

(c) The Licensee shall be responsible for all necessary inspections and performance tests of the video return lines in accordance with applicable law and regulation for a Cable System. The Licensee shall provide, maintain, operate and repair all equipment necessary to receive and transmit

PEG Access programming and PEG Access Channels as described in this Section 6.3 above, including necessary transmission, switching and/or processing equipment located at its hub-site and/or Headend in order to switch upstream signals carrying PEG Access Programming from the Video Return Line Hub to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(d) The demarcation point between Licensee's equipment and the Town's and/or Access Provider's equipment shall with respect to the PEG Access Channels be at the input of the Licensee owned equipment used for video signal transport. The Licensee shall own, maintain, repair and/or, if necessary, replace said video signal transport equipment.

(e) There shall be no charge to the Town, its Issuing Authority, the Access Provider or Access users for the Access Channels, PEG Access origination, video return or cablecasting, as required by or provider pursuant to this Section 6.3.

(f) The Licensee and the Issuing Authority shall work together in good faith with respect to any difficulties that arise regarding the transmission, switching and/or cablecasting of PEG Access Programming, pursuant to this Section 6.3.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

(a) The Licensee shall provide payments to the Issuing Authority and/or its PEG Access Designee for Public, Educational and Government Access and cable-related purposes in an amount equal to five percent (5.00%) of Gross Annual Revenues, less applicable License Fees payments and/or assessments to any state or governmental agency. Said payments shall be made as provided herein on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year for the previous three (3) month period of October, November and December. The first five percent (5.00%) quarterly payment shall be made on or before August 15, 2022 for the period from the Effective Date through

June 30, 2022. The final such five percent (5.00%) payment shall be made on or before May 15, 2032 for the previous period from January 1, 2032 through March 31, 2032.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(p), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(p).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.5– PEG ACCESS CAPITAL FUNDING

(a) The Licensee shall provide capital funding to the Issuing Authority or its PEG Access Designee for capital costs for public, educational or governmental (PEG) access facilities (the “PEG Access Capital Funding”) in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) on or before the below referenced dates, as follows:

June 1, 2022:	\$120,000
June 1, 2023:	\$120,000
June 1, 2024:	\$120,000
June 1, 2025:	\$120,000
June 1, 2026:	\$120,000
June 1, 2027:	\$120,000
June 1, 2028:	\$120,000
June 1, 2029:	\$120,000
June 1, 2030:	\$120,000
June 1, 2031:	\$120,000

(b) The Town and/or its Access Designee shall own all PEG Access facilities and equipment purchased with the PEG Access Capital Funding provided pursuant to this Section 6.5.

The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access facilities and equipment.

(c) The PEG Access Capital Funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual Support provided by the Licensee pursuant to Section 6.4 above; or (ii) the License Fee payment payable pursuant to Section 7.1 below.

(d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 6.5(d) shall be within the exclusion to the term “franchise fee” for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 6.6 - NON-COMMERCIAL PROGRAMMING

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE

In the event a cable license is issued by the Issuing Authority to a competing Licensee, the Issuing Authority shall not authorize or require the competing licensee to connect its facilities or cable system to Licensee’s current Cable System for purposes of obtaining PEG Access Programming from the Licensee’s PEG access channels without the prior written consent of Licensee.

**ARTICLE 7
FRANCHISE FEES AND LICENSE FEES**

SECTION 7.1 – LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

SECTION 7.2 – FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include the following: (i) the PEG Access Annual Support pursuant to Section 6.4, above; and (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.1 above, provided, however, that said five percent (5%) shall not include the PEG Access Capital Funding pursuant to Section 6.5 above and any other exclusions to the definition of Franchise Fee provided in Section 622(g)(2) of the Cable Act.

SECTION 7.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee and License Fee

payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the Franchise Fee or Franchise Fee payments.

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

SECTION 7.5 – LATE PAYMENT

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed herein by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 7.5 shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 7.6 – RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall commence in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any

such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the Town, the Licensee shall pay said amount, plus interest, to the Town or its designated Access Provider within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at two percent (2%) above the Prime Rate during the period that such additional amount is owed.

SECTION 7.7 – AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from the provisions of this Renewal License.

SECTION 7.8 – METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

**ARTICLE 8
RATES AND CHARGES**

SECTION 8.1 - RATES AND CHARGES

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

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

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

SECTION 8.2 – RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 9.1 – CUSTOMER SERVICE OFFICE

The Licensee shall continue to maintain, operate and staff a full-time customer service office for the purpose of receiving customer payments, inquiries and Complaints and equipment return/exchange, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunction and answering general inquiries. Said customer service office shall be open for walk-in business during Normal Business Hours. From the Effective Date through December 31, 2025 said customer service office shall be located in Falmouth. From January 1, 2026 until the end of the Renewal License, said customer service office shall be conveniently located.

SECTION 9.2 – TELEPHONE ACCESS

(a) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Falmouth Subscribers, unless required otherwise by applicable law.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

SECTION 9.3 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible,

and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations; and/or (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 9.4 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.4**.

SECTION 9.5 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.5**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and

(viii) Security Deposits.

SECTION 9.6 – COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 9.7 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees and/or contractor's entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee or contractor identification card issued by the Licensee or contractor, respectively, and bearing a picture of said employee or contractor.

SECTION 9.8 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and State laws and regulations regarding privacy, monitoring, information with respect to Cable Service viewing habits, subscription information or decisions, personally identifying information and the collection and distribution thereof, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

SECTION 9.9 – RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

**ARTICLE 10
INSURANCE AND BONDS**

SECTION 10.1 – INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) Workers Compensation in the minimum amount of the statutory limit.

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 10.1.

(e) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(viii) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. The Licensee shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount. Said notice may be by electronic mail (e-mail).

SECTION 10.2 – PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 and 12.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the

Town as a result thereof, pursuant to the provisions of Sections 12.1 below. The Licensee shall timely notify the Issuing Authority in the event of cancellation, material change or reduction in the coverage amount of the performance bond. Said notice may be by electronic mail (e-mail).

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Fifty Thousand Dollars (\$50,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License.

SECTION 10.3 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the acts and/or omissions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify hold harmless and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify, hold harmless and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

**ARTICLE 11
ADMINISTRATION AND REGULATION**

SECTION 11.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall have authority for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

SECTION 11.3 – NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 11.4 – JURISDICTION/VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

DETERMINATION OF BREACH - LICENSE REVOCATION

SECTION 12.1 – DETERMINATION OF BREACH/NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

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

- (ii) commence an action at law for monetary damages
- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (iv) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
- (v) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law; and
- (vi) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 12.2 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages may be invoked by the Issuing Authority and, if so, shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 12.1(d) above.

(i) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.5 above, Four Hundred Dollars (\$400) per day, for each day that any such non-compliance continues.

(ii) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.8 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(iii) For failure to comply with the PEG Access Programming and equipment provisions in accordance with the requirements in Article 6 above, Two Hundred Dollars (\$200) per day, for each day that any such non-compliance continues, provided, however, that Sections 6.4 and 6.5 above are not subject to assessment of liquidated damages during such time that interest charges are being leveled.

(iv) For failure to operate and maintain the remote origination locations in accordance with Section 6.3 and Exhibit 6.3 attached herein, Two Hundred Dollars (\$200) per day, for each day that any such non-compliance continues.

(v) For failure to comply with the FCC Customer Service Obligations in accordance with Section 9.3 above and Exhibit 9.3 herein, One Hundred Fifty Dollars (\$150) per day that any such non-compliance continues.

(vii) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50) per day, that any such reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time pursuant to Section 12.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that if invoked by the Issuing Authority, the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(D) of the Cable Act.

(d) All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation.

SECTION 12.3 – REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 12.4 – NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

SECTION 12.5 – NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

**ARTICLE 13
REPORTS, AUDITS AND PERFORMANCE TESTS**

SECTION 13.1 – GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

SECTION 13.2 – FINANCIAL REPORTS

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the DTC Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

SECTION 13.3 – CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers.

SECTION 13.4 – SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the DTC, the Licensee shall submit a completed copy of the DTC Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

SECTION 13.5 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.6 – DUAL FILINGS

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 above.

SECTION 13.7 – INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

**ARTICLE 14
MISCELLANEOUS**

SECTION 14.1 – SEVERABILITY

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

SECTION 14.2 – FORCE MAJEURE

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

SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance, operation or removal of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 14.4 – NOTICES

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

Town of Falmouth
Attn: Select Board
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02780

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

Comcast Cable Communications, Inc.
Attn: Government Relations
5 Omni Way
Chelmsford, MA 02540

with a copy to:

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

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

SECTION 14.5 – RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by reference and expressly made a part of this Renewal License.

SECTION 14.6 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 14.7 – CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 14.8 – WARRANTIES

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 14.9- INCORPORATION BY REFERENCE

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

regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

SECTION 14.10 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 14.11 – TOWN'S RIGHT OF INTERVENTION

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

SECTION 14.12 – TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 14.13 – APPLICABILITY OF RENEWAL LICENSE

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

SECTION 14.14 - NO THIRD PARTY BENEFICIARIES

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS ____ DAY OF _____, 2022.

TOWN OF FALMOUTH

By its:
Select Board

Douglas C. Brown, Chair

Nancy R. Taylor, Vice Chair

Megan English Braga

Samuel H. Paterson

Onjalé Scott Price

Approved as to legal form:

William H. Solomon
Special Cable Counsel

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

By:

Trevor Arp
Senior Vice President
Greater Boston Region

**EXHIBIT 5.2
PROGRAMMING**

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT 6.3

PEG ACCESS REMOTE ORIGINATION SITES

1. Falmouth Town Hall - 59 Town Hall Square
2. Falmouth High School – 874 Gifford Street
3. Lawrence Junior High School – 113 Lakeview Avenue
4. Falmouth School Administration Building – 340 Teaticket Highway
5. Falmouth Road Race Finish line - Falmouth Heights
6. Falmouth Community Television – 310 Dillingham Avenue

Note – the Falmouth Public Library is connected to the PEG Access Video System pursuant to the Mill Road Easement granted by the Town to Comcast, dated October 7, 2013

EXHIBIT 9.4 FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep

the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9.5

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;

- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 13.5

FORM 500

Please see attached.

Form 500 Complaint Data - Paper Filing

City/Town: _____

Cable Company: _____

Filing Year: _____

Address: _____

Number of Subscribers: _____

Address: _____

Contact: _____

Phone: _____

E-Mail: _____

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
			A.	B.	C.
Advertising/Marketing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment/Service call	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Defective Notice	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Installation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reception	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Interruption	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unable to Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Failure to Respond to Original Complaint	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

BUSINESS

2. Status update on procurement of Police Department weapons

BUSINESS

3. Discussion of Diversity Equity and Inclusion Officer position



TOWN OF FALMOUTH

Office of the Town Manager & Select Board

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone (508) 495-7320

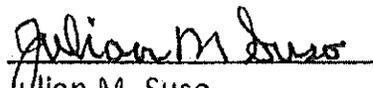
Fax (508) 457-2573

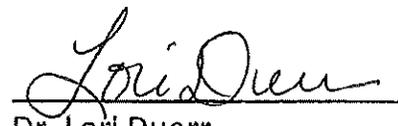
PRESS RELEASE

March 10, 2022

We are very pleased to confirm that former Falmouth School and Town Employee Mr. George Spivey has agreed to accept a transitional assignment serving as acting Diversity, Equity and Inclusion Officer given the recent resignation of DEI Officer Ms. Jacqueline Hartman. Mr. Spivey will undertake the duties of this position during the present transition period as both the School Department and the Town with the guidance of the Select Board and the School Committee assess the most appropriate course going forward.

Mr. Spivey returns to Town and School employment to assist in this important capacity in which he functioned very effectively in the past. Mr. Spivey has resided in Falmouth since 1975 and served for a number of years as an educator in the Falmouth School system, including as Principal of East Falmouth Elementary School. He has also been very actively involved in multiple charitable and non-profit initiatives in Falmouth promoting diversity and inclusion. This includes his leadership as a founder of "No Place for Hate" Falmouth. Mr. Spivey was the recipient of a Falmouth Civic Leadership Award in 2017 and a Special Community Leadership Award from the Falmouth Clergymen's Association in 2014 in recognition of his extraordinary service in these many areas of the Falmouth community.


Julian M. Suso
Town Manager


Dr. Lori Duerr
Superintendent of Schools

BUSINESS

4. Discuss and vote Falmouth Road Race, Inc. appeal of the decision of the Town Manager regarding the number of participants for the Falmouth Road Race special event



**TOWN OF FALMOUTH
SPECIAL EVENT PERMIT**

EVENT NAME ASICS Falmouth Road Race

NAME Falmouth Road Race, Inc. - Jennifer Edwards, General Manager

MAILING ADDRESS P.O. Box 732, Falmouth, MA 02541

EVENT DAY & DATE Sunday, August 21, 2022

RAIN DATE None.

EVENT LOCATION Course from Woods Hole to Falmouth Heights; Lawrence School, Falmouth High School, beach parking lots, band shell, Nobska Light, Woods Hole Fire Station, Taft Field, Crescent Ave. for Bike Valet.

EVENT TYPE 7-mile road race

EVENT HOURS 5:00 a.m. – 12:00 p.m. SET-UP/BREAK DOWN Woods Hole & Fal. Hts. 8/14 8:00 am; 8/15 2:00 pm

NUMBER OF ATTENDEES 10,000 registrants VEHICLES 100-125 buses

ADDITIONAL DETAILS 1) Use of electricity at Bandshell for band. 2) Bike valet program at parcel located on corner of Grand Ave. & Crescent Ave. from 6:15 a.m. – 7:45 a.m. (approximately 300). 3) Buses on Katharine Lee Bates Rd. for staging. 4) Temporary use of beach parking lots. 5) Music at Nobska and Bandshell, 1-3 person bands along route. 6) Tents at Worcester Ct. 7) Medical tents: Scranton Ave., Mariner's Point, and Mill Rd.

CONDITIONS:

1. Submission of a Certificate of Insurance in the amount of \$1,000,000, including directors and officers coverage, naming the Town of Falmouth and Select Board as additional insured.
2. Contact Police detail sergeant to arrange for public safety requirements.
3. Contact Fire Rescue Department to arrange medical plan and EMS detail.
4. Contact Harbormaster to arrange for 3 MES boat details.
5. Contact Inspectional Services Department 30 days before event for tent permit and inspections.
6. Contact Health Department 30 days before event for temporary food permits and inspections.
7. Provide barricading.
8. Pay for 3 dispatchers, involved in busing.
9. Event sponsors are required to have a plan to separate recyclable materials from solid waste in compliance with applicable Massachusetts waste ban regulations.

PERMIT FEE \$450.00 FILING FEE \$10.00

DEPOSIT \$300.00 (Deposit refundable at conclusion of event provided that no litter or damage has occurred)

APPROVED:

Julian M. Luss
Town Manager

4/22/2022
Date



TOWN OF FALMOUTH
Office of the Town Manager & Select Board
59 Town Hall Square, Falmouth, Massachusetts 02540

TO: Julian M. Suso, Town Manager

FROM: Christopher Campbell, Communications Director
Edward A. Dunne, Police Chief
Timothy R. Smith, Fire Chief
Peter Johnson-Staub, Assistant Town Manager

SUBJECT: Falmouth Road Race Special Event Recommendation

DATE: April 12, 2022

The Special Events Internal Staff Working Group recommends approval 10,000 runners for the Falmouth Road Race (FRR) to be held August 21, 2022.

The FRR initially requested approval for 15,000 runners in the application submitted February 10, 2022. As you know, the Special Events Internal Staff Working Group met with representatives of the Falmouth Road Race on February 24th and communicated public safety concerns with respect to the number of participants for an event held when the summer population is two to three times the year-round population. The FRR subsequently met with representatives of the Police and Fire Departments to discuss what the FRR might do to reduce the burden on Town Departments. Several constructive suggestions were offered but none of them address the core of the issue which relates to overcrowding in Town and traffic congestion. On March 31st the FRR submitted a revised application seeking approval for 12,800 runners which is the number approved in 2019 before the pandemic.

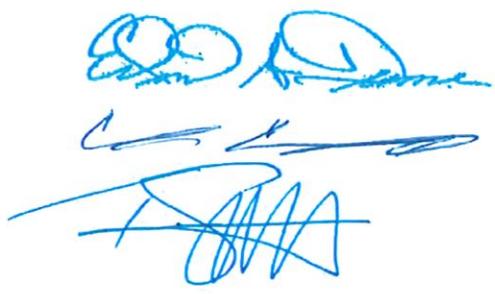
At the Special Events Internal Staff Working Group meeting today, we discussed the FRR offers to mitigate the impact on the Police Department by contracting with a private security company, hiring civilian flaggers to assist with traffic control, and attempting to fill police details with sworn officers from other public safety agencies. The Police Department agrees there is a role that such private firms can play to supplement the Police Department personnel required for the event but there are limits to the duties that can be performed by private employees. It was also noted that the Police Department routinely offers police details to all surrounding public safety agencies and in recent years only a small number of officers have chosen to work the event. Captain Reid expressed concerns about the plan to transport the runners safely to Woods Hole noting that this has been an ongoing concern for many years.

An event of this size, at this time of year, presents public safety concerns that go beyond what happens on the race route on the day of the event. Chief Dunne and Captain Brian Reid point out that the race affects public safety departments on Friday and Saturday, in addition to the day of the race on Sunday because of the increased crowds that gather at restaurants, clubs and beaches. The Police and Fire Department response to public safety calls throughout Town are delayed when the streets are overcrowded with vehicles and pedestrians over Road Race weekend. It is our belief that when the number of approved runners is increased, or decreased, there is a multiplier effect as many runners come to Falmouth with friends or

family. For all of these reasons, the position of the Police, Fire Departments and Communication Departments is that it is not in the best interest of the Town to authorize more than 10,000 runners.

Chief Dunne has stated he would agree to a larger event if it were held before June or after October.

CC: Special Events Internal Staff Working Group

Three blue ink signatures are present. The top signature is a cursive name, possibly 'John Dunne'. The middle signature is a horizontal line with a small loop at the end. The bottom signature is a more complex, stylized cursive signature.

//Falmouth Road Race 04-18-2022

**Recreation Committee
Town of Falmouth**

April 22, 2022

Select Board
59 Town Hall Square
Falmouth, MA 02540

Re: Falmouth Road Race Special Event Appeal of Town Manager Decision

Dear Select Board,

The Town of Falmouth Recreation Committee mission is to “be responsible for recommending policies to the Select Board regarding comprehensive year-round, indoor-outdoor recreation policies and programs. Such policies and programs shall be designed to meet the recreational needs of children, youth, adults, and the elderly.”

The Recreation Committee unanimously voted with one abstention to recommend to the Select Board to create a policy allowing the Falmouth Road Race to register 12,800 race participants for the annual special event on August 21, 2022. The Road Race provides a wonderful opportunity to our local children, youth, adults, and the elderly to recreate by running, volunteering, or cheering on our friends, families, and acquaintances each year. The Road Race income from sponsors, donors and registered runners allows our biggest Town benefactor to make direct donations to other local nonprofits, scholarships, community organizations, Falmouth Housing Trust, Falmouth Housing Corp., sport leagues, sport teams, bands, Girl Scouts, Boy Scouts, Recreation, Beach, Senior and School Departments with a very simple application.

The one day a year Road Race is our largest special event of the year. The cost of inconvenience to the Town and Government for 12,800 registered runners does not rise to a level of a serious risk for us as a Town. The Road Race responsible officials and volunteers with the great support of our Police and Fire Department have risen to the occasion every year and have managed this participant level in the past well. Reducing the race by any less of runners will financially impact our local children, youth, adults, and the elderly opportunities to enjoy, compete and watch recreation in our community.

The Road Race provides significant monetary enrichments and capital improvements for our Public Schools and Town properties not met by the Town budget. If School budget cannot budge for maintenance, equipment and amenities for our student athletes, band members, scientists,

musicians and other recreation activities, the administrators, athletic director, coaches, parent teacher organizations and students turn to the Road Race for cash.

The Road Race impacts our Town 365 days a year from their one big special event day. Every day in Falmouth the Road Race has a child wearing a sponsored shirt on the field, school or in their home. School and recreational sport equipment is stored in sheds built and paid for by Road Race. The Road Race contributes to scholarships, Falmouth High School After Prom at the Gus Canty Center¹, Girls and Boys Scouts, parent teacher organizations, cultural events, science events, track and gymnasium improvements, storage sheds on fields, playgrounds, equipment for musicians, school band, athletes, trophies, plaques, school banquets, athletic meals and must have items to just play the game or have an event.

The Road Race has provided capital for recreation projects on Town property sparing the taxpayer from spending Town dollars for gymnasium courts, locker room upgrades, playgrounds, score boards, uniforms, batting cages, sporting equipment, etc. Recently, the Road Race donated \$45,000 for Fuller Field handicap rubber surface ground cover for the new playground just in case there was not enough funds in the Town budget. The funds were not needed and may be used to restore the SBLI Playground dissembled for the Senior Center site at the Gaspa Sports Complex on Sandwich Road. The list of Road Race benevolence in our Town is broad and extensive.

The Recreation Committee respects the Special Events Committee thoughts and concerns about the size of Road Race. The Race officials state and proven they can use best efforts and gather the resources to manage concerns and reasonable risks. The requested 12,800 runners will provide an incredible sum for the Road race to continue their great charitable work. The Road Race with 2,800 less runners would cause a significant charitable recession in Town. The Road Race meets the Town's unbudgeted needs for our school children, scholarships and active and passive recreation for our children, youth, adults, and the elderly. The Road Race nonprofit and charitable financial support for our Town makes Falmouth real nice. Recreation Committee strongly recommends the Select Board allow 12,800 runners for the annual 2022 Road Race.

Sincerely,

Recreation Committee,
Sandy Cuny, Michael Heylin, Patricia Morano,
Richard Boles, Thomas Zine, Scott Ghelfi and
Robert A. Brown

¹ Recreation Committee suggests on Saturday Afternoon, May 7, 2022, the Select Board to drop in to see the Building After Prom transformation.

Diane Davidson

From: Jennifer Edwards <jennifer@falmouthroadrace.com>
Sent: Wednesday, April 20, 2022 11:31 AM
To: Diane Davidson
Cc: Julian Suso; Peter Johnson-Staub; Scott Ghelfi
Subject: Re: Special Event Application - Falmouth Road Race

Hi Diane,

The FRR, Inc. board of directors would like to submit a formal request for appeal to have a full field of 12,800 to the Select Board for the April 25th meeting.

On behalf of the board, thank you.

Jennifer Edwards
Executive Director
Falmouth Road Race, Inc.
155 Katharine Lee Bates Road | PO Box 732
Falmouth, MA 02541
Office: 508.540.7000 | Cell: 774-238-8065
[Facebook](#) | [Instagram](#) | [Twitter](#) | [#falmouthroadrace](#)
"A rising tide lifts all boats." –John F. Kennedy

On Tue, Apr 12, 2022 at 3:35 PM Diane Davidson <diane.davidson@falmouthma.gov> wrote:

Dear Jennifer,

During its meeting on Thursday, April 7, 2022, the Internal Working Group for Special Events met and discussed your application for the Falmouth Road Race to be held on Sunday, August 21, 2022. The Working Group recommendation to the Town Manager is approval of your event, with the following conditions:

- The event to be capped at 10,000 runners.
- Contact the Recreation Department to complete the reservation form for the Falmouth Heights Ball Field.
- Three boat details are required at the start.
- Pay for three dispatchers, involved in busing.

The permit is being prepared for review and final approval by the Town Manager.

As per the special events policy, you may appeal the decision of the Town Manager to the Select Board.

Thank you,

Diane

Diane S. Davidson

Office Manager/Licensing

Office of the Town Manager and Select Board

Town of Falmouth

59 Town Hall Square

Falmouth, MA 02540

diane.davidson@falmouthma.gov

(508) 495-7321

BUSINESS

5. Request for Variance to Sign Code – The Yoga Collaborative –
580B North Falmouth Highway

The Yoga Collaborative:

Request for variance to sign code, Section 184-5.

Location: 580 B North Falmouth Highway, North Falmouth

Length of time: Until ladder signs are complete.

Type of sign: Ribbon flag

Quantity: 1

Size: 13' in height

Town of Falmouth, MA
Friday, April 22, 2022

Chapter 184. Signs

Article II. General Standards

§ 184-5. Prohibited signs.

- A. Billboards, streamers, pennants, ribbons or other similar devices shall not be constructed, posted or erected in any zoning district. Exceptions include flags, as allowed under § 184-30A, and bunting(s) exhibited to commemorate national patriotic holidays, and temporary banner(s) announcing charitable or civic events as allowed under § 184-30B, which shall be defined as temporary signs.
- B. Flashing signs, roof signs, signs containing moving parts, and parts containing reflective elements which sparkle or twinkle in the sunlight are not permitted. Barber poles and signs indicating the current time and/or temperature are permitted, provided that they meet all other provisions of this chapter.
- C. Any sign advertising or identifying a business or organization which is either defunct or no longer located on the premises is not permitted. Exceptions are granted to landmark signs which may be preserved and maintained even if they no longer pertain to the present use of the premises.
- D. No sign shall be larger than forty (40) square feet, except for a mall sign, which shall be no larger than one hundred thirty-two (132) square feet.
- E. No sign, except for a traffic, regulatory or informational sign, shall use the words "stop," "caution" or "danger" or shall incorporate red, amber or green lights resembling traffic signals or shall resemble "stop" or "yield" signs in shape and color.

Diane Davidson

From: Melissa J. Lorusso <info@theyogacollab.com>
Sent: Monday, March 28, 2022 12:34 PM
To: Diane Davidson
Subject: The Yoga Collaborative temporary sign request
Attachments: Permiteyes.pdf

Follow Up Flag: Follow up
Due By: Monday, April 4, 2022 10:30 AM
Flag Status: Flagged

Hi Diane

Nice speaking with you just now, thanks for all the information.

I am requesting to use my 13' ribbon flag sign temporarily for my business. The Yoga Collaborative 580B North Falmouth Highway, North Falmouth. There are 2 ladder signs that the owner of the business is in the works of redoing/permitting to have us added. However, it is taking longer than expected. I'm hoping to have an exception and be able to use my ribbon sign until that process is complete. We are a business that has re-opened after having to close due to COVID. We are at a new location and the sign would be very helpful for our clients.

Attached is an image of it. Jonathan Dickinson has the permit application as well and I've attached a screen shot from the e-permit page here as well.

Thanks so much

Melissa Lorusso


Melissa J. Lorusso
info@theyogacollab.com
508-964-2101



**13 ft Flag - double-sided - feather
Shipped**

[Write a review](#)

Reorder

BUSINESS

6. Town Manager Summary Evaluation

**Evaluation of the Town Manager
Summative Comments
February 2022**

To begin by accentuating the positive, Mr. Suso and Financial Director, Jennifer Mullen, have maintained a AAA bond rating for Falmouth demonstrating strength in the area of financial management. Mr. Suso has a list of accomplishments which speaks to his ability to manage multiple departments and employees. Additionally, in the last year progress has been made on a number of important fronts. Most of the projects ultimately managed by the Town Manager have come in on time or earlier, and on budget or underbudget.

However, while demonstrating fiduciary proficiency, the Select Board has concerns with personnel management as evidenced by the recent resignations of Town employees, specifically at the upper management and director level positions. The Select Board can fully appreciate the complexities of managing a significant staff, so it is difficult to assess the reasons behind the resignations of Town employees. However, without an understanding of information from performance evaluations or exit interviews, and being able to analyze the data, the causes remain unclear. The privileged nature of personnel information is understood – the Select Board may not have access to specific details and information, nor should it need to be involved at this level. Instead, the Town Manager should be reviewing the information and analyzing it critically, then informing the Select Board of recommendations for himself or the Select Board to consider in retaining Town employees. This has not happened.

At times, it is necessary to follow up with Mr. Suso on tasks requested by the Select Board when he could use his follow-through as an opportunity to take pride in those accomplishments. For example, every request for updates made regarding the Falmouth Housing Corporation's project on Scranton Avenue has been answered. However, this could have been used as an opportunity for Mr. Suso to take leadership on affordable housing, one of the Select Board's often reiterated priorities. Rather than the Board requesting updates every so often, Mr. Suso should provide regular updates without being asked. A few of the recent changes to the Select Board meetings (Town Manager's report at the beginning, list of updates on open positions, etc.) will hopefully prove beneficial to Mr. Suso and the Select Board in this area.

This year sometimes included some difficult dynamics between the Mr. Suso and the Select Board. One consistent and troubling theme that continues to create a struggle for Select Board credibility and for important town initiatives is that there is very little rapport between the Mr. Suso and the public. Select Board members spend an inordinate amount of time fielding complaints from both voters and from town staff regarding Mr. Suso's leadership and communication style. It is constant and it plagues almost every project or policy the Select Board wishes to advance. This is not conducive to getting important work done. Without adopting the sentiment, the Select Board

recognizes that many people consistently cite a lack of trust in Mr. Suso and note that he seems defensive or evasive when answering specific questions from the public. To many, Mr. Suso's leadership appears to lack transparency and Falmouth residents do not feel there is an openness to dialogue on tough subjects. While this may be untrue, this is how a vast number of residents and staff perceive Mr. Suso. This Select Board needs to find a way to address this as it continues to bog down work that must be done and takes valuable time away from the most important needs of the Town. Additionally, Mr. Suso tends to resist or fails to support planning to address the growing risks of: inadequate workforce affordable housing; environmental degradation due to inadequate sewage treatment; predicted property and infrastructure damage due to flooding from sea-level rise, and increased storm damage caused by global warming.

CONSENT AGENDA

1. Licenses

- a. Approve application for a Change of Manager of a Seasonal All Alcoholic Club License – Seacoast Shores Association, Inc. located at 7 Farview Lane, East Falmouth

LICENSE APPLICATION REVIEW

Restaurant/Business: Seacoast Shores Association

Address: 7 Farview Lane, East Falmouth

License Type: All Alcoholic Beverages Club License

New or Transfer of License _____

or

Change of License Alteration of Premises & Change of
Manager _____

Police No Objection _____

Fire _____

Building _____

Health _____

Zoning _____

Planning _____

DPW _____

Assessor _____

Tax Collector _____

. _____

. _____

. _____

NOTES:

- The Change of Manager application was continued from April 11, 2022. A town background check has been completed and a CORI is part of the application.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Falmouth

City/Town

00209-CL-0390

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee: Seacoast Shores Association, Inc. DBA:

Street Address: 7 Farview Lane Zip Code: 02536

Manager: Marisa Veisor

Granted under Special Legislation? Yes No

If Yes, Chapter
of the Acts of (year)

§12 Club Seasonal All Alcoholic Beverages

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

2 level Clubhouse, ground level: office, function room, 2 bathrooms, changing room, storage room. Upper level: deck, 2 bathrooms, kitchen, storage room. Outside: fenced pool area (60'x35' adult pool and small kiddie pool), fenced tennis court, parking area. The clubhouse building is fully handicapped accessible with an elevator and three entrances/exits. Seating capacity 120 patrons. Weather permitting, lunch will be served to 40 or more adults on deck chairs in the Pool Area from 11:30 am to 4:00 pm during which time the interior

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 3/15/2022 Time 2:15 pm

Advertised Yes No Date Published n/a Publication

Abutters Notified: Yes No Date of Notice n/a

Date APPROVED by LLA 4/25/2022 Decision of the LLA Approves this Application

Additional remarks or conditions (E.g. Days and hours) Change of Manager application appointing Marisa Veisor was carried over from meeting of 4/11/2022

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Seacoast Shores Association, Inc.	Falmouth	00209-CL-0390

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Change the temporary outdoor seating into a permanent seating that requires annual review and approval. The total of 120 people capacity for serving food & alcoholic beverages remains the same. Change of manager.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Darya Latypova	Bookkeeper	seacoastshoresassociation@gmail.com	774-251-1504

2. AMENDMENT-Change of License Classification

<input type="checkbox"/> Change of License Category	Last-Approved License Category	
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	
<input type="checkbox"/> Change of License Class	Last-Approved License Class	
Seasonal or Annual	Requested New License Class	
<input type="checkbox"/> Change of License Type*	Last-Approved License Type	
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

<input type="checkbox"/> Change of Corporate Name	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> Change of DBA	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> Change of Corporate Structure	Last-Approved Corporate Structure	
LLC, Corporation, Sole Proprietor, etc	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

<input type="checkbox"/> Pledge of License	To whom is the pledge being made:	
<input type="checkbox"/> Pledge of Inventory		
<input type="checkbox"/> Pledge of Stock		

5. AMENDMENT-Change of Manager

Change of License Manager

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth

Residential Address uth MA 02556

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises Last-Approved License Manager

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
6/20/2021	11/4/2021	Sales Manager	Hersha Hospitality Management	Clark Guinn
2/1/2020	11/1/2021	Home Aid/House Manager	Noonan Family Relative	Margorie & Peter Noonan
12/2017	1/2020	Senior Sales Manager	Radisson / Red Lion Hotels	Becky Polanski
11/2016	9/2017	Assistant General Manager	Holiday Retirement	unknown/retired

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

CONSENT AGENDA

1. Licenses

- b. Approve application for a Special One-Day Liquor License –
Barnstable County Agricultural Society – Barnstable County Fair
– Cape Cod Fairgrounds – Monday, 7/18/22 – Sunday, 7/24/22

Diane Davidson

From: Diane Davidson
Sent: Tuesday, April 5, 2022 4:07 PM
To: Brian Reid (brian.reid@falmouthpolicema.gov); Sean Doyle (sean.doyle@falmouthpolicema.gov); Boyd Demello - Falmouth Fire Rescue Department (boyd.demello@falmouthfirema.gov); Scott McGann (scott.mcgann@falmouthma.gov)
Subject: Barnstable County Fair - 1-Day Liquor License / Sunday Entertainment License
Attachments: 1 Day LL Application-2022-Barnstable County Fair.pdf; Sunday Entertainment License Application-2022-Barnstable County Fair.pdf; Cape Cod Fairgrounds - 2022 Events.pdf

To all,

Attached, for your review and recommendations, please find an application from the Barnstable County Agricultural Society for a one-day liquor license for the Barnstable County Fair to be held from Monday, July 18 through Sunday, July 24, 2022. Also attached is an application for Sunday Entertainment on Sunday, July 24, 2022.

Thank you,

Diane

*Diane S. Davidson
Office Manager/Licensing
Office of the Town Manager and Select Board
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
diane.davidson@falmouthma.gov
(508) 495-7321*



APPLICATION

SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES
M.G.L.A. CHAPTER 138, SECTION 14

NAME OF APPLICANT: Barnstable County Agricultural Society

ADDRESS OF APPLICANT: 1220 Nathan Ellis Highway

NAME OF ORGANIZATION: Barnstable County Fair

MAILING ADDRESS: 1220 Ellis Highway, E/ Falmouth, MA 02536

TELEPHONE #: 5085633200 EMAIL: wendy@barnstablecountyfair.org

LOCATION TO BE LICENSED-ADDRESS: 1220 Nathan Ellis Highway

EVENT TITLE: Barnstable County Fair APPROXIMATE # OF PEOPLE: 5000

DATE(S) OF EVENT: 7/18-7/24-2022 HOURS OF EVENT: Noon-10pm

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: Wendy Brown

TYPE OF LICENSE:

- 1. WINE & MALT NON-PROFIT FOR PROFIT
- 2. ALL ALCOHOLIC NON-PROFIT ONLY

REQUIREMENTS check list:

- ✓ 1. Provide a narrative overview of the event including food service and security
- ✓ 2. Certificate of non-profit status (if your organization is non-profit)
- 3. Certificate of liquor liability insurance; 1 MILLION PER OCCURANCE - \$2 MILLION AGGREGATE *To Come*
- ✓ 4. Certificate of TIPS or other alcohol safety training for all persons handling alcohol *To Come*
- ✓ 5. Floor plan of area where alcohol will be served and consumed, and security plan
- 6. Temporary Food Permit (Health Department) *N/A*

1/27/2022

DATE

Wendy Brown

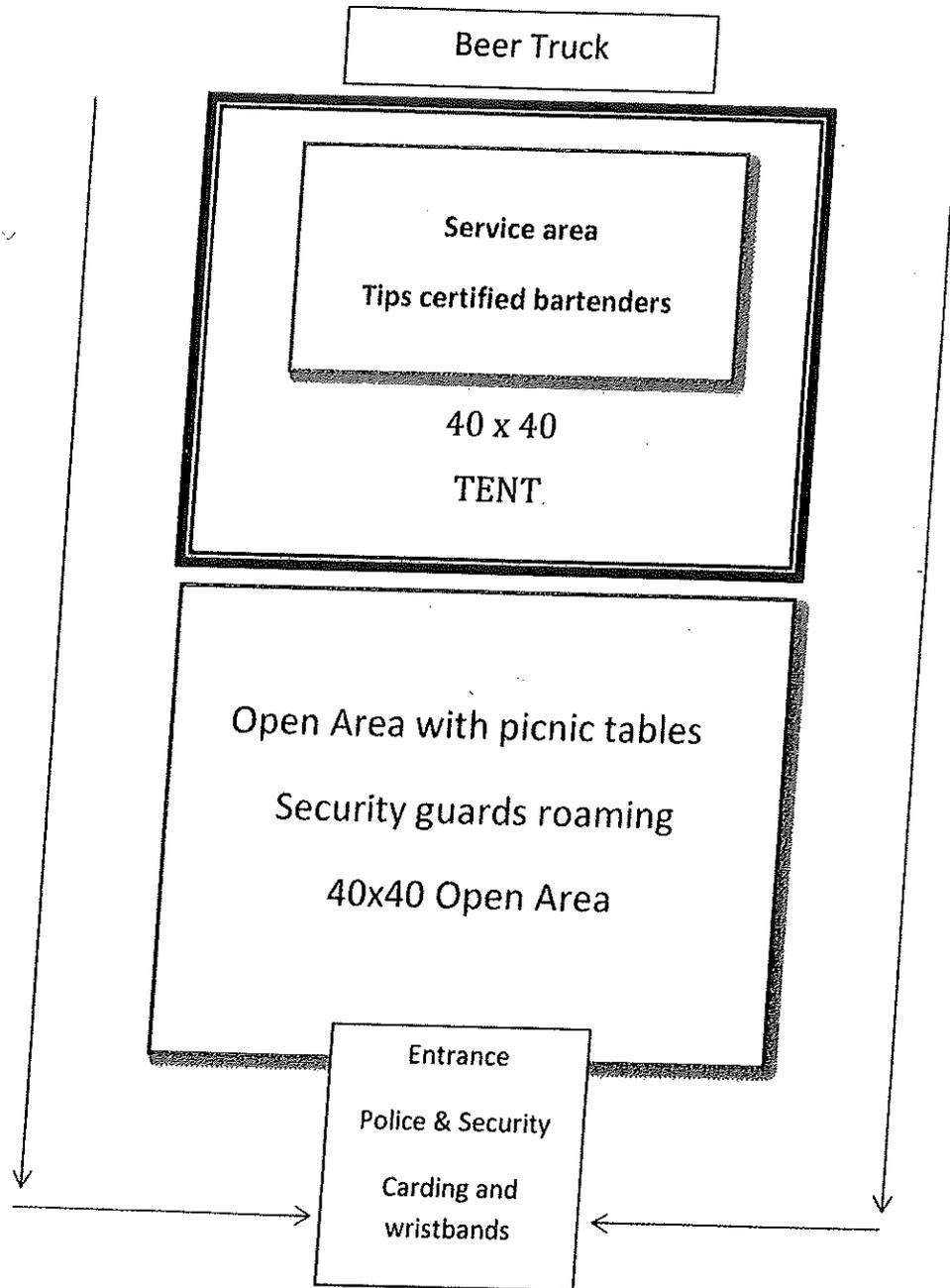
APPLICANT SIGNATURE

FEE: \$25.00 PER DAY

\$10.00 FILING FEE

Barnstable County Fair

This layout and procedures were what we agreed upon with the Police Department



Arrows represent a fencing that is a 8 foot barrier so no beer can be passed. Security will card person who is drinking and they will be wristbanded and hand stamped. Person can only purchase one beer at a time. When person purchases beer his wristband will be hole punched. There is a two beverage maximum per person per day. The hand stamp will allow us to know that person has already been in.

CONSENT AGENDA

1. Licenses

- c. Approve application for Sunday Entertainment License – Barnstable County Agricultural Society – Barnstable County Fair – Cape Cod Fairgrounds – Sunday, 7/24/22

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF FALMOUTH



State Fee, \$ 5
Municipal Fee, \$ 10

LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Barnstable County Agricultural Society in or on the property at No. 1220 Nathan Ellis Highway, East Falmouth, MA 02536 (address)

The Licensee or Authorized representative, Wendy Brown in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
7/18-24	all DAY	PETTING ZOO
7/18-24	12-9	showcase stage performers, and strolling, Various ARTISTS
7/24/22	6-8pm	Main stage - Hall + OATES TRIBUTE Band.
7/18-7/20	12-10pm	Rockwell Amusements

Hon. DOUGLAS BROWN Mayor/ Chairman of Board of Selectman, FALMOUTH (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

CONSENT AGENDA

1. Licenses

- d. Approve application for a Special One-Day Wine & Malt Beverages License – Mayflower Brewing Company – May Day Festival – Coonamessett Farm – 277 Hatchville Road, East Falmouth – Sunday, 5/1/22

LICENSE APPLICATION REVIEW

Restaurant/Business: Mayflower Brewing Co.

Address: Coonamesett Farm, 277 Hatchville Road

License Type: One-Day Wine & Malt Beverages License

New or Transfer of License _____

or

Change of License _____

Police no objection

Fire _____

Building _____

Health _____

Zoning _____

Planning _____

DPW _____

Assessor _____

Tax Collector _____

NOTES:

PAID
\$10.00
CASH



RECEIVED
APR 8 2022
SELECTMEN'S OFFICE

APPLICATION

SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES
M.G.L.A. CHAPTER 138, SECTION 14

NAME OF APPLICANT:

Mayflower Brewing Company

ADDRESS OF APPLICANT:

12 Resnik Road

Plymouth

MA

02360-7245

NAME OF ORGANIZATION:

Mayflower Brewing Company

MAILING ADDRESS:

12 Resnik Road Plymouth, MA 02360

TELEPHONE #:

5087462674

EMAIL:

ethan@mayflowerbrewing.com

LOCATION TO BE LICENSED-ADDRESS:

277 Hatchville Road

East Falmouth

MA

02536

EVENT TITLE:

May Day Festival

APPROXIMATE # OF PEOPLE:

500

DATE(S) OF EVENT:

May 1, 2022

HOURS OF EVENT:

10am - 3pm

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT:

Elyza Roderick-Luke

TYPE OF LICENSE:

1. WINE & MALT

NON-PROFIT

FOR PROFIT

2. ALL ALCOHOLIC

NON-PROFIT ONLY

REQUIREMENTS check list:

1. Provide a narrative overview of the event including a description of the premises, food service, and security
2. Certificate of non-profit status (if your organization is non-profit) *n/a*
3. Certificate of liquor liability insurance; 1 MILLION PER OCCURANCE - \$2 MILLION AGGREGATE
4. Certificate of TIPS or other alcohol safety training for all persons handling alcohol
5. Floor plan of area where alcohol will be served, consumed, and securely stored and how this will be separated from public areas (roping, fences, etc.)
6. Temporary Food Permit (Health Department)

4/8/2022

DATE

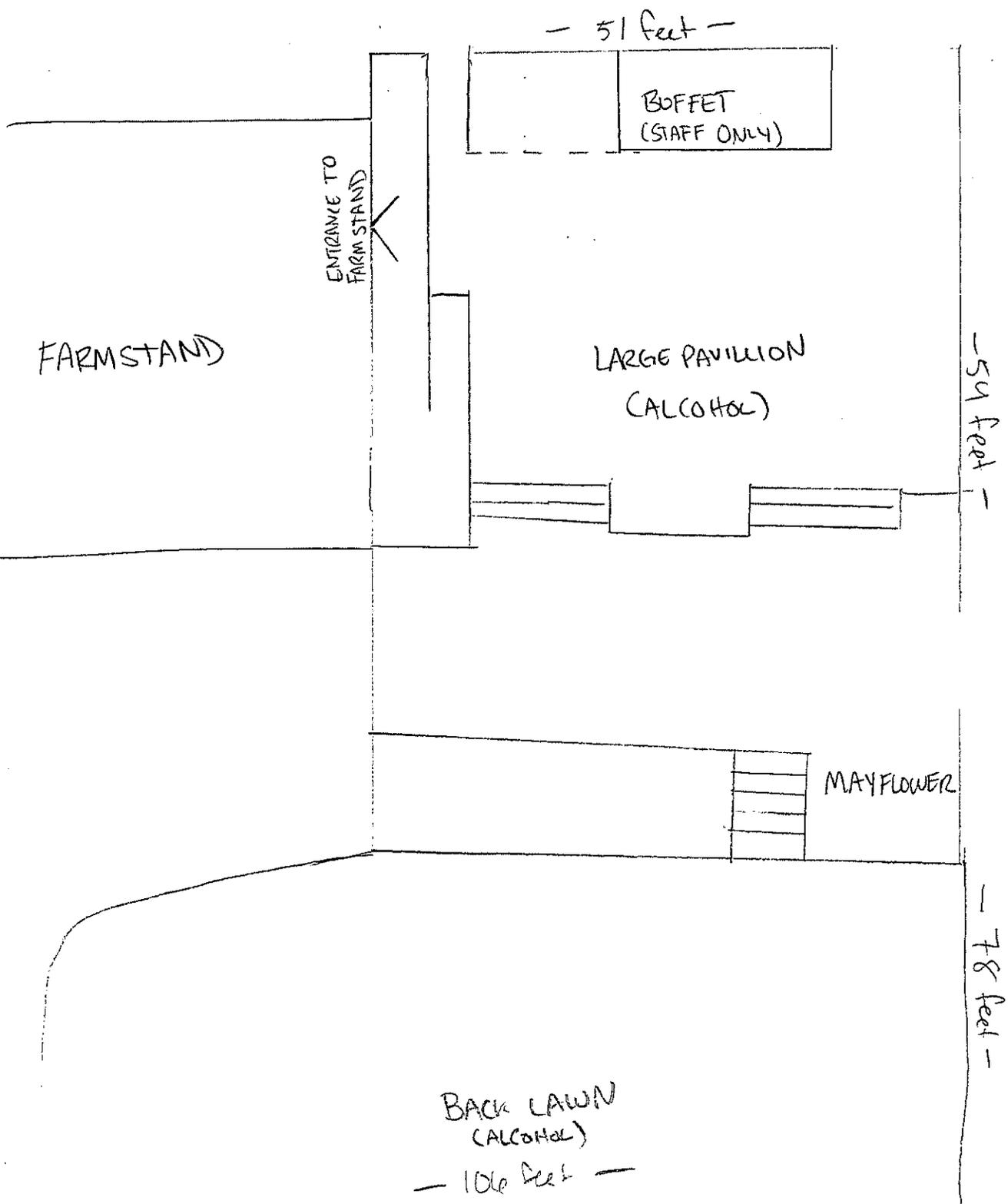
APPLICANT SIGNATURE

FEE: \$25.00 PER DAY

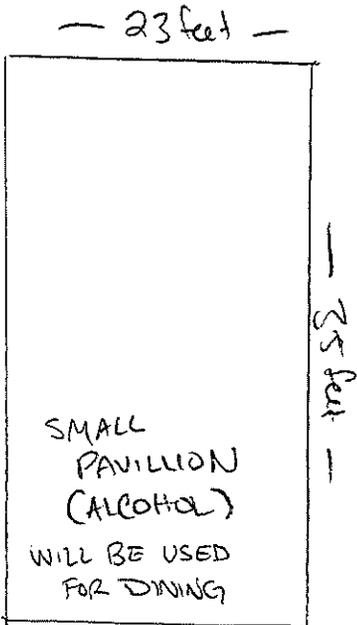
\$10.00 FILING FEE

Narrative of the event:

Mayflower Brewing is seeking a special one day liquor license to sell and serve our beer at Coonamessett Farm's May Day Festival held at 277 Hatchville Road, E. Falmouth. Coonamessett Farm is a members only farm and is holding their May Day Festival on Sunday, May 1st 2022 from 10am to 3pm. We will be set up among local artists as a part of their artisan market underneath their main pavilion. The main pavilion, smaller pavilion located to the left of the main pavilion, and lawn area located behind the main pavilion will be alcohol consumption zones. This area will be roped off as you can see in the floor plan and "no alcohol beyond this point" signs will be posted. There will also be farm staff patrolling this area to make sure it is strictly enforced. A farm staff member will also be at the entrance directly next to the Mayflower Brewing booth checking IDs as attendees enter. The Mayflower Brewing booth will be located in an alcove in the main pavilion with our table set up in the front with the enclosed space behind us. Both of the Mayflower staff working this event are TIPS certified and will be checking IDs as attendees approach our booth. Our beer will be stored in an under counter "lowboy" two door fridge in our booth with overflow being stored in the buffet fridge located diagonally across the pavilion behind a closed door in a staff only room. We will only be selling and serving beer and the beers selected for this event range from 5-8% ABV per serving. Mayflower Brewing has done thousands of events over the 15+ years we have been a company and never have we ever served an underaged person or had any mishaps or issues.



ALCOHOL BARRIER



CONSENT AGENDA

1. Licenses

- e. Approve application for two Special One-Day Wine & Malt Beverages Licenses – Fresh Pond Holy Ghost Society – 408 Carriage Shop Road, East Falmouth – Sunday, 6/5/22 and Saturday, 8/20/22

LICENSE APPLICATION REVIEW

Restaurant/Business: Fresh Pond Holy Ghost Society

Address: 408 Carriage Shop Road, East Falmouth

License Type: One-Day Liquor License

New or Transfer of License _____

or

Change of License _____

Police No objection

Fire No objection

Building _____

Health No issues

Zoning No Comment

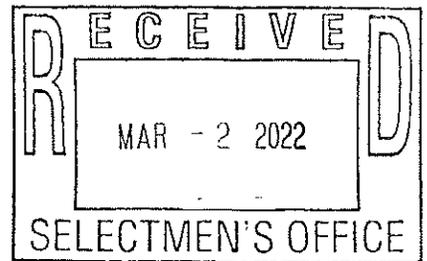
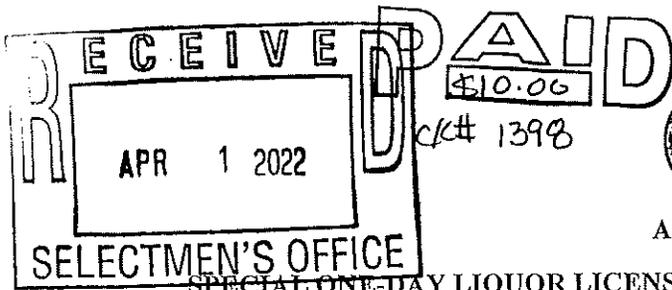
Planning _____

DPW _____

Assessor _____

Tax Collector _____

NOTES:



APPLICATION

SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES
M.G.L.A. CHAPTER 138, SECTION 14

NAME OF APPLICANT:

William R Valadao

ADDRESS OF APPLICANT:

2 E Falmouth MA

NAME OF ORGANIZATION:

Fresh Pond Holy Ghost Society

MAILING ADDRESS:

1 Teaticket MA 02536

TELEPHONE #:

MAIL:

[Redacted]

LOCATION TO BE LICENSED-ADDRESS:

408 Carnegie St Falmouth MA

EVENT TITLE:

Portuguese Festival

APPROXIMATE # OF PEOPLE:

200

DATE(S) OF EVENT:

8-20-22

HOURS OF EVENT:

4PM - 11PM

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT:

William R Valadao

TYPE OF LICENSE:

- 1. WINE & MALT NON-PROFIT FOR PROFIT
- 2. ALL ALCOHOLIC NON-PROFIT ONLY

REQUIREMENTS check list:

- 1. Provide a narrative overview of the event including food service and security
- 2. Certificate of non-profit status (if your organization is non-profit) N/A
- 3. Certificate of liquor liability insurance; 1 MILLION PER OCCURANCE - \$2 MILLION AGGREGATE
- 4. Certificate of TIPS or other alcohol safety training for all persons handling alcohol
- 5. Floor plan of area where alcohol will be served and consumed, and security plan
- 6. Temporary Food Permit (Health Department)

3-2-22

DATE

William R Valadao

APPLICANT SIGNATURE

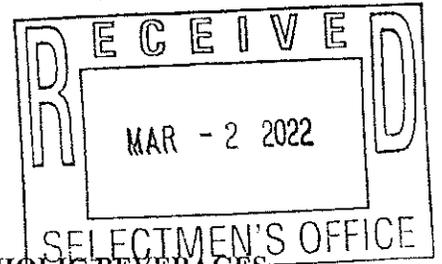
FEE: \$25.00 PER DAY

\$10.00 FILING FEE



APPLICATION

SPECIAL ONE-DAY LIQUOR LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES
M.G.L.A. CHAPTER 138, SECTION 14



NAME OF APPLICANT: WILLIAM R VALADAO

ADDRESS OF APPLICANT: Rd E Fall River MA

NAME OF ORGANIZATION: Fresh Pond Holy 6 Host Society

MAILING ADDRESS: P.O. Box 2204 Teaticket MA 02536

TELEPHONE #: [] MAIL: [REDACTED]

LOCATION TO BE LICENSED-ADDRESS: 405 Carriage Shop Rd E Fall River

EVENT TITLE: Pontiac Festival APPROXIMATE # OF PEOPLE: 200

DATE(S) OF EVENT: 6-5-22 HOURS OF EVENT: NOON - 6PM

AUTHORIZED MANAGER OF ESTABLISHMENT EVENT: William R Valadao

- TYPE OF LICENSE:
- 1. WINE & MALT NON-PROFIT FOR PROFIT
 - 2. ALL ALCOHOLIC NON-PROFIT ONLY

REQUIREMENTS check list:

- ✓ 1. Provide a narrative overview of the event including food service and security
- 2. Certificate of non-profit status (if your organization is non-profit) N/A
- ③ 3. Certificate of liquor liability insurance; 1 MILLION PER OCCURANCE - \$2 MILLION AGGREGATE
- ✓ 4. Certificate of TIPS or other alcohol safety training for all persons handling alcohol
- ✓ 5. Floor plan of area where alcohol will be served and consumed, and security plan
- ⑥ 6. Temporary Food Permit (Health Department)

3-2-22

DATE

William R Valadao

APPLICANT SIGNATURE

FEE: \$25.00 PER DAY

\$10.00 FILING FEE

Portuguese Festival
Serving Ethnic Food.

Security on Premises will be
Done by Members of Fresh Pond
Holy & Host Society

Certificate of Liquor Liability
will be provided upon receiving
Liquor Permit.

Food Permit will be provided
upon receiving Liquor Permit

OUTDOOR COVERED BAR
12x10 SECURED AREA
BEER & WINE ON ICE & COOLDERS.

1 mile north

1 mile north

Backyard.

gazebo

4 FT WALL
4 FT WALL
10x12
BAR
CATERED
BEER LINE
FULL WALL

Back Door

FRESH POND
HALL

EST 1900

Back Door

CONCESSION STAND
SODA - WATER
FOOD

METS
FOOD
LADIES
ROOM

FENCE

Front Door

1 mile north

Front yard

Parking Area

DRIVEWAY

408 CARRIAGE SHOP Rd

CONSENT AGENDA

1. Licenses

- f. Approve application for a Special One-Day Wine & Malt Liquor License – Crooked Coast – Coast Fest – Bandshell/Marina Park – Saturday, 8/6/22

LICENSE APPLICATION REVIEW FORM

Date: 4/25/22

Applicant: Crooked Coast, Luke Vose

Address: Coast Fest, Bandshell/Marina Park, Saturday, 8/6/22

License Type: Special One-Day Liquor License

New or Transfer of License _____

or

Change of License _____

Application sent to the departments, indicated below, for comment:

Event discussed by the Internal Working Group for Special Events meeting on Thursday, February 24, 2022. Working Group recommends approval.

Police No objection

Fire No objections

Building _____

Health No issues

Zoning _____

Planning _____

NOTES:



TOWN OF FALMOUTH
Office of the Town Manager and Select Board
59 Town Hall Square, Falmouth, Massachusetts 02540
Telephone (508) 495-7320

**APPLICATION
SPECIAL ONE-DAY LIQUOR LICENSE
FOR THE SALE OF ALCOHOLIC BEVERAGES
M.G.L.A. CHAPTER 138, SECTION 14**

NAME OF APPLICANT: Luke Vose/Crooked Coast

ADDRESS OF APPLICANT: 42 Minot st. Falmouth, MA 02540

NAME OF ORGANIZATION: Crooked Coast

MAILING ADDRESS: 42 Minot st. Falmouth, MA 02540

EMAIL; TELEPHONE #: LOCATION TO BE LICENSED AND ADDRESS:

crookedcoast@gmail.com

**Falmouth Bandshell, Marine Park 180 Scranton Ave, Falmouth, MA
02540**

AUTHORIZED MANAGER/OFFICER OF ESTABLISHMENT: Luke Vose

TYPE OF EVENT: Music Concert

DATE(S) OF EVENT: August 6th

HOURS OF EVENT: 3 pm-10 pm

APPROXIMATE # OF PEOPLE: 2,500

TYPE OF LICENSE:

1. WINE & MALT NON-PROFIT FOR PROFIT X

2. ALL ALCOHOLIC (NON-PROFIT ONLY)

REQUIREMENTS:

1. Narrative describing the event
2. Floor plan of area where alcohol will be served and consumed, and security plan
3. Certificate of non-profit status (if your organization is non-profit)
4. Certificate of liquor liability insurance: \$1 million per occurrence/\$2 million in the aggregate
5. Certificate of TIPS or other alcohol safety training for all persons handling alcohol
6. Application for Temporary Food Permit (Health Department)

APPLICANT'S SIGNATURE DATE

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by a circular flourish and a long, wavy horizontal line extending to the right.

LICENSE FEE: \$25.00 PER DAY

FILING FEE: \$10.00

Coast-Fest is a one day music festival featuring 6 local and regional bands. There will be food vendors as well. All food vendors will be applying for their permits ASAP.

Although it's not a non profit event we will be donating a portion of the proceeds to the Falmouth Service Center and Wings for Falmouth Families.

Attached is a site plan for the event. You will see all alcohol will be sold and consumed in the beer garden. There will be color coded wristbands making it easy for security to visually make sure all guests in the beer garden are 21+. This system worked well in 2019.

We will have a team of experienced security guards lead by Traci Williams who was director of security in 2019 and did a great job keeping the event safe and fun for everyone. There will also be Falmouth PD detail officers.

John's Liquors will be catering all alcohol. Although they don't know which servers will be on that day, they guarantee they will all be TIPS certified.

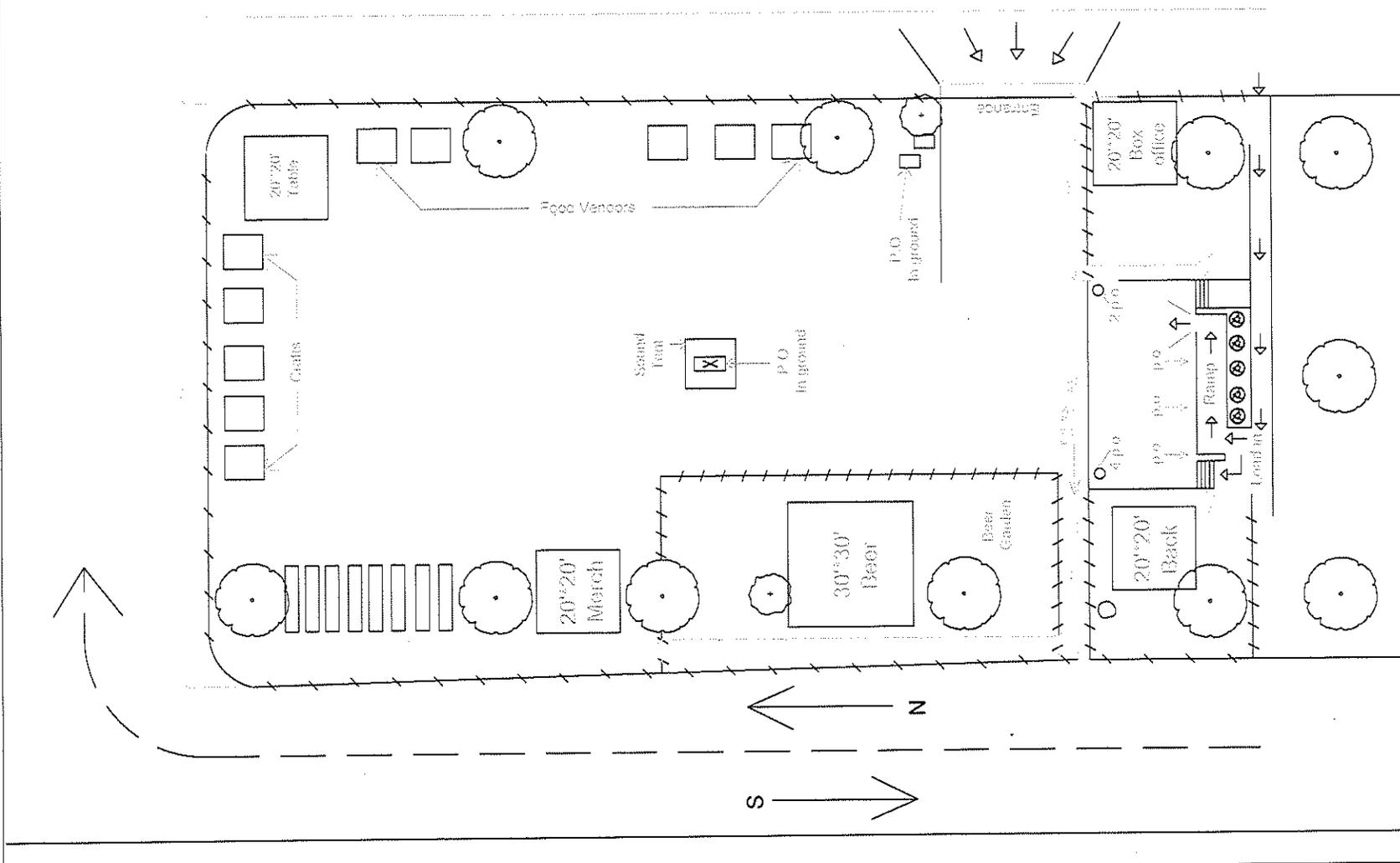
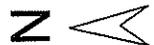
Fence -Need 880' to cover (entire perimeter) Need (90') to cover left+right of stage

Key - $\frac{1}{8}" = 4'$

//// Fence

□ Bouse house

P.O Poweroutlet



CONSENT AGENDA

1. Licenses

- g. Approve application for a Sunday Entertainment License – Portuguese American Assoc. of Falmouth, Inc., 55 Ashumet Road, Hatchville



Town of Falmouth
 Office of the Town Manager/Selectmen
 59 Town Hall Square, Falmouth, MA 02540
 508-495-7320

ENTERTAINMENT LICENSE ANNUAL APPLICATION

Massachusetts General Laws, Chapter 140, Section 183A as amended by Chapter 694 of 1981

Required fields are outlined in red.

NAME OF BUSINESS: Portuguese American Association of Falmouth, Inc. D/B/A []

ADDRESS: 55 Ashumet Road

TOWN: East Falmouth STATE: MA ZIP CODE: 02536

NAME OF OWNER/MANAGER: Robert P. Kubitschek

TELEPHONE #: 508-563-7396 EMAIL: paaoffalmouth@gmail.com

MAILING ADDRESS: PO Box 70 Falmouth, MA 02541

LOCATION OF ENTERTAINMENT ON PREMISES: licensed premises including outdoor patio

DAYS OF ENTERTAINMENT: Sunday

HOURS OF ENTERTAINMENT: 12:00 am to midnight

Provide a detailed description of proposed entertainment in the field below and provide a FLOOR PLAN including the proposed locaton of the entertainment:

PLEASE CHECK THE APPROPRIATE BOX FOR ALL TYPES OF ENTERTAINMENT REQUESTED:

SUNDAY ENTERTAINMENT: NO YES (if YES, complete a separate Sunday Entertainment application - contact Select Board office)

- 1. DANCING By Patrons No Dancing
- 2. MUSIC Recorded Live Amplified Acoustic Other

I certify that this application contains a true description of the entertainment provided by this establishment and that I have complied with M.G.L. Chapter 140, Section 183A, Paragraph 3, by stating whether as part of the concert, dance exhibition, cabaret and public show any person will be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any female person will be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the breast below the top of the areola, or any simulation thereof.

TAX ATTESTATION: I certify under the penalties of perjury that the information provided in this application is true and that, to my best knowledge, I have filed all state tax returns and paid all state and local taxes as required under law. I understand that Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation:

DATE [] X []

Total Town Fees: \$110

Filing Fee: \$10

License Fee: \$100

Fees payable to Town of Falmouth

Signature - OWNER or MANAGER

THE COMMONWEALTH OF MASSACHUSETTS

Town OF Falmouth



State Fee, \$ 100.00
Municipal Fee, \$ 150.00

LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Portuguese American Association of Falmouth, INC. in or on the property at No. 55 Ashmet Rd, East Falmouth, MA 02536 (address)

The Licensee or Authorized representative, Robert P. Kubitschek in accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
		Special Hours: Sunday 12:00 AM - Midnight - \$100 check to Commonwealth of Massachusetts
		- \$150 check to Town of Falmouth
		**Fee of \$150 payable to Town of Falmouth by Money Order or Certified Bank Check only.

Hon. Douglas C. Brown Mayor/ Chairman of Board of Selectman, Falmouth (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

CONSENT AGENDA

2. Administrative Orders

- b. Approve request from Falmouth Farmers Market, Inc. for a waiver/reduction of the special event permit fee for the Falmouth Farmers Market at Marina Park

Board of Selectmen
Fee Waiver Policy
-Adopted February 11, 2016

I. General Fee Waiver Policy (excluding Special Events Fees)

It is the policy of the Town of Falmouth to consistently and equitably implement the annual schedule of fees; however, there may arise from time-to-time unique circumstances in which fees may be waived.

Fee Waivers shall be granted by the Town Manager only as follows:

- **Municipal and School Projects:** Town Projects in which the procurement and solicitation documents clearly indicate in the bidding process prior to the opening of the price proposals that fees shall be waived.

Private non-profit agencies presenting a case for a unique public benefit may seek a waiver of fees subject to staff review and approval by the Board of Selectmen. These agencies should contemplate up to a two-month review and approval period. To be eligible for a waiver of fees, the private non-profit shall exhibit that it offers a unique public benefit at no charge to the public or provides a service to the Town Residents, particularly the neediest of our residents. Affordable Housing projects that are required to prepare a development pro forma to receive permits or grants will not be considered unless they provide 100% affordable housing and the development fees and profit are limited to below 20% of the project cost.

Inspection fees and fees associated with direct service or material costs will not be waived.

II. Special Events Fees and Use Charges Policy

Public amenities in the Town of Falmouth such as parks, facilities, special open spaces and public ways have been developed for the use and enjoyment of the public. Special events fees and use charges have been established with an understanding that these fees and charges relate to the cost of supporting the facility for such events. Special events may limit access to the public, may only be available to the public willing to pay a fee for the use and enjoyment of the facility/event, and for some events the general public may be prohibited from accessing the facility during the approved Special event.

BOS Fee Waiver Policy (continued)

Daily Fees:

The daily fee established shall be charged for each day the Special event has been granted use and enjoyment of the facility. Set up and break down days will be charged the daily fee.

Recurring Events:

Recurring one-day events (more often than four times a year) will be charged the full fee for at least the first and the last day of the scheduled event. Any consideration for a waiver is as described below.

Fee Waivers:

The Town will waive daily fees for special events sponsored by established Village associations, the Falmouth Fireworks Committee, the Falmouth Chamber of Commerce, Falmouth VIPS, Falmouth Public Schools, Falmouth Academy, or the Town of Falmouth. With the exception of School or Town events, fees will not be waived for any events that have limited public access or charge an admission fee.

Fee waivers can also be granted, upon request, by the Town Manger under the following conditions:

- An event providing broad community benefit and sponsored for charitable purposes may request a fee waiver. The Sponsor must present a letter of request including financial documentation verifying that all net event fees collected will be directed to a specific charitable purpose.

Any recurring events may be granted a discount up to 75% of the daily charge (excluding the required first and last days) upon application to the Board of Selectmen. The Board will consider the cost of maintenance of the facility, the public benefit of the event, and the public disruption caused by the event.

All events will carry any necessary insurance and supply bonds as required for the event.

Request for Fee Waiver:

Falmouth Farmers Market – Marina Park

Notes:

\$200.00 per day permit fee x 20 days = \$4,000.00

First and last = \$400.00

18 days x \$200.00 = \$3,600.00 - \$2,700.00 (75% reduction) = \$900.00

\$400.00 + \$900.00 = \$1,300.00 permit fee; however,

Background:

Back in 2016, the fee for use was \$100 per day x 21 days = \$2,100.00

The Board voted as follows:

First and last day = \$200.00

\$2,100.00 - \$1,575.00 (75% reduction) = \$525.00

\$500.00 (in kind donation to take care of the garden in front of the Harbormaster's Office) + \$200.00.

Although the daily use fee has increased, the Board has approved the reduced fee of \$500 in kind + \$200 annually from 2016 to 2021.

Falmouth Farmers' Market
PO Box 179
Falmouth MA 02541

Re: Falmouth Farmers' Market Fee Exemption Request for 2022

April 1, 2022

Dear Members of the Select Board,

We are writing to request a Special Events Fee Waiver for the 2022 season of the Falmouth Farmers Market.

We are so thankful for the support of the town of Falmouth and wanted to highlight some of the important ways we are making a difference for our community.

Farmers Markets Increase Access to Fresh, Nutritious Food

- Harvested the morning of the market, or just the day before, the produce at the farmers market is extremely fresh.
- We are proud to host two farmers who participate in the Healthy Incentives Program (HIP) from the Commonwealth of Massachusetts. HIP puts money back on your EBT (Electronic Benefits Transfer) card* when you use SNAP (Supplemental Nutrition Assistance Program) to buy healthy, local fruits and vegetables from HIP farm vendors.
- We had over \$5000 of SNAP sales at our market in 2021. With our bonus match, generously supported by Sustainable CAPE and the Woods Hole Foundation, each week we match up to \$10 per SNAP customer, helping stretch the dollars spent on local foods. In 2021, our bonus match totalled over \$2500.
- Our farmers and vendors donated over 2000 pounds of food to the Falmouth Service Center over the season. In addition, in partnership with Farming Falmouth, the "Share Your Bounty" program resulted in an additional 1300 pounds of donations from neighbor's gardens.

Farmers Markets Stimulate Local Economies

- Americans have long known that farmers markets offer shoppers food that's unrivaled taste and freshness, however, a growing body of research points to the economic benefits of farm-direct marketing. One recent study discovered that, "**for every dollar of sales, direct marketers are generating twice as much economic activity within the region, as compared to producers who are not involved in direct marketing.**"¹

¹ <http://farmersmarketcoalition.org/education/stimulate-local-economies/>

- When food is produced, processed, distributed and sold all within the same region, more money stays in the local economy. This leads to economic development and job creation. Farmers markets provide opportunities for small farmers and businesses to sell their products, and they help meet the growing demand for locally produced food. Being able to quickly and directly market to the consumer gives farmers important income opportunities without the added costs of shipping, storage and inventory control.²

Farmers Markets Support Healthy Communities

- Studies of Los Angeles farmers market shoppers reveal that 75% came to market to do more than shop, 55% felt the market increased their connection to community, 99% believed the market improves the health of the community, and 53% believed the market improves perceptions of the neighborhood.³
- A study by the Project for Public Spaces revealed that people who shop at farmers markets have 15-20 social interactions per visit, while they would only have one or two per visit to the grocery store. Evidence of the clear correlations between social interaction and health mean the social space at farmers markets has important public health implications.⁴

As you know, the Farmers' Market has grown into a thriving Thursday afternoon community event at Marine Park. We strive to be good neighbors and stewards of the Park while creating a space for local farms, agricultural, and food businesses can interact directly with the people eating their foods.

The Falmouth Farmers' Market is a non-profit organization with an all-volunteer board with one paid employee, our on-site Market Manager. We are attaching our Profit and Loss Statement for 2021. The market's operating income is based on vendor fees and donations.

We feel that the Market is a special part of the town of Falmouth and hope that you recognize this as well. We look forward to working with you for another successful season.

Sincerely,

Lindsey Close, President
Falmouth Farmers' Market

² <https://www.usda.gov/media/blog/2013/08/05/farmers-markets-community-centerpieces>

³ <http://farmersmarketcoalition.org/education/support-healthy-communities/>

⁴ <http://farmersmarketcoalition.org/education/support-healthy-communities/>

Falmouth Farmers Market - 2021

Income

Vendor Fees	\$7,288.00
Misc. Donations	\$1,013.00
Grants	\$3,294.00 * see narrative below
Total Income	\$11,595.00

Expenses

Town of Falmouth permits	\$210.00
Insurance	\$1,181.00
Payroll (Payroll, taxes & fees)	\$5,090.20
EBT/SNAP fees	\$1,051.60
Holiday Market (porta-potty)	\$225.00
Telephone	\$510.00
Website hosting, domain fees, etc.	\$114.17
Commonwealth of MA Annual Report	\$15.00
Memberships	\$319.00
Accounting services	\$300.00
Post Office Box Rental	\$134.00
Misc. Supplies (Copies, garden supplies etc)	\$211.51
SNAP bonus program	\$2,599.00
	\$11,960.48
Total	-\$365.48

This amount included \$1000 left from 2020 grants towards the SNAP bonus program.

CONSENT AGENDA

2. Administrative Orders

- a. Approve request from John Wesley United Methodist Church for a waiver/reduction of the special event permit fee for Sunday Worship Services at Surf Drive Beach

Request for Fee Waiver:

Sunday Worship Services – John Wesley United Methodist Church – Surf Drive Beach

Notes:

\$75.00 per day permit fee x 8 days = \$600.00

First and last day = \$150.00

6 days = \$450.00 - \$337.50 (75% reduction) = \$112.50

\$112.50 + 150.00 = \$262.50 permit fee



John Wesley 'United Methodist Church

270 Gifford Street, Falmouth, MA 02540

Rev. Rebecca Mincieli
Cell: (508) 776-1374
Email: PastorRebecca@comcast.net

Office: (508) 548-3050
Email: jwumcfalmouth@comcast.net
Website: www.johnwesleyumc.org



Special Events Internal Working Group/
Falmouth Board of Selectmen
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

February 22, 2022

Dear Madams and Sirs:

On behalf of the John Wesley United Methodist Church, I am writing to ask your approval to use Surf Drive Beach again this summer to hold a brief non-denominational worship service on Sunday mornings. I have communicated with Maggie Clayton, acting Beach Superintendent, and she fully supports our services. As we have done the previous seven summers, we would gather every Sunday from 7:30am-8:00am. Our first service would be on July 3rd and run through September 4th. We would not hold services on July 19th – Falmouth Triathlon, or August 21st – Road Race.

I would also ask the Board of Selectmen for a fee waiver under the Fee Waiver Policy, where recurring events are granted a discount up to 75% of the daily charge, excluding the first and last days. We have received this waiver each year in the past, based on the fact that this service provides a broad community benefit, and there is no additional cost to the town, as the beach attendant is already at the beach prior to our service and we leave prior to the opening of the parking lot. This would be a total of 8 Sundays, so with the first and last days being $\$75 \times 2 = \150 , plus 75% reduction of the remaining 6 days, ($\$18.75 \times 6 = \112.50), our total would be $\$262.50$. Attached is our application form.

Thank you very much for your consideration. If I can provide additional information, please don't hesitate to contact me.

Very truly yours,

Rev. Rebecca Mincieli

CONSENT AGENDA

2. Administrative Orders

- c. Approve request from Falmouth Rotary Club for a waiver/reduction of the special event permit fee for the Rotary Club Craft Fair at Marina Park

Request for Fee Waiver:

Rotary Club Craft Fair – Marina Park

Notes:

\$200.00 permit fee per day x 3 days (1 setup day + 2 event days) = \$600.00

First and last = \$400.00

1 day = \$200.00 - \$150.00 (75% reduction) = \$50.00

\$400.00 + \$50.00 = \$450.00 permit fee

Diane Davidson

From: Michelle Royer <MRoyer@kerfoottech.com>
Sent: Friday, March 25, 2022 11:17 AM
To: Diane Davidson
Subject: Rotary Craft Fair Fee Waiver

Follow Up Flag: Follow up
Due By: Monday, April 4, 2022 9:30 AM
Flag Status: Flagged

Diane,

The Rotary Club of Falmouth requests a waiver of special event permit fee for its annual Craft Fair. The proceeds from the Craft Fair go to scholarships to the schools or to a college student formerly from a Falmouth high school. Payment of the permit fee would reduce the amount available for the scholarships. We appreciate consideration of our request.

Regards,

Bill Kerfoot

William B. Kerfoot, Ph.D.
President
Kerfoot Technologies, Inc.
766-B Falmouth Road
Mashpee, MA 02649
508-539-3002 Phone
508-539-3566 Fax
wbkerfoot@kerfoottech.com
www.kerfoottech.com

CONSENT AGENDA

2. Administrative Orders

- d. Vote to Approve Request for Exemption under G.L. c. 268A, § 20(d), Disclosure by Special Municipal Employee of Financial Interest, from the Conflict of Interest Law – Gerald Potamis, Zoning Board of Appeals

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

	MUNICIPAL EMPLOYEE INFORMATION
Name:	GERALD POTAMIS
Title or Position:	ALTERNATE MEMBER OF ZBA
Municipal Agency:	ZBA
Agency Address:	10 TOWN HALL SQUARE FALMOUTH MA
Phone:	774 836 0996
E-mail:	GPOTAMIS@GMAIL.COM
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	PARTICULAR MATTER
Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	<p>Please describe the particular matter.</p> <p>As an appointed member of the ZBA , I may be asked to review , discuss and vote on an application or other official actions by ZBA</p> <p>I am considered a special municipal employee</p> <p>I live at 13 Amherst Ave, Falmouth Ma and may on occasion be considered as an abutter to an applicant or issue coming before the Selectboard</p> <p>I currently don't have or intended to have any financial interest in abutting properties as declared below</p> <p>In the future if a conflict of interest should exist, I will resubmit this form and or recuse myself from any vote</p> <p>This action ,will relieve me and Selectboard of future action items and make for a more efficient process since there currently is numerous construction projects in Falmouth Heights. In the past year I have been listed as an abutter for at least three requests for permits from the ZBA <u>The most recent one being 90 Nantucket Ave for which I am a listed abutter with a hearing date scheduled for May 12.</u></p> <p>I am filing this form for your review in accordance State Ethics Committee Advisory 05-02 : Voting on Matters Affecting Abutters or near by property and advice of Town Council</p>
Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	<p>Please describe the task you are required to perform with respect to the particular matter.</p> <p>I may review, discuss and vote a decision by the ZBA</p>

FINANCIAL INTEREST IN THE PARTICULAR MATTER	
<p>Write an X by all that apply.</p> <p>None</p>	<p><input type="checkbox"/> I have a financial interest in the matter.</p> <p><input type="checkbox"/> My immediate family member has a financial interest in the matter.</p> <p><input type="checkbox"/> My business partner has a financial interest in the matter.</p> <p><input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter.</p> <p><input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.</p>
<p>Financial interest in the matter</p>	<p>Please explain the financial interest and include a dollar amount if you know it.</p> <p>I have no financial interest</p>
<p>Employee signature:</p>	
<p>Date:</p>	<p>April 9, 2022</p>

DETERMINATION BY APPOINTING OFFICIAL

APPOINTING AUTHORITY INFORMATION	
<p>Name of Appointing Authority:</p>	<p>Selectboard</p>
<p>Title or Position:</p>	<p>Alternate Member of ZBA</p>
<p>Agency/Department:</p>	<p>Town of Falmouth</p>
<p>Agency Address:</p>	<p>Town Hall Square</p>
<p>Office Phone:</p>	
<p>Office E-mail</p>	
DETERMINATION	
<p>Determination by appointing authority:</p>	<p>As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.</p>
<p>Appointing Authority signature:</p>	
<p>Date:</p>	
<p>Comment:</p>	

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Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.

Form revised February, 2012

CONSENT AGENDA

2. Administrative Orders

- e. Naming request to consider naming the connector from the Shining Sea Bikeway to the crossing at Palmer Ave. onto Katharine Lee Bates Rd. as the Kevin Lynch Connector and to place a sign or plaque in his honor

**Town of Falmouth
Board of Selectmen
NAMING POLICY FOR PUBLIC FACILITIES AND PLACES**

Adopted, December 6, 2010

Policy:

This policy is adopted pursuant to the naming of public facilities and places in honor and/or in memory of those who served the greater Falmouth community.

Guidelines:

It is the policy of the Town of Falmouth, that the naming of public facilities and places is a significant event and should be done rarely, and only in accordance with the following guidelines:

Public facilities or places shall be considered for naming or renaming by written request, accompanied by background information and rationale, to the Board of Selectman;

The Board shall consider naming based upon:

- Persons who were residents or town employees of excellent character and reputation who made significant contributions to the town. Attributes include:
 - Unusually effective and dedicated service to or on behalf of the town;
 - Efforts to sustain the high quality of life and service within the community;
 - Demonstrated understanding and activities within the essential functions of town government;
 - Service in the defense of freedom or other examples of effective citizenship;
- A geographic or functional name related to the facility or area;
- Names provided as part of trust arrangements, donations, bequests or other related activities;
- Tradition;
- Some combination of the above mentioned attributes.

Procedure:

In order to avoid personal or collective prejudice, favoritism, political pressure and/or temporary popularity, the Board shall take no action on an application to name a public facility or place for a period of at least one (1) year following submission of said application;

After the waiting period has elapsed, a subcommittee of two (2) selectmen shall seek the input and advice of whichever department, board, committee, or commission oversees the public facility or place to be named or renamed, and hold a public hearing to seek input from the community;

The recommendation of the subcommittee shall be considered and voted by the full Board of Selectmen in an open regular meeting. Naming the public facility or place shall require a vote of four (4) members of the Board of Selectmen;

Changing the name of a public facility or place already named shall require a vote of four (4) members of the Board of Selectmen AND a two-thirds vote of Town Meeting.

Eligibility:

All public facilities and places under the jurisdiction of the Board of Selectmen and/or any of its direct and indirect appointees are eligible to be named. These facilities and places include, but are not limited to: town buildings or parts thereof, undeveloped parcels of land, recreation areas, intersections, streets and roads, and other landmarks.

Exceptions:

Exceptions to this policy shall be made for:

- The Memorial Bench Policy;
- Where state or national laws, or regulations pertaining thereto, require that a facility or place be named in any manner inconsistent with this policy. For example, the Massachusetts LAND grant program requires that property acquired with these funds be named before they will reimburse the town for said purchase;
- Where naming is utilized as part of a capital campaign to raise funds. For example, the capital campaign which supported the 2007 renovation of the main branch of the Falmouth Public Library.

Diane Davidson

From: Julian Suso
Sent: Tuesday, April 12, 2022 11:18 AM
To: Diane Davidson
Subject: FW: Suggested proclamation and path naming

Diane,
FYI, for a future SB draft agenda. (As we know, there is a mandatory "waiting period" per SB policy for any definitive action on this). Thanks.
Julian

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

From: Doug Brown <doug.brown@falmouthma.gov>
Sent: Sunday, April 10, 2022 7:52 AM
To: Scott Lindell <scott.lindell@falmouthma.gov>
Cc: Megan English Braga <megan.english-braga@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Julian Suso <julian.suso@falmouthma.gov>; Tim Shea <[REDACTED]>
Subject: Re: Suggested proclamation and path naming

Hi Scott
Thanks for sending these suggested naming opportunities. We will find a place on a near future agenda for the Select Board to consider your suggestions.
I plan to recognize the Bicycle and Pedestrian Committee on Monday for their work with Eversource to come to agreement on elements of the Vinyard cable project. I had intended to speak to that at Town Meeting. The fact it passed on the blanket illustrates the fact that the project was well vetted by the Committee, the Select Board and Town Staff.

Thank You
Doug Brown
Falmouth Select Board
508 560 4149

> On Apr 9, 2022, at 5:58 PM, Scott Lindell <scott.lindell@falmouthma.gov> wrote:
>
> Dear Doug and Megan,
>
> On behalf of the Shining Sea Bikeway users, both residents and visitors, the current Bicycle and Pedestrian Committee would like to honor two former longtime Bikeway Committee members. As noted in a recent Falmouth Enterprise obituary, among other accomplishments, Kevin Lynch was a founding member of the Falmouth Bikeways Committee and its first and long-time chairman. Through his efforts, the Shining Sea Bikeway was able to grow in well-planned stages toward North Falmouth. As a long-time bicycle commuter, Kevin was instrumental in the acquisition of funding for bicycle parking facilities. A part of his legacy is the bike racks distributed throughout the Town of Falmouth.
>
> For the many contributions to our Town, we would request that the Selectmen name the connector from the Shining Sea Bikeway to the crossing at Palmer Avenue onto K.L. Bates Rd as the Kevin Lynch Connector, and request that an appropriate sign or plaque be placed there in his honor.
>
> Additionally, the Committee would like to honor long-time member Robert Fitzpatrick for his efforts to communicate the Bikeways Committee's ideas to Falmouth Department of Public Works. Bob constantly worked with Town

employees and state Department of Transportation employees to facilitate the extension of the Shining Sea Bikeway to North Falmouth. Bob was also instrumental in the expansion of bike parking in the Town of Falmouth, and the foresight to pave the existing connector on the west side of Palmer Ave to Goodwill Park.

>

> For his many contributions to our Town, we would request that the Selectmen name the connector from the Shining Sea Bikeway to the crossing at Palmer Avenue into Goodwill Park as the Bob Fitzpatrick Connector. Again, we and request that an appropriate sign or plaque be placed there in his honor. The Committee and the Friends of Falmouth Bikeways are committed to making the funds available for these naming opportunities. I've attached a news article that captured their youthful energy in the day.

> respectfully,

> Scott Lindell, Chair

> and

>

>

> Ted Rowan, Treasurer

>

> Falmouth, MA 02540

>

> [REDACTED]

>

> [REDACTED]

>

> Everyone must believe in something, I believe I'll go biking.

>

> Thoreau sort of...

>

>

"http://www.cyclingcapecod.com<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.cyclingcapecod.com%2f&c=E,1,bpY2_0BW5TCe1vtnRbkZQ9gqlvzMZ8WybdKdn4DpcFs5KO-D5ALFff0BoZB43HY3thLzwq3R-dQBYNtJtvjRHJ3BJxVjCJIQOymc4YrF2Uvgt9L5EjMAhABc6Q,,&typo=1>"

> <Lynch and Fitzpatrick contributions LL selected for bikeway extension.pdf>

CONSENT AGENDA

2. Administrative Orders

- f. Naming request to consider naming the connector from the Shining Sea Bikeway to the crossing at Palmer Ave. into Goodwill Park as the Bob Fitzpatrick Connector and to place a sign or plaque in his honor

CONSENT AGENDA

2. Administrative Orders

- g. Vote to authorize the Town Manager to grant written consent to Joe Q Veteran Coffee Break to perform renovations to the building at 300 Dillingham Ave. subject to applicable procurement requirements and building permit approval

Diane Davidson

From: Carissa April [REDACTED]
Sent: Tuesday, April 19, 2022 4:37 PM
To: Falmouth Selectboard
Cc: Joe Q Coffee Break
Subject: Renovations @ 300 Dillingham Ave.
Attachments: Renovations explanation (1).pdf; FALMOUTH COMMUNITY VETERANS CENTER - 3-10-22 (1).pdf

Greetings,

After requesting the Town Manager (landlord) approve our proposed renovations for use as a community Veterans center, we now understand it will be a consent agenda item at your meeting on April 25th. We have shared the drawings with the Town Manager, Town Clerk & DPW Facilities Manager, all have indicated no objections with the understanding all work will be conducted with required permits from the Town in place and will comply with applicable procurement rules.

We are excited to share the progress we have made thanks to so many area professionals who have partnered with us to ensure the success of making a community Veterans center a reality for Falmouth. Thanks to the immeasurable generosity of time and talent of Valle Group, Keenan & Kenny Architects, Mike Duffany, Kate Smith, Mike Borcelli and so many others, we now have the vision on paper. The renovations we propose will improve appeal and functionality of the space, and in many cases throughout, accessibility is improved or corrected in accordance with current public building codes to address deficiencies in those areas. These drawings represent a master plan to be accomplished over time, but our goal is to approach the work in stages in order to get the Center open as soon as possible. Thank you for your service to the Town, our Veterans and their families through your support of this initiative.

On behalf of the Board,
Carissa April

Explanation of proposed renovations at the Falmouth Community Veterans Center, 300 Dillingham Ave

This text accompanies the architectural drawings and provides a brief description of the changes we, the Tenant, propose to make to the facility to improve appeal and functionality of the space.¹ In some cases, the updates are essential for use as a public space; in others, the changes will maximize functionality or simply improve the appeal of the building as a Community Veterans Center. In many cases throughout, accessibility is improved or corrected in accordance with current public building codes to address deficiencies in those areas. These drawings represent a master plan to be accomplished over time, but our goal is to approach the work in stages in order to get the Center open as soon as possible.

1. Entryway: Move "storefront" glass/aluminum enclosure out to existing concrete landing to improve arrival; change door to on-center; remove storefront enclosure from inside to provide more use of space at lobby/welcome area
2. Restrooms: Current layout and appliances are antiquated, cumbersome, and inefficient;
3. Kitchen: Improve appliances and functionality, expand potential for use as coffee shop/café style operation
4. Boiler Room: Reconfigure for better access from hallway rather than kitchen, gain kitchen footprint
5. Add egress at NW wall: Replace existing window with glass fixed-panel and glass door; create more scenic offering from inside, open the view to the pond upon entering the building, allow easy movement from café area to outside, eliminate need for concrete ramp from door at North side from kitchen which is unsightly & interrupts use of lawn area there
6. Add small management office: A small office here creates a short hallway at SW corner to provide some privacy from the adjacent small office planned for Veteran and family counseling; provides central location/visibility for management activities; two options shown: one minimum footprint, other incorporates window & more useful space
7. Conference Room: Correct ADA access hallway/door swing dimensions by widening hallway by small reduction of storage space at South end of building (Town's retained voting storage); two options shown: one minimum required per ADA, other shows cleaner design, more functional and visually appealing access to Conference/Education & Tech space
8. Office reconfiguration along East wall: Creates accessible storage for tables, chairs, podium, program supplies (e.g. exercise equipment, art/craft supplies), increases size of SE corner room for health & wellness activities; increases size and access to space at entry for recreation & games (e.g. pool table, card tables, kid's corner)

Other: Additional renovations may include finishes (i.e. flooring, ceiling), ceiling repairs from roof leaks, lighting, HVAC installation, replacement of 10-12 windows (necessary/not cosmetic due to age/leaking, etc.); these, in addition to landscape/site design will also be vetted in accordance with your requirements as proposals are identified.

¹ In accordance with the Lease, all repairs and renovations will be at the expense of the Tenant or with donated services and materials, the Town will not incur any cost.

DATE:
10 MAR 2022

REVISIONS

KEENAN + KENNY ARCHITECTS, LTD.
 10 HANBURY STREET
 BOSTON, MA 02114
 617.552.8100
 www.keenan-kenny.com

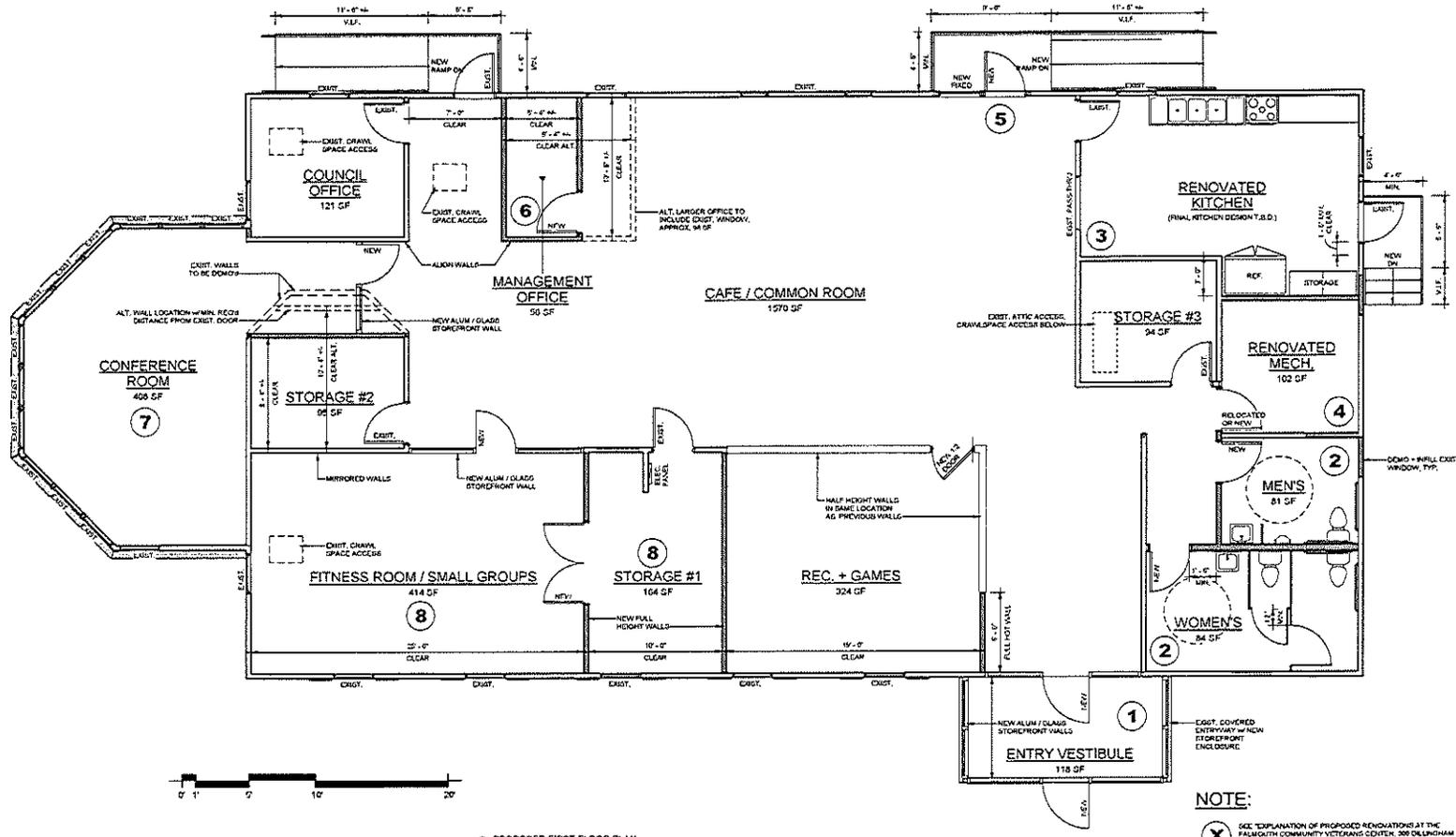
RENOVATIONS TO:
FALMOUTH COMMUNITY VETERANS CENTER
 300 DILLINGHAM AVE, FALMOUTH, MA

DATE/TITLE
PROPOSED FLOOR PLAN

PROJECT NO.

SCALE:
 1/4" = 1'-0"

A1.1



PROPOSED FIRST FLOOR PLAN
 1/4" = 1'-0"

3.10.2022.3 05:51 PM

DATE:
10 MAR 2022

REVISIONS

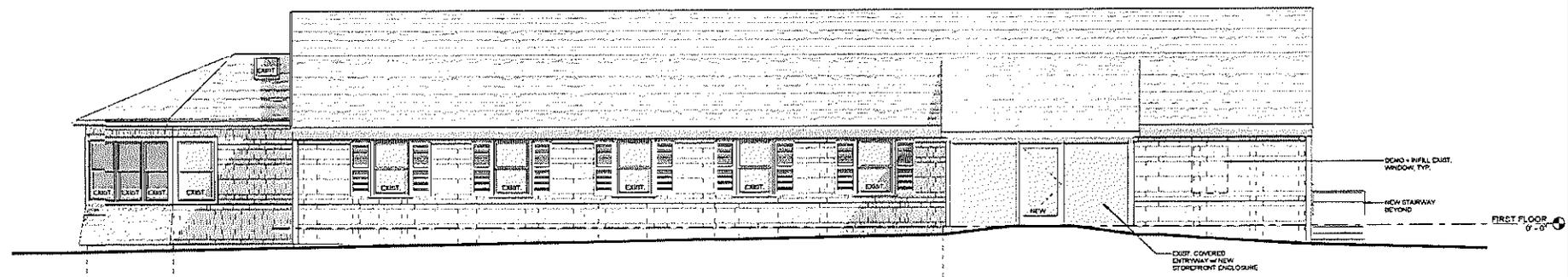
KEENAN + KENNY ARCHITECTS, LTD.
 40 Park Street
 Falmouth, MA 01935
 508-547-1111
 www.keenan-kenny.com

RENOVATIONS TO:
**FALMOUTH COMMUNITY
 VETERANS CENTER**
 300 DILLINGHAM AVE, FALMOUTH, MA

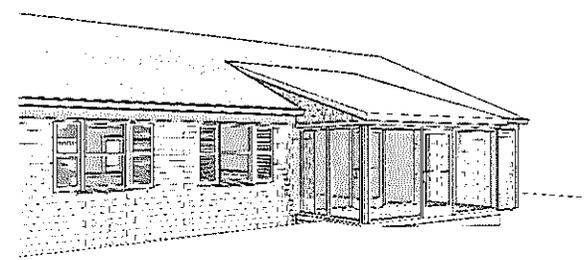
SHEET TITLE
PROPOSED ELEVATIONS

PROJECT NO.
 SCALE
 1/4" = 1'-0"

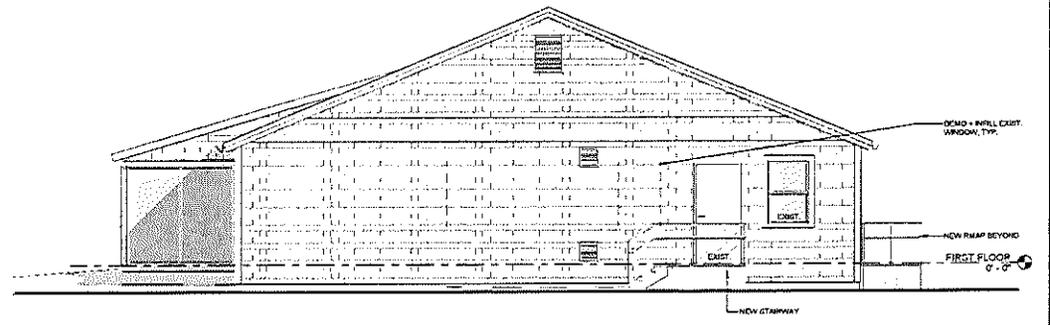
A2.1



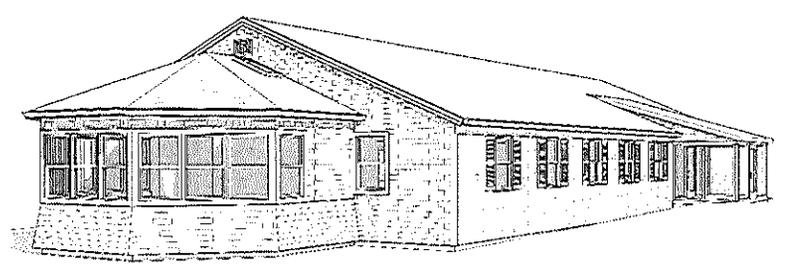
A PROPOSED EAST ELEVATION
 1/4" = 1'-0"



B ENLARGED ENTRYWAY



C PROPOSED NORTH ELEVATION
 1/4" = 1'-0"



D SOUTHEAST VIEW



3.10.2022 3:05:51 PM

DATE:
10 MAR 2022

REVISIONS

KK
KEENAN + KENNY ARCHITECTS, LTD.
145 WASHINGTON ST. SUITE 1100
FALMOUTH, MA 01903
508.548.3370 TEL. 508.548.3370 FAX

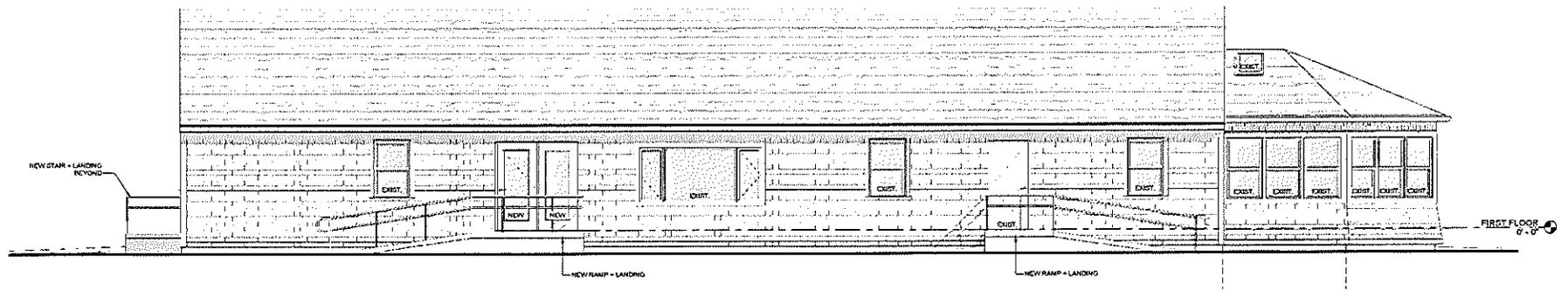
RENOVATIONS TO:
**FALMOUTH COMMUNITY
VETERANS CENTER**
300 DILLINGHAM AVE, FALMOUTH, MA

PROJECT FILE
PROPOSED ELEVATIONS

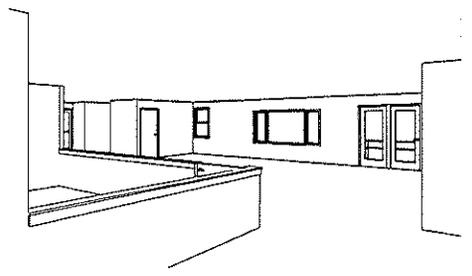
PROJECT NO.

SCALE:
1/4" = 1'-0"

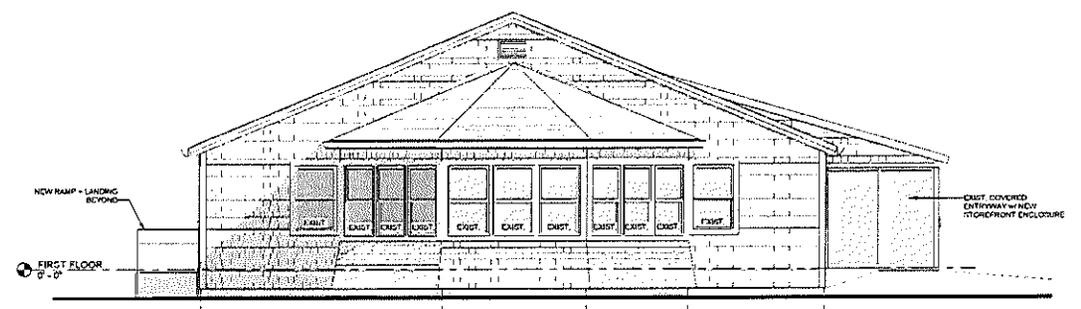
A2.2



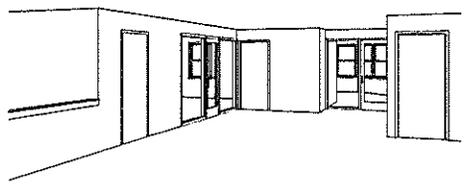
Ⓐ PROPOSED WEST ELEVATION
1/4" = 1'-0"



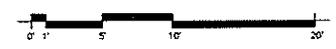
Ⓒ INTERIOR VIEW OF CAFE / COMMON ROOM



Ⓓ PROPOSED SOUTH ELEVATION
1/4" = 1'-0"



Ⓔ INTERIOR VIEW LOOKING TOWARDS FITNESS ROOM / SMALL GROUP



3.10.2022 3:05:55 PM

CONSENT AGENDA

2. Administrative Orders

- h. Approve Grant of License to Earl W. Davis to maintain a stone wall and garden in front of the home and to the east of the gravel driveway at 14 Dillingham Avenue

GRANT OF LICENSE

The TOWN OF FALMOUTH, a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts acting by and through its duly elected Board of Selectmen, in consideration of One and 00/100 (\$1.00) Dollar and of the covenants contained herein, hereby grants to Elizabeth W. Andreev, as Trustee of the Davis Family Irrevocable Trust under a Declaration of Trust dated December 12, 2021 and referenced in a Trustee's Certificate filed with the Barnstable County Registry of Deeds at Book 34805, Page 128, the following license to use certain portions of town road known as Dillingham Avenue adjacent to property known as 14 Dillingham Avenue, Falmouth, MA. For Deed reference see Barnstable County Registry of Deeds at Book 34805, Page 131.

The license is given to maintain the landscaping, grass, a concrete wall and any other plantings within the layout of Dillingham Road, as more fully described in a sketch plan of the approved location of the licensed area, attached hereto.

This license is granted upon the following expressed conditions:

- a. Said license is revocable by the Board of Selectmen at any time when they deem it appropriate to revoke the same in the best interest of the Town of Falmouth and/or public convenience, safety and needs; the Town may revoke this license by sending a notice to the grantee, its successors and assigns at the above-referenced property address and by thereafter within a reasonable time recording a Notice of Revocation of License in the Barnstable County Registry of Deeds;
- b. Upon such revocation, the grantee, its successors and assigns shall, if and when directed by the Board of Selectmen, remove all encroaching improvements from the Town's road and restore any disturbed area to its original condition;
- c. If the licensee, and their successors and assigns, fails to remove said encroachment, all the expenses of the Town to do same or have the same done or any expenses arising from the failure to comply with this license, including attorney's fees, costs and expenses and contractor fees shall be paid by the licensee, and their successors and assigns, to the Town upon demand, and if not so paid, shall, upon the recording of a Notice thereof in the Registry of Deeds or Registered Land Division, constitute a lien on said property, without limiting any other rights of the grantor;
- d. Until such revocation, this License shall continue permissively;
- e. The licensee and their successors and assigns shall be forever obligated to indemnify, defend and hold harmless the Town of Falmouth, its agents,

officers, officials and employees for any and all claims, actions, suits, or demands for personal injury or property damage arising out of the licensed encroachments and the grant of this License.

- f. Nothing contained in the License shall authorize the grantee, its successors and assigns to do any work or undertake any activity or to continue any activity not otherwise in full compliance with all applicable laws, rules and regulations; and
- g. The terms, conditions, agreements and covenants contained herein shall be binding on the grantee, its successors and assigns.

IN WITNESS WHEREOF, the seal of the Town of Falmouth is affixed hereto and these presents executed and delivered in its name and behalf by its Board of Selectmen, hereto duly authorized this _____ day of _____, 2022.

BOARD OF SELECTMEN OF
THE TOWN OF FALMOUTH

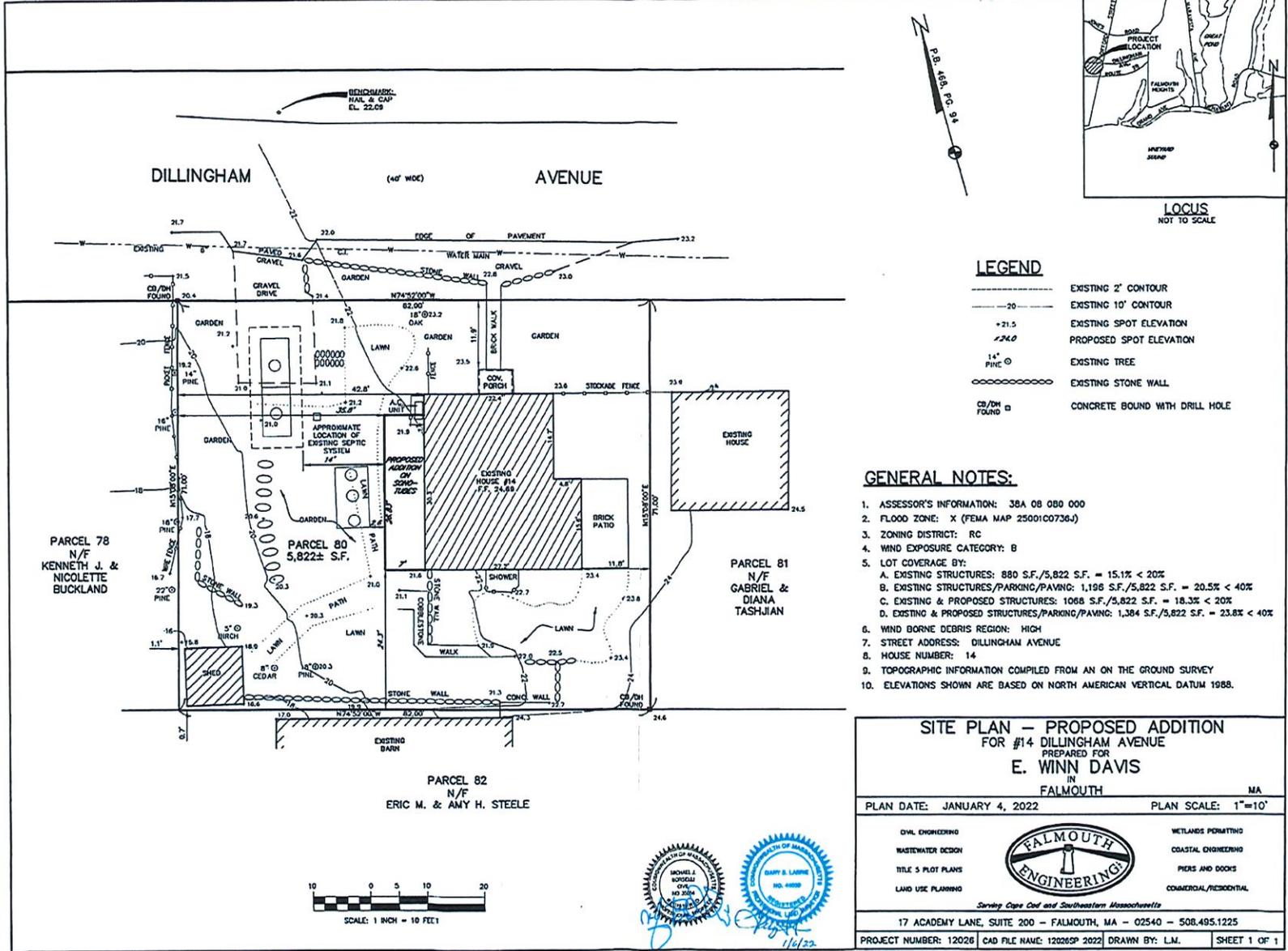
Douglas C. Brown, Chair

Nancy R. Taylor, Vice Chair

Samuel L. Patterson

Megan English-Braga

Onjalé B. Scott Price



CONSENT AGENDA

2. Administrative Orders

- i. Vote to Approve Warrant for Annual Town Election on May 17, 2022



Town of Falmouth
Warrant For
Annual Town Election
MAY 17, 2022

BARNSTABLE, SS.

To either of the Constables of the Town of Falmouth

GREETINGS:

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

- Precinct 1: Town Hall
- Precinct 2: John DeMello Senior Center
- Precinct 3: Falmouth High School Gymnasium
- Precinct 4: St Anthony's Lodge
- Precinct 5: North Falmouth Congregational Church Hall
- Precinct 6: Falmouth High School Gymnasium
- Precinct 7: Waquoit Congregational Church Hall
- Precinct 8: Navigator Club
- Precinct 9: Jewish Congregation Community Center

on TUESDAY, the 17th OF MAY 2019, from 7:00a.m. to 8:00p.m. for the following purpose:

To cast their votes in the Town Election for the Candidates and Questions:

ELECT TOWN OFFICERS:

BOARD OF SELECTMEN	ELECT TWO	3 YEAR TERM
TOWN CLERK	ELECT ONE	3 YEAR TERM
TRUSTEE OF PUBLIC LIBRARY	ELECT TWO	3 YEAR TERM
SCHOOL COMMITTEE	ELECT THREE	3 YEAR TERM
PLANNING BOARD	ELECT TWO	3 YEAR TERM

TOWN MEETING REPRESENTATIVES:

PRECINCT 1	ELECT NINE	3 YEAR TERM
PRECINCT 1	ELECT ONE	2 YEAR TERM
PRECINCT 2	ELECT NINE	3 YEAR TERM
PRECINCT 2	ELECT ONE	1 YEAR TERM
PRECINCT 3	ELECT NINE	3 YEAR TERM
PRECINCT 4	ELECT NINE	3 YEAR TERM
PRECINCT 5	ELECT NINE	3 YEAR TERM
PRECINCT 5	ELECT ONE	1 YEAR TERM
PRECINCT 6	ELECT NINE	3 YEAR TERM
PRECINCT 7	ELECT NINE	3 YEAR TERM
PRECINCT 7	ELECT ONE	1 YEAR TERM
PRECINCT 7	ELECT ONE	2 YEAR TERM
PRECINCT 8	ELECT NINE	3 YEAR TERM
PRECINCT 9	ELECT NINE	3 YEAR TERM

QUESTION ONE: Shall the Town of Falmouth be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued to pay costs of design and construction of a Fire Station to be located on Sandwich Road, including the payment of all costs incidental and related thereto?

QUESTION TWO: Shall the Town of Falmouth be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued to pay costs of engineering, design and construction of improvements to the Wastewater Treatment Facility including, without limitation, all costs thereof as defined in Section 1 of Chapter 29C of the General Laws, as most recently amended by St. 1998, c. 78, including the payment of all other costs incidental and related thereto?

QUESTION THREE: Shall the Town of Falmouth vote to direct the Select Board to communicate with Governor Charlie Baker, Attorney General Maura Healey, and the State Legislature to employ all means available to ensure that Holtec commits to immediately withdraw any plans to dump any radioactive water into Cape Cod Bay?

QUESTION FOUR: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON NOVEMBER 15, 2021 RELATIVE TO REPRESENTATIVE TOWN MEETING SUMMARIZED AS FOLLOWS? Amendment to Article II – The Representative Town Meeting. The Representative Town Meeting shall be held twice annually, in April on a date chosen by the Select Board and in the fall on a date chosen by the Select Board. The Town Meeting shall consider and act upon, with or without amendments, all operating and capital budgets, appropriations, borrowings and all other issues that may properly come before it.

QUESTION FIVE: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON NOVEMBER 15, 2021 RELATIVE TO THE REPRESENTATIVE TOWN MEETING SUMMARIZED AS FOLLOWS?

Amendment to Article II – The Representative Town Meeting. The Moderator shall be elected by the voters of the town and shall preside at all sessions of Town Meeting and shall have no vote unless the members present and voting are equally divided. The Moderator shall further a) promulgate written procedures for the orientation of new Town Meeting members, b) in consultation with the Town Clerk prepare simplified rules of procedure, c) appoint ad hoc committees of the Town Meeting as necessary and d) preside at public hearings to discuss the suspension or removal of the Town Manager.

QUESTION SIX: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON NOVEMBER 15, 2021 RELATIVE TO THE SELECT BOARD SUMMARIZED AS FOLLOWS?
Amendments to Article III and Article VII – Select Board and Appointed Governmental Bodies. The Select Board shall have the power to appoint governmental bodies as provided in Article VII; and to appoint members of other governmental bodies, to define their duties and scope of responsibilities and the terms of their existence. Prior to making appointments to governmental bodies, the Select Board shall publicize vacancies to be filled and provide the public with information on duties and responsibilities of the governmental body. The Select Board shall interview all applicants and make appointments in a timely manner.

QUESTION SEVEN: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON NOVEMBER 15, 2021 RELATIVE TO APPOINTED GOVERNMENTAL BODIES SUMMARIZED AS FOLLOWS?

Amendment to Article VII – Appointed Governmental Bodies. The Select Board shall be solely responsible for determining the size of governmental bodies created by it or to which it is the appointing authority unless otherwise governed by state law.

QUESTION EIGHT: SHALL THE TOWN OF FALMOUTH APPROVE CHARTER AMENDMENTS PROPOSED BY THE TOWN MEETING HELD ON NOVEMBER 15, 2021 RELATIVE TO FINANCIAL PROVISIONS AND THE CAPITAL IMPROVEMENT PLAN SUMMARIZED AS FOLLOWS?

Amendment to Article VIII – Financial Provisions. The Town Manager shall prepare a Capital Improvement Plan consistent with the Strategic Plan and the Local Comprehensive Plan which shall include a clear summary of all capital improvements to be undertaken during the next five (5) fiscal years together with supporting data, estimated costs, recommended methods of financing and time schedules and the estimated cost of operation and maintenance of facilities or equipment to be constructed or acquired.

Given under our hands this _____ day of April 2022.

DOUGLAS BROWN, CHAIRMAN _____

MEGAN ENGLISH BRAGA, _____

SAMUEL H. PATTERSON _____

NANCY R TAYLOR _____

ONJALE SCOTT_PRICE _____

FALMOUTH SELECT BOARD

Barnstable, SS.

Falmouth, MA

By the virtue of this warrant, I have this day notified and summoned the inhabitants of the Town Of Falmouth qualified to vote, as said Warrant directs by posting an attested copy thereof in Town Hall and Every Precinct in the town.

Constable, Town of Falmouth

Date

CONSENT AGENDA

2. Administrative Orders

- j. Vote and execute Release and Discharge of Lien – 630
Waquoit Highway

Diane Davidson

From: Frank Duffy
Sent: Wednesday, April 20, 2022 3:00 PM
To: Julian Suso; Peter Johnson-Staub
Cc: Maura O'Keefe; Diane Davidson
Subject: 630 Waquoit Hwy
Attachments: Cape Harbor Homes - 630 Waquoit Hwy Release 4-12-22.pdf; Cape Harbor Homes - 630 Waquoit Hwy Agreement 4-12-22.pdf

Julian: This case has been settled. We will receive a check for \$20,000 by overnight courier tomorrow. Please add the following to the Select Board agenda for Monday April 25:

Vote and execute Release and Discharge of Lien – 630 Waquoit Highway.

Note: There are two documents attached. The Agreement is to be signed by the Town Manager. The Release and Discharge is to be signed by the board.

Call with any questions.

Frank K. Duffy, Senior Counsel
Town of Falmouth
157 Locust Street
Falmouth, MA 02540
(508) 548-8800 fax (508) 540-0881

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. Moreover, any such inadvertent disclosure shall not compromise or waive the attorney-client privilege as to this communication or otherwise. If you are not the intended recipient and have received this communication in error, please contact the sender immediately and delete the original message. Thank you.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

Town of Falmouth
Select Board

RELEASE AND DISCHARGE
OF
LIEN
G.L. Ch. 139, § 3A

We, the undersigned Select Board of the Town of Falmouth in Barnstable County, Massachusetts acknowledge satisfaction of the NOTICE OF LIEN dated March 4, 2021 recorded in Book 33885, Page 270 and hereby release and discharge the same.

OWNER: Cape Harbor Homes, Inc.
PROPERTY: 630 Waquoit Highway, Falmouth (Waquoit), MA

Witness our hands and the seal of the Town of Falmouth this ____ day of _____, 2022 at Falmouth, Massachusetts.

Town of Falmouth
By its Select Board

Doug C. Brown, Chair

Nancy R. Taylor, Vice Chair

Samuel H. Patterson

Megan English Braga

Onjalé B. Scott Price

Commonwealth of Massachusetts

County of Barnstable

On _____, before me, the undersigned notary public
personally appeared

name(s) of signer(s)

personally known to me

proved to me on the basis of satisfactory evidence of
identification which was

to be the person(s) whose name(s) is/are subscribed to
the within instrument and who acknowledged to me
this instrument is (his)(her) free act and deed.

WITNESS my hand and official seal.

Signature of Notary Public

**AGREEMENT
FOR
RELEASE AND SETTLEMENT OF ALL CLAIMS
RELATIVE TO
630 WAQUOIT HIGHWAY, WAQUOIT, MA**

BACKGROUND

This is an Agreement by and between CAPE HARBOR HOMES, INC., of Mashpee, MA (Cape Harbor Homes) and the TOWN OF FALMOUTH, a municipality in Barnstable County, Massachusetts (Town) regarding real property owned by Cape Harbor Homes at 630 Waquoit Highway in the Waquoit Village of the Town (Property). Cape Harbor Homes is the current owner of the Property which caught fire and burned in 2004. The building commissioner of the Town directed the owner of the Property to demolish the remaining structure and make it safe. Eventually, in 2010, the building commissioner of the Town hired a local contractor to demolish the remaining structure and make it safe. The local contractor did not perform the demolition work properly and contaminated the Property with a asbestos fiber and may have caused an oil spill. The Property remained incompletely demolished for many years.

In 2020 the Town, acting on its own initiative engaged ARCADIS, U.S., INC., a licensed site professional, to oversee the proper demolition of the remaining structure and cleanup of the Property. The work was completed in November, 2020. The Town represents that the Property is now in compliance with all local, state and federal environmental regulations.

In March, 2021 the Town filed a NOTICE OF LIEN under G.L. Ch. 139, s. 3A in the Barnstable Registry of Deeds in the amount of \$112,526.04, which represents the costs incurred by the Town to pay ARCADIS U.S., INC. and its subcontractors to demolish the remaining structure and cleanup the Property. The NOTICE OF LIEN is recorded in the Barnstable Registry of Deeds in Book 33885, Page 270.

The Town and Cape Harbor Homes desire to settle their respective claims against the other party. The parties have agreed to apportion the cost to demolish the remaining structure and clean up the Property with Cape Harbor Homes paying the sum of \$20,000.00 to the Town and the Town assuming and bearing all other costs. The parties agree that the apportionment is a fair and equitable resolution of the matter. Each party has the benefit of counsel selected by it.

AGREEMENT

The Town and Cape Harbor Homes agree as follows:

1. Cape Harbor Homes shall pay the sum of \$20,000.00 to the Town as its share of costs incurred by the Town to demolish the remaining structure and cleanup the Property.
2. Cape Harbor Homes releases, acquits and forever discharges the Town, its officials, boards, officers, agents, servants, employees and related contractors, of and from any and all claims, liabilities, demands, expenses and obligations of every kind and nature, in law or in equity related to the demolition of the structure and environmental cleanup and loss of use of the Property at 630 Waquoit Highway.
3. The Town releases, acquits and forever discharges Cape Homes, its officers, agents, servants, employees and related contractors, of and from any and all claims, liabilities, demands, expenses and obligations of every kind and nature, in law or in equity, with the exception of taxes, related to the demolition of the structure and environmental cleanup of the Property at 630 Waquoit Highway.
4. The Town shall cause to be executed and recorded in the Barnstable County Registry of Deeds a RELEASE OF LIEN discharging the NOTICE OF LIEN referred to above in the form set forth in Exhibit A attached hereto.
5. This Agreement has been approved and affirmatively voted by the Select Board of the Town at its meeting on March 28, 2022 and authorized the Town Manager to sign on the Town's behalf.

Executed as a sealed instrument this day of _____, 2022.

Cape Harbor Homes, Inc.

Town of Falmouth, MA

By _____

By _____

President

Town Manager

CONSENT AGENDA

2. Administrative Orders

- k. Vote and execute amendment to the Peterson Farm Service Agreement, pursuant to the vote of November 2021 Town Meeting

Diane Davidson

From: Maura O'Keefe
Sent: Friday, April 22, 2022 11:26 AM
To: Julian Suso
Cc: Diane Davidson
Subject: Peterson Farm Amendment
Attachments: Peterson Farm amendment.pdf

Julian,

I am attaching an Amendment to the Peterson Farm Service Agreement, pursuant to the vote of Town Meeting last fall. I have been working with Mark Kasprzyk to get this document together so that Simon Thirroid and Diana Wickman can apply to grants for farm equipment which are due next week. I had hoped to get this to you earlier, but I am now requesting, if at all possible, that this be placed on a revised and updated SB agenda for Monday.

Please let me know if you need further information.

Regards,
Maura

Maura E. O'Keefe
Town Counsel
Town of Falmouth
157 Locust Street
Falmouth, MA 02540
(508) 548-8800



	<u>Title</u>	<u>Grade</u>	<u>Min</u>	<u>Max</u>
Delete:	Assistant Town Clerk	9	\$26.85	\$33.97
Add:	Assistant Town Clerk	10	\$28.73	\$36.35
Delete:	IT Computer Tech Public Safety***	M-5	\$31.03	\$40.45
Add:	IT Computer Tech Public Safety	12	\$32.89	\$41.62
Delete:	Fishery Technician	7	\$23.45	\$29.67
Add:	Marine Fisheries Tech/Biologist	9	\$26.85	\$33.97
Delete:	Assistant to Town Accountant and Finance Director	9	\$26.85	\$33.97
Add:	Assistant to Town Accountant and Finance Director	10	\$28.73	\$36.35

*Formerly Assistant Zoning Enforcement Officer (position evolved and title was adjusted accordingly)

**Formerly Assistant to the Assessor (position evolved and title was adjusted accordingly)

***Formerly Network/Computer Technician (position evolved and title was adjusted accordingly)

Or do or take any action on the matter. On request of the Select Board.

VOTED: By a unanimous vote, a quorum being present on Tuesday, November 16, 2021 the Town voted to raise and appropriate the sum of \$42,445 for the purpose of amending the position classification plan presented in Article 17 effective July 1, 2021. Said funds to be expended under the jurisdiction of the Town Manager.

ARTICLE 18: To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for a special act to remove all personnel of the Falmouth Police Department from the provisions of Massachusetts General Laws, Ch. 31, s. 1 et seq., the Civil Service Law, or do or take any other action on the matter. On request of the Select Board.

VOTED: By a declared majority vote, a quorum being present on Tuesday, November 16, 2021 the Town voted Article 18 as printed.

ARTICLE 19: To see if the Town will vote to authorize the Select Board, with the concurrence of the Conservation Commission, to lease and provide for the management of the Peterson Farm property, or any part thereof, for a term of not more than 20 years, upon such terms and conditions as the Select Board deems prudent and proper, or do or take any other action on this matter. On request of the Select Board (with Conservation Commission).

VOTED: By a unanimous vote, a quorum being present on Monday, November 15, 2021 the Town voted Article 19 as printed.

ARTICLE 20: To see if the Town will vote to accept the provisions of Massachusetts General Laws Ch. 272, s. 73A for the removal of gravestones and other memorials for repair or reproduction in accordance with rules and regulations of the Massachusetts Secretary of State by community sponsored, educationally oriented and professionally directed repair teams, or do or take any other action on the matter. On request of the Select Board.

PETERSON FARM SERVICE AGREEMENT

FIRST AMENDMENT

This document is the FIRST AMENDMENT dated the _____ day of _____, 2022 to an AGREEMENT made on the 26th day of May, 2021 (the "Agreement"), by and between the Town of Falmouth, Massachusetts, a municipal corporation in Barnstable County, having a principal place of business at 59 Town Hall Square, Falmouth, MA 02540, acting by and through its Town Manager (hereinafter referred to as "the Town") and Simon Thorrold/ Diana Wickman, having a principal place of business at 200 West Falmouth Highway, Falmouth, MA, 02540/15 Virtue Circle, Falmouth, MA, 02540 (hereinafter referred to as "Ewetopia"), who agree as follows:

WHEREAS, pursuant to a vote of Town Meeting on November 15, 2021, the Town may enter into an agreement for the management of the Peterson Farm property for a term not to exceed twenty (20) years;

NOW, THEREFORE, the Town and Ewetopia agree as follows:

1. Contract Term. Section 6 of the Agreement is herein amended as follows: Delete Section 6 and insert in its place: "The contract term shall commence on May 26, 2021 and run through and include May 26, 2031. The Agreement may thereafter be renewed for two additional five (5) year terms."
2. Contract Documents. The Contract Documents listed under Schedule 1 have been updated and added for clarification. Exhibits 1 through 4 depict the building structures, agricultural field area, possible expansion as agricultural field or forest buffer area and existing/potential future forest buffer area, respectively; Exhibit 5 is a true and accurate copy of the Agreement.
3. Scope of Services. The Parties agree that in addition to the services contained in the Agreement, Ewetopia shall also be responsible as follows:
 - a) Ewetopia shall mow the forest buffer or manage as agricultural fields, the area north of East Field (approximately 11,000 sq. ft.), if approval for this work is granted by the Falmouth Conservation Commission, as seen on a map attached hereto as Exhibit 3.
 - b) Ewetopia shall also be responsible for mowing the forest buffer areas, as seen on a map attached hereto as Exhibit 4, on a rotational basis as directed by the Conservation Commission and shall maintain walking paths around the fields during the growing season.
 - c) In order to protect the freshwater wetland buffer and delineate the farm area, the temporary fencing currently located 15-ft north of the red barn and the

temporary fencing running south to north to the East field gate shall be replaced with permanent wooden post fencing by Ewetopia. This work shall be completed by June 1, 2022 as part of Ewetopia's performance of its contract duties.

- d) Ewetopia shall develop and participate in a minimum of three (3) public outreach events per year, as approved by the Conservation Commission.
- e) An Annual Report and an Operating Plan for the next year shall be provided to the Conservation Commission by December 1st of each year.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the date first written above.

Town of Falmouth MA

Ewetopia

Julian Suso
Town Manager

By:
Its President or duly authorized officers

By:
Its President or duly authorized officers

Approved as to form:

Maura E. O'Keefe
Town Counsel

Schedule 1: Exhibits

1. Peterson Farm – Building Structures, dated March 24, 2022.
2. Peterson Farm fields – 12.5 acres, dated March 1, 2022.
3. Peterson Farm – potential future field or forest buffer area north of East Field (approx. 11,000 sq ft), dated March 23, 2022.
4. Peterson Farm – existing & possible future forest buffer areas (shaded in green), dated April 4, 2022.
5. Peterson Farms Service Agreement dated May 26, 2021.

EXHIBIT 1

Town of Falmouth, MA

March 24, 2022

Peterson Farm - Building Structures



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Data updated 03/24/2022

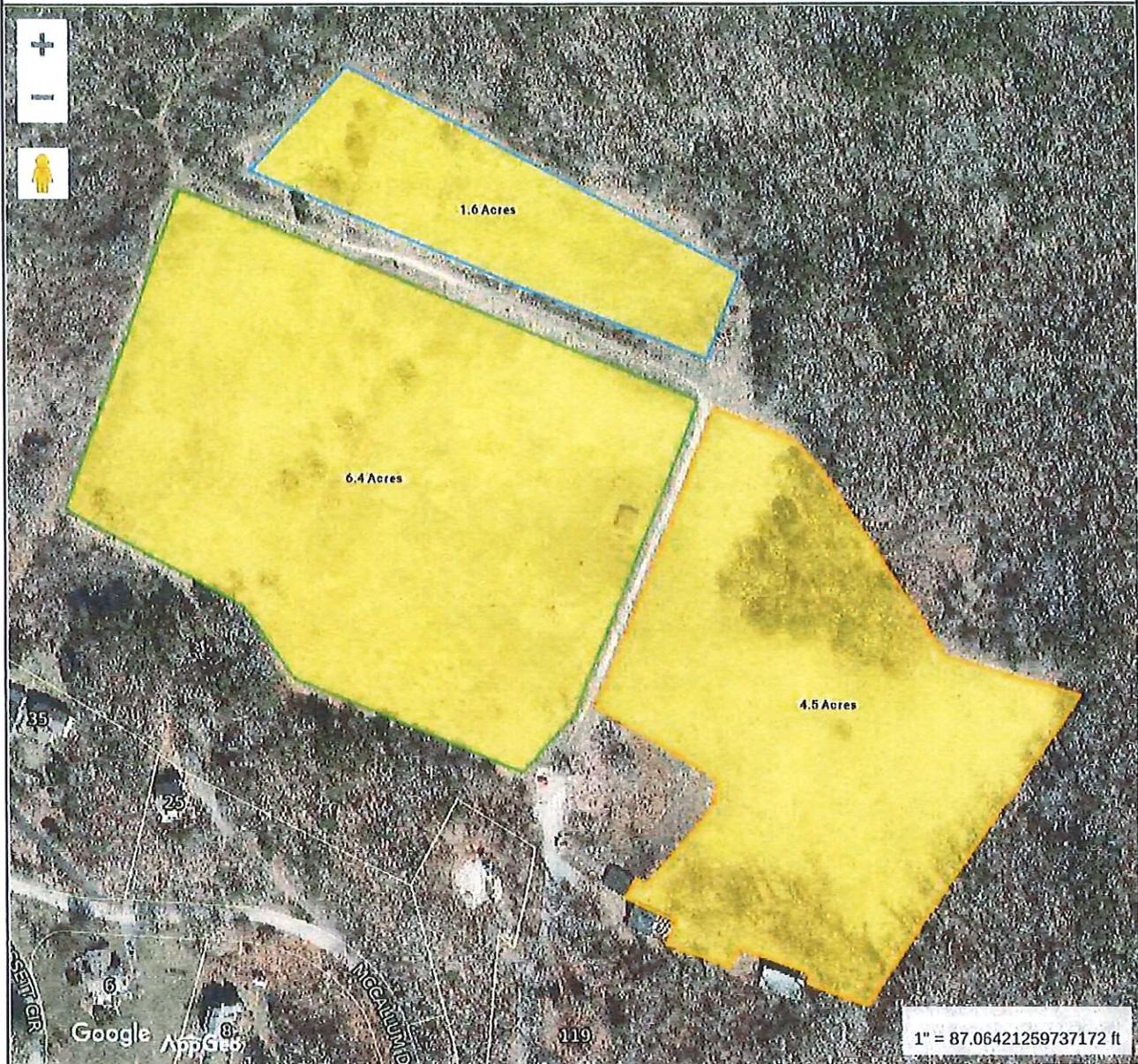
Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

EXHIBIT 2

Town of Falmouth, MA

March 1, 2022

Peterson Farm fields - 12.5 acres



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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Data updated 02/02/2022

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

EXHIBIT 3

Town of Falmouth, MA

March 23, 2022

Peterson Farm - potential future field or forest buffer area north of East Field (approx. 11,000 sq ft)



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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Data updated 02/02/2022

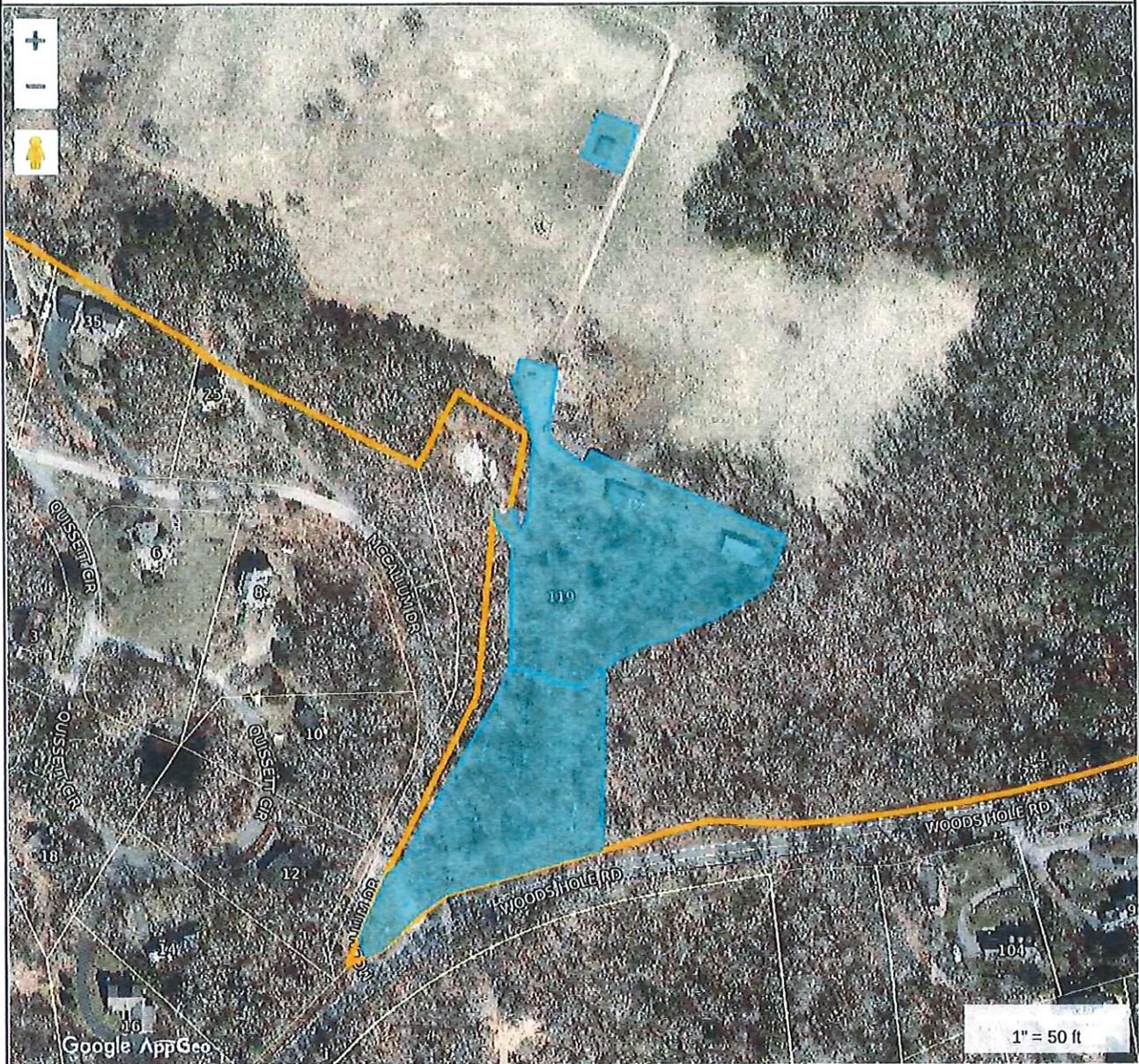
Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

EXHIBIT 4

Town of Falmouth, MA

March 25, 2022

Peterson Farm - Development Area



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Falmouth, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Data updated 03/24/2022

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

EXHIBIT 5

PETERSON FARM SERVICE AGREEMENT

This Agreement is made this 26th day of May, 2021 by and between the Town of Falmouth, Massachusetts, a municipal corporation in Barnstable County, having a principal place of business at 59 Town Hall Square, Falmouth, MA 02540, acting by and through its Town Manager (hereinafter referred to as "the Town") and Simon Thorrold/ Diana Wickman, having a principal place of business at 200 West Falmouth Highway, Falmouth, MA, 02540/15 Virtue Circle, Falmouth, MA, 02540 (hereinafter referred to as "Ewetopia").

Whereas the Town desires to engage Ewetopia to provide the services described herein/ to provide the goods described herein: and

Whereas the Town has complied with the provisions of G.L. c. 30B, s. 1 et seq. (the Uniform Procurement Act) and any other applicable law, rule or regulation as follows:

NOW, THEREFORE, the Town and Ewetopia agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement together with the documents listed on Schedule 1 attached hereto. The Contract Documents constitute the entire agreement between the parties. This Agreement, including any exhibits or documents incorporated by reference, may be amended by a written document signed on behalf of both parties. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of all goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services.** Ewetopia shall furnish all goods or services in accordance with the Contract Documents as well as all goods or services necessary or incidental thereto.

Ewetopia is authorized to sell and/or process surplus animals to defray costs. Ewetopia is authorized to raise meat lambs, pigs, turkeys and chickens that are allowed to graze and help improve pasture quality. Animals raised for meat may be sold or processed only in accordance with relevant local, state and federal laws and regulations. Processing of lambs, pigs, chickens or turkeys is prohibited at Peterson Farm. All such activity must take place off site at approved and licensed facilities.

Ewetopia's total animal stocking summary shall not exceed the following number of animals: 35 adult ewes (year round); 3 rams (year round); 70 lambs (spring,

summer, fall); 8 pigs (fall, winter); 15 turkeys (summer, fall); 30 chickens (summer); 5 cows (year round). The number of farm animals present and the rotational grazing plan shall be based on best management practices for multi-species grazing to maintain the health of the pasture grasses. Numbers of sheep shall not be scaled up unless the growth of the grasses can support them. The livestock totals represent the maximum number of each type of livestock that may be kept on the farm at any one time, but Ewetopia acknowledges that it does not intend to stock each species to the maximum number at the same time, and the maximum stocking number gives Ewetopia the flexibility to make the right livestock trade-off decisions to allow for the best management of the pastures (health, invasive species management, environmental condition changes) while keeping the grazing pressure and load on the pastures constant.

In order to protect the freshwater wetland, the space adjacent to the north side of the red barn which has previously been penned off by Ewetopia must be either reduced in size or moved. If the penned area remains north of the barn, it must be reduced such that it extends no further north than 15-ft from the western barn corner running parallel along the barn until the fence connects to the existing roadway fence that leads out to the East Field. If the penned area is removed from north of the barn, a fence must extend from the eastern barn corner to the existing roadway fence. The current temporary fence north of the barn shall be removed and one of the two options listed above shall be implemented within 7 days after signing of this contract. Compliance with this condition is required as part of Ewetopia's performance of its contract duties.

3. Performance. Ewetopia shall furnish all tools, equipment, staffing and materials to complete this Agreement in conformity with all applicable federal, state and local laws, rules and regulations and Ewetopia shall be responsible for obtaining all necessary approvals and permits that may be required. The Town shall furnish Ewetopia with all reasonable information which Ewetopia deems necessary for the progress and successful completion of the project described herein.
4. Delivery. Ewetopia shall deliver all goods to and perform all services at the location determined by the Town.
5. Warranties. Ewetopia warrants that all work will be done in a good and workmanlike manner and in strict conformity with the Contract Documents. Ewetopia shall replace, repair or make good, without cost to the Town, any defects or faults in goods or services provided hereunder within one (1) year after the date of installation or acceptance by the Town, whichever is later.
6. Contract Term: The Contract Term shall commence on May 26, 2021 and run through and including May 26, 2024. Any renewals or extensions must be in accordance with the Contract Documents.

7. **Payment for Work.** Access to the Town's Peterson Farm grazing land during the Contract Term is provided in exchange for the services specified in the Contract Documents. Ewetopia agrees that no monetary compensation will be provided by the Town for any services rendered under this Agreement.
8. **Indemnification of the Town.** Ewetopia shall indemnify and hold harmless the Town, its officers, boards, agents and employees of and from any liability, loss, damage, cost, charge or expense resulting from any employees or third-party contractor or supplier's claim for payment of wages, labor, materials, goods or services rendered to Ewetopia, or from any claim for injury to person or property, which may be made on account of any act, omission or default of Ewetopia, or any of its agents, servants or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses.
9. **Contractor's Standard of Care.** Ewetopia shall perform its services and obligations under this Agreement in conformity with the standard of professional skill and care applicable to Ewetopia's industry. Unless otherwise provided herein Ewetopia shall use only its employees and shall not use any third-party contractors or subcontractors without the prior written approval of the Town.
10. **Insurance.** Ewetopia shall provide all insurance as specified in the Contract Documents. All insurance policies shall contain a provision that cancellation is not effective as to the Town unless it has been given a 30-day written notice of intention to cancel or not renew. The Town will require a Certificate of Insurance naming the Town of Falmouth as an additional insured without any additional cost to the Town.
11. **Independent Contractor.** Ewetopia is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. Ewetopia is not entitled to any benefits afforded to Town employees. The Town will not withhold any federal or state taxes from payments due Ewetopia hereunder, except in accordance process or court order. If Ewetopia is an individual or is an individual specifically named in this Agreement, that person may be considered a municipal employee for purposes of G.L. c. 268A, s. 1 et seq. (the Conflict of Interest law) and for purposes of G.L. c. 66, s.10 (the Public Records law) and shall comply with all relevant provisions of the same.
12. **Successors and Assigns.** This Agreement may not be assigned or transferred by Ewetopia without the prior written approval of the Town and any approved assignee or transferee must accept all of the Ewetopia's duties and obligations hereunder and be eligible for award of this Agreement in the first instance.
13. **Inspection and Retention of Records.** Ewetopia shall retain all records relative to this Agreement for a period of seven (7) years from the date of termination of the Agreement and the Town shall have the right to inspect and copy or require

production of all records at any time upon request which right shall survive Ewetopia's completion of this Agreement or termination under this Agreement.

14. Termination. The Town shall have the right to terminate this Agreement if Ewetopia neglects or fails to perform any duty or obligation under this Agreement and a cure is not effected by Ewetopia within seven (7) days following its receipt of a termination notice issued by the Town or Ewetopia files a petition in bankruptcy or insolvency or other relief for debtors. In the event of such termination the Town's liability to Ewetopia shall not exceed the value of goods delivered and accepted by the Town or services provided to the date of termination. The Town may terminate this Agreement at any time upon thirty (30) days written notice to Ewetopia. In the event of such termination the Town's liability to Ewetopia shall include all costs reasonably and necessarily incurred prior to the date of termination. Upon termination, Ewetopia shall return all property, including any documentation, relative to this Agreement belonging to the Town and in the possession of Ewetopia.
15. Notices. All notices to the Town shall be in writing and mailed, postage prepaid, to Town Manager, Town of Falmouth, 59 Town Hall Square, Falmouth, MA 02540. All notice to Ewetopia shall be in writing and mailed, postage prepaid, to the address listed above.
16. Governing Law and Venue. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and all disputes shall be submitted to courts in Barnstable County, Massachusetts unless the parties agree in writing to arbitration, mediation or other alternative dispute resolution process.
17. Non-collusion: Ewetopia hereby certifies, under the pains and penalties of perjury, that the Agreement has been made and submitted in good faith and without collusion or fraud with any other person or entity.
18. Certification of Taxes. Ewetopia hereby certifies, under the pains and penalties of perjury, that it has filed and paid all federal, state and local (including the Town of Falmouth, if applicable) tax returns and has complied with all state laws pertaining to contributions to the unemployment compensation fund.

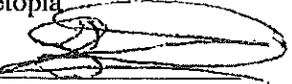
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written above.

Town of Falmouth MA

By: _____

Town Manager

Ewetopia

By: 

Its President or duly authorized



Approved as to form:

By: *Frank Duff*

Associate Town Counsel

By: _____

Its Presidents or duly authorized

Officers

Certification of sufficient appropriation:

Town Accountant

Schedule 1

1. Map of Peterson Farm - building structures.
2. Map of Peterson Farm - fields and buffer management area.
3. Request for Services – letter to Ewetopia 23APR21
4. Proposal dated May 20th, 2021 submitted by Ewetopia, LLC, Diana Wickman and Simon Thorrold.

CONSENT AGENDA

3. Approve 2022 Seasonal/Annual License Renewals

LODGING HOUSE LICENSE

Heights House, 25 Harbor Avenue

Inn on the Sound, 313 Grand Avenue

The Captain's Manor Inn, 27 West Main Street

SECOND-HAND DEALER LICENSE

Hand in Hand Thrift Shop, 141 Sandwich Road

Hannoush Jewelers, 352 Main Street

BOWLING ALLEY/POOL TABLE LICENSE

AMVETS, 336 Palmer Avenue

Trade Center Bowl, 89 Spring Bars Road

CONSENT AGENDA

4. Review and Vote to Approve Minutes of Meetings:

- a. Public Session – March 14, 2022

TOWN OF FALMOUTH
SELECT BOARD
Meeting Minutes
Open Session
MONDAY, MARCH 14, 2022
SELECT BOARD MEETING ROOM
TOWN HALL
59 TOWN HALL SQUARE, FALMOUTH, MA 02540

The Select Board may discuss and vote appropriate action on any item listed on this Agenda unless a different disposition is noted.

Select Board Present: Doug Brown, Chair; Nancy Taylor, Co-Chair; Megan English Braga; Sam Patterson; Onjalé Scott Price.

Staff Present: Julian Suso, Town Manager; Peter Johnson-Staub, Assistant Town Manager; Frank Duffy, Town Counsel; Peter McConarty, DPW Director; Maura O'Keefe, Town Counsel.

1. Chair Brown called the open session to order at 6:30 p.m. and motioned to convene the executive session under M.G.L. c.30A s.21(a)(6) and s.21(a)(3) – To consider the value of Mayflower Wind Electric Cable easements and other matters to be presented at the Energy Facilities Siting Board and Massachusetts Environmental Policy Act regulatory tribunals in connection the proposed electric transmission cable - Mayflower Wind because to not go into executive session could prejudice ongoing negotiations. Ms. English Braga seconded the motion. It was followed by a roll call vote in Open Session to go into Executive Session for the purpose of discussing the above-listed items, and to return to Open Session after discussion. Roll Call Vote: Ms. English Braga, aye; Dr. Taylor, aye; Ms. Scott Price, aye; Mr. Patterson, aye; Chair Brown, aye.

2. Chair Brown reconvened the open session at 7pm.

3. Pledge of Allegiance

4. Recognition

Chair Brown noted lack of recognition during Black History Month in February and the Select Board (Board) recognized the importance of educating and working around issues of equity and justice.

5. Announcements

Chair Brown announced that during executive session staff was asked to intervene in the Mayflower Wind zoning matter, tentative schedule for public outreach and forum in Falmouth possibly in April/May. The Board has not considered any financial consideration, still working on siting and community impacts.

On 3/24/22 Mayflower Wind public hearing with the Energy Facility Siting Board. The Zoom link is posted on the Town website.

6. Public Comment

Marc Finneran, Grand Ave., asked about a 2/28/22 Board meeting, at the end of the evening Mr. Suso made a statement rebutting a letter in the Enterprise Newspaper regarding the Town's use of Safer Grants. Mr. Finneran is confused with Mr. Suso's answer and the tone of the answer. Positions have to be permanent, which they would be. Mr. Suso said it was against State law to apply for these grants if the Town has the money, if we had the money and were eligible for Safer Grants how can the Town seek a tax override for the funding of these positions.

Dave Moriarty, Falmouth resident, read a document into the record regarding the Municipal Light Plant, he also passed the document to the Board. Requested the correspondence be included in the minutes for 3/14/22 meeting.

Wayne Lingafelter, Executive Director for EDIC. The EDIC is in early states of exploring opportunities to develop a vacant parcel at the Falmouth Depot. Efforts on this work began last fall with a community meeting, the EDIC extended invites to those in the area. Consensus of the meeting was that the site could represent a unique opportunity for development, they then took several months to develop three conceptual plans, then held a virtual stakeholder's meeting at the end of January, presented their work and took audience questions. Additional follow up was had with participants to address questions raised. All work to date is preliminary, there is significant work ahead to understand options and secure community input, it will take years. They are committed to a transparent process and welcome the opportunity to be in front of the Board in the future.

Matt Dobertine, resident of Falmouth, worked in local government for thirty years, this is the level that touches people's lives the most on a daily basis. He thanked the Board and Town staff, noting it is hard work to properly execute and deliver the services to run a town. He volunteered last summer for the shellfish propagation program run by Marine and Environmental Services Division. The experience as a resident working with this program was wonderful, he felt valued, knew his job, and staff took the time to help them understand how the work they were doing that day fits within the program.

Susan Urciuoli, Depot Ave., commented that the EDIC proposed construction at the Falmouth Station site will not enhance the neighborhood. School buses, shuttle buses, commuter buses go in and out of the street, this would be the final straw to being safe and enjoy that area of Falmouth. The 1,700 spot parking space for the SSA will abut it, the shuttles during the summer, the plays/performances at Highfield that completely block the street. Adding construction and more traffic to the area would be awful.

TOWN MANAGER'S PRELIMINARY REPORT

Mr. Suso noted Cape Cod Regional Transit Authority (CCRTA) Regional Manager has joined the meeting for the CCRTA's pilot program on digital bus schedule, working with Fire Chief Smith on the Fire Department staffing policy, and the Falmouth Water Steward has suggested including education information in upcoming water bills.

7:30 p.m. PUBLIC HEARINGS

1. Wetlands/Dock Hearing – Nicholas and Amy Lowell – Removal of existing pier and construction and maintenance of a seasonal timber pier, float and pipe piles with disk feet in the waters of Coonamessett Pond at 27 Atamansit Road, Hatchville

Hearing notice read by Ms. English Braga.

Nate Goshgarian Holmes and McGrath, Inc. explained the two components to the project. Remove the existing pier and install a new pier. Private residentially developed land, 200 ft. frontage on the pond. The pier currently there has been there for twenty years, made a presentation which included diagram of the plan, the proposed pier if a bit larger, water depth of three feet is required, wood structure, and 8 inch circular feet. Always been a pier present on this property. The whole dock is removed seasonally, there are no pilings; they screw into the side of the boardwalk and sit on 8 inch circular feet.

No public feedback provided to the Board.

Public Comment: None.

Ms. English Braga motion to close the hearing. Second Dr. Taylor. Roll Call Vote: Ms. Scott Price, aye; Ms. English Braga, aye; Dr. Taylor, aye; Mr. Patterson, aye; Chair Brown, aye.

Ms. Scott Price motion approval. Second Dr. Taylor. Roll Call Vote: Ms. Scott Price, aye; Ms. English Braga, aye; Dr. Taylor, aye; Mr. Patterson, aye; Chair Brown, aye.

BUSINESS

1. Cape Cod Regional Transit Authority (CCRTA) digital bus schedule signage Researched by the Transportation Committee.

Thomas Cahir, CCRTA, explained this is a matter of improving technology throughout the Cape, digital signage is being used by other RTA's are using across the Commonwealth. They would like to introduce two pilot programs this fall, had communication with the Transportation Committee that indicated they wanted to see these signs. Three to five signs in Falmouth at appropriate locations to be determined at a later date. There were about 1.6 million trips per year prepandemic, significant reductions in the first year of the pandemic, ridership is now up to 70% of the year prior to the pandemic. Trying to encourage people to use public transportation to reduce energy use by others.

Ms. English Braga noted that we do not have a system that really gets folks around; many do not have access to vehicles, this raises awareness of this resource in our community. Many folks do not know the CCRTA is a resource. This is a great way to modernize the system and raise awareness that this is there.

Mr. Patterson noted he drove buses for CCRTA for three years, a significant part of the population are dependent on others to take them places.

Ms. English Braga motion approval. Second Dr. Taylor. Vote: Yes-5. No-0.

2. Request for Sign Variance – Off-Premise Promotional Signs – Falmouth Commodores Baseball Clinics and Falmouth Commodores Game Day Signs – late-April to August 14, 2022

Ms. English Braga motion approval. Second Dr. Taylor. Vote: Yes-5. No-0.

3. Follow up discussion on fire station staffing policy

Proposed adjustment to the policy was voted by the Board November 2021. This clarification continue to pursue a staffing plan which includes two firefighters assigned to the West Falmouth Station (West) until the North-West Station is online. The Board discussed edits, Chair Brown would like to consider a Board policy of massive hiring to give the Fire Chief the ability to fully staff, maybe a stronger commitment to the number of firefighters in Town. With a new fire station opening, four additional firefighters are needed, so Chair Brown believes 16 may need to be hired by January 2024 and plan for at least 4 or 8 more hired to relieve the stressful time of trying to staff six fire stations.

Mr. Patterson agreed with Chair Brown noting it is the responsible thing to grow to a full compliment.

The Board's role is to provide the number of personnel and direct Town staff to look at how they are adding that in.

Ms. Scott Price questioned the need for a policy and also if they should be looking at the Police Department as well. Why is the policy important if they are revisiting an operating budget every year, Chair Brown said the policy will drive what they want to do with the budget. Chair Brown stated he wants to make sure they have the staffing for all stations.

Ms. English Braga noted this is an enormous amount of money from the budget, there are times that are lean. 16 new firefighters, then 4 more after that within the next five years or so could be challenging. The policy drives the focus, commitment to get something done, recognizing that they will continuously draw an order to keep West staffed for every shift.

Dr. Taylor noted they need to amend their strategic plan priority which needs to be very specific because it does not make sense if it does not align. The Board commits to a fully staffed operational West unless and until the Town votes to have a combined north-west station staffed with four firefighters.

Dr. Taylor motion approval of the language for strategic priority plan and to continue to staff West until and unless such time as they build the North-West Station. Second Mr. Patterson. Vote: Yes-5. No-0.

Ms. English Braga would like to have a policy that it's a priority of the Board to have appropriate staffing for a six station model until such time the North-West Station is up and running. Priority to hire staff in order to keep the stations open and staffed on a regular basis. We are moving in that direction, the policy should outline that as a Board priority, budgeting is heading in that direction, and suggested coming back with language for a policy. The Board can vote the amendment to the Strategic Plan.

Mark Finneran endorses staffing all these stations. He questions whether the numbers of houses in each district is correct and asked if they could contact McGrath regarding the data they have to project how many calls Hatchville will get. He feels the Town is building a station that is too big and too many staff.

Ms. English Braga noted it is not the Board's role to dictate to the Chief where to put staff, a policy is broader. The Chief will never have an overabundance of personnel; the role of the Board is confined to set a policy.

Mr. Patterson does not see it has a static situation and it is not a good time to cut back on the Hatchville station.

(His name inaudible) West Falmouth Resident found the McGrath report was erroneous in regard to the house count in the West Falmouth area in which the number of houses they respond to. He reviewed the maps, went through the response time is and instead of the 1400 homes the McGrath report had, there are 2800 homes in West Falmouth, North Falmouth had 2900, and Hatchville had 3100 homes. McGrath report is off by fifty percent.

(Did not state his name) They will be unable to staff West unless there are 16 firefighters. We will not have enough firefighters to staff the Hatchville station when it is built. What will happen to West? The resident read from a document regarding coverage of fire stations. What is the expected outcome of tonight's discussion? Is staffing able to be included in the collective bargaining agreement? How does tonight's discussion impact staffing shortages at the stations.

The policy is set by the Board, Town Manager puts it in the budget, and the Chief has the funds to staff.

Ms. English Braga noted it is hard to ask a union to commit their membership to constant overtime to that level. The Chief can start with as many as he wants to on shift. To bargain that now, with personnel strength we have, is not doable, so the Board is trying to develop that policy.

Dan Shearer, West Falmouth, asked why at the time we got the new rule for two people in a vehicle, we did not also change the amount of firefighters we have from guaranteed 14 to 16. Last time were here there were 16 firefighters showing up, however that is now a problem. We need the Board to say that right now we want 16 people on every shift, that way West can get covered.

Mr. Johnson-Staub explained that before the last round of bargaining when 2 person per apparatus were required, minimum staffing was ten people at the start of shift. Now the minimum is 14, which is substantial progress in just a couple years.

Chief Smith believes it is a productive discussion, managing with current resources, staffing is key for them to do their job. They are putting a lot of work into what has been asked of them, many of these issues have been going on for decades, they are doing things making improvements, increasing efficiency, not at regular staffing, working with staff we have, hiring, and get personnel up to shift strength. Thanked everyone for the ongoing discussion and they will continue to endeavor to follow through on what they are directed to do.

4. Discussion of Nutrient Management Bylaw
Judith McDowell, President of the Falmouth Water Stewards, the Water Stewards would like to produce a flyer with education on the nitrogen bylaw that will be sent out with water bills.

Chair Brown recused himself.

The Board feels the education is a good step.

Mr. Patterson motion to support the initiative. Second Dr. Taylor. Yes-4. No-0. Abstain-1. (Chair Brown)

CONSENT AGENDA

1. Administrative Orders

- a. Vote to approve 2022-2023 Shellfish Resource Management Regulations Price noted edits needed to the regulations and provided it to Town Management.
- b. Authorize the Town Manager and Town Counsel to respond to Open Meeting Law complaint filed by David Moriarty re: Select Board meeting of March 5, 2022
- c. Authorize Planning Department to submit grant application to Massachusetts Historical Commission for Edward Marks Building exterior improvements

Ms. English Braga motion approval with edits. Second Dr. Taylor. Vote: Yes-5. No-0.

- 2. Review and Vote to Approve Minutes of Meetings:
 - a. Public Session – January 31, 2022

Mr. Patterson motion approval as edited. Second Ms. English Braga. Vote: Yes-5. No-0.

- b. Executive Session – March 5, 2022 (and vote to release/not release)

Mr. Patterson motion approval and release for public access. Second Dr. Taylor. Vote: Yes-5. No-0.

TOWN MANAGER’S SUPPLEMENTAL REPORT

April town meeting warrant booklet has been transmitted to the printer.

Eversource easements were given a positive recommendation on 3/9/22.

Precinct meetings will be held with appropriate staff members to answer questions and follow up with information. The Board will attend as they deem appropriate.

The Finance Committee meeting was held this past Monday for final deliberation on articles.

3/28/22 will be the next regular Board business meeting.

SELECT BOARD REPORTS

Mr. Patterson:

Attended Zoom Housing Assistance Corporation presentation on village centered housing.

Falmouth Police Department retirement recognition and Officer of the Year award ceremony.

Attended the Buzzards Bay Coalition meeting on climate vulnerability.

Attended the Cape and Islands Legislatures Conference Friday and appreciated the update from State legislators on what is going on in the State House.

DISCUSSION OF FUTURE AGENDA ITEMS

State legislators attending board meeting and update.

Long-term projects so the Board can start thinking about them.

Having the agenda further in advance, maybe a week before the meeting to allow the Board preparation time.

A list of grants, etc. that the Town has applied for so that the public is aware.

Discussion of the Diversity and Inclusion Officer position, we should consider the Town having its own full time position.

Onboarding packet for Board members, Ms. Scott Price will put that together with goal to have it done before the next election.

Town Meeting had a robust discussion about affordable housing options--may be appropriate to consider hiring a consultant to look at Town and State owned parcels. Not having affordable housing is now too expensive. All of the options need to be looked at.

Mr. Patterson motion to adjourn. Second Dr. Taylor. Vote: Yes-5. No-0.
Respectfully Submitted,

Jennifer Chaves
Recording Secretary

From: David Moriarty

P.O. Box 550 W. Falmouth Ma.

add to 3/14
packet

To: Falmouth Select Board

March 14, 2022

Re: A Municipal Light Plant (MLP) a legal structure in Massachusetts law that allows towns like Falmouth to build and operate a fiber-optic network.

On January 15, 2022, Select Board Meeting I asked if the proposed articles for creating the Falmouth Municipal Light Plant could be written for Broadband only. The board responded no.

On February 28, 2022, Select Board Meeting met to approve articles for Town Meeting..

On March 5, 2022, Select Board Meeting it was determined by the Town Attorney Frank Duffy that the articles could have been written for Broadband only. The board voted to approve without any restrictions.

3/14/22, 6:49 PM

Yahoo Mail - FW: Falmouth Select Board Jan Feb March

Please include this correspondence in the minutes of the March 14, 2022 meeting.

Thank You,

Sincerely

David Moriarty