

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**NATHAN MEDIA CENTER**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, MAY 2, 2023**  
**6:00 PM**  
*This meeting is being recorded*

*This meeting will be a hybrid of in-person and remote via Zoom. To join the meeting remotely, go to:*  
<https://us02web.zoom.us/j/88446830179?pwd=WHBJbjY0Z01rYmNiREVHRDE5dXRVdz09>

6:00 pm	1. Executive Session G.L. c. 30A, s. 21(a)(2) to discuss strategy relative to Town Administrator Justin Sultzbach
6:15 pm	2. Business <ol style="list-style-type: none"><li>a. Warrant: 2322</li><li>b. Minutes: April 12, 2023 (OS and ES), April 18, 2023</li><li>c. Town Administrator Updates and Reports</li></ol>
6:25 pm	3. Update on 49 S. Main St/10-18 Boston St Project; votes may be taken
6:35 pm	4. Update on investment income/strategies with Treasurer/Collector Nick Federico
6:45 pm	5. Update on new programming and initiatives at the Council on Aging with Director Jillian Smith
6:55 pm	6. Review and discuss Town Administrator contract for Justin Sultzbach; votes may be taken
7:05 pm	7. Review and discuss Comcast Cable License Renewal Agreement; votes may be taken
7:15 pm	8. Review and discuss donation account request for Wreaths Across America for the Patriotic Observances Committee; votes may be taken
7:25 pm	9. Acceptance of grants and donations <ol style="list-style-type: none"><li>a. Grant in the value of \$25,000 from Metropolitan Area Planning Council for the Affordable Housing Trust Five Year Action Plan</li></ol>
7:35 pm	10. Updates & Announcements

Upcoming Meetings: May 9  
May 16  
May 16  
May 30  
June 6  
June 13

Annual Town Meeting – Howe-Manning  
Annual Town Election – Fuller Meadow  
Regular Select Board Meeting (Flint Public Library)  
Regular Select Board Meeting  
Open Meeting Law Training  
Regular Select Board Meeting

MEETING MINUTES  
SELECT BOARD  
SOUTH MAIN STREET, MIDDLETON, MA 01949  
WEDNESDAY, April 12, 2023  
3:15 PM

2.b.

*This meeting was on Zoom.*

Present: Chair Kosta Prentakis, Debbie Carbone; Brian Cresta; Jeff Garber, Rick Kassiotis  
Others Attending: Interim Town Administrator (ITA)/HR Director Jackie Bresnahan; Catherine Tinsley, Recording Secretary; and others as noted.

*The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

**3:15 PM** With a quorum present, Chair Prentakis called the meeting to order and identified those present.

**Review & discuss Context Amendment for Civil Engineering at \$4,000; votes may be taken**

*"This amendment will involve review and refinement of the current schematic plan based on feedback received from US Fish and Wildlife Services, Mass Wildlife and the Project Ornithologist/Environmental Consultant relative to relocating the proposed improvements associated with the Public Safety Building (PSB) further from the location of the known eagle's nest to reduce impacts to the 330' and 660' radii."*

This amendment pertains to the redesign for the facilities site to move the project out of the 330 foot eagles nest buffer zone by adjusting the building closer to Route 114 and eliminating parking in the eagle zone so work may continue. Otherwise, work would be restricted during the eagle's breeding season from December – August. Local certified bird watchers are monitoring the nest.

The redesign will be submitted to US Wildlife Services to relieve the town of liability if a nest fails.

A policy will be drafted for the protection of the eagles going forward.

*On a motion by Cresta, seconded by Carbone, the Board voted unanimously by roll call to approve the amendment for Civil Engineering for \$4,000 as provided in the memorandum.*

**Review & discuss authorizing Interim Town Administrator to approve any contract amendments with Context Architecture valued at \$10,000 or less, provided documentation and notification is provided to the Board during the next available public meeting; votes may be taken**

ITA Bresnahan explained the authorization to allow the ITA to approve amendments under \$10,000 only applies to time sensitive issues, between Select Board meetings to avoid delays, and would require the consultation and signature of the Select Board Chair.

The Board would be informed of all authorizations and would be included on the warrant.

*On a motion by Cresta, seconded by Garber, the Board voted unanimously by roll call to authorize the Interim Town Administrator, and then the Town Administrator, to approve with, and in consultation/joint approval of Select Board Chair, any addendums, amendments, and changes related to the public facilities project, up to \$10,000.*

**3:32 pm Executive Session:**

*On a motion by Cresta, seconded by Carbone, the Board voted unanimously by roll call to enter into Executive Session in accordance with M.G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to negotiations with non-union personnel, the Town Administrator, and not to return to open session but adjourn directly from Executive Session.*

*The Board adjourned from Executive Session at 3:56 pm*

**Upcoming Meetings:**

April 18	Regular Select Board meeting
May 9	Annual Town Meeting – Howe-Manning School
May 16	Annual Town Election – Fuller Meadow School
May 2, 16, 30	Regular Select Board meeting

Respectfully submitted,  
Catherine E.Tinsley

Catherine Tinsley, Recording Secretary  
*These minutes were prepared from video recording.*

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Jeff Garber, Select Board Clerk

**Documents either distributed to the Select Board before the meeting in a packet or at the meeting:**

Agenda: April 12, 2023

Email from B. LaRoche, PCA360 to J. Bresnahan re Context Modified Public Safety Building Layout and Parking Lot Layout Design (Fee = \$4,000.00) 4.6.23

MEETING MINUTES  
SELECT BOARD  
SOUTH MAIN STREET, MIDDLETON, MA 01949  
WEDNESDAY, April 18, 2023  
6 PM

*This meeting was recorded and live on Zoom.*

Present: Chair Kosta Prentakis, Debbie Carbone; Brian Cresta; Jeff Garber, Rick Kassiotis  
Others Attending: Interim Town Administrator (ITA)/HR Director Jackie Bresnahan; Catherine Tinsley, Recording Secretary; and others as noted.

*The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

**6 PM** With a quorum present, Chair Prentakis called the meeting to order and identified those present.

*Chair Prentakis announced the passing of Middleton resident 15 year old Emily Shann, and on behalf of the Board expressed deepest condolences to the Shann family.*

**BUSINESS**

**Warrant Approval:** ITA Bresnahan provided a brief overview of **Warrant #2321**.

The Town Accountant/Finance Director has reviewed the warrant and requested the Board's approval.

On a **MOTION** made by **Cresta** second by **Garber**, the Select Board **VOTED** unanimously to approve warrant # 2321 as presented.

**Minutes Approval:** March 21, 2023; March 22, 2023 (OS & ES); March 30, 2023 (OS and ES); April 4, 2023; April 6, 2023 (OS & ES). The Board was provided with the minutes meetings and took the following action:

On a **MOTION** made by **Cresta** second by **Carbone** , the Select Board **VOTED** unanimously to approve the minutes as presented.

**Town Administrator Updates & Reports – ITA Bresnahan**

- Select Board meetings are scheduled for May 2, 16\*, 30 ; June 13, 27 (if needed) \* May 16 is the annual elections and the Select Board meeting will be held at the Flint Library.

July 11 & August 8 were proposed summer meetings dates to be further discussed at a future meeting.

The Board will resume the regular two week meeting schedule starting September 5.

- Design Review Group Meeting update:

- 49 S. Main Street Project – As of Friday, the Town was notified by Mass Housing of the Site Eligibility for the project; an extension was filed for town comments to be submitted. The current iteration of the commercial/residential plan submitted is the same as presented by the developer to the Board in March. Town Departments are currently submitting comments on the technical aspects of the proposal.
- 5 Natsue Way submitted an application for a storage building.
- 66 River Street enforcement is going forward. The Building Commissioner will work Town Counsel on the court filing.

- Memorial Hall ramp remains closed due to foundation issues. The ramp is anticipated to be open by April 28; residents who need assistance should call town hall.
- A \$25,000 grant from Metropolitan Planning Counsel was awarded to the Town for technical assistance to support the newly created Affordable Housing Trust.
- Upcoming dates of interest; additional information is on the town web site.
  - April - hydrant flushing from 6 am to 8 pm.
  - April 22 - DPW brush day at the transfer station
  - April 29 - Council on Aging swing dance
  - April 30- Earth Day festival
- Fire Chief Douglas LeColst was present to recognize the Commendation issued by North Reading to Firefighters Warnock and LeBlanc, who while off duty, assisted the North Reading Fire Department at their structure fire on April 12. Firefighters Warnock and LeBlanc were present and recognized by the Board for their willingness to assist in this emergency.

**Update on the Town Administrator Search Process; votes may be taken**

Member Cresta reported negotiations with Town Administrator candidate Justin Sultzbach were successful and Town Counsel has reviewed the contract. Justin Sultzbach will start in Middleton on July 10. Introductory sessions will be planned for staff, boards/ committees, and he plans to attend town meeting.

**Joint meeting with the Building Committee; votes may be taken**

- Project Updates
- Request for the Use of American Rescue Plan Act (ARPA) Funds for project

Town Building Committee – Names of those present are bolded: **Bill Renault, Chair, Paul Armitage, Nick Bonugli, Roger Bourgeois, George Dow, Kyle Smith, Frank Twiss.** Ex officio members: **Chief William Sampson, Fire Chief Douglas LeColst, Jillian Smith, Jackie Bresnahan**

Chair Renault introduced the Town Facilities Building Committee members present. He noted the recent hiring of the Construction Manager W.T. Rich for the project and gave a brief update; a slide deck was referenced for the overview of finances. In summary:

- 2021 Town Meeting approved and bonded \$47,975,139 for the construction facilities project (this figure does not include design)
- Updated 2023 inflation costs brings the construction estimate to: \$69,932,578 - Less plan adjustments and application of other sources of available funding, the current estimate for the project is \$59,774,349 for construction.

The request before the Board was for ARPA funding in the amount of \$1.3 million to apply towards the project, in addition to potential competitive grant funding (\$3 million).

The Committee voted to request a Special Fall Town Meeting to fund the gap by expanding the appropriation for debt exclusion, estimated at \$ 5 to 9 million dollars. The Committee agreed to stay within the principal and interest as presented to the 2021 Town Meeting and to maintain no additional impact to tax payers; the 2021 bonding rate was secured at 2.05 percent. The Committee will work with Construction manager and design team to continue to thoughtfully consider reductions and savings.

ITA Bresnahan reviewed the current APRA funded projects and this request would use the remaining \$ 1.3 million balance of ARPA funds. It was noted ARPA funds must be used by December 2026.

Member Cresta suggested the Locust Street property be sold and the revenue earmarked for the facilities project and observed the sale would also potentially provide tax revenue to the Town.

The Board supported the use of ARPA funds, and to consider the sale of the Locust Street property. The Board asked for updated plans and proposed cuts be made available for Town Meeting and acknowledged the Committee for their transparency.

**Review and discuss licensing approvals; votes may be taken**

- Seasonal Liquor License (Renewal): Sd Management Group LLC DBA Members Lounge
- Seasonal Liquor License (Renewal): Sd Management Group LLC DBA Halfway House Snack Bar

On a **MOTION** made by **Cresta** second by **Kassiotis**, the Select Board **VOTED** unanimously to approve the two Seasonal Liquor License Renewals.

- Common Victualler (Change of Location): RPD Donut, Inc DBA Dunkin Donut change from 323 North Main to 275 North Main

On a **MOTION** made by **Kassiotis** second by **Carbone**, the Select Board **VOTED** unanimously to approve the change of location for RPD Donut, Inc DBA Dunkin Donut change from 323 North Main to 275 North Main.

- Livery License (New): Black Glove Transportation Corp, Owner Tim Axford, Peabody, was present and spoke on his request for a Livery License. Mr. Axford has a one car for hire transportation service. The business is based in Middleton with an office at Ferncroft. The Board entered into a lengthy discussion.

On a **MOTION** made by **Cresta**, second by **Carbone**, the Select Board **VOTED** unanimously to approve a Livery License for Black Glove Transportation Corp, with the expectation the car be garage & registered in Middleton.

The Board requested information on the total number of livery licenses issued in Middleton.

**Update on Home Rule Petition Licenses**

ITA Bresnahan noted the deadline for applications was today, April 18 at 6pm and listed the applicants. The public hearing is during the Select Board meeting on May 16 at 6:30 pm.

**Appointments**

- Zoning Board of Appeals – Alternate one seat: Anthony Tierno, Viviane Alvarenga  
Viviane Alvarenga was present and spoke on her interest in serving on the Zoning Board.

On a **MOTION** made by **Kassiotis** second by **Garber**, the Select Board **VOTED** unanimously to nominate both Anthony Tierno and Viviane Alvarenga.

Some Board members noted concern Viviane Alvarenga was a relator and would possibly put herself in conflict being on the Zoning Board and encouraged her to consider serving on another board/committee. Members **Carbone**, **Kassiotis**, **Cresta**, noted Anthony Tierno's experience combined with the anticipated projects coming before the Zoning Board, and **voted for Anthony Tierno**.

Member **Garber** noted the absence of Anthony Tierno and the importance of candidates being present and **voted for Viviane Alvarenga**.

*Vivian Alvarenga thanked the board and left the meeting prior to Chair Prentakis voting.*

## Metropolitan Area Planning Council (MAPC) Representative & Alternate

On a **MOTION** made by **Cresta** second by **Garber**, the Select Board **VOTED** unanimously Katrina O'Leary, Town Planner, as primary MAPC representative and Jackie Bresnahan as alternate.

### Annual Appointments Process and Timeline

Town Board/Committee vacancies are listed on the town website; letters to the incumbents will be sent by April 24 with Letters of Interest due by May 23. Annual appointments will be on the Select Board May 30 and June 13 meeting agendas. Staff appointments are on the May 16 agenda.

### Updates & Announcements

Member Cresta announced the passing of former Select Board member John "Red" Caulfield.

Member Kassiotis noted the tri town public safety departments recently completed active shooter training.

### Upcoming Meetings:

- May 2      Regular Select Board Meeting
- May 9      Annual Town Meeting – Howe-Manning
- May 16      Annual Town Election – Fuller Meadow
- May 16      Regular Select Board Meeting (Flint Public Library)
- May 30      Regular Select Board Meeting

**Adjourn** – *The Board voted unanimously to adjourn at 7:44 pm.*

Respectfully submitted by,

Catherine E. Tinsley

Catherine Tinsley, Recording Secretary

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Jeff Garber, Select Board Clerk

### Documents either distributed to the Select Board before the meeting in a packet or at the meeting:

- Annual Town Meeting Warrant 2023
- Agenda: April 18, 2023
- Warrant #2321: Payroll: \$ 768,089; Bills Payable: \$ 1,191,787; Facilities project: \$ 49,540
- Minutes: March 21, 2023; March 22, 2023 (OS & ES); March 30, 2023 (OS & ES); April 4, 2023; April 6, 2023 (OS & ES)
- Revised Memorandum: D. Mahoney - Re Vacancies as of June 30, 2023 – April 18, 2023

- License Applications
- MPAC Letter - Re Middleton Representative/Alternate March 29, 2023
- April 30 Clothing Drive
- Select Board Invitation to Memorial Day Ceremonies/parade

Nick Federico  
Treasurer/Collector  
Tel. 978-774-8327  
Fax 978-774-3684



48 So  
Middle  
Nick.federico@middletonma.gov

**TOWN OF MIDDLETON**  
OFFICE OF THE  
TREASURER/COLLECTOR

May 2, 2023

Selectboard  
48 South Main  
Middleton, MA 01949

**Re: Questions about Investment Income and Banking Strategies**

- Working on consolidating the number of banks and bank accounts we currently have.
- Have switched over some of our larger balance, lower earning Money Market accounts to ICS (Insured Cash Sweep Accounts).
- ICS accounts let you put the total balance in, and on the bank side they break it up into \$250,000 groups so its spreads out and always insured by the FDIC.
- 4 Accounts Totaling around \$8.5M will be going from .50% to 4.25%- 4.50% interest return.
- Spoke with Hilltop about options for earning interest on the Municipal Complex funds, and have been set up with a Rebate Calculation specialist which will allow us to earn as much as we can. This will then be tracked, so in 5 years when it comes due, we will have the money set aside to pay back the Federal Government and avoid Arbitrage.
- Will be moving the ~\$61M out of Eastern and into US Treasury Bonds with Bartholomew, they will be put into 3, 6, 9, and 12 month bonds to insure liquidity and an attractive yield.
- US Treasurys bonds are one of the safest investments at the moment.
- Started utilizing the MMDT's high return rates again for some of the other older project accounts we have.

practices allows the Town to maintain and improve its credit rating with rating agencies. It shall be the goal of the Town to manage debt within the following parameters:

- A. Annual debt service (principal and interest), exclusive of debt exempt from Proposition 2 ½, State reimbursements (e.g. Mass. School Building Authority), and State aid shall be no less than 2% nor more than 10% of current year budgeted general fund operating appropriation. This is known as Net General Fund Debt Service.
- B. Annual debt service inclusive of debt exempt from Proposition 2 ½, State reimbursements (e.g. Mass. School Building Authority), and State aid shall be no more than 15% of current year budgeted general fund operating appropriation. This is known as Gross General Fund Debt Service.
- C. General Fund Debt does not include debt for water, sewer, and electric light.

9. **Capital Improvement Plan:** Capital items are assets that have a useful life of five (5) years and a cost of \$5,000. Regular capital investment is critical to maintaining the Town's infrastructure, including vehicle fleet, buildings, equipment, and acquisition of land. Annually, the Town Administrator will develop a capital improvement plan (CIP) for the next five (5) years. Year one (1) of the CIP is the ensuing year's proposed capital budget. In order to adequately invest in its capital assets, it is the Town's goal to annually spend at least two percent (2%) of general fund expenditures on its general fund capital plan. Non-general fund capital shall be evaluated and programmed based on need.

Funding of capital items may come from a number of sources, including, but not limited to:

- Available funds, such as Free Cash, Capital Stabilization, Overlay, Community Preservation Fund, and Ambulance Fund.
- Issuance of debt within the levy.
- Debt or Capital Outlay Expenditure Exclusion. In order to maintain budget capacity within the limits of Proposition 2 ½ and in recognition of the public facility needs facing the Town, the Town may wish to seek ballot approval for large general fund acquisitions, such as fire apparatus and public works equipment costing more than \$500,000, as well as for Town, school, and regional school building projects. Funding major acquisitions outside of Proposition 2 ½ will improve the Town's limited budget capacity, ensure broad community approval for such projects, and reinforce the Town's strong bond rating. Debt Exclusions and Capital Outlay Expenditure Exclusions allow a community to increase the tax levy above the limitations of Proposition 2 ½ and require a ballot vote.
  - A Debt Exclusion exempts the debt service for the term of the debt issuance.
  - A Capital Outlay Expenditure Exclusion is a one-time increase in the tax levy to fund a capital project or acquisition.

→ 10. **Investments:** Investment practices are governed by the Massachusetts General Laws. The Town's general fund, special revenue funds, and trust funds are invested in accordance with all applicable Massachusetts General Laws using the list of legal investments and taking into consideration safety, liquidity, and yield.

Massachusetts General Laws, Chapter 44, section 55B requires the Town Treasurer to invest all public funds except those required to be kept un-invested for purposes of immediate distribution. The state law further requires that invested funds are to be placed at the highest possible rate of interest reasonably available, taking into account *safety, liquidity, and yield*. Therefore, these guidelines are intended to further the

objective of securing the highest return that is consistent with safety of principal while meeting the daily cash requirements for the operation of the Town's business.

- **Safety** of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital through the mitigation of credit risk (the risk of loss due to the failure of the security issuer or backer) and interest rate risk and interest rate risk (which is the risk that the market value of securities in the portfolio will fall due to changes in the market interest rates). These risks shall be mitigated by the diversification and prudent selection of investment instruments, and choice of depository.
- **Liquidity** is the next most important objective. The overall investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the Treasurer shall carry out investment activities in a manner that provides for meeting unusual cash demands without the liquidation of investments that could result in forfeiture of accrued interest earnings, and loss of principal in some cases.
- **Yield** is the third, and last, objective. Investments shall be undertaken so as to achieve a fair market average rate of return, taking into account safety and liquidity constraints as well as all legal requirements.

11. **Procurement:** Procurement shall be conducted in accordance with Massachusetts General Laws c. 30B (Supplies & Services); c. 149 (Building Construction); c. 30, s. 39M (Public Works Construction); c. 7C, ss. 44-57 (Public Building Projects Design); the Middleton Charter; and Chapter 14 of the Middleton Code. The Town Administrator is the Chief Procurement Officer and as such may delegate procurement responsibilities.
12. **Receivable Write-Offs:** The Town is unable to collect all receivables. It shall be the policy of the Town to write-off uncollected receivables after three years. This policy shall not apply to motor vehicle excise, real property, and personal property taxes.
13. **Audit of Financial Statements and Management Letter:** It is the Town's goal to retain the services of an outside auditing firm to complete an annual audit of the Town's financial statements and to prepare a management letter detailing its findings and recommendations. It is the further goal to be prepared for the auditor by September 30 so the auditor can return its completed product in a timely manner.
14. **Fraud:** The Town is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the Town to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the Town and, when appropriate, to pursue legal remedies available under the law. Reference is hereby made to the Town's Municipal Fraud Policies and Procedures.



# MIDDLETON COUNCIL ON AGING

5.

MONDAY - THURSDAY | 9:30AM - 2PM  
38 MAPLE ST. | 978-777-4067

MAY/JUNE 2023

## MEET OUR TEAM

Jillian Smith | Director  
Andy Diskes | Assistant Director  
Patrick Maher | Outreach  
Rhonda Draper | Admin. Asst.  
Siobhan Gregorio | Office  
Jeanne Anderson  
Terri Getz  
David Fieldhouse  
John LeBlanc  
Walter MacLeod  
Ethel Marino

**FOOD PANTRY**  
Frank Leary | Director  
Nancy Ambrose  
Chrissy Cook  
David Gerlach  
Herman Learmond-Criqui  
Alan & Nancy Maravelias  
Colleen Moulison

## BOARD OF DIRECTORS

Jerry Gove | Chair  
Dr. Joan Shea-Desmond | Vice Chair  
Linda Cornell  
Herman Learmond-Criqui  
Frank Leary  
Leah Magnifico  
Barbara Sanborn  
Ellen Strobel  
Wendy Tirck

## FRIENDS OF COUNCIL ON AGING

Joan Garber | President  
Cindy Dellea | Vice President  
Ann Couture | Treasurer  
Mary Farley | Recording Secretary  
Linda Cornell  
Herman Learmond-Criqui  
Joyce Moreschi  
Cindy Ogden  
Linda Parker  
Marie Pelletier  
Sue Rubin  
Wendy Tirck



OLD TOWN HALL, MIDDLETON

## COA MISSION

To enhance and promote the best quality of life for elders in our community. By treating those we serve with respect, dignity, and interest, we strive to foster self-fulfillment and independence.

## COA VISION

To provide a comfortable and welcoming environment, whether in our building or through our other outreach venues. We support the rights and expectations of older adults through social participation, workforce training and placement, and community involvement. We continuously strive to offer a wide variety of programs that are of interest and benefit to older adults' growth and development.

**The Middleton Council on Aging is proud to be a welcoming and inclusive center!**

## FOOD PANTRY

**Shopping Hours: Fridays 11:30am-1pm**  
Proof of residency will be required at the time of registration for Middleton residents in need. **Monetary donations may be mailed to:** Middleton Food Pantry 38 Maple St. Middleton, MA 01949

## Friends of the COA

Welcomes you to join their meetings on the first Monday of the month at 5:30pm at the Middleton Council on Aging. The Friends of the Middleton Council on Aging have raised funds to support the following COA programs: Fitness, Lifelong Learning, Veterans Programs and Trips, Activities, Entertainment, Outreach to Seniors in Need and more! **Learn how you can support the Friends of the Middleton Council on Aging or honor a loved one on page 12.**



Middleton Annual Town Meeting at Howe Manning

on Tuesday, May 9th at 7PM

Annual Town Election at Fuller Meadow School

on May, 16th from 7AM-8PM

Building Committee Public Presentation at Fuller Meadow  
on Wednesday, May 17th at 7PM

# WELCOME TO THE MIDDLETON COUNCIL ON AGING

Where old friends gather and new friends meet!

## FROM THE DESK OF...



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### The Middleton Food Pantry

welcomes  
monetary and  
food (no  
expired foods,  
please)

donations.  
Thank you for  
considering  
donating and  
helping this  
important  
service.

### INTERIM TOWN ADMINISTRATOR

I hope everyone is having a great spring season!

Thank you to everyone who will attend Annual Town Meeting on May 9th and participate in Annual Town Election on May 16th. I want to thank the many elected officials and staff who come together to make Town Meeting and Election day happen. The Town is incredibly well-served by the officials and staff who run these events every year. At Annual Town Meeting, the Building Committee will provide a brief update on the Municipal Facilities Complex along with an invitation to a public presentation for late May on project updates. I hope to see you there! Finally, I want to congratulate the Friends of the COA on their April 29th Swing Dance event and the upcoming Friends of the COA Yard Sale on June 17th. These are wonderful additions to the community events calendar and a great way to support the COA. Sincerely, Jackie Bresnahan

### STATE REPRESENTATIVE BRAD JONES

Greetings to my Middleton friends and neighbors! Did you know the Massachusetts Treasurer's office is an Unclaimed Property Division, which maintains custody of a wide range of unclaimed assets and works to return them to their rightful owners? Under the state's unclaimed property law (Mass. General Laws Chapter 200A), property is considered to be "unclaimed" if the holder of the asset is unable to contact the owner for a period of three years. Some examples of unclaimed property include inactive checking and savings accounts, uncashed dividends and checks, as well as safe deposit boxes, paid-up life insurance policies, and stocks. The process for checking to see if you have unclaimed property is simple and straightforward. All you have to do is log on to the Treasurer's unclaimed property website at <https://www.findmassmoney.com/>, where you can search by typing in your name, as well as your current or former address. If you have any unclaimed property in the state's possession, the website will provide you with a brief description of the item(s) being held, and the business entity that reported the property as unclaimed. The website also includes easy to follow instructions for submitting a claim for the property. Please be sure to check out the website listed above. Who knows? You could be the lucky owner of an asset you may have forgotten about. If you have any questions, you can contact the Treasurer's Office's customer service line directly at 617-367-0400, Monday through Friday from 8:45 a.m. - 3:30 p.m.

### COA DIRECTOR

Hello Friends! Spring is officially here, the birds are chirping and flowers blooming. As our days brighten with sunshine and color, we encourage you to come to COA and enjoy the warm feelings of friendship and engagement that our cozy center has to offer. When thinking about friends who care, I encourage you to take a moment to thank the members of the Friends of the Council on Aging. They are working tirelessly to raise funds to support the COA's efforts to grow programming and keeping all offerings free to our participants! If you would like to support the Friends of the COA in their efforts, please inquire with the COA's front office. In the spirit of gratitude, I would like to thank our volunteers, participants and team members for their welcoming and kind nature. It is your passion and love for our center that makes the Middleton COA a wonderful place to be! Peace, love and joy to you all.

Sincerely, Jillian Smith, CDP jillian.smith@middletonma.gov

### COA ASSISTANT DIRECTOR

Hello, everyone, As Spring continues and summer approaches, we are happy to continue our Transportation events. On Tuesdays we go Out-of-Town Shopping on the 2nd and 4th Tuesdays of the month. On the first and third Tuesdays we go on Lunch Bunch excursions all over The North Shore. On Fridays we provide In-Town Shopping / Errands as well as late morning medical appointments to Family Medicine and Lahey Danvers. We are also very happy to have a Masco Intern, Jordan, for the month of May here to help seniors with tech support and scam prevention. With all that is happening at the center, whether it's your first time or 100th, we hope to see you soon!! Andy Diskes andy.diskes@middletonma.gov

### COA OUTREACH COORDINATOR

Boost your physical and mental health by spending time outside. Being outdoors is a great way to relax and recharge - take walks - plant a garden - visit a park - walk the beach. These are life affirming activities that are easily enjoyed alone or with others. When enjoying the outdoors consider unplugging from cell phones. Use outdoor time to both reflect on the wonders of nature, good friends and family and the comforts you enjoy.. Remember, you are your own tour guide in life's journey. Be well, Patrick Maher, LCSW

### VICE-CHAIR, COA BOARD OF DIRECTORS

Welcome to May! As we say goodbye to April and welcome to May and June, we are amazed by the beauty of nature—colorful flowers, budding trees, green lawns, and the melodious sounds of birds. At the MCOA we have the opportunity to enjoy nature by participating in our weekly Walking Club that resumes in May. May and June are months of celebration with MCOA events for Mother's Day, Father's Day, Flag Day, Memorial Day, and Chief Will's Day. In addition, the MCOA Board of Directors will have a table at our Middleton Earth Day event on April 30. It would be wonderful if you stop by to say "hello" to our Board Members! Please check our calendar of events for additional information. I look forward to seeing you soon. Joan Shea-Desmond, Ed.D.

### PRESIDENT, FRIENDS OF THE MCOA

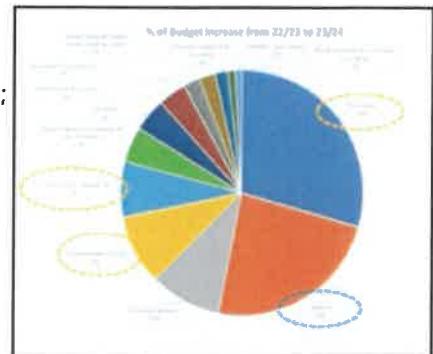
The Friends hope that those who are participating in the weekly Art and additional weekly exercise classes are enjoying the new offerings! The Community Yard Sale will take place on Saturday, June 17, from 8am - 2pm at the former golf course on Route 114. (Rain date is June 24) If you are cleaning out your home and have any items you would like to donate to the MCOA Friends table, please email [mcoafriends@gmail.com](mailto:mcoafriends@gmail.com) to arrange for pick-up or drop off your items at the Senior Center, 38 Maple Street. In addition, if you are interested in purchasing a spot for the yard sale to sell your own items, the cost is \$25--provide your own table and related set-up needs. Email us for further information or to secure your spot. Sincerely, Joan Garber

# MASCO REGIONAL SCHOOL COMMITTEE

Understanding the MASCO FY24 Budget

## MASCO -- THE BUDGET: KEY INFORMATION/HIGHLIGHTS:

Masco School Committee approved a FY24 budget that resulted in a gross expense increase after offset (vs FY23) of \$2,183,304 (+5.8%). It is notable that this year's budget was significantly impacted by unprecedented cost increases for mandated services outside of the Committee's control. This budget includes no staffing cuts and no new programs or initiatives; Ultimately, the School Committee was concerned with providing appropriate services to ensure that student learning is not further impacted as we recover from the pandemic. The mental health of our students and staff is a critical goal of the School Committee and this budget supports that by retaining class sizes that reinforce the ability of our students to interact with and have meaningful connections with caring adults. The Committee is thankful for the support of our tri-town member towns. **Budget increase drivers:** \$712,062 increase in tuition for out of district placements (+24.4%); \$177,294 increase in regular ed transportation costs (+15.3%); \$219,921 increase in special ed transportation costs (+76.3%); \$577,445 increase in contracted salaries (+2.5%)



**THE TURF UP PROJECT: KEY INFORMATION/HIGHLIGHTS:** The FY24 budget includes a capital assessment of \$449,050 for Design, Engineering & Permitting of turf fields through a free cash appropriation, if approved at Town Meeting through a separate Warrant Article. The Masconomet School Committee & Turf Up Masco (a private group that has committed to privately fundraise to support turf field projects) joined in partnership for this project, which includes two multi-purpose turf fields and related amenities such as a stadium, seating, concession stand, bathrooms, and outdoor lighting. We are not seeking Tri-Town approval or funding for the construction of turf fields at Masco at this time. This funding request is to move the project through permitting. We will make decisions relative to construction once permitting is achieved and fundraising is underway. At that point, we will have information about what materials will be used and also what the Boxford Conservation Commission requires from the plan.

**For more info on the Turf Project:** [www.turfupmasco.org](http://www.turfupmasco.org) or

<https://www.masconomet.org/Page/914>

For more info on the FY24 budget: <https://www.masconomet.org/Page/913>

## My Italian Verse

by Lee Mercer,

COA Conversational Italian Student

Cuori caldi con amorevole cura

Crescere insieme col passare del tempo

Biovani innamorati con anni da condividere

I loro sogni e la passione per i desideri degli altri

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Middleton COA, Middleton, MA

06-5382

## MIDDLETON POLICE AND VETERANS SERVICES

Important information and resources!

### MIDDLETON POLICE DEPARTMENT SCAMS: WHAT TO REMEMBER

#### CAPTAIN ARMITAGE, MIDDLETON POLICE

On April 1, the Middleton Police Department was once again honored to speak at a Council on Aging luncheon at the Senior Center. Our Detective Sergeant David Arathuzik again offered safety tips to the attendees, this time on topics such as physical safety and how to deal with solicitors, as well as recapping some of the issues discussed during his last visit – various phone and email scams.

Some of the riskiest situations can occur when an individual attempts to take advantage of you in person. Sgt. Arathuzik offered tips on both how to avoid being taken advantage of, as well as how to physically protect yourself. Frequent door to door scams to watch out for include offers of driveway and chimney repair, and the offer of solar panel and energy services installation. Sgt. Arathuzik suggested guidelines such as never signing anything on the spot, never allowing anyone inside your home, not being afraid to reach out and ask family and friends for advice, or just saying no! Above all else, **if you are worried about your safety, CALL 9-1-1 IMMEDIATELY!** An increasingly common scam involves someone offering free covid tests or services ... IF you provide your Medicare or other personal information. Don't do it! Read more here: <https://oig.hhs.gov/fraud/consumer-alerts/fraud-alert-covid-19-scams/>. The common message here is: Don't provide personal information to someone who calls you on the phone or shows up on your doorstep! In terms of physical safety, some recommendations offered by Sgt. Arathuzik include keeping your home well-lit at night (it costs less than 25¢ to keep 10 lights on all night!), installing deadbolts on all exterior doors if you don't already have them, and considering the addition of security cameras to your home. And again, do not let strangers into your house! If you do find yourself in a precarious situation and are within earshot of others, don't be afraid to speak up and get loud in order to draw attention to yourself, and to let others know you need help. Sgt. Arathuzik shared a handout with attendees at the luncheon that summarized his presentation entitled "Protecting Yourself Against Scams". (We also left extra copies at the Senior Center.) If you were unable to attend and would like a copy, please email [Records@MiddletonMA.gov](mailto:Records@MiddletonMA.gov), or call Sgt. Arathuzik or Captain Armitage at the police station (978-774-4424) to request one.

### MIDDLETON'S ANNUAL MEMORIAL DAY PARADE KEVIN WELCH, MIDDLETON VETERANS SERVICE OFFICER

On May 5th, 1868 General John A. Logan, a hero of the Civil War and Commander-in-Chief of the Grand Army of the Republic, a veteran's organization of Civil War veterans, issued his famous General Order 11. The order reads, "The 30th day of May, 1868 is designated for the purpose of strewing with flowers or otherwise decorating the graves of comrades who died in defense of their country during the late rebellion, and whose bodies now lie in almost every city, village, and hamlet churchyard in the land...Let us, then, at the time appointed, gather around their sacred remains and garland the passionless mounds above them with choicest flowers of springtime; let us raise above them the dear old flag they saved from dishonor; let us in this solemn presence renew our pledges to aid and assist those whom they have left among us as sacred charges upon the nation's gratitude—the soldier's and sailor's widow and orphan." With this order, General Logan called upon his fellow veterans and upon all Americans to honor and remember the fallen. This event would quickly become an annual "Decoration Day", which would eventually evolve into what we now celebrate as Memorial Day. The Town of Middleton will answer the General's call on Saturday May 20th 2023 at 10:00am in Oakdale Cemetery. The Patriotic Observances Committee will be hosting a "flags in" event, where we will decorate the graves of Middleton's veterans ahead of the Memorial Day weekend. This event is open to the public and provides a wonderful opportunity for Middleton residents of all ages to volunteer in their community, and honor the sacrifices of Middleton's veterans. The Committee welcomes anyone who would like to come and assist. On Monday May 29th, Memorial Day, the annual Memorial Day Parade will kick off at 9:00am from the Howe-Manning Elementary School. If you are a veteran and would like to march in the parade, please muster at the school at 8:30am. The parade will step off at 9:00am to the Flint Library for a short remembrance at the Memorial Stones, and then continue down Maple St. to Oakdale Cemetery, where there will be a ceremony at the veteran's memorial. Please encourage all your family and friends to line the parade route! If you have a classic car, or some other unique vehicle that you would like to have in the parade, please reach out to VSO Kevin Welch, 978-880-0361. If there are any questions, please don't hesitate to reach out. Semper Fidelis, Kevin Welch, Veterans' Service Officer Town of Middleton



### STOP SOCIAL SECURITY SCAMS

Recognize the four basic signs of a scam:

1. Scammers pretend to be from a familiar organization or agency, like the Social Security Administration. They may email attachments with official-looking logos, seals, signatures, or pictures of employee credentials.
2. Scammers mention a problem or a prize. They may say your Social Security number was involved in a crime or ask for personal information to process a benefit increase.
3. Scammers pressure you to act immediately. They may threaten you with arrest or legal action.
4. Scammers tell you to pay using a gift card, prepaid debit card, cryptocurrency, wire or money transfer, or by mailing cash. They may also tell you to transfer your money to a "safe" account.

Ignore scammers and report criminal behavior.

Report Social Security-related scams to the SSA Office of the Inspector General (OIG).

Report a scam:  
<https://www.ssa.gov/scam/>

IN HONOR  
OF OUR  
HEROES

## COA PROGRAM HIGHLIGHTS

Services, Support and New Upcoming Programs

### Middleton Council on Aging's Walk Program is Back by popular demand!

Middleton residents David Snow and Geraldine Roy are the facilitators of the the COA's Walk Program! This year we will start our walks at the Middleton Congregational Church (located at 66 Maple St.) in the back parking lot.

Walkers will meet on Wednesdays at 10am and walk the

#### Middleton Rail Trail.

Be sure to wear comfortable walking shoes.

Water and cell phones are recommended to keep on your person while walking.

### COA Book Club: The Exiles

by Christina Baker Kline 5/23 @ 1PM: Join Dr. Joan Shea-Desmond for the COA Book Club. It is requested that participants please read the book selection prior to the meeting. This NY Times bestseller is an emotionally resonant novel about 3 women whose lives are bound together in 19th-century Australia and the hardships they endure as they fight for redemption and freedom in a new society.

### NEED ASSISTANCE WITH MEDICARE? S.H.I.N.E (SERVING THE HEALTH INSURANCE NEEDS OF EVERYONE) CAN

**HELP!!** Certified SHINE counselors offer free, unbiased, confidential counseling on all aspects of health insurance to anyone on or eligible for Medicare. SHINE counselors will also assist if you find yourself enrolled in a plan that is not in your best interest by reviewing your coverage with you and helping to determine if you are qualified to make a change at this time of year. Call the COA at 978-777-4067 to make an aptt.

**MIDDLETON RAIL TRAIL ALLIANCE** The Middleton Rail Trail Alliance (MIRTA) in Middleton, MA was formed in 2018 to help build and maintain a rail trail on the old Boston & Maine rail bed. When completed the trail will run from the Danvers town line through Middleton Square to North Andover. MIRTA was incorporated with one goal, to build, maintain and promote a Rail Trail which runs through Middleton on the old Essex railway bed. When completed the rail trail will be about 4.5 miles in length running from the Danvers town line (near Essex Technical School) to Sharpner's Pond Road in North Andover. Our target population is anyone who wants to get outside and enjoy nature. The Middleton Rail Trail is open to the public from dawn to dusk every day at no cost. No motorized vehicles are allowed on the trail. The smooth crushed rock surface provides a safe area for people of all ages to get outside and walk, jog, bike or cross-country ski. Since Middleton has few sidewalks and no dedicated bike lanes the trail is an asset to the community. Having completed about 2.2 miles of the trail we now need volunteers to help maintain and improve the completed sections of the trail. This may include mowing, pruning, weeding, repairing erosion, picking up trash, etc. If you would like to volunteer, please contact us via email: Middletonrailtrail@gmail.com or mail: PO Box 821 Middleton, MA 01949. Middleton Rail Trail Alliance is a 501(c)(3) Charitable Organization

### NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI) (FREE TO ATTEND)

Caregivers of individuals with a mental illness talk openly about their challenges and help one another through support and learned wisdom. For more info: Sheila Girard at (978) 774-2872 or ShePowGir45@gmail.com



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Attorney Michael Monteforte Jr.

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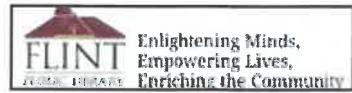
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Middleton COA, Middleton, MA

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# HEALTH, EDUCATION AND CAREGIVER SUPPORT

Flint Public Library, Middleton Health Department, Fire Department and AgeSpan



## FLINT PUBLIC LIBRARY: MAY & JUNE OFFERINGS (LORETTA JOHNSON, FLINT PUBLIC LIBRARY DIRECTOR)

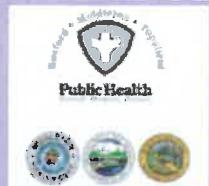
**Beaverland: How One Weird Rodent Made America author visit on May 11 at 6:00 PM** Join us for Middleton's Community Read 2023, meet author Leila Philips, and hear all about the remarkably industrial (and often misunderstood) beaver! "From award-winning writer Leila Philip, Beaverland is a masterful work of narrative science writing, a book that highlights, through history and contemporary storytelling, how this unusual rodent has played an oversized role in American history and continues to feature in its future."

**A Journey Through the Roots of American Popular Music on May 25 at 6:00 PM** Jon Waterman presents "A Journey through the Roots of American Popular Music ... a program of songs and stories about characters and events at the origins of the blues, rock, and country music. The show is entertaining and informative and is relevant to our story as a people."

**Brilliant Beacons: A History of the American Lighthouse author visit on June 29 at 6:00 PM** About the book: Eric Jay Dolin will be presenting on his book. "Set against the backdrop of an expanding nation, Brilliant Beacons traces the evolution of America's lighthouse system from its earliest days, highlighting the political, military, and technological battles fought to illuminate the nation's hardscrabble coastlines. Beginning with "Boston Light," America's first lighthouse, Dolin shows how the story of America, from colony to regional backwater, to fledgling nation, and eventually to global industrial power, can be illustrated through its lighthouses. Even in the colonial era, the question of how best to solve the collective problem of lighting our ports, reefs, and coasts through a patchwork of private interests and independent localities telegraphed the great American debate over federalism and the role of a centralized government. As the nation expanded, throughout the nineteenth and early twentieth centuries, so too did the coastlines in need of illumination, from New England to the Gulf of Mexico, the Great Lakes, the Pacific Coast all the way to Alaska. In Dolin's hands, we see how each of these beacons tell its own story of political squabbling, technological advancement, engineering marvel, and individual derring-do."

### COVID FAQ'S

BY JULIE LOBEL,  
BSN, RN  
TRI-TOWN PUBLIC  
HEALTH NURSE

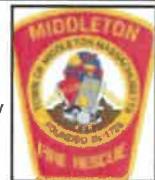


#### Q: Do I need another BIVALENT COVID-19 Booster?

**A:** NO! Not at this time, everyone needs only 1 dose of the updated COVID-19 BIVALENT booster vaccine. So if you have already received a booster dose (after September 1, 2022) you do not need another dose yet. The FDA and CDC have not yet announced how often people will need booster doses of the COVID vaccines. Some doctor's offices and commercials are causing confusion, as they are encouraging people who have NOT YET received the updated booster to go get one, not a second one though!

### WHAT IS A STROKE?

CHIEF LECOLST,  
MIDDLETON FIRE



A stroke is a medical emergency which involves blood supply to the brain being interrupted due to a blockage or rupture of a blood vessel. Every year, more than 795,000 people in the United States have a stroke.

**Signs and Symptoms of a stroke?** Signs and symptoms include difficulty walking, difficulty speaking, paralysis or numbness on the face, arm, or leg.

#### What should you do?

Call 911 immediately! Time is of the essence. The sooner symptoms are diagnosed and treated, the higher the chances of a full recovery.



### AgeSpan's Family Caregiver Support Program:

A supportive program for caregivers providing services to ease the stress of being a caregiver to their loved ones. Family Caregiver Support Program is a statewide program that recognizes the critical role family caregivers make in the lives of loved ones. **ELIGIBILITY:** Any caregiver in the Merrimack Valley and North Shore who is 18 and

older and caring for someone 60 years or older, or any age with Alzheimer's disease and related disorders; Grandparents 55 years or older caring for a child(ren) under 18 years old; or any caregiver 55 years or older caring for a disabled individual ages 18 to 59 are eligible for this program. **SERVICES:** We provide one-on-one sessions with a Caregiver Adviser to help caregivers navigate resources and manage care for their loved ones and themselves. **Services may include, but not limited to:** • One on One Caregiver Assessments to help assess needs, identify options, provide referrals to community-based services and develop action plans • Information about community resources and local programs • Caregiver Support Groups to help caregivers learn that they are not alone and how important it is to take care of themselves • Training programs like Powerful Tools for Caregivers and The Savvy Caregiver Program to enable caregivers to maintain their own emotional and physical well-being • Habilitation Therapy Program to offer an approach to caring for loved ones with dementia that focuses on remaining abilities, not what is lost to the disease • Respite Care Scholarships • Grandparent Campership Scholarships • Northeastern MA Alzheimer's Partnership event series • Lunch and Learn workplace presentations

**COST:** There is no cost for consults through this program. However, the elder or family would be responsible for all expenses incurred for direct services if no payment options exist. **MORE INFORMATION** For more information about our Family Caregiver Support Program, call our Information & Referral Department at 1-800-892-0890

#### AgeSpan's Caregiver Support Groups

**Virtual Caregivers Caring for those with Memory Loss:** 1st & 3rd Tuesday of Month 5:30pm-7pm **Contact:** Cindy Hession Richard chession@agespan.org  
AgeSpan's Caregiver Support Groups

**Virtual Grandparents Raising Grandchildren:** 3rd Thursday of Month 11am-12pm **Contact:** Cindy Hession Richard chession@agespan.org

**In-Person Support Group:** 3rd Thursday of Month 5pm-6:30pm **Contact:** Crystal Polizzotti cpolizzotti@agespan.org

Virtual General Caregiver Support Group: 3rd Thursday of Month 1pm-2pm

**Contact:** Lyn Brenna lbrennan@agespan.org

# MAY 2023

## Wednesdays at 2:15pm is Intergenerational Time!

Meet our excellent team of MASCO students who will provide 1:1 tech tutoring (by appointment) or enjoy gardening our raised beds with you! Let's grow together!

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>01</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 10:30AM Italian 11:30AM Lunch 11:30AM Andy Morris Sings The Oldies 12:30PM Bingo 5:30PM Friends Meeting	<b>02</b> 9:30AM Strength and Weights 11AM Veterans Coffee and Conversation with Facilitator Victor Fiorentino 12PM Out of Town Shopping: Christmas Tree Shoppes, Spinelli's Function Facility, Pasta & Pastry Shop & a Surprise Stop! (pre-registration required) 12:30PM Instructional Art with Steve Greco	<b>03</b> SHINE by appt. Get It Fixed by appt 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 11:30AM Lunch 11:30AM Meet Mike Harvey, MASCO Superintendent 7PM NAMI Group Meeting	<b>04</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Rest Stop Ranch Presentation 12:30PM Rummikub	<b>05</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry
<b>08</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 10:30AM Italian 11:30AM Lunch 11:30AM Understanding Cognitive Decline 12:30PM Bingo	<b>09</b> 9:30AM Strength and Weights 11AM Veterans Game Time with Facilitator Victor Fiorentino 12PM Lunch Bunch: Iron Chef (Danvers, MA) (pre-registration required) 12:30PM Instructional Art with Steve Greco	<b>10</b> SHINE by appt. Get It Fixed by appt 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 11AM Blood Pressure Clinic with Marie McDonald 11:30AM Lunch 11:30AM Famous Mothers: A Presentation with Robin	<b>11</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Rich Moulison on Guitar 12:30PM Rummikub	<b>12</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry
<b>15</b> Mother's Day Pampering, by Appt. (Hand Treatment & Facial) 9:30M Zumba Gold 10:15AM Chair Yoga 10:30AM Italian 11AM Sen. Tarr Constituent Services 11:30AM Special Mothers Day Performance by Northshoremen 12:30PM Instructional Art with Steve Greco 11:30AM Lunch & Birthday Celebration 12:30PM Bingo	<b>16</b> 9:30AM Strength and Weights 11AM Card Making with Geraldine 12PM Out of Town Shopping: Walmart, T.J. Maxx, Trader Joe's & Century House Epicurean Shoppe (pre-registration required) 12:30PM Instructional Art with Steve Greco	<b>17</b> SHINE by appt. Get It Fixed by appt 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 11:30AM Lunch 11:30AM History of Red Sox: Presentation with Robin 12:30PM Left, Right, Center	<b>18</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Steve Hershman on Piano 12:30PM Rummikub	<b>19</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry
<b>22</b> 9:30M Zumba Gold 10:15AM Chair Yoga 10:30AM Italian 11:30AM Lunch 11:30AM Health Talk with Public Health Nurse Julia Lobel 12:30PM Bingo (sponsored by the Friends of the COA)	<b>23</b> 9:30AM Strength and Weights 12PM Lunch Bunch: Ray Moore's Fish Shack with Shopping & Strolling at Bearskin Neck (Rockport, MA) (pre-registration required) 1PM Book Club: The Exiles by Christina Baker Kline 12:30PM Instructional Art with Steve Greco	<b>24</b> Hearing Screening By Appt SHINE by appt. Get It Fixed by appt 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 11:30AM Lunch 11:30AM Healthy Hearing Presentation with Taylor Chabot, Au.D 12:30PM Left, Right, Center	<b>25</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Memorial day Presentation with Robin* 12:30PM Rummikub	<b>26</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry
<b>29</b> <b>COA is closed for Memorial Day</b> 9am Annual Memorial Day Parade & Remembrance at the Flint Library Memorial Stones <b>**Veterans who would like to march in the parade, please muster at Howe-Manning Elementary school at 8:30am. (see VSO article on page XX for more details)</b>	<b>30</b> 9:30AM Strength and Weights 10:30AM- Blood Pressure Clinic with Marie McDonald 11AM Veterans Brunch 12PM Out of Town Shopping: Endicott Plaza: Ocean State Job Lots, Savers (30 % off Senior Tues Discount) , CVS & MB (pre-registration required) 12:30PM Instructional Art with Steve Greco	<b>31</b> SHINE by appt. Get It Fixed by appt 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 10AM COA BOD Meeting 11:30AM Lunch with BOD/Traveling Chef 12:30PM Left, Right, Center	<p><b>*This program is supported in part by a grant from the Middleton Cultural Council, a local agency which is supported by the Mass Cultural Council, a state agency.</b></p>	<p><b>Learn to Tap and Improve Your Rhythm with Fritz!</b> Please inquire with the Council on Aging at 978-777-4067 to learn more about this free opportunity offered by tap enthusiast Fritz Ritter!</p>

# JUNE 2023

**Wednesdays at 2:15pm is Intergenerational Time!**

Meet our excellent team of MASCO students who will provide 1:1 tech tutoring (by appointment) or enjoy gardening our raised beds with you! Let's grow together!

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>*This program is supported in part by a grant from the Middleton Cultural Council, a local agency which is supported by the Mass Cultural Council, a state agency.</p>	<p><b>Local Shopping Update:</b> Local Shopping has been moved to Friday mornings for this newsletter. Please consult the July/August newsletter for a change in schedule.</p>	<p><b>Learn to Tap and Improve Your Rhythm with Fritz!</b> Please inquire with the Council on Aging at 978-777-4067 to learn more about this free opportunity offered by tap enthusiast Fritz Ritter!</p>	<p><b>01</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Medicare &amp; Dating Scams with Det. Sgt. Arathuzik 12:30PM Rummikub</p>	<p><b>02</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry</p>
<p><b>05</b> 9:30AM Zumba Gold 10:15AM Chair Yoga w 10:30AM Italian 11:30AM Lunch 11:30AM CPR (Non-Certification) Presentation with Chief LeColst, Middleton Fire 12:30PM Bingo 5:30PM Friends Meeting</p>	<p><b>06</b> 9:30AM Strength and Weights 11AM Veterans Coffee and Conversation with Facilitator Victor Fiorentino 12PM Out of Town Shopping: Liberty Tree Mall and Century House Epicurean Shoppe (Danvers/Peabody) 12:30PM Instructional Art with Steve Greco</p>	<p><b>07</b> SHINE by appt. Get It Fixed by appt 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 11:30AM Lunch 11:30AM Johnny Cash - Songs &amp; Stories with Matt York 12:30PM Left, Right, Center 7PM NAMI Group Meeting</p>	<p><b>08</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Rich Moulison on Guitar 12:30PM Rummikub</p>	<p><b>09</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry</p>
<p><b>12</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 10:30AM Italian 11:30AM Lunch &amp; Birthday Celebration 11:30AM What is Road Scholar Travel Program? with Dave VanArsdale 12:30PM Bingo</p>	<p><b>13</b> 9:30AM Strength and Weights 11AM Veterans' Game Time with Facilitator Victor Fiorentino 12PM Lunch Bunch: Belle Isle (Winthrop, MA) (pre-registration required) 12:30PM Instructional Art with Steve Greco</p>	<p><b>14</b> SHINE by appt. Get It Fixed by appt 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 11AM Blood Pressure Clinic with Marie McDonald 11:30AM Lunch 11:30AM Flag Day Presentation with Robin 12:30PM Left, Right, Center</p>	<p><b>15</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Steven Hershman on Piano 12:30PM Rummikub</p>	<p><b>16</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry</p>
<p><b>19</b> <b>COA CLOSED in Observation of the Juneteenth Holiday</b></p>	<p><b>20</b> 9:30AM Strength and Weights 11AM Card Making with Geraldine 12PM Out of Town Shopping: Market Place (Lynnfield) 12:30PM Instructional Art with Steve Greco</p>	<p><b>21</b> SHINE by appt. Get It Fixed by appt 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 11:30AM Lunch 11:30AM Father's Day Luau Celebration with an Islands of Hawaii Presentation with Robin 12:30PM Left, Right, Center</p>	<p><b>22</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Middleton Light Presentation 12:30PM Rummikub</p>	<p><b>23</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry</p>
<p><b>26</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 10:30AM Italian 11AM Sen. Tarr Constituent Services 11:30AM Lunch 11:30AM Health Talk with Nurse Julia Lobel 12:30PM Bingo (sponsored by the Friends of the COA)</p>	<p><b>27</b> 9:30AM Strength and Weights 10:30AM- Blood Pressure Clinic with Marie McDonald 11AM Veterans Brunch TBA: Lunch Bunch: Trolley and Lunch (Kennebunkport, ME) (pre-registration required) 12:30PM Instructional Art with Steve Greco</p>	<p><b>28</b> SHINE by appt. Get It Fixed by appt. 9:30AM Chair Zumba Gold 10AM Walk Program (see p. 5 for details) 10AM COA BOD Meeting 11:30AM Lunch with BOD/Traveling Chef 12:30PM Left, Right, Center</p>	<p><b>29</b> 9:30AM Zumba Gold 10:15AM Chair Yoga 11:30AM Lunch 11:30AM Independence Day Presentation with Robin* 12:30PM Rummikub</p>	<p><b>30</b> 8:30AM Pike's Hikes (Meet at Flint Library) 9:30AM Line Dancing 9:30AM Local Shopping 11:30AM Food Pantry</p>

# Thank You!

Constantina and Robert Maeder  
Sue and John Muzichuk  
Linda and Robert Skory  
Maplewood Ridge Condo Assoc.  
Richard and Sylvia Warman  
Diane and Jerry Gove  
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Michael Manson  
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Eileen and Dana Paulin in Memory of Jim Thornton  
Wendy Tirck In Memory of Carol D'Angelo  
Lou MacKenzie In Memory of Grace MacKenzie  
Irving Bacherman In Memory of Eileen Sylvia Bacherman  
Annette Gauln Wells In Memory of John Caulfield  
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**THANK YOU FOR YOUR DONATION AND/OR HONORING YOUR LOVED ONE BY SUPPORTING THE FRIENDS OF THE COUNCIL ON AGING. Your donation will allow us to continue and grow our mission of providing quality of life for the golden members of our community! Your kindness is appreciated!**



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# REGISTRATION FORM

May/June 2023

## PLEASE PRINT

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Please update ONLY if you are new to the COA or if you've had changes to the following information:

Receive e-newsletter & e-notifications

Email: \_\_\_\_\_

Check box:  if you are a veteran

Please indicate branch here: \_\_\_\_\_

Address: \_\_\_\_\_ Apt: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Cell Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

D.O.B: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

### Are you a Middleton Resident?

Yes  No PLEASE NOTE:

Middleton residents age 60+ receive priority registration for activities with limited seating. Non-residents or residents under 60 will be waitlisted for such activities and notified if seating becomes available up to the day before the event.

**IMPORTANT:** This registration form only includes activities that either require sign-ups or where sign-ups are encouraged because it supports the COA's efforts to plan effectively. This form will automatically sign you up for programs where unlimited spaces are available. For those programs or trips that have limited space, your registration status will be confirmed. All programs will be registered on a first come, first served basis. Thank you for your understanding. Please reach out to

jillian.smith@middletonma.gov with questions or concerns related to program sign-ups. For those programs requiring appointments or weekly sign-ups please make arrangements via the front office.

# sign up here

Please circle or highlight each date, session or the programs for which you are registering.

### Veterans Programs

Coffee and Conversation @ 11AM:	5/2	6/6
Game Time @ 11AM:	5/9	6/13
Brunch @ 11AM:	5/30	6/27



### Ongoing Programs

Book Club @ 1PM:	5/23
Steve Hershman on Piano @ 11:30AM:	5/18
Rich Moulison on Guitar @ 11:30AM:	5/11
COA BOD/Traveling Chef @ 11:30AM:	5/31
Health Talk with Julia Lobel @ 11:30AM:	5/22
Card Making with Geri @ 11AM:	5/16
Instructional Art @ 12:30PM:	Every Tuesday

### Guest Speakers/Learning Programs

Andy Morris Sings the Oldies	@ 11:30AM:	5/1
Meet Mike Harvey (MASCO)	@ 11:30AM:	5/3
Rest Stop Ranch Presentation	@ 11:30AM:	5/4
Understanding Cognitive Decline	@ 11:30AM:	5/8
Famous Mothers Presentation	@ 11:30AM:	5/10
Performance by Northshoremen	@ 11:30AM:	5/15

### 5/15 Mother's Day Pampering By Appt - Sign Up at the Front Office by 5/10

History of Red Sox Presentation	@ 11:30AM:	5/17
Health Hearing Presentation	@ 11:30AM:	5/24

### 5/24 Hearing Screenings Available By Appt - Sign Up at the Front Office by 5/17

Memorial Day Presentation	@ 11:30AM:	5/25
Medicare & Dating Scams	@ 11:30AM:	6/1
CPR (Non-Certification)	@ 11:30AM:	6/5
Johnny Cash - Songs and Stories	@ 11:30AM:	6/7
What is Road Scholar?	@ 11:30AM:	6/12
Flag Day Presentation	@ 11:30AM:	6/14
Father's Day Luau & Presentation	@ 11:30AM:	6/21
Middleton Light Presentation	@ 11:30AM:	6/22
Independence Day Presentation	@ 11:30AM:	6/29

The COA has a NO FRAGRANCE policy, this includes transportation services. Thank you for your understanding.

### Lunch Bunch/Excursion

Iron Chef	@ 12PM:	5/9
Ray Moore's Fish Shack (more info p. 7)	@ 12PM:	5/23
Belle Isle	@ 12PM:	6/13

Trolley & Lunch @ TBA: 6/27

### Out of Town Shopping/Specialty Food Shops

Christmas Tree Shoppes, etc. (more info p. 7)	@12PM:	5/2
Walmart, T.J. Maxx, Trader Joes, etc. (more info p. 7)	@12PM:	5/16
Endicott Plaza (more info. p. 7)	@ 12PM:	5/30
Liberty Tree Mall (more info. p. 8)	@ 12PM:	6/6
Market Place	@ 12PM:	6/20

**FOR INTERNAL USE ONLY:** Date received: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Initial received: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Time received: \_\_\_\_ am/pm Initial copy of registration form provided: \_\_\_\_  
 Date and Initial entered into mysrctr: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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**In lieu of flowers, please consider making a tax-deductible contribution in memory of a loved one. Please fill out the information below to submit with your gift.**

**The purpose of the Friends of the Middleton COA is to supplement the budget of the Middleton Council on Aging with their efforts to provide services and programs.**

**Donations In Memory or In Honor Of Are Tax-Deductible.**

**Enclose Check Payable to 'Friends of the MCOA, Inc.'. (Please Print)  
and return to 38 Maple St. Middleton, MA 01949**

**DONOR'S NAME:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

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**HONOREE'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**The Name of Donor and honoree will be recognized in the next publication of the Middleton COA Newsletter. Thank you for your support.**

**Your donation allows the COA to provide quality programming and services that reduce falls, improves cognition and keeps our seniors striving in our community!**

7.

**RENEWAL**  
**CABLE TELEVISION LICENSE**  
**FOR**  
**THE TOWN OF MIDDLETON,**  
**MASSACHUSETTS**

**May 1, 2023 – April 30, 2033**

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## **MIDDLETON RENEWAL LICENSE**

### **INTRODUCTION**

WHEREAS, Comcast Cable Communications Management, LLC ("Comcast"), (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Middleton, Massachusetts (hereinafter the "Town"), said license having commenced on September 23, 2008;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated January 29, 2016 in conformity with the Cable Act and filed a renewal proposal dated February 1, 2019;

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

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

WHEREAS, the Town's Select Board, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

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

## ARTICLE 1

### DEFINITIONS

#### SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, as amended from time to time, and Massachusetts General Laws Chapter 166A (M.G.L. c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, or non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

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

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

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

(e) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Middleton, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but

such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Department or DTC – shall mean the Massachusetts Department of Telecommunications and Cable.

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

(h) Effective Date – May 1, 2023

(i) Encoder - A device which encodes video signals into mpeg based transport streams for video/audio delivery

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

(k) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Middleton and/or any other governmental subdivision, or designated Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(l) Gross Annual Revenues – means the Cable Service revenue actually received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, leased access fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits,

bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

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

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

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

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, public health emergencies, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

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

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

(t) 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.

(u) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel made available by the Licensee for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

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

(w) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Middleton, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Middleton for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

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

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

(z) Standard Installation – shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

(aa) Subscriber – shall mean a Person who lawfully receives Cable Service with Licensee's express permission.

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

(cc) Town – shall mean the Town of Middleton, Massachusetts.

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

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

## ARTICLE 2

### GRANT OF RENEWAL LICENSE

#### SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, the Cable Act and subject to the terms and conditions herein the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast Cable Communications Management, LLC, authorizing and permitting Licensee to construct, operate and maintain a Cable System in the Public Way within the municipal limits of Middleton. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

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

#### SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on May 1, 2023, following the expiration of the current license, and shall expire at midnight on May 1, 2033.

#### SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to M.G.L. c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

## **SECTION 2.4 - RENEWAL**

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

## **SECTION 2.5 - RESERVATION OF AUTHORITY**

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, such conflict shall be submitted either to a mutually agreed upon arbitration authority, or to a court of competent jurisdiction. Notwithstanding any other provision of this License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

## **SECTION 2.6 - COMPETITIVE EQUITY**

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other authorizations to other Cable Service providers or wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within the Town. If any such additional or competitive license or other authorization is granted by the Issuing

Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; PEG access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

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

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or other authorization shall be on equivalent material terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L. c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or other authorization has been granted on terms or conditions materially more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee demonstrate that any such additional license(s) or other authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in this

Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider or wireline based video service provider in the Town has been provided relief by the Issuing Authority from any material obligation of its license, then Licensee shall be awarded an equivalent amount of relief from the material obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license or other similar lawful authorization. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that said information is non-proprietary.

## ARTICLE 3

### SYSTEM SPECIFICATIONS AND CONSTRUCTION

#### SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall upon request make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile provided however, that any request for plant extension is measured from a technically feasible point on the existing Trunk and Distribution System from which a usable Cable Service Signal can be obtained and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the Public Way. Upon written request from the Town, Licensee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Town of the survey results and applicable costs to extend Service to the area.

(b) Licensee shall make service available to multiple dwelling units (MDU) upon request and where economically feasible, provided that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Licensee shall upon request offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of Licensee's Trunk and Distribution System. For non-Standard Installations, Licensee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(c) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred twenty-five feet (125 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(d) Subject to the provisions of this Article 3 and 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 may install its cable in such trenching or conduits or seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

### **SECTION 3.3 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

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

### **SECTION 3.4---EMERGENCY ALERT OVERRIDE CAPACITY**

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

## ARTICLE 4

### TECHNOLOGICAL AND SAFETY STANDARDS

#### **SECTION 4.1 - SYSTEM MAINTENANCE**

- (a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.
- (b) The construction, maintenance and operation of the Cable System for which this Renewal License is granted shall be done in conformance with all applicable state and federal laws, bylaws, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.
- (c) 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. Prior to such repair or restoration the Town shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

#### **SECTION 4.3 - CABLE LOCATION**

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by the Issuing Authority or State to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating the Cable System shall be reimbursed to Licensee in the event public or private funds are raised for the project and made available to other users of the Public Way. If funds are not reimbursed, Licensee reserves the right to pass through its costs to Subscribers.

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

#### **SECTION 4.4 - TREE TRIMMING**

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

#### **SECTION 4.5 – STRAND MAPS**

Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

#### **SECTION 4.6 - BUILDING MOVES**

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

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

#### **SECTION 4.7 - DIG SAFE**

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

#### **SECTION 4.8 - DISCONNECTION AND RELOCATION**

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

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) Licensee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town. If funds are not reimbursed, Licensee reserves the right to pass its costs through to Subscribers.

#### **SECTION 4.9 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority shall give Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) Licensee shall have the right to reimbursement under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town. If funds are not reimbursed, Licensee reserves the right to pass its costs through to Subscribers.

## ARTICLE 5

### PROGRAMMING

#### **SECTION 5.1 - BASIC CABLE SERVICE**

Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

#### **SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain broad categories of Video Programming. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with applicable FCC Rules and Regulations as well as DTC Rules and Regulations regarding notice of programming changes. Advance notice shall not be required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. Written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

#### **SECTION 5.3 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial leased access channels shall be negotiated between Licensee and the commercial user in accordance with federal law. Licensee shall have no editorial control over the content of programming on leased access channels and is not subject to any liability therefrom.

## ARTICLE 6

### PEG ACCESS CHANNEL(S) AND SUPPORT

#### SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of a video channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth herein. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of a PEG Access Channel, except Licensee may refuse to transmit any Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall make available three (3) channels for PEG Access Programming purposes. A PEG Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(c) In the event the Issuing Authority or Access Provider elects not to fully program a PEG Access Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels.

## **SECTION 6.2 - PEG ACCESS PROVIDER**

Beginning on the Effective Date, Issuing Authority or Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish, implement and enforce rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of PEG Access Programming of interest to Subscribers; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

## **SECTION 6.3 - PEG ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit A** to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming

from the location listed in Exhibit A to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG Access Provider shall own, maintain, repair and/or replace studio and/or portable encoders and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access Provider's equipment shall be at the output of the Town's and/or the PEG Access Provider's encoder(s) or equivalent device at any of the origination locations in Exhibit A.

(d) Upon written request and subject to prior payment by the Town or its Access Provider as set out herein, the Licensee shall, within twenty-four (24) months of said request, purchase, install and operate standard definition serial digital interface (SD/SDI) equipment at the PEG Access video return hub for two (2) SD PEG Access Channels and one (1) HD PEG Access Channel.

#### **SECTION 6.4 – PEG ACCESS SUPPORT**

Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to five percent (5%) of its Gross Annual Revenues less applicable License Fees and assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations. Said five percent (5%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on November 15, 2023 for the period of July 1, 2023 through September 30, 2023. Quarterly thereafter, Licensee shall provide payments each February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>, and November 15<sup>th</sup> based on revenues from the previous calendar quarter.

#### **SECTION 6.5 – PEG ACCESS CAPITAL SUPPORT**

The Licensee shall provide capital funding to the Issuing Authority or its Access Designee for capital costs for public, educational or governmental (PEG) access facilities (the “PEG Access Capital Funding”) in

the amount of Ninety-Eight Cents (\$0.98) per subscriber, per month, payable to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on November 15, 2023 for the period of the effective date through June 30, 2023. Quarterly thereafter, Licensee shall provide payments each February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>, and November 15<sup>th</sup> based on subscribers from the previous calendar quarter with the final payment being made on June 15<sup>th</sup>, 2033 for the period of April 1, 2033 – April 30, 2033.

#### **SECTION 6.6 – PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

#### **SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSEE**

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's Cable System for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

#### **SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION**

(a) The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority's rules for or administration of PEG Access Programming.

(b) Upon activation of the HD PEG channel, Licensee reserves the right to reclaim one (1) SD PEG Access channel. Costs related to any necessary origination location upgrades and equipment may be passed through to subscribers as allowed by law.

(c) The Town or its PEG Access Designee shall be responsible for providing the HD PEG Channel signal in an HD format compatible with Licensee's equipment in the Cable System at the applicable demarcation point.

(d) Upon payment by the Town or its designee, Licensee shall upgrade, as necessary, the return origination capability and provide the necessary transmission equipment including HD encoders or its equivalent outside the demarcation point at the origination location and at its Headend, hub locations or similar distribution facilities necessary to deliver the Access Channel in HD format to Subscribers.

(e) The Town acknowledges that HD programming may require special viewer equipment and subscription to advance services and that by agreeing to make PEG Channels available in HD format, Licensee shall not be required to provide free HD equipment to Subscribers, or for the Town or the public schools, nor modify its equipment or pricing policies in any manner, except as otherwise expressly provided for in this Agreement. The Town acknowledges that not every Subscriber may be able to view HD PEG Access Programming on every TV, and additional costs may be required for the reception of HD programming.

(f) Licensee may implement HD carriage of the PEG Channel in any manner (including selection of compression, utilization of IP (Internet Protocol), or other processing characteristics) that produce a signal from the perspective of the viewer that is substantially equivalent to similar commercial HD channels on the Cable System.

(g) Subject to applicable law and other than the upgrade and equipment costs identified in this section, there shall be no charge to the Town, its Issuing Authority, the Access Provider or Access users for the provision of PEG Access origination, video return or cablecasting, as required by or provided pursuant to this Section 6.3.

## **ARTICLE 7**

### **CUSTOMER SERVICE AND CONSUMER PROTECTION**

#### **SECTION 7.1 - CUSTOMER SERVICE**

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) and the Department as they exist or as they may be amended.

#### **SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES**

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Department or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Department shall be notified by Licensee on forms to be prescribed by the Department not less than annually, of the complaints of Subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

#### **SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY**

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

#### **SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS**

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee photo identification card issued by Licensee.

## **ARTICLE 8**

### **PRICES AND CHARGES**

#### **SECTION 8.1 - PRICES AND CHARGES**

- (a) Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.
- (b) The Issuing Authority acknowledges that under the Cable Act, certain costs of Public, Educational and Governmental (“PEG”) Access and other license/franchise requirements may be passed through to the Subscribers in accordance with federal law.

## ARTICLE 9

### REGULATORY OVERSIGHT

#### **SECTION 9.1 - INDEMNIFICATION**

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely (sufficient to avoid the entry of a default judgment) written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section. The Issuing Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Licensee's ability to defend the claim or action. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority. The Licensee shall not be required to Indemnify the Issuing Authority for any claims resulting from acts of willful misconduct or negligence on the part of the Issuing Authority.

#### **SECTION 9.2 - INSURANCE**

(a) Licensee shall carry Commercial General Liability insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L. c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts protecting, as required in this Renewal License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide the Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

### **SECTION 9.3 - PERFORMANCE BOND**

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L. c. 166A, § 5(c) a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in accordance with this Renewal License and applicable law;
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A, § 5(g);
- (3) the indemnity of the Town in accordance with M.G.L. c. 166A, § 5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L. c. 166A, § 5(f).

### **SECTION 9.4 - LICENSE FEES**

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding

calendar year, payable on or before March 15<sup>th</sup> of the said year. Pursuant to M.G.L. c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) the PEG Access Annual Support (Section 6.4) and (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.5); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term “Franchise Fee” pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

#### **SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY**

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

#### **SECTION 9.6 - REVOCATION OF LICENSE**

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Department for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L. c. 166A, § 4;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated failure to comply with the material terms and conditions herein required by M.G.L. c. 166A, §5;

- (d) For repeated failure, as determined by the Department, to maintain signal quality pursuant to the standards provided for by the FCC ;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein; and
- (f) For failure to complete construction in accordance with the provisions of the Renewal License.

#### **SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE**

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

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position; or
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.
- (c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) If (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above , then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

#### **SECTION 9.8 - TRANSFER OR ASSIGNMENT**

In accordance with 207 CMR 4.00 and applicable federal law, this Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Department. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. c.166A Section 7.

#### **SECTION 9.9 – LIQUIDATED DAMAGES**

(a) For the violation of any of the following material provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Town, subject to Section 9.7 (*Notice and Opportunity to Cure*) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.7 (*Notice and Opportunity to Cure*) above,

of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.7(*Notice and Opportunity to Cure*) above.

1. For failure to extend service to any resident in accordance with Article 3 (*Area to be Served*) herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues.
2. For failure to comply with the FCC's Customer Service Obligations, 47 CFR §76.309, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation, 207 CMR §10.01 et seq., as each may from time to time be amended, and in compliance with Sections 7.1 and 7.2. Fifty Dollars (\$50.00) for each day that any such non-compliance continues.
3. For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 (*System Maintenance*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
4. For failure to comply with the PEG access support commitments contained in Article 6 (*PEG Access Channels and Support*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues longer than 30 days.
5. For failure to maintain the bonds and insurance required by Sections 9.2 and 9.3 (*Insurance and Bonds*) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.

(b) 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 9.10 - REMOVAL OF SYSTEM**

Upon termination of this Renewal License or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Licensee shall remove its supporting structures, poles, transmission and distribution

systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove, relocate or sell its Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

#### **SECTION 9.11 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal and state laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the Department, as they may be amended, are incorporated herein by reference, to the extent not enumerated herein.

(b) Should the State, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **SECTION 9.12 - NO THIRD-PARTY BENEFICIARIES**

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

## ARTICLE 10

### MISCELLANEOUS

#### SECTION 10.1 - SEVERABILITY

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

#### SECTION 10.2 - FORCE MAJEURE

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

#### SECTION 10.3 - NOTICES

- (a) Every notice to be served upon the Issuing Authority shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and providing for a receipt

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

Town of Middleton  
Attn: Select Board  
48 S Main Street  
Middleton, MA 01833

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

Comcast Cable Communications, Inc.  
Attn: Government Relations  
5 Omni Way  
Chelmsford, MA 01824

with copies to:

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

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

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

#### **SECTION 10.4 - ENTIRE AGREEMENT**

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

#### **SECTION 10.5 - CAPTIONS**

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

#### **SECTION 10.6 - APPLICABILITY OF RENEWAL LICENSE**

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

**SIGNATURE PAGE**

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_  
2023.

**TOWN OF MIDDLETON, MA**  
By:

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Kosta E. Prentakis, Chair  
Select Board

---

Brian M. Cresta  
Select Board

---

Richard Kassiotis,  
Select Board

---

Debbie Carbone,  
Select Board

---

Jeffrey P. Garber,  
Select Board

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC**  
By:

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Anthony M. Bowling, Sr. Vice President  
Greater Boston Region

**EXHIBIT A**

**VIDEO ORIGINATION LOCATIONS**

Town Hall – 48 S Main Street

Fuller Meadow Elementary School

Howe-Manning School

Flint Public Library

**Jackie Bresnahan**

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**From:** Kevin Welch  
**Sent:** Wednesday, April 26, 2023 8:11 PM  
**To:** Jackie Bresnahan  
**Cc:** Sarah Wood; rg-drwahl@comcast.net  
**Subject:** Wreaths Across America Select Board

8.

Good evening Jackie,

The Patriotic Observances Committee has voted and would like to seek the Select Board's approval to establish a revenue account for Wreaths Across America, as was advised by Sarah Wood.

Could you please schedule us on the next available agenda?

Thanks,

**Kevin Welch**

**Veterans' Service Officer (VSO)**

**Town of Middleton**

**48 South Main Street**

**Middleton, MA 01949**

**Phone: 978-880-0361**

**Email: [kevin.welch@middletonma.gov](mailto:kevin.welch@middletonma.gov)**

*Please be advised the Office of the Secretary of State for the Commonwealth of Massachusetts has determined that E-mail could be considered a public record.*



Senior  
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## Metropolitan Area Planning Council Awards More Than \$400k to 15 Local Projects

*Arlington, Ashland, Beverly, Boston, Cambridge, Carlisle, Everett, Framingham, Gloucester, Holliston, Ipswich, Lynn, Maynard, Middleton, Milton, Natick, Quincy, Randolph, Salem, Somerville receive grants for transportation projects, urban agriculture, zoning, affordable housing, language access, and more*

**April 24, 2023 – BOSTON** – Fifteen municipal projects in the Greater Boston region will soon put more than \$400,000 to work advancing regional priorities in housing production, climate resilience, and equity of wealth and health, thanks to the latest round of technical assistance funding from the Metropolitan Area Planning Council (MAPC).

MAPC, one of 13 regional planning agencies (RPAs) established by state law, offers technical grants each year that help advance the goals identified in Greater Boston's regional land use and policy plan, [MetroCommon2050](#). All 101 cities and towns in the MAPC region are encouraged each year to apply for the Technical Assistance Program (TAP), which helps municipalities take on critical projects that they do not have the capacity to address on their own.

TAP is primarily funded through District Local Technical Assistance (DLTA) – dollars the Legislature and Governor appropriate annually, which are distributed to all of the RPAs, including MAPC.

Nearly half of Massachusetts communities do not have professional planners to help shape their future economic development, transportation, housing, green spaces, and town facilities. RPAs help with these essential tasks – everything from updating stormwater guidelines and managing data to preparing economic development plans. The technical assistance work of most of these RPAs is funded almost entirely by DLTA.

"This year we received far more project ideas and applications than we can fund, which speaks volumes to the need for more DLTA funding," said Andrea Harris-Long, AICP

senior land use planner and the TAP coordinator. “Our cities and towns want to do a lot of good work to make the region more equitable, prosperous, and sustainable, and that’s reflected in this year’s applications. Many are looking for technical assistance to implement the multi-family zoning requirement for MBTA communities (also known as Section 3A) and other initiatives to address the statewide housing shortage.”

TAP is also funded through annual assessments from MAPC’s member municipalities, grants from private foundations, leveraged grants from state programs, and fee-for-service contributions from cities and towns. While MAPC is still reviewing TAP applications, with TAP grants continuing to be announced on a rolling basis, the following cities/towns are the “first round” of awardees for their FY23 projects, with work set to begin at some point this year:

- **Boston:** “Creative Urban Agriculture Engagement” – \$20,000
- **Cambridge:** “Active Living Opportunities Assessment” – \$20,000
- **Carlisle:** “Shared Services Study” – \$7,500
- **Everett:** “Housing Production Plan” – \$75,000
- **Gloucester:** “Climate Resiliency Assessment” – \$37,500
- **Ipswich:** “Phase I 3A Visioning – \$40,000
- **Lynn:** “Lynn Grows Food Justice Initiative” – \$30,000
- **Maynard:** “Fowler School Reuse Study” – \$45,000
- **Middleton:** “Affordable Housing Trust 5-Year Plan” – \$25,000
- **Randolph:** “Community Wellness Project” – \$25,000
- **Salem:** “Inclusionary Zoning Ordinance” – \$40,000
- **Somerville:** “Cab to Health” – \$12,400
- **Beverly, Arlington, Randolph, Milton:** “Language Access Project, Phase II” – \$10,000
- **Framingham, Ashland, Natick, Holliston:** “Citizen Heat Mapping Project” – \$16,200
- **Cambridge, Arlington, Boston, Somerville, Quincy:** “Data for Housing Equity” – \$35,000

Nearly all projects include elements to advance equity in the region, and especially racial equity, whether through more inclusive community engagement or implementation to advance equitable outcomes. TAP also allows communities to build on their prior work. [Randolph’s Community Wellness Project](#) began in 2020 to improve public health and established the town’s first local health center at the Randolph High School, and [Somerville’s Cab to Health](#) program launched during the pandemic to give residents free rides to access food and medical care.

“As we saw during the pandemic, communities can innovate in response to local needs if they have the necessary resources and are able to collaborate with neighbors. We are

proud to continue to help make those connections through TAP," said Marc Draisen, executive director of MAPC. "Our municipalities have a wealth of worthy ideas to keep their communities safe, affordable, and healthy, and we simply can't do this work without critical DLTA funding from Beacon Hill. These are exactly the type of projects community leaders should feel empowered to propose.

TAP funding prioritizes projects that demonstrate strong partnerships between municipalities and community-based organizations; involve multiple communities working together to address shared challenges, including projects that can serve as a model for other communities; and enhance compliance with the new Housing Choice law, including Section 3A MBTA Communities.

Read more about TAP at [mapc.ma/TAP](http://mapc.ma/TAP).

# # #