



**City Council
AGENDA**

Monday, May 4, 2026 - 6:20 PM

Regular Meeting
Agawam Senior Center
954 Main Street
Agawam, MA 01001

- A. Approval of Minutes
 - 1) Minutes dated April 21, 2026
- B. Agenda Items
 - 1) **TR-2026-28** - A Resolution relative to the approval of the Western Hampden District Veterans Services Inter-Municipal Agreement between the City of Agawam and the Towns of Granville, Russell, Southwick, and Tolland (Sponsored by Mayor Johnson)
 - 2) **TR-2026-29** - A Resolution Supporting House Bill 5290 and Senate Bill 2285 which establishes "One Touch Make Ready Applications" in the Commonwealth of Massachusetts (Sponsored by Councilors Hendrickson, Sandlin, and Borgatti)
- C. Any other business that may legally come before the Committee
- D. Adjournment

**AGAWAM CITY COUNCIL
COMMUNITY RELATIONS SUB-COMMITTEE MINUTES**

April 21, 2026

- Present:** George Bitzas, Chair
Robert Rossi – Chair
Anthony Suffriti
Peter McNair
- Absent:** Councilor Hendrickson
- Also Present:** Councilors Borgatti, Calabrese, Mercadante, Rickmon, Russo, Sandlin, Mayor, Solicitor
- Called to Order:** Meeting was called to order by Chair Bitzas at 6:20pm in the Agawam Senior Center

AGENDA

1. Approval of the minutes dated March 16, 2026

Motion to approve made by Councilor Suffriti and seconded by Councilor McNair

The vote was 4 Yes, 0 No, 1 Absent (Councilor Hendrickson) approving the minutes.

2. TR-2026-22 - A Resolution appropriating and authorizing the expenditure of Community Preservation Funds for Field Irrigation at the Agawam Junior High School (CPA)

There was a brief discussion on this item where all members expressed their support.

Motion to send a positive recommendation to the Full Council made by Councilor Rossi and seconded by Councilor Suffriti. The vote was 4 Yes, 0 No, 1 Absent (Councilor Hendrickson).

3. TR-2026-23 - A Resolution appropriating and authorizing the expenditure of Community Preservation funds for removal of bittersweet and habitat restoration (CPA)

There was a brief discussion on this item where all members expressed their support. There was a typo in the last paragraph of resolution. It should be \$41,838.00.

Motion to send a positive recommendation to the Full Council made by Councilor Rossi and seconded by Councilor Suffriti. The vote was 4 Yes, 0 No, 1 Absent (Councilor Hendrickson).

4. TR-2026-24 - A Resolution Authorizing the Reservation and appropriation of funds from the Community Preservation Fund (CPA)

There was a brief discussion on this item where all members expressed their support as this is done on an annual basis.

Motion to send a positive recommendation to the Full Council made by Councilor Rossi and seconded by Councilor Suffriti. The vote was 4 Yes, 0 No, 1 Absent (Councilor Hendrickson).

5. Any other business that may legally come before the Committee.

None.

6. Adjournment.

Adjournment: The meeting was adjourned at 6:30pm

Respectfully submitted,

George Bitzas, Chair
Community Relations Sub-Committee

**A RESOLUTION RELATIVE TO THE APPROVAL OF THE
WESTERN HAMPDEN DISTRICT VETERANS SERVICES INTER-
MUNICIPAL AGREEMENT BETWEEN THE CITY OF AGAWAM AND THE
TOWNS OF GRANVILLE, RUSSELL, SOUTHWICK, AND TOLLAND**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the City of Agawam and the Towns of Granville, Russell, Southwick, and Tolland provide essential services to veterans of the armed forces of the United States of America; and

WHEREAS, these essential services include but are not limited to outreach services to veterans to educate them on benefits, offering referrals to programs and services for veterans and their dependents, facilitating financial benefits under Massachusetts General Laws Chapter 115, and helping veterans access employment assistance opportunities; and

WHEREAS, coordination with other municipalities saves the City of Agawam resources and facilitates better access to these essential services for veterans and their dependents; and

WHEREAS, an Inter-Municipal Agreement has been negotiated and prepared between the aforementioned municipalities to provide these essential services to veterans; and

WHEREAS, the approval of the Western Hampden District Veterans Services Inter-Municipal Agreement between the City of Agawam and the Towns of Granville, Russell, Southwick and Tolland is in the best interests of the town; and

NOW THEREFORE, the Agawam City Council hereby resolves to approve the Western Hampden District Veterans Services Inter-Municipal Agreement between the City of Agawam and the Towns of Granville, Russell, Southwick, and Tolland which is attached hereto and incorporated herein by reference.

Dated this _____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

APPROVED AS TO FORM AND LEGALITY

Christopher S. Cappucci, Solicitor

**WESTERN HAMPDEN DISTRICT VETERANS SERVICES
INTER-MUNICIPAL AGREEMENT
BETWEEN THE CITY OF AGAWAM AND THE TOWNS OF
GRANVILLE, RUSSELL, SOUTHWICK AND TOLLAND**

This Agreement dated as of the ____ day of _____, 2026 (“Agreement”) by and between the City of Agawam (hereafter “Agawam” or “City”) and the Towns of Granville, Russell, Southwick and Tolland (hereafter collectively the “Towns”) is hereby entered into and is effective as of July 1, 2026, having been approved by the Mayor and City Council of Agawam and the Select Boards of the Towns. This Agreement enables the Western Hampden District Veterans Services Office (hereafter “Office”) and the staff of the Office to perform veterans’ services duties for the City and all of the Towns which are party to this Agreement. The term of this Agreement shall be for Fiscal Year 2027 (July 1, 2026 through June 30, 2027), and shall automatically renew annually unless any member community terminates the Agreement pursuant to Paragraph 13 below.

1. **District:** This Inter-Municipal Agreement shall govern the operation of the Western Hampden District Veterans Services Office which is located at the Agawam Senior Center at 954 Main Street, Agawam, MA 01001.
2. **Duties:** The Office shall deliver essential services to eligible veterans and their dependents, including but not limited to: outreach services to veterans to educate them on benefits and services; offering referrals to programs and services for veterans and their dependents; taking applications for state veterans' benefits including Chapter 115 financial benefits; helping veterans access employment assistance through career centers and related programs; and coordinating veteran observances including Memorial Day and Veterans Day. Such duties will be performed in the Office during regularly scheduled business hours or in the member Towns during office hours scheduled there.
3. **Chapter 115 Benefits:** It is understood and agreed that M.G.L. Chapter 115 benefits shall be billed directly to the member municipality where the veteran resides, and distribution of benefits payable to veterans in member municipalities under M.G.L. Chapter 115 shall be paid by the Treasurer of the member municipality in which that veteran resides.
4. **State/Federal Veterans’ Benefits Reimbursements:** It is understood and agreed that any reimbursements for veteran’s benefits from the Commonwealth of Massachusetts and/or the United States of America will be credited to the member municipality in which that veteran resides.
5. **Director:** The Veterans Services Officer of Agawam (“VSO”) shall serve as the director of veterans’ services for the District and shall supervise all staff in their duties.

6. **Board of Governors:** A Board of Governors comprised of the Mayor of Agawam (or his/her designee) and the Chairpersons of the Select Boards (or their designees) of the Towns of Southwick, Granville, Tolland and Russell. Each member shall have one vote on all matters that come before the Board. The Board shall approve the annual Administrative Budget for the District. The Board shall meet no less than once annually and shall comply with the Open Meeting Law and the Public Records Law.
7. **Treasurer:** The Treasurer/Collector of Agawam shall serve as the treasurer of the District and shall give to the District a bond, with a surety company authorized to transact business in the Commonwealth of Massachusetts as surety, for the faithful performance of the District Treasurer's duties in such sum and upon such conditions as said Board of Governors may require.
8. **Sharing of Costs:** The City and the Towns shall share the costs of the Western Hampden District Office on the basis of the taxable valuation of said municipalities as last established by the General Court. For Fiscal Year 2027, it shall be as follows:

Agawam	\$4,327,353,158	64.556%
Southwick	\$1,589,891,740	23.718%
Granville	\$288,585,230	4.305%
Tolland	\$266,796,477	3.980%
Russell	\$230,647,897	3.441%
Total	\$6,703,274,502	100%

9. **Coordination with Councils:** The Agawam Office shall work with local Veterans' Councils in the Veterans' Services Western Hampden District ("District") to assist with coordinating all ceremonies and parades in member communities.
10. **Compensation and Benefits:** The Director and any necessary administrative staff shall be employees of the City. The compensation and benefits for these positions shall be paid by the City, provided that the Towns agree to contribute to these costs via the District's Administrative Budget according to their annual assessments presented to the Board of Governors at its Annual Meeting, and pursuant to all parties' obligations under Paragraph 8 of this Agreement.
11. **Assessments:** Each municipality's annual assessment from the District shall be made payable to the City of Agawam, and mailed to the Treasurer/Collector at 36 Main Street, Agawam, MA 01001 no later than August 1st of each year.

12. **Indemnification:** Notwithstanding the final sentence Section 4A of Chapter 40 of the Massachusetts General Laws, the Towns shall indemnify and hold harmless Agawam, and each of its officials, officers, employees, agents, servants, and representatives (the Indemnities) from and against any claim arising from or in connection with the performance by the VSO of his/her duties in or for such Towns including, without limitation, any claim of liability, loss, damages, costs, and expenses for personal injury or damage to real or personal property by reason of negligent act or omission by the VSO while or in the performing services for such Towns. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorneys' fees, expert witness fees, court costs, and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) such Towns shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Agawam and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the indemnitees shall cooperate with such Towns in all reasonable respect in connection with such defense, and (c) such Towns shall not be responsible to pay any judgment, award, or settlement to the extent occasioned by any acts of any of the indemnitees other than the VSO.
13. **Termination:** Participation in this Agreement may be terminated as to any party effective at the commencement of the next fiscal year. In order for a party to terminate its participation in this Agreement, written notice of termination must be received by each other party on or before February 1 preceding the commencement of the next fiscal year on July 1. Any notice received after February 1 shall not terminate this Agreement as to that party until the second subsequent fiscal year. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due to relating to the unexpired portion of the Term following such termination.
14. **Assignment:** No party to this Agreement shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all other parties.
15. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision were not contained herein.
16. **Waiver:** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of

any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

17. **Amendment**: This Agreement may only be amended by a writing signed by all parties duly authorized thereunto.
18. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
19. **Headings**: The paragraph headings herein are for convenience only, are not part of this Agreement, and shall not affect the interpretation of this Agreement.
20. **Notices**: Any notice permitted or required hereunder to be given or served on any party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of the actual receipt of any in hand delivery or three (3) business days after the date of any properly addressed notice sent via the United States Post Office as set forth below:

- a. To Agawam: Any notice sent to Agawam hereunder shall be delivered in hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Christopher C. Johnson, Mayor
Agawam City Hall
36 Main Street
Agawam, MA 01001

with a copy to:

Christopher S. Cappucci, Solicitor
Agawam Law Department
36 Main Street
Agawam, MA 01001

or to other such addresses as Agawam may designate in writing to the Towns hereafter.

- b. To Towns: Any notice to the Towns hereunder shall be delivered in hand or sent by registered or certified mail, return receipt requested, postage prepaid, to the Select Board of each such Town and to any other person designated in writing by such Town at the addresses listed below:

Town of Southwick
454 College Highway
Southwick, MA 01077

Town of Granville
707 Main Road/P.O. Box 247
Granville, MA 01034

Town of Tolland
241 West Granville Road
Tolland, MA 01034

Town of Russell
65 Main Street
Russell, MA 01071

21. **Complete Agreement:** This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representation set forth herein.
22. **Financial Safeguards:** The Director/VSO shall maintain separate, accurate, and comprehensive records of all services performed for each of the parties hereto. Agawam shall maintain accurate and comprehensive records of all costs incurred by or on account of the District, and all reimbursements and contributions received by it on behalf of the District. The Towns shall maintain separate, accurate, and comprehensive records of payments to Agawam. Any party may conduct an audit of the finances of the District and costs related thereto. Each party shall bear its own costs for conducting any audit.

For the City of Agawam

For the Town of Southwick

Date

Date

For the Town of Granville

For the Town of Tolland

Date

Date

For the Town of Russell

Date



Town of Agawam

Christopher C. Johnson, Mayor
36 Main Street
Agawam, MA 01001
Telephone: 413-786-0400 | 413-786-4520

Memorandum

To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TR-2026-28 (Veterans District Inter-Municipal Agreement)
Date: April 16, 2026

The Town of Agawam has long been a part of the Western Hampden District Veterans Council along with the Towns of Granville, Russell, Southwick and Tolland. This arrangement benefits all communities by meeting each community's statutory obligation to employ a Veterans Service Officer, and by reducing the expenses of providing critical support for veterans in each community.

In researching the long standing relationship, we could find no guiding document that defined the operation of the Western Hampden District Veterans Council. In an effort to have the relationship clearly defined, the Veterans Council voted to establish an inter-municipal agreement. This is similar to virtually all the other veterans districts in the Commonwealth.

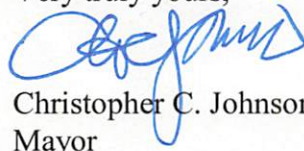
The attached agreement reflects the current practices that govern the Western Hampden District Veterans Council. The Veterans Service Officer and the assistant are employees of the Town of Agawam, and their office is located at the Senior Center on Main Street. They periodically hold office hours in the various communities to better serve veterans throughout the district.

The expenses of the Council are shared based upon the taxable valuation of the communities. Each community pays their proportionate share of the operating cost of the office, and each community is responsible for payment of any veterans benefits to veterans in their community. Agawam's share of the cost of operating the office is reflected in the Line Items section of the budget along with a separate line item for the payment of veterans benefits to veterans in Agawam.

The Agreement has been reviewed by all communities and each community is presently going through the process to approve it.

Please do not hesitate to contact me with any questions.

Very truly yours,


Christopher C. Johnson
Mayor

**A RESOLUTION SUPPORTING HOUSE BILL 5290 AND SENATE BILL 2285
WHICH ESTABLISH "ONE TOUCH MAKE READY APPLICATIONS" IN THE
COMMONWEALTH OF MASSACHUSETTS**

(Sponsored by Councilors Thomas Hendrickson and Rosemary Sandlin)

WHEREAS, competition is vital to the fair and equitable pricing and provision of internet and communication services in the Commonwealth of Massachusetts; and

WHEREAS, in order for there to be fair competition in the provision of internet and communication services in the Commonwealth of Massachusetts, the process for new companies to make attachments to existing utility poles and equipment needs to be updated and streamlined; and

WHEREAS, most states have adopted the "One Touch Make Ready Application" process for the determination of what work is required to make existing utility poles and equipment ready for new providers to attach their facilities and equipment; and

WHEREAS, the "One Touch Make Ready Application" process provides a streamlined and predictable process for new providers to gain access to existing utility poles and equipment which will increase competition in the provision of internet and communication services in the Commonwealth of Massachusetts; and

WHEREAS, H.5290, entitled "An Act to streamline broadband permitting and ensure equitable access to infrastructure" and S.2285, entitled "An Act to establish standards for the pole attachment process to facilitate the construction of broadband networks", have been filed with the General Court and call for the utilization of the "One Touch Make Ready Application" process in the Commonwealth of Massachusetts; and

WHEREAS, it is in the best interests of the City of Agawam to urge the adoption of H.5290 and S.2285; and

NOW THEREFORE, BE IT RESOLVED that the Agawam City Council hereby supports H. 5290 and S.2285 which call for the utilization of the "One Touch Make Ready Application" process in the Commonwealth of Massachusetts, and it further resolves to send a copy of this resolution to the Governor, our State Senator and our State Representatives.

Dated this ____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, Council President

APPROVED AS TO FORM AND LEGALITY

Christopher S. Cappucci, Solicitor

HOUSE No. 5290

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, March 25, 2026.

The committee on Telecommunications, Utilities and Energy, to whom were referred the petition (accompanied by bill, House, No. 3478) of Kip A. Diggs and Bud L. Williams relative to broadband permitting and access to infrastructure; and the petition (accompanied by bill, House, No. 3546) of Angelo J. Puppolo, Jr., for legislation to establish standards for the pole attachment process to facilitate the construction of broadband networks, reports recommending that the accompanying bill (House, No. 5290) ought to pass.

For the committee,

MARK J. CUSACK.

FILED ON: 3/18/2026

HOUSE No. 5290

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Fourth General Court
(2025-2026)

An Act to streamline broadband permitting and ensure equitable access to infrastructure.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Chapter 166 of the General Laws, as appearing in the 2024 Official Edition, is hereby amended by inserting after Section 25B the following new section:

Section 25C: Expedited Permitting, Access to Broadband Infrastructure, and Open Access Networks

(a) Purpose.

The purpose of this section is to accelerate broadband deployment across the Commonwealth, ensure fair and equitable access to critical infrastructure, prioritize open access network models, and establish best practices

for efficient permitting and construction processes.

(b) Definitions.

For the purposes of this section, the following terms shall have the following meanings:

1. **Broadband infrastructure:** Equipment or facilities necessary for broadband delivery, including poles, conduits, manholes, and wireless systems.
2. **Broadband provider:** Any entity engaged in deploying broadband services, including public, private, and non-profit organizations.
3. **Covered infrastructure:** Poles, conduits, manholes, and other facilities essential to broadband deployment.
4. **Legacy right-of-way agreement:** Any pre-existing agreement granting exclusive use of infrastructure to a single entity.
5. **Open access network:** A broadband network model in which physical infrastructure is shared by multiple service providers to promote competition, reduce deployment costs, and ensure equitable access to high-speed internet services.

(c) Commonwealth Priority for Open Access Networks.

1. The Commonwealth shall prioritize investment in and deployment of open access networks to ensure broadband infrastructure can support multiple service providers on fair and equitable terms.
2. Any state or municipal funding provided for broadband projects under this chapter shall require the recipient to implement an open access model for newly constructed infrastructure.
3. Public or non-profit broadband providers operating open access networks shall receive priority consideration for state funding and access to covered infrastructure.

(d) Non-Discriminatory Access to Covered Infrastructure.

1. All owners of covered infrastructure, including municipalities, private utilities, and telecommunications companies, shall grant broadband providers fair and timely access for the installation, maintenance, and operation of broadband infrastructure.

2. Requests for access must be approved or denied within 30 days of submission. Denials must include written justification and, where feasible, suggested alternatives.

3. Fees charged for access to covered infrastructure must be cost-based and transparent, with standards established by the Department of Telecommunications and Cable (DTC) within 180 days of enactment.

(e) Streamlined Permitting.

1. State and municipal permitting authorities shall process all broadband infrastructure permit applications within 45 days for standard projects and within 30 days for underserved or historic districts.

2. The Commonwealth shall develop and adopt a standardized permitting process applicable to all municipalities and state agencies to streamline broadband deployment.

(f) One-Touch Make-Ready (OTMR).

1. Pole owners must adopt OTMR procedures to allow broadband providers or contractors to perform all necessary work in a single coordinated operation.

2. OTMR work must comply with the National Electrical Safety Code (NESC) and state safety regulations.

3. The DTC shall establish a publicly accessible registry of qualified contractors authorized to perform OTMR work.

(g) "Dig Once" Policy.

1. Municipalities and state agencies may adopt a "Dig Once" policy, mandating the inclusion of empty conduits during all significant excavation projects to facilitate future broadband deployment.

2. Broadband providers shall be notified of planned excavation projects no fewer than 90 days in advance to coordinate installation efforts.

(h) Enforcement and Compliance.

1. The DTC shall oversee enforcement of this section and impose fines for non-compliance, up to \$25,000 per violation per day, with each day constituting a separate offense.

2. A broadband provider denied access or facing unreasonable permitting delays may appeal to the DTC, which shall resolve the matter within 30 days.

(i) Reporting Requirements.

The DTC shall submit an annual report to the General Court detailing:

1. The deployment progress of broadband infrastructure, particularly in underserved areas and economic development zones.

2. Progress in implementing open access networks statewide, including funded projects and their adherence to the open access model.

3. Compliance and enforcement actions taken under this section.

SECTION 2. Section 25C of chapter 166 of the General Laws, inserted by Section 1 of this act, shall not apply to railroad rights of way or any personal property located thereon.

SECTION 3. The provisions of this Act shall take effect 90 days after enactment.

BILL S.2285

194th (Current)

AN ACT TO ESTABLISH STANDARDS FOR THE POLE ATTACHMENT PROCESS TO FACILITATE THE CONSTRUCTION OF BROADBAND NETWORKS

By Mr. Gomez, a petition (accompanied by bill, Senate, No. 2285) of Adam Gomez for legislation to establish standards for the pole attachment process to facilitate the construction of broadband networks.

Bill Information

Presenter:

Adam Gómez

Status:

Referred to Senate Committee on Ways and Means

Summary:

This bill specifies procedures for contractors performing work to attach communication facilities to utility poles. Under the bill, pole owners can maintain lists of authorized contractors who meet qualifications. Entities requesting to attach to the poles can either choose from these lists or propose their own contractors, provided they meet the established qualifications. The bill introduces a "One Touch Make Ready" application process, setting a framework for submitting, evaluating, and approving pole attachment requests. It enforces timelines for reviewing applications and distinguishes between simple and complex make-ready work. The bill also outlines the management and notification processes required for conducting surveys and performing authorized attachments, detailing responsibilities, inspection opportunities, and remedies for damages incurred during the make-ready work.

** The bill summary was created by the Primary Sponsor of the bill; no committee of the General Court certifies the accuracy of its contents.*

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SENATE No. 2285

The Commonwealth of Massachusetts

PRESENTED BY:

Adam Gómez

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to establish standards for the pole attachment process to facilitate the construction of broadband networks.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	
<i>Adam Gómez</i>	<i>Hampden</i>	
<i>John F. Keenan</i>	<i>Norfolk and Plymouth</i>	<i>6/4/2025</i>
<i>John C. Velis</i>	<i>Hampden and Hampshire</i>	<i>7/14/2025</i>

SENATE No. 2285

By Mr. Gomez, a petition (accompanied by bill, Senate, No. 2285) of Adam Gomez for legislation to establish standards for the pole attachment process to facilitate the construction of broadband networks. Telecommunications, Utilities and Energy.

[SIMILAR MATTER FILED IN PREVIOUS SESSION
SEE SENATE, NO. 2133 OF 2023-2024.]

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Fourth General Court
(2025-2026)

An Act to establish standards for the pole attachment process to facilitate the construction of broadband networks.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 25A of Chapter 166 of the General Laws, as appearing in the 2022 Official Edition, is hereby amended by adding at the end of the eighth paragraph, after the words “used principally for the supply of electricity in bulk”, the following new sentence:-

“Notwithstanding the foregoing, attachments may be made pursuant to 25B of this chapter, or pursuant to order or regulation of the department.”

SECTION 2. Said Chapter 166 is hereby further amended by adding after Section 25A the following new section:-

Section 25B. One Touch Make Ready Applications

(a) The following terms as used in this section shall have the following meanings:

(1) “Abandoned Joint-Use Utility Pole”, means a joint-use utility pole from which all attachments have been removed.

(2) "Assigned space", means the space on a utility pole assigned by this Statute for the attachments of conductors or circuitry by joint-use entities, consistent with the provisions of the National Electrical Safety Code, Blue Book, or other reasonable practices. Assigned space does not include common space, including the communications worker safety zone. Space which may be available on a joint-use utility pole for an additional attaching entity must not be considered assigned space until an additional attachment is made, but must instead be considered common space.

(3) "Attaching entity", means a joint-use entity with an attachment to a joint-use utility pole.

(4) "Blue Book", means the "SR-1421, Blue Book – Manual of Construction Procedures" as published by Telcordia.

(5) "Common Space", means space of a joint-use utility pole used by all joint users in common and consists of the portion of a pole beneath ground level, the portion from ground level to the lowest place on the pole at which a telecommunications circuit may be attached, plus all but 6 inches of the telecommunications worker safety zone. The common space is equal to the length of the pole minus the assigned spaces for each attaching entity. In addition, for the purpose of assigning and allocating space and costs on a joint-use utility

pole, space which may be available for an additional attachment, and which would become assigned space if an additional attachment were made, must be considered common space until such an attachment is made.

(6) "Complex make-ready", means any make ready work above the communications space; transfers and work within the communications space that would be reasonably likely to cause a service outage or facility damage, including the splicing of any communication attachment or relocation of an existing wireless attachment; and the replacement of a joint-use utility pole. Any and all wireless activities, including those involving mobile, fixed, and point-to-point wireless communications and wireless.

(7) "Communications space", means the portion on a joint-use utility pole that begins at the bottom of the communications worker safety zone and ends at the lowest point above grade to which a horizontal communications wire can be attached consistent with the National Electrical Safety Code.

(8) "Communication worker safety zone", means a 40-inch vertical space, or other amount as required by the National Electrical Safety Code for the purpose of safety, on which no electric or communications circuitry may be attached. The zone is located between the areas to which electric conductors and communication circuitry may be attached. All but six inches of the "communications worker safety zone" must be considered part of the common space of a utility pole.

(9) "Information service provider", means a provider of "information service" as defined in Title 47 of the United States Code.

(10) "Joint-use entity", means a utility, licensee, or wireless provider.

(11) "Joint-use utility pole" is a utility pole on which there are circuit or electric conductor attachments by an electric utility and attachments by one or more joint-use entities. Joint-use utility poles do not include poles whose sole purpose is supporting electrical transmission conductors as defined by the Federal Energy Regulatory Commission. However, if an electric utility under-builds a transmission line with distribution, those poles are considered joint-use utility poles.

(12) "Licensee", means any person, firm or corporation other than a utility, which is authorized to construct lines or cables upon, along, under and across the public ways. For the purposes of this section, the term shall also include a municipal lighting plant or cooperative that operates a telecommunications system outside

the limits of its service territory pursuant to section 47E of chapter 164, but only for those attachments that are outside its service territory.

(13) "Make-ready work" or "make-ready", means the modification or replacement of a joint-use utility pole, or of the lines or equipment on the joint-use utility pole, to accommodate additional facilities on the joint-use utility pole.

(14) "National Electric Safety Code" or "NESC", means published by the Institute of Electrical and Electronics Engineers and approved by the American National Standards Institute Code C2.

(15) "Overlash", means the tying or lashing of additional communications wires, cables, and facilities to existing communications wires, cables, or supporting strand already attached to poles.

(16) "Pole attachment" or "attachment", means the physical connection of a facility that a joint-use entity uses to provide communications or electric service.

(17) "Pole owner", means an entity that owns or jointly owns a joint-use utility pole, or controls usable space on a joint-use utility pole.

(18) "Replaced joint-use utility pole", means a joint-use utility pole that has been replaced by a new joint-use utility pole. Once the last attachment has been removed from the pole, the pole becomes an abandoned joint-use utility pole.

(19) "Requesting party", means a utility or joint-use entity that is seeking to place attachments on joint-use utility poles.

(20) "Simple make-ready", means make-ready work where existing attachments in the communications space of a joint-use utility pole can be transferred without any reasonable expectation of a service outage or facility damage and where the transfer does not require splicing of any existing communication attachment or relocation of an existing wireless attachment. Simple make ready does not apply to attachments above the communications space or pole replacements.

(21) "Usable Space", means the space on a joint-use utility pole above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment.

(22) "Utility", means any person, firm, corporation or municipal lighting plant that owns or controls or shares ownership or control of poles, ducts, conduits or rights of way used or useful, in whole or in part, for supporting or enclosing wires or cables for the transmission of intelligence by telegraph, telephone or television or for the transmission of electricity for light, heat or power.

(23) "Wireless provider", means any city or town incorporated in the commonwealth, person, firm, or corporation which provides telecommunications service. A utility shall not be considered a wireless provider for the purposes of this section.

(b) Qualified Contractors:

(1) A pole owner may make available a list of contractors it authorizes to perform surveys and make-ready in the communications space on its utility poles in cases involving One Touch Make-Ready under Subsection (c) of this Section. Listed contractors must be trained to work with coaxial and fiber optic cable and be reasonably insured or bonded.

(2) If a requesting party hires a contractor for purposes specified in Subsection (c) of this Section, the requesting party may choose from the pole owner's list of authorized contractors or request the addition to the pole owner's authorized contractor list any contractor that meets the minimum qualifications in Subsection (b)(5) of this Section, and the pole owner may not unreasonably deny such a request.

(3) If a pole owner does not provide a list of approved contractors for surveys or simple make-ready or no contractor on the pole owner's contractor list is available within a reasonable time period then the requesting party may choose its own qualified contractor that meets the requirements in Subsection (b)(5) of this Section. When choosing a contractor that is not on the pole owner's list, the requesting party must certify to pole owner that its contractor meets the minimum qualifications described in Subsection (b)(5) of this Section when providing notices required by Subsection (c) of this Section.

(4) A pole owner may disqualify any contractor chosen by a requesting party that is not on the pole owner's contractor list, but such disqualification must be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications described in Subsection (b)(5) of this Section or to meet the pole owner's publicly available and commercially reasonable safety or reliability standards. The pole owner must provide notice of its contractor objection within the notice requirements of Subsection (c) of this Section and in its objection must identify at least one available qualified contractor.

(5) In addition to the requirements in Subsection (b)(1) of this Section, pole owners must ensure that contractors on their lists as described in this Section, and requesting parties must ensure that contractors they select pursuant to Subsection (b)(3) of this Section, meet the following minimum requirements:

(6) The contractor has agreed to follow published safety and operational guidelines of the pole owner, if available, but if unavailable, the contractor shall agree to follow National Electrical Safety Code guidelines;

(7) The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for make-ready, if required by the pole owner;

(8) The contractor has agreed to follow all local, state, and federal laws and regulations including, but not limited to, the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration rules; and

(9) The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds set by the pole owner, if made available.

(10) A requesting party that hires a contractor for survey or make-ready work must provide a pole owner or affected attaching entity with a reasonable opportunity for a representative to accompany and consult with the authorized contractor and the requesting party.

(11) The consulting representative of an electric utility may make determinations, on a nondiscriminatory basis, where there is insufficient capacity and for reasons of safety, reliability, and generally applicable engineering purposes.

(c) One touch make ready application process

(1) **One Touch Make-Ready Option for Simple Make-Ready:** For attachments involving simple make-ready, a requesting party may elect to proceed with the process described in this Subsection. It is the responsibility of the requesting party to ensure that its contractor determines whether the make-ready requested in an attachment application is simple make-ready.

(i) An application for attachment must be submitted in writing and must provide the pole owner with the information necessary to grant or deny the application.

(ii) A requesting party electing the one touch make-ready option must indicate that it intends to perform one-touch make-ready in its attachment application and must identify the simple make-ready it will perform.

(iii) A pole owner must review the requesting party's attachment application for completeness before reviewing the application on its merits. An attachment application is considered complete if it provides the pole owner with the information necessary under its procedures, as specified in a master service agreement or in publicly-released requirements at the time of submission of the application, to make an informed decision on the application.

(iv) A pole owner must complete its review for completeness within 10 business days of receipt of the application and notify the requesting party of that decision. If the pole owner does not respond within 10 business days after receipt of the application, or if the pole owner rejects the application as incomplete but fails to specify any reasons in the application, then the application is deemed complete.

(v) If the pole owner timely notifies the requesting party that its attachment application is not complete, then the pole owner must specify all reasons for finding it incomplete. Any resubmitted application need only address the pole owner's reasons for finding the application incomplete and must be deemed complete within 5 business days after its resubmission, unless the pole owner specifies to the requesting party which reasons were not addressed and how the resubmitted application did not sufficiently address the reasons. The requesting party may follow the resubmission procedure in this paragraph as many times as it chooses so long as in each case it makes a bona fide attempt to correct the reasons identified by the pole owner, and in each case the deadline set forth in this paragraph shall apply to the utility's review.

(vi) The pole owner shall review on the merits a complete application requesting one-touch make-ready and respond to the requesting party either granting or denying an application within 30 days of the pole owner's receipt of a complete application.

(vii) If the pole owner denies the application on its merits, then its decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how such evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability, or engineering standards.

(viii) Within the 30-day application review period, a pole owner may object to the designation by the requesting party's contractor that certain make-ready is simple. If the pole owner objects to the contractor's

determination that make-ready is simple, then it is deemed complex. The pole owner's objection is final and determinative so long as it is specific and in writing, includes all relevant evidence and information supporting its decision, made in good faith, and explains how such evidence and information relate to a determination that the make-ready is not simple.

(2) Surveys. The requesting party is responsible for all surveys required as part of the one-touch make-ready process and must use a contractor that is appropriately trained and licensed as well as reasonably insured or bonded and otherwise meets the requirements of Subsection (b)(5) of this Section.

(i) A requesting party may need to perform a survey to determine whether the necessary make-ready work is simple or complex before filing an application for one-touch make-ready.

(ii) The requesting party must permit the pole owner and any affected attaching entity to be present for any field inspection conducted as part of the requesting party's surveys. The requesting party must use commercially reasonable efforts to notify the pole owner and any affected attaching entities three business days before a field inspection as part of any survey and must provide the date, time, and location of the surveys, and the name of the contractor performing the surveys.

(3) Make-Ready. If the pole owner approves the requesting party's attachment application and if the requesting party has provided 15 calendar days' prior written notice of the make-ready to the pole owner and affected attaching entities, the requesting party may proceed with make-ready using a contractor that is appropriately trained and licensed as well as reasonably insured or bonded and otherwise meets the requirements of Subsection (b)(5) of this Section.

(i) The prior written notice must include the date and time of the make-ready work, a description of the work involved, and the name of the contractor being used by the requesting party and must provide the pole owner and any affected attaching entities a reasonable opportunity to be present for any make-ready work.

(ii) The requesting party must immediately notify a pole owner or affected attaching entity if the make-ready work damages any equipment or causes an outage that is reasonably likely to interrupt service. Upon receiving notice from the requesting party, the pole owner or affected attaching entity may either: Complete any necessary remedial work and bill the requesting party for the reasonable costs related to fixing the damage or require the requesting party to fix the damage at its expense immediately following notice from the pole owner or affected attaching entity.

(iii) In performing make-ready work, if the requesting party, the pole owner, or an affected attaching entity determines that any work classified as simple make-ready is actually complex make-ready, then that specific make-ready work must be halted, and the determining party must provide immediate notice to the other parties of its determination and the affected poles. The affected make-ready will then be completed by the responsible party as soon as reasonably practicable.

(4) Post-Make-Ready Timeline. A requesting party must notify the pole owner and any affected attaching entities with notice of the completion of the make-ready work within 15 calendar days of completion. Such notice must provide the pole owner and any affected attaching entities 90 calendar days from receipt of the notice to inspect the make-ready work, and that the pole owner and any affected attaching entities have 14 calendar days from the completion of their inspection to notify the requesting party of any damage or code violation resulting from the make-ready work. The pole owner or affected attaching entity may either complete any necessary remedial work and bill the requesting party for reasonable costs associate with the remediation or require the requesting party to perform the remediation at the requesting party's expense within 14 calendar days of notification.