



Town Manager
Mark W. Haddad

TOWN OF GROTON

173 Main Street
Groton, Massachusetts 01450-1237
Tel: (978) 448-1111
Fax: (978) 448-1115

Select Board

John F. Reilly, *Chair*
Rebecca H. Pine, *Vice Chair*
Matthew F. Pisani, *Clerk*
Alison S. Manugian, *Member*
Peter S. Cunningham, *Member*

SELECT BOARD MEETING

MONDAY, JUNE 5, 2023

AGENDA

SELECT BOARD MEETING ROOM

2nd FLOOR

GROTON TOWN HALL

7:00 P.M. Announcements and Review Agenda for the Public

7:05 P.M. Public Comment Period

I. 7:06 P.M. Town Manager's Report

1. Consider Ratifying the Annual Appointments of the Town Manager
2. Update on Select Board Meeting Schedule Through Labor Day

II. 7:10 P.M. Items for Select Board Consideration and Action

1. Consider Approving the Proposed Option to Buy Conservation Restriction on the Brownloaf Property from the Massachusetts Department of Fisheries and Wildlife

OTHER BUSINESS

ON-GOING ISSUES – Review and Informational Purposes – Brief Comments - Items May or May Not Be Discussed

- A. Water Department – Manganese Issue
- B. PFAS Issue
- C. Green Communities Application and Implementation
- D. Florence Roche Elementary School Construction Project
- E. ARPA Funding

SELECT BOARD LIAISON REPORTS

III. Minutes: Regularly Scheduled Meeting of May 22, 2023

ADJOURNMENT

Votes may be taken at any time during the meeting. The listing of topics that the Chair reasonably anticipates will be discussed at the meeting is not intended as a guarantee of the topics that will be discussed. Not all topics listed may in fact be discussed, and other topics not listed may also be brought up for discussion to the extent permitted by law.



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Town Manager
Mark W. Haddad

To: *Select Board*

From: *Mark W. Haddad – Town Manager*

Subject: *Weekly Agenda Update/Report*

Date: *June 5, 2023*

TOWN MANAGER'S REPORT

Other than the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues List, there are no specific items scheduled on Monday's Agenda.

1. It is that time of year for the Town Manager to make his annual appointments. Enclosed with this report is a list of my proposed appointments. I would ask the Board to consider ratifying these appointments at Monday's meeting.

2. Please see the update to the meeting schedule that will take the Board through Labor Day:

Monday, June 12, 2023	-Annual Reorganization of the Select Board -Consider Annual Appointments of the Select Board
Monday, June 19, 2023	No Meeting (Juneteenth Holiday)
Monday, June 26, 2023	-Discuss Town Meeting Issues -Preliminary Review of FY 2023 Line-Item Transfers
Monday, July 3, 2023	No Meeting (July 4 th Holiday)
Monday, July 10, 2023	-Meet in Joint Session with the Finance Committee to Approve FY 2023 Line-Item Transfers -Set the Date and Open the Warrant for the 2023 Fall Town Meeting
Monday, July 17, 2023	Regularly Scheduled Meeting

Continued on Next Page – Over >

Select Board
Weekly Agenda Update/Report
June 5, 2023
page two

2. **Continued:**

Monday, July 24, 2023	No Meeting
Monday, July 31, 2023	Regularly Scheduled Meeting
Monday, August 7, 2023	No Meeting
Monday, August 14, 2023	Regularly Scheduled Meeting
Monday, August 21, 2023	No Meeting
Monday, August 28, 2023	Regularly Scheduled Meeting
Monday, September 4, 2023	No Meeting (Labor Day Holiday)
Monday, September 11, 2023	Regularly Scheduled Meeting

We can discuss this schedule in more detail at Monday's meeting.

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. As discussed at your last meeting, I have set aside time on the Agenda for the Board to make a final determination on the Brownloaf Conservation Restriction. Enclosed with this report are various documents related to this matter, including a memorandum from Select Board Member Cunningham, a memorandum from Conservation Administrator Nikolis Gualco and an email and attachments from the Division of Fisheries and Wildlife (including the Conservation Restriction).

MWH/rjb
enclosure

Brownloaf Conservation Restriction – Comments from Peter Cunningham

I have read the email from Anne Gagnon, Land Agent for the MA. Dept of Fisheries & Wildlife (MassWildlife) to our Conservation Administrator, Nik Gualco and ConComm member Olin Lathrop dated 5/31, along with the latest version of their proposal for the conservation restriction (CR) on the Brownloaf property. I was disappointed that there does not appear to have been a genuine effort to negotiate trail access on this property for equestrian and mountain bike activity that does not reflect those historical uses. The only concession I see mentioned in the proposed CR is access under the New England Power Co, right of way, which DFW doesn't have the right to grant since that easement is not theirs. That fact is noted in the section of the CR that references 'Permitted Acts and Uses' which addresses equestrian and mountain bike access:

"The Commonwealth's approval of these activities within the ROW shall not constitute an opinion that these activities are allowed under the terms of the ROW or by the owner of the ROW. It shall be Owner's sole responsibility to determine whether the activities described in this paragraph 9 are allowed under the terms and conditions of the ROW and to seek any approvals necessary from the owner of the ROW"

Clearly this is no concession by DFW to address the historical uses of these trails and their connections to other contiguous trails. The concern expressed by Ms. Gagnon that some of the trails are wet is certainly accurate and related to extensive beaver activity in the area. There are upland go arounds that are accessible and I have personally ridden my bike over them to avoid wet areas. It is also worth noting in the proposed CR language that it would be possible to perform maintenance on existing trails to address flooding and erosion:

"Existing Trails. Conducting routine maintenance on trails existing on the Effective Date (Section X) of the Conservation Restriction, which may include widening trail corridors up to 6 feet in width, with a treadway up to 4 feet in width, and with prior written approval of the Commonwealth, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features."

It is clear that MassWildlife's focus as expressed by Ms. Gagnon is on wildlife and wildlife habitat at the exclusion of user groups that have historically used Brownloaf without degradation to wildlife. It is regrettable that no baseline study has yet been performed on the property to identify those resources that should be protected in a CR. This has been done on other CR's in town; most notably the CR on the Mass Audubon property at Rockey Hill. Absent that information, a comprehensive CR cannot be written.

Hello,

I am writing to express my thoughts on the on-going Brown Loaf Conservation Restriction (CR) discussion. Ultimately, it is my hope that the Select Board will vote on Monday, June 5th to approve the granting of a CR to the Department of Fish and Game. I believe that at the May 22nd Select Board meeting, the need for preserving a trail connection between Route 40 and Route 119 was communicated clearly and well received by both members of the Conservation Commission in attendance, the Fish and Game representative, and several members of the Board. This has led to a revised CR, which allows for horses and non-motorized bikes to transverse the property along the Right of Way corridor. It was my understanding at the meeting that this connection represented the most critical trail connection.

In the days following the May 22nd meeting, I received several communications on these east-west trails, which connect to the large American Baptist parcel to the east. There seems to be a definite interest in preserving use for horses and non-motorized bikes along these trails. However, there also appears to be an understanding that these trails are in very poor shape and are only lightly used. The State has been very adamant from the beginning that the Brown Loaf property is ecologically sensitive and quite susceptible to erosion, particularly along the east-west running trails (where the wetlands are most abundant). The photo showing the condition of a portion of the trail and the reports I have received on the status of these trails are troubling. I believe that the Conservation Commission and Trails Committee would agree that the trails need to be remedied in this area. I do not expect Fish and Game to budge any further in allowing horses and non-motorized bikes beyond the Right of Way corridor, which already represents a compromise made by the State to the interests of the Town. Under the CR, the Town will be able to keep all the trails (for walking – NOT horses/bikes) so long as the ones that are a mess are closed, re-routed, fixed, maintained, etc. This can occur via a trails management plan as stated in Permitted Uses 6 A & B. To my knowledge the Trails Committee has not maintained the trails on the Brown Loaf property as the trails there have so far been considered unofficial. Once the Conservation Commission owns the land, I expect that they will work with the Trails Committee to clean the trails up and bring them up to the standard that users of the Groton Trails Network are accustomed to.

Finally, I am genuinely concerned that Fish and Game is going to reconsider partnering with the Town on the other CRs (Unkety, Baddacook, Fuccillo) and this may jeopardize the LAND Grant reimbursement. As a reminder, the LAND Grant requires the Town to grant CRs on the parcels that were acquired using CPA funds. Fish and Game has agreed to hold the CRs on three of the five properties needing a CR and have assured the Town that they will not to be as restrictive on the other sites regarding the continued use of horses and non-motorized bikes. This may involve the temporary (seasonal) closing, re-routing, and/or maintenance of certain trails, however, it is my understanding that the Conservation Commission and Fish and Game (with consultation from the Trails Committee and user groups) will work cooperatively to establish trails management plans for these properties to address these needs. However, I am worried that Fish and Game may see the opposition to any restriction to the current status quo of trail use as the Town strong-arming the negotiations and not being cooperative.

Nik Gualco

Town of Groton, Conservation Administrator



Photo taken by Anne Gagnon, Brown Loaf Parcel, along the main east-west trail.

Mark Haddad

From: Nikolis Gualco
Sent: Wednesday, May 31, 2023 10:58 AM
To: Mark Haddad
Subject: FW: Brownloaf General Municipal R
Attachments: groton trails brownloaf.pdf; DRAFT_Groton Gen Mun Land CR_AG 5_25_23_CS.docx; Trails Com mpa of brownloaf.pdf

Please see below

Nikolis Gualco

Conservation Administrator
Town of Groton
173 Main Street
Groton, MA 01450
978-448-1106
ngualco@grotonma.gov

Please be advised that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.

From: Gagnon, Anne (FWE) <anne.gagnon@state.ma.us>
Sent: Wednesday, May 31, 2023 10:40 AM
To: Nikolis Gualco <ngualco@grotonma.gov>; olin@embedinc.com
Subject: Brownloaf General Municipal R

Hi Nik & Olin,

Thanks for our phone conversation this morning, Nik, and for pointing out the town and the trails committee maps. I understand the Commission doesn't currently control the property, and I hope the Commission is just as concerned as we are about the state of the trails.

Attached is the revised CR that allows horse and mountain bike use in the ROW. Hopefully the SelectBoard will approve it at their next meeting on June 5th.

In a separate email I sent yesterday I forwarded you a photo I took this weekend of one of the many eroded and wet trails on the property. Does this look like an appropriate trail for horses and bikes?

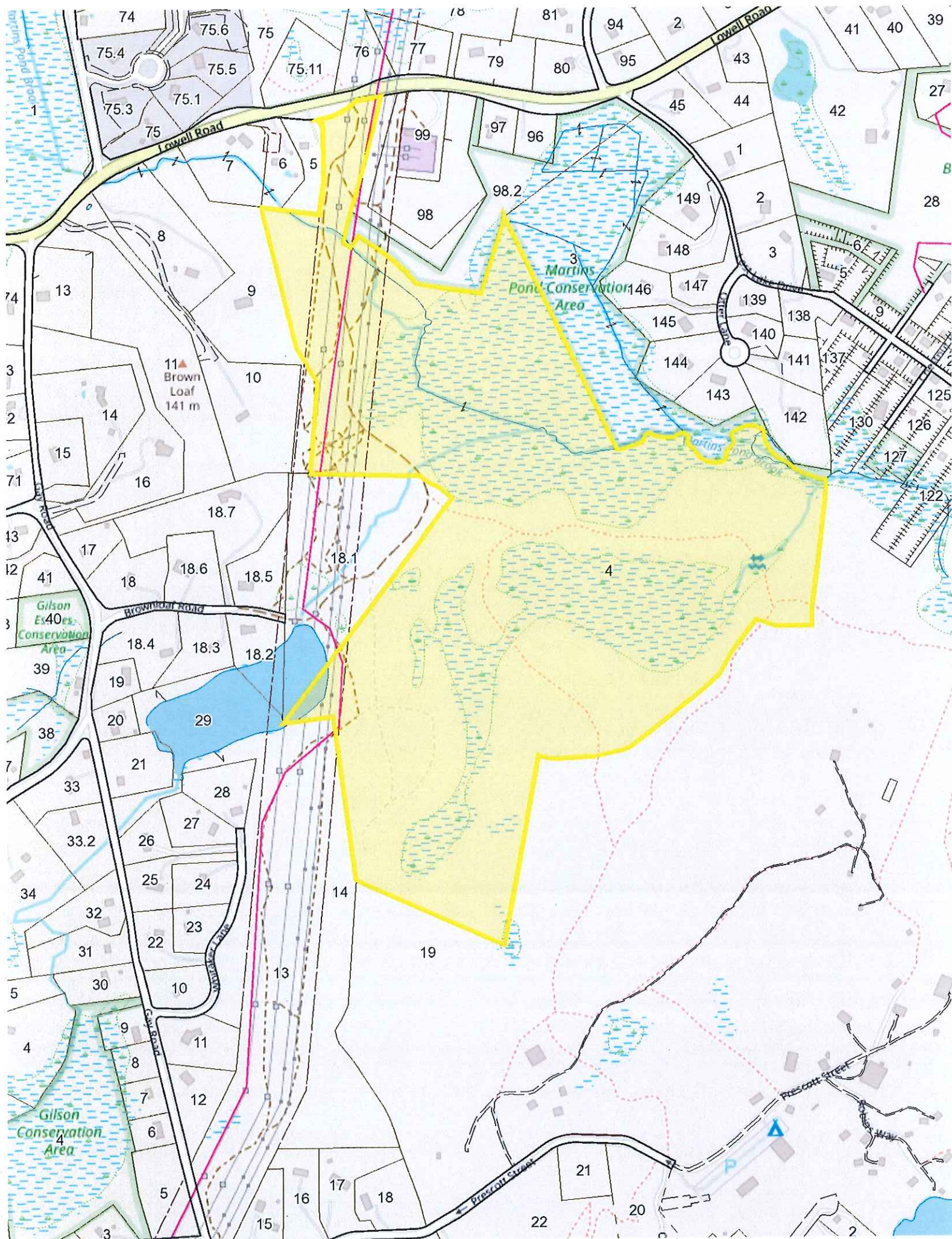
It is noted in Paul Funch's letter that the "Groton Trails Network" comprises 130 miles of trails. I don't know whether he is counting all of the trails on this municipal parcel or on private properties such as the Baptist church parcels. Either way, that seems like a lot of trails for 1 town. Why do all trails need to serve all purposes? What are the legal ramifications for continuing trails onto private properties without formal easements?

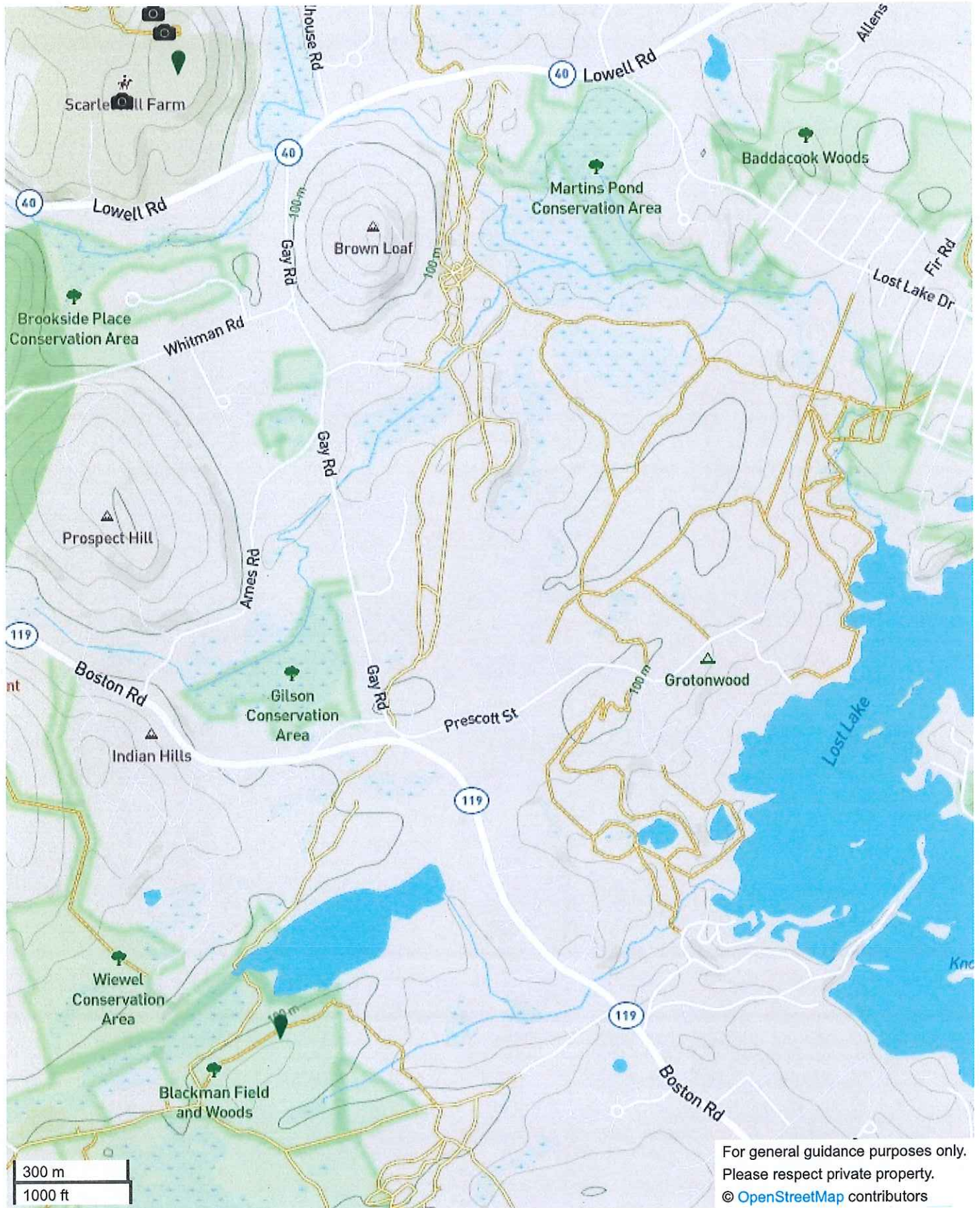
Originally it was requested that e-bikes be allowed on the CR as well. Does the Groton Trails Committee support e-bikes on all their trails? Will there be speed limits and how does that affect the safety of horse-back riders?

I understand that the Trails Committee focus is on trails and connecting trails. Some of the current trails on the Brown Loaf property are in very poor condition, as seen in the photo I sent you. While MassWildlife has trails on almost all their properties (certainly all the properties we own in Groton), our focus is on wildlife and wildlife habitat. Many conservation organizations focus on recreation, but few focus on wildlife. MassWildlife has modified the CR to allow horse and mountain bike use on the ROW which would allow connections both north and south as well as to the Baptist property which abuts the ROW to the southeast. Those uses are not appropriate for the entirety of the property. MassWildlife has indicated that this particular property is particularly sensitive to erosion due to its many wetlands, high groundwater table and sandy soils. While other parcels which we have agreed to hold conservation restrictions on may

be less sensitive and therefore horses and mountain bikes might not be an issue, we must make it clear that we cannot allow trails to become as degraded as the picture I sent you and we would shut down those uses if they do. It is my understanding that the Conservation Commission & MassWildlife will work cooperatively to establish trails maintenance plans for these properties. If the Conservation Commission does not agree that degraded trails need to be either shut down, corrected or re-routed then we should indicate such to the Division of Conservation Services that we do not have a way to bring the town into compliance after all.

Anne Gagnon
Dept. of Fish & Game Land Agent for the
Northeast District of MA Division of Fisheries and Wildlife
85 Fitchburg Rd.
Ayer, MA 01432
(978) 772-2145 ext. 223
Cell (617) 599-7049 fax (978) 772-2147
mass.gov\30MESA





COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
CONSENSUAL ORDER OF TAKING
OF
CONSERVATION RESTRICTION AND CONSERVATION EASEMENT

The Commonwealth of Massachusetts, acting by and through its Department of Fish and Game and its Division of Fisheries and Wildlife under the power and authority conferred by Section 15 of Chapter 15 of the Acts of 1996, Sections 2(26) and 8 of Chapter 21A, Chapter 79, Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, as amended, acts in amendment thereof or in addition thereto, and any and every other power and authority to it granted or implied and for the purposes of said acts and of acquiring in perpetuity land and interests in land for fish and wildlife conservation, natural habitat protection, and associated public recreation consistent with and subject to Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts, does hereby take IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction and Conservation Easement ("Conservation Restriction") on land located in Groton owned by the Town of Groton 173 Main Street, Groton, MA, containing the entirety of a 103-acre parcel of land ("Premises"), which Premises is more particularly described in Exhibit A, which is incorporated herein and attached hereto.

MEANING AND INTENDING to take and hereby taking a conservation restriction and conservation easement in perpetuity in, on, and to the Premises, howsoever said Premises are bounded and described, for the purposes described herein, including for the purposes of and subject to the provisions of Article XCVII of the Amendments to the Massachusetts Constitution, and including for the purposes above-stated all such rights, easements, privileges, and appurtenances of every name and nature as may be necessary to give full force, virtue, and effect in perpetuity to the restrictions on the use of said Premises, the rights taken by the Commonwealth as set forth in the following provisions, and the purposes and protections of Article XCVII of the Amendments to the Massachusetts Constitution.

The terms, conditions, and restrictions of this Consensual Order of Taking of Conservation Restriction and Conservation Easement ("Consensual Order of Taking") shall be binding upon and inure to the Commonwealth of Massachusetts acting by and through its Department of Fish and Game, 251 Causeway Street, Suite 400, Boston, MA 02114, and its Division of Fisheries and Wildlife, 1 Rabbit Hill Road, Westborough, MA 01581 ("Commonwealth" or "the Commonwealth"), and the Town of Groton, 173 Main Street, Groton, MA and their respective successors and assigns ("Owner" or "the Owner").

The terms, conditions, and restrictions of this Conservation Restriction taken pursuant to this Consensual Order of Taking are as follows:

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition for fish and wildlife conservation, native habitat protection, management for biodiversity protection, associated public outdoor recreation, including hunting, fishing and trapping, and other conservation uses consistent with the spirit and intent of and subject to the protections of Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts, to prevent any use of the Premises that will impair or interfere with the Conservation Values (as defined below) thereof, and to allow public access for the enjoyment of the wildlife and open space resources of the Premises as specifically provided for herein.

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of Groton and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including 22 acres of land

under the care, custody and control of the Groton Conservation Commission to the northeast and an approximately 20-acre conservation restriction granted to the Groton Conservation Commission to the southwest of the property. An extensive amount of protected land (Water Dept and Conservation) is located to the north across Lowell Rd.

- Fish and Wildlife Conservation. The Premises include habitat for native fish and wildlife species, including habitat for species identified by the Division of Fisheries and Wildlife in the State Wildlife Action Plan (SWAP) as Species of Greatest Conservation Need (SGCN), the protection of which aligns with objectives of the Commonwealth and the SWAP. These objectives include protecting the state's wide range of native biological diversity and a particular focus on regionally declining species beyond those officially listed as Endangered, Threatened, or of Special Concern in Massachusetts. SWAP resources within the Premises include: The extensive network of marsh and beaver ponds and the sandy substrate make the property potentially important for turtles and many other species.
- Massachusetts Endangered Species Act Listed Species. The Premises includes areas designated by the Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as "Priority Habitats of Rare and Endangered Species", the protection of which aligns with NHESP's wildlife and habitat protection objectives. These objectives include protecting the state's wide range of native biological diversity and a particular focus on species officially listed as Endangered, Threatened, or of Special Concern in Massachusetts. Program designations within the Premises include: blue-spotted salamander and a State-threatened species.
- Public Access. Public access to the Premises will be allowed, including hiking, wildlife viewing, fishing, trapping, and hunting. Hunting access is particularly important considering the location within Middlesex County, where public access has become increasingly restricted as properties are purchased for development and other uses. Hunting is also important in this region because town bylaws and posted property make deer, bear, and other species' population management difficult. Overabundance of Whitetail deer and

other species can have deleterious effects on forest health and natural communities. Keeping properties open to public hunting helps regulate deer and other wildlife species' populations to the benefit of the overall health of the forest and other natural communities.

- Biodiversity. The northern portion of the Premises near Martins Pond Brook is designated as BioMap Wetland Core and Wetland Core Buffer, while the southern half is Vernal Pool Core. The entire parcel is designated as Rare Species Core. The entire parcel is noted as having Regional Rare Species, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap was first implemented in 2001 and is periodically updated. It is designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. The entire Premises is considered Priority Habitat for Rare Species and a Key Site.
- Habitat Connectivity and Ecosystem Integrity. The Premises includes areas identified by the UMass Conservation Assessment and Prioritization System (CAPS) as within the top 50% of Forests as well as Freshwater Wetland and Aquatic. CAPS measures the ecosystem integrity of land and can be used to demonstrate the natural resource value of land as having outstanding unfragmented habitat value.
- Wetlands. The freshwater marshes (both deep and shallow), beaver ponds and vernal pools located within the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Rivers/Streams. Martins Pond Brook, designated by as a stream with a high fish diversity, runs through the Premises and provides valuable habitat for a diverse array of aquatic wildlife species as well as provide the many other public benefits of river and stream

protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).

- Climate Change Resiliency. The Premises is identified as an area of above average and slightly above average Terrestrial Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool, including High Resilience and Recognized Biodiversity Landscape Diversity and portions are above average and far above average Local Connectedness. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Owner will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, above- or below-ground storage tank, or dam;
2. Extractive Acts/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;

3. Disposal/Storage. Placing, filling, storing, or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, tires, petroleum products, herbicides, insecticides or any other chemicals, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Chemical Application. Applying pesticides, herbicides, insecticides, fungicides, or other chemicals;
5. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
6. Adverse Impacts to Water, Soil, and Other Features. Acts and uses detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, fish and wildlife habitat, archaeological conservation, or ecosystem function;
7. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by the Commonwealth and Owner;
8. Introduction of Non-Native Species. Introducing, establishing, expanding, or enhancing of plant, animal, insect, or other species not native to the Commonwealth of Massachusetts, whether by planting, releasing, cultivation, maintenance, or other act or use;
9. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized

vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

10. Incompatible Outdoor Recreation. Non-motorized outdoor recreational activities that are incompatible with the Purposes or Conservation Values, such as mountain biking, horseback riding, rock climbing, camping, cooking, campfires, target practice, or mineral collecting, except as may be otherwise allowed pursuant to Section II.B. below;
11. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Commonwealth's and Owner's intention to maintain the entire Premises under unified ownership;
12. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
13. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
14. Artifacts. Collecting of artifacts and the granting of permission for artifact collecting, either from the surface or the subsurface of the Premises, including for archaeological investigations;
15. Residential, Commercial, or Industrial Uses. Using the Premises for residential, commercial, or industrial purposes;
16. Inconsistent Acts or Uses. Any acts or uses that are inconsistent with the Purposes or that would impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Section II.A, the Owner may conduct or permit the following acts and uses on the Premises, provided they are consistent with the Purposes and do not impair the Conservation Values. Any act or use not permitted herein is prohibited without prior written notice to and approval by the Commonwealth.

1. Habitat Management. Cultivating and harvesting of forest products and conducting other habitat management activities intended to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation in accordance with the notification and approval requirements and management standards for biodiversity, management planning, and forest cutting practices, all as described in the attached Exhibit B.
2. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect, or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Documentation Report (Section XIII);
3. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality. With prior written approval of the Commonwealth and with the submission of a Non-Native Species Control Plan or a Forest Management Plan, the application of pesticides, herbicides, insecticides, fungicides, or other chemicals on the Premises by a licensed applicator in strict compliance with all applicable federal and state laws and regulations, including but not limited to those administered by the Pesticide Bureau of the Massachusetts Department of Agricultural Resources;
4. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also

address restoration following completion of the archaeological investigation, prepared by or on behalf of the Owner and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Commonwealth. A copy of the results of any such investigation on the Premises shall be provided to the Commonwealth;

5. Woods Roads. Maintaining and constructing woods roads as detailed below, with prior written approval of the Commonwealth, and in accordance with Massachusetts Forestry Best Management Practices referenced in the attached Exhibit B:

- a. Existing Woods Roads. Conducting routine maintenance of woods roads existing on the Effective Date (Section X) of the Conservation Restriction, which may include routine maintenance of bridges, culverts, fences, gates, and stone walls existing on the Effective Date (Section X) of this Conservation Restriction, and the construction of gates and installation of stone barriers thereon, and the periodic use of motorized vehicles, if and as necessary only for said maintenance and construction.
- b. New Woods Roads. Constructing new woods roads or relocating existing roads and stone barriers.
- c. Woods Road Features. Constructing or relocating bridges, culverts, fences, gates, and stone walls, or other such features, together with the use of motorized equipment to construct such features;

6. Trails. Maintaining and constructing trails as follows:

- a. Existing Trails. Conducting routine maintenance on trails existing on the Effective Date (Section X) of the Conservation Restriction, which may include widening trail corridors up to 6 feet in width, with a treadway up to 4 feet in width, and with prior written approval of the Commonwealth, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features;

- b. New Trails. With prior written approval of the Commonwealth of a Trails Plan, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above. Any Trails Plan shall be consistent with then-current provisions of the Massachusetts Department of Conservation and Recreation's Trails Guidelines and Best Practices Manual (or successor publication). In reviewing any Trails Plan, the Commonwealth shall consider (a) protection of natural resources, (b) planned density of the trail system, and (c) corresponding opportunities for off-trail enjoyment of the Premises and shall generally favor less developed rather than highly developed trail attributes. Such approval shall not be unreasonably withheld;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, public access, identity and address of the Owner, the Commonwealth's interest in the Premises, boundary and trail markings, and any gift, grant, or other applicable source of support for the conservation of the Premises. The size, wording, and location of such signs shall be approved in writing by the Commonwealth. "No Trespass" signs or signs limiting or prohibiting public access may not be used, installed, or maintained on the Premises without prior written approval of the Commonwealth. Any signs that are not in compliance with this Section II.B.7 may be removed at any time by the Commonwealth;
8. Compatible Outdoor Recreational and Educational Activities. Fishing, hunting, trapping, hiking, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, and outdoor educational activities. With prior written approval of the Commonwealth, other non-motorized outdoor recreational activities such as mountain biking, horseback riding, and rock climbing;

Commented [SCM(1)]: We need to keep these in here b/c prior approval will be required for these activities outside of the ROW. See paragraph 9.

9. Notwithstanding any other language contained herein, Horseback riding and mountain biking shall be use are allowed only within the existing utility ROW Right of Way, which is described in an easement to New England Power Company dated June 19, 1968, recorded with the Middlesex County Registry of Deeds in Book 11533, Page 715 and as shown on a plan entitled "Land in Groton, Mass. Surveyed for the Cooperative Bank of Concord" dated September 1986 by Charles A. Perkins Co., Inc. Civil Engineers, and Surveyors, recorded with the Middlesex County Registry of Deeds as Plan 1808 of 1986 in Book 17667, Page 381 (the "ROW"). The Owner shall install signage that prohibits prohibiting these uses elsewhere on the Premises. The Commonwealth's approval of these activities within the ROW shall not constitute an opinion that these activities are allowed under the terms of the ROW or by the owner of the ROW. It shall be Owner's sole responsibility to determine whether the activities described in this paragraph 9 are allowed under the terms and conditions of the ROW and to seek any approvals necessary from the owner of the ROW;

9.10. Parking. Maintaining and, with prior written approval of the Commonwealth, constructing one or more parking areas for the purpose of enhancing outdoor passive recreational, educational activities, and public use of the Premises;

10.11. Motorized Vehicles. Using motorized vehicles by (a) Owner or Owner's invitees with mobility impairments, (b) non-recreational activities expressly authorized above, or (c) as directed by the Commonwealth to remedy non-compliance with this Conservation Restriction.

C. Site Restoration

Upon completion of any Permitted Act or Use, any disturbed areas shall be restored substantially to the conditions that existed prior to said acts or uses, including with respect to soil material, grade, and vegetated ground cover, as approved in writing by the Commonwealth.

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D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Act or Use under Section II.B shall be in compliance with all applicable federal, state, and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion in Section II.B of any Permitted Act or Use requiring a permit, license, or other approval from a public agency does not imply that the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying the Commonwealth. Whenever notice to or approval by the Commonwealth is required, the Owner shall notify or request approval from the Commonwealth, by a method requiring proof of receipt, in writing not less than thirty (30) days prior to the date the Owner intends to undertake the act or use in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable, and any other material aspect of the proposed act or use;
 - b. Describe how the proposed act or use complies with the terms and conditions of this Conservation Restriction, and will not impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed act or use, and describe the status of any such permits, licenses, or approvals;
 - d. Describe any other material aspect of the proposed act or use in sufficient detail to permit the Commonwealth to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Commonwealth Review. Where the Commonwealth's approval is required, the Commonwealth shall respond in writing within thirty (30) days of receipt of the Owner's request, such response may include granting or withholding approval, denial

of the request, or requesting additional information. Notwithstanding the foregoing, the Commonwealth's failure to respond within thirty (30) days of receipt shall not constitute approval or denial of the request. The Commonwealth's approval shall only be granted upon showing that the proposed act or use will minimize impacts to the Conservation Values and will not impair the Purposes and/or Conservation Values. The Commonwealth may require the Owner to secure expert review and evaluation of a proposed act or use by a mutually agreed upon third party.

III. COMMONWEALTH AND PUBLIC ACCESS

1. The Commonwealth, acting through its officers, directors, employees, representatives, contractors, and agents, shall have and hereby consensually takes the right to enter and traverse the Premises, and at the Commonwealth's sole expense, to take actions to preserve, conserve, study, manage, and promote the natural habitat of wildlife, fish, plants, and other native species and natural communities, including those listed under the Massachusetts Endangered Species Act (MESA). Said management actions are to be conducted only with the prior written consent of Owner, such consent not to be unreasonably withheld.
2. The Commonwealth further shall have and hereby consensually takes the right to permit the general public to enter upon and traverse the Premises for outdoor recreational activities, including hunting, fishing, trapping, hiking, wildlife observation, and similar uses in compliance with all applicable federal and state laws, rules, regulations, and permits without restriction by Owner, provided that such activities (a) do not involve the use of motorized vehicles (except as may be required by law or specifically allowed herein), (b) are not detrimental to or in violation of the terms or Purposes of this Conservation Restriction, and (c) do not unreasonably interfere with the Permitted Acts and Uses (Section II.B). Points of entry for public access, including for motor vehicle parking shall be determined by the Director of the Division of Fisheries and Wildlife in consultation with the Owner. The Director may determine the terms and conditions of public access, which may take the form of regulation. Owner may petition the Director to modify public access

to the Premises for good cause consistent with the Purposes of the Conservation Restriction.

3. The Commonwealth further shall have and hereby consensually takes the right to erect signs on the Premises in accordance with the signage restrictions set forth in Section II.B (Permitted Acts and Uses).

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Commonwealth, acting through its officers, directors, employees, representatives, contractors, and agents, shall have and hereby consensually takes the right to enter and traverse the Premises at reasonable times and in a reasonable manner, including access by foot or by motorized vehicle, to inspect the Premises, determine compliance with the terms of this Conservation Restriction, and prevent, remedy, or abate any violations thereof.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby taken shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Commonwealth will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Commonwealth for the enforcement of this Conservation Restriction.

2. Notice and Cure. In the event the Commonwealth determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Commonwealth shall, before exercising any such rights, notify the Owner in writing of the violation. The Owner shall immediately cease the violation upon receipt of the written notice and shall have thirty (30) days from receipt of the written notice to remedy any damage resulting from the violation, after which time the Commonwealth may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Owner immediately ceases the violation and the Commonwealth determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Commonwealth may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Owner covenants and agrees to reimburse to the Commonwealth all reasonable costs and expenses (including counsel fees) incurred by the Commonwealth in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Owner shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of the Commonwealth. Any election by the Commonwealth as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Commonwealth does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with hazardous materials, zoning, environmental, and other laws and regulations, or resulting from acts not caused by the Commonwealth or its agents.

E. Acts Beyond the Owner's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Commonwealth to bring any actions against the Owner for any injury to or change in the Premises resulting from natural causes beyond the Owner's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Owner and the Commonwealth will cooperate in the restoration of the Premises, if desirable and feasible.

V. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Commonwealth, any other approvals as may be required by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, and in compliance with Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts, as applicable.

B. Owner's and the Commonwealth's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then the Commonwealth, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds

in accordance with Section V.C (Commonwealth's Receipt of Property Right), subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Commonwealth shall use its share of any proceeds in a manner consistent with the Purposes and the protection of the Conservation Values.

C. Commonwealth's Receipt of Property Right

Owner and the Commonwealth agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Commonwealth, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Commonwealth's property right as of the Effective Date (Section X) was determined to be [(%) %]. Such proportionate value of the Commonwealth's property right shall remain constant.

Commented [SCM(2)]: Percentage will be determined once appraisal is received.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Owner and the Commonwealth shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Owner and the Commonwealth shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Owner and the Commonwealth in accordance with Section V.B (Owner's and Commonwealth's Right to Recover Proceeds) and Section V.C (Commonwealth's Receipt of Property Right). If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Commonwealth shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VI. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Owner and the successors and assigns of the Owner holding any interest in the Premises.

B. Execution of Instruments

The Commonwealth is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Owner, on behalf of itself and its successors and assigns, appoints the Commonwealth its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Owner and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Commonwealth and any assignment shall be subject to and comply with Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts.

VII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Owner agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Commonwealth not less than sixty (60) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Owner fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Commonwealth may record, in the applicable registry of deeds,

or registered in the applicable land court registry district, and at the Owner's expense, a notice of this Conservation Restriction. Any transfer will comply with Article XCVII of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Owner's Liability

The Owner shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Owner, the Commonwealth shall, within sixty (60) days execute and deliver to the Owner any document, including an estoppel certificate, which certifies the Owner's compliance or non-compliance with any obligation of the Owner contained in this Conservation Restriction.

IX. AMENDMENT

A. Limitations on Amendment

Owner and the Commonwealth may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or impair the Purposes;

3. affect the qualification of this Conservation Restriction as a “qualified conservation contribution” or “interest in land” under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of the Commonwealth as a “qualified organization” or “eligible donee” under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Commonwealth, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Section V (Termination/Release/Extinguishment); or
7. cause the provisions of this Section IX (Amendment) to be less restrictive; or
8. cause the provisions described in Section VI.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by the Commonwealth and Owner and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

X. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Owner and the Commonwealth have executed it, any administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XI. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

OWNER: Town of Groton
Attn: Conservation Commission or Select Board
173 Main Street
Groton, MA 01450

Commented [SCM(3)]: Town of Groton should confirm how they want notice section

COMMONWEALTH: Chief of Wildlife Lands
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581-9990

Copy to: District Manager, Northeast Wildlife District Office
Division of Fisheries and Wildlife
85 Fitchburg Rd.
Ayer, MA 01450

or to such other address or by such other delivery means as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Owner and the Commonwealth with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XIII. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by the Commonwealth with the cooperation of the Owner, consisting of maps, photographs, and other documents and on file with the Commonwealth and referenced herein. The Baseline Report (a) is acknowledged by Owner and the Commonwealth to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (b) is intended to fully comply with applicable Treasury Regulations, (c) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described

herein, and (d) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this Consensual Order of Taking in addition to the Baseline Report.

XIV. DAMAGES

The Commissioner of the Department of Fish and Game hereby makes the following award for the damages sustained by the owner of record of the area or areas hereinbefore described in the said taking to their property or entitled to any damages by reason of said taking:

<u>Supposed Owners</u>	<u>Award</u>
Town of Groton	\$ 103,000.00

Said award is made subject to satisfactory proof of ownership or entitlement by individuals and/or entities claiming ownership of said parcels and/or entitlement to said award.

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IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in its name and on its behalf by Thomas K. O'Shea, Commissioner of the Department of Fish and Game, herewith duly authorized, who does hereunto set his hand and seal this ____ day of _____, 2023.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

By: _____
Thomas K. O'Shea, Commissioner

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20____

On this day before me, the undersigned Notary Public, personally appeared the above-named Thomas K. O'Shea, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts whose name is signed above, and acknowledged to me that he signed the foregoing instrument voluntarily as Commissioner of said Department for its stated purpose.

Notary Public

SEAL

My Commission Expires: _____

AGREEMENT OF ASSENT

The Town of Groton Owner of the Premises described in Exhibit A attached hereto on which this Conservation Restriction is herein consensually taken by the Commonwealth, hereby acknowledges that this Conservation Restriction contains 1) certain duties and obligations that the Town of Groton as Owner is required to comply with and carry out, and 2) certain rights taken by the Commonwealth such as development and use rights, public access rights, and the right to monitor and enforce the terms of this Conservation Restriction in order to effectuate the purposes thereof.

As the Select Board or Conservation Commission of the Town of Groton and duly authorized by the Inhabitants of the Town of Groton, we, the undersigned acting on behalf of the Town of Groton and its successors and assigns as Owner of said Premises, hereby expressly agree to the terms of this Conservation Restriction, agree to fully and completely comply with and carry out said duties and obligations, and expressly assent to the rights of the Commonwealth taken herein and to the taking of these rights via this Consensual Order of Taking.

Commented [SCM(4)]: Will have to confirm with Town if it is Select Board or Con Com

Signed as a sealed instrument under the pains and penalties of perjury this ____ day of _____, 2023

TOWN OF GROTON

Commented [SCM(5)]: Groton Town Counsel should review/revise as necessary

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20____

On this day before me, the undersigned Notary Public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification which was

_____ to be the Select Board or Conservation Commission of Town of Groton
whose name is signed above, and who swore or affirmed to me that the contents of the foregoing
AGREEMENT OF ASSENT are truthful and accurate to the best of his knowledge and belief and
acknowledged to me that he signed the foregoing instrument voluntarily as Select Board or
Conservation Commission of said Town of Groton for its stated purpose.

Notary Public

SEAL

My Commission Expires: _____

EXHIBIT A

Legal Description of Premises

The land with the buildings thereon situated in Groton, Middlesex County, Commonwealth of Massachusetts, shown as Lot 1 on a Plan of Land entitled "Land in Groton, Mass. Surveyed for the Cooperative Bank of Concord" dated September 1986 by Charles A. Perkins Co., Inc. Civil Engineers, and Surveyors, recorded with the Middlesex County Registry of Deeds as Plan 1808 of 1986 in Book 17667, Page 381, to which plan is made for a more particular description.

There are EXCLUDED from this conveyance, all parcels conveyed by the owner of Lot 1 prior to this date, including, without limitation the following:

- A. Deed to Kevin P. Woodman et ux dated October 3, 1988, recorded with said Registry in Book 19505, Page 574;
- B. Deed to Walden Financial Corporation dated January 4, 1990, recorded with said Registry in Book 20308, Page 315;
- C. Deed to Builders Collaborative, Inc. dated January 4, 1990, recorded with said Registry in Book 20308, Page 316;
- D. Deed to Robert L. Collins dated April 24, 1991, recorded with said Registry in Book 21117, Page 65;
- E. Deed to Builders Collaborative, Inc. dated April 24, 1991, recorded with said Registry in Book 21117, Page 153;
- F. Deed to Builders Collaborative, Inc. dated April 24, 1991, recorded with said Deeds in Book 21117, Page 157;
- G. Deed to Walden Financial Corporation dated April 24, 1991, recorded with said Registry in Book 21117, Page 59;
- H. Deed to Leslie Jean Williamson dated August 19, 1992, recorded with said Registry in Book 22320, Page 502;
- I. Deed to Dorothy P. Hammond and Alice G. Konsavage dated October 28, 1992, recorded with said Registry in Book 22629, Page 234;

- J. Deed to Todd M. Hutchinson et ux dated December 18, 1992, recorded with said Registry in Book 22751, Page 252;
- K. Deed to Theodore Alan Dickenson et ux dated March 19, 1993, recorded with said Registry in Book 23004, Page 176; and
- L. Deed to John J. Cavaston, III et ux dated January 31, 1995, recorded with said Registry in Book 25614, Page 74.

Subject to an easement to New England Power Company dated June 19, 1968, recorded with said Registry in Book 11533, Page 715.

Subject to and together with all other rights, restrictions, agreements, and easements of record.

For title reference, see deed from US Trust to the Town of Groton, dated July 20, 1999, and recorded with the Middlesex County Registry of Deeds at Book 30446, Page 61.

Street Address: Lowell Road, Groton, MA

EXHIBIT B

HABITAT MANAGEMENT STANDARDS TO ENHANCE AND MAINTAIN NATIVE BIODIVERSITY ON LAND SUBJECT TO CONSERVATION RESTRICTIONS ADMINISTERED BY THE COMMONWEALTH

GOAL: Enhance and maintain native biological diversity on managed lands.

OBJECTIVES:

- 1) Apply current and generally accepted scientific principles from the current Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish, & Kittredge, Second Edition 2013) and subsequent versions if approved by the Commonwealth (the "BMP Manual") to conserve soil and water quality on managed forest lands.
- 2) Apply current and generally accepted scientific principles for native biodiversity conservation as standards other on managed lands, including manuals or guidelines published by the Commonwealth and provided to Owner (collectively, "Habitat Guidelines").

STANDARDS:

This Exhibit describes the management planning, review, approval, and cutting practices standards for the cultivation and harvest of forest products and other habitat management practices (collectively, "Standards") permitted under Section II.B of this Conservation Restriction. Habitat management activities carried out by Owner in compliance with the Standards shall be deemed by the Commonwealth to not impair the purposes of this Conservation Restriction.

All habitat management practices, including forest cultivation and harvest, shall be carried out in accordance with (a) the Standards; (b) a management plan prepared and approved in accordance with the Standards ("Management Plan"); (c) Massachusetts

forest management and habitat conservation statutes and regulations as may be enacted or promulgated from time to time, including but not limited to M.G.L. c. 131 and c. 132; (d) any state or local permits required by state law or regulation, such as a forest cutting plan approved in writing by the Commonwealth and approved in writing or determined to be exempt by the Department of Conservation and Recreation pursuant to the Forest Cutting Practices Act, M.G.L. c. 132 and/or an Order of Conditions issued under the Wetlands Protection Act, M.G.L. c. 131; and (e) all required best management practices and all recommended actions and guidelines in the BMP Manual or Habitat Guidelines.

Unless Owner seeks, and the Commonwealth grants, express written approval to conduct other habitat management activities, Owner shall conduct only those activities consistent with and authorized by the approved Management Plan.

Management Planning Standards

Before any forest cutting or habitat management activities occur on the Premises, Owner shall prepare or cause to be prepared an initial Management Plan or update any existing plan such that the resulting Management Plan covers a period of at least ten (10) years from the initial date of the Conservation Restriction. Said initial and all subsequent Management Plans that include forest cutting shall be prepared or updated by a Massachusetts-licensed forester chosen jointly by Owner and the Commonwealth, which forester shall hold a license to practice forestry under the provisions of 302 CMR 14.00 *et seq.*, as promulgated pursuant to M.G.L. c. 132, sections 47 through 50, or as amended. Management Plans that do not include forest cutting shall be prepared or updated by an appropriate professional chosen jointly by the Owner and the Commonwealth. Owner shall update or cause to be updated said Management Plan at least every ten (10) years thereafter.

A forest management plan prepared in compliance with M.G.L. c. 61, together with such additional information necessary to qualify it as a forest stewardship and green certification plan eligible for cost-sharing reimbursement under the Department of Conservation and Recreation Forest Stewardship Program, may meet the requirements of the Standards, however, the Management Plan shall contain at a minimum the following elements:

1. Owner, property, and preparer information, including owner names, mailing address, property location, plan preparer name and Massachusetts Forester license number, and plan preparer mailing address.
2. List of lots or parcels, including Assessor Map and Lot numbers, deed book and page numbers, total acres, and acres included in the management plan for each lot or parcel.
3. A book and page reference to the recording of this Conservation Restriction and a summary of the conservation values and purposes contained in this Consensual Order of Taking.
4. History of land, including dates of acquisition, management, status of boundary marking, and forest management practices conducted over the last 10 years.
5. Stewardship planning information, including a description of natural and cultural features, long term goals (including a description of how these goals will protect and enhance the conservation values and purposes described in this Consensual Order of Taking), and the ability to accomplish such goals.
6. Property overview, regional significance, and management summary, including a description of landscape setting and eco-regional factors, property and land-use history, bedrock, soil, hydrology, climate and vegetation features, history of disturbance (timber harvesting, agricultural clearing, wildlife habitat creation, damage by natural event, etc.), and an assessment of how management of these lands might impact the local and regional rural economy.
7. Map showing locus of property on a topographic map.
8. Map showing boundaries of forest stands by forest cover type, including wetlands, streams, roads, property boundaries, and cultural features.
9. Unit descriptions for each identified forest stand or other habitat type. Forest stands shall include unit number, cover type, acres, size class or mean stand diameter, basal area/acre, volume/acre, volume growth rate, and site index. The description shall state the field method utilized for volume, volume growth rate, and site index. Other habitat types shall include unit number, habitat type or natural community, and acres.
10. Unit narratives describing each stand including management history, access issues, presence of invasive species, pests or pathogens, soils, slopes, unique natural communities, cultural features, desired future condition, aesthetic quality, protection from fire, and any additional property-specific details related to forest stewardship or habitat management issues. The

narrative shall provide the name of the soil type and characteristics including moisture, drainage, and productivity, and shall identify the presence of any highly erodible soils or any slopes greater than 30%. The narrative shall identify and describe unique natural communities that meet the following definition: Areas designated to serve one or more of three purposes: (a) to establish and/or maintain an ecological reference condition; or (b) to create or maintain a representative system of protected areas; or (c) to serve as a set of refugia for species, communities, and community types. The narrative shall describe cultural features such as cellar holes, stone walls, and known Native American cultural features such as camp sites and trails. The narrative description of the desired future condition shall include a management vision of the future landscape within a specified timeframe including a description of the desired habitat condition by identifying, at a minimum, species, age class distribution, and other desired ecological features.

11. Current condition of property boundaries and method and schedule for marking or maintaining boundary marking.
12. Management practices schedule for each unit including unit number, silvicultural treatment or USDA NRCS practice or habitat management practice, acreage of practice, basal area and volume of any forest products to be removed by practice, timing for practice by year, and a narrative description describing the specific objectives of each practice and special considerations such as erosion control, habitat protection, access, cultural feature protection, timing, and timber harvesting methods and equipment (e.g., non-mechanized manual felling, mechanized cut-to-length felling, skidder, forwarder).
13. Monitoring process and schedule, including a description of who will be responsible for completing the monitoring, what they will be monitoring, and the timing and/or frequency of the monitoring. Monitoring results such as regeneration failure, exotic insect infestation, damage from natural events-wind, ice, etc. may necessitate amendments to the management plan.
14. Design, location, and details for the construction or relocation of any proposed improvements referenced in the Allowed Uses of this Conservation Restriction and Conservation Easement.

When Owner begins preparation of the initial and all subsequent Management Plans, Owner shall notify the Commonwealth in writing of such preparation and of the opportunity for the Commonwealth to advise Owner of any habitat management, protection, or enhancement projects that the Commonwealth intends to carry out on the Premises during this 10-year Forest Management Plan pursuant to Section II.B (Permitted Acts and Uses) so that Owner and the Commonwealth can coordinate their respective activities and include the Commonwealth's activities pursuant to Section II.B (Permitted Acts and Uses) as part of the Management Plan, or to suggest certain habitat management activities for Owner's consideration. The Commonwealth agrees to make good faith efforts to advise Owner of such Section II.B activities during Management Plan preparation so that Owner's and the Commonwealth's activities can be coordinated and integrated to the maximum extent feasible.

Immediately upon completion of the initial and all subsequent Management Plans, Owner shall submit a copy thereof to the Commonwealth for review and written approval. The Commonwealth shall within thirty (30) days of submittal review the Management Plan or any revisions or updates thereof for compliance with the purposes of this Conservation Restriction and the Standards described in this Exhibit. Such plan and any revisions or updates thereto shall be subject to the approval of the Commonwealth for compliance with all terms of this Conservation Restriction. If the Commonwealth's anticipated Section II.B activities are not already included as part of the plan submitted for approval, the Commonwealth shall within such thirty (30) day period provide Owner with a written description of any anticipated Section II.B activities.

As a condition of Owner's exercise of any forest cutting activities permitted herein, representatives of Owner and the Commonwealth shall meet annually with a Forester of Owner's choice licensed in accordance with G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, or in absence of any law that requires a Forester to be licensed in Massachusetts by a Forester certified through the Society of American Foresters, for the purpose of reviewing contemplated Forest Cutting Plans with the objective of integrating the Standards into such plans as a condition of plan approval by the Commonwealth, unless Owner and the Commonwealth agree that such a meeting would be either unnecessary or duplicative (a) in light of ongoing or recent dialogue

regarding habitat enhancement issues or (b) because no forest cutting activities are being planned for the foreseeable future.

As a condition of Owner's exercise of habitat management activities permitted herein other than forest cutting, representatives of Owner and the Commonwealth shall meet annually with a Forester of Owner's choice licensed in accordance with G.L. c. 132, s. 50, and 304 CMR 10.00, as amended, or in absence of any law that requires a Forester to be licensed in Massachusetts with a Forester certified through the Society of American Foresters, or with an appropriate professional jointly chosen by Owner and the Commonwealth, for the purpose of reviewing contemplated state or local permit applications for habitat activities with the objective of integrating the Standards into such permit applications as a condition of approval by the Commonwealth, unless Owner and the Commonwealth agree that such a meeting would be either unnecessary or duplicative (a) in light of ongoing or recent dialogue regarding habitat enhancement issues or (b) because no habitat management activities are being planned for the foreseeable future.

Forest Cutting Planning Standards

Owner shall submit a forest cutting plan to the Department of Conservation and Recreation in conformance with section 42 of M.G.L. c.132 and to the Commonwealth for review and written approval at least thirty (30) days prior to any forest cutting activities being carried out on the Premises. The Commonwealth shall within thirty (30) days of submittal review such plan for compliance with (a) the purposes of this Conservation Restriction, (b) the Management Plan described above, (c) the BMP Manual and Habitat Guidelines, and (d) the Standards described herein, which approval not to be unreasonably withheld. Owner shall conduct only those activities consistent with and authorized by an approved forest cutting plan.

Forest Cutting Practices Standards

- 1) Conduct all forest cutting operations under an approved M.G.L. c. 132 forest cutting plan and in compliance with any/all applicable federal, state, and/or local regulations. Provide a copy of such plan to the DFW Natural Heritage & Endangered Species Program at least thirty (30) days prior to the start of cutting for review of potential impacts on state-listed species and

priority natural communities. Implement all mitigation measures provided by the Commonwealth to limit impacts on state-listed species and priority natural communities. Upon the request of Owner, the DFW Natural Heritage & Endangered Species Program may assist Owner, at the Commonwealth's expense, to locate and map all habitats for state-listed species and priority natural communities within a proposed harvest area.

- 2) Establish and maintain woods roads and landing areas according to both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the BMP Manual.
- 3) Retain filter strips along riparian areas according to both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the BMP Manual.
- 4) Avoid wetland resource area crossings during forest cutting operations, if possible, establish and maintain stream crossings for logging machinery, and operate machinery within wetlands only when necessary and in strict compliance with both required best management practices and to the maximum extent practicable and feasible recommended guidelines in the Manual.
- 5) Locate and map all vernal pools within a proposed harvest area and conduct forest cutting operations in strict compliance with both required best management practices and recommended guidelines in the Manual for certified vernal pools. Upon the request of Owner, the Natural Heritage & Endangered Species Program may assist Owner, at the Commonwealth's expense, to locate, map and certify all vernal pools within a proposed harvest area.
- 6) Retain some woody material on the ground and a portion of the live overstory tree canopy during all forest cutting operations with the exception that no overstory retention is required for aspen coppice regeneration cuts approved by the Commonwealth. Both woody material retention and overstory tree canopy retention should typically increase on more severe slopes (Table 1). Retention should include one or more standing, full-crowned trees ≥ 14 " dbh per acre, small woody material < 6 " in diameter, and large woody material > 14 " in diameter whenever possible.
- 7) When harvesting in oak forests or in mixed-species forests containing overstory oak trees, secure adequate regeneration of oak seedlings (typically > 20 seedlings/acre $> 4'$ tall, or a total combined height of 100 linear feet per acre of oak seedlings < 1 " dbh) prior to removing all of the

dominant overstory oak trees within the harvest area. Retain occasional (an average of one per ha or one per 2.5 ac) large diameter ($>14''$ dbh), full-crowned oaks as legacy trees for mast production whenever possible (large oak trees of low merchantability are acceptable).

- 8) When harvesting in northern hardwood forests or in mixed-species forests containing full-crowned, overstory black cherry and/or American beech, retain occasional (an average of one per ha or one per 2.5 ac) large diameter ($>14''$ dbh), full-crowned black cherry and/or American beech as legacy trees for mast production whenever possible (large trees of low merchantability are acceptable, although legacy American beech trees should be relatively free of beech scale).

Table 1. Retention standards

Slope	Overstory Canopy *	Basal Area $\geq 14''$ dbh	Large Woody Debris ($\geq 14''$ in diameter)	Small Woody Debris ($<6''$ in diameter)
$<30\%$	$\geq 10\%$	$\geq 10 \text{ ft}^2/\text{ac}$	>0.5 cords/ac	$>30\%$ of slash
30-60%	$\geq 30\%$	$\geq 10 \text{ ft}^2/\text{ac}$	>1.0 cords/ac	$>40\%$ of slash
$>60\%$	$\geq 60\%$	$\geq 10 \text{ ft}^2/\text{ac}$	>1.5 cords/ac	$>50\%$ of slash

*No retention required for aspen coppice regeneration if approved by DFW.

Retain live trees in ≥ 3 groups per ha (2.5 ac) when possible, consisting of sound, relatively wind-firm trees, and existing den trees and/or snag trees when possible. Retain both live, mature, mast-producing hardwoods, including oak, black cherry, and/or scale-free American beech and cover-producing softwoods including hemlock, white pine, and or spruce where possible. Retain some large, downed woody material in or near retained groups when possible. On slopes $>30\%$ a waiting period of ≥ 5 years must elapse before another cut is made.

DEFINITIONS:

Biological Diversity (Biodiversity): The entire assemblage of native flora and fauna and their supporting habitats and natural communities.

Coppice: The production of new stems from the stump or roots of cut trees.

Dbh: Diameter at breast height (4.5' above the ground)

Habitat: The biological and physical conditions necessary for the sustained occurrence of a given plant or animal species.

Legacy: A tree identified for retention throughout its natural life that will ultimately become a snag tree and later provide large woody material.

Native: A species which occurs or has occurred within the Commonwealth which has not been deliberately or accidentally introduced by humans into the state nor introduced elsewhere and spread from that introduction into the state.

Natural Community: A recurrent assemblage of plants and animals found in particular and relatively predictable associations with the physical environments.

Slash: Woody material cut during a forest harvesting operation that is not merchantable for logs (timber), firewood, or pulpwood that is typically left on the ground at the conclusion of the operation.

Woods Roads: include both truck roads and skidder/forwarder roads. Truck roads shall be unpaved roads constructed of gravel or some other permeable material that are passable by logging trucks and/or tractor trailer trucks used to remove forest products from the Premises in accordance with the provisions of the CR. Truck roads shall have a general travel surface width that is minimized and that in any event does not exceed fifteen (15) feet in width except at turns and corners that exceed 30 degrees and over culverts where additional width may be required but in any event not to exceed twenty (20) feet in width. Skidder/Forwarder roads shall be unpaved roads constructed of gravel and/or parent soil materials that are passable by logging machinery such as but not limited to skidders and/or forwarders used to transport forest products to portions of the Premises that are accessible to log trucks and/or tractor trailer trucks. Skidder/Forwarder roads shall have a general travel surface that is minimized and, in any event, does not exceed twelve (12) feet in width except at turns or corners that exceed 30 degrees and over culverts where additional width may be required but in any event not to exceed sixteen (16) feet in width.

Notice and Approval under the Provisions of Exhibit B

Any written notice, review, or approval required hereunder shall be as provided in Section II.E (Notice and Approvals) of this Conservation Restriction.

**SELECT BOARD MEETING MINUTES
MONDAY, MAY 22, 2023
UN-APPROVED**

SB Members Present: John Reilly, Chair; Rebecca H. Pine, Vice Chair; Matthew F. Pisani, Clerk; Peter Cunningham; Alison S. Manugian

SB Members Absent: None

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Nik Gualco, Conservation Commission Administrator; Police Chief Luth, Olin Lathrop, Conservation Commission Member; Anne Gagnon, Department of Fish and Game Land Agent; Tom Orcutt, Water Superintendent

Mr. Reilly called the meeting to order at 7:00 PM and reviewed the agenda.

ANNOUNCEMENTS

Ms. Pine reminded everyone that the election for local offices would be Tuesday, May 23, 2023. The polls will be open from 7:00 a.m. to 8:00 p.m.

Mr. Cunningham reminded everyone that the Memorial Day Parade will be held on Monday, May 29th, at 9:00 a.m., starting at the American Legion Common.

PUBLIC COMMENTS

Mr. Phil Francisco shared the passing of Rick Hoyt earlier that day. He explained that Mr. Hoyt participated in many Boston Marathons, being pushed in his wheelchair by his father, Dick Hoyt. Mr. Hoyt also participated in many of Groton's Road Races.

Mr. Francisco announced that the second seminar of the Sustainability Commission will be held at the Groton Center on Thursday, May 25th, at 7:00 p.m. and broadcast live on the Groton Channel. The Commission will discuss various ways to enhance overall efficiency within households.

TOWN MANAGERS REPORT

1. Consider Ratifying the Town Manager's Appointment of Brian Underhill as a Police Officer in the Groton Police Department

Mr. Haddad said the Police Chief had requested that he appoint Mr. Brian Underhill as a Police Officer for the Groton Police Department. Mr. Haddad said to appoint a Police Officer is an honor and a privilege. Mr. Haddad read aloud a letter of recommendation from Chief Luth into the record. Mr. Haddad said this appointment would fill a vacancy caused by the resignation of Matthew Beal (who left to join the Massachusetts State Police). Chief Luth said everyone is very impressed by Mr. Underhill. The members of the Police Department are all in support of Mr. Underhill.

Mr. Cunningham made a motion to ratify the Town Manager's appointment of Brian Underhill as a Police Officer for the Groton Police Department. Mr. Pisani seconded the motion. The vote carried unanimously.

2. Consider Accepting the Town Manager's Nomination and Appoint Tom Montilli to the Trails Committee

Ms. Pine made a motion to accept the Town Manager's nomination and appoint Tom Montilli to the Trails Committee with a term to expire on June 30, 2024. Ms. Manugian seconded the motion. The vote carried Unanimously.

3. Authorize the Town Manager to sign BESS Use Agreement for the Florence Roche Elementary School

Mr. Haddad said that during the design development of the new Florence Roche Elementary School, the Groton Electric Light Department asked the Building Committee to approve installing a Battery Energy Storage System (BESS) at the site. A BESS is a type of energy system that uses batteries to store and distribute energy in the form of electricity. GELD will use the BESS when it is needed during peak periods. The BESS will also serve as the emergency generator at the School. Mr. Haddad and Town Counsel negotiated a Use Agreement with GELD to install the BESS on Town/School grounds, which was provided to the Board for review. Ms. Pine expressed her concern about vehicles and bicycles driving over the track due to wording in the Agreement. In response, Mr. Haddad presented a copy of the BESS's location and reassured the Board that there would be no need to access the track for maintenance purposes. Instead, the maintenance road would be accessible through the main route at the school. Mr. Haddad explained that the BESS would be tested weekly.

Mr. Haddad respectfully requested that the Select Board approve the BESS Use Agreement and authorize the Town Manager to sign it.

Ms. Pine made a motion to approve the BESS Use Agreement and authorize the Town Manager to sign the Agreement for the Florence Roche Elementary School. Ms. Manugian seconded the motion. The vote carried Unanimously.

4. Update from the Town Manager on Solutions to Deal with PFAS at the Groton Dunstable Regional High School

Mr. Haddad said Officials from Groton, Dunstable, and Pepperell met that week to continue the discussion on providing clean, potable drinking water at the Groton Dunstable Regional High School to replace the private well on-site that's contaminated by PFAS. Mr. Haddad said it was a very productive meeting and they are still reconsidering the Regional Solution to resolve the PFAS issue at the Groton Dunstable Regional High School (in an effort to save taxpayers money).

Environmental Partners is contacting the State Regulators to define specific permits required and the established regulatory timelines for Alternate #1 (Tri-Town Plan). They are also contacting DEP-Boston on the specifics of Emergency SRF Funding. Environmental Partners will conduct value engineering for Alternative #2 (Groton option) to see where potential savings could be considered. Mr. Haddad said the Town of Groton is completing a Mass Works Grant application for up to the maximum of \$2M in funding for Alternative #2. Environmental Partners is contacting the DEP and DCR to set the Regional and Groton solutions timelines. They hope to gather information within two weeks. Mr. Haddad said they would return to Town Meeting before making any financial expenditures.

5. Consider Adopting a Resolution Supporting the Outdoor Fitness Court as Part of the 2023 National Fitness Campaign

Mr. Haddad said the Town had received a \$50,000 grant from the National Fitness Campaign to install an outdoor fitness court on the former GEMs property that abuts the Groton Center in West Groton. He said the Town would use these grant funds, as well as apply for a CPA Grant in the amount of \$170,000 to complete the project. One of the requirements of the Grant is to have the Select Board adopt a resolution for this purpose. Mr. Haddad provided the Select Board with the draft Resolution to review.

Ms. Pine moved to Adopt a Resolution Supporting the Outdoor Fitness Court and to authorize the Select Board Chair to sign the Resolution. Mr. Pisani seconded the motion. The vote carried unanimously.

6. Update on Select Board Meeting Schedule Through 2023 Spring Labor Day

Monday, May 29, 2023	No Meeting - (Memorial Day Holiday)
Monday, June 5, 2023	-Consider Annual Appointments of the Town Manager
Monday, June 12, 2023	-Consider Annual Appointments of the Select Board
	-Annual Reorganization of the Select Board
Monday, June 19, 2023	No Meeting (Juneteenth Holiday)
Monday, June 26, 2023	Regularly Scheduled Meeting
	Discuss Fall Town Meeting
Monday, July 3, 2023	No Meeting (July 4th Holiday)
Monday, July 10, 2023	-Meet in Joint Session with the Finance Committee to
	Approved FY 2023 Line-Item Transfers
	-Set the Date and Open the Warrant for the 2023 Fall Town
	Meeting
Monday, July 17, 2023	Regularly Scheduled Meeting
Monday, July 24, 2023	No Meeting
Monday, July 31, 2023	Regularly Scheduled Meeting
Monday, August 7, 2023	No Meeting
Monday, August 14, 2023	Regularly Scheduled Meeting
Monday, August 21, 2023	No Meeting
Monday, August 28, 2023	Regularly Scheduled Meeting
Monday, September 4, 2023	No Meeting (Labor Day Holiday)
Monday, September 11, 2023,	Regularly Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. Consider Appointing Veronica O'Donnell as an Associate Member of the Zoning Board of Appeals

Mr. Cunningham made a motion to appoint Veronica O'Donnell as an Associate Member of the Zoning Board of Appeals, with the term to expire on June 30, 2024. Ms. Pine seconded the motion. The vote carried unanimously.

2. Discussion and Possible Votes on Various Conservation Restrictions and Article 97 Legislation as Approved by the 2023 Spring Town Meeting

Nik Gualco, Conservation Administrator, was in attendance for the discussion. Mr. Haddad said the 2023 Town Meeting authorized the Select Board to approve various property conservation restrictions. The discussion also included the sale of the Conservation Restriction to the Department of Fisheries and Wildlife on the Brownloaf Property. During the last meeting, Mr. Gualco informed the Board that the appraisal had been completed, and the Select Board had been offered \$103,000 for the conservation restriction on the Brownloaf Property. Mr. Haddad provided the Board with the terms and conditions for their review and the necessary votes that need to be taken on the various restrictions.

Mr. Gualco said were three discussion points and what could be accomplished that evening:

- Approve the granting of various conservation restrictions on both the Casella LAND grant parcel and the other various properties under Article 21 at the Town Meeting
- To authorize the Town Conservation Administrator, Town Manager, and Town Counsel to work with the Department of Fish and Game to draft and file Article 97 legislation to authorize the grant of conservation restrictions over Town-owned land to the Department of Fish and Game
- The Board entering an option with the Department of Fish and Game to grant a CR over the Brownloaf Property for the sum of \$103,000 and authorize the Town Conservation Administrator and Town Manager to sign any necessary documents to carry out the sale

Ms. Anne Gagnon, from the Department of Fish and Game Land Agent, was in attendance to answer any questions. During the discussion about the Conservation Restrictions, Mr. Cunningham said he did not favor the terms of the CR, particularly on the Brownloaf Property, to foot traffic only. Mr. Cunningham does not support the exclusion of bicycle and equestrian use; he does not think it would be appropriate to exclude this. Mr. Cunningham said they would need additional time to sort out the terms. He does not believe it is in the spirit of other conservation restrictions in Town. Mr. Cunningham was also uncomfortable with the pressure to sell the Brownloaf restriction before June 30th to avoid financial loss. Mr. Cunningham said he supported the big picture; it was the terms of the Conservation Restriction that he disagreed with on that particular parcel. Mr. Cunningham said he would be happy to work with Ms. Gagnon.

Ms. Gagnon said her Department was considering the conservation restriction because the Town received a land grant for the Casella property. The state said it couldn't give the town money until CRs on other properties were straightened out. There were properties that CPA money was used to buy, but the town didn't get a CR on those parcels. Ms. Gagnon said that is a way of forcing towns to comply. Ms. Pine noted that some of the properties have power line rights-of-way. Ms. Gagnon said the electric company has control of the power lines and Fish and Game can't restrict this use under the power lines. Ms. Pine stated she did not want to put \$103,000 at risk. She said they should approve the sale of the Restriction and continue working on the CR's terms. Mr. Pisani said he was concerned about putting \$103,000 in jeopardy and believes it's a disservice to the citizens in the town for a couple of trials.

Mr. Easom, a former member of the Trails Committee and current member of the Conservation Commission, stated that passing this opportunity up would be a huge mistake.

Ms. Pine was eager to proceed with taking action on the votes.

Mr. Cunningham moved that the Board approve the grant of Conservation Restrictions to the Groton Conservation Trust over the Casella Preserve, the Priest Family Conservation Area and the Patricia Hallet Conservation Area properties and approve the grant of Conservation Restrictions to the Department of Fish and Game over the Baddacook Pond East Shore, Unkety Well Site, Fuccillo Land, Torrey Woods Conservation Area, Hawtree Conservation Area, Floyd Conservation Area, Harrison Ripley Forest, Sawtell Conservation Area, Groton Hills Conservation Area, and Heron Ridge Conservation Area as described in the April 29, 2023 Town Meeting Warrant Articles 20, 21, and 22, and authorize the Chair to execute certificates of approval for this vote. Ms. Pine seconded the motion. The motion carried unanimously.

Ms. Pine moved that the Board authorize the Town Conservation Administrator, Town Manager, and Town Counsel to work with the Department of Fish and Game to draft and file Article 97 legislation to authorize the grant of conservation restrictions over Town-owned land to the Department of Fish and Game. Mr. Cunningham seconded the motion. The motion carried unanimously.

Mr. Haddad suggested to the Select Board to table the Brownloaf Property until the June 5th meeting so Mr. Gualco can return to the Department of Fisheries and Wildlife to discuss and negotiate the CR to not prohibit the passive recreation for equestrians and bicyclists on the Brownloaf Property.

3. Approve Common Victualler License for Esquared Hospitality Ventures, LLC, Located at 491 Main Street, Unit E.

Ms. Pine moved to approve the Common Victualler License for Esquared Hospitality Ventures, LLC, located at 491 Main Street, Unit E. Mr. Cunningham seconded the motion. The motion carried unanimously.

4. Approve Common Victualler License for 786 Mobil Mart Inc, Located at 6 Boston Road

Ms. Pine moved to approve the Common Victualler License for 786 Mobil Mart, Inc, located at 6 Boston Road. Mr. Cunningham seconded the motion. The motion carried unanimously.

5. Consider Approving a One Day Wine and Malt Beverage License for the Friends of Prescott for an Open Mic Night at the Prescott School on Friday, June 9, 2023 from 6:30 p.m. to 9:30 p.m.

Mr. Cunningham made a motion to approve the One Day Wine and Malt Beverage License for the Friends of Prescott on Friday, June 9, 2023 from 6:30 p.m. to 9:30 p.m. Ms. Manugian seconded the motion. The motion carried unanimously.

OTHER BUSINESS

ON-GOING ISSUES

- A. Water Department- Manganese Issue –Mr. Haddad said the construction of the Whitney Well Site is nearing completion. Additionally, the treatment plant is expected to be ready by fall.
- C. Green Communities Application and Implementation- Mr. Haddad said all the projects are finished, and they would be applying in the fall for the next round of funding.
- D. Florence Roche Elementary School Project- A letter was written by Mr. Cunningham and sent to all communities impacted by the additional funding due to Covid related increases in school construction projects. Mr. Haddad hoped these communities would lobby their legislators to get the House/Senate Conference Committee to include the \$200M in the final State Budget. Mr. Haddad thanked Mr. Cunningham for his efforts.
- E. ARPA Funding- Ms. Pine wanted to ensure the Town is prepared to spend any unused ARPA funding.

Ms. Manugian asked Mr. Haddad for an update on Broadmeadow. Mr. Haddad explained that Broadmeadow is currently on hold. He said there aren't any funds to implement any events.

Approval of Minutes from May 15, 2023

Ms. Pine made a motion to approve the minutes of the regularly scheduled meeting from May 15, 2023 as presented. Mr. Pisani seconded the motion. The motion was carried by a majority vote, 4 in Favor, 1 Abstain- Manugian.

The meeting was adjourned at 8:25 p.m.

Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager