TOWN OF GROTON

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

Town Manager
Mark W. Haddad

Select Board

Peter S. Cunningham, *Chair*
Rebecca H. Pine, *Vice Chair*
Nicholas J. Degaitas, Jr., *Clerk*
John F. Reilly, *Member*
Matthew F. Pisani, *Member*

SELECT BOARD MEETING
MONDAY, NOVEMBER 23, 2026
AGENDA
SELECT BOARD MEETING ROOM
2nd FLOOR
GROTON TOWN HALL

6:00 P.M. Announcements and Review Agenda for the Public

6:05 P.M. Public Comment Period – Zoom ID (Public Comment Only) – 883 3201 7303 Passcode - 596394

I. **6:06 P.M** Town Manager's Report

1. Holiday Hours
2. DPW Director Brian Callahan – Update on Island Road Culvert Replacement Project and Consider Amending the Winter Parking Ban
3. Fiscal Year 2028 Budget Update
4. Update on Select Board Meeting Schedule through the End of the Year

II. **6:10 P.M.** Items for Select Board Consideration and Action

1. Discussion/Decision – Notification of Right of First Refusal – Gilson Property – Worthen Drive
2. Consider Appointing Naomi Siok to the Diversity, Equity and Inclusion Committee
3. Consider Approving a One Day Wine and Malt Beverage License for the Friends of Prescott Open Mic Night to be held on Friday, December 11, 2026 from 6:30 p.m. to 9:30 p.m.

OTHER BUSINESS -

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

A. PFAS Issue
B. UMass Satellite Emergency Facility
C. Fire Department Staffing
D. West Groton Dam Removal
E. Main Street Study
F. Flock Cameras

SELECT BOARD LIAISON REPORTS

III. **Minutes:** Regularly Scheduled Meeting of November 16, 2026

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: ***November 23, 2026***

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 is nothing specifically scheduled on Monday's Agenda.

1. Please note the following Town Hall and Transfer Station Holiday Hours:

	Town Hall	Transfer Station
Wednesday, November 25, 2026	Closes at 1:00 P.M.	Open Regular Hours
Thursday, November 26, 2026	Closed (Thanksgiving)	Closed (Thanksgiving)
Friday, November 27, 2026	Closed*	Open Regular Hours
Thursday, December 24, 2026	Closes at 12:00 P.M.	Closes at 12:00 P.M.
Friday, December 25, 2026	Closed (Christmas)	Closed (Christmas)
Saturday, December 26, 2026	Closed	Open Regular Hours
Monday, December 28, 2026	Closed**	Closed
Tuesday, December 29, 2026	Closed**	Closed
Wednesday, December 30, 2026	Closed**	Open Regular Hours
Thursday, December 31, 2026	Closed**	Closes at 12:00 P.M.
Friday, January 1, 2027	Closed (New Year's Day)	Closed (New Year's Day)
Saturday, January 2, 2027	Closed	Open Regular Hours
Monday, January 4, 2027	Open Regular Hours	Open Regular Hours

*Town Hall is closed. Employees can either take personal time or vacation time or work remotely.
**Town Hall is closed to the public for the week as many employees will be off on vacation/personal time. Employees not taking earned leave can either work at Town Hall or work remotely.

The Library and Council on Aging will provide their holiday hours separately. The Town Hall hours cover employees at the Cable Department and the administrative assistants of the DPW, Police Department and Fire Department.

2. DPW Director Brian Callahan will attend Monday night's meeting to update the Board on the status of the Island Road Culvert Replacement project. The Town has been working with the Commonwealth on the potential replacement/repair of the culvert and there has been some recent movement that Brian would like to bring to the Board's attention. In addition, both Brian and the Police Department would like to amend the Winter Parking Ban, which runs from November 15th through April 15th. The current Ban reads as follows:

   Traffic Rules and Regulations - Section 266-14

   It shall be unlawful for the driver of any vehicle, other than one acting in an emergency, to park said vehicle on any street for a period of time longer than one hour between the hours of 1:00 a.m. and 6:00 a.m. of any day.

   The DPW and Police Department would like to revise this Section to read as follows:

   It shall be unlawful for the driver of any vehicle, other than one acting in an emergency, to park said vehicle on any street 24 hours prior to a forecasted weather event and for 24 hours following the conclusion of said weather event.

   This would allow the Town to better deal with storm emergencies. We can discuss this in more detail at Monday's meeting.

3. With regard to the FY 2028 Budget, now that the tax rate has been set, I have updated the preliminary projections for FY 28. Enclosed with this Report is an updated summary that I would like to take few minutes reviewing with the Board at Monday's meeting.

4. Please see the update to the Meeting Schedule that will take the Board through the end of the year:

Monday, November 30, 2026 -	No Meeting
Monday, December 7, 2026 -	Regularly Scheduled Meeting
Monday, December 14, 2026 -	Regularly Scheduled Meeting
Monday, December 21, 2026 -	Regularly Scheduled Meeting
Monday, December 28, 2026 -	No Meeting (Christmas Holiday)
Monday, January 4, 2027 -	No Meeting (New Years' Holiday)
Monday, January 11, 2027 -	Regularly Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. Enclosed with this Report is notification to the Town of the intent to sell land classified under Chapter 61 located on Worthen Drive and Dale Lane. The Town has 120 days from August 27th to exercise its right of first refusal (December 27th). Representatives from the Conservation Commission will attend Monday's meeting to update the Board on their position on the property. We can discuss this in more detail at Monday's meeting.

3. The Diversity, Equity and Inclusion Committee has requested that the Board appoint Naomi Siok to the Committee. I would respectfully request that the Board make this appointment at Monday's meeting.

4. I would respectfully request that the Board vote to approve a One Day Wine and Malt Beverage License for the Friends of Prescott Open Mic Night to be held on Friday, December 11, 2026 from 6:30 p.m. to 9:30 p.m.

MWH/rjb
enclosures

Town of Groton

Revised: 11/19/2026

Fiscal Year 2028 Preliminary Summary

FOR DISCUSSION PURPOSES ONLY - COMPARISON

Category	FY 2028 ORIGINAL	FY 2028 CURRENT	DIFFERENCE
Unexpended Levy Capacity	$ 37,714	$ 46,821	$ 9,107
Anticipated FY 2028 Levy Increase ($18 Million in New Growth)	$ 1,302,821	$ 1,303,566	$ 745
Anticipated FY 2028 Local Receipts Increase	$ -	$ -	$ -
Anticipated FY 2028 State Aid Increase (2.5% Estimated Increase)	$ 31,690	$ 31,690	$ -
Available New Revenue for Fiscal Year 2028	**$ 1,372,225**	**$ 1,382,077**	$ 9,852
Initial Set Aside for Municipal Budget (40%)	**$ 548,890**	**$ 552,831**	$ 3,941
Initial Set Aside for GDRSD Operational Assessment (60%)	**$ 823,335**	**$ 829,246**	$ 5,911
Anticipated Increase in GDRSD Assessment (9.89% Increase)	**$ 2,721,757**	**$ 2,914,927**	**$ 193,170**
Anticipated Increases in Municipal Budget			
Salaries/Wages - All Union Contracts Call for 3% COLA	$ 293,877	$ 293,877	$ -
Pension - (Estimated Increase of 6.54%)	$ 132,115	$ 132,115	$ -
Health Insurance - (Estimated Increase of 10%)	$ 184,578	$ 184,578	$ -
Anticipated Increase Patriot RECC - Communications Budget	$ 180,000	$ 180,000	$ -
Anticipated Increase in Nashoba Tech (2½% Increase)	$ 23,490	$ 23,490	$ -
Total	**$ 814,060**	**$ 814,060**	$ -
Anticipated FY 2027 Preliminary Surplus(Deficit)	**$ (2,163,592)**	**$ (2,346,910)**	**$ (183,318)**

CORNELIUS F. SULLIVAN, PC

ATTORNEY AT LAW

491 MAIN STREET, SUITE D, P.O. BOX 731, GROTON, MA 01450 TEL. 978-448-5200 FAX 978-448-5201

E-MAIL: CONNIE@SULLIVANLAWGROTON.COM

ALSO ADMITTED IN NEW HAMPSHIRE

August 27, 2026

Groton Board of Selectmen
c/o Town Clerk
Town Hall
173 Main Street
Groton, MA 01450
Certified Mail, Return Receipt No. 9589-0710-5270-1498-8085-02

Groton Planning Board
Town Hall
173 Main Street
Groton, MA 01450
Certified Mail, Return Receipt No. 9589-0710-5270-1498-8085-19

Groton Conservation Commission
Town Hall
173 Main Street
Groton, MA 01450
Certified Mail, Return Receipt No. 9589-0710-5270-1498-8085-33

Groton Board of Assessors
Town Hall
173 Main Street
Groton, MA 01450
Certified Mail, Return Receipt No. 9589-0710-5270-1498-8085-40

Commissioner Nicole Lachapelle
Department of Conservation and Recreation
Executive Office of Energy & Environmental Affairs
10 Park Plaza, Suite 6620
Boston, MA 02116
Certified Mail, Return Receipt No. 9589-0710-5270-1498-8085-58

RE: Notice of Intent to Sell/Convey Land
Classified Under Chapter 61

Dear Messieurs and Mesdames:

Jodie M. Gilson is the owner of the property on Worthen Drive and Dale Lane in Groton, Massachusetts shown on Groton Assessors' Map 221, as Parcels 14, 14.2 and 14.3 (hereinafter also referred to as the "property") and I am the acting agent for Jodie M. Gilson relative to this Notice of Intent to sell/convey said property, which is classified under M.G.L. Chapter 61A.

Jodie M. Gilson's mailing address is 5 Summit Avenue, Ayer, Massachusetts 01432 and Jodie M. Gilson may be contacted by telephone through my office at telephone number: (978) 448-5200.

The property is comprised of a portion of the land described as Tract I in a deed by David W. Gilson and Jodie M. Gilson to Jodie M. Gilson, said deed being dated May 12, 1999 and recorded with the Middlesex South District Registry of Deeds in Book 30314, Page 334. For title purposes, see also plan of land entitled "Land in Groton, Mass. Surveyed for B. B. & S. F. Hopkins, Scale: 1" = 100', August, 1968, by Charles A. Perkins Co. Inc., Civil Engineers & Surveyors, Clinton, Mass.", said plan being recorded with Middlesex South District Registry of Deeds as Plan No. 1006 of 1968. For title purposes, see also deeds recorded with Middlesex South District Registry of Deeds in Book 11565, Page 305, Book 15060, Page 089, Book 21629, Page 219, Book 21629, Page 221 and Book 21685, Page 385.

The property also is comprised of a portion of the land conveyed by Lester W. Berry aka Lester W. Berry, III and Philip D. Berry, as Trustees of the Chapel Hill Trust, u/d/t dated December 26, 1995 and recorded with Middlesex South District Registry of Deeds in Book 25923, Page 131, to Jodie M. Gilson, said deed being dated October 28, 2010 and recorded with Middlesex South District Registry of Deeds in Book 55769, Page 84. For title purposes, see also plan of land entitled "Plan of Land in Groton, Massachusetts, Date: May 20, 2010, Scale: 1 in. = 60 ft., prepared for Chapel Hill Trust, Worthen Drive, Groton, MA, by Ducharme & Dillis Civil Design Group, Inc.", said plan being recorded with Middlesex South District Registry of Deeds as Plan No. 762 of 2010.

The property is subject to a tax lien pursuant to M.G.L. Chapter 61A, which is dated June 30, 1983 and recorded with Middlesex South District Registry of Deeds in Book 15103, Page 561.

Jodie M. Gilson's property was subdivided to create two buildable lots, namely Parcels 14.2 and 14.3, also shown as Lots 1 and 2 on an ANR dated February 26, 2024 and recorded with Middlesex South District Registry of Deeds a Plan No. 172 of 2024.

Access to Lots 1 and 2 from Worthen Drive is by an easement over Parcel 14, which is shown on a plan of land entitled "Easement Plan, Groton, Massachusetts, Date: Jan 30, 2024, Scale: 1 in. = 60 ft., Prepared for: Jodie M. Gilson, P.O. Box 1007, Groton, MA, Dillis & Roy Civil Design Group", said plan being recorded with Middlesex South District Registry of Deeds as Plan No. 164 of 2024.

The easement providing access to Lots 1 and 2 from Worthen Drive was approved as a shared

driveway by the Planning Board by the granting of a Special Permit dated February 3, 2026 and recorded with Middlesex South District Registry of Deeds in Book 85317, Page 524.

The sale/conveyance of the aforementioned property by Jodie Gilson to William H. Sullivan, Jr. is being made pursuant to the terms of a "Settlement Agreement and Release" dated December 5, 2022 between Jodie M. Gilson and William H. Sullivan, Jr. to settle all claims and counterclaims arising out of a lawsuit that was filed with the Middlesex Superior Court, as Civil Action, Docket No. 1781CV00381. In lieu of the sale/conveyance of the aforementioned property to William H. Sullivan, Jr., the payment of $550,000.00 to William H. Sullivan, Jr. shall constitute a full and complete settlement of William H. Sullivan, Jr.'s claims as set forth in said civil action, except as to those claims which shall survive pursuant to the terms of the Parties' aforementioned Settlement Agreement and Release.

Enclosed with this letter for your reference are copies of the aforementioned deeds recorded in Book 30314, Page 334 and in Book 55769, Page 84, the aforementioned plans recorded as Plan No. 172 of 2024 and as Plan No. 164 of 2024, the aforementioned Chapter 61A tax lien recorded in Book 15103, Page 561, the pertinent portion of Groton Assessors' Map 221 and the aforementioned Settlement Agreement and Release.

The purpose of this letter is to give you notice, pursuant to Massachusetts General Laws, Chapter 61A, Section 14, that Jodie M. Gilson intends to sell/convey to William H. Sullivan, Jr. the aforementioned Lots 1 and 2 together with the easement and permit for a shared driveway providing Lots 1 and 2 with access to Worthen Drive and that William H. Sullivan, Jr. intends to build single family homes on Lots 1 and 2. Enclosed with this letter you will find a certified copy of the executed Purchase and Sale Agreement dated and signed by Jodie M. Gilson and William H. Sullivan, Jr. on August 26, 2026 and amended on August 26, 2026 so as to extend the closing date for the aforementioned sale/conveyance to December 29, 2026.

Pursuant to Massachusetts General Laws, Chapter 61A, Section 14, the Town of Groton shall have 120 days after August 27, 2026 to exercise its right of first option to purchase the aforementioned property of Jodie M. Gilson on Worthen Drive and Dale Lane in Groton, Massachusetts for a price of $550,000.00, which would be payable to Jodie M. Gilson and which pursuant to Paragraph 10 of the aforementioned Settlement Agreement and Release of the Parties would then be issued by the Town of Groton directly to William H. Sullivan, Jr.

If you have any questions concerning the sale/conveyance of the aforementioned property, please do not hesitate to contact me.

Also, please extend me the courtesy by notifying me if the Town of Groton should decide **not** to exercise its right of first option to purchase the aforementioned property of Jodie M. Gilson prior to the expiration of the 120 day period provided by Massachusetts General Laws, Chapter 61A, Section 14.

Sincerely,
Cornelius F. Sullivan, Esquire

AFFIDAVIT

I, Cornelius F. Sullivan, as agent for Jodie M. Gilson, hereby certify that on August 27, 2026, I mailed a copy of the foregoing letter of intent to sell/convey, by certified mail, to the Groton Board of Selectmen, the Groton Planning Board, the Groton Conservation Commission, the Groton Board of Assessors and Commissioner Nicole Lachapelle of the Department of Conservation and Recreation.

Signed under the pains and penalties of perjury.

Dated: August 27, 2026

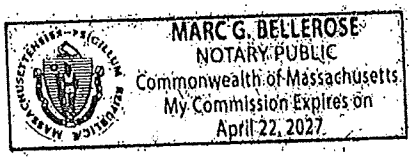
Cornelius F. Sullivan, Esquire

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27th day of August, 2026, before me, the undersigned notary public, personally appeared Attorney Cornelius F. Sullivan, who was personally known by me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Marc G. Bellerose
Notary Public
My commission expires:



QUITCLAIM DEED

DAVID W. GILSON and JODIE M. GILSON, both

of Groton, Middlesex County, Massachusetts,

for nominal consideration of less the One Hundred ($100.00) Dollars paid, and in consideration of the terms of a Separation Agreement signed by the parties dated March 2, 1999 and filed with the Middlesex Probate and Family Court, Docket No. 98D 4048,

grant to JODIE M. GILSON

of 221 Gay Road, Groton, MA 01450

WITH QUITCLAIM COVENANTS

Property Address: Old Ayer Road and Dale Lane, Groton, MA

TRACT I

All our right, title and interest in and to the land in said Groton, in the southerly part thereof and on the easterly side of the road from Groton to Ayer, and bounded and described as follows;

BEGINNING at a cement bound on the southerly side of Dale Lane; thence running

S 7-05-50 W one hundred forty-eight and 27/100(148.27) feet to a stone wall by land of L.W. & L.H. Berry, Jr. to a drill hole at the corner of stone walls; thence running

S 74-42-00 E two hundred thirteen and 68/100 (213.68) feet by a stone wall by said Berry land to a point in said wall; thence running

S 75 11 20 E one hundred ninety-five and 41/100 (195.41) feet by said wall by said Berry land to a point in said wall; thence running

S 75-00-20 E one hundred ninety-one and 80/100 (191.80) feet by said wall by said Berry land to a point in said wall; thence running

S 74-48-50 E five hundred three and 36/100 (503.36) feet by said wall by said Berry land to a drill hole at the corner of stone walls; thence running

N 14-58-50 E one hundred seventy three and 21/100 (173.21) feet by a stone wall by said Berry land to a point in said wall; thence running

N 15-30-10 E one hundred twenty-three and 35/100 (123.35) feet by said wall by said Berry land to a point in said wall; thence running

N 14-14-00 E two hundred twenty-five and 30/100 (225.30) feet by said wall by said Berry land to a cement bound at the corner of stone walls; thence running

S 75-38-40 E one hundred fourteen and 13/100 (114.13) feet by a stone wall by land of A.E. Edwardson et al to a point in said wall; thence running

S 79-36-50 E six hundred twenty-four and 14/100 (624.14) feet by said wall by said Edwardson land to an iron pipe at common corner of said Edwardson land and land of F.L. & J.M. Reynolds; thence running

S 78-50-10 E five hundred seventy and 00/100 (570.00) feet by said Reynolds land to a cement bound at common corner of said Reynolds land and land of the Town of Groton; thence running

S 2-09-00 W three hundred forty-eight and 02/100 (348.02) feet by said Town land to a stone bound at corner of land of F.W. & E.K. Lewis; thence running

S 78-50-00 W one thousand five hundred forty-four and 19/100 (1,544.19) feet by said Lewis land to a stone bound in a stone wall; thence running

N 82-14-45 W one thousand twenty-four and 32/100 (1,024.32) feet by said Lewis land to a point at remaining land of Jay Zeamer et ux; thence running

N 1-57-50 E five hundred seventeen and 69/100 (517.69) feet by said remaining land of Jay Zeamer et ux to a point still at said remaining land of Jay Zeamer et ux; thence running

N 32-28-21 W two hundred eleven and 31/100 (211.30) feet by said remaining land of Jay Zeamer et ux to a point still at said remaining land of Jay Zeamer et ux and at the southerly side of said Dale Lane; thence running

S 89-16-40 E, one hundred seventy-five and 00/100 (175.00) feet by said Dale Lane to the point of beginning.

All as shown on a plan entitled "Land in Groton, Mass. surveyed for Jay & B.F. Zeamer," August 1968, Charles A. Perkins Co., Inc., Civil Engineers and Surveyors, Clinton, Mass., said plan being recorded with Middlesex South District Registry of Deeds, Book 11573, Page 324.

Being the same premises as described in a deed to David W. Gilson et al dated January 2, 1992, recorded in Book 21685, Page 385.

TRACT II

All our right, title and interest in a certain parcel of land situated in the southerly part of said Groton on the easterly side of the road from Groton Center to Ayer, and bounded:

BEGINNING at the northwesterly corner thereof at a stake and stones at the easterly side of the road at a lane leading to the house of Stedman Willard; thence

EASTERLY by the said land about 25 rods to a stake and stones at a corner; thence

SOUTHERLY about 8 rods to a corner of a wall; thence

EASTERLY as the wall now stands by land of Ephram Sawtelle about 60 rods to a corner of a wall; thence

NORTHERLY as the wall now stands by land of said Sawtelle about 20 rods to land of Joseph Moores; thence

EASTERLY by the land of said Moores as the wall and fence now stand about 80 rods to a stake and stones at land formerly of Sumner Boynton; thence

SOUTHERLY by land of said Boynton about 345 feet to land conveyed to Isaac C. Harriman to Arthur E. Sargent; thence

S 76-53 W about one thousand five hundred forty-one and 10/100 (1,541.10) feet by land named land to a corner; thence

N 84-27 W one thousand three hundred eighty-six and 70/100 (1,386.70) feet to a stone bound 60 feet from the easterly side of said road; thence

N 12-40 W one hundred four and 40/100 (104.40) feet to a bound; thence

S 71-35 W eighty (80) feet to said road; thence

NORTHERLY by said road six hundred nine and 50/100 (609.50) feet to the point of beginning.

Excepting from the above-described premises certain parcels of land conveyed to;

Richard K. Flagg et ux dated 8/27/53 recorded with said Registry at Book 8129, Page 191;

Elbert L. Tompkins, III et ux dated 11/22/68 recorded with said Registry at Book 11605, Page 711;

Bertrand B. Hopkins dated 8/30/68 and recorded with said Registry at Book 11565, Page 305;

Ruth Harriman and Richard K. Flagg dated 12/14/83 and recorded with said Registry at Book 15365, Page 397.

Containing 2.5 acres, more or less.

Being the same premises as described in a from Jay Zeamer and Barbara Zeamer to David W. Gilson et al dated June 7, 1984, recorded in Book 15639, Page 330.

Said property is conveyed subject to ~~an~~ any existing mortgage to First Pioneer Farm Credit.

WITNESS our hands and seals this 12th day of May, 1999.

Maureen C. Wheeler

DAVID W. GILSON

JODIE M. GILSON

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss Date: ~~May 12th 1999~~ 6/17/99

Then personally appeared the above-named David W. Gilson and acknowledged the foregoing instrument to be his free act and deed, before me

Maureen C. Wheeler
Notary Public

My commission expires: 9.1.2001

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss Date: May 12, 1999

Then personally appeared the above-named JODIE M. GILSON and acknowledged the foregoing instrument to be her free act and deed, before me

Notary Public

My commission expires: 2.2.2001

Middlesex South Registry of Deeds
Electronically Recorded Document

This is the first page of this document - Do not remove

Recording Information

Document Number	: 202040
Document Type	: DEED
Recorded Date	: November 05, 2010
Recorded Time	: 03:11:00 PM
Recorded Book and Page	: 55769 / 84
Number of Pages(including cover sheet)	: 2
Receipt Number	: 1187312
Recording Fee (including excise)	: $626.60

****
MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 11/05/2010 03:11 PM
Ctrl# 146956 07405 Doc# 00202040
Fee: $501.60 Cons: $110,000.00
****

Middlesex South Registry of Deeds
Eugene C. Brune, Register
208 Cambridge Street
Cambridge, Massachusetts 02141
617/679-6310

MASSACHUSETTS QUITCLAIM DEED

We, LESTER W. BERRY, a/k/a LESTER W. BERRY, III and PHILIP D. BERRY of 48 Main Street, Ayer, Middlesex County, Massachusetts as TRUSTEES of CHAPEL HILL TRUST, u/d/t dated December 26, 1995 recorded in Middlesex South District Registry of Deeds, Book 25923, Page 131, as amended, for consideration paid of ONE HUNDRED TEN THOUSAND ($110,000.00) DOLLARS

grant to JODIE M. GILSON of 20 Dale Lane, Groton, Massachusetts

WITH QUITCLAIM COVENANTS

Parcel A, Worthen Drive, Groton

The land on Chapel Hill located in the southeasterly part of the Town of Groton, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A situated on the southerly side of Dale Lane in the said Town of Groton shown on a plan of land entitled: "Plan of Land in Groton, Massachusetts" prepared for Chapel Hill Trust, Worthen Drive, Groton, MA, by Ducharme & Dillis, Engineers, Land Surveyors and Wetland Consultants of Bolton, Massachusetts; said plan recorded in Middlesex South District Registry of Deeds as Plan 762 of 2010. Reference may be had to said plan for a more particular description of the conveyed premises.

CONTAINING 257,025 plus or minus square feet of land according to said plan.

Being a portion of the premises described in the deed of Lester W. Berry, Jr. and Lucille W. Berry dated June 18, 1997 recorded in Middlesex South District Registry of Deeds, Book 27405, Page 8.

WITNESS our hands and seals this 28th day of October 2010

Lester W Berry Trustee — Philip D Berry Trustee

LESTER W. BERRY, a/k/a LESTER W. BERRY, III — PHILIP D. BERRY

COMMONWEALTH OF MASSACHUSETTS

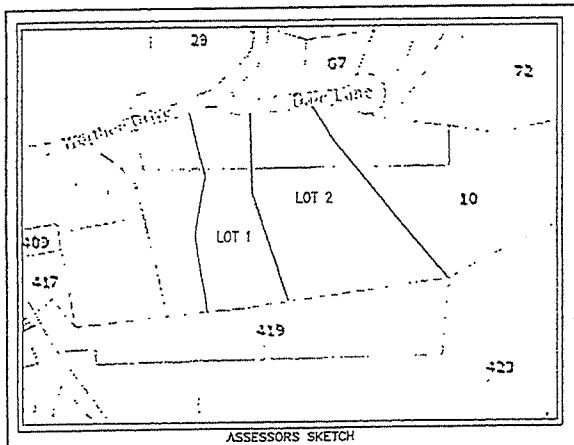
Middlesex: ss

On this 28th of October 2010, before the undersigned Notary Public personally appeared Lester W. Berry, a/k/a Lester W. Berry, III and Philip D. Berry as Trustees of Chapel Hill Trust, proved to me through satisfactory evidence of identification which was personal knowledge based on over thirty-five years of friendship, to be the persons whose names are signed on the preceding or attached document and said LESTER W. BERRY, a/k/a Lester W. Berry, III and PHILIP D. BERRY acknowledged to me that they signed the foregoing instrument voluntarily for its stated purpose.

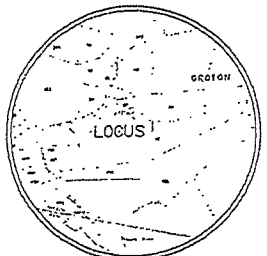
Charles P. Lessa, Notary Public

My commission expires: June 1, 2012

CHARLES P. LESSA NOTARY PUBLIC



ASSESSORS SKETCH
SCALE 1" = 200'



LOCUS
SCALE 1"=1000±'

WORTHEN DRIVE

DALE LANE

LOT 2
6.63± ACRES
UPLAND 80,150 S.F.
TOTAL FRONTAGE = 225.00
PROP. HSE No. 54

LOT 1
3.82± ACRES
UPLAND 89,250 S.F.
TOTAL FRONTAGE = 241.25
PROP. HSE No. 40

REMAINING LAND
6.3± ACRES
FRONTAGE = 376.31

PREPARED FOR:
JOSE M. OLSON
P.O.BOX 1007
GROTON, MA

DEED REFERENCES:
BK. 39214 PG. 324
BK. 56763 PG. 81
BK 69942 PG. 541

PLAN REFERENCES:
PLAN 650 OF 1901
PLAN 1005 OF 1903
PLAN 252 OF 2010
PLAN 544 OF 2012
PLAN 838 OF 2016

ASSESSORS MAP: 221 PARCEL: 14

ZONING DISTRICT: RA

THE INTENT OF THIS PLAN IS TO CREATE LOTS 1 & 2

THE LOTS SHOWN HEREON CONFORM TO 205-43 O A / A R K OF THE GROTON CODE

THIS ENDORSEMENT BY THE PLANNING BOARD DOES NOT CONSTITUTE A FINDING THAT ZONING REQUIREMENTS HAVE BEEN MET.

RESERVED FOR REGISTRY USE

Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. 172 of 2024
Rec'd 3-21 2024
at 11 H 46 M P M

Attest
Register

APPROVAL NOT REQUIRED UNDER THE SUBDIVISION CONTROL LAW
GROTON PLANNING BOARD

Taluski Tada, Town Planner

DATE: 3/26/2024

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

JAN 30, 2024
DATE

0 15 30 60 120 240
1 in. = 60 ft.

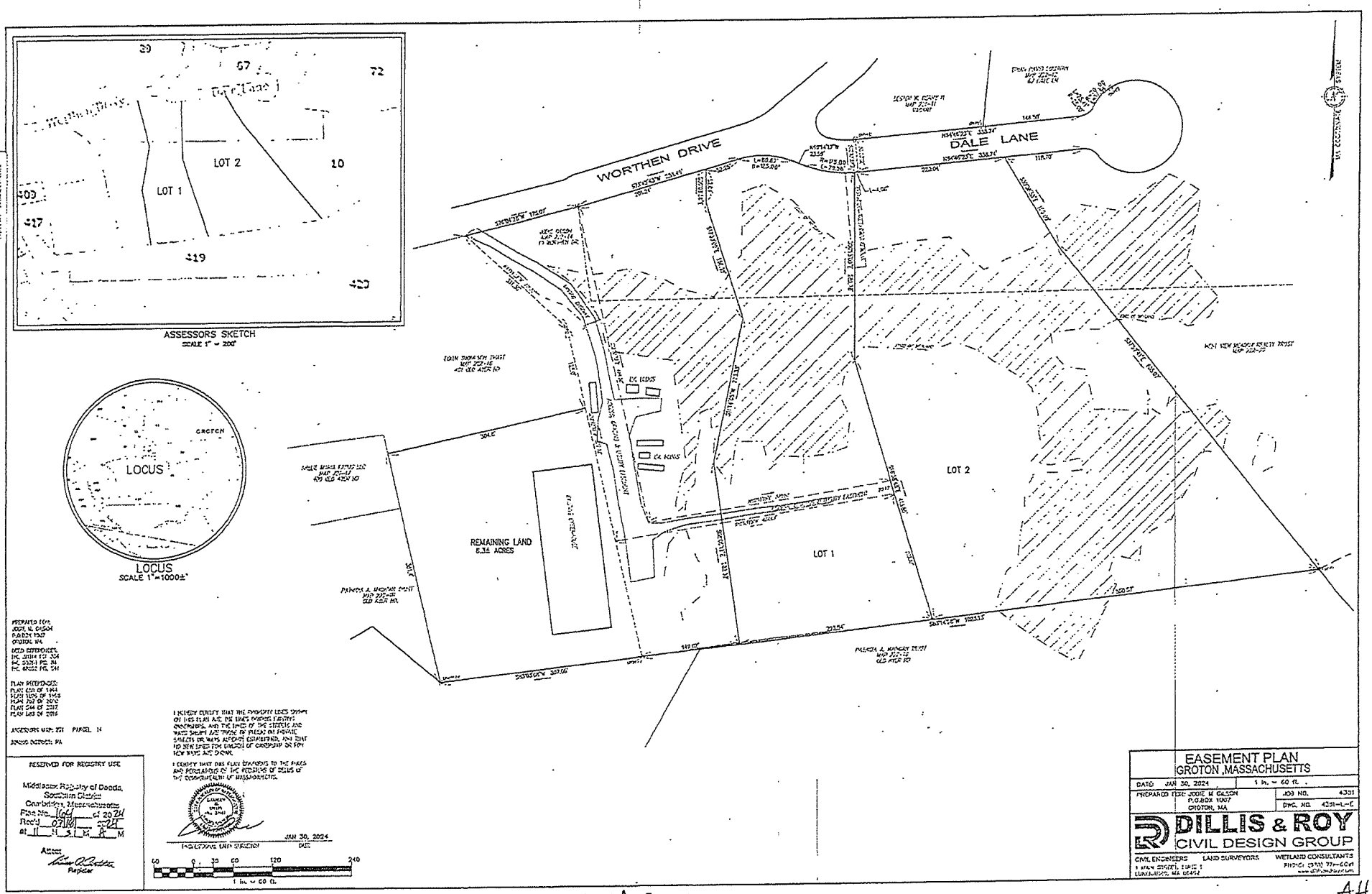
PLAN OF LAND IN
GROTON, MASSACHUSETTS

DATE: JAN 30, 2024 | 1 in. = 60 ft.
PREPARED FOR: JOSE M OLSON, P.O.BOX 1007, GROTON, MA | JOB NO. 4381 | DWG. NO. 4331-L-C

DILLIS & ROY
CIVIL DESIGN GROUP
CIVIL ENGINEERS LAND SURVEYORS WETLAND CONSULTANTS
1 MAIN STREET, SUITE 1
LUNENBURG, MA 01462
PHONE (978) 779-0041
www.dillisroy.com

172 of 2024

RP



164 of 2024

AH

R10 ✓ BK15103PG561

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form A/H 2

GROTON
Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS

AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN

The Board of Assessors of the city/town of GROTON, MASSACHUSETTS hereby state that it has accepted and approved the application of DAVID W. GILSON, HOWARD L GILSON, JR. AND BERNICE M. GILSON owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending June 30, 1984.

DESCRIPTION OF LAND

ASSESSORS LOT NO. T-32C, 32.15 ACRES DESCRIBED IN DEED AT BOOK 11565, PAGE 305 AND/DEED INSTRUMENT NO. 231-BOOK 15060, PAGE 89, RECORDED ON JUNE 14, 1983 EASTERLY OF, BUT NOT BOUNDED BY OLD AYER ROAD, GROTON, MASSACHUSETTS.

Statement made this 20TH day of JUNE, 1983.

Robert L. Gosselin
Maureen D. Lignelli
Bruce E. Cook
BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX ss. JUNE 20, 1983.

Then personally appeared ROBERT L. GOSSELIN a member of the Board of Assessors of the city/town of GROTON and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of GROTON

Before me, James S. Cullen
JAMES S. CULLEN Notary Public Justice of the Peace
MY COMMISSION EXPIRES 9/15/89

, 19 , at o'clock and minutes M.

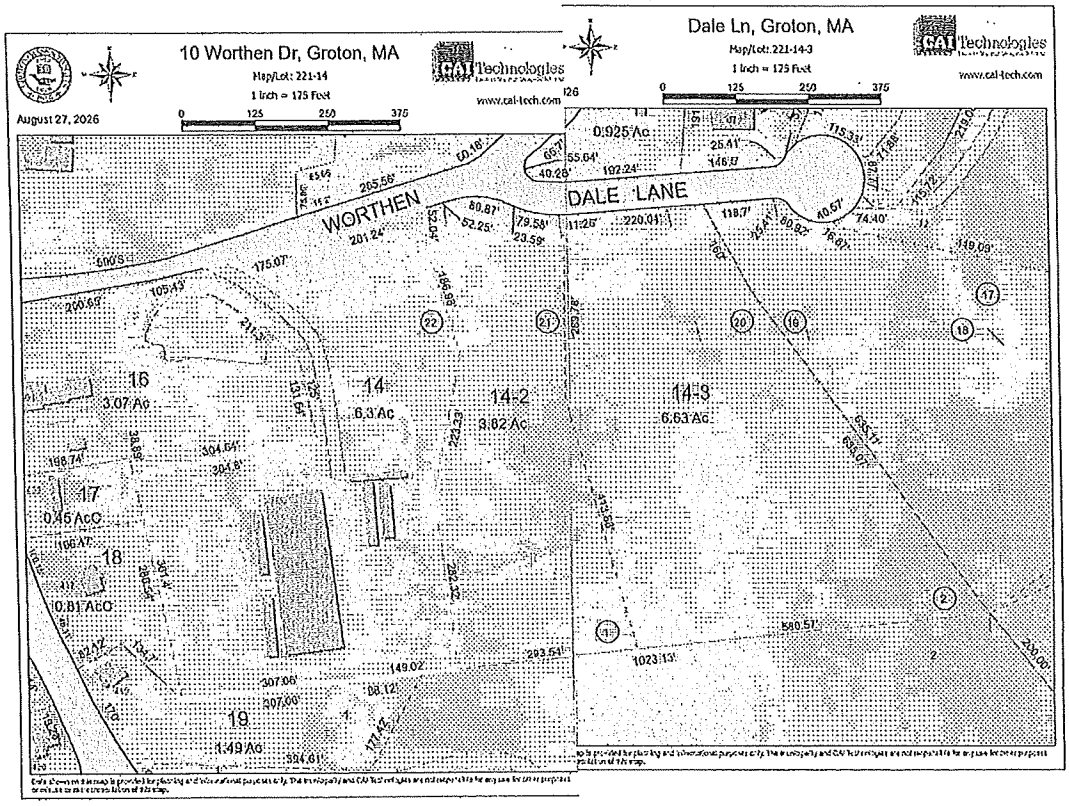
Received and entered with Registry of Deeds Registry District

Book , Page , Document No. Certificate of Title No.

Attest: Register

THIS FORM APPROVED BY COMMISSIONER OF CORPORATIONS AND TAXATION

FORM 60CA HOBBS & WARREN, INC., BOSTON, MASS. REVISED 1974


10 Worthen Dr, Groton, MA
Map/Lot: 221-14
1 Inch = 175 Feet
August 27, 2026
CAI Technologies
www.cai-tech.com
Dale Ln, Groton, MA
Map/Lot: 221-14-3
1 Inch = 175 Feet
WORTHEN
DALE LANE
16
3.07 Ac
17
0.46 Ac±
18
0.81 Ac±
19
1.49 Ac
14
6.3 Ac
14-2
3.82 Ac
14-3
6.63 Ac
0.925 Ac

SETTLEMENT AGREEMENT AND RELEASE

Now come Plaintiff William H. Sullivan, Jr. (hereinafter "Plaintiff") and Defendants Jodie M. Gilson, individually, and doing business as Gilson Greenhouses, and Nellie Maria Farm, LLC (hereinafter "Defendants"), collectively the "Parties", in Middlesex Superior Court Civil Action, Docket No: 1781CV00381 (the "Lawsuit") and agree to settle all claims and counterclaims in the Lawsuit on the terms and conditions set forth below:

WHEREAS, title to property located at 409 Old Ayer Road, Groton, Massachusetts described in a deed recorded with the Middlesex South District Registry of Deeds in Book 51676, Page 247 (hereinafter the "409 Old Ayer Road property") is held in the name of Nellie Maria Farm, LLC; and

WHEREAS, certain other property on Worthen Drive and Dale Lane, Groton, Massachusetts described in a deed recorded with the Middlesex South District Registry of Deeds in Book 55769, Page 85, exclusive of conveyances made to Edward M. Juskalian and Karen M. Juskalian by deed recorded with the Middlesex South District Registry of Deeds in Book 59950, Page 353 and to Edward M. Juskalian, Trustee of West View Meadow Realty Trust, by deed recorded with the Middlesex South District Registry of Deeds in Book 68092, Page 541, (hereinafter the "Worthen Drive and Dale Lane property") is held in the name of Jodie M. Gilson; and

WHEREAS, Plaintiff, as part of this settlement, is willing to release to Defendants any and all claims to the 409 Old Ayer Road property and release any and all claims to rents, both past and present, derived from tenants residing on said property; and

WHEREAS, Plaintiff, as part of this settlement, is willing to release Defendants from any and all claims of damages arising out of Jodie M. Gilson's conveyance of property on Dale Lane, Groton, Massachusetts to Edward M. Juskalian and Karen M. Juskalian by deed recorded with the Middlesex South District Registry of Deeds in Book 59950, Page 353 and to Edward M. Juskalian, Trustee of West View Meadow Realty Trust, by deed recorded with the Middlesex South District Registry of Deeds in Book 68092, Page 541; and

WHEREAS, Defendant Jodie M. Gilson, as part of this settlement, is willing to convey to Plaintiff all of the Worthen Drive and Dale Lane property, together with other abutting property to which said Defendant holds title in order to create Lots 1 and Lot 2 as reflected on a plan marked "For Review" and entitled "Plan of Land in Groton Massachusetts, Dated: Feb 12, 2020, Scale: 1 in. = 60 ft., Job No. 4381, prepared by Dillis & Roy Civil Design Group," (hereinafter the "Plan"), together with an easement to access said lots from Worthen Drive over other abutting land of said Defendant Jodie M. Gilson, all as substantially shown on said Plan; and

WHEREAS, the Parties acknowledge that the property, which Defendant Jodie M. Gilson is willing to convey to Plaintiff, as part of this settlement, is subject to the provisions of M.G.L. c.61A, which gives the Town of Groton a first option to purchase said property; and

WHEREAS, the Parties acknowledge that no deep hole and perc tests have been

performed to determine whether septic systems satisfying the criteria of Title 5 are capable of being installed on Lots 1 and 2 as reflected on said Plan and that any such deep hole and perc tests will need to be approved by the Groton Board of Health; and

WHEREAS, the Parties acknowledge that there are wetlands on Lots 1 and 2 as reflected on said Plan, which impede driveway access between the road frontage on Worthen Drive and Dale Lane and the buildable upland portions of said Lots 1 and 2, and that in order to avoid crossing those wetlands, a driveway easement over other abutting land of Defendant Jodie M. Gilson is necessary, and further that any such driveway easement would require the approval of a Special Permit for a common drive by the Groton Planning Board; and

WHEREAS, the Parties acknowledge that the property, which Defendant Jodie M. Gilson is willing to convey to Plaintiff, as part of this settlement, is located in an Area of Critical Environmental Concern (ACEC) and that a determination will need to be made as to whether there are any endangered species or endangered species habit on said property and if so, whether the same will impede the creation of the two buildable lots as reflected on said Plan.

NOW THEREFORE in consideration of the mutual covenants and promises of the Parties and other valuable consideration, the sufficiency of which the Parties hereto acknowledge, the Parties agree as follows:

1. The Plaintiff shall release to Defendants any and all claims to the 409 Old Ayer Road property and in addition shall release any and all claims to rents, both past and present, derived from tenants residing on said property and that such releases shall be made simultaneously with the conveyance of land and grant of a driveway easement to be made by Defendant Jodie M. Gilson to Plaintiff pursuant to this Agreement;

2. That within 3 days of executing this Settlement Agreement and Release, the Parties shall request and agree to equally share in the cost for Stan Dillis of Dillis & Roy Civil Design Group to prepare an ANR plan showing Lots 1 and 2 as reflected on the Plan, the remainder of the Worthen Drive and Dale Lane property to which Defendant Jodie M. Gilson still holds title and which is not included as part of Lots 1 and 2 on the Plan, and a driveway easement over other abutting land of Defendant Jodie M. Gilson providing access between Worthen Drive and Lots 1 and 2 as shown on said Plan;

3. That within 3 days of the completion of the ANR plan by Stan Dillis, the Parties shall request and agree to equally share in the cost for Stan Dillis of Dillis & Roy Civil Design Group to present the aforementioned ANR plan to the Groton Planning Board for approval;

4. That assuming that the ANR Plan is approved by the Groton Planning Board, the Plaintiff shall be responsible for recording said ANR plan with the Middlesex South District Registry of Deeds and the Parties agree to equally share in the recording fee for said ANR Plan;

5. That within 14 days of the approval of the ANR Plan by the Groton Planning Board and

the recording of the same by Plaintiff, Defendant Jodie M. Gilson shall deliver to Plaintiff a deed conveying to Plaintiff Lots 1 and 2 as reflected on the ANR Plan and the remainder of the Worthen Drive and Dale Lane property to which Defendant Jodie M. Gilson still holds title and which is not included as part of Lots 1 and 2 on the Plan as well as a grant of driveway easement over other abutting land of Defendant Jodie M. Gilson providing access between Worthen Drive and Lots 1 and 2 as shown on said ANR Plan, both of which the Plaintiff agrees to hold in escrow pending a decision by the Town of Groton, pursuant to M.G.L. c. 61A, as to whether the Town of Groton wishes to purchase the property to be conveyed to Plaintiff pursuant to this Settlement Agreement and Release;

6. That within 3 days of the completion of the ANR plan by Stan Dillis, the Parties shall request and agree to equally share in the cost for Stan Dillis of Dillis & Roy Civil Design Group to seek approval of a Special Permit from the Groton Planning Board for the use of the driveway easement between Worthen Drive and Lots 1 and 2 to be shown on the ANR Plan as a common drive for Lots 1 and 2;

7. That assuming that the Special Permit for the common drive is approved by the Groton Planning Board, the Plaintiff shall be responsible for recording said Special Permit with the Middlesex South District Registry of Deeds and the Parties agree to equally share in the recording fee for said Special Permit;

8. That within 30 days of the decision of the Groton Planning Board on said ANR Plan and Special Permit, the Parties, for purposes of M.G.L. c.61A, agree to execute a Purchase and Sale Agreement whereby Defendant Jodie M. Gilson agrees to sell and whereby Plaintiff agrees to purchase Lots 1 and 2 as reflected on the ANR Plan, the remainder of the Worthen Drive and Dale Lane property to which Defendant Jodie M. Gilson still holds title and which is not included as part of Lots 1 and 2 on the Plan and a driveway easement over other abutting land of Defendant Jodie M. Gilson providing access between Worthen Drive and Lots 1 and 2 as shown on said Plan; and the Parties further agree, that solely for purposes of the Purchase and Sale Agreement and M.G.L. c.61A, the consideration reflected on the Purchase and Sale Agreement shall be $550,000.00 (which the Parties agree is the fair settlement value of Plaintiff's claim in the aforementioned Middlesex Superior Court case);

9. That Defendant Jodie M. Gilson hereby irrevocably appoints Plaintiff as her agent for purposes of offering the Town of Groton, pursuant to M.G.L. c.61A, an option to purchase the property described in the aforementioned Purchase and Sale Agreement;

10. That the Parties agree that if the Town of Groton exercises its option to purchase the property described in said Purchase and Sale Agreement, any check made payable by the Town of Groton to Defendant Jodie M. Gilson shall be issued directly to Plaintiff, as agent for Defendant Jodie M. Gilson, and that Plaintiff shall be authorized to endorsed the check on behalf of Defendant Jodie M. Gilson and make said check payable to the Plaintiff;

11. That the Parties further agree that if the Town of Groton does not exercise its option to purchase the property described in said Purchase and Sale Agreement, Plaintiff may release from escrow the deed and grant of driveway easement for the property described in the

Purchase and Sale Agreement and record the same;

12. That Defendant Jodie M. Gilson agrees to assume full responsibility for any and all roll back taxes incurred under M.G.L. c.61A and arising out of this Settlement Agreement and Release and further agrees to indemnify and hold Plaintiff harmless for the same. This agreement as to roll back taxes shall survive the settlement of the Plaintiff's claims against each and everyone of the Defendants in Middlesex Superior Court, Civil Action, Docket No: 1781CV00381;

13. That Plaintiff assumes the risk of not being able to obtain satisfactory deep hole and perc tests for Lots 1 and 2 as reflected on said Plan to satisfy the criteria for the installation of septic systems pursuant to Title 5 for the development of said lots as buildable lots;

14. That Plaintiff assumes the risk that endangered species or endangered species habit may be found on Lots 1 and 2 as reflected on said Plan, which would prevent the developement of said lots as buildable lots;

15. That Defendant Jodie M. Gilson's conveyance to Plaintiff of Lots 1 and 2 as reflected on the ANR Plan, the remainder of the Worthen Drive and Dale Lane property to which Defendant Jodie M. Gilson still holds title and which is not included as part of Lots 1 and 2 on the Plan and the grant of a driveway easement over other abutting land of Defendant Jodie M. Gilson providing access between Worthen Drive and Lots 1 and 2 as shown on said ANR Plan, or the payment to Plaintiff of $550,000.00 in lieu thereof, shall constitute a full and complete settlement of Plaintiff's claims against each and everyone of the Defendants in Middlesex Superior Court, Civil Action, Docket No: 1781CV00381, except as to those which shall survive, pursuant to the terms of this Settlement Agreement and Release; and

16. That upon execution of this Settlement Agreement and Release, both Parties agree to execute and file with the Middlesex Superior Court a Stipulation of Dismissal of Middlesex Superior Court, Civil Action, Docket No: 1781CV00381.

Witness our hands and seals below on the dates reflected below.

Dated: December 5, 2022

Jodie M. Gilson, individually,
doing business as Gilson Greenhouses; and
as Manager of Nellie Maria Farm, LLC

Dated: Dec. 5, 2022

William H. Sullivan, Jr.

STANDARD FORM PURCHASE AND SALE AGREEMENT

This 26th day of August, 2026.

1. PARTIES AND MAILING ADDRESSES

Jodie M. Gilson, of 5 Summit Avenue, Ayer, MA 01432, hereinafter called the SELLER or GRANTOR, agrees to SELL and **William H. Sullivan, Jr., of 637 East Street, Carlisle, Massachusetts 01741,** hereinafter called the BUYER or PURCHASER or GRANTEE, agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

The Premises being conveyed consist of two undeveloped lots of land shown as Lot 1 and Lot 2 on an ANR Plan entitled "Plan of Land In Groton, Massachusetts, Date: Jan 30, 2024, 1 in. = 60 ft. Prepare for: Jodie M. Gilson, P.O. Box 1007, Groton, MA, Job No. 4381, DWG. No. 4381-L-C, Dillis & Roy Civil Design Group Civil Engineers Land Surveyors Wetland Consultants, 1 Main Street, Suite 1, Lunenburg, MA 01462, Phone; (978) 779-6091, www.ddcdg.com" recorded with Middlesex South District Registry of Deeds as Plan No. 172 of 2024. Included as part of these Premises is an easement providing access from Worthen Drive to Lot 1 and Lot 2 as shown on a plan entitled "Easement Plan, Groton, Massachusetts, Date: Jan. 30, 2024, 1 in. = 60 ft., Prepared for: Jodie M. Gilson, P.O. Box 1007, Groton, MA, Job No. 4381, DWG. No. 4381-L-E, Dillis & Roy Civil Design Group Civil Engineers Land Surveyors Wetland Consultants, 1 Main Street, Suite 1, Lunenburg, MA 01462, Phone; (978) 779-6091, www.ddcdg.com" recorded with Middlesex South District Registry of Deeds as Plan No. 164 of 2024. Also included as part of these Premises is a Special Permit for use of shared driveway across the forementioned access easement, which is to be recorded with the Middlesex South District Registry of Deeds. For title purposes, said premises are a portion of the land conveyed to Jodie Gilson by deeds recorded with Middlesex South District Registry of Deeds in Book 30314, Page 334 and in Book 55769, Page 84.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Not applicable.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

(a) ~~Provisions of existing building and zoning laws;~~
(b) ~~Existing rights & obligations in party walls, not the subject of written agreement~~ N.A.;
(c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
(d) Any liens for municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the intended use of said premises for the

construction of a single family residence; and
(f) Any liens pursuant to M.G.L. c.61A.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

~~In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.~~ N.A.

7. PURCHASE PRICE (CONSIDERATION)

The Parties acknowledge that the conveyance of the Premises described in Paragraph No. 2 of this Agreement is being made pursuant to a "Settlement Agreement and Release" dated December 5, 2022 between the Parties settling all claims and counterclaims in a lawsuit that was filed with the Middlesex Superior Court, as Civil Action, Docket No. 1781CV00381 and that pursuant to that Settlement Agreement and Release, the Parties have agreed that the conveyance of Lot 1 and Lot 2 together with the access easement and a Special Permit for use of a shared driveway across the access easement, all as described as the Premises in Paragraph No. 2 of this Agreement, or the payment of $550,000.00 to William J. Sullivan, Jr. in lieu of conveyance of said Premises, shall constitute a full and complete settlement of William J. Sullivan, Jr.'s claims as set forth in said Civil Action, Docket No. 1781CV00381, except as to those which shall survive, pursuant to the terms of the aforementioned Settlement Agreement and Release.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered, or released from escrow, at noontime, on the 24th day of December, 2026, or sooner in the event that the Town of Groton gives notice sooner that it chooses not to exercise its first refusal option to purchase the Premises or not to assign its option (hereinafter referred to as the "Closing" or the "time for performance"), at the Buyer's attorney's office, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. Neither SELLER, nor their agents or attorneys shall be required to attend the Closing but do agree to facilitate the transaction and ensure that the original SELLER signed Deed, POA and other customary documents are delivered to the closing attorney. It is agreed that time is of the essence of this Agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) not in violation of said building and zoning laws, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of

MAKE PREMISES CONFORM

the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to mortgages being paid off at the time of closing, within a reasonable time thereafter in accordance with local conveyancing practices.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	*Amount of Coverage*
(a) Fire and Extended Coverage	$ As now Insured

16. ADJUSTMENTS

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced

by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

- Intentionally left blank -

18.CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

19.ADDITIONAL PROVISIONS

This Agreement is subject to the Town of Groton's exercise of a first refusal option to purchase the Premises pusuant to M.G.L. c.61A.

The initialed riders, if any, attached hereto, are incorporated herein by reference.

See Rider A attached hereto and incorporated herein by reference.

RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

- Intentionally left blank -

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Executed as a sealed instrument as of the day and year first written above.

SELLER

BUYER

RIDER A TO PURCHASE & SALE AGREEMENT

20. If any paragraph contained in this Rider conflicts in any way with the Purchase and Sale Agreement, then this Rider shall control.

21. Buyer agrees to accept the premises in their "AS IS" condition with all faults, imperfections and/or defects.

22. Any notice required or permitted to be given hereunder shall be in writing and delivered by facsimile, by electronic mail, by hand, by U.S. mail, or by a recognized overnight carrier to the following addresses:

FOR BUYER/GRANTEE:	FOR SELLER/GRANTOR:
Cornelius F. Sullivan, Esquire Cornelius F. Sullivan, PC Atty At Law 491 Main Street, Suite D P.O. Box 731 Groton, MA 01450 Tel. No: (978) 448-5200 Fax No: (978) 448-5201 Connie@SullivanLawGroton.com	Kyle Croteau, Esquire Law Offices of Kyle J. Croteau, P.C. 21 Park Street Ayer, MA 01432 Tel. No: (978) 772-2234 Fax No: (978) 772-2284 Kyle@kcroteaulaw.com

The date of faxing shall be the date printed by the sender's fax machine. If there is no date on the sender's fax, the date shall be the date printed on the receiver's fax. The date of electronic mail is the date that it is transmitted. The date of mailing for notices sent by U.S. Mail shall be considered the date of the postmark on the letter. The date of mailing of any notice sent by recognized overnight courier shall be the date the receipt is signed by the party receiving the notice.

23. The parties agree that this document represents the full understanding of the parties with respect to the transaction contemplated hereby and that said agreement hereby supersedes and nullifies any pre-existing oral or written agreements of the Parties, except for the Settlement Agreement and Release dated December 5, 2022, a copy of which is attached to this Agreement.

24. It is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 4 of this Agreement.

25. Any matter of practice arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Real Estate Bar Association of Massachusetts shall be governed by said standard to the extent applicable.

26. The SELLER agrees to deliver to the BUYER such affidavits, documents and certificates as may be customarily and reasonably requested by and prepared by the BUYER'S lender's attorney providing the financing for this transaction, including but not limited to, (i) an affidavit stating that SELLER is not a foreign person under the Internal Revenue Code, Section 1445; (ii) an affidavit to BUYER and BUYER'S title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which would entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises; (iii) an Internal Revenue Code, 1099S Form; and (iv) any and all other usual and customary and reasonable documents normally executed by Sellers in connection with

residential real estate closings, which documents shall be reasonably required by 1) Buyer, 2) Buyer's Lender, and/or 3) Buyer's Title Insurance Company.

27. Each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on that party's behalf any agreements extending the time for performance of any event or of any notice that may be given under this Agreement, and such extensions and notices shall be deemed sufficient if transmitted by facsimile.

28. The Parties agree that facsimile signatures hereon shall suffice as due execution hereof, provided original signatures are provided within a reasonable time thereafter. This document can be executed in multiple counterparts, which when taken together shall constitute the final agreement between the parties.

Executed as a sealed instrument as of the day and year first written above.

SELLER

BUYER

AGREEMENT TO EXTEND DATE FOR TIME FOR PERFORMANCE

It is hereby agreed that the time for performance of a Purchase and Sale Agreement dated August 26, 2026 by and between William H. Sullivan, Jr. (Buyer/Grantee) and Jodie Gilson (Seller/Grantor) is extended from August 26, 2026 to December 29, 2026 at 5:00 p.m.

All other terms and conditions of said Agreement to otherwise remain in full force and effect. Time still being of the essence.

Executed this 26th day of August, 2026.

Seller/Grantor – Jodi Gilson

Buyer/Grantee – William H. Sullivan, Jr.

CERTIFICATION

I, Cornelius F. Sullivan, Esquire, hereby certify that the attached or foregoing copy of the Purchase and Sale Agreement and the Agreement to Extend the Date for Time for Performance, both of which were signed on August 26, 2026 by or on behalf of Jodie M. Gilson, as Seller/Grantor, and William H. Sullivan, Jr., as Buyer/Grantee, are true and accurate copies of the original documents.

Signed under the pains and penalties of perjury.

Dated: August 26, 2026

Cornelius F. Sullivan, Esquire
Cornelius F. Sullivan, PC Attorney At Law
491 Main Street, Suite D
P.O. Box 731
Groton, MA 01450
Tel. No: (978) 448-5200
Fax No: (978) 448-5201
Email: Connie@SullivanLawGroton.com

nationalgrid
Vegetation Management Strategy
939 Southbridge Street
Worcester, MA 01610

8/28/2026

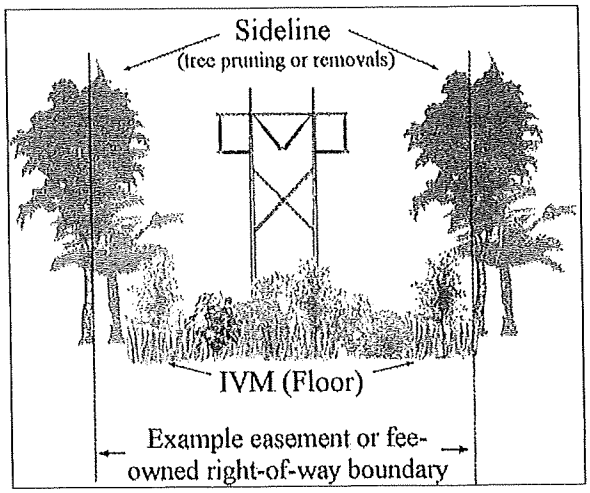
Via First Class and Electronic Mail

Peter Cunningham
Board of Selectmen Chairman
173 Main St
Groton, MA 01450

Email: pcunningham@grotonma.gov

Dear Peter Cunningham

In accordance with the transmission notification requirements set forth in 220 C.M.R. §§ 22, National Grid (New England Power Company and/or Massachusetts Electric Company) is providing 30 day notification of upcoming sideline vegetation management activities within your community. Specifically, National Grid intends to perform tree pruning and tree removals within the electric transmission right-of-way easement. Please note that this notification is separate from any notifications you would receive for herbicide maintenance.



Enclosed are map(s) that locate the right-of-way corridor(s) where the vegetation management activities will be performed. The sideline work will be conducted between 30 days from the letter date above and March 31, 2027. Please note that you may receive additional letters through the year if scheduling allows for additional work.

Also, please forward this notice on to other departments within your municipality that may want to review the notification.

If you have any questions about our vegetation management programs, please contact me at 781-290-8310 or by email mariclaire.rigby@nationalgrid.com Additional information about National Grid's Transmission Vegetation Maintenance Program can also be found at: https://www.nationalgridus.com

Sincerely,

Mariclaire Rigby

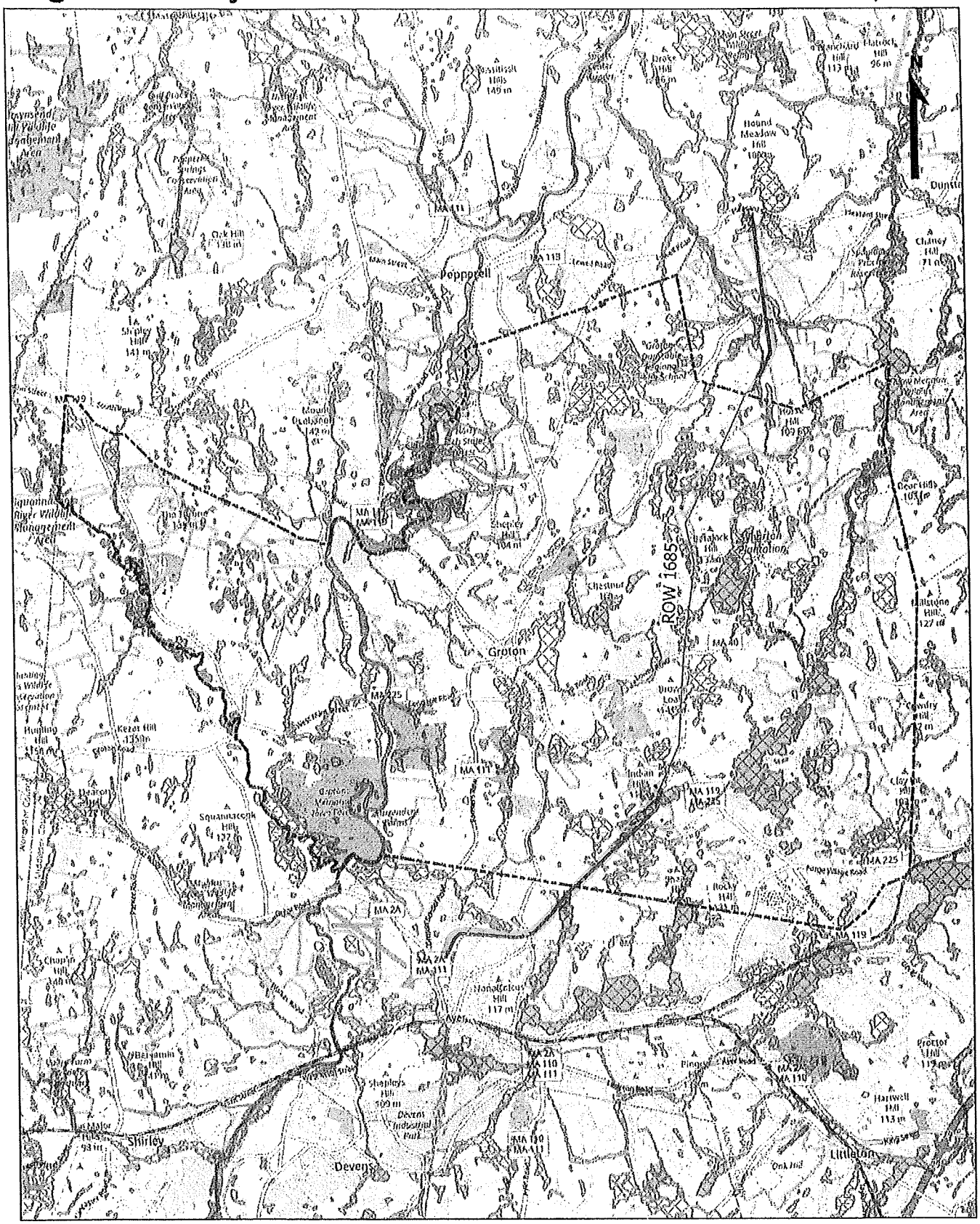
Mariclaire Rigby
Principal Specialist

CC: Secretary, Massachusetts Department of Public Utilities

Municipality: GROTON
ROW Numbers: 1685

Right-of-Way 1685

Groton, MA



National Grid Intends to perform selective side pruning and/or danger tree removal along the right-of-way shown above

Town
Wetland
Right of Way

nationalgrid

Mark Haddad

From: Town of Groton <mchiasson@grotonma.gov>
Sent: Tuesday, November 3, 2026 1:54 PM
To: Select Board
Subject: New Committee Interest Form Entry

Name

Naomi Campbell Siok

Phone Number

4138229379

Email

naomic8581@aol.com

What Committee are you Joining?

Diversity, Equity and Inclusion Committee

Please give us a brief explanation of why you are interested.

As a parent of two children who are deaf/hard of hearing, I have a personal commitment advocating for accessibility. I also have professional experience in diversity, equity and inclusion initiatives including as a trained facilitator.

SELECT BOARD MEETING MINUTES
MONDAY, NOVEMBER 16, 2026
UN-APPROVED

Select Board Members Present: Peter Cunningham, Chair; Becky Pine, Vice Chair; Nick Degaitas Jr., Clerk; John Reilly; Matt Pisani;
Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Patricia DuFresne, Assistant Director of Finance/Town Accountant; Bud Robertson, Finance Committee Vice Chair; Melisa Doig, Human Resources Director; Katie Kazanjian, Treasurer/Tax Collector; Tammi Mickel, Principal Assessor; Sonja Batalha, Assistant Assessor, Christopher Rogers, Building Commissioner; Donald Black and Jennifer Moore, Board of Assessors; and Charlotte Steeves, Conservation Commission Administrator.

Chair Cunningham called the meeting to order at 6:00 PM. Chair Don Black called the Board of Assessors to order at 6:00 PM. Mr. Cunningham reviewed the agenda items.

ANNOUNCEMENTS

Charlotte Steeves, the Conservation Commission Administrator, reported that the Commission is updating its Open Space and Recreation Plan and that a public forum will be held on Wednesday, December 2, from 6:00 p.m. to 8:00 p.m. at the Center to receive public input. She said the information regarding the forum is on the Town website.

Mr. Cunningham complimented the Friends of Prescott and the Prescott Community Center's Spelling Bee, held on Friday, November 13th. He also announced that the Housing Partnership will meet on Thursday, November 19th, at 4:00 PM in Town Hall with the proponents of Article 16 from the 2026 Fall Town Meeting to discuss housing strategies going forward.

Mr. Reilly took a moment to thank Donald Black and the Commemorations and Celebrations Committee for the Veterans Day Ceremony held on Wednesday, November 11th. He said there was a large turnout, including many children.

Mr. Haddad announced that, effective Tuesday, November 17th, the road behind the old Groton Electric Light Department (GELD) building, connecting Station Avenue and Broadmeadow Avenue, will open on a trial basis following last week's meeting with Moisons Hardware. The town has added Moisons as an additional insured on its insurance policy for $500. If the trial is successful, the Town will consider paving it and installing gates to close the road when the store needs it for deliveries.

PUBLIC COMMENT PERIOD

None

TOWN MANAGER'S REPORT

1. **Consider Approving a Request from the Building Commissioner to Amend the Fee for Work Without a Permit from "Triple Permit Fee" to "Double Permit Fee, + $100".**

Chris Rogers, Building Commissioner, was in attendance to request that the Select Board amend the Building Permit Fees by reducing the Fee for failing to secure a Building Permit prior to commencing work from "triple the fee " to double the fee + $100." Mr. Haddad said the Select Board sets the building permit fees, so it is up to the Board for approval.

Ms. Pine made a motion to approve the request to amend the fee for work without a permit from Triple Permit Fee to Double Permit Fee + $100, effective immediately. Mr. Pisani seconded the motion. The motion carried unanimously.

2. **Consider Ratifying the Town Manager's Appointment of John O'Donnell to the Historical Commission.**
   Mr. Degaitas made a motion to ratify the Town Manager's appointment of John O'Donnell to the Historical Commission. Mr. Reilly seconded the motion. The motion carried unanimously.

3. **Fiscal Year 2028 Budget Update.**
   Mr. Haddad reported that the FY 2028 budget process has begun, and department budgets are due to the Town Manager's office by November 30th. He said that following tonight's setting of the tax rate, he will update his budget projections and provide additional information at the November 23rd meeting. He wanted to make the Board aware of a potential issue for the three-year financial plan: Nashoba Tech is in the queue for a Massachusetts School Building Authority (MSBA) project to update its HVAC system. He said it is very early in the process, but it could impact the budget because the Town would be required to pay its share of the debt service for the project. He believed it was important for the Select Board to be aware of the issue.

   The Department budget presentations with Department Heads are scheduled for the week of December 7th.

4. **Update on Select Board Schedule through the End of the Year.**

Thursday, November 19, 2026-	Public Hearing on Main Street Study (PAC)
Monday, November 23, 2026-	Regularly Scheduled Meeting
Monday, November 30, 2026-	No Meeting
Monday, December 7, 2026-	Regularly Scheduled Meeting
Monday, December 14, 2026-	Regularly Scheduled Meeting
Monday, December 21, 2026-	Regularly Scheduled Meeting
Monday, December 28, 2026-	No Meeting (Christmas Holiday)
Monday, January 4, 2027-	No Meeting (New Year's Holiday)
Monday, January 22, 2027-	Regularly Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND APPROVAL

1. **Consider Approving a 30-Year Lease with Black Earth Compost, LLC for a Compost Facility at the DPW Facility on Cow Pond Brook Road.**
   Mr. Haddad explained that Article 17 of the 2024 Spring Town Meeting authorized the Select Board to enter into a thirty (30)-year lease for a portion of the DPW facility on Cow Pond Brook Road for a composting facility. Black Earth has operated there for several years under an existing lease (an

original three-year lease with an automatic three-year renewal) that expires on December 31, 2026, but has expressed a desire to continue operations at the site. Mr. Haddad said that, given Town Meeting's prior authorization, he recommended that the Select Board approve a new 30-year lease with Black Earth, commencing July 1, 2026, and expiring June 30, 2056. He said this term would align the lease with the Town's fiscal year, an arrangement Black Earth has agreed to.

Ms. Pine moved to approve the thirty-year (30) lease with Black Earth Compost, LLC for the compost facility at the DPW on Cow Pond Brook Road, authorizing the Town Manager to execute it on behalf of the Town, from June 30, 2026, through June 30, 2056. Mr. Pisani seconded the motion. The motion carried unanimously.

2. **Consider Appointing a Charge and Establishing an Artificial Intelligence and Emerging Technologies Study Committee.**

Mr. Haddad said that establishing a committee to develop policies on emerging technologies is a Select Board goal this year. The committee would address AI in municipal government, the Town's data-gathering technologies, and standards for evaluating vendors on privacy, cybersecurity, transparency, and data governance. He shared examples of policies from other communities and proposed a five- or seven-member committee, depending on the number of applicants. Ms. Pine said the committee should receive clear priorities for its first six months. Mr. Cunningham suggested that the committee review the proposed Committee Charge and recommend any amendments. Mr. Haddad respectfully requested that the Board approve the proposed Committee Charge (as provided in the Board's packet) and authorize the Town Manager to begin advertising for individuals interested in serving on the committee.

Mr. Degaitas moved to establish the committee, adopt the draft charge for the Artificial Intelligence and Emerging Technologies Study Committee, and authorize the Town Manager to advertise for individuals interested in serving. Mr. Reilly seconded the motion. The motion carried unanimously.

6:15 P.M. Annual Tax Classification Hearing

Principal Assessor Tammi Mickel attended, along with Assistant Assessor Sonja Batalha and Board of Assessor Members Ms. Jennifer Moore and Mr. Don Black. The Tax Classification Hearing was held to determine the annual tax levy percentage for Fiscal Year 2027. Ms. Mickel presented a PowerPoint to the public and the Select Board outlining the process for setting the tax rate and the factors that affect it. She said this was a Certification Revaluation Year for the assessing department, with the Department of Revenue certifying New Growth on October 22, 2026, at $28,014,880 in assessed value, or $414,060 in Tax Levy Growth (based on the FY 26 tax rate of $14.78). Single-family home value average went from $761,387 in FY 26 to $801,878 in FY 27.

Ms. Mickel reviewed how the tax rate is established and calculated, explaining that it will be $14.77 per $1,000 of assessed value if a uniform rate is selected for FY 2027. She also provided a ten-year historical overview of average single-family home tax bills. (See the included PowerPoint for the complete presentation.)

Classification Vote Summary

1. **Vote for a single tax rate or consider a shift of the tax levy from the Residential class to the Commercial, Industrial, and Personal Property classes.**
   Ms. Pine moved that the Board use the factor of 1 and vote for a single tax rate in the Town of Groton at a tax rate of $14.77 for FY 2027. Mr. Degaitas seconded the motion. The motion passed unanimously.

2 **Vote on whether to adopt a residential exemption.**
   Ms. Pine moved that they not adopt a residential exemption. Mr. Degaitas seconded the motion. The motion carried unanimously.

3. **Vote on whether to adopt a small commercial exemption.**
   Ms. Pine moved that they not adopt a small commercial exemption. Mr. Degaitas seconded the motion. The motion carried unanimously.

Mr. Haddad took a moment to commend Ms. Mickel for her work over the last six months. He said FY 2027 was a full revaluation year and that she handled it seamlessly. She started as the Principal Assessor in May/June and carried most of the office by herself until Sonya Batalha, Assistant Assessor, came aboard in July. Ms. Mickel got the values certified and the tax rate set well ahead of schedule.

Mr. Black adjourned the Board of Assessors Meeting.

OTHER BUSINESS

On-Going Issues

A. PFAS Issue – None
B. UMass Satellite Emergency Facility- None
C. Fire Department Staffing – None
D. West Groton Dam Removal-None
E. Main Street Study – None
F. Flock Cameras –None

SELECT BOARD LIAISON REPORTS

None

Approval of the Regularly Scheduled Meeting of November 2, 2026.

Ms. Pine made a motion to approve the minutes of the regularly scheduled meeting on November 2, 2026. Mr. Pisani seconded the motion. The motion carried unanimously.

The Select Board adjourned at 6:45 p.m.

Respectfully submitted by Kara Cruikshank, Executive Assistant to the Town Manager.