

Select Board Meeting Packet

October 19, 2020

This is the Select Board preliminary preparation information packet. The content of this package is subject to change between when it is released and the start of the Select Board meeting. Such changes will not be posted to the web site before the meeting. If you see an item or items in the preliminary preparation package that are important to you, please attend the meeting in person.



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

Alison S. Manugian, *Chair*
Joshua A. Degen, *Vice Chair*
Rebecca H. Pine, *Clerk*
John R. Giger, *Member*
John F. Reilly, *Member*

**SELECT BOARD MEETING
MONDAY, OCTOBER 19, 2020
AGENDA**

**VIRTUAL MEETING
BROADCAST ON ZOOM AND THE GROTON CHANNEL
PURSUANT TO GOVERNOR'S EXECUTIVE ORDER
CONCERNING THE OPEN MEETING LAW
ZOOM MEETING ID: 894 9416 9291**

6:00 P.M. Executive Session – Pursuant to M.G.L., c. 30A, §21(a), Clause 3 – “To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares.” – PURPOSE – Collective Bargaining Preparation

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

7:05 P.M. Public Comment Period

I. 7:10 P.M. Town Manager's Report

1. Select Board's Agenda Schedule
2. Address Any Changes in Emergency Protocols – Update on Town Action
3. Review Any New Information from the Commonwealth
4. Review and Approve RFP/Lease for the Prescott School
5. Fiscal Year 2021 First Quarter Financial Review/Prepare for FY 2022 Budget Guidance
6. Update on Fiscal Year 2021 Select Board/Town Manager Goals
7. Update on Select Board Schedule through End of Year

OTHER BUSINESS

ON-GOING ISSUES – For Review and Informational Purposes

- A. Prescott School Sprinkler System Project
- B. Water Department – Manganese Issue – PFAS Issue
- C. MS4 Permit
- D. Polystyrene Containers
- E. Green Communities Application and Implementation
- F. Florence Roche Elementary School Feasibility Study
- G. Highway Garage Renovations

SELECT BOARD LIAISON REPORTS

II. Minutes: Virtual Meeting of October 5, 2020

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 Report*

Date: *October 19, 2020*

1. Please note that the Board will be holding an Executive Session at 6:00 p.m. prior to the start of your regularly scheduled meeting. The purpose of the Executive Session will be to discuss preparations for the upcoming Collective Bargaining with our various unions. The regular meeting will commence at 7:00 p.m. Other than the Town Manager's Report and an update on the On-going issues list, there is nothing specifically scheduled on the Agenda.
2. As of the writing of this report, I have no specific update on Town Action relative to the COVID-19 Pandemic. We continue to operate under the protocols approved by the Select Board and there are no issues to report.
3. We are continually monitoring the Department of Public Health Weekly Reports. Enclosed with this report is the latest report from the DPH. Groton continues to trend higher, even though we remain a "green" community. I continue to be concerned with this trend and will monitor our status again next week to determine if any changes in protocols are necessary. We can discuss this in more detail at Monday's meeting.
4. As you know, we opened the response to the RFP for the Lease of the Prescott School. We received one proposal from the Friends of Prescott. To assist me in the review of the proposal, I worked with Josh Degen and Bud Robertson. The Friends Proposal met all the requirements of the RFP and I would call it an Advantageous Proposal that can be accepted by the Select Board if you so choose. In addition to that, as I told the Board at your last meeting, Josh, Bud and I met with the Friends of Prescott to negotiate a new lease based on their proposal. All that said, I am recommending that the Board take the following action at Monday's meeting:
 - A. Vote to Accept the Proposal from the Friends of Prescott to Lease the Prescott School for an additional three (3) years commencing on September 1, 2021.
 - B. Vote to amend the current lease (through August 31, 2021) to allow the Friends to occupy the second floor once the Sprinkler System is installed and approved and the Fire Chief and Building Commissioner sign off on its use. All other Terms would remain in full force and effect.

Continued on next page – Over >

4. **Continued:**

- C. Vote to enter into a new three (3) year lease with the Friends of Prescott, effective September 1, 2021 through August 31, 2024 with the following new Terms:
1. Three (3) year lease with the potential to renew the lease (under the same or renegotiated terms) for an additional three (3) year period.
 2. Friends of Prescott would be responsible for landscaping and snow removal.
 3. Rent would be \$20,000 per year, plus 5% of the gross profits (less donations).
 4. All other Terms would remain in full force and effect.

I have attached a copy of the red-lined lease with the report for your review. We can discuss this in more detail at Monday's meeting.

5. I have scheduled time on the Agenda for the Board to review the Fiscal Year 2021 First Quarter Financials. Enclosed with this report are the financials as prepared by the Town Accountant. This will also give the Board a chance to begin considering Fiscal Year 2022 Budget Guidance. As you know, we will be meeting in joint session next Monday with the Finance Committee for the purpose of developing FY 2022 Budget Guidance for the Town Manager. Fiscal Year 2022 looks to be a very difficult budget year. I have begun working with the Finance Team to develop projections. We have taken into consideration the following:

- A. We estimate approximately \$229,000 in unexpended tax capacity.
- B. We are reducing anticipated State Aid in FY 2022 by \$50,000.
- C. We are estimating approximately \$15 million in New Growth.
- D. We are increasing Estimated Receipts by approximately \$280,000.
- E. We have been told that there will be a 14.41% increase in our Pension budget, or a \$285,000 increase.
- F. We are estimating a 10% increase in Health Insurance Costs.
- G. We are anticipating 8 additional students at Nashoba Tech next year and are estimating an increase in that Assessment of \$140,000.
- H. With regard to Groton Dunstable Regional School District, we have increased the starting Operating Assessment by \$680,000 to make up for the reduction in FY 21 due to the use of School District E&D to offset the Operating Assessment. We then increased this new base number by 4% to account for a modest increase in FY 2022. In addition, based on a conversation with School Superintendent Laura Chesson, I have added an additional \$300,000 to that estimate in the event that we are still dealing with COVID-19 related remote learning next year.
- I. We have level funded Municipal Expenses and estimated no increases in wages across the Board.

Taking all of this into consideration, we are estimating a \$1.3 million deficit in FY 2022. We can discuss this in more detail at Monday's meeting.

**Select Board
Weekly Report
October 19, 2019
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6. As is our practice when reviewing the quarterly financials, I have set aside time for the Board to review the status of your FY 2021 Goals. Enclosed with this report is a status update on the goals. We can discuss this in more detail at Monday's meeting.

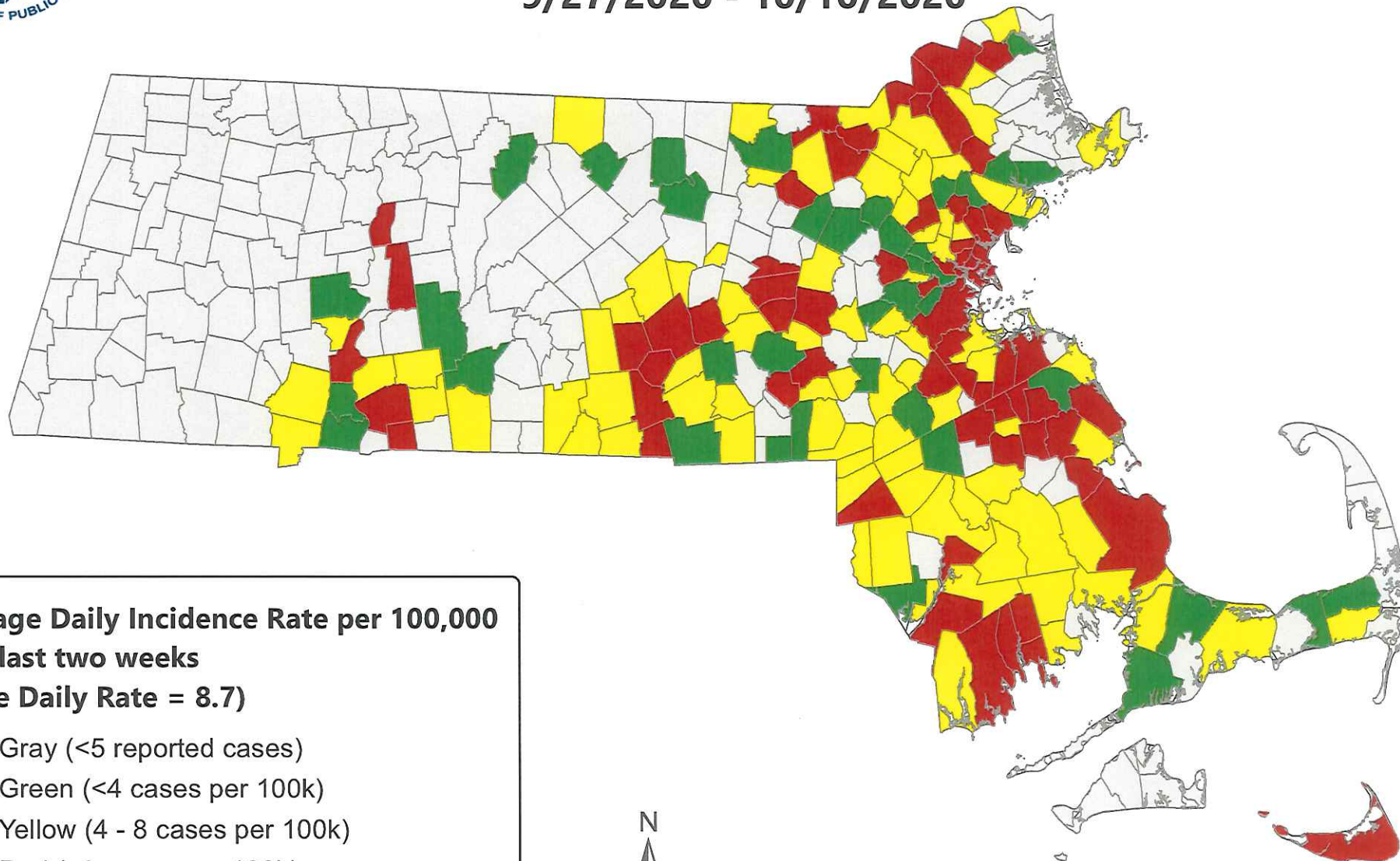
7. Please see the update to the Select Board's Meeting Schedule through the new year:

Monday, October 19, 2020	-Already Posted
Monday, October 26, 2020	-Joint Session with Finance Committee – FY 2022 Budget Guidance – Union Negotiations
Monday, November 2, 2020	-Finalize Budget Guidance – Review Town Manager's Budget Instructions
Monday, November 9, 2020	-Financial Policy Review -Discuss Select Board Criteria for Appointees to CPC
Monday, November 16, 2020	-Tax Classification Hearing -Forum with Affordable Housing Trust
Monday, November 23, 2020	-Regularly Scheduled Meeting
Monday, November 30, 2020	-No Meeting (Potential Meeting Date)
Monday, December 7, 2020	-Regularly Scheduled Meeting
Monday, December 14, 2020	-Annual Licenses
Monday, December 21, 2020	-Regularly Scheduled Meeting
Monday, December 28, 2020	-No Meeting
Monday, January 4, 2021	-No Meeting
Monday, January 11, 2021	-Presentation of Town Manager's FY 2022 Proposed Operating Budget

MWH/rjb
enclosures



Average Daily Incidence Rate (per 100,000, PCR only) for COVID-19 in MA by City/Town Over Last Two Weeks 9/27/2020 - 10/10/2020



**Average Daily Incidence Rate per 100,000
over last two weeks
(State Daily Rate = 8.7)**

- Gray (<5 reported cases)
- Green (<4 cases per 100k)
- Yellow (4 - 8 cases per 100k)
- Red (>8 cases per 100k)

* Unknown Official City/Town (N = 19)
Cases are excluded when City/Town is unknown.

Bureau of Infectious Disease and Laboratory Sciences

* Data as of 14OCT2020
and are subject to change.



Count and Rate of Confirmed COVID-19 Cases and Tests Performed in MA by City/Town, January 1, 2020 – October 14, 2020

City/Town	Total Case Count	Case Count (Last 14 Days)	Average Daily Incidence Rate per 100,000 (Last 14 days) ¹	Relative Change in Case Counts ²	Total Tests	Total Tests (Last 14 days)	Total Positive Tests (Last 14 days)	Percent Positivity (Last 14 days)	Change in Percent Positivity ³
Goshen	5	0	0	No Change	234	39	0	0%	No Change
Gosnold	5	0	0	No Change	110	0	0	0%	No Change
Grafton	125	5	1.8	Higher	9682	1725	5	0.29%	No Change
Granby	49	<5	2.3	Lower	3041	513	2	0.39%	Lower
Granville	13	<5	4.6	No Change	615	89	2	2.25%	Higher
Great Barrington	84	<5	1.1	No Change	7873	1145	1	0.09%	No Change
Greenfield	231	<5	0.8	No Change	9800	1410	2	0.14%	No Change
Groton	58	6	3.7	Higher	6612	1161	6	0.52%	Higher
Groveland	54	5	5.2	Lower	2939	536	7	1.31%	Lower
Hadley	52	<5	1.2	No Change	6842	1355	1	0.07%	No Change
Halifax	74	<5	2.8	Lower	3032	470	3	0.64%	Lower
Hamilton	49	0	0	Lower	3268	478	0	0%	Lower
Hampden	109	<5	5.8	No Change	2580	428	5	1.17%	No Change
Hancock	<5	0	0	No Change	91	6	0	0%	No Change
Hanover	118	21	10.5	Higher	5691	1006	28	2.78%	Higher
Hanson	146	18	12.0	Higher	4363	730	20	2.74%	Higher
Hardwick	11	<5	2.2	No Change	1087	290	1	0.34%	No Change
Harvard	22	<5	2.1	No Change	2691	450	2	0.44%	No Change

Data are current as of 9 am on 10/14/2020; For populations <50,000, <5 cases are reported as such or suppressed for confidentiality purposes. ¹ Gray:<5 reported cases in the last 14 days; Green: Average daily case rate over the last 14 days: <4 cases per 100,000 population; Yellow: Average daily case rate over the last 14 days: 4-8 cases per 100,000 population; Red: Average daily case rate over the last 14 days: >8 cases per 100,000 population. ²Number of new cases occurring over the current two-week period (9/27/2020 – 10/10/2020) compared to the previous two-week period (9/20/2020 – 10/3/2020). Higher=number of new cases in the current two-week period higher than the number of new cases during the last two-week period. Lower=number of new cases in the current two-week period lower than number of new cases during the last two-week period. No change=number of new cases in current two-week period is equal to the number of new cases during the last two-week period. ³Change in percent positivity compared to the previous week's (10/7/2020) report. No Change= <0.10% difference in the percent positivity. DPH calculates rates per 100,000 population using denominators estimated by the University of Massachusetts Donahue Institute using a modified Hamilton-Perry model (Strate S, et al. Small Area Population Estimates for 2011 through 2020, report, Oct 2016.) Please note: Data for these tables are based on information available in the DPH surveillance database at a single point in time. Case counts for specific cities and towns change throughout the day as data cleaning occurs (removal of duplicate reports within the system) and new demographic information (assigning cases to their city or town of residence) is obtained.

**TOWN OF GROTON
LEASE OF PRESCOTT SCHOOL**

Lease Agreement

ARTICLE I: SUMMARY

1.1 Key Terms

DATE OF LEASE:	August 27, 2018 <u>September 1, 2021</u>
LANDLORD:	TOWN OF GROTON
LANDLORD'S ADDRESS:	Groton Town Hall 173 Main Street Groton, MA 01450
TENANT:	FRIENDS OF PRESCOTT, INC., a Massachusetts nonprofit corporation
TENANT'S ADDRESS:	62 Blossom Lane <u>145 Main Street</u> Groton, MA 01450
PREMISES:	The basement and first floor of T the three-story building known as the Prescott School, located at 145 Main Street, Groton, Massachusetts

ARTICLE II: PREMISES

2.1 Premises. Landlord does hereby demise and lease unto Tenant the Premises as described in Section 1.1 above.

The Premises are delivered to Tenant and Tenant accepts the Premises in their "AS IS" condition, it being agreed that Tenant has had an opportunity to examine and inspect the Premises in all respects, that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to do any work on, provide any additional utilities to or make any improvements to the Premises or the condition thereof, except as otherwise expressly provided for in this Lease.

~~Landlord hereby reserves the right to use the common entryway and stairwell to access the second floor of the building of which the Premises are a part from time to time and without notice to Tenant.~~

2.2 Permitted Uses. (a) It is Landlord's objective that Tenant make productive and profitable use of the Premises for the Permitted Uses by subleasing the same so that Tenant is able to fully support its obligations hereunder to maintain the Premises in the condition required herein, all at Tenant's sole cost and expense (except as set forth otherwise) and to pay rent to Landlord. It is Landlord's goal to use the rent paid by Tenant to fund the cost of capital repairs and improvements to be made to the Premises as Landlord, in its sole and absolute discretion, as deemed appropriate. To that end, the Premises are to be used for public and/or private purposes, such as community space, public administrative offices, educational uses, general

office space, and retail and/or commercial uses (the "Permitted Uses"), but only as may be expressly permitted by the Town of Groton's Zoning Bylaws and only as set forth more particularly by Tenant's Business Plan as approved by a vote of the Town of Groton Select Board (the "Select Board") per paragraph (b) of this section 2.2, as such Business Plan may be amended by the agreement of the parties from time to time (the "Business Plan"). The Business Plan shall set forth all the specific Permitted Uses and additional operational and financial obligations that Tenant intends to satisfy each year during the Term (defined below in Section 3.1) of this Lease (each, a "Milestone" and, together or collectively, the "Milestones").

~~(b) The Tenant shall submit to the Select Board in writing the Tenant's final proposed Business Plan clearly identified as the "FINAL PROPOSED BUSINESS PLAN" by the date that is one hundred eighty (180) days from the Commencement Date for approval by Landlord, acting through its Select Board. The Landlord, acting through its Select Board, shall have the right to approve, reject or condition the Business Plan or any aspect thereof solely on the ground that it does not support the Tenant's ability to meet its rent payment obligations under this Lease. In the event that (i) the Landlord rejects the Business Plan as submitted to Landlord by Tenant or Landlord on the ground that it does not support the Tenant's ability to meet its rent payment obligations under this Lease, and (ii) Landlord and Tenant fail to approve or to agree in writing to a mutually acceptable Business Plan within ninety (90) days of the Landlord's rejection of the Business Plan or some aspect thereof, then Landlord shall have, for ninety (90) days thereafter, have the right, in Landlord's sole discretion, to terminate this Lease upon written notice to Tenant, and if so exercised, this Lease shall be deemed terminated as of the date that is thirty (30) days after the delivery of such written notice of termination without any refund of any Rent.~~

2.3 Parking Lot. Tenant shall have the exclusive right to use of twenty (20) parking spaces as identified in the attached diagram ("Parking Spaces") and may assign the right to use some or all of Parking Spaces during the Term to sub-tenants, guests or invitees, as Tenant in its sole discretion determines, provided no such vehicles are parked in the such parking spaces overnight or between the hours of 11:00 P.M. through 5:00 A.M. With regard to all other parking spaces on the real property where the Premises are located, the Tenant shall have the right during any Term of this Lease, in common with Landlord on a first-come, first-served basis, to park the vehicles of Tenant and Tenant's employees, subtenants and invitees for use of the Premises for the Permitted Uses in the Parking Lot (defined below) at Tenant's sole risk and provided no such vehicles are parked in the Parking Lot overnight or between the hours of 11:00 P.M. through 5:00 A.M. Notwithstanding the foregoing, Landlord shall have the right to extend and/or improve the existing parking lot and/or create a new parking area on the Premises (as it exists now and hereafter, the "Parking Lot"), provided that Landlord uses reasonable efforts to minimize any material interference with the use of the Premises by Tenant and/or sublessees. Landlord shall give Tenant at least fourteen (14) days prior written notice prior to undertaking any construction in the Parking Lot and/or during such times as work done by Landlord on or to the Parking Lot may materially interfere with Tenant's use. In the event that Landlord undertakes any work to repair or extend the Parking Lot, Landlord shall pursue and complete such work in a reasonably prompt manner and shall use reasonable efforts to minimize any material interference with the use of parking spaces. No portion of the Parking Lot shall be sublet by Tenant (other than in conjunction with a sub-lease of a portion of the Premises, i.e., pursuant to a sublease or agreement pursuant to which a subtenant has assigned spaces for its employees or customers) and Tenant shall not require or impose any fee or charge for any use by Tenant's subtenants and invitees of the Parking Lot other than for the twenty (20) spaces reserved for Tenant and its subtenants, guests and invitees. ~~Notwithstanding the foregoing, the Landlord shall have the right to use the Parking Lot, including the Parking Spaces, on a first-come, first-served basis and without charge on September 4, 2018, November 6, 2018 and May 21, 2019. The Landlord will develop a~~

plan to restripe and realign parking places in the entire lot to accommodate as much parking as possible. Said plan will be reviewed with the Tenant prior to implementation.

2.4 Gymnasium. The Tenant shall have the right to use and to sub-let the gymnasium during the term of the Lease for Permitted Uses and in accordance with the Business Plan. In the event that the gymnasium is not rented or leased and the Landlord requires access to the gymnasium to address an emergency or a threat to public safety, Tenant agrees to use reasonable efforts to cooperate with the Landlord in efforts to make the gymnasium available without charge to address the emergency or public safety needs.

ARTICLE III: TERM OF LEASE

3.1 Term. This Lease shall commence on September 1, ~~2018~~ 2021 (the "Commencement Date") and expire three (3) years thereafter (the "Term"), unless otherwise terminated in accordance with the provisions of this Lease. Prior to the expiration of the lease, Landlord and Tenant shall meet to discuss extending the lease for an additional three (3) year period under existing or new terms as negotiated. Tenant shall no right to extend the Term of this Lease.

ARTICLE IV. RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefor and without any counterclaim, abatement, offset, deduction or set-off whatsoever, except as expressly otherwise provided herein, the "Base Rent" and "Additional Rent," as such terms are defined below.

4.2 Base Rent. Tenant shall pay to Landlord annual base rent (the "Base Rent") of \$20,000 per year, plus five (5%) percent of the gross annual revenues of the Tenant. For the purposes of this Lease, "Gross Revenue" shall mean all income and consideration given to and derived by Tenant in connection with this Lease and/or Tenant's occupation or use of any portion of the Premises and/or Parking Lot, but excluding donations made to Tenant as a gift and not as consideration for use of the Premises, the purchase or exchange of property or for services or other commercial purposes. For the purposes of this Lease, Total Costs shall mean all costs incurred by Tenant in connection with this Lease and/or Tenant's occupation or use of any portion of the Premises and/or Parking Lot. Gross revenues shall be determined and agreed upon between the Landlord and the Tenant as outlined in Section 4.4(c). ~~as follows. For the first year of the Term for the period commencing on September 1, 2018 and ending on August 31, 2019 ("Year One"), For the first year of the Term for the period commencing on September 1, 2019 and ending on August 31, 2020 ("Year Two"), Base Rent shall be equal to fifty percent (50%) of the Gross Revenue of Tenant for Year One minus the Total Costs of Tenant for Year One. Base Rent shall be equal to fifty percent (50%) of the Gross Revenue of Tenant for Year Two minus the Total Costs of Tenant for Year Two. For the third year of the Term, Base Rent shall be \$20,000. For the purposes of this Lease, "Gross Revenue" shall mean all income and consideration given to and derived by Tenant in connection with this Lease and/or Tenant's occupation or use of any portion of the Premises and/or Parking Lot, but excluding donations made to Tenant as a gift and not as consideration for use of the Premises, the purchase or exchange of property or for services or other commercial purposes. For the purposes of this Lease, Total Costs shall mean all costs incurred by Tenant in connection with this Lease and/or Tenant's occupation or use of any portion of the Premises and/or Parking Lot.~~

4.3 Additional Rent. Tenant shall be responsible for any and all taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the Term

of this Lease in relation to the Premises or Tenant's use thereof and for the maintenance of the Premises. All such charges and/or other payments to be made by Tenant under this Lease shall be referred to herein as the "Additional Rent." Tenant shall pay the Additional Rent promptly, before any fine, penalty, interest, or cost may be added for nonpayment and shall furnish to Landlord, on request, official receipts or other satisfactory proof evidencing such payment. Base Rent and Additional Rent are referred to, together, as "Rent."

4.4. General Rent Provisions. (a) Base Rent for the first year of the Term shall be payable by Tenant to Landlord on August 31, ~~2019~~2022. Base Rent for the second year of the Term shall be payable by Tenant to Landlord on August 31, ~~2020~~2023. Base Rent for the third year of the Term shall be payable by Tenant to Landlord on March 1, ~~2021~~2024. Additional Rent shall be payable by Tenant to Landlord monthly in advance on the first day of each month during the Term of this Lease.

(b) All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to the "Town of Groton" and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant. Tenant agrees that all covenants and agreements to pay Rent as set forth in this Lease are independent of all other rights, obligations, covenants and agreements set forth in this Lease.

(c) Tenant acknowledges and agrees for itself and its successors, assignees and subtenants that Landlord shall have a right to all information in hardcopy or digital format prepared by or for Tenant used to determine or reasonably related to or necessary for the calculation of Gross Revenue and Total Costs (the "Base Rent Information"), including but not limited to all accountings, audits, tax filings, returns, invoices, receipts, and other financial records, data, materials and information of or for Tenant, for or related ~~all three years of the Term to Year One or Year Two of the Term~~ as follows.

- (1) on or before June 30, ~~2019~~2022, Tenant shall, in writing, ~~orally~~ inform Landlord of its anticipated Gross Revenue and anticipated Total Costs for Year One;
- (2) by August 31, 2019, Tenant shall execute and deliver to Landlord a written certification of Gross Revenue of Tenant for Year One and Total Costs of Tenant for Year One;
- ~~(3) Tenant shall cooperate with Landlord in good faith from time to time during the period commencing on September 1, 2019 and ending on October 15, 2019 to provide to Landlord all Base Rent Information for or related to Year One of the Term and during such period or such longer period of time to the extent necessary for Tenant to provide it, Landlord shall have the right, at Landlord's cost, to have Landlord's employees, accountants, attorneys and consultants, selected by Landlord in Landlord's sole discretion, to inspect, review and get copies of any Base Rent Information for Year One;~~
- ~~(4)~~(3) on or before June 30, ~~2020~~2023, Tenant shall, in writing, ~~orally~~ inform Landlord of its anticipated Gross Revenue and anticipated Total Costs for Year Two;
- ~~(4)~~ by August 31, ~~2020~~2023, Tenant shall execute and deliver to Landlord a written certification of the Gross Revenue of Tenant for Year Two and Total Costs of Tenant for Year Two;

(5) on or before June 30, 2024, Tenant shall, in writing, inform Landlord of its anticipated Gross Revenue and anticipated Total Costs for Year Three;

(6) by August 31, 2024, Tenant shall execute and deliver to Landlord a written certification of the Gross Revenue of Tenant for Year Two and Total Costs of Tenant for Year Three;

~~(5) Tenant shall cooperate with Landlord in good faith from time to time during the period commencing on September 1, 2020 and ending on October 15, 2020 to provide to Landlord all Base Rent Information for or related to Year Two of the Term and during such period or such longer period of time to the extent necessary for Tenant to provide it, Landlord shall have the right, at Landlord's cost, to have Landlord's employees, accountants, attorneys and consultants, selected by Landlord in Landlord's sole discretion, to inspect, review and get copies of any Base Rent Information for Year Two; and~~

(7) Base Rent Information given to the Town of Groton may be a public record and any discussion by any public boards or committees of the Town of Groton of any Base Rent Information may only occur at a public meeting and that as such, Landlord shall have no obligation to keep such Base Rent Information confidential except to the extent an exemption to Massachusetts public records law (G.L. c. 30A, §§ 18-15) may apply or any such board or committee may be authorized and elect to enter into executive session to discuss such Base Rent Information.

4.5. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

ARTICLE V: UTILITIES

5.1. Delivery of Utilities. Tenant, and not Landlord, shall be responsible for providing and paying for utilities to the Premises, trash removal or disposal or general maintenance of the Premises and to maintain the grounds of the Premises by performing snow removal and -lawnmowing. Tenant agrees to pay promptly, as and when the same become due and payable, all charges for trash removal and disposal, water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems and other utilities supplied to the Premises (whether prior or during the Term, or subsequent thereto if relating to Tenant's use of the Premises).

5.2. Additional Utilities. In the event Tenant requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of Landlord and shall be installed in conformity with plans and specifications provided by Tenant and approved by Landlord, said consent not to be unreasonably withheld.

5.3. Tenant Not to Exceed Capacity of Feeders or Wiring. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Premises or the wiring installations therein.

ARTICLE VI: ALTERATIONS AND ADDITIONS

6.1. Construction of Improvements. Tenant shall not make any alterations, improvements, additions, repairs, replacement, deletions or other changes to the Premises, including the building thereon (the "Alterations"), without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld for interior non-structural Alterations that are designed to accommodate Tenant's use of the Premises and do not interfere with the current and future use of the Parking Lot by Landlord and others entitled thereto and/or improvements to and/or expansion of the Parking Lot. Tenant shall submit for Landlord's review plans and specifications showing the Alterations in detail and such other information as Landlord may reasonably request at least forty-five (45) days prior to undertaking the same and obtain Landlord's written approval thereof (the "Approved Plans"). Alterations shall be made in substantial compliance with the Approved Plans; Tenant shall follow the notice and approval process set forth herein for any material deviations from the Approved Plans. All allowed or required alterations or additions shall be at Tenant's sole expense.

6.2 Compliance with Laws. Tenant shall procure all necessary permits, licenses, consents and approvals before undertaking any work on the Premises and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of good quality. Tenant shall comply with (i) all laws, codes, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) the Approved Plan. Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry the insurance required in Section 10.1(e).

6.3 Liens and Encumbrances. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord within thirty (30) days after Tenant receives notice of filing of same. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter who contract with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises must look exclusively to Tenant to obtain payment for same. Tenant agrees that it will, on request from Landlord, comply with any and all reasonable requirements of Landlord with respect to the work performed or materials furnished by Tenant or its agents, contractors, and sub-contractors in the Premises.

6.4 Ownership of Improvements. All structural alterations and additions made by Tenant shall become the exclusive property of Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any nonstructural improvements, provided that removal does not damage the Premises or Tenant restores the Premises to the same conditions as prior to such alteration.

6.5 Inspection of Improvements. Landlord's representatives may enter upon the Premises from time to time on reasonable notice to Tenant for the purpose of inspecting the Improvements being constructed by Tenant, and such entry shall not be construed to be a violation of Tenant's right to exclusive possession of the Premises. At final completion of any improvement, Landlord shall have the right to inspect the work to determine material conformity with the Approved Plans and may direct Tenant to perform such additional work as may be necessary to materially conform to said plans.

ARTICLE VII – USE OF PREMISES

7.1 Permitted Uses. Tenant shall use the Premises solely for the Permitted Uses. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit Tenant's servants, agents or invitees to commit waste to the Premises. Tenant agrees not to erect any signs on the Premises, including the exterior of the Building, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

7.2 Compliance with Laws, Regulations, and Codes. Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, offensive, or contrary to any federal, state or local law, regulation, code, bylaw, policy or other legal requirement (collectively, "Legal Requirements"), including, but not limited to, those that relate to health and safety and those of the Board of Fire Insurance Underwriters.

7.3 Hazardous Substances. Tenant shall not, and shall not permit others to, bring onto, store, release, dispose, release or threaten the release of any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical, or substance, including without limitation any oil or hazardous material as defined by Chapter 21E of the Massachusetts General Laws, Massachusetts Contingency Plan (310 CMR 40.00) and federal and other state laws ("Hazardous Substances"), except for (1) Hazardous Materials in non-reportable quantities that are customarily used and used in the ordinary course of Tenant's business, but only after written notice is given to Landlord of the identity of such Hazardous Materials and Landlord approves of the same in writing and in its sole discretion, and (2) paints, thinners, brush cleaners and other compounds that are customarily used by artists and are in fact used by an artist or instructor in conjunction with any sublease of a portion of the Premises or by any artist or instructor during any instruction provided on the Premises, provided same are appropriately maintained in code compliant storage at the Premises when not in use. Tenant shall defend, indemnify and hold Landlord, and those claiming by, through and under Landlord, harmless from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of or arising from any release or threatened release of Hazardous Substances on or from the Premises which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, or invitees. Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of Hazardous Substances on the Premises or be required to abate or remediate the same. The provisions of this Section shall survive the expiration or earlier termination of the Lease.

7.4 Compliance with Landlord's Rules and Regulations. Tenant and Tenant's employees, agents, invitees and licensees shall observe and comply with all reasonable rules and regulations as established from time to time by Landlord with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.

7.5 Assignment and Subleasing. Tenant shall have the right to sublease the Premises and/or portions thereof subject to prior compliance with the Town's Zoning Bylaws.

ARTICLE VIII – MAINTENANCE

8.1. Tenant's Responsibilities. Except as set forth in Section 8.4, Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises, including, without

limitation, the electrical fixtures, windows, halls, stairwells, common areas, lavatories, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the boilers and the heating and ventilating system and the fire protection equipment and systems serving the Premises, the roof, exterior walls and foundations of the building on the Premises and any and all portions thereof, and shall keep the Premises in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. ~~Landlord shall at its sole expense, keep and maintain the Premises and all parking areas (including the Parking Lot as it currently exists), sidewalks, curbs and drives on or adjoining the same in a clean and orderly condition, free of snow and ice, dirt, rubbish, and unlawful obstructions.~~ Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall be responsible for removing trash from the Premises and the collection and disposal thereof. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

8.2 Landlord's Access. In addition to the rights reserved by Landlord in Section 2.3 with respect to the Parking Lot, Landlord hereby specifically reserves the right to enter, and to allow the Fire Chief, Building Inspection, and such other persons as the Select Board may designate, the Premises for the purpose of inspecting the condition of the of the Premises, and for undertaking any repairs to the Premises. Except in the event of an emergency, in which event Landlord shall give Tenant such notice as is practicable in the circumstances, Landlord shall provide Tenant with a minimum notice of two (2) business days' prior to such entry, and agrees not to interfere unreasonably with Tenant's use of the Premises. Landlord may provide Tenant with a report of such assessments and list of repairs or maintenance that Landlord reasonably determines need to be made.

8.3 Tenant's Failure to Maintain. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or immediately, in any emergency that immediately threaten life or property), Landlord shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost therefor to Tenant as Additional Rent, with interest.

8.4 Landlord's Repairs. Notwithstanding the provisions of Section 8.1, Landlord agrees to make repairs to the roof, exterior walls and structural components of the building on the Premises and any necessary repairs to the utilities serving the Premises, provided no such repairs arise from and damage to or use of such building by Tenant or Tenant's employees, agents, subtenants, contractors or invitees, ~~and to maintain the grounds of the Premises by performing snow removal and lawnmowing,~~ to the extent Landlord determines, in Landlord's sole discretion, that the same are reasonably necessary to Tenant's use of the Premises. Landlord shall make such repairs within a reasonable time, consistent with and contingent upon Landlord's budgetary, appropriation and borrowing requirements and with Landlord's obligation to comply with Legal Requirements, including Legal Requirements relating to public building projects and public procurement

ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant shall defend, indemnify and save Landlord harmless from and against any and all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Tenant, Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after Tenant enters the Premises for any reason and until the end of the term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant.

The foregoing indemnity and hold harmless agreement shall include, but not be limited to, indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

9.2. Release. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

The provisions of this Article IX shall survive any expiration or termination of this Lease.

ARTICLE X: INSURANCE

10.1 Tenant's Insurance. Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Premises or any part thereof, policies of insurance for the benefit of such parties, in the minimum amounts, and in the manner and form set forth in this Section. Tenant shall furnish certificates evidencing each such insurance coverage to Landlord prior entering the Premises for any reason, annually, at each anniversary of the Commencement Date, and at such other times as Landlord may reasonable request. Tenant shall require its insurer to give Landlord written notice at least thirty (30) days in advance of any termination, expiration or reduction in coverage. Tenant agrees that nothing herein shall limit the liability of Tenant to any such kinds and amounts of insurance coverage.

(a) *General Liability Insurance:* Tenant shall maintain comprehensive general liability insurance, insuring against claims for damages for bodily injury or death occurring upon, in, or about the Leased Premises, such insurance to afford protection in limits of not less than \$1,000,000 in respect to personal injury or death to any one person, and \$3,000,000 in respect to personal injury or death to any number of persons in any one occurrence; and \$1,000,000 for property damage; and

(c) *Worker's Compensation Insurance:* As required by law.

10.2 Contractor's Insurance. If Tenant makes Alterations to the Premises, Tenant shall require its contractors to maintain (i) worker's compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment supplies and materials furnished and stored, (iii) automobile liability insurance in the minimum amounts required by law with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit, (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease, (v) general liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total with a limit of \$1,000,000 an occurrence, and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury and/or property damage arising out of acts and omissions of Tenant or its contractors, employees or agents in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). Tenant shall require that Landlord be named as additional insurers on all subtenants, contractors and subcontractor's insurance, excluding Workers' Compensation.

10.3 General Requirements. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts and having a Best's rating of A or higher. Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

10.4 Personal Property. Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of fixtures, improvements, or other personal property of Tenant. Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. The provisions of this Section 10.4 shall survive any expiration or termination of this Lease.

ARTICLE XI: CASUALTY; EMINENT DOMAIN

11.1 Casualty and Eminent Domain. (a) If the Premises or any portion thereof shall be destroyed or damaged by fire or other casualty or taken by any public or quasi-public agency or authority other than Landlord by right of eminent domain, and the casualty/taking unreasonably interferes with the use of the Premises for the Permitted Uses in a manner comparable to such use prior to such casualty/condemnation, this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(b) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.

ARTICLE XII: TERMINATION; DEFAULT

12.1 Landlord's Rights. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

(a) failure to pay Rent within fourteen (14) days of the date such Rent is due; or

(b) failure to pay any other charge or sum herein specified or failure to carry and/or maintain the insurance required hereunder and such default shall continue for thirty (30) days after written notice thereof; or

(c) failure to observe or perform any other of Tenant's covenants, agreements, or obligations hereunder, including, without limitation, Tenant's failure to satisfy the Milestones for multiple successive years and/or comply with the others terms of the Business Plan, and such default shall not be corrected within ninety (90) days after written notice (or any shorter period, if specified herein); or

(d) the occurrence of any of the following events: (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this paragraph (d) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

In addition to all other remedies and rights provided for in this Lease, the Landlord shall, at Landlord's sole option and without any notice not otherwise required hereunder, have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, to remove Tenant's property and effects, to relet the Premises (as the agent of Tenant if this Lease has not been terminated) and to receive the rent therefor, and to cure such default for the account and at the expense of Tenant, all without prejudice to any other remedy at law or in equity which may be available to Landlord. Tenant shall indemnify Landlord against all payments which Landlord may incur by reason of such termination during the residue of the Term and such indemnification shall survive any termination of this Lease.

If Tenant shall fail to cure any default within the cure period provided, Landlord, without being under any obligation to do so, and without thereby waiving such default, may remedy such default for the account, and at the expense of, Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but

not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as Additional Rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

12.2 Tenant's Right. After the expiration of one year of the Term, and provided Tenant is not in default, Tenant shall have the right to terminate this Lease, subject to providing Landlord with at least six (6) months prior written notice of said termination. If such termination occurs in year one or year two of the Term, then Base Rent shall be payable to Landlord for such portion of the year for which Tenant has use or occupancy of any portion of the Premises. If such termination occurs in year three of the Term, then Base Rent shall be payable to Landlord in full without reduction or abatement.

ARTICLE XIII: MISCELLANEOUS

13.1. Amendments. No changes shall be made to the terms and conditions of this Lease unless the change is in writing and signed by all parties hereto.

13.2. Quiet Enjoyment. Landlord hereby covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.

13.3. Damages. Tenant agrees that in no event shall Landlord be responsible for any direct, indirect, punitive and/or consequential damages, whether the same is brought by and/or suffered by Tenant, any sublessees, its or their agents, employees, representatives, invites, and/or others acting by or through the Tenant and/or the sublessees, including, without limitation, any damage, loss, cost, expense, and/or liability relating to or arising from the termination of this Lease in accordance with the terms hereof, regardless of the cause thereof, and hereby releases, defends, indemnifies and holds harmless Landlord from and against any such claims, damages, judgments, demands and/or liabilities. The provisions of this Section 13.3 shall survive any termination of this Lease.

13.4. Yield Up at Termination of Lease. Tenant shall at the expiration or other termination of this Lease remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.

13.5. Holding Over. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance by Landlord of any payments made under this Lease, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month, which occupancy or use may at any time be terminated by either party by one (1) month's written notice to the other party.

13.6. Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.7. Binding Agreement; No Waivers; Governing Law; Personal Liability. This Lease contains the entire agreement between Landlord and Tenant, and all prior negotiations and agreements between the parties are merged into this Lease. This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease. No act by Landlord or its agent shall be deemed an acceptance of a surrender of the Premises or an agreement to accept such surrender unless in writing and signed by Landlord. No employee of Landlord or its agent shall have any power to accept the keys to the Premises and the delivery of the keys shall not operate as a termination of this Lease or surrender of the Premises. The parties acknowledge that the provisions of this paragraph are an essential and material part of this Lease.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Groton shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

Landlord or Landlord's agents have made no representations or promises with respect to the Premises except as may be expressly set forth by this Lease, and no rights or licenses are acquired by Tenant by implication or otherwise except as expressly set forth by this Lease. The taking possession of the Premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts the Premises and that the same were in good and satisfactory condition at the time such possession was so taken.

13.8. Notice. Any notice, demand, consent or approval required by this Lease relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed delivered when sent by any nationally recognized overnight carrier that routinely issues delivery receipts or mailed by certified mail, postage prepaid, addressed to the other party at the addresses listed in

Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

13.9. No Broker. Landlord and Tenant warrant and represent to the other that it has not dealt with any real estate broker in connection with this Lease or leasing opportunity.

[Remainder of Page intentionally left blank. Signatures follow on the following page(s).]

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto,
under seal.

LANDLORD:

TOWN OF GROTON,
By its Select Board

TENANT:

FRIENDS OF PRESCOTT, INC.

| ~~Barry A. Pease~~ Alison Manugian, Chair

By: _____
Mary Athey Jennings, its duly
authorized President

| ~~Alison Manugian~~ Joshua Degen, Vice-Chair
duly

By: _____
Bruce Howard Easom, its
authorized Treasurer

| ~~John Giger~~ Rebecca Pine, Clerk

| ~~Joshua Degen~~ John Giger, Member

| ~~Rebecca Pine~~ John Reilly, Member

Town of Groton
General Fund Statement of Revenues & Expenditures
September 30, 2020

	Current Budget FY21	July - Sept Actual FY21	Variance to FY21 Budget	1st Qtr % of Budget	Final FY20 Budget	July - June Actual FY20	1st Qtr Actual FY20	Variance to FY20 Budget	1st Qtr % of Budget	% of Budget Change	Notes
Revenue											
State Aid (Lottery/Exempts/Van)	971,581	234,107	(737,474)	24.10%	971,581	1,079,211	318,303	(653,278)	32.76%	73.57%	FY19 Qtr4 UGGA rec'd 1st Qtr FY20
Motor Vehicle/Boat Excise	1,555,341	180,952	(1,374,389)	11.63%	1,577,642	1,718,301	139,434	(1,438,208)	8.84%	131.56%	FY20 excise collected in FY21 Timing Differen
Local Option Meals Tax	100,000	25,884	(74,116)	25.88%	150,000	172,096	59,548	(90,452)	39.70%	65.19%	Covid suppressed revenue FY21
Local Option Room Occupancy Tax	50,000		(50,000)	0.00%	50,000	45,994		(50,000)			FY20 is 1st year for Room Occ. Tax
Penalties and Interest on Taxes	110,000	44,227	(65,773)	40.21%	90,000	93,835	13,917	(76,083)	15.46%	260.09%	4th Qtr FY20 rec'd 1st Qtr FY21 (deferrals)
Payments in Lieu of Taxes	265,000	60,000	(205,000)	22.64%	260,000	242,168	17,119	(242,881)	6.58%	344.07%	LA FY20 Pilot rec'd FY21
Other Charges for Service (Dunst)	82,000	350	(81,650)	0.43%	82,000	79,319	250	(81,750)	0.30%	143.33%	
Country Club Revenue	515,939	171,273	(344,666)	33.20%	493,838	323,711	154,158	(339,680)	31.22%	106.34%	FY20 impacted by Covid Closures
Fees (incl Van vouchers)	300,000	133,567	(166,433)	44.52%	289,737	340,328	123,430	(166,307)	42.60%	104.51%	
Rentals (Cell Towers)	40,000	13,625	(26,375)	34.06%	49,000	49,900	10,024	(38,976)	20.46%	166.47%	
Library Fines	12,000	420	(11,580)	3.50%	12,000	7,620	2,416	(9,584)	20.13%	17.39%	Fine activity impacted by COVID FY20/21
Other Departmental Revenue	725,000	344,100	(380,900)	47.46%	700,000	517,610	8,426	(691,574)	1.20%	3955.00%	GELD 4th Qtr FY20 rec'd in FY21
Licenses and Permits	300,000	98,709	(201,291)	32.90%	300,000	455,235	90,622	(209,378)	30.21%	108.90%	
Fines and Forfeits	20,000	4,405	(15,595)	22.03%	25,000	19,784	8,268	(16,732)	33.07%	66.62%	Fine activity impacted by COVID FY20/21
Investment Income	40,000	11,310	(28,690)	28.28%	40,000	44,398	20,164	(19,836)	50.41%	56.10%	
Misc Non-recurring (State Aid)	0		0		0			0			
Misc (Bond Prem Amort & Other)	0		0	#DIV/0!	14,318	21,887	3,263	(11,055)	22.79%	#DIV/0!	Bond PremAmort/111F Reimb/ Unclaimed Pro
Enterprise Allocation for Indirects	256,264	48,762	(207,502)	19.03%	236,288	233,221	43,174	(193,114)	18.27%	104.16%	
Real Estate and Personal Prop	35,025,919	8,502,629	(26,523,290)	24.28%	33,723,200	33,332,029	8,033,093	(25,690,107)	23.82%	101.93%	
Total Revenue	40,369,044	9,874,320	(30,494,724)	24.46%	39,064,604	38,776,647	9,045,609	(30,018,995)	23.16%	105.61%	
Expenditures (Operating Expenses)											
General Government	2,581,473	740,738	1,840,735	28.69%	2,556,043	2,296,179	716,103	1,839,940	28.02%	102.39%	
Public Safety General Fund**	4,369,427	940,596	3,428,831	21.53%	4,391,829	4,024,150	878,751	3,513,078	20.01%	107.60%	
Department of Public Works	2,254,853	361,448	1,893,405	16.03%	2,250,122	2,224,602	428,770	1,821,352	19.06%	84.10%	
Culture, Rec, & Citizen's Svcs	1,719,650	406,028	1,313,622	23.61%	1,695,450	1,505,855	503,783	1,191,667	29.71%	79.47%	
Employee Benefits and Other*	3,966,369	2,553,943	1,412,426	64.39%	3,841,547	3,687,478	2,521,963	1,319,584	65.65%	98.08%	
Total Operating Expenses	14,891,772	5,002,753	9,889,019	33.59%	14,734,991	13,738,264	5,049,370	9,685,621	34.27%	98.02%	
**\$301,603 = Dispatch Grants Awarded for FY21, \$27,154 offset to Dispatch Budget thru 9/30/20											
Expenditures (Non -Operating Exp.)											
Special Articles Voted for Current Yr	375,100	5,091	370,009	1.36%	514,945	375,378	5,477	509,468	1.06%	128.30%	
PY Articles/Enc(SeeUse of Enc Below)	553,047	93,282	459,765	16.87%	485,927	169,275	68,537	417,390	14.10%	119.65%	
Education	23,680,684	5,920,171	17,760,513	25.00%	23,251,705	23,251,705	5,995,127	17,256,578	25.78%	96.97%	
Debt Service	1,737,302	101,926	1,635,376	5.87%	1,604,192	1,604,191	173,046	1,431,146	10.79%	54.40%	
Intergovernmental (State Offsets)	93,392	23,707	69,685	25.38%	93,392	93,392	23,348	70,044	25.00%	101.52%	
Total Non - Operating Expenses	26,439,525	6,144,177	20,295,348	23.24%	25,950,161	25,493,941	6,265,535	19,684,626	24.14%	96.27%	
Excess (Deficiency) Before OFS&U	(962,253)	(1,272,610)	(310,357)	132.25%	(1,620,548)	(455,558)	(2,269,296)	(648,748)	140.03%	94.44%	
Other Financing Sources											
Transfers from Other Funds	1,020,272	1,020,272	0	100.00%	1,324,592	1,324,592	1,324,592	0	100.00%	100.00%	CapStab/EMS Receipts
Use of Avail. Funds: Encumbrances	553,047	553,047	0	100.00%	482,477	482,477	482,477	0	100.00%	100.00%	Funded in Prior Fiscal Year
Avail. Funds: F. C./Overlay Surplus	297,091	297,091	0	100.00%	381,507	381,507	381,507	0	100.00%	100.00%	
Total OFS	1,870,410	1,870,410	0	100.00%	2,188,576	2,188,576	2,188,576	0	100.00%	100.00%	
Other Financing Uses											
Overlay & Deficits to be Raised	272,343	272,343	0	100.00%	220,799	220,799	220,799	0	100.00%	100.00%	Sno&Ice/Library Offset/Overlay/Recap Debt
Transfers to Other Funds	339,618	339,618	0	100.00%	341,526	341,526	341,526	0	100.00%	100.00%	Stabilization/OPEB/Capital Projects BANS
Total OFU	611,961	611,961	0	100.00%	562,325	562,325	562,325	0	100.00%	100.00%	
Excess (Deficiency) Incl. OFS&U	296,196	(14,161)	(310,357)		5,703	1,170,693	(643,045)	(648,748)			

**\$294,740= Dispatch Grants Awarded for FY20, \$80,808 offset to Dispatch Budget thru 9/30/19

Town of Groton
General Fund Statement of Revenues & Expenditures
September 30, 2020

	<i>Current Budget FY21</i>	<i>July - Sept Actual FY21</i>	<i>Variance to FY21 Budget</i>	<i>1st Qtr % of Budget</i>	<i>Final FY20 Budget</i>	<i>July - June Actual FY20</i>	<i>1st Qtr Actual FY20</i>	<i>Variance to FY20 Budget</i>	<i>1st Qtr % of Budget</i>	<i>% of Budget Change</i>	<i>Notes</i>
Salaries/Wages Expenditures by Function of Government											
General Government:											
BOS/Town Manager	354,036	79,524	274,512	22.46%	348,637	348,495	79,893	268,744	22.92%	97.99%	
Accountant	146,710	34,326	112,384	23.40%	142,947	142,931	33,741	109,206	23.60%	99.15%	
Assessors	145,256	33,652	111,604	23.17%	141,130	141,130	32,940	108,190	23.34%	99.27%	
Treasurer/Collector	213,012	49,234	163,778	23.11%	212,403	212,403	48,307	164,096	22.74%	101.63%	
Personnel	84,313	21,545	62,768	25.55%	82,673	82,673	21,136	61,537	25.57%	99.92%	
Information Technology	178,099	42,040	136,059	23.60%	173,753	173,753	41,511	132,242	23.89%	98.79%	
Town Clerk/Elections	178,939	45,047	133,892	25.17%	158,012	155,214	33,424	124,588	21.15%	119.01%	Election activity FY19 1st Qtr
Land Use Conservation Comm.	71,545	17,621	53,924	24.63%	70,169	70,043	17,454	52,715	24.87%	99.03%	
Land Use Inspection Services	186,645	62,546	124,099	33.51%	212,330	201,004	41,736	170,594	19.66%	170.45%	
Land Use (Planning/ZBA)	106,893	26,079	80,814	24.40%	103,841	103,841	23,050	80,791	22.20%	109.91%	
Total General Government	1,665,448	411,614	1,253,834	24.71%	1,645,895	1,631,487	373,192	1,272,703	22.67%	109.00%	
Public Safety:											
Police Department	2,237,198	502,194	1,735,004	22.45%	2,207,441	2,177,171	523,111	1,684,330	23.70%	94.73%	
Fire Department	1,238,244	240,433	997,811	19.42%	1,174,641	1,091,971	212,636	962,005	18.10%	107.29%	
Dispatch (paid from Gen Fund) **	416,823	109,175	307,648	26.19%	479,816	337,559	64,324	415,492	13.41%	195.30%	Grant Support rec'd
Animal Cntrl/Dog Officer	19,164	4,422	14,742	23.07%	19,164	19,164	4,422	14,742	23.07%	100.00%	
Total Public Safety	3,911,429	856,224	3,055,205	21.89%	3,881,062	3,625,865	804,493	3,076,569	20.73%	105.60%	
Department of Public Works:											
Municipal Buildings	149,451	32,268	117,183	21.59%	145,276	144,189	31,202	114,074	21.48%	100.51%	
Highway	823,714	174,899	648,815	21.23%	815,890	796,913	184,860	631,030	22.66%	93.69%	
Snow & Ice	140,000	0	140,000	0.00%	140,000	148,927	0	140,000	0.00%	#DIV/0!	
Solid Waste	143,243	29,396	113,847	20.52%	138,211	134,303	28,604	109,607	20.70%	99.13%	
Total DPW	1,256,408	236,563	1,019,845	18.83%	1,239,377	1,224,332	244,666	994,711	19.74%	95.39%	
Culture, Rec, & Citizen's Svcs:											
COA/COA Van	214,985	43,012	171,973	20.01%	208,861	189,408	46,871	161,990	22.44%	89.17%	
Vets Svcs/Water Safety/Graves	9,450	1,154	8,296	12.21%	9,368	6,765	3,179	6,189	33.93%	35.99%	
Library	739,323	145,776	593,547	19.72%	724,398	672,272	155,261	569,137	21.43%	92.02%	
Country Club	305,634	85,381	220,253	27.94%	277,017	276,992	118,134	158,883	42.65%	65.51%	Xtra lifeguards/Club Attendant 1st Qtr FY20
Total Culture, Rec. & Citizen's Svcs	1,269,392	275,323	994,069	21.69%	1,219,644	1,145,437	323,445	896,199	26.52%	81.79%	
Grand Total Salaries & Wages	8,102,677	1,779,724	6,322,953	21.96%	7,985,978	7,627,121	1,745,796	6,240,182	21.86%	100.46%	
Benefits:											
County Retirement	2,090,289	2,090,289	0	100.00%	1,973,053	1,973,053	1,973,053	0	100.00%	100.00%	
Health / Life Insurance *	1,726,080	435,442	1,290,638	25.23%	1,707,394	1,582,431	520,738	1,186,656	30.50%	82.72%	
Other Benefits (Medicare/Unemplmt)	150,000	28,212	121,788	18.81%	161,100	131,994	28,172	132,928	17.49%	107.55%	
Total Benefits	3,966,369	2,553,943	1,412,426	64.39%	3,841,547	3,687,478	2,521,963	1,319,584	65.65%	98.08%	
Total Salaries/Wages/Benefits	12,069,046	4,333,667	7,735,379	35.91%	11,827,525	11,314,599	4,267,759	7,559,766	36.08%	99.53%	

** \$145,245 = Dispatch Wage Grants Awarded for FY21; \$0 offset to Dispatch Budget thru 9/30/20

**\$200,574 = Dispatch Wage Grants Awarded for FY20, \$49,169 offset to Dispatch Budget thru 9/30/19

FISCAL YEAR 2021 GOALS OF THE GROTON SELECT BOARD

While the Select Board has set several goals for this year, a majority of their time and effort (as well as the Town Manager's) will be focused in FY 2021 on managing through the Pandemic/State of Emergency and Union Contract Negotiations.

1. Review Existing Committees Select Board Member Assigned – Alison Manugian

Goal: Conduct a review of and make adjustments to all existing committees under SB purview. Review based on membership count & meeting frequency. Review charge and 'output' relating thereto & make adjustments as needed & combining committees where/if this makes sense. Review overall committee structures and efficacy

Measurable Benchmark: A sub-committee is formed made up of members of the Board, the Town Manager and the Executive Assistant by October 1, 2020. A thorough review and recommendation on what Committees are to continue and what are to be disbanded is made by February 1, 2021.

October 19, 2020 Update No action taken as of yet. The Town Manager plans on setting up a meeting in the near future with the Chair of the Select Board and Executive Assistant to start this process.

2. Review Trainings Offered to Employees Select Board Member Assigned – John Giger

Goal: Conduct a review of trainings offered to employees upon hire and on an ongoing basis. Determine which trainings are mandatory and determine if the process of finding programs is management driven. Determine if trainings are related to specific topics of concern to management and the community.

Measurable Benchmark: A sub-committee is formed made up of members of the Board, the Personnel Board, the Town Manager and the Human Resources Director to review all trainings offered by October 1, 2020. A listing of trainings is created and approved by the Select Board by March 1, 2021. The trainings are to be reviewed annually by the Town Manager and Human Resources Director.

October 19, 2020 Update The Human Resources Director is in the process of developing a list of all trainings offered. Once completed, the Town Manager will organize a meeting with Select Board Member Giger, Personnel Board Chair Robertson and the Human Resources Director to review and recommend additional trainings, if necessary.

**3. Understand Options and Alternatives for Affordable Housing
Select Board Member Assigned – Becky Pine**

Goal: Use the information in the Housing Production Plan regarding available town-owned land, and work collaboratively with the Affordable Housing Trust to take steps toward increasing the number of Affordable Housing Units in Groton.

Measurable Benchmark: A workshop between the Select Board and Affordable Housing Trust is scheduled by January 1, 2021 to review the issue in more detail, with the expectation that a formal plan is adopted by both Boards by the 2021 Spring Town Meeting, with the ultimate goal of creating new affordable housing units within three years.

October 19, 2020 Update The workshop has been scheduled for November 16, 2020.

**4. Assess Long Term Needs of Prescott School
Select Board Member Assigned – John Reilly**

Goal: Assess Prescott long term needs and identify options to move forward. Develop renovation cost & construction duration. Develop Funding Sources.

Measurable Benchmark: Prior to going out to bid for a new long-term lease of the Prescott School, the Select Board, in conjunction with the Prescott Oversight Committee, determines what, if any, changes need to be made to the RFP.

October 19, 2020 Update The RFP was issued and will be awarded on October 19th. The Oversight Committee will be making a recommendation to the Board on a lease that addresses the long-term viability of the Prescott School.

**5. Review Town's Participation in Community Preservation Act
Select Board Member Assigned – Joshua Degen**

Goal: Continue Review with the Community Preservation Committee to determine if Town will continue to participate in the Community Preservation Act.

Measurable Benchmark: Schedule a second workshop with the Community Preservation Committee by December 31, 2020 to follow-up on workshop held in the Spring of 2020. Decide if an Article will be placed on the 2021 Spring Town Meeting Warrant and Election to end the Town's participation in the CPA, or change the percentage is warranted.

October 19, 2020 Update Need to schedule workshop with CPC.

FISCAL YEAR 2021 GOALS OF THE TOWN MANAGER

1. Union Contract Negotiations

Goal: Determine guidance for Town Manager on upcoming negotiations, including whether or not to have a member of the School Committee participate in advisory discussions with Town Manager.

Measurable Benchmark: Schedule guidance meeting with Finance Committee and Town Manager by October 1, 2020. Develop strategy for the upcoming negotiations prior to Town Manager starting negotiations with all seven unions.

October 19, 2020 Update The Select Board will hold an Executive Session on October 19th to discuss this with the Town Manager. A follow-up Executive Session with the Select Board and Finance Committee is scheduled for October 26th.

2. Review and Update Traffic Rules and Regulations

Goal: Review and update Chapter 266, Traffic Rules and Regulations, of the Code of Groton since the last update was in 2009. Update and confirm all new streets, as well as their speed and traffic control signage. Ensure traffic signage on the ground matches the traffic signage called for in Chapter 266. Review all speed regulations and bring them up to date, as well as parking violations and fines.

Measurable Benchmark: Establish a sub-committee made up of a member of the Select Board, Town Manager, Town Clerk, Executive Assistant and Police Chief by September 1, 2020. A thorough review and update of the existing Rules and Regulations is presented to the Select Board for a public hearing by March 1, 2021. The revised rules and regulations are adopted by the Select Board by June 1, 2021.

October 19, 2020 Update No action as of yet. Will begin review in the next month or two.

3. Develop Strategy to Address Long Term Disability

Goal: Explore ways to prepare for, and cover the costs of, long-term employee absences, via insurance, or other methods of setting funds aside to pay for these costs.

Measurable Benchmark: Town Manager and Human Resources Director develop a plan/strategy for ways to pay for long-term absences and present it to the Select Board for adoption by December 31, 2020.

October 19, 2020 Update The Human Resources Director has begun looking into various plans. The Town Manager and Human Resources Director will have a proposal to the Board by the end of the year.

**SELECT BOARD MEETING MINUTES
MEETING PRIOR TO TOWN MEETING
SATURDAY, OCTOBER 3, 2020
UN-APPROVED**

SB Members Present: Alison S. Manugian, Chair; Joshua A. Degen, Vice Chair; Rebecca H. Pine, Clerk; John R. Giger, Member; John F. Reilly, Member

Also Present: Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant;

Ms. Manugian called the meeting to order at 9:38am.

1. Mr. Haddad said that he had provided the Board with a revised stormwater utility budget where the budget reflected wages based on 7 months. He asked the Board to consider approving the revised budget and to set the revised fee at \$42.27.

Mr. Giger moved to approve the budget at \$188,800 and set the revised fee at \$42.27. Mr. Degen seconded the motion. The motion carried unanimously.

Mr. Degen and Ms. Pine changed their positions on the article relative to this topic to in favor.

2. Mr. Haddad said that because Red Pepper Lane was not accepted by the Select Board, the residents on Olivia Way were being affected. He said he would like to ask the developer to sign a release authoring the Town to plow Red Pepper Lane over the winter so allow the residents access to their road.

Ms. Manugian made a motion to allow the developer to sign a release allowing the Town to plow over the winter. Mr. Reilly seconded the motion. The motion carried unanimously.

3. Ms. Manugian made a motion to extend the warrant signing authority for 30 days to the Town Manager and Mr. Reilly. Ms. Pine seconded the motion. The motion carried 4-0-1 with Mr. Reilly abstaining.

Ms. Manugian adjourned the meeting to Town Meeting at 9:45am.

Approved: _____
Rebecca H. Pine, Clerk

_____ respectfully submitted:
Dawn Dunbar, Executive Assistant

Date Approved:

**SELECT BOARD MEETING MINUTES
VIRTUAL MEETING
MONDAY, OCTOBER 5, 2020
UN-APPROVED**

SB Members Virtually Present: Alison S. Manugian, Chair; Joshua A. Degen, Vice Chair; Rebecca H. Pine, Clerk; John R. Giger, Member; John F. Reilly, Member

Also Virtually Present: Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant; Melisa Doig, HR Director; Patricia Dufresne, Town Accountant; Michael Hartnett, Tax Collector/Treasurer; Tom Delaney, DPW Director; Bud Robertson;

Ms. Manugian called the meeting to order at 7:00pm and reviewed the agenda.

ANNOUNCEMENTS

Ms. Pine said that the Town Clerk would be speaking about voting in Groton on October 6th at 6pm via Zoom.

Mr. Bouchard said that they just received ballots from the State that day and would be mailing them out later that week.

TOWN MANAGER'S REPORT

1. Mr. Haddad said that the Town continued to operate within the COVID protocols adding that the second round of Cares Act funding requirements had just been released.
2. Mr. Haddad said that with respect to Halloween, he and the Police Chief were recommending that door to door trick or treating not be allowed this year due to the uptick in cases they were seeing in Groton. Mr. Haddad said that the CDC guidelines were followed when making this recommendation. Chief Luth said that they went over 6 weeks with no cases but had seen 8 new cases since August 21st. He said that the uptick would continue through Halloween based on the trends. Mr. Haddad said that the CDC was saying that traditional trick or treating was considered a high-risk activity. Mr. Giger asked if the CDC guidelines were posted on the Town's website and if not, he thought it should be. Ms. Pine said she thought they should make a strong statement that door to door trick or treating not be allowed adding this could not be done safely. Ms. Manugian said she agreed adding that communities around them were cancelling and didn't want to risk seeing those communities come to Groton if they didn't cancel.

Ms. Pine moved that the Select Board, under their emergency orders, prohibit door to door trick or treating this year. Mr. Degen seconded the motion. Roll Call: Pine-aye; Degen-aye; Reilly-aye; Giger-aye; Manugian-aye

Mr. Haddad explained that Groton had gone from a gray designation community to a green community based on the data from the State. Mr. Haddad said that because they were not a red community, they were allowed to move into Step 2 of Phase 3. Mr. Haddad said that unless the Board had an objection, they would be moving into this step. He outlined what was allowed under this phase and step. Ms. Pine asked about pickleball at the Senior Center and Prescott School. Mr. Haddad said he would have to check on this but thought it might be allowed. Ms. Manugian said that they seemed to be moving in the wrong direction and cautioned people to continue wearing their masks.

FLORENCE ROCHE BUILDING PROJECT PRESENTATION

Meryl Nistler from Studio G Architects was present along with other team members, Sylvia Mihich from Studio G, David Saindon, Eileena Long and Brian Dakin from Leftfield.

Ms. Nistler explained the MSBA process and the 8 modules they needed to go through to get them to the final product. She outlined the ways in which they had engaged the community thus far. She said that they would be improving the site to include improved pick up/drop off, an outdoor, age appropriate playground, opportunity for natural play and teaching gardens and a playing field with walking paths for community access. She said that it would be built for 530 students but designed for 645 students, and house grades K-4/ She added that it would be a 109,800 sqft building, with room for 36 classrooms and additional support spaces.

Sylvia Mihich explained the site plan and showed that the school would be pushed toward the back of the property behind the current school. Ms. Mihich explained the floor plans and the interior layout of the proposed building plans.

David Saindon with Leftfield explained the tax impact/debt service. He said that they used \$80M as the upper limit of the project with the town share being \$55M and the MSBA share being \$25M. He said that the first couple of years would be short-term borrowing. He said that additional estimates would be done in November which would further refine this number. Ms. Nistler pointed out the project website and directed people to it should they want additional information.

Ms. Manugian thanked the team for the presentation. Ms. Pine said she looked for the building plans on the website but could not find them. Ms. Nistler said that they could make them stand out more. Ms. Pine asked if there was a plan to replace the existing track. Ms. Manugian said that there was not adding there was a walking path proposed instead. Ms. Pine said it appeared that no trees for shade were proposed for the indoor learning area. Ms. Manugian said that the drawings were not completed yet but shade was being discussed. Ms. Pine said she didn't think there was enough space for nursing, guidance, and psychology. Mr. Degen said he liked the layout of the spaces and neighborhoods, the façade and the use of the outdoor learning lab. Mr. Degen said he saw traffic congestion occurring with the parent drop off area having only a one way in and out. He also cautioned the design team on putting in too much green landscape because of the lack of help to maintain it. Mr. Giger asked if they reached a point that they were looking at exterior lighting and cautioned them that they further back they moved the building the closer it got to residential housing. Ms. Nistler said that they had not. Mr. Saindon said it would be all led lighting but it had not been designed yet.

TOWN MANAGER'S REPORT – CONT.

3. Mr. Haddad said that they had a request from the Town Clerk to appoint two members to the Board of Registrars (one for a full three-year term and one for a two-year term to fill a vacancy on the Board). Mr. Haddad said that Jane Fry (a Democrat), who was first appointed to the Board in 2016 was up for reappointment. He said that he and the Town Clerk were recommending that Ms. Fry be reappointed to a three-year term to expire in 2023. He said that there was also a vacancy on the Board due to the fact that Sally Hensley had moved out of Town. Mr. Haddad said that the Board needed to appoint a registrar to fill this vacancy through 2022. Mr. Haddad said that State Law required that the members of the Board to represent the two leading parties, but no party could have more than two members. Mr. Haddad said that right now, there was one Democrat and one Republican on the Board adding that the Town Clerk was also a member, but was Unenrolled. Mr. Haddad said that the Select Board could appoint either a Democrat or Republican to fill this vacancy adding that the two parties had nominated individuals to serve on the Board of Registrars.

Town Clerk, Mike Bouchard said that he was recommending Jane Fry as she had served previously but was leaving the other vacancy up to the Board to fill. Mr. Bouchard said he didn't have an issue with any of the individuals and would be happy to have any of them serve. He added they were primarily an unenrolled Town. Ms. Pine said she was moving to fill the vacancy with a registered Democrat.

Ms. Pine moved to reappoint Jane Fry as a BOR with a term to end June 30, 2023. Mr. Degen seconded the motion. Roll Call: Pine-aye; Degen-aye; Giger-aye; Manugian-aye; Reilly-aye

Ms. Pine moved to fill the vacancy with a registered Democrat with a term to expire June 30, 2022. Ms. Manugian seconded the motion.

Mr. Giger asked if it could be one Democrat, one Republican and 2 Unenrolled. Mr. Bouchard said that the statute said that 2 Unenrolled persons could not be appointed to the Board of Registrars adding he was Unenrolled. Mr. Degen said that the August 2020 numbers showed that the Democrats were almost double that of the Republicans. He said he was very comfortable appointing a democrat to the vacancy.

Roll Call: Manugian-aye; Pine-aye; Degen-aye; Reilly-aye; Giger-aye. The motion carried 3-2 in favor.

Mr. Reilly said he voted against this because they couldn't appoint an additional Unenrolled person. Mr. Giger said he agreed with Mr. Reilly.

Ms. Manugian asked if they had more information on the Democratic candidates. Mr. Bouchard said that they did not. Ms. Manugian asked if they had room to wait for additional information from the candidates. Mr. Degen said that they should not wait adding they had an election forthcoming.

Mr. Degen moved to appoint John Sopka to the Board of Registrars for a term to expire June 30, 2022. Ms. Manugian seconded the motion. Roll Call: Reilly-aye; Degen-aye; Pine-aye; Manugian-aye; Giger-aye

4. Mr. Haddad said that the Town Clerk was recommending a temporary change in the polling locations for Precincts 2 and 3 for the State Election to be held on November 3, 2020. Mr. Haddad said that Section 11 of Chapter 115 of the Acts of 2020 allowed the Select Board to make this change at least 20 days prior to the Election. Mr. Haddad said that the Town Clerk was recommending that the Middle School North be the temporary location for Precincts 2 and 3.

Mr. Degen made the motion to temporarily change the polling location for precincts 2 and 3 to Middle School North. Mr. Reilly seconded the motion. Roll Call: Reilly-aye; Degen-aye; Pine-aye; Manugian-aye; Giger-aye

GREAT PONDS ADVISORY COMMITTEE PRESENTATION

Jim Luening, Chair of the GPAC Committee called them to order at 8:32pm.

Mr. Luening said that Baddacook had 9 invasive weeds that were in the lake. He said that Solitude Lake Management was awarded the contract to supply a harvest operator, dump truck and driver to harvest the weeds. He said that 96 loads of weeds were cut this past year.

Mr. Alex Woodle said that there had been a tremendous increase in activity on Lost Lake/Knops Pond this year by kayaks and fishing tournaments. He said that they did their annual spot treatment in June. He said that they had a CPC application approved on Saturday to put out an RFP for another treatment next year.

Mr. Bob Anderson said that Duck Pond had a compressor installed that would feed the bottom of the pond oxygen fresh air. He said that the system worked adding the water quality tests were good. He said that they may need additional CPA funds to continue the process and would be exploring that.

TOWN MANAGERS REPORT-CONT.

5. Mr. Haddad thanked Ms. Dunbar and all the department heads for their help at Town Meeting on Saturday. Mr. Haddad said that they didn't have too much Town Meeting follow-up and reviewed those necessary items. He thanked Mr. Degen for showing how the consent agenda worked by holding an item for additional discussion and a separate vote. Mr. Giger said it was really important that the sidewalk efforts on Route 40 be extended to the castle entrance. Mr. Delaney said that there was designated parking at Gibbet Hill up to the castle. Mr. Giger suggested signage along Route 40 alerting people to the parking at Gibbet Hill.

Ms. Pine applauded those that had a role in making sure Town Meeting happen. Ms. Pine disagreed with the consent agenda for the CPA projects. She said that it was necessary this year but hoped they didn't put the CPA projects into a consent agenda when they got back to a more normal town meeting. She thought that they lost something by doing it this way. Mr. Reilly said he was impressed by the preparedness of the citizens at Town Meeting also. Mr. Degen thanked Ms. Dunbar, Mr. Haddad and all the department heads for everything. Mr. Degen said he had advocated for Saturday Town Meetings for a long time and thought they should strongly consider this as a permanent change.

6. Mr. Haddad said he sent the Board an email about the Stormwater Utility budget. He said that they based the fee on 4468 parcels with a fee of \$42.27. He said that they were preparing the bills today and double checked the parcel numbers and found that they only had 4008 parcels which would make the fee \$47.11. He said that parcels owned

by the Town and the Commonwealth were included and shouldn't have been. He asked the Board for their direction. Ms. Manugian asked how painful a \$20K reduction would be. Mr. Delaney said that they could probably shuffle some of the reporting off and back off on the consultant fees for a year or so. He said that some reporting needed to be done within a couple of years. Mr. Haddad said that the only downfall in not increasing the fees would mean a larger increase next year. Mr. Degen said that mistakes do happen but that he and Ms. Pine wanted to keep the fees as low as possible. Ms. Pine asked if they were sure all impervious parcels were counted. Mr. Haddad said that the Principal Assessor had gone through the list very carefully. Mr. Giger suggested splitting the \$10K over the next 2 years. Mr. Haddad asked if the Town should be paying fees on town owned parcels. Ms. Dufresne said that she thought they should because of past precedent. Mr. Haddad said that they could leave the fee at \$42.27 and budget for Town fees. He said he would need to find out what the budget difference was by adding town parcels and not Commonwealth parcels. Mr. Haddad said he would not over extend the budget and wanted to make sure that was clear. It was decided to leave the fee at \$42.27.

7. Mr. Haddad said that the Invasive Species Committee was recommending that Alison Hamilton and Ron Strohsahl be appointed to the Committee adding that the appointments would run through June 30, 2021. He respectfully requested that the Board consider making these appointments.

Mr. Degen made a motion to appoint Alison Hamilton and Ron Strohsahl to the Invasive Species Committee with a term to end June 30, 2021. Ms. Manugian seconded the motion. Roll Call: Pine-aye; Manugian-aye; Giger-aye; Reilly-aye; Degen-aye

8. Mr. Haddad reviewed the Board's schedule moving forward.

ON-GOING ISSUES

A: Mr. Haddad said that the sprinkler system was moving along at the Prescott School.

B: Mr. Haddad said that the Water Department was planning on coming to the Spring Town Meeting for the design portion of the manganese treatment facility upgrades. Mr. Giger said that the State had identified 6 different types of PFAS and thought they should put it on a list to pay attention to. Mr. Degen said that the Board of Health should be included also.

E: Mr. Haddad said that they were well underway on the Green Communities grant projects. He said that they would start looking at projects for the next round of funding over the winter.

G: Mr. Haddad said that once the final paving was done at the Highway Garage, he would provide the Board with a final accounting.

Mr. Haddad said that the Fire Department received delivery on Friday of the new Engine 3 which was very exciting.

Mr. Haddad said that COVID forced people to golf a lot this summer adding golf revenues were up over last year.

MINUTES

Ms. Pine made a motion to approve the meeting minutes of September 21, 2020. Mr. Degen seconded the motion. Roll Call: Pine-aye; Degen-aye; Manugian-aye; Giger-aye; Reilly-aye

Ms. Manugian adjourned the meeting at 9:25pm.

Approved: _____
Rebecca H. Pine, Clerk

_____ respectfully submitted:
Dawn Dunbar, Executive Assistant

Date Approved: