



TOWN OF GROTON

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

Select Board

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

Town Manager
Mark W. Haddad

SELECT BOARD MEETING
MONDAY, JUNE 10, 2024
AGENDA
SELECT BOARD MEETING ROOM
2nd FLOOR
GROTON TOWN HALL

- 6:00 P.M. Announcements and Review Agenda for the Public
- 6:05 P.M. Public Comment Period #1
- I. 6:06 P.M. Town Manager's Report
1. Discussion/Meeting – Rob Maloney – Water Superintendent-In-Training
 2. Principal Assessor Megan Foster – Discussion on Senior Means Tested Exemption
 3. Consider Ratifying the Annual Appointments and Nominations of the Town Manager
 4. Proposed Select Board Meeting Schedule through Labor Day
- II. 6:10 P.M. Items for Select Board Consideration and Action
1. Consider Approving Renewal of Verizon Cable License
 2. Consider Making the Annual Appointments of the Select Board
 3. Consider Approving a One Day All Alcoholic Beverages License for the Friends of Prescott for the Wonders of Rum to be held on Friday, June 21, 2024 from 7:00 p.m. to 8:30 p.m.
- III. 6:15 P.M. Sustainability Committee – Discussion/Update – Greenhouse Gas Inventory/Climate Action Plan and Discussion/Update Proposed Expansion at Hanscom Field

OTHER BUSINESS

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

- A. PFAS Issue
- B. Green Communities Application and Implementation
- C. Florence Roche Elementary School Construction Project
- D. PILOTs

SELECT BOARD LIAISON REPORTS

- IV. Public Comment Period #2
- V. Minutes: Special Meeting of May 18, 2024
 Regularly Scheduled Meeting of May 20, 2024
- VI. Executive Session – Pursuant to M.G.L., c.30A, §21(a), Clause 2 – “To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel” – Purpose – Contracts of Police Chief and Treasurer/Collector

ADJOURNMENT

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



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Town Manager
Mark W. Haddad

To: *Select Board*

From: *Mark W. Haddad – Town Manager*

Subject: *Weekly Agenda Update/Report*

Date: *June 10, 2024*

TOWN MANAGER'S REPORT

In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues List, there is one item scheduled on Monday's Agenda. The Sustainability Commission will be in attendance at Monday's meeting to update the Board on their Greenhouse Gas Inventory and Climate Action Plan. Enclosed with this report is a copy of the presentation they are planning on making. In addition, the Committee would like the Board to adopt a resolution against the proposed expansion at Hanscom Field in Bedford. Also enclosed with this report is the proposed resolution they would like the Board to adopt.

1. Water Superintendent Tom Orcutt has informed me of his intention to retire in December, 2025. Similar to the DPW Director in Training Program, the Water Commission requested that we implement a Water Superintendent in Training Program. To that end, the Water Commission and I have selected Rob Maloney, currently a Water Technician with the Department, for this position. I would like to introduce Rob to the Board at Monday's meeting.
2. Principal Assessor Megan Foster will be in attendance at Monday's meeting to update the Board on various exemptions for Seniors, including the proposal from Governor Healy on the "Senior Means Tested Exemption. Specifically, Megan will address the following:

S.2571 – "The Municipal Empowerment Act" filed by Governor Maura Healey **Senior Means Tested Exemption (54,85)** – This local option allows cities and towns to grant an additional property tax exemption to qualifying seniors. Criteria for exemption includes owning and living in the subject home, having durational residency, and qualifying based on certain other income and asset levels. The amount of the exemption is determined locally and provided for within the residential class, similar to the residential exemption.

H.2798 -- Would create a local option to offer a means-tested senior exemption based on the criteria for the senior Circuit Breaker state income tax credit (Status: Reporting date extended to July 31, 2024)

H.2758 – Would create at local option to increase Clause 41C senior exemptions up to \$2,000.

Select Board
Weekly Agenda Update/Report
June 10, 2024
page two

3. It is that time of year for the Town Manager to make his annual appointments and nominations for appointment. Enclosed with this report is a list of my proposed appointments/nominations. I would ask the Board to consider ratifying/making these appointments at Monday's meeting.
4. I would like to propose the following schedule that will take the Select Board through Labor Day:

Monday, June 17, 2024	-Special Meeting to Approve Bonds – Time TBD
Monday, June 24, 2024	-Establish Goals for the Ensuing Year -Start Annual Review of Town Manager -Interview Fire Chief Finalists
Tuesday, June 25, 2024	-Fire Chief Finalists Assessment Center
Monday, July 1, 2024	-Appoint Fire Chief
Monday, July 8, 2024	-No Meeting
Monday, July 15, 2024	-In Joint Session with Finance Committee – Approve FY 2024 Line Item Transfers -Call for the 2024 Fall Town Meeting
Monday, July 22, 2024	-No Meeting
Monday, July 29, 2024	-Regularly Scheduled Meeting
Monday, August 5, 2024	-No Meeting
Monday, August 12, 2024	-Regularly Scheduled Meeting
Monday, August 19, 2024	-No Meeting
Monday, August 26, 2024	-Regularly Scheduled Meeting
Monday, September 2, 2024	-No Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. Attached with this Report is the proposed License with Verizon to provide Cable Services for the next five years. The Cable Advisory Committee held a public hearing (no one attended) and Town Counsel has approved the proposed contract as well. I would respectfully request that the Select Board approve the License at Monday's meeting.
2. Attached are the proposed Annual Appointments of the Select Board. I would respectfully request that the Select Board consider making these appointments at Monday's meeting.
3. I would respectfully request that the Board consider approving a One Day All Alcoholic Beverages License for the Friends of Prescott for the "Wonders of Rum" to be held on Friday, June 21, 2024 from 7:00 p.m. to 8:30 p.m.

MWH/rjb
enclosures



Next Steps for Climate Action

Prepared by the Groton Sustainability Commission

June 10, 2024



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Presentation Outline

- Status update on Select Board climate change goals
 - Responses to the requests of the Select board
- Results of research into other Communities' efforts
- Next steps for Groton's Climate action planning
- Request for support



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Select Board climate change goals

Update on Sustainability Commission progress in 2024

1. Work with GELD Commissioners on climate change initiatives and the transition to a new GELD General Manager
2. Support efforts to educate Town residents on ways to reduce energy use and costs
 - Sustainable Groton Facebook page established with 106 members
 - Engaged with MassEnergize to create a *Sustainable Groton* web site – expected to launch by Sept.
 - Four educational events hosted with 150-200 attendees
 - Two Energy Coaches trained with Heat Smart Alliance – 10 households coached
 - Met with GELD to solicit support for the Energy Coaching program
 - Feature article on energy coaching in Groton Herald (May 31st)

3. Work with Sustainability Commission to reduce the carbon footprint of the Town

- Proposed using state incentive requirements to guide planning and approach
- Explore experience of climate-forward towns to understand value of approach

This is the focus of today's conversation

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State Emissions Reduction Incentives: *a changing landscape*



- State now launching "Climate Leaders" (Green Communities 2.0) program
 - provides framework and **ADDITIONAL** grant opportunities for municipal decarbonization in alignment with state Net Zero 2050 law
- Climate Leaders requirements:
 - ✓ Green Community in good standing
 - ✓ Local committee with advisory role
 - Zero Emissions Vehicle (ZEV)-1st policy
 - Adopt specialized stretch building code
 - Clean energy/climate resolution
 - Municipal decarbonization roadmap or climate action plan



Panoramic view of GDRHS roof showing solar PV potential

Next: Update on approaches from towns leading in climate change action

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Other Communities' Experience

- Reviewed nine Climate Action Plans (CAPs) in detail
 - Very similar core themes and action plans
- Interviewed five leaders in the development of CAPs
 - Harvard:
 - Ellen Sachs-Leicher, Chair – Energy Advisory Committee
 - Wellesley:
 - Marybeth Martello, Sustainability Director
 - Lisa Wolfe, Sustainability Coordinator – Wellesley Municipal Light Plant
 - Hingham:
 - Brad Moyer, Hingham Climate Action Planning Committee
 - Brianna Bennett, Sustainability Coordinator – Hingham Municipal Light Plant



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Lessons from other communities' experience

- Community support and involvement
 - Plan development, actions and metrics require involvement and commitment across the community
- Staffing of CAP development process
- Electricity supplier participation
 - Electrification paired with "Greening" of the power supply
- Creation and adoption of a Climate Action Plan
 - Provides a prioritized plan for action, ownership for reaching goals and metrics of progress



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Data on Groton's Climate Change Perspectives

• 2024 Master Plan Development Process

Community Forum multi-voting polling results (Master Plan Community Meeting #2, 2/6/24)

Relevance of goal for the 2024 Groton Master Plan	Yes	Yes, but	No	Unsure
Protect Natural Resources	28	0	0	0
Reduce dependence on nonrenewable energy sources	22	4	0	1
Reduce transportation related greenhouse gas emissions	17	0	1	4
Promote multi-passenger modes of transportation	16	9	1	1
Promote sustainable land use	25	1	0	0

Top Issues you would like the Groton Master Plan to address

(159 survey respondents, 9/26/23-10/31/23)

Climate Change & Resiliency	48%
Land Use	49%
Open Space and Recreation	50%

* : ALL these items relate directly or indirectly to Sustainability and Resilience

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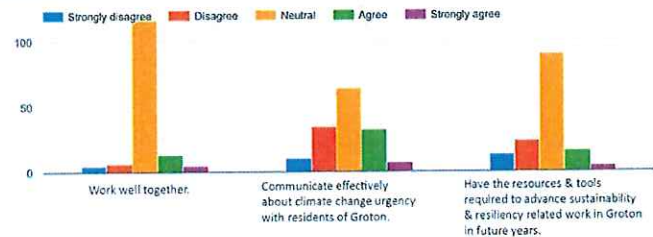


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Data on Groton's Climate Change Perspectives

- Sustainability Education programs
 - Wide range of topics, well attended
- Town Meeting support for Sustainability Commission funding
 - 2023: 198 affirmative/51 negative (4 to 1)
 - 2024: 171 affirmative/23 negative (7 to 1)
- Town Meeting support for CPC funding for Pollinator Corridor project
 - 2024: 168 affirmative/20 negative (8 to 1)
- Need for better communication and coordination between groups & with residents

Q29: Groton has several committees focusing on various aspects of resiliency and climate change adaptation including the Sustainability Commission, Regional Emergency Planning Committee, Local Emergency Planning Committee. Please rate the following statements with either strongly disagree, disagree, neutral, agree, or strongly agree.



[source: Groton Master Plan Community Survey results – 9/26/23 thru 10/31/23, Barrett Planning Group, LLC]

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Quote From Groton Master Plan Key Issues Summary Document

"There is a lack of staff capacity and resources to manage Town's sustainability and resilience priorities. This highlights an opportunity to increase the capacity and resources within Town departments to integrate sustainability into all municipal departments. To address the impacts of climate change, Groton will need to deliberately incorporate sustainability and resilience across municipal sectors. By educating municipal staff and community stakeholders on the effects of climate change, Groton can develop a comprehensive sustainability approach."

Barrett Planning Group, LLC

[source: Groton Master Plan - Key Issues Report Draft - April 22, 2024]



Research Conclusions

- Groton's citizens support sustainability issues in general
 - Significant education and advocacy is still needed
- Groton is not yet ready for a climate resolution or to start creating a Climate Action Plan
- What's still needed:
 - Assess the strength of the community's support for climate action
 - Better understand GELD's strategy for meeting NetZero requirements
 - Find potential funding sources for a staff person to support the CAP creation process

What is the next step?



A Climate Action Working Group

Request Select Board endorse the Town Manager to create a *Climate Action Working Group*

Deliverables:

- Develop evidence of community/stakeholder support
- Identify funding mechanisms to create a Climate Action Plan
- Draft a Climate Resolution for Select Board to consider supporting and bringing to Town Meeting
 - Commit to the Commonwealth's NetZero 2050 requirements
 - Establish Climate Action Planning Commission or Committee



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Climate Action Working Group

- Small group with focused objectives, organized by the Town Manager
- Work with citizens, town government departments, school district, businesses, private schools, conservation and preservation organizations to gather inputs from and to educate regarding the goals and expectations of a CAP
- Formulate a plan for funding & staffing the development of a CAP

Recommended Members:

Select Board representative(s), GELD director, Conservation Administrator, and two members of the Sustainability Commission

Does the Select Board and Town Manager support this approach?



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Actions for the Select Board

- Endorse the Town Manager to form a Climate Appoint Working Group
- Support our request for GELD's active participation in the Working Group



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Thank You!



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Back up slides from previous presentations



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Grants for Planning

- Municipal Decarbonization Plan Incentives
 - Municipal Vulnerability Preparedness (MVP) Action Grants (mid-March 2024)
 - Municipal Energy Technical Assistance (META) Grants
 - Regional Energy Planning Assistance (REPA) Grants (Spring 2024)
 - Building Electrification and Transformation Accelerator (BETA) Grants
 - Climate Leaders Technical Assistance Grants (Feb 2024)
- Community Decarbonization Plan Incentives
 - MVP Action Grants
 - REPA Grants
 - BETA Grants
- Climate Action Plan Grants
 - MVP Action Grants



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Town-wide GHG Inventory - Summary

Groton Town-wide emissions in 2019: ~ 139.4K MT CO₂e = 12.3 MT CO₂e/person

Municipal emissions are 2.3% of total

- Natural gas in schools contributes the largest proportion of municipal emissions

Top 3 GHG Emission Source Subsectors:

1. Passenger Vehicles (36%)
2. Commercial, Industrial and Manufacturing (30%) – natural gas mostly
3. Residential Buildings (27%) – fuel oil mostly

How does Groton compare?

	Total Per Capita Emissions	Per Capita Emissions in Top Three Subsectors		
		Passenger Vehicles	Residential Buildings	Commercial and Industrial Buildings and Manufacturing
Groton	12.3	4.3	3.4	4.0
Pepperell ⁵	8.4	4.6	2.7	0.9
Westford ⁶	~10	3.9	2.9	2.9

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Energy Coaching Program

Supports Select Board Goals 2 & 3

- Work one-on-one with residents who want to understand options for efficient home heating/cooling and decarbonization
- Numerous towns have energy coaching: Harvard, Wellesley, Concord, Hingham
- Sustainability Commission has two coaches**, trained through Heat Smart Alliance
- Since January, nine households coached – 4 signed up for energy audits, 1 installed a dual-fuel system
- Aim to assist residents with planning ahead of a system failure
- Emphasize the importance of
 - Weatherization to reduce heating load
 - The specific needs of the household
- No installer or manufacturer association



Communities for Sustainable Heating and Cooling

Will GELD support the Energy Coaching Program with information on their website?

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Examples of Towns with Climate Resolutions

- Examples include climate emergency declarations, clean energy resolutions, climate mitigation and resiliency resolutions
- Most resolutions reviewed align with MA Global Warming Solutions Act of 2008 requiring at least 80% reduction in emissions ("net zero") by 2050

- | | | | |
|---------------|----------------|---------------|---------------|
| • Acton | • Falmouth | • Truro | • Worcester |
| • Boston | • Rockport | • Maynard | • Lowell |
| • Cambridge | • Marblehead* | • Hamilton | • Amherst |
| • Concord* | • Pepperell | • Eastham | • Westford |
| • Dennis | • Provincetown | • Wellfleet | • Natick |
| • Harvard | • Wellesley* | • Princeton* | • Sudbury |
| • Harwich | • Windsor | • Shrewsbury* | • Northampton |
| • Westborough | • Swampscott | | |

* Town with a municipal light plant



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Climate Resolution Outline

A climate resolution:

1. WHEREAS:

- Acknowledgement of the impacts of climate change
- Acknowledgement of Mass Global Warming Solutions Act of 2008 and emissions reduction goals defined therein**
- Acknowledgement of greenhouse gas emissions as the cause of climate change
- Acknowledgement of the known mitigation strategies for GHG emissions
- Acknowledgement of actions already undertaken by the town to mitigate climate change

2. BE IT RESOLVED,

- A commitment to support the state goals
- A commitment to implement strategies to reduce emissions in alignment with state goals in all municipal activities
- A commitment to supporting residences and businesses in implementing strategies to align with goals
- Establishment of a task force/committee to create a plan for municipal and community climate change mitigation
- Timeline of completing that plan
- Establish that the plan will include emissions reduction goals, timelines of implementation, and assigned responsibilities
- Timeline of reporting progress on implementation of the plan

BOLD = MINIMUM RESOLUTION REQUIREMENTS FOR CLIMATE LEADERS PROGRAM



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Climate Action / Decarbonization Plans

All include goals and tracking mechanisms

Municipal Decarbonization Plan

- Decarbonization of municipal buildings, equipment & vehicles
- Includes GDRSD

Community Decarbonization Plan

- Decarbonization of residential and commercial sectors
- Focus on emissions from buildings and vehicles

Climate Action Plan

- Includes decarbonization of all sectors
- Includes resiliency/adaptation planning
 - Town infrastructure and natural resources (HMP-MVP)
 - Private sector land and assets
- Can include zero waste initiatives in all sectors



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Zero Emissions Vehicles - 1st policy

- When a vehicle is identified for replacement, acquisitions of ZEVs must be prioritized
- Acquisitions must adhere to the following vehicle efficiency hierarchy:
 - Priority 1: Battery Electric Vehicles (and Fuel Cell EVs)
 - Priority 2: Plug-in Hybrid EVs
 - Priority 3: Hybrid EVs
 - Priority 4: Most fuel-efficient internal combustion or vehicles that run on alternative fuels in accordance with requirements of the Green Communities Fuel Efficient Policy
- Has to include adoption from general government and school district
- Must maintain inventory of all vehicles and replacement plan for non-exempt vehicles
- Ensure sufficient charging infrastructure

Discussions with DPW, School District, GELD and emergency services needed to understand feasibility

<https://www.mass.gov/doc/climate-leader-communities-zev-first-policy/download>



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Resolution Opposing Private Jet Hangar Expansion at Hanscom Civil Airport and Region Wide

WHEREAS,

Massport, the owner of Hanscom Field, the largest private jet airport in New England (as distinct from Hanscom Air Force Base), has proposed to build additional hangars on nearly fifty acres for the exclusive use of private luxury travel. This expansion would result in hundreds of thousands of tons of additional carbon emissions, in opposition to every climate goal our towns, cities, the Commonwealth, and the nation have set forth; and

WHEREAS,

These aircraft are powered by carbon-based fuel that, when combusted, emits fine particulates harmful to life, and many flights will be directly over Groton; and

WHEREAS,

Private jets are recognized as the least-efficient and highest-polluting form of travel per passenger, both for their carbon footprint and the particulates produced;

NOW, THEREFORE, BE IT RESOLVED

That the Groton Select Board strongly opposes the expansion of private jet facilities at Hanscom Field or anywhere in the region and requests the Governor of Massachusetts to take all possible actions to prevent the expansion of private jet facilities at Hanscom Field or anywhere in the region.



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Town Manager
Mark W. Haddad

MEMORANDUM

TO: Mark Haddad, Town Manager
FROM: Kara Cruikshank, Executive Assistant to the Town Manager
DATE: June 10, 2024
RE: Town Manager 2024 Annual Appointments

I. OFFICIALS APPOINTED BY THE TOWN MANAGER

ADA COORDINATOR

Michelle Collette 2025

ANIMAL CONTROL OFFICER

R. Thomas Delaney, Jr. 2025
John Greenhalgh 2025

ANIMAL INSPECTOR

Jodee Coke 2025

BUILDING COMMISSIONER

Robert Garside 2025

BUILDING INSPECTOR

Daniel Britko 2025

CONSERVATION ADMINISTRATOR

Charlotte Steeves 2025

CONSTABLES

George Moore 2027

COUNCIL ON AGING DIRECTOR

Nicole Sarvela 2025

COUNTRY CLUB GM / HEAD GOLF PROFESSIONAL

Shawn Campbell 2025

DOG OFFICER

R. Thomas Delaney, Jr. 2025
John Greenhalgh 2025

EARTH REMOVAL INSPECTOR

Michelle Collette 2025

ELECTION WORKERS

Judith Anderson	2025
Alicia Black	2025
Jennifer Cacciola	2025
Carole Clark	2025
Michelle Collette	2025
Joan Croteau	2025
Janis Discipio	2025
Michael Discipio	2025
Daniel Emerson	2025
Alberta Erickson	2025
Lindsey Goranson	2025
Andreas Hartmann	2025
Aneeqa Hashimi	2025
Valerie Heim	2025
Jacqueline Jackson	2025
Margaret Knight	2025
Michael Koza	2025
Michael LaTerz	2025
Stephen Legge	2025
Dennis Levesque	2025
Cindy Martell	2025
Paula Martin	2025
Richard Marton	2025
Kate Mceleney	2025
Sarah Miller	2025
Lynda Moore	2025
Emily Navetta	2025
Lisa O'Neill	2025
Sue Norberg	2025
Ellen Paxton	2025
Donna Piche	2025
Nancy Pierce	2025
David Posner	2025
Katrina Posner	2025
Diane Rice	2025
Suzanne Sanders	2025
Harold Sandford	2025
Connie Sartini	2025
William Seldon	2025
Stuart Shuman	2025
David Sontag	2025
John Sopka	2025
Fran Stanley	2025
Alberta Steed	2025
Virginia Stewart	2025
Ramona Tolles	2025
Jeffrey Upton	2025
Bronwen Wallens	2025
Charlotte Weigel	2025
Lois Young	2025
Barbara Keast	2025

ELECTRICAL INSPECTOR

Edward Doucette 2025

John Dee III (Alternate) 2025

EMERGENCY MANAGEMENT DIRECTOR

Rachael Bielecki 2025

EXECUTIVE ASSISTANT TO THE TOWN MANAGER

Kara Cruikshank 2025

FENCE VIEWER

George Moore 2025

FIELD DRIVER

George Moore 2025

GRAVES REGISTRATION OFFICER

Deborah Beal Normandin 2025

HARBOR MASTER

Michael F. Luth 2025

HAZ-MAT COORDINATOR

Arthur Cheeks 2025

**HEALTH INSURANCE PORTABILITY
& ACCOUNTABILITY OFFICER**

Melisa Doig 2025

HUMAN RESOURCES DIRECTOR

Melisa Doig 2025

IT DIRECTOR

Michael Chiasson 2025

KEEPER OF THE TOWN CLOCK

Paul Matisse 2025

LAND USE DIRECTOR / TOWN PLANNER

Takashi Tada 2025

LOCAL LICENSING AGENT

Michael F. Luth 2025

MEASURER OF WOOD AND BARK

Evan C. Owen 2025

MINUTEMAN NASHOBA HEALTH GROUP

Melisa Doig 2025

Michael Hartnett 2025

MOTH SUPERINTENDENT

R. Thomas Delaney, Jr. 2025

NIMS COORDINATOR

Michael F. Luth 2025

PARKING CLERK

Dawn Dunbar 2025

PLUMBING AND GAS INSPECTOR

Norm Card 2025

Jeremy Pierce (Alternate) 2025

POLICE DEPARTMENT**Deputy Chief**

Rachel Bielecki 2025

Matron

Jessica Watson 2025

Officers

Andrew Davis 2025

Casey O'Connor 2025

Dale Rose 2025

Derrick Gemos 2025

Gordon Candow 2025

Gregory Steward 2025

Kevin Henehan 2025

Michael Lynn 2025

Michael Masterson 2025

Patrick Timmins 2025

Paul Connell 2025

Peter Breslin 2025

Peter Violette 2025

Robert Wayne, Jr. 2025

Brian Underhill 2025

Reserve Officers

Frank Mastrangelo 2025

Michael Ratte 2025

PUBLIC WORKS DIRECTOR

R. Thomas Delaney, Jr. 2025

ROADKILL OFFICER

R. Thomas Delaney, Jr. 2025

SEALER OF WEIGHTS & MEASURES

Massachusetts Division of Standards 2025

SURVEYOR OF WOOD/LUMBER

R. Thomas Delaney, Jr. 2025

TAX COLLECTOR/TREASURER

Hannah Moller 2025

TOWN DIARIST

M. Constance Sartini	2025
Robert L. Collins	2025
Steve Lieman	2025

TREE WARDEN

R. Thomas Delaney, Jr.	2025
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VETERANS' SERVICE OFFICER

Maureen Heard	2025
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WATER SUPERINTENDENT

Thomas Orcutt	2025
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II. BOARDS, COMMITTEES & COMMISSIONS APPOINTED BY THE TOWN MANAGER**CABLE ADVISORY COMMITTEE**

Neil Colicchio	2025
Eric Fisher	2025
John Macleod	2025
Janet Sheffield	2025
Vacancy	2025

HISTORIC DISTRICTS COMMISSION

Jennifer Rand	2026
Vacancy	2026

INSURANCE ADVISORY COMMITTEE

Barbara Cronin	2025
Melisa Doig	2025
Patricia Dufresne	2025
Rena Swezey	2025
Paul McBrearty	2025
Gordon Candow	2025
(Police Superior Officers Rep)	
Steve Knox (DPW Rep)	2025
Michael Lynn (Police Rep)	2025
Bob Garside (Supervisors Rep)	2025
Fran Stanley (Town Hall/Library Rep)	2025

III. BOARDS, COMMITTEES & COMMISSIONS NOMINATED FOR APPOINTMENT BY THE TOWN MANAGER**AGRICULTURAL COMMISSION**

Jessica MacGregor	2027
Peter MacGregor	2027
Vacancy	

BOARD OF SURVEY

Robert Garside – Bldg. Comm.	2025
Arthur Checks – Deputy Fire Chief	2025
Evan C. Owen	2025

COMMISSION ON ACCESSIBILITY

Judith Anderson	2025
Lynne Pistorino	2025
Robert Fleischer	2025
Thomas Pistorino	2025
Vacancy	

COMMUNITY EMERGENCY RESPONSE COORDINATOR

R. Thomas Delaney, Jr.	2025
Michael F. Luth	2025
Arthur Cheeks	2025

CONDUCTORLAB COMMITTEE

Veronica O'Donnell	2025
Michelle Collette	2025
Mark Deuger	2025
Robert Hanninen	2025
Takashi Tada	2025

EARTH REMOVAL STORMWATER ADVISORY COMMITTEE

Bruce Easom	2025
George Barringer	2025
R. Thomas Delaney, Jr.	2025
Robert Hanninen	2025
Steven Savage	2025

GREAT POND ADVISORY COMMITTEE

Alexander Woodle	2025
James Luening	2025
Larry Hurley	2025
Remigiusz Kaleta	2025
Rick Salon	2025
Ron Hersch	2025
Vacancy (3)	

GREENWAY COMMITTEE

Adam Burnett	2025
Carol Coutrier	2025
David Pitkin	2025
Marina Khabituyeva	2025
Pete Carson	2025

HISTORICAL COMMISSION

Joshua Volmar	2027
Richard Nason	2025
Gus Widmayer	2027

OLD BURYING GROUND COMMISSION

Don Black	2025
Debbie Beal Normandin	2025
Vacancy (3)	

RECYCLING COMMITTEE

Jamie E. King	2025
Nancy Ohringer	2025
Tessa David	2025
R. Thomas Delaney, Jr.	2025
Bart Yeager	2025

**LOCAL EMERGENCY PLANNING
COMMITTEE**

Arthur Cheeks	2025
Michael F. Luth	2025
Thomas Orcutt	2025
Mark Haddad	2025
Bob Garside	2025
Robert T. Delaney	2025

SIGN COMMITTEE

Carolyn Perkins	2025
Connie Sartini	2025
Mark W. Haddad	2025

TOWN FOREST COMMITTEE

Ned Cahoon	2026
Leslie Row	2027

TRAILS COMMITTEE

Bob Fournier	2025
James Peregoy	2025
Paul Funch	2025
Richard Lynch	2025
Stephen Legge	2025
Wanfang Murray	2025
Kiirja Paananen	2025
Brittain McKinley	2025
Tom Montilli	2025
Vacancy (2)	

WEED HARVESTER COMMITTEE

Erich Garger	2025
Bradley D. Harper	2025
James Luening	2025
Cy Richards	2025
Jed Richards	2025
Joshua Richards	2025
Vacancy (1)	

WILLIAMS BARN COMMITTEE

Bruce Easom	2025
Chris Furcolo	2025
Christopher Darling	2025
Joseph Twomey	2025
Lori Brackett	2025
Matt Novak	2025
Robert Kniffen	2025

Sandra Tobies
Steve Woodin

2025
2025

IV. ADDITIONAL TOWN MANAGER APPOINTMENTS –Effective Immediately

- **Country Club Grounds Staff**
Benjamin O'Brien
- **Country Club Golf Staff**
Kosea Fredrick
- **Country Club Lifeguards**
Ashley Van Corbach
Sarra Lonning
Marcos Rivera
Riley Olsen
Sophia Meyers
Ellis Till
Natasha Levesque
Erin Chace
- **Country Club Swim Team Coach**
Ashley Rogers
- **Country Club Camp Staff**
Zahria Huggins
- **Truck Driver/Laborer**
John Durant
- **Park Ranger**
Henry Mancini
- **The Council on Aging Per Diem Van Driver**
Samuel Palmer
Richard Marton
- **Police Department Front Desk Administrative Assistant**
Ed Bushnell

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

June 29, 2024

**SELECT BOARD
TOWN OF GROTON,
MASSACHUSETTS**

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EXHIBIT

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License” or “Agreement”) is entered into by and between the Select Board of the Town of Groton, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of June 29, 2009, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate and maintain a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or the PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, which includes video programming, and which is provided to multiple Subscribers within the Town.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended, which includes the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and by the Telecommunications Act of 1996.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel available for the non-commercial use of the local public schools in the Town, as well as the PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, epidemics, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by

waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *FTTP Network*: Shall have the meaning set forth in the recitals of this Agreement.

1.15. *Government Access Channel*: An Access Channel available for the non-commercial use of the Issuing Authority and/or the PEG Access Designee.

1.16. *Gross Revenues*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Service); installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; leased access programming revenues; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and except as provided below, all fees imposed on the Licensee by this License and applicable law that are passed through and paid to the Licensee by Subscribers. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to cable franchise and/or license fees to be paid to the Issuing Authority. Provided, however, that Gross Revenues shall not include:

1.16.1. Revenues received by any Affiliate of Licensee, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.16.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenues during the period collected;

1.16.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services and Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.5. Any revenues which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that any portion of such revenue which represents or can be attributed to a Subscriber fee or a payment

for the use of the Cable System for the sale of such merchandise (i.e., home shopping channels) shall be included in Gross Revenues;

1.16.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required to pay cable license fees to the Town on the resale of such Cable Services;

1.16.7. Any tax of general applicability imposed by a Town, State, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes and non-cable license fees);

1.16.8. Any revenues foregone as a result of the Licensee's provision of free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenues;

1.16.9. Revenues from the sales of capital assets or sales of surplus equipment (provided that this exclusion shall not include revenues from the sale to Subscribers of Subscriber equipment used for the provision of Cable Service over the Cable System);

1.16.10. Program launch fees; and

1.16.11. Any fees or charges collected from Subscribers or other third parties for the PEG Grant.

1.17. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high-definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.18. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.19. *Internet Access Service:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20. *Issuing Authority:* The Select Board of the Town of Groton, Massachusetts.

1.21. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in M.G.L. c.166A, Section 9.

1.22. *Licensee:* Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.23. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.24. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.25. *PEG*: Public, educational, and governmental.

1.26. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.27. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.28. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.29. *Public Access Channel*: An Access Channel available for the non-commercial use by residents in the Town and managed by the Issuing Authority and/or the PEG Access Designee.

1.30. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.31. *Service Area*: The entire existing territorial limits of the Town.

1.32. *Standard Definition (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.33. *State*: The Commonwealth of Massachusetts.

1.34. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

1.35. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.36. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.37. *Title II*: Title II of the Communications Act, as amended.

1.38. *Title VI*: Title VI of the Communications Act, as amended.

1.39. *Town*: The Town of Groton, Massachusetts.

1.40. *Transfer of the License*:

1.40.1. Any transaction in which:

1.40.1.1. an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.40.1.2. the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.40.2. However, notwithstanding Sections 1.40.1.1 and 1.40.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to M.G.L. c. 166A, Section 7, and 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

1.41. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.42. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, in order to provide Cable Service. Notwithstanding any provision of this License, unless otherwise permitted by federal or State law, the Licensee may not provide Cable Service over the Public Rights-of-Way in the Town other than pursuant to the terms of this License (and any amendments and renewals thereto). However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166, and the FTTP Network is subject to Town regulation consistent with such laws, including all lawful and applicable Town bylaws and regulations regarding rights-of-way and public works matters. The Issuing Authority's regulatory authority under Title VI and M.G.L. c. 166A does not extend to the construction, installation, maintenance or operation of the Licensee's Telecommunications Facilities or its provision of Non-Cable Services. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over Licensee's FTTP Network in contravention of those limitations.

2.3. *Term:* The term of this License shall be for a period of five (5) years, commencing on June 29, 2024 (the "Effective Date"), and expiring at midnight on June 28, 2029, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License and all obligations hereunder at any time during the term of this License for any reason, in Licensee's sole discretion, upon sixty (60) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If there is a change in federal, State, or local law that reduces any material financial and/or operational obligation that the Issuing Authority has required from or imposed upon a VSP, or if the Issuing Authority enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSP. Any modification of the License pursuant to the terms of this section shall not trigger the requirements of 207 CMR 3.07.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the change in law and the resulting change in obligations. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

- a. commencing license renewal proceedings in accordance with 47 U.S.C. § 546
- b. terminating the License within two (2) years from written notice to the Issuing Authority;

- c. submitting the matter to mediation by a mutually-acceptable mediator; or
- d. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association.

2.5.4. The PEG Grant and PEG Access Support, as provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.7. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended, including but not limited to Title VI and the Massachusetts Cable Law.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers*: Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers results in any material alteration of the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. This Section 2.10 shall be subject to the procedural requirements of 207 CMR 3.07.

2.11. *Compliance with Federal and State Privacy Laws*: Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area*:

3.1.1. *Service Area*: The Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas, developments, buildings or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirement set forth in Subsection 3.1.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date or where Licensee determines, in good faith, that providing Cable Service is not commercially reasonable.

3.1.2. *Density Requirement*: Subject to Section 3.1, Licensee shall make Cable Service available to residential dwelling units existing as of the Effective Date in all areas of the Service Area where the average density is equal to or greater than twenty-five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service*: Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the

Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, Licensee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each fire station, public school, police station, public library, and other public buildings as are designated by the Issuing Authority and set forth in **Exhibit A**. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR § 3.07.

4. **SYSTEM FACILITIES**

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The System shall be operated with a digital carrier passband of between 50 and 860 MHz.

4.1.2. The System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.2. *Interconnection:* The Licensee shall design its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the System.

5. PEG SERVICES AND SUPPORT

5.1. *PEG Set Aside:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, two (2) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of three (3) PEG Access Channels.

5.1.2. In addition to the two (2) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designed in writing by the Issuing Authority, as follows: Starting on the Effective Date of this Renewal License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority’s written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority or the PEG Access Designee within two hundred and seventy (270) days of the Licensee’s receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in its written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. The Issuing Authority expressly acknowledges that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment for an additional charge.

5.1.4. The Town waives any objection that it may have with respect to Licensee’s carriage of Groton PEG Access programming outside of the Town to other areas in Massachusetts and releases and forever discharges the Licensee from any and all claims, actions, obligations or liabilities, whether known or unknown, that the Town may have arising from copyright and other intellectual property rights, which may arise from Licensee’s carriage of such programming outside of the Town. The Licensee specifically reserves the right to make or change PEG Access Channel number assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the Town, Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its

intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with one hundred twenty (120) days' prior written notice of such request.

5.1.5. The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial Channels of similar format and resolution, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control, nor for any PEG Access equipment not owned by the Licensee.

5.2. PEG Interconnection and Cablecasting:

5.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at the PEG Access studio located at 703 Chicopee Road, Groton, MA (the "PEG Interconnection Site") in order to cablecast all PEG Access Programming and shall provide, install, maintain, repair and replace its own equipment as may be reasonably necessary to receive and transmit PEG Access Channel programming from the Interconnection Site to Subscribers. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or PEG Access Designee.

5.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG equipment shall be at the output of the Town's signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining

PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Issuing Authority a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of Seventy-five Thousand Dollars (\$75,000.00) (the "PEG Grant"), payable in three (3) equal installments of Twenty-five Thousand Dollars (\$25,000.00) each, due and payable within forty-five (45) days of the Effective Date, and on the first (1st) and second (2nd) anniversaries of the Effective Date.

5.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligation set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Issuing Authority. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Issuing Authority. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other provider's failure to provide a cash grant in accordance with the schedule set forth in such provider's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to four and twenty-five hundredths percent (4.25%) of annual Gross Revenue, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable license on or after the Effective Date that provide for a higher or lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be increased or reduced to match such higher or lower percentage over that same time period; provided however, that the Issuing Authority shall provide Licensee with notice within thirty (30) days of such issuance or renewal and Licensee shall have ninety (90) days to adjust its percentage of PEG Access Support. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable-related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority's control.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar year for which

such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.5. *PEG Operations:* The Issuing Authority and/or its PEG Access Designee require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License and to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this License.

5.6. *Recovery of Costs.* To the extent permitted by federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, the PEG Access Support and any other costs arising from the provision of PEG services, including interconnection, and to include such costs as separately billed line items on each Subscriber's bill. Without limiting the foregoing, if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

5.7. *Late Payments:* In the event that the PEG Access Support fee or the License Fee is not paid on or before the due dates set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate equal to two percent (2%) above the Prime Rate.

5.8. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.9. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee").

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542 and FCC regulations and orders pursuant thereto.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this Agreement shall be three (3) years from the date on which payment by Licensee is due.

6.5. *Re-computation and Audit:*

6.5.1. Tender or acceptance of any payment made pursuant to Articles 5 or 6 shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section XX above.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it may notify the Licensee thereof in writing within one hundred eighty (180) days after receiving such payment. Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit for any two (2) year period of this License or such shorter period of time that may remain after the expiration of the initial two (2) year period of this License, which audit shall be subject to Section 6.4 above. If, after such audit and re-computation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.7 above.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2. *Denial of Service:* Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit

history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

7.3. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect Licensee's books and records pertaining to Licensee's provision of Cable Service in the Town during Licensee's regular business hours at an office of Licensee and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall treat any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof unless required to do so by law. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* Licensee shall at all times maintain:

8.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Licensee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of six million dollars (\$6,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease- each employee: \$100,000; \$500,000 disease-policy limit.

9.1.1.4. The Town shall be included as additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.1.5. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior notice of cancellation of any required coverage.

9.1.1.6. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.1.7. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.2. *Indemnification:*

9.2.1. Licensee shall indemnify, defend and hold harmless the Town at all times during the term of this License from any and all claims and actions for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this License, provided that the Town shall give Licensee written notice of its request for indemnification within a period of time from receipt of a claim sufficient to enable Licensee to avoid entry of a default judgment and which does not prejudice the Licensee's ability to defend the claim or action. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or

function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

9.2.2. With respect to Licensee's indemnity obligations set forth in Section 9.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the Town and the Town does not consent to the terms of any such proposed settlement, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

9.2.3. The Town shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the Town.

9.2.4. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9.3. *Performance Bond.* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty Thousand Dollars (\$20,000) securing the performance of Licensee's obligations under this License. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond.

10. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned consistent with M.G.L. c. 166A, Section 7, and the Cable Division's transfer regulations (207 CMR 4.00, et. seq.). No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.40.2 above, except to the extent that any of the foregoing are determined to be a transfer of

control pursuant to M.G.L. c. 166A, Section 7, and 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations.

11. RENEWAL OF LICENSE

The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of the Massachusetts Cable Law, as each may be amended from time to time. The Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License, and such assessments shall be provided to Licensee by the Town.

12. ENFORCEMENT AND TERMINATION OF LICENSE

12.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

12.2. *Licensee's Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

12.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 12.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

12.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 12.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

12.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

12.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

12.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above; or

12.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 12.5.

12.5. *Revocation*: Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 12.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

12.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, and to require the production of testimony and evidence consistent with law. A complete verbatim record and transcript shall be made of such hearing.

12.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

12.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

13. MISCELLANEOUS PROVISIONS

13.1. *Actions of Parties*: In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

13.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

13.3. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

13.4. *Force Majeure:* Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Licensee that outweigh the benefit to be derived by the Town and/or Subscribers.

13.5. *Performance Evaluations.* If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

13.6. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this Agreement.

13.7. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
Flr-10
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW

Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Town of Groton
Town Hall, 173 Main St.
Groton, MA 01450
Attention: Select Board

13.8. *Entire Agreement:* This License and the Exhibit hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

13.9. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, except as otherwise provided herein.

13.10. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.11. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

13.12. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.13. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, surrender, termination, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, surrender, termination, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

13.14. *Interpretation:* The Town and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be

construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15. *No Third-Party Beneficiary:* Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

13.16. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS ____ DAY OF _____, 2024.

TOWN OF GROTON

By its Select Board:

Alison S. Manugian, Chair

Rebecca H. Pine, Vice Chair

Peter S. Cunningham, Clerk

John F. Reilly

Matthew F. Pisani

VERIZON NEW ENGLAND, INC.

By: _____
Paul Sullivan,
Region President – Consumer and Mass
Business Market

Approved as to Form:

Verizon Law Department

EXHIBIT

**EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)**

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE (SUBJECT TO SECTION 3.3)

Groton Police Station- 99 Pleasant Street
Main Fire Station- 20 Station Ave
W. Groton Fire Station- 44 West main
Lost Lake Fire Station- Lost Lake Drive
Town Hall- 173 Main Street
Library- 99 Main Street
Legion Hall- 75 Hollis Street
Prescott School- 145 Main Street
Florence Roche- 342 Main Street
Boutwell School- 78 Hollis Street
Tarbell School- 73 Pepperell Road
Groton Middle School- 344 Main Street
The Groton-Dunstable High School- 703 Chicopee Row
Electric Department- 23 Station Ave
Senior Center- 163 West Main Street
DPW Building- 500 Cow Pond Road
DPW No. 2- 217 West Main Street
Transfer Station- 600 Cow Pond
Squannacook Hall- 33 West Main Street



TOWN OF GROTON

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

SELECT BOARD

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

Town Manager
Mark W. Haddad

MEMORANDUM

TO: Mark Haddad, Town Manager
FROM: Kara Cruikshank, Executive Assistant to the Town Manager
DATE: June 10, 2024
RE: Select Board 2024 Annual Appointments

OFFICIALS APPOINTED BY THE SELECT BOARD

FIRE CHIEF

Vacancy 2026

BOARDS, COMMITTEES & COMMISSIONS APPOINTED BY THE SELECT BOARD

AFFORDABLE HOUSING TRUST FUND

Carolyn Perkins 2026
Phil Francisco 2026

CAPITAL PLANNING ADVISORY COMMITTEE

Jamie McDonald 2027
Michael Sulprizio 2027
Vacancy 2026

COMMEMORATIONS & CELEBRATIONS COMMITTEE

Connie Sartini 2025
Donald Black 2025
Maureen Heard 2025
Michael F. Luth 2025
Karen Tuomi 2025
Jennifer Moore 2025
Vacancy

COMMUNITY PRESERVATION COMMITTEE

Carolyn Perkins 2027
Richard Hewitt 2027

COMPLETE STREETS COMMITTEE

George Barringer 2025
Peter Cunningham 2025
R. Thomas Delaney Jr. 2025
Stephen Legge 2025
Takashi Tada 2025
Gordon Row 2025
Kristen Von Campe 2025
Vacancy

CONSERVATION COMMISSION

Alison Hamilton	2027
John Smigelski	2027

COUNCIL ON AGING

Pascal Miller	2027
Tony Serge	2027

DESTINATION GROTON COMMITTEE

Joni Parker-Roach	2025
Jeff Gordon	2025
Greg Sheldon	2025
Brian Bolton	2025
Vacancy	2025

DIVERSITY TASK FORCE

Gordon Candow	2025
Michelle Collette	2025
Damian Huggins	2025
Susan Hughes	2025
Raquel Majeski	2025
Deidre Slavin-Mitchell	2025
Fran Stanley	2025

HOUSING PARTNERSHIP

Peter S. Cunningham	2025
Anna Eliot	2025
Richard Perini	2025
Vacancy (2)	

INVASIVE SPECIES COMMITTEE

Jonathan Basch	2025
Brian Bettencourt	2025
Adam Burnett	2025
Ann Carpenter	2025
Richard Hewitt	2025
Olin Lathrop	2025
Ron Strohsahl	2025
Charlotte Weigel	2025
Ben Wolfe	2025

LOCAL CULTURAL COUNCIL

Leslie Lathrop	2030
Vacancy (5)	

**LOWELL REGIONAL TRANSIT
AUTHORITY**

Nicole Sarvela	2025
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MBTA ADVISORY BOARD

John Reilly	2025
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**MONTACHUSETT JOINT
TRANSPORTATION COMMITTEE**

Russell Burke (PB) 2025

**MONTACHUSETT REGIONAL
PLANNING COMMITTEE**

Russell Burke 2025

Peter Cunningham 2025

SARGISSON BEACH COMMITTEE

Laurence J. Hurley 2027

Nicholas Degaitas 2027

Kevin Charland 2027

SCHOLARSHIP COMMITTEE

Alberta Erickson 2027

Vacancy

SUSTAINABILITY COMMISSION

Alison Dolbear Peterson 2025

Ken Horton 2025

Bruce Easom 2025

David Southwick 2025

Linda Loren 2025

Jim Simko 2025

Phil Francisco 2025

Virginia Vollmar 2025

Charlotte Weigel 2025

Patrick Parker-Roach 2025

Sue Fitterman 2025

Vacancy (1)

TAX RELIEF FOR ELDERS AND THE DISABLED COMMITTEE

Donald Black 2025

Charles Vander Linden 2025

Hannah Moller 2025

Louis Dimola 2025

Pascal Miller 2025

ZONING BOARD OF APPEALS

Jack G. Petropoulos 2027

Gregg Baker (Associate Member) 2025

Leonard Green (Associate Member) 2025

Molly Foster (Associate Member) 2025

Veronica O'Donnell (Associate Member) 2025



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

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Friends of Prescott, Inc. / Megan Donovan
Applicant's Address: 145 Main St. #104, Groton, MA 01450
Applicant's Contact Information: 978-877-6933 / executivedirector@prescottscc.org
Telephone # E-Mail Address

Organization Name: Friends of Prescott, Inc.
Name of Event: "The Wonders of Rum" *Instructor is Miguel Siguard, TIPS Certificate is attached.*
Description of Event: A 1.5 hour class that explores the origin and diversity of rum.
The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization
Date of Event: Friday, June 21, 2024
Hours of Event: 7:00 PM - 8:30 PM
Location of Event: Prescott Community Center - Room 108

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization
☐ Wine and Malt Beverages Only

Applicant's Signature:  Date: 6/13/24

A completed application, along with a copy of the Applicant's Certificate of Insurance naming the Town of Groton as additionally insured, should be submitted to the Select Board's Office along with payment in the form of a bank or certified check in the amount of \$50.00 for All Alcohol License or \$40.00 for Wine and Malt Beverages Only made payable to the Town of Groton. Groton Select Board approval is required at a public meeting of the Board.

Please submit the application, certificate of insurance and payment at least 3 weeks in advance of the event for which the license is being applied.

**SELECT BOARD MEETING MINUTES
SPECIAL TOWN MEETING
SATURDAY, MAY 18, 2024
UN-APPROVED**

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

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Brian Falk, Town Counsel; Jason Kauppi, Town Moderator; Dawn Dunbar, Town Clerk

Ms. Manugian called the meeting to order at 8:30 A.M.

Pursuant to Section 15 of Chapter 22 of the Acts of 2022, as extended by Section 44B of Chapter 2 of the Acts of 2023, The Select Board will consider, in consultation and with the approval of the Town Moderator, an adjustment of the quorum requirement for the May 18, 2024, Special Town Meeting.

Mr. Haddad suggested that the Select Board consider reducing the quorum requirement for conducting business during the Special Town Meeting. He said there might be a risk of not having the required quorum of 176 registered voters present at some point during the meeting and proposed reducing the quorum size to address the potential issue. Mr. Falk, Town Counsel, informed Mr. Haddad that according to Section 15 of Chapter 22 of the Acts of 2022, extended by Section 44B of Chapter 2 of the Acts of 2023, the Select Board, with the consultation and approval of the Town Moderator, has the authority to decrease the quorum for any town meeting to not less than 10 percent of the required quorum. Mr. Haddad clarified that the required quorum is 176 registered voters, and 10 percent of the required quorum would be 18 in this case. He explained to the Board that they could reduce the quorum to 18 if they wished. He recommended reducing the quorum to 50 for conducting business and said this meeting was essentially their Spring Town Meeting. According to the Town's Charter, there is no quorum requirement for the Annual Town Meetings in the Spring and the Fall.

Ms. Pine stated that she was in favor of this idea because she was concerned that attendees might leave the Special Town Meeting early, leading to the risk of the meeting losing its quorum and requiring another costly Town Meeting to complete the town's business.

Mr. Cunningham made a motion pursuant to Section 15 of Chapter 22 of the Acts of 2022, as extended by Section 44B of Chapter 2 of the Acts of 2023 that the quorum for the Town of Groton May 18, 2024, Special Town Meeting be set at 50. Mr. Pisani seconded the motion.

Discussion

Mr. Kauppi, the Town Moderator, stated that he supported the motion and agreed with Ms. Pine. He explained that at the end of the Warrant, there would be a vote on a specific article that would affect and potentially cause problems for the homeowner if the Special Town Meeting lost its quorum. He didn't see any reason to oppose it.

The motion carried unanimously.

The Moderator will announce the quorum reduction of 50 at the start of the Special Town Meeting. Mr. Falk, Town Counsel, has asked the Town Clerk, Ms. Dunbar, to send a notice of the Select Board's vote to the Attorney General within ten business days.

Discuss Matters Pertaining to the Special Town Meeting.

The Select Board members discussed a potential amendment to Article 15: FY 2023 Annual Operating Budget Motion 1A for the Groton Dunstable Regional School District, proposed by resident Jack Petropoulos.

The meeting was adjourned at 8:40 A.M.

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

**SELECT BOARD MEETING MINUTES
MONDAY, MAY 20, 2024
UN-APPROVED**

SB Members Present: Alison Manugian, Chair; Becky Pine, Vice Chair; Peter Cunningham, Clerk; Matt Pisani; John Reilly;

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Patricia DuFresne, Assistant Director of Finance/Town Accountant; Bud Robertson, Finance Committee Chair; Groton Resident, Jim Barisano

Ms. Manugian called the meeting to order at 6:00 PM.

ANNOUNCEMENTS

Mr. Cunningham commended the Groton Business Association and the Sustainability Committee for the successful GrotonFest, held on Sunday, May 19th, calling it a fantastic event.

Ms. Pine announced that the Annual Memorial Day Parade in Groton will take place on Monday, May 27th, at 9:00 a.m.

Ms. Manugian thanked everyone who attended the Special Town Meeting on Saturday, May 18, 2024. She said that it was very successful.

PUBLIC COMMENT PERIOD #1

None

TOWN MANAGER'S REPORT

1. **Consider Ratifying the following appointments of the Town Manager: Isabel Albright, Country Club Lifeguard; Lucia Gallo and Riley Ashworth- Country Club Camp Staff; Dean Cappella, Jared Cappella, Benjamin Huans, Flynn Frazier, Callum Sullivan, Roan DeMeis-Dullea, James Conley, Colin Fitzgerald- Country Club Golf Staff.**

Mr. Pisani made a motion to ratify the Town Manager's Appointments of Isabel Albright, Country Club Lifeguard; Lucia Gallo and Riley Ashworth- Country Club Camp Staff; Dean Cappella, Jared Cappella, Benjamin Huans, Flynn Frazier, Callum Sullivan, Roan DeMeis-Dullea, James Conley, Colin Fitzgerald- Country Club Golf Staff. Ms. Pine seconded the motion. The motion carried unanimously.

2. **Consider Approving the Installation of a "Welcome to Groton" Sign proposed by the North Central Massachusetts Chamber of Commerce.**

Mr. Haddad explained that the North Central Massachusetts Chamber of Commerce has offered to install a "Welcome Sign" for the Town of Groton. The Select Board was provided with a proposal summary and samples of signs installed in Westminster and Pepperell for their review. The North Central Massachusetts Chamber of Commerce would sponsor the sign and take care of the construction and installation. Mr. Haddad explained that the town must choose a location and color for the proposed sign. Mr. Haddad recommended that the sign be installed on the Common located at the intersection of Route 119 and Nod Road, and he also suggested that the sign be maroon in color. Mr. Pisani asked if the

advertisers on the signage would rotate or if they would be fixed. Mr. Haddad explained that they would be fixed. Ms. Manugian asked whether the Sign Committee would need to approve the signage and if it was two-sided. Mr. Haddad said that a Sign Permit application would need to be submitted. He also explained that the sign would be one-sided, facing Pepperell as you cross the bridge into Groton. Ms. Manugian believed that the sign would make a more significant impact if it were placed at the entrance of Groton from the east. Mr. Reilly said he would be okay with having the sign at either location but preferred having one on each side of town. Ms. Pine thought more research should be done if the sign were located on the east side of town. After a thorough discussion, it was decided to have one sign at the Nod Road Common.

Mr. Reilly made a motion to approve the installation of a maroon "Welcome to Groton" sign as proposed by the North Central Massachusetts Chamber of Commerce, which will be located at the Nod Road Common. Mr. Cunningham seconded the motion. The motion carried unanimously.

3. Follow-Up Discussion/ Action- May 18, 2024, Special Town Meeting.

Mr. Haddad said he was pleased with the Special Town Meeting's decision to allocate the one-time grant of \$619,000 to the Groton Dunstable Regional School District. He explained the importance of having a budget in place for June 30th and was pleased that this was in place. While he was glad that the two sewer hookups were approved, he was disappointed by the failure to approve the Fitness Court. He thanked everyone for their efforts in conducting the meeting at the High School venue. Ms. Pine mentioned that many young people were looking forward to the fitness court and encouraged anyone interested to contact the Town Manager. The Town Moderator was commended for doing an excellent job, and Ms. Manugian expressed her gratitude to the Town Manager for his hard work.

4. Update on Select Board Meeting Schedule End of Fiscal Year.

Monday, May 27, 2024	No Meeting- Memorial Day Holiday
Monday, June 3, 2024	No Meeting
Monday, June 10, 2024	Regularly Scheduled Meeting
Monday, June 17, 2024	No Meeting (a brief Zoom meeting to approve BAN)
Monday, June 24, 2024	Regularly Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. Consider Recommending to the Groton Dunstable Regional School District Committee to Name the Groton Dunstable Regional Middle School South as the Marion Stoddart Building and Establish a Gift Fund to Raise Money to Cover the Cost.

Ms. Pine proposed that the Select Board recommend the Groton Dunstable Regional School Committee to name the Groton Dunstable Middle School South as the "Marion Stoddart Building." If the School Committee approves the proposal, the Select Board will establish a Gift Fund to accept donations for installing the new sign. Ms. Pine presented this idea to the School Committee in November, and it will be on their agenda on Wednesday, May 22nd. The proposal is to install a sign at Middle School South, and private donations will cover the cost of the new sign and installation. Groton resident Jack Petropoulos wrote an article about Marion Stoddart in the Groton Herald, and Marion will soon celebrate her 96th birthday. Ms. Pine has requested a letter of support from the Board. Ms. Manugian

believes that the School Committee should have allowed more discussion and was uncertain about her stance on the vote. Mr. Pisani and Mr. Cunningham expressed their support for the proposal.

Mr. Cunningham made a motion to approve sending a Letter of Support to the GDRSD Committee suggesting naming the Middle School South as proposed. Mr. Pisani seconded the motion.

Discussion

Ms. Pine said she had not heard any pushback about naming the Middle School South.

The motion carried 4 in favor and 1 abstention (Manugian).

- 2. Consider Approving a One-Day Wine and Malt Beverages License for the Prescott Community Center-Friends of Prescott for Open Mic Night on Friday, June 14, 2024, from 6:30 p.m. to 10:00 p.m.**

Mr. Cunningham made a motion to approve a One-Day Wine and Malt Beverage License for the Prescott Community Center- Friends of Prescott for Open Mic Night to be held on Friday, June 14, 2024, from 6:30 p.m. to 10:00 p.m. Mr. Pisani seconded the motion. The motion carried unanimously.

- 3. Consider Approving a One-Day Wine and Malt Beverages License for the Prescott Community Center-Friends of Prescott for a Garden Party on Thursday, June 6, 2024, from 4:30 p.m. to 7:30 p.m.**

Mr. Cunningham made a motion to approve a One-Day Wine and Malt Beverage License for the Prescott Community Center-Friends of Prescott for a Garden Party to be held on Thursday, June 6, 2024, from 4:30 p.m. to 7:30 p.m. Mr. Reilly seconded the motion. The motion carried unanimously.

6:15 P.M. – JIM BARISANO -DISCUSSION/REQUEST FOR ACTION- PILOTS

Mr. Haddad presented a letter to the Board from Groton School's attorney, Mr. Robert Collins, regarding Groton School's Impact on the Municipality. Attorney Collins had given the letter to Mr. Haddad earlier that day when he and executive assistant Kara Cruikshank met with Groton School's Headmaster and Attorney Collins. You can see the letter attached to these minutes.

Groton Resident Mr. Jim Barisano asked for time on the agenda to discuss payments in lieu of taxes (PILOTs) with the Board. Mr. Barisano suggested that the Board form a PILOT Task Force, and he provided them with a Report ahead of the meeting. (Refer to the Report included in these minutes).

Mr. Barisano expressed his desire to establish a Working Group and explained the importance of collaboration with private schools. Mr. Haddad disagreed with the idea, stating that forming a Working Group with the private schools wasn't beneficial. He discussed the contribution from Groton Hill Music Center, which pays a \$2.00 ticket surcharge to the town. Mr. Haddad mentioned his longstanding relationship with Lawrence Academy and Groton School and explained that the contributions from Groton School to the town had doubled over time. He talked about his conversation with the headmaster of Groton School, who was upset about receiving demand notices and threats regarding tax payments. Mr. Haddad said that Lawrence Academy had received a letter threatening to picket if they didn't increase tuition fees. Ms. Manugian suggested listing the town's non-profit partners, including their contributions to the Town and exploring potential solutions through a conversation. Mr. Barisano expressed concerns about the significant financial impact on the town and the need to address this

issue. He stated that he believes the town is not doing its part. Ms. Pine agreed with some of Mr. Barisano's points but expressed the goal of increasing voluntary donations. She pointed out that even if the town receives more money from its non-profit partners, the school funding issue will persist because Dunstable cannot pay its fair share proportionally. Ms. Pine suggested that a small group working under the Town Manager's supervision would be more successful than a Task Force Working Group. Mr. Haddad mentioned that the PILOT payments are voluntary until state law changes. Mr. Pisani mentioned that the most common question people ask him about is regarding the town bearing a significant burden on the schools. Ms. Manugian thought that this discussion was a good starting point and suggested the need for further discussion. Mr. Reilly indicated that they should push the state to address the issue at the state level. Mr. Cunningham proposed documenting all the points in writing. Mr. Haddad informed the group that PILOTS are on the future agendas under ongoing issues, and they will continue to keep everyone updated as they make progress.

Mr. Barisano thanked the Board for their time.

OTHER BUSINESS

Pursuant to the Charter, Authorize the Town Manager and One Member of the Select Board to Sign Warrants for the Next 30 days.

Ms. Pine made a motion to authorize the Town Manager and Select Board member Cunningham to sign the Warrants for the next 30 days. Mr. Pisani seconded the motion. The motion carried unanimously.

Ms. Pine received a letter from the Friends of Prescott. They will be hosting a Spelling Bee and asked if someone on the Board could be the pronouncer. Mr. Reilly recommended Ms. Pine.

Mr. Cunningham informed the Board that he had seen a new report stating that towns are not receiving the full 25% intended for local agencies from sports gambling.

ON-GOING ISSUES

Florence Roche Elementary School Construction Project- Mr. Haddad said he met with Left Field to discuss what will be funded permanently next year. He told the Board that the move to the new school will begin on June 12th, and demolition will start shortly after. He said the project is progressing smoothly and is expected to be under budget. The Town should receive an additional \$5.2 million in MSBA reimbursement to offset the additional \$9.5 million cost increases due to COVID related issues.

SELECT BOARD LIASON REPORTS

Ms. Pine reported that the Non-Profit Council met the week prior and said it is still going strong.

Public Comment Period #2

None

Approval of Regularly Scheduled Meeting Minutes from May 6, 2024

Mr. Cunningham made a motion to approve the minutes of the regularly scheduled meeting of May 6, 2024.

Ms. Pine seconded the motion. The motion carried unanimously.

The meeting was adjourned at 7:13 p.m. Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager.