

## **BOARD OF SELECTMEN**

## Meeting Agenda Monday, June 5, 2023

Groveland Town Hall 183 Main Street, Groveland, MA 01834 N OF GROVELA

This meeting will be in-person and also be broadcast live on Groveland Public Access, Channel 9 as through Zoom virtual meeting software for remote access.

## Join Zoom Meeting

https://zoom.us/j/93995174414?pwd=dnpQNjNmTVpOVHA0bWdUMHBMeFhvQT09

Meeting ID: 939 9517 4414

Passcode: 948618One tap mobile

- +13126266799,,97830520065#,,,,\*948618# US (Chicago)
- +16469313860,,97830520065#,,,,\*948618# US

#### 6:30 P.M.

**CALL MEETING TO ORDER AT 6:30PM** 

<u>PUBLIC COMMENT</u> Written submissions for public comment must be made before the start of the meeting per the Board of Selectmen's Public Comment Policy amended November 13, 2017.

## APPROVE WARRANTS:

PW # 23-49 \$ BW# 23-49 \$

#### **APPROVAL OF THE MINUTES**

1. Board of Selectmen Executive Session Meeting Minute May 8, 2023

#### **APPOINTMENTS OF THE BOARD**

## **VOTES OF THE BOARD**

## **DISCUSSION & POSSIBLE VOTE**

- 2. Special Event Permit for Kevin Sweeney on behalf of ALS TDI Tri-State Trek for a cycling event on June 25th with a rest-stop location at the Pines Recreation Area Pavilion.
- 3. Special Event Permit for Lee Thomas for a family event on June 10<sup>th</sup> at the Pines Pavilion and Utility Field #2 from 10AM to 4PM.
- 4. One-Day Liquor License for Wayne Currie on June 23, 2023 from 6PM to 10PM at Veasey Memorial Park for a Private Party.
- 5. Utility Easement Acceptance for 7 Katie Lane, King Meadow Development
- 6. Economic Development Committee Discussion, William Dunn & Town Administrator
- 7. Pines Recreation Dog Park Hours, Access Gate and Permit Discussion
- 8. Comprehensive Master Plan Feedback, Town Administrator

- Chapter 269 of the Acts of 2022: Provides ERRS with a Local Option to Increase COLA up to 5% Fiscal Year 2023 – Vote requires two-thirds approval of the cities and towns within the system.
- 10. Upcoming Annual appointments to Town Boards, Committees & Positions

## TOWN ADMINISTRATOR'S TIME

**SELECTMEN'S TIME & REPORTS** Time to be used to make statements, propose future agenda items, or congratulate residents/teams on accomplishments; this time should not be used to initiate a discussion.

## **OLD OR UNFINISHED BUSINESS**

#### OTHER ITEMS NOT REASONABLY ANTICIPATED AT TIME OF POSTING

## CORRESPONDENCE

The next regularly scheduled meeting of the Board of Selectmen will be <u>Tuesday</u>, June 20,2023, at 6:30PM.

23-49 BILLS WARRANT	BREAKDOWN:	Light Bills:	\$
Town:	\$	Grants & Revolving:	\$
W/S:	\$	Chapter 90:	\$
Payroll Withholding:	\$	Pentucket Assessment:	\$
Health Insurance:	\$	Essex Tech Assessment:	\$
Whittier Assessment:	\$		
Capital:			

<u>Submitted by:</u> Chairman Daniel MacDonald & Town Administrator Rebecca Oldham

# SPECIAL SELECTMEN'S MEETING EXECUTIVE SESSION MINUTES Monday, May 8, 2023

Groveland Town Hall 183 Main Street, Back Hall Conference Room Groveland. MA 01834

Members present: Edward Watson, Jason Naves, Kathleen Kastrinelis, Daniel MacDonald, Mark

Parenteau

Others present: Jeffrey Gillen, Rebecca Oldham

Chairman MacDonald opened the meeting at 7:45PM. Roll call vote: Selectman MacDonald, yes; Selectman Kastrinelis, yes; Selectman Parenteau, yes; Selectman Naves, yes, Selectman Watson, yes

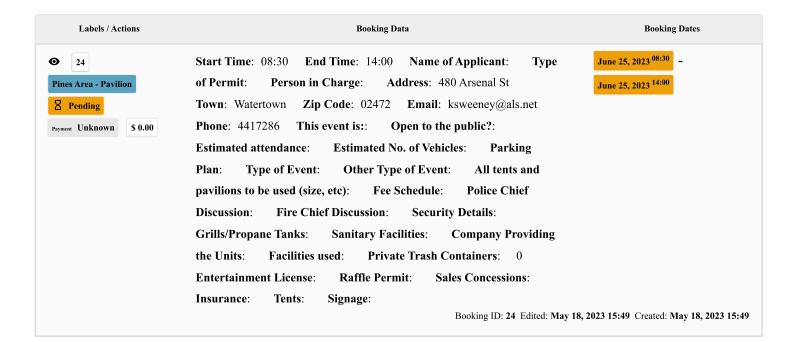
Chairman MacDonald made a motion to enter into executive session in accordance with MGL Ch. 30A §21(a)2, to conduct strategy sessions in preparations for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (Police Chief) and not return to Open Session. Roll call vote to enter Executive Session. Roll call vote: Selectman MacDonald, yes; Selectman Kastrinelis, yes; Selectmen Parenteau, yes; Selectman Naves, yes, Selectman Watson, yes

Discussed the proposed changes. FY24 salary change increase to \$151,988. This considers the Wage and Classification Study from the Collins Center. The following year is proposed to increase by about 3% for FY25 and FY26. The only other change was a \$50 increase to the clothing allowance.

Selectmen Kastrinelis motioned to approve the contract as drafted. Selectman Naves seconded. Roll call vote: Selectman MacDonald, yes; Selectman Kastrinelis, yes; Selectmen Parenteau, yes; Selectman Naves, yes, Selectman Watson, yes.

Motion to adjourn at 8:07PM. Roll call vote: Selectman MacDonald, yes; Selectman Kastrinelis, yes; Selectman Parenteau, yes; Selectman Naves, yes, Selectman Watson, yes.

Minutes Respectfully Submitted by Rebecca Oldham





## Rebecca Oldham

**From:** Booking system <no-reply@grovelandma.com>

**Sent:** Wednesday, May 31, 2023 12:36 PM

To: Rebecca Oldham

**Subject:** You've received a new booking request!

You need to approve a new booking Pines Area - Pavilion for: June 10, 2023 10:00 - June 10, 2023 16:00

Person detail information:

Start Time:10:00 End Time:16:00

Name of Applicant: Leonard Lee Thomas

Type of Permit:1

Person in Charge: Leonard Lee thomas

Address: 4 Baldwin Terrace

Town:Groveland Zip Code:01834

Email:leonard.l.thomas@gmail.com

**Phone**:978-373-1443 **This event is:**:2

Open to the public?:2 Estimated attendance:80 Estimated No. of Vehicles:40

**Parking Plan:** 

Parking Lot Type of Event: 11 Other Type of Event:

Family Reunion All tents and pavilions to be used (size, etc):

Fee Schedule:

1 Police Chief Discussion:

May 31, 2023 Fire Chief Discussion:

May 31, 2023 Security Details:

**Grills/Propane Tanks**:

**Sanitary Facilities:** 

**Company Providing the Units:** 

Facilities used:

**Private Trash Containers:** 

TRASH — Private Trash Container(s) and/or Dumpster(s) may be required for events that exceed 100 or more.

**Entertainment License:** 

Raffle Permit:

**Sales Concessions:** 

Insurance: Tents: Signage:

Currently a new booking is waiting for approval. Please visit the moderation panel <a href="https://grovelandma.com/wp-admin/admin.php?page=wpbc&view">https://grovelandma.com/wp-admin/admin.php?page=wpbc&view</a> mode=vm listing&tab=actions&wh booking id=27.

## **Rebecca Oldham**

**From:** Booking system <no-reply@grovelandma.com>

**Sent:** Wednesday, May 31, 2023 12:31 PM

To: Rebecca Oldham

**Subject:** You've received a new booking request!

You need to approve a new booking Pines Area - Utility Field #2 for: June 10, 2023 10:00 - June 10, 2023 16:00

Person detail information:

Start Time:10:00 End Time:16:00 Organization Name: Person in Charge:

Address: 4 Baldwin Terrace

**Town**:Groveland **Zip Code**:01834

Email: leonard.l.thomas@gmail.com

Phone:978-373-1443 How many games?: How many players?: How many hours?:

**Details**:

Currently a new booking is waiting for approval. Please visit the moderation panel <a href="https://grovelandma.com/wp-admin/admin.php?page=wpbc&view\_mode=vm\_listing&tab=actions&wh\_booking\_id=26">https://grovelandma.com/wp-admin/admin.php?page=wpbc&view\_mode=vm\_listing&tab=actions&wh\_booking\_id=26</a>.

Thank you, Town of Groveland, MA https://grovelandma.com

183 Main Street Groveland, MA01834 PHONE: (978)556-7204

# One-Day Liquor License Application

## **Host Information**

Wayne Currie Host's Name:		
Type of Host (please circle one):  19 Orchard St, Me	<mark>Individual</mark> Non-Profi errimac, MA 01860	t Corp. For-Profit Corp.
Tax ID No. (if Corporation):		
	Details of Event:	
June 23rd, 2023		0pm
Date of Event:	Hours of Event:	
The hours during which sales of alcoholic to 11:00pm, Monday through Saturday, Day (or the day All beverage/glasses/bottles or other con after closing time or 11:00pm, whichever after closing. Licensed operators and other contacts are contacted to the contact of the contact o	and from 12 noon to 11:00pm on following when Christmas Day is catainers must be removed from taken first occurs. Patrons must be off	Sundays, Memorial Day, or Christmas on a Sunday).  oles and service bar area one-half hour oremises no later than fifteen minutes
	private party	
Type of Event (i.e. banquet, concert, p	• • • • • • • • • • • • • • • • • • • •	
201 Washington	Street	
Address of Event: Town of Grovela	and	518-521-9345
Owner of Premises:		es:
100		0
Expected No. of People:	Admission Charge (if	any):
Alcohol will be (please circle one):	Sold	Given Away
Type of License Applying For:	One-Day All Alcoholic*	One-Day Beer & Wine
	Charitable Wine Pouring	Charitable Wine Auction
*Note: only non-profit org	ganizations are eligible for One-Da	y All Alcoholic Licenses
If event is catered, name of caterer: _		

Note: All alcohol must be purchased by the licensee from a licensed wholesaler/importer, manufacturer, farmer brewer or special permit holder. A list of approved vendors is available from the Alcoholic Beverage Control Commission. You <u>cannot</u> purchase alcoholic beverages from a package store.

No one under 21 years of age may be served alcoholic beverages.

Steven Sage Bartending Services:	r	Dated:	5/25/2023
Address:			
978-884-4900 Telephone:	E-Mail Address:	curriefamily4@gma	iil.com
Ce	ertification / Host's	Information	
I hereby certify under the pains and pena responsible for the proper obser			
Signature: Wayne Currie		Dated:	5/31/2023
Wayne Currie			
Name: Wayne Currie  19 Orchard Street	et, Merrimac, MA	-	
978-884-4900 Telephone:	F-Mail Address:	curriefamily4@gma	iil.com
_ host		-	
Relationship to Host:			
	For Office Use	e Only	
Date Application Received:		•	
Public Hearing Date:			
Prior Approval Required	Approval	l <i>F</i>	Approval Date
Police Department			
Fire Department			
Board of Health Agent			
Building Department			
Additional Conditions for Licer	nse:		



## Instructions for Special One-Day Liquor Permit

Application must be filled out completely and filed 15 days prior to event in order for application to be considered by the Board of Selectmen at a Selectmen's Meeting.

Letter from location of event giving permission to have liquor on premises:

- Name, phone number, address of person applying for liquor license
- Copy of server training certificate of people who will serve liquor (license #)
- \$50.00 check for one-day wine & malt license permit (Checks are payable to the Town of Groveland)
- \$75.00 check for one-day all alcoholic license permit (Checks are payable to the Town of Groveland)
- Liquor liability insurance in the amount of \$1,000,000 naming the Town of Groveland as an additional insured for the date of event is required. A copy of the policy must be attached to this application.

## Massachusetts General Laws, Chapter 138, § 14 Rules for Special One-Day Liquor License

## **Special Events**

Local licensing authorities may issue special licenses for the sale of wines and/or malt beverages to a responsible manager of any indoor or outdoor activity or enterprise (for profit or non-profit). Special licenses for the sale of all alcoholic beverages may be issued to non-profit organizations only. No person may be granted special licenses for more than a total of 30 days per calendar year and no special license will be granted to any person while his application for an annual license under Section 12 is pending before the licensing authorities.

No more than one license can be issued for the premises at one time. Therefore, a Section 14 special license cannot be issued for use in licensed premises. Regulations for Section 14 are found in 204 CMR 7.00.

Persons holding a special license must purchase alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer brewery or special permit holder. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. See 204 CMR 7.05

## CONTRACT FOR BARTENDING SERVICES

This Bartending Contract (the "Contract") is made effective as of June 23, 2023 (the "Effective Date"), by and between Wayne Currie of 19 Orchard St, Merrimac, Massachusetts 01860, and Steven Sager ("Bartender") of 19 Orchard Street, Merrimac, Massachusetts 01860.

Bartender desires to provide bartending services to Wayne Currie and Wayne Currie desires to obtain such services from Bartender.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on June 23, 2023, Bartender will provide to Wayne Currie the following bartending services (collectively, the "Services"):

Serve beer and wine at Veasey Park- Town of Groveland on 6/23/23 6-10 pm

- 2. RIGHTS AND RESPONSIBILITIES OF THE BARTENDER. Bartender affirms that he or she knows state and local laws concerning the sale of alcoholic beverages and shall follow the applicable liquor laws. Bartender shall follow measures to ensure that only persons of legal drinking age are served alcoholic beverages. Guests who appear to be underage may be asked to provide ID. Bartender shall also exercise discretion in serving alcoholic beverages to guests. Bartender reserves the right to refuse to serve alcoholic beverages to any guest if he or she believes that such guest is intoxicated and is acting in a manner that could be detrimental to either himself/herself or other guests. Bartender will prepare all necessary cocktail items, garnish, and stock items. Bartender will provide the necessary tools, i.e. wine key, bottle opener, pourers, etc.
- 3. LOCATION AND PERMITS. Location selection for providing bartending services and compliance with all location permits, rules and/or regulations, including but not limited to liquor licenses, are the sole responsibility of Wayne Currie.
- **4. PAYMENT.** Wayne Currie agrees to pay Bartender, in consideration of the Services contracted for, the sum of \$200.00, with a \$100.00 non-refundable retainer fee due upon signature of this Contract and the remaining balance to be paid on the date of the event. Payment shall be made to Steven Sager, 19 Orchard Street, Merrimac, Massachusetts 01860.

Any Services requested that exceed the contracted time period and which are granted by Bartender will be charged at the rate of \$50.00 per hour. It may not always be possible to provide additional bartending time. Requests for extended bartending time will be accommodated only when feasible.

In addition to any other right or remedy provided by law, if Wayne Currie fails to pay for the Services when due, Bartender has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

- 5. TERM. This Contract will terminate automatically on June 23, 2023.
- 6. CONFIDENTIALITY. Bartender, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Bartender, or divulge, disclose, or communicate in any manner, any information that is proprietary to Wayne Currie. Bartender and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

- 7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:
  - a. The failure to make a required payment when due.
  - b. The insolvency or bankruptcy of either party.
  - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
- 8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have \_\_\_\_\_\_ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
- 9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
- 10. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 11. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 12. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Massachusetts.
- 13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 15. SIGNATURES. This Agreement shall be signed on behalf of Wayne Currie by Wayne Currie and on behalf of Bartender by Steven Segar and effective as of the date first above written.

By: Wayne Currie Wayne Currie	Date: 05/25/2023	
Bartender: Steven Sager		
<sub>By:</sub> Steven Segar	05/25/2023	

Client: Wayne Currie

Steven Segar

Groveland, MA 01834 •

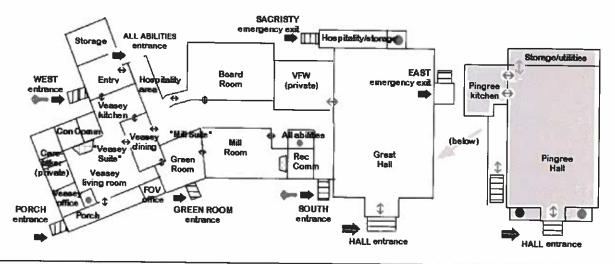
vanessa@veaseypark.org

(978) 521-9345 • http://www.veaseypark.org



# APPLICATION FOR A SINGLE USE OF VEASEY PARK FACILITIES

EVENT and CONTACT INFORMATION							
Date(s) of event:	6/22/23	Name:	WAYNE + Tiffany curie				
Type of event:	Engation Part	Email:	curriefamilya egmil con				
Time start and end for event including set up:	4:00 pm +	Address:	1 / 7				
(6 hrs included in fee Each add. \$35 per hr)	10:00pm		19 ORGISRO Stret				
Event time start:	\$00 pm	Phone:	978-884-4900				
Number of guests:	100	Room(s) rented:	1 6+1				



DEPOSITS AND	FEES	
Total rental fee due:	350	
Payment received:	175	This reservation is confirmed by advance payment of the rental fee, due in full prior to the Event. An ADDITONAL damage deposit
Balance due prior to the Event:  Type of payment:	CK	check, cash or credit card payment of \$150.00 is required BEFORE the event. The damage deposit charge will be shredded or returned after the Event has ended upon inspection of the premises to ensure
Damage Deposit received:		no further cleaning is required or damaged has occurred.

Groveland, MA 01834 • (978) 521-9345 • <a href="http://www.veaseypark.org">http://www.veaseypark.org</a> vanessa@veaseypark.org

1 8 F	GENERAL CONDITIONS AND AGREEMENT
Rules and	The undersigned (herein after known as the "Applicant") hereby makes application for
Regulations	permission to privately reserve the areas of Veasey Memorial Park ("the Park") as noted on page 1
INITIAL	of this agreement, and only on the dates and during the times indicated (herein after known as the
2011	"Event"). The Applicant will abide by all Bylaws of the Town of Groveland and all requirements of
ucc	the Conservation Commission with respect to the use of the Park.
	No Candles. No animals. No smoking. No firearms.
	No helium balloons in the great hall, as they interfere with our fire alarm.
	It is the Applicant's responsibility to inform all guests of the specific areas
	reserved for use. The Applicant understands that unless the entire facility has
	been reserved for her/his Event, there may other event(s) taking place in the
	facility concurrently.
N	<ul> <li>The Applicant is given a code to use to access the building during the Event. It</li> </ul>
	may not used to access the building at any time other than for the Event.
	<ul> <li>Veasey has limited parking spaces for our less-abled visitors, please direct</li> </ul>
Charles Brossell	attendants to park in the lower parking lot if they are able to. Driveways must
	remain open for emergency vehicle access. No parking in the driveway,
	loading and unloading only. Failure to comply may result in towing.
Wi-Fi	Veasey guests are welcome to use our complimentary wireless network. When doing so you agree
	to obey all applicable business and privacy laws. Internet access/performance is not guaranteed.
	Network name (SSID): SEQUOIA Password: A61716916F
Cancellation policy	At the time of booking a 50% down payment is required. Any event cancelled will forfeit the
TWEET TO SE	down payment. Payment in full is due two weeks prior to the event. Any remitted damage deposit
INITIAL	(different than the down payment) will be refunded in full if the Applicant cancels the event. If
wec	for any reason the Event must be canceled by any representative of the Park, the Conservation
	Commission, or the Town of Groveland, the Applicant agrees that s/he will not require
	compensation for the loss of the anticipated use of the Park, and will not seek any other redress from any of these parties.
Alcoholic beverage	Veasey Park is public property, and the Town of Groveland has a bylaw prohibiting the
policy	appearance of personal intoxication or the consumption of alcohol without a permit in public
	places. There are no exceptions to the requirement that you MUST have a permit for the use of
INITIAL	alcohol.
Well	Generally, a permit to serve alcohol at a Veasey event requires a lead time of about a month.
	The permit to serve alcohol (1) must be approved the Groveland Board of Selectmen; (2) the
Alore of the	Applicant must show a certificate of insurance for serving alcohol; and (3) the Applicant must hire
Alcohol will  NOT be served.	and pay for a detail officer from the Groveland Police Department to be on the premises for the
	entire time that alcohol is consumed. Please see page 3 of this application for more information.  The Applicant agrees that if guest(s) appear to be intoxicated and/or alcohol is being served
Alcohol WILL	without a permit at the Event, the Event will be immediately terminated, and all guests will
be served. ENTER HOURS:	vacate the premises. The Applicant is still obliged to pay the rental fee and must meet the clean-
A-10	up expectations. The Groveland Police Department, at their discretion, may further issue
0-10	citations.
V/m	
	Please note that the alcohol service hours on this form must match the service hours entered on
	the Permit to Serve Alcohol. If the service hours on this form are different from the Permit, the
	service hours on the Permit take precedence.

#### Veasey Memorial Park

201 Washington Street

Groveland, MA 01834 (978) 521-9345 • vanessa@veaseypark.org

http://www.veaseypark.org

Initial

INCC

The Applicant will not use any means to affix decorations such as NAILS, SCREWS, DUCT TAPE, or TACKS, which will puncture or remove paint from the walls. windows, or floors in the building.

Initial

WCC

After the event Applicant agrees to return all areas of the Park to the condition in which they were found at the time that the Applicant began use. It is the responsibility of the Applicant to review the area(s) reserved for any pre-existing damage prior to use, and to document any concerns. A labeled "cleaning closet" is located in the hall way. In it you'll find brooms, a vacuum and cleaning supplies. Set up and take down of chairs and tables is down by the applicant and not Veasey staff.

- Sweep or Vacuum rugs or floors
- Clean off countertops/kitchen
- Put away furniture and other equipment
- Remove trash and recycling to the green dumpster outside next to the garage
- Turn off lights, fans and A/C
- Secure doors and windows

## Tables/chairs should stay in the rooms they are found in unless prior permission to move them to a new room is made in advance.

Mill room suite: 10 wooden chairs, 24 padded metal chairs, 4x 8' tables, 4x 6' tables

Pingree and the Great Hall 75 padded chairs, 50 metal chairs, 10x 8'long tables, 12x 60 " banquet style round tables

Boardroom: 16 stackable chairs, 4x 8' tables

The Applicant assumes full responsibility for damage to, or loss of, property belonging to or loaned to the Park/Town of Groveland for the purpose of facilitating the Event. Such property includes rugs or floors that may have been damaged or soiled in the process of serving or consuming food. In the case of damage or loss, the Applicant agrees to make the property good without expense to the Town. This cost may be deducted from the damage deposit, and/or billed to the Applicant.

Applicant Signature:	ewa, a.	Date:	3/5/23

## UTILITY EASEMENT 7 KATIE LANE, GROVELAND, MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS, that King Meadow Development, LLC, a Massachusetts limited liability company with a mailing address of 211 Seven Star Road, Groveland, Essex County, Massachusetts 01834, hereinafter referred to as "Grantor," for consideration of One Dollar (\$1.00) and other good and valuable consideration paid, grants to the Town of Groveland, acting by and through its Board of Selectmen, hereinafter referred to as "Grantee," a municipal corporation duly established by law and having its principal place of business at 183 Main Street, Groveland, Essex County, Massachusetts 01834, and their successors and assigns forever, with Quitclaim Covenants, the perpetual and exclusive right and easement in, on or under the Grantor's land located at 7 Katie Lane, Groveland, Essex County, Massachusetts, for the Grantee to erect, operate, maintain, repair, replace underground utilities and wires, with any and all necessary cables, wires, anchors, guys, supports and fixtures appurtenant thereto, for the transmission of electricity, as well as any other services or items provided by Grantee, upon, over and across that certain parcel of land at 7 Katie Lane, Groveland, Essex County, Massachusetts, presently owned by the Grantor, such easement hereinafter referred to as the "Utility Easement," all as shown on the attached plan entitled, "Exhibit "A" Sketch Showing Proposed Easement in Groveland, MA for #7 Katie Lane (Lot 4) ~ Map 26 Lot 13-M," dated May 21, 2023, drafted by William G. Holt, PLS, RS, SE, 83 West Main Street, Merrimac, MA 01860. In addition, the Grantee shall have the right to enter upon, pass and repass the subject premises in connection with the purposes set forth herein.

Grantor retains the right to use the land within the "Utility Easement" for any and all purposes which Grantor desires, provided that Grantor's use of the subject premises within the "Utility Easement" shall not interfere with the Grantee's easement rights. The rights and easement granted to Grantees herein shall run with the land and shall be binding upon Grantor, Grantor's successors in title, and all parties claiming by, through or under Grantor.

For Grantor's title, see deed recorded with Essex South District Registry of Deeds in Book 40784, Page 512.

[SIGNATURE AND NOTARY ON FOLLOWING PAGE]

WITNESS my hand and seal this 30th day of May, 2023.

King Meadow Development, LLC

Kevin F. Cunniff, Manager

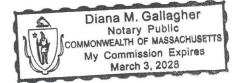
## COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

On this day of May, 2023, before me, the undersigned notary public, personally appeared Kevin F. Cunniff, Manager of King Meadow Development, LLC, proved to me through satisfactory evidence of identification, which was NA driver it is to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

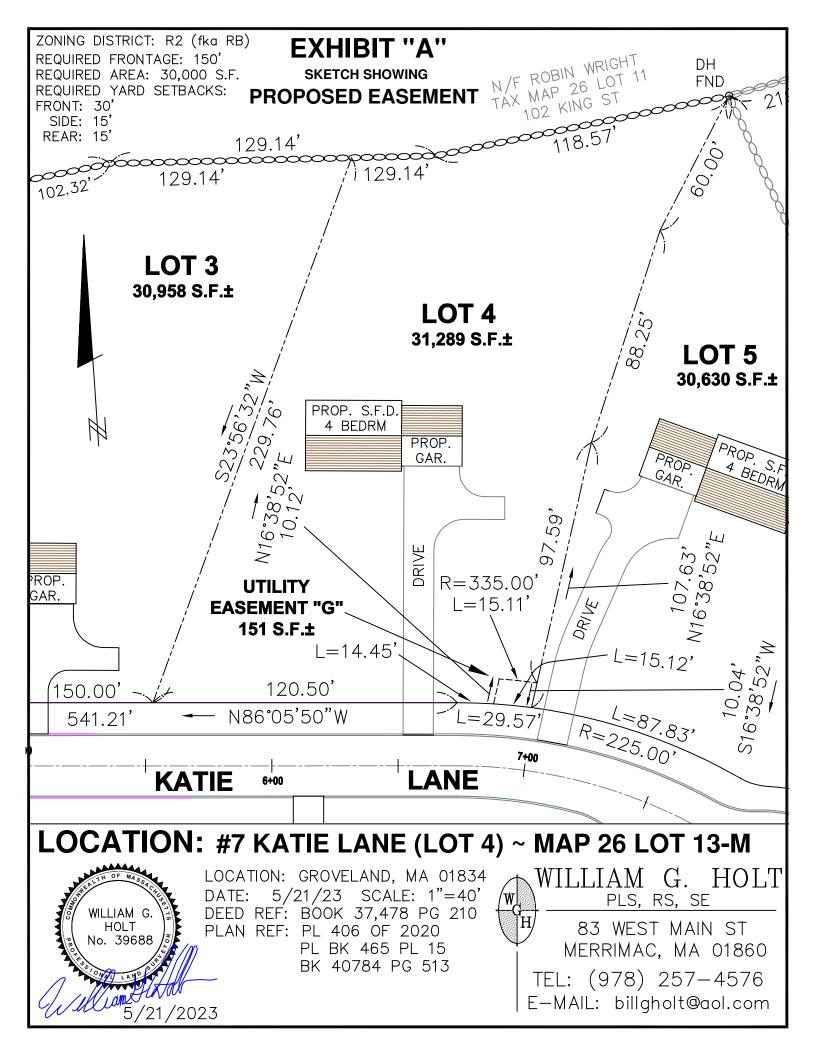
Notary Public

My Commission Expires:



## ACCEPTANCE BY TOWN OF GROVELAND

BOARD OF SELECTMEN:	
Daniel MacDonald	Kathleen Kastrinelis
Edward Watson	Jason Naves
Mark Parenteau	
COMMONWEALTE ESSEX, SS.	H OF MASSACHUSETTS
	e me, the undersigned notary public, personally inelis, Edward Watson, Jason Naves and Mark evidence of identification, which was , to be the persons whose names are signed
on the preceding or attached document, and a for its stated purpose on behalf of the Board of	cknowledged to me that they signed it voluntarily of Selectmen of the Town of Groveland.
	Notary Public My Commission Expires:
	IVIV COMMISSION EXDITES.





# **Dog Off-Leash Areas**

There is 1 park in the Town of Groveland where dogs may roam off-leash accompanied by owner.

## Locations:

\*Pines Recreation Area (Fully Fenced In)

## **Rules:**

- Keep your dog leashed prior to entering and upon exiting the park
- Dogs may not be left unattended, they will be impounded
- Immediately remove and properly dispose of your dog's waste
- Owner must have collar with current license tag at all times
- Dogwalker clients must have off-leash license from Groveland
- Dogs must be at least six [6] months old to be allowed offleash
- Unspayed dogs are not allowed at parks when in heat

For more info, contact the Board of Selectmen at 978-556-7204.

## Fees:

Off-Leash: Spayed & Neutered dogs \$70, unfixed \$75

Non-Resident Off-Leash: \$100

Groveland Town Clerk 183 Main Street Groveland, MA 01834 978-556-7221

Please Read Carefully.

All dogs six (6) months or older must be annually licensed.

There are two options to obtain a Dog License: a regular Dog License, or a Dog License/Off-Leash Permit. The License/Off-Leash Permit allows you and your dog to use the Off-Leash Dog Park in Groveland.

## Option 1 – License Only:

If you do not utilize the Off-Leash Dog Parks in Groveland, you are required to purchase a license only. Fee: Spayed or neutered dogs \$20.00 - Intact dogs \$25.00.

Option 2 – License & Off-Leash Permit Combination:

If you take your dog to Groveland's Off-Leash Dog Parks, you must purchase <u>both</u> the Dog License and the Off-Leash Permit.

Fee: Spayed or neutered dogs \$70.00 - Intact dogs \$75.00. [Non-Groveland Dogs: \$100.00]

## Ways to apply for a dog license:

Online Preferred: You may order your Dog License & Off-Leash Permit Online through the Groveland Town Clerk's website: <a href="https://epay.cityhallsystems.com/selection">https://epay.cityhallsystems.com/selection</a>

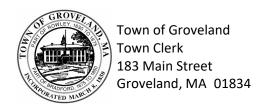
In Person at the Town Clerk's Office: Bring this form with your payment to the Clerk's Office or drop in the white mailbox in front of Groveland Town Hall, 183 Main Street, Groveland, MA 01834.

Mail: Mail this form with the check payable to: "Town of Groveland" at the above address.



# License & Off-Leash Application 2023

NOTE: Proof of ra	bies vaccina	tion must	accompa	ny '	this form			Tov	wn Clerk	Use Only
Name of Owner									veland ag	b
Address								Rabie	s Exp.	
City			Zip Code							
Phone #1	( )	-			Phone #2			(	)	
E-Mail										
Dog's Name					Date of E	Birth	Month	1	Day	Year
Primary Breed					Colo	ſ		·		
Secondary Breed					Gondo		M.	ALE	FE	MALE
Veterinary Clinic	Gende			NEUTE		ERED	ERED SPAYED			
Check Box						_				
Option 1: License Only: spayed or neutered dog is \$20.00 / intact dog is \$25.00										
Option 2: License/Off-Leash Permit: spayed or neutered dog is \$70.00, intact dog \$75.00  [Non-Groveland Dog-\$100.00]  Signed under the penalties of perjury. Signature is required and indicates that the information you provided is accurate and complete, that you agree to follow program rules and regulations, and that you agree to forever release, acquit, discharge and covenant to hold harmless the Town of Groveland from any and all claims and rights of action or damages as a result of participation in this program. For questions regarding the rules and regulations of the Pines Recreation Area, call the Board of Selectmen at 978-556-7204.										
Signature	Pie	USE CHECK HE	. DOX UNU YOU	vviii	not receive futo	are mivorci			1	



## 2023

## Non-Groveland Resident Off-Leash Permit Application

Non-Groveland Residents who wish to use Groveland's Off-Leash Dog Parks must purchase an Off-Leash Permit from the Town Clerk's Office. The Off-Leash Permit allows owners and their dogs to use Groveland's Off-Leash Dog Parks. All dogs using Groveland's Off-Leash Dog Parks must be permitted annually.

The annual fee is \$100.00. A Non-Resident Off-Leash Dog Park Permit can be obtained as follows:

In person at the Town Clerk's Office. Bring the form below with your payment of cash or check to the Town Clerk's Office at Town Hall, 183 Main Street.

By Mail. Mail this completed form with a check made payable to the Town of Groveland for \$100.

You must include a copy of your dog's current rabies vaccination report and dog license from your City/Town

	40	5 meense	mom your cr	cy/ 101111	
Owner			Ph	one	
Address			City/Town		Zip
Owner email address					
Name of Dog			Bro	eed	
Color		DOB			
Veterinarian		Phone		Rabies Expiration	
Please Check: Male	Female		Intact	Neutered/Spayed	
Town Clerk Use Only					
Permit #					
Issued:					< OVER >

## Non-Groveland Dog Permit fee: \$100.00

## Read and sign below:

Signed under the penalties of perjury. Signature is required and indicates that the information you have provided is accurate and complete, that you agree to follow program rules and regulations, and that you agree to foreverrelease, acquit, discharge and covenant to hold harmless the Town of Groveland from any and all claims and rights of action or damages as a result of participation in this program.

DOG OWNER'S SIGNATURE:		
DOG OWNER 3 SIGNATOREDATEDATE.	DOG OWNER'S SIGNATURE:_	 DATE:

You must include a copy of your dog's current rabies vaccination report and dog license from your City/Town

Town of Groveland Clerk

183 Main Street

Groveland, MA 01834

978-556-7221

## **Rebecca Oldham**

From: Jack Dodge <jaked251@aol.com>
Sent: Wednesday, May 24, 2023 12:18 AM

**To:** Rebecca Oldham **Subject:** Dog park access

Good morning Rebecca,

I viewed the selectman's meeting of May 22nd and have several questions and concerns about the dog park access. Concerns were raised about making sure dogs were vaccinated. I believe in order to procure a dog license in Ma and other states, it is necessary to show proof of vaccination.

Therefore, display of a dog tag should be sufficient proof.

Also, fees were discussed for use of the dog park. Will fees also be charged for use of other tax supported recreation facilities ie pickle ball, skate park, splash pad etc..

We have lived in town for 47 yrs and raised our family here. One of our sons lives out of state and visits several times a year with his family and dog .Am I to assume that we would need to buy a permit for several days of use of the dog park ??

It seems to me that more thought and effort were put into pushing through this project than concern for taxpayers use. It was the taxpayers of the town that approved this facility ( without any stated intention of fees or restrictions )

It seems that now that the project is complete it is becoming somewhat of an exclusive club rather than a public facility. Unintended consequences.

It is my opinion that the dog park should be open to all taxpayers of the town and only dogs displaying proper dog tags be allowed.

This will be much fairer and certainly less complicated than suggestions made during the meeting.

Thank you for your time and for all you do for the town.

Jack Dodge

Sent from my iPhone



# Town of Groveland Office of the Town Administrator

## 183 Main Street Groveland, Massachusetts 01834



## Memorandum

To:

**Board of Selectmen** 

From:

Rebecca Oldham, Town Administrator

Date:

June 5, 2023

Re::

**Economic Development Committee Creation** 

There is hereby established a nine (9) member Economic Development Committee (EDC) to advise the Board of Selectmen (BOS) on matters related to current and future economic development in the community.

The Committee shall be made up of nine (9) voting members appointed by the Board of Selectmen.

- Six (6) members of the Committee shall be business owners in Town
- One (1) member of the Committee shall be a representative of the Planning Board
- One (1) member of the Committee shall be a representative of the Zoning Board of Appeals
- One (1) member of the Committee shall be a resident

This Committee shall administratively fall within the Economic Development Planning and Conservation Department (EDPCD). The Town Planner and the Town Administrator will staff and assist the EDC. The Committee will meet once a month.

The committee focuses their efforts in the following areas:

- Advise the Selectmen and other town boards on issues concerning bylaws, policies, regulations, and zoning that foster commercial growth, strengthen the local economy, and are consistent with maintaining the character of our community
- o Focus efforts on activities that maintain or expand the commercial & industrial tax base
- o Identify changing economic trends and develop recommendations to maximize interest in our community and attract these potential new businesses
- o Advocate for state and federal grants, incentives, or for improvement in regulations that help advance our economic priorities
- Establish relationships and improve communication with local businesses



## COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

PHILIP Y. BROWN, ESQ., Chair

JOHN W. PARSONS, ESQ., Executive Director

Auditor SUZANNE M. BUMP | KATHLEEN M. FALLON | KATE FITZPATRICK | JAMES J. GUIDO | RICHARD MACKINNON, JR. | JENNIFER F. SULLIVAN, ESQ.

## MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment ("COLA") for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, <u>the retirement board must vote for the increased amount and then it must also receive local approval</u>.

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer<sup>1</sup> the select board in nearly all cases must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

<sup>&</sup>lt;sup>1</sup> As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.





M E M O R A N D U M - Page Two TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director

RE: 5% Local COLA option DATE: November 18, 2022

• In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.

• In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

(0.2) x (COLA base) x (# of retirees/beneficiaries)

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at judith.a.corrigan@mass.gov.

# Calculating the Cost of a 5% COLA for FY2023

2,039 Number of retirees, survivors and beneficiaries per 2021 Annual Statement

## Formula Per PERAC

Total Cost of 5% COLA \$ 6,524,800

0.2 Per PERAC

\$16,000 ERRS COLA Base

	5% COLA Vote for FY2023						
	Town	Yes	No				
1	Town of Boxford						
2	Town of Essex						
3	Town of Georgetown						
4	Town of Groveland						
5	Town of Hamilton						
6	Town of Ipswich						
7	Town of Lynnfield						
8	Town of Manchester						
9	Town of Merrimac		1				
10	Town of Middleton						
11	Town of Nahant						
12	Town of Newbury	1					
13	Town of North Andover	1					
14	Town of Rockport						
15	Town of Rowley	1					
16	Town of Salisbury						
17	Town of Topsfield						
18	Town of Wenham	1					
19	Town of West Newbury		1				
	Total Number Yes	4					
	Percentage of All Units - Yes	21%					
	As of 4/26/2023						



#### COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

PHILIP Y. BROWN, ESO., Chair

JOHN W. PARSONS, ESQ., Executive Director

Auditor SUZANNE M. BUMP | KATHLEEN M. FALLON | KATE FITZPATRICK | JAMES J. GUIDO | RICHARD MACKINNON, JR. | JENNIFER F. SULLIVAN, ESQ.

#### MEMORANDUM

TO:

Essex Regional Retirement Board

FROM:

John W. Parsons, Esq., Executive Director

RE:

Appropriation for Fiscal Year 2024

DATE:

December 6, 2022

Required Fiscal Year 2024 Appropriation:

\$47,406,073

This Commission is hereby furnishing you with the amount to be appropriated for your retirement system for Fiscal Year 2024 which commences July 1, 2023.

As we indicated in PERAC Memo #26/2022, we are no longer including the Projected Appropriations page as an attachment. Attached please find the portion of the Fiscal Year 2024 appropriation to be paid by each of the governmental units within your system.

The amount above assumes appropriations will be made July 1. Some units make the appropriation in equal installments on July 1 and January 1. The allocation shows the figures for each unit on both bases. The amount above includes the additional special appropriation for the Manchester-Essex Regional School District and the Rowley Housing Authority. We have included these additional amounts in the Additional Appropriation for CRAB column on Pages 2 and 3.

The current schedule is due to be updated by Fiscal Year 2025.

If you have any questions, please contact PERAC's Actuary, John Boorack, at (617) 666-4446 Extension 935.

JWP/jfb Attachment





## Essex Regional Retirement System FY24 Appropriation by Governmental Unit

Aggregate amount for appropriation for the Pension Fund: \$47,351,362
Aggregate amount for appropriation for the Pension Reserve Fund: \$0
Aggregate additional appropriation for the E.R.I.: \$54,711

	PEN.FND.	PENSION FUND	PENSION RES.	ADD'L. APP.	ADD'L. APP.	TOTAL	APPROP
<u>UNIT</u>	APP %	<u>APPROP.</u>	FUND APPROP.	FOR E.R.I.	FOR CRAB	PAID JULY 1	<u>SEMI-ANNUAL</u>
Agricultural School	0.00%	0	0			0	0
Retirement Board	0.00%	0	0			0	0
Town of Boxford	3.68%	1,742,530	0			1,742,530	1,772,255
Town of Essex	1.67%	790,768	0			790,768	804,257
Town of Georgetown	5.16%	2,443,330	0			2,443,330	2,485,010
Town of Groveland	2.14%	1,013,319	0	9,753		1,023,072	1,040,524
Town of Hamilton	2.56%	1,212,195	0			1,212,195	1,232,873
Town of Ipswich	10.57%	5,005,039	0			5,005,039	5,090,418
Town of Lynnfield	7.76%	3,674,466	0			3,674,466	3,737,147
Town of Manchester	3.44%	1,628,887	0			1,628,887	1,656,673
Town of Merrimac	2.53%	1,197,989	0			1,197,989	1,218,425
Town of Middleton	5.60%	2,651,676	0			2,651,676	2,696,910
Town of Nahant	2.03%	961,233	0			961,233	977,630
Town of Newbury	2.35%	1,112,757	0			1,112,757	1,131,739
Town of North Andover	15.72%	7,443,634	0			7,443,634	7,570,611
Town of Rockport	5.38%	2,547,503	0			2,547,503	2,590,960
Town of Rowley	3.23%	1,529,449	0			1,529,449	1,555,539
Town of Salisbury	4.51%	2,135,546	0			2,135,546	2,171,975
Town of Topsfield	3.64%	1,723,590	0			1,723,590	1,752,992
Town of Wenham	2.06%	975,438	0			975,438	992,078
Town of West Newbury	1.52%	719,741	0			719,741	732,019
East.Essex Vet.Dist.	0.05%	23,676	0			23,676	24,080
No.AndBox.Vet.Dist.	0.00%	0	0			0	0
North Essex Vet.Dist.	0.00%	0	0			0	0
Byfield Water Dist.	0.08%	37,881	0			37,881	38,527
Lynnfld.Ctr.Wat.Dist.	0.50%	236,757	0			236,757	240,796
Lynnfield Water Dist.	0.26%	123,114	0			123,114	125,214
NE Mass Mosq.Cont.	0.46%	217,816	0			217,816	221,532
HamWen.Reg.School	2.22%	1,051,200	0			1,051,200	1,069,132
Man-Essex Reg. School	1.50%	710,270	0		18,613	728,883	741,317
Masconomet Reg.School	1.91%	904,411	0		·	904,411	919,839
Pentucket Reg.School	2.54%	1,202,724	0			1,202,724	1,223,241
Triton Reg.School	3.55%	1,680,973	0			1,680,973	1,709,648
Essex Housing Authority	0.04%	18,941	0			18,941	19,264
Georgetown Hous.Auth.	0.16%	75,762	0			75,762	77,054
Groveland Hous. Auth.	0.05%	23,676	0			23,676	24,080
Hamilton Hous.Auth.	0.04%	18,941	0			18,941	19,264
Ipswich Housing Auth.	0.14%	66,292	0			66,292	67,423
Lynnfield Hous.Auth.	0.03%	14,205	0			14,205	14,447
Manchester Hous. Auth.	0.07%	33,146	0			33,146	33,711
Merrimac Hous.Auth.	0.04%	18,941	0			18,941	19,264
Middleton Hous.Auth.	0.05%	23,676	0			23,676	24,080
Nahant Housing Auth.	0.03%	14,205	0	10,501		24,706	25,127
No.Andover Hous.Auth.	0.43%	203,611	0			203,611	207,084

In accordance with your funding schedule, appropriations are due July 1 and January 1. Whenever payments are made at a date one month or more before the scheduled date or whenever payments are made one month or more after the scheduled date, PERAC's actuary should be contacted so that a revised amount can be calculated. Payments will be adjusted with interest at the rate assumed in the actuarial valuation used as the basis for your schedule. In no case may payments be made at a date beyond this fiscal year.

## Essex Regional Retirement System FY24 Appropriation by Governmental Unit

Aggregate amount for appropriation for the Pension Fund:

\$47,351,362

Aggregate amount for appropriation for the Pension Reserve Fund:

\$0

Aggregate additional appropriation for the E.R.I.:

\$54,711

UNIT	PEN.FND. APP %	PENSION FUND APPROP.	PENSION RES. FUND APPROP.	ADD'L. APP. FOR E.R.I.	ADD'L. APP. FOR CRAB	TOTAL PAID JULY 1	APPROP SEMI-ANNUAL
Rockport Hous, Auth.	0.11%	52,086	0			52,086	52,975
Rowley Hous, Auth.	0.04%	18,941	0		15,844	34,785	35,378
Salisbury Hous. Auth.	0.03%	14,205	0			14,205	14,447
Topsfield Hous.Auth.	0.04%	18,941	0			18,941	19,264
Wenham Housing Auth.	0.08%	37,881	0			37,881	38,527
W. Newbury Hous. Auth.	0.00%	0	0			0	0
TOTAL	100.00%	\$47,351,362	\$0	\$20,254	\$34,457	\$47,406,073	\$48,214,750

In accordance with your funding schedule, appropriations are due July 1 and January 1. Whenever payments are made at a date one month or more before the scheduled date or whenever payments are made one month or more after the scheduled date, PERAC's actuary should be contacted so that a revised amount can be calculated. Payments will be adjusted with interest at the rate assumed in the actuarial valuation used as the basis for your schedule. In no case may payments be made at a date beyond this fiscal year.

p:/exceldir/actuaria/iessap24.xlsx