



BOARD OF SELECTMEN'S MEETING

Town of Dunstable

October 22, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

**OFFICE OF THE SELECT BOARD
TOWN OF DUNSTABLE
511 Main Street Dunstable, MA 01827
(978) 649-4514 | select-board@dunstable-ma.gov**



BOARD/COMMITTEE/COMMISSION: Select Board
SUBMITTED TO TOWN CLERK: 10/17/2024 2:47 pm
MEETING DATE: October 22, 2024
MEETING TIME: 5:00PM
LOCATION: Town Hall - Upper Level

**NOTICE OF A PUBLIC
MEETING POSTED IN
ACCORDANCE WITH THE
PROVISIONS OF MGL 30A
§18 – 25**

Topics the Chair Reasonably Anticipates will or could be Discussed:

Note: All topic placement & times are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA ITEMS

1	Meeting Called to Order
2.	Charter/Spectrum Franchise Agreement Hearing*
3.	Public Comment
4.	Appointments: Dot Mastakouras to Land Use Committee and Ron Mayer to Council on Aging*
5.	Approval of Meeting Minutes from 9/24/2024 and 10/08/2024*
6.	Route 113 Speed Limit
7.	Personnel Policy
8.	Special Town Meeting Warrant
9.	Project Agreement on High St. Map 15 Lots 2&3B – Land Grant Program*
10	Proclamation of Marion Stoddard Day*
12	Topics Not Reasonably Anticipated By the Chair
	Adjourn

***Votes likely to be taken** (Note: This listing of matters reflects those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.)

Additional Details: Meeting will be streaming at youtube.com/@townofdunstable3179

From: [Winchenbach, Shelley J](#)
To: [Jason Silva](#)
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft
Date: Wednesday, September 4, 2024 4:06:21 PM
Attachments: [image001.png](#)

Sounds good, Jason! Thank you so much!

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Wednesday, September 4, 2024 3:26 PM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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Thanks, Shelley. This needs Select Board approval so I'll plan to share it with them for their consideration, likely on September 24. Will be in touch.

Jason Silva
Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Tuesday, September 3, 2024 9:47 AM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Hi Jason, I apologize for my late response being on vacation last week. Attached is a clean document with \$1,200 instead of \$600. Please review and let me know if there are any further questions. If the agreement is satisfactory, please sign, scan and return to me via email at your convenience. Thanks so much!

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Monday, August 26, 2024 5:34 PM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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attachments, clicking links, or following guidance.

Yes, it's a 5 year. That works.

Jason Silva
Town Administrator
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"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Friday, August 23, 2024 12:56 PM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Hi Jason, see my reply to your questions below in blue. Let me know what you think. I'm on vacation next week but will be checking emails. Have a great weekend.

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Monday, August 19, 2024 5:42 PM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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But it wouldn't change what people are paying now given the amount being the same in the last agreement, correct? Or have subscribers decreased over the life of the last agreement? [Subscriber counts have declined significantly since the last agreement was signed. Per the DTC's website \(which lists historical subscriber counts in each MA community\), when Charter's current franchise was signed in 2011, Charter had 244 subscribers in Dunstable. As of the end of 2023, we had fewer than half as many subs \(120 total\). So in order to recover a \\$3,000 grant now, we would have to charge subscriber more than twice as much as in 2011.](#)

Is there a way to make \$600 a minimum contribution and if your subscriber base grows, the PEG payment will increase proportionally? Have you seen an arrangement such as this in other agreements? Let me know.

[We have lost more than half of our subscribers since 2011, as noted above. While we hope to change this trend, the likelihood of significant growth in the future given overall trends in the](#)

video marketplace seems unlikely. In terms of proportionality changes, typically that adjustment gets made at the next renewal—we do not address it in the license. That said, it appears the renewal the Town entered into with Verizon last year may be only a 5-year agreement. Is that correct? If yes, since our proposal is for a 10-year term, we would be willing to agree to a \$1,200 grant.

Thanks.

Jason Silva
Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

“I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end.” – Larry Bird

From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Friday, August 16, 2024 2:30 PM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Hi Jason, thank you for your email. Since PEG costs are passed through to subscribers (as does Verizon), our proposal would match Verizon's on a per subscriber basis. If we had to match Verizon's amount, our subs would end up paying substantially more per subscriber, which isn't competitively neutral.

I look forward to hearing from you, have a nice weekend.

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Thursday, August 15, 2024 3:46 PM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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I don't have any issues with the draft other than reducing the payment from \$3,000 to \$600 based on subscriptions. The last agreement included a \$3,000 payment and I would not recommend decreasing the payment to the Select Board.

Let me know how you would like to proceed.

Jason Silva

Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Wednesday, August 14, 2024 10:12 AM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Thanks Jason, I can answer that for you. Nothing significant was changed in the draft.

Just a few touch points,

We cleaned up the gross revenue section to include all revenue that's determined in accordance with generally accepted accounting principles.

We removed senior discount, but Charter provides a low-cost service option that would be more of a significant cost reduction.

We added "upon request" in a few sections and cleaned up other sections to reference applicable law.

I would point out, in Section 13.1, it is specific to locations in the Exhibit.

Let me know if you have any questions. Thank you.

From: Jason Silva <jsilva@dunstable-ma.gov>
Sent: Wednesday, August 14, 2024 9:13 AM
To: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

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I was hoping to touch base with someone just to give me a high level overview of any significant changes made between the current and proposed agreement.

Jason Silva
Town Administrator

Town of Dunstable
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"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

From: Winchenbach, Shelley J <Shelley.Winchenbach@charter.com>
Sent: Wednesday, August 14, 2024 9:04 AM
To: Jason Silva <jsilva@dunstable-ma.gov>
Subject: RE: [External] Dunstable, MA Franchise Renewal Draft

Hi Jason, I received your voicemail and just reaching out to ask what the nature of your call entails? We're all hands on right now in Massachusetts so just wanted to have the right person give you a call back. Let me know, thanks so much!

From: Winchenbach, Shelley J
Sent: Friday, August 9, 2024 7:36 AM
To: jsilva@dunstable-ma.gov
Cc: Young, Jennifer R <Jennifer.R.Young@charter.com>
Subject: Dunstable, MA Franchise Renewal Draft

Hi Jason,

I hope you've been well. I handle franchising for the States of Maine and New Hampshire and currently helping Jen cover items in Massachusetts until a new director for the State can be hired. Please find a draft franchise renewal attached for your review and consideration.

Please let us know if you have any questions. Thanks so much and have a nice weekend.



Shelley Winchenbach | Director, Government Affairs – ME/NH
207.620.3319 | 400 Old County Road | Rockland, ME 04841

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CHARTER LICENSE AGREEMENT

This License Agreement is between the Town of Dunstable, hereinafter referred to as the "Issuing Authority" and Spectrum Northeast, LLC an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of the Town of Dunstable, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Dunstable and

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current License under applicable laws, and that the financial, legal and technical ability of the Licensee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Issuing Authority desires to enter into this License with the Licensee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Issuing Authority and Licensee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this License renewal;

NOW, THEREFORE, the License Authority and Licensee agree as follows:

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this License the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board/Council" shall mean the Board of Selectmen, the governing body of the Town of Dunstable.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. Seq.
- D. "Effective date" or "Execution date" shall mean the date upon which the Licensee accepts the License as reflected on the signature page below.
- E. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- F. "License Authority" shall mean the Board of Selectmen of Dunstable.
- G. "License" or "Franchise" shall mean the non-exclusive rights granted pursuant to this License to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.
- H. "Licensee" or "Grantee" shall mean Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc., or its lawful successor, transferee or assignee.
- I. "Gross Revenue" means any revenue means any revenue, as determined in accordance with generally accepted accounting principles, received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.

- K. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior high school, and high school.
- L. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Issuing Authority as the address to which notice should be transmitted to it.
- M. "Service Area" shall mean the geographic boundaries of the Town of Dunstable, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- N. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Licensee's existing distribution system.
- O. "State" shall mean the Commonwealth of Massachusetts.
- P. "Street" or "Streets" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- Q. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.

SECTION2

Grant of License

2.1 Grant. The Issuing Authority License hereby grants to the Licensee a nonexclusive License which authorizes the Licensee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures

necessary for the maintenance and operation of a Cable System. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The License and the rights, privileges and authority hereby granted shall be for a term often (10) years, commencing on the Effective Date of this License as set forth in subsection 15.7, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 License Requirements For Other License Holders. In the event that the Issuing Authority grants one (1) or more License(s) or similar authorizations, for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the Cable System, it shall not make the grant on more favorable or less burdensome terms. If said other License(s) contain provisions imposing lesser obligations on the company(s) thereof than are imposed by the provisions of this License, Licensee may petition the Issuing Authority for a modification of this License. The Licensee shall be entitled, with respect to said lesser obligations to such modification(s) of this License as to insure fair and equal treatment by this License and said other agreements.

In the event that a non-Licensed multichannel video-programming distributor provides service to the Service Area, the Licensee shall have a right to request License amendments that relieve the Licensee of burdens that create a competitive disadvantage to the Licensee. In requesting amendments, the License shall file a petition seeking to amend the License. Such petitions shall:

1. Indicate the presence of a non-Licensed competitor(s);
2. Identify the basis for Licensee's belief that certain provisions of the License place Licensee at a competitive disadvantage;
3. Identify the burdens to be amended or repealed in order to eliminate the competitive disadvantage.

The Issuing Authority shall not unreasonably withhold granting the Licensee's petition.

2.4 Police Powers and Conflicts with License. By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all

applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way. In the event of any conflict between the License and any Issuing Authority ordinance or regulation, the terms of this License will prevail. This License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority.

2.5 Cable System License Required No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System License.

SECTION 3

License Renewal

3.1 Procedures for Renewal. The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of the Licensee's License shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Licensee shall, by acceptance of the License granted herein, defend the Issuing Authority, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence of Licensee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Issuing Authority, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence of Licensee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Issuing Authority shall give the Licensee

written notice of its obligation to indemnify the Issuing Authority within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determined in good faith that the Licensee cannot represent its interests, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Issuing Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Licensee shall maintain throughout the term of the License insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.)
Auto Liability including coverage on all owned, non-owned	\$2,000,000 General Aggregate \$1,000,000 per occurrence C.S.L.
hired autos Umbrella Liability	

Umbrella Liability \$1,000,000 per occurrence

- B. The Issuing Authority shall be added as an additional insured to the above Commercial General Liability and Umbrella Liability insurance coverage.
- C. The Licensee shall, upon request, furnish the Issuing Authority with current certificates of insurance evidencing such coverage.

SECTIONS

Service Obligations

5.1 No Discrimination. Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Licensee shall comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.3 F.C.C. Customer Service. The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c).

SECTION6

Service Availability

6.1 Service Area. The Licensee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per mile as measured from Licensee's closest technologic feasible tie in point ; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of this License; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to

any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee has the right, but not an obligation, to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Service to New or Previously Unserved Single Family Dwellings. Subject to the requirements of Section 6.1 above, the Licensee shall offer Cable Service to all new homes or previously unserved single dwellings located within 150 feet of Licensee's feeder cable at its published rates for Standard Installation. Longer aerial drops and underground drops shall be priced in accordance with Licensee's policies governing non-standard installations.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least 30 days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 **Safety.** The Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage,

7.4 **Network Technical Requirements.** The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

7.5 **Performance Monitoring.** Licensee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

8.1 **General Conditions.** Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

8.2 **Underground Construction.** The facilities of the Licensee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground. In the event that the Issuing Authority or any agency thereof for the placement of cable underground or the movement of cable reimburses any telephone or electric

utilities, Licensee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Permits. The Issuing Authority shall cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Licensee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority to remove any of the Licensee's facilities, no charge shall be made by the Licensee against the Issuing Authority for restoration and repair, unless such acts amount to gross negligence by the Issuing Authority.

8.7 Tree Trimming. Licensee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Issuing Authority. The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Licensee when lawfully required by the Issuing Authority pursuant to its police powers. Licensee shall be responsible for any costs associated with these obligations to the same extent all other users of the Issuing Authority rights-of-way

are responsible for the costs related to their facilities.

8.9 Relocation for a Third Party. The Licensee shall, on the request of any person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the expense of such is paid by any such person benefiting from the relocation and the Licensee is give reasonable advance written notice to prepare for such changes. The Licensee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business day in the event of a temporary relocation and no less than one hundred twenty days (120) for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, the Issuing Authority shall reimburse the Licensee in the same manner in which other persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Issuing Authority shall make application for such funds on behalf of the Licensee.

8.11 Emergency Use. Licensee will comply with all federal and state Emergency Alert System ("EAS"), requirements.

SECTION 9

Service And Rates

9.1 Offices and Phone. The Licensee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Licensee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Licensee's name, address and local telephone number. Such instructions may be provided electronically if permitted by applicable law. Licensee shall give the Issuing Authority prior notice of any rate increases, channel lineup or other substantive service changes in accordance with applicable FCC rules.

9.3 Rate Regulation. Issuing Authority shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Issuing Authority. If and when exercising rate regulation, the Issuing Authority shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. Licensee shall comply with the billing and termination rules of the Massachusetts Department of Telecommunications & Cable, 207 C.M.R. 10.00, as they may be amended.

SECTION 10

License Fee

10.1 Amount of Fee.

- a) Pursuant to MGL Chapter 166A §9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to \$0.50 per Subscriber per year. The number of Subscribers, for purposes of this section, shall be calculated in accordance with applicable State law.
- b) In the event that the Town is permitted to collect a license fee expressed as a percentage of gross annual revenue in the future, the Licensee may conduct a public hearing to establish such license fee, and after such hearing, the Issuing Authority shall provide notice to Licensee of the amount of the fee. Subject to applicable law, Licensee shall (i) within sixty (60) days of receipt of the notice commence paying such a percentage license fee to the Town in accordance with applicable Law and based on gross annual revenues; and (ii) file with the Issuing Authority, with each such percentage license fee payment, a statement certified by a financial officer of Licensee identifying the Gross Revenues derived during the previous year.
- c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable Law in excess of five (5) percent of its Gross Annual Revenues. Further, if in the future, license fee payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (5) five percent of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of the annual access funding and operating

support provided to Town by Licensee in order to stay within the five percent (5%) of Gross Annual Revenues cap specified herein.

10.2 Payment of Fee. Pursuant to M.G.L. c. 166A, § 9, the license fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by applicable law.

10.3 Accord and Satisfaction. No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a License fee under this License.

10.4 Limitation on Recovery. In the event that any License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any License fee payable hereunder shall be three (3) years from the date on which payment by the Licensee was due.

SECTION 11

Transfer of License

11.1 License Transfer. The License granted hereunder shall not be transferred or assigned, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the License or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Issuing Authority shall be deemed given.

11.2 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by the Licensee, or any Person that owns or controls the Licensee. Licensee shall notify the Issuing Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12

Records, Reports And Maps

12.1 Reports Required. The Licensee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Licensee's policy in connection with its Subscribers shall be filed with the Issuing Authority upon request.

12.2 Records Required.

The Licensee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- B. A set of strand map showing the location of the Cable System.

12.3 Inspection of Records. Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis records reasonably necessary to ensure Licensee's compliance with the License. Such notice shall specifically reference the subsection of the License that is under review so that the Licensee may organize the necessary books and records for easy access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than one (1) year, except for complaints related to any License Fee or other payments to the Issuing Authority, which shall be maintained for three (3) years. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Community Programming

13.1 Service to Schools and Municipal Buildings. Upon written request of the Issuing Authority, the Licensee shall provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service, without charge, to the locations listed in Exhibit A. In addition, to the extent required by G.L. c. 166A, §5 (upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and Basic Service without charge to newly constructed or newly occupied municipal or public school buildings provided the drop is aerial and does not exceed 150' in length.

13.2 Limitations Use. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Issuing Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The Issuing Authority shall hold the Licensee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by subsection 13.1 above. The Licensee shall not be required to provide an outlet to any such building where a standard drop of more than 150 feet is required, unless the Issuing Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

13.3 PEG Access Channels. The Licensee shall make available channel capacity on its Cable System for up to two (2) channels for PEG access-programming use, subject to sufficient demand and need for such channels. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted.

13.4 Public, Educational And Governmental Access Equipment and Funding

(a) The Licensee shall provide a one-time cash payment to the Town's special PEG Access account or Public Access corporation, if so designated by the Issuing Authority in writing, in the amount of one thousand two hundred dollars (\$1,200) to be used to purchase, lease, and/or improve PEG Access equipment and facilities. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the Subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

13.5 Equipment Ownership And Maintenance The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment.

13.6 Access Cablecasting The Licensee shall continue to connect to equipment owned by the Issuing Authority and/or the Issuing Authority's PEG Access Designee at 511 Main Street, Dunstable, MA (the "PEG Interconnection Site") 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.

13.7 Editorial Control Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable Law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

SECTION 14

Enforcement Or Revocation

14.1 Notice of Violation. If the Issuing Authority believes that the Licensee has not complied with the material terms of the License, the Issuing Authority shall first informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem, the Issuing Authority

shall notify the Licensee in writing of the exact nature of the alleged noncompliance.

14.2 Licensee's Right to Cure or Respond. The Licensee shall have thirty (30) days from receipt of the notice described in subsection 14.1 to (i) respond to the Issuing Authority, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Issuing Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Licensee fails to respond to the notice received from the Issuing Authority pursuant to the procedures set forth in subsection 14.2, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Issuing Authority shall provide the Licensee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Issuing Authority in a newspaper of general circulation within the Issuing Authority in accordance with subsection 15.5 hereof.

14.4 Enforcement. Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.3 above, determines that the Licensee is in default of any provision of the License, the Issuing Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief;
or
- C. In the case of a substantial default of a material provision of the License, seek to revoke the License itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the License, the Issuing Authority shall give written notice to the Licensee of its intent to revoke the License on the basis of a pattern of noncompliance by the Licensee, including one or more instances of substantial noncompliance with a material provision of the License. The notice

shall set force the exact nature of the noncompliance. The Licensee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Issuing Authority has not received a satisfactory response from Licensee, it may then seek to revoke the License at a public hearing. The Licensee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the License.

- B. At the hearing, the Board shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the License shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Licensee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Licensee. The Licensee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*.

SECTION 15

Miscellaneous Provisions

15.1 Force Maieure. The Licensee shall not be held in default under, on in noncompliance with the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Licensee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Issuing Authority's intention to subject the Licensee to penalties, fine, forfeitures or revocation of the License for violations of the License where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the License territory, or where strict

performance would result in practical difficulties and hardship to the Licensee which outweighs the benefit to be derived by the Issuing Authority and/or Subscribers.

15.2 Action of Parties. In any action by the Issuing Authority or the 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.

15.3 Notices. Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Dunstable, 511 Main Street, Dunstable, Massachusetts 01827, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Director, Government Affairs, Charter Communications, 301 Barber Avenue, Worcester, Massachusetts 01606, with a copy sent to Vice President, Local Government Affairs & Franchising , Charter Communications 601 Massachusetts Avenue NW, Suite 400W, Washington DC 20001, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

15.4 Public Notice. Minimum public notice of any public meeting relating to this License shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Issuing Authority.

15.5 Severability. If any section, subsection, sentence, clause, phrase, or portion of this License is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this License.

15.6 Entire Agreement. This License sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this License. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

15.7 Effective Date. The effective date of this Franchise shall be the date of acceptance by the Licensee as recorded on the signature pages below. This Franchise shall expire on ten (10) years after the Effective Date unless extended by applicable law and/or the mutual agreement of the parties.

Considered and approved this ____ day of _____, 2024.

Town of Dunstable, MA
Board of Selectmen

Signature: _____

Name/Title: _____

Town of Dunstable, MA
Board of Selectmen

Signature: _____

Name/Title: _____

Town of Dunstable, MA
Board of Selectmen

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 2024, subject to applicable federal and State law.

Spectrum Northeast, LLC
LKA Charter Communications

Signature: _____

Name/Title: Paul Abbott, VP Local Government Affairs
and Franchising

EXHIBIT A
MUNICIPAL BUILDINGS TO BE PROVIDED
CABLE SERVICE PURSUANT TO SECTION 13.1

Dunstable Police Station, 23 Pleasant Street, Dunstable, MA 01827

From: [Dot Mastakouras](#)
To: [select-board](#)
Subject: [External] Land Use Committee
Date: Saturday, October 5, 2024 9:30:23 AM

Hi I saw the Facebook update about an opening on the land use committee, and am interested in joining. I've lived in town for 30 years and would like to help shape our future.

Please consider me as your new committee member. Thank you.

Dot Mastakouras
617 Main St
(978) 502-6727

From: [Chuck Raffoni](#)
To: [Sue Fayne](#); [Jason Silva](#)
Subject: Council on Aging Board Member
Date: Wednesday, October 9, 2024 3:58:00 PM

Hi,

Ron Mayer has been approved by the COA board to join . Can you please add his appointment to the next select board meeting for their approval ?

Thank you,
Chuck

Chuck Raffoni
Town of Dunstable
Senior Services & Recreation Program Director
craffoni@dunstable-ma.gov
978-649-4514 x223



PERSONNEL POLICIES

TOWN OF DUNSTABLE, MASSACHUSETTS

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I INTRODUCTION

It shall be the purpose of this handbook to establish a system of personnel administration that ensures a uniform, fair and efficient application of personnel policies for all employees of the Town of Dunstable (hereinafter, Town). It shall be the policy of the Town to guarantee equal opportunity to all qualified applicants and to all employees with respect to initial appointment, advancement, compensation and general working conditions without regard to race, color, religion, national origin, gender, gender identity, sexual orientation, age, disability or any other legally protected classification. The policies and procedures contained herein supersede all prior applicable policies and procedures adopted by the Town.

The provisions contained within this Handbook are solely intended to be advisory in nature and are not to be considered, in whole or in part, a contract for employment, express or implied, between the Town and any of its employees. All individuals employed by the Town are employed “at will”. The Town retains the unrestricted right to add to, to modify, or to discontinue any personnel policy, procedure and/or employment benefit referenced directly or indirectly herein.

These policies shall be applicable to all employees, whether exempt or non-exempt, and apply to those covered by a collective bargaining agreement or individual employment agreement as to any standards of conduct or policies; provided that if a conflict arises between a provision(s) of this Handbook and a provision(s) in any collective bargaining agreement between the Town and the respective bargaining unit and/or any individual employment contract between the Town and any employee, the agreement shall prevail. In the event of a conflict between any provision of this Handbook and the Town’s by-laws, the by-laws shall prevail. In any instance where these policies conflict with federal or state laws, such laws shall be deemed to prevail.

Definitions

Employee: Unless otherwise specifically excluded, “employee” shall include any employee receiving compensation from the Town pursuant to any one or more of the following employee classifications:

- **Benefit Eligible Employee:** The employee in this position works not more than 40 hours per week or less than 20 hours per week and works year-round excluding authorized paid leave time and authorized leaves of absence. Employees in this category are eligible for full benefits as defined in this policy.
- **Permanent Part-Time Employee:** The employee in this position works not more than 19 hours per week and not less than 15 hours per week and works year-round excluding authorized paid leave time and authorized leaves of absence. Permanent Part-Time employees are eligible for

Holiday, Vacation, Sick, Personal & Bereavement leave on a prorated basis, based on average hours worked per week. Permanent Part-Time employees are ineligible for Insurance benefits.

- **Non-Benefit Eligible Employee:** The employee in this position works less than 15 hours per week and is not eligible for Paid Time Off or Insurance benefits.
- **Temporary Employee:** Employees hired for specific projects on a short-term basis are considered temporary employees. Employment is not usually expected to last more than six (6) months and temporary employees do not receive benefits as defined in this policy.
- **Exempt Employee:** Pursuant to the Fair Labor Standards Act, 29 USC, Section 201-216, there shall be exempt and non-exempt employees. An exempt employee is a salaried employee who is employed in an executive, administrative, or professional capacity and is not generally entitled to overtime pay if he or she meets one of the following criteria:
 - o Executive - primary duty is to manage a department.
 - o Administrative - primary duty is office or non-manual work directly related to management policies, or directly assisting an executive.
 - o Professional - primary duty requires advanced knowledge acquired by specialized study; work is intellectual, and the result is not standardized.
- **Non-Exempt Employee:** A non-exempt employee is one whose primary duty is not executive, administrative, or professional in nature and who is entitled to overtime pay whenever his or her actual hours of work exceed forty (40) in the standard workweek. Once the standard workweek is established, it may not be changed to avoid payment of overtime. Non-exempt employees are subject to the terms and conditions of the Fair Labor Standards Act. While these employees are eligible for the payment of overtime when actual hours are worked, excluding paid leave time or holidays, exceeding 40 in a week, overtime may only be worked with the prior written approval of the hiring authority or supervisor.
- **Elected or Appointed Employee:** Employees of the Town who have either been elected or appointed to their respective positions(s) and who receive compensation from the Town for services rendered.
- **Grant-Funded Employees:** An employee whose position is funded in whole or in part by a third party.

II Standards of Conduct

General Conduct and Standards

Town employees are expected to act honestly, conscientiously, reasonably and in good faith at all times with regard to their responsibilities, the interests of the Town and the welfare of its residents.

Employees have an obligation to be present at work as scheduled and to be absent from the workplace only with proper authorization; to carry out their duties in an efficient and competent manner, and maintain specified standards of performance; to comply with reasonable employer instructions and policies and to work as directed; to respect the privacy of individuals and use confidential information only for the purposes for which it was intended; to neither use, nor allow the use of Town property, resources, or funds for other than authorized purposes; to incur no liability on the part of the Town without proper authorization; and, to maintain all qualifications necessary for the performance of their duties legally and efficiently.

Town employees often learn of personal information about residents of the Town and other confidential information. Confidential information of any sort is not to be discussed with anyone, including co-workers, unless necessary in the line of duty. In addition, this type of conversation is not to be discussed in corridors, eating areas or anyplace other than the work site.

Town employees shall avoid any action which might create the impression of using public office for private gain, giving preferential treatment to any person, or showing favoritism in conducting town business. Employees are expected to conduct themselves in a manner which in no way discredits the Town, public officials, or other fellow employees. This includes, but is not limited to, the use of computer equipment and services. Employees must abide by federal, state, and local laws and regulations.

All Employees Shall:

- Remember that they represent the Town at all times
- Treat all members of staff/board/committee with respect despite differences of opinion, keeping in mind that professional respect does not preclude honest differences of opinion but requires respect of those differences
- Recognize that the chief function of local government at all times is to serve the best interests of all of the people
- Honor confidential information and seek no favor.
- Conduct themselves to maintain public confidence in their local government and in their performance of the public trust
- Conduct official business in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties

Unless specifically exempted (e.g., Executive Session), conduct the business of the public in a manner that promotes open and transparent government and maintains full compliance with the Open Meeting Law (G.L. Chapter 30A, Sections 18-25)

Harassment

The Town is committed to providing a workplace free from unlawful sexual harassment or harassment based upon any other legally protected classification (e.g. gender, race, national origin, disability). Harassment can take different forms and can occur in the formal workplace or in off-hours activities among employees of the Town. It can also result from the actions of non-employees. No employee who files a good-faith complaint of sexual harassment or harassment based on protected class status or who cooperates in connection with a harassment investigation will be retaliated against. Such retaliation is unlawful. Please review the Town's Sexual Harassment Policy and the Town's Protected Class Harassment Policy for more information.

Tardiness and Failure to Report to Work

All employees are expected to begin their assigned duties at the start of the regularly scheduled workday. Tardiness and failure to report to work are viewed as unacceptable job performance.

An employee who anticipated that he or she will be tardy or absent must notify his or her supervisor in a timely manner. Employees will be required to provide a reasonable explanation of their tardiness or absence and may be required to provide documentation.

Dress Code

Employees are expected to dress in a manner consistent with their work environment and their stature as representatives of the Town. Department Heads and the Select Board may set additional policies as needed.

Safety

The Town is committed to providing a safe work environment. Department Heads are responsible for developing safety guidelines to address safety concerns unique to their work area and required to maintain a safe working environment. Employees encountering a dangerous situation are required to bring it immediately to the attention of their supervisor and/or the Town Administrator.

Workplace Violence/Possession of Weapons

The Town maintains a zero-tolerance policy toward workplace violence, or the threat of violence, by any of its employees, the general public, and/or anyone who conducts business with the Town. It is the intent of the Town to provide a workplace that is free from intimidation,

threats, or violent acts. Weapons are prohibited from the workplace except for weapons assigned to police officers or other authorized licensed personnel.

Workplace violence includes, but is not limited to harassment, threats, physical attack, or property damage. A threat is the expression of intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional or future.

Any incident of violent behavior whether the incident is committed by an employee, or an external individual must be brought immediately to the attention of their supervisor, who must inform the Town Administrator, the Police Department and the Select Board.

Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type resulting from a report of violence must be reported to the appropriate management staff for investigation and decision regarding proper action.

Smoke-free Workplace

The Massachusetts Smoke-Free Workplace Law, effective July 5, 2004, amended the Massachusetts General Laws by creating a new Section 22 of Chapter 270. The new law protects workers from health hazards resulting from exposure to secondhand smoke and requires all workplaces with one or more employees to be smoke-free.

Smoking is prohibited inside all buildings owned or controlled by the Town including, but not limited to, the town hall, the public works building (including the garage), and all other enclosed areas at the disposal and recycling center. Smoking is prohibited inside any town owned or leased vehicle of any kind, at any time. In addition, smoking is not permitted while an employee is performing his or her job duties.

Additionally, any person smoking in a smoke-free area violates the Massachusetts Smoke-Free Workplace Law which prescribes a civil penalty of \$100 for each violation.

The Town of Dunstable is sensitive to the withdrawal symptoms of nicotine addiction and supports employees in their efforts to quit smoking. Employees who smoke and want to quit or know someone who wants to quit should call the Try-To-Stop Tobacco Resource Center at 1-800- TRY-TO-STOP (1-800-879-8678) for free helpful information or visit their website at www.trytostop.org.

It is prohibited by law to discriminate or retaliate in any manner against a person for making a complaint of a violation of the smoke-free workplace law or for furnishing information concerning a violation, to a person, entity, or organization, or to an enforcement authority. However, a person making a complaint or furnishing information during any period of work or time of employment shall do so only at a time that will not pose an increased threat of harm to

Last Revised on October 16, 2024

the safety of other persons in or about the workplace, or to the public. An employee who retaliates or discriminates against any person or persons for making a complaint under this Policy or for furnishing information concerning a violation of the Smoke-Free Workplace Law or this Policy shall be disciplined up to and including termination.

Drug Free Workplace including Alcohol and Drug Testing Policy

The use of controlled substances is inconsistent with the behavior expected of employees and subjects the Town to unacceptable risk of workplace accidents or other failures that would undermine the Town's ability to operate effectively and efficiently.

The use, sale, possession or being under the influence of alcohol or legal or illegal drugs that may impair the ability to safely and effectively perform job duties while on duty is prohibited unless the employee discloses the prescription in advance and provides a doctor's note verifying that the employee's use will not impair the employee's ability to safely and effectively perform the essential functions of the employee's job. However, as marijuana use remains illegal under federal law, it may not be used while on duty.

The Town recognizes that drug dependency is an illness and a major health problem. Employees who wish to obtain help in dealing with such problems are encouraged to contact the Town Administrator, or their health insurance provider, for assistance. Contacting the Town Administrator or their health insurance provider in a conscientious effort to seek help will not jeopardize an employee's job and will not result in discipline.

At the discretion of the department head and/or Town Administrator any Town employee while on duty may be subject to testing for drug or alcohol use where there is probable cause/reasonable suspicion to believe the employee is under the influence of drugs or alcohol.

The Town will also conduct random testing of employees who are required to have a CDL license as a condition of employment. Random drug testing will be on a random, unannounced basis just before, during, or after performance of safety sensitive functions.

If the appointing authority, either with regard to a probable cause/reasonable suspicion or random testing that results in a positive alcohol or drug test, decides not to terminate the employee, the following conditions shall apply:

1. The employee will be required to attend EAP counseling sessions and/or seek treatment from the employee's health care provider.
2. The employee will not be permitted to return to work until the employee has a negative drug test. This drug test will be at the employee's own expense.
3. The employee will be subject to up to six (6) follow-up tests in the following twelve (12) months following the employee's return to work.

4. The appointing authority may impose additional conditions and take other action as it deems appropriate provided such actions are allowed by law.

Conflict of Interest/Financial Disclosure

Town employees must comply with the requirements of Chapter 268A of the Massachusetts General Laws that governs conduct as a public official or public employee.

The purpose of the conflict-of-interest law is to ensure that a public employee's private financial interests and the relationships do not conflict with his or her public obligations to act objectively and with integrity. The law is broadly written to prevent a public employee from becoming involved in a situation which could result in a conflict or give the appearance of a conflict.

Conflict of interest situations include but are not limited to:

- A. Taking Bribes;
- B. Accepting Gifts (the law allows up to \$50)
- C. Acting on Own/Family's/Business' Financial Interests;
- D. Obtaining Municipal Contracts and Multiple Jobs – employees are generally prohibited from obtaining municipal contracts or additional positions. (The law does allow multiple appointments; this is a special provision of the law for small towns such as ours);
- E. Misuse of an Official Position to obtain unwarranted privileges for themselves or anyone else;
- F. Accepting outside employment inherently incompatible with a public position;
- G. Representing Private Parties in Town Matters.

All new employees are required to complete online Conflict of Interest training through the State of Massachusetts' website: <https://massethicstraining.skillburst.com/>. Existing employees will need to complete this training every 2 years. In any remotely questionable situation employees are encouraged to get advice and an advisory opinion from the State Ethics Commission at (617) 371-9500.

Telephone Calls and Mail Use

Town employees are expected to use their home addresses (not the Town's address) to receive personal mail. Use of town stationery or postage for personal mail is not permitted.

When answering the phone, speak in a pleasant tone of voice. Always identify yourself and where you are located. If you must refer to your caller to another department, explain clearly why you are doing this.

While personal calls are sometimes necessary, employees are asked to limit these to essential situations.

Computer, E-Mail, and Internet Use

The Town provides staff with computer equipment and the ability to communicate and receive information using electronic mail and the Internet. The Town utilizes this technology to improve staff efficiency and communication, and to serve the public more effectively. These computer resources are the property of the Town and should be used for appropriate business purposes only. Town employees are expected to use their access to electronic mail and the Internet in a responsible and informed way.

Any personal use of the Internet should be limited and must not interfere with the Town's operation of the user's work responsibilities. Further, users must realize that they represent the Town while using Town equipment and act accordingly.

Unauthorized use of computer equipment or the internet including e-mail includes but is not limited to:

- A. Pirating, duplication, or installation of unauthorized software;
- B. Any promotion, product endorsement or other commercial enterprise;
- C. Political lobbying or solicitation of any religious cause.
- D. Disparagement of any individual or group;
- E. Hacking;
- F. Personal gain;
- G. Gambling or Adult Only Websites

In case of doubt users are encouraged to consult the Department Head, Town Administrator, or Select Board.

Confidential information should never be transmitted to anyone not authorized to receive such information, including other unauthorized Town employees.

Employees shall have no expectation of privacy in their use of e-mail or other computer applications. Further, e-mails and other documents are generally subject to disclosure as public records. They may also be subject to disclosure through legal proceedings or otherwise through various laws that may be held to apply to such transmissions. Further, users need to take into consideration the applicability of the open meeting law when participating in an electronic conversation through email, chat or other such methods of electronic communication.

The Town reserves the right to monitor, review and retrieve any information stored on or transmitted with Town equipment and, therefore, users should not have an expectation that their e-mail communication, or documents stored on Town equipment, will remain private.

The Town maintains a detailed Communications Policy, which should be reviewed for more information.

Personal Mobile Device Use

To ensure the proper use of Personal Mobile Devices during work hours this policy applies to all full-time and part-time Town employees, as well as grant-funded employees. The policy also applies to temporaries, interns, and volunteers.

Employees, and others designated above, may carry personal devices during work hours, but are expected to keep personal phone calls and/or text messages to a minimum and of short duration, except in an emergency, family illness, or crisis.

Employees who operate town owned vehicles shall not use a mobile telephone, or any handheld device capable of accessing the internet, to manually compose, send or read an electronic message while operating a motor vehicle. An employee shall not be considered to be operating a motor vehicle if the vehicle is stationary and not located in a part of the public way intended for travel.

Employees must follow all State and Federal laws concerning the use of handheld devices while driving town vehicles.

Working Remotely

It is the goal of the Town to have Town Offices open to the public whenever possible. However, some positions afford flexibility for completion of job duties and responsibilities from another location. It is at the discretion of an employee's supervisor to allow an employee to work remotely. The employee's supervisor and Town Administrator must grant permission in writing for any exceptions to this policy.

REMOTE WORK EXPECTATIONS

Supervisors should communicate specific expectations to individual team members based on each person's needs and circumstances. To ensure that the remote working agreement is mutually beneficial to both the Town and employees, planning and communicating expectations in advance of the working remotely is crucial.

Staff members must comply with Town rules, policies, practices, and instructions and understand that violation of same may result in termination of remote work privileges and/or discipline up to, and including, dismissal.

Working remotely does not change the basic terms and conditions of employment. Remote work does not change a staff member's classification, compensation, or benefits. The accrual and charging of leave time are subject to the same policies and procedures applicable to non-remote working staff members.

Employees shall consider working at another facility or from home as a normal workday.

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Employees must make themselves available to perform their job duties and responsibilities, respond timely to calls and emails, and not perform any other tasks that would conflict with their ability to perform their job duties and responsibilities. Employees must also remain available to come into their work facility if needed unless arrangements have been made with the Department Head.

CLOSURES DUE TO WEATHER

Short-term remote work may be an appropriate option for staff members due to the closure of Town offices and buildings due to weather conditions or weather-related declaration of a State of Emergency in the Commonwealth of Massachusetts. In the event of closure, it is the Town's expectation that services will be continued through remote work.

Employees whose duties could be done remotely but who are not able to work during the weather event must use vacation or personal time to be paid. Employees whose duties can only be performed on Town property that is unavailable due to the weather event shall be paid without loss of a vacation or personal day. The policy under this section will last only for the duration of the weather event that closed town offices or buildings, as defined and communicated by the Town Administrator.

EMERGENCY SITUATIONS

Short-term remote work may also be an appropriate option for staff members due to extraordinary circumstances (e.g., the declared National Emergency and State of Emergency in the Commonwealth of Massachusetts in 2020-21 in response to the COVID-19 pandemic). Short-term telecommuting under this section will last only for the duration of an emergency, as defined and communicated by the Town Administrator.

III Employment Practices

Qualifications/Requirements

For each position on the staff of the Town, there shall be established minimum requirements and a position description as to the experience, education, licensing or other abilities and/or qualifications considered necessary for satisfactory performance of the essential duties of the position.

Americans with Disability Act Requirements

As noted above, the Town does not discriminate on the basis of disability. Any employee who believes he or she requires an accommodation should submit a written request to his or her supervisor. The employee's supervisor or the Select Board may require the employee to provide medical documentation supporting the request for an accommodation. The Town may also require the employee to be examined by a Town-approved physician or medical professional.

Appointments

The Town reserves the right to require a pre-employment examination, which may include drug testing, after a conditional offer of employment has been made.

It is the policy of the Town to prohibit relatives from working in the same department in a employee/supervisor relationship. In addition, it is the policy of the town to prohibit a Supervisor or Board/Committee member from hiring a family member.

Employees who are appointed for a defined term shall have their term renewed at the discretion of the Select Board (or Appointing Authority).

Performance Review for Employees

The Town expects its employees to be competent and efficient in performing their job duties. In order to provide constructive feedback, the Appointing Authority, or its designee, is required to provide employees with ongoing feedback and to complete a formal performance review not less than once a year.

Disciplinary Policy

All employees are required to follow regulations necessary for the proper operation of Town departments. Disciplinary action shall be the responsibility of supervisors or appointing authorities that shall exercise their responsibility with discretion and with concern for the employee.

These guidelines are intended to serve as guidelines only in the determination as to when disciplinary action is appropriate and what form it should take. The Town will determine in each individual case whether the circumstances warrant a more severe form of discipline than indicated in these general guidelines. In making the decision as to what form of disciplinary action to take, the Town will consider all factors it deems relevant. This disciplinary policy does not constitute a contract or grant contractual or other rights to any employee.

The following are examples of conduct that may result in disciplinary action:

- A. Incompetence or inefficiency in performing assigned duties;
- B. Insubordination;
- C. Tardiness or absence from duty;
- D. Abuse of sick leave or absence without leave;
- E. Falsification of time sheets, reports, or records;
- F. Possession and/or use of illegal substances or alcohol while on duty;
- G. Being at work while under the influence of alcohol or controlled substances;

- H. Misuse or unauthorized use of Town property;
- I. Fraud or falsification of information;
- J. Disclosure of confidential town information;
- K. Violation of safety rules, practices, or policies;
- L. Violation of the law;
- M. Engaging in acts of sexual harassment or any other discriminatory conduct;
- N. Conduct, whether on duty or off duty, that brings discredit to the Town;
- O. Any other circumstance the appointing authority deems appropriate.

Disciplinary action may include any, all or none of the following actions: verbal reprimand, written reprimand, demotion, suspension, and/or termination. The level of discipline to be imposed is at the discretion of the appointing authority.

Whenever a board is going to consider disciplinary action or dismissal or hear complaints or charges against an employee, then procedures shall be conducted in accordance with M.G.L. Chapter 30A.

Grievance Procedure

A grievance is a dispute between an employee and the supervisor arising out of an exercise of an interpretation of these Personnel Policies. The following steps shall be used in resolving the grievance:

Step 1 - An employee should promptly discuss any grievance with his/her supervisor/department head in a mutual effort to resolve the grievance within three (3) working days.

Step 2 – If, after such conference, a satisfactory understanding and/or solution of the grievance have not been reached, then the employee shall speak with the Town Administrator within five (5) working days or, if the Town Administrator is not reasonably available within that timeframe, at the Town Administrator's earliest, reasonable availability thereafter.

Step 3 –An employee who disagrees with the written decision of the Town Administrator may request a review by the Select Board within five (5) working days after meeting with the Town Administrator. The Select Board will review the grievance according to the rules set forth by Open Meeting Law. The employee has the right to request that the Select Board reconsider, modify or overturn any previous decision. The Select Board shall, within ten (10) days after meeting with the employee, provide a written decision. The Select Board, however, shall have no authority to modify or overturn the decision of

an appointing authority to impose discipline. At the conclusion of this step, the decision of the Select Board shall be final and binding on all parties.

The failure of the employee to process his or her grievance within the timeframes set forth above shall result in the waiver of the grievance. If the grievance pertains to a decision of the Town Administrator or the Select Board, the employee may initially file the grievance at that Step, i.e., Step 2 or Step 3, respectively.

Separation from Employment

Employees who choose to resign from their employment should give notice at least two (2) weeks in advance. Employees who resign may be asked to participate in an exit interview which is designed to elicit information about the reason(s) for resignation. The Select Board or its designee will use the information gathered through the interviews to identify potential problem areas within the Town.

Regardless of the reason for separation from employment, employees will be paid for accrued vacation leave.

Employees will also generally be eligible, except in incidents of gross misconduct, to continue insurance coverage under COBRA. Employees will be provided with a COBRA notice that details their eligibility to continue coverage after their termination.

Under some circumstances, employees may be eligible for unemployment compensation. Determinations as to eligibility for this benefit are made by the Division of Unemployment Assistance.

Records

The Town will maintain a personnel file on each employee. If you wish to review your personnel file, you must submit a written request to the Town Administrator. Arrangements will be made to allow you to review your personnel file within five (5) business days.

Employee References

Town policy is to provide only dates of employment and position(s) held in response to a request for an employment reference.

IV Compensation, Holiday & Leave Time

Starting Rate

An employee appointed to a position will normally be compensated at the minimum starting rate for the position according to the Wage and Classification Chart adopted pursuant to section 4.3 of the Personnel Bylaw. At the request of the appointing authority and the availability of funds, any appointment at a salary above the minimum may be made only if approved by the

Town Administrator, after recommendation of the Appointing Authority based upon education, work experience, and other qualifications pertinent to the specific job in question.

Payroll Deductions

All earnings and deductions are reflected in the payroll stub. These may include federal and state income tax, retirement deductions, Medicare, FICA, wage garnishments pursuant to an IRS Notice or court order, and deductions for group benefits (e.g., health coverage). Employees are encouraged to use direct deposit to receive their pay. Employees hired after July 1, 2024, will be required to use direct deposit.

Overtime, Compensatory Time & Callback Pay

Overtime will be paid at a rate of time and one-half to non-exempt employees who actually work in excess of 40 hours in a week. Hours actually worked do not include periods of leave such as sick, vacation, holiday, personal or other forms of paid or unpaid leave.

Employees may accrue compensatory time in lieu of legally required overtime by mutual agreement of both employee and appointing authority (and/or supervisor as the appointing authority may determine) prior to any hours actually being worked. When compensatory time is taken in lieu of legally required overtime, it shall accrue at a rate of 1.5 hours per hour worked. Like overtime, the calculation of compensatory time includes only hours actually worked.

All work that would result in compensatory time must be designated in advance in writing and shall be charged to the project or department for which the extra time was worked.

Compensatory time should be used within 90 days of acquiring said time.

Notwithstanding the above, non-exempt employees who the Town requires to report for work after the end of their scheduled workday will be paid overtime at a rate of time and one-half for the duration of the callback regardless of whether they have actually worked 40 hours. An employee who is paid overtime for working in response to a callback will not also be paid overtime for the same hours of work if the result is that the employee actually works in excess of 40 hours in the same week. This paragraph only applies to urgent/emergency callbacks such as a police lieutenant responding to an incident, a Highway Department employee reporting for snow and ice removal operations or a Water Department employee reporting in response to a water main break.

Exempt employees are not eligible for overtime, compensatory time or callback pay.

Travel Reimbursement

Mileage for work-related travel using private vehicles will be reimbursed at a rate to be determined by the Town Travel Reimbursement Policy . Receipts for parking, tolls and itemization travel must be submitted before reimbursement will be authorized.

Holidays

Benefit Eligible and Permanent Part Time Employees are granted paid time off on the following holidays:

Holiday	Observed
New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Patriots Day	3 rd Monday in April
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Indigenous People's Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

Holidays that fall on Saturday will be observed on the Friday before. Holidays that fall on Sunday will be observed on the following Monday.

Non-Union Public Safety employees called to work on a holiday are entitled to eight (8) regular hours of holiday pay plus time and a half (1.5x) for every hour worked.

Highway Department and Public Safety employees called to work on a holiday are entitled to eight (8) regular hours of holiday pay plus time and a half (1.5x) for every hour worked.

All Permanent Part-time employees are eligible for paid holidays based on the number of hours the employee is regularly scheduled to work on the day the holiday is observed. In the event a holiday is observed on a day the employee is not scheduled to work, the employee will receive a floating holiday, which must be used in the fiscal year in which it is given, or it will be forfeited.

Part-Time and Temporary employees are not eligible for paid holidays. Employees on unpaid leave are not entitled to paid holidays.

Time Off

Benefit Eligible and Permanent Part-time employees are eligible for time off with pay. Days as defined in the Time Off section shall be equivalent to the average number of hours worked over five days.

For example:

Hours worked per week	Hours per "Day"
40 hours	8 hours

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30 hours	6 hours
25 hours	5 hours
20 hours	4 hours
15 hours	3 hours

Time Off - Vacation Leave

Benefit Eligible and Permanent Part time employees are eligible for vacation leave with pay. All vacation time should be used in the Fiscal year it is accrued. Although the Town makes the full amount of employees' vacation leave accruals available on July 1st of each year to give employees the ability to take vacation over the summer months, vacation leave accrues on a bi-weekly basis with the payroll cycle throughout the fiscal year. As a result, if an employee leaves their employment having used more vacation leave than they have accrued, they will be required to repay the difference or authorize the Town to deduct the difference from their final paycheck(s).

Up to ten (10) days of unused vacation time can be carried over from year-to-year. Vacation entitlement for the first and last months of an individual's employment shall be pro-rated on a calendar basis to the date of hire or termination, as appropriate.

All requests for vacation must be approved by the employee's immediate supervisor. Employees are encouraged to take vacation on a regular basis to allow for proper rest from the rigors of work.

Supervisors may limit the number of employees who can take vacation at the same time. In some cases, supervisors may limit the amount of time taken by employees during certain times of the year. For example, snow removal season.

Vacation time may be used in hourly units. Employees may not use vacation leave until they have been employed for three (3) months, unless otherwise approved by the Appointing Authority.

Paid vacation shall be granted as follows:

Period of Service Completed	Vacation Time Earned
Less than 1 year	Up to 10 days (prorated)
1-5 years	15 days
5-10 years	20 days
10 years and more	25 days

Permanent Part-time employees are eligible to earn vacation on a pro-rated basis. Temporary employees are not eligible for paid vacation.

Time Off - Personal Leave

Each full-time and part-time employee with at least three (3) months of service is allowed, with prior approval of their supervisor, three (3) personal days per year. Permanent Part-Time employees are eligible for personal leave on a pro-rated basis. Temporary employees are not eligible for personal leave. Requests for personal leave must be given within a reasonable notice period to the supervisor subject to extenuating circumstances. Personal leave does not carry over to the next year and may not be accumulated. Personal leave is not paid upon separation from employment. Personal leave does not accrue during unpaid leave.

Time Off - Sick Leave

Sick leave is a time off benefit for Benefit Eligible and Permanent Part-time employees and is generally for protection of employees against loss of pay due to personal illness. Full-time employees shall accrue 1.25 days of sick leave per month up to fifteen (15) days of sick leave each year. Permanent Part-time employees are eligible to accrue sick leave on a pro-rated basis. Temporary employees are not eligible for sick leave. Sick time does not accrue during unpaid leave.

Full-time employees who do not use sick leave over a six (6) month calendar period will receive eight (8) hours of additional personal time off at the conclusion of each six (6) month period.

Sick leave may not accumulate from one year to the next in excess of 150 days. Sick leave may be used in hourly increments. Sick leave will not be advanced before accrual unless approved by the Select Board.

On the first day of absence from work due to illness, the employee shall report his or her illness to their supervisor no later than 30 minutes after the beginning of his or her scheduled work assignment, or as may otherwise be specified by the supervisor. After 3 consecutive days of missed work, or if the supervisor reasonably suspects the employee is abusing sick leave, medical provider's note may be required from the employee (including injuries or illnesses the employee believes are work-related).

Sick Leave Buyback

Fifty percent (50%) of an employee's accumulated sick time (not to exceed fifty percent of the maximum 150 days allowed) may be paid upon retirement. Sick leave will not be paid upon any other separation from employment other than retirement through the State retirement system. Employees hired after July 1, 2010, are not eligible for sick leave buyback.

Time Off - Bereavement Leave

Following the death of an immediate family member, full-time and part-time employees are entitled to be paid leave for up to ten consecutive calendar days or otherwise as approved by the appointing authority. An immediate family member is defined as follows: husband, wife, significant other, child.

Last Revised on October 16, 2024

Following the death of a family member, full and part time employees are entitled to be paid leave for up to five consecutive calendar days. A family member is defined as a parent (either spouse), grandparent (either spouse), sibling, Aunt or Uncle of an employee.

Court Service (Jury Duty)

The Town will pay the employee the difference between any compensation received from jury duty or witness stipend and the employee's current salary as provided by law.

Family and Medical Leave & Small Necessities Leave

In accordance with Federal law, the Town will grant up to twelve (12) weeks (or up to twenty-six (26) weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy regarding vacation time, sick time and personal time usage. The Town requires the use of accrued, available paid leave concurrently with FMLA leave. A "Year" for purposes of leave requests is the rolling period measured forward from the first FMLA usage. The Town provides leave in accordance with the Federal Family & Medical Leave Act (FMLA) and the Massachusetts Small Necessities Leave Act (SNLA).

The Small Necessities Leave Act allows each employee eligible under the Family and Medical Leave Act a total of 24 hours of unpaid leave during any twelve-month period, in addition to leave available under the FMLA, to (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school; (2) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and (3) accompany an elderly relative (an individual of at least 60 years of age who is related by blood or marriage to the employee) of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes. If the necessity for leave is foreseeable, an employee must provide the department head with not less than seven days' notice of the need for leave. If the necessity for leave is not foreseeable, an employee shall provide such notice as is practicable. An employee taking leave for any of the aforementioned circumstances may substitute any accrued paid vacation and/or personal leave for any leave provided. The Town requires that the leave be supported by a certification signed by the employee stating the reason for the leave.

Parental Leave

Parental leave shall be administered as required by M.G.L. Chapter 149, Section 105D. Requests for such leave shall be made at least two (2) weeks in advance. Employees must indicate whether they will be returning to their position after their leave.

The Town maintains a separate FMLA policy. Please consult that policy for more information.

Military Leave

The Town provides military leave pursuant to State and Federal Law. Accordingly, the Town will provide employees who serve in the military reserves with their full salary while on annual training to the extent required by law. Members who are called to active service will be granted leave. The rights of such employees vary depending upon the length of their service. Employees should direct any questions regarding military leave to their appointing authority.

V. Employee Benefits

The Town offers certain benefits to eligible employees including health and life insurance. Benefits currently provided by the Town are outlined in this section.

Group Health & Life Insurance

Benefit Eligible Employees are entitled to health and basic life insurance through a group policy provided by the Town. The Town contributes 75% of the premium. The employee contributes 25% through payments deducted directly from his/her paycheck.

The Town also contributes 100% of the cost of a \$2,000 life insurance policy for Benefit Eligible employees. Additional life insurance and dental insurance may be purchased at full cost by the employee. The Town does not make any contribution for such additional coverage.

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as amended (Public Law 99-272) Title X, Section 10002; 100 Stat 227; 29 U.S.C. 1161-1168, contains provisions giving eligible individuals, their spouses, and dependent children the right to temporary continuation of health coverage at group rates. This coverage is generally up to 18 months, but may extend, in some circumstances, to 29 or 36 months. COBRA coverage, which may include an administrative charge, is at the employee's expense. If payment for coverage becomes delinquent, coverage may end.

Employees will receive an Election Notice regarding their COBRA rights when the Town is advised of a qualifying event.

The Town reserves the right to alter, amend, modify, or discontinue benefits to the extent permitted by law, including the change in health, dental and life insurance plans and providers along with premium contribution rates and the plan design (e.g., co-payments and deductibles) in its sole discretion.

Employee Assistance Program

An employee, who is experiencing difficulties in his/her personal life, is encouraged to seek help through the Employee Assistance Program (EAP). The EAP is designed to help employees

and their family members by providing crisis intervention, assessment, referral, and short-term counseling services in order to help identify and resolve personal issues and stress, illness, alcohol or other drug abuse, legal issues, financial or marital difficulties, as well as other distresses. The EAP program is confidential, and information cannot be released without the employee's permission except as required by law.

Retirement Procedure

Subject to the rules and regulations promulgated by the Middlesex County Retirement System and the Massachusetts General Laws, all employees working at least 20 hours per week are required to participate in the Middlesex County Retirement System, in lieu of the Social Security System.

Employees hired on or after July 1, 1996, have 9% of their regular compensation deducted from retirement. In addition, employees hired after January 1, 1979, will have 2% withheld from regular compensation in excess of \$30,000 (as pro-rated for biweekly payroll).

Each employee must initiate the normal superannuation retirement procedure by making a written request to the Retirement Board. For additional information and procedures, contact the Middlesex County Retirement System directly or the Town Treasurer.

Deferred Compensation

As permitted by the Federal Revenue Act of 1978, a full-time or part-time employee may, as allowed by law, choose to have part of his/her pay withheld and invested in a savings plan, annuity, life insurance or any combination thereof. The entire amount invested is deducted prior to the withholding of both Federal and State income taxes.

Training, Education & Conferences (Professional Development)

The Town endeavors to promote both individual and institutional training programs. After 6 months of employment, full-time and part-time employees may request work related education/training. These requests must be approved by the immediate supervisor prior to attendance. The Town may reimburse reasonable costs of such training if fiscally feasible and prior written approval is received.

**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF DUNSTABLE
WARRANT
SPECIAL TOWN MEETING – November 18,
2024**



Middlesex, ss.

To either of the Constables of the Town of Dunstable in the County of Middlesex:

GREETINGS

IN THE NAME OF the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and town affairs to meet at Swallow Union Elementary School, 522 Main Street in said Dunstable on Monday, November 18, 2024, at 7:00 PM, and thereafter continuing from day to day until completed, with a back-up date of November 19, 2024, at 7:00 PM, in the event that inclement weather or other circumstances require a postponement, then and there to act on the following articles:

ARTICLE 1 - Unpaid Bills of FY24: To see if the Town will vote to appropriate from Free Cash (Surplus Revenue) a sum of money for the purpose of paying unpaid bills of FY2024, or take any action in relation thereto.

Sponsored by the Select Board

ARTICLE 2 – Cell Tower on Water Tank: To see if the Town will vote to authorize the Board of Water Commissioners to lease portions of Town-owned property located at 108 Pleasant Street, Assessors Parcel 17-53-2, and portions of the water tank located on the property, for cellular communications equipment, and grant any access and/or utility easements as may be necessary or convenient to serve the cellular communications equipment, on such terms, conditions, and minimum amounts as the Board of Water Commissioners determines to be in the best interests of the Town, or take any other action relative thereto.

Sponsored by the Select Board and Board of Water Commissioners

ARTICLE 3 – High Street Property Conservation Restriction: To see if the Town will vote to amend the vote under Article 15 at the 2024 Annual Town Meeting by adding the following authorization to the previous appropriation and authorization to purchase a conservation

restriction as follows: to authorize the Town Treasurer, with the approval of the Select Board, to borrow up to \$406,870 in anticipation of a reimbursement under a grant from the Massachusetts LAND grant program (Massachusetts General Laws Chapter 132A, Section 11) and under and pursuant to Massachusetts General Laws Chapter 44, Section 8C or pursuant to any other enabling authority, to purchase through the Conservation Commission on behalf of the Town, for the sum of \$700,000, a conservation restriction for open space and conservation purposes, as defined in Massachusetts General Laws Chapter 184, Section 31, as amended, by negotiated purchase or otherwise, a certain property believed to be owned by Robert E. Kennedy consisting of 29.8-acres, more or less, adjacent to 346 High Street identified on Assessors Map 15 as Parcels 2 and 3B, and shown as "Parcel B" and "Assessor Parcel ID: 15-2" on a plan recorded in the North Middlesex Registry of Deeds in Plan Book 251, Plan 34, which is on file with the Town Clerk; said Restriction be conveyed to the Town under the provisions of Massachusetts General Laws, Chapter 40, Section 8C, and as it may hereafter be amended and other Massachusetts statutes relating to Conservation, to be managed by the Conservation Commission, and the Town and Conservation Commission be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to effect said purchase, or take any action in relation thereto.

Sponsored by the Select Board

ARTICLE 4 – Acceptance of Donation of Land – 19 Lowell Street: To see if the Town will vote to authorize the Select Board to acquire by gift, purchase, eminent domain, or otherwise, a parcel of land consisting of approximately 2.2 +/-acres, and representing a portion of the property located at 19 Lowell Street, identified on Assessor's Map 17 as Parcel 4, more or less, or take any other action in relation thereto.

Sponsored by the Select Board

ARTICLE 5 – Creation of Capital Improvement Program Stabilization Fund: To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 40, Section 5B, and authorize the establishment of a Capital Improvement Program Stabilization Fund, for the purpose of funding capital improvement projects for the Town, or take any other action in relation thereto.

Sponsored by the Select Board

ARTICLE 6 – Update to Town Open Space and Recreation Plan: To see if the Town will vote to transfer from available funds, including CPA funds, a sum of money for the update of the Town's Open Space and Recreation Plan, including all incidental and related costs, based upon the recommendation of the Community Preservation Committee, or take any action in relation thereto.

Sponsored by the Community Preservation Committee

ARTICLE 7 – Construction of Tennis Courts at Larter Field: To see if the Town will vote to

transfer from available funds, including CPA funds, a sum of money for the construction of the tennis courts at Larter Field, including all incidental and related costs, based upon the recommendation of the Community Preservation Committee, or take any action in relation thereto.

Sponsored by the Community Preservation Committee

GENERAL BYLAW AMENDMENT

ARTICLE 8 – Amend Departmental Revolving Fund Bylaw: To see if the town will vote to amend the Departmental Revolving Funds Section of the General Bylaws as follows (amendments are underlined) or take any other action in relation thereto:

Recreation Revolving Fund, Section D. Program or Activity Expenses Payable From Fund:

Expended for the repairs, maintenance and/or improvement to Town recreational sites (including Town Field, Larter Field, tennis courts, and any other facility under Recreation purview), and/or staffing, materials, equipment, etc. to support recreational programming.

Sponsored by the Recreation Commission

CITIZEN PETITIONS

ARTICLE 9 – Proposition 2 ½ Override Requests: To enact a bylaw that mandates any Select Board Proposition 2 ½ override request be done in a matter that requires 2 separate questions be placed in front of voters – one for municipal related costs and one for the GDRSD costs (referred to as a “menu” override).

Sponsored by Erica Flynn and others

Article 10 – Electronic Voting at Town Meetings: For the town of Dunstable, MA to adopt the utilization of electronic vote tabulators (“clicker’s”) for all votes required at the annual town meeting or any special town meeting(s).

Sponsored by Erica Flynn and others

And you are hereby directed to serve this warrant, by posting attested copies thereof, one at

the Post Office and one at the Town Hall in said Dunstable fourteen days at least before the time of holding such Town Meeting.

Hereof fail not, and make due return of this warrant, with your doings thereon, to the Town Clerk, at the time and place of the meeting as aforesaid.

Given under our hands this _____ day of _____, two thousand and twenty-four.

DUNSTABLE BOARD OF SELECTMEN

Ron Mikol

Leah D. Basbanes

Kieran Meehan

A true copy.

Attest:

Brynn Durno, Town Clerk

DATE: _____, 2024

I have served this warrant by posting attested copies thereof, one at the Post Office and one at the Town Hall fourteen (14) days before said meeting.

Date

Constable

**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES**

Local Acquisitions for Natural Diversity (LAND) PROGRAM

PROJECT AGREEMENT

Made this _____ day of _____, 20____, between the **Town of Dunstable** with an address of 511 Main Street, Dunstable, Dunstable, MA 01827, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge St., Suite 900, Boston, MA, 02114.

Premises: Approximately 29.8+/- acres of land located on High Street (Assessor's Map Map 15, Lots 2 & 3B), in the Town of Dunstable, Middlesex County, Massachusetts. For Participant's Title, see;

Book /Page _____ or

Land Court Certificate _____.

In the Middlesex County Registry of Deeds / Land Court Registry District

WHEREAS, the PARTICIPANT has established a Conservation Commission under Massachusetts General Laws Chapter 40, § 8C and has made application to the COMMONWEALTH for assistance under the Massachusetts Local Acquisitions for Natural Diversity Program (LAND) pursuant to Massachusetts General Laws Chapter 132A, § 11, as amended, for a project briefly described as follows: **Dunstable LAND Grant #13: This project shall consist of the acquisition of a CR on 29.8± acres known as the Kennedy Conservation Restriction, for permanent conservation and public passive recreation purposes, by the Town of Dunstable, hereinafter referred to as the PROJECT.**

WHEREAS, the COMMONWEALTH has reviewed said application and found the PROJECT to be in conformance with the purposes of Massachusetts General Laws Chapter 132A, § 11, as amended, and the LAND Program policies and regulation, 301 CMR 5.00.

WHEREAS, the COMMONWEALTH has approved said application and has obligated certain funds in the amount of **four-hundred six thousand and eight hundred seventy dollars (\$406,870)**, which funds are authorized and subject to 2008 Massachusetts Acts and Resolves, Chapter 312 and 2014 Massachusetts Acts and Resolves, Chapter 286.

WITNESSETH:

1. The COMMONWEALTH and the PARTICIPANT mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts LAND Program, its policies and applicable statutes and regulations, including 301 CMR 5.00, Massachusetts General Laws Chapter 132A, § 11, as amended, Massachusetts General Laws Chapter 40, Section 8C, the 2008 Massachusetts Acts and Resolves, Chapter 312, §2A Account 2000-7013 and 201 Massachusetts Acts and Resolves, Chapter 286, §2, 2000-7066: local acquisitions for natural diversity (LAND) grant program.
2. The PARTICIPANT agrees to perform the PROJECT described above by authorizing its CONSERVATION COMMISSION to manage, maintain, and operate the PROJECT in accordance with the terms, conditions and obligations contained in the PARTICIPANT'S application(s), as approved, including any conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances made a part thereof, and the PARTICIPANT'S award letter, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the PROJECT shall be undertaken without advance approval by the COMMONWEALTH.
3. The PARTICIPANT agrees that the PROJECT shall be open to the general public and shall not be limited to residents of the PARTICIPANT. The PARTICIPANT shall prominently display on the PROJECT a sign which sets forth the terms of public access and indicates that the PROJECT received LAND grant program funds.
4. The PARTICIPANT hereby covenants and agrees that the PROJECT, including the property and any and all associated facilities and improvements, shall be devoted to conservation and passive recreation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes or otherwise disposed of except in accordance with the provisions of said Article 97. The PARTICIPANT hereby agrees that any property or facilities comprising the PROJECT will not be used for purposes other than those stipulated herein or otherwise disposed of unless the PARTICIPANT receives the appropriate authorization from the General Court, and the approval of the Secretary of Energy & Environmental Affairs.

5. The PARTICIPANT acknowledges that in the event that the PROJECT ceases to be used, either in whole or in part, for the purposes stated herein, all interest in the property shall revert to the Commonwealth, unless the Secretary demands specific performance of the grant contract, or determines, according to the process described in CMR 301 5.09, that replacement of the PROJECT as described in section 6 below is more appropriate.
6. The PARTICIPANT further agrees that, in the event the property or facilities comprised by the PROJECT are used for purposes other than those described herein, the PARTICIPANT shall provide other property and facilities of at least equal value and utility to be available to the general public for conservation and passive recreational purposes, under the care and control of its Conservation Commission, provided that the equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy & Environmental Affairs.
7. Failure by the PARTICIPANT to comply with the terms and conditions of this Agreement or the policies or regulation of the LAND Program may, at the sole option of the COMMONWEALTH, suspend or terminate all obligations of the COMMONWEALTH hereunder.
8. PARTICIPANT and COMMONWEALTH acknowledge that the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the existence, protection, and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. The PARTICIPANT agrees that payment of money damages by the PARTICIPANT to the COMMONWEALTH would be an inadequate remedy for a breach of this Agreement by the PARTICIPANT, and, therefore, the COMMONWEALTH may enforce the terms and conditions of this Agreement by requiring specific performance of the PARTICIPANT'S obligations.
9. The PARTICIPANT agrees to record a copy of this agreement at the appropriate Registry of Deeds or Land Court Registry District and to provide proof of such recording to the COMMONWEALTH. Said proof of recording of this Project Agreement shall include evidence that the Project Agreement has been marginally noted on or permanently referenced to any prior deed, restriction, conveyance or other instrument affecting the Project area. Failure to do so shall not impair the validity or enforcement of this agreement.

COMMONWEALTH OF MASSACHUSETTS

PARTICIPANT

BY _____

**Rebecca Tepper, Secretary
Or Designee
Executive Office of Energy and
Environmental Affairs**

BY _____

**Chief Executive Officer
Town of Dunstable**

DATE: _____

DATE: _____

BY

**Conservation Commission
Town of Dunstable**

DATE:

Attach hereto evidence of authority to execute this contract on behalf of the **Town of Dunstable**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **Kennedy Conservation Restriction**, appropriating municipal funds therefor, and authorizing execution of this Project Agreement by the Officer, Board, or Commission whose signature(s) appears above.

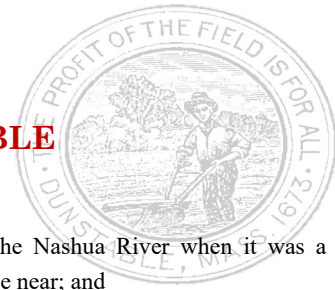
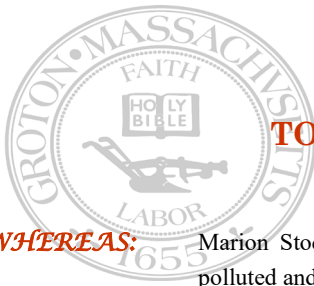
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this _____ day of _____, 20__ before me, the undersigned
notary public, personally appeared _____
proved to me through satisfactory evidence of identification which was personal
knowledge to be the person whose name is signed on the processing or attached
document, and acknowledged to me that he signed it voluntarily for its stated
purpose

Notary Public

My Commission Expires:



TOWNS OF GROTON AND DUNSTABLE PROCLAMATION

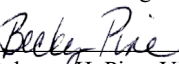
- WHEREAS:** Marion Stoddart wanted a challenge, so she committed to restore the Nashua River when it was a polluted and foul smelling mass of toxic sludge that no one wanted to be near; and
- WHEREAS:** Marion Stoddart recruited and inspired other people to work with her on gathering more than 6000 signatures, meeting with politicians and factory owners, and delivering bottles of dirty Nashua River water to then Massachusetts Governor John Volpe and US Senator Ted Kennedy, to remind them of the need to pass legislation to protect clean water; and
- WHEREAS:** Marion Stoddart and the other women who worked with her were initially dismissed as ‘just housewives’ but their extraordinary success showed that ordinary women could accomplish great things when they worked together; and
- WHEREAS:** Marion Stoddart formed the Nashua River Cleanup Committee, which eventually became the Nashua River Watershed Association, which continues to work on keeping our rivers clean and our environment healthy; and
- WHEREAS:** Marion Stoddart recognized the importance of protecting the land along the riverbanks in order to keep the river clean, so she created Nashua River Greenway Committees in the towns along the river, to work on acquiring and protecting the land bordering the river. The Nashua River Greenway now includes 174 miles of protected shoreline in Massachusetts and New Hampshire; and
- WHEREAS:** Because of Marion Stoddart’s leadership, the Nashua River was declared a Wild and Scenic River by the US National Park Service, approximately 50 years after she began her work. Now Groton and Dunstable residents can enjoy swimming, fishing, and paddling on the beautiful, clean Nashua River; and
- WHEREAS:** At the age of 96, Marion Stoddart continues to work on preserving and protecting a healthy environment and advocating for sustainable solutions to address climate change; and
- WHEREAS:** A childrens book, A River Ran Wild and a documentary film, The Work of a Thousand, showcase Marion Stoddart’s work. Her work has been included in the textbook, Living in the Environment, and she has been honored by the United Nations and by the National Geographic Society; and
- WHEREAS:** Marion Stoddart reminds us that the work of preserving a healthy environment is never done, and she inspires us with her confidence that every individual has the power to make a difference in the world – that all we need to do is commit to do the work, and we will find solutions.

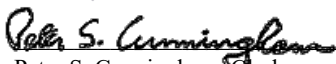
THEREFORE: the Select Boards of the Town of Groton and Town of Dunstable wish to express our deep appreciation to Marion Stoddart and declare

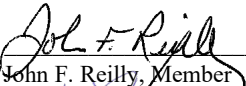
October 25, 2024
“Marion Stoddart Day”

And urge all residents of Dunstable and Groton, together with their family and friends, to join us in thanking and saluting Marion Stoddart for all that she has done for our community and our environment. Established this 25th day of October in the year of Our Lord, Two Thousand and Twenty-Four.


Alison S. Manugian, Chairman


Rebecca H. Pine, Vice Chairman


Peter S. Cunningham, Clerk


John F. Reilly, Member


Matthew F. Pisani, Member

Mark W. Haddad, Town Manager

Jason Silva, Town Administrator

Leah D. Basbanes, Chair

Kieran Meehan, Vice Chair

Ronald Mikol, Member