

**FINANCE COMMITTEE / SELECT BOARD MEETING MINUTES  
VIRTUAL MEETING  
MONDAY, APRIL 12, 2021**

*Approved 05/01/21*

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

**FinCom Members Virtually Present:** B. Robertson, Chair; C. Doody; D. Manugian; A. Prest; M. Linskey; S. Whitefield; G. Green, Vice Chair

**Also Virtually Present:** Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant; Melisa Doig, HR Director; Michael Hartnett, Tax Collector/Treasurer; Hannah Moller, Assistant Tax Collector/Treasurer; Megan Foster, Principal Assistant Assessor; Patricia Dufresne, Town Accountant; Shawn Campbell, Country Club General Manager; Michael Bouchard, Town Clerk; CPC Members: Easom, Perkins, Eliot, DeGroot, Emerson, Hewitt; Eileena Long and David Saindon, Left Field; Fay Raynor, GDRSD; Kevin Lindemer; Affordable Housing Trust Members: Lane-Hand; Perkins, Perini; Fran Stanley, Housing Coordinator

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

Mr. Robertson called the Finance Committee meeting to order at 7:01pm.

**TOWN MANAGER'S REPORT**

1. Mr. Haddad said that as part of the Florence Roche School Construction Project, the MSBA required the Town and District to enter into a Project Scope and Budget Agreement. Mr. Haddad said that Town Counsel had reviewed and approved the Agreement as to form. He said that since the Town would be borrowing the funds on behalf of the District, both the Select Board and Regional School Committee would have to approve the Agreement. Mr. Haddad said that in order to approve the Agreement, the Select Board needed to take the following two votes:

*Motion #1: "The Select Board acknowledges and approves the following statement. The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances, by-laws, and policies to execute and deliver the Project Scope and Budget Agreement, and any amendments thereto, on behalf of the District and to bind the District to its terms and conditions: Superintendent and Town Manager."*

*Motion #2: "The Select Board acknowledges and approves the following statement. The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions on behalf of the District with respect to the Proposed Project described in the Project Scope and Budget Agreement and any amendments thereto: Superintendent and Town Manager."*

David Saindon and Eileena Long from Leftfield, the Project OPM, were in attendance. Mr. Haddad asked the Board to consider taking a vote on the above two motions. Ms. Raynor said that it would be approved by the School Committee tomorrow night and saw no issue with the School Committee approving these. Mr. Haddad said that these allowed them to approve the budget but did not trump the town meeting vote or ballot vote. He said it allowed the Superintendent and Town Manager to approve the budgets. Ms. Pine asked if both the Superintendent and Town Manager both had to agree on a budget decision. Mr. Haddad said that they did but couldn't do so without the School Committee and Building Committee approval also.

*Ms. Pine moved that the Select Board acknowledge and approve the following statement: "The Select Board acknowledges and approves the following statement. The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances, by-laws, and policies to execute and deliver the Project Scope and Budget Agreement, and any amendments thereto, on behalf of the District and to bind the District to its terms and*

*conditions: Superintendent and Town Manager.” Mr. Reilly seconded the motion. Roll Call: Pine-aye; Manugian-aye; Degen-aye; Reilly-aye; Giger-aye*

*Ms. Pine moved that the Select Board acknowledge and approve the following statement: “The Select Board acknowledges and approves the following statement. The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions on behalf of the District with respect to the Proposed Project described in the Project Scope and Budget Agreement and any amendments thereto: Superintendent and Town Manager.” Mr. Reilly seconded the motion. Roll Call: Pine-aye; Manugian-aye; Degen-aye; Reilly-aye; Giger-aye*

2. Mr. Haddad said that Chapter 5 of the Acts of 2021 authorized temporary changes to local elections held before June 30, 2021. He said that there were two changes that impacted this year’s Annual Election scheduled to be held on May 25, 2021. First, individuals taking COVID-19 precautions can vote absentee and, second, early voting had been authorized. Mr. Haddad said that he had provided the Board with a memo from the Town Clerk Michael Bouchard outlining how he would like to implement these changes for the Annual Election.

Mr. Bouchard said that absentee balloting was available for the local election this year due to COVID-19. He said that that would not be sending out applications proactively. He said they could be downloaded from their website and submitted. Mr. Bouchard said he didn’t see a reason to extend the election at this time and would be held from 7am-8pm on May 25<sup>th</sup>. Mr. Bouchard said that he would like to implement in-person early voting which he was recommending be held on Monday, May 17<sup>th</sup>-Thursday, May 20<sup>th</sup> at the Town Hall during normal business hours. Mr. Bouchard said that a vote would be needed by the Select Board citing the days and hours of early voting.

*Mr. Degen made a motion that they accept the Town Clerk’s recommendation that early voting, in person, take place on Monday, May 17<sup>th</sup> 8-7, Tuesday May 18<sup>th</sup> 8-4, Wed, May 19<sup>th</sup> 8-4, Thurs, May 20<sup>th</sup> 8-4pm, that absentee ballots can be requested by telephone at 978-448-1111 and that early voting applications would be accepted effective immediately. Ms. Pine seconded the motion. Roll Call: Pine-aye; Manugian-aye; Degen-aye; Reilly-aye; Giger-aye*

#### **AFFORDABLE HOUSING TRUST – CPA APPLICATION REQUEST**

The Community Preservation Committee and Affordable Housing Trust called their meetings to order at 7:19pm.

Ms. Pine said that the money they were requesting from the CPA would be used to perform engineering work, site tests, perc tests, etc. so that they could see if sites were viable options in order to see what state funds were available in an effort to provide affordable housing in Groton. Ms. Manugian said her concern with this application and request was process related adding she wanted to make sure everyone was at the table and that this was a coordinated effort. She said that they had 3 housing committees in town as an example and thought that they needed to have a housing forum first to discuss priorities, what they wanted to invest, median criteria, timeframes, etc. Mr. Giger said that he had a lengthy conversation with Trust Member Ms. Perkins last week, whom he respected greatly. He said that he was concerned about the amount of money being asked for in the first year of this initiative. He said he could support this if the funding request was cut in half to \$75K. Ms. Lane-Hand of the Trust said they had families that needed housing and wanted to be able to move quickly. She thought they could address a lot of what Ms. Manugian asked for at the community forum that was coming up. She thought this was too important to have it held up at this time. Mr. Degen said that the work the Trust was striving to do was important but hadn’t seen a cohesive effort on housing adding Ms. Manugian’s comments summed up his concerns also. Mr. Degen said that when the Trust first came forward with an application, they were looking at the reserve parcel at Surrenden Farm, which was off the table now. He said he would be more comfortable with a reduction in their request to \$30-40K but would rather not see them allocate any money at this time and wait until after the housing summit was done. Ms. Eliot said she would like to see a strategic plan submitted and thought the Trust, Partnership and Authority should work together on this. Ms. Eliot said she thought they should withdraw this article. Ms. Perkins said she wanted to remind people that the next opportunity to apply for money was next July. She said she was not opposed to reducing this but thought obtaining money now and applying in a future year was something she could support. She said that just because this money was being requested by the Trust, it didn’t mean that the groups couldn’t work together for a common goal. She said that the application change (removing Surrenden



Farm reserve parcel) wasn't a drastic change adding that many CPA applications change over the course of the application cycle.

Ms. Pine said that the money could be spent on anything legal within the law and CPC constraints. She said that there was no competition here. Ms. Pine said it was true, they didn't know what a project might look like adding that 50 units would be of interest for tax credits, grants, etc. and that they would be looking at rental units and not homeownership units. Ms. Stanley said that the low-income tax credit program was only for rental units and the most affordable for low-income housing units. Ms. Pine said that units were being created through a variety of methods and were almost always homeownership units. She said that developers didn't want to be in the business of managing and upkeeping rental units. Mr. Degen said that all these points coming up now showed there was a lack of a cohesive plan. Mr. Green said that this was going to take a while adding partnerships were going to need to be formed, location(s) would need to be found, details finalized, etc. Ms. Pine said that the whole purpose of going this route would be to hand this over to people to finalize these details. She said that this was a state and federal program they wanted to be able to utilize.

Ms. Manugian reviewed what they were being asked to support in the Trust's CPA application. Ms. Pine said that they could compromise and reduce their request to \$100k if they thought they were asking for too much money. Mr. Degen said if they found a parcel that was privately owned and performed site analysis, the price of the land would go up should it show favorable testing. He said that based on this he could not support this application. Ms. Stanley said that the Trust would be very careful in investigating private land. Ms. Perkins said that they would not go in and perc someone's private property. She said that they would work with a private owner to support a project he/she might be interested in. Mr. Robertson asked what would be in place next year if this didn't pass this year. Ms. Pine said that they had a housing production plan, and had coordinated with the other 2 housing groups. Ms. Manugian said she would like to see what the options and criteria were, etc. She said there needed to be more conversation and clarity on what the best long-term answer was for their community. Mr. Degen said that there needed to be synergy, something that didn't exist until now and thought this was their chance to do it right. Mr. Giger said that it had always puzzled him why they hadn't done much with affordable housing. He said that he was thrilled to see people working on this. He said that the Trust understood that if they didn't use this money right, they wouldn't get more. He said that he thought they should reduce the money being requested, develop a plan and see this move forward. He said that they needed to trust the people working on this.

Ms. Manugian asked the Trust if they wanted to change their requested amount in hopes of garnering more support. Mr. Haddad read a comment from Deb Busser into the record: *I don't understand the issue here. It sounds like everyone is in favor of affordable housing. Wouldn't we just be transferring money that is already sitting in CPC funds for this express purpose to essentially another account also for this express purpose? I believe we need to trust the people that are closest to this and working on it on a daily basis.*

Ms. Lane-Hand left the meeting at 8:00pm.

Ms. Pine said that the Trust was meeting later this week and could discuss reducing their request. She said she didn't think they should attempt to agree to a reduction without one member present. Ms. Eliot asked if the CPC could vote to ask the Trust to reduce their requested amount. Mr. Easom said that they could discuss that when they returned to their CPC meeting. Mr. Reilly said he thought projects would happen by private developers despite their efforts here. Mr. Reilly said he didn't want to kick the can but thought good points had been raised. He said that his only problem with this was a lack of plan and a lot of might's and maybe's. Ms. Manugian said that spending money furthered them along a pathway when a path hadn't been determined. She said there was not an amount she would support at this time. Mr. Degen said that if this was going to be brought to Town Meeting, this same discussion was going to be had which would take away from the synergy that had been achieved thus far. Ms. Perkins said that they met with the Select Board a year ago. She said that they took that discussion and followed up on the points made. She said that now they were here and asked where the Board's leadership was. She asked what they intended to do to better organize this adding they couldn't keep doing this. She said it was very frustrating to assist with housing goals and receive no leadership. Ms. Manugian said that this discussion was the leadership. Mr. Degen said that the lack of cohesiveness was why he brought this forward to the Diversity Task Force for more discussion and support. Mr. Perini said that he didn't understand what would happen once a plan was determined based on this discussion. He said that everyone would always have a different view or opinion. He said that all this was showing the voters was that they didn't have support for funding and wouldn't be moving forward with affordable housing.



Mr. Giger said he could not support the \$150K but could support a lesser amount. Mr. Reilly said he could not support \$150K. Ms. Manugian said it sounded as though there were 4 who did not support this article. Ms. Pine said she would be willing to reduce the amount to \$75k. Ms. Perkins and Mr. Perini said that they would also agree to support a reduction to \$75K.

*Ms. Pine moved that the Affordable Housing Trust reduce their CPA application request to \$75K. Ms. Perkins seconded the motion. Roll Call: Perkins-aye; Pine-aye; Perini-aye*

*Mr. Haddad asked the CPC to take a position on the \$75k. Mr. Easom said he would entertain a motion to bring to Town Meeting an application for \$75K. Ms. Eliot made the motion. Mr. Hewitt seconded. Roll Call: DeGroot-aye; Eliot-aye; Hewitt-aye; Perkins-aye; Easom-abstain. Mr. Emerson was not available to respond and was left to decide at Town Meeting.*

Mr. Robertson asked the Finance Committee for a motion to agree to support CPC application for site assessment of \$75K. Mr. Manugian made the motion. Mr. Prest seconded the motion. Mr. Manugian said that this study addressed numbers 2 and 3 in the Housing Production Plan but wasn't able to address regulatory and zoning constraints. He said that their zoning wasn't there adding they needed to look at density first. Manugian-no; Green-no; Prest-defer to Town Meeting; Colby-Support; Whitefield-Defer to Town Meeting; Linskey-Defer to Town Meeting; Robertson-support

The Select Board took the following position on this change: Pine-support; Reilly-Defer to Town Meeting; Manugian-no; Degen-no; Giger-support

The CPC left the meeting to reconvene at their separately posted meeting.

#### **TOWN MANAGER REPORT CONT.**

3. Mr. Haddad reviewed Article 6 – Capital Budget – Item #8 – Golf Carts – He said that after investigating the potential for moving to electric golf carts this summer at the Country Club, he was recommending a hybrid approach in which they purchase 21 gas powered carts and 4 electric carts. He said that this would allow them to determine the long-term viability and cost of moving to a total electric fleet and not require any additional capital expenses in FY 2022. He respectfully requested that the Board vote to approve this approach. The Capital Request of \$25,000 would not change.

Mr. Campbell said that an estimate received earlier that day showed a good trade-in value with the current fleet adding the estimate came in just below \$25,000. Ms. Manugian said that they were at the same request but a different approach. Mr. Haddad said that they would not need to spend any additional money on infrastructure adding they had room in one of the garage bays to house the four electric carts. Ms. Pine asked if they would be locked into using the same supplier after 2 years. Mr. Campbell said that they could use another vendor after 2 years if they choose. Ms. Pine said that this approach was a good one. Ms. Manugian said she also would support this. Mr. Degen said that after 2 years, they could trade in the gas carts but wanted to know what the trade-in value would be at that time. Mr. Campbell said he did not know what the trade in value would be after 2 years. Mr. Degen said he would defer taking a position until Town Meeting without that number. Mr. Haddad said that they would not know what the condition of the carts would be, what the usage was, etc. and could not know what that value was. Mr. Degen said he would not support this proposal. Mr. Giger said he felt much better about this hybrid approach after the information was provided by Mr. Campbell. He said that this was the best way to move forward as they moved toward the next round of cart replacement adding he would support this. Mr. Prest supported the plan but needed to understand the long-term capital costs. Mr. Robertson asked if there was Green Communities money or CPA funds available. Mr. Haddad said that Green Communities could not pay for carts and that the infrastructure being covered was unlikely. Mr. Robertson said that the Capital Planning Advisory Committee voted for this plan and therefore he would support this plan. Ms. Linskey said that this plan was what they asked for. Mr. Reilly said he liked where they were at with this compromise and supported this proposal.

Mr. Green moved that the Finance Committee recommend this to Town Meeting. Mr. Manugian seconded the motion. Roll Call: Whitefield-aye; Doody-aye; Linskey-aye; Prest-aye; Green-aye; Robertson-aye; Manugian-aye



The Select Board recommended to support this –with Pine, Manugian, Reilly and Giger in support and Degen not in support.

4. Mr. Haddad presented Article 11 – Extend Groton Center Sewer District – The Sewer Commission conducted a public hearing on this request and voted to recommend this Article to Town Meeting. The Select Board had originally deferred their position until such time as the Sewer Commission took a position. Degen-support; Pine-support; Manugian-at Town Meeting; Giger-support; Reilly-support
5. Mr. Haddad presented Article 12 – Grant Easement for Sewer Connection – 227 Boston Road – The Select Board had made no recommendation on this Article. He said he was still waiting for an appraisal from the proponent of the Article.

Mr. Lindemer said he spoke to the appraiser that afternoon and the appraisal should be completed by this weekend. The Board and Finance Committee remained where they were. Mr. Giger said he supported the easement.

6. Mr. Haddad presented Article 15 – Amend Zoning Bylaw – Clarifications – The Planning Board held the public hearing on this Article last Thursday. They had voted unanimously to recommend the Article. The Board unanimously supported this article.

Mr. Degen said he was in favor of the CPA application for pickleball courts. Mr. Giger also supported this article.

Mr. Degen said he would defer to Town Meeting on the golf carts.

Mr. Haddad asked the Board to vote to issue the warrant for Town Meeting.

*Mr. Degen moved to authorize the Town Manager and his Assistant to issue the warrant for Town Meeting. Ms. Pine seconded the motion. Roll Call: Pine-aye; Degen-aye; Manugian-aye; Reilly-aye; Giger-aye*

7. Mr. Haddad said that it was still unknown how much money was coming to Groton from the federal government as part of the latest stimulus package. He said that because there was no county government, more money was being dispersed to local towns and cities. He said that the estimates at this time were \$3.3M. He said that there were no criteria provided for use of this potential money. He said that the Schools would be looking for about \$700k from the Town again this time.
8. Mr. Haddad said they received the preliminary study on the sportsman club adding the contamination was substantial. He said that they were exploring their options and more information. He said he would provide the Board with an update as soon as he had one.

Mr. Robertson adjourned the Finance Committee meeting at 8:52pm.

9. Mr. Haddad said that The Centers for Disease Control and the Commonwealth of Massachusetts had revised their COVID-19 protocols with regard to travel. He said that based on this, he and the Fire Chief had revised their Infectious Disease Policy by amending the vaccination section to read as follows:

*Employees that have received their full dosing of a COVID-19 vaccine shall be able to return to work immediately upon return from any travel. They will be required to self-monitor for a period of ten (10) days.*

*If you travel to any foreign country or restricted state and you are not fully vaccinated...*

Mr. Haddad respectfully request that the Board vote to adopt the amended policy.

*Mr. Degen moved that they adopt the policy as amended. Ms. Pine seconded the motion. Roll Call: Pine-aye; Degen-aye; Manugian-aye; Reilly-aye; Giger-aye*

10. Mr. Haddad said that Groton remained a yellow community and were trending higher for the 4<sup>th</sup> week. He said that they would still keep the Town Hall closed.

11. *Ms. Pine moved to issue the proposed RFP for Town Counsel services. Mr. Degen seconded the motion.*

Mr. Degen suggested the term be a one-year term for up to 2 one-year renewals. Mr. Haddad said that this was the way in which they handled switching to Brooks and DeRensis a few years ago. He said his only concern was bidders may not come forward if it was a year-to-year contract. Ms. Manugian said that they had the right to separate. She said that a longer time period in play, everyone had to put more effort forward and more consistency. Ms. Pine said that if they could opt out, she was okay with a three year.

*Roll Call: Pine-aye; Degen-aye; Manugian-aye; Reilly-aye; Giger-aye*

12. Mr. Haddad said that the Board at their March 29th Meeting, Treasurer-in-Training Hannah Moller requested that the Board consider adopting M.G.L., c.59, §5N, which provided for a reduction of property tax obligation of Veterans in exchange for volunteer service. He said that this program is similar to the Senior Work-off Program that they currently offered. He respectfully requested that the Board vote to adopt this law and set the maximum property tax reduction at \$1,500 based on minimum wage.

*Mr. Reilly moved to adopt MGL c.59 section 5N as described. Ms. Pine seconded the motion. Roll Call: Pine-aye; Degen-aye; Manugian-aye; Reilly-aye; Giger-aye*

13. Mr. Haddad said that at their meeting on March 29th, the Select Board rightly questioned how the recent “Opt-Out” of the State Reclamation and Mosquito Control Board would impact the Town. He said he mistakenly believed that this did not impact Groton, as they were not part of any mosquito control project. Mr. Haddad said that at the request of the Select Board, he reached out to Town Counsel and asked for his opinion on how this would impact Groton. The “Opt-Out” was from the State spraying the Town of Groton should the State Department of Public Health determine there is an elevated risk of arbovirus such as Eastern Equine Encephalitis (EEE) for that year.

Mr. Haddad said that the Select Board would have to vote, after receiving input from the Board of Health, on whether or not they wish to “Opt-Out”. Should the Board vote to “Opt-Out”, they would have to supply the State with an alternative plan to deal with mosquitos that would have to be approved by the State. Mr. Haddad said he had reached out to the Board of Health and they provided the following recommendation to the Board:

*“The Board of Health voted unanimously to advise the Select Board that the Board of Health would strongly recommend opting out of the State Reclamation and Mosquito Control Board. At the same time the Board of Health also recognizes that the level of effort in choosing to opt out is uncertain and would ask that if determined impractical for this current period then the Board of Health would strongly recommend applying ourselves towards this same goal for next year. The Board of Health fully appreciates that the MA Department of Public Health would recommend spraying in the event of an emergency. Ira Grossman will work with other departments to complete next steps required should the Select Board vote to opt out. The Board of Health understands that the Select Board makes the final decision with regard to whether or not to opt out.”*

Mr. Haddad said that while he appreciated the Board of Health’s position, they did not have the manpower, equipment or budget to implement an alternative plan. He said that the only way to do this would be to join the Central Mass Mosquito Control Project, which would cost them over \$78,000 a year and they would spray for mosquitos annually. Mr. Haddad said that given their budget situation, he could not recommend taking this on when the state would spray only if there was an elevated risk of EEE or West Nile Virus and recommend that the Town not opt out of the State Reclamation and Mosquito Control Board.



Ms. Pine said there were concerned people out there about having their properties sprayed. She said that people could fill out a form with the State to not have their property sprayed. Ms. Pine suggested asking the Board of Health to take a lead on developing a plan that would be cost effective over the next year. Mr. Degen said he agreed with this decision after hearing the explanation. The Board agreed to not opt out.

14. Mr. Haddad said he needed the Select Board to meet next Tuesday at 10am with the Planning Board to fill a vacancy. Mr. Haddad said that they wanted to have a full Board as they began the Hayes Wood subdivision. Ms. Pine said she was available. Mr. Giger was available. Mr. Degen was available. Mr. Reilly and Ms. Manugian were available also.

#### **OTHER BUSINESS**

Mr. Degen said it was his understanding that the forum with Representative Harrington had not been able to be coordinated at this time. He said that they needed to understand what was going on at the State level and have their questions and concerns answered. Ms. Manugian said that Senator Kennedy was eager to set this date and that she had not heard back from Representative Harrington after numerous attempts.

#### **MINUTES**

*Mr. Degen moved to approve the meeting minutes of March 29, 2021 as presented. Ms. Pine seconded the motion. Roll Call: Degen-aye; Pine-aye; Giger-aye; Reilly-aye; Manugian-aye*

*Ms. Manugian adjourned the meeting at 9:16pm and asked for a motion to enter Executive Session Pursuant to M.G.L., c. 30A, §21(a), Clause 3 – “To Discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and chair so declares.” – PURPOSE – ABCC Appeal by Kent Ventures and with no intent to return to Open Session. Ms. Pine made the motion. Ms. Manugian seconded the motion. Roll Call: Pine-aye; Degen-aye; Manugian-aye; Reilly-aye; Giger-aye*

Respectfully submitted,  
Dawn Dunbar  
Executive Assistant

Select Board Approved: 4/26/2021  
Finance Committee approved 05/01/21

# Spr. Town Meeting (05/01/2021)

Finance Committee Positions on Articles votes taken : 3/29/2021 4/12/2021

Y-N-Def

Article #	Description	Dollar Amount	Moved	Seconded	Gary G	Scott W	Dave M	Bud R	Colby D	Art P	Mary L	Total Vote
1	Hear Reports	N/A										N/A
2	Elected Officials Compensation	90,918										7-0-0
3	Wage & Classification Schedule											7-0-0
4	FY22 OPEB Trust Contribution F.C.	177,094										7-0-0
5	FY22 Operating Budget	42,276,839										7-0-0
6	FY22 Capital Budget	625,000										
A	Eng #1 Refurbishment	225,000										7-0-0
B	FY19 Dump Truck 4th Debt Payment	60,000										7-0-0
C	IT Infrastructure	40,000										7-0-0
D	Municipal Building Repairs	25,000										7-0-0
E	FY19 Tractor Trailer Final Debt Pay	20,000										7-0-0
F	Library Parking Lot	45,000										7-0-0
G	Parks Property Improvements	25,000										7-0-0
H	Country Club Golf Carts Lease	25,000										7-0-0
I	CC Cart Path/Tee Box Repairs	10,000										7-0-0
J	Country Club Roof Replacement	50,000										7-0-0
K	FY22 Police Cruisers Free Cash	100,000										7-0-0
7	CPA - Middle School Track Replacement	1,400,000										7-0-0
8	Flo Ro School Construction Debt Auth.	80,000,000										7-0-0
9	Eng. Whitney Pond Treatmt Facility	722,300										7-0-0
10	Eng. Whitney Pond Well #3	300,000										7-0-0
11	Extend Groton Ctr Sewer District	to be postponed?										0-0-7
12	Sewer Conn Easement 227 Boston Rd	N/A			DEFERRED				DEFERRED			5-0-2
13	CPA Funding Accounts	784,900										7-0-0



# Spring Town Meeting (05/01/2021)

Finance Committee Positions on Articles votes taken : 3/29/2021 4/12/2021

Y-N-Def

Article #	Description	Dollar Amount	Moved	Seconded	Gary G	Scott W	Dave M	Bud R	Colby D	Art P	Mary L	Total Vote
14	CPA Project Recommendations	1,042,129										
A	Mausoleum Restoration/Maint.	65,000										7-0-0
B	Field/Rec Feasibility Study	20,000										7-0-0
C	Non-Point Sources of Pollution	40,000										7-0-0
D	AHT Site Assessment Study	75,000	DM	AP	N	Def	N	Y	Y	Def	Def	2-2-3
E	Squannacook River Rail Trail	30,000										7-0-0
F	Duck Pond Restoration Phase 2	19,800										7-0-0
G	Housing Coordinator	51,617										7-0-0
H	GDRSD Field Restoration	230,232										7-0-0
I	Conservation Fund FY22	350,000										7-0-0
J	Multi-Use Rec Courts	157,480										7-0-0
K	Library Skylight Restoration	3,000										7-0-0
15	Zoning Bylaw Clarifications	N/A										7-0-0
16	Bylaw Polystyrene Containers	N/A										7-0-0
17	Citizens Petition - Trf Control of Land	N/A										7-0-0
18	FY21 Line Item Transfers	to be postponed?										0-0-7
19	Offset Snow & Ice Deficit (estimate!)	to be postponed?										0-0-7
20	Trf E&D for Water Enterprise FY21	122,000										7-0-0
21	Trf E&D Sewer Enterprise FY21	210,000										7-0-0
22	Trf E&D 4 Corners Enterprise FY21	35,000										7-0-0

# Spring Town Meeting (05/01/2021)

Finance Committee Positions on Articles votes taken : 3/29/2021 4/12/2021

Y-N-Def

Article #	Description	Dollar Amount	Moved	Seconded	Gary G	Scott W	Dave M	Bud R	Colby D	Art P	Mary L	Total Vote
23	Trf E&D Cable Enterprise FY21	10,000										7-0-0
24	Prior Year Bills Free Cash	863										7-0-0
25	Free Cash for Grant Deficits	239										7-0-0
26	Free Cash for Fire Detail Deficits	1,861										7-0-0
27	Debt Service Surrenden Farm	204,150										7-0-0
28	BOA Quinquennial Certification	29,200										7-0-0
29	Est. Limits Revolving Funds	N/A										7-0-0
30	Increase of RE Tax Exemptions	N/A										7-0-0
31	MGL 59, sec 5:22F Res. Requirement	N/A										7-0-0
	Total from Unexpended Tax Cap											
	Total from CPC Funds	2,031,179										
	Total from Free Cash 05/01/2021	499,842										
	Total from Enterprise Receipts	1,399,300										
	Free Cash Certified 9/2020	1,087,033										
	Free Cash Committed 10/2020	199,595										
	FY1 Free Cash Bal. Remaining	387,596										





## TOWN OF GROTON

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

## Select Board

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

**Town Manager**  
Mark W. Haddad

**To:** *Select Board*

**From:** *Mark W. Haddad – Town Manager*

**Subject:** *Weekly Report*

**Date:** *April 12, 2021*

1. In addition to the Town Manager's Report and a review of the On-going Issues List, there is one item scheduled on Monday's Agenda. The Affordable Housing Trust will be present to discuss the Board's position against their CPA Application for \$150,000 to explore possible locations for the development of affordable housing.
2. The Center for Disease Control and the Commonwealth of Massachusetts have revised their COVID-19 protocols with regard to travel. Based on this, the Fire Chief and I have revised our Infectious Disease Policy by amending the vaccination section to read as follows:
  - *Employees that have received their full dosing of a COVID-19 vaccine shall be able to return to work immediately upon return from any travel. They will be required to self-monitor for a period of ten (10) days.*

Attached to this report is the revised red-lined policy for your review. I would respectfully request that the Board vote to adopt the amended policy at Monday's meeting. We continue to operate under the protocols approved by the Board last May. If necessary, I will have an additional update at Monday's meeting.

3. As of the writing of this report, the Department of Public Health has not updated the weekly health report. It will hopefully be updated by Monday and I will update the Board at the meeting.
4. Chapter 5 of the Acts of 2021 authorizes temporary changes to local elections held before June 30, 2021. Essentially, there are two changes that impact this year's Annual Election scheduled to be held on May 25, 2021. First, individuals taking COVID-19 precautions can vote absentee and, second, early voting has been authorized. Enclosed with this report is a memorandum from Town Clerk Michael Bouchard outlining how he would like to implement these changes for the Annual Election. He will be in attendance at Monday's meeting to discuss this further with the Board and request that the Board approve his plan for early voting. We can discuss this in more detail at the meeting.

5. As part of the Florence Roche School Construction Project, the MSBA requires the Town and District to enter into a Project Scope and Budget Agreement. Town Counsel has reviewed and approved the Agreement as to form. Enclosed with this Report is the Agreement, along with Town Counsel's certification for your review. Since the Town will be borrowing the funds on behalf of the District, both the Select Board and Regional School Committee will have to approve the Agreement. To approve the Agreement, the Select Board needs to take the following two votes at Monday's meeting:

**Motion #1:** "The Select Board acknowledges and approves the following statement. *The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances, by-laws, and policies to execute and deliver the Project Scope and Budget Agreement, and any amendments thereto, on behalf of the District and to bind the District to its terms and conditions: Superintendent and Town Manager.*"

**Motion #2:** "The Select Board acknowledges and approves the following statement. *The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions on behalf of the District with respect to the Proposed Project described in the Project Scope and Budget Agreement and any amendments thereto: Superintendent and Town Manager.*"

David Saindon and Eileena Long from Leftfield, our Project OPM, will be in attendance at Monday's meeting to answer any questions you may have with regard to this Agreement.

6. Enclosed with this report is the draft RFP for Town Counsel Services. I would respectfully request that the Board authorize me to issue this RFP this week.
7. As the Board will recall, at your March 29<sup>th</sup> Meeting, Treasurer-in-Training Hannah Moller requested that the Board consider adopting M.G.L., c.59, §5N, which provides for a reduction of property tax obligation of Veterans in exchange for volunteer service. This program is similar to the Senior Work-off Program that we currently offer. I would respectfully request that the Board vote to adopt this law and set the maximum property tax reduction at \$1,500 based on minimum wage. We can discuss this further at Monday's meeting.
8. Town Counsel has provided to the Board under separate cover a proposed budget of between \$12,200 and \$16,600 for the ABCC Appeal of the Kent Ventures, LLC Liquor license denial. The Board needs to decide if you want to approve that budget.
9. At your March 29<sup>th</sup> Meeting, the Select Board rightly questioned how the recent "Opt-Out" of the State Reclamation and Mosquito Control Board would impact the Town. I mistakenly believed that this did not impact Groton, as we are not part of any mosquito control project. At the request of the Select Board, I reached out to Town Counsel and asked for his opinion on how this would impact Groton. The "Opt-Out" is from the State spraying the Town of Groton should the State Department of Public Health determine there is an elevated risk of arbovirus such as Eastern Equine Encephalitis (EEE) for that year.

Continued on next page – Over >



9. Continued:

The Select Board would have to vote, after receiving input from the Board of Health, on whether or not they wish to "Opt-Out". Should the Board vote to "Opt-Out", we would have to supply the State with an alternative plan to deal with mosquitos that would have to be approved by the State. I reached out to the Board of Health and they provided the following recommendation to the Board:

*"The Board of Health voted unanimously to advise the Select Board that the Board of Health would strongly recommend opting out of the State Reclamation and Mosquito Control Board. At the same time the Board of Health also recognizes that the level of effort in choosing to opt out is uncertain and would ask that if determined impractical for this current period then the Board of Health would strongly recommend applying ourselves towards this same goal for next year. The Board of Health fully appreciates that the MA Department of Public Health would commend spraying in the event of an emergency. Ira Grossman will work with other departments to complete next steps required should the Select Board vote to opt out. The Board of Health understands that the Select Board makes the final decision with regard to whether or not to opt out."*

While I appreciate the Board of Health's position, we do not have the manpower, equipment or budget to implement an alternative plan. In my opinion, the only way to do this would be to join the Central Mass Mosquito Control Project, which would cost us over \$78,000 a year and they would spray for mosquitos annually. Given our budget situation, I cannot recommend taking this on when the state will spray only if there is an elevated risk of EEE or West Nile Virus. Based on this, I would recommend that the Town not opt out of the State Reclamation and Mosquito Control Board. We can discuss this in more detail at Monday's meeting.

10. Enclosed with this report is the Final Draft of the 2021 Spring Town Meeting Warrant. I would like to spend some time at Monday's meeting reviewing any remaining positions the Board wishes to make. Specifically, the Board may want to consider the following:

**Article 6 – Capital Budget – Item #8 – Golf Carts** – After investigating the potential for moving to electric golf carts this summer at the Country Club, I am recommending a hybrid approach in which we purchase 21 gas powered carts and 4 electric carts. This will allow us to determine the long-term viability and cost of moving to a total electric fleet and not require any additional capital expenses in FY 2022. Please see attached memorandum from Shawn Campbell. I would respectfully request that the Board vote to approve this approach. The Capital Request of \$25,000 would not change.

**Article 11 – Extend Groton Center Sewer District** – The Sewer Commission conducted a public hearing on this request and voted to recommend this Article to Town Meeting. The Select Board had originally deferred your position until such time as the Sewer Commission took a position.

**Continued on next page – Over >**

10. Continued:

**Article 12 – Grant Easement for Sewer Connection – 227 Boston Road** – The Select Board has made no recommendation on this Article. I am still waiting for an appraisal from the proponent of the Article. I will update the Board at Monday's meeting with any new information.

**Article 14 – CPA Funding Recommendations – Proposal D – Site Assessment Study** – The Affordable Housing Trust is scheduled to come to Monday's meeting to discuss the Select Board's recommendation against this proposal.

**Article 15 – Amend Zoning Bylaw – Clarifications** – The Planning Board held the public hearing on this Article last Thursday. They have voted unanimously to recommend the Article. I would ask if the Board would like to take a position on the Article as well.

I would respectfully request that the Select Board vote to approve and issue the Warrant at Monday's meeting. It is scheduled to go to the Printer Tuesday morning and delivered to all households on Saturday, April 17<sup>th</sup>.

11. I have no update on the Fiscal Year 2022 Budget as of the writing of this report. I will provide the Board with any necessary update at the meeting.

12. Please see the update to the Select Board's Meeting Schedule through Spring Town Meeting:

Monday, April 12, 2021	-Already posted
Monday, April 19, 2021	-No Meeting – (Patriot's Day Holiday)
Tuesday, April 20, 2021	-Meeting at 10:00 a.m. in Joint session with the Planning Board to Fill a Vacancy on the Planning Board until the next Election
Monday, April 26, 2021	-Final Spring Town Meeting Prep -Consider adopting revised Police Department Rules and Regulations
Saturday, May 1, 2021	2021 Spring Town Meeting

MWH/rjb  
enclosures





Town of Groton  
173 Main Street  
Groton, MA 01450

Phone: 978-448-1100  
FAX: 978-448-2030  
mbouchard@townofgroton.org

Office of the Town Clerk – Notary Public

Michael F. Bouchard, *Town Clerk*

Dear Select Board Members,

The Massachusetts Legislature passed and the Governor has signed Chapter 5 of the Acts of 2021 which authorizes temporary changes to local elections held before June 30, 2021. The purpose of this memo is to brief you on these changes as they relate to Groton and provide recommendations.

Changes to the law pertinent to Groton:

- Absentee voting in Massachusetts requires a “reason” under our constitution. Chapter 5 extends the 2020 temporary rule that allows for an individual taking COVID-19 precautions be eligible to vote by absentee ballot in local elections held prior to June 30. While ballots will not be available until late April, absentee ballots applications will be accepted now.
- Similarly, Early Voting by Mail is also authorized by Chapter 5 to be in effect for the town election. Applications will be accepted now.

Please note that applications for absentee or early voting by mail will not be mailed proactively by the town. Applications may be requested through the town clerk’s office or found online. Applications can be submitted by mail, by using the town’s drop box located at the rear of town hall or by email. The application must have a signature. The deadline to submit either type of vote by mail application is Wednesday May 19 at 5:00 PM.

- The local election may be postponed by the Select Board to a date on or before August 1, 2021.
  - Recommendation: I do not see a reason to postpone the May 25<sup>th</sup> town election.
- The Polls will be open from 7:00 AM to 8:00 PM on election day, May 25. The polling locations are:
  - Precinct 1      The Center, 163 West Main Street
  - Precinct 2      Groton Dunstable Middle School North, 344 Main Street
  - Precinct 3      Groton Dunstable Middle School North, 344 Main Street

We appreciate the use of the Middle School for this town election. Voters are to be advised that it may not be used in the next election, scheduled for May, 2022.



Town of Groton  
173 Main Street  
Groton, MA 01450

Phone: 978-448-1100  
FAX: 978-448-2030  
mbouchard@townofgroton.org

Office of the Town Clerk – Notary Public

Michael F. Bouchard, *Town Clerk*

- Early Voting In Person for the town election is a local option for Spring 2021. To utilize the option, it must be voted by the Select Board. That vote must include the dates and hours of Early Voting In Person. The Board's vote must occur not less than 5 days prior to the proposed start of Early Voting In Person. Early Voting In Person cannot start prior to 10 days before the election, or May 15 in Groton's case. It must end by Friday, May 21. There are no prescribed hours during which it must be conducted.
  - Recommendation: Given that there is a contested Select Board seat and a local ballot question for the construction of a new elementary school, I recommend that the town offer Early Voting In Person for the May 25, 2021 town election.
  - I recommend that the town offer Early Voting In Person during normal business hours on these dates:

▪ Monday	May 17	8:00 AM to 7:00 PM
▪ Tuesday	May 18	8:00 AM to 4:00 PM
▪ Wednesday	May 19	8:00 AM to 4:00 PM
▪ Thursday	May 20	8:00 AM to 4:00 PM
▪ Friday	May 21	No EV-IP hours; Clerk administration
  - The expected cost of Early Voting In Person is approximately \$1500.00

Thank you for your consideration.

Sincerely

Michael Bouchard  
Town Clerk





260 Franklin Street  
Suite 700  
Boston, MA 02110  
(857) 259-5200  
(857) 259-5212 fax

Rodney G. Hoffman, Esq.  
[rhoffman@bdboston.com](mailto:rhoffman@bdboston.com)

April 5, 2021

Members of the Regional School Committee  
Groton-Dunstable Regional School District  
344 Main St.  
Groton, MA 01450

RE: Florence Roche Elementary School Project ("Project");  
Review of Project Scope and Budget Agreement ("PSBA")

Ladies and Gentlemen,

This firm is Town Counsel to the Town of Groton and has been requested to review and provide certain advice to Groton-Dunstable Regional School District ("District") regarding the PSBA.

In this regard, we have reviewed the PSBA and associated exhibits. We also note that we have represented other regional school districts in connection with projects funded by the Massachusetts School Building Authority ("MSBA").

Upon our review, we advise that the PSBA is satisfactory as to its form and find it in order.

Further, we note that this is a standard form of agreement required by the MSBA for all projects funded through it and also that, as a general matter, the MSBA form documents are generally drafted to in a manner favorable to the owner of a particular project. Here, the PSBA documents the Project and certain Project specifics such as the scope of the Project (general floor plan, location on the site, square footage, educational program, etc.), the schedule of the Project, the reimbursable rate, the overall Project budget, and the anticipated budget share between the MSBA maximum grant and the District share. The purpose of executing the PSBA between the District and the MSBA is to lock in these specifics during the period between the MSBA Board approval for the Project on February 11, 2021 and the required local approvals, which are anticipated in May 2021.

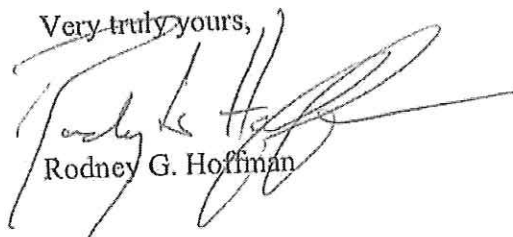


Members of the Regional School Committee  
Groton-Dunstable Regional School District  
Page 2  
April 5, 2021

Finally, it should be noted that we are not advising the district with respect to Exhibit A, the budget, or Exhibit H, the reimbursement rate certificate. Your Owner's Project Manager should be able to confirm these values.

Please contact me if there are any further questions regarding this matter.

Very truly yours,



Rodney G. Hoffman

cc: Mark Haddad, Groton Town Manager



Rodney G. Hoffman, Esq.  
[rhoffman@bdboston.com](mailto:rhoffman@bdboston.com)

**Certification of Legal Counsel for the  
Groton-Dunstable Regional School District ("District")**

I, Rodney G. Hoffman, duly appointed legal counsel for the Town of Groton and, here, also on behalf of the District, hereby certify that:

1. The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under the Project Scope and Budget Agreement, and any amendments thereto, between the District and the Massachusetts School Building Authority for the Proposed Project at the Florence Roche Elementary School (the "Project Scope and Budget Agreement") and all other related documents.

2. The District has duly obtained all necessary votes, resolutions, authorizations, appropriations, orders, and voter approvals, in accordance with the formats prescribed by the Authority, and has taken all actions necessary or required by law to authorize the execution and delivery of the Project Scope and Budget Agreement, and any amendments thereto, and to fund and perform the obligations of the District under the Project Scope and Budget Agreement and any amendments thereto.

3. The Project Scope and Budget Agreement, and any amendments thereto, constitute a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

4. The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances, by-laws, and policies to execute and deliver the Project Scope and Budget Agreement, and any amendments thereto, on behalf of the District and to bind the District to its terms and conditions:

Superintendent  
Groton-Dunstable Regional School District  
344 Main St.  
P.O. box 729  
Groton, MA 01450  
Phone: (978) 448-5505  
Email: [c/o.jsivazlian@gdrsd.org](mailto:c/o.jsivazlian@gdrsd.org)

Together with

Town Manager  
Town of Groton  
173 Main St.  
Groton, MA 01450  
Phone: (978) 448-1100  
Email: [selectboard@grotonma.gov](mailto:selectboard@grotonma.gov)



BROOKS & DERENSIS

A certified copy of the vote of the District Board authorizing vote is submitted herewith.

5. The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions on behalf of the District with respect to the Proposed Project described in the Project Scope and Budget Agreement and any amendments thereto.

Superintendent  
Groton-Dunstable Regional School District  
344 Main St.  
P.O. Box 729  
Groton, MA 01450  
Phone: (978) 448-5505  
Email: [c/o.jsivazlian@gdrsd.org](mailto:c/o.jsivazlian@gdrsd.org)

Together with

Town Manager  
Town of Groton  
173 Main St.  
Groton, MA 01450  
Phone: (978) 448-1100  
Email: [selectboard@grotonma.gov](mailto:selectboard@grotonma.gov)

A certified copy of the vote of the District Board authorizing vote is submitted herewith.

I hereby further certify that, to the best of my knowledge and belief, the above-listed certifications are true, complete and accurate.

IN WITNESS WHEREOF, signed this \_\_\_\_\_ day of April, 2021

\_\_\_\_\_  
Rodney G. Hoffman, Counsel



District Name: Groton-Dunstable Regional School District  
School Name: Florence Roche Elementary School  
Project ID Number: 201706730010

## **PROJECT SCOPE AND BUDGET AGREEMENT**

This PROJECT SCOPE AND BUDGET AGREEMENT, (the "Project Scope and Budget Agreement"), dated as of \_\_\_\_\_, 2021 (the "Effective Date") is between the Massachusetts School Building Authority, a public instrumentality of the Commonwealth of Massachusetts (the "Authority"), and the Groton-Dunstable Regional School District, Massachusetts, together with its successors and assigns (the "District" or "Owner") (Authority and District collectively referred to as the "Parties").

### **RECITALS**

WHEREAS, chapter 70B of the Massachusetts General Laws ("Chapter 70B"), chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* authorize the Authority to approve Proposed Projects for a grant pursuant to the school building construction and renovation program developed and managed by the Authority; and

WHEREAS, the District submitted a Statement of Interest to the Authority for the Florence Roche Elementary School, and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, the Authority and the District conducted a project scope and budget conference as described in 963 CMR 2.00 *et seq.*, related to the facility deficiencies at the Florence Roche Elementary School;

WHEREAS, on February 11, 2021 the Board of Directors of the Authority voted to authorize the Authority's Executive Director to enter a Project Scope and Budget Agreement with the District upon the terms and conditions stated herein and further authorized the Executive Director do all acts and things and execute and deliver any and all documents and agreements in connection with such project scope and budget conference;

WHEREAS, the Project Scope and Budget Agreement is one step in the multi-step process of the Authority's grant program for school building construction and renovation projects;

WHEREAS, the Authority's grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02 & 2.03, in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Project and advise the District during the course of the Project;

District Name: Groton-Dunstable Regional School District  
School Name: Florence Roche Elementary School  
Project ID Number: 201706730010

WHEREAS, the District has procured an Owner's Project Manager, as defined in Section 1 herein, using a qualifications-based selection process and such Owner's Project Manager has been approved by the Authority;

WHEREAS, the District has procured a Designer for the Project in accordance with the provisions of M.G.L. c. 7C, s. 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12 and any other applicable laws and regulations and said Designer has been approved by the Authority's Designer Selection Panel;

WHEREAS, the Authority may reimburse the District for a portion of eligible, approved costs incurred in connection with the Project undertaken by the District to replace the existing Florence Roche Elementary School with a new facility serving grades K-4 on the existing site under certain terms and conditions, hereinafter provided, and subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

Capitalized terms that are not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq.*

For purposes of this Project Scope and Budget Agreement, the following words shall have the following meanings:

"Assisted Facility" means the school facility that is eligible for and will receive either a Total Facilities Grant or partial payment of a Total Facilities Grant pursuant to Chapter 70B, chapter 645 of the Acts of 1948, or chapters 208 and 210 of the Acts of 2004 and a Project Funding Agreement to be executed by the Authority and the District.

"Board" means the Board of Directors of the Authority, as established pursuant to Chapter 70B and the bylaws of the Authority.

"Construction Manager" or "Construction Manager at Risk" means a sole proprietorship, partnership, corporation, or other legal entity that provides construction management at risk services as defined in G.L. c. 149A, § 2 and is the person or entity procured as such by the District in accordance with G.L. c. 149A, *et seq.*, and who is primarily responsible for the performance and execution of the construction work on the Project.

"Contractor" is the person or entity identified as such throughout the Construction Contract Documents and who is primarily responsible for the performance and execution of the construction work on the Project.



District Name: Groton-Dunstable Regional School District  
School Name: Florence Roche Elementary School  
Project ID Number: 201706730010

"Designer" shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to perform professional design services.

"Effective Date" means the date of this Project Scope and Budget Agreement, as stated in the first paragraph of this Project Scope and Budget Agreement.

"Monthly" means once each calendar month.

"Owner's Project Manager" means a person under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner's Project Manager must meet the qualifications of G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all other qualifications of the Authority.

"Project Cash Flow" means a detailed accounting of the projected amount of funding being received and expended by the District during the course of the Proposed Project on a monthly basis and attached hereto as Exhibit D.

"Project Schedule" means the schedule for the Proposed Project, including a detailed estimated timeline as described in 963 CMR 2.10(10), which schedule shall be updated from time to time and approved by the Authority and attached hereto as Exhibit C.

"Project Scope" means the scope of the Proposed Project that has been mutually agreed to by the Authority and District and further described in Exhibit B attached hereto, as may be updated from time to time.

"Project Scope and Budget Conference" means the conference described in 963 CMR 2.10(9).

"Project Site" means the specific location of the Proposed Project, as more fully described in Exhibit E attached hereto.

"Proposed Project" refers to the proposal to replace the existing Florence Roche Elementary School with a new facility serving grades K-4 on the existing site at 342 Main Street in Groton, Massachusetts that meets the requirements of Chapter 70B and 963 CMR 2.00 *et seq.*

"School" means the Florence Roche Elementary School located at 342 Main Street, Groton, Massachusetts.

"Statement of Interest" means the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted by the District for the Florence Roche Elementary School;

District Name: Groton-Dunstable Regional School District  
School Name: Florence Roche Elementary School  
Project ID Number: 201706730010

"Total Facilities Grant" means the Authority's final, approved, total financial contribution to an Approved School Project, which is calculated pursuant to Chapter 70B and chapter 208 of the Acts of 2004, and paid to the District pursuant to a payment schedule developed by the Authority.

"Estimated Maximum Total Facilities Grant" shall mean the estimated Total Facilities Grant amount, as set forth in the Total Project Budget ("Exhibit A"), which amount does not include reimbursement amounts for any potentially eligible costs within the owner's contingency and construction contingency line items in the Total Project Budget ("Exhibit A"). The actual Total Facilities Grant for the Project may be an amount less than the Estimated Maximum Total Facilities Grant pursuant to the Authority's regulations, policies, and guidelines and the provisions of this Agreement.

"Maximum Total Facilities Grant" shall mean the maximum Total Facilities Grant amount, as set forth in the Total Project Budget ("Exhibit A"), that shall not be exceeded under any circumstances. The Maximum Total Facilities Grant amount includes reimbursement amounts for any potentially eligible costs that may be expended from the owner's contingency and the construction contingency line items in the Total Project Budget ("Exhibit A") in accordance with the Authority's regulations, policies and guidelines and the provisions of this Agreement. The eligibility of any such costs for reimbursement shall be determined by the Authority within its sole discretion provided that the total amount of Project costs eligible for reimbursement, including any eligible costs expended from the owner's contingency and construction contingency line items, shall not exceed the Maximum Total Facilities Grant amount under any circumstances. The actual Total Facilities Grant for the Project may be an amount less than the Maximum Total Facilities Grant pursuant to the Authority's regulations, policies, and guidelines and the provisions of this Agreement.

"Total Project Budget" means a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, has been or will be incurred in connection with the planning, design, construction, development, the mobilization of the operation, and the completion of the Project, approved by the Authority, which may be updated from time to time by mutual agreement of the Parties and which is attached hereto as Exhibit A.

"Vendor" means any person, entity, business, or service provider under contract or agreement with the District to provide goods or services to the District in connection with the Project.

## **2. THE PROJECT**

- 2.1 Total Project Budget. The Parties hereby agree that the Total Project Budget shall be as set forth in Exhibit A as attached hereto. In the event that the Authority approves a Total Facilities Grant for the Proposed Project, the Total Facilities Grant would be based on the Total Project Budget set forth in Exhibit A as of the Effective Date and contingent upon the District maintaining this Total Project Budget. The Total Project Budget shall not be altered, modified, or changed without the prior written approval of the Authority. Any increases to the Total Project Budget as set forth in Exhibit A as of the Effective Date, shall not result in any changes to the amount of the Total Facilities Grant set forth in Section 3 of



District Name: Groton-Dunstable Regional School District  
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Project ID Number: 201706730010

this Project Scope and Budget Agreement. The District hereby acknowledges and agrees that all costs related to the Proposed Project, including without limitation all site costs, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies.

- 2.1.1 Construction Bids. The Parties hereby acknowledge and agree that, in the event that the lowest, responsible bid or the Guaranteed Maximum Price accepted by the District for the construction of the Proposed Project is lower than the corresponding amount set forth in Exhibit A, the Authority shall reduce the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant amount set forth in Section 3.1 of this Agreement and in Exhibit A accordingly. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for the construction of the Proposed Project exceeds the corresponding amount set forth in Exhibit A, the Authority shall not make any adjustments to its Estimated Maximum Total Facilities Grant or Maximum Total Facilities Grant on account of the bid, and the increased costs shall be the sole responsibility of the District. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for construction of the Project exceeds the corresponding amount set forth in Exhibit A, the District may use a reasonable amount of the owner's and/or construction contingency to fund the cost of any such budget overrun, provided, however, that the expenditures of owner's and/or construction contingency funds for the purpose of funding such budget overruns shall not be eligible for reimbursement by the Authority and shall be the sole responsibility of the District.
- 2.2 Project Scope. The Parties hereby agree that the Project Scope shall be as set forth in Exhibit B, which is attached hereto. Any Total Facilities Grant approved by the Authority for the Project shall be contingent upon the District maintaining the Project Scope set forth in Exhibit B, and the Authority may revoke, suspend, withhold, and/or recoup any Total Facilities Grant payments if the Authority determines that the Scope has not been adhered to. The Project Scope shall not be altered, modified, enlarged, or reduced without the written mutual agreement of the Parties. The District hereby acknowledges and agrees that all of the items appearing in the Project Scope set forth in Exhibit B shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether the cost of such Project Scope items are eligible for reimbursement pursuant to the Authority's regulations and policies.
- 2.3 Project Schedule. The Parties hereby agree that the projected Project Schedule for the Proposed Project shall be as set forth in Exhibit C as attached hereto, as may be updated from time to time. The District shall provide an updated Project

District Name: Groton-Dunstable Regional School District  
School Name: Florence Roche Elementary School  
Project ID Number: 201706730010

Schedule to the Authority at least once every calendar month and more frequently if requested by the Authority. When submitting a revised or updated Project Schedule to the Authority, the District shall also submit a detailed explanation for any changes in the Project Schedule from the previous Project Schedule submitted to the Authority.

- 2.4 Project Cash Flow. The Parties hereby agree that the projected Project Cash Flow for the Proposed Project shall be as set forth in Exhibit D as attached hereto, as may be updated from time to time. The District shall provide an updated Project Cash Flow to the Authority at least once every calendar month and more frequently if requested by the Authority. When submitting a revised or updated Project Cash Flow to the Authority, the District shall also submit a detailed explanation for any changes in the Project Cash Flow from the previous Project Cash Flow submitted to the Authority.
- 2.5 Project Site. The Parties hereby agree that the site of the Proposed Project shall be as described in Exhibit E attached hereto. The site of the Proposed Project shall not be altered, modified, enlarged or reduced without the prior written approval of the Authority.
- 2.6 Furnishings and Equipment. The Parties hereby agree that a listing of all furniture, fixtures and equipment that will be purchased, leased, acquired, or received by the District in connection with the Proposed Project is set forth on Exhibit F attached hereto, which shall be updated from time to time. Costs associated with the furnishings and equipment listed on Exhibit F may not be eligible for reimbursement by the Authority. All such costs shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies. All costs associated with furniture, fixtures and equipment that are not specifically delineated in Exhibit F shall not be eligible for reimbursement by the Authority unless mutually agreed to in writing by the Parties.

### 3. TOTAL FACILITIES GRANT

3.1 The Parties hereby agreed that, subject to the execution of a Project Funding Agreement for the Proposed Project and subject to the satisfaction of or compliance with, as reasonably determined by the Authority, (a) all of the terms and conditions of this Project Scope and Budget Agreement, (b) the applicable provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Authority, the Authority hereby approves the following Estimated Maximum Total Facilities Grant for the Project: an amount that, except as specifically provided in this Section 3.1, shall not exceed the lesser of (i) 53.39% of the final approved, total eligible Project costs, as determined by the Authority, ("Reimbursement Rate") or (ii) an estimated Total Facilities Grant of \$25,835,473.00 ("Estimated Maximum Total Facilities Grant"). Notwithstanding the foregoing, the Authority may determine, in its sole discretion, and subject to the limitations set forth in Section 2.1 of this Agreement, that



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expenditures from the owner's contingency and construction contingency line items of the Total Project Budget, so-called, are eligible for reimbursement, and in the event of any such determination, the Authority may adjust the above-stated Estimated Maximum Total Facilities Grant amount to account for the eligible, approved owner's contingency and construction contingency expenditures up to a final, maximum Total Facilities Grant of \$26,503,001.00 ("Maximum Total Facilities Grant"). In no event shall the Maximum Total Facilities Grant, including any eligible owner's and construction contingency amounts, exceed \$26,503,001.00. The Parties hereby acknowledge and agree that the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant amounts set forth in this Section 3.1 and Exhibit A, are maximum amounts of funding that the District may receive from the Authority for the Project, and that the final amount of the Total Facilities Grant may equal an amount less than either the Estimated Maximum Total Facilities Grant or the Maximum Total Facilities Grant set forth herein, as determined by an audit conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the Total Facilities Grant or otherwise ineligible for payment by the Authority shall be the sole responsibility of the District. The Reimbursement Rate set forth above, and as more fully described in the reimbursement rate summary, attached hereto as Exhibit H, includes a total of 3.65 incentive reimbursement points which includes 1.65 points for "Maintenance", and 2.00 points for Energy Efficiency – "Green Schools" pursuant to G.L. c. 70B, § 10(a)(C). The incentive reimbursement points have been provisionally assigned and are subject to a final determination by the Authority as to the District's eligibility to receive such incentive reimbursement points. The Reimbursement Rate, Estimated Maximum Total Facilities Grant, and Maximum Total Facilities Grant set forth above and in Exhibit A shall be subject to a decrease, as provided in Section 3.2 of this Agreement, if the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that have been provisionally assigned, as described herein, or such other incentive reimbursement points that may be assigned by the Authority.

3.2 The Reimbursement Rate for the Proposed Project is calculated as set forth in the reimbursement rate summary, attached hereto as Exhibit H, and shall be subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and the policies and guidelines of the Authority. Any incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, must be earned, as determined by the Authority in its sole discretion, and shall be subject to audit by the Authority. If the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, the Authority may, in its sole discretion, decrease the Reimbursement Rate, the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant accordingly. Any such decrease in the Reimbursement Rate, and the corresponding decreases in the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant, shall be applied retroactively to all payments made to the District by the Authority under the terms of the Project Funding Agreement between the Parties, if any, and to all requests for reimbursement of eligible Project costs made by the District to the Authority under the terms of said Project Funding Agreement, if any. If the Authority determines that, as a result of a decrease in the Reimbursement Rate, or a corresponding decrease in the

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Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant, it has made overpayments to the District, the Authority may recover the amount of such overpayments from the District by whatever remedies are available to it under a Project Funding Agreement, if any, or under applicable law, including, but not limited to, set off against any future payments owed to the District for reimbursement of eligible Project costs, as determined by the Authority. Upon written demand by the Authority, the District shall promptly return to the Authority the amount of any such overpayments unless otherwise agreed to in writing by the Authority.

3.3 The Basis of both the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant set forth in Exhibit A to this Agreement includes all budgeted costs for the Feasibility Study authorized by the Authority for the Project ("Feasibility Study Budget") and supersedes and replaces any other Feasibility Study budget that may have been authorized by the Authority and set forth in any Feasibility Study Agreement between the Authority and the District. The Feasibility Study Budget included in this Agreement does not take into account any payments that may already have been made to the District by the Authority for the costs of any Feasibility Study under any Feasibility Study Agreement between the Authority and the District. The Estimated Maximum Total Facilities Grant and Maximum Total Facilities Grant set forth in Section 3.1 of this Agreement is calculated by applying the Reimbursement Rate set forth in Exhibit H of this Agreement to the Basis of Total Facilities Grant, which includes the Feasibility Study Budget for the Project. Notwithstanding the provisions of any Feasibility Study Agreement between the Authority and the District, the approved, eligible costs of a Feasibility Study authorized by the Authority for the Project will be reimbursed, retroactively and prospectively, based upon the Reimbursement Rate set forth in Section 3.1 and Exhibit H to this Agreement. The Authority shall deduct from the Total Facilities Grant set forth in this Agreement the amount of any payments already made to the District by the Authority for the costs of a Feasibility Study pursuant to the provisions of any Feasibility Study Agreement. Nothing stated in this section of this Agreement shall impair the right of the Authority to make adjustments to the Reimbursement Rate and the Total Facilities Grant or to audit and determine ineligible costs as provided elsewhere in this Agreement and in the Authority's statutes, regulations, policies, guidelines and standards.

#### 4. COVENANTS

The Parties covenant and agree that as long as this Agreement is in effect, the Parties shall and shall cause its employees, agents, and representatives to perform and comply with all covenants of this Project Scope and Budget Agreement.

##### 4.1 Of the Authority.

- (a.) The Authority shall prepare a Project Funding Agreement for the Project, which Funding Agreement shall set forth the terms and conditions pursuant to which the District may receive a Total Facilities Grant for the Approved Project.



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4.2 Of the District.

- (a.) The District shall by no later than 120 days after February 11, 2021, obtain all necessary votes, resolutions, appropriations, and voter approvals, in accordance with the format prescribed by the Authority, for the Proposed Project. The District shall immediately notify the Authority of the date by which the District shall have received all necessary votes, resolutions, appropriations, and local approvals for the Proposed Project.
- (b.) By no later than the twelfth of each calendar month, the District shall provide the Authority with a progress report, prepared by the Owner's Project Manager, that summarizes all Proposed Project activity during the preceding calendar month, in a format approved by the Authority.
- (c.) The District shall promptly provide the Authority with any additional information, documents, plans, specifications, budgets, timelines, schedules, or other materials that may be requested by the Authority.
- (d.) The District hereby acknowledges and agrees that the Authority shall not provide any amounts in excess of the amount determined under Section 3.1 of this Agreement and the final Total Facilities Grant may be an amount less than the amount stated in Section 3.1.
- (e.) The District hereby acknowledges and agrees that the District's Educational Program for the Florence Roche Elementary School is subject to further review by the Commissioner of Education, pursuant to M.G.L. c. 70B.
- (f.) The District hereby acknowledges and agrees that all costs related to the Proposed Project, including the costs identified in the Total Project Budget set forth in Exhibit A and costs of the items appearing in the Project Scope set forth in Exhibit B, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies.
- (g.) The District hereby acknowledges and agrees that it shall not submit any false or intentionally misleading information or documentation to the Authority in connection with this Project Scope and Budget Agreement, and further acknowledges and agrees that the submission of any such information or

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documentation may cause the Authority to revoke any and all payments otherwise due to the District and/or recover any previous payments made to the District, and the District may be ineligible for any funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

- (h.) The District hereby acknowledges and agrees that, in the event that it receives, has received, or is eligible to receive any insurance proceeds, damages, awards, payments, rebates, grants, or donations from any third party or funding sources, other than the Authority, for or in connection with the Project, all such amounts shall be disclosed to the Authority in writing and shall be deducted from the total amount of eligible project costs (also known as Basis of Total Facilities Grant), as determined by the Authority, and the remaining amount of eligible costs shall be apportioned according to the District's reimbursement rate to calculate the maximum Total Facilities Grant.

## 5. REPRESENTATIONS AND WARRANTIES

The District and the undersigned, for themselves and for the District, hereby warrant and represent that each of the following statements is true, correct and complete:

5.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Project Scope and Budget Agreement.

5.2 The District is duly authorized and has taken all necessary steps to authorize the execution and delivery of this Project Scope and Budget Agreement and to perform and consummate all transactions contemplated by this Project Scope and Budget Agreement. The undersigned have been duly authorized in accordance with law to execute and deliver this Project Scope and Budget Agreement on behalf of the District. This Project Scope and Budget Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provision of law, by-law, ordinance or rule, or any order, rule, regulation of any court or other agency of government.

5.3 The District has all requisite legal power and authority to own and operate the school that is the subject of this Project Scope and Budget Agreement.

5.4 No information furnished by or on behalf of the District to the Authority in this Project Scope and Budget Agreement, including all Exhibits attached hereto, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Statement of Interest or Proposed



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Project contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

5.5 This Project Scope and Budget Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

5.6 No litigation before or by any court, public board or body is pending or threatened against the Authority seeking to restrain or enjoin the execution and delivery of this Project Scope and Budget Agreement Study, or contesting or affecting the validity of this Scope and Budget Agreement or the power of the District to pay its share of the Proposed Project.

5.7 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Proposed Project.

5.8 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

5.9 All meetings of all public bodies in the District that relate in any way to the Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.

## 6. TERM

6.1 The Parties hereby agree that this Project Scope and Budget Agreement shall be valid for a period of time not to exceed 120 calendar days after February 11, 2021, unless agreed to in writing by the Authority that a different termination date is necessary. In the event that the Board votes to not approve this Project Scope and Budget Agreement, this Agreement shall terminate effective as of such vote.

## 7. OTHER TERMS

7.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

7.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has

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agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

7.3 Indemnification. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers and employees from and against all claims or actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred or for which liability may be asserted against the Authority arising out of any activities undertaken by, for, or on behalf of the District in its implementation of this Project Scope and Budget Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

7.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged personally or held contractually liable by or to the District under any term or provision of this Project Scope and Budget Agreement or because of any breach thereof or because of its execution or attempted execution.

7.5 Assignability. The District shall not assign any interest, in whole or in part, in this Project Scope and Budget Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

7.6 Amendments. This Project Scope and Budget Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

7.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows::

As to the Authority:

Massachusetts School Building Authority  
40 Broad Street, Suite 500  
Boston, MA 02109  
Attention: Director of Capital Planning  
Facsimile: (617) 720-5260



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As to the District:

Groton-Dunstable Regional School District  
145 Main Street  
P.O. Box 729  
Groton, MA 01450  
Attention: Administrative Assistant to the Superintendent  
Facsimile: 978-448-9402

7.8 Severability. If any provisions of this Project Scope and Budget Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.9 Counterparts. This Project Scope and Budget Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

7.10 No Waiver. No waiver by either party of any term or conditions of this Project Scope and Budget Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

7.11 Integration. This Project Scope and Budget Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to this Agreement and constitutes the entire agreement between parties hereto with respect to the Proposed Project.

## 8. INSURANCE

8.1 Insurance. The District shall obtain and maintain all insurance required by law and such other insurance in such types and in such amounts as the Authority may require from time to time.

8.1.1 During the course of the Project, the District shall purchase and maintain, or shall cause the Contractor or Construction Manager to purchase and maintain, at their own expense, coverage against loss or damage to the Project in an amount equivalent to the Total Project Budget at the sole expense of the District, Contractor or Construction Manager, as the case may be. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse,

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earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the Total Project Budget or \$10,000,000. The policy shall include transportation and coverage for delivered and/or stored materials designated to be incorporated into the Project. The policy shall include the Authority as a loss payee as its interests may appear. Coverage shall be maintained until final acceptance of the Project by the District and final payment has been made. The District (or Contractor or Construction Manager, if coverage is purchased by Contractor or Construction Manager) is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

8.1.2 Following completion of the Project, the District shall, at its sole expense, purchase and maintain coverage against loss or damage to the Assisted Facility in an amount equivalent to the estimated full replacement cost of the Assisted Facility. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, mechanical and electrical breakdown, and boiler and machinery accidents, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the estimated full replacement cost of the Assisted Facility or \$10,000,000. The policy shall include the Authority as a loss payee as its interests may appear. The District is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

8.1.3 The District shall include the Authority as an additional insured in any commercial general liability policy held by the District for liability arising out of the Project.

8.1.4 The Authority shall not be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

8.1.5 Upon request by the Authority, the District shall obtain and provide to the Authority originals of certificates of insurance evidencing the insurance coverage required by this section of this Project Scope and budget Agreement.

8.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that each of any Owner's Project Manager, Designer, Contractor or Construction Manager at Risk, or Vendor hired by the District in connection with the Project obtain and maintain all insurance coverage required by law and such other insurance coverage in such types and amounts as the Authority may require from time to time, including the insurance coverage required by this Project Scope and Budget Agreement, a Project Funding Agreement and by any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard



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contract for Owner's Project Manager services and standard contract for Designer services. The insurance required by this Section shall be provided at the sole expense of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors, as the case may be, and shall be in full force and effect for the full term of any contract between the District and said Owner's Project Manager, Designer, Contractor or Construction Manager at Risk, and Vendors or for such longer period as the Authority may require, including any such longer period that may be required by this Project Scope and Budget Agreement, a Project Funding Agreement or the standard contracts prescribed by the Authority and executed by the District.

8.3 The District shall include in the contract between the Owner and the Contractor or Construction Manager at Risk, as the case may be, the standard language contained in Exhibit G regarding minimum insurance requirements for Contractors or Construction Managers at Risk. The District may impose additional insurance requirements for either construction delivery method provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that the District shall give the Authority a written notice that clearly describes any such additional requirements. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary and should be included in the contract between the Owner and the Contractor or Construction Manager at Risk.

8.4 The District shall obtain originals of certificates of insurance evidencing the insurance coverage that may be required by the Authority from time to time, including the insurance coverage required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors, simultaneously with the execution of said contracts or, in the event that said contracts have been executed prior to the date of this Project Scope and Budget Agreement, as soon as possible thereafter. Upon request of the Authority, the District shall submit such certificates of insurance to the Authority, showing each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The District shall require each of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors to submit updated insurance certificates to the District prior to the expiration of any of the insurance policies or coverage referenced in this Section so that the District shall at all times possess certificates indicating current coverage.

8.5 The failure of the District to ensure that each of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors obtain and maintain the insurance required by the Authority, this Project Scope and Budget Agreement, the Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors, or to provide the insurance certificates required by this Project Scope and Budget Agreement shall constitute a material breach of this Project Scope and Budget Agreement and shall be just cause for termination of this Project Scope and Budget Agreement.

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8.6 The District shall, and shall require, as the case may be, its insurers and each of the Owner's Project Manager, Designer, Contractor or Construction Manager, Vendors and their insurers to, give written notice to the Authority at least thirty days prior to the effective date of any termination, cancellation, or material modification of any insurance required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors.

8.7 With respect to all policies of insurance required of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors by this Project Scope and Budget Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager and standard design contract, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors, the District shall ensure that neither the District nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

8.8 Insufficient insurance shall not release the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors from any liability for breach of their obligations under an agreement between the District and any of them.

8.9 All insurance policies required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the District and the Authority.

8.10 The District shall take all reasonable steps designed to ensure that the Owner's Project Manager, Contractor or Construction Manager, Designer, and Vendors each agree that they and their Subcontractors shall do no act, nor suffer any act to be done, which will vacate, void or impair the coverage of any insurance policies required under this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors.

8.11 The District shall, upon request by the Authority, produce copies of all policies of insurance maintained by the District, its Contractor or Construction Manager, Owner's Project Manager, Designer and Vendors related to the Project, to the Authority.



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## 9. OWNERSHIP OF DOCUMENTS

9.1 The District acknowledges and agrees that, unless otherwise provided by law or by the provisions of Section 9.2 of this Agreement, all information, data, reports, studies, designs, drawings, plans, sketches, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product or tangible materials to the extent authored or prepared, in whole or in part, by the Designer for this Project (collectively, the "Materials"), other than the Designer's administrative communications, records, and files relating to this Project, shall be the property of, and shall vest in, both the District and the Authority, severally and not jointly, as "works made for hire" or otherwise, provided that the District complies with its payment obligations under its Contract with the Designer for the Project. Except as otherwise provided in Section 9.2, both the District and the Authority, severally and not jointly, will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to its Contract with the District for the Project, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and both the District and the Authority, severally and not jointly, shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer, which shall include, but not be limited to, the Authority's exercise of the aforesaid right in furtherance of the Programs described in Section 9.2. The District further acknowledges and agrees that the Designer shall have a non-exclusive license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities and that the Designer shall have a non-exclusive license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to the Contract between the District and the Designer for the Project, the District shall ensure that the Designer promptly turns over to the Authority copies of all original Materials but only to the extent that such Materials have not already been provided to the Authority.

9.2 Notwithstanding any other language to the contrary in this Agreement or in any Contract between the District and the Designer for the Project, the District acknowledges and agrees that the Designer shall have a non-exclusive license to publish, reproduce, distribute, transmit, and publicly display all Materials prepared by the Designer for the purpose of participating in the Authority's so-called Model School Program, as it may be amended from time to time, or any other program implemented by the Authority to develop, acquire, modify, use, re-use, and reproduce prototypical designs and model school designs, and details and elements thereof (collectively "Programs"), including, but not limited to, submitting proposals and applications to the Authority and public school districts in the Commonwealth of Massachusetts for the qualification and selection of the Designer and the School design, or elements and details thereof, in such Programs and using, modifying, and reproducing the Materials for the purpose of designing, constructing, reconstructing, renovating and repairing public school facilities pursuant to such Programs, as approved by the Authority. The District further agrees to provide the Designer, the Authority, and representatives of other public school districts with reasonable cooperation

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and reasonable access to the completed School facility at mutually agreeable times for purposes of said Programs.

IN WITNESS WHEREOF, the Parties have executed this Project Scope and Budget Agreement on this \_\_\_\_\_ day \_\_\_\_\_, in the year 2021.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

\_\_\_\_\_  
John K. McCarthy  
Executive Director

GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

\_\_\_\_\_  
Name:  
Title:



**TOWN OF GROTON,  
MASSACHUSETTS**



**REQUEST FOR PROPOSAL  
TOWN COUNSEL SERVICE  
May 20, 2021**

**Town of Groton Massachusetts  
Request for Proposal  
Town Counsel Services  
May 20, 2021**

**STATEMENT OF INTENT**

The Town of Groton, through its Select Board, requests proposals (RFP) from qualified law firms or individual attorneys for Town Counsel and legal services. Qualified Bidders should note that, in accordance with MGL Chapter 30B, Section 1 (b)(15) the procurement of legal services are exempt from the procurement process and the Board reserves the right to waive any defect in a proposal and to select the firm or individual that the Board in its discretion determines best meets the needs of the Town.

**ABOUT GROTON**

The Town of Groton, incorporated in 1655, is a New England village on the banks of the Nashua and Squannacook Rivers and is the home of two well-known private schools, Groton School and Lawrence Academy. Majestic antique homesteads, faded red barns, rolling apple orchards, colonial stone walls and family farm stands all contribute to Groton's charm.

The community prides itself on the numerous acres within the town protected as conservation lands and on the open spaces for swimming, fishing, canoeing, hiking, riding and cross country skiing, as well for being the center for several cultural groups and organizations. Population according to the 2020 Town Census is 10,744.

The principal highway is State Route 2, the old Mohawk Trail, which runs across northern Massachusetts. State Route 40, Route 119, Route 3, Interstate 495 and Interstate 190 connect the region to Boston and Worcester. The Springfield Terminal Railway line (the former Boston and Maine Railroad) parallels Route 2 and provides access to the network of intermodal facilities serving central and eastern Massachusetts. Principal highways are State Routes 40, 111, 119, and 225. Commuter rail service to North Station, Boston, is available in nearby Ayer (travel time: 66-73 minutes).

West Groton is a unique community that is part of the town of Groton and is the home of River Court Residences which is a facility offering a full range services including independent living, assisted living and memory care. The River Court Residences is an old mill which has been restored with high ceilings, expansive windows and waterfall views of the Squannacook River.



The Town provides a full scope of services to its residents. The Fiscal Year 2021 Budget for the Town is \$40,675,996 of which \$22,922,411 is for the Groton Dunstable Regional School District. For more information about Groton please go to the Town Website: [www.GrotonMA.gov](http://www.GrotonMA.gov).

Groton has a Town Manager form of government with a five (5) member Select Board. It has an Open Town Meeting. There is an elected Planning Board, Board of Health, Board of Water Commissioners, Board of Sewer Commissioners, Board of Library Trustees and Park Commission; all other Boards, Committees, and Commissions are appointed by the Select Board or Town Manager. There are two annual Town Meetings in accordance with the Town Charter. There is an annual Spring Town Meeting that commences the last Monday of April and an annual Fall Town Meeting that commences the third Monday in October.

### **SCOPE OF SERVICES**

Town Counsel for the Town of Groton (herein referred to as the Town) is to provide legal advice and counsel to the Select Board, Town Manager and other Town Departments, Boards and Commissions, on a variety of matters pertaining to all aspects of municipal government. The selected firm or individual will provide legal advice and support to the Town in the areas relating to, but not limited to, procurement, contracts, land use, licensing, litigation, public health, civil rights, ethics, insurance, Town Meeting, and interpretation of Town Charter and By-laws, state and federal statutes and regulations.

The areas in which legal services are needed are as follows, but not limited to:

#### **LITIGATION:**

- Represents the Town in the prosecution and in defense of legal actions in the Federal Court and state Courts and in matters before federal and state agencies.
- Coordinates in conjunction with the Town Manager, representation by Special Legal Counsel in matters deemed appropriate by the Select Board.
- Maintains a log of all cases and makes a semi-annual written report to the Select Board containing a statement of each case which has been settled, tried or otherwise disposed of during the year as well as those cases still pending with status of same.

#### **BY-LAWS, POLICIES AND PROCEDURES:**

- Drafts amendments to By-Laws as necessary or reviews drafts prepared by Town Boards, Committees or Departments. Town Counsel, through advice and counsel, shall work to ensure all boards and elected officials follow the town charter, by laws, policies and procedures and state laws.

### CONTRACTS AND AGREEMENTS:

- Drafts contracts and agreements as necessary or reviews contracts or agreements prepared by Town Boards, Committees or Departments. Approve all contracts and agreements as to form.
- Drafts deeds, easements and leases as necessary or review same when prepared by another party.
- Examine titles to property.
- Represent the Town at real estate settlements.

### TOWN MEETINGS:

- Review Town Meeting warrants and articles to ensure they have been legally and properly drafted. Town Counsel, through advice and counsel, shall work to create an understanding of both the law and the "spirit of the law".
- Attend Town Meeting and respond to legal questions posed at Town Meeting.
- Advise Town Moderator in the proper rules of procedure for the conduct of Town Meeting.

### ZONING AND LAND USE:

- Respond to request of Planning Board to review land use matters such as Form A requests and subdivision plans.
- Respond to request of Conservation Commission with review and counsel in matters of interpretation pertaining to application and enforcement of the Massachusetts Wetland Protection Act and the Groton Wetlands Protection By-Law.
- Review special permits of the Planning Board, Conservation Commission or Zoning Board of Appeals as needed and prior to final issuance.
- Assist Inspector of Buildings (Building Code and Zoning Enforcement Officer) with enforcement actions as needed and as pertaining to Zoning By-Law and General By-Law.

### BACK-UP:

The appointee(s) must have within his or her firm or through an established "of counsel" relationship at least one other equally qualified attorney available to render advice and otherwise represent the interests of the Town of Groton when the appointee(s) is (are) unavailable. In this context, "qualified attorney" shall mean another lawyer who substantially meets the minimum qualifications set forth herein for the appointee.

### ACCESSIBILITY:

The appointee(s) must commit to returning all calls or emails from authorized officials



either himself/herself or through a qualified back up within 24 hours of the call, excluding weekends or holidays. The appointee(s) must also commit, as a general rule, to responding to requests for written opinions within one week unless the circumstances of the opinion warrant a shorter or longer time frame for a response, and this is clearly communicated at the time of such request. In addition, the appointee(s) must specifically identify the lead-time required for attending scheduled or ad-hoc meetings and identify how quickly the Town Attorney can arrive in person to attend an unscheduled, urgent meeting. Identify the same for any assisting attorney(s).

#### MISCELLANEOUS:

- Attend Select Board and other Board or Committee meetings as needed.
- Inform Select Board, Town Manager, Boards, Committees and staff of court decisions or changes in law that will affect municipal operations.
- Advise Town officials on State Conflict of Interest Law.
- Annually review insurance coverage and policies of the Town and advise Select Board and Town Manager.
- Draft and review betterment assessments for the Town.
- Annual/Semi Annual Review of withheld Executive Session minutes for opinion of release to public.

#### DURATION:

The anticipated contract start date is July 1, 2021 through June 30, 2024. There may also be an option to renew for one or multiple year terms, based upon mutual satisfaction, to be determined 60 days prior to the expiration of initial agreement.

#### SEPARATION:

The Town reserves the right to terminate this agreement with thirty (30) days advance written notice with or without cause and the APPOINTEE can terminate this agreement upon ninety (90) days advance written notice with or without cause.

#### PRIMARY CONTACT:

Copies of the request for proposals may be secured at the Town Manager's Office, Groton Town Hall, 173 Main Street, Groton, MA 01450, from 8:00 to 4:00 p.m. Monday through Thursday and Friday from 8:00 a.m. to 1:00 p.m., excluding holidays. Note that Groton operates through the Town Manager model. Accordingly, though the Select Board is the appointing authority, do not contact them directly, but rather work through the Town Manager's office.



Each Firm shall submit one original proposal and one (1) electronic copy on a Thumb Drive, which must be received by the Town on or before Thursday, May 20, 2021 at 10:00 a.m. to:

Mark W. Haddad, Town Manager  
Town Hall  
173 Main St., Groton, MA01450  
978-448-1111  
Email: [mhaddad@grotonma.gov](mailto:mhaddad@grotonma.gov)

It is anticipated that the Select Board will award the contract within thirty (30) calendar days of the proposal submission date.

The Board reserves the right to accept, reject, and/or suggest modifications to any and all proposals and make awards as deemed in the Town's best interest.

#### REQUEST FOR PROPOSAL (RFP) PROPOSAL FORMAT

In order to evaluate and compare each proposal, it is required that all proposals follow the general format and sequential order of this request for proposal. It is recommended that each section of this request for proposal be addressed in depth in the order as it is found in this request for proposal. The following information, at a minimum shall be submitted:

1. Background statement including the name of firm/individual, capabilities, history, and other general introductory information. In addition, the name, title, address, telephone/fax numbers of the individual with authority to negotiate and contractually bind the firm. Provide a summary depicting the overall size of the firm, with an organizational chart. List all the municipalities the firm is currently serving with primary contact information. Detail any work you do that is not related to municipalities and what percentage of the overall business of the firm this represents.
2. Qualifications, resumes and position with firm for personnel that will be assigned to work on matters pertaining to the Town of Groton.
3. A detailed summary of all areas of expertise and experience to include the types of services supplied to past and present clients. This information should include areas of specialization and experience in such matters as: general municipal law, planning and zoning, environmental law, sustainable energy, laws against discrimination, procurement, utilities, conflict of interest, construction and consultant contracts and services.
4. A detailed description of how the law firm or individual will supply legal services to the town and general approach to serving as Town Counsel. Please identify the proposed primary contact person with the Town and if one or more attorneys will be assigned to the Town. If more than one attorney will be assigned to the Town, how consistency will be maintained between counsel and each Board or Commission.

5. A list of references that includes any municipalities that have been represented by the law firm or individual attorney within the past five (5) years.
6. A listing of any complaints or grievances filed, with outcome, against the law firm or individual attorney within the past five (5) years. If your services have been terminated or you were not reappointed by a municipality, please list and explain the circumstances. Also please indicate if you have ever terminated a contract with a municipality, if so please explain the circumstances.
7. A detailed proposal regarding the expenses involved for the provision of Town Counsel services including any retainer, hourly rate of personnel providing these services, reimbursable expenses, and other costs involved. A detailed proposal regarding the expenses involved for the provision of Town Counsel services including any retainer, hourly rate of personnel providing these services, reimbursable expenses, and other costs involved. This should include proposals for annual maximum legal expenses, as applicable, as well as what services are included in the retainer.
8. Cost Containment: Special attention should be paid to recommendations for managing and controlling the cost of legal services. The Town is interested in receiving innovative cost containment proposals and suggestions for Town Counsel services. This request should include proposals for review and improvement of current procedures, quality control measures, the manner in which specialists will be retained, and any other suggestions regarding the function of Town Counsel and cost containment measures.
9. The Town Counsel is required to provide annual training sessions to Town Boards, Commissions and staff. The proposals should detail the manner in which the Law firm or individual attorney proposes to provide these legal services including the suggested topics and frequency of training. The cost, if any, for these services should be detailed.

#### NON-BINDING

This is a Request for Proposal (RFP) and is not to be construed as an offer to enter into a contract.

#### PROPOSAL EXPENSES

The Town of Groton shall not incur or be responsible for any expenses incurred by any Proposer or others as a result of the proposal process. All expenses will be the proposer's sole responsibility.

#### ADDENDA AND INTERPRETATION

No oral interpretation or answer to a question relating in any way to this Request for Proposal will be given. All interpretations and other information will be in the form of written Addenda.



Should a proposer (firm) find discrepancies, omissions, or items requiring clarification the proposer shall immediately request an interpretation. Requests for interpretation must be sent via e-mail to [mhaddad@grotonma.gov](mailto:mhaddad@grotonma.gov) by the close of business on Friday, May 7, 2021:

#### FINANCIAL CONDITION

Prior to execution of a contract, the successful bidder if requested by the Town must demonstrate, to the Town of Groton's satisfaction that they have adequate financial resources to meet its obligations and the ability to maintain such resources for the term of the contract.

#### TRANSITION PLAN

The bidder must describe how your firm transitions in implementing services to the Town of Groton, and how you would transition to a new firm in the event of transfer in the future.

#### INSURANCE REQUIREMENTS

All proposers must provide evidence of professional malpractice insurance, including coverage limits.

#### PAYMENT TERMS

The successful proposer shall invoice the Town monthly, or more frequently if requested by the Town. All invoices shall list the matter(s) worked on and the time associated with the invoiced amount. Please outline your payment terms as part of your proposal.

#### CONTENTS OF RFP/PUBLIC RECORDS

Once opened by the Town, a response to this RFP is public record under Massachusetts Public Records. The contents of the RFP as accepted by the Town may become part of any award as a result of this RFP. All RFP's, being public record, will be available for public inspection during normal business hours.

## Mark Haddad

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**From:** Shawn Campbell <shawn@grotoncountryclub.com>  
**Sent:** Wednesday, April 7, 2021 2:58 PM  
**To:** Mark Haddad  
**Subject:** GCC Carts

Mark-

After reviewing some of the minutes and watching some of the zoom discussions regarding the capital request for a new cart fleet I put together a small info sheet for questions I have noted.

Prior to starting at GCC I managed electric cart fleets for 28 Years, GCC is my first gas powered cart fleet.

A new cart fleet is set up as a conditional sale paid over time. We own the carts in full after the final payment.

Electric carts with (6) lead acid batteries fully charge overnight, roughly 8 hours of "trickle charging".

Electric cart battery life is 4-5 years, batteries generally have a 4 year warranty.

Electric cart chargers are supplied with the golf cart and they last 10 years or so under normal conditions, with a warranty of 4 years.

Electric carts begin to show their age based on the battery life, we should be prepared to replace the batteries after the 4th season. Roughly \$1,000 per cart.

Electric carts will easily last on a full charge for an entire day, I have had experience with them lasting 2 days due to power outages. Battery age will dictate extra day(s).

If approved the new fleet would arrive this summer (July/August).

Electric carts are generally a couple hundred dollars more than gas carts (per cart) to purchase.

Annual Cart revenue is roughly \$50,000, projecting \$75,000 this season (Covid)

Once the new fleet arrives and is fully operational we will hold an auction for the old gas fleet. A trade-in value will be provided from the vendor we select and that value will be the starting bid for each individual cart being auctioned. The remaining carts after the auction will be traded in.

Initial discussions with the Yamaha representative regarding the 2 year scenario: We would enter into a conditional sale for estimated 25k per year, after the second payment we could go to bid out a new 25 cart electric fleet and the remaining payments minus the trade-in value would be worked into the new deal.

Pros/Cons of 2 year scenario:

Pros

The 21 Yamaha gas carts have a new quiet-tech system which reduces noise, these were the carts of choice by far when the gas carts were demoed last summer. My concern was the longevity of the material used to make it quiet. No concerns if turned in after 2 seasons.



Lithium batteries are superior to lead-acid batteries. Cart companies are beginning to offer these batteries in their carts. 2 years from now I expect them to be standard in all carts, hopefully the price drops a bit and any potential issues regarding this new technology will be resolved.

No infrastructure cost, as we can store/charge 4 carts in the Snack Shack/GPH Building (tight fit) but can be done.

More time to consider the infrastructure needs/location for a fleet of 25 electric carts.

Cons

2 Years will not reveal the decay in battery performance due to terrain. Year 3-4 should begin to see a decline.

Here is a link to a battery comparison article:

<https://golfcarts.org/lead-acid-versus-lithium-ion-batteries-for-electric-carts/#:~:text=Lithium%20batteries%20are%20much%20lighter,the%20cart%20before%20reaching%20capacity.>

Lastly, if anyone has any questions regarding the carts I would like to have the question(s) in advance so I can research the correct answer with our distributor if needed.

Best,

Shawn Campbell