



# TOWN OF GROTON

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

## Select Board

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

**Town Manager**  
Mark W. Haddad

**SELECT BOARD MEETING**  
**MONDAY, MARCH 7, 2022**  
**AGENDA**  
**VIRTUALLY ON ZOOM AND THE GROTON CHANNEL**  
**PURSUANT TO THE OPEN MEETING LAW**  
**ZOOM ID: 850 5301 1119**

- 7:00 P.M.      Announcements and Review Agenda for the Public
- 7:05 P.M.      Public Comment Period
- I.      7:06 P.M.      Town Manager's Report
1. Town Manager's Explanation of Agenda Items
  2. Consider Accepting the Town Manager's Nominations for Appointment of Peter Carson to the Greenway Committee and Takashi Tada to the Conductorlab Committee and Make Said Appointments
  3. Consider Ratifying the Following Union Agreements  
  
SEIU 888 – Town and Library Employees  
SEIU 888 – DPW and Water Employees  
AFSCME, Council 93 – Town Supervisors  
Groton Police Patrolmen's Association  
NEPBA, Local 53 – Groton Police Superior Officers Association
  4. Update on Fiscal Year 2023 Proposed Operating Budget
  5. Update on Select Board Meeting Schedule Through Spring Town Meeting
- II.      7:10 P.M.      Items for Select Board Consideration and Action
1. Review the Revised/Updated ARPA Budget
  2. Consider Adding Ballot Question on Town Seal to 2022 Annual Town Election
  3. Consider Extending COVID-19 Booster Vaccine Deadline to March 31, 2022
  4. Review and Approve Comment Letter to Mass Housing on Heritage Landing Development
- III.      7:15 P.M.      Liquor License Violation Hearing – Omaha Realty LLC, DBA Boston Road Market

### OTHER BUSINESS

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

- A. Water Department – Manganese Issue – PFAS Issue
- B. Green Communities Application and Implementation
- C. Florence Roche Elementary School Construction Project
- D. Bystander Training (Feb. 8<sup>th</sup>, Feb. 24<sup>th</sup> & March 16<sup>th</sup>)
- E. Electric Car Charging Stations

### SELECT BOARD LIAISON REPORTS

- IV.      Minutes:      Regularly Scheduled Meeting of February 14, 2022  
                         Regularly Scheduled Meeting of February 28, 2022
- V.      8:00 P.M.      Executive Session – Pursuant to M.G.L., c. 30A, §21(a), Clause 2 – “To conduct strategy sessions with non-union personnel or to conduct collective bargaining sessions or contact negotiations with non-union personnel” – Purpose – Contract Negotiations with the Town Manager

### ADJOURNMENT

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



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**Town Manager**  
Mark W. Haddad

**To:** *Select Board*

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

**Subject:** *Weekly Agenda Update/Report*

**Date:** *March 7 2022*

### TOWN MANAGER'S REPORT

1. In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues, there are two items scheduled on Monday's Agenda. First, we have scheduled a Liquor License Violation hearing for Boston Road Market. Enclosed with this report is the Police Report describing the violation. Chief Luth and Sergeant Henahan will be in attendance at the hearing. Second, at the request of the Chair, we have scheduled an Executive Session at the end of the Meeting for the Board to receive an update on the progress of the negotiations with the Town Manager on a new three (3) year Contract.
2. The Greenway Committee has requested that I nominate Peter Carson for appointment to the Greenway Committee and the Conductor Lab Committee has requested that I nominate Takashi Tada for appointment to Conductor Lab Committee. I am nominating both of these individuals and would respectfully request that the Board accept these nominations and make the appointments at Monday's meeting.
3. I am pleased to report that we have reached Tentative Agreements with the following Unions:
  - SEIU 888 – Town and Library Employees
  - SEIU 888 – DPW and Water Employees
  - AFSCME, Council 93 – Town Supervisors
  - Groton Police Patrolmen's Association
  - NEPBA, Local 53 – Groton Police Superior Officers Association

Enclosed with this report are the Tentative Agreements with the five (5) Unions for your review and consideration. I would respectfully request that the Board consider ratifying these Agreements at Monday's meeting. We have one Union Contract left to settle.

4. With regard to the FY 2023 Proposed Operating Budget, we had a very good meeting with the Groton Dunstable Regional School District Committee last week on the status of their FY 2023 Budget Development. While they have yet to finalize the Budget, they received very good input from both Select Boards and Finance Committees of Groton and Dunstable. The School Committee expressed the desire for strong collaborations with both Towns. I expect to receive their final Assessment within the next month. I will update the Budget accordingly. Also, for the Board's information, all Collective Bargaining Agreements fit within funding set aside for Collective Bargaining within the Proposed Operating Budget.

**Select Board  
Weekly Agenda Update/Report  
March 7, 2022  
page two**

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

Monday, March 14, 2022	-Public Hearing on Spring Town Meeting Warrant
Monday, March 21, 2022	No Meeting
Monday, March 28, 2022	-Consider Appointments for the Town's Representative and Alternate Representative to the Nashoba Tech School Committee
Monday, April 4, 2022	Regularly Scheduled Meeting
Monday, April 11, 2022	-Finalize Warrant for 2022 Spring Town Meeting
Monday, April 18, 2022	No Meeting (Holiday)
Saturday, April 30, 2022	2022 Spring Town Meeting

**ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION**

1. Select Board Member Degen has requested that the Board review the current ARPA Budget at Monday's meeting. Enclosed with this report is the latest budget and what has been expended thus far. I look forward to reviewing this in more detail with the Board at Monday's meeting.
2. At last week's Select Board Meeting, Select Board Cunningham asked the Board to consider adding a Ballot Question to this year's Annual Election on the proposed changes to the Town Seal, instead of having a Town Meeting Warrant Article. As discussed, I reached out to Town Counsel and asked him if this was a possibility. Here is Town Counsels' Opinion:

*"The statute on town seals, M.G.L. c. 40, Section 47, provides: 'Each town shall have a seal, established at a town meeting, to be kept by the town clerk. Papers or documents issued from any office or board of the town may be attested therewith.' Since the seal must be established at town meeting, changes to the seal must be approved at town meeting. I do not believe a ballot question would suffice because there is a legal distinction between a town meeting and a town election. Further, I do not believe the Select Board has legal authority to set up a binding ballot question on this subject. That said, in accordance with M.G.L. c. 53, Section 18A, the Select Board is free to set up a "nonbinding public opinion advisory question" on this subject at the annual town election. Such a question could not legally change the seal, but it may provide the Town with a larger group of voters to opine on this issue than would ordinarily attend a town meeting. Like any ballot question, the language of the question must be provided to the Town Clerk at least 35 days before the election."*

Based on this opinion, I would not recommend a Ballot Question and allow Town Meeting to consider the Article at this Spring's meeting.

**Select Board**  
**Weekly Agenda Update/Report**  
**March 7, 2022**  
**page three**

3. I would respectfully request that the Board vote to extend the deadline for employees to receive the COVID-19 Booster Shot from March 15, 2022 to March 31, 2022. As discussed at last week's meeting, Melisa Doig was able to schedule to Booster Clinics (provided by Ayer Family Pharmacy) at the Groton Town Hall on March 16<sup>th</sup> and March 23<sup>rd</sup> from 10 a.m. to 12 p.m.
4. Enclosed with this report is the draft of the proposed Comment Letter to Mass Housing on the proposed 40B Project by Heritage Landing Development. I would respectfully request that the Board review and approve the letter at Monday's meeting.

MWH/rjb  
enclosures



Groton Police Department  
Incident Report

Page: 1  
02/11/2022

Incident #: 22GRO-55-OF  
Call #: 22-3968

Date/Time Reported: 02/04/2022 1823  
Report Date/Time: 02/04/2022 2023  
Status: Incident Open

Reporting Officer: Sergeant Kevin Henehan  
Approving Officer: Sergeant Kevin Henehan

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



#	SUSPECT(S)	SEX	RACE	AGE	SSN	PHONE
1	[REDACTED] AYER MA 01432-1055	M	W	20	[REDACTED]	[REDACTED]

Military Active Duty: N

BODY: NOT AVAIL.

DOB: 05/12/2001

LICENSE NUMBER: [REDACTED]

PCF #: NONE

COMPLEXION: NOT AVAIL.

PLACE OF BIRTH: NOT AVAIL.

ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

2	[REDACTED] [REDACTED] [REDACTED]	Home Phone	(Primary)	[REDACTED]	M	W	63	[REDACTED]	[REDACTED]
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Military Active Duty: N

BODY: NOT AVAIL.

DOB: 05/21/1958

LICENSE NUMBER: [REDACTED]

PCF #: NONE

COMPLEXION: NOT AVAIL.

PLACE OF BIRTH: NOT AVAIL.

ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

CallBack Number (Primary) [REDACTED]

#	OFFENSE(S)	ATTEMPTED	TYPE
	LOCATION TYPE: Convenience Store BOSTON RD MARKET 871 BOSTON RD GROTON MA 01450		Zone: Groton Sector 1

Groton Police Department  
Incident Report

Page: 2  
02/11/2022

Incident #: 22GRO-55-OF  
Call #: 22-3968

#	OFFENSE(S)	ATTEMPTED	TYPE
1	LIQUOR, PERSON UNDER 21 PROCURE 138/34A/C 138 34A OCCURRED: 02/04/2022 1823	N	Misdemeanor
2	LIQUOR TO PERSON UNDER 21, SELL/DELIVER 138/34 138 34 OCCURRED: 02/04/2022 1823	N	Misdemeanor

#	PERSON(S)	PERSON TYPE	SEX RACE	AGE	SSN	PHONE
1	[REDACTED] AYER MA 01432-1055 DOB: [REDACTED]	PARENT	M W	[REDACTED]	[REDACTED]	[REDACTED]

#	OTHER PROPERTIES	PROPERTY #	STATUS
1	HAPPY DAD HARD SELTZER QUANTITY: 12 SERIAL #: NOT AVAIL DATE: 02/04/2022 OWNER: [REDACTED]	22GRO-14-ER VALUE: \$21.00	Seized (Not Previously Stolen)

Groton Police Department

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NARRATIVE FOR SERGEANT KEVIN HENEHAN

Ref: 22GRO-55-OF

Entered: 02/04/2022 @ 2036      Entry ID: KH2008  
Modified: 02/07/2022 @ 1927      Modified ID: KH2008  
Approved: 02/05/2022 @ 2242      Approval ID: KH2008

On Friday, February 4, 2022, I, Sgt. Kevin Henehan was assigned to uniformed patrol duties in marked police vehicle #6 for the Town of Groton. I was working the 3:00 PM to 11:00 PM shift.

At approximately 6:00 PM, I pulled into the business parking lot of the Boston Road Market Liquor Store, 871 Boston Road/Rte. 119 with the intent of performing an area business check. As I pulled into the lot my attention was drawn to a young, caucasian male who had just exited his parked vehicle, MA REG#: [REDACTED] (2019, Dodge Challenger, Gray). I observed the young man enter the liquor store. In my judgement, the male party looked to be in his late teens or early twenties. I pulled into the left corner of the lot approximately thirty feet from the Dodge Challenger and ran a registration query on my cruiser's mobile data terminal (MDT).

I noted that one of the co-registered owners was listed as [REDACTED] Nicholas [REDACTED] Ayer, MA. His birth date was listed as 05/12/2001, confirming my suspicion that he was in fact 20 years old and underage. I pulled up his registry photograph and confirmed that it was the same person I had observed exit the vehicle and enter the liquor store.

I remained in my cruiser and waited approximately five minutes before observing Nicholas exit the store carrying a cardboard box container that I recognized as a standard container for twelve cans of alcohol. I observed Nicholas open the trunk of his vehicle and place the container in the trunk before closing it shut. He then walked toward the driver's side front door.

I pulled the cruiser next to Nicholas' vehicle, rolled down my window, and called out to the him asking for him to come speak with me. He approached my open passenger side window and appeared visibly nervous. I asked his birth date and he responded May 12th. I asked him the year and he hesitated and paused. He then admitted that he was four months shy of his twenty-first birthday. I requested his license and any fraudulent forms of identification that maybe in his possession. He reached into his wallet and handed my his valid Massachusetts license and a fraudulent Massachusetts license which listed his birth date as 05/12/1999. The fraudulent I.D. was seized and submitted into evidence. Nicholas stated that he had purchased the fraudulent I.D. online for \$80.00.

During the brief investigation, Nicholas was forthcoming and honest. He admitted to purchasing a twelve pack of Happy Dad Hard Seltzer approximately 5 minutes prior to our conversation. He stated that he paid approximately \$21.00 and purchased the alcohol from a clerk inside the store whom he described as a caucasian male, in his sixties with a grey mustache. Nicholas reached into his trunk and handed me the twelve pack which I confiscated, labeled, and submitted into the property room as evidence.

Nicholas stated to me that he did not provide the clerk with any form of identification this evening as he had not requested him to do so. He did not request the receipt. Nicholas explained that he has made prior alcohol purchases from Boston Road Market Liquors, approximately fifteen over the past year. He stated that on some occasions he has used his fraudulent identification depending on who was working the front desk.

I instructed him to contact his father, Mr. Michael [REDACTED] he was the co-registered owner of the vehicle and Nicholas still resides under his roof. While on speaker phone with Mr. [REDACTED] I explained the liquor laws Nicholas had violated as well as the potential legal consequences of his actions. Nicholas was truthful, took responsibility for his actions and appeared contrite. I advised Nicholas that I would not be filing any criminal charges with regards to this matter. Mr. [REDACTED] thanked me for using my discretion and stated that he will be

Groton Police Department

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NARRATIVE FOR SERGEANT KEVIN HENNEHAN

Ref: 22GRO-55-OF

Entered: 02/04/2022 @ 2036 Entry ID: KH2008  
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taking appropriate disciplinary action with his son. Nicholas was permitted to leave the scene.

I entered the liquor store and made contact with the clerk, identified as Mr. Brian [REDACTED] whom matched the provided description. I advised the clerk what had transpired and asked if he recalled selling the alcohol to Nicholas without requesting identification. Mr. [REDACTED] stated that he usually requests identification but was not certain if he had on this specific transaction. I provided Mr. [REDACTED] with the time frame of the transaction and the product purchased. I suggested that he contact the owner of the business, Mr. Piyush Patel, and request that he review the interior video monitoring cameras in an attempt to seek documentation of this transaction. I explained that this incident would be documented and both the Massachusetts Alcoholic Beverages Control Commission as well as the Groton Select Board maybe notified.

Mr. [REDACTED] advised that he understood and agreed to request identification from all customers from this point forward.

End of report.



**Town of Groton**  
**Town and Library Employees, Service Employees International Union, Local 888**

**Tentative Agreement**

**January 24, 2022**

Based on a collective bargaining session held on January 24, 2022, the Town of Groton and SEIU, Local 888 (Town and Library) have tentatively agreed to the following:

**1. Article 8 – Wages, Section 1**

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** The Wage and Salary schedule shall be adjusted by eliminating Grade 1 and renumbering the remaining Grades 1 through 10. In addition, the high rate in each level shall be adjusted (after accounting for the Year 1 Wage Adjustment) as follows:

Grade 1 – Increase High Rate by 15%  
Grade 2 – Increase High Rate by 15%  
Grade 3 – Increase High Rate by 15%  
Grade 4 – Increase High Rate by 15%  
Grade 5 – Increase High Rate by 10%  
Grade 6 – Increase High Rate by 10%  
Grade 7 – Increase High Rate by 5%  
Grade 8 – Increase High Rate by 5%  
Grade 9 – Increase High Rate by 5%  
Grade 10 – Increase High Rate by 5%

The following Wage Increase Adjustment percentages will apply:

2½% wage increase July 1, 2022  
2% wage increase July 1, 2023  
2% wage increase July 1, 2024

In addition, in the first year of the agreement only, each employee shall receive a onetime cash payment of 1.5% (based on their Fiscal Year 2023 annual salary) paid on the second pay period of July, 2022 and not added to the employee's base pay.

## 2. Article 8 – Wages, Section 3

The Town and Union Agree to amend Section 3 to read as follows:

**Section 3.** The Town will institute a Performance Incentive Program that will allow eligible employees to earn up to an additional 2½% per year based on receiving a rating of meets expectations, above expectations or outstanding conducted by the individual department heads. For any employee who earns a 2½% Performance Incentive, 2% shall be added to their base (unless maxed out in a particular grade) and .5% shall be paid as a one-time cash bonus on the Second Pay Period of July.

## 3. Article 8 – Wages, Section 4

The Town and Union agree to amend Section 4 to read as follows:

**Section 4.** Employees will receive a yearly evaluation. Each October, the employee's supervisor will meet individually with the employee to review the employee's performance over the past twelve (12) months. The evaluation meeting will be held in a private setting, with enough advance notice given to the employee to allow him/her to complete his/her portion of the report. Either party will have the option of inviting the Human Resources Director to attend. The supervisor and employee will complete the evaluation document (See Appendix B). Prior to the evaluation interview, the employee will complete the Employee Input portion of the Performance Evaluation Form. The supervisor will review and score the Performance Competencies section of the evaluation using the scale below. All the individually scored components are then tallied to provide an overall score that will fall within the range listed below:

- 0 – Does Not Meet Expectation
- 1 – Needs Improvement
- 2 – Meets Expectations
- 3 – Above Expectations
- 4 – Outstanding

Total score	Merit increase
0 – 10	None
11 – 14	1.0%
15 – 19	1.5%
20 – 24	2.0%
25 – 28	2.5% (2% to base; .5% one-time)

Employees who feel the results of their annual evaluation do not fairly represent their true competencies and accomplishments will be invited to meet with their supervisor and the Human Resources Director in order to work out these differences. Should both parties be unable to resolve their differences at this meeting, the Town Manager will be given the final opportunity to hear comments from both the supervisor and the employee and then will offer a final decision on the matter. Once both parties have completed the Performance Evaluation, the final document is signed by the supervisor, the employee and the Human Resources Director. A copy is retained in the employee's file in the Human Resources Office. For those employees who do merit a performance increase, this amount is subject to approval by the Town Manager and will be

included in the following annual Operating Budget to be ratified at Town Meeting each spring. Newly hired employees who would otherwise miss the evaluation deadline may be eligible for a merit increase based on their performance as assessed during their six (6) month review. In such a case, the Town Manager may choose to negotiate a potential rate adjustment during the hiring process. Employees that have reached the top limit of their wage or salary range will be paid their merit increase in a lump sum payment in the second payroll period of the fiscal year.

#### **4. Article 13 – Holidays, Section 3**

The Town and Union agree to amend Section 3 to read as follows:

**Section 3.** Except for the Library, designated holidays that fall on a Sunday shall be observed on the following Monday and holidays that fall on a Saturday shall be observed on the previous Friday. Holidays that fall on days that the Library is regularly open shall be observed on the actual day of the holiday. For Offices with similar schedules to the Groton Town Hall, which are typically open from 8:00 a.m. to 7:00 p.m. on Mondays and 8:00 a.m. to 1:00 p.m. on Fridays, employees shall not be required to have to make up holiday hours on Fridays. They will be compensated for the number of hours they are scheduled to work on a particular holiday.

#### **5. Article 20 – Safety Equipment**

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** Upon submission of a receipt, the Town of Groton will provide up to \$150 per year for safety equipment including safety glasses and safety foot gear for any all employees in positions covered by this Agreement. All safety equipment must be pre-approved by the Supervisor.

#### **6. Article 21 – Clothing Allowance, Section 1**

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** Upon submission of a receipt, the Town of Groton will provide up to \$600 per year for cold weather and rain gear to include jackets, hats, gloves, pants, boots and/or shirts for any and all employees in positions covered by this Agreement. A supervisor must pre-approve requests by an employee that their position requires such clothing for the performance of their duties. This amount will be prorated for positions that work less than 40 hours per week. In no case will the pro-rated amount be less than \$25.

#### **7. Article 31 – Reclassification and Upgrading**

The Town and Union Agree to amend this Article by adding the following new paragraph to the end of the Article:

Alternatively, once per Agreement period, an employee may initiate a petition in writing for their position to be upgraded or reclassified. Such petition must be submitted to the JLMC for review. Such petitions must be submitted by August 31<sup>st</sup> of any Agreement Year. Any changes in grade as a result of this process shall become effective upon approval of the Town Manager or JLMC decision.

**8. Article 32 - Duration of Agreement**

The Town and Union agree that this Article will be amended to read as follows:

This agreement shall be effective upon execution by both parties and approved at a vote of Town Meeting for a period beginning July 1, 2022, up to and including June 30, 2025, and thereafter for a successive one (1) year period unless one of the parties hereto on or before January 15, 2025, or any subsequent termination thereafter, shall notify the party hereto in writing of its desire to modify or amend the same.

**APPROVED:**

**Town of Groton**

**SEIU, Local 888**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Town of Groton  
Highway/Transfer Station/Water Employees, Service Employees International Union,  
Local 888**

**Tentative Agreement**

**January 28, 2022**

Based on a collective bargaining session held on January 28, 2021, the Town of Groton and SEIU, Local 888 (DPW) have tentatively agreed to the following:

**1. Entire Agreement**

The Town and Union agree that the words "Highway and Transfer" will be changed to "Department of Public Works (DPW)" throughout the entire Agreement.

**2. Article VI – Pay Cycle/Work Week, Section 3.**

The Town and Union agree to add the following wording to the end of Section 3:

From April 15<sup>th</sup> through October 15<sup>th</sup>, the Transfer Station work schedule shall be Wednesday through Saturday from 7:00 a.m. to 5:00 p.m. On or about October 15, 2023, the Town and the Union will meet to review the schedule and mutually agree to either keep the schedule or revert back to original 5-day work week.

**3. Article VII – Wages, Section 1**

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** The Wage and Salary schedule "High Rate" in each Grade shall be adjusted by 2% in Year 1 only.

The following Wage Increase Adjustment percentages will apply:

2½% wage increase July 1, 2022

2% wage increase July 1, 2023

2% wage increase July 1, 2024

In addition, in the first year of the agreement only, each employee shall receive a onetime cash payment of 1.5% (based on their Fiscal Year 2023 annual salary) paid on the second pay period of July, 2022 and not added to the employee's base pay.

**4. Article VII – Wages, Section 5**

The Town and Union agree to amend Section 5 to read as follows:

**Section 5.** The Town will provide a Cross Connection Tester License/Certification Stipend of \$1,250 per year for up to three members of the Water Department and provide a Cross Connection Surveyor Stipend of \$350 per year to two members of the Water Department.

**5. Article VII – Wages, Section 6**

The Town and Union Agree that Section 6 will be amended by removing the words *“For the period of July 1, 2021 through June 30, 2022, any performance incentive will be a one-time cash payment paid on the second pay period of July, 2021 and not added to the employee’s base pay.”* from the first paragraph of Section 6.

**6. Article VIII – Overtime, Section 1**

The Town and Union agree to add the following wording to the end of the first paragraph of Section 1:

*“Overtime, exclusive of emergency snow and ice overtime, shall be distributed on a rotating basis in a fair and equitable manner within the DPW and Water Departments.”*

**7. Article VIII – Overtime, Section 3**

The Town and Union agree to amend the third paragraph of Section 3 to read as follows:

Sanding Operations will be on a rotating basis as determined by the DPW Director. The rate of compensation for Emergency Stand-by sanding operations shall be \$195.00 per week. Employees who are not engaged in the Sanding Operations rotation shall remain on a call back basis for storms that require the plowing of snow or other duties/operations that may be required. Any employee who does not adhere to this guideline will be subject to disciplinary procedures. The rate of compensation for emergency stand-by for plow operations shall be \$145 per week.

**8. Article IX – Emergency On-Call Pay, Water Department Section 2**

The Town and Union agree to amend Water Department Section 2 to read as follows:

**Section 2.** The rate of Compensation for the Emergency On-Call Pay for the Water Department shall be \$450 per week in Fiscal Year 2023, \$475 per week in Fiscal Year 2024 and \$500 per week in Fiscal Year 2025 with a minimum call out of two (2) hours. Should the employees be required to work beyond two (2) hours, they shall receive another two (2) hours of compensation, and then one (1) hour increments thereafter. Overtime pay shall not be paid during the employee’s regular scheduled work day.

**9. Article IX – Emergency On-Call Pay, DPW Section 1**

The Town and the Union agree to amend DPW Section 1 to read as follows:

**Section 1.** The rate of compensation during the summer season (April 16 – Nov 14) for emergency standby shall be \$145 per week. Callouts will be compensated at the four (4) hour min Rate.

**10. Article IX – Emergency On-Call Pay, DPW Section 2**

The Town and the Union agree to amend DPW Section 2 to read as follows:

**Section 2.** The rate of compensation for emergency on call pay for the Highway Foreman during the winter season shall be \$220 per week. The foreman will be required to receive all calls from the Police/communications center and determine/direct the appropriate resources and personnel required to mitigate the emergency call. The Town will provide a phone for department use or reimburse the employee for use of his/her private phone for town business. A copy of his/her bill will be required for authorization to reimburse the employee.

**11. Article XIV – Personal Days, New Section 3.**

The Town and Union agree to add a new Section 3 to Article XIV as follows:

**Section 3.** Employee Personal Time and Holiday Time benefits belonging to a particular fiscal year shall only be approved and paid out if the employee has (or is expected to have) actually worked hours in that same fiscal year.

**12. ARTICLE XX- Clothing Uniforms, etc., Section 2**

The Town and Union agree to amend Section 2 to read as follows:

**Section 2.** Clothing will consist of colors and styles suitable for the job as directed by the respective Department Head. They will be of sufficient quantity so the employee has clothing while the rest is being cleaned by the contracted service. Incidental clothing such as up to ten (10) t-shirts and up to six (6) sweatshirts will be provided on an annual basis by October 1st, including safety boots of good quality that are to be worn by employees at all times. Style and or type may vary as long as they are acceptable to the respective Department Head. Boots will be worn to work or the employee will not be paid for the day until he/she returns to work wearing proper safety boots and/or foot wear. Employees of the Department of Public Works shall be eligible for up to \$700 per Fiscal Year for these items. Uniforms that are provided will be worn during the workday or the employee will not be paid for the day until he/she returns to work wearing the required uniformed clothing unless prior approval and appropriateness of clothing has been met. Highway Dept. employees may wear hemmed shorts during summer if approved by the DPW Director. Cut-off shorts, gym shorts and cut-off t-shirts are not acceptable.

Employees regularly employed under the direction of the Water Department shall be entitled to purchase up to \$700 per Fiscal Year of clothing as approved in the Clothing Policy, including safety boots. The Superintendent shall pre-approve all clothing expenditures. Blue jeans and shorts will not be acceptable clothing during work hours for Water Department employees. Water Department employees shall receive incidental clothing, up to ten (10) t-shirts and up to six (6) sweatshirts on an annual basis by October 1<sup>st</sup>.

**13. Article XXXVI- Duration of Agreement**

The Town and Union agree that this Article will be amended to read as follows:

This agreement shall be effective upon execution by both parties and approved at a vote of Town Meeting for a period beginning July 1, 2022, up to and including June 30, 2025, and thereafter for a successive one (1) year period unless one of the parties hereto on or before January 15, 2025, or any subsequent termination thereafter, shall notify the party hereto in writing of its desire to modify or amend the same.

**14. Appendix A**

The Town and Union agree add the position of Facilities Foreman to Grade 11.

**APPROVED:**

**Town of Groton**

**SEIU, Local 888**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



**Town of Groton**  
**American Federation of State, County and Municipal Employees, Council 93**  
**Local 1703, AFL-CIO**

**Tentative Agreement**

**January 26, 2022**

Based on a collective bargaining session held on January 26, 2022, the Town of Groton and AFSCME, Council 93 have tentatively agreed to the following:

**1. Article 8 – Wages, Section 2**

The Town and Union agree to amend Section 1 to read as follows:

**Section 2.** The following Wage Increase Adjustment percentages will apply:

2½% wage increase July 1, 2022  
2% wage increase July 1, 2023  
2% wage increase July 1, 2024

In addition, in the first year of the agreement only, each employee shall receive a onetime cash payment of 1.5% (based on their Fiscal Year 2023 annual salary) paid on the second pay period of July, 2022 and not added to the employee's base pay.

**2. Article 8 – Wages, Section 4**

The Town and Union agree that Section 4 will be amended to read as follows:

**Section 4.** The Town will memorialize a Performance Incentive Program that will allow eligible employees to earn up to an additional 2½% per year based on receiving a rating of exceeds expectations or above expectations conducted by the Town Manager in the case of Department Head Reviews and individual department heads for all other employees. The established program shall be added as Appendix C. Any performance incentive paid to an employee be paid on the second pay period of July. Said performance incentive shall be a bonus payment and not added to the base pay of the employee.

### 3. Article 9 – Longevity, Section 1

The Town and Union agree that Section 1 will be amended to read as follows:

**Section 1.** The Town agrees to pay annually in a separate check, the following amounts of money to each employee for his/her years of service, years of service to be computed as follows:

#### Years of Service

Beginning the 11th- 15th	\$750
Beginning the 16 <sup>th</sup> - 20 <sup>th</sup>	\$1000
Beginning the 21 <sup>st</sup> - 24 <sup>th</sup>	\$1450
Beginning the 25 <sup>th</sup> plus	\$1750

### 4. Article 12 – Holidays, Section 1

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** Each standard employee of the Town shall be entitled to holidays with pay in accordance with the following schedule:

New Year's Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day/Indigenous People's Day
Veterans' Day	Thanksgiving Day
Christmas Day	

### 5. Article 13 Vacation, New Section

The Town and Union agree to add a new Section 5 to read as follows:

**Section 5.** On or about December 15, 2022 and on or about December 15, 2023, each member of the Union shall receive a one-time cash payment of \$1,000 that will not be added to the employee's base pay. This provision shall be removed from the contract on December 31, 2023.

### 6. Article 18 – Clothing Allowance, Section 1

The Town and Union agree to amend Section 1 to read as follows:

**Section 1. Clothing and Footwear Allowance** – Subject to approval of the Town Manager, all employees covered by this agreement shall be reimbursed for up to \$800.00 for clothing and footwear per fiscal year. Employees may charge boots at a town approved location or may be reimbursed for the purchase with required receipt. Due to the hazardous nature of some materials and the abrasive nature of the materials they work in, the Town may expend additional funds for its employees in any fiscal year for safety boots as may be deemed necessary.

**7. Article 25 – Insurance, Section 1**

The Town and Union agree that Section 2(1) shall be amended to read as follows:

1. The Employee shall receive twenty-five (25%) percent of the Town portion of the health insurance plan the Employee is enrolled in at the time of the "Opt-Out". The amount will be adjusted annually to reflect premium adjustments. The amount shall be provided to the employee divided by the number of pay periods in the Fiscal Year that it is being paid; and

**8. Article 25 – Insurance, Section 4**

The Town and Union agree to delete Section 4 in its entirety.

**9. Article 30 - Duration of Agreement**

The Town and Union agree that this Article will be amended to read as follows:

This agreement shall be effective upon execution by both parties and approved at a vote of Town Meeting for a period beginning July 1, 2022, up to and including June 30, 2025, and thereafter for a successive one (1) year period unless one of the parties hereto on or before January 15, 2025, or any subsequent termination thereafter, shall notify the party hereto in writing of its desire to modify or amend the same.

**APPROVED:**

**Town of Groton**

**AFSCME, Council 93**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Town of Groton  
Groton Police Patrolmen's Association  
Tentative Agreement  
January 31, 2022**

Based on a collective bargaining session held on January 31, 2022, the Town of Groton and the Groton Police Patrolmen's Association have tentatively agreed to the following:

**1. Article III – Bargaining Unit, Section 2**

The Town and the Union agree to amend Section 2 to read as follows:

**Section 2.** The unit as recognized.

**Included -** All permanent regular full-time police officers holding the rank of patrolman. The term permanent regular full-time employee herein shall be defined as an employee hired to work full-time, 40 hours per week and certified in accordance with M.G.L., Chapter 6E.

**2. Article IX – Court Appearances, Section 1**

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** An employee required by the Employer to appear in Ayer District Court during his non-scheduled work hours shall be compensated for a minimum of four (4) hours work at the overtime rate. An employee required by the Employer to appear in any court other than Ayer District Court during their non-scheduled work hours shall be compensated for a minimum of six (6) hours work at the overtime rate. Court appearances will only be compensated with due written notice for appearance from the court (summons or subpoena) or from the officer assigned to court prosecutions by the Chief.

**3. Article XIII – Pay, Section 1**

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** The Town and Union agree that there will be an interim adjustment to the Pay Schedule that will set a ten (10%) differential between Step 1 and Step 2; and a ten (10%) differential between Step 2 and Step 3 prior to any Cost-of-Living Adjustment. The following pay increases shall take effect as follows:

Effective July 1, 2022, there shall be a two and one-half (2½%) percent Wage Adjustment  
Effective July 1, 2023, there shall be a two (2%) percent Wage Adjustment.  
Effective July 1, 2024, there shall be a two (2%) percent Wage Adjustment

In addition, the Town agrees to pay each member of the Union a one-time cash bonus based on the employee's base pay (not added to the employee's base pay) of 1.5% to be paid on the second pay period of July, 2022. In addition, there shall also be a one-time COVID Services Stipend cash payment of \$1,000 to each Union member on the second pay period of July, 2022. This one-time payment will not be added to the employee's base pay.

**For Patrolmen:** The Base Rate shall be for Patrolmen who have no experience as a Police Officer and need to attend the Police Academy to become a certified Police Officer. The Three-Year Rate shall be for Academy Trained Patrolmen with less than five (5) years' experience as a Police Officer and less than three years of service to the Groton Police Department. The Five-Year Rate shall be for Academy Trained Patrolmen with five or more years' experience as either a Groton Police Officer or a Police Officer in another department.

**4. Article XIII – Pay, Section 4**

The Town and Union agree to amend Section 4 to read as follows:

**Section 4.** In addition to all other compensation due officers under this agreement, an officer assigned to the position of Full-Time Detective shall be paid a stipend of \$250.00 per month for each month such officer holds the assignment. Officers assigned to the position of Part-time Detective (D2, D3, SRO1, SRO2, K9 Officer, and Accreditation Manager. etc.) shall be paid an annual stipend of \$750.00 in the first payroll week of the fiscal year.

**5. Article XIII – Pay, Section 5**

The Town and Union agree to amend Section 5 to read as follows:

**Section 5.** During the term of this agreement, officers in certain specialty assignments shall be paid a yearly stipend. In May of each year the Chief of Police and union representatives shall meet to discuss which specialty positions shall be entitled to a stipend and the amount of each stipend. Each year a total of \$9,250 in specialty assignment stipends shall be awarded. This yearly stipend amount shall be exhausted each fiscal year. The specialty assignments for which yearly stipends may be paid, are as follows: Firearms instructor, taser instructor, defensive tactics instructor, field training officer, Nemlec officer, accident reconstruction, breathalyzer keeper of records, court prosecutor, equipment maintenance officer and senior liaison. Officers actively performing as a Field Training Officer (FTO) will accrue one (1) hour of compensatory time for ever four (4) hours of field training new employees. The specialty assignments for which a yearly stipend is paid may be amended each year only by mutual agreement of the Chief of Police and Union.

**6. Article XIII – Pay, Section 6**

The Town and Union agree to amend Section 6 to read as follows:

**Section 6.** Officers in Charge (OIC); If a superior officer is not assigned to a regular shift, then the OIC assigned to that shift shall be responsible for supervising the shift. These duties shall be all those required of a shift supervisor excluding discipline. The OIC shall be paid a \$50.00 stipend for each shift worked as an OIC.

**7. Article XVII – Career Incentive Base Pay, Section 5**

The Town and Union agree to amend Section 5 to read as follows:

**Section 5.** Any employee who is a member of the bargaining unit appointed after July 1, 2012, who is not eligible for benefits provided for in Massachusetts General Laws, Chapter 41, Section 108L (the so-called “Quinn Bill”) and has the appropriate degree as reasonably approved by the Town Manager and Chief of Police, shall be eligible to receive twenty-five (25%) of the benefit provided for in said Law, payable as outlined in Section 1 of this Article. Effective July 1, 2024, this amount will increase to fifty (50%) percent.

**8. Article XVIII – Private Details, Section 2**

The Town and Union agree to amend Section 2 to read as follows:

**Section 2.** The authority to assign a detail officer to a construction site, highway project or utility company repair rests with the Police Chief or his designee whenever the road is obstructed or the flow of traffic is hindered.

**Private Details:** Private details shall be paid at the rate of \$60 (Sixty) for Patrolmen, with a minimum of four (4) hours. This rate shall increase to \$61 (Sixty-One) on July 1, 2024. Work beyond four (4) hours shall be paid in four (4) hour increments up to eight (8) hours. After eight (8) hours, details will be paid at time and one half in (2) hour increments. If a detail is cancelled within two (2) hours of the start of the detail, the four (4) hour minimum will be charged. Private details required to be worked on any Holiday as defined in Article XX shall be paid at time and one half the Private Detail Rate. Details worked on holidays will be paid at time and one half of the holiday detail rate after eight (8) hours in two (2) hour increments. Patrolmen ordered in to work a detail, or an emergency detail or details expected to have more than 1,000 people or at a facility that can hold 1,000 people or more (with the exception of official Groton Dunstable School District Functions, Groton Road Race, July 4<sup>th</sup> Fireworks and Groton Fest) shall be paid at time and one-half. For purposes of this Article, an Emergency Detail shall be defined as a detail with less than four hours’ notice.

**9. Article XVIII – Private Details, Section 6**

The Town and Union agree to amend Section 6 to read as follows:

**Section 6.** Any detail required to be performed at the scene of a labor dispute, whether it be a recognized strike or wildcat strike, or picketing of any kind directed at an employer shall be paid at the rate of \$90.00 per hour to be paid in four (4) hour increments.

**10. Article XXX – In-House Training**

The Town and Union agree to delete this Article in its entirety and renumber the remaining Articles.

**11. Article XXXII – Miscellaneous, Section 6**

The Town and Union agree to amend Section 6 to read as follows:

**Section 6.** Fitness Standard- Members of the Union may voluntarily take part in an annual fitness test based on 50% of the MPTC Fitness Test. The test will be modified based on age and gender. Members who take part in the fitness test, and pass will receive a stipend of \$750. This test shall not be used for any disciplinary, and/or fit for duty issues. There will be no repercussion for not participating or failing the test. The test will be administered on an annual basis by the Chief or his designee on a date and time agreed to by both the bargaining unit and the Chief or his designee.

## **12. Article XXXII – Miscellaneous, New Section 8**

The Town and Union agree to add a new Section 8 to read as follows:

**Section 8.** Pursuant to the Town's Insurance Policy providing Chapter 111F Coverage shall be as follows:

A Covered Activity must be performed at the direction or with the knowledge, of an officer of the Policyholder and or Participating Organization. The "Covered Activity" with respect to Insured Police Officers, means activity, which is a normal duty of an Insured person under the authority granted by the Policyholder and /or Participating Organization including any:

1. Emergency response where immediate action is required on the part of the Insured Person and coverage would have been applicable had that employee actually been on duty;
2. Fund -raising activities including athletic activities solely for the purpose of raising funds for the Policyholder and/or Participating Organization or other non-profit organization when such fundraising is performed as an activity of Policyholder or Participating Organization; and
3. Class room training and/or performing duties, including physical fitness activity which are part of the Insured training curriculum at state certified programs for police/firefighters.

Some of the exclusions include, "jumping out of airplane", any form of "football, hockey, lacrosse, soccer, boxing, rugby and martial arts" or "league sports events"

## **12. Article XXXI – Duration of Agreement**

The Town and Union agree that this Article will be amended to read as follows:

This Agreement shall be in full force and effect from July 1, 2022 to and including June 30, 2025 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate is served by either party upon the other at least 60 days prior to the date of expiration of the original or extended contract.

**APPROVED:**

**Town of Groton**

**Groton Police Patrolmen's Association**

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Date: \_\_\_\_\_

**Town of Groton  
Groton Police Superior Officer Association  
NEPBA, Local 53**

**Tentative Agreement**

**February 1, 2022**

Based on a collective bargaining session held on February 1, 2022, the Town of Groton and the Groton Police Superior Officer Association, NEPBA, Local 53 have tentatively agreed to the following:

**1. Article III – Bargaining Unit, Section 2**

The Town and the Union agree to amend Section 2 to read as follows:

**Section 2.** The unit as recognized.

All permanent full-time sergeants certified in accordance with M.G.L., Chapter 6E employed by the Town of Groton, excluding the Chief, Captain, Deputy Chief, Lieutenant, Patrolmen, Dispatchers and all other employees of the Town of Groton.

**2. Article X – Uniform Clothing Equipment Maintenance Allowance**

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** Regular, full-time Sergeants shall be entitled to a Uniform Maintenance Allowance of \$1,800. A purchase receipt or a vendor's bill must be submitted with the request for reimbursement or payment. All purchases shall be subject to the approval of the Chief of Police as to specification and be a uniform designed by the Town. Newly appointed Sergeants shall receive an additional \$500.00 upon promotion to update current uniforms to Sergeant Specifications. Members may use the allowance to purchase clothing, footwear, equipment to assist in health and wellness, undergarments and attire required for Court, as well as equipment approved by the Chief of Police.

**3. Article XIII – Pay, Section 1**

The Town and Union agree to amend Section 1 to read as follows:

**Section 1.** The Town agrees to pay each member of the Union a one-time cash bonus based on the employee's base pay (not added to the employee's base pay) of 1.5% to be paid on the second pay period of July, 2022. In addition, there shall also be a one-time COVID Services Stipend cash payment of \$1,000 to each Union member on the second pay period of July, 2022. This one-time payment will not be added to the employee's base pay. The weekly base salary for positions in the Unit shall be as set forth below:



	<u>1-Jul-22</u>	<u>1-Jul-23</u>	<u>1-Jul-24</u>
<b>Sergeants Pay</b>			
Annual (52 Weeks)	\$ 85,532.94	\$ 87,243.60	\$ 88,988.47
Weekly (40 Hours)	\$ 1,644.86	\$ 1,677.76	\$ 1,711.32
Hourly	\$ 41.12	\$ 41.94	\$ 42.78
Time and ½	\$ 61.68	\$ 62.92	\$ 64.17

The Town agrees that the intent of the Collective Bargaining Agreement is to maintain a sixteen and one-half (16.5%) percent differential from the top step Patrolmen to the Sergeant's Base Rate.

#### **4. Article XIII – Pay, Section 5**

The Town and Union agree to amend Section 4 to read as follows:

**Section 5.** During the term of this agreement, any Sergeant in any specialty assignment shall be paid a maximum yearly stipend of \$1,500 for all specialty assignments they are required to perform by the Chief of Police.

#### **5. Article XVII – Career Incentive Base Pay, Section 5**

The Town and Union agree to amend Section 5 to read as follows:

**Section 5.** Any employee who is a member of the bargaining unit appointed after July 1, 2012, who is not eligible for benefits provided for in Massachusetts General Laws, Chapter 41, Section 108L (the so-called "Quinn Bill") and has the appropriate degree as outlined in MGL, c. 41 §108L, shall be eligible to receive twenty-five (25%) of the benefit provided for in said Law, payable as outlined in Section 1 of this Article. Effective July 1, 2024, this amount will increase to fifty (50%) percent.

#### **6. Article XVIII – Private Details, Section 2**

The Town and Union agree to amend Section 2 to read as follows:

**Section 2.** The authority to assign a detail officer to a construction site, highway project or utility company repair rests with the Police Chief or his designee whenever the road is obstructed or the flow of traffic is hindered.

**Private Details:** Private details shall be paid at the rate of \$60 (Sixty) for Sergeants, with a minimum of four (4) hours. This rate shall increase to \$61 (Sixty-One) on July 1, 2024. Work beyond four (4) hours shall be paid in four (4) hour increments up to eight (8) hours. After eight (8) hours, details will be paid at time and one half in (2) hour increments. If a detail is cancelled within two (2) hours of the start of the detail, the four (4) hour minimum will be charged. Private details required to be worked on any Holiday as defined in Article XX shall be paid at time and one half the Private Detail Rate. Details worked on holidays will be paid at time and one half of the holiday detail rate after eight (8) hours in two (2) hour increments. Patrolmen ordered in to work a detail, or an emergency detail or details expected to have more than 1,000 people or at a

facility that can hold 1,000 people or more (with the exception of official Groton Dunstable School District Functions, Groton Road Race, July 4<sup>th</sup> Fireworks and Groton Fest) shall be paid at time and one-half. For purposes of this Article, and Emergency Detail shall be defined a detail with less than four hours' notice.

**7. Article XVIII – Private Details, Section 6**

The Town and Union agree to amend Section 6 to read as follows:

**Section 6.** Any detail required to be performed at the scene of a labor dispute, whether it be a recognized strike or wildcat strike, or picketing of any kind directed at an employer shall be paid at the rate of \$90.00 per hour to be paid in four (4) hour increments.

**8. Article XXX – In-House Training**

The Town and Union agree to delete this Article in its entirety and renumber the remaining Articles.

**9. Article XXXI – Duration of Agreement**

The Town and Union agree that this Article will be amended to read as follows:

This Agreement shall be in full force and effect from July 1, 2022 to and including June 30, 2025 and shall continue from year to year thereafter until a successor Agreement has been reached.

**10. Article XXXII – Miscellaneous, Section 6**

The Town and Union agree to amend Section 6 to read as follows:

**Section 6.** Fitness Standard- Members of the Union may voluntarily take part in an annual fitness test based on 50% of the MPTC Fitness Test. The test will be modified based on age and gender. Members who take part in the fitness test, and pass will receive a stipend of \$750. This test shall not be used for any disciplinary, and/or fit for duty issues. There will be no repercussion for not participating or failing the test. The test will be administered on an annual basis by the Chief or his designee on a date and time agreed to by both the bargaining unit and the Chief or his designee.

**APPROVED:**

**Town of Groton**

**Groton Superior Officer Association**

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Date: \_\_\_\_\_

Proposed Budget for Town of Groton													
Coronavirus State and Local Fiscal Recovery Funds													
Spending Date	Allotment	Projects:											
		GDRSD	Comm Towers	Employee Retention	Fire Dept Ops FY23	DPW FTE Replacement	Water Mains	Sewer Pump Station - MassWorks	Mental Health	Covid Testing	Admin/ Consulting	Avail Funds	
	3,385,120	900,000	650,000	161,000	300,000	322,765	244,869	520,000	28,000	20,000	10,000	228,486	
Sep-21	(7,000)							(7,000)					
Oct-21	(96,000)					(90,000)		(6,000)					
Nov-21	(5,000)							(5,000)					
Dec-21	(594,333)	(442,495)		(138,398)				(2,000)	(10,000)		(1,440)		
Jan-22	(15,380)									(15,300)	(80)		
Feb-22	(2,430)									(2,430)			
Mar-22	0												
Apr-22	0												
May-22	0												
Jun-22	0												
Jul-22	0												
Aug-22	0												
Sep-22	0												
Oct-22	0												
Nov-22	0												
Dec-22	0												
Jan-23	0												
Total Spending	(720,143)	(442,495)	0	(138,398)	0	(90,000)	0	(20,000)	(10,000)	(17,730)	(1,520)	0	
	(720,143)	xft											
Avail Budget	2,664,977	457,505	650,000	22,602	300,000	232,765	244,869	500,000	18,000	2,270	8,480	228,486	
	2,664,977	xft											



## TOWN OF GROTON

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

## Select Board

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

**Town Manager**  
Mark W. Haddad

March 24, 2022

### **BY EMAIL**

Mr. Michael Busby, Relationship Manager  
Massachusetts Housing Finance Agency  
One Beacon Street  
Boston, MA 02108

RE: Proposed 40B-Heritage Landing  
Groton, MA  
MH ID No. 1137

Dear Mr. Busby:

The Groton Select Board has reviewed the developer's February 2, 2022 revised 40-B Heritage Landing application, and has discussed the matter at a public meeting on February 14, 2022. The Board has also invited both Department Heads and the public to submit comments that we are now submitting to you for your attention and consideration.

For the record, the Select Board supports this application. Specifically, the Board believes that this proposal:

1. Will produce 10 units of deed restricted affordable housing to be added to the SHI List;
2. The 30 units of market rate housing of moderate size (1,700 square feet) will provide housing at a price point lower than other new construction in Groton.
3. All units will have a first-floor bedroom which provides a degree of accessibility for seniors and others who have difficulty negotiating stairs;
4. The development will have 10 units that are handicapped accessible;
5. Future residents of this development may benefit from proximity to the recreational offerings of the nearby Cow Pond Brook Road ball fields.

In addition, the Select Board believes this property is a suitable location for family housing, as it was previously permitted for the same use as proposed. The Select Board further expects that the Developer will pay all fees in full and all legal septic requirements will be met.

Concerns about safety, noise and the potential 'attractive nuisance' of town facilities which are located near this development have been raised by other Town Committees and Officials. The Board agrees with these concerns and expects the Developer to ensure that appropriate measures to address these concerns are put in place.

**Mr. Michael Busby**  
**Relationship Manager**  
**March 24, 2022**  
**page two**

The attached comments are organized into categories by the source of the feedback. The attachments are grouped into sections for comments by Town departments, then Town committees and then the general public:

Town Departments

1. Robert T. Delaney, Jr., DPW Director for the Department of Public Works,
2. Thomas D. Orcutt, Water Superintendent for the Water Department,
3. Chief Steele McCurdy, Fire Chief for the Groton Fire Department,
4. Ira Grossman, Sanitarian and Agent for the Groton Board of Health,
5. Robert Garside, C.B.O., Building Commissioner and Zoning Enforcement Officer
6. February 14, 2022 notes from Select Board's discussion of the project with department heads

Town Committees/Boards

1. Housing Partnership
2. Affordable Housing Trust

General Public

1. February 9, 2022 comments by Jeff Wallens,
2. February 14, 2022 comments by Michelle and Timothy H. Smith, Valarie Boucher and Nancy Sarian, and Justin and Kelley Frazier, and
3. February 24, 2022 comments by Linda Bicknell
4. MIT Haystack Observatory (expected)

Thank you for your attention to this matter.

Sincerely,

Rebecca H. Pine, Chair  
Groton Select Board

RHP/fs

cc: Zoning Board of Appeals  
enclosures

**SELECT BOARD MEETING MINUTES  
VIRTUAL MEETING  
MONDAY, FEBRUARY 14, 2022  
UN-APPROVED**

**SB Members Present:** Rebecca H. Pine, Chair; Alison S. Manugian, Vice Chair; Peter S. Cunningham, Clerk; Joshua A. Degen, Member

**Members Absent:** John F. Reilly

**Also Present:** Mark W. Haddad, Town Manager, Dawn Dunbar, Executive Assistant, Hannah Moller, Tax Accountant, Takashi Tada, Land Use Director; Police Chief Michael Luth, Fire Chief Steele McCurdy, Nikolas Gualco, Conservation Administrator, Michelle Collette, Anna Eliot

Ms. Pine called the meeting to order at 7:00 PM and reviewed the agenda.

**TOWN MANAGER'S REPORT**

1. Mr. Haddad said the BOH lifted the mandatory mask mandate in public buildings and revised the requirements of mask wearing to a recommendation, this went into effect on February 11, 2022. Mr. Haddad said that the mask mandate in public buildings for employees has also been revised; employees will not be required to wear a mask when working or meeting with other employees. However, when meeting with a member of the public a mask must be worn. The Town Hall will be ending the appointment only at the end of the month as well as virtual meetings. Mr. Haddad explained that there is a state law in place which allows for meetings to be virtual until April 1st and there is a bill being presented to the Legislature to allow for virtual meetings to be held indefinitely. Mr. Haddad said that the Covid data continues to drop and the Town is currently at a 4.19% positivity rate. Mr. Haddad questioned the Board if they would prefer to decide tonight to open the public buildings and return to in person meetings or wait until the next scheduled meeting to vote. The Board was in favor of keeping the timeline of April 1st however agreed to vote at the February 28th meeting to ensure that the school vacation did not have any impact on positive Covid cases prior to making any final decisions.
2. Mr. Haddad said that he had been collaborating with the Sewer Commission and the developer regarding the Deluxe Property and receiving a MassWorks Grant to make improvements to the Nod Road Pump Station. The Select Board authorized the use of ARPA Funds and in order to be successful the project needs to be permitted and that will not be achieved before the due date in June. Mr. Haddad said that they will have to wait a year before submitting the grant and the article would not be included in the spring Town Meeting. The developer is continuing to receive permits from the State and is committed to financially support the project. Mr. Degen questioned if the developer is fully committed to supporting 50% of the engineer funds. Mr. Haddad explained that he preferred not to receive a commitment until there is a better understanding of the total costs. There is \$520,000 budgeted for the total project and they are in the process of receiving final numbers.
3. The Finance Committee is meeting tomorrow night along with the Select Board to discuss the FY2023 operating budget and the level of borrowing for the Florence Roche Elementary School. Ms. Moller will be presenting with a recommendation on how to move forward with the project. Mr. Haddad said that there will also be a discussion on the reductions that have been made in the budget. Nashoba Tech came in under \$17,000 of the number that was being carried in the budget, and the Town is receiving firm health insurance rates.
4. Mr. Haddad said that the next Select Board meeting is scheduled for February 28, 2022 and there is a good possibility of appointments occurring with the police dispatcher, deputy chief, and the patrolman. Mr. Haddad noted that an executive session is scheduled to further discuss collective bargaining. Mr. Haddad questioned if the Board would prefer to move into executive session pre or post the regularly scheduled meeting. The Board had a brief discussion and ensued moving into executive session after the public hearing. Mr. Haddad informed the Board that he needs to notify Boston Road Liquors of a violation hearing and will have to update them on the location of the meeting which can be conducted any time prior to March 7th.

## **SELECT BOARD ITEMS FOR CONSIDERATION**

Discuss/Develop Comments- Proposed Ch. 40B Proposal – Heritage Landing – Cow Pond Brook Road

Mr. Haddad said that Mr. Delaney submitted a letter regarding an agreement that he had obtained with the previous owner stating if the project was approved that the waterline would continue past the project to the DPW facilities. Ms. Stanley replied that there is a possibility to bind the agreement and would to be addressed when it reaches the ZBA process.

Mr. Cunningham called the Housing Authority meeting to order at 7:17 PM. Ms. Pine called the Affordable Housing Trust meeting to order 7:17 PM.

Ms. Pine briefly discussed the process of a 40B proposal. In the beginning stages MassHousing requests feedback from the Town and the Select Board will collectively hear from all the department heads. If the project is approved then the ZBA gains control over the management of the project and then there is additional opportunity for any residents to express their concerns. The initial proposal contained errors and was corrected on January 7th.

Mr. Cunningham questioned if the Town has the ability to request for an extension on the timeline to collect comments. Ms. Pine replied that an extension has already been requested. Ms. Manugian noted that the packet was amended.

Ms. Pine discussed the comments that she had received prior to the meeting. Mr. Delaney raised a concern for safety. Mr. Garside had said that all fees would be required to be paid and no waiver would be authorized. Mr. Orcutt also said that fees would not be waived and there is an agreement to extend the waterline to the project site.

Michael Luth, Chief of Police, said that the development is located along the property line of the shooting range, approximately 300 feet away. He was concerned about noise complaints and people accessing the Town property. There is currently a chain link fence around the shooting range and Chief Luth suggested a fence to be installed around the entire property line. Ms. Pine questioned when the range is utilized and suggested that all residents should be notified prior to any use. Chief Luth explained that the police use the range for two seasons and per contract four hours a month to maintain skills and any new employee who requires qualification. He said that the schedule is posted on social media to ensure all residents are made aware. Ms. Pine agreed that the installation of a fence should be required on both sides.

Steele McCurdy, Fire Chief, said he has been involved with the building process and has conversed with the applicant. There is a concern for a longer response time due to the fire station being 12 minutes away. He has requested that sprinkler systems are installed due to the density and the location however it is not required by any state laws. Mr. Cunningham questioned if there are sprinkler system requirements for larger units. Chief McCurdy replied that there needs to be three units or more to be in compliance with the building code. Mr. Garside stated that there are five duplexes and thirty single dwellings being proposed. A representative from the MassHousing told Mr. Garside that a development had been recently approved which was adjacent to a fire range. He explained that the Police Department and the developer would work out the range safety measurements.

Nik Gualco said if the development shifts to the south closer to the wetland buffer zones then there would be comments from the Conservation Commission.

Takashi Tada said that the Planning Board does not have any comments at this time. He did express that he is concerned with the close proximity to the shooting range and the topography of the site. There is a significant drop from the road to the site and an extensive amount grading would be required along with waivers. Mr. Tada explained that the project is proposed closer to the shooting range due to grading and the access to the site being more feasible closer to the DPW facility. The project also requires a conservation amended permit by the Mass Wildlife due to disturbing the endangered species habitat. The area on the far side would be required to remain open space for qualification of the permit. Ms. Manugian questioned when two access points are required. Mr. Tada stated that the ZBA would need to be made aware of the desire for two access points and the developer would be instructed to do so. Chief McCurdy said when it comes to a secondary entrance it is dictated through the engineer. Chief McCurdy questioned where the waterline would be installed. Mr. Haddad said the original agreement was to run the waterline all the way down to the DPW, as of today it would only be to the project.

Michelle Colette from the Board of Health said she spoke with Ira Grossman and he had sent an email to Mr. Haddad and Bob Garside stating that the project must comply with a Title 5 Septic System. The developer is projecting 13,000 gallons of sewage use which will require an onsite wastewater treatment. The BOH is questioning if irrigation well would be installed for landscape purposes and if so it would need to be permitted. Ms. Colette said that the BOH is concerned that the lot may require fill and if so the quality of the fill needs to be tested for permeability. She stated that an Environmental Certification has been submitted to address these issues.

Anna Eliot of the Housing Partnership commented that 40R as a mechanism for affordable housing was mentioned and questioned if the development is bordering Westford. She suggested that the Town consider negotiating the use of the hill across the street with the developer to alleviate parking issues for both the development and the recreational fields.

Mr. Degen questioned who is addressing the endangered species issue and questioned why the Town would want to use the hill across the street for parking. Mr. Gualco said that National Heritage would be overseeing the whole process of the endangered species. Mr. Degen commented on the new compost area being leased out and questioned who would address the issues of the smell impacting the new housing. Ms. Pine said that there is a house adjacent to the lot. Mr. Degen said that the site was mined many years ago and the topography is low due to strip mining and the water table had been intercepted. He questioned how flooding would be controlled with the new construction of roads and homes and the issues would have to be addressed by the engineers.

Phil Francisco of the Affordable Housing Trust questioned if it would be feasible to move the shooting range and if so request the developer to pay for the expenses. Chief Luth believed that the north east corner near the DPW is currently being used for the compost contract and there would be considerable costs to move the range.

Mr. Delaney said that the original proposal was a deeded restriction. The suggested use of the far corner of the DPW would not be adequate for the shooting range, the area becomes very wet and the other location further down has no utilities or infrastructure. Mr. Delaney reiterated that his main concerns were safety and the protection of the Town assets.

Mr. Cunningham noted that the property is continuous to the capped landfill and if the groundwater is tapped the water could become contaminated. He noted that the closure agreement may become in violation with the DEP.

Ms. Colette commented that the common practice of mining was to remove the natural soil and back fill with lesser quality soil. A septic system has to be installed in naturally permeable soil and the design engineer would have to further discuss with Mr. Grossman.

Mr. Tada said that the hill across the street would require the same review from Natural Heritage and a certified vernal pool is in close proximity to the area. Mr. Tada also noted that the engineer representing the development had requested the comments from Mr. Grossman regarding the onsite wastewater treatment and is currently reviewing those comments.

Ms. Pine reiterated the main comments which included: safety concerns around the shooting range, DPW facility, solar panels, and the access of the site in and out. She stated that it is important to include that the Town is in need of affordable housing and that this area was previously permitted. The property is next to existing housing and is in an appropriate location.

Ms. Manugian commented that life safety has an impact on the Town's average need for staff and suggested keeping the density closer to the center of Town.

John Sopka expressed great concern that the soil has been previously disturbed and there may be significant flooding as Mr. Degen mentioned. He wanted to ensure that there are considerable efforts put forward and there is not a repeat of Olive Way.

Justin, a neighbor of the property, said that there is no access to public transportation and that is a desire for affordable housing. He noted that there is a safety concern due to the increasing traffic from the new compost area and the property is in a valley and may be impacted by the smell. Justin said that he and a few neighbors are not in favor of the development and



recommended not rushing into the first opportunity provided. He then questioned when the 30 day extension expires. Ms. Pine replied approximately March 15, 2022.

Nancy Sarlan questioned the process of consolidating the comments and how they are compiled from residents. Ms. Stanley said that she would submit all comments to the MassHousing. Mr. Haddad said that Ms. Stanley is going to compile all the comments and there will be one document signed by the Chair of the Select Board to be submitted. Ms. Pine noted that there will be more opportunities for comments. Ms. Manugian was concerned with the comments from the public and not being relevant to the 40B process and requested that the comments are clearly identified by residents and the Town Departments. Ms. Pine commented that 40B developments are not required to meet all the bylaws of the Town.

Mr. Cunningham adjourned the Housing Authority meeting at 8:06 PM.

Ms. Pine adjourned the Affordable Housing meeting at 8:06 PM.

### **ON-GOING ISSUES**

1. Mr. Haddad questioned if there were any updates on the Manganese Treatment Plant. Mr. Orcutt said that the final bid would be in tomorrow at 2:00 PM and he would update the Town Manager.
2. Mr. Haddad said in regards to the Florence Roche Elementary School Construction Project that he was accompanied by the project manager, architect manager, and cost estimators from Gilbane Construction and presented to the CPC to request an out of cycle application. The CPC voted to accept the application into their process. Mr. Haddad said that the Building Committee will be meeting on February 28, 2022 to review the value engineering report.
3. Ms. Pine said that the next Bystander Training Session is scheduled for February 24, 2022 from 6:30 PM-8:30 PM. The topic of discussion is how to intervene when you are a witness that makes you uncomfortable in the workplace. Ms. Pine commented that approximately 35-39 people attended the first training session.

### **SELECT BOARD LIAISON REPORTS**

Mr. Haddad said that the Board granted permission for the Town Manager to sign the warrants until February 20, 2022. Mr. Haddad requested an extension to be authorized.

*Mr. Degen moved that the Board authorize the Chair, Becky Pine, to sign the warrants in conjunction with the Town Manager until March 20, 2022 or until the Board meets again in person sooner. Mr. Cunningham seconded. Roll Call: Manugian-aye; Cunningham-aye; Degen-aye; Pine-abstain*

### **MINUTES**

*Mr. Cunningham moved to approve the minutes of the regularly scheduled meeting on January 31, 2022. Ms. Manugian seconded the motion. Roll Call: Manugian-aye; Cunningham-aye; Pine-aye; Degen-aye*

*Ms. Manugian moved to adjourn the meeting at 8:13pm and move into executive session with no intent to return to the open session. Mr. Cunningham seconded the motion. Roll Call: Cunningham-Aye; Manugian-aye; Degen-aye; Pine-aye*

Approved: \_\_\_\_\_  
Peter S. Cunningham, Clerk

\_\_\_\_\_ respectfully submitted:  
Kristine Fox, Minute Taker

Date Approved:

**SELECT BOARD MEETING MINUTES  
VIRTUAL MEETING  
MONDAY, FEBRUARY 28, 2022  
UN-APPROVED**

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

**Also Present:** Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant to the Town Manager; Hannah Moller, Tax Accountant; Takashi Tada, Land Use Director; Police Chief, Michael Luth; Melisa Doig, HR Director; Patricia Dufresne, Town Accountant; Megan Foster, Principal Assistant Assessor; Michael Bouchard, Town Clerk; Bud Robertson, Finance Committee Chair

Ms. Pine called the meeting to order at 7:00 PM and reviewed the agenda.

**ANNOUNCEMENTS**

Ms. Pine said that they had a successful Bystander Training last Thursday and said everyone said it was very useful. She said that the next one would be held on Wednesday, March 16<sup>th</sup>.

Ms. Pine said that there were 2 jointly sponsored forums on the Town Seal coming up on Tuesday, March 8<sup>th</sup> at 2pm and Tuesday, March 29<sup>th</sup> at 7pm, both being held at the Center in West Groton.

Ms. Pine said that many people were inconvenienced by the recent closure of Broadmeadow Road. She said that they had appropriated money to dredge James Brook, and applied for a MassWorks grant which they were unsuccessful in receiving. She said that they had to go back to the original plan and were hopefully going to do the work this summer.

**TOWN MANAGER'S REPORT**

1. Mr. Haddad said that their Deputy Police Chief was reaching his mandatory retirement at the end of March. Mr. Haddad provided Deputy Chief Sheridan's police career background, thanked him for his many years of service to the Groton Police Department and the Town of Groton and wished him well as he entered this new chapter of his life. Mr. Haddad said that he had the pleasure of recommending for appointment, Sergeant Rachael Bielecki as the new Deputy Police Chief effective April 1, 2022. He provided Sergeant Bielecki's background and explained how this was the third time he had been appointing her to a position within the Department. He asked the Select Board to consider ratifying his appointment.

Chief Luth said that he had great personnel to choose from adding this was probably the most important decision he would make during his tenure in Groton. He said he was very excited to have Sergeant Bielecki as the next Deputy Chief.

*Mr. Degen moved that they affirm Town Managers appointment of Rachel Bielecki as Deputy Police Chief effective April 1, 2022. Ms. Manugian seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye; Degen-aye*

Mr. Haddad said that with the promotion of Sergeant Bielecki, they had a unique opportunity to appoint a Reserve Officer to the Department. Mr. Haddad provided Mr. Robert Wayne's background and asked the Select Board to consider ratifying his appointment.

*Ms. Manugian made the motion to ratify the Town Manager's appointment of Robert Wayne as a Patrolman. Mr. Degen second the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye; Degen-aye*

Mr. Haddad said that he was pleased to appoint Dezerae Rodrigues as a Dispatcher in the Communication Department and asked the Select Board to consider ratifying his appointment.

*Mr. Degen made the motion to ratify the Town Manager's appointment of Dezerac Rodrigues as a Dispatcher. Ms. Manugian seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye; Degen-aye*

#### **UPDATE ON MBTA MULTI-FAMILY DISTRICT ZONING BYLAW**

Mr. Takashi Tada said that new legislation had been enacted that applied to MBTA communities which Groton was one by means of it abutting commuter rail towns. He said that new requirements were placed on those communities to add multi family zoning of certain density, size, etc. He said that there was a time line for compliance that the Town needed to meet in order to be eligible for certain grants and explained those key milestones. He said that the first requirement had a May 2<sup>nd</sup> deadline which was to hold a briefing on the draft guidelines which they were doing that night. He reviewed the other major deadlines.

Mr. Tada said that the draft guidelines summarized what the law stated. He said that the draft guidelines also provided definitions found within the law. He said that the only definitions he wanted to cover were multi-family housing and multi-family district and provided the definitions for each of those. Mr. Tada said that reasonable size had been defined as not more than 50 contiguous acres of land. Mr. Tada said that the housing would be by right and not subject to special permit adding he thought the Planning Board might want to keep site plan review as allowed by current zoning. Mr. Tada summarized the capacity requirements as outlined by these draft guidelines. He added that the units could not be age restricted.

Mr. Haddad asked what an action plan would look like if they didn't have zoning in place as of December 31<sup>st</sup> and if the Planning Board had discussed that yet. Mr. Tada said that he thought it would need to include a timetable and how the Town planned to enact the zoning requirements but added that the Planning Board had not discussed that yet.

Ms. Pine said that there were 2 ways they needed to think about this. She said that the State was still collecting comments about this proposed zoning with a deadline of the end of March. She said they might want to think about sending comments. She said that the Planning Board was also working on creating the zoning they would conceivably bring to Town Meeting and may also want to provide the Planning Board with comments.

Ms. Manugian asked if Mr. Tada knew how Title 5 was being proposed. Mr. Tada said that these questions had been asked during forums adding they had a sewer district that would aid them in meeting these requirements and thought the Planning Board might propose that as part of their zoning.

Mr. Degen said that this was 50% more dense than 40B. Ms. Pine said she wasn't aware there was a density requirement for 40B. Mr. Degen asked if these 750 units was above and beyond the units as required by 40B. Mr. Tada said that this was unrelated to their 40B housing requirements adding there was no affordable component requirement. Mr. Degen said that this sounded like an unfunded mandate adding he wasn't against this adding the infrastructure cost to Towns was huge.

Ms. Pine said that 750 units of family housing with an average of 3-4 people per unit averaged 2,250-2,600 people. She said that 2,600 more people was a 23% increase in their population. She said that this would then mean they would need to build another 250 units of affordable housing to meet that requirement which further added to their population. She said that they would overwhelm their public safety departments, their schools and other infrastructure. She said that they needed to send comments to the State and urge them to look at the 750 unit requirements. She said that this number of units was not keeping within the character of their community which the guidelines stated they should do. She said that she would also be urging the Planning Board to require that 25% of these units be affordable to help them meet their housing numbers.

Ms. Manugian said that she had been on many of these calls wearing her Groton hat as well as her professional hat, adding many of these questions had been asked. She said that she had not seen any indication that these required unit numbers were going to change from the State. Ms. Pine said at this point she wasn't sure she could see this as a good thing for Groton. Mr. Degen suggested that the Board send comments to Mr. Haddad for compilation to discuss at their meeting the second or third week of March.

Mr. Haddad said he would like to send an application for technical assistance on behalf of the Town to the MRPC unless the Board had an issue with that. He said that the deadline was tomorrow. Mr. Tada explained that it was a technical assistance

grant and not a monetary grant. He said that for this round the MRPC would prioritize the applications for newly designated MBTA communities for those that wanted help with navigating this. He said that this was similar to the Housing Production Plan they utilized MRPC for. Mr. Degen said that he did not support this and utilizing tax payer dollars on this. Ms. Manugian said that they needed to understand what they needed to do.

Mr. Degen moved that they do not support the Town Manager seeking a technical assistance grant for this. There was no second.

Ms. Pine said she was in agreement conceptually with Mr. Degen but thought they should apply for technical assistance. Mr. Cunningham said he too agreed but thought this could help them dealing with potential impacts of this going forward as well as what other communities were dealing with also.

#### **TOWN MANAGER'S REPORT – CONT**

2. Mr. Haddad said he recommended that they open Town Hall to the public on Wednesday, March 2<sup>nd</sup> allowing him time to issue a press release. He said he also asked the Board to consider allowing that virtual meetings be extended through July 15<sup>th</sup> in accordance with State law adding he had received some requests for that. Mr. Haddad said that the number of cases had continued to decline which was good news. He also recommended that they remain remote for their meetings adding this would help the Cable Department with position vacancies.

Mr. Degen said he thought they should open Town Hall and go back to in person meetings. Mr. Cunningham agreed with Mr. Degen. Ms. Pine said she was in favor of opening Town Hall, allowing Boards to meet in person or virtually and was open to either virtual or in person meetings for their Board. Ms. Pine said that she thought they should require the public to wear masks in Town Hall and at their meetings. Ms. Manugian said she was with Mr. Degen and Mr. Cunningham and asked at what point Ms. Pine would think masks could come off. Mr. Haddad said that they had left masks up to the individuals and thought that was a good way to proceed. He said that he would like to follow the BOH's guidance.

*Mr. Degen moved to reopen Town Hall on Wednesday, March 2<sup>nd</sup>. Ms. Manugian seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye; Degen-aye*

*Mr. Haddad asked the Select Board to allow Boards and Committees to continue to meet virtually through July 15, 2022 subject to majority vote of each committee or board. Mr. Cunningham seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye; Degen-aye*

Mr. Haddad said that the Board would be back live next Monday night, March 7, 2022.

*Mr. Degen moved that the Select Board resume in-person live meetings effective March 7, 2022. Mr. Reilly seconded the motion.*

Ms. Manugian asked if they could hold off one more week adding she had a conflict.

*Mr. Degen revised his motion and moved that the Select Board resume in-person live meetings effective March 14, 2022. Mr. Cunningham seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye; Degen-aye*

3. Mr. Haddad asked the Board to ratify his appointment of Michael Kalil as a Per Diem Van Driver.

*Mr. Degen made a motion to ratify the Town Manager's appointment of Michael Kalil as a Per Diem Van Driver. Ms. Manugian seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye; Degen-aye*

4. Mr. Haddad reviewed the articles contained in the 2022 Spring Town Meeting Warrant. Mr. Haddad asked the Board if the fire truck should be included within the capital budget or a separate warrant article. It was preferred that

it be left as a separate warrant article. Mr. Bouchard explained why an additional voting machine was required and that he was trying to find out if the State will cover the cost because of the creation of the new voting precinct.

Mr. Cunningham asked if they should consider adding the Town Seal question to the ballot to potentially get a larger vote on this issue. Ms. Pine said that she was told that the initial town seal was voted on by Town Meeting and that a ballot vote was not required to change it.

Mr. Haddad said that a committee had studied electronic voting in 2014 and because it was so cost prohibitive, they decided to not recommend it. Mr. Haddad said that he, the Moderator, Town Clerk, IT Director and Ms. Dunbar had relooked at purchasing the handheld voting devices in 2019 which was found to be much more affordable. He said that Mr. Petropoulos was going to bring forward a citizen's petition to reexamine this. He said he reached out to Mr. Petropoulos and told him of the research they did in 2019 and said he would ask the Board to consider adding it to the warrant instead of it coming forward as a citizen's petition.

Mr. Degen said he was in favor of option 16A. Mr. Cunningham said he was in favor of 16A also and having a committee to study this but wasn't sure of the funding yet. Mr. Degen said that they needed to have a small committee to interview vendors to talk about things like cyber security and voting security. Ms. Pine said she was also in favor of 16A as was Mr. Reilly. Ms. Manugian said her biggest concern was the technology working and didn't support either one adding there was no need.

Mr. Haddad said that they received a citizen's petition relative to age restricted housing. Mr. Pine said she didn't understand this article. Mr. Haddad said that the Planning Board would be required to hold a public hearing on this because it had to do with zoning and could provide further information for the Select Board at the warrant public hearing.

Mr. Haddad said that they received a request for a non-binding resolution on fairness and that the proponents wanted to meet with the Board to discuss it. He asked if the Board would like to add this to the warrant. Mr. Cunningham asked if Town Counsel had weighed in on this. Mr. Haddad said that they originally wanted to submit wording for a home rule petition adding Town Counsel said it was a non-starter which led to the non-binding resolution. Mr. Degen said he thought this might lead to consternation. He said they shouldn't be opening up their town meeting to this. Ms. Pine was not in favor of adding this and neither was Ms. Manugian. Mr. Cunningham and Mr. Reilly agreed also that they understood the intent but was more complicated than they wanted to bring forward.

5. Mr. Haddad said that the School Committee was meeting tomorrow night to discuss multiple different budget scenarios.
6. Mr. Haddad reviewed the Board's schedule for the next few weeks.

#### **SELECT BOARD ITEMS FOR CONSIDERATION**

1. Mr. Haddad said that after a two-year hiatus due to COVID, the Nashoba Valley Chamber of Commerce was bringing back the Taste of Nashoba Event on Tuesday, March 22, 2022 to be held at Lawrence Academy from 5:30 p.m. to 8:00 p.m. He said that they were requesting a One Day All Alcohol License for the Event. Mr. Haddad respectfully requested that the Board consider approving this license.

*Mr. Cunningham moved to approve the request for a one day all alcohol license to the Nashoba Valley Chamber of Commerce for Taste of Nashoba to be held on Tuesday, March 22, 2022. Ms. Manugian seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye; Degen-recused himself*

2. Mr. Haddad said that they needed to perform a review of the Nod Road landfill site and received a quote for \$4,200 to do this. He said that when the landfill was closed in the 70's, the capping was not a requirement of DEP. He said he wasn't sure where this would lead, but thought they needed to investigate this. He said he was going to try to find the money in the budget but could look for a reserve fund transfer.

## MINUTES

*Mr. Cunningham moved to approve the minutes of the regularly scheduled meeting on February 7, 2022 as corrected. Ms. Manugian seconded the motion. Roll Call: Manugian-aye; Cunningham-aye; Pine-aye; Degen-aye; Reilly-aye*

*Ms. Manugian moved to adjourn the meeting at 8:54pm and move into executive session with no intent to return to the open session. Mr. Reilly seconded the motion. Roll Call: Cunningham-Aye; Manugian- aye; Degen-aye; Pine- aye; Reilly-aye*

Approved: \_\_\_\_\_  
Peter S. Cunningham, Clerk

\_\_\_\_\_ respectfully submitted:  
Dawn Dunbar, Minute Taker

Date Approved: