



**Town Manager**  
Mark W. Haddad

## TOWN OF GROTON

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

## Select Board

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

**SELECT BOARD MEETING**  
**MONDAY, FEBRUARY 24, 2025**  
**AGENDA**  
**SELECT BOARD MEETING ROOM**  
**2nd FLOOR**  
**GROTON TOWN HALL**

6:00 P.M.                      Announcements and Review Agenda for the Public

6:01 P.M.                      Public Comment Period

I.                      6:05 P.M.                      Town Manager's Report

1.    Vote to Approve the Issuance and Details of a Loan from the Massachusetts Clean Water Trust (Loan No. DWEC-24-80) and Sign Related Closing Documents
2.    Review the First Draft of the 2025 Spring Town Meeting Warrant
3.    Vote to Authorize the Inclusion of the Various Elected Committee Vacancies on the 2025 Town Election Ballot
4.    Update on Fiscal Year 2026 Budget
5.    Update on Select Board's Meeting Schedule through the 2025 Spring Town Meeting

II.                      6:10 P.M.                      Items for Select Board Consideration and Action

1.    In Joint Session with the Planning Board – Consider Appointing Russ Burke to the Planning Board to Fill a Vacancy on the Board
2.    Consider Approving the Intermunicipal Agreement between the Town of Groton Sewer Commission and the Town of Pepperell Department of Public Works
3.    Consider Approving a One Day Wine and Malt Beverage License for the Groton Neighbors for their Spring Member Party to be held on Friday, May 30, 2025 at the First Parish Church from 4:30 p.m. to 6:30 p.m.
4.    Consider Approving a One Day Wine and Malt Beverage License for the Friends of Prescott 10<sup>th</sup> Anniversary Celebration (Forge and Vine to Supply and Manage the Alcohol) to be held at the Groton School on Thursday, March 13, 2025 from 6:00 p.m. to 9:00 p.m.

III.                      6:15 P.M.                      Legislative Update with Senator John Cronin, Representative Margaret Scarsdale and Representative Danillo Sena

### OTHER BUSINESS

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

- A.    PFAS Issue
- B.    Nashoba Valley Medical Center Working Group
- C.    Charter Review Committee
- D.    Florence Roche Elementary School Construction Project
- E.    PILOTs

### SELECT BOARD LIAISON REPORTS

IV.                      Minutes: Regularly Scheduled Meeting of February 10, 2025

### 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:** *February 24, 2025*

### **TOWN MANAGER'S REPORT**

In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issue List, there is one item scheduled on Monday's Agenda. Senator Cronin, Representative Scarsdale and Representative Sena will be in attendance at Monday's meeting to provide a Legislative Update to the Board. The Board can also use this meeting to inquire about Chapter 70 and Unrestricted General Government Aid for FY 2026.

1. The Town is in the process of finalizing the interim loan with SRF for the Chicopee Row Water Main Project. In order to finalize the interim loan, the Town needs to approve the issuance. Specifically, the Select Board will need to vote to approve the issuance and details of the note and later bond that would be issued to the Trust. Hannah Moller will be in attendance at Monday's meeting with the necessary paperwork and vote language for Board adoption and approval. We can discuss this in more detail at Monday's meeting.
2. Enclosed with this Report is the First Draft of the 2025 Spring Town Meeting Warrant. I would like to take a few minutes reviewing the Draft with the Board. Please note that the public hearing on the Warrant with the Finance Committee will be on Monday, March 10<sup>th</sup>.
3. Pursuant to Massachusetts General Laws, Chapter 41, §10, the Select Board needs to vote to add the following vacancies to the 2025 Town Election Ballot. The following positions need to be added: Park Commission, Planning Board, Sewer Commission, Trustee of the Groton Public Library and Groton Housing Authority.
4. With regard to the Fiscal Year 2026 Budget, we can use this time on the Agenda to follow up on any issues that arose at the Joint Budget Hearing on Saturday, February 22<sup>nd</sup>. In addition, the Finance Committee will be meeting with Groton Dunstable Regional School District Officials on Tuesday, February 25<sup>th</sup>. We have posted a Select Board meeting should a majority of the Board wish to attend. Finally, please remember that we will be meeting in Joint Session with the Groton Finance Committee and officials from the Town of Dunstable and the Groton Dunstable Regional School District on Monday, March 3<sup>rd</sup> at the Groton Center.

**Select Board  
Weekly Agenda Update/Report  
February 24, 2025  
page two**

4. Please see the update to the Select Board's Schedule through the 2025 Spring Town Meeting:

Tuesday, February 25, 2025 -	-Finance Committee Meeting with GDRSD
Monday, March 3, 2025 -	-Joint Budget Meeting at the Groton Center
Monday, March 10, 2025 -	-Public Hearing on Spring Town Meeting Warrant
Monday, March 17, 2025 -	No Meeting
Monday, March 24, 2025 -	-Review Prescott Building Assessment – Determine if any Action Needs to be Taken
Monday, March 31, 2025 -	Regularly Scheduled Meeting
Monday, April 7, 2025 -	Regularly Scheduled Meeting
Monday, April 14, 2025 -	Regularly Scheduled Meeting
Monday, April 21, 2025 -	No Meeting – Patriot's Day Holiday
Saturday, April 26, 2025	Spring Town Meeting

**ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION**

1. The Select Board will be meeting in Joint Session with the Planning Board to consider appointing Russell Burke to the Planning Board to fill a vacancy on the Board until the 2025 Annual Town Election.
2. Enclosed with this Report is a proposed Intermunicipal Agreement between the Groton Sewer Commission and Pepperell Department of Public Works for the Town to continue to send Waste from the Groton Center Sewer District to the Pepperell Wastewater Treatment Plant. I would respectfully request that the Select Board vote to approve the IMA at Monday's meeting.
3. I would respectfully request that Select Board consider approving a One Day Wine and Malt Beverage License for the Groton Neighbors for their Spring Member Party to be held on Friday, May 30, 2025 at the First Parish Church from 4:30 p.m. to 6:30 p.m.
4. I would respectfully request that the Select Board consider approving a One Day Wine and Malt Beverage License for the Friends of Prescott 10th Anniversary Celebration (Forge and Vine to Supply and Manage the Alcohol) to be held at the Groton School on Thursday, March 13, 2025 from 6:00 p.m. to 9:00 p.m.

MWH/rjb  
enclosures

## Warrant, Summary, and Recommendations

# TOWN OF GROTON



## 2025 SPRING TOWN MEETING

Marion Stoddart Building Auditorium  
344 Main Street, Groton, Massachusetts 01450

Beginning Saturday, April 26, 2025 @ 9:00 AM

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Attention – Voters and Taxpayers

Please bring this Report to Town Meeting

**THE BUDGET HANDOUT FOR ARTICLE 5 IS AVAILABLE  
IN THE BACK OF THE WARRANT**

# **Introduction to Groton Town Meeting**

Voters are familiar with casting ballots in local and state elections, but they have another important civic duty in towns, the Town Meeting.

## **What is Town Meeting?**

The Town Meeting is the legislative body in the town form of government in Massachusetts. Town Meeting is a formal gathering of registered voters who propose, debate and vote on measures. Groton holds at least two Town Meetings per year.

## **What is a warrant?**

The warrant is the official notice to voters that a Town Meeting is scheduled. The warrant includes the date, time, location and a description of each subject to be acted on at Town Meeting. In Groton, the warrant must be posted in two public places and mailed to each household 14 days in advance of Town Meeting. “The warrant must contain a sufficient description of what is proposed so as to constitute an adequate warning to all the inhabitants of the town.”<sup>1</sup> “Every action taken at the meeting must be pursuant to some article in the warrant and must be within the scope of such article.”<sup>2</sup>

## **How does Town Meeting proceed?**

Voters attending Town Meeting must first check in with the clerks and receive an electronic voting handset which is required to vote. The meeting typically acts on the articles in the order that they are printed in the warrant. For each article, a main motion is made and seconded by voters and placed by the moderator on the floor for debate. Permission of the moderator is required to speak. The moderator presides and regulates the proceedings, decides all questions of order, and calls and declares all votes. After debate has ended, the moderator will call for a vote by use of the electronic voting handset. Please see page 3 of this Warrant for a full explanation of how Electronic Voting will work at Town Meeting.

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<sup>1</sup> *Town Meeting Time: A Handbook of Parliamentary Law* (page 12) Johnson, Trustman and Wadsworth, Third Edition, 2001.

<sup>2</sup> Id.

## **Who can attend?**

Town Meeting is open to the public. Only Groton voters are entitled to attend, speak and vote. Non-voters may be required to sit in a separate section. Non-voters may ask the moderator to speak on the topic of the debate.

## **How long is town meeting?**

Town Meeting concludes when all articles on the warrant have been acted upon. Town Meeting may conclude in one session or adjourn for subsequent sessions.

## **Explanation of a Consent Agenda**

A consent agenda is a procedure to group multiple main motions into a single motion for voting. A consent agenda saves time by eliminating the reading of multiple motions and explanations when there are no objections or questions. In Groton, a consent agenda generally consists of articles unanimously supported by the Select Board and Finance Committee. Articles that change by-laws or introduce new spending are typically not included. In this warrant, the Select Board has grouped articles in consent agendas and labeled them for easy reference.

## **How Consent Agendas Work**

As the first step to act on a consent agenda, the moderator will read the titles of the included articles. A voter who wishes to remove an article from the consent agenda for separate debate and vote should state “hold.” The held article will be set aside and acted on after the vote on the consent agenda. After the meeting agrees on the contents of the consent agenda, there will be no debate and the moderator will immediately call for a vote. Every motion included in the consent agenda will either pass or fail as a group. Voters should read the warrant and review the proposed consent agendas to identify articles they wish to remove for separate consideration.

# Electronic Voting at Town Meeting

Voting at Town Meeting will be conducted using an electronic voting system purchased by the Town of Groton as authorized by Town Meeting in October, 2022. Instead of using placards to be raised and counted, voters will use wireless handsets to cast their vote quickly, accurately and privately.



## Voter Check-In

At check-in, voters will be given a handset. No record is made of which voter receives which handset. All handsets will be tested prior to the meeting. Voters physically unable to use a handset will be seated in a manual-count section and their votes will be counted by tellers. For those with visual impairments, large handsets with braille are available.

## Test Vote

At the beginning of the meeting, the Moderator will conduct a test vote to get everyone comfortable with the voting procedures.

## Proxy Voting Prohibited

The handset given to a voter at check-in is for the exclusive use of that voter. Voting with a handset that has been issued to another individual is strictly forbidden.

## Voting

When the Moderator announces it is time to vote:

- Press 1A (green button) for YES →
- Press 2B (red button) for No →
- If you wish to not vote, press no buttons



## Handset Display

The display on the handset:

- OK means the system receiver has received your vote
- A "1" for Yes or "2" for No shows the vote the system received.
- The small "R" at the top of the screen indicates the handset is communicating with the receiver
- The icons in the top left indicate the WiFi signal strength.

## Help Desk

A Help Desk will be able to assist voters who have trouble with using the handset. If a handset malfunctions, a voter will receive a new handset.

## Handset Return

If you leave the meeting temporarily, please keep the handset with you. If the meeting ends or you leave, return the handset to the check-in table.



## **Town Meeting Access for Voters with Disabilities**

**Parking** – Universally accessible parking spaces are available in the parking lot in front of the Marion Stoddart Building (former Middle School South). There is a ramp providing access from the parking lot to the front door of the Building.

**Wheelchair Accessible & Companion Seating** – Wheelchair spaces, seating for people with mobility issues and companion seats are available in the center aisle on both sides of the auditorium.

**Sign Language** – A Sign Language Interpreter will be provided for the hearing impaired, upon request, at least one week prior to the meeting.

**Speaking at Town Meeting** – There will be volunteers available to bring hand-held microphones to voters who have mobility issues or cannot stand in line and wait at the microphones.

**Restrooms** – Accessible restrooms are available near the entrance to the auditorium.

**Transportation to Town Meeting** - The Council on Aging van will be available to Groton residents attending Town Meetings at no charge. All riders will be at the meeting prior to the start. The van is wheelchair accessible. Your reservation can be made by calling the Senior Center at 978-448-1170. Seats will be filled on a first come, first serve basis.

**Questions or concerns** - If you or a member of your household has questions or would like to request a sign language interpreter, please contact the Select Board's Office at Town Hall at 978 448-1111 at least one week before the Town Meeting.



**SPRING TOWN MEETING WARRANT**  
**APRIL 26, 2025**

Middlesex, ss.  
Commonwealth of Massachusetts  
To any Constable in the Town of Groton

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn said inhabitants of the Town of Groton qualified to vote on Town affairs to assemble in the Marion Stoddart Building Auditorium in said Town on Saturday, the twenty-sixth day of April, 2025 at Nine O'clock in the morning, to consider all business other than the election of Town Officers and on the twentieth day of May, 2025, between the hours of 7:00 A.M. and 8:00 P.M., at an adjourned session thereof at the following locations:

Precinct 1	The Groton Center 163 West Main Street	Precincts 2 & 3	Middle School South Gymnasium 344 Main Street
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to give their ballots for:

Vote for One	Board of Assessors	3 Years
Vote for One	Board of Health	3 Years
Vote for Two	Select Board	3 Years
Vote for One	Commissioner of Trust Funds	3 Years
Vote for Two	Groton-Dunstable Regional School Committee	3 Years
Vote for One	Groton Electric Light Commission	3 Years
Vote for Two	Park Commission	3 Years
Vote for Two	Planning Board	3 Years
Vote for One	Planning Board	2 Years
Vote for One	Sewer Commission	3 Years
Vote for One	Sewer Commission	1 Year
Vote for Two	Trustees of the Groton Public Library	3 Years
Vote for One	Trustee of the Groton Public Library	1 Year
Vote for One	Water Commission	3 Years
Vote for One	Groton Housing Authority	5 Years
Vote for One	Groton Housing Authority	3 Years

## **ARTICLES LISTING**

*	<b>Article 1:</b>	Hear Reports	7
*	<b>Article 2:</b>	Elected Officials Compensation	7
*	<b>Article 3:</b>	Wage and Classification Schedule	7
*	<b>Article 4:</b>	Appropriate FY 2026 Contribution to the OPEB Trust Fund	8
	<b>Article 5:</b>	Fiscal Year 2026 Annual Operating Budget	8
	<b>Article 6:</b>	Fiscal Year 2026 Capital Budget	9
	<b>Article 7:</b>	Community Preservation Funding Accounts	13
**	<b>Article 8:</b>	Community Preservation Funding Recommendations	14
	<b>Article 9:</b>	Proposed Amendment to the Groton Charter – Park Commission	17
	<b>Article 10:</b>	Proposed Amendments to the Groton Charter	17
	<b>Article 11:</b>	Amend Chapter 81 “Town Meetings” of the Code of the Town of Groton	18
	<b>Article 12:</b>	Amend Chapter 125 “Demolition Delay” of the Code of the Town of Groton	18
	<b>Article 13:</b>	Adopt Resolution – Reduce Statewide Greenhouse Gas Emissions	25
	<b>Article 14:</b>	Reduce the Four Corners Sewer District	25
	<b>Article 15:</b>	Amend Flood Plain Zoning District	26
	<b>Article 16:</b>	Endorse Master Plan	30
	<b>Article 17:</b>	MBTA Communities Multi-Family Overlay District (MCMOD)	31
	<b>Article 18:</b>	Accessory Dwelling Unit Amendments	36
	<b>Article 19:</b>	Citizens Petition – Town Wide Speed Limit	38
***	<b>Article 20:</b>	Funding For Destination Groton Committee	38
***	<b>Article 21:</b>	Funding For Sustainability Commission	39
***	<b>Article 22:</b>	Transfer Within the Water Enterprise Fund	39
***	<b>Article 23:</b>	Transfer Within the Sewer Enterprise Fund	40
***	<b>Article 24:</b>	Transfer Within Four Corner Sewer Enterprise Fund	40
***	<b>Article 25:</b>	Prior Year Bills	40
***	<b>Article 26:</b>	Current Year Line-Item Transfers	41
***	<b>Article 27:</b>	Appropriate Funding to Offset Snow and Ice Deficit	41
***	<b>Article 28:</b>	Debt Service for the Middle School Track	41
***	<b>Article 29:</b>	Transfer Bond Proceeds	42
***	<b>Article 30:</b>	Establishing Limits for Various Revolving Funds	42
		Budget Report of the Town Manager and Finance Committee to Town Meeting	44
		Fiscal Year 2026 Revenue Estimates	
		Fiscal Year 2026 Tax Levy Calculations	
		Appendix A – Fiscal Year 2026 Proposed Operating Budget	
		Appendix B – Fiscal Year 2026 Wage and Classification Schedule	
		Appendix C – Proposed Groton Charter	
		Appendix D – Red-Lined Chapter 125 – Demolition Delay	

\*Will be presented as one Consent Motion

\*\*CPA Funding Recommendations will be presented as One Consent Motion

\*\*\*Annual Consent Agenda. To be presented as one Motion

**Article 1: Hear Reports**

To see if the Town will vote to hear and act on the report of the Select Board and other Town Officers and Committees, or to take any other action relative thereto.

**Select Board**

**Select Board:**  
**Finance Committee:**

**Summary:** *To hear reports of Town Boards, Committees and Commissions and to accept the annual report and other reports that may be presented to Town Meeting.*

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**Article 2: Elected Officials Compensation**

To see if the Town will vote to set the compensation for the elected officials of the Town for the ensuing year, or to take any other action relative thereto.

**Town Manager**

**Select Board:**  
**Finance Committee:**

**Summary:** *To provide compensation for elected officials as proposed by the Town Manager. The Town Moderator is proposed to receive a salary of \$1,000 in FY 2026.*

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**Article 3: Wage and Classification Schedule**

To see if the Town will vote to amend and adopt for Fiscal Year 2026 the Town of Groton Wage and Classification schedule as shown in Appendix B of this Warrant, or to take any other action relative thereto.

**Select Board**  
**Town Manager**

**Select Board:**  
**Finance Committee:**

**Summary:** *The purpose of this Article is to set the wage and classification schedule for the three (3) employees (Executive Assistant to the Town Manager, Human Resources Director and IT Director) covered by the Personnel Bylaw. Under the policy of the Select Board, these employees receive the same benefits as contained in the Town Supervisors' Union Contract. These employees will receive a \_% cost-of-living adjustment in Fiscal Year 2026.*

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**Article 4:      *Appropriate FY 2026 Contribution to the OPEB Trust Fund***

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager, to be added to the Other Post-Employment Benefits Liability Trust Fund as authorized by Chapter 32B, Section 20, of the Massachusetts General Laws, or to take any other action relative thereto.

***Select Board  
Town Manager***

**Select Board:  
Finance Committee:**

**Summary:**      *The purpose of this article is to fund the Town's OPEB Liability. The Select Board and Finance Committee have adopted a funding policy for this purpose. One of the funding goals is to commit to an annual appropriation to the Trust that would keep the Net Present Value Liability from growing until such time as the Town can begin to pay down the liability. In Fiscal Year 2026, the anticipated amount necessary for this purpose is estimated to be \$200,000. This Article will seek an appropriation of \$200,000 from Free Cash to add to the OPEB Liability Trust Fund.*

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**Article 5:      *Fiscal Year 2026 Annual Operating Budget***

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money as may be necessary to defray the expenses of the Town for the next Fiscal Year (2026), and act upon the budget of the Finance Committee, or to take any other action relative thereto.

***Finance Committee  
Select Board  
Town Manager***

**Select Board:  
Finance Committee:**

**Summary:**      *In accordance with Section 6 of the Town Charter, the Finance Committee conducts its annual budget process by receiving the Town Manager's proposed balanced budget on or before January 31<sup>st</sup>; meeting with department heads and boards; holding public budget hearings in preparation for issuing its recommendations to Town Meeting; and presenting its budget recommendations at the Spring Town Meeting. The budget handout for this Article is contained in Appendix A of this Warrant. Please also see the Finance Committee's and Town Manager's Report which includes the Finance Committee's and Select Board's recommendations.*

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**Article 6: Fiscal Year 2026 Capital Budget**

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager in Fiscal Year 2025 and thereafter, for the purpose of funding the Fiscal Year 2026 Capital Budget, or to take any other action relative thereto.

**Town Manager**

**Summary:** *The following is the proposed Town Manager's Capital Budget for Fiscal Year 2026:*

**Item #1 – Pick-Up Truck** **\$75,000** **Highway**

**Summary:** *This is a scheduled replacement. The average life of a pick-up truck is approximately 7 years. By replacing one vehicle every couple of years, this will allow the fleet to stay in good shape. They are front line pick-ups used for day-to-day operations as well as snow plowing.*

**Select Board:**

**Finance Committee:**

**Item #2 – Excavator** **\$200,000** **Highway**

**Summary:** *This piece of equipment has turned out to be a tremendous time saver for the Department. The versatility from digging, tree pruning, log splitting and grapple work, setting curb and loading debris is outstanding. Trading in the machine a little sooner than later will retain its trade value tremendously. GELD contributed 75k to the last machine.*

**Select Board:**

**Finance Committee:**

**Item #3 – IT Infrastructure** **\$40,000** **Town Facilities**

**Summary:** *This item in the Capital Budget was established over ten years ago and has been very successful. In Fiscal Year 2026, the following items will be purchased/upgraded with this allocation: 10 replacement computers; Replace aging servers and storage arrays; Investment to expand the network and keep equipment and maintenance costs current; Network switch upgrades and increased wireless coverage and improve door lock and security system maintenance.*

**Select Board:**

**Finance Committee:**

**Item #4 – Municipal Building Exterior Repairs****\$50,000****Town Facilities**

**Summary:** *This appropriation will be used to continue to maintain all municipal buildings by performing various maintenance activities to prevent major breakdowns in all municipal building infrastructure. Priorities continue to change when it comes to the minor repairs and upgrades in the municipal buildings. With a set line item which is separate from minor capital, the Department can be flexible and change priorities instead of just doing it because it is on a list. Furnaces, a/c units, flooring and painting are some of the small items this capital program could handle with the flexibility provided.*

**Select Board:****Finance Committee:****Item #5 – Fork Lift/Mini Loader****\$125,000****Transfer Station**

**Summary:** *This is a vital piece of equipment at the Transfer Station. It is used to load the two balers located at the facility. In addition, it is used to move the various recyclables around the facility. This piece of equipment is a work horse and this should be considered a scheduled replacement.*

**Select Board:****Finance Committee:****Item #6 – Repaint Library Interior****\$50,000****Library**

**Summary:** *The Library needs a color refresh. The original paint, applied over 25 years ago, shows wear and tear throughout, and is also an outdated color scheme. By repainting the ceilings, walls, door jams, and interior window trim, and updating the color scheme of the three-story, 17,000 sq. ft. building, space can be revitalized to create a more modern but still warm, welcoming, and inviting interior to complement the other large-scale improvements made since 1999. This investment will not only enhance all public space as a whole but will be in keeping with the library's continued adaptation of services and resources to meet the community's ever evolving wants and needs. To reduce the disruption to our patrons and staff, this is a two-year phased painting project.*

**Select Board:****Finance Committee:****Item #7 – Property Improvements****\$25,000****Park Department**

**Summary:** *The Park Commission has been working over the past several years developing a strategy to address deficiencies in the various Park Department Properties located throughout Groton. Since FY 2015, the Town has appropriated \$25,000 each year so that the Park Commission can develop a capital improvement program that will allow them to keep the various park locations in good shape and avoid a major construction project to much success.*

**Select Board:****Finance Committee:**

**Item #8 – Police Cruiser/Motorcycle                      \$91,010                      Police Department**

**Summary:**     *Purchase of a police cruiser and motorcycle, and related equipment for replacement of vehicles that are no longer cost effective to maintain. This allows for less mileage per year, better maintenance scheduling, assignment of cars to officers and for a programmed replacement schedule that ensures line cars are rotated out at reasonable mileage and wear. Unmarked cars are rotated in the same fashion. The Town had leased a motorcycle in the past on a revolving three year basis. In an effort to save money, this year the Town will purchase a motorcycle to extend the life of the vehicle to five or more years.*

**Select Board:**  
**Finance Committee:**

**Item #9 – Command Vehicle                      \$73,718                      Police Department**

**Summary:**     *There are two command vehicles within the Police Department; one for the Chief and one for the Deputy Chief. This year, the Deputy Chief's command vehicle will be replaced. This should be considered a scheduled replacement.*

**Select Board:**  
**Finance Committee:**

**Item #10 – Parking Lights/Building Lighting                      \$12,000                      Police Department**

**Summary:**     *This funding will be used to install 3 light poles for the parking lot. The lot originally had 2 light poles which are no longer standing. The project needs new underground conduit, concrete bases, light poles, and electrical work. Three poles allow for sufficient coverage while minimizing light pollution. In addition, the funding will be used to replace outdated fluorescent lighting in the department training room which is original to the building.*

**Select Board:**  
**Finance Committee:**

**Item #11 – Electronic Control Device – “Tasers”                      \$10,500                      Police Department**

**Summary:**     *Current Electronic Control Device (ECD,Taser) is at end-of-life and not serviceable. Axon products provide integrated data storage for both the ECD and future acquired Body-Worn-Cameras (BWC) . The total cost of the ECD replacement is \$97,796. The Town received a JAG grant in the amount of \$50,000. The Town is responsible for four annual installments of \$10,500 for a total cost to the town of \$49,000. This is the first of four payments.*

**Select Board:**  
**Finance Committee:**

**Item #12 – Portable Light Tower                      \$14,000                      Police Department**

**Summary:**     *This will be used to purchase an additional tower for recurring large events requiring multiple light towers to be used at the same time, (Fireworks, Halloween, serious motor vehicle accidents).*

**Select Board:**

**Finance Committee:**

**Item #13 – Search and Rescue Drone** **\$14,000** **Police Department**

**Summary:** *This Search & Rescue Drone will replace an obsolete drone that is used for large area searches for lost people/suspects.*

**Select Board:**

**Finance Committee:**

**Item #14 – Golf Carts** **\$25,553** **Country Club**

**Summary:** *In FY 2023, the Town replaced the fleet of twenty-five golf carts with new 21 Yamaha gas powered carts and four Yamaha electric carts using a five year lease to purchase agreement at an annual cost of approximately \$25,000. This is the fourth of five payments.*

**Select Board:**

**Finance Committee:**

**Item #15 – Ventrac Attachments** **\$10,918** **Country Club**

**Summary:** *In FY 2024, the Town purchased a Ventrac unit using a five year lease-to-purchase agreement at an annual cost of \$10,918. This is the second payment of five payments. The Ventrac unit is a most versatile piece of equipment. The attachments already in use include units for plowing, aeration, seeding, landscaping and mowing difficult terrain. This vehicle is used on a daily basis.*

**Select Board:**

**Finance Committee:**

**Item #16 – Greens Equipment – Truckster XD** **\$14,736** **Country Club**

**Summary:** *This is a heavy payload 4x4 utility truck that will allow the transfer of up to 3,500 lbs. of debris, sand and loam to and from areas of the Course. This utility cart will replace the other utility cart in the Club's fleet that is over a decade old and is becoming unreliable. This vehicle will be used on a daily basis in the Spring and Fall when course cleanup is a daily occurrence. During the Summer months, it will be used for various Course projects. This vehicle will be paid for over five years. This is the third of five payments.*

**Select Board:**

**Finance Committee:**

**Item #17 – Greens Equipment – Greens Mower** **\$10,000** **Country Club**

**Summary:** *This item replaced a greens mower. The old mower will be converted to a tee & collar unit, and the old tee & collar unit will be converted to a greens roller unit. Ideally, the Club will purchase a new mower every five years. This is the second of four payments for this equipment.*

**Select Board:**



**Finance Committee:**

**Item #18 – PFAS Free Structural FF Gear**

**\$80,000**

**Fire and EMS**

**Summary:** *PFAS has been used in firefighting gear for a long time due to its ability to withstand high temperatures and repel water and oils. Firefighters have long been known to suffer from a highly increased rate of cancers that are caused by the use of PFAS. These chemicals are shown to contribute or are responsible for cases of breast, kidney, and testicular cancers within the fire service. Effective January 1, 2027, manufacturers and sellers of personal protective equipment for firefighters will be prohibited from knowingly selling gear containing “intentionally-added PFAS” chemicals, meaning PFAS chemicals or products that break down into PFAS chemicals that are intentionally added to the product during manufacturing. The Town needs to replace this equipment over the next two years.*

**Select Board:**

**Finance Committee:**

***Town Manager***

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**Article 7: Community Preservation Funding Accounts**

To see if the Town will vote to make the following appropriations from the Community Preservation Fund: Allocation of Community Preservation Funds to the following sub accounts:

CPC Operating Expenses:	\$
Open Space Reserve:	\$
Historic Resource Reserve:	\$
Community Housing Reserve:	\$
Unallocated Reserve:	\$

or to take any other action relative thereto.

***Community Preservation Committee***

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

**Summary:** *This is an accounting procedure that is necessary so that the Community Preservation Committee will have access to the funds raised during Fiscal Year 2026. Except for the CPC Operating Expenses, none of these funds will be spent without additional approval at Town Meeting.*

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**Article 8: Community Preservation Funding Recommendations**

To see if the Town will vote to adopt and approve the recommendations of the Community Preservation Committee for Fiscal Year 2026, and vote to implement such recommendations by appropriating a sum or sums of money from the Community Preservation Fund established pursuant to Chapter 44B of the Massachusetts General Laws, and by authorizing the Select Board, with the approval of the Community Preservation Committee, to acquire, by purchase, gift or eminent domain, such real property interests in the name of the Town, or enforceable by the Town, including real property interests in the form of permanent affordable housing restrictions and historical preservation restrictions that will meet the requirements of Chapter 184 of the Massachusetts General Laws, as may be necessary or proper to carry out the foregoing, or to take any other action relative thereto.

**CPC Proposal A: West Groton Rail Trail \$75,000**

**Summary:** *The West Groton Rail Trail Committee is requesting \$75,000 to initiate the legal process of securing the rights to a section of rail line, from the river bordering Ayer to Cutler Field, from the MBTA, as well as funding the relative environmental filings. To Fund this Project, \$75,000 will come from the Open Space Reserve.*

**Select Board:**  
**Finance Committee:**  
**Community Preservation Committee:**

**CPC Proposal B: Conservation Fund – FY 2026 \$400,000**

**Summary:** *The Conservation Commission is requesting \$400,000 to be added to Groton's Conservation Fund in order to preserve land for open space, agricultural recreation, and forestry activities, as well as to protect water resources and wildlife habitat. The Conservation Fund allows the Town to move quickly when a priority parcel becomes available. In the past, the Conservation Fund has been used to purchase conservation restrictions, agricultural preservation restrictions, and fee ownership of conservation land within Groton. To Fund this Project, \$100,000 will come from the Open Space Reserve and \$300,000 to come from the Unallocated Reserve.*

**Select Board:**  
**Finance Committee:**  
**Community Preservation Committee:**

<b>CPC Proposal C:</b>	<b>FY 2026 Housing Funds Request</b>	<b>\$400,000</b>
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**Summary:** *The Affordable Housing Trust (AHT) is requesting \$400,000 from the Community Housing Reserve in order to continue its work of creating and supporting Affordable Housing in Groton. This money will allow the AHT to respond quickly if property suitable for Affordable Housing comes onto the market. Community Housing Funds can be used to acquire, create, support, rehabilitate and/or restore affordable housing if acquired or created with CPA funds. The full amount to be paid from the Community Housing Reserve.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

<b>CPC Proposal D:</b>	<b>Cow Pond Brook Fields Improvements</b>	<b>\$4,800,000</b>
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**Summary:** *The Town Manager and Park Commission are requesting \$4,800,000 to implement construction of the previously funded master plan for the large area owned by the Town of Groton between Cow Pond Brook Road and Hoyts Wharf Road, this area is currently used by athletic groups and residents for recreation. The construction will address safety concerns, upgrade parking to meet demands, and make the site accessible. The renovation will also provide amenities requested by the community when surveyed, such as an improved entrance, gathering areas, multi-age playground, basketball court, and accessible perimeter walking path. To Fund this Project, Town Meeting will be asked to borrow \$4,800,000 to be paid back over ten to fifteen years. In addition, the Town has applied for a Land and Water Conservation Fund Grant to help offset the project cost.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

<b>CPC Proposal E:</b>	<b>Housing Coordinator – FY 2026</b>	<b>\$63,401</b>
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**Summary:** *This application is requesting \$63,401 in CPA funding from the Community Housing category to fund the wages and benefits of the Housing Coordinator position for the Town of Groton (25-hours/week). The full amount to be paid from the Community Housing Reserve.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

<b>CPC Proposal F:</b>	<b>Bancroft Castle Preservation</b>	<b>\$325,000</b>
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**Summary:** *The Groton Historic Commission is requesting \$325,000 to implement the restoration work recommended in the previously funded phase 1 engineering analysis, in order to preserve the Bancroft Castle structure. The full amount to be paid from the Historic Reserve.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

**CPC Proposal G: Prescott Community Center**

**\$185,000**

**Summary:** *The Friends of Prescott and Town Manager's Office is requesting \$185,000 to do the following renovations to the deteriorated building, replace failing wall materials, remove failing suspended ceilings, eliminate and replace suspended tubular fluorescent lighting to be replaced with LED schoolhouse lighting, remove carpeting and renovate hardwood flooring, eliminate disconnected telecommunications data lines, removal of redundant handrail and stair tread protectors, renovate existing tin ceilings, upgrade fire suppression system and alarms to meet current codes, refinish transom windows and replace glass as needed. The full amount to be paid from the Unallocated Reserve.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

**CPC Proposal H: Cow Pond Baseball Improvements**

**\$105,230**

**Summary:** *The Groton Dunstable Youth Baseball League with the support of the Park Commission is requesting \$105,230 to remodel 8 dugouts, remodel 4 batting cages, rebuild pitching mounds on all 4 baseball fields, and purchase a field conditioner with necessary materials, for the Cow Pond Brook Fields baseball fields. The full amount to be paid from the Open Space and Recreation Reserve.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

**CPC Proposal I: Town Field Improvements**

**\$377,377**

**Summary:** *The Town Manager and Park Commission are requesting \$377,377 to fully renovate the major league baseball diamond and Alvin Sawyer little league diamond at Town Field. This project builds on the previously funded design study and will relocate the little league field to remove it from the wetlands. The full amount to be paid from the Unallocated Reserve.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

**CPC Proposal J: Curatorial Storage**

**\$72,150**

**Summary:** *The Groton Historical Society is requesting \$72,150 to improve the conditions for storage on the third floor of the Boutwell House, where approximately 30% of the GHS's collection of historic objects are housed. The project will include minor conservation of items while the space has walls and ceilings repaired, installation of storage shelving, and mechanical ventilation to reduce extreme summer temperatures. The full amount to be paid from the Historic Reserve.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

**Summary:** *The Williams Barn Committee is requesting \$153,370 to renovate the 185-year-old historic structure. The work will include repairing a section of its foundation wall, replacing gable, fascia, and soffit boards, replacing 2 cracked support beams, and adding handrails to improve safety for all. The full amount to be paid from the Historic Reserve.*

**Select Board:**

**Finance Committee:**

**Community Preservation Committee:**

***Community Preservation Committee***

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**Article 9: *Proposed Amendment to the Groton Charter –Park Commission – Appointed***

To see if the Town will vote to authorize the Select Board to petition the General Court of the Commonwealth of Massachusetts for a special act to amend Chapter 41 of the Acts of 2022, the Groton Charter, by deleting the words “park commission” from Article 3, “Elected Officers”, Section 3.1.1 “Elective Town Offices”, and adding the words park commission to Article 3, “Elective Officers”, Section 3.2.4 “Appointing Authority”, or to take any other action relative thereto.

***Charter Review Committee***

**Select Board:**

**Finance Committee:**

**Charter Review Committee:**

**Summary:** *This proposed amendment to the Groton Charter by the Charter Review Committee would change the Park Commission from an Elected Board to an Appointed Board. The Select Board would appoint the Park Commission under this proposal. There would be no change to their statutory duties and responsibilities.*

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**Article 10: *Proposed Amendments to the Groton Charter***

To see if the Town will vote to endorse the revised Charter that is set forth in Appendix C of this Warrant and authorize the Select Board to petition the General Court of the Commonwealth of Massachusetts for a special act approving the revised Charter as the Town’s Charter and to take such further action as may be necessary for the adoption of the revised Charter, or to take any other action relative thereto.

***Charter Review Committee***

**Select Board:**

**Finance Committee:**

**Charter Review Committee:**

**Summary:** *The Groton Charter requires periodic review every ten years. In 2024, a Committee was formed to review the Charter and determine if changes were warranted. The Committee solicited input from the public and has reviewed suggestions and concerns during meetings over the last six months. The revised Charter seeks to (1) address this input; (2) address the appointment of the Police Chief, Fire Chief and Town Clerk; (3) clear up inconsistencies in the current Charter; and (4) address the responsibilities of the Department of Public Works with regard to the Town's parks and commons. A vote in favor of this Article will be the first step in adopting the revised Charter. A vote against this Article will allow the current Charter to remain in force.*

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**Article 11: Amend Chapter 81 "Town Meetings" of the Code of the Town of Groton**

To see if the Town will vote to amend Chapter 81 "Town Meetings" of the General Bylaws of the Town by deleting Section 81-4(A) in its entirety and replacing said section with the following:

**§81-4 Scheduling of Business**

- A. All business, other than the election of officers and the determination of such matters as by law are required to be by ballot, shall commence at times set forth in the warrants for said meetings approved by the Select Board. The election of officers and other voting by ballot shall be held on the third Tuesday in May of each year, at which time the polls shall remain open from 7:00 a.m. until 8:00 p.m.

or to take any other action relative thereto.

***Town Manager***

**Select Board:**

**Finance Committee:**

**Summary:** *The current bylaw states that the Annual Election shall be held on the fourth Tuesday following the first session of the Spring Town Meeting. In some years, when the Town Meeting is not held prior to the last Monday in April, the current wording could set the Annual Town Election the day after Memorial Day. To avoid that in the future, this Article proposes setting the Annual Town Election every year on the third Tuesday in May, regardless of when the first session of Town Meeting is held.*

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**Article 12: Amend Chapter 125 "Demolition Delay" of the Town Bylaws**

To see if the Town will vote to amend Chapter 125 "Demolition Delay" of the General Bylaws of the Town by deleting Chapter 125 in its entirety and replacing it with a new Chapter 125 "Demolition Delay" as follows (please see Appendix D of this Warrant for the red-lined changes to the current Chapter 125):

**Chapter 125 Demolition Delay**

**§ 125-1. Intent and purpose.**

- A. The Demolition Delay Bylaw is enacted for the purpose of preserving and protecting significant

buildings within the Town of Groton. Such buildings reflect distinctive features of the architectural, cultural, economic, political or social history of the Town, and their preservation protects these historic architectural assets which contribute to the overall culture of the community.

- B. The intent of the bylaw is to provide an opportunity to develop preservation solutions for distinctive and preserved historic properties threatened with demolition. The bylaw is intended to encourage owners and townspeople, with assistance from the Groton Historical Commission, to seek out persons who might be willing to purchase, preserve, rehabilitate or restore such buildings rather than demolish them, and to limit the detrimental effect of demolition on the historical architectural resources of the Town. To achieve these purposes, the Groton Historical Commission is empowered to advise the Building Inspector with respect to the issuance of permits for demolition of significant buildings, and, where appropriate and consistent with the intent and purpose of this chapter, to allow demolition under conditions designed to minimize the loss of distinctive features of significant buildings. The issuance of demolition permits is regulated as provided by this bylaw.

#### **§ 125-2. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**APPLICANT** — Any person or persons who is either the owner or legally representing the owner and applying for a permit to demolish any building or structure. The applicant may not apply for a future owner. The process outlined in this Bylaw resets upon the transfer of ownership of a property.

**BUILDING** — A structure enclosed within exterior walls or firewalls, built, erected and framed of a combination of any materials to form a structure for the shelter of persons, animals or property.

**BUILDING INSPECTOR** — The Town of Groton Building Commissioner, who is charged with the administration and enforcement of the State Building Code, 780 CMR, and is authorized to issue demolition permits.

**COMMISSION** — The Groton Historical Commission, which is charged with the identification, documentation and preservation of the historical resources of Groton.

**DEMOLITION** — Any act of pulling down, destroying, removing, razing or moving a building or commencing the work of moving or of total or substantial destruction with the intent of completing the same. Substantial demolition is defined as irreparably removing or altering any historically significant feature of a structure or removing twenty-five (25) percent of the volume of the structure or twenty-five (25) percent of the roof structure. This includes rebuilding any portion of a structure in which more than fifty (50) percent of the materials are replaced.

**DEMOLITION PERMIT** — The permit issued by the Building Inspector as required by the State Building Code for the demolition, substantial demolition or removal of a building.

**HISTORICALLY OR ARCHITECTURALLY SIGNIFICANT BUILDING** — Any building which, in whole or in part, is at least 75 years old, or is of unknown age and:

- A. Is listed on, or is a contributing building within an area listed on, the National Register of Historic Places, or is the subject of a pending application for such listing, or is eligible for such listing; or
- B. Is included in the Cultural Resources Inventory prepared by the Historical Commission; or

- C. Has been determined by vote of the Historical Commission to be a significant building after a finding by the Historical Commission that the building meets one or more of the following three criteria:
- (1) Historical importance. The building meets the criterion of historical importance if it:
    - (a) Has character, interest or value as part of the development, heritage or cultural characteristics of the Town of Groton, the Commonwealth of Massachusetts or the nation; or
    - (b) Is the site of an historic event; or
    - (c) Is identified with a person or group of persons who had significant influence on society; or
    - (d) Exemplifies the cultural, political, economic, social or historic heritage of the community.
  - (2) Architectural importance. The structure meets the criterion of architectural importance if it:
    - (a) Portrays the environment of a group of people in an era of history characterized by a distinctive architectural style; or
    - (b) Embodies those distinguishing characteristics of an architectural type; or
    - (c) Is the work of an architect, master builder or craftsman whose individual work has influenced the development of the Town of Groton or a wider region; or
    - (d) Contains elements of architectural design, detail, materials or craftsmanship, which represents a significant innovation.
  - (3) Geographic importance. The structure meets the criterion of geographic importance if:
    - (a) The site is part of or related to a square, park, or other distinctive area; or
    - (b) The structure, as to its unique location or its physical characteristics, represents an established and familiar visual feature of the neighborhood, village center, or the community as a whole.

**§ 125-3. Procedure.**

- A. No permit for the demolition of a significant building or part thereof shall be issued except as provided in this chapter, as well as in conformity with the provisions of other laws and bylaws applicable to the demolition of buildings and the issuance of permits generally.
- B. Application contents. Every application for a demolition permit shall be filed with the Building Inspector and shall contain the following information:
- (1) The address of the building to be demolished;
  - (2) The owner's name, address and telephone number;
  - (3) A brief description of the type of building and the condition requiring issuance of the permit;
  - (4) Age of building as established by the Board of Assessors, deed or documentation verifying year of construction;
  - (5) A brief description of the proposed reuse, reconstruction or replacement;
  - (6) Photographs clearly depicting the building in question.



- C. Within seven (7) days after receipt of any application for a demolition permit, the Building Inspector shall forward a copy to the Commission. No demolition permit shall be issued during this time.
- D. Within thirty (30) days after receipt of a copy of the application for demolition permit from the Building Inspector, the Historical Commission or its designee shall make a determination of architectural and/or historical significance ("determination of significance"). Upon determination by the Historical Commission that the building is not architecturally and/or historically significant, the Historical Commission shall so notify the Building Inspector and the applicant in writing. Upon receipt of such notification, or after the expiration of thirty (30) days from the date of application submission to the Building Department if the Building Inspector has not received notification from the Historical Commission, the Building Inspector may issue the demolition permit. Upon determination by the Historical Commission that the building is historically and/or architecturally significant, the Building Inspector and the applicant shall be so notified by the Historical Commission in writing within thirty (30) days from the date of application submission to the Building Department, and a demolition permit shall not be issued.
- E. The Historical Commission shall hold a public hearing within thirty (30) days of the determination of significance to determine whether the building should be preferably preserved. Public notice of the time, place and purpose of the hearing shall be published by the Historical Commission at the expense of the applicant in a newspaper of general circulation in the Town or online platform of comparable reach, as approved by the Commission, not less than fourteen (14) days before the day of said hearing and shall be posted on the Town's website for the same period.
- F. The Commission shall decide at the public hearing or within fourteen (14) days after the public hearing whether the building should be preferably preserved. If agreed to in writing by the applicant, the determination of the Commission may be postponed.
- G. If after a public hearing the Historical Commission determines that the significant building should not be preferably preserved, the Historical Commission shall, within twenty-one (21) days after the hearing, notify in writing the Building Inspector and the applicant of the determination and the Building Inspector may issue a demolition permit upon receipt of the written determination.
- H. If after a public hearing the Historical Commission determines that the significant building should be preferably preserved ("preservation determination"), the Historical Commission shall, within twenty-one (21) days after the hearing, notify in writing the Building Inspector and the applicant, and no demolition permit may be issued until twenty-four (24) months after the date of the preservation determination by the Historical Commission, and the applicant has met the requirements outlined in section 125-4.

Upon a determination by the Commission that a building is preferably preserved, no building permit for new construction or alterations to the subject building shall be issued for a period of twenty-four (24) months from the date of the determination unless otherwise agreed to by the Commission.

No permit for demolition of a building determined to be a preferably preserved building shall be granted until all plans for future use and development of the site have been filed with the Building Commissioner and have found to comply with all laws pertaining to the issuance of a building permit and any other approvals necessary for the intended use. All approvals necessary for the issuance of such building permit or certificate of occupancy including without limitation any necessary zoning variances or special permits, must be granted and all appeals from the granting of such approvals must be concluded, prior to the issuance of a demolition permit under this section.

If the site is proposed to be vacant, the property owner must file a signed affidavit with the Building Commissioner attesting that no development is planned for the site and that it will remain in a vacant state for the foreseeable future. No permit for any type of construction may be granted for the property in question under this subsection for an additional period of twenty-four (24) months following the expiration of the demolition delay, unless an exemption is granted by the Historical Commission.

Notwithstanding anything contained in Subsection G, the Building Inspector may issue a demolition permit for a building with a preservation determination at any time after receipt of written advice from the Historical Commission to the effect that either:

- (1) The Historical Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate or restore such building; or
- (2) The Historical Commission is satisfied that for at least twenty-four (24) months the applicant has made continuing, bona fide and reasonable efforts to locate a purchaser to preserve, rehabilitate or restore the subject building, and that such efforts have been unsuccessful.

#### **§ 125-4. Responsibility of owners.**

- A. Once a significant building is given a determination of significance by the Historical Commission, the applicant and owner shall be responsible for properly securing the building to the satisfaction of the Building Inspector, whether occupied or vacant. Should the applicant fail to so secure the building and the significant building is destroyed at any time during the twenty-four (24) month demolition delay period and such destruction could have been prevented by the required security measures as determined by the Building Inspector, it shall be considered a demolition in violation of this chapter.
- B. Also, the applicant shall allow the Historical Commission or a designee appointed by the Historical Commission access to the significant building and property, for the purpose of documenting the building under the survey process of the Massachusetts Historical Commission and for the purpose of showing the building to prospective purchasers or preservers.
- C. During the entire twenty-four (24) month demolition delay period, the property owner shall make a good faith effort to sell the property, unless granted an exemption by vote of the Historical Commission. This provision includes the following:
  - The significant building must be sold along with the land on which it currently sits to maintain its historic context. For the avoidance of doubt this requirement cannot be satisfied by the owner offering the building to be moved to another location, unless an exemption is granted by the Historical Commission. The amount of land to be sold with the significant building shall be governed by all applicable zoning regulations. If legally permitted, this may include the subdivision of the property. Any related expenses will be borne by the applicant.
  - The property in question must be publicly advertised for sale. This includes the conspicuous posting of such notice on the property, as well as in at least one (1) other suitable public outlet typically utilized by persons offering real estate for sale (including,

but not limited to, the Multiple Listing Service). This shall be done at the owner's sole expense. The twenty-four (24) month demolition delay period shall not begin until the provisions of this section are met and the applicant informs the Commission of such. If at any time during the demolition delay period the applicant ceases to meet the provisions of this section, the delay period may be paused until the provisions are once again met. The Commission will notify the applicant of any such pause, and the reason for the same.

- The offer for sale must be constructed in a bona fide and commercially reasonable manner. The object of this provision is limited to preventing the owner from impeding the preservation of the property by offering the property for sale other than on commercially reasonable terms.
- If the owner declines an offer to purchase the property in question and does not accept another offer within two (2) weeks, the applicant must inform the Commission, in writing, of the offer price and the reason that the offer was declined.

#### **§ 125-5. Emergency demolition.**

- A. Notwithstanding the other provisions of this chapter, the Building Inspector may issue a demolition permit at any time in the event of imminent and substantial danger to the health and safety of the public due to deteriorating conditions. Prior to doing so, the Building Inspector shall inspect the building and document, in writing, the findings and reasons requiring an emergency demolition, a copy of which shall be forwarded immediately to the Historical Commission. Before allowing emergency demolition, the Building Inspector shall make every effort to inform the Chairperson of the Commission of his intention to allow demolition.
- B. No provision of this chapter is intended to conflict with or abridge any obligations or rights conferred by Massachusetts General Laws, Chapter 143, regarding removal or demolition of dangerous or abandoned structures. In the event of a conflict, the applicable provisions of Chapter 143 shall control.

#### **§ 125-6. Enforcement and remedies.**

- A. The Historical Commission is authorized to adopt rules and regulations to carry out its duties and functions under this chapter
- B. The Historical Commission is specifically authorized to institute any and all actions and proceedings, in law or equity, as it may deem necessary and appropriate to obtain compliance with the requirements of this chapter or to prevent a threatened violation thereof.
- C. No building permit for any premises upon which a significant building has been voluntarily demolished in violation of this chapter shall be issued for a period of two years after the date of the completion of such demolition. The design shall first be reviewed, and must be accepted by, the Historical Commission. As used herein, "premises" refers to the parcel of land upon which the demolished significant building was located and all adjoining parcels of land under common ownership or control.
- D. Notwithstanding the foregoing, whenever the Historical Commission shall, on its own initiative or on application of the applicant, determine that earlier reconstruction, restoration or other remediation of any demolition in violation of this chapter better serves the intent and purpose of this chapter, it may, prior to the expiration of said period of two years, authorize issuance of a building permit, upon such conditions as the Historical Commission deems necessary or appropriate to effectuate the purposes of this chapter, and may so notify the Building Inspector.
- E. If the property owner fails to abide by the terms of section 125-4, the Historical Commission may

pause the demolition delay period until the provisions are met.

- F. The Commission is authorized to adopt a schedule of reasonable fees to cover the costs associated with the administration of this bylaw.

Any owner of a building subject to this bylaw that demolished the building without first obtaining a demolition permit in accordance with the provisions of this bylaw shall be subject to a fine of not more than Three Hundred Dollars (\$300). Each day the violation exists shall constitute a separate offense until a faithful recreation of the demolished building is completed or unless otherwise agreed to by the Commission.

#### **§ 125-7. Historic District Act.**

Nothing in this chapter shall be deemed to conflict with the provisions of the Historic Districts Act, Massachusetts General Laws Chapter 40C. If any of the provisions of this chapter do so conflict, that act shall prevail. Following a determination that the building is significant and preferably preserved, the Commission may recommend to town meeting that the building be protected through the provisions of Massachusetts General Law, Chapter 40C, the Historic Districts Act. The steps required under M.G.L. Chapter 40C shall be followed prior to the establishment of a local historic district. Buildings included within the boundaries of a local historic district established under M.G.L Chapter 40C shall not be subject to this bylaw so long as the proposed demolition is regulated by the local historic district bylaw.

#### **§ 125-8. Severability.**

In case any section, paragraph or part of this chapter is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, every other section, paragraph and part shall continue in full force and effect.

or to take any other action relative thereto.

#### **Historical Commission**

**Select Board:**

**Finance Committee:**

**Summary:**

**Article 13: Adopt Resolution – Reduce Statewide Greenhouse Gas Emissions**

To see if the Town will vote to adopt the following resolution in support of reducing Statewide Greenhouse Gas Emissions:

*“Groton affirms its support for the goal established by the Commonwealth of Massachusetts to reduce statewide greenhouse gas emissions to net-zero by 2050. Groton commits to evaluate and implement strategies to reduce emissions in municipal activities with a goal of eliminating all onsite burning of fossil fuels in municipal buildings and vehicles by 2050 and support residents and businesses in reducing emissions.”*

or to take any other action relative thereto.

**Select Board**

**Select Board:**

**Finance Committee:**

**Summary:** *The Climate Action Working Group was a multi-stakeholder group formed by the Town Manager to assess attitudes towards climate action in the Town. The Working Group convened over a five-month period in 2024, meeting with fourteen community stakeholder groups and Town departments, and surveying over 300 residents. The group discovered strong support for local climate action from residents, the business community and town departments, including support for the Massachusetts mandate for statewide greenhouse gas emissions to reach net zero by 2050. This resolution is intended to formally declare the town’s support for the state mandate, to continue municipal efforts to reduce emissions from municipal operations and to assist residents and businesses in reducing their emissions. In addition, passing this resolution is a mandatory step in the process of becoming a Climate Leader community, a state designation that provides increased funding assistance for municipal projects aimed at reducing emissions through energy efficiency, electrification and clean energy, all of which can also reduce municipal operating costs.*

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**Article 14: Reduce the Four Corners Sewer District**

To see if the Town will vote to reduce the “Four Corners Sewer District”, as established by the vote under Article 12 of the 2015 Spring Town Meeting, by removing the property shown on Assessors’ Map 120, Lot 1-0 (which abuts Sandy Pond Road) from the Four Corners Sewer District.

**Board of Sewer Commissioners**

**Select Board:**

**Finance Committee:**

**Summary:** *This article seeks to remove the vacant property on Sandy Pond Road which is zoned B-1 from the Four Corners Sewer District. With the addition of the property located at 797 Boston Rd. to the sewer district available capacity is becoming limited. Procurement of additional capacity from Ayer is extremely problematic due to Inter-Basin Transfer requirements.*

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**Article 15: Amend Floodplain Overlay District**

To see if the Town will vote to amend the Zoning Bylaw of the Town of Groton as follows:

1. **Delete Section 218-7.1 Floodplain District Regulations** in its entirety.
2. **Insert the following new Section 218-7.1 Floodplain Overlay District.**

**Section 218-7.1 Floodplain Overlay District**

- A. The purpose of the Floodplain Overlay District is to:
- 1) Ensure public safety through reducing the threats to life and personal injury
  - 2) Eliminate new hazards to emergency response officials
  - 3) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding
  - 4) Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding
  - 5) Eliminate costs associated with the response and cleanup of flooding conditions
  - 6) Reduce damage to public and private property resulting from flooding waters
- B. The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas within the Town of Groton designated as Zone A, AE on the Middlesex County Flood Insurance Rate Map (FIRM) dated July 8, 2025 issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The exact boundaries of the District shall be defined by the 1%-chance base flood elevations shown on the FIRM and further defined by the Middlesex County Flood Insurance Study (FIS) report dated July 8, 2025. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Commissioner, and Conservation Commission.
- C. The Town of Groton hereby designates the position of Building Commissioner to be the official floodplain administrator for the Town.
- D. No new building or structure shall be erected in the floodplain overlay district.
- E. The Town of Groton requires a special permit for all other development in the floodplain overlay district, including changes to existing buildings, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties.
- F. The Town's special permit review process includes the requirement that the proponent obtain all local, state and federal permits that will be necessary in order to carry out the proposed development in the floodplain overlay district. The proponent must acquire all necessary permits, and must demonstrate that all necessary permits have been acquired.
- G. In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in

floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

In Zone AE, along watercourses that have a regulatory floodway designated on the Town's FIRM encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

H. In A Zones, in the absence of FEMA BFE data and floodway data, the building department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A and as the basis for elevating residential structures to or above base flood level, for floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.

I. All subdivision proposals and development proposals in the floodplain overlay district shall be reviewed to assure that:

- (a) Such proposals minimize flood damage.
- (b) Public utilities and facilities are located & constructed so as to minimize flood damage.
- (c) Adequate drainage is provided.

J. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

K. In A and AE Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.

L. In a riverine situation, the Building Inspector shall notify the following of any alteration or relocation of a watercourse:

- Adjacent Communities, especially upstream and downstream
- Bordering States, if affected
- NFIP State Coordinator  
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist  
Federal Emergency Management Agency, Region I

M. If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to:

- NFIP State Coordinator  
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist

Federal Emergency Management Agency, Region I

N. Variances to building code floodplain standards. The Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the community's files. The Town shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.

O. Variances to local Zoning Bylaws related to community compliance with the National Flood Insurance Program (NFIP). A variance from these floodplain bylaws must meet the requirements set out by State law and may only be granted if: 1) Good and sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief.

P. The floodplain management regulations found in this Floodplain Overlay District section shall take precedence over any less restrictive conflicting local laws, ordinances or codes.

Q. The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection.

R. If any section, provision, or portion of this bylaw is deemed to be unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.

S. Definitions not found in the state building code.

DEVELOPMENT means any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]

FLOODWAY. The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [Base Code, Chapter 2, Section 202]

FUNCTIONALLY DEPENDENT USE means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities. [US Code of Federal Regulations, Title 44, Part 59] Also [Referenced Standard ASCE 24-14]

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. [US Code of Federal Regulations, Title 44, Part 59]

HISTORIC STRUCTURE means any structure that is:



- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(1) By an approved state program as determined by the Secretary of the Interior or

(2) Directly by the Secretary of the Interior in states without approved programs.

[US Code of Federal Regulations, Title 44, Part 59]

**NEW CONSTRUCTION.** Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. *New construction includes work determined to be substantial improvement.* [Referenced Standard ASCE 24-14]

**RECREATIONAL VEHICLE** means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. [US Code of Federal Regulations, Title 44, Part 59]

**REGULATORY FLOODWAY** - see FLOODWAY.

**SPECIAL FLOOD HAZARD AREA.** The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH. [Base Code, Chapter 2, Section 202]

**START OF CONSTRUCTION.** The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns. Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Base Code, Chapter 2, Section 202]

STRUCTURE means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. [US Code of Federal Regulations, Title 44, Part 59]

SUBSTANTIAL REPAIR OF A FOUNDATION. When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]

VARIANCE means a grant of relief by a community from the terms of a flood plain management regulation. [US Code of Federal Regulations, Title 44, Part 59]

VIOLATION means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3 is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

or to take any other action relative thereto.

### ***Planning Board***

**Select Board:**

**Finance Committee:**

**Planning Board:**

**Summary:** *This article amends the existing floodplain regulations in the zoning bylaw to comply with the requirements of the Federal Emergency Management Agency (FEMA). The amendments required by FEMA include updating the references to the new Flood Insurance Rate Map (FIRM) for Groton and incorporating the applicable provisions of the Massachusetts Model Floodplain Bylaw. The new FIRM for Groton will become effective on July 8, 2025.*

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### **Article 16:     *Endorse Comprehensive Master Plan***

To see if the Town will vote to endorse the “Groton Master Plan, Town of Groton, Massachusetts, Prepared for the Groton Planning Board, Prepared by Barrett Planning Group; Nitsch Engineering; FXM Associates; dated February, 2025, filed in the Office of the Town Clerk on February 28, 2025, or to take any other action relative thereto.

### ***Planning Board***

**Select Board:**

**Finance Committee:**

**Summary:** *The Planning Board will present the Master Plan to Town Meeting for its endorsement. Copies of the plan are available in the Planning Board office in the Town Hall, at the Groton Public Library and on the Town's web site: [www.grotonma.gov](http://www.grotonma.gov)*

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**Article 17: MBTA Communities Multi-Family Overlay District (MCMOD)**

To see if the Town will vote to amend Chapter 218 Zoning Bylaws of the Town of Groton as follows:

**Amend Section 218-3 Definitions by Deleting the definition for “Multifamily Use” in its entirety,**

**Amend Section 218-3 Definitions by inserting the following definition in alphabetical order.**

**AFFORDABLE UNIT.**

A multi-family housing unit that is subject to a use restriction recorded in its chain of title limiting the sale price or rent or limiting occupancy to an individual or household of a specified income, or both.

**AFFORDABLE HOUSING**

Any combination of Affordable Units restricted in perpetuity to persons of families qualifying as low or moderate income under the guidelines of EOHLC earning less than 50% of median income for low income and less than 80% of median income for moderate income.

**AS OF RIGHT.**

Development that may proceed under the Zoning Bylaw without the need for a special permit, variance, zoning amendment, waiver, or other discretionary zoning approval. Also known as “by right” development.

**MBTA COMMUNITIES MULTI FAMILY OVERLAY DISTRICT DEVELOPMENT (MCMODD).**

Multi-family use that is located in the Multi-Family Development Overlay District (MCMOD) in accordance with the provisions of Section 218-7.5 MBTA Communities Multi Family Development Overlay District.

**MIXED-USE DEVELOPMENT.**

Development containing a mix of residential uses and non-residential uses, including, commercial, institutional, industrial, or other uses.

**MULTI-FAMILY HOUSING**

A building with three or more residential dwelling units or two or more buildings on the same lot with more than one residential dwelling unit in each building. Also known as “multifamily use.”

**Amend Section 218-4 Zoning Districts as follows:**

Insert under subsection 218-4.1 E, Overlay Districts the following:

“(6) MBTA Communities Multi-Family Overlay District (MCMOD)”

Insert under subsection 218-4.2 Intention of Districts the following sub sections:

“J. MCMOD – MBTA Communities Multi-Family Overlay District is intended to provide for higher density residential development at locations in proximity to infrastructure, services, and nexuses of activity, amenities, and development.

**Insert a new Section 218-7.5 Multi Family Development Overlay District to read as follows:**

#### **218-7.5 – MBTA COMMUNITIES MULTI-FAMILY OVERLAY DISTRICT (MCMOD)**

##### **A. Purpose**

- To transition from a case by case permitting process for Multi-Family Development and establish a transparent and predictable process for the permitting of MBTA Communities Multi-Family Overlay District Development (MCMODD) in designated locations with specific guidelines and criteria.
- To encourage MCMODD in sensible locations in terms of services, infrastructure, transportation access, economic opportunity, and compatibility with surrounding uses.
- To accommodate compatible uses that serve residents and the general public.
- To increase housing choice and diversity and address the local and regional need for additional housing
- Preserve open space in a community by locating new housing within or adjacent to existing developed areas and infrastructure.

##### **B. Applicability.**

This MCMOD is an overlay district that is superimposed over the underlying zoning district (s) and is shown on the Zoning Map. Within the boundaries of the MCMOD, all of the uses permitted in the underlying District(s) in which the subject land is located are permitted, subject to the same use and development regulations as may otherwise apply thereto and shall remain in full force. Alternatively, one or more of the uses set forth in Section 218-7.5.C shall be permitted as part of a MCMODD in accordance with this Section 218-7.5 subject to Site Plan Review by the Planning Board in accordance with Section 218-2.5.

##### **C. Permitted Uses**

###### **1. As of Right Uses**

Any or combination of multi-family residential uses are permitted as of right including but not limited to the following uses

- a. Duplex attached units
- b. Townhouses
- c. Garden Flats
- d. Uses exempt by statute (MGL c.40A §3)
- e. Mixed-Use Development
  - i. Non-residential uses allowed as-of-right in the underlying zoning district located on the ground floor of a mixed-use building
  - ii. Multi-family use allowed on any floor of a mixed-use building

###### **2. Accessory Uses**

The following uses are considered accessory to any of the permitted uses in Section D.1 and allowed as of right:

- a. Parking, including surface parking and parking within a structure such as an above ground or underground parking garage or other building on the same lot as the principal use.
- b. Home occupation employing only household members and no on-site clients.
- c. Accessory Dwelling Unit.

**D. Development Standards.**

1. The minimum lot area for a MCMODD shall be 10,000 square feet and may be comprised by one or more contiguous parcels.
2. The minimum Lot Frontage shall be 75 feet.
3. No building or structure within a MCMODD shall be less than 15 feet from the exterior lot line.
4. Lot coverage of a MCMODD by buildings and other impervious surface shall not exceed 75% of the lot area, unless the applicant provides sufficient justification for a waiver and the Planning Board determines, as part of Site Plan Review that a greater lot coverage will not adversely affect adjacent properties.
5. No structure shall exceed four (4) stories, fifty-five (55) feet in height, measured in accordance with the Building Height standards set forth in Section 218-3.
6. No structure or group of structures, except one-story garages or carports, shall be nearer to each other than twenty (20) feet. Carports or garages, if not directly attached, shall be at least ten (10) feet from the main buildings.
7. The maximum permitted density shall not exceed 15 (fifteen) dwelling units per acre.
8. A MCMODD shall conform with the provisions of Section 218-8.2. Off-Street Parking and Loading. Parking areas shall otherwise comply with the provisions of Section 218-8.2 unless the applicant provides sufficient justification for a waiver and the Planning Board determines, as part of Site Plan Review, that the grant of such waiver will not adversely affect the neighborhood.
9. All dwelling units in a Multi-Family Development shall be without age restrictions and shall be suitable for families with children.
10. Sewage shall be disposed of by means of adequate connections to the municipal sewer system or a system Approved by the Board of Health pursuant to Title 5.

**E. Design Standards**

To the maximum extent feasible, projects shall comply with the following design standards:

1. Site Design, Open Space and Landscaping
  - a. Projects shall be sited to maximize opportunities for creating usable, attractive, well-integrated Open Space.
  - b. Acceptable activities within the minimum required Open Space include natural areas (including wetlands and surface waters), wildlife and native plant habitat, landscape plantings, agricultural activities, low-impact design stormwater management, non-motorized trails, and other low-impact activities. Open Space shall not contain habitable structures.
  - c. Open Space shall be planned as a single contiguous area and, to the extent practicable, configured contiguously with any abutting conservation open areas.

- d. Open Space intended for public use shall have direct access from one or more streets, pedestrian paths, sidewalks, and/or other public access.
- e. Landscape design shall strive to provide greenery so that streets and access drives are lined with shade trees, large, paved areas are visually divided and screened, and buffers are provided within and around the Project.
- f. Landscaped areas shall be planted with drought-tolerant species which do not require any automatic irrigation systems.
- g. Plantings shall include species that are native or adapted to the region. Plants on the Massachusetts Prohibited Plant List and Invasive Plant List, as may be amended, shall be prohibited.
- h. Lighting shall comply with Dark Sky standards and provide illumination necessary for safety and convenience while preventing glare and overspill to adjoining properties and reducing the amount of skyglow. The color temperature of exterior lighting shall not exceed 3000 Kelvin.

Parking and circulation on the site shall be organized to reduce the amount of impervious surface.

## 2. Building Siting

- a. There shall be a landscaped buffer between buildings or structures and properties adjacent to the MCMOD;
- b. Buildings shall be oriented to any adjacent usable open space, with access to the building onto or accessible to the usable open space;
- c. Structures shall be oriented to provide pedestrian entrances to any adjoining sidewalks
- d. Trash collection and dumpsters shall be located in appropriate areas and screened to avoid adverse impacts on properties adjacent to the MCMOD
- e. Project shall minimize the visual impact of the development from the street by locating lower buildings closest to the street frontage and taller buildings in the interior of the parcels.

## 3. Building Design Features

- a. Architecture shall demonstrate the cohesive planning of the development and present a clearly identifiable design feature throughout. It is not intended that buildings be totally uniform in appearance or that designers and developers be restricted in their creativity. The following standards shall apply:
- b. To reduce a building's perceived mass, building facades shall be divided into smaller scale horizontal and vertical components, through use of changes in plane and changes in color, material, and texture.
- c. For multi-family buildings of three or more stories, building design shall maintain a distinction between upper and lower floors. Primary building entrances shall be accentuated. Design features can include covered porches, porticos, and other pronounced architectural forms.
- d. Buildings with pitched roofs shall have a pitch between 5:12 and 12:12.
- e. Side and rear facades shall be generally consistent with the primary facade's architectural style.
- f. Accessory buildings shall be in the same style as the primary building(s).

- g. Mechanical equipment at grade, attached to, or on the rooftops shall be screened from view or made an integral part of the overall design of the building.
- h. All utility, service, loading, and trash collection areas shall be screened or enclosed by plantings, walls, or solid fencing, or a combination thereof. Enclosures shall be designed to be compatible with the architecture of the adjacent building.
- i. Materials such as brick, stone, wood clapboard, and cementitious siding such as Hardi-plank shall be used for siding, particularly where visible at the pedestrian level.
- j. Architectural asphalt shingles are preferred for buildings with pitched roofs.

#### 4. Circulation and Walkability

- a. Development shall be made pedestrian-friendly by use of amenities such as wide sidewalks/pathways, outdoor seating, and/or appropriate landscaping. Structures, parking, pathways and other pedestrian amenities shall be accessible by people with disabilities and designed to maximize ease of pedestrian access. Bicycle features shall include bike racks and be designed to provide pathways connecting to any existing and proposed bicycle routes.
- b. A paved pedestrian network shall connect parking to the entries to all buildings and the buildings to each other.

#### **G. Affordable Component**

MCMODDs shall provide affordable units as follows:

- 1. 10 (ten) percent of the units in an MCMODD shall be affordable units.
- 2. Affordable Units shall be dispersed throughout the project. The Affordable Units shall be indistinguishable in external appearance from any market-rate housing units in the MCMODD.
- 3. In computing this requirement, the total number of dwelling units shall be used.

#### **4. Amend Section 218-2.5 Site Plan Review By inserting a new subsection (e) under Section 218-2.5.C.(2) Threshold of Review Major Project to read as follows:**

“(e) MCMODD pursuant to Section 218-7.5”

#### **5. Amend Section 218-6.2 Schedule of Intensity Regulations Notes #1. By adding the following at the end of the note:**

“For MBTA Communities Multi-Family Overlay District Development see **Section 218-7.5**”

#### **6. Amend the Groton Zoning Bylaw by deleting the words “ Department of Housing and Community Development” and “DHCD” wherever they appear and inserting the following words in their place respectively, “Executive Office of Housing and Liveable Communities” and “EOHLC”**

#### **7. Amend the Zoning Map of Groton by establishing the Multi Family Development Overlay District (MCMOD).**

The zoning map of the Town of Groton is hereby amended by designating the following properties to be included in the Multi Family Development Overlay District:

Assessors Map & Parcel	Address	Area	Owner
216-94	Main Street	2.04 acres	500MG LLC
216-95	Main Street	25.42 acres	500MG LLC
216-96	Main Street	9.32 acres	500MG LLC
216-12	Main Street	5.2 acres	Groton Residential Gardens
216-98	Main Street	1.2 acres	Quality Green Homes LLC
216-99	Main Street	3.36 acres	Quality Green Homes LLC
216-99.1	Main Street	0.94 acres	Quality Green Homes LLC
216-29	Main Street	0.957 acres	445 Main Street Realty LLC

### **Planning Board**

**Select Board:**

**Finance Committee:**

**Planning Board**

**Summary:** *This article proposes to create a zoning overlay district in which multi-family developments may be allowed “as of right” at a maximum density of 15 units per acre. The parcels on Main Street identified for inclusion in the overlay district are zoned General Business (GB) and are located within the sewer district. The existing zoning of the parcels included in the overlay district will remain unchanged. The purpose of this article is to implement zoning reform as required by M.G.L. Ch. 40A, Section 3A, a.k.a. the MBTA Communities Zoning Law (the “Law”). The Law was enacted to address the acute need for housing in Massachusetts. The Law requires MBTA Communities, including Groton, to adopt local zoning that provides at least one zoning district of reasonable size in which multi-family housing is allowed “as of right” at a minimum gross density of 15 units per acre.*

### **Article 18: Accessory Dwelling Units**

To see if the Town will vote to amend the Zoning Bylaw of the Town of Groton as follows:

**1. Amend Section 218-5.2 Schedule of Use Regulations** by amending the entry under Accessory Uses “Accessory Apartment as regulated under Section 218-9.4” by deleting the “N” use entries under the “NB, VCB, and GB” columns and inserting “Y” in their place and by deleting the “N” use entries under the R-A, R-B, NB, VCB, and GB columns so it reads as follows:

	R-A	R-B	NB	VCB	GB	I	P	O
<b>Accessory Dwelling Unit</b>	Y	Y	Y	Y	Y	N	N	N
<b>More than One Accessory Dwelling Unit</b>	PB	PB	PB	PB	PB	N	N	N

**2. Amend Section 218-9.4.1 Purpose,** by deleting the words “in the RA and RB Districts” in subsection a., so it reads as follows:



"a. To provide homeowners of a single-family dwelling with a means of sharing space and the burdens of home ownership, companionship, security, and services, thereby enabling them to stay more comfortably in homes and neighborhoods they might otherwise be forced to leave."

**3. Amend Section 218-9.4.2 Attached accessory dwelling unit** in the second paragraph by deleting the words "RA and RB" and replacing them with the words "RA, RB, NB, VCB, and GB", so it reads as follows:

"No more than one accessory dwelling unit shall be allowed as of right on a lot in the RA, RB, NB, VCB, and GB Districts providing the following criteria are met:"

**4. Amend Section 218-9.4.3 Detached accessory dwelling unit** in the first paragraph by deleting the words "R-A or R-B Districts subject to Site Plan Review" and inserting in their place the following words "R-A, R-B, NB, VCB, and GB Districts subject to Minor Site Plan Review" so it reads as follows:

"A Building Permit for the installation and use and rental of a detached accessory dwelling unit not to exceed 900 square feet of habitable floor area or 50% of the gross habitable floor area contained within the principal dwelling unit, whichever is less, in a detached structure on a lot in the R-A, R-B, NB, VCB, and GB Districts shall be subject to Minor Site Plan Review pursuant to § 218-2.5 provided the following criteria are met:"

**5. Amend Section 218-9-.4.3.g.** by deleting the first paragraph in its entirety and insert the following in its place,

"The approval for Minor Site Plan review for a Detached Accessory Dwelling Unit shall include the following findings:"

or take any action relative thereto.

### ***Planning Board***

**Select Board:**

**Finance Committee:**

**Summary:** *The purpose of this article is to make additional amendments to the Accessory Dwelling Unit (ADU) provisions of the zoning bylaw to be fully consistent with the ADU regulations of the Affordable Homes Act. These additional amendments were recommended by the Attorney General's Office and Groton's Town Counsel.*

**Article 19: Citizen's Petition – Amend Traffic Rules and Orders – Town Wide Speed Limit**

To see if the Town will vote to Amend Groton Traffic Rules and Orders, Article XI Speed Regulations, Town of Groton Speed Limits, by adopting MGL c. 90 § 17C Sections 193 of Chapter 218 of the Acts of 2016. Mass.gov: "Section 193 allows a municipality to opt-in to Section 17C of Chapter 90 of the MGL, thereby reducing the statutory speed limit from 30 mph to 25 mph on any or all city or town-owned roadways within a thickly settled or business district. The legislation also requires cities and towns to notify MassDOT of these changes." or take any other action relative thereto.

***Citizen's Petition***

<u>Name</u>	<u>Address</u>	<u>Name</u>	<u>Address</u>
Brian Bolton	1 Chicopee Row	David Butz	532 Longley Road
James Barisano	15 Longley Road	Karen Tucker-Barisano	15 Longley Road
Lisa Murray	85 Wharton Row	Paul Murray	85 Wharton Row
Joan E. Parker-Roach	113 Main Street	Patrick P. Parker-Roach	113 Main Street
Jeff Gordon	161 Main Street	Stephen Lane	86 Ridgewood Road

**Select Board:**  
**Finance Committee:**

**Summary:** *No summary was submitted by the Petitioners*

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**ARTICLES 20 THROUGH 30 WILL BE PART OF THE CONSENT AGENDA. PLEASE SEE EXPLANATION PROVIDED ON PAGE 2 OF THIS WARRANT.**  
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**Article 20: Funding for the Destination Groton Committee**

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager in Fiscal Year 2026 and thereafter, for the purpose of providing funding for the Destination Groton Committee to carry out the Charge of the Committee, and all costs associated and related thereto, or to take any other action relative thereto.

***Destination Groton Committee***

**Select Board:**  
**Finance Committee:**

**Summary:** *The purpose of this Article is to provide \$15,000 in funding for the Destination Groton Committee to carry out its charge, which is to pursue a course of action intended to engage all Town stakeholders, including the business and non-profit communities, Town leaders, Federal and State elected officials and Town residents in a series of public information forums, economic research and data analysis, in order to, through a ten-year Town Center Strategic Vision Plan, prepare for an increase in visitors to town while at the same time work to preserve its rural small-town charm. The purpose of this request is to meet*

*a state required minimum local Town expenditure of \$15,000 in a prior fiscal year in order to qualify for major matching grants in Destination Development, Historic Preservation, Infrastructure, and Cultural programs that promote Groton to meet the needs of increased visitors. A portion of this funding will be used to set aside local match opportunities and to produce a Groton Public Engagement Vision Forum and the second Regional Tourism Conference to promote Groton as a gateway for the region.*

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**Article 21:     *Funding for Sustainability Commission***

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager, for the purpose of providing funding for the Sustainability Commission to carry out the Charge of the Committee and all cost associated and related thereto, or to take any other action relative thereto.

***Sustainability Commission***

**Select Board:**

**Finance Committee:**

**Summary:**     *The purpose of this Article is to provide funding for the Sustainability Commission to pay for their various programs and initiatives. In the past this funding has been used for their tire recycling program, climate action program, pollinator garden program, building and delivering trained energy coaching and a central, online repository of information for townspeople, Sustainable Groton Advocates citizens' program, and to provide educational materials to residents in their endeavor to have informational/educational seminars that focus on Sustainability. The Commission is seeking \$15,000 in FY 2026.*

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**Article 22:     *Transfer within the Water Enterprise Fund***

To see if the Town will vote to transfer a sum or sums of money from the Water Enterprise Fund Surplus to the Fiscal Year 2025 Water Department Operating Budget, or to take any other action relative thereto.

***Board of Water Commissioners***

**Select Board:**

**Finance Committee:**

**Summary:**     *This article allows the Water Department to transfer money from its surplus account to cover any deficit in the Fiscal Year 2025 Water Department Budget. As of the printing of the Warrant, it is anticipated that \$\_\_\_,\_\_\_ will need to be transferred for this purpose.*

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**Article 23:     *Transfer Within the Center Sewer Enterprise Fund***

To see if the Town will vote to transfer a sum or sums of money from the Center Sewer Enterprise Fund Surplus to the Fiscal Year 2025 Center Sewer Enterprise Department Budget, or to take any other action relative thereto.

***Board of Sewer Commissioners***

**Select Board:**

**Finance Committee:**

**Summary:**     *This article allows the Sewer Department to transfer money from its surplus account to cover any deficit in the Fiscal Year 2025 Center Sewer Budget. As of the printing of the Warrant, it is anticipated that \$\_\_\_\_ will need to be transferred for this purpose.*

---

**Article 24:     *Transfer Within the Four Corners Sewer Enterprise Fund***

To see if the Town will vote to transfer a sum or sums of money from the Four Corners Sewer Enterprise Fund Surplus to the Fiscal Year 2025 Four Corners Sewer Enterprise Department Budget, or to take any other action relative thereto.

***Board of Sewer Commissioners***

**Select Board:**

**Finance Committee:**

**Summary:**     *This article allows the Sewer Department to transfer money from its surplus account to cover any deficit in the Fiscal Year 2025 Four Corners Sewer Budget. As of the printing of the Warrant, it is anticipated that \$\_\_\_\_ will need to be transferred for this purpose.*

---

**Article 25:     *Prior Year Bills***

To see if the Town will vote to transfer from available funds a sum or sums of money for the payment of unpaid bills from prior fiscal years, or to take any other action relative thereto.

***Select Board***

**Select Board:**

**Finance Committee:**

**Summary:**     *Town Meeting approval is required to pay bills from a prior fiscal year. A list of unpaid bills will be provided at Town Meeting.*

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**Article 26:     *Current Year Line-Item Transfers***

To see if the Town will vote to transfer certain sums of money within the Fiscal Year 2025 Budget, or to take any other action relative thereto.

***Select Board***

**Select Board:**

**Finance Committee:**

**Summary:**     *To transfer money within the Fiscal Year 2025 Budget should the need arise. A handout explaining any necessary transfers will be available at Town Meeting.*

---

**Article 27:     *Appropriate Money to Offset the Snow and Ice Deficit***

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a sum or sums of money, to be expended by the Town Manager, to reduce the deficit in the Fiscal Year 2025 Snow and Ice Budget, as approved under Article 5 of the May 18, 2024 Special Town Meeting, or to take any other action relative thereto.

***Town Manager***

**Select Board:**

**Finance Committee:**

**Summary:**     *This article will allow the Town to fund any deficit in the Snow and Ice Account in FY 25.*

---

**Article 28:     *Debt Service for Middle School Track***

To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum or sums of money, pursuant to Chapter 44B, Section 5, of the Massachusetts General Laws, for debt service for Fiscal Year 2025 for the Middle School Track Project, as authorized under Article 7 of the May 1, 2021 Spring Town Meeting, or to take any other action relative thereto.

***Community Preservation Committee***

**Select Board:**

**Finance Committee:**

**Summary:**     *This Article appropriates the debt service payment for the Middle School Track Project. Article 7 of the May 21, 2021 Spring Town Meeting appropriated \$1,405,374 for the project. In FY 2026, the Community Preservation Committee will pay \$ , in debt service (\$ , in principal payment and \$ , in interest payment) for this appropriation. To fund this appropriation the entire amount will come from the Unallocated Reserve.*

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**Article 29:     *Transfer Bond Proceeds***

To see if the Town will vote to transfer the excess bond proceeds of \$24,530.27 from the \$1,131,041 borrowing authorized under Article 8 of the April 29, 2019 Spring Town Meeting for the Library Roof, pursuant to M.G.L., c. 44, §20 to the Florence Roche Elementary School Construction Project as authorized under Article 8 of the May 1, 2021 Spring Town Meeting, or to take any other action relative thereto.

***Town Manager***  
***Assistant Director of Finance/Town Accountant***

**Select Board:**  
**Finance Committee:**

**Summary:**     *The purpose of this Article is to transfer the remaining funds for the Library Roof Project to the Florence Roche Elementary School Construction Project as they are no longer needed for the Library Roof and can be used to reduce the final borrowing for the Elementary School Project.*

---

**Article 30:     *Establishing Limits for the Various Revolving Funds***

To see if the Town will vote, pursuant to the provisions of G.L. c. 44 sec 53E½ and the Revolving Fund Bylaw, to amend the Revolving Fund Bylaw to add or delete any revolving account and/or to set the FY 2025 spending limits for the various revolving funds as follows:

<b>Program or Purpose</b>	<b>FY 2026 Spending Limit</b>
Stormwater Management	\$20,000
Conservation Commission	\$50,000
Building Rental Fund	\$50,000
Affordable Housing Marketing	\$20,000
Home Recycling Equipment	\$10,000
Access for Persons with Disabilities	\$10,000
Council on Aging Program Fund	\$40,000
Boat Excise Tax Fund	\$ 5,000
Transfer Station Glass	\$20,000
Senior Center Fitness Equipment	\$10,000

or to take any other action relative thereto.

***Town Manager***

**Select Board:**  
**Finance Committee:**

**Summary:**     *This Article sets the limit of annual spending for the various revolving funds authorized by previous Town Meeting votes and is currently set forth in the Town's Bylaw for said purpose.*

---

Hereof fail not and make return of your doings to the Town Clerk on or before time of said meeting.

Given under our hands this 7<sup>th</sup> Day of April in the year of our Lord Two Thousand Twenty-Five.

*Alison S. Manugian*

Alison S. Manugian, Chair

*Rebecca H. Pine*

Rebecca H. Pine, Vice-Chair

*Peter S. Cunningham*

Peter S. Cunningham, Clerk

*John F. Reilly*

John F. Reilly, Member

*Matthew F. Pisani*

Matthew F. Pisani, Member

#### OFFICERS RETURN

Groton, Middlesex

Pursuant to the within Warrant, I have this day notified the Inhabitants to assemble at the time, place, and for the purpose mentioned as within directed. Personally posted by Constable.

\_\_\_\_\_  
Constable

\_\_\_\_\_  
Date Duly Posted

**INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF PEPPERELL  
AND THE TOWN OF GROTON FOR WASTEWATER CONVEYANCE AND  
TREATMENT IN PEPPERELL'S WASTEWATER SYSTEM**

This intermunicipal agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the **Town of Pepperell**, a Massachusetts municipal corporation with its principal place of business at 1 Main Street, Pepperell, MA 01463 ("Pepperell"), and the **Town of Groton**, also a Massachusetts municipal corporation with its principal place of business at 173 Main Street, Groton, MA 01450 ("Groton") (the Town of Pepperell and the Town of Groton are referred to collectively as the "Towns" and individually as a "Town"), acting by and through their duly authorized Select Boards, the Pepperell Board of Public Works, and the Groton Sewer Commission.

**WITNESSETH:**

WHEREAS, Pepperell has constructed and owns the Pepperell Wastewater Collection, Treatment, and Disposal System ("Pepperell System"), which discharges treated wastewater to the Nashua River under the National Pollutant Discharge Elimination System permit number MAG590032 (the "NPDES Permit") jointly issued by the Massachusetts Department of Environmental Protection (MassDEP) and the United States Environmental Protection Agency (USEPA);

WHEREAS, Groton has paid 25% of the cost for construction of, and upgrades to, the Pepperell wastewater treatment facility located at 47 Nashua Road in Pepperell (the "Pepperell Wastewater Treatment Facility");

WHEREAS, Groton desires to continue to receive wastewater conveyance, treatment, and disposal services by Pepperell in the Pepperell System;

WHEREAS, Groton desires to continue to have the operation and maintenance of the Groton Wastewater Collection System, which is connected to the Pepperell Wastewater Collection System, performed by the Pepperell Sewer Division;

WHEREAS, the Towns previously entered into an Intermunicipal Agreement on April 29, 1987 for the conveyance, treatment, and disposal of wastewater from Groton in the Pepperell System;

WHEREAS, the Towns previously entered into an Intermunicipal Agreement for the Operation of the Groton Sewer Collection and Transmission Facilities;

WHEREAS, Massachusetts General Laws Chapter 40, Section 4A, authorizes communities to enter into intermunicipal agreements for the purposes set forth in that statute for up to twenty-five (25) years, upon approval of their chief executives and authorized officials, in this case, the Pepperell Select Board, the Pepperell Board of Public Works, and the Groton Sewer Commission; and



WHEREAS, Pepperell is willing to continue receiving wastewater from Groton for treatment and disposal into and through the Pepperell System.

NOW THEREFORE, the Towns of Pepperell and Groton, as parties to this Agreement, hereby agree as follows:

## **SECTION 1. DEFINITIONS**

For the purposes of this Agreement, the following terms are defined:

1.1 “Asset” shall mean an element(s) of the physical infrastructure of the Pepperell System or the Groton Wastewater Collection System.

1.2 “Average Daily Flow” (“ADF”) shall mean the total annual flow divided by the number of days in the year, expressed as million gallons per day. The fiscal year (July 1 – June 30) shall define the calculation period for the ADF.

1.3 “Capital Costs” shall mean expenditures exceeding the threshold for sealed bids in accordance with Massachusetts General Laws Chapter 30, Section 39M, and Chapter 149, Sections 44A-44J, required for public works or building modifications or additions, fixtures, machinery, equipment, accessories, appurtenances, or other changes to the Pepperell System or the Groton Wastewater Collection System, that replace portions, or expand the capacity, of the respective system. Capital Costs do not include routine equipment replacement or maintenance costs.

1.4 “Current Facility Value” shall mean the monetary value of the Asset at the time of upgrade, replacement, improvement, or modification. The value will be based upon the purchase cost of the Asset less depreciation that has occurred over the use of the Asset. The depreciation rate shall be established upon construction of the Asset. The Current Facility Value of the Pepperell Wastewater Treatment Facility is derived in accordance with Appendix D.

1.5 “Direct Connections” shall mean any pipe or other conveyance device that allows wastewater flow from locations in Groton, which are authorized and managed under an intermunicipal agreement titled “Intermunicipal Agreement for the Provision of Drinking Water & Sewage Service from the Town of Pepperell to Certain Properties within the Town of Groton.”

1.6 “Groton Wastewater Collection System” shall mean all pipes, pumping stations, and other necessary appurtenances located in Groton that collect and discharge wastewater to the Pepperell Wastewater Collection System, which are owned by the Town of Groton and operated by the Groton Sewer Commission. This includes the portions of the system that are located in Pepperell upstream of the designated connection points to the Pepperell Wastewater Collection System. The designated points are identified in Appendix A.

1.7 “Operation, Maintenance, and Repair Costs” (OM&R Costs) shall mean expenditures necessary to provide for the dependable, economical and efficient functioning of the Groton Wastewater Collection System and the Pepperell System (collectively, the “Systems”). Replacement refers to obtaining and installing of equipment, accessories, or appurtenances which are necessary during the design life or useful life, whichever is longer, of the Systems to maintain the capacity and performance for which the Systems were designed and constructed. OM&R Costs do not include the cost of replacement of the entire Pepperell Wastewater Treatment Facility.

1.8 “Pepperell Wastewater Collection System” shall include all pipes, pumping stations, and other necessary appurtenances for the collection and conveyance of wastewater, which are owned and operated by the Town of Pepperell.

1.9 “Peak Flow” (“PF”) shall mean the peak hourly rate of flow (as defined in the most recent published version of TR-16, *Guides for the Design of Wastewater Treatment Works* manual, prepared by the New England Interstate Water Pollution Control Commission) recorded during the term of this Agreement measured in gallons per minute (gpm). Peak Flow shall be used for purposes of Capital Costs allocation for wastewater conveyance Assets.

#### 1.10 Definition of Capital Projects.

- i. “Capital Project” is defined to include all projects that have a Capital Cost as defined in Section 1 (including Additional Included Costs) for Assets with an expected useful life of at least five (5) years, and shall include projects involving any Asset used for Groton wastewater.
- ii. “Additional Included Costs” shall include all Capital Project-related costs, including, but not limited to, the cost of engineering, design, bidding, construction and resident engineering services, owner’s project manager charges, other professional services billed to the Capital Project and paid by Pepperell, including legal fees and the cost of recording of documents at the registry of deeds, and police details. The cost of debt service shall not be included in “Additional Included Costs.”
- iii. “Groton’s Allocated Share of ADF” is the amount of treatment and disposal capacity purchased by Groton, which for fiscal year 2023 is 25% of the Total Permitted ADF.
- iv. “Total Permitted ADF” is defined as the average annual daily flow as established in the NPDES Permit.

## **SECTION 2. COMMENCEMENT AND TERM OF THIS IMA**

2.1 This IMA shall commence on the Effective Date and shall continue for a term of twenty-five (25) years. The Towns agree to commence negotiations on a successor

agreement not later than two (2) years prior to the expiration of this Agreement. The Towns intend that Pepperell and Groton shall be the sole and exclusive beneficiaries of this Agreement.

2.2 If Groton should develop and use an alternate means of wastewater conveyance, treatment, and disposal, then this Agreement may be terminated by either Town upon provision of a one (1) year advance written notice to the other Town. Groton shall be responsible for all disconnection and termination costs incurred by Pepperell in disconnecting from the Pepperell System and any costs to connect to an alternate system. All disputes relating to an invoice issued or demand for payment made under this section will be subject to and governed by Section 16 of this Agreement.

2.3 Should Groton develop and use an alternate means of wastewater conveyance, treatment, and disposal, all prior obligations for Capital Costs by Groton to Pepperell for Groton's share of the Pepperell System shall be payable on the terms and conditions of the existing agreements for such Capital Costs unless an alternative payment is agreed to by the Towns.

2.4 Groton shall forfeit all interests in the Pepperell System should Groton develop and use an alternate means of wastewater conveyance, treatment, and disposal.

### **SECTION 3. OBLIGATIONS AND RESPONSIBILITIES**

3.1 Characteristics of wastewater discharged by both Towns for conveyance, treatment, and disposal by Pepperell through the Systems shall at all times conform to standards set by the USEPA, MassDEP, each Town's wastewater regulations, and other applicable NPDES Permit provisions. Wastewater shall not cause, contribute, or harm, alone or in combination with other wastewater, the safety or operation of the Systems, or compliance with the NPDES Permit. In the event a discharge to either of the Collection Systems of substances prohibited by the applicable wastewater regulations, the NPDES Permit, and/or this Agreement makes necessary maintenance, repairs, or replacements to either or both of the Systems, over and above those considered to be normal maintenance, repairs and replacements, the cost of making such maintenance, repairs and/or replacements shall be paid by the Town from which the discharge originated.

3.2 The Towns agree to cooperate towards the identification and elimination of discharges which could damage the Systems or cause violations of pertinent regulations and permits.

3.3 Groton has agreed to comply with Pepperell's wastewater regulations and to require its users to comply with said regulations. Pepperell shall notify Groton if Pepperell amends its wastewater regulations, within sixty (60) days of such amendment, and Groton agrees that it shall amend its wastewater by-laws or regulations as soon as practicable after receiving such notice, but in no case more than six (6) months thereafter, to ensure that Groton's by-laws and regulations are at least as stringent as Pepperell's wastewater regulations, as amended. The Towns agree that failure of Groton or Pepperell

to comply with or enforce their respective regulations may result in additional costs to operate, maintain, and/or repair the other Town's System, and those identifiable costs shall be recoverable by the other Town. Failure to meet the terms of this Agreement shall constitute grounds for default and termination of this Agreement.

3.4 The Towns shall comply with the conditions of the NPDES Permit. Responsibility for violations, penalties, or enforcement actions imposed upon Pepperell or Groton resulting from the receipt, transmission, or disposal of Groton's wastewater that causes a violation of the NPDES Permit, this Agreement, or Pepperell's wastewater regulations shall be borne by Groton. Responsibility for violations, penalties, or enforcement actions resulting from Pepperell's wastewater or Pepperell's operation and maintenance of either of the Systems shall be borne by Pepperell. Disputes relating to penalties ordered or invoices issued will be subject to and governed by Section 16 of this Agreement.

3.5 Groton shall provide to Pepperell access, cooperation, and assistance necessary and relevant to the Groton Wastewater Collection System, including providing Pepperell with original or true copies of, or access to, Groton's records that may be pertinent to the continuation and administration of this Agreement, including, but not limited to, flow data and records that will allow identification of all users in Groton for which wastewater is transported through the Pepperell System through Direct Connections.

3.6 Pepperell shall provide to Groton access, cooperation, and assistance for the continuance and administration of this Agreement, including providing Groton with original or true copies of, or access to, Pepperell's records that may be pertinent, including, but not limited to, flow data and maintenance records.

3.7 Pepperell shall require its employees, staff, consultants, contractors, and engineers to keep and maintain accurate records of time spent and costs incurred for all Capital Projects, as defined in this Agreement, that may be pursued or completed pursuant to this Agreement. Invoices shall include Pepperell's records that are reasonably necessary to verify the invoices or billing communications or memoranda that Pepperell sends to Groton pursuant to this Agreement.

3.8 Pepperell shall maintain a cost accounting system and records for the Pepperell System in accordance with generally accepted accounting principles. Upon request, the accounting system and records shall be subject to annual review in September or at another mutually agreed time by Groton or its authorized agents. Groton shall have the right to request reconsideration of invoices and their cost basis based upon its review, and any dispute shall be resolved in accordance with Section 16.

3.9 Assets owned by Groton, including the infrastructure (e.g., force mains, gravity sewers, and ancillary structures) connected to the Pepperell Wastewater Collection System that are used exclusively by Groton for the conveyance of wastewater originating in Groton are the responsibility of Groton. Assets owned by Pepperell are the

responsibility of Pepperell.

**SECTION 4. ACCEPTANCE OF WASTEWATER CONVEYANCE, TREATMENT, AND DISPOSAL OPERATIONS**

4.1 Pepperell agrees to receive and transport from Groton the volume of wastewater identified in Appendix A to the Pepperell Wastewater Collection System, subject to the terms and conditions set forth in this Agreement, and for the purpose of allowing Groton to continue to transport its wastewater through the connections as identified in Appendix A to the Pepperell System.

**SECTION 5. ALLOCATION OF OPERATION, MAINTENANCE, AND REPAIR COSTS**

5.1 Pepperell shall provide for the wastewater treatment and disposal of Groton wastewater at the Pepperell Wastewater Treatment Facility. Groton and Pepperell shall each pay for its share of the OM&R Costs as prescribed in this Section 5.

5.2 Pepperell shall provide for the operation, maintenance, and repair of the Groton Wastewater Collection System. The services provided by Pepperell to Groton will be proportional in frequency and completeness to those provided by Pepperell in the Pepperell Wastewater Collection System. The services provided shall be as indicated in Appendix B. Should the capacity of Pepperell's staff and equipment change significantly, the services provided by Pepperell to the Groton and Pepperell Wastewater Collection Systems may be amended to reflect the current capacity, although the proportionality of services shall remain. Services beyond the capacity and/or ability of Pepperell shall be procured through other contracting agents and the costs shall be included as part of the actual OM&R Costs for the Systems.

5.3 Groton shall pay its share of the OM&R Costs of the Pepperell Wastewater Collection System. Appendix C provides the model of the cost sharing derived for this Agreement and is based on the FY23 Groton and Pepperell budgets. The Towns understand that the costs will be subject to change over the period of this Agreement.

5.4 The annual budget for the Pepperell Wastewater Division will be allocated among five distinct cost centers. Appendix E, Cost Allocation Model, shows the process to delineate and calculate the cost centers' amounts.

- Debt Service for Pepperell Wastewater Treatment Facility.
- Debt Service for shared Pepperell Wastewater Collection System
- Debt Service for unshared Pepperell Wastewater Collection System
- OM&R Costs for the Pepperell Wastewater Treatment Facility (WWTF)
- OM&R Costs for the Groton and Pepperell Wastewater Collection Systems

The annual budget shall be modified, as necessary, to account for anticipated

expenditures within each cost center.

Budgeted expenditures directly attributable to the OM&R Costs for the Groton Wastewater Collection System to be paid to Pepperell by Groton shall be added to Groton's OM&R Costs share of the Pepperell Wastewater Collection System, except that the Groton Center Sewer District OM&R Costs paid by Groton (refer to Appendix C, Table 3) shall be subtracted from the Pepperell Wastewater Collection System OM&R Costs allocable to Groton. These shall not include costs associated with billing individual users.

5.5 OM&R Costs for Groton's use of the Pepperell Wastewater Treatment Facility shall be allocated to Groton on the basis of:

$$\text{Groton's Cost} = \frac{\text{Groton ADF}}{\text{Total System ADF}} \times \text{WWTF OM\&R Costs}$$

The flows shall be determined based upon the flow metering described in Section 8.

5.6 OM&R Costs for Groton's share of the Pepperell Wastewater Collection System and the operation, maintenance, and repair of the Groton Wastewater Collection System by Pepperell shall be allocated on the following basis:

- The publicly owned Assets of the Groton and Pepperell Wastewater Collection Systems shall be quantified into the three following categories in accordance with Section 8.5, and documented and kept current in Appendix C – Table 6.
  1. Wastewater pumping stations
  2. Inverted sewer siphons
  3. Pipe length, includes gravity sewers, force mains, low-pressure sewers, and manholes.
- Refer to Appendix C for details regarding Asset quantities and percentages of Assets for each Town. Both Towns agree the Collection System OM&R Costs calculations in Appendix C – Table 7 represent the current allocations, factors, data sources, and calculations to determine the Groton share of OM&R Costs. Changes to these quantities and percentages may occur on mutual agreement of both Towns should the quantity of Assets or relative effort expended to conduct collection system operation, maintenance, and repair (OM&R) activities change. All changes will be documented in an updated Appendix C.
- The percent quantity used by Groton for each Asset category will be multiplied by the OM&R Costs for the specific Asset category. The total OM&R Costs for Groton will be adjusted by the difficulty factor of 7% (i.e., multiplied by 1.07). This factor represents the differences in efforts to conduct OM&R in the Groton Wastewater Collection System by Pepperell staff as compared to in the Pepperell Wastewater Collection System and accounts for:
  - o Heavy traffic volumes on Route 119 and work hour restrictions on the state road.
  - o Additional fats, oils, and grease (FOG) issues in Groton at Partridgeberry

Woods and near Main Street restaurants as compared to Pepperell FOG volumes.

- Greater distance and more time required to reach Groton Assets as compared to Pepperell Assets.
- OM&R work contracted to third parties or private entities shall not be subject the difficulty factor adjustment.

5.7 At least thirty (30) days prior to the commencement of a new fiscal year, a memorandum, invoice, or other written communication will be sent by Pepperell to Groton for Groton's share of OM&R Costs. Such memorandum, invoice, or other written communication will be based on a yearly estimation of costs and flows, prorated to a monthly basis. Pepperell shall provide monthly invoices to Groton with separate totals for Groton Center Sewer District and the Groton Dunstable Regional High School. Invoices shall contain the backup necessary to verify additional charges that may be incurred. Pepperell shall provide quarterly updates to Groton for services performed in the Groton Wastewater Collection System.

Within 120 days of the end of each fiscal year, Pepperell shall determine the actual OM&R Costs and provide the actual OM&R Costs to Groton in writing. The actual OM&R Costs shall be derived from actual flows, the actual collection system Assets and actual costs expended. Groton shall pay the difference between (or receive a credit for the difference between) the estimated OM&R Costs and the actual OM&R Costs for that fiscal year, if any, by way of issuance of a reconciliation invoice. The reconciliation invoice shall be executed as a single payment adjustment to a current year monthly bill unless agreed to otherwise by both Towns.

5.8 Groton's cost as defined in Section 5.7 above shall be recalculated by the Towns annually according to the above methodology by using budget data from the most current fiscal year for which Pepperell's OM&R Costs have been certified by Pepperell's auditors and flow data from the corresponding period.

5.9 Groton shall have thirty (30) days after date of the monthly invoice to remit payment. If Groton fails to pay a monthly invoice within thirty (30) days, Pepperell shall be entitled to interest of 9% (nine percent) per annum, and Groton agrees to pay such charges. Any adjustment to the monthly billing that occurs as a result of a reconciliation invoice shall be subject to the same payment conditions or other terms as agreed to pursuant to Section 5.7.

5.10 In the event that the wastewater discharged from a user of the Pepperell or Groton Systems has characteristics requiring additional levels of treatment than that required for sanitary wastewater, and the Pepperell Wastewater Treatment Facility has adequate capacity and capability to provide treatment, Pepperell may institute additional fees for the recovery of these costs. Groton shall assist Pepperell to the legal extent allowable in the assessment and recovery of these fees. The fees paid for such collection and treatment shall be considered a credit towards the total OM&R Costs of the Pepperell Wastewater Treatment Facility. Both Towns agree to enforce regulations requiring pre-

treatment systems for single entities that discharge wastewater into either of the Systems, in part to avoid additional costs for treatment.

5.11 All disputes relating to monthly payments, reconciliation invoices, and other invoices issued or payments due under Section 5 shall be subject to and governed by Section 16 of this Agreement.

## **SECTION 6. CAPITAL PROJECT COSTS**

6.1 Groton agrees to contribute a share of the costs of Capital Projects required to convey, treat, and dispose of Groton wastewater in the Pepperell System. Groton expressly agrees to contribute to Capital Project costs related to the Assets.

6.1.a. Groton shall pay the proportionate share of costs, net of any grants or principal forgiveness received by Pepperell associated with upgrading Assets required to convey, treat, and dispose of the wastewater from Groton.

6.1.b. General Formula for Determining Groton's Share of Conveyance Capital Costs. Groton's share of the costs of a Capital Project for a conveyance related project in the portions of the Systems considered to be a shared collection system is expressed as:

1. For the Nod Road pump station connection:

$$\text{Groton Share} = \frac{95\% \text{ of Groton's Allocated Share of ADF} \times \text{Cost of Project}}{\text{Total Permitted ADF}}$$

2. For the Groton Dunstable Regional High School connection:

$$\text{Groton Share} = \frac{5\% \text{ of Groton's Allocated Share of ADF} \times \text{Cost of Project}}{\text{Total Permitted ADF}}$$

Note: 95% and 5% of Groton's Allocated Share of ADF are allocations of convenience and may not reflect actual flow measurements. For conveyance Capital Projects that include pipes to which the Nod Road pump station and the Groton Dunstable Regional High School pump station both contribute flow, 100% of Groton's Allocated Share of ADF shall apply.

6.1.c. General Formula for Determining Groton's Share of Treatment and Disposal Capital Costs. Calculating Groton's share of the costs of a Capital Project for treatment and disposal is expressed as:

$$\text{Groton Share} = \frac{\text{Groton's Allocated Share of ADF} \times \text{Cost of Project}}{\text{Total Permitted ADF}}$$

6.1.d Groton's Cost for Increased Capacity for Wastewater Conveyance, Treatment, and Disposal. Should Groton require additional capacity in the Pepperell



System and Pepperell has determined that the capacity is available to allocate to Groton, Groton shall pay for the value of the additional capacity as it relates to the Current Facility Value of the Pepperell Wastewater Treatment Facility. The Current Facility Value calculation is provided in Appendix D. The cost will be expressed as:

$$\text{Groton Cost} = \frac{\text{Groton's Increase in ADF} \times \text{Current Facility Value}}{\text{Facility ADF Capacity}}$$

6.1.e Cost for Larger Capacity Pipe. For those instances in which a larger-capacity pipe must be installed to accommodate increased flow from only one Town, the Town requesting the increased flow shall pay 100% of the cost to provide the larger-capacity pipe. Pepperell shall retain ownership of all pipes and appurtenances in Pepperell.

6.1.f Capital Project Construction. Capital Projects under this Agreement to repair, replace, or upgrade the Pepperell System shall be based upon Pepperell's determination that the capacity, age, condition, or NPDES Permit requirements merit such repair, replacement or upgrade. Pepperell shall have primary responsibility for the implementation of Capital Projects. As the owner of the Pepperell System, Pepperell shall be responsible for obtaining funding for the full amount of the Capital Project, subject to Groton's timely reimbursement of its pro rata share of Capital Costs as defined in this Agreement.

6.1.g. Capital Project Process. The process to develop and implement a Capital Project shall occur in the following sequential order, (as necessary to complete the project) and failure of achievement of any of the following steps in sequential order shall not allow the next step to proceed, subject to the Towns' dispute rights as set forth in Section 6.2 below:

- (1) Pepperell communicates that the Capital Project is necessary for achieving, implementing, maintaining or the continuation of this Agreement and the permitted flows set forth in this Agreement. Pepperell shall consult with Groton. Pepperell shall develop in writing a preliminary scope of work, budget, cost sharing allocation and timeline for the Capital Project.
- (2) The Town requiring increased capacity shall first obtain the necessary approvals from that Town's appropriating authority authorizing that Town to fund its portion of the Capital Project.
- (3) The Town not requiring the Capital Project shall obtain authorizations and appropriations from that Town's appropriating authority.
- (4) The design shall be completed. Project details and cost estimates for the Capital Project shall be reviewed by the Towns and any adjustments to the cost sharing must be mutually agreed upon before the construction phase of the project is initiated.

- (5) Payments for the Capital Project shall be made on the basis of the allocation determined in accordance with this Section 6 of the Agreement and shall be made on an annual basis or otherwise as the Towns agree.
- (6) Pepperell shall deliver written notice to Groton upon learning of any previously unanticipated change in the scope or cost of the Capital Project, when such change is deemed to alter or likely to alter the original scope of work or the cost of the Capital Project by more than 10%. Upon learning of significant, unanticipated cost overruns (more than 10%), either Town shall notify the other if it must seek an additional appropriation to provide the required supplemental funding for the Capital Project.
- (7) Within thirty (30) days of final completion of the Capital Project, a complete accounting of the costs and cost sharing shall be issued by Pepperell for review and acceptance by the Towns. Provided a supplemental appropriation is not required, any additional payments made or credits due shall be issued within thirty (30) days of the issuance of such accounting.

6.2 All disputes relating to invoices issued or payments due under Section 6 shall be subject to and governed by Section 16 of this Agreement.

## **SECTION 7. TOTAL GALLONAGE OF WASTEWATER AND FLOW LIMITS**

7.1 Groton agrees that the ADF of Groton wastewater into the Pepperell System shall not exceed the value stipulated in Appendix A. For the two connection points specified in this Agreement, the flow rates shall not exceed the values listed in Appendix A.

7.2 Should the Peak Flow exceed the limits set forth in Appendix A under Maximum Peak Flow for each connection point, Groton shall pay for all costs incurred by Pepperell for any expenses, fines, penalties, claims, and damages as a result of Groton transporting wastewater gallonage through the Pepperell System in excess of the Maximum Peak Flow permitted under this Agreement.

All disputes relating to invoices issued or payments due under Section 7.2 shall be subject to and governed by Section 16 of this Agreement.

7.2 The cost of treating the excess shall be paid by Groton as follows:

7.2.a. In addition to costs of treatment and disposal as provided in this Agreement, Groton shall be responsible for any specific expenses, fines, penalties, claims, and damages levied against Pepperell as a result of such excess wastewater and all costs of engineering, professional, and legal fees.

7.2.b. If Pepperell, upon request of Groton, agrees to accept additional wastewater from Groton, and if there exists sufficient capacity in the Pepperell System for handling,

treating, and disposing of the wastewater flows which are in excess of the quantities designated in this Agreement, Pepperell may, through an amendment of this Agreement, revise said quantities subject to a proportional method of sharing costs as described in Section 6.

7.3 Groton may not resell or lease flow allocations under this Agreement without first obtaining prior written consent of Pepperell, which consent shall not be unreasonably withheld.

## **SECTION 8. FLOW MONITORING AND COLLECTION SYSTEM ASSETS**

8.1 Both Towns agree to make available to the other Town access to existing flow meters relevant to this Agreement. Pepperell shall perform annual calibration by an independent testing firm of the flow metering devices used as part of the flow calculations for this Agreement. This includes flow meters at the Pepperell Wastewater Treatment Facility and at the Groton conveyance locations as identified in Appendix A. Calibration reports will be provided to Groton as available in the quarterly reports. Costs associated with the calibration, repairs, and replacements of the flow meters shall be included as part of the OM&R Costs associated with this Agreement.

8.2 If any flow monitoring equipment in Pepperell or Groton is out of order or service for any reason for a period of up to ten (10) days, the volume of wastewater flow for each such day shall be based on the daily average of the flow measurements for the previous 90 days, or such other method as the Towns agree upon. If any flow monitoring equipment in Pepperell or Groton is out of service for longer than 10 days, the volume of wastewater flow for each such day shall be based on a comparable period from the previous year or based on the previous year's ratios of Groton flow to total flow, or such other method as the Towns agree upon. Adjustments to the flow readings may be made by mutual agreement in cases where the flow metering equipment is providing non-representative and/or erroneous readings.

8.3 For the calculation of wastewater transportation, treatment, and disposal charges pursuant to this Agreement, the volume of wastewater flow from Groton and Pepperell shall be measured using the existing flow metering devices installed at the Groton conveyance locations and the Pepperell Wastewater Treatment Facility. The Pepperell Wastewater Treatment Facility flows shall be the effluent flow recorded by the monitoring equipment, adjusted to remove wastewater volumes that were not derived from the users of the Pepperell or Groton Wastewater Collection Systems.

8.4 Pepperell shall have the right to inspect facilities and equipment in Groton that may affect the Pepperell System regardless of whether such facilities and equipment are owned by Pepperell or Groton. These inspections and any inspections permitted under this Agreement may include any and all reasonable tests Pepperell deems necessary. By entering this Agreement, Groton consents to Pepperell's entry onto or into property of Groton for the purpose of performing any test or inspection (including of Direct Connections) that Pepperell may require under this Agreement. Prior to entry onto the

property of Groton to perform a test or inspection, Pepperell agrees to give Groton twenty-four (24) hours' oral notice thereof and Groton shall have the right, if desired, to have an employee of Groton accompany Pepperell personnel during the period of time Pepperell enters upon the property of Groton.

8.5 The Assets used for the calculation of OM&R Costs of the Pepperell and Groton Systems will be derived from record "as-built" drawings or Geographic Information System information based upon on-the-ground measurements or mapping conducted by the Towns on the publicly owned portions of the Systems. The Cost Allocation Model (Appendix E) is based upon an estimate of the time and effort needed for OM&R of each Asset category. Adjustments to the quantities and cost allocation of Assets may be made based upon mutual agreement of Pepperell and Groton.

## **SECTION 9. LIABILITY, INDEMNITY, AND INSURANCE**

9.1 To the fullest extent permitted by law, Groton agrees to indemnify and hold Pepperell harmless from and against any and all liabilities, losses, costs, forfeitures, or damages, and all expenses, including reasonable attorney's fees and court costs (collectively, "Groton Liabilities") actually incurred, suffered, or sustained by, or sought to be imposed upon, Pepperell that arise from the negligent acts or omissions of Groton in connection with this Agreement.

9.2 Groton shall defend any lawsuits with regard to claims for such Groton Liabilities, to the extent the Groton Liabilities arise from the negligent acts or omissions of Groton, and shall pay any judgments which result from said lawsuits, provided Pepperell provides Groton with adequate notice to enable Groton to defend any lawsuits. "Lawsuits" include arbitration proceedings, administrative proceedings, and all other governmental or quasi-governmental proceedings. The obligations of Groton under this section arising by reason of any such occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.

9.3 To the fullest extent permitted by law, Pepperell agrees to indemnify and hold Groton harmless from and against any and all liabilities, losses, costs, forfeitures, or damages, and all expenses, including reasonable attorney's fees and court costs (collectively, "Pepperell Liabilities") actually incurred, suffered, or sustained by, or sought to be imposed on, Groton that arise from the negligent acts or omissions of Pepperell in connection with this Agreement.

9.4 Pepperell shall defend any lawsuits with regard to claims for such Pepperell Liabilities, to the extent the Pepperell Liabilities arise from the negligent acts or omissions of Pepperell, and shall pay any judgments which result from said lawsuits, provided Groton provides Pepperell with adequate notice to enable Pepperell to defend any lawsuits. "Lawsuits" include arbitration proceedings, administrative proceedings, and all other governmental or quasi-governmental proceedings. The obligations of Pepperell under this section arising by reason of any such occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.

9.5 By entering into this Agreement, neither Town has waived any governmental immunity or limitation of damages which may be extended to it by operation of law, including but not limited to Massachusetts General Laws Chapter 258 (the Tort Claims Act.)

9.6 Insurance. At all times while Pepperell is carrying out services under this Agreement in Groton, including but not limited to operations, maintenance, repairs, and construction, and any activities incidental thereto, Pepperell shall obtain and maintain the following insurance coverage:

- i. General Liability with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis, with Pepperell named as additional insured.
- ii. Comprehensive Automobile Liability with coverage for bodily injury of \$500,000 each person and \$1,000,000 each accident and coverage for property damage of \$1,000,000 each accident, with Pepperell named as additional insured.
- iii. Excess Liability with \$2,000,000 minimum limits in excess of underlying limits, with Pepperell named as additional insured. The umbrella shall be no more restrictive than underlying coverage.
- iv. Worker's Compensation and Employer's Liability per Commonwealth of Massachusetts statutory limit.

Pepperell shall provide Groton with suitable evidence of the required insurance coverage. This insurance shall be written by a company licensed to do business in the state of Massachusetts with a minimum A.M. Best rating of A- VII. Each policy shall provide for written notification to Groton at least thirty (30) days prior to termination, material change or restrictive amendments. The coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of Pepperell. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and may result in termination of this Agreement.

## **SECTION 10. EXERCISE OF REMEDIES**

10.1 In addition to any remedies specifically granted in this Agreement, the Towns shall have any and all remedies at law and in equity, subject to the jurisdiction, arbitration and mediation provisions of Section 16 of this Agreement. A Town may exercise its rights and remedies at law and in equity. A Town may exercise its rights and remedies without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another. No delay or omission in exercising a right or remedy shall exhaust or impair the right or remedy or constitute a waiver of, or

acquiescence to, a breach or default under this Agreement.

#### **SECTION 11. FORCE MAJEURE**

11.1 In the event that Pepperell or Groton should be delayed, hindered in, or prevented from the performance of any act required under this Agreement by reason of strikes; stoppages of labor, shortages of material or equipment; fire; war; civil commotion; flood or other casualty; breakage or accident to properly maintained machinery or pipe; governmental regulations; the binding order of any court or governmental authority; the exercise of power of eminent domain; or other contingencies beyond the reasonable control of the Towns; then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.2 The occurrence of any force majeure event within the meaning of Section 11.1 above shall not excuse Groton from liability for payments owed, or Pepperell for credits owed to Groton, under this Agreement for services rendered prior to or subsequent to said occurrence.

#### **SECTION 12. NOTICES**

12.1 Notices and communications hereunder shall be in writing and shall be personally delivered or mailed by certified mail, return receipt requested, or by confirmed electronic mail, to Pepperell or Groton, as the case may be, at the following addresses:

Town of Pepperell  
Select Board  
One Main Street  
Pepperell, MA 01463  
Email: \_\_\_\_\_

Town of Groton  
Office of the Sewer Commission  
173 Main Street  
Groton, MA 01450  
Email: \_\_\_\_\_

Each Town shall have the right to change its address for purposes of receiving notice from time to time by giving the other Town notice. Separate copies of any notices issued pursuant to this section also shall be delivered or mailed to Town Counsel for the Towns at the Towns' addresses noted above, or such subsequent address(es) that may be provided in accordance with this section.

12.2 A notice shall be deemed to have been received on the date of hand delivery (with signed acknowledgement of receipt), the date of confirmation of delivery of electronic mail notice, or the date noted on the return receipt in cases where notice was sent by certified mail, return receipt requested.

#### **SECTION 13. EMERGENCIES**

13.1 Each Town shall notify the other of any emergency or condition in its wastewater system that may affect the wastewater system of the other Town. Notice shall

be given as soon as practicable after the proper municipal official has knowledge of said emergency or condition, and may be made orally, in writing, or through electronic mail correspondence.

#### **SECTION 14. SEVERABILITY**

14.1 If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be determined to be invalid or unenforceable by a court or governmental authority having jurisdiction thereof, the remainder of this Agreement or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

#### **SECTION 15. AMENDMENTS**

15.1 No officer, official, agent, or employee of Pepperell or Groton shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind Pepperell or Groton by making any promise or representation not contained in this Agreement except by an amendment, in writing, executed by both Towns in the same manner as this Agreement is executed. Neither Town may rely on any conduct, statements, action, inaction or course of conduct of the employees, agents or officers of the other Town as having changed, modified or amended this Agreement. Neither Town shall be construed as waiving any provision of the Agreement unless the waiver is executed in writing as an amendment to this Agreement.

15.2 No waiver by either Town of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either Town shall not be construed as a waiver of any term or condition of this Agreement nor shall it limit the legal or equitable remedies available to that Town.

15.3 The Appendices represent the current conditions relative to the terms and purposes of this Agreement. It is likely that modifications to the Appendices will be required as a result of changes in connections, services performed, Asset types, budgeting, cost accounting, etc. Changes to the Appendices will be made by mutual consent of the Pepperell Board of Public Works and the Groton Sewer Commission and such change will be documented and a revised Appendix or Appendices will be attached to this Agreement.

#### **SECTION 16. MEDIATION; VENUE, JURISDICTION, AND CHOICE OF LAW**

16.1 MEDIATION: Prior to the commencement of a court action as permitted by Section 16.2, the Towns may attempt to resolve disputes by way of non-binding, voluntary mediation. The Towns agree to work in good faith to promptly designate a mutually acceptable mediator, and schedule and hold the mediation as soon as reasonably practicable. The Towns agree to split equally the cost of mediation and to bear their own

attorney's fees incurred in preparing for and participating in such mediation.

16.2 VENUE, JURISDICTION, AND CHOICE OF LAW: The Towns agree that disputes arising under this Agreement shall be adjudicated and resolved by the filing of an action in Middlesex Superior Court in Cambridge, Massachusetts. The Towns agree that said Middlesex Superior Court has jurisdiction over such claims and that venue is proper. The Towns agree that disputes arising under this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

#### **SECTION 17. ENTIRE AGREEMENT**

17.1 The terms and provisions of this Agreement, together with all the attachments referenced in this Agreement, constitute the entire agreement between the Towns and shall supersede all previous communications, representations, or agreements, either oral or written, between the Towns with respect to the subject matter hereof and thereof. No agreement or understanding varying or extending the same shall be binding upon either Town unless in writing signed by both Towns.

**[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the Towns of Groton and Pepperell have executed this IMA through their duly authorized representatives as of the day and year first above written.

TOWN OF GROTON  
BY ITS SELECT BOARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF GROTON  
BY ITS SEWER COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to the Vote on \_\_\_\_\_ 2025

Pursuant to the Vote on \_\_\_\_\_ 2025

Approved as to Form

\_\_\_\_\_  
Town of Groton Town Counsel

Dated: \_\_\_\_\_ 2025

TOWN OF PEPPERELL  
BY ITS SELECT BOARD

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TOWN OF PEPPERELL  
BY ITS BOARD OF PUBLIC WORKS

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Pursuant to the Vote on \_\_\_\_\_ 2025

Pursuant to the Vote on \_\_\_\_\_ 2025

Approved as to Form:

\_\_\_\_\_  
Pepperell Town Counsel

Dated: \_\_\_\_\_, 2025

## APPENDIX A

### Wastewater Volume Limitations and Collection System Connection Points

Wastewater Volume Limitations:

- |   |                               |
|---|-------------------------------|
| 1. Groton's Allocated Share of ADF:       | 0.275 million gallons per day |
| 2. Total Permitted ADF (NPDES permitted): | 1.1 million gallons per day   |

Groton Connections to Pepperell included under this Agreement:

1. Rail Trail at Main Street, Pepperell — Nod Road pumping station force main discharge point.
2. Jersey Street – Groton Dunstable Regional High School force main discharge point.

Connection Identification	Maximum Peak Flow (current maximum pumping rate plus 10%)	Average Daily Flow
Main Street – Nod Road wastewater pumping discharge point	500 gallons per minute (gpm) + 50 gpm = 550 gpm (as measured over a one hour period)	
Jersey Street – Groton Dunstable Regional High School discharge point	120 gallons per minute (gpm) + 30 gpm = 150 gpm (as measured over a one hour period)	
Groton total		0.275 million gallons per day
NPDES permitted discharge volume		1.1 million gallons per day

## APPENDIX B

### Wastewater Collection System Services

Pump Stations	Routine observations
	Adjustments to equipment
	Alarm Response
	Wet well cleaning
	Housekeeping
	External landscaping maintenance and snow removal
	Generator maintenance
	Maintenance / replacement of sensors
	Facility maintenance
Siphons	Routine observations
	Cleaning annually
Manholes	Inspections – minimum of 10% of manholes per year in Groton
	Casting Adjustments / Replacements
	Low-pressure sewer system cleanout and air release valve observations
Pipes	Trouble spot – routine observations
	Jet Vactor cleaning – annually at locations noted below
	Jet Vactor cleaning – Other areas – minimum of 15% per year *
	Internal CCTV inspection – minimum of 15% per year *
Connections	Permitting and Inspection of new connections
	Tie Card Generation
Dig-Safe Markouts	Emergency and ordinary markouts
Engineering (if requested)	Review of plans
	Assistance with administration of the Groton Collection System

\* It is anticipated the system will be cleaned and inspected over an initial seven-year period. Upon completion of the first seven-year program, the Towns will review the findings and develop a mutually agreeable program for continued inspection and maintenance of the Groton system.

This list represents the typical services that will be performed by Pepperell on the Pepperell and Groton Wastewater Collection Systems. The list is not exhaustive and is not meant to identify every potential OM&R activity that may be completed by the Pepperell wastewater staff, but provides an indication of the types of work that are anticipated to be performed. Projects that contain work that is being conducted as part of a Capital Project and beyond the Pepperell's ability to perform may be contracted out to a third party. The costs of such work will be included in the respective Town's budget. The services may change due to the available equipment and capacity of the staff.

Pepperell agrees to perform OM&R activities in the Groton Wastewater Collection System at frequencies and quality of work proportional to its OM&R activities in the Pepperell Wastewater Collection System. Frequencies of service noted in the table above can be modified as agreed upon by both Towns. Pepperell will provide Groton with a list of specific (non-routine) services performed quarterly.

Trouble spots are:

- Wintergreen Lane – jet annually
- Pleasant Street
- Court Street
- Mayfield Drive

## APPENDIX C

### Model Cost Allocation Calculations



## APPENDIX C

### Table of Contents

Table 1	Cost Summary Table
Table 2	Pepperell Operation, Maintenance and Repair Budget
Table 3	Groton Operation, Maintenance and Repair Budget
Table 4	Pepperell Wastewater Staff Allocations
Table 5	Pepperell and Groton Wastewater Flows
Table 6	Collection System Assets
Table 7	Operation, Maintenance and Repair Cost Allocations
Table 8	Capital Cost Allocations

<p align="center"><b>APPENDIX C - TABLE 1</b></p> <p align="center"><b>Summary of Groton Charges for Wastewater Service</b></p> <p align="center"><b>FY2023 Pepperell / Groton Estimates</b></p>
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Groton Charges for Wastewater Services	Basis	Budget	Forecast
Wastewater Treatment Plant OM&R	Tables 5 & 7	\$ 319,057.01	\$ 292,900.25
Collection System OM&R	Tables 6 & 7	\$ 302,657.47	\$ 220,164.53
<b>Total Estimated OM&amp;R for Groton Total FY 2023</b>		\$ 621,714.48	\$ 513,064.77
<b>Monthly Payment</b>			\$ 43,000.00

WWTP Debt Service @ Groton Capital Allocation	Table 8	\$ 151,131.96	\$ 151,131.96
CS Debt Service for shared pipes		\$ -	\$ -
<b>Total Debt Service for Groton FY 23</b>		\$ 151,131.96	\$ 151,131.96

**Groton High School Apportionment**

Groton Dunstable HS WWTP	Tables 5 & 7	\$ 7,322.51
Groton Dunstable HS Collection System Costs	Tables 6 & 7	\$ 69,651.67
<b>Total Estimated OM&amp;R for GDRHS FY2023</b>		\$ 76,974.18
<b>Monthly Payment</b>		\$ 6,414.51

**APPENDIX C - TABLE 2**  
**OM&R Cost Allocation**  
**Total Pepperell/Groton OM&R Budget FY2023**

	Budget	Forecast	Cost Center	Allocation(s)
Salaries	\$ 53,505.00	\$ 50,000.00	Salary	FTE Ratio
Wages, Hourly	\$ 575,352.52	\$ 525,000.00	Salary	FTE Ratio
Indirects	\$ 110,000.00	\$ 110,000.00	Salary	FTE Ratio
Overtime	\$ 71,000.00	\$ 60,000.00	Salary	FTE Ratio
Longevity	\$ 990.00	\$ 990.00	Salary	FTE Ratio
County Retirement Assessment	\$ 191,135.00	\$ 191,135.00	Salary	FTE Ratio
Unemployment Assessment	\$ 7,500.00	\$ -	Salary	FTE Ratio
Health Insurance	\$ 145,000.00	\$ 135,000.00	Salary	FTE Ratio
Life Insurance	\$ 315.00	\$ 315.00	Salary	FTE Ratio
Medicare	\$ 11,500.00	\$ 10,500.00	Salary	FTE Ratio
Electricity - Building	\$ 45,000.00	\$ 42,500.00	Split	80/20 (WWTP/CS)
Natural Gas Building	\$ 20,000.00	\$ 25,000.00	Split	80/20 (WWTP/CS)
Town Water	\$ 35,000.00	\$ 40,000.00	WWTP	Direct
R&M Equipment	\$ 45,000.00	\$ 40,000.00	Split	80/20 (WWTP/CS)
R&M Buildings & Grounds	\$ 35,000.00	\$ 30,000.00	Split	80/20 (WWTP/CS)
R&M Vehicle	\$ 11,000.00	\$ 7,500.00	Split	80/20 (WWTP/CS)
Legal	\$ 2,500.00	\$ -	Split	80/20 (WWTP/CS)
Advertising	\$ 1,000.00	\$ 200.00	Split	80/20 (WWTP/CS)
Consulting and Engineering	\$ 5,000.00	\$ -	Split	80/20 (WWTP/CS)
Data Processing and Communication	\$ 20,000.00	\$ 30,000.00	Split	80/20 (WWTP/CS)
Compliance Testing	\$ 15,000.00	\$ 25,000.00	WWTP	Direct
Training Licenses Subscriptions	\$ 6,000.00	\$ 5,000.00	Split	80/20 (WWTP/CS)
Composting / Sludge Disposal	\$ 205,000.00	\$ 225,000.00	WWTP	Direct
Postage	\$ 4,000.00	\$ 4,500.00	Split	80/20 (WWTP/CS)
Gasoline	\$ 12,500.00	\$ 10,000.00	Split	80/20 (WWTP/CS)
Office Supplies	\$ 12,000.00	\$ 8,000.00	Split	80/20 (WWTP/CS)
Collection System Maintenance	\$ 50,000.00	\$ 35,000.00	Collection System	CS Proportion
Groton Pump Station Maintenance	\$ 5,000.00	\$ 3,500.00	Collection System	CS Proportion
Pump Station Maintenance	\$ 15,000.00	\$ 10,000.00	Collection System	CS Proportion
Lab Supplies	\$ 10,000.00	\$ 12,500.00	WWTP	Direct
Alum	\$ 2,000.00	\$ -	WWTP	Direct
PAC	\$ 25,000.00	\$ 35,000.00	WWTP	Direct
Polymer	\$ 12,000.00	\$ 10,000.00	WWTP	Direct
Sodium Hypochlorite	\$ 300.00	\$ -	WWTP	Direct
Uniforms	\$ 8,000.00	\$ 7,500.00	Salary	FTE Ratio
Contingency	\$ 80,000.00	\$ -	Split	80/20 (WWTP/CS)
Groton Costs allocated from Groton budget(1)	\$ 46,253.00	\$ 40,753.00	Collection System	CS Proportion
Package Policy	\$ 23,000.00	\$ 18,500.00	Salary	FTE Ratio
Workman's Compensation	\$ 15,000.00	\$ 10,000.00	Salary	FTE Ratio
Special Coverages	\$ 1,000.00	\$ -	Salary	FTE Ratio
Deductibles	\$ 1,000.00	\$ -	Salary	FTE Ratio
Capital Line Item	\$ 100,000.00	\$ 65,000.00	Split	80/20 (WWTP/CS)

(1) Taken from Appendix C - Table 3

**APPENDIX C - TABLE 3**  
**Groton Center District Sewer OM&R Expense Budget FY2023**

<b>EXPENSES</b>				
	Budget	Allocation %	Allocation to Direct Collection System OM&R	Forecast
<b>OPERATING EXPENSE</b>				
Treatment	\$ 381,700	N/A		
System Maintenance (PS & System) - Pepperell	\$ 129,373	N/A		
Fuel (Gas/ Propane)	\$ 500	100%	\$ 500	\$ 450
Electric	\$ 11,000	100%	\$ 11,000	\$ 9,900
Telemetry	\$ 3,500	100%	\$ 3,500	\$ 3,150
Pepperell Upgrade - Phase 1	\$ 24,248	N/A		
Pepperell Expansion - Phase 1	\$ 27,279	N/A		
Pepperell Upgrade - Phase 2	\$ 71,110	N/A		
Pepperell Engineering				
Pepperell Upgrade Evaluation '17				
Nod Rd/PB Woods Pump Station Upgrades				
Environmental Partners / Engineering	\$ 15,000	N/A		
<b>OFFICE EXPENSE</b>				
Wages	\$ 44,322	25%	\$ 11,081	\$ 11,081
1/3 of Bus. Mgr.	\$ 22,486	25%	\$ 5,622	\$ 5,622
Intergovernmental	\$ 32,684	25%	\$ 8,171	\$ 8,171
Postage/Printing	\$ 4,000	40%	\$ 1,600	\$ 1,600
Office Supplies	\$ 500	100%	\$ 500	\$ 500
Telephone			\$ -	\$ -
Legal/ Advertising Expenses	\$ 2,500	0%	\$ -	\$ -
Easements/Surveying	\$ 1,500	100%	\$ 1,500	\$ -
Misc.-repair, infiltr, manholes, etc.	\$ 2,500	100%	\$ 2,500	\$ -
Software Service Contract	\$ 1,400	0%	\$ -	\$ -
Meter Repairs	\$ 25,000	0%	\$ -	\$ -
MIIA	\$ 700	40%	\$ 280	\$ 280
Other Misc Expenses				
<b>Total</b>			<b>\$ 46,253</b>	<b>\$ 40,753</b>

# APPENDIX C - TABLE 4

## Full Time Equivalent Calculation

### Pepperell Wastewater Staffing FY2023

Sewer Division Personnel	FTE	Collection System		Treatment Plant	
		Allocation	CS FTE	Allocation	WWTP FTE
Business Manager	0.5	50%	0.25	50%	0.25
Program Administrator	0.8	50%	0.4	50%	0.4
Program Administrator	0.2	50%	0.1	50%	0.1
GIS Analyst	0.3	100%	0.3	0%	0
Wastewater Superintendent	1	20%	0.2	80%	0.8
Chief Collection System Operator	1	80%	0.8	20%	0.2
WWTP Operator 2	1	20%	0.2	80%	0.8
WWTP Operator 2 Collection Sys	1	80%	0.8	20%	0.2
Operator 2	1	20%	0.2	80%	0.8
Operator 2	1	20%	0.2	80%	0.8
Water/Sewer Laborer	0.5	66%	0.33	34%	0.17
Total			3.78		4.52
Percent			46%		54%

Note the charges are based upon the actual costs.

If a position is empty no costs will be incurred. Overall FTE split will not change

APPENDIX C - Table 5  
Percent Flow Calculation  
Pepperell / Groton Flows\* - Gallons

Year	Month	Pepperell	Groton (Nod Road)	GDRHS	Groton Total	Total	% Groton	%GDRHS of %Groton
2022	July	10,062,576	2,536,348	44,980	2,581,328	12,643,904	20.42%	1.74%
2022	August	10,333,192	2,592,784	38,250	2,631,034	12,964,226	20.29%	1.45%
2022	September	8,381,114	2,961,286	96,780	3,058,066	11,439,180	26.73%	3.16%
2022	October	9,472,638	3,056,232	98,920	3,155,152	12,627,790	24.99%	3.14%
2022	November	9,646,117	3,107,184	78,027	3,185,211	12,831,328	24.82%	2.45%
2022	December	11,227,008	4,191,136	92,000	4,283,136	15,510,144	27.62%	2.15%
2023	January	12,755,850	5,309,456	84,390	5,393,846	18,149,696	29.72%	1.56%
2023	February	10,626,186	4,323,680	73,110	4,396,790	15,022,976	29.27%	1.66%
2023	March	12,937,756	5,397,360	95,220	5,492,580	18,430,336	29.80%	1.73%
2023	April	11,068,978	4,361,040	86,270	4,447,310	15,516,288	28.66%	1.94%
2023	May	11,662,956	4,554,864	133,860	4,688,724	16,351,680	28.67%	2.85%
2023	June	10,192,018	3,667,936	63,390	3,731,326	13,923,344	26.80%	1.70%
							26.48%	2.13%

\*Adjustments to the flow values may be necessary as a result of non-metered or other measured flows from wastewater processing

**APPENDIX C - Table 6**  
**Pepperell and Groton Collection System Assets and Use**  
**Pepperell/Groton OM&R Collection System Charges Calculation**

Asset Type	GROTON TOTAL	PEPPERELL	Town of Groton Used	Groton Dunstable Regional HS Used	Pepperell Used	TOTAL USED
Pump Stations	Nod Road Partridgeberry GDRHS	Heald Sheffield Park Brookline Adams	Nod Road Partridgeberry	GDRHS	Heald Sheffield Park Brookline Adams	
Pump Stations (each)	3	5	2	1	5	8
Siphons (each location)	1	2	2	1	2	5
Pipe and Manholes (miles)	11.3	34.79	11.3	3	34.79	49.09

Cost Allocation by Asset	
Pump Station	40%
Siphon	10%
Pipe and Manholes	50%

**APPENDIX C - TABLE 7**  
**OM&R Cost Calculations**  
**FY2023**

Cost Center	Budget	Forecast	Allocation Basis	Data Source
Total Salaries	\$ 1,214,297.52	\$ 1,118,940.00	FTE	Table 2
Total Salaries - WWTP	\$ 661,280.09	\$ 609,350.46	54%	Table 4
Total Salaries - CS	\$ 553,017.42	\$ 509,589.54	46%	Table 4
Direct Expenditures - CS	\$ 116,253.00	\$ 89,253.00	CS	Table 2
Direct Expenditures - WWTP	\$ 304,300.00	\$ 347,500.00	WWTP	Table 2
Split Expenditures	\$ 399,000.00	\$ 267,700.00	80/20	Table 2
Split Expenditures - CS	\$ 79,800.00	\$ 53,540.00	20%	
Split Expenditures - WWTP	\$ 319,200.00	\$ 214,160.00	80%	
Groton Direct Expenditures CS	\$ 46,253.00	\$ 40,753.00		
Total WWTP OM&R Cost	\$ 1,284,780.09	\$ 1,171,010.46		
Total CS OM&R Cost	\$ 795,323.42	\$ 693,135.54		
<b>Groton WWTP Cost Allocation</b>				
Total WWTP OM&R Cost	\$ 1,284,780.09	\$ 1,171,010.46		Pepperell Budget
Septage Revenue	\$ 80,000.00	\$ 65,000.00		
Net WWTP OM&R Cost	\$ 1,204,780.09	\$ 1,106,010.46		
Groton Percent Flow			26.48%	Table 5
<b>Total Groton WWTP Cost</b>	<b>\$ 319,057.01</b>	<b>\$ 292,900.25</b>		
<b>Groton CS Cost Allocation</b>				
Total CS OM&R Cost	\$ 795,323.42	\$ 693,135.54		
Pump Station Allocation	\$ 318,129.37	\$ 277,254.22	40%	Table 6
Siphon Allocation	\$ 79,532.34	\$ 69,313.55	10%	Table 6
Pipe Allocation	\$ 397,661.71	\$ 346,567.77	50%	Table 6
Groton Pump Station Allocation	\$ 119,298.51	\$ 103,970.33	38%	Table 6
Groton Siphon Allocation	\$ 47,719.41	\$ 41,588.13	60%	Table 6
Groton Pipe Allocation	\$ 115,839.53	\$ 100,955.78	29%	Table 6
Base Groton CS Cost	\$ 282,857.45	\$ 246,514.24		
Groton Direct Expenditures CS	\$ 46,253.00	\$ 40,753.00		Table 3
Difficulty Factor			7%	
<b>Total Groton CS Cost</b>	<b>\$ 302,657.47</b>	<b>\$ 220,164.53</b>		
Groton HS CS Apportionment		\$ 69,651.67	Based Upon System Use	Table 6



**APPENDIX C - TABLE 8**  
**Capital Cost Allocation**  
**Pepperell Capital Budget FY23**

	Budget	Cost Center	Shared	Allocation Amount
WWTP 1 Design - Principal (ATM6/05)	\$ 17,000.00	WWTP	N/A	\$ 17,000.00
WWTP 1 Design - Interest (ATM6/05)	\$ 510.00	WWTP	N/A	\$ 510.00
WWTP 1 Constr - Principal (ATM6/05)	\$ 297,227.25	WWTP	N/A	\$ 297,227.25
WWTP 1 Constr - Interest (ATM6/05)	\$ 4,697.00	WWTP	N/A	\$ 4,697.00
WWTP 1 Constr - Admin Fees (ATM6/05)	\$ 1,181.25	WWTP	N/A	\$ 1,181.25
WWTP 2 Constr - Principal (ATM5/18)	\$ 186,446.00	WWTP	N/A	\$ 186,446.00
WWTP 2 Constr - Interest (ATM5/18)	\$ 86,573.32	WWTP	N/A	\$ 86,573.32
WWTP 2 Constr - Admin Fees (ATM5/18)	\$ 6,493.00	WWTP	N/A	\$ 6,493.00
Townsend Street - Principal (STM10/07)	\$ 24,000.00	Collection System	No	
Townsend Street - Interest (STM10/07)	\$ 3,030.00	Collection System	No	
Parker/Oak Hill - Principal	\$ 25,000.00	Collection System	No	
Parker/Oak Hill - Interest	\$ 3,285.00	Collection System	No	
UV Cover - Principal	\$ 4,000.00	WWTP	N/A	\$ 4,000.00
UV Cover - Interest	\$ 400.00	WWTP	N/A	\$ 400.00
Park Street 3 - Principal (ATM6/05)	\$ 13,000.00	Collection System	No	
Park Street 3 - Interest (ATM6/05)	\$ 390.00	Collection System	No	
Brookline Village - Principal (ATM7/10)	\$ 87,000.00	Collection System	No	
Brookline Village - Interest (ATM7/10)	\$ 29,580.00	Collection System	No	
Nashua Road Design - Principal (STM10/07)	\$ 4,000.00	Collection System	No	
Nashua Road Design - Interest (STM10/07)	\$ 1,360.00	Collection System	No	
SEP Design IV Principal (ATM5/09)	\$ 7,000.00	Collection System	No	
SEP Design IV Interest (ATM5/09)	\$ 2,380.00	Collection System	No	
Nashua Road Const - Principal (ATM5/08)	\$ 65,000.00	Collection System	No	
Nashua Road Const - Interest (ATM5/08)	\$ 22,100.00	Collection System	No	
Interest on Temporary Loans	\$ -			
Total WWTP				\$ 604,527.82
Groton Capital WWTP Allocation				25%
Groton Proportionate Share WWTP				\$ 151,131.96
Total CS				\$ -
Groton Capital Collection System Allocation				N/A
Groton Proportionate Share CS				\$ -

## APPENDIX D

### Current Facility Value Basis

## APPENDIX D - CURRENT FACILITY VALUE BASIS

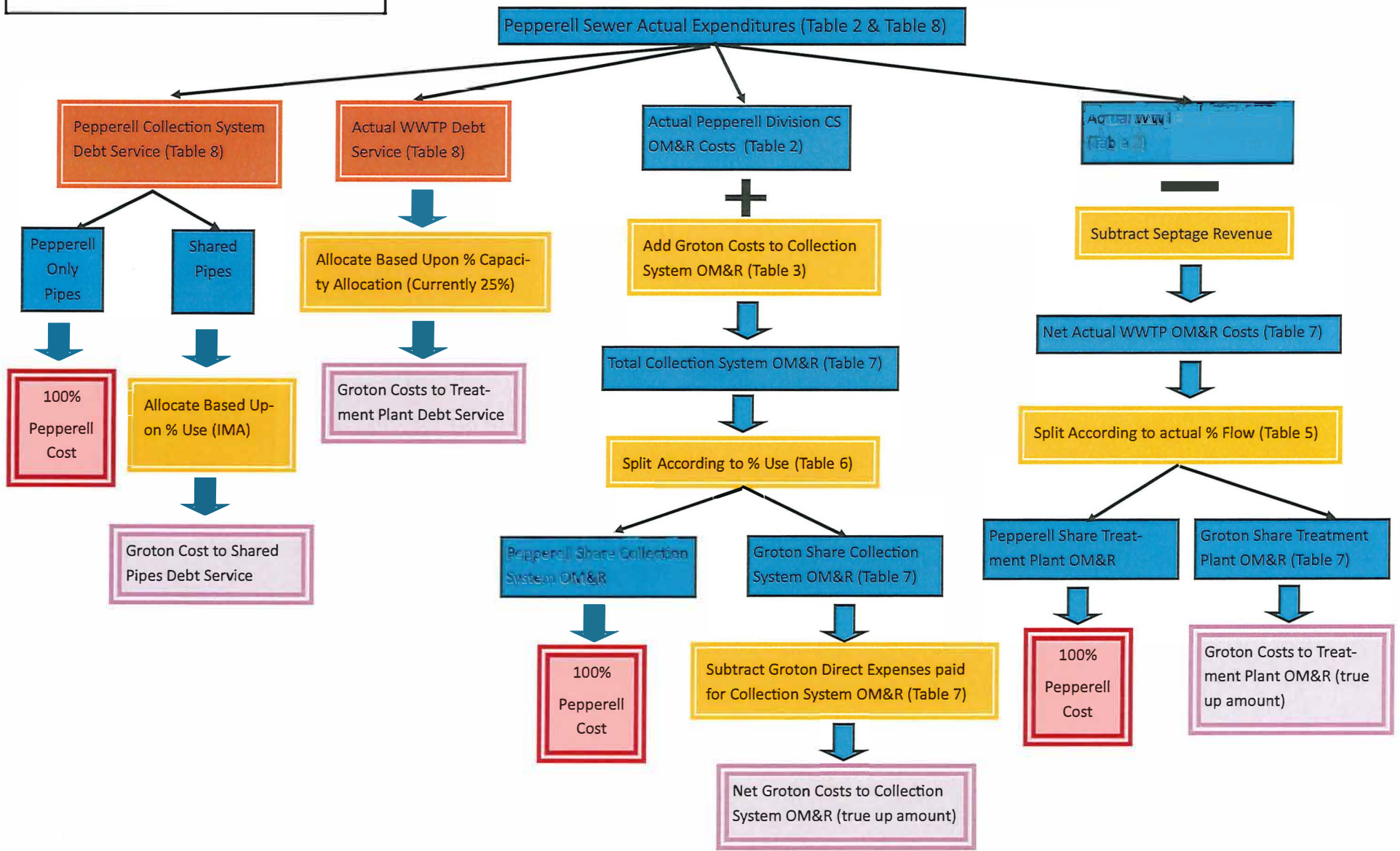
Current Value using previous Capital Costs (principal and interest paid)

	Loan Start Date	Capacity ADF gallons per day	Original Cost \$	Principal Paid (to date) \$	Interest & Fees Paid (to date) \$	Total Current Value \$	Value per gallon \$/gallon
Original Plant Construction	1979	700,000	\$ 885,598	\$ 885,598	\$ 165,000		
Total Cost to date						\$ 1,050,598	\$ 1.5009
Upgrade (Lab/Admin building, BFP Compost etc.)	1987	700,000	\$ 650,000	\$ 650,000	\$ 227,861		
Total Cost to date						\$ 877,861	\$ 1.2541
Upgrade to 1.1 MGD Construction (2nd clarifiers, AT expansion, GBT, UV System)	2005	1,100,000	\$ 4,378,352	\$ 4,334,153	\$ 1,178,031		
Total Cost to date						\$ 5,512,184	\$ 5.0111
Upgrade to 1.1 MGD Design (2nd clarifiers, AT expansion, GBT, UV System)	2004	1,100,000	\$ 360,000	\$ 360,000	\$ 158,017		
Total Cost to date						\$ 518,017	\$ 0.4709
Upgrade to 1.1 MGD (Facility Imps, Aeration upgrade, HVAC)	2021	1,100,000	\$ 4,605,719	\$ 559,425	\$ 290,342		
Total Cost to date						\$ 849,767	\$ 0.7725
					<b>TOTAL COST PER GALLON</b>	<b>\$</b>	<b>9.0095</b>

## APPENDIX E

### Cost Allocation Model

APPENDIX E—COST ALLOCATION MODEL



**SELECT BOARD MEETING MINUTES  
MONDAY, FEBRUARY 10, 2025  
UN-APPROVED**

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

**SB Members Absent:** John Reilly;

**Also Present:** Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Patricia DuFresne, Assistant Finance Director/Town Accountant; Melisa Doig, Human Resource Director; Bud Robertson, Finance Committee Chair; Mary Jennings

**Destination Groton Committee Members:** Greg Sheldon; Jeff Gordon; Brian Bolton; Joni Parker Roach.

**Friends of Prescott:** Megan Donovan, Director; Jeff Gordon, President.

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

**ANNOUNCEMENTS**

Mr. Haddad announced that the town received a check from Groton Hill Music Center in the amount of \$35,534 from the 2024 Fourth Quarter proceeds from the Groton Community Fund. He said the average quarterly payment ranges between \$12,000 and \$16,000. This check is the largest one received to date. Mr. Haddad expressed his gratitude to the Groton Hill Music Center for their continued support of the Town.

**PUBLIC COMMENT PERIOD #1**

None

**TOWN MANAGER'S REPORT**

**1. Fiscal Year 2025 Second Quarter Financial Update.**

Mr. Haddad wanted to take a few minutes to review the FY 2025 Second Quarter Financial Update with the Board. He reported that the Town's revenue receipts have increased compared to last year. He explained that Motor Vehicle/Boat Excise, Meals Tax, and Local Option Room Occupancy Tax are up from last year. Additionally, revenues from the Country Club rose from \$217,000 over the first two quarters of last year to \$261,000 this year. They continue to perform well.

Mr. Haddad explained that investment income has decreased compared to the previous year, which was anticipated based on the fact that the Florence Roche Construction Project was nearing completion. He was pleased with the revenues and said Groton is in very good shape. The first commitment of motor vehicle excise tax will be sent out soon, and expenditures are right on track. Mr. Haddad anticipates a deficit related to snow and ice expenses. He said department heads continue to do a great job managing their budgets. Finance Committee Chair Mr. Robertson said he would be pleased if they maintained this positive trend.

## **2. Update on Select Board's 2025 Goals.**

Mr. Haddad provided the Board with the following updates on the Select Board Goals for FY 2025 (said update was contained in the Board's Meeting Packet):

### **1. Support Boards and Committees**

**Sustainability Commission:** The Working Group provided a report and recommendation to the Select Board at their meeting on December 16<sup>th</sup>. At the meeting, the Working Group Recommended that the Select Board bring an Article to the Town Meeting recommending adopting a resolution supporting the goal by the Commonwealth of reducing state-wide greenhouse gas emissions by 2050. The Select Board voted unanimously to bring this to the 2025 Spring Town Meeting.

Mr. Haddad said that Ms. Charlotte Weigel, a member of the Sustainability Committee, is doing a phenomenal job leading the committee. He explained that they applied for a grant to hire an Energy Manager in partnership with the towns of Harvard, Shirley, and Ayer. This Energy Manager would serve all four municipalities.

**Diversity, Equity, and Inclusion Committee:** There is No New Update. This Goal is on-going.

**Affordable Housing Trust:** There is No New Update.

Ms. Pine respectfully requested that the Select Board draft a Letter of Support for the Affordable Housing Trust for their application to the Community Preservation Committee. This application is for funding to build reserves, which is a new approach to building affordable housing. Ms. Pine said this was a request for funding to the CPC for \$400,000. The Select Board supported Mr. Haddad in drafting this letter.

**Planning Board:** There is No New Update. The Planning Board still plans to bring the matters of updating the Accessory Dwelling Unit Zoning Bylaw, the Master Plan, and MBTA Zoning amendments to the 2025 Spring Town Meeting.

### **2. PILOTS:** Mr. Haddad stated that this goal was essentially completed with the Report provided to the Select Board from the PILOT Working Group. The next step would be for the Select Board to consider implementing the recommendation. This matter would be scheduled for a future Select Board Meeting.

**FY 2026 Budget Development/Implementation:** The Town Manager has completed his proposed Budget and submitted it to the Select Board and Finance Committee in compliance with the Charter. The Budget is now under review. Mr. Cunningham inquired about having the Town's State Delegation attend a future meeting to provide an update on local aid, including Chapter 70 Aid. Mr. Haddad said he would contact the Delegation (Senator Cronin and Representatives Scarsdale and Sena) and invite them to attend the February 24<sup>th</sup> Select Board meeting.

3. Provide Tax Relief for Seniors: The Assessors have updated the Select Board on various pieces of legislation before the legislature to provide Tax Relief to Groton's Seniors. Principal Assessor Ms. Foster has been actively lobbying for these acts.
4. Charter Review: The Charter Review Committee held its Public Hearing on December 5<sup>th</sup> and has begun finalizing its various recommendations on proposed changes to the Groton Charter. The main recommendation is to change the way the Police Chief, Fire Chief, and Town Clerk are appointed by having the Town Manager appoint them subject to ratification by the Select Board. The Select Board reviewed this proposal and developed an Appointment Policy for the Town Manager and Select Board to follow when filling these vacancies. The Select Board is in favor of this change. The Charter Review Committee will finalize its recommendation and provide a final report to the 2025 Spring Town Meeting.

Mr. Haddad stated that the last three items for the Charter Review Committee to discuss and review are the Park Commission proposal, the Town Manager Appointment Policy, and the Personnel Board. The Committee's meeting is scheduled for Thursday, February 13<sup>th</sup>, at 4:30 p.m., where these topics will be discussed.

### **3. Update on Fiscal Year 2026 Budget.**

The Select Board and Finance Committee will meet in a Joint Session on Saturday, February 22, 2025, at 8:30 a.m., to review the Budget with various Departments. Mr. Haddad said that a meeting between the Finance Committee and School Officials will be held on Tuesday, February 25, 2025, beginning at 7:00 p.m. for the Finance Committee to review the Superintendent's Budget. Mr. Haddad said that he would post this meeting as a Select Board meeting in the event that a quorum of the Board wishes to attend the meeting. Mr. Haddad is in the process of setting up a Joint Meeting between Groton, Dunstable, and Groton Dunstable Regional School District Officials to be held on Monday, March 3, 2025, to review FY 2026 Budget issues. This meeting will be held at the Groton Center in West Groton.

Mr. Haddad shared some unfortunate news with the Board. He explained that last year, the Town of Groton decided to leave its health insurance provider, Minuteman Nashoba Health Group, due to an unprecedented rate increase of 13.5%. The Town then joined the Massachusetts Interlocal Insurance Association (MIIA) as the unions allowed it and only saw a 5% increase in insurance. Mr. Haddad said this was outstanding. MIIA guaranteed the Town the average increase in health insurance for the second year. They indicated that the average has been between 5% and 7 % over the last several years. Initially, MIIA provided Groton with a preliminary increase of 7%. This initial figure was later raised to 10% and then 12%. Based on this, Mr. Haddad budgeted for a 12% increase in health insurance in his proposed Budget. He also incorporated all Union obligations in the Budget based on the proposed Health Insurance increase to remain in compliance with the Guidance of keeping any increase in the Municipal Budget to \$475,000.

Last week, MIIA notified the Town of an anticipated increase of 14.8% for FY 2026. Mr. Haddad is extremely disappointed with MIIA regarding this increase. Due to the 14.8% increase in health



insurance, his previously balanced budget is now out of balance by \$25,000. He will need to return to the Finance Committee to discuss this matter.

He explained that MIIA promised the Town that any increases would be based on individual member usage history, rather than group history. The Town currently has a usage rate of 77%, yet it will still receive a 14.8% increase. Mr. Haddad will draft a letter to MIIA regarding the proposed health insurance increase to the Town of Groton for FY 2026.

Mr. Haddad said that revenue has increased in some of the estimates he initially projected when preparing the budget. He plans to discuss with the Finance Committee the possibility of revising the Guidance of limiting the FY 2026 Municipal Budget increase to \$475,000 based on the higher revenue projections. They will discuss this during the joint session meeting of the Select Board and Finance Committee on February 22nd.

Mr. Haddad also wanted to share some potential good news with the Board.

When he presented the Budget last week, he said \$1,365,654 was available in New Revenues for the Groton Dunstable Regional School District (GDRSD), which would result in a shortfall of \$980,000 under a level service budget. Mr. Haddad explained that since he presented the Budget last week and the Governor's Budget was released, the School Committee reviewed their Budget and voted to modify the Guidance provided to the Superintendent. As a result, the shortfall was reduced from \$980,000 to \$827,090. This remaining shortfall would still require an override in both the Towns of Groton and Dunstable. This represents Budget Scenario #1- the Superintendent's Proposed Budget. This Scenario proposes a 6.95% increase in the Operational Budget.

Scenario #2.- Mr. Haddad explained that this scenario was discussed last week during the Budget Presentation. It requires the Town of Groton to allocate \$1,365,654 in available New Revenues for the GDRSD. The Town of Dunstable would proportionally match Groton with approximately \$333,000. If an override passes in Dunstable to match Groton's available funding, the School District would still need to reduce its Budget by approximately \$1.2 million. This Scenario would require an override in the Town of Dunstable and would represent a 4.22% increase in the Operational Budget.

Scenario #3 – In this Budget Scenario, the assessment can only be based on available funds if no override passes. This would result in a 1.66 % increase in the Operational Budget. The School District would have to cut \$2.5 million from its Budget. Mr. Haddad said this was the worst scenario and he would never recommend it.

Mr. Haddad stated that it was important for Groton, Dunstable, and Groton Dunstable Regional School District Officials to meet on Monday, March 3rd, for a Joint Meeting to review the FY 2026 Budget issues. He emphasized that cooperation and collaboration with the School District and the Town of Dunstable officials is outstanding.

#### **4. Update on Select Board Meeting Schedule through the 2025 Spring Town Meeting.**

Monday, February 17, 2025	No Meeting- President's Day Holiday
Saturday, February 22, 2025	Joint Budget Review Meeting with Finance Committee
Monday, February 24, 2025	Review the First Draft of the Spring Town Meeting Warrant
Monday, March 3, 2025	Potential Budget Meeting
Monday, March 10, 2025	Public Hearing on the Spring Town Meeting
Monday, March 17, 2025	No Meeting
Monday, March 24, 2025	Review Prescott Building Assessment- Determine if any Action Needs to be taken
Monday, March 31, 2025	Regularly Scheduled Meeting
Monday, April 7, 2025	Regularly Scheduled Meeting
Monday, April 14, 2025	Regularly Scheduled Meeting
Monday, April 21, 2025	No Meeting- Patriot's Day Holiday
Saturday, April 26 <sup>th</sup>	Spring Town Meeting

#### **ITEMS FOR SELECT BOARD CONSIDERATION AND APPROVAL**

None

#### **6:15 P.M.- Destination Groton- Annual Report**

Greg Sheldon called the Destination Groton Committee meeting to order.

Members of the Destination Groton Committee in attendance were Greg Sheldon, Brian Bolton, Jeff Gordon, and Joni Parker Roche. They attended the meeting to present their Annual Report to the Select Board. Mr. Sheldon shared a PowerPoint Presentation to the Board that reviewed a summary of their activities and accomplishments over the past year.

Mr. Haddad and Mr. Sheldon are working with the committee on an RFP (Request for Proposals) to hire a consultant for the Town Wide Center Vision Plan. The RFP has been drafted and will be advertised for bids in the upcoming week.

The Destination Groton Committee also plans to submit a warrant article for the 2025 Spring Town Meeting requesting \$15,000 in funding from Free Cash.

They established a Destination Groton Committee Gift Fund and have received two major donations: \$3,500 from Lawrence Academy and \$10,000 from Groton School. Mr. Gordon gave a shout-out to Groton School and Lawrence Academy. He said that he walked into the offices of Lawrence Academy and Groton School, and they generously provided funding to the Destination Groton Committee. Mr. Haddad expressed his desire to maintain a positive relationship with the non-profits. Ms. Pine thanked the Committee for the extensive list of accomplishments and said it was impressive.

#### **6:30 P.M.-Friends of Prescott- Annual Report**

The Friends of Prescott's Executive Director, Megan Donovan, and their new President, Jeff Gordon, were in attendance. Ms. Donovan announced that this is Prescott's 10<sup>th</sup> anniversary. She stated that the Friends of Prescott promotes and supports community education.

A PowerPoint Presentation was given to the Board, highlighting the impacts of Prescott's programs. Prescott operates seven days a week and has seen a 40 percent increase in class participation. The list of towns served by Prescott in 2024 has expanded. Programs are available during school vacation weeks, half days, and throughout the summer. They have seen growth in the number of participants attending the programs from 2023 to 2024. Ms. Donovan explained that they have a total of seventeen (17) total tenants. Among them are 11 artists/makers, 10 women-owned companies, 3 nonprofits, and 10 entrepreneurs. She said that this year, they received \$8,600 for a mass cultural grant.

Mr. Haddad wanted the Board to see how Prescott has grown over the last ten years. He congratulated Ms. Donovan and Mr. Gordon for their efforts. Mr. Gordon acknowledged the support of numerous volunteers working behind the scenes. Mr. Haddad thanked the Friends of Prescott for attending.

### **On Going issues**

- A. PFAS Issue—Despite a few snow days, the project is going well. Mr. Haddad stated that the intent is to connect to the high school during school vacation. He said the contractor, DeFelice, and the engineers are doing an excellent job. Mr. Haddad explained that they are currently completing the paperwork for SRF funding.
- B. Nashoba Valley Medical Center Working Group- No update.
- C. Charter Review Committee—Mr. Haddad said one of the original recommendations to the Charter Review Committee was to change the Park Commission from an elected to an appointed body. The proposal also included whether the maintenance of park properties should fall under the Department of Public Works. The Select Board requested that the Charter Review Committee continue discussing the Park Commission proposal. At the last Charter Review Committee meeting, members expressed their desire to continue reviewing the proposal.

Mr. Haddad said that based on the request of the Select Board and the Charter Review Committee, he drafted a memo as Town Manager to continue discussing how the Park Commission will be addressed in the Charter. Mr. Haddad proposed that the DPW continue to maintain the various parks, commons and fields and that the Park Commission be eliminated and the Select Board become the Park Commission as authorized by State Statute. He has already shared the memo with this proposal with the Select Board and the Park Commission. However, he will provide and present the proposal to the Charter Review Committee during their upcoming joint meeting with the Park Commission. This upcoming meeting has been posted as a Select Board meeting if the Board also wishes to attend.

Ms. Pine inquired if the Department of Public Works is responsible for maintaining all fields not owned by the school. Mr. Haddad confirmed they are.

Mr. Haddad explained that he would like to create a stipend position for a park advisor. He believes this role would benefit the Town and stated that the Charter Review Committee needs to review this proposal. Mr. Haddad wanted to emphasize that he has requested to withdraw his original proposal. The Committee expressed a desire to keep this matter under consideration, so he

presented a new proposal. Ms. Pine believes that the Park Commission should be consulted. Mr. Pisani mentioned that there is a lot of information to review, which will take time. He thinks it makes sense for the Department of Public Works (DPW) to manage the fields since they are already maintaining them. Ms. Pine said that it is important to understand the workload for the Select Board to become the Park Commission. Ms. Manugian believes there is still much to learn about this proposal.

The next Charter Review Committee meeting is scheduled for February 13<sup>th</sup> at 4:30 p.m. to review various proposals.

- D. Florence Roche Elementary School Construction Project- The Open House for Florence Roche Elementary School is scheduled for Saturday, March 1, 2025, from 10:00 am to 12:00 pm.

#### **OTHER BUSINESS**

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

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

#### **SELECT BOARD LIASON REPORTS**

None

#### **Public Comment Period #2**

None

#### **Approval of the Regularly Scheduled Meeting Minutes of February 3, 2025.**

*Ms. Pine made a motion to approve the minutes of the regularly scheduled meeting of February 3, 2025. Mr. Pisani seconded the motion. The motion carried unanimously.*

The meeting was adjourned at 7:33 p.m. Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager.