



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*

Town Manager
Mark W. Haddad

SELECT BOARD MEETING
MONDAY, MARCH 31, 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. Update – Opioid Working Group
2. Update from the Town Manager on the Community Preservation Committee Funding Recommendations for Town Meeting – Consider Taking Positions on those Projects
3. Update from the Town Manger on the Final Proposed Amendments to the Groton Charter to be Presented to Town Meeting – Consider Taking a Position
4. Update on the FY 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. Consider Ratifying the Agreement between the Town and Police Chief Michael Luth
2. Consider Ratifying the Agreement between the Town and Town Manager Mark Haddad
3. Consider Approving a One Day Wine and Malt Beverages License for the Friends of Prescott Open Mic Night to be held on Friday, April 11, 2025 from 6:30 p.m. to 9:30 p.m.
4. Consider Approving a One Day All Alcoholic Beverages License for the Friends of Prescott "It's Gin Season" to be held on Friday, April 18, 2025 from 7:00 p.m. to 9:00 p.m.

OTHER BUSINESS

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

- A. PFAS Issue
- B. UMass Satellite Emergency Facility
- C. Charter Review Committee
- D. PILOTS

SELECT BOARD LIAISON REPORTS

III. **Minutes:** **Joint Budget Hearing of February 22, 2025**
Regularly Scheduled Meeting of March 24, 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: *March 24, 2025*

TOWN MANAGER'S REPORT

Other than the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issue List, there is nothing specifically scheduled on Monday's Agenda.

1. Patricia DuFresne has requested time on Monday's Agenda for her to provide an update on the work of the Opioid Working Group. Enclosed with this Report are the results of the Survey they conducted. Patricia will review the results and provide an update on their activities and next steps.
2. The Community Preservation Committee has completed their review of the proposed FY 2026 Community Preservation Act Projects for Town Meeting consideration. Enclosed with this report is the updated Article 8 for the Board's review and information. I would respectfully request that the Board consider taking positions on these projects for inclusion in the Town Meeting Warrant.
3. The Charter Review Committee has completed its work and have finalized their recommendations on Charter Amendments for consideration at the 2025 Spring Town Meeting. Enclosed with this Report is the Red-Lined Charter that outlines the changes the Committee is proposing. I would like to take a few minutes at Monday's meeting reviewing these with the Board. I would also respectfully request that the Board consider taking a position on the proposed Charter Amendments for inclusion in the Town Meeting Warrant.
4. With regard to the FY 2026 Budget, at your last meeting Select Board Member Manugian asked me to update the Contingent Budget to show the pension costs, even though it will not be appropriated in FY 2026. I believe I came up with a way to address this. Enclosed with this report is the revised Contingent Budget for your review and consideration. I will update the Board on any other new information concerning the Budget at Monday's meeting.

Select Board
Weekly Agenda Update/Report
March 31, 2025
page two

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

Monday, April 7, 2025 -	-Issue the Warrant for the 2025 Spring Town Meeting
Monday, April 14, 2025 -	-Public Hearing – Consider Adopting Layout of Monarch Path
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. Enclosed with this Report is the proposed Agreement between the Town of Groton and Police Chief Michael Luth for a new three year contract that will run from July 1, 2025 through June 30, 2028. I would respectfully request that the Select Board consider approving this Agreement at Monday's Meeting.
2. Enclosed with this Report is the proposed Agreement between the Town of Groton and Town Manager Mark Haddad for a new three year contract that will run from July 1, 2025 through June 30, 2028. I would respectfully request that the Select Board consider approving this Agreement at Monday's Meeting.
3. I would respectfully request that the Select Board consider approving a One Day Wine and Malt Beverages License for the Friends of Prescott Open Mic Night to be held on Friday, April 11, 2025 from 6:30 p.m. to 9:30 p.m.
4. I would respectfully request that the Select Board consider approving a One Day All Alcoholic Beverages License for the Friends of Prescott "It's Gin Season" to be held on Friday, April 18, 2025 from 7:00 p.m. to 9:00 p.m.

MWH/rjb
enclosures

Responses Overview Closed

Responses

158



Average Time

15:05



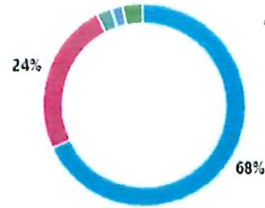
Duration

77 Days



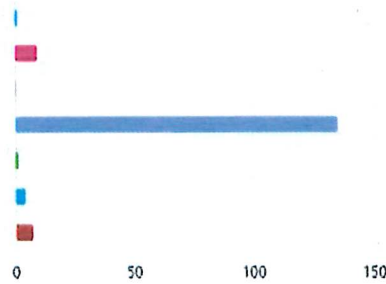
1. Please indicate which gender you identify with.

Female	109
Male	39
Non-binary	4
Transgender	3
Prefer not to say	5



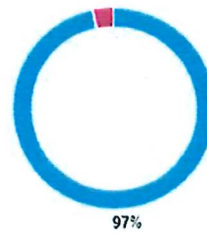
2. Please indicate which race you identify with. Select all that apply.

Black or African American	1
Asian	9
American Indian or Alaska Native	0
White	135
Native Hawaiian or other Pacific Islander	1
Two or more races	4
Other	7



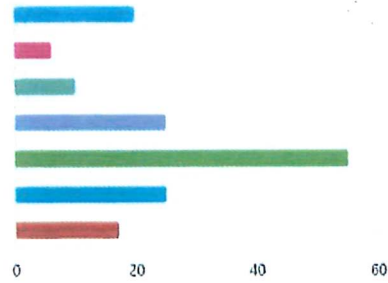
3. Indicate which ethnicity you identify with. Please choose one.

Non-Hispanic/Non-Latino/a	150
Hispanic/Latino/a	5



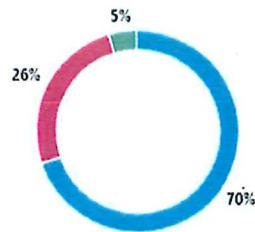
4. What is your age?

Under 18	20
18-24	6
25-34	10
35-44	25
45-54	55
55-64	25
65 +	17



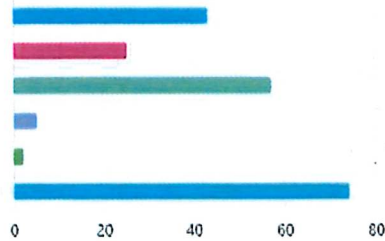
5. What is your connection to the Town of Groton

I live in the Town of Groton	123
I work in the Town of Groton	45
I do not work or live in the Town of Groton	8



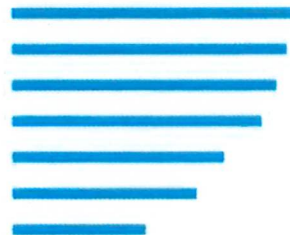
6. Which of the following describes your personal and /or professional involvement. Select all that apply.

I have lost a friend/family member(s) to opioid addiction/overdose	43
I have a friend/family member(s) who currently has an opioid use disorder	25
I have a friend/family member(s) in recovery from substance use disorder	57
I myself am in recovery from opioid use disorder	5
I currently use opioids	2
I have not personally been impacted by opioid addiction	74



7. Please rank the following list of 7 opioid use response strategies, based on the degree to which you believe they should be prioritized in Groton (with 1 being the highest and 7 being the lowest priority)

- 1 Opioid Use Disorder Treatment: Includes medication and therapeutic counseling for people with opioid...
- 2 Connections to Care: Includes early identification and intervention for individuals at risk of or who...
- 3 Support for People in Treatment and Recovery: Includes recovery, housing, transportation...
- 4 Prevent Misuse of Opioids and Implement Prevention Education: Includes youth prevention,...
- 5 Harm Reduction: Includes efforts to prevent opioid-related death and illness
- 6 Support Pregnant or Parenting Women and Their Families, Including Babies with Neonatal Abstinenc...
- 7 Address the Needs of Criminal-Justice-Involved Persons: Includes providing treatment and recover...



8. What concerns you about opioid use in Groton?

95
Responses

Latest Responses
 "level of use at school"
 "None at present"
 "The ease of obtaining drugs at the high school and the effort to coverup drug us... "
 ...

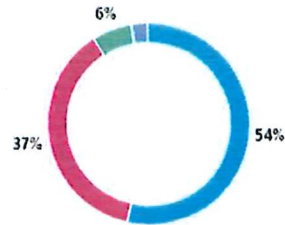
9. Please add any additional thoughts or ideas you would like to share about how Groton can better support individuals and families impacted by opioid use.

60
Responses

Latest Responses
 "The school administration (at least in the past when our family was affected by dr... "
 ...

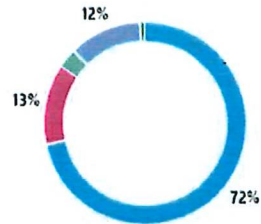
10. How much did you know about the opioid settlement funds before taking this survey?

- I had never heard of these funds or the settlement before 83
- I am somewhat familiar with the opioid settlement funds 58
- I am very familiar with the opioid settlement funds 10
- Prefer not to answer 4



11. How familiar are you with the resources available in the Groton MA area for people who use opioids or who are in recovery?

- Not familiar at all 111
- Somewhat familiar 20
- Very familiar 5
- Haven't had a need to familiarize myself with these resources 18
- Other 1



12. Would you support the idea of Groton pooling its allocation of Opioid Settlement Funds with other communities in an effort to expand opioid-related public health protections and services offered regionally?



13. It is crucial to our effort that we incorporate the voices of those who have been personally impacted by the Opioid Epidemic. If you would be interested and comfortable in further sharing your experiences with us or would like to serve on our working group, please provide your contact information below. If you would prefer to contact us without your information being recorded, you're welcome to reach out to Patricia Dufresne (Groton Opioid Working Group Chair) at 978-448-1107

22
Responses

Latest Responses

...

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 \$70,000

Summary: *The West Groton Rail Trail Committee is requesting \$70,000 to initiate the legal process of securing the rights to a section of rail line (from the river bordering Ayer to Mile Post B41.10 which is about 0.4 miles north of Holligsworth and Vose) from the MBTA, as well as funding the relative environmental filings. To Fund this Project, \$4,000 will come from the Open Space Reserve and \$66,000 to come from the Unallocated Reserve.*

Select Board:

Finance Committee:

Community Preservation Committee: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal B: Conservation Fund – FY 2026 \$200,000

Summary: *The Conservation Commission is requesting \$200,000 to be added to Groton’s Conservation Fund to help 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 act swiftly 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, \$140,000 will come from the Open Space Reserve and \$60,000 to come from the Unallocated Reserve.*

Select Board:

Finance Committee:

Community Preservation Committee: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal C: FY 2026 Housing Funds Request \$200,000

Summary: *The Affordable Housing Trust (AHT) is requesting \$200,000 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 swiftly if suitable property for Affordable Housing becomes available on 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: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal D: Cow Pond Brook Fields Improvements \$100,000

Summary: *The Town Manager's Office and Park Commission are requesting \$100,000 to conduct an existing condition review 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 funding will also support the development of a schematic design for the space, including preliminary permitting discussions, as well as the completion of 50% of the design development. The full amount to be paid from the Unallocated Reserve.*

Select Board:

Finance Committee:

Community Preservation Committee: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal E: Housing Coordinator – FY 2026 \$63,402

Summary: *This application is requesting \$63,402 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: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal F: Bancroft Castle Preservation \$153,000

Summary: *The Groton Historic Commission is requesting \$153,000 to implement the restoration work recommended in the previously funded Phase 1 engineering analysis. This funding will help preserve the Bancroft Castle structure, and to address the public safety hazards for visitors. The full amount to be paid from the Historic Reserve.*

Select Board:

Finance Committee:

Community Preservation Committee: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal G: Prescott Community Center \$70,000

Summary: *The Friends of Prescott and Town Manager's Office are requesting \$135,000 to renovate the deteriorated building. The proposed work includes replace failing wall materials, remove failing suspended ceilings and replacing them with new, period-appropriate tin ceiling system, eliminating suspended tubular fluorescent lighting, and replacing it with new period appropriate lighting, removing carpeting and restore the hardwood flooring, and replacing the front doors with custom-designed doors to match the building's historical style. The CPC has voted to partially fund the project with \$70,000 from the Historic Reserve.*

Select Board:

Finance Committee:

Community Preservation Committee: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal H: Cow Pond Baseball Improvements \$84,330

Summary: *The Groton Dunstable Youth Baseball League with the support of the Park Commission, is requesting \$84,330 to remodel eight dugouts, remodel four batting cages, and rebuild the pitching mounds on all four baseball fields at the Cow Pond Brook Fields. The full amount to be paid from the Unallocated Reserve.*

Select Board:

Finance Committee:

Community Preservation Committee: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal I: Town Field Improvements \$352,963

Summary: *The Town Manager's Office and Park Commission are requesting \$378,963 to renovate the major league baseball diamond at Town Field. This project builds on the previously funded design study and will renovate the infield, place new backstops, the placement players benches on concrete pads with chain-link fences, and landscape of the outfield. The CPC has voted to partially fund the project with \$352,963 from the Unallocated Reserve.*

Select Board:

Finance Committee:

Community Preservation Committee: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal J: Curatorial Storage \$62,675

Summary: *The Groton Historical Society is requesting \$62,675 to improve storage conditions 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, repairs to the walls and ceilings, installation of storage shelving, and the addition of mechanical ventilation to reduce extreme summer temperatures. The full amount to be paid from the Historic Reserve.*

Select Board:

Finance Committee:

Community Preservation Committee: Recommended (6 In Favor, 1 Abstained – Barringer)

CPC Proposal K: Williams Barn Restoration \$158,972

Summary: *The Williams Barn Committee is requesting \$158,972 to renovate the 185-year-old historic structure. The work will include repairing a section of the foundation wall, replacing sills, the gable end fascia, and soffit boards, replacing two 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: Recommended (6 In Favor, 1 Abstained – Barringer)

Community Preservation Committee

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CHARTER (20252)

[HISTORY: Enacted by the General Court as Ch. 121 of the Acts of 2019.¹ Amendments noted where applicable.] [2022 Amendments enacted by the General Court as Chapter 41 of the Acts of 2022.]

ARTICLE 1: INCORPORATION, EXISTENCE AND AUTHORITY

Section 1.1: Incorporation

The inhabitants of the town of Groton, within the corporate limits established by law, shall continue to be a body corporate and politic with perpetual succession under the name "town of Groton."

Section 1.2: Short Title

This instrument shall be known and cited as the Groton charter.

Section 1.3: Powers of the Town

It is the intent and purpose of the voters of the town, through the adoption of this charter, to secure for the town all of the powers possible under the constitution and laws of the commonwealth as fully and as completely as though each power were specifically and individually enumerated in this charter.

Section 1.4: Division of Powers

The administration of all the fiscal, prudential and municipal affairs of the town shall be vested in an executive branch headed by a select board and a town manager. The legislative powers shall be exercised by an open town meeting.

Section 1.5: Interpretation of Powers

The powers reserved or granted to the town under this charter shall be construed liberally and interpreted broadly in the town's favor and the specific mention of any particular power shall not limit the general powers of the town under section 1.3.

Section 1.6: Intergovernmental Relations

The town may enter into agreements with any other unit of government to perform jointly or in cooperation, by contract or otherwise, any of the town's powers or functions.

Section 1.7: Precedence of Charter Provisions

All General Laws, special laws, by-laws, votes, rules and regulations of or pertaining to the town that are in force when the charter takes effect and that are not specifically or by implication repealed directly or indirectly hereby shall continue in full force and effect until amended or repealed or until they expire by their own terms.

Section 1.8: Ethical Standards and Conduct

Elected officers, appointed officials, employees and volunteers of the town shall demonstrate by their example, with their general conduct and in the performance of their duties and responsibilities the highest ethical standards so that the public may justifiably have trust and confidence in the integrity of the town's government. Such individuals shall recognize that they act always as agents for the public, that they hold their office or position for the benefit of the public, that the public interest is their primary concern and that they faithfully discharge the duties of their office regardless of personal considerations. Such an individual shall not use the individual's official position to secure or grant special consideration, treatment, advantage, privilege or exemption to themselves or to any other person beyond that which is available to every other person.

Section 1.9: Definitions

As used in this charter, the following words shall, unless the context clearly requires otherwise, have the following meanings:-

"Appointed official", an individual serving in appointed office who exercises the powers or duties of that office with authority derived from the General Laws, this charter, vote of town meeting or the town's by-laws.

"Charter", this charter and any amendments to it that may hereafter be adopted.

"Days", business days, not including Saturdays, Sundays and legal holidays; provided, however, that when the time set is not less than 7 days, every day shall be included.

"Department head", an individual having administrative authority over a town department.

"Elected officer", an individual serving in elected office who, in the exercise of the powers or duties of that office, exercises some portion of the sovereign power of the town.

"Emergency", a sudden, unexpected and unforeseen happening, occurrence, event or condition that necessitates immediate action.

"Local newspaper", a newspaper of general circulation in the town.

"Majority vote", a majority of those present and voting; provided, that a quorum is present when the vote is taken.

"Multiple-member body", a town body consisting of not less than 2 persons, whether called a board, commission, committee, subcommittee or otherwise and however elected, appointed or otherwise constituted.

["Publish", posting a document on the Town website and in a prominent and accessible location, with hard copies made available upon request.](#)

"Quorum", except for a town meeting and unless otherwise required by law or this charter, a majority of the members of a multiple member body then in office, not including any vacancies that may then exist.

"Town", the town of Groton.

"Town agency", a board, commission, committee, department or office of the town government.

"Town bulletin board", a bulletin board in the town hall on which official notices are posted and boards at other town buildings or facilities that may be designated by the town clerk as town bulletin boards.

"Town meeting", the open town meeting established in article 2, whether annual or special.

"Voters", registered voters of the town.

"Warrant", a document required to warn and notify residents and inhabitants of the town, who are qualified to vote in town affairs, to meet at a specific place to act on published articles relating to the governance of the town.

ARTICLE 2: LEGISLATIVE BRANCH

Section 2.1: Town Meeting

The legislative powers of the town shall be exercised by a town meeting open to all voters. The annual town meeting shall meet in regular session twice in each calendar year. The first meeting, which shall be the spring town meeting, shall be held in March, April or May on a date fixed by by-law and shall be primarily concerned with the determination of matters involving the expenditure of town funds including, but not limited to, the adoption of an annual operating budget for all town agencies, electing officers and determining all other matters to be decided by ballot of the voters. The second meeting, which shall be the fall town meeting, shall be held in the last 4 months of the calendar year on a date fixed by by-law; provided, however, that the fall town meeting shall not include the election of officers.

Section 2.2: Presiding Officer

2.2.1 The moderator elected pursuant to section 3.4 shall preside at all sessions of the annual and special town meetings. The moderator at all town meetings shall regulate the proceedings, decide all questions of order and make public declaration of all votes

and may exercise such additional powers and duties as may be authorized by law, this charter, by-law or other vote of the town meeting.

2.2.2 The moderator shall appoint a deputy moderator at the spring town meeting, subject to ratification of the town meeting, to serve at any session of an annual or special town meeting in the event of the moderator's absence or disability. The deputy moderator may also temporarily serve when the moderator has a conflict of interest or when the appearance of a conflict of interest arises, as determined by the moderator, with regard to a particular article or matter under consideration.

2.2.3 In the absence of the moderator and the deputy moderator at any session of a town meeting, the town clerk shall open the meeting and preside over the election of an acting moderator; provided, however, that if the moderator, the deputy moderator and the town clerk are absent, the presiding officer shall be determined as provided for by law.

Section 2.3: The Town Report

The select board shall publish an annual town report and make it available not less than 14 days before the spring town meeting; provided, however, that failure to comply with this section shall not prevent the town meeting from proceeding.

Section 2.4: Special Town Meetings

A special town meeting shall be held at the call of a majority of the full select board in order to transact the legislative business of the town in an orderly manner. A special town meeting shall also be held on the petition of not less than 200 voters or 20 per cent of the total number of voters, whichever is less.

Section 2.5: Warrants

Every town meeting shall be called by a warrant issued by the select board that shall state the time and place at which the meeting is to convene and, by separate articles, shall identify the subject matters to be acted upon. The publication of the warrant for every town meeting shall be in accordance with the General Laws and by-laws governing such matters.

Section 2.6: Initiation of Warrant Articles

2.6.1 Initiation - Subject to section 2.6.3, the select board shall receive petitions addressed to it that request the submission of any matter to the town meeting and that are filed by: (i) a department head; (ii) a multiple-member body acting by a majority of its members then in office; (iii) any 10 voters for a session of the annual town meeting; or (iv) any 100 voters for a special town meeting.

2.6.2 Inclusion on the Warrant - Spring and Fall Session of the Town Meeting - When a spring or fall session of the town meeting is to be called, notice shall be given by posting attested copies of the warrant in not less than 2 public places in the town and by publishing notice of the meeting in a local newspaper not less than 14 days before the day appointed for the meeting. The select board shall include in the warrant the subject

matter of all petitions received by the board not less than 60 days before the date fixed by by-law for the session of the spring or fall session of the town meeting to convene. Unless specified otherwise in this charter, the content, scheduling and notice requirements for a spring or fall session of the town meeting shall be the same as provided for an annual town meeting pursuant to section 10 of chapter 39 of the General Laws.

2.6.3 Inclusion on the Warrant - Special Town Meeting - If a special town meeting is to be called, notice shall be given by posting attested copies of the warrant in not less than 2 public places in the town and by publishing notice of the meeting in a local newspaper not less than 14 days before the day appointed for the meeting. The select board shall include in the warrant the subject matter of all petitions received by the board not less than 20 days before the day appointed for the meeting. Unless specified otherwise in this charter, the content, scheduling and notice requirements for a special town meeting shall be the same as provided for a special town meeting pursuant to section 10 of chapter 39 of the General Laws.

Section 2.7: Availability of Town Officials at Town Meetings; Conflicting Meetings

2.7.1 Every chairperson of each multiple-member body and every department head shall attend all sessions of town meetings. If a chairperson of a multiple-member body or department head shall be absent from a town meeting due to illness or other reasonable cause, that person shall designate a deputy to attend the meeting and represent the multiple-member body or department. If a person designated to attend a town meeting under this section is not a voter, the person may, notwithstanding the person's voter status, address the meeting to fulfill the objectives of this section.

2.7.2 A meeting of a multiple-member body or town agency shall not be convened or be in session during a session of any town meeting except as part of the town meeting.

Section 2.8: Clerk of the Meeting

The town clerk shall serve as clerk of the town meeting, give public notice of all adjourned sessions of the town meeting, record its proceedings and perform such additional duties in connection therewith as may be provided by law, this charter, by-law or town meeting vote.

Section 2.9: Rules of Procedure

The town meeting may, by by-law, establish, amend, revise or repeal rules to govern the conduct of all town meetings.

Section 2.10: General Powers and Duties

The town meeting shall provide for the exercise of all of the powers of the town and for the performance of all duties and obligations imposed upon the town that are not otherwise provided for by law, this charter or by-law.

Section 2.11: Report to the Voters

There shall be published for every town meeting a copy of the warrant, together with its articles, and a report to the voters that shall contain the explanation and relevant data submitted by the proponents of each article; provided, however, that the town manager may direct that voluminous supporting material necessary for consideration of particular articles be made reasonably available for inspection at public locations before the town meeting in lieu of inclusion in the written report to the voters. The written report for each town meeting shall include: (i) the written report of the planning board setting forth its findings and recommendations as to all zoning articles; (ii) the written report of the finance committee, which shall set forth its findings, conclusions and recommendations and its reasons therefor regarding all of the monetary articles in the warrant; and (iii) with respect to each warrant article, in addition to the reports of the planning board and the finance committee, the written report of a proponent or sponsor of a warrant article and of a multiple-member body or town agency that is required to review, recommend or sponsor the warrant article by law, appointment or otherwise.

The report for the town meeting shall also include, as an appendix, the capital improvement plan defined in section 6.6 setting forth the proposed capital outlay program for the ensuing fiscal year for the information and guidance of town meeting. The select board shall have the opportunity to include in the report its conclusions and recommendations, including its reasons therefore, regarding articles in the warrant that relate to its general superintendence over the administration of town affairs.

~~There shall be published for every town meeting a copy of the warrant, together with its articles, and a report to the voters that shall contain the explanation and relevant data submitted by the proponents of each article; provided, however, that the town manager may direct that voluminous supporting material necessary for consideration of particular articles be made reasonably available for inspection at public locations before the town meeting in lieu of inclusion in the written report to the voters. The written report for each spring town meeting shall include: (i) the written report of the planning board setting forth its findings and recommendations as to all zoning articles; (ii) the written report of the finance committee, which shall set forth its findings, conclusions and recommendations and its reasons therefor regarding all of the monetary articles in the warrant; and (iii) with respect to each warrant article, in addition to the reports of the planning board and the finance committee, the written report of a proponent or sponsor of a warrant article and of a multiple-member body or town agency that is required to review, recommend or sponsor the warrant article by law, appointment or otherwise.~~

~~The report for the spring town meeting shall also include, as an appendix, the capital improvement plan defined in section 6.6 setting forth a five-year capital outlay program for the information and guidance of town meeting. The select board shall have the opportunity to include in the report its conclusions and recommendations, including its reasons therefor, regarding articles in the warrant that relate to its general superintendence over the administration of town affairs.~~

The report shall be made available to residents of the town by a method determined by the select board not later than 7 days before the date on which the opening session of the spring town meeting is to be held; provided, however, that the failure to make the report available shall not prohibit a town meeting from acting upon any matters set forth in the warrant and shall not affect the validity of the proceedings at a town meeting.

ARTICLE 3: ELECTED OFFICERS

Section 3.1: General

3.1.1 Elective Town Offices - The town offices that the voters shall fill by ballot shall be: (i) the town moderator; (ii) the members of the select board; (iii) the town's component of the Groton-Dunstable Regional School Committee; (iv) the commissioners of trust funds; (v) the elected members of the Groton Housing Authority; (vi) the members of the planning board, public library board of trustees, Groton electric light commission, Groton water commission, Groton sewer commission, park commission, board of health and board of assessors; and (vii) other officers or representatives to regional authorities or districts as may be established by law or by interlocal agreement that shall also be filled by ballot at a town election.

3.1.2 Town Election - The annual election by ballot of elective town officers and voting on any questions required by law to be placed upon the official ballot shall be held on a date fixed by by-law.

3.1.3 Eligibility - A voter shall be eligible to hold an elective town office unless prohibited by law, ~~provided, however, that a select board member shall not simultaneously hold another elected position.~~

3.1.4 Compensation - Elected officers shall receive the compensation for their services that may be appropriated at the spring town meeting for such purpose.

3.1.5 Availability - Notwithstanding a town officer's election by the voters, a town officer under this section shall be subject to the call of the select board or the town manager at all reasonable times for consultation, conference and discussion on any matter related to the officer's respective office. Similarly, multiple-member bodies or other appointees shall be subject to the call of the select board or the town manager at all reasonable times for discussion on any matter related to their respective offices.

3.1.6 Filling of Vacancies

3.1.6.1 Moderator - If there is a failure to elect a town moderator or if a vacancy occurs in the office of town moderator, the select board shall appoint a suitable person to serve until the next town election.

3.1.6.2 Elected Multiple-Member Body - If there is a failure to elect a member of a multiple-member body or if a vacancy occurs in the membership of an elected multiple-member body, the remaining members of the multiple-member body shall give notice of the vacancy to the select board and to the public. The select board and the remaining members of the multiple-member body shall, at least 1 week after notice of the date on which the vote is to be taken, fill the vacancy until the next town election by a joint vote. The affirmative votes of the majority of the persons entitled to vote on the vacancy shall be necessary for the election.

3.1.6.3 Select Board - If there is a failure to elect a select board member or if a vacancy occurs in the membership of the select board, the remaining select board members may call a special election to fill the vacancy or shall call the special election upon the written request of not less than 200 voters.

3.1.7 Recall Provision for Elected Officers

3.1.7.1 Application - An elected officer may be recalled if the recall election occurs more than 6 months before the end of the officer's elective term.

3.1.7.2 Recall Petition - Two per cent of the voters may file with the town clerk an affidavit containing the name of the officer sought to be recalled and a statement of the grounds for the recall. Upon receiving the affidavit, the town clerk shall deliver to the voters making the affidavit copies of petition blanks demanding the recall. The petition blanks shall contain the following heading: "Initiating a recall is a serious process and should not be undertaken lightly." The blanks shall be issued by the town clerk with an official signature and official seal. The blanks shall be dated, addressed to the select board, contain the names of the first 10 signers of the affidavit, the name of the person whose recall is sought and the grounds for recall as stated in the affidavit and demand the election of a successor to the office. A copy of the affidavit and recall petition shall be entered in a record book to be kept in the office of the town clerk. The recall petitions shall be returned and filed with the town clerk not more than 45 days after the date of the filing of the affidavit and shall be signed by not less than 20 per cent of the voters as of the date the affidavit was filed with the town clerk.

The town clerk shall, within 1 business day of receipt of the petitions, submit the petitions to the registrars of voters in the town. The registrars shall, within 5 business days of the submission of the petitions, certify thereon the number of signatures that are names of voters.

3.1.7.3 Recall Election - If the petitions are certified by the registrars of voters to be sufficient, the town clerk shall submit the petitions with the certificate to the select board. Upon receipt of the certificate, the select board shall immediately give written notice of the petition and certificate by certified mail to the officer whose recall is sought. If the officer does not resign the office within 5 days after delivery of the notice, the select board shall immediately order an election to be held on a date fixed by them not less than 64 days nor more than 90 days after the date that the election is called; provided, however, that if another town election is to occur no more than 100 days after the date the election is called, the select board shall postpone the holding of the recall election to the date of the other election. If the officer resigns after a recall election has been ordered, the election shall nevertheless proceed as provided in this section.

3.1.7.4 Nomination of Candidates - An officer whose recall is sought may be a candidate to succeed to the office if the vote on the recall is in the affirmative. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the recall election shall be in accordance with the laws relating to elections unless otherwise provided in this section.

3.1.7.5 Office Holder - The incumbent shall continue to perform the duties of the office during the recall procedure. If the incumbent is not removed, the incumbent shall continue in the office for the remainder of the unexpired term, subject to recall as before. If recalled at the recall election, the incumbent shall be removed.

3.1.7.6 Ballot Proposition - Ballots used in a recall election shall contain the following propositions in the order indicated:

Shall the town of Groton recall (name of officer) Yes No

Below the propositions shall appear the word "Candidates", the directions to the voters required by section 42 of chapter 54 of the General Laws and, below the directions, the names of candidates nominated in accordance with the laws relating to elections. If a majority of the votes cast on the question of recall is in the affirmative, the candidate receiving the highest number of votes shall be declared elected. If a majority of the votes on the recall question is in the negative, the ballots for the candidates shall not be counted.

3.1.7.7 Repeat of Recall Election - A recall shall not be filed against an officer subjected to a recall election and not recalled thereby until not less than 6 months after the election at which the recall was submitted to the voters.

3.1.7.8 Office Holder Recalled - A person who has been recalled from an office or who has resigned from an office while recall proceedings were pending against the person shall not be appointed to a town office within 2 years after the date of the recall vote or resignation.

Section 3.2: Select Board

3.2.1 Composition, Term of Office - There shall be a select board consisting of 5 members elected for terms of 3 years each, arranged so that the terms of office of as nearly an equal number of members as possible shall expire each year. A select board member shall not hold another position of the town that is compensated and eligible for medical benefits during the member's term of office.

3.2.2 Powers and Duties - The executive powers of the town shall be vested in the select board, which shall be the chief executive office of the town. The select board shall possess all of the executive powers that a select board may possess and exercise, except those powers and duties assigned by this charter, by-law or town meeting vote to the town manager. The select board shall:

(i) serve as the principal goal-setting and policy-making town agency for matters within its statutory authority and for those matters for which the town meeting has directed the board to act;

(ii) be responsible for the formulation and promulgation of policy to be followed by all town agencies serving under it;

(iii) in conjunction with other elected officers and multiple-member bodies, develop and promulgate policy guidelines designed to bring all town agencies into harmony;

(iv) award and execute all contracts for services and supplies for all departments and agencies of the town, other than the Groton-Dunstable Regional School Committee; provided, however, that the select board, at its sole discretion, may delegate this authority to any department head or agency by a vote of the board at a posted meeting; and

(v) One Member of the Select Board and the Town Manager shall sign all payroll and expense warrants.

~~sign all payroll and expense warrants; provided, however, that the select board, at its sole discretion, may delegate this authority for a period of not more than 30 days to a select board member and the town manager or a select board member and the acting town manager by a vote of the board at a posted meeting.~~

3.2.3 Licensing Authority - The select board shall be the licensing board of the town and may issue licenses, make reasonable rules and regulations regarding the issuance of licenses and attach to a license the conditions and restrictions that it deems to be in the public interest; provided, however, that such rules, regulations, conditions and restrictions shall not be incompatible with applicable law. The select board shall enforce the laws relating to all businesses for which it issues licenses. The select board may delegate its licensing authority unless specifically prohibited by law.

3.2.4 Appointing Authority - The select board shall appoint the town manager, town counsel, a zoning board of appeals, board of registrars, conservation commission, council on aging, housing partnership, local cultural council and other committees as required by law, by-law or town meeting vote.

~~The select board shall appoint the town manager, town counsel, a zoning board of appeals and a board of registrars. The select board shall appoint a police chief, fire chief and town clerk consistent with clause (v) of section 4.2; provided, however, that the police chief shall serve under section 97A of chapter 41 of the General Laws and the fire chief shall serve under section 42 of chapter 48 of the General Laws. The select board shall appoint a conservation commission, council on aging, housing partnership, local cultural council and other committees as required by law, by-law or town meeting vote. [Amended by Chapter 41 of the Acts of 2022]~~

3.2.5 Investigations - The select board may investigate the affairs of the town and the conduct of any town agency, including any doubtful claims against the town. Copies of the full text of the report on the results of any such investigation shall be placed on file in the office of the select board, the office of the town clerk and the public library and a report summarizing the results of the investigation shall be printed in the next annual town report.

3.2.6 Day to Day Business - Except in the case of an emergency, this section shall not authorize a select board member or a majority of its members to become involved in the day-to-day administration of a town board, department or agency.

Section 3.3: Regional School Committee

3.3.1 Composition, Term of Office - The Groton-Dunstable Regional School District provides public education, pre- kindergarten to high school, inclusive, and related services to

the towns of Groton and Dunstable under the terms of a regional agreement between the towns. Pursuant to the regional agreement, there is a Groton- Dunstable Regional School Committee consisting of 7 members elected for 3- year terms, the terms being arranged so that the terms of office of as nearly an equal number of members as possible shall expire each year. The number of members elected by each town is governed by the terms of the regional agreement, as it may be amended.

3.3.2 **Powers and Duties -** The Groton-Dunstable Regional School Committee shall have all of the powers and duties that are given to regional school committees under the constitution, laws and regulations of the commonwealth and such additional powers and duties as may be authorized by the regional agreement, by-law or other vote of the town meetings of both the towns of Groton and Dunstable.

Section 3.4: Town Moderator

3.4.1 **Term of Office -** There shall be a moderator elected for a 3-year term.

3.4.2 **Powers and Duties -** The moderator shall be the presiding officer of the town meeting, pursuant to section 2.2, and regulate its proceeding and perform other duties as may be provided by law, this charter, by-law or town meeting vote.

3.4.3 **Appointments -** The moderator shall make appointments provided for by law, this charter or by-law.

3.4.4 **Deputy Moderator -** At the opening of the spring town meeting, the moderator shall appoint a voter to serve as deputy moderator pursuant to section 2.2.

Section 3.5: Groton Housing Authority

3.5.1 **Composition, Term of Office -** There shall be a Groton Housing Authority that shall have the membership and terms of office prescribed in the General Laws.

3.5.2 **Powers and Duties -** The Groton Housing Authority shall conduct studies of the housing needs of the community and shall provide programs to make available housing for low- income families and elderly persons. The Groton Housing Authority shall have such other powers and duties as are assigned to housing authorities by law.

Section 3.6: Planning Board

3.6.1 **Composition, Term of Office -** There shall be a planning board that shall consist of 7 members, each elected for a 3-year term. The terms shall be arranged so that the terms of as nearly an equal number of members as possible shall expire each year.

3.6.2 **Powers and Duties -** The planning board shall have the powers and duties given to planning boards under the constitution and laws of the commonwealth and such

additional powers and duties as may be authorized by this charter, by-law or town meeting vote.

Section 3.7: Groton Electric Light Commission

3.7.1 Composition, Term of Office - There shall be a Groton electric light commission that shall consist of 3 members, each serving for a 3-year term. The terms shall be arranged that the term of 1 member shall expire each year.

3.7.2 Powers and Duties - The Groton electric light commission shall set the policy direction of the Groton electric light department, which provides electric power to the town, consistent with chapter 164 of the General Laws; provided, however, that if a provision of this charter shall conflict with said chapter 164, said chapter 164 shall govern.

Section 3.8: Library Board of Trustees

3.8.1 Composition, Term of Office - There shall be a board of trustees of the public library that shall consist of 6 members, each serving for a 3-year term. The terms shall be arranged so that the terms of 2 members shall expire each year.

3.8.2 Powers and Duties - The trustees of the public library shall establish written policies governing library activities and services, engage in ongoing planning that assesses the needs and the role of the library in the community, ensure that the library meets the community's needs, work on preparation of the annual library budget and its adoption by the town, monitor and oversee maintenance of the buildings and grounds and regularly review facility needs, hire and evaluate the library director and work with the human resources director on job classifications for all staff, promote the library and act as library advocates in the community, study and support legislation that will benefit the library and the larger community and have such other powers and duties as provided for by law, this charter and by-law.

3.8.3 Appointments - The trustees of the public library shall appoint the library director and such other appointments as provided for by law, this charter or by-law.

Section 3.9: Board of Assessors

[Section 3.9 renumbered from Section 3.10 by Chapter 41 of the Acts of 2022]

3.9.1 Composition, Term of Office and Eligibility for Office - There shall be a board of assessors that shall consist of 3 members elected for 3-year terms. An employee in the assessors' office shall not simultaneously hold an elected position as a member of the board of assessors.

3.9.2 Powers and Duties - The board of assessors shall have the powers and duties given to boards of assessors under the constitution and laws of the commonwealth and directives of the commissioner of revenue and such additional powers and duties as may be authorized by this charter, by-law or town meeting vote that are not in conflict with laws of the commonwealth and regulations and directives of the department of revenue except as otherwise provided in this charter.

Section 3.10: Other Elected Officers

[Section 3.10 renumbered from Section 3.11 by Chapter 41 of the Acts of 2022]

3.10.1 Powers and Duties - All other elected officers shall have the powers and duties that have been conferred upon their offices by law, this charter, by-law or town meeting vote.

ARTICLE 4: TOWN MANAGER

Section 4.1: Appointment, Qualifications and Review Procedure

4.1.1 The select board shall, by an affirmative vote of the majority of the full board, appoint or reappoint a town manager for a term of not more than 3 years and fix the compensation of the town manager within the amount annually appropriated for that purpose. If a vacancy shall occur in the office of town manager, the select board shall appoint a town manager screening committee to identify qualified candidates for the position. The office of the town manager shall not be subject to the town's salary administration plan. The town manager shall be appointed solely on the basis of the town manager's executive and administrative qualifications. The town manager shall be a professionally qualified person of proven ability, especially fitted by education, training and previous experience to perform the duties of the office. The town manager shall not have served in an elective office in the town government for at least 1 year before being appointed. The town may establish additional qualifications for the town manager by by-law as necessary or appropriate.

4.1.2 The position of town manager shall be a full-time position. The town manager shall devote the town manager's best efforts to the office and shall not hold another public office, elective or appointive, or engage in any business or occupation during the town manager's term unless the action is fully disclosed and approved by the select board in advance and in writing.

4.1.3 The select board shall provide for an annual review of the job performance of the town manager that shall, at least in summary form, be a public record in accordance with the personnel by-laws or accepted evaluation process.

Section 4.2: Powers and Duties

The town manager shall be the chief administrator of the town and shall be responsible to the select board for the proper administration of all town affairs placed in the town manager's charge by this charter. The powers and duties of the town manager shall include, but not be limited to:

(i) ~~(i) ————~~ managing, supervising, and being responsible for the efficient and coordinated administration of all town functions as may be authorized by this Charter, by-law, town meeting vote or the select board, including all appointed officials, employees, department heads and their respective departments~~managing, supervising and being responsible for the efficient and coordinated administration of all town functions under the town manager's control as may be authorized by this charter, by-law, town meeting vote or the select board, including all department heads and their respective departments;~~

(ii) _____ unless otherwise required by law, this charter or by-law, managing and coordinating the administrative activities of all town agencies; provided, however, that elected officers or their representatives shall be required to meet with the town manager at reasonable times to effect coordination and cooperation among all town agencies;

(iii) _____ ~~appointing and removing a police chief, fire chief and town clerk pursuant to the policy established by the select board; provided, however, that the police chief shall serve under section 97A of chapter 41 of the General Laws and the fire chief shall serve under section 42 of chapter 48 of the General Laws, and appointing and removing department heads, officers and subordinates and employees and other appointed members of town government for whom no other method of appointment or removal is provided in this charter or by-law; provided, however, that an appointment made by the town manager shall be confirmed by the select board not more than 15 days after the date on which the town manager files notice of the action with the select board; and provided further, that failure by the select board to confirm an appointment in that 15-day period shall constitute rejection of the appointment;~~

~~appointing and removing department heads, other employees and paid members of town government for whom another method of appointment or removal is not provided in this charter or by-law; provided, however, that an appointment made by the town manager shall be confirmed by the select board not more than 15 days after the date on which the town manager files notice of the action with the select board; and provided further, that failure by the select board to confirm an appointment in that 15-day period shall constitute rejection of the appointment;~~

(iv) _____ ~~nominating for appointment or removal volunteer members of town government for whom another method of appointment or removal is not provided for in this charter or by-law; provided, however, that a nomination for appointment or removal made by the town manager shall be confirmed by the select board not more than 15 days after the date on which the town manager files notice of the action with the select board; and provided further, that failure by the select board to confirm a nomination in not more than 15 days shall constitute rejection of the nomination;~~

(v) _____ ~~if a vacancy occurs in the office of police chief, fire chief or town clerk, selecting and presenting not less than 2 qualified candidates to the select board for appointment by the board to the office pursuant to section 3.2.4; **[Amended by Chapter 41 of the Acts of 2022]**~~

(viiv) _____ acting as a negotiator for all collective bargaining agreements to which the select board is a party, subject to ratification by the select board;

(vii) conducting or reviewing annual performance evaluations of all employees subject to the town manager's or the select board's appointment and consulting with elected and appointed boards to contribute to the preparation of the evaluations of department heads associated with the boards;

(viii) fixing the compensation of all employees appointed by the town manager within the limits established by the overall approved budget, the personnel by-laws, the town's wage and classification schedule and collective bargaining or other agreements;

(~~xvii~~) attending all regular and special meetings of the select board unless excused at the town manager's request and having a voice, but not a vote, in all discussions;

(~~xviii~~) attending all sessions of the town meeting and answering all questions directed to the town manager that are related to the office of the town manager or concerning which the town manager possesses the relevant information;

(~~xix~~) assuring that all laws, this charter, by-laws, town meeting votes and directives of the select board that require enforcement by the town manager or employees subject to the town manager's direction and supervision are faithfully carried out;

(~~xii~~) preparing and submitting annual operating budgets and capital improvement programs pursuant to article 6;

(~~xiii~~) coordinating the preparation of the town's annual report;

(~~xiv~~) overseeing the preservation, management and administration of all town records so as to facilitate access to them; and

(~~xiiiv~~) performing such duties as necessary or as may be assigned by this charter, by-law, town meeting vote or the select board.

Section 4.3: Removal and Suspension

4.3.1 The select board may, by the affirmative vote of 4 of its members, terminate and remove or suspend the town manager from office in accordance with the procedure under this section.

4.3.1.1 The select board shall adopt a preliminary resolution of removal which shall state the reason for removal, by the affirmative vote of 4 members. The preliminary resolution may provide for the suspension of the town manager for not more than 45 days. A copy of the preliminary resolution shall be delivered to the town manager not more than 48 hours after its adoption.

4.3.1.2 Not more than 7 days after receipt of the preliminary resolution, the town manager may request a public hearing by filing a written request for it with the select board. The hearing shall be held at a meeting of the select board not more than 20 days, but not less than 3 days, after the request has been filed. The town manager may file a written statement with the select board responding to the reason stated in the preliminary resolution of removal; provided, however, that the statement shall be received at the office of the select board more than 48 hours before the public hearing.

4.3.1.3 If the town manager has not requested a hearing pursuant to paragraph 4.3.1.2, the select board may, by the affirmative vote of 4 of its members, adopt a final resolution of removal not less than 10 days, but not more than 21 days, after the date of delivery of a copy of the preliminary resolution to the town manager. If the town manager has requested a public hearing pursuant to paragraph 4.3.1.2, the select board may, by the

affirmative vote of 4 of its members, adopt a final resolution of removal not more than 21 days after the close of the hearing unless the parties agree to a longer period. Failure to adopt a final resolution of removal within the time allowed in this section shall nullify the preliminary resolution of removal and the town manager shall, at the expiration of the time, resume the duties of the office.

4.3.1.4 Any action by the select board to terminate and remove or suspend the town manager shall be conducted pursuant to sections 18 to 25, inclusive, of chapter 30A of the General Laws.

4.3.2 The action of the select board in terminating and removing or suspending the town manager shall be final.

Section 4.4: Vacancy in the Office of the Town Manager

4.4.1 Permanent Vacancy - The select board shall fill a permanent vacancy in the office of the town manager pursuant to section 4.1.1 as soon as possible after a vacancy occurs. Pending the appointment of a town manager or the filling of a vacancy in the office of the town manager, the select board shall, within 14 days, appoint a person capable of temporarily performing the duties of the town manager until a permanent replacement is appointed.

4.4.2 Temporary Absence or Disability - The town manager may designate, by letter filed with the town clerk and select board, a capable person to perform the duties of town manager during a temporary absence or disability for a period of not less than 7 days. If the town manager fails to make such a designation or if the person so designated is unable to serve, the select board may designate some other capable person to perform the duties of the town manager. If the absence or disability lasts more than 30 days, a designation by the town manager shall be subject to approval by the select board.

4.4.3 Powers and Duties - The powers and duties of the acting town manager under paragraphs 4.4.1 and 4.4.2 shall be limited to matters not permitting of delay and shall include authority to make temporary, emergency appointments or designations to town offices or employment; provided, however, that an acting town manager shall not make permanent appointments or designations unless authorized by the select board.

Section 4.5: Screening Committee

4.5.1 If a vacancy shall occur in the office of town manager, a screening committee shall be established to solicit, receive and evaluate applications for the position of town manager. The screening committee shall consist of 7 persons, 3 of whom shall be designated by the select board, of which only 1 may be a select board member, 2 of whom shall be designated by the finance committee, of which only 1 may be a member of the finance committee, and 2 of whom shall be designated by the town moderator. A person chosen by an appointing authority may be a member of the appointing authority's agency; provided, however, that there shall not be more than 1 select board member and not more than 1 member of the finance committee on the screening committee. **[Amended by Chapter 41 of the Acts of 2022]**

4.5.2 Not more than 21 days after the notice of the vacancy or pending vacancy in the office of town manager, the town clerk shall call and convene a meeting of the screening committee. The screening committee shall meet to organize and plan a process to advertise the vacancy or pending vacancy and to solicit by other means candidates for the office. The committee shall proceed to meet, notwithstanding the failure of any town appointing authority to designate a representative to it.

4.5.3 The screening committee shall review all applications that are received by it, screen all such applicants by checking and verifying work records and other credentials and provide for interviews to be conducted with the number of candidates as it deems necessary, desirable or expedient.

4.5.4 Not more than 90 days after the date on which the screening committee meets to organize, the committee shall submit to the select board the names of not less than 3 persons and not more than 5 persons that the screening committee believes to be best suited to perform the duties of the town manager. The select board shall, not more than 60 days after the date of receipt of the list of nominees, choose 1 candidate from the list to fill the position of town manager or reject the nominees and direct that the committee resume its search.

4.5.5 Upon the appointment of a town manager, the screening committee shall be discharged.

ARTICLE 5: ADMINISTRATIVE ORGANIZATION

Section 5.1: Organization of Town Agencies

The organization of the town into operating agencies for the provision of services and administration of government may be accomplished by any method consistent with law and this charter, including the adoption of by-laws, appropriation of funds or adoption of rules and regulations by appropriate entities. The town manager may, with the approval of the select board and consistent with law and this charter, establish, reorganize, consolidate or abolish any department or position under the town manager's direction and supervision.

Section 5.2: Merit Principle

All appointments and promotions of employees shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competency and suitability.

Section 5.3: Department of Finance

5.3.1 There shall be a department of finance in the town that shall report to the town manager. There shall be within the department an appointed town accountant, an appointed treasurer-collector and an appointed principal ~~assistant~~ -assessor. The department shall be responsible for the performance of all the fiscal and financial activities of the town. The town manager shall serve as the finance director; provided, however, that the town manager may, at the town manager's discretion, appoint another person to serve

as the finance director. The appointment shall be subject to confirmation by the select board in accordance with [clause-subsection](#) (iii) of section 4.2.

5.3.2 The town manager and the department of finance shall assume all of the powers, duties and responsibilities related to municipal finance activities and the coordination of those activities with the activities of all other town agencies. The department of finance shall have such additional powers, duties and responsibilities with respect to municipal finance as the town may provide by by-law.

5.3.3 The department of finance shall assure that complete and full records of the financial and administrative activities of the town are maintained and shall render written reports, which shall include a full accounting of all town administrative and financial operations, to the select board and the finance committee at least once each calendar quarter. The quarterly reports shall be rendered not more than 30 days after the end of the calendar quarter to which they apply and shall be made available to the public in accordance with the requirements of section 10 of chapter 66 of the General Laws. Additional reports shall be rendered to the select board at the board's request.

5.3.4 The town manager and the department of finance shall collaborate with the finance committee to prepare, maintain and present to the select board and the town meeting a 5- year financial plan for the town.

5.3.5 Town Accountant - The town accountant shall be appointed by the town manager for a term of not more than 3 years, subject to confirmation by the select board pursuant to [clause-subsection](#) (iii) of section 4.2. The town accountant shall have all of the powers and duties vested in the office of town accountant by law, this charter, by-law or town meeting vote.

5.3.6 Treasurer-Collector - The treasurer-collector shall be appointed by the town manager for a term of not more than 3 years, subject to confirmation by the select board pursuant to [clause-subsection](#) (iii) of section 4.2. The treasurer- collector shall have all the powers and duties vested in the office of treasurer-collector by law, this charter, by-law or town meeting vote.

5.3.7 Principal ~~Assistant~~ Assessor - The principal ~~assistant~~ assessor shall be appointed by the town manager for a term of not more than 3 years, subject to confirmation by the select board pursuant to subsection (iii) of section 4.2. The principal assistant assessor shall have all of the powers and duties vested in the office of principal assistant assessor by this charter, by-law or town meeting vote and in the office of assistant assessor by law.

Section 5.4: Department of Public Works

5.4.1 There shall be a department of public works that shall be under the direction of a director. The director shall be appointed by the town manager, subject to confirmation by the select board pursuant to [clause-subsection](#) (iii) of section 4.2. The director shall serve as and perform the duties of a highway surveyor as set forth in the General Laws.

5.4.2 The principal functions of the department of public works shall include:

- (i) construction, maintenance, repair and cleaning of town roads, sidewalks, storm drains, bridges, dikes and other public way related structures;
- (ii) maintenance, repair and cleaning of all buildings owned or leased by the town, except those of the regional school district;
- (iii) maintenance of the old cemetery, parks, parking areas and recreational and beach facilities, except those of the regional school district;
- (iv) snow removal, including the salting and sanding of roads, except those of the regional school district;
- (v) supervision of the collection and disposal of garbage and other refuse and the maintenance and operation of all facilities for the disposal of the same;
- (vi) supervision, care and replacement of trees;
- (vii) providing for, or causing to be provided for, the maintenance and repair of certain town-owned vehicles; and
- (viii) such other functions as may be prescribed by the town manager.

5.4.3 Powers and Duties - The department of public works shall work in close coordination with the necessary town boards and departments to enable the effective and efficient performance of its duties pursuant to the General Laws, this charter, the by-laws or by vote of the town meeting.

Section 5.5: Information Technology

There shall be a department of information technology that shall plan, coordinate and maintain the town's information assets.

Section 5.6: Personnel Board

~~5.6.1 — Composition, Term of Office - There shall be a personnel board that shall consist of 3 members appointed by the select board. Members shall serve for 3-year terms; provided, however, that the terms shall be arranged in such a manner that the term of office of 1 member shall expire each year.~~

~~5.6.2 — Powers and Duties - The personnel board shall function as an advisory board to the human resources director, town manager and select board in the management of human resources for the town.~~

ARTICLE 6: FINANCE AND FISCAL PROCEDURES

Section 6.1: Fiscal Year

The fiscal year of the town shall begin on July 1 and shall end on June 30 unless another period is required by the General Laws.

Section 6.2: Finance Committee

6.2.1 Composition, Term of Office - There shall be a finance committee that shall consist of 7 voters appointed by a 3-person committee that shall consist of the chair of the select board, the chair of the finance committee and the town moderator; provided, however, that if the chair of the finance committee is being considered for reappointment, the finance committee shall select another member who is not being considered for reappointment. Members of the finance committee shall serve 3-year terms; provided, however, that the terms shall be so arranged that the terms of office of as nearly an equal number of members as possible shall expire each year. The finance committee shall appoint a chair and a deputy chair to run meetings and present the finance committee's recommendations during the town budget process.

6.2.2 Roles and Responsibilities

The finance committee shall:

- (i) serve as the advisors to the town meeting, the select board, the town manager and the department of finance on all matters pertaining to the budget, including budgeting strategy and goals and the balancing of revenues and expenditures;
- (ii) together with the select board, town manager and department of finance, develop a budget strategy and set financial goals for each fiscal year;
- (iii) present the finance committee's annual budget at the spring town meeting;
- (iv) consult with the select board and the town manager prior to collective bargaining to develop a strategy aligning with the town's long-term budgetary strategy and goals;
- (v) review the preliminary results of collective bargaining to ensure alignment with long-term budgetary strategy and goals; and
- (vi) perform any other duties as may be required by law.

Section 6.3: Annual Review of Financial Policies

Annually, the select board and the finance committee shall review and update the town's overall financial management policy. When reviewing and updating the policy, the select board and the finance committee shall seek input from the town manager, the department of finance and other advisors.

Section 6.4: The Budget

6.4.1 Budget Process - The select board, the town manager, the department of finance and the finance committee shall meet annually not later than ~~October 31~~November 30 to determine the budgetary goals for the subsequent fiscal year. The town manager shall, after that meeting but not later than January 31, submit to the finance committee and the select board a proposed budget for the next fiscal year that shall be accompanied by a budget message, a summary and supporting documents that follow the agreed-upon budget goals. The proposed budget shall be balanced.

6.4.2 Proposed Budget - The proposed budget shall provide a complete financial plan for all town funds and activities for the ensuing fiscal year. Unless otherwise required by the General Laws, the proposed budget shall be in the form that the town manager, the select board and the finance committee shall deem desirable. In the presentation of the proposed budget, the town manager shall furnish information in a complete, clear and concise manner and in accordance with best practices of financial reporting and control. The proposed budget shall show, in detail, all estimated income from the proposed property tax levy and all other sources and all proposed expenditures, including debt service, for the following year. The proposed budget shall be arranged to show the actual and estimated income and expenditures for the previous, current and ensuing fiscal years and shall indicate in separate sections:

(i) proposed expenditures for current operations during the ensuing fiscal year, detailed by town agency and position in terms of work programs, and the proposed method for financing each such expenditure; and

(ii) proposed capital expenditures during the ensuing fiscal year, detailed by town agency, and the proposed method for financing each such capital expenditure.

6.4.3 Budget Summary - The summary of the proposed budget shall identify deviations from the current operating budget and outline the reasons for these changes. The town manager shall cause a summary of the operating budget to be published in a local newspaper and placed on the town's website contemporaneously with the submission to the finance committee. The publication shall indicate the times and places at which copies of the proposed budget with the accompanying documentation shall be available for examination by the public.

6.4.4 Budget Message - The budget message of the town manager shall: (i) explain the budget for all town agencies, both in fiscal terms and in terms of work programs; (ii) outline proposed financial policies of the town for the ensuing fiscal year; (iii) describe important features of the budget; (iv) indicate any major variations from the current year in financial policies, expenditures and revenues, together with the reasons for such changes; (v) summarize the town's debt position; and (vi) include any other material that the town manager deems desirable or that the select board may reasonably require.

Section 6.5: Action on the Budget

6.5.1 The finance committee shall, upon receipt of the proposed budget from the town manager, consider in public meetings detailed expenditures for each town department and agency and may confer with representatives of each town agency in connection with the

committee's review and consideration. The finance committee may require the town manager or any town agency to furnish the committee with such additional information as the committee may deem necessary to assist the committee in its review and consideration of the proposed budget.

Not less than 14 days before the opening of the spring town meeting, the finance committee shall file with the town clerk a report containing the committee's proposed budget and comments or recommendations regarding differences between the committee's proposed budget and the proposed budget submitted by the town manager. Not less than 14 days before the opening of the spring town meeting the report shall be made available to voters of the town by publication on the town's website and by leaving copies of the report in not less than 2 public places in the town. Copies of the report shall be made available to voters at the opening of the spring town meeting. The failure to file the report with the town clerk in a timely manner or to publicize the report by posting on the town's website or in 2 public places in the town shall not prohibit the town meeting from voting on the budget and shall not affect the validity of any vote taken on the budget at town meeting.

~~The finance committee shall, upon receipt of the proposed budget from the town manager, consider in public meetings detailed expenditures for each town department and agency and may confer with representatives of each town agency in connection with the committee's review and consideration. The finance committee may require the town manager or any town agency to furnish the committee with such additional information as the committee may deem necessary to assist the committee in its review and consideration of the proposed budget.~~

~~Not less than 14 days before the opening of the spring town meeting, the finance committee shall file with the town clerk a report containing the committee's proposed budget and comments or recommendations regarding differences between the committee's proposed budget and the proposed budget submitted by the town manager. Not less than 14 days before the opening of the spring town meeting the report shall be made available to voters of the town by publication on the town's website and by leaving copies of the report in not less than 3 public places in the town. Copies of the report shall be made available to voters at the opening of the spring town meeting. The failure to file the report with the town clerk in a timely manner or to publicize the report by posting on the town's website or in 3 public places in the town shall not prohibit the town meeting from voting on the budget and shall not affect the validity of any vote taken on the budget at town meeting.~~

6.5.2 The finance committee's proposed budget shall be presented to the town meeting by motion made by the committee; provided, however, the committee shall also present its comments and recommendations with respect to the budget. The town manager or the select board, or both, shall present their comments and recommendations with respect to the budget, if any, at the town meeting. The budget shall be voted upon in accordance with the by-laws.

Section 6.6: Capital Improvement Plan

The town manager shall annually submit a capital improvement plan to the select board and the finance committee not later than December 31/January 31. The plan shall include: (i) a clear, concise and general summary of its contents; (ii) a list of all capital improvements

proposed to be undertaken during the ensuing 5 years along with supporting information as to the need for each capital improvement; (iii) cost estimates, methods of financing and recommended time schedules for each improvement; and (iv) the estimated annual cost of operating and maintaining each facility and piece of major equipment involved.

The information in the plan shall be revised annually by the town manager with regard to the capital improvements still pending or in the process of being acquired, improved or constructed.

Section 6.7: Audits

The select board shall provide annually for an independent audit of all financial books and records of the town and whenever it deems an audit of the whole town or of any particular town agency to be necessary. An audit of the town's financial books and records shall be conducted by a certified public accountant or a firm of certified public accountants; provided, however, that the accountant or firm shall not have a direct or indirect interest in the affairs of the town.

Section 6.8: Transparency of Financial Holdings

Not later than 90 days after the end of each fiscal year, the town accountant shall prepare a summary of all town funds in accordance with customary financial reporting. The summary shall include a snapshot balance as of the first day of the fiscal year, a summary of additions and deletions during the preceding 12 months and a final year-end balance. The information in the summary shall be provided to the town manager and the town manager shall disseminate the information to the finance committee and the select board. The information shall be made available to members of the public upon request and on the town's website.

ARTICLE 7: GENERAL PROVISIONS

Section 7.1: Charter Changes

This charter may be replaced, revised or amended in accordance with any procedures made available under the constitution and laws of the commonwealth.

Section 7.2: Severability

The provisions of this charter shall be severable. If a provision of this charter is held to be invalid, the other provisions shall remain in full force and effect and shall not be affected by the invalidity. If the application of any provision of this charter to a person or circumstance is held to be invalid, the application of any such provision to any other person or circumstances shall not be affected thereby.

Section 7.3: Specific Provisions to Prevail

To the extent that a specific provision of this charter shall conflict with a provision expressed in general terms, the specific provision shall prevail.

Section 7.4: Number and Gender

Words importing the singular number may extend and be applied to several persons or things. Words importing the plural number may include the singular. Words importing the feminine or masculine gender shall include any gender.

Section 7.5: Rules and Regulations

A copy of all rules and regulations adopted by a town agency shall be filed in the office of the town clerk and the rule or regulation shall become effective on the date of such filing unless otherwise provided for by law or by-law. Copies of all such rules and regulations shall be made available for review by any person upon request pursuant to chapter 66 of the General Laws.

Section 7.6: Periodic Charter Review

Not less than once in every 10-year period after the effective date of this charter, a charter review committee shall, by an affirmative vote of the majority of the full select board, be established to review this charter and report its recommendations to an annual town meeting concerning any proposed amendments that the committee may determine to be necessary or desirable. The charter review committee shall consist of 7 members, 3 of whom shall be appointed by the select board, 2 of whom shall be appointed by the finance committee, 1 of whom shall be appointed by the Groton-Dunstable Regional District school committee and 1 of whom shall be appointed by the town moderator. An appointed person may be a member of the agency from which they are appointed; provided, however, that the charter review committee shall not include more than 1 select board member, more than 1 member of the finance committee or more than 1 member of the Groton-Dunstable Regional School District school committee. The charter review committee shall meet to organize immediately after the full charter review committee has been appointed. The charter review committee shall hold a public hearing not more than 60 days after the date on which it meets to organize and shall hold at least 1 additional public hearing before filing its final report.

Section 7.7: Removals

7.7.1 Notwithstanding any general or special law to the contrary, an appointed official, appointed member of a multiple-member body or employee of the town not covered by the terms of a collective bargaining or other agreement addressing removal and, whether appointed for a fixed or an indefinite term, may be removed from office by the appointing authority.

7.7.2 When removing any such official, appointed member of a multiple-member body or employee of the town, the appointing authority shall act in accordance with the town's personnel by-laws or rules and regulations.

Section 7.8: Loss of Office

A person appointed to serve as a member of a multiple-member body may be removed from office by the appointing authority if the person does not take the person's oath of office at the beginning of the current appointment or if the person exhibits excessive absences from the properly-scheduled meetings of the multiple-member body.

Section 7.9: Notice of Vacancies

If a vacancy occurs in a town office, position or position of employment or, whenever by reason of a pending retirement or expiration of a fixed term, a vacancy can be anticipated, the appointing authority shall cause public notice of the vacancy to be posted on the town bulletin board for not less than 10 days. The notice shall contain a description of the duties of the office, position or position of employment and a listing of the necessary or desirable qualifications to fill the office, position or position of employment. A permanent appointment to fill the office, position or position of employment shall not be effective until 14 days after the date the notice was posted to permit reasonable consideration of all applicants. This section shall not apply to positions governed by a collective bargaining or other agreement.

Section 7.10: Waiver of Administrative Fees

Administrative fees, fines and penalties that may be charged by a town department shall not be waived unless the waiver is authorized by a written policy that is available to the public and adopted by that town department, official or board. A policy may be made on an individual basis or as part of a policy decision of uniform applicability.

ARTICLE 8: TRANSITIONAL PROVISIONS

Section 8.1: Continuation of Government

All persons appointed or elected to positions at town agencies shall continue to perform their duties until they are reappointed or reelected, successors to their respective positions are duly appointed or elected or their duties have been transferred and assumed by another town agency in accordance with this charter.

Section 8.2: Continuation of Administrative Personnel

A person holding a town office or a position in the administrative service of the town or a person holding full-time employment under the town shall retain that person's office, position or position of employment and shall continue to perform the duties of that person's office, position or position of employment until provision shall have been made for the performance of those duties by another person or agency; provided, however, that a person in the permanent full-time service of the town shall not forfeit their pay grade or time in the

service of the town as a result of the adoption of this charter; provided further, that this section shall not provide a person holding an administrative office or position or a person serving in the employment of the town on the effective date of this charter with any greater rights or privileges with regard to that person's continued service or employment with the town than that person had before the effective date of this charter. Nothing in this paragraph shall impair the rights of any person under an individual employment contract or collective bargaining agreement.

Section 8.3: Transfer of Records and Property

All records, property and equipment of an office, department or agency or part thereof, the powers and duties of which are assigned in whole or in part to another office or agency, shall be transferred immediately to the office, department or agency to which the powers and duties are assigned.

**Contingent Budget - Additional Requested Amount for Override Questions
To Be Held at Annual Town Election on Tuesday, May 20, 2025**

Question #1 - Additional Funding for Groton Dunstable Regional School District Assessment

Line	Department/Description	FY 2026 Proposed Within Levy	Additional Amount Requested	FY 2026 Proposed With Override	Additional Tax Rate Impact	Impact on Average Tax Bill
1410	GDRSD Operating Assessment	\$ 27,777,948	\$ 673,250	\$ 28,451,198	\$ 0.25	\$ 177
	Total Question #1	\$ 27,777,948	\$ 673,250	\$ 28,451,198	\$ 0.25	\$ 177

Question #2 - Additional Funding to Add Six (6) Firefighters to the Groton Fire Department

1311	Fire Department Wages	\$ 1,367,470	\$ 446,704	\$ 1,814,174	\$ 0.16	\$ 113
1312	Fire Department Expenses	\$ 225,646	\$ 34,200	\$ 259,846	\$ 0.01	\$ 7
3010	Health Insurance/Employee Expenses	\$ 1,906,470	\$ 150,000	\$ 2,056,470	\$ 0.05	\$ 35
	Sub-Total	\$ 3,499,586	\$ 630,904	\$ 4,130,490	\$ 0.22	\$ 156
3000	County Retirement (FY 2028)		\$ 150,000		TBD	TBD
	Total Question #2	\$ 3,499,586	\$ 780,904	\$ 4,130,490	\$ 0.22	\$ 156

**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF GROTON
AND
MICHAEL F. LUTH CHIEF OF POLICE**

This Agreement made this 31st day of March, 2025, by and between the Town of Groton, a municipal corporation in Middlesex County, Massachusetts, acting by its Select Board and Town Manager, hereinafter referred to as "the Board" or "the Town" and Michael F. Luth hereinafter referred to as "the Employee" or "the Police Chief."

WHEREAS, the Board and the Police Chief desire to have an Employment Agreement, per Chapter 41, Section 108O of the General Laws, in order to specifically express their responsibilities and mutual obligations as they relate to the position of Police Chief;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the Board and the Employee agree as follows:

The Town hereby offers to employ Michael F. Luth as Police Chief of said Town and the Police Chief accepts said offer. The Police Chief shall perform the duties as may be specified in Massachusetts General Laws Chapter 41, Section 97A, the Town Bylaws, the Job Description and such other duties as the Board shall from time to time legally assign to him.

SECTION I. TERM

- A. This Agreement shall become effective July 1, 2025 and shall be in full force and effect until June 30, 2028.

SECTION II. RENEWAL

This Agreement may be renewed for three-year periods without limitation subject to the terms and conditions described below:

- A. **EMPLOYEE NOTICE:** In the event the Police Chief voluntarily terminates his position with the Town before the expiration of the term of this Agreement or intends not to renew this Agreement for an additional three-year period, the Police Chief shall give the Select Board three (3) month's written notice in advance, unless the parties agree in writing otherwise. A copy of the resignation shall be filed with the Town Clerk.
- B. **TOWN NOTICE:** The Select Board shall vote on or before January 1, 2028 at a Regular Meeting whether or not it intends to renew this Agreement for an additional term and shall give the Employee written notice of its decision on or before February 1, 2028. If such notice is not given, the Agreement shall be automatically renewed for a one-year period.

SECTION III. TERMINATION

This Agreement may be terminated for just cause by the Town upon a 4/5's majority vote of the Board subject to the terms below. Cause is defined as (1) any illegal act relating to employment, (2) insubordination, (3) substantial, consistent or significant failure to perform the duties of the Police Chief, or (4) inability, without reason or cause, to meet mutually agreed upon goals and objectives. The procedure for dismissal for cause is as follows:

1. The Board must provide the Employee with written notice of its desire to terminate the employment for just cause and said notice shall specify the reasons therefore and shall be placed in the Employee's Personnel Folder. During the next 45 days the Board and the Employee shall attempt to resolve the matters, and if resolved, a written statement of the resolution shall be placed in the Employee's Personnel Folder. During this time the Employee may be placed on a paid leave status at the Board's discretion. If the matters are not resolved, the Employee and the Board shall proceed in accordance with subsection (2) below:
2. The Board shall specify in writing those matters which were not resolved in subsection (1) above, and they shall be placed in the Employee's Personnel Folder. The Employee shall have the right to a hearing before the Board, held pursuant to the Open Meeting Law, and such hearing shall be scheduled by the Board within fifteen (15) business days of the date materials are placed in the Employee's Personnel Folder under this subsection and only after the Employee is provided proper notice. Said hearing shall be held in compliance with the provisions of Chapter 30A, Section 21(a)(1) of the Massachusetts General Laws (the Open Meeting Law), after which the Board shall vote within ten (10) business days on whether to dismiss the Employee for just cause. A vote to dismiss the Employee with cause shall require a 4/5's majority vote. The term "proper notice" as it appears herein means that written notice of the hearing must be given to the Employee at least fifteen (15) business days prior to the date of the hearing and must set forth the following: the date, time, and location of the hearing; (ii) the reason for the hearing; (iii) and the charges alleged. The Employee shall have option of choosing whether or not the hearing shall be closed or open to the public. The Employee shall have the right to be represented by counsel of the Employee's choosing at the hearing and shall be entitled to submit evidence, question and cross-examine witnesses, make opening and closing statements.
3. The minutes, results and reasons therefore of the hearing, including the Board's vote shall be placed in the Employee's Personnel Folder. If the decision to terminate the Employee is made and/or upheld, his employment shall be terminated immediately.
4. In the event of the termination of the Employee by the Select Board, the Employee may appeal this decision to: (i) the district court wherein the Employee resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Employee if he alleges that he has been improperly terminated.

SECTION IV. INDEMNIFICATION

- A. The Town shall defend, save harmless and indemnify the Police Chief against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Police Chief, even if said claim has been made following his termination from employment, provided that the Police Chief acted within the scope of his duties to the extent allowed under Massachusetts General Laws, Chapter 258. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise or settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Police Chief.
- B. The Town shall reimburse the Police Chief for any attorney's fees and costs incurred by the Police Chief in connection with such claims or suits involving the Police Chief in his professional capacity. This would not include any potential disciplinary hearing or disciplinary action by the Board of Selectman.
- C. This section shall survive the termination of this agreement.

SECTION V. INJURED ON DUTY

As a sworn police officer, the Police Chief shall be entitled to injured on duty benefits equal to the extent provided in Chapter 41, Section 111F of the Massachusetts General Laws.

SECTION VI. SALARY

The compensation for the Police Chief in FY 2026 (effective July 1, 2025) shall be \$180,000

In Fiscal Year 2027 (effective July 1, 2026) and Fiscal Year 2028 (effective July 1, 2027), the Police Chief shall receive a two (2%) percent cost of living adjustment in his base salary. In addition, the Police Chief shall also be eligible for an additional increase in his base salary in Fiscal Year 2027 and Fiscal Year 2028 based on the review of his job performance by the Town Manager as follows:

- Exceeds Expectations – Two (2%) Percent
- Meets Expectations – One (1%) Percent
- Needs Improvement – No Increase

These increases are subject to approval by a majority vote of the Select Board. Any increase is subject to Town Meeting appropriation and shall become effective July 1 annually through the term of this Agreement. The Police Chief shall not be eligible for Quinn Bill benefits. The Police Chief is as an Exempt Employee for purposes of the Federal Fair Labor Standards Act ("FLSA").

SECTION VII. BENEFITS

- A. VACATION: The Police Chief shall receive five (5) weeks' vacation and can accrue a maximum of eight (8) weeks or 40 days' vacation time. Vacation 'buyback' upon separation from town employment shall be capped at 360 hours. The Police Chief shall be allowed to buy back one week of vacation in each of the three years of the contract.
- B. HOLIDAYS: The Police Chief shall be entitled to holidays according to Massachusetts General Law Chapter 147, Section 17F. "On duty" is at the discretion of the Police Chief.
- C. PERSONAL TIME: The Police Chief shall be entitled to personal time, not to exceed four (4) days in accordance with the Town's Personnel Bylaw to be used at his discretion. Personal days will be prorated in the first year from the date of this Agreement to the subsequent June 30th.
- D. SICK LEAVE: The Police Chief shall be entitled to sick leave according to the Personnel Bylaw.
- E. CLOTHING ALLOWANCE: Subject to prior budget approval and appropriation, the Police Chief shall be reimbursed, upon receipt submittal \$1,500 for uniform purchase and maintenance per year thereafter. Subject to prior budget approval, the Police Chief shall be granted a clothing allowance of \$20.00 per week for the purposes of cleaning and maintaining their uniforms.
- F. HEALTH INSURANCE: The Police Chief is eligible for health insurance benefits as provided by the Town. Employee contribution to such health insurance shall be 30% of premium cost or equal to any change for bylaw employees.

SECTION VIII. EXPENSES AND PROFESSIONAL DEVELOPMENT

Subject to prior budget approval and appropriation, the Board agrees to pay for the professional development activities of the Police Chief provided that the activities may be reasonably expected to be of benefit to the Town of Groton, are pre-approved by the Selectmen or designee upon submission of vouchers to the Town Accountant. Such activities shall include:

- A. Travel and meals for professional and office travel, meetings, conferences, both in State and out-of-state, with out-of-state travel subject to the written approval of the Board.
- B. Professional dues and subscriptions for continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the Town, including but not limited to the New England Police Chiefs Association, Massachusetts Police Chiefs Association and the International Association of Chiefs of Police.

SECTION IX. AUTOMOBILE

The Board agrees that the Town of Groton shall provide an unmarked, police-equipped vehicle and related communications equipment for use by the Police Chief and all attendant operating and maintenance expenses and insurance. The vehicle shall be operated solely by the Police Chief or another Town Employee, as designated by the Police Chief. The Police Chief may use this vehicle for personal use since the Police Chief is "on call" in an event of an emergency, provided however the Police Chief will not have use of the town vehicle during any vacation, and when not on call and unavailable. There is no limitation on use for official Police business.

SECTION X. RESIDENCY

The Police Chief shall comply with Massachusetts General Laws Chapter 41, Section 99A, which allows the Police Chief to live within fifteen miles of the limits of Groton.

SECTION XI. OTHER TERMS AND CONDITIONS

It is recognized that the Chief of Police must devote a great deal of time outside the normal 40-hour work week to conduct the business of the Town and to that end, the Chief shall be allowed to take time off as he shall deem appropriate, during normal office hours at such time which the Chief reasonably determines will not adversely impact Department Operations. The Police Chief agrees that an administrative level officer or qualified supervisor will be available on call and able to respond to an emergency at all times. The Chief acknowledges that he is an exempt employee for purposes of the Fair Labor Standards Act.

Every year the Police Chief and the Town Manager will work together to establish goals and objectives for the Chief and his department. There will be annual evaluations conducted by the Town Manager on the Police Chief's Performance.

As the Select Board is the appointing authority for the Police Chief, the Police Chief takes policy direction from the Board. While on duty, the Police Chief shall report daily to the Town Manager.

SECTION XII. ENTIRE AGREEMENT AND SEVERABILITY

This instrument contains the entire Agreement between the Town and the Police Chief. The Agreement may be amended from time to time as mutually agreed upon by both parties in writing.

This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts.

If anyone (1) or more of the provisions of the Agreement shall be ruled to be invalid for any reason by a Court of Law in any jurisdiction, such ruling shall not affect the validity of the remaining provisions of this Agreement.

WHEREFORE, the parties have caused this instrument to be signed and executed on the day first above written.

By:

By: Groton Select Board

Michael F. Luth

Alison S. Manugian, Chairman

Rebecca H. Pine, Vice Chairman

Peter S. Cunningham, Clerk

John F. Reilly, Member

Matthew F. Pisani, Member

Mark W. Haddad, Town Manager



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*

Town Manager
Mark W. Haddad

Employment Agreement Between Town of Groton and Mark W. Haddad

This Agreement made this 31st day of March, 2025, to become effective on July 1, 2025, by and between the Town of Groton, a municipal corporation in Middlesex County, Massachusetts, acting by its Select Board, hereinafter referred to as "the Board" or "the Town" and Mark W. Haddad, herein referred to as "the Employee" or "Town Manager."

WHEREAS, the Town desires to continue to employ Mark W. Haddad as Town Manager of the Town of Groton; and

WHEREAS, G.L. c. 41, §108N, authorizes the Board to establish an employment contract for a Town Manager for a period of time, to provide for salary, fringe benefits and other conditions of employment; and,

WHEREAS, the parties desire to enter into such an agreement; and

WHEREAS, Mark W. Haddad agrees to continue as Town Manager of the Town of Groton;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the Board and the Employee agree as follows:

I. Agreement Period

- A. The term of this Agreement shall be from July 1, 2025 through June 30, 2028 unless sooner terminated or otherwise extended in accordance with the provisions of this Agreement.
- B. The Board shall notify the Employee in writing on or before February 15, 2028, if it intends not to renew this Agreement. Failure of the Board to give such written notice shall result in automatic renewal of the Agreement for a one-year period, subject to appropriation and the availability of funds. Should this Agreement be automatically renewed, the same terms and conditions shall apply unless modified by written agreement of the parties.

II. Termination and Severance

- A. Any removal or suspension of the Town Manager shall be in accordance with Article 4, Section 4.3 of the Town of Groton's Charter, enacted as Chapter 81 of the Acts of 2008, which is incorporated by reference herein.

- B. In the event the Town Manager terminates voluntarily his position with the Town before the expiration of this Agreement, the Town Manager must give a 90 day advance written notice to the Select Board, unless the parties agree otherwise. A copy of the letter of resignation shall be kept in the Town Clerk's Office.
- C. In the event the Town Manager is involuntarily terminated by the Town prior to the expiration of the term of this Agreement, the Town agrees to pay the Town Manager four (4) months of severance.

No such severance shall be paid in the event the Town Manager is terminated for cause.
- D. If the Town Manager voluntarily terminates his employment, no severance pay shall be granted.
- E. This Agreement may also be terminated at any time by mutual consent of both parties, in which case the Town Manager shall not receive any severance pay.
- F. Subsections C, D and E shall survive termination of the Agreement.

III. Duties and Responsibilities

- A. **DUTIES:** The Board agrees to employ the Employee as Town Manager. The powers and duties of the Town Manager are described in the Town of Groton's Charter, Article 4, Section 4.2, which is incorporated by reference herein, and in the Town Manager's job description subject to the approval of the Select Board. The Town Manager shall perform any other duties as may be required by federal, state, or local law, and as the Board may from time to time assign.
- B. **OTHER EMPLOYMENT:** In accordance with the Town of Groton's Charter, Article 4, Section 4.1.2, the Town Manager's position is a full-time position, and he is not to hold any other public office, elective or appointive. Other employment must be approved, in advance and in writing, by the Board. If the Employee accepts employment without prior written approval, this Agreement may be terminated immediately by the Town, with no severance due to the Employee.
- C. **EXEMPT ACTIVITIES:** The above shall not be construed, however, to prevent the Employee from engaging in additional professional activities related to the position of Town Manager, such as guest lecturing and participating in professional activities provided that such participation does not interfere with the Employee's responsibilities as Town Manager.

IV. Evaluation

Formal written evaluations shall be conducted pursuant to the Town Manager Evaluation Policy in place at the time of the Evaluation. The Town Manager's performance will be measured on goals and accomplishments from the previous fiscal year and the status of the budget as agreed upon by the Board and Town Manager. All evaluations shall be conducted in compliance with the Open Meeting Law. The completed evaluation shall be placed in the employee's personnel file.

V. Compensation

Effective July 1, 2025, the Town Manager's Salary over the term of this agreement shall be as follows:

July 1, 2025	\$200,000
July 1, 2026	\$206,000
July 1, 2027	\$212,000

Town Manager will be eligible for an additional one-time Performance Incentive payment of up to 3% in each year of the Agreement based on the previous cycle's performance review (said payment shall be paid no later than the second pay period after his performance evaluation is completed and not added to the base pay). An overall rating of needs improvement would receive no performance incentive. An overall rating of meets expectations would receive a one (1%) percent performance incentive. An overall rating of Exceeds Expectations would receive a three (3%) percent performance incentive.

Any increase is subject to the Town Manager's performance and the finances of the Town, including Town Meeting appropriation and shall become effective July 1 annually through the term of this Agreement.

VI. Benefits

The Town Manager is eligible to participate in the same benefit program that is offered to Town of Groton By-Law Employees, on the same terms and conditions except as noted below. As of the date of this Agreement, such benefits are:

A. Health Insurance:

The Town will cover 70% of the cost, while the Employee is responsible for 30% of the cost.

Town Manager can choose to "Opt-Out" of the Town's Health Insurance Program subject to the following:

1. The Town Manager shall receive twenty-five (25%) percent of the Town portion of the health insurance plan the Employee is enrolled in at the time of the "Opt-Out". The amount shall be provided to the employee divided by the number of pay periods in the Fiscal Year that it is being paid; and
2. For the Town Manager to be eligible, he needs to provide proof of Health Insurance Coverage.

B. Dental Insurance:

The Employee pays 100% towards the dental plan.

C. Life Insurance:

The Town offers a \$10,000 life benefit for active employees. This benefit is paid 50% by the Town of Groton and 50% by the Employee. In addition to this benefit, the Town shall provide an additional \$100,000 of Life Insurance paid by the Town.

D. Retirement and Deferred Compensation Plan:

The Town Manager will participate in the Town's mandatory retirement program. The Town offers two choices for voluntary deferred compensation plans. The Town Manager is eligible to enroll in either plan.

- E. **Vacation:**
The Town Manager's annual vacation entitlement shall be five (5) weeks. Vacation is intended to be used in the Fiscal Year in which it is accrued. Vacation accrued but unused in any Fiscal Year may be accrued consistent with the Town of Groton Personnel Bylaw, except with the written permission of the Board. The Town Manager shall be allowed to buy back one week of vacation in each of the three years of the contract, should such remain unused by June of each year.

- F. **Sick Leave:**
The Town Manager shall accrue sick leave at the rate of one day (8 hours) per month.

- G. **Personal Days:**
The Town Manager shall be eligible for five (5) personal days annually. Personal day(s) must be taken by June 30th within each fiscal year or the Employee will lose them; unused personal days will not be compensated.

- H. **Holidays:**
The Employee will be entitled to 12 Holidays with pay as listed below. All Holidays should be taken on the calendar day designated by the Town as the official day of the Holiday.

New Year's Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Indigenous People's Day
Veteran's Day	Thanksgiving Day
Christmas Day	Juneteenth

- I. **Longevity:**
The Town Manager shall not be eligible for or entitled to any longevity payments.

VII. Expenses and Professional Development

Subject to prior budget approval and appropriation, the Select Board agree to pay for professional development activities of the Town Manager provided these activities are reasonably expected to be of benefit to the Town of Groton.

- a) Travel and meals for professional and office travel, meetings, conferences, both in State and out-of-state, with out-of-state travel subject to the written approval of the Board, provided that attendance at any conference for more than two (2) days shall be subject to the approval of the Board.

- b) Professional dues and subscriptions and occasional publications in connection with but not limited to the MMA (Massachusetts Municipal Association) and the ICMA (International City Management Association).

VIII. Residency Requirement

The Town Manager agrees to maintain a permanent residence and reside within a thirty-five (35) mile radius of Groton's Town Hall.

IX. Indemnification

- A. To the extent permitted by law, the town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties. To the extent permitted by law, the Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.
- B. No indemnification is available for any criminal proceedings against the Town Manager, or for any potential disciplinary hearing or disciplinary action by the Select Board. Similarly, in no event shall the Town be liable to indemnify the Town Manager for the costs of any legal actions commenced by him against the Town or any Town employees and/or officials.
- C. This section shall survive the termination of this Agreement.

X. No Reduction of Benefits

The Town shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such reduction is across the board for all other By-law employees of the Town.

XI. Miscellaneous

- A. The parties acknowledge that the Town Manager is an "exempt" employee under the Fair Labor Standards Act ("FLSA") and is not entitled to overtime compensation under the FLSA.
- B. Unless specifically modified by this Agreement, all other applicable terms of the Town of Groton Charter and By-Laws shall apply to the Town Manager.
- C. The following grievance procedure is intended to provide an efficient and effective means of resolving any grievances from the Town Manager that may arise over the course of this Agreement. Such grievances may include but are not necessarily limited to: complaints of discrimination, harassment (including sexual harassment), retaliation, or concerns regarding the application, meaning, or interpretation of a provision of this Agreement. Discipline imposed by the Select Board shall not be grievable by the Town Manager pursuant to this section. If any such grievance(s) should arise over the course of this Agreement, the parties agree that the following grievance procedure shall apply:

Step 1: The Town Manager shall, within ten (10) days of the occurrence giving rise to the grievance, submit a written grievance to the Chair of the Select Board. The Chair will schedule a meeting with the Town Manager to discuss the facts and circumstances giving rise to the grievance, and to consider what action, if any, would result in the prompt and equitable resolution of the grievance.

- a. If the grievance involves the Chair, the Town Manager shall file the grievance with the Vice Chair, who shall schedule the meeting with the Town Manager and process the grievance through Step 3 if appealed to the full Board by the Town Manager.
- b. In the event the grievance involves the Chair and Vice Chair, the remaining members of the Board shall select a member among them to schedule a meeting with the Town Manager and process the grievance through the remaining steps of this procedure.
- c. In the event the Town Manager's grievance advances a complaint against a majority of the Select Board, the Town Manager and the Board shall engage the services of an independent mediator to engage in non-binding mediation, in an effort to resolve the grievance. The costs of the mediator shall be shared equally by the Town Manager and the Town. If mediation does not resolve the grievance by mutual agreement of the parties, the grievance shall be deemed denied and such denial shall be final and binding.

Step 2: If the grievance remains unresolved at Step 1, the parties agree that the Chair shall conduct informal and non-binding mediation concerning the grievance. If the grievance involves the Chair, the Vice Chair shall conduct the mediation. The Chair (or Vice Chair, when the grievance involves the Chair) shall serve as the mediator and shall have the sole discretion to determine which employee(s) are necessary to participate in the mediation, if any, so as to successfully facilitate an amicable resolution to the grievance. The Town Manager and the Chair (or Vice Chair, for the reason previously articulated) may waive this Step in writing and signed by both parties, and submit the grievance directly to Step 3.

Step 3: If the grievance remains unresolved at Step 2, the Town Manager may appeal to the Select Board, subject to the provisions of the Massachusetts Open Meeting Law. The presentation of the grievance shall, to the extent permitted by law, be held in executive session. The Board shall resolve the grievance at that meeting. The decision of the Board shall be final and binding.

- D. The Town Manager shall not be entitled to pursue a grievance as set forth in Section 48-9 of the Town's Personnel By-Law.

XII. Entire Agreement and Severability

- A. This Instrument contains the entire Agreement between the Board and the Employee. The Agreement may be amended from time to time as mutually agreed upon by both parties in writing.
- B. This Agreement is subject to the laws of Massachusetts. If any one or more of the provisions of this Agreement shall be ruled to be invalid by any reason by a court of law in any jurisdiction, such ruling shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed their Agreement this 28th day of March in the year Two Thousand and Twenty-Two.

By the Town Manager

Mark W. Haddad

For the Select Board:

Alison S. Manugian, Chairman

Rebecca H. Pine, Vice Chairman

Peter S. Cunningham, Clerk

John F. Reilly, Member

Matthew F. Pisani, Member

FINANCE COMMITTEE MEETING

Groton Town Hall
173 Main St Groton, MA 01450
2nd Floor Meeting Room
Saturday, February 22, 2025

Present for the Finance Committee: Bud Robertson, Chair; Mary Linskey, Vice Chair; David Manugian, Scott Whitefield, Gary Green, Kristina Lengyel

Present for the Select Board: Alison Manugian, Chair; Rebecca H. Pine, Vice Chair; John Reilly, Peter Cunningham, Matthew F. Pisani

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Lacey McCabe, Groton Dunstable School Committee Chair; Sherry Kersey, Groton Dunstable Regional School District Director of Business and Finance; Fire Chief Arthur Cheeks; Shawn Campbell, Groton Country Club's General Manager; Finance Team: Hannah Moller, Treasurer/Tax Collector; Patricia DuFresne, Assistant Director/Town Accountant; Megan Foster, Principal Assessor; Chief of Police Michael Luth, Lieutenant, Deputy Chief Rachael Bielecki, Tom Delaney, Director of Department of Public Works, Brian Callahan DPW Director in Training, Vanessa Abraham Library Director; and Helena Altzman

Absent: Michael Sulprizio, Finance Committee Member

Meeting Jointly with Select Board

Mr. Robertson, Chair of the Finance Committee called the meeting to order at 8:30AM.
Ms. Manugian, Chair of the Select Board called the meeting to order at 8:30 AM.

Minutes

Mr. Manugian moved to approve the meeting minutes from January 13, 2025, seconded by Ms. Lengyel. The motion passed.

Mr. Manugian moved to approve the meeting minutes from February 3, 2025, seconded by Ms. Lengyel. The motion passed.

Country Club

Sean Campbell provided an update on the Groton Country Club's performance, highlighting a record-breaking summer with total revenue reaching \$943,000—an increase of \$120,000 over the previous year. He emphasized the impact that weather can have on revenue and how it contributed to last year's success. He noted two major capital projects that have been completed including the pool deck renovation, which cost \$110,000, and parking lot improvements, totaling \$100,000. Looking ahead, Mr. Campbell expressed interest in upgrading the sprinkler system to enhance and stabilize the golf greens, which could justify an increase in membership fees. He reported that tee time bookings have increased, also leading to higher revenues.

Regarding parking, Mr. Campbell noted that there is an adequate amount of parking even with the pool reaching its capacity of 250 occupants. There were some lost spaces due to the reconfiguration of the parking lot.

Mr. Campbell explained that membership fees are collected upfront and are prorated throughout the season if necessary. Mr. Cunningham inquired about the racquet expenses, to which Mr. Campbell responded that it pertains to pickleball which generated approximately \$50,000 in revenue, after covering the expense of the instructor \$30,000, remained in the fund.

Ms. Lengyel inquired about the renewal contract for the Public House Restaurant. Mr. Campbell stated that the contract renews every three years and was last renewed in the previous year. Mr. Haddad raised the possibility of a longer-term lease and suggested it could be considered for inclusion in the next town meeting warrant. He also noted that the Public House restaurant pays a flat fee and covers electricity costs for both the function hall and the pool. Additionally, Mr. Haddad reminded the members that the town benefits from additional revenue through the meals tax. When asked about growth potential for the function hall, Mr. Campbell clarified that the restaurant is responsible for managing the facility rentals.

For FY26, Mr. Campbell highlighted the hiring of a new Superintendent, a Groton resident with a strong vision for the golf course's future, who will oversee the maintenance of the golf greens and tee boxes. As part of the capital improvement plan, he outlined a major irrigation system upgrade and suggested incorporating fairway drainage into the project. The combined cost for these improvements is estimated at \$1.8 million.

Mr. Haddad acknowledged a loss of revenue due to the pool project exceeding its initial estimate but noted that the previous year saw a revenue increase of \$120,000. He explained that while the Country Club is not an enterprise fund, it is tracked in a similar fashion. He remains committed to ensuring it continues contributing to the general fund and maintaining steady revenue growth prior to making any changes. Ms. Lengyel inquired about the possibility of leasing or privatizing the club. Mr. Haddad responded in 2014 a task force explored this option but found no interested parties.

Mr. Campbell also shared that he was able to add two additional spots at the driving range, expanding the capacity for the summer camp program. Additionally, he mentioned that the restaurant has expressed interest in installing golf simulators to enhance the facility's offerings.

Library Budget

Library Director Vanessa Abraham and Helena Altsman attended the discussion. Ms. Abraham noted that minor capital expenses have been removed from the budget. She stated that she is currently working with Mr. Haddad on replacing the water bubblers.

Regarding fixed expenses, Ms. Abraham highlighted a 9.9% increase in MVLC costs, primarily due to the addition of a new staff member at the central site. She explained that funding for books and materials is determined by a state formula, with the Library Trust Commissioners covering half of the required amount. For FY26, the commissioners have voted to contribute \$75,000, reducing the town's obligation by 55%.

Ms. Abraham also pointed out that offering Sunday hours for nine months of the year has resulted in budget savings of \$10,700 in books and materials spending (which helps to offset five months of Sunday staffing). \$2,000 has been allocated for heating costs based on last year's expenses. She confirmed a \$10,000 increase in operating costs, representing a 4.8% increase.

Ms. Abraham indicated that the budget is designed to maintain level services while also accounting for contractually obligated increases. Mr. Robertson noted that the performance increase is set at 4.5%, which is higher than the typical annual increase of 3%.

Two items that were requested but not included in the budget are the installation of the water bubblers and a salary/ promotion for an adult services coordinator. It was decided to await the recommendations from the Collins study before making further decisions. Mr. Haddad provided a brief overview of the Collins review study, which was made possible through a \$50,000 Community Compact Grant.

Mr. Green inquired about the library's strategic planning. Ms. Abraham explained that staff would rely on volunteers for projects such as digitizing historical records and optimizing team efforts. She expressed satisfaction with the library's current operations and direction. Future plans include redesigning the children's room to create additional space for older children. Ms. Lengyel asked if there were any library programs that the team hoped to expand. Ms. Abraham clarified that while the endowment would not cover operating expenses, it does allow for the expansion of programs. She highlighted the library's extensive offerings, including daily teen programs, Saturday activities, special programming during school vacation weeks, and outreach initiatives.

Addressing recent capital improvements, Mr. Green commented on the library's roof project. Ms. Abraham expressed satisfaction with the work completed. Mr. Haddad noted that an article on the Town Meeting warrant proposes reallocating surplus funds from the under-budget roof project. Ms. DuFresne confirmed that the project finished \$75,000 under budget, with \$50,000 redirected to the Police Department and \$25,000 to be allocated to the FloRo construction project.

Looking ahead, the library's capital budget includes repainting the facility, baseboards, and walls over the next two years. In years Y28 and Y29, the plan includes replacing the HVAC system, followed by elevator modernization in five years. Ms. Pine suggested reaching out to Groton Electric to explore alternatives to natural gas. Ms. Abrahams also highlighted significant cost savings achieved by transitioning to LED lighting through a Green Grant.

The overall budget reflects a 4.65% increase.

Police Department Budget

Chief of Police Michael Luth and Deputy Chief Rachael Bielecki attended the meeting to present the Police Department's budget.

Chief Luth explained that while salaries have increased by 4.39% due to contractual obligations, overall wages have decreased due to a staffing shortage of four personnel. Recently, two new officers were hired and are currently in field training, while two others are attending the academy. The department is expected to be fully staffed by next February. Additionally, three contracts—including those for the Chief and two Sergeants—are still under negotiation, the displayed salary figures are subject to change. The budgeted 2.2% increase includes the four recent hires.

Historically, the department has leased motorcycles at a rate of \$5,000 per year for three years. However, due to rising contract prices, purchasing a motorcycle for \$22,000 has become the more

cost-effective option, with an expected lifespan of 8 to 10 years. As a result, this expense has been moved from the operating budget to capital expenditures.

Overall, department expenses have remained steady, though software costs have increased to accommodate a new scheduling system. This system streamlines payroll, enhances efficiency, and provides mobile access for officers.

Although dispatch operations have transitioned to a regional call center, the department still incurs costs for system maintenance contracts, fire alarm systems, and annual communication fees. Mr. Haddad noted that while the town will not be charged for regional dispatch services in FY26 and FY27, it must plan for \$175,000 expenditure in FY28. Last year, state grant funding covered some operational costs, but these funds are no longer available and must now be incorporated into the budget. While the transition to a regional call center has been highly effective for emergency calls, there remains some inefficiencies in handling routine business calls. The department currently has two part-time personnel staffing the front desk, covering a total of 40 hours per week. When staffed, customer service is satisfactory.

Minor Capital Requests total \$25,800 including the replacement of body armor – Required every five years (\$5,000 for multiple units). Heavy vests for active shooter scenarios – \$2,800 per vest, with a five-year lifespan, and Traffic safety camera pilot program – The department is testing cameras at three key intersections (Town line Road, Route 40 at Main Street, and Four Corners) for three months. If continued, the program will cost \$18,000 annually. These cameras will assist with traffic data collection for grant applications, identify high-risk areas, and improve road safety. No citations would be issued under this initiative. Existing speed signs throughout the town also collect valuable traffic data.

Chief Luth noted that the department has operated with 20 officers for the past decade, which is below recommended staffing levels. The current structure includes four Sergeants, 14 patrol officers, and one Detective. However, there are still five unfilled shifts per week, resulting in periods without supervisory oversight. The lack of supervision increases the town's liability due to potential training and oversight failures. Investigations, particularly sensitive cases, would also benefit from additional supervision. The department has only one Detective, and the investigative workload continues to grow. Background investigations alone require 40 hours per case, with 10–12 conducted annually—equating to approximately 10 weeks of work just for these responsibilities.

With four new officers recently hired, nearly 40% of the department has less than two years of experience, underscoring the need for mentorship and training. Deputy Chief Bielecki emphasized that without a Sergeant on duty, case follow-ups can be delayed. The absence of supervisory oversight presents operational challenges, particularly on evening shifts, where having an investigator or Sergeant available would greatly improve efficiency and response to critical incidents. Concerns were also raised regarding the inexperience of newer officers, which could lead to an increased risk of injuries. While morale remains high, strong mentorship is essential to ensure proper decision-making and adherence to best practices.

Ms. Pine clarified that the Police Department is requesting the addition of one Detective position in FY27. By then, the department aims to have a total of 21 officers, improving coverage, mentorship, and training. Mr. Haddad estimated that adding this position would cost between \$90,000 and

\$100,000 and emphasized the importance of ensuring a Sergeant is available on every shift to oversee operations and handle calls appropriately. Mr. O'Reilly supported this, stating that in his experience, a lack of supervision can lead to officers neglecting responsibilities, operating under the mindset of "it's not my job." He stressed that every shift should have a designated supervisor.

Mr. Haddad noted that the original budget proposal included a public safety override for both police and fire, but this year's focus is on fire safety. As a result, requested police department additions would be phased in over the next several years.

Mr. Green inquired whether software improvements could help manage supervisory duties without reducing the number of patrolling officers. Chief Luth acknowledged that while technology can enhance efficiency, adequate supervision remains essential to maintaining proper oversight and department effectiveness.

DPW Budget

Tom Delaney and Brian Callahan attended the meeting to discuss the Department of Public Works (DPW) Operating and Capital Budget. A tentative agreement with the DPW union is expected to result in a 4.38% increase, excluding contractual obligations, as the town will be covering salaries for two DPW directors starting July 1st to ensure a smooth leadership transition. An additional \$55,000 is allocated for this transition, while the rest of the budget remains level-funded. A \$7,500 stipend is also included.

Mr. Delaney noted ongoing challenges in filling positions and anticipated additional vacancies due to upcoming retirements, which would result in a mostly new crew. Board members inquired about potential partnerships with the Technical High School and whether a summer work program exists. Mr. Callahan expressed interest in reaching out to contacts at the high school and vocational schools to identify students with interest in the field and provide them with training and licensing opportunities. However, it was highlighted that operating certain types of equipment requires employees to be at least 18 years old, which presents a challenge for summer hires.

Regarding departmental operations, Mr. Delaney mentioned a shift in responsibilities, potentially transitioning mowing duties to a designated parks unit. Mr. Callahan reported that a new truck has been ordered, designed to be operated without a CDL license, allowing all employees to drive it. The minor capital budget is set at \$25,000 for small repairs including roof and furnace maintenance.

Mr. Cunningham inquired about the DPW's electricity use. Mr. Callahan estimated a 10-14% increase this year but noted that time-of-use rates do not apply to DPW as it is not a residential entity. Mr. Delaney identified the town's highest electricity consumers as the Senior Center, Town Hall, Police Department, and Fire Department. Mr. Delaney reported that recent snowstorms led to a Snow and Ice budget deficit, with \$39,000 spent on overtime with just the last storm. Mr. Haddad mentioned that a warrant article has been introduced to eliminate the snow and ice deficit and has set aside \$150,000. However, there is no available funding to cover a deficit in FY26.

There are no changes to the Tree Warden budget, and the DPW continues its collaboration with GELD. The municipal building and property maintenance budget includes a 2.01% increase in electricity-related expenses. Mr. Delaney emphasized the urgent need to replace the dry sprinkler system in

Town Hall due to rust and pinhole leaks. The replacement project is estimated at \$118,000. Funding will come from the reserve fund or municipal building funds, which would later be replenished with free cash. The Lost Lake facility repairs are less critical and can be completed in phases. The replacement pipes will be galvanized steel for durability.

In terms of waste management, Black Earth composting has been beneficial, saving both time and resources. A long-term lease is being explored. Odor reduction efforts have yielded positive results, with the worst conditions lasting about 30 days. An EPA grant application is being pursued to fund further improvements.

For the capital budget, the DPW's top-priority equipment includes an excavator, which remains highly valuable and is due for replacement, a fully electric mini loader, and a pickup truck also needs replacement, with an estimated cost of approximately \$400,000 for these items. The battery life for the electric loader is expected to last approximately 10 years before requiring a replacement. The electric loader would only be used at the transfer station, while the existing unit would be replaced with a gas-powered mode.

Fire Department Budget

Mr. Haddad informed the board members that the main issue for FY26 revolves around the addition of 6 new positions, and requested that the Chief address this specific concern rather than focusing on any other aspects of the budget.

Mr. Robertson also raised a point regarding the drive to Emerson Hospital, questioning how the Fire Department can remain level funded with the ambulances now traveling three times the distance.

Chief Art Cheeks emphasized the importance of the community understanding the current challenges faced by the Fire Department. The department is struggling to provide services effectively and is experiencing significant shortfalls. Currently, the Fire Department has 8 new probationary firefighters and 25 call volunteer members, however with the closure of Nashoba Valley Medical Hospital there is added strain to its operations.

Despite these difficulties, the department has achieved several successes. Notably, it has obtained necessary credentials and secured grant awards totaling over \$286,000, which have enabled the purchase of new equipment.

The department has seen a 29% increase in call volume, with 65% of calls requiring emergency services and 35% related to fire incidents. This increase in demand, though significant, remains unexplained.

The department is operating on a level-funded budget. Many expenses, including postage, office supplies, travel, software, equipment maintenance, and medical supplies, remain unchanged. However, there have been increases in other areas such as vehicle costs, vehicle maintenance, and uniforms, resulting in a 6.36% increase, or an additional \$13,500.

To improve efficiency, the department is proposing the installation of a 1,000-gallon diesel fuel tank on-site, which would reduce the need to travel to the Highway Department.

The department's FY26 budget request is \$225,646, compared to the \$212,146 allocated in FY 2025. This budget request accounts for a 3% cost-of-living adjustment (COLA) and also had been adjusted for the two additional Firefighter/EMTs.

The Fire Department is responsible for several additional services, including plan reviews, sprinkler inspections, home sales, school inspections, S.A.F.E. program, and License renewals. In total, there were 514 inspections conducted in 2024. If an emergency call comes through, that is the priority and these additional services must be rescheduled. Mr. Green inquired if there is any possibility of increasing the fees for these inspections. It was confirmed that the fees are already at the States maximum allowed and cannot exceed the fee schedule. Inspections are typically conducted by Senior Lieutenants, or the Chief oversees the process. Regarding fire prevention, Chief Cheeks noted that other towns typically hire a dedicated person for this role, working 8-5, but the cost for such a position is unknown.

The closure of NVMC has had a profound negative impact on operations, leading to increased transportation times, delayed response times, overlapping calls, a greater reliance on mutual aid, escalating overtime costs, and rising fuel and vehicle expenses. The standard protocol requires six personnel to be dispatched within 14 minutes, but during daytime hours, the department may only have two personnel available to respond to calls. The first 10 minutes of a structural fire is the most critical, having only one person operating the truck and another conducting a house sweep is neither sufficient nor safe. It typically takes 12 firefighters to safely assist an injured firefighter. As a result, mutual aid is called in, causing delays of 20 to 30 minutes, especially given that neighboring towns are also understaffed. This staffing shortage is severely impacting the community's service, resulting in delayed treatment and longer response times for both fire and EMS incidents. Additionally, pre-hospital care is increasingly delayed. While a proposal to bring in an outside ambulance service was considered, Chief Cheeks confirmed outside ambulance services found it to be financially unviable. One of the key advantages of a fire-based EMS system is its ability to integrate seamlessly into the community. The residents have come to depend on a reliable and efficient response team, and any disruption to this service undermines community trust and safety.

Between September and December 2024, the Fire Department experienced an 18% increase in overlapping calls, with 112 incidents. In response, the Fire Department is seeking to optimize staffing by hiring six additional career firefighters/EMTs. This would allow daily staffing levels to increase from two to four firefighters/EMTs, ensuring both ambulances can be fully staffed.

Ms. Pine clarified that the Fire Department's request for six additional personnel would allow for a minimum of four full-time personnel on all shifts during a 24-hour period. Chief Cheeks confirmed this, noting that, from 8 a.m. to 4 p.m., both the chief and the deputy chief would also be on shift.

Mr. Green inquired about when the second ambulance is deployed. Chief Cheeks explained that the second ambulance is used in multi-vehicle accidents or when the first ambulance is already transporting a patient.

Mr. Manugian asked about the compensation received from mutual aid. Chief Cheeks clarified that it is a contract between towns. In the case of a structure fire, the department pays its own personnel. However, if the department transports a patient from another town, the department is compensated for the service.

There was a request for data on how often the Fire Department is unable to respond and how many days the department is impacted by mutual aid to other towns.

Mr. Whitefield questioned whether, when the department is double-staffed, the town would be subsidizing the response efforts of other towns. Chief Cheeks clarified that when the department responds, a minimum of four personnel is required. Additionally, a backfill is provided, and the department receives reciprocal support in return. Mr. Reilly remarked that the department is not meeting the required standards and stressed the need for four personnel to ensure safe and effective responses. He shared a personal experience where it took over 15 minutes for a response to an emergent situation, highlighting that every minute matters in such circumstances

Additional staffing has been a topic of discussion for the past five years. In FY25, staffing was increased to 16 personnel and with the closure of the nearest emergency room it has heightened the need for additional staff. To address these challenges, the Fire Department will require a budget increase of \$555,425, excluding the town's portion of health insurance and pensions.

The closure of Nashoba Hospital has had a ripple effect, significantly increasing travel time for emergency responses. The average drive time has now risen to 82 minutes, compared to the previous 37 minutes. As the Fire Department is responsible for life safety, it is failing to meet these critical needs, which could be considered negligent if the service is not provided. Chief Cheeks raised the question: "What does the community expect when they call for help? The department's ability to meet those expectations is increasingly compromised due to staffing shortages and extended response times.

Mr. Robertson noted that there has historically been a 14% overlap in calls, which has now increased to 18%. He inquired about the projected reduction in this percentage once the six additional positions are added. Chief Cheeks clarified that the rise in overlapping calls is due to an increase in call volume and longer ambulance return times which is causing that second caller to wait longer for a response. However, with two fully staffed ambulances, response times will improve. Mr. Green agreed that those two significant factors are contributing to the situation and suggested that further investigation into factual data is needed to determine whether adding six personnel would be justified.

Mr. Haddad emphasized that, regardless of Nashoba's closure, there is still an ongoing issue with the increased call volume and inadequate response times, underscoring the need for the six additional personnel. He raised the question of whether it is worth asking voters to approve \$800,000 in taxes to hire these six personnel, noting that the full amount would not be required in the first year, as the increased assessment from county retirement would not materialize for two years.

Mr. Cunningham pointed out that a letter requesting staffing support over the next two years had been submitted to the state, but there has been no response. Chief Cheeks expressed frustration with the state's lack of engagement regarding the impacts of Nashoba's closure. Mr. Haddad confirmed that the task force formed by the governor did not provide any assistance. It is still crucial to maintain a public understanding of the situation and what the state has allowed to happen.

Mr. Manugian asked about the priorities regarding life and property safety. Chief Cheeks explained that life safety always comes first, followed by incident stabilization. Once stabilization is achieved, it influences the ability to conserve property.

Ms. Manugian stressed the importance of communicating to the public that the current level of service is what can be provided under the existing circumstances.

Ms. Pine asked if the town would be impacted by any federal grants. Mr. Haddad responded that the town is applying for two federal safety grants, which would provide approximately \$600,000 in funding.

Other Issues: Town Manager Summary, Revenue Update, Snow & Ice Deficit, School District

Mr. Haddad introduced Lacey McCabe, Chair of the Groton-Dunstable School Committee, and Sherry Kersey, Director of Business and Finance for the Groton-Dunstable Regional School District, to provide a brief update on the district's budget shortfall, which has been reduced from \$980,000 to \$820,000. He clarified that while the level-service budget remained unchanged; adjustments were made to the funding mechanisms.

Mr. Green expressed concern about the potential long-term impacts of budget cuts on student outcomes, noting that while the effects may not be immediately apparent, they could negatively impact the community over time. Ms. McCabe acknowledged the challenge of gathering concrete data on these impacts, emphasizing that such information often only becomes available after negative consequences have already occurred. She highlighted concerns about student mental health, pointing out that if counseling services become inaccessible, issues may go unnoticed. She also noted that while no immediate crises have emerged, there is a foreseeable risk of negative outcomes. The staff is experiencing significant stress, and overall morale is low. To address these concerns, a district-wide culture and climate study—including input from parents, students, and staff members—is currently underway, with results expected in the coming months. Additionally, school principals are actively working with staff to implement internal improvements.

Mr. Robertson commented on the recurring budget shortfall, noting that it remains an unresolved issue year after year. He highlighted the disparity between the Town's annual revenue growth of 3% and the school district's 6.5% increase in expenses, creating a persistent million-dollar gap. He questioned how this structural deficit could be effectively addressed.

Mr. Green pointed out that while an audit in 2017 identified cost savings, it was a one-time solution rather than a sustainable fix. He also noted that in previous years, many veteran teachers who had reached the highest salary steps retired and were replaced by first-year teachers, temporarily easing salary pressures.

Mr. Haddad emphasized that a significant portion of recent funding came from ARPA funds, which are not a long-term solution. He stressed that the state needs to take greater responsibility in providing additional funding for the schools.

Ms. Manugian raised a fundamental question: Is the education being provided truly satisfactory? The members collectively agreed that the current funding formula is placing undue strain on the community and is ultimately unsustainable.

Ms. Kersey explained that in August, the district had estimated funding levels, but when the Governor released the budget in January, Chapter 70 funding was set at \$75 per student. This adjustment helped reduce assessments. Additionally, the School Committee decided to hold off on subsidizing \$150,000 for full-day kindergarten, further easing budget pressures. Other state revenue sources, including transportation reimbursements outlined in the Cherry Sheets, also contributed to the financial

picture. The state's net minimum contribution for the town of Dunstable notably changed by \$35,000, resulting in a financial benefit for the Town of Groton.

A School Committee meeting is scheduled for Tuesday, February 25, 2025, with the Finance Committee to discuss the budget.

Mr. Haddad reported that the Town of Dunstable has decided to include an override question on the ballot, though the specific amount has yet to be determined. Ms. McCabe confirmed that Dunstable is prepared to move forward with an override if needed to maintain a level-service budget. The School Committee must certify its final budget by March 12th.

Mr. Haddad also noted that the Groton Select Board must post a specific override amount on the ballot. Dunstable will wait for Groton's decision before finalizing its own approach. Ultimately, the Select Board must determine the school budget and whether an override will be necessary.

FY26 Budget Deliberation

Mr. Haddad reported that the health insurance provider remains firm on a 14.8% increase. He noted that there is still an outstanding budget gap of \$25,000 to \$50,000, which may be resolved through revenue adjustments without impacting the tax rate. However, there may be a need to allocate more than the current \$475,000.

Mr. Haddad stated that the Select Board and the Finance Committee are scheduled to meet with the School Committee on Tuesday, February 25, 2025.

On March 3, 2025, the Finance Committee will convene to discuss the proposed override and would need to finalize the town budget by March 17, 2025

Mr. Haddad has requested that the Finance Committee finalize the Town Budget by March 17, 2025.

The meeting adjourned at 12:52 PM.

Respectfully submitted by Kristine Fox, Per Diem Minute Taker

SELECT BOARD MEETING MINUTES
MONDAY, MARCH 24, 2025
UN-APPROVED

Select Board Members Present: Alison Manugian, Chair; Becky Pine, Vice Chair; Peter Cunningham, Clerk; Matt Pisani; 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; Hannah Moller, Treasurer/Tax Collector; Dawn Dunbar, Town Clerk; Fire Chief Arthur Cheeks; Bud Robertson, Finance Committee Chair.

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

ANNOUNCEMENTS

Mr. Haddad read aloud a Press Release outlining the Town's ongoing efforts to provide information to the public and address questions regarding the Budget and overall operations of the Town and School District. The Select Board, Groton-Dunstable Regional School District Committee, and the Groton Town Manager are scheduling various events to meet with the public. He announced that there will be a "Coffee and Conversation" event at the Groton Inn on April 3, 2025, at 9:00 a.m. Mr. Haddad, Select Board Member John Reilly, School Superintendent Geoff Bruno, and Groton-Dunstable Regional School Committee Chair Lacey McCabe will be present to discuss the proposed Fiscal Year 2026 budget and answer any questions from the public regarding School and Town issues. On the same day, the Groton Public Library will host a Pre-School Family "Meet and Greet" at 10:30 a.m. The same group will meet with parents of young children (3 to 5 years of age), introduce them to the School District, and discuss the budget. Lastly, a Community Budget Forum is scheduled for April 16, 2025, at 7:00 p.m. at the Groton-Dunstable Regional High School. Mr. Haddad explained that representatives from the Groton Select Board, Groton Finance Committee, Groton-Dunstable Regional School Committee, Dunstable Select Board, and Dunstable Advisory Committee, along with the Dunstable Town Administrator and Groton Town Manager, will present the Fiscal Year 2026 Budget. They will also be available to answer any questions.

Mr. Haddad explained that the Town of Groton has a history of generosity among its residents. He announced that on April 2nd, the Groton Dunstable Regional School District and the Dunstable and Groton Council on Aging will host a citizen appreciation dinner at the Groton Dunstable Regional High School from 4:00 p.m. to 6:00 p.m. He emphasized that they did not want to use taxpayer funds for this event. Attorney Bob Collins has generously offered to sponsor the dinner. Mr. Haddad wanted to thank Mr. Collins.

Ms. Pine announced that when a wonderful member of the Affordable Housing Trust, Rick Perini, passed away last fall, his family, in recognition of his work, requested donations through a GoFundMe in lieu of flowers. Last week, the family attended an Affordable Housing Trust meeting and presented a donation to the committee of \$30,500. Ms. Pine stated that Mr. Perini was an important member of the committee and had a real passion for affordable housing.

PUBLIC COMMENT PERIOD #1

A resident of Groton described the community as filled with kind people who care for one another. She urged the Board to reconsider not splitting the override vote. She said everyone recognizes Groton's need for funding for the schools and first responders. By separating these two essential needs, she said the community is forced to debate which one is more urgent. She feels that a divided override could lead to divisions within the town.

TOWN MANAGER’S REPORT

1. Consider Ratifying the Agreement between the Town of Groton and SEIU 888, Highway/Water/Transfer Station Employees.

Mr. Haddad stated that the Board received a copy of the Tentative Agreement between the Town and SEIU 888, Highway/ Water/and Transfer Station employees for their review. He explained that the Union has ratified this Agreement and includes a 3% cost-of-living (COLA) increase in each for the next three years, totaling a 9% increase over a three-year period. Mr. Haddad respectfully requested that the Board consider ratifying the Agreement.

Mr. Cunningham made a motion to ratify the Agreement between the Town of Groton and SEIU 888, Highway/Water/and Transfer Station Employees. Ms. Pine seconded the motion. The motion carried unanimously.

2. Consider Ratifying the Agreement between the Town of Groton and AFSCME Council 93 Local 1703-Groton Supervisor’s Union.

The Board was provided a copy of the Tentative Agreement between the Town of Groton and AFSCME Council 93 Local 1703- Groton Supervisor’s Union for their review. He explained that the Union has ratified this Agreement and includes a 3% cost-of-living (COLA) increase in each of the next three years, totaling a 9% increase over a three-year period. Mr. Haddad said this Agreement would also impact the three Bylaw employees in the town. The Union has ratified this Agreement. Mr. Haddad respectfully requested that the Board consider ratifying the Agreement.

Mr. Cunningham made a motion to ratify the Agreement between the Town of Groton and AFSCME Council 93 Local 1703- Groton Supervisor’s Union. Mr. Pisani seconded the motion. The motion carried unanimously.

Mr. Haddad provided an update on collective bargaining, stating that the Select Board has ratified five of the six union contracts. He said one is outstanding but hopes to settle all contracts by the Spring Town Meeting.

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

Wednesday, March 26, 2025,	Joint Meeting with Town Moderator and Groton Contingent of the GDRSD Committee to consider reappointing Rob Flynn and John Ellenberger to the Nashoba Tech School Committee
Monday, March 31, 2025	Regularly Scheduled Meeting
Monday, April 7, 2025	Issue the Warrant for the 2025 Spring Town Meeting

Monday, April 14, 2025
Monday, April 21, 2025
Saturday, April 26th

Public Hearing for the Monarch Path Layout Hearing
No Meeting- Patriot's Day Holiday
Spring Town Meeting

6:15 P.M. Discussion- UMass Memorial Health's Plan to Build a Satellite Emergency Facility in Groton.

Chief Arthur Cheeks was in attendance for the discussion. Mr. Haddad said that the Board's packet included a letter the Town received from UMass Memorial Health explaining that they are proposing a Satellite Emergency Facility in Groton in response to the closure of the Nashoba Valley Medical Center. Mr. Haddad and Fire Chief Arthur Cheeks were members of the Working Group, which met over the past several months to address the closure. Chief Cheeks also participated in several subcommittees. Mr. Haddad explained that UMass attempted to purchase the old Nashoba Valley Medical Center (NVMC) site but could not, so they want to acquire a location within a three-mile radius of NVMC to build a satellite emergency facility. The proposed center will be located at 468 and 500 Main Street in Groton, subdivided into a six-and-a-half-acre lot known as 490 Main Street. They have secured a deal with the owners of these parcels to construct an approximate 35,000-square-foot, single-story building that will include a helipad. Mr. Haddad explained that ambulances from the surrounding towns used to pass this site on their way to Nashoba Hospital. Last week, representatives from UMass, including Mr. Haddad, Chief Cheeks, and Police Chief Michael Luth, met to discuss the proposed project. Mr. Haddad explained this would require a Special Permit and Site Plan approval from the Planning Board, and Wetlands and Stormwater Earth Removal permits. He said they hope to create one comprehensive application for all the Boards and Committees to review simultaneously. He also explained that they have started separate conversations with Seven Hills Pediatric Hospital in Groton because this will be an important relationship. Chief Cheeks said there would be many questions regarding the proposed facility, but they are optimistic that if everything goes well, there will be opportunities for expansion. Mr. Haddad and Chief Cheeks said this is a positive step for the community. Mr. Haddad said this marks the beginning of the process and that there is still much to be done, including public hearings. Mr. Haddad said UMass's goal is to have the proposed facility up and running by November 2026.

Public Comments

Groton resident Mr. Campbell asked when the public would have the opportunity to speak about the proposed Emergency Facility. Mr. Haddad said it would be during the Planning Board public hearing.

Groton resident Debbie Campbell expressed concerns about the Emergency Facility, stating that it was not the best location due to noise from ambulances, helicopters, traffic, and the nearby school. Mr. Haddad explained to Ms. Campbell she could express her concerns during the Planning Board's public hearing.

CONTINUE OF THE TOWN MANAGER'S REPORT

3. Update on Fiscal Year 2026 Budget.

Mr. Haddad explained that the Finance Committee has approved the proposed Balanced Budget in the amount of \$52,448,239. He said additionally, they voted to present a Contingent Budget to the Town Meeting for an additional \$673,250 for the Groton Dunstable Regional School District Assessment and

\$630,904 to add six (6) Firefighter/EMTs to the Groton Fire Department. The Finance Committee requested Mr. Haddad prepare a three-year projection based on the contingent budgets. He provided the Board with a memo outlining the projections and reviewed the assumptions with them. Mr. Haddad included the two override questions and a combined question in the packet for the Select Board's review. He emphasized that the staffing request for the Fire Department to operate 24/7 is not new; it was initially proposed in 2021. Mr. Haddad said the Board would need to make a decision. (Refer to the memo included with these minutes.)

Mr. Haddad stated that, based on the assumptions provided, the Town is projected to have a surplus of \$150,000 in FY26, also a surplus of \$925,590 in FY27, and \$1,320,889 million in FY28. The surpluses in FY 2027 and FY 2028 will be available to fund increases in the Operating Assessment for the Groton-Dunstable Regional School District.

ITEMS FOR SELECT BOARD CONSIDERATION AND APPROVAL

1. Determine Whether or Not to Combine the Two Override Questions (One for the School and One for the Fire Department) on the May 20, 2025, Election Ballot Into One Question or Keep them Separated.

Mr. Haddad explained that they have received a lot of community feedback regarding whether to combine the override questions. He explained the Select Board had a divided vote during the Tuesday, March 18th Finance Committee meeting, with two members in favor of and two against, combining the two override votes. He provided the Board with the two Proposed Override Ballot Questions to be added to the May 20, 2025 Annual Town Election Ballot. He said that given the new news regarding the proposed Emergency Facility, he had received several comments from people on whether or not they would still need six (6) Firefighters/EMTs moving forward. Still, he would leave that up to the Select Board to decide. Ms. Pine believes the UMass Emergency Facility changes the situation. She pointed out that the distance an ambulance would have to travel is a good reason to revisit this question. Three members were in favor of the six (6) Firefighters/EMTs, while one was against them. Mr. Pisani said they hire professionals in the field to do their jobs, and the previous and current Fire Chiefs recommend six. Chief Cheeks said they aren't looking to increase staff for other towns but are looking to keep Groton whole. Ms. Manugian is worried about staff burnout. Mr. Cunningham applauded the Chief for all the information that he had provided. He said even though the Emergency Facility is good news, it is optimistic that it will be up and running in November 2026. Ms. Pine said she didn't dispute the need for six, but they have been living with what they have. Her reasoning for asking for only two (2) Firefighters/EMTs is the balance between the Schools and the Fire Department. She believes they should increase the number of firefighters gradually for the taxpayers. Chief Cheeks said the cost of overtime is significant. Ms. Pine said two (2) Firefighters would be a big improvement for Groton's Fire Department. Chief Cheeks said he has to look at the liability of his crew and that they have been adapting and found a way to make things work the best they could but incurred many expenses.

A resident of 57 Longhill Road inquired about the time required to recruit and train a new firefighter. She also asked how realistic it would be to train six (6) Firefighters in a single year. She suggested that a gradual approach to training might be more effective. The Chief responded by explaining that

they aim to attract individuals with prior experience and that the last firefighter they hired came from Groton's recruit class.

Groton Resident Ms. Mary Jennings joined the Select Board meeting late but understood there was no reconsideration regarding the number of Firefighters. She asked what the Chief's plan was if they were unable to fulfill six (6) Firefighters. Chief Cheeks said they would make do with what they have. The Chief explained that the overtime budget was appropriated at \$160,000. Mr. Haddad indicated that there would be a \$130,000 shortfall.

Mr. Reilly believed they were in their current situation because they had kicked the can down the road. He asked what the morale was at the department. Chief Cheeks said they were facing burnout.

At the Finance Committee on March 18th, Select Board members Manugian and Pisani voted to keep the override questions separate, while Members Pine and Cunningham voted to combine the questions. Mr. Haddad stated that the decision was whether to keep the questions separate or combine them. Ms. Pine stated she would not vote to keep the override questions separate with six (6) Firefighters/EMTs. She believes they are far less likely to pass and said they are different. The Board received letters today from two School Committee members stating they would have no objections to combining the proposals if the number of Firefighters was reduced to two. Mr. Robertson said they discuss growth and believe the questions should be separated. He would also like to know the Town's opinion on these separately. Mr. Pisani said he agreed with Mr. Robertson and that they would see where the community lies at the end of the day. Ms. Manugian said there would be more clarity by keeping them separate. Mr. Haddad explained that this is a two-step process, as it needs to pass at the Town Meeting and the Ballot.

Mr. Haddad wanted to explain Proposition 2½. He stated that the law was enacted to limit spending to 2.5% growth unless voters choose to allocate more funds. He said it is the voters who make that decision.

After a lengthy discussion and feedback from members of the public, the Select Board agreed that the override vote would consist of two separate questions.

2. Consider Opting into In-Person Early Voting for the May 20, 2025, Annual Town Election.

Ms. Dawn Dunbar, the Town Clerk, was present for the discussion. The Board of Registrars voted unanimously to opt into In Person Early Voting for the May 20, 2025, Town Election. Mr. Haddad said if the Select Board agreed, they would need to vote to opt into Into Person Early Voting for the May 20, 2025, Town Election and vote to include the following hours in which people can vote during the early voting Period:

Saturday, May 10: 9am-3pm
Monday, May 12: 8am-7pm
Tuesday, May 13: 8am-4pm
Wednesday, May 14: 8am-4pm

Thursday, May 15: 8am-4pm

Friday, May 16: 8am-1pm

Ms. Pine made a motion to opt into In Person Early Voting for the May 20, 2025, Town Election. Mr. Cunningham seconded the motion.

Discussion

Mr. Cunningham inquired whether they would have mail-in voting. Ms. Dunbar clarified that mail-in voting is automatic.

The motion carried unanimously.

Ms. Dunbar said that the deadline to pull nomination papers for the Annual Town Election is Friday, March 28, at 5:00 p.m., and the deadline to return papers is April 1, by 5:00 p.m.

3. Consider Taking Positions on Some/All of the Warrant Articles Contained in the 2025 Spring Town Meeting Warrant.

Select Board Positions

Article 1: Hear Reports –

Unanimously in favor to support.

Article 2: Elected Officials Compensation-

Unanimously in favor to support.

Article 3: Wage and Classification Schedule-

Unanimously in favor to support.

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

Unanimously in favor to support.

Article 5: Fiscal Year 2026 Annual Operating Budget- Mr. Haddad explained that the main motion will be on the balanced budget, totaling \$53,634,483, which will be voted on for each function of government.

Additionally, there will be two contingent motions:

1. An increase for the School District by \$673,250, contingent on an override of Proposition 2 ½.
2. Two additional contingent votes: one under public safety, totaling \$630,904, and another for health insurance, amounting to \$150,000, both contingent on an override of Proposition 2 ½.

Mr. Haddad explained that the \$150,000 allocation for health insurance (related to pensions) is an expense for FY 2028.

Article 5: Fiscal Year 2026 Annual Operating Budget:

Base Budget-The Select Board was unanimously in favor to support.

Question # 1- Additional Funding for Groton Dunstable Regional School District Assessment

The Select Board was unanimously in favor to support.

Question # 2- Additional Funding to Add Six (6) Firefighters to the Groton Fire Department

The Select Board recommended (4 in Favor,1 Against-Pine)

Article 6: Fiscal Year 2026 Capital Budget –
Unanimously in favor to support.

Article 7: Community Preservation Funding Accounts-
Unanimously in favor to support.

Article 8: Community Preservation Funding Recommendations-
Mr. Haddad recommended postponing the CPC positions until next.

Article 9: Proposed Amendments to the Groton Charter –
Deferred until the Select Board meeting on March 31st, following the Charter Review Committee’s public hearing scheduled for March 27th.

Article 10: Act to Adopt Alternative Methods for Notice of Public Hearings-
Unanimously in favor to support.

Article 11: Amend Chapter 81, “Town Meetings” of the Code of the Town of Groton-
Unanimously in favor to support.

Article 12: Disposition of Town Owned Landon Hoyts Warf Road-
Unanimously in favor to support.

Article 13: Amend Chapter 125, “Demolition Delay” of the Code of the Town of Groton-
4 Deferred to Town Meeting,1 Against-Manugian.

Article 14: Adopt Resolution- Reduce Statewide Greenhouse Gas Emissions-
Unanimously in favor to support.

Article 15: Amend Flood Plain Zoning District-
Unanimously in favor to support.

Article 16: Endorse Master Plan-
Unanimously in favor to support.

Article 17: MBTA Communities Multi-Family Overlay District (MCMOD)-
Unanimously in favor of support.

Article 18: Accessory Dwelling Unit Amendments-
Unanimously in favor to support.

Article 19: Accept Monarch Path as a Town Way-
Deferred to Town Meeting.

Mr. Haddad updated the Board on some changes to the warrant since the Select Board's public hearing. The Citizen's Petition for a Town-Wide Speed Limit has been withdrawn at the proponent's request. In addition, the Sustainability Commission has informed Mr. Haddad that they still have \$6,500 remaining from this year's appropriation. They will not require these funds for the remainder of the year, but they have proposed a budget of \$5,500 for FY 26. He said they would encumber \$6,500 and remove that article from the warrant.

Article 20: Funding For Destination Groton Committee-
Unanimously in favor to support.

Article 21: Transfer Within the Water Enterprise Fund-
Deferred to Town Meeting.

Article 22: Transfer Within the Sewer Enterprise Fund-
Mr. Haddad said that there will be a transfer of approximately \$50,000.
The Select Board was unanimously in favor to support.

Article 23: Transfer Within Four Corner Sewer Enterprise Fund-
Mr. Haddad stated that they are requesting \$20,000.
The Select Board was unanimously in favor to support.

Article 24: Prior Year Bills-
Deferred to Town Meeting.

Mr. Haddad said the current Year Line-Item Transfers article has been removed from the warrant.

Article 25: Appropriate Funding to Offset Snow and Ice Deficit-
Mr. Haddad estimates that the snow and ice removal deficit is approximately \$150,000.
Unanimously in favor to support.

Article 26: Debt Service for the Middle School Track-
Unanimously in favor to support.

Article 27: Transfer Bond Proceeds-
Unanimously in favor to support.

Article 28: Establishing Limits for Various Revolving Funds-
Unanimously in favor to support.

Article 29: Funding For the Repair of the Town Hall Sprinkler System-
Unanimously in favor of support.

4. Consider Appointing Veronica O'Donnell to the Sustainability Commission.

The Sustainability Commission requested that the Board appoint Veronica O'Donnell to the Sustainability Commission.

Mr. Reilly made a motion to appoint Veronica O'Donnell to the Sustainability Commission. Mr. Pisani seconded the motion. The motion carried unanimously.

5. Consider Disbanding the Commemorations and Celebrations Committee.

Mr. Haddad stated that the Commemorations and Celebrations Committee has requested to be disbanded. The main purpose of this Committee was to plan various town-wide events, including the Memorial Day Parade, the Veterans Day Memorial, and the 250th Birthday Celebration of the United States. Many of their plans, if discussed publicly, could lead to confusion if certain events or locations do not come to fruition. He said rather than maintaining a Committee that must post agendas, take minutes, and complies with Open Meeting Law requirements; the Committee believes it would be more effective to function as a Town Manager's Working Group. This would allow the Town Manager and Committee to coordinate and manage the planning of these events. He explained that the issue was that they had not been complying with the Open Meeting Law. Town Clerk Ms. Dunbar confirmed this was the issue. Ms. Manugian said that she would not support this proposal. Mr. Cunningham said he would like to find support for the committee to comply with the Open Meeting Law. The Board did not favor disbanding the Commemorations and Celebrations Committee. Mr. Haddad will continue to work closely with the Town Clerk to resolve the issue.

OTHER BUSINESS

SELECT BOARD LIASON REPORTS

None

On Going issues

- A. PFAS—Mr. Haddad stated that the contractor, DeFelice, completed the Dunstable work and did an outstanding job. He said they would run the waterline down the driveway from Chicopee Row to the Groton Dunstable Regional High School. Groton Water Superintendent Tom Orcutt personally delivered letters to the abutters regarding this project. Connections and a Chlorine Booster station will be established after the waterline installation.

Mr. Haddad informed the Board that the Department of Environmental Protection (DEP) is expanding the number of properties that need to be connected due to the plume contamination issue. The Town prefers not to perform any work on private property due to liability concerns. Homeowners may need to initially cover a significant portion of the costs, which the Town will later reimburse. A public meeting will be scheduled to discuss this further. It will be more cost-effective for homeowners to carry out the work themselves since the Town's cost would be 30% more due to having to pay prevailing wages. Mr. Haddad wanted to bring this to the Board's attention.

- B. Nashoba Valley Medical Center Working Group— Mr. Haddad said that he would change this agenda item to "Satellite Emergency Facility."
- C. Charter Review Committee— There will be a public hearing on the Charter on Thursday, March 27, 2025.
- D. PILOTs- No update.

Approval of the Regularly Scheduled Meeting Minutes of March 3, 2025.

Ms. Pine made a motion to approve the regularly scheduled meeting minutes of March 3rd and March 10th, 2025. Mr. Pisani seconded the motion. The motion carried unanimously.

Executive Session

Mr. Haddad requested that the Board enter Executive Session Pursuant to M.G.L., c.30A, §21(a), Clause 3— "To conduct strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining to litigation position of the public body and the chair so declares.

And not to return to open session.

Select Board

Ms. Reilly made a motion to enter into Executive Session. Mr. Pisani seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Pisani-aye; Cunningham-aye.

The meeting was adjourned at 8:07 p.m.

Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager.