

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.



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

To: *Select Board*

From: *Mark W. Haddad – Town Manager*

Subject: *Weekly Agenda Update/Report*

Date: *May 19, 2025*

TOWN MANAGER'S REPORT

In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issue List, there are three items scheduled on Monday's Agenda. First, the Select Board will be meeting in Joint Session with the Planning Board to consider appointing Matt Killam to the Planning Board to fill a vacancy on the Board until the 2026 Annual Election. This appointment shall become effective on May 21, 2025. Second, Tom Orcutt will be in to discuss the Metro-West Water Supply Study. The Water Commission has undertaken a study to plan for future sources of drinking water for the Groton Community. This study is a planning tool regarding the feasibility of bringing Quabbin Reservoir Water to Groton should the need arise. Since the Report is 74 pages long, I had sent it out to you under separate cover and have not included it in the packet. However, it will be available on the Shared Drive during the meeting. The Select Board would need to enter into an Intergovernmental Agreement (IGA) for shared consulting services with Maynard, Concord, Westford, Littleton and Ayer. I have enclosed with this Report a copy of the IGA for your review. Please note that this is study, not a done deal, and should be reviewed in that light. Third, the Select Board will be meeting in Executive Session with the Finance Committee for matters regarding Collective Bargaining. You have previously received information concerning this Executive Session from me under separate cover. Please let me know if you need me to resend it prior to Monday's meeting.

1. I have made the following appointments and would respectfully request that the Board ratify these appointments at Monday's meeting: Sebastion Wells – Park Ranger; Abigail Linskey – GCC Lifeguard; Mark Cullen – COA Outreach Coordinator; Brea Haley – GCC Lifeguard
2. Attached, please find a notice of my temporary absence as Town Manager and my appointment of Takashi Tada as Acting Town Manager.

Select Board
Weekly Agenda Update/Report
May 19, 2025
page two

3. Please see the update to the Select Board Meeting Schedule through Labor Day:

Monday, May 26, 2025 -	No Meeting (Memorial Day Holiday)
Monday, June 2, 2025 -	No Meeting
Monday, June 9, 2025 -	Regularly Schedule Meeting (Re-Organization of Board)
Monday, June 16, 2025 -	Regularly Scheduled Meeting
Monday, June 23, 2025 -	No Meeting
Monday, June 30, 2025 -	Regularly Scheduled Meeting
Monday, July 7, 2025 -	No Meeting
Monday, July 14, 2025 -	Regularly Scheduled Meeting (L.I. Transfers/Call for Fall TM)
Monday, July 21, 2025 -	No Meeting
Monday, July 28, 2025 -	Regularly Scheduled Meeting
Monday, August 4, 2025 -	No Meeting
Monday, August 11, 2025 -	Regularly Scheduled Meeting
Monday, August 18, 2025 -	No Meeting
Monday, August 25, 2025 -	Regularly Scheduled Meeting
Monday, September 1, 2025 -	No Meeting (Labor Day Holiday)
Monday, September 8, 2025 -	Regularly Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

NONE

MWH/rjb
enclosures

1.1. INTERGOVERNMENTAL AGREEMENT FOR
SHARED CONSULTING SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR SHARED CONSULTING SERVICES (this “Agreement”) is made this [____] day of April, 2025 (the “Effective Date”), and is by and among the **WATER SUPPLY DISTRICT OF ACTON**, a Massachusetts governmental entity, with an address of 693 Massachusetts Avenue, Acton, Massachusetts (“Acton Water District”), the **TOWN OF MAYNARD**, a Massachusetts municipal corporation, with an address of 195 Main Street, Maynard, Massachusetts (“Maynard”), the **TOWN OF CONCORD**, a Massachusetts municipal corporation, with an address of 22 Monument Square, Concord, Massachusetts (“Concord”), the **TOWN OF WESTFORD**, a Massachusetts municipal corporation, with an address of Westford Town Hall, 55 Main Street, Westford, Massachusetts (“Westford”), the **TOWN OF LITTLETON**, a Massachusetts municipal corporation, with an address of 37 Shattuck Street, Littleton, Massachusetts (“Littleton”), the **TOWN OF GROTON**, a Massachusetts municipal corporation, with an address of 173 Main Street, Groton, Massachusetts (“Groton”), and the **TOWN OF AYER**, a Massachusetts municipal corporation, with an address of 1 Main Street, Ayer, Massachusetts (“Ayer”). The Acton Water District, Maynard, Concord, Westford, Littleton, Groton, and Ayer are together the “Parties” and individually a “Party.” The Parties other than the Town of Maynard are together the “Contributing Parties” and individually a “Contributing Party.”

WHEREAS, the Parties are each empowered by law to retain consulting services for various public works projects, including analysis of public water supply alternatives available to the Parties, which is a proper municipal function and service; and

WHEREAS, the Parties have separately explored the possibility of connecting to the Massachusetts Water Resources Authority (“MWRA”) system for the provision of public water supply; and

WHEREAS, the Parties acknowledge that they have similar interests in conducting an in-depth cost and financial analysis to assess the viability of connecting to the MWRA system and that retaining consulting services on behalf of the Parties would bolster the efficacy of the analysis and minimize consulting fees for the Parties; and

WHEREAS, Maynard has received a model for providing a comprehensive Cost Allocation Analysis and Technical Memorandum to identify the financial feasibility of prospective new members in the MetroWest area connecting to the MWRA system (“Shared Consulting Services”); and

WHEREAS, the Parties find that it is in their best interest to procure the services of a qualified expert to provide a comprehensive Cost Allocation Analysis and Technical Memorandum to them so they are better informed about the financial impacts of connecting to the MWRA; and

WHEREAS, the Parties have authority to enter into this Agreement pursuant to G. L. c. 40, § 4A, to perform jointly activities or undertakings which any one of the Parties is authorized by law to perform; and

WHEREAS, the Contributing Parties desire to authorize Maynard to enter a contract with the chosen expert to deliver the Shared Consulting Services to the Parties with the cost for such Shared Consulting Services to be paid by Maynard to the expert and thereafter divided equally among all the Parties; and

WHEREAS, the Parties intend that this Agreement shall set forth the terms and conditions of having the expert perform the Shared Consulting Services for the benefit of all the Parties, including the maximum financial liability of the Parties, in accordance with G. L. c. 40, §4A;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

2. Agreement. Each of the Parties hereto agrees to pay an equal share for the services of a qualified expert (the "Qualified Expert") to perform a comprehensive Cost Allocation Analysis and Technical Memorandum for the Parties collectively and individually, and to issue a Final Report of its conclusions so that the Parties are better informed about the financial impacts of connecting to the MWRA water supply system, as set forth in further detail in the Scope of Services attached hereto as Exhibit A (the "Work").
3. Term. The term of this Agreement shall commence on the Effective Date and shall continue until this Agreement is terminated or until the Work is completed and the Qualified Expert has issued a Final Report in accordance with the procedures set forth in Section 6 of this Agreement, provided that in no event shall the term of this Agreement exceed twenty-five (25) years or such other maximum term for an intergovernmental agreement set forth in G. L. c. 40, § 4A, as may be amended from time-to-time, or any other applicable law.
4. Lead Municipality. During the term of this Agreement, Maynard shall act as the Lead Municipality and shall perform or provide the following tasks, subject to the terms and conditions of this Agreement:
 - a. Issue Request for Proposals to obtain the services of a Qualified Expert to perform the Work;
 - b. Enter into a contract with a Qualified Expert approved in accordance with this Agreement to perform the Work;
 - c. Manage the Qualified Expert's services;
 - d. Receive invoices from the Qualified Expert and make payments in a timely manner for services rendered;

- e. Administer the collection, accounting and the use of funds provided by the Parties to fund the Work; and
 - f. Provide overall program oversight and related administration.
5. Request for Proposals.
- a. Within five (5) days of the Effective Date of this Agreement, Maynard shall provide each of the Contributing Parties with a draft Request for Proposals (the "RFP"), which shall incorporate the scope of services described in Exhibit A and shall contain contract terms and conditions. Within fourteen (14) days of receipt of the draft RFP, any Party may submit written comments and suggestions to Maynard or initiate the Dispute Resolution process set forth in Section 8 of this Agreement.
 - b. Upon approval of the RFP as set forth herein, Maynard shall issue the RFP.
6. Contract with Qualified Expert.
- a. Once responsive proposals are received, each Party shall appoint one person to assist Maynard in the review of proposals and the selection of the Qualified Expert and they shall choose a Qualified Expert in accordance with the voting procedure set forth in Section 8 of this Agreement. Notwithstanding the foregoing, the Parties shall collectively reserve the right to reject all proposals.
 - b. Upon a decision to award a contract to a Qualified Expert, Maynard and the Qualified Expert shall enter into a written contract for performance of the Work (the "Contract"). The Contract shall contain language acknowledging that the Contributing Parties are intended third-party beneficiaries to the Contract, and as such have the right to enforce the terms and conditions of the Contract to the same extent as Maynard. The Contract shall also include a term, a detailed fee structure, and a "not-to-exceed" amount for the total cost of the Work, including reimbursable out-of-pocket expenses incurred by Qualified Expert in connection with the Work, and it shall incorporate the terms of this Agreement.
7. Expert's Work Product. Upon completion of the Work, each Party shall be entitled to a comprehensive report detailing the Qualified Expert's work, which shall include its analysis, conclusions and recommendations, and the manner in which it arrived at same, and shall include an analysis specific to each Party. The Contract shall include a requirement that prior to issuance of a final invoice, the Qualified Expert shall provide each Party with a Draft Report for review and approval. Within thirty (30) days of receipt of the Draft Report, any Party may challenge the Draft Report or any portion thereof in accordance with Section 8 of this Agreement. If no such challenge is made or upon the resolution of any challenges, the Draft Report will be deemed approved by the Parties.
8. Funding Structure and Payments.

- a. The total cost of the Work shall be divided equally amongst the Parties. Prior to execution of a Contract with the Qualified Expert, each Party shall provide the other Parties with a certification from the official having the duties of municipal accountant that an appropriation for the Party's share of the Contract has been made. No Party will be permitted to participate in this Agreement, including Maynard, unless an appropriation for the full amount of its share has been made prior to execution of a Contract with the Qualified Expert.
- b. For all work associated with the Contract, the Qualified Expert shall bill Maynard directly and Maynard shall pay the invoices pursuant to the terms and conditions of the Contract and this Agreement.
- c. Prior to paying an invoice, Maynard shall provide each of the Contributing Parties with a copy of the applicable invoice from the Qualified Expert to Maynard, and such other reasonable backup as the Contributing Parties may request. Within fourteen (14) days of receipt of the invoice, any Contributing Party may dispute the invoice in accordance with the dispute Resolution Procedure set forth in Section 8.
- d. Upon approval of the invoice in accordance with the preceding paragraph, Maynard shall remit payment to the Qualified Expert in a timely manner and will send proof of payment to the Contributing Parties. Maynard shall divide the amount paid equally among the Parties, including Maynard, and shall send invoices to each of the Contributing Parties for reimbursement to Maynard of the Contributing Parties' respective equal shares of the amount paid by Maynard to the Qualified Expert. The Contributing Parties shall pay such invoices within thirty (30) days following receipt thereof.
- e. Notwithstanding the foregoing, any Party may contract with the Qualified Expert for supplemental services and/or for additional hours in excess of the scope of services set forth in Exhibit A; provided, however, that the Party contracting for such services shall be solely responsible for the costs thereof and there shall be a separate agreement between the Party and the Qualified Expert for such services.

9. Dispute Resolution.

- a. Any Party may dispute any of the matters provided for in the preceding paragraphs of this Agreement by providing written notice to the other Parties that it has a dispute within the time set forth in the applicable Paragraph of this Agreement, which notice shall include a statement of reasons for the dispute. If no time period for disputing a particular matter is established, the dispute must be initiated within fourteen (14) days of receipt of notice of the item in dispute.
- b. Any Party that fails to file a Notice of Dispute within the required time shall be deemed to have waived its right to dispute the matter and the matter shall be deemed approved by the Party.

c. Upon receipt of a Notice of Dispute, the Parties shall each designate one representative to meet with the other Parties' representatives to discuss the dispute and to attempt to reach a resolution. The meeting shall be scheduled and held by Maynard, with at least forty-eight (48) hours' notice to the other Parties. Each Party whose representative attends the meeting will have one vote with respect to the decision. The decision shall be made by a majority of those present at the meeting, with Maynard casting the deciding vote in the event of a tie. The decision of the majority of the Parties' representatives at the meeting shall be final, and the Party with the dispute shall accept the decision and pay its share of any invoice issued in connection with such dispute. Any Party who fails to send a representative to the meeting referenced in this section shall be deemed to have waived its right to vote on the matter.

10. Indemnification. Notwithstanding the final sentence of the second-to-last paragraph of G.L. c. 40, § 4A, and to the extent permitted by law, each of the Parties shall indemnify and hold harmless each of the other Parties and all of their officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Qualified Expert of its duties under the Contract including, without limitation, any claim of claim, demand, suit, liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Qualified Expert's employees while in or performing services for the Parties, provided however, that nothing herein shall be construed to limit any Party's, including Maynard's, rights of indemnification or breach of contract damages against the Qualified Expert. For avoidance of doubt this indemnification shall in no way be construed as providing indemnification of the Qualified Expert under any circumstances by any of the Contributing Parties.

11. Liability. Pursuant to G. L. c. 40, § 4A, each Party shall be liable for the acts and omissions of its own employees and not for the employees of the others in the performance of this Agreement, and to the extent provided by G. L. c. 258. By entering into this Agreement, none of the Parties has waived or abrogated any governmental immunity or limitation of damages which may be extended to them by operation of law.

12. Maximum Financial Liability. Pursuant to G. L. c. 40, § 4A, this Agreement sets forth the maximum extent of each Party's financial liability, which is an equal share of the cost of the Work.

13. Financial Safeguards. Pursuant to G. L. c. 40, § 4A, each Contributing Party shall, upon paying in full an invoice labeled "Final Invoice" from Maynard for the Work, provide to the other Parties a report or statement of all sums paid to Maynard for the Work. The Parties acknowledge that each Party shall receive from the Qualified Expert copies of all invoices sent to Maynard for the Work, as required by Section 7. Maynard shall maintain separate, accurate and comprehensive records of all services performed under the Contract, and all contributions received from the Contributing Parties.

14. Termination and Withdrawal. This Agreement shall automatically terminate if the Parties fail to award a contract to a Qualified Expert in accordance Section 5 hereof. Any Party may withdraw from this Agreement by providing written notice to the other Parties at least thirty (30) days prior to the execution of a contract with a Qualified Expert. Upon receipt of such notice, the remaining Parties shall decide whether they wish to continue on with this Agreement, and if so, the cost of the Qualified Expert shall be reapportioned amongst the remaining Parties. If Maynard chooses to withdraw, the remaining Parties shall designate a new Lead Municipality. If the Parties do not wish to complete the project without the withdrawing Party, the Agreement may be terminated by agreement of the remaining Parties. Any Party that fails to give notice of its intent to withdraw within the time set forth herein will be deemed to have agreed to the Contract with the Qualified Expert and they shall thereafter be responsible for payment of their full share even if they wish to withdraw at some later date. A Party wishing to withdraw at a later date will not be provided with a refund of any amounts paid prior to their withdrawal and they shall not be entitled to receive the Qualified Expert's report.

15. Cooperation. The Parties acknowledge and agree that, for the Qualified Expert to perform the Work, they will require that the Parties provide the Qualified Expert with various documents, records, information, and access to personnel. The Parties agree to cooperate in good faith with the Qualified Expert in furnishing, within commercially reasonable timeframes, the materials and personnel access necessary for the Qualified Expert to perform the Work, subject to any reasonable operational limitations and conditions.

16. Addition of Parties. Following the Effective Date of this Agreement, the Parties may, by unanimous written consent, allow one or more additional municipal entities to join this Agreement (a "New Party"), provided that, as a precondition to the New Party joining this Agreement, the New Party shall make a one-time catch-up payment to each of the existing Parties in an amount equal to a fraction, the numerator of which is (a) the total cost of the Work paid to date, divided by the new number of Parties expressly including the New Party, and the denominator of which is (b) the number of existing Parties excluding the New Party. By way of example only, if the total amount paid to the Qualified Expert at the time of the addition of a New Party is \$60,000 and there are five existing Parties, then the New Party would be required to make a catch-up payment of \$2,000 to each of the five existing Parties. Upon the unanimous written consent of the existing Parties and the payment by the New Party to the existing Parties required under this Section, the New Party shall thereafter be deemed a Party under this Agreement and the total remaining cost of the Contract with the Qualified Expert will be reapportioned amongst the Parties.

17. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

18. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such

provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

19. Amendment. The provisions, terms, and conditions of this Agreement shall be modified only by written amendments executed by all of the Parties; provided, however, that each Party shall designate one representative who shall have the authority to agree to extend any of the deadlines set forth herein.

20. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

21. Assignment. No Party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Parties.

22. Venue. Any action filed in court hereunder shall be filed in the courts of Middlesex County, Commonwealth of Massachusetts.

23. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

24. Headings. The article, section, and paragraph headings provided in this Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

25. Execution and Counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document format (.pdf) copy of this Agreement, shall be binding upon the Parties as fully and to the same extent as an original signed copy. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.

26. Complete Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Parties concerning the subject matter hereof. Each Party acknowledges that it has not relied on any representations by any other Party or by anyone acting or purporting to act for another Party or for whose actions the any other Party is responsible, other than the express, written representations set forth herein.

27. Notices. With the exception of invoices sent in accordance with Section 7 of this Agreement, all notices required or permitted by this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, or reputable overnight courier, and addressed as follows:

If intended for Maynard:

Select Board
Town of Maynard
195 Main Street
Maynard, MA 01754

If intended for Acton Water District:

District Manager
Acton Water District
693 Massachusetts Avenue
Acton, MA 01720

If intended for Concord:

Town Manager
22 Monument Square
Concord, MA 01742

If intended for Westford:

If intended for Littleton:

If intended for Groton:

If intended for Ayer:

[_____]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and year first above written.

TOWN OF MAYNARD

WATER SUPPLY DISTRICT OF ACTON

By: _____
[Name], [Title] of the Maynard Select Board
Duly authorized by vote of the Maynard
Select Board on [____], 202[__]

By: _____
Matthew Mostoller, District Manager
Duly authorized by vote of the
Commissioners of the Water Supply District
of Acton on February 10, 2025

TOWN OF CONCORD

TOWN OF WESTFORD

By: _____
Kerry A. Lafleur, Town Manager,
Duly authorized by vote of the Concord
Select Board on [____], 202[__]

By: _____
Kristen Las, Town Manager
Duly authorized by vote of the Westford
Select Board on [____], 202[__]

TOWN OF LITTLETON

TOWN OF GROTON

By: _____
[Name/Title/Authorization]
Duly authorized by vote of the Littleton
[____] on [____], 2025

By: _____
Mark Haddad, Town Manager
Duly authorized by vote of the Groton
Select Board on [____], 202[__]

TOWN OF AYER

By: _____
Robert Pontbriand, Town Manager
Duly authorized by vote of the Ayer
[____] on [____], 2025

EXHIBIT A

Scope of Services



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

May 12, 2025

Honorable Select Board
Honorable Town Clerk
Town of Groton
173 Main Street
Groton, MA 01450

RE: Temporary Absence of the Town Manager

Dear Members of the Select Board and Town Clerk:

The purpose of this letter is to advise you, pursuant to Section 4.4.2 of the Groton Charter, that I will be temporarily absent from my duties as Town Manager from May 23, 2025 through June 1, 2025. I will return to the Office on June 2, 2025. Pursuant to this Section, I am designating Takashi Tada as Acting Town Manager to perform the duties of the Town Manager during my temporary absence.

Thank you for your attention to this matter.

Sincerely,

Mark W. Haddad
Town Manager

cc: Kara Cruikshank – Executive Assistant
All Department Heads

**SELECT BOARD MEETING MINUTES
MONDAY, MAY 5, 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 Director of Finance/Town Accountant; Bud Robertson, Finance Committee Chair; Raquel Majeski and Fran Stanley, Diversity, Equity and Inclusion Committee Members.

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

ANNOUNCEMENTS

Mr. Cunningham announced that UMass will hold a public outreach event for the Nashoba Region on Tuesday, May 6th, at 6:30 p.m. at the Performing Arts Center. He encouraged everyone to attend.

Ms. Pine announced that Early In-Person Voting will begin on Saturday, May 10th, from 9:00 a.m. to 3:00 p.m., and will continue during regular business hours of the Town Hall the week of May 12th. Mr. Haddad stated that the Town Clerk has mailed out 127 ballots, and 14 residents have voted absentee.

Mr. Haddad announced that the Florence Roche Elementary School ribbon-cutting ceremony will take place on Tuesday, June 3rd, at 4:00 p.m., with a rain date of Thursday, June 5th, at 4:00 p.m.

Mr. Haddad reported that the town received a check for \$22,520 from the Groton Hill Music Center. This amount represents the proceeds from the Groton Community Fund for Quarter 1 of 2025. He stated that the Community Fund continues to be very successful.

PUBLIC COMMENT PERIOD

None

TOWN MANAGER'S REPORT

- 1. Ratify the Town Manager's Appointments of Luke Duhamel, Matthew Roche, Niklaus Dapcic as Golf Staff to the Groton Country Club, Kyle Courtemanche as a Truck Driver/Laborer, and Craig Hovey as a Highway Mechanic.**

Mr. Pisani made a motion to ratify the Town Manager's Appointments of Luke Duhamel, Matthew Roche, Niklaus Dapcic as Golf Staff to the Groton Country Club, Kyle Courtemanche as a Truck Driver/Laborer, and Craig Hovey as a Highway Mechanic, effective immediately. Ms. Pine seconded the motion. The motion carried unanimously.

- 2. Town Meeting Follow-up, Recap, and Update.**

Mr. Haddad said now that the Town Meeting has been completed, he wanted to call attention to the following issues/action items relative to the meeting:

Article 5- Operating Budget- The Balanced Budget was approved without any amendments. The additional funding for the School District and the Fire Department was approved, contingent on overrides of Proposition 2 ½. He explained that there are two questions on the Ballot for the May 20, 2025, Annual Election for these purposes. He said, regardless of the outcome, the Balanced Budget is intact and will go into effect on July 1, 2025.

Article 8-CPA Funding Recommendations-

Project #4- Cow Pond Brook Fields Improvements-

Mr. Haddad will continue the contract with Activitas to schedule public forums and start preliminary designs in conjunction with the Park Commission. The Park Commission will meet with Activitas on June 2nd.

Project #8- Town Field Improvements-

Mr. Haddad said that they have gone out to bid, and M.J. Cataldo, Inc. of Littleton has been awarded the Bid. The Park Commission has voted to authorize spending funds from their FY 2025 Capital Budget to make up the difference between the actual project cost of \$378,850 and the funding provided from CPA Funds (\$352,963). The contract has been finalized with M.J. Cataldo, and they will commence work after July 1, 2025.

Article 9- Proposed Amendments to the Charter-

Mr. Haddad stated that, unfortunately, this Article was defeated. He said the Charter Review Committee is still a standing Committee and asked the Board whether it should continue to review the Charter and either bring the proposal back to Town Meeting, make changes to the recommendations, or leave the Charter as is. Ms. Pine agreed that the Charter Review Committee should continue to meet and review the Charter. Mr. Haddad will work with Mr. Cunningham to schedule a Charter Review Committee meeting.

Other Issues:

- The Town Clerk will file all Bylaw Amendments with the Attorney General for review and approval.
- Town Counsel will file the necessary paperwork for accepting Monarch Path as a Town Way.
- The Department of Public Works will award the contract for the Town Hall Sprinkler repairs.

Mr. Haddad stated that the Town Meeting was a great success and commended the Moderator for doing an excellent job. Ms. Pine suggested that when planning future Town Meetings, they should plan and prepare attendees in advance to allow for a longer meeting time on Saturdays. Ms. Pine also explained that the Ballot Booklet was mailed out.

3. Fiscal Year 2025 Third Quarter Financial Update.

Mr. Haddad presented the Fiscal Year 2025 Third Quarter Financial Report, which Patricia DuFresne, the Assistant Director of Finance/Town Accountant, prepared. Ms. DuFresne and Mr. Bud Robertson, the Finance Committee Chairman, attended the meeting. Mr. Haddad reviewed the Report with the Board and explained that the town had collected 75.99% of the anticipated total revenue of \$49,963,365. At

the same time last year, he said the collection rate was 76.95%. He noted that investment income was exceptionally high last year; it currently stands at \$430,000, which is still a lot. Mr. Haddad highlighted the Local Option Meals Tax and Local Option Room Occupancy Tax, and said that Marijuana and the Country Club Revenues are performing well.

Mr. Haddad explained that the Minuteman Nashoba Health Group has closed out the runoff period, resulting in approximately \$369,000 that will be returned to the Town and added to Free Cash, which can be reflected in the fourth quarter. He said financially, the Town is in excellent shape. Ms. DuFresne pointed out that Licenses and Permits Revenues are up over last year, due to a single permit for the Lawrence Academy Grey Building, which was in the amount of \$120,000. She clarified that Licenses and Permits Revenue is not on an upward trend; the increase is a one-time occurrence.

Mr. Haddad explained that there are some notable outliers in expenses that the Board is aware of: Legal Fees, Snow and Ice, and Debt Service have increased due to payments related to the Florence Roche Elementary School. He reiterated that, overall, they are in good financial standing.

4. Update on Select Board's 2025 Goals.

Mr. Haddad reviewed the Board's goals and objectives and provided updates (reference the attached Fiscal Year 2025 Goals of the Groton Select Board).

Ms. Pine asked about the status of the Squannacook Sportsman Club. Mr. Cunningham explained that the Environmental Protection Agency (EPA) had spent over \$2 million to clean up the site to their standards. However, the Massachusetts Department of Environmental Protection (MA DEP) has a lowered threshold for lead, so they wanted additional work conducted. Mr. Cunningham said further testing will be conducted. A grant is available through the Montachusett Regional Planning Commission (MRPC) to help fund this effort. Mr. Cunningham said it is a lengthy process. Once they get approval from MA DEP, they will take ownership of the property and take the Sportsman Club building down.

5. Proposed Select Board Meeting Schedule through Labor Day.

Monday, May 12, 2025	No Meeting
Monday, May 19, 2025	Regularly Scheduled Meeting
Monday, May 26, 2025	No Meeting (Memorial Day)
Monday, June 2, 2025	Regularly Scheduled Meeting
Monday, June 9, 2025	Regularly Scheduled Meeting (Re-Organization of the Board)
Monday, June 16, 2025	Regularly Scheduled Meeting
Monday, June 23, 2025	No Meeting
Monday, June 30, 2025	Regularly Scheduled Meeting
Monday, July 7, 2025	No Meeting
Monday, July 14, 2025	Regularly Scheduled Meeting (L.I. Transfers/Call for FTM)
Monday, July 28, 2025	Regularly Scheduled Meeting
Monday, August 4, 2025	No Meeting
Monday, August 11, 2025	Regularly Scheduled Meeting
Monday, August 18, 2025	No Meeting
Monday, August 25, 2025	Regularly Scheduled Meeting

Monday, September 1, 2025

No Meeting (Labor Day)

Monday, September 8, 2025

Regularly Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND APPROVAL

- 1. Consider Approving a Special One Day All Alcoholic Beverages License for the New England Ringers Celebratory Reception to be held on Saturday, May 17, 2025, from 4:00 p.m. to 7:30 p.m.**

Ms. Pine made a motion to approve a Special One Day All Alcoholic Beverages License for the New England Ringers Celebratory Reception to be held on Saturday, May 17, 2025, from 4:00 p.m. to 7:30 p.m. Mr. Pisani seconded the motion. The motion carried unanimously.

6:15 P.M. Diversity, Equity and Inclusion Committee- Update

Diversity, Equity, and Inclusion Committee Chair Raquel Majeski and member Fran Stanley were present to update the Board on their activities and plans over the next several months.

Ms. Majeski thanked the Board for having them and wanted to express the importance of the Board's ongoing support for the Committee. The Committee feels strongly that the name of the Committee continues to include the words diversity, equity, and inclusion. They believe that representing the variety of races, religions, socioeconomic status, accessibility, and all identity-based identifiers was important to their work. The Committee will continue to provide opportunities for education, celebration, and inclusion for everyone. Ms. Pine said that Groton has a long-standing history of supporting its residents. Ms. Majeski requested continued support for the Committee's educational and celebratory activities. Ms. Pine expressed her wholehearted support for the Committee's work.

Ms. Manugian made a motion to confirm the existence of the Diversity, Equity and Inclusion Committee and to reaffirm the Board's support and appreciation of their efforts. Mr. Pisani seconded the motion. The motion carried unanimously.

OTHER BUSINESS

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

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

SELECT BOARD LIASON REPORTS

None

Ongoing issues

- A. PFAS Issue-** Mr. Haddad provided a positive update regarding the class action lawsuits against 3M and DuPont. He said a few years ago, he requested the Board to join these lawsuits. The town hired a law firm called Baron & Budd, based in Dallas, Texas, to represent Groton. The agreement is for the law firm to receive 17% of any settlement amount and cover their costs. Mr. Haddad said they have been very successful.

He announced that the town received its first settlement payment in the amount of \$67,022, which will be allocated to the Water Commission in a special fund to be used on the treatment of PFAS only. The Town of Groton is expected to receive between \$400,000 and \$600,000, which will go to the Groton Water Department. This is the settlement for the town's drinking supply wells.

As part of the lawsuit, there is a second round of lawsuits concerning special incidents. Mr. Haddad said that the PFAS at the high school is considered a special incident. If the town receives any settlement payments, Mr. Haddad will discuss them with the Board, so they can decide how to allocate those funds. By the end of 2025, the Groton Water Commission will receive all settlement payments. Mr. Haddad said Baron & Budd has been phenomenal to work with.

- B. UMass Satellite Emergency Facility- UMass will hold a public outreach event for the Nashoba Region on Tuesday, May 6th, at 6:30 p.m. at the Performing Arts Center.
- C. PILOTs- PILOTs will be discussed during a June Select Board meeting.

Approval of the Regularly Scheduled Meeting Minutes of April 14, 2025, Budget Forum Minutes of April 16, 2025, and the Special Meeting Minutes of April 26, 2025.

Ms. Pine made a motion to approve the regularly scheduled meeting minutes of April 14, 2025, the budget forum minutes of April 16, 2025, and the special meeting minutes of April 26, 2025. Mr. Cunningham seconded the motion. The motion carried unanimously.

The meeting was adjourned at 6:52 p.m.

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