

Town Manager Mark W. Haddad

TOWN OF GROTON

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

Select Board

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

SELECT BOARD MEETING MONDAY, AUGUST 25, 2025 AGENDA

SELECT BOARD MEETING ROOM, 2nd FLOOR, GROTON TOWN HALL AND ZOOM, WEBINAR ID: 893 1525 4612, PASSCODE: 156011

5:30 P.M.

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

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

- Consider Ratifying the Town Manager's Appointment of Katie Kazanjian as the Treasurer/Tax Collector for the Town of Groton
- 2. Fiscal Year 2025 Fourth Quarter/Final Financial Update
- 3. Consider Setting the Stormwater Fee for Fiscal Year 2026
- Update from the Town Manager and Department of Public Works Director on the Squannacook River Dam – Discuss Next Steps
- 5. Review the First Draft of the 2025 Fall Town Meeting Warrant
- Consider Approving an Amendment to the Agreement Between the Town of Groton and IAFF, Local 4879 to Add a Light Duty Provision to the Agreement
- 7. Proposed Select Board Meeting Schedule Through the End of the Year

II. 6:10 P.M.

Items for Select Board Consideration and Action

- 1. Finalize and Approve the Town Manager's Annual Performance Evaluation
- 2. Review and Vote to Accept Deed for Monarch Path
- 3. Approve Intermunicipal Agreement for the Use and Expenditures of Certain Opioid Abatement Funds between the Towns of Groton, Ayer, Harvard, Bolton, Littleton, Shirley and Pepperell.
- Consider Approving a One Day All Alcoholic Beverages License for the Groton Business Association for GrotonFest to be held on Saturday, September 27, 2025 from 10:00 a.m. to 4:00 p.m.

III. 6:15 P.M.

Public Hearing – Consider the Transfer of the Off-Premise All Alcohol Package Store License for the Groton Market, John Madigan, President to Shreeumiya Kuldevi, DBA Groton Market, Jaydeep Patel President, with Toralben Patel as the Manager

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. PILOTs
- D. Fire Department Staffing

SELECT BOARD LIAISON REPORTS

IV.

Minutes:

Regularly Scheduled Meeting of August 11, 2025

ADJOURNMENT

<u>Votes may be taken at any time during the meeting</u>. 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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Matthew F. Pisani, Chair Rebecca H. Pine, Vice Chair Alison S. Manugian, Clerk John F. Reilly, Member Peter S. Cunningham, Member

Town Manager Mark W. Haddad

To:

Select Board

From:

Mark W. Haddad – Town Manager

Subject:

Weekly Agenda Update/Report

Date:

August 25, 2025

TOWN MANAGER'S REPORT

As requested by the Select Board, I have posted Monday's Select Board Meeting as a Hybrid Meeting. It will be available to the public both in person and on-line. It will not matter where the quorum of the Board is located, as long as there is a quorum the meeting can be held. Please note that the Meeting will begin at 5:30 p.m. with an Executive Session to deal with a collective bargaining matter. The regular meeting will commence at the conclusion of the Executive Session. In addition to the Executive Session, the Town Manager's Report, Items for Select Board Consideration and Action and a review of the Ongoing Issues List, there is one additional item scheduled on Monday's Agenda. The Select Board, acting as the local licensing authority, will be conducting a public hearing to consider the transfer of the Off-Premise All Alcohol Package Store License for the Groton Market, John Madigan, President to Shreeumiya Kuldevi, DBA Groton Market, Jaydeep Patel President, with Toralben Patel as the Manager. I provided the Board with a copy of the application under separate cover.

- I am extremely pleased to report that I have completed my search for a Town Treasurer/Tax 1. Collector to replace Hannah Moller. Please consider this as my formal notification to the Board of my appointment of Katie Kazanjian of Townsend as Groton's Town Treasurer/Tax Collector. I have enclosed Ms. Kazanjian's resume to this Report for your review and consideration. Ms. Kazanjian brings municipal experience, a very strong work ethic and a wonderful enthusiasm to the position. She is going to be a great addition to the Finance Team and the Town Hall Staff. I would respectfully request that the Select Board consider ratifying this appointment at Monday's meeting.
- Enclosed with this report is the Final Fiscal Year 2025 Financial Report for your review. I would like 2. to spend a couple of minutes at Monday's meeting reviewing it with the Select Board.
- The 2025 Spring Town Meeting approved the following budget for the Stormwater Utility for Fiscal 3. Year 2026:

Select Board Weekly Agenda Update/Report August 25, 2025 page two

3. Continued:

LINE	DEPARTMENT/DESCRIPTION	-	FY 2025 ROPRIATED	TOW	FY 2026 N MANAGER BUDGET	PERCENT CHANGE
S	TORMWATER UTILITY					
5	Stormwater Wages/Benefits	\$	84,851	\$	86,890	2.40%
	Stormwater Expenses	\$	112,000	\$	112,000	0.00%
	Stormwater Capital Outlay	\$	51,000	\$	51,000	0.00%
500 [DEPARTMENTAL TOTAL	\$	247,851	\$	249,890	0.82%

The Budget had a very minor increase for FY 2026 to cover Union Obligations. For the past three years, the Select Board has set the fee at \$60. Based on the parcel count of 4,075, I would recommend that the Select Board vote to set the Stormwater Fee at \$60 for the fourth consecutive year. We can discuss this in more detail at Monday's meeting.

- 4. Director of Public Works Tom Delaney will be in attendance at Monday's meeting to discuss the status of the Squannacook River Dam and the two studies that are now underway. One is to study the repair of the Dam, while the other is to study the removal of the Dam. Based on Mr. Delaney's presentation, the Board can decide to do more study, move forward with repair, or move forward with removal. We can discuss this in great detail at Monday's meeting.
- 5. Enclosed for your review is the first draft of the 2025 Fall Town Meeting Warrant, along with a summary of proposed expenditures. I would like to take some time at the meeting reviewing this with the Board.
- 6. Depending on the outcome of the Executive Session, the Select Board may consider voting to approve an Amendment to the Agreement Between the Town of Groton and IAFF, Local 4879 to Add a Light Duty Provision to the Agreement.

Select Board Weekly Agenda Update/Report August 25, 2025 page three

7. As this is the last meeting before the Labor Day Holiday, I would like to propose the following schedule that will take the Board through the end of the year:

Monday, September 1, 2025 - No Meeting (Labor Day Holiday)
Monday, September 8, 2025 - Regularly Scheduled Meeting

Monday, September 15, 2025 - Regularly Scheduled Meeting (Warrant Hearing)

Monday, September 22, 2025 - No Meeting – Rosh Hashana Holiday

Monday, September 29, 2025 - Regularly Scheduled Meeting (Approve Warrant)

Monday, October 6, 2025 - Regularly Scheduled Meeting

Monday, October 13, 2025 - No Meeting (Indigenous People's Day)

Saturday, October 18, 2025 - 2025 Fall Town Meeting

Monday, October 20, 2025 - Regularly Scheduled Meeting (Possible No Meeting)
Monday, October 27, 2025 - Regularly Scheduled Meeting (Budget Guidance)

Monday, November 3, 2025 - Regularly Scheduled Meeting

Monday, November 10, 2025 - No Meeting

Monday, November 17, 2025 - Regularly Scheduled Meeting Monday, November 24, 2025 - Regularly Scheduled Meeting

Monday, December 1, 2025 - No Meeting

Monday, December 8, 2025 - Regularly Scheduled Meeting Monday, December 15, 2025 - Regularly Scheduled Meeting Monday, December 22, 2025 - Regularly Scheduled Meeting

Monday, December 29, 2025 - No Meeting Monday, January 5, 2026 - No Meeting

Monday, January 12, 2026 - Regular Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

- 1. The Annual Performance Evaluation of the Town Manager has been completed. According to the Policy, the next step is for the Select Board Chair to present the final Evaluation to the full Board at a public meeting for the Board's approval. Chair Pisani will have copies available for the Select Board at Monday's meeting. Since all Members were able to participate in the Evaluation, all members can vote to accept the Report.
- 2. Enclosed with this Report is the Draft Intermunicipal Agreement for the use and expenditures of certain opioid abatement funds between the Towns of Groton, Ayer, Harvard, Bolton, Littleton, Shirley and Pepperell. Patricia DuFresne had previously discussed this with the Board. She will be in attendance at the meeting to review this in more detail with the Board. We would request that the Board consider approving this IMA at Monday's meeting.
- 3. I would respectfully request that the Board vote to approve a One Day All Alcoholic Beverages License for the Groton Business Association for GrotonFest to be held on Saturday, September 27, 2025 from 10:00 a.m. to 4:00 p.m.

MWH/rjb enclosures



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LEGAL NOTICE TOWN OF GROTON PUBLIC HEARING

The Groton Select Board will hold a public hearing on Monday, August 25, 2025, at 6:15 P.M. in the Groton Town Hall, Second Floor Meeting Room, 173 Main Street, Groton, MA, to discuss and consider the transfer of the Off-Premise Retail, All Alcohol Package Store License for the Groton Market, John Madigan, President, located at 235 Main Street, Groton, MA to Shreeumiya Kuldevi, Inc., DBA Groton Market, Jaydeep Patel, President.

All interested parties are encouraged to attend.

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

8/15/2025 8/22/2025



BRIAN T. AKASHIAN KEVIN J. MURPHY

Attorneys & Counsellors At Law

One Courthouse Lane Chelmsford, Massachusetts 01824

> **☎** (978) 459-6320 **⑤** (978) 452-9737

August 4, 2025

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

Attn: Kara Cruikshank, Executive Assistant to the Town Manager

RE:

Application for Transfer of a License

Proposed Licensee:

Shreeumiya Kuldevi, Inc. d/b/a Groton Market

Proposed Location:

235 Main Street

Dear Executive Assistant Cruikshank:

Enclosed please find the following documents with regard to the above-referenced application for a transfer of Alcoholic Beverages License:

- 1. ABCC Application Forms, including:
 - a. ABCC Payment Receipt;
 - b. Monetary Transmittal Form;
 - c. DOR Certificate of Good Standing;
 - d. DUA Certificate of Compliance;
 - e. Transfer Application;
 - f. Manager Application;
 - g. Vote of the Entity;
 - h. Articles of Organization;
 - i. CORI Authorization Forms;
 - j. Purchase and Sale Agreement;
 - k. Proof of Citizenship;
 - 1. Supporting Financial Records;
 - m. Lease demonstrating Right to Occupy; and
 - n. Floor Plan.

Upon receipt of the enclosed documents, kindly process the same in your usual manner. Thank you for your care and courtesy in this matter and if you have any questions, please do not hesitate to contact me.

Very truly yours,

Brian T. Akashian



The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Trustees)

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE **PAYMENT RECEIPT** ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) Shreeumiya Kuldevi, Inc. d/b/a Groton Market **ENTITY/LICENSEE NAME ADDRESS** 235 Main Street **ZIP CODE** | 01450 STATE MA CITY/TOWN Groton For the following transactions (Check all that apply): Change Corporate Structure (i.e. Corp / LLC) Change of Location New License Change of Class (i.e. Annual / Seasonal) Pledge of Collateral (i.e. License/Stock) Transfer of License Alteration of Licensed Premises Change of License Type (i.e. club / restaurant) Management/Operating Agreement Change of Manager Change Corporate Name Change of Category (i.e. All Alcohol/Wine, Malt) Issuance/Transfer of Stock/New Stockholder Change of Hours Change of Ownership Interest Change of Officers/ Directors/LLC Managers (LLC Members/LLP Partners, Change of DBA Other [

> THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

> > **Alcoholic Beverages Control Commission** 95 Fourth Street, Suite 3 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

		Municipality Groton	n			
1. TRANSACTION Transfer of Lice Alteration of Presidents		Pledge	of Inventory of License of Stock	Change of Class Change of Categor Change of License T	ype	
Please provide a na	Operating Agreemen rrative overview of the	t Other	applied for. On-pren	(§12 ONLY, e.g. "club nises applicants should also es, if necessary.		of
This is a trans Shreeumiya k	sfer of a Annual Kuldevi, Inc. d/b/	Off-Premises Pac a Groton Market.	kage Store Lice	ense from Groton Mai	rket, Inc. to	
2. LICENSE CL	ASSIFICATION	<u>INFORMATION</u>				
ON/OFF-PREMISI			CATEGO		CLAS	
Off-Premise	es §15 Pag	ckage Store	All Al	conol	Ann	iuai
3. BUSINESS The entity that w	. Г	//ATION ense and have operat	ional control of the	premises. FEIN 39-344278	88	
Entity Name	Shreeumiya Ku	ıldevi, Inc.				
DBA	Groton Market		Manager of Record	Toralben PAtel		
Street Address	235 Mair	Street, Gr	oton, MA	01450		
Phone	(978) 448-638	7	Email			
Add'l Phone			Website			
4. DESCRIPTION OF PREMISES Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan. A retail store with one room, approximately 2,395 square feet with two entrances and exits. There is a						
basement for		approximately 2,3	30 Square reet	with two childrides di	THE OMES! THE O	
Total Sq. Footage	2,395	Seating Capac	city N/A	Occupancy Nu	ımber N/A	
Number of Entranc	ces 2	Number of Ex	kits 2	Number of Flo	oors 2	

Town of Groton Melissa Doig, Human Resources 173 Main Street Groton, MA 01450

Dear Ms. Doig,

With over 20 years of experience in office management, human resources, and payroll administration and 4+ years of municipal experience. I am excited to apply for the Treasurer/Tax Collector position with the Town of Groton. My background combines a deep understanding of municipal best practices with procurement, payroll, and financial management, and I am passionate about creating organized, people–first environments where both employees and systems thrive.

Throughout my municipal career, I have gained a deep understanding of accounting procedures, cash management, reconciliations, and compliance with Massachusetts municipal finance laws. My direct work alongside

Treasurer/Collector staff has allowed me to develop insight into the day-to-day operations of the role, preparing me to step in with confidence while continuing to learn and grow.

In my municipal accounting role as Assistant Town Accountant, I perform all core duties, ensuring accuracy, compliance, and transparency. I work closely with municipal departments on a daily basis, supporting all aspects of accounts payable, reconciliations, procurement/ MCPPO certified, and fiscal management. I am confident in my ability to navigate VADAR or similar ERP systems, maintain audit-ready documentation, and collaborate effectively with cross-functional teams and external vendors.

Beyond technical expertise, I pride myself on building positive relationships within organizations. I take a people-first approach to leadership, fostering trust, communication, and teamwork. My attention to detail, organizational skills, and commitment to public service allow me to thrive in fast-paced municipal environments where accuracy and accountability are critical.

Thank you for considering my application and I look forward to the opportunity to speak with you and your team.

Sincerely,

Katie Kazanjian

ajay

Katie L. Kazanjian

Experienced administrative professional with over 20 years in office management, accounting, and HR. MCPPO certified, with a strong background in public finance. Known for being reliable, detail-oriented, and a leader. Keeps things running smoothly and builds strong team connections.

WORK EXPERIENCE

Town of Townsend, Townsend MA Assistant Town Accountant

2023 - July 2025

Prepare and maintain all financial and accounting records in compliance with state and federal laws and local regulations. Record and reconcile all revenue and expenses. Provide assistance to departments, boards and committees regarding financial matters. Maintain Town contracts including labor contracts. Process and sign warrants for payroll and vendor expenses. Primary liaison to the Bureau of Accounts and independent auditors.

Townsend Highway / Selectboard, Townsend MA Administrative Assistant

2021 - 2023

Main point of contact for residences, vendors and employees. Processed bills, permits, payroll, PTO and w comp. Provided administrative support to the TA & BOS- scheduling, correspondences, agendas/minutes, permits. Developed a system for onboarding town employees and streamlined communication with town departments.

King's Heavy Civil Construction, Townsend MA Bookkeeper/Office Manager

2020 - PRESENT

Soley execute all bookkeeping and office management for commercial civil engineering company.

Customer service, A/P, A/R, budgeting, maintaining records permits and licenses, on & off boarding employees, process payroll, payroll tax returns, benefit negotiation. Develop and maintain policies and procedures.

Kazanjian Horticultural Contractors, Pepperell, MA Bookkeeper/Office Manager/Project Manager

2004 - PRESENT

Manage office operations for well-established landscape company. Cash flow, job costing, payroll, tax and insurance compliance, employee interviews and human resources, marketing, customer service.

SOFTWARE SKILLS

Microsoft Office (excel, word, outlook, powerpoint)

Google Suite/Adobe/Canva

Quickbooks/Quickbooks Online/VADAR

Paychex/ Harpers Time & Attendance

Masstax/MassDUA/IRS

UMASS Accounting System

STRENGTHS

Customer Service

Financial literacy

Collaboration

Communication

Leadership

Attention to Details

Resilience

A/P & A/R

Payroll/Benefits

Employee Management

EDUCATION

MCPPO CERTIFICATION-2024

MA REALTOR - 2009

Mount Wachusett CC - 2001

North Middlesex RHS - 1999

. General Fund Statement of Revenues & Expenditures June 30, 2025

	June 30, 2025	•				Parks Asses	Ash Odv Marianon	Ash Oth	2 of Burloot
	Current Rudget FY25	July - Jun Actual FY25	Variance to FY25 Budget	4th Otr % of Budget	Final FY24 Budget	Actual FY24	to FY24 Budget	% of Budget	Change Notes
Revenue		200 027 7	17 004	404 F087	1 116 143	1 107 723	(8.420)	99.25%	102.33% State Vets Reimb Increase
State Aid (Lottery/Exempts/Van)	1,152,082	7,170,006	368 149	120 22%	1,820,583	2,059,898	239,315	113.14%	106.26%
Motor Venicle/Boat Excise	250,000	273.544	23,544	109.42%	247,000	263,134	16,134	106.53%	102.71%
Local Option Room Occupancy Tax	150,000	223,079	73,079	148.72%	150,000	207,533	57,533	138,36%	107.49%
Marijuana Revenue	9,000	21,298	12,298	236.64%	150,000	11,040	(138,960)	7.38%	3215.22%
Penalties and Interest on Taxes	110,000	125,734	15,734	114.30%	110,000	123,413	13,413	112.19%	101.68% Purchast increased for EV25
Payments in Lieu of Taxes	355,443	354,749	(694)	89.80%	346,500	354,890	0,390	102.4279	85 24% Budget increased for FY25
Groton Hill Music Ticket Fee	40,000	88,880	48,880	222.20%	25,000	402,723	3 272	103 34%	101 64% Budget Reduced for FY25 (Dispatch)
Other Charges for Service (Dunst)	15,000	15,750	750	105.00%	39,000	102,212	168 731	123 82%	108.47%
Country Club Revenue	750,000	1,007,314	257,314	134.31%	200,000	404 500	12,590	103 21%	103.51% Solid Waste up 7%, COA Van up \$8k
Fees (incl Van vouchers)	400,000	427,329	27,328	105.83%	392,000	A6 183	26.183	165.46%	76.32% Budget increased for FY25
Rentals (Cell Towers)	25,000	69,454	14,434	120.28%	000,000	OU7 868	107 868	113.48%	100.02%
Other Departmental Revenue	854,063	969,330	115,267	113.50%	429 300	527 284	97.984	122.82%	138.09%
Licenses and Permits	429,300	728,078	238,178	169.60%	429,300	11 336	1 336	113 36%	90,31% Parking tix trending lower in FY25
Fines and Forfeits	10,000	10,238	770 064	102.38%	10,000	1 535 170	1 435 170	1535,17%	10,23% Bank Deposits lower in FY25
Investment Income	309,744	486,605	1/6,861	201.7CT	75,000	89.094	14.094	118.79%	85.80%
Misc Recurring (LRTA Van Reimb)	94,000	95,801	108,1	3628.TUT	3,000	26,617	23.617	887.23%	#DIV/O! MNHG Claims Refund
Misc (WC Reimb & Other)	0	346,995	340,893	#DIVIO	336 486	364 081	27,595	108.20%	88.22% Budget Reduced for FY25 (Cable Dept)
Enterprise Allocation for Indirects	315,004	301,302	(271 840)	89.37%	41.322.045	40,930,958	(391,087)	99.05%	100.32%
Keal Estate and Personal Flup	42,040,400	סבסיו וסיאר		200 007	730 077 81	50 024 983	1 752 926	103.63%	99.42%
Total Revenue	49,963,365	51,475,864	884,2TC,T	103.U3%	40,212,00	00,057,000			
Expenditures (Operating Expenses)									Legal \$83k /Ins & Bonding \$44k/Acctng
promuora Justica	2 007 524	2 889 435	208.086	93.28%	2,887,869	2,686,510	201,359	93.03%	100.27% \$30k/S.B. Exp 24K/BOH Assmt \$30k
Dublic Colors Constal Find	4 666 255	4 458 366	207,889	95.54%	4,829,799	4,644,783	185,016	98.17%	99.34%
Department of Public Works	2,566,229	2,477,598	88,631	96.55%	2,401,495	2,349,230	52,265	97.82%	98,70% Tipping Fees \$138/Show & Ice \$100K
			,000	24.4	2 027 680	1 003 544	34 136	98 32%	97.18% S88k for spot treatment
Culture, Rec, & Citizen's Svcs	2,452,323	2,343,232	168,091	95.50%	4,689,903	4,669,930	19,973	99.57%	96.99% Health Insurance Trending Low
Employee Benefits and Other	4,634,314	4,00,101,	100'001	8	37.000 07	700 040 04	402 740	97 07%	APA 4796
Total Operating Expenses	17,636,842	16,856,448	780,394	95.58%	16,836,745	16,545,997	495,149	8 10:10	
Expenditures (Non -Operating Exp.)									
Special Articles Voted for Current Yr	1,636,076	808,429	827,647	49.41%	838,084	637,546	200,538	76.07%	64.35%
PY Articles/Enc(SeeUse of Enc Below)	642,727	364,950	777,777	26.78%	896,127	473,850	422,277	52.88%	107.38%
Education	28.739.026	28,739,026	0	100.00%	27,718,371	27,718,371	0	100.00%	100.00%
Debt Service	4.684.920	4,684,911	o	100.00%	4,565,613	4,562,176	3,437	99.92%	100.08%
(State) (State)	101.926	101,926	0	100.00%	98,662	98,662	0	100.00%	100.00%
			207 307 7	2000	24 446 857	33 490 605	626 252	98.16%	98.73%
Total Non - Operating Expenses	35,804,675	34,699,242	1,105,453	90.81%	04,110,001	200,004,00	200 4 200	7 400/	200.00
Excess (Deficiency) Before OFS&U	(3,478,152)	(79,826)	3,398,326	2.30%	(2,681,546)	190,381	176'1 1977	-1.10%	OK.5570
· Other Financing Sources		000,000	•	700000	1 390 509	1 390 509	0	100.00%	100.00% FY25 Add¹ Cap Stab Purchases 4/2025
Transfers from Other Funds	1,834,222	1,834,222	(959 770)	ER 7094	896 127	473.850	(422,277)	52.88%	107.39%
Use of Avail. Funds: Encumbrances	1 669 777	1,669,777	0	100.00%	947,654	947,654	0	100.00%	100.00%
Avail. ruilds. 1. C. Overlay culping	101.017	070 000 0	(952 TTC)	03 30%	3 294 290	2812.013	422,277	86.94%	107.32%
lotal OFS	4,140,363	2,000,949	(000,112)	80000			c		
Other Financing Uses	105 001	105 001	•	100,00%	180.567	180,567		100.00%	100.00%
Overlay & Delicits to be reased Transfers to Other Funds	472,532	472,532	0	100.00%	309,605	309,605	0	100.00%	100.00%
Total OFU	668,433	668,433	0	100.00%	490,172	490,172	0	100.00%	100.00%
Eveses (Definiency) Incl. OFS&!!	0	3.120.690	3,120,690		62,572	2,512,222	2,449,650		
Excess (Penoleny) man of one									



TOWN OF GROTON

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Select Board

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

Town Manager Mark W. Haddad

To:

Select Board

Finance Committee

From:

Mark W. Haddad – Town Manager

Subject:

Proposed Fall Town Meeting Expenditures

Date:

August 13, 2025

The purpose of this memorandum is to provide the Select Board and Finance Committee with a summary of the proposed Fall Town Meeting Expenditures based on the proposed Warrant Articles, along with a summary of available funds (please note that the Warrant closes on August 21st. I will be on vacation when the Warrant closes. Attached is the latest draft. I will update it, if necessary when I return from vacation).

As of the writing of this memorandum, the following is a summary of available funds:

FY 2026 Levy Capacity: \$66,268*
Local Cable Receipts Reserved for Appropriation: \$11,617
Anticipated Free Cash: \$2,500,000
Stabilization Fund: \$2,728,838
Capital Stabilization Fund: \$109,199
GDRSD Capital Stabilization Fund: \$22,868
Stormwater Excess and Deficiency: \$142,245

*The Board of Assessors is estimating that New Growth will come in at \$30 million, which will add an additional \$76,250 to the FY 2026 Anticipated Levy Limit. Unfortunately, the Final State Aid allocation for Groton was reduced by \$9,982 from the last estimate, leaving \$66,268 in available Levy Capacity. Attached to this memorandum is the lates Levy Limit Calculation for your review and information.

The following is a summary of the submitted Warrant Articles, along with proposed expenditures and recommended revenue source to fund the request:

Article 1 - Unpaid Bills

Currently, we have one unpaid bill from Dennis K. Burke, Inc (diesel fuel for the DPW) in the amount of \$4,158. I am recommending that this bill be paid from Free Cash.

Requested Amount: \$4,158

Article 2 - Amend Fiscal Year 2026 Budget

Requested Amount: \$170,609

I am proposing the following amendments to the Operating Budget:

Line Item 1070 – Treasurer/Tax Collector Salaries

Request: \$17,658

This amount is needed to cover the vacation payout for former Treasurer/Tax Collector Hannah Moller. I am recommending that this amount come from Free Cash as it is a one-time expenditure.

Line Item 1070 - Treasurer/Tax Collector Salaries

Request: \$35,000

I had previously written to you with my proposal to adjust hours within the Treasurer/Tax Collector's Office. As part of the transition to a new Treasurer/Collector and the retirement of current part-time Assistant Treasurer/Collector (Michael Hartnett), I am recommending that we increase the position from 19 hours per week to 40 hours per week (full-time). I am recommending that funding come from the Tax Levy as it is a permanent increase in the Line Item.

<u>Line Item 1071 – Treasurer/Tax Collector Wages</u>

Request: \$16,086

This is a request to increase the Assistant to the Treasurer/Collector/Payroll Coordinator position to 40 hours (from the current 35 hours) to add additional duties to the position. Currently, the Human Resources Director is a Department of one. The office is very busy and in desperate need of administrative support to help with benefit administration, onboarding, recruitment, training, maintaining personnel records, etc. Initially, the Finance Team and I considered creating a fifteen hour Human Resources Generalist position. However, it makes more sense to add hours to existing staff and evaluate whether or not that makes a difference in the overall operation. The requested amount covers the additional five hours per week, plus a salary adjustment to reflect the added responsibilities. Since this will be a permanent expense, I am recommending that it come from the Tax Levy.

Line Item 1130 - Town Clerk Salaries

Request: \$19,040

This amount is needed to cover the vacation payout of former Town Clerk Dawn Dunbar. I am recommending that his amount come from Free Cash as it is a one-time expenditure.

Line Item 1210 – Planning Board Salaries

Request: \$21,808

Based on the outcome of the Collins Center Salary Study, it was determined that the Land Use Director/Town Planner is significantly below similar positions in our comparable communities. To that end, the Salary of the current employee needs to be increased from \$93,192 to \$115,000. Since this is a permanent increase in the Line Item, I am recommending that this come from the Tax Levy.

Line Item 1310 – Fire Department Salaries

Request: \$5,400

Due to the closure of the Nashoba Valley Medical Center and the shortfall in personnel within the Fire Department to deal with the additional travel times, the Fire Chief was unable to take vacation for over seven months. He ended up losing two weeks of accrued time. To address this, the Select Board and Town Manager allowed the Chief to buy back two weeks of vacation time as a one-time adjustment. I am recommending that this come from Free Cash it is a one-time expenditure.

Select Board/FinCom
Summary of Proposed Town Meeting Expenditures

Page 2 of 6

Line Item 1500 - Highway Department Salaries

Request: \$80,000

As you will recall, at the June 23, 2025 Special Town Meeting, one of my recommendations to balance the budget was to use Free Cash to cover Tom Delaney's FY 2026 Salary (\$55,000) since it is was a one-time expenditure. Unfortunately, I failed to put that expenditure in the motion that balanced the Budget. In addition, we will need \$25,000 to cover Tom Delaney's vacation payout when he retires in November. I am recommending that the total amount of \$80,000 come from Free Cash since it is a one-time expenditure.

Line Item 1710 – Local Access Cable Salaries

Request: \$8,819

Similar to the issue with Land Use Director/Town Planner, the position of Cable Director is also below similar positions in our comparable communities. To that end, the Salary of the current employee needs to be increased from \$73,181 to \$82,000. I am recommending that this funding come from the Local Access Cable Receipts Reserved for Appropriation since that funding is available to cover the cost of funding the Cable Department.

<u>Line Item 1711 – Local Access Cable Wages</u>

Request: \$2,798

The final position that was below similar positions in comparable communities is the Cable Production Technician. The hourly wage of the current employee needs to be increased from \$23.66 to \$25.09 . Similar to the Cable Director's funding source, I am recommending that this funding come from the Local Access Cable Receipts Reserved for Appropriation since that funding is available to cover the cost of funding the Cable Department.

<u>Line Item 3010 – Health Insurance/Employee Expenses</u>

Request: (\$36,000)

Now that Open Enrollment is completed, an audit was completed on the Health Insurance Account and we will be able to reduce this line item by \$36,000 to reflect actual enrollment in the Town's Health Insurande program.

Line Item 2005B - Short Term Interest Debt - Excluded

Request: TBD

We are evaluating this line item to determine how much it can be reduced based on the outcome of the BAN issued in June. I will have an update on this amount at your August 25th Meeting. Regardless, this reduction does not impact operational expenses, but it will reduce the anticipated FY 2026 Tax Rate

The Total Amounts Requested By Category:

Free Cash:

\$122,098

Tax Levy:

\$ 36,894

Cable Receipts:

\$ 11,617

Total

\$170,609

Article 3 - Capital Stabilization Fund

The current balance in the Capital Stabilization Fund is \$109,199. The Town's financial policies call for a balance in this fund of 1.5% of the total Operating Budget. Should Article 2 pass as presented, the total FY 2026 Operating Budget will be \$52,887,349, requiring a Capital Stabilization Fund Balance of \$793,310. Ordinarily, this would require a transfer of \$684,111. I am requesting an additional \$215,889 for a total transfer of \$900,000 from Free Cash to fund the anticipated Capital Budget.

Article 4 - Stabilization Fund

The current balance in the Stabilization Fund is \$2,728,838. The Town's financial policies call for a balance in this fund of 5% of the total Operating Budget. Should Article 2 pass as presented, the total FY 2026 Operating Budget will be \$52,887,349, requiring a Stabilization Fund Balance of \$2,644,367. At this time, we do not need to add money to the Fund.

Article 5 - GDRSD Capital Stabilization Fund

At this time, I have not received a preliminary capital budget from the School District. For now, I am recommending we match what we paid last year and transfer \$250,000 from Free Cash into the Fund. We can use Free Cash at next year's Spring Town Meeting if a larger appropriation is needed.

Article 6 - Water Enterprise Fund

This article would allow the Water Department to transfer money from their Excess and Deficiency Fund into the operating budget to cover unanticipated expenses. This should be considered a placeholder for now. I will update the Select Board and Finance Committee with any funding request.

Article 7 - Sewer Enterprise Fund

Similar to the previous article, this Article should be considered a placeholder in the event the Sewer Department has an unanticipated expense. As with the previous Article, I will update the Select Board and Finance Committee with any funding request.

Article 8 – Stormwater Enterprise

The Department of Public Works is requesting that \$50,000 be transferred from the Stormwater Excess and Deficiency Fund to pay for additional engineering assistance to meet State Reporting requirements.

Article 9 – Assessors Quinquennial Certification

From the Summary in the Warrant: Assessors in every city and town are responsible for developing a Revaluation program to completely analyze and revalue all property within its borders every year. Revaluation annually, is required under Massachusetts law and is regulated by the Massachusetts Department of Revenue's Bureau of Local Assessment (BLA). The rationale for revaluation is to always maintain property at fair market or fair cash value to ensure equity for all classes of property. Every fifth year the Massachusetts Department of Revenue requires a full certification with BLA oversight. The Assessors are seeking \$30,000 to cover the cost for appraisal services of Real Property to be conducted by Vision Government Solutions. I am recommending that this funding come from Free Cash.

Select Board/FinCom
Summary of Proposed Town Meeting Expenditures

Page 4 of 6

Requested Amount: \$50,000

Requested Amount: \$900,000

Requested Amount: \$0

Requested Amount: \$250,000

Requested Amount: TBD

Requested Amount: TBD

Requested Amount: \$30,000

30,00

Requested Amount: \$60,000

Requested Amount: \$100,000

Requested Amount: \$30,000

From the Summary in the Warrant: The head wall that supports the bridge abutment for Fitch's Bridge is collapsing and needs to be repaired. The Department of Public Works will oversee the repairs of this head wall in compliance with Massachusetts State Law with regards to procurement. This Article will authorize the funding for this repair. The Department of Public Works is estimating that this repair will cost approximately \$60,000. I am recommending that this funding come from Free Cash.

Article 11 - Maintain Former Nod Road Landfill

From the Summary in the Warrant: Recently the Department of Environmental Protection (DEP) inspected the former Nod Road Landfill and has required the Town to begin mowing the Landfill. DEP is requesting that the Town conduct a third party inspection to ensure the Landfill was "capped" properly. The DPW Director has requested funds be put aside for maintenance, mowing, inspections and monitoring well installation, along with engineering and survey work. The purpose of this Article is to provide the necessary funding. The Department of Public Works is estimating that this work will cost approximately \$100,000. I am recommending that this funding come from Free Cash.

Article 12 – Repair Fire Alarm at Function Hall/Restaurant Requested Amount: \$60,000

From the Summary in the Warrant: During a recent inspection, it was determined that the current Fire Alarm System at the Function Hall and Restaurant at the Groton Country Club needs to be replaced to provide proper fire protection at these facilities. The purpose of this Article is to provide the necessary funding for this purpose. It is estimated that these repairs will cost \$60,000. I am recommending that this funding come from Free Cash.

Article 13 - Engineering for Complete Streets

From the Summary in the Warrant: The Complete Streets Committee has successfully received over \$750,000 in grant funding from the Commonwealth of Massachusetts under their Complete Streets Program. Some of the projects covered by the funding have been sidewalks on West Main Street and Lowell Road, along with Pedestrian Crossing Devices along Main Street. The Committee is in the process of preparing another Grant Application this Fall. One of the requirements for this program is that the Town has to cover engineering costs for any approved project. The Committee is seeking \$30,000 for this purpose. I am recommending that this funding come from Free Cash.

Article 17 – SCBA Equipment for the Fire Department Requested Amount: \$500,000

From the Summary in the Warrant: Self-contained breathing apparatus (SCBA) is a critical component of the safety gear utilized by Fire Department personnel. The ability to breathe clean air and operate in hazardous atmospheres where smoke, heat, and toxic gases are present and may be the difference between life or death during emergency incidents. The Groton Fire Department has policies and procedures in place requiring SCBA's to be worn by personnel on structure fires, vehicle fires, hazardous materials incidents, and other incidents deemed necessary by company officers. The Town had hoped that this purchase would be covered by a Federal Grant, but the Grant Funding has not been received and the SCBA equipment has reached its useful life and needs to be replaced immediately. The cost of this replacement is approximately \$500,000. I am recommending that these fund be borrowed and paid off over five (5) years.

Article 18 - Squannacook River Dam

Requested Amount: TBD

This Article should be considered a placeholder at this time. Last Fall's Town Meeting appropriated money to study removing or replacing the Squannacook River Dam. Those studies are nearing completion. The Select Board will need to make a determination on whether or not to remove or repair the Dam. Depending on the decision will determine the amount of funding needed. Regardless of the outcome, the Town may need to borrow the funds to complete either option.

Based on these recommendations, if all recommendations are accepted by the Select Board and Finance Committee and Town Meeting approves the Articles, each account will have the following balances:

Account	Beginning <u>Balance</u>	Requested <u>Amount</u>	Final <u>Balance</u>
Levy Capacity	\$ 66,268	\$ 36,894	\$ 29,374
Local Cable Receipts	\$ 41,020	\$ 11,617	\$ 29,403
Anticipated Free Cash	\$ 2,500,000	\$ 1,556,256	\$ 943,744
Stabilization Fund	\$ 2,728,838	\$ -	\$ 2,728,838
Capital Stabilization Fund	\$ 109,199	\$ 900,000	\$ 1,009,199
GDRSD Capital Stabilization Fund	\$ 22,868	\$ 250,000	\$ (227,132)
Stormwater Excess and Deficiency	\$ 142,245	\$ 50,000	\$ 92,245

I look forward to reviewing this with the Select Board and Finance Committee in more detail. In the meantime, please feel free to contact me with any additional questions or concerns.

MWH/rjb

cc:

Patricia DuFresne – Assistant Finance Director/Town Accountant

Megan Foster - Principal Assessor

Michael Harnett – Acting Town Treasurer Melisa Doig – Human Resources Director

Kara Cruikshank

enclosures

FISCAL YEAR 2026 LEVY LIMIT CALCULATION

Revised: 8/5/2025

ı.	TO CALCULATE THE FY 2025 LEVY LIMIT		
Α.	FY 2024 LEVY LIMIT	\$ 36,832,663	
A1.	ADD AMENDED FY 2024 NEW GROWTH	\$ -	
В.	ADD TWO AND ONE HALF PERCENT	\$ 920,817	
C.	ADD FY 2025 NEW GROWTH	\$ 381,883	
D.	ADD FY 2025 OVERRIDE	\$ -	
E.	FY 2025 SUBTOTAL	\$ 38,135,363	\$ 38,135,363 FY 2025 LEVY LIMIT
F.	FY 2025 LEVY CEILING	\$ 68,459,320	
II.	TO CALCULATE THE FY 2026 LEVY LIMIT		
A.	FY 2025 LEVY LIMIT	\$ 38,135,363	
A1.	ADD AMENDED FY 2025 NEW GROWTH	\$ -	
В.	ADD TWO AND ONE HALF PERCENT	\$ 953,384	Increased by \$76,250
C.	ADD FY 2026 NEW GROWTH	\$ 457,500	to the second
D.	ADD FY 2026 OVERRIDE	\$ -	
E.	FY 2026 SUBTOTAL	\$ 39,546,247	\$ 39,546,247 FY 2026 LEVY LIMIT
F.	FY 2026 LEVY CEILING	\$ 68,459,320	

Revised: 8/5/2025

TOWN OF GROTON, MASSACHUSETTS FY 2026 TOTAL TAX LEVY CALCULATION

FY 2026 LEVY LIMIT	\$ 39,546,247
CAPITAL EXCLUSION	\$ -
DEBT EXCLUSION - TOWN	\$ 5,148,723
FY 2026 EXCLUDED BOND REDUCTION	\$ (1,062)
DEBT EXCLUSION - SEWER	\$ -
DEBT EXCLUSION - WATER	\$ <u>-</u>
DEBT EXCLUSION - GDRSD	\$ 110,389
SUB-TOTAL - EXCLUSIONS	\$ 5,258,050
TOTAL TAX LEVY	\$ 44,804,297

TOWN OF GROTON FISCAL YEAR 2026 REVENUE ESTIMATES

	 BUDGETED FY 2025	E	STIMATED FY 2025		CHANGE
PROPERTY TAX REVENUE	\$ 38,052,807	\$	39,546,247	\$	1,493,440
DEBT EXCLUSIONS	\$ 4,773,475	\$	5,258,050	\$	484,575
CHERRY SHEET - STATE AID	\$ 1,152,082	\$	1,182,722	* \$	30,640
UNEXPENDED TAX CAPACITY	\$ 82,556	\$	-	\$	(82,556)
LOCAL RECEIPTS:				Decreas	ed by
General Revenue:				\$9,982	
Motor Vehicle Excise Taxes	\$ 1,820,583	\$	1,886,000	\$	65,417
Meals Tax and Room Occupancy Tax	\$ 400,000	\$	460,000	\$	60,000
Marijuana Revenue	\$ 9,000	\$	15,000	\$	6,000
Penalties & Interest on Taxes	\$ 110,000	\$	110,000	\$	-
Payments in Lieu of Taxes	\$ 395,443	\$	415,156	\$	19,713
Other Charges for Services	\$ 15,000	\$	15,300	\$	300
Fees	\$ 400,000	\$	400,000	\$	-
Rentals	\$ 55,000	\$	58,000	\$	3,000
Library Revenues	\$ -	\$	-	\$	_
Other Departmental Revenue	\$ 854,063	\$	582,372	\$	(271,691)
Licenses and Permits	\$ 429,300	\$	450,000	\$	20,700
Fines and Forfeits	\$ 10,000	\$	10,000	\$	-
Investment Income	\$ 309,744	\$	258,499	\$	(51,245)
Recreation Revenues	\$ 750,000	\$	875,000	\$	125,000
Miscellaneous Recurring	\$ 94,000	\$	94,000	\$	-
Sub-total - General Revenue	\$ 5,652,133	\$	5,629,327	\$	(22,806)
Other Revenue:					
Free Cash	\$ 655,733	\$	658,855	\$	3,122
Capital Stablization Fund for GDRSD	\$ 295,767	\$		\$	(295,767)
Stabilization Fund for Tax Rate Relief	\$ -	\$		\$	-
Capital Asset Stabilization Fund	\$ 683,500	\$	907,985	\$	224,485
EMS/Conservation Fund Receipts Reserve	\$ 350,501	\$	530,614	\$	180,113
Community Preservation Funds	\$ -	\$		- \$	-
Water Department Surplus	\$ -	\$. \$	_
Sewer Department Surplus	\$ _	\$		- \$	_
Insurance Reimbursements	\$ -	\$		- \$	_
Bond Surplus Transfer	\$ _	\$		- \$	1
Local Access Cable Fund	\$ -	\$	130,000	\$	130,000
Sub-total - Other Revenue	\$ 1,985,501	\$	2,227,454	\$	241,953
WATER DEPARTMENT ENTERPRISE	\$ 2,310,266	\$	2,050,485	5 \$	(259,781)
SEWER DEPARTMENT ENTERPRISE	\$ 1,250,475	\$	976,475	5 \$	(274,000)
FOUR CORNER SEWER ENTERPRISE	\$ 98,040	\$	310,812	2 \$	212,772
STORMWATER UTILITY ENTERPRISE	\$ 247,851	\$	249,890	\$	2,040
TOTAL ESTIMATED REVENUE	\$ 55,605,186	\$	57,431,462	2 \$	1,826,276

TOWN OF GROTON FISCAL YEAR 2026 TAX LEVY CALCULATIONS

FY 2026 PROPOSED EXPENDITURES

TOWN MANAGER - Pro	pposed Budget				
General Governmen	t	\$	2,565,835		
Land Use Departmen	nts	\$	549,503		
Protection of Person	s and Property	\$	4,838,346		
Regional School Dist	tricts	\$	29,545,154		
Department of Publi	c Works	\$	2,375,572		
Library and Citizen S	ervices	\$	2,417,283		
Debt Service		\$	5,555,403		
Employee Benefits		\$	4,869,643		
Sub-Total - Operating Bu	udget			\$	52,716,740
A. TOTAL DEPARTMENTAL				\$	52,716,740
B. CAPITAL BUDGET REQ				\$	987,985
C. ENTERPRISE FUND RE				\$	3,373,660
D. COMMUNITY PRESERV	/ATION REQUEST				
OTHER AMOUNTS TO E					
 Amounts certified for 	tax title purposes	\$	-		
Debt and interest cha		\$	-		
Final court judgments		\$	-		
4. Total Overlay deficits		\$	-		
Total cherry sheet offs	sets	\$	32,311		
Revenue deficits		\$	-		
Offset Receipts		\$	-		
Authorized deferral of	Teachers' Pay	\$	-		
Snow and Ice deficit		\$	-		
10. Other		\$	•		
E. TOTAL OTHER AMOUN				\$	32,311
	HERRY SHEET CHARGES			\$	104,498
G. ALLOWANCE FOR ABA	ATEMENTS AND EXEMPTIONS			\$	150,000
TOTAL PROPOSED EXPEN	DITURES			\$	57,365,194
FY 2026 ESTIMATED RECE	IDTE				
TT 2020 LOTHINATED REOL	1113				
ESTIMATED TAX LEVY					
Levy Limit		\$	39,546,247		
Debt Exclusion		\$	5,258,050		
DOD'T EXOLUTION		Ψ	0,200,000		
A. ESTIMATED TAX LEVY				\$	44,804,297
711 LOTH WILD WALLYT				Ψ	44,004,207
B. CHERRY SHEET ESTIM	IATED RECEIPTS			\$	1,182,722
C. LOCAL RECEIPTS NOT				\$	5,629,327
D. OFFSET RECEIPTS				\$	-
E. ENTERPRISE FUNDS				\$	3,587,662
F. COMMUNITY PRESERY	VATION FUNDS			\$	-
G. FREE CASH				\$	658,855
					•
OTHER AVAILABLE FUI	NDS				
1. Stabilization Fund		\$	-		
2. Capital Asset Fund		\$	907,985		
3. GDRSD Capital Ass		\$	-		
4. EMS/Conservation		\$	530,614		
5. Bond Surplus Trans		\$	-		
6. Local Access Cabl		\$	130,000		
			•		
H. OTHER AVAILABLE FU	INDS			\$	1,568,599
					8
TOTAL ESTIMATED RECEI	PTS			\$	57,431,462
FY 2026 SURPLUS/(DEFIC	CIT)			\$	66,268

Revised: 08/14/2025

Warrant, Summary, and Recommendations

TOWN OF GROTON



2025 FALL TOWN MEETING

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

Beginning Saturday, October 18, 2025 @ 9:00 AM

Attention Voters

Please bring this Document to Town Meeting

Introduction to Groton Town Meeting

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

What is Town Meeting?

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

What is a warrant?

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

How does Town Meeting proceed?

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

² ld.

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

Who can attend?

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

How long is Town Meeting?

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

Explanation of a Consent Agenda

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

How Consent Agendas Work

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

Electronic Voting at Town Meeting

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



Voter Check-In

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

Test Vote

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

Proxy Voting Prohibited

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

Voting

When the Moderator announces it is time to vote:

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



Handset Display

The display on the handset:

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

Help Desk

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

Handset Return

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



Town Meeting Access for Voters with Disabilities

Parking – Universally accessible parking spaces are available in the parking lot in front of the Groton Dunstable Marion Stoddart Building. There is a ramp providing access from the parking lot to the front door of the Building.

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

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

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

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

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

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

FALL TOWN MEETING WARRANT OCTOBER 18, 2025

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

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn said inhabitants of the Town of Groton qualified to vote on Town affairs to assemble in the Marion Stoddart Building Auditorium, 344 Main Street, Groton, Massachusetts in said Town on Saturday, the eighteenth day of October, 2025 at Nine O'clock in the morning, to consider the following:

ARTICLE LISTINGS

Article 1*	Prior Year Bills	6
Article 2*	Amend the Fiscal Year 2026 Town Operating Budget	6
Article 3*	Transfer Money Into Capital Stabilization Fund	6
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Article 6*	Transfer Within the Water Enterprise Fund	8
Article 7*	Transfer Within the Sewer Enterprise Fund	8
Article 8*	Transfer Within the Stormwater Enterprise Fund	8
Article 9*	Assessors Quinquennial Certification	9
Article 10*	Repair Fitch's Bridge Head Wall	9
Article 11*	Provide Funding to Maintain the Former Nod Road Landfill	10
Article 12*	Repair Fire Alarm - Function Hall and Restaurant at the Country Club	10
Article 13*	Engineering Funds for Complete Streets Grant Work	11
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Article 15*	Amend FY 2026 Spending Limit for Various Revolving Funds	12
Article 16	Proposed Amendments to the Groton Charter	12
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Article 20	Amend Chapter 161 – Licenses and Permits of the Groton Code	18
Article 21	Prohibit the Use of Second Generation Anticoagulant Rodenticides	21
Article 22	Accept Bluebird Lane as a Town Way	22
	Report of the Town Manager to the 2025 Fall Town Meeting	24

^{*}Will be presented as one motion as a Consent Agenda

Article 1: Prior Year Bills

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

Select Board

Select Board:

Finance Committee:

Summary: Town Meeting approval is required to pay bills from a prior fiscal year. A list of unpaid bills will be provided at Town Meeting. Please see the Town Manager's Report starting on page __ for additional information related to this Article.

Article 2: Amend the Fiscal Year 2026 Town Operating Budget

To see if the Town will vote to amend the Fiscal Year 2026 Operating Budget as adopted under Article 5 of the April 26, 2025 Spring Town Meeting and vote to raise and appropriate and/or transfer from available funds a sum or sums of money as may be necessary to defray the expenses of the Town for Fiscal Year 2026, or to take any other action relative thereto.

Finance Committee Select Board Town Manager

Select Board:

Finance Committee:

Summary: The Fiscal Year 2026 Town Operating Budget was approved at the April 26, 2025 Special Town Meeting. Any changes to this Budget would have to be made prior to setting the tax rate. The purpose of this article is to make any necessary changes to balance the FY 2026 Operating Budget. Please see the Town Manager's Report starting on page __ for additional information related to this Article.

Article 3: Transfer Money Into the Capital Stabilization Fund

To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow, pursuant to any applicable statute, a sum or sums of money to be added to the sum already on deposit in the Capital Stabilization Fund, or to take any other action relative thereto.

Select Board

Select Board:

Finance Committee:

Summary: As of the printing of this Warrant, the Fund has a balance of \$ The financial management goal is to achieve and maintain a balance in the Capital Stabilization Fund equal to 1.5% of the total annual budget. The target amount for the Capital Stabilization Fund will be provided at Town Meeting. Please see the Town Manager's Report starting on page for additional information related to this Article.
Article 4: Transfer Money into the Stabilization Fund
To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow, pursuant to any applicable statute, a sum or sums of money to be added to the sum already on deposit in the Stabilization Fund, or to take any other action relative thereto.
Select Board
Select Board: Finance Committee:
Summary: As of the printing of this Warrant, the balance in this fund is \$_, The financial management goal is to achieve and maintain a balance in the Fund equal to 5% of the total annual budget. The target amount for the Fund will be provided at Town Meeting. Please see the Town Manager's Report starting on page for additional information related to this Article.
Article 5: Transfer Money into the GDRSD Capital Stabilization Fund
To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow, pursuant to any applicable statute, a sum or sums of money to be added to the sum already on deposit in the Town of Groton Capital Stabilization Fund for the Groton Dunstable Regional School District, or to take any other action relative thereto.
Town Manager
Select Board: Finance Committee:
Summary: As of the printing of the Warrant, the balance in this fund is \$, This fund covers the Town of Groton's share of the Groton Dunstable Regional School District Committee's long-range Capital Plan to address its capital needs. The target amount will be provided at Town Meeting. Please see the Town Manager's Report starting on page for additional information related to this Article.

Article 6: Transfer Within the Water Enterprise Fund

To see if the Town will vote to transfer a sum or sums of money from the Water Enterprise Fund Surplus to the Fiscal Year 2026 Water Enterprise Budget, or to take any other action relative thereto.

Board of Water Commissioners

Select Board:

Finance Committee:

Summary: This Article will seek a transfer from the Water Enterprise Fund Surplus to the Fiscal Year 2026 Water Department's General Expense Budget to cover unanticipated expenses. Please see the Town Manager's Report starting on page __ for additional information related to this Article.

Article 7: Transfer Within the Center Sewer Enterprise Fund

To see if the Town will vote to transfer a sum or sums of money from the Center Sewer Enterprise Fund Surplus to the Fiscal Year 2026 Center Sewer Enterprise Department Budget, or to take any other action relative thereto.

Board of Sewer Commissioners

Select Board:

Finance Committee:

Summary: This article allows the Sewer Department to transfer money from its surplus account to cover any deficit in the Fiscal Year 2026 Center Sewer Budget. Please see the Town Manager's Report starting on page __ for additional information related to this Article.

Article 8: Transfer Within the Stormwater Enterprise Fund

To see if the Town will vote to transfer a sum or sums of money from the Stormwater Enterprise Fund Surplus to the to the Fiscal Year 2026 Stormwater Enterprise Budget, or to take any other action relative thereto.

Town Manager

Select Board:

Finance Committee:

Summary: This article allows the Stormwater Department to transfer money from its surplus account to cover any deficit in the Fiscal Year 2026 Stormwater Budget. Please see the Town Manager's Report starting on page __ for additional information related to this Article.

Article 9: Assessors Quinquennial Certification

To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum or sums of money, to be expended by the Town Manager, for the purpose of completing the five-year full certification program necessary to achieve full and fair cash value in accordance with the requirements of G.L. c. 40, § 56 and c. 58, §§1, 1A and 3 and the Massachusetts Department of Revenue, or to take any other action relative thereto.

Board of Assessors

Select Board:

Finance Committee:

Summary: Assessors in every city and town are responsible for developing a Revaluation program to completely analyze and revalue all property within its borders every year. Revaluation annually, is required under Massachusetts law and is regulated by the Massachusetts Department of Revenue's Bureau of Local Assessment (BLA). The rationale for revaluation is to always maintain property at fair market or fair cash value to ensure equity for all classes of property. Every fifth year the Massachusetts Department of Revenue requires a full certification with BLA oversight. The Assessors are seeking \$30,000 to cover the cost for appraisal services of Real Property to be conducted by Vision Government Solutions.

Article 10: Repairs to Fitch's Bridge Head Wall

To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow, pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager, to repair the head wall at Fitch's Bridge, and all costs associated and related thereto, or to take any other action relative thereto.

Town Manager

Select Board:

Finance Committee:

Summary: The head wall that supports the bridge abutment for Fitch's Bridge is collapsing and needs to be repaired. The Department of Public Works will oversee the repairs of this head wall in compliance with Massachusetts State Law with regards to procurement. This Article will authorize the funding for this repair. Please see the Town Manager's Report starting on page __ for additional information related to this Article.

Article 11: Provide Funding to Maintain the Former Nod Road Landfill

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow, pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager to maintain the former Nod Road Landfill in compliance with Massachusetts Department of Environmental Protection requirements, and all costs associated and related thereto, or to take any other action relative thereto.

Town Manager
Department of Public Works Director

Select Board: Finance Committee:

Summary: Recently the Department of Environmental Protection (DEP) inspected the former Nod Road Landfill and has required the Town to begin mowing the Landfill. DEP is requesting that the Town conduct a third party inspection to ensure the Landfill was "capped" properly. The DPW Director has requested funds be put aside for maintenance, mowing, inspections and monitoring well installation, along with engineering and survey work. The purpose of this Article is to provide the necessary funding. Please see the Town Manager's Report starting on page __ for additional information related to this Article.

Article 12: Repair Fire Alarm - Function Hall and Restaurant at the Country Club

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow, pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager to repair and/or replace the Fire Alarm System at the Function Hall and Restaurant at the Groton Country Club, and all costs associated and related thereto, or to take any other action relative thereto.

Town Manager

Select Board: Finance Committee:

Summary: During a recent inspection, it was determined that the current Fire Alarm System at the Functional Hall and Restaurant at the Groton Country Club needs to be replaced to provide proper fire protection at these facilities. The purpose of this Article is to provide the necessary funding for this purpose. Please see the Town Manager's Report starting on page __ for additional information related to this Article.

Article 13: Engineering Funds for Complete Streets Grant Work

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager, for the purpose of paying engineering costs, and other related costs, for work associated with successfully receiving grant funding from the Commonwealth under the Complete Streets Grant Program, or to take any other action relative thereto.

Complete Streets Committee

Select	Board:
Financ	e Committee

Summary: The Complete Streets Committee has successfully received over \$750,000 in grant funding from the Commonwealth of Massachusetts under their Complete Streets Program. Some of the projects covered by the funding have been sidewalks on West Main Street and Lowell Road, along with Pedestrian Crossing Devices along Main Street. The Committee is in the process of preparing another Grant Application this Fall. One of the requirements for this program is that the Town has to cover engineering costs for any approved project. The Committee is seeking \$30,000 for this purpose.

Article 14: Debt Service for Middle School Track

To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum or sums of money, pursuant to Chapter 44B, Section 5, of the Massachusetts General Laws, for debt service for Fiscal Year 2026 for the Middle School Track Project, as authorized under Article 7 of the May 1, 2021 Spring Town Meeting, or to take any other action relative thereto.

Community Preservation Committee

Select Board: Finance Com	
Project. Artic	This Article appropriates the debt service payment for the Middle School Tracker of the May 21, 2021 Spring Town Meeting appropriated \$1,405,374 for the project ty Preservation Committee will pay an additional \$ in debt service (\$ ayment and \$ in interest payment). The entire amount will come from the eserve.

Article 15: Establishing Limits for Various Revolving Funds

To see if the Town will vote, pursuant to the provisions of G.L. c. 44 sec 53E½ and the Revolving Fund Bylaw, to amend the Revolving Fund Bylaw by increasing the FY 2026 Spending limit of the Home Recycling Equipment Revolving Fund and the Senior Center Fitness Equipment Revolving Fund from \$10,000 to \$25,000, or to take any other action relative thereto.

Town Manager

Select Board:

Finance Committee:

Summary: This Article authorizes increasing the FY 2026 Spending Limit of the Home Recycling Equipment Revolving Fund and SR. Center Fitness Equipment to \$25,000.

Article 16: Proposed Amendments to the Groton Charter

To see if the Town will vote to authorize the Select Board to petition the General Court of the Commonwealth of Massachusetts for a special act to amend the Town Charter as set forth in Appendix C of this Warrant, provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments thereto before enactment by the General Court, which amendments shall be within the public purposes of said petition, or to take any other action relative thereto.

Charter Review Committee

Select Board:
Finance Committee:
Charter Review Committee:

Summary: This Article seeks reconsideration of proposed amendments to the Town of Groton Charter that were previously brought before the Spring 2025 Town Meeting and narrowly defeated by a margin of three votes. The proposed amendments were developed through a public process and are intended to improve clarity, efficiency, and governance within the Charter. Due to the close vote and continued public interest, these amendments are being presented again for further discussion and vote at this Town Meeting, with some slight changes. Approval of the article would authorize the submission of the revised Charter to the Legislature for enactment. The proposed changes are shown in Appendix A of this Warrant beginning on page ___.

Article 17: Replace Self Contained Breathing Apparatus for the Fire Department

To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager, to purchase and replace the Self-Contained Breathing Apparatus of the Fire Department and all costs associated and related thereto, or to take any other action relative thereto.

Town Manager

Select Board:

Finance Committee:

Summary: Self-contained breathing apparatus (SCBA) is a critical component of the safety gear utilized by Fire Department personnel. The ability to breathe clean air and operate in hazardous atmospheres where smoke, heat, and toxic gases are present and may be the difference between life or death during emergency incidents. The Groton Fire Department has policies and procedures in place requiring SCBA's to be worn by personnel on structure fires, vehicle fires, hazardous materials incidents, and other incidents deemed necessary by company officers. The Town had hoped that this purchase would be covered by a Federal Grant, but the Grant Funding has not been received and the SCBA equipment has reached its useful life and needs to be replaced immediately. The cost of this replacement is approximately \$500,000. The Town Manager is recommending that these funds be borrowed and paid off over five (5) years.

Article 18: Squannacook River Dam

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow, pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager, to hire the necessary professionals to (remove) (repair) the Squannacook River Dam, and all costs associated thereto, or to take any other action relative thereto.

Select Board

Select Board:

Finance Committee:

Summary: The 2024 Fall Town Meeting appropriated funding for the Select Board to hire engineering firms to determine the future of the Squannacook River Dam. Both the repair and the removal were studied extensively. Based on the engineers reports, the Select Board has determined that the best course of action is to (repair) (remove) the Dam. This Article provides the necessary funding to complete the recommended action.

Article 19: Chapter 202 of the General Bylaws - "Transient Merchants"

To see if the Town will vote to amend the General Bylaws of the Town of Groton by adding a new Chapter 202 entitled "Transient Merchants" as follows:

Chapter 202 TRANSIENT MERCHANTS

§ 202-1. Definitions.

§ 202-3. Exceptions.

§ 202-5. Investigation of applicant.

§ 202-7. Time limit for operations.

§ 202-9. Revocation of permit; appeals.

§ 202-11. Severability.

§ 202-2. Permit required.

§ 202-4. Application for permit.

§ 202-6. Permit requirements.

§ 202-8. No Solicitation List.

§ 202-10. Violations and penalties.

§ 202-1 Definitions

For the purpose of this bylaw, the following terms shall have the meanings indicated below:

PEDDLER — Any person who sells and makes immediate delivery of, or offers for sale and immediate delivery of, any goods, wares or merchandise, in possession of the seller, at any place within the Town of Groton other than from a fixed place of business.

PERSON — Includes the singular and the plural and shall also mean and include any person, firm or corporation, association, club, partnership or society, or any other organization.

SOLICITOR — Any person who sells or takes orders or offers to sell or take orders for goods, wares, or merchandise for future delivery, or for services to be performed, at any place within the Town of Groton other than a fixed place of business.

TRANSIENT MERCHANT — Any person, firm, or corporation, whether as owner, agent, or employee, whether a resident of the Town or not, who engages in or transacts any temporary business within the Town, either in one location or by moving from one place to another, selling or buying goods, wares, merchandise, or services, or who solicits for orders, sales, subscriptions or business of any kind, or who solicits for information or donations and shall include all peddlers, canvassers and solicitors.

§ 202-2 Permit Required.

Every person intending to engage in soliciting or canvassing door-to-door as a transient merchant in the Town of Groton must apply for a permit with the Chief of Police at least 14 business days in advance by filing an application form with the Chief of Police for a permit.

§ 202-3 Exceptions

This bylaw shall not apply to:

- A. Persons, firms or corporations selling services, goods, wares, merchandise or materials at wholesale to dealers in such articles.
- B. Newspaper delivery.
- C. Persons vending and delivering goods, wares, or merchandise to regular customers on established routes in the regular course of business.
- D. Sales in private residences of the owner's household goods and belongings.
- E. Any activity for religious, political, or public policy purposes or other noncommercial purposes, regardless of whether such activity includes acts that would otherwise constitute soliciting or canvassing.
- F. Governmental officers or employees of the Town, county, state or federal government, or any subdivision thereof, when on official business.
- G. Insurance companies authorized to do business in Massachusetts.
- H. Individual registration shall not be required for minors under the age of 18 except in connection with canvassing or soliciting on behalf of a profit organization, newspaper carriers excepted.

§ 202-4 Application for Permit

- A. Each applicant hereunder shall obtain from and file with the Police Department an application for a transient merchant permit and accompany said application with an investigation fee to cover the cost of investigating the applicant in an amount set from time to time by the Town Manager.
- B. The written application shall contain the required information:
 - (1) Applicant name, permanent address and telephone number, and temporary address if any.
 - (2) Applicant date of birth.
 - (3) Applicant height, weight, color of hair and eyes.
 - (4) Make, model and registration number and owner of any vehicle to be used by the applicant while soliciting or canvassing.
 - (5) Period of time for which the permit is needed.
 - (6) Brief description of nature of business and goods to be sold.
 - (7) Name, address and telephone number of the person or organization whom the applicant represents and the length of time the applicant has been associated with or employed by that person or organization.
- C. A permit fee structure shall be issued for one day, one week, one month, or one year. The fees for each duration shall be set from time to time by the Town Manager. One-year duration permits will be prorated from the set fee if not obtained in the month of January.

§ 202-5 Investigation of Applicant; Issuance or Denial of Permit

- A. Upon receipt of each such application, the Police Department shall initiate an investigation of the applicant as the Department deems necessary for the protection of the public good, subject to all applicable legal requirements, including authorized criminal history background checks.
- B. The Chief of Police, or in their absence, the Chief's designee, shall endorse their approval or disapproval upon said application within seven business days after it has been filed with said Department.
- C. The Police Chief or their designee shall refuse to register an organization or individual whose registration has been revoked for violation of this bylaw within the previous two-year period, or who has been convicted of murder/manslaughter, rape, robbery, arson, burglary/breaking and entering, assault, larceny, as such persons pose a substantial degree of danger to minors and other persons vulnerable to becoming victims of the violent crimes so listed. The Police Chief or their designee shall also refuse to register a person who is a sex offender required to register with the Sex Offenders Registry Board and who is finally classified as Level 2 or Level 3 sex offender, as such persons have been found to have a moderate to high risk of re-offense and pose a substantial degree of danger to minors and other persons vulnerable to becoming victims of sex crimes.

§ 202-6 Permit Requirements

- A. Permits shall be issued, or denied, by the Chief no later than five business days after the application therefor is made in writing to the Police Department.
- B. All permits shall clearly indicate the dates of issuance and expiration and the name and address of the permittee.
- C. All permits issued under this bylaw are personal; they shall not be transferable. Any holder who allows a permit to be used by any other person shall be guilty of a violation of this bylaw.
- D. Permittees under this bylaw shall carry their permit with them while engaged in permitted activities and must have such permit clearly visible while soliciting in the Town of Groton.
- E. Annual permits shall expire on December 31 of the year issued.
- F. Ice creams trucks are required to print and post a 8 1/2 x 11 color copy of the permit with photograph of operator in the window of vehicle, clearly visible to patrons.

§ 202-7 Time Limit for Operation

No permittee under this bylaw shall sell, peddle, or solicit between the hours of 7:00 p.m. and 9:00 a.m. or on Sundays and legal holidays, unless invited to do so by the owner or occupant of any private residence in the Town.

§ 202-8 No Solicitation List

A No Solicitation List shall be established and maintained by the Groton Police Department to prohibit the practice of going in or upon the private property or residence of such owner or occupant by transient merchants as defined. Residents may submit their property for inclusion on the list without charge. Upon approval of the issuance of a license as provided herein, each such licensed entity or individual shall be provided with a copy of the No Solicitation List and may not solicit or canvass such property.

§ 202-9 Revocation of Permit; Appeals

- A. Permits issued under this bylaw may be revoked by the Chief of Police for any of the following causes:
 - (1) Fraud, misrepresentation, or false statements contained in the application for a permit.
 - (2) Fraud, misrepresentation, or false statements in the course of carrying on his business or transient merchant.
 - (3) Any violation of this bylaw.
 - (4) Commission or conviction of a felony.
 - (5) Commission or conviction of any crime or misdemeanor of moral turpitude.
 - (6) Conducting the business of soliciting, or of canvassing, in a threatening, abusive or illegal fashion so as to constitute a menace to the health, safety, or general welfare of the public.
- B. Notice of the revocation of the permit shall be given in writing, setting forth the grounds of complaint and the opportunity to appeal the decision of revocation. Such notice shall be made in person or mailed to the permittee at their last known address, or at an address contained in the application for a permit.
- C. Any person who is denied a permit or whose permit has been revoked may appeal by filing a written notice of appeal with the Town Manager. Such appeal must be filed within five days after receipt of the notice of denial or revocation. The Town Manager shall hear the appeal within one week of the written notice of appeal, provided, however, that if the Town Manager fails to make a determination within 30 days after the filing of the appeal, the registration shall be deemed granted or reinstated as the case may be.

§ 202-10 Violations and Penalties

Any person, firm, or corporation violating any provisions of this bylaw shall be fined not more than \$300 for each offense, except as otherwise provided herein; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

§ 202-11 Severability

Invalidity of any individual provision of this bylaw shall not affect the validity of the bylaw as a whole.

or to take any other action relative thereto.

Town Manager Police Chief

Select Board:

Finance Committee:

Summary: The Transient Vendor Bylaw will establish a process for Solicitors and other Transient Vendors to obtain a permit from the town. The application process will include the following: a review of the background of the vendor and suitability of the applicant. This permit will establish working hours for vendors to solicit door to door and will probit door to door solicitation from 7PM - 9AM, and exclude soliciting on Sunday and holidays. The bylaw will also establish a "No Solicitation List." This will prohibit soliciting for any properties that are on the list, and solicitors will not be allowed to go in or on the private property or residence of such person(s) who are on the list. Residents may request to be placed on the "No Solicitation List" at any time. The bylaw establishes penalties for those who solicit in violation of the bylaw.

Article 20: Amend Chapter 161 – Licenses and Permits of the Groton Code

To see if the Town will vote to amend Chapter 161 "Licenses and Permits" of the of the General Bylaws of the Town by adding a New Article 2 entitled "Criminal History Background Checks" as follows:

Chapter 161. Licenses and Permits

Article 2. Criminal History Background Checks

§161-2 Purpose and Authority

- A. In order to protect the health, safety, and welfare of the inhabitants of the Town of Groton, and as authorized by MGL c. 6, § 172B 1/2, this bylaw shall require:
 - (1) Applicants for a license listed in §161-3 below to submit to fingerprinting by the Groton Police Department;
 - (2) The Police Department to arrange for the conduct of fingerprint-based criminal record background checks; and
 - (3) The Town to consider the results of such background checks in determining whether to grant such a license.

B. The Town authorizes the Massachusetts State Police, the Massachusetts Department of Criminal Justice Information Systems (DCJIS), and the Federal Bureau of Investigation (FBI), as may be applicable, to conduct on the behalf of the Town and its Police Department fingerprint-based state and national criminal history records checks, including FBI records, consistent with this bylaw. The Town authorizes the Police Department to receive and utilize state and FBI records in connection with such background checks, consistent with this bylaw. The Town shall not disseminate criminal record information received from the state or FBI to unauthorized persons or entities.

§161-3 Licenses Subject to Fingerprinting

Any applicant for a license to engage in any of the following occupational activities shall have a full set of fingerprints taken by the Police Department for the purpose of conducting a state and national fingerprint-based criminal history records check:

- A. Manager of alcoholic beverage license.
- B. Hawkers, peddlers, and solicitors.
- C. Ice cream truck vendor.
- D. Junk dealers.
- E. Owner or operator of a public conveyance.

§161-4 Police Department Procedure

- A. The Police Department will forward the full set of fingerprints obtained pursuant to this bylaw either electronically or manually to the State Identification Section of the Massachusetts State Police.
- B. The Police Department shall provide the applicant with a copy of the results of his or her fingerprint based criminal background check and supply the applicant with opportunity to complete, or challenge the accuracy of, the information contained in it, including the state and FBI identification record. Any applicant that wishes to challenge the accuracy or completeness of the record shall be advised that the procedures to change, correct, or update the record are set forth in 28 CFR 16.34 and any applicable DCJIS policy.
- C. The Police Department shall communicate the results of fingerprint-based criminal history records check to the applicable Town licensing authority (the "licensing authority"). The Police Department shall in addition render to the licensing authority its evaluation of the applicant's suitability for the proposed occupational activity based on the results of the criminal records background check and any other relevant information known to it. In rendering its evaluation, the Police Department shall indicate whether the applicant has been convicted of, or is under pending indictment for, a crime that bears upon his or her suitability for the proposed occupational activity, or any felony or misdemeanor that involved force or threat of force, controlled substances, or a sex-related offense.

§161-5 Reliance by Licensing Authority on Results of Background Check.

A. The licensing authority shall utilize the results of any fingerprint-based criminal records background check performed pursuant to this bylaw for the sole purpose of determining the applicant's suitability for the proposed occupational activity. The licensing authority may deny an application for any license specified herein, including renewals and transfers

- thereof, if it determines that the results of the fingerprint-based criminal records background check render the applicant unsuitable for the proposed occupational activity.
- B. No application shall be denied on the basis of information contained in a criminal record until the applicant has been afforded a reasonable time, as determined by the licensing authority, to correct or complete the information, or has declined to do so.

§161-6 Policies and Procedures

The Police Department, subject to the approval of the Town Manager, will develop and maintain written policies and procedures for its licensing-related criminal record background check system.

§161-7 Fees

Each applicant for a license listed in §161-3 shall pay a fee as set from time to time by the Town Manager.

or to take any other action relative thereto.

Town Manager Police Chief

Select Board:

Finance Committee:

Summary: The amendment will authorize the Town to require a fingerprint- based criminal background check of applicants of certain licenses to protect the safety of the inhabitants of the Town of Groton. The amendment will require those who apply the following licenses: Manager of alcoholic beverage license; Hawkers, peddlers, and solicitors; ice cream truck vendor; owner or operator of a public conveyance. The licensing authority shall utilize the results of any fingerprint-based criminal records background check for the sole purpose of determining applicant's suitability for the proposed occupational activity.

Article 21: Prohibit the Use of Second Generation Anticoagulant Rodenticides

An Act Authorizing the Town of Groton To Prohibit the Use of Second Generation Anticoagulant Rodenticides

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding chapter 132B of the General Laws or any other general or special law to the contrary, the town of Groton may regulate through local bylaw or board of health regulation or ordinance the use of second generation anticoagulant rodenticides within the town of Groton, including prohibiting the use of such pesticides by licensed commercial applicators as defined in 333 C.M.R. 10.00.

SECTION 2. This act shall take effect upon its passage.

or to take any other action relative thereto.

Select Board

Select Board: Finance Committee:	
Summary:	

Article 22: Accept Bluebird Lane as a Town Way

To see if the Town will vote to accept Bluebird Lane as a public way, as recommended by the Planning Board and laid out by the Select Board and as shown on a plan entitled "Bluebird Lane Street Acceptance Plan, Groton, Massachusetts" Owned by R.D. Kanniard Homes, Ayer, MA, prepared by Dillis & Roy, Civil Design Group, dated May 15, 2025, and on file with the Town Clerk; to authorize the Select Board to acquire, by gift, purchase or eminent domain such land and easements for the creation, maintenance and operation of a public way, including but not limited to easements for access, grading, drainage, sloping, construction and utilities, in all or any portions of such way and the parcels on such way, or to take any other action relative thereto.

Se	le	ct	Во	aı	ď
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Select Board: Finance Committee:		
Summary:	To accept Bluebird Lane as a public way.	

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

Given under our hands this 29^{th} Day of September in the year of our Lord Two Thousand Twenty-Five.

<u>Matthew F. Pisani</u> Matthew F. Pisani, Chair

Rebecca H. Pine
Rebecca H. Pine, Vice Chair

<u>Alison S. Manugian</u> Alison S. Manugian, Clerk

John F. Reilly
John F. Reilly, Member

<u>Peter S. Cunningham</u> Peter S. Cunningham, Member

OFFICERS RETURN Groton, Middlesex

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

REPORT OF THE TOWN MANAGER TO THE 2025 FALL TOWN MEETING

Respectfully submitted,

Mark W. Haddad

Mark W. Haddad Town Manager Town of Groton Select Board 173 Main Street Groton, MA 01450

PRSRT STD
U.S. Postage
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Groton, MA 01450
PERMIT #3

RESIDENTIAL POSTAL PATRON GROTON, MA

Inter-Municipal Agreement Regarding Use and Expenditure of Certain Opioid Abatement Funds

THIS AGREEMENT dated as of this	day of	, 2025 ("the
Agreement") is entered into by and between the	e municipalities of C	broton, Ayer, Harvard, Bolton,
Littleton, Shirley and Pepperell, Massachusetts	, (individually referr	ed to as a "Municipality" and
collectively, "the Municipalities") and [Name of	of Host Municipality	in its capacity as "Host
Agent" of "the Collaborative" as those terms at	e defined herein;	

WHEREAS, M.G.L. c. 40, s. 4A, as amended, authorizes the chief executive officer of a city or town to enter into agreements with one or more municipalities and other governmental units to jointly perform services and share costs which any one of them is authorized to perform;

WHEREAS, each of the Municipalities is participating in certain statewide opioid settlements ("Statewide Opioid Settlements") reached between the Massachusetts Attorney General and opioid industry participants ("Defendants"), pursuant to which they are directly receiving Global Settlement Abatement Funds ("Abatement Funds").

WHEREAS, under the terms of the Statewide Opioid Settlements, related agreements signed by participating subdivisions and judgments entered by the Suffolk Superior Court against the Defendants, those Abatement Funds must be expended on <u>abatement strategies</u> developed with input from public health experts, municipal leaders, and families affected by the opioid crisis;

WHEREAS, the Municipalities believe that undertaking these abatement strategies collaboratively will optimize the impact of the Abatement Funds across their geographic region and, accordingly, appropriately serve the public health needs of their residents;

WHEREAS, each Municipality has obtained authority to enter into this Agreement pursuant to M.G.L. c.40, s. 4A. The Municipalities have duly obtained authorization for this Agreement by vote of their Select Boards as reflected by copies thereof contained in Appendix A.

WHEREAS, each Municipality will, for the duration of its participation in this Agreement, annually seek to appropriate its allocated share of the costs and fees of the Program described herein.

NOW THEREFORE, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, the Municipalities agree as follows:

1. <u>Collaborative</u>. There is hereby established a collaborative of the Municipalities ("the Collaborative") known as *The Nashoba Opioid Abatement Collaborative (NOAC)*. The Collaborative, acting by and through an advisory board ("Advisory Board"), will coordinate, manage, and direct the activities of the parties with respect to this Agreement. The purpose of the Collaborative is to: (a) design a program by which to expend Abatement Funds received by the Municipalities ("Program"), subject to the requirements set forth in <u>State-Subdivision Agreement</u> and in a manner intended to optimize their impact and serve the public health needs of the

Municipalities; (b) prepare a Program budget which, without limitation, allocates to each municipality an annual pro rata share of the total cost of the Program. Each municipality's annual pro rata share is guaranteed not to exceed the annual amount of Abatement Funds received by a given municipality unless said amount is voluntarily supplemented by gifts, grants or an appropriation, but there is no requirement that any municipality appropriate any municipal funds other than its annual share of Abatement Funds (or in the case of the Town of Harvard 50% of its Abatement Funds).

and (c) execute the Program subsequent to the duly authorized appropriation by each of the Municipalities. A supermajority vote of two-thirds (2/3) of the voting members of the Advisory Board shall be required to approve the annual Program budget.

- 2. Host Agent. During the term of this Agreement, [Name of Host Municipality] ("Host Agent") shall manage the administrative obligations of the Program through its Director of Public Health if there is not a Director we can try for an alternative position]. The Host Agent, in collaboration and consultation with the Advisory Board, shall work to implement the Program. The Host Agent shall, each year, appropriate the entire cost of the Program and collect reimbursement from the Municipalities for the Program. The Host Agent shall maintain accurate and comprehensive records of the Program services performed, costs incurred, and reimbursements and contributions received; perform regular audits of such records; issue financial statements to the Municipalities at least annually; and submit required reporting to EOHHS. The Host Agent may also act for the Collaborative with respect to all grant applications submitted and gifts and grants received collectively by the Municipalities and maintain any gifts or grant funds in accordance with applicable law. The Advisory Board must approve any and all grants or grant applications submitted by the Collaborative. The Host Agent shall act as the Municipalities' purchasing agent for all contracts duly authorized by the Advisory Board, established pursuant to Section 3 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board, to the extent required. Subject to approval of the Advisory Board, the Host Agent may include in the annual Program budget a reasonable administrative fee for its work as Host Agent.
- 3. <u>Advisory Board</u>. There shall be an Advisory Board convened at least semi-annually by the Host Agent.
 - a. <u>Composition:</u> Two members appointed by each Municipality: one full voting member and an associate member who may vote only when the full member is not in attendance.
 - b. <u>Voting:</u> Each participating municipality shall be entitled to one vote on the Advisory Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
 - c. Quorum: A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
 - d. Meetings: All meetings shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25.
 - e. Roles and Responsibilities of the Advisory Board:

- 1. Select a Chair and Co-Chair of the Advisory Board and any other positions the Board deems necessary.
- 2. Review reports and recommendations from the Municipalities and available assessments;
- 3. Develop, approve and amend the annual Program and Program budget, as necessary;
- 4. Review and approve all proposals, contracts and grant applications sought by the Collaborative;
- 5. Review and approve all hiring proposals by the Host Agent, including any proposals to hire a Program Manager;
- 6. Approve sustainability plan outlined by contractor;
- 7. Adopt policies and regulations, as needed;
- 8. Review the Programs' financial status;
- 9. Ensure compliance with the State-Subdivision Agreement, including applicable annual reporting requirements.
- 4. <u>Commitment to Collaboration</u>. Each Municipality shall direct its agents and employees to work in good faith to support the objectives of this Agreement, to appoint members to the Advisory Board in accordance with paragraph 3 herein, and to participate in the Advisory Board meetings.
- 5. Payment and Funding. Municipalities agree to use best efforts to appropriate opioid abatement funds and related gifts or grants for the Program each fiscal year as a member of the Collaborative. Further, the Municipalities agree to promptly pay any invoices from the Host Agent for Program costs. If a Municipality fails to appropriate opioid abatement funds and related gifts or grants for the Program prior to the start of the applicable fiscal year, the Advisory Board shall modify the Program budget accordingly and suspend the Municipality from participating in the Program for that fiscal year.
- 6. Term and Termination. This Agreement shall commence on the Effective Date and shall expire when the Abatement Funds are no longer available, or when terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
- 7. **Removal**. A Municipality may be removed from the Collaborative or forced to withdraw pursuant to the terms of paragraph 12 by a vote of a two-thirds majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose. The Advisory Board, by majority vote of the remaining members may equitably allocate back to a removed/withdrawing Municipality any unspent appropriated funds received from a removed/withdrawing Municipality subject to an allocation of costs and expenses.
- 8. <u>Employees</u>. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not

Collaborative employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current municipal job duties at all times and remain an employee of the employee's municipality for insurance coverage purposes. Said municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

- 9. <u>Indemnification & Insurance</u>. Pursuant to MGL c. 40, s. 4A, each party shall be liable only for the acts and omissions of its own employees and not for the employees of any other municipality or agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, the Municipalities have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.
- 10. If liability insurance coverage is needed the Collaborative shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, \$3,000,000 aggregate, protecting the Municipalities against any and all claims for bodily injury, death or property damage arising directly or indirectly out of the services provided under this Agreement
- 11. <u>Additional Members</u>. The Municipalities can add additional municipalities to this Agreement, following a duly authorized request, upon a two-thirds vote of the Advisory Board and amendment of this Agreement in accordance with Section 15 herein.
- 12. Withdrawal. Any Municipality other than the Host Agent, by a vote of its respective authorizing Executive Authority may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Advisory Board. Upon such withdrawal, the Host Agent shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. By a vote of its Executive Authority, the Host Agent may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities, and a new Host Agent shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Host Agent shall transfer all records and funds held pursuant to this Agreement to the new Host Agent as designated by the Advisory Board and pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members may equitably allocate back to a withdrawing Municipality any unspent appropriated funds received from a withdrawing Municipality subject to an allocation of costs and expenses. Advisory Board, by vote of the remaining members, has the authority to reallocate

funding that would have been allocated to the Municipality that has left the Agreement.

- 13. <u>Conflict Resolution</u>. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise in connection with this Agreement.
- 14. <u>Assignment</u>. None of the Municipalities 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 all of the other Municipalities.
- 15. <u>Amendment</u>. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' <u>Chief Executive Officer/Appointing Authority</u>.
- 16. Severability. If any provision of this Agreement is held by a court of competent 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.
- 17. **Governing Law**. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- 18. <u>Headings</u>. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
- 19. **Non-Discrimination**. Neither the Collaborative nor any of the municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
- 20. <u>Notices</u>. Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of:	(contact name)
	(email)
	(phone)
	(address)

Town of:	(contact name) (email) (phone) (address)
Town of:	(contact name) (email) (phone) (address)
Town of:	(contact name) (email) (phone) (address)
Town of:	(contact name) (email) (phone) (address)

- 21. <u>Complete Agreement</u>. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.
- 22. <u>Counterparts.</u> This Agreement may be executed in counterparts by each Municipality and so executed shall constitute one complete Agreement.

WITNESS OUR HANDS AND SEALS as of the first date written above. Town of Ayer Select Board Date Town of Bolton Select Board Date Town of Littleton Select Board Date Town of Shirley Select Board Date

Date

Town of Pepperell Select Board

SELECT BOARD MEETING MINUTES MONDAY, AUGUST 11, 2025 UN-APPROVED

Select Board Members Present: Matt Pisani, Chair; John Reilly; Becky Pine, Vice Chair; Peter Cunningham; Alison Manugian, Clerk;

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Melisa Doig, Human Resource Director; Bud Robertson, Finance Committee Chair; Charlotte Steeves, Conservation Administrator; Fran Stanley and Nancy Pierce, Assistant Town Clerk's; Nancy Amari, Payroll Coordinator; Michael Hartnett, Assistant Treasurer/Tax Collector; Tom Orcutt, Water Superintendent; Arthur Cheeks, Groton Fire Chief; Megan Foster, Principal Assessor; Ashley Doucette, Groton Channel Director; Jared Laliberte and Grace Bannasch, Town Clerk applicants; Jamie McDonald, David Manugian, Michael O'Rourke, and Thomas Naughton, Capital Planning Advisory Committee Members.

Chair Pisani called the meeting to order at 5:00 p.m. and reviewed the agenda.

ANNOUNCEMENTS

Ms. Pine asked if there were any applicants for the vacancies on the Charter Review Committee and the Capital Planning Advisory Committee. Mr. Haddad replied that no applications had been received. Ms. Pine then announced to the public that there is one vacancy on each of the committees.

INTERVIEW APPLICANTS FOR TOWN CLERK- JARED LALIBERTE AND GRACE BANNASCH

Mr. Haddad explained that he had formed a Screening Committee to interview several candidates for the position of Town Clerk. The Screening Committee consisted of Mr. Haddad, Ms. Melisa Doig, Ms. Raquel Majeski, Mr. John Amaral, and Mr. Jason Kauppi. Mr. Haddad stated that the Town Manager is required to present at least two qualified candidates to the Select Board pursuant to the Charter. He was pleased to introduce Mr. Jared Laliberte and Ms. Grace Bannasch to the Board.

Jared Laliberte

Mr. Jared Laliberte attended the interview for the Town Clerk position at 5:00 p.m. Mr. Laliberte is currently the Town Clerk for the Town of Swampscott. Mr. Cunningham asked Mr. Laliberte what was appealing to him about Groton. Mr. Laliberte expressed his appreciation for the numerous updates and improvements Groton has made. He said that it is a well-managed town. The Select Board posed several questions to Mr. Laliberte, and he inquired about what makes Groton unique and what the Board would like to see in their Town Clerk. The Board unanimously agreed that attention to detail was an important quality for the position.

Mr. Haddad informed Mr. Laliberte that he would hear from Ms. Doig, the Human Resources Director, that evening regarding the decision. He also thanked him for his time.

Grace Bannasch

Grace Bannasch was the next applicant to be interviewed at 5:30 p.m. Currently, she serves as the Town Clerk for the Town of Shutesbury. Mr. Cunningham asked Ms. Bannasch why she believed Groton would be a good fit for her. Ms. Bannasch responded that she had researched the Town of Groton online and found it to be similar to Shutesbury. She noted that Groton is a beautiful town with many resources that she doesn't currently have. She expressed that she was ready to start working full-time and advance her career. She said that there are many appealing aspects of the town for her. The Select Board asked Ms. Bannasch several questions. Ms. Bannasch then inquired about the priorities for the next Town Clerk. Ms. Pine responded that the town has high standards and values attention to detail.

Mr. Haddad informed Ms. Bannasch that she would hear from Ms. Doig, the Human Resources Director, that evening about the decision. He also thanked her for her time.

PUBLIC COMMENT PERIOD

None

TOWN MANAGER'S REPORT

1. Consider Approving Amendment to Intermunicipal Agreement (IMA) Between the Towns of Groton, Dunstable, and Pepperell.

Mr. Haddad stated that, as previously discussed with the Board and reviewed at the regional meeting with Dunstable and Pepperell officials, he provided them with the proposed amendment to the IMA between Groton, Dunstable, and Pepperell for Phase II of the Water System Expansion. He explained that this would allow the immediate installation of a water main from the Jersey Street Well in Pepperell to North Street in Groton and a portion of Groton Street in Dunstable. He reiterated to the Board that Phase II is covered by the secured \$5.5 million grant. Mr. Haddad said that because they need to speed up Phase II work due to the spread of PFAS contamination, they will need to amend the IMA between the Towns of Groton, Dunstable, and Pepperell. He explained that Town Counsel drafted the amendment, which is subject to ratification by the three Select Boards. He added that the payment schedule will be subject to a side letter.

Ms. Manugian asked Mr. Haddad to provide an overview of the project costs. He explained that the total cost of the additional work under this proposed IMA Amendment is estimated between \$2 million and \$3 million. The grant will fully cover expenses for connecting Jersey Street to North Street and part of Groton Street. The \$16.7 million appropriation from the Groton Town Meeting will fund the section of Reedy Meadow Road, Raddin Road, all of Hawtree Way, and Kemp Street in Dunstable. Mr. Haddad mentioned that Tyler Schmidt, the Apex engineer, has a budget that includes a connection to the water main to the 78 properties the Town is responsible for. He noted that they received negative resident feedback at the regional meeting and questioned why they should pay for the loan costs related to the connections. Mr. Haddad plans to return to the Board with a proposal to have the Town perform the connections. Mr. Haddad stated that the Town will ask the Town's engineer to prepare a proposed change order to have the contractor perform the work related to the connections.

Mr. Haddad respectfully requested that the Select Board vote to adopt this amendment to the Intermunicipal Agreement between the Towns of Groton, Dunstable, and Pepperell and authorize the Town Manager to sign on behalf of the Board.

Ms. Pine made a motion to approve the amendment to the Intermunicipal Agreement between the Towns of Groton, Dunstable, and Pepperell, and to authorize the Town Manager to sign on behalf of the Board. Mr. Cunningham seconded the motion. The motion carried unanimously.

2. Consider Ratifying the Town Manager's Appointment of Michael Hartnett as Acting Town Treasurer and Nancy Amari as Acting Tax Collector.

Mr. Michael Hartnett and Ms. Nancy Amari were in attendance.

Mr. Haddad announced that Treasurer and Tax Collector Hannah Moller's last day was Friday, August 8th. He stated that the Town was fortunate to have two office assistants who agreed to help during the transition period to a new Tax/Treasurer Collector. Mr. Haddad thanked both of them for their assistance during this time.

Ms. Pine made a motion to ratify the Town Manager's appointment of Michael Hartnett as Acting Town Treasurer and Nancy Amari as Acting Tax Collector. Ms. Manugian seconded the motion. The motion passed unanimously.

3. Consider Accepting the Town Manager's Nomination of Dane Krampitz and Steve Beard to the Great Ponds Advisory Committee and Appoint Mr. Krampitz and Mr. Beard to said Committee. Mr. Reilly made a motion to accept the Town Manager's nomination of Dane Krampitz and Steve

Beard to the Great Ponds Advisory Committee and appoint Mr. Krampitz and Mr. Beard to said Committee. Ms. Manugian seconded the motion. The motion carried unanimously.

4. Notification of the Temporary Absence of the Town Manager and the Appointment of Takashi Tada as Acting Town Manager.

Mr. Haddad notified the Board of his temporary absence as Town Manager from August 15 to August 24. He has appointed Mr. Tada as Acting Town Manager.

5. Proposed Select Board Meeting Schedule through Labor Day.

Monday, August 18, 2025 No Meeting

Monday, August 25, 2025 Regularly Scheduled Meeting (First Draft of TM Warrant and

set the Stormwater Permit Fee)

Monday, September 1, 2025 No Meeting (Labor Day Holiday)
Monday, September 8, 2025 Regularly Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND APPROVAL

1. Consider Approving the Cannabis Social Equity Policy.

Mr. Haddad explained that the Cannabis Control Commission (CCC) contacted the Town and informed us that the Town does not have a Cannabis Social Equity Policy. The Policy aims to establish procedures and minimum standards within a municipality to further promote full

participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement, and to impact those communities positively. Mr. Haddad contacted Town Counsel for guidance. Town Counsel recommended adopting a Cannabis Social Equity Policy, which the Town of Shrewsbury adopted, that meets the requirements of the CCC. The Board reviewed and discussed the proposed Policy. Ms. Pine inquired about the number of cannabis licenses permitted in Town. Mr. Haddad said he would find out this information and would return to the Board.

Mr. Haddad respectfully requested that the Board waive its policy requiring the policy to be returned for a second review.

Mr. Cunningham made a motion to waive this requirement. Ms. Manugian seconded the motion. The motion carried unanimously.

Mr. Cunningham made a motion to adopt the Cannabis Social Equity Policy. Ms. Manugian seconded the motion. The motion carried unanimously.

2. Review and Consider Adopting the Annual Goals of the Select Board for FY 2026.

Mr. Haddad drafted the proposed Annual Goals for the Select Board based on input from the members. The members reviewed the proposed Goals and offered suggestions to Mr. Haddad. He said that he had categorized the Goals and hoped the Board would establish five of them. After a brief discussion, the Board decided that Mr. Haddad would arrange a meeting with both Ms. Pine and Mr. Pisani to review the list and select five goals for the Board's consideration.

3. Consider Appointing an Individual to the Position of Town Clerk.

Mr. Haddad said he was very pleased with the Search Committee's work, which brought forward two qualified candidates. He mentioned that both would be great additions to the staff, but he believed one would fit in better. Ms. Manugian expressed her appreciation for the group's effort; both candidates interviewed well, and either could do the job. She was particularly impressed with the second candidate, but believes they couldn't make a wrong choice. Mr. Cunningham agreed with Ms. Manugian. Mr. Haddad stated that the Board's decision would depend on the successful background check and contract negotiations. He does not believe any issues will be found with either candidate. Ms. Pine said there are two very strong candidates, but one had a more engaging personality. Mr. Reilly believes Ms. Bannasch would be a good fit for the position. The Board all agreed.

Mr. Cunningham made a motion to appoint Grace Bannasch as Groton's Town Clerk subject to a successful background check and contract negotiations with the Town Manager. Ms. Pine seconded the motion. The motion carried unanimously.

6:15 P.M. Discussion- Determine Whether or Not to Disband the Capital Planning Advisory Committee and/or Consider Amending the Charge of the Committee.

Capital Planning Advisory Committee (CPAC) Members Jamie McDonald, David Manugian, Michael Rourke, and Thomas Naughton were in attendance.

Ms. Manugian asked the Capital Planning Advisory Committee (CPAC) to join a meeting with the Select Board to discuss whether to disband the Committee and/or amend its Charge. She stated that the CPAC Committee has been active and has accomplished a lot. She stated that a few of her quandaries may not have been as successful as she wished when looking at town properties overall and prioritizing capital spending. Ms. Manugian wanted to determine whether the Committee should continue its work or if it had fulfilled its purpose.

Finance Committee Chair, Mr. Bud Robertson, stated that the CPAC Committee was formed in 2019. The Finance Committee supports CPAC because it includes two members from their committee who will report findings back to the Finance Committee. The Finance Committee believes the CPAC should review issues that fall outside its purview. Mr. Robertson emphasized the importance of considering the Town's priorities. Regarding buildings, Mr. Haddad noted that all projects have been completed.

Ms. Pine suggested that it would be helpful for the Committee to review parks, etc. Mr. Haddad stated at the Spring Town Meeting that many of the issues raised were related to Community Preservation Act projects, but the CPAC is not involved in these projects. Ms. Pine agrees but believes the public is not aware of this. Mr. O'Rourke noted that over the past few years, the school building project has overwhelmed everything, and people were unwilling to discuss other matters. Mr. Haddad stated that the Town has been very supportive of maintaining its buildings and asked what the focus should be moving forward. Mr. Reilly sees the capital plan as the department head's responsibility to decide what is needed. Mr. Haddad explained the five-year projection process and said that the CPAC serves as a check and balance before presenting to the Finance Committee. Mr. Manugian expressed difficulty in estimating projects beyond five years.

The Board discussed the fields in Town and who manages those projects. Mr. Robertson believes the Capital Planning Advisory Committee should not set project priorities for the Community Preservation Committee, as the Select Board should handle that. Ms. McDonald stated that the CPAC is an advisory committee; its role is to make recommendations.

Mr. Haddad suggested scheduling a meeting of the Capital Planning Advisory Committee to discuss the Charge and develop a recommendation for the Select Board to either keep the Committee as is, amend the Charge, or recommend disbandment.

Mr. Haddad and the Board thanked the Capital Planning Advisory Committee for attending and for their efforts.

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.

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

On-Going Issues

- A. PFAS Issue- Discussed previously.
- B. UMass Satellite Emergency Facility Mr. Haddad stated that the public hearing with the Planning Board will continue on Thursday, August 14th.
- C. PILOTs-None
- D. Fire Department Staffing Governor Healey signed legislation early today to allocate \$5 million in emergency funding for the region's fire and EMS departments.

SELECT BOARD LIASON REPORTS

None

Approval of the Regularly Scheduled Meeting of July 28, 2025, and the Joint Regional Meeting of July 30, 2025.

Ms. Pine made a motion to approve the regular meeting minutes of July 28, 2025, and the Joint Regional meeting of July 30, 2025, as presented. Mr. Cunningham seconded the motion. The motion carried unanimously.

The Select Board adjourned at 7:28 p.m.

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