

# Select Board Meeting Packet

## February 24, 2020

*This is the Select Board preliminary preparation information packet. The content of this package is subject to change between when it is released and the start of the Select Board meeting. Such changes will not be posted to the web site before the meeting. If you see an item or items in the preliminary preparation package that are important to you, please attend the meeting in person.*



**Town Manager**  
Mark W. Haddad

## TOWN OF GROTON

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

## Select Board

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

**SELECT BOARD MEETING**  
**MONDAY, FEBRUARY 24, 2020**  
**AGENDA**  
**SELECT BOARD MEETING ROOM**  
**2<sup>nd</sup> FLOOR**  
**GROTON TOWN HALL**

- 7:00 P.M.      Announcements and Review Agenda for the Public
- 7:05 P.M.      Public Comment Period
- I.      7:10 P.M.      Town Manager's Report
1. Select Board's Agenda Schedule
  2. Consider Ratifying the Town Manager's Appointment of Robert Garside as the Building Commissioner-In-Training
  3. Green Communities Grant Review and Project Discussion
  4. Consider First Right of Refusal on Hayes Property (Chapter 61A Release)
  5. Consider Approving Town Manager's Nominations and Appointing Gail Chalmers to both the Commemorations and Celebrations Committee and the Old Burying Ground Committee
  6. Review Proposal of the Stormwater Management Committee on Funding MS4 Permit Obligations
  7. Update on Select Board Schedule through the 2020 Spring Town Meeting
  8. FY 2021 Budget Update
- II.      7:15 P.M.      Joint Session with Park Commission – Consider Making an Appointment to Fill a Vacancy on the Park Commission Until the Spring, 2020 Election – One Applicant – Gail Chalmers

### OTHER BUSINESS

#### ON-GOING ISSUES – For Review and Informational Purposes

- A. Prescott School Sprinkler System Project
- B. Water Department – Manganese Issue
- C. MS4 Permit
- D. Polystyrene Containers
- E. Green Communities Application and Implementation
- F. Florence Roche Elementary School Feasibility Study
- G. Highway Garage Renovations
- H. Pepperell Landfill

### SELECT BOARD LIAISON REPORTS

- III.      Minutes:      Regularly Scheduled Meeting of February 10, 2020

### ADJOURNMENT

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



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**Town Manager**  
Mark W. Haddad

**To:** *Select Board*

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

**Subject:** *Weekly Report*

**Date:** *February 24, 2020*

1. In addition to the Town Manager's Report and an update on the on-going issues list, there is one item scheduled on Monday's Agenda. The Select Board will be meeting in joint session with the Park Commission to consider appointing Gail Chalmers to fill the vacancy on the Park Commission until the May Election. Ms. Chalmers was the only applicant and the Park Commission interviewed her two weeks ago.
2. As proposed and approved at your January 13<sup>th</sup> meeting, I internally posted the position of Building Commissioner-In-Training. Bob Garside was the only applicant for the position. As you know, Bob has worked for the Town as the Project Manager, Clerk of the Works and Owners Project Manager for the Center Fire Station, Senior Center, DPW Facility and Library Roof projects. He was recently certified as a Massachusetts Building Inspector. I set up an interview panel made up of myself, Select Board Member Degen, Takashi Tada, Melisa Doig and Dawn Dunbar. We interviewed Bob and were very comfortable with his responses to our questions and commitment to the job. We also successfully completed the same background investigation on Bob that we conduct on all Department Heads. During the course of the Training Program, Bob will be taking courses so that he can take the test to become a certified Building Commissioner. If he becomes certified and successfully completes the training program, it will be my intention to appoint him as the Building Commissioner when Ed Cataldo retires in September, 2020. Based on all of this, I am appointing Robert Garside as the Building Commissioner-In-Training, effective March 2, 2020 through September 8, 2020 at a six-month salary of \$40,000. Pursuant to the Groton Charter, I would respectfully request that the Select Board ratify this appointment at Monday's meeting.
3. Now that we have been approved as a Green Community, we need to complete a grant application to spend the initial grant award of \$138,830. To develop our application, I established a working group of myself, Select Board Member Pine, Takashi Tada, Dawn Dunbar, Quintin Shea and Karen Chapman. We also had a lengthy conversation with Kelly Brown from the State. Based on this, we are recommending the following projects be part of our application:

***Continued on next page – Over >***

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**3. Continued:**

|   |    |              |
|---|----|--------------|
| Town Hall - LED Lighting Upgrade                  | \$ | 21,344       |
| Town Hall - Insulating and Weatherstripping       | \$ | 32,055       |
| Center Fire Station - HE Commercial Kitchen Range | \$ | 2,304        |
| Center Fire Station - Kitchen Hood Timer          | \$ | 17,700       |
| Center Fire Station - Retro commissioning         | \$ | 25,000       |
| Country Club - LED Lighting Upgrade               | \$ | 19,902       |
| Library - Insulation and Weatherstripping         | \$ | 13,593       |
| Police Station - EC Motors on Circulation Pumps   | \$ | <u>5,074</u> |
| Total   | \$ | 136,972      |

We can discuss this in more detail at Monday's meeting.

4. The owners of the property and buildings situated at Hill Road and Maple Avenue, owned by the Hayes Family and consisting of 88.33 acres on two parcels, have entered into a purchase and sales agreement with Robert P. Kiley in the amount of \$1,780,000 (there may be adjustments lowering the price to \$1,600,000 depending on development approvals by the Town). Enclosed with this report is the signed Purchase and Sales Agreement. Since the two parcels are in Chapter 61A, the Town of Groton has the right of first refusal to purchase the property for the proposed sale price. As is our practice, I have asked for the opinion of the Planning Board and Conservation Commission as to whether or not the Select Board should exercise the Town's right of first refusal. Also enclosed with this report are memorandums from both Boards recommending that the Select Board decline. The owners of the property will be required to pay roll back taxes for the last five years. The Assessors have calculated the amount for the two parcels and the owners would owe the Town \$71,683.51. Based on all of this, it is my recommendation that the Select Board vote to decline the right of first refusal on this property.
5. I am nominating for appointment Gail Chalmers be appointed to the Commemorations and Celebrations Committee, as well as the Old Burying Ground Committee. I would respectfully request that the Select Board adopt these nominations and make the recommended appointments at Monday's meeting.
6. The Stormwater Management Committee will be in attendance at Monday's meeting to update the Board on their proposal to create a Stormwater Enterprise Fund to deal with the MS4 permit requirements. Enclosed with this report are FAQ's along with the PowerPoint they presented at their public hearing. We can discuss this in more detail at Monday's meeting.

**Select Board  
Weekly Report  
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7. Please see the following update to the Select Board's Meeting Schedule through the 2019 Spring Town Meeting:

|                           |  |
|---------------------------|--|
| Monday, February 24, 2020 | Already Posted   |
| Monday, March 2, 2020 -   | Executive Session – Boynton Meadows<br>Review of First Draft of 2020 Town Meeting Warrant<br>Continue Review of Housing Production Plan<br>FY 21 Budget Update |
| Monday, March 9, 2020 -   | Continue Discussion on Future of CPA<br>Update Town Manager's Review Policy<br>Continue Review of Draft 2020 Town Meeting Warrant<br>FY 21 Budget Update       |
| Monday, March 16, 2020 -  | Public Hearing on the 2020 Town Meeting Warrant Articles   |
| Monday, March 23, 2020 -  | Follow-up on Town Meeting Warrant<br>Review Draft of Housing Production Plan<br>FY 21 Budget Update  |
| Monday, March 30, 2020 -  | No Meeting (Subject to Change)   |
| Monday, April 6, 2020 -   | Finalize Town Meeting Warrant for Posting<br>FY 21 Budget Update   |
| Monday, April 13, 2020 -  | Town Meeting Preparation<br>Issuance of Annual Fuel Storage Licenses   |
| Monday, April 20, 2020 -  | No Meeting – Patriot's Day Holiday   |
| Monday, April 27, 2020 -  | 2020 Spring Town Meeting   |

8. As is our practice during budget season, I have set aside time on the Agenda to update the Board on the FY 2021 Budget. I will provide the Board with any necessary update at the meeting.

MWH/rjb  
enclosures

*Robert L. Collins*  
*Attorney At Law*  
*P. O. Box 2081*  
*Westford, Massachusetts 01886*

*Telephone (978) 448-3511*  
*Facsimile (978) 448-8511*

*Groton Office:*  
*204 Gay Road*  
*Groton, Massachusetts 01450*

16 January 2020

The Groton Select Board  
Town Hall  
173 Main Street  
Groton, MA 01450

RE: Hayes Property  
Hill Road and Maple Avenue  
Chapter 61A

Dear Board Members:

I represent Robert Kiley, Trustee, Regulas Realty Trust with regard to the Hayes property situated on Hill Road and Maple Avenue. Mr. Kiley has entered into a Purchase and Sale contract for this property ( a copy of which is enclosed). Kindly consider this letter as notice of the landowner's intent to convert the property to a different use as required under Chapter 61A Section 14 and also as a request that the Board vote to release the right of first refusal envisioned by that section.

I would like to provide the Board with some background which will be helpful in reaching an informed decision.

The Hayes property is comprised of some 89.6 acres, and has frontage on Maple Avenue, Hill Road, and Pepperell Road. Four resource areas are situated within this site. The resource area to the Northeast corner is a vernal pool; the other three appear to be isolated areas of poor drainage that developed into wetlands as portions of the site were no longer actively farmed.

The land immediately to the North (Assessor's Parcel 212-15) is owned by the town; this land was gifted to the Conservation Commission by the Hayes family.

CC - ASSESSORS  
CONSERVATION COMMISSION  
PLANNING BOARD

For close to a year, my client, George Hayes, Stan Dillis, and I have been reviewing this property and have had meetings with the review biologists at the Natural Heritage Endangered Species Program of the Massachusetts Department of Fish and Wildlife. The property is within mapped habitat for several listed species.

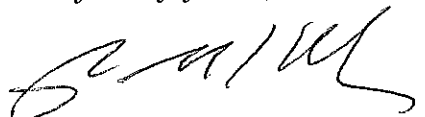
I have enclosed a copy of the schematic design Stan Dillis has prepared for this site as well as a copy of a memorandum from Lauren Glorioso, Senior Review Biologist at the Natural Heritage Endangered Species Program. The inspired limited development design which resulted from these discussions would create 24 lots on approximately 27 acres, preserving 59 acres of upland and resource areas which are highly suitable as habitat for three listed species. This would significantly augment the publicly held land in this vicinity, creating a swath of 75 contiguous acres.

Stan and I met with the Conservation Commission last month; the Commission was supportive of this proposal. I am hopeful that the Board will share this enthusiasm.

Allowing this sale to go forward would thus serve the public interest by protecting the greater portion of this site at no cost to the town.

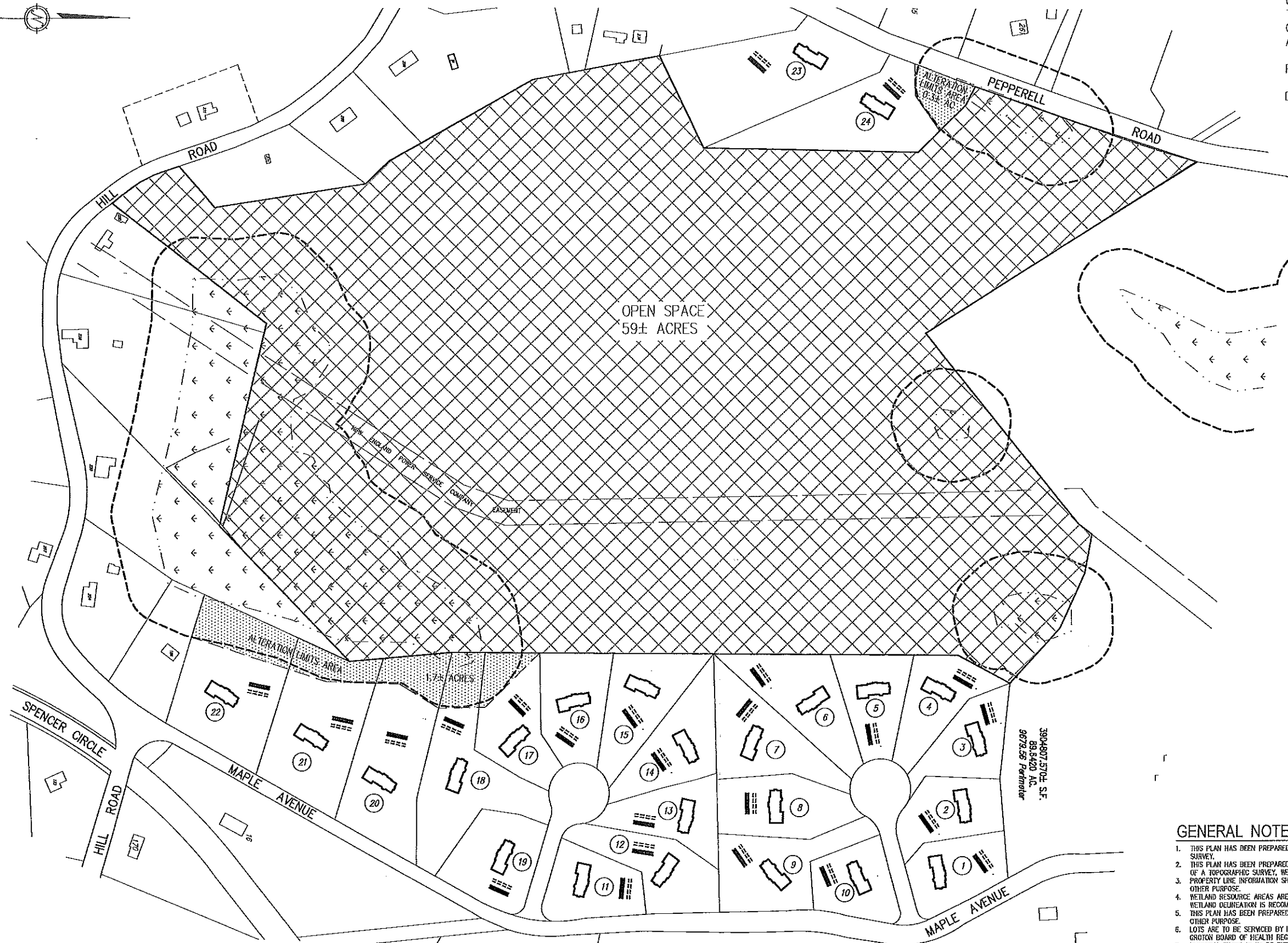
I look forward to discussing this with the Board.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. Collins', with a stylized flourish at the end.

Robert L. Collins

| USE AREA SUMMARY |            |              |  |
|------------------|------------|--------------|--|
| TOTAL SITE       | 88.3 ACRES |              |  |
| OPEN SPACE       | 59 ACRES   | 67% OF TOTAL |  |
| ALTERATION LIMIT | 2 ACRES    | 2% OF TOTAL  |  |
| PROTECTED AREA   | 61 ACRES   | 69% OF TOTAL |  |
| DEVELOPMENT AREA | 27.3 ACRES | 31% OF TOTAL |  |



- GENERAL NOTES:**
1. THIS PLAN HAS BEEN PREPARED USING COMPILED INFORMATION AND IS NOT THE RESULT OF AN ON-THE-GROUND SURVEY.
  2. THIS PLAN HAS BEEN PREPARED FOR DISCUSSION PURPOSES ONLY. VALIDITY OF LOTS ARE SUBJECT TO COMPLETION OF A TOPOGRAPHIC SURVEY, WETLAND DELINEATION AND SOIL TESTING.
  3. PROPERTY LINE INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE AND NOT TO BE USED FOR CONVEYANCE OR ANY OTHER PURPOSE.
  4. WETLAND RESOURCE AREAS ARE SHOWN BASED ON MASS GIS DATA AND PLANS OF RECORD. AN ON THE GROUND WETLAND DELINEATION IS RECOMMENDED TO CONFIRM EXTENTS OF RESOURCE AREAS.
  5. THIS PLAN HAS BEEN PREPARED FOR CONCEPTUAL PLANNING PURPOSES ONLY. IT SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
  6. LOTS ARE TO BE SERVICED BY INDIVIDUAL SEPTIC SYSTEMS. SOIL TESTING IN ACCORDANCE WITH 310 CMR 15 AND GROTON BOARD OF HEALTH REGULATIONS IS REQUIRED.
  7. MUNICIPAL WATER IS TO BE EXTENDED TO THE SITE.

PREPARED BY:

**DUCHARME & DILLIS**  
Civil Design Group, Inc.  
CIVIL ENGINEERS • LAND SURVEYORS • WETLAND CONSULTANTS

1092 MAIN STREET, P.O. BOX 428  
BOLTON, MASSACHUSETTS 01740

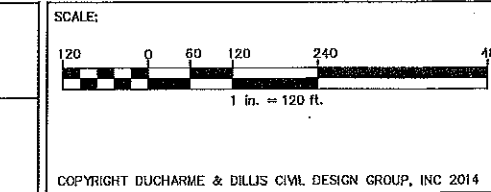
PHONE: (978) 779-6091 FAX: (978) 779-0260  
www.DucharmeandDillis.com

OWNER:

HAYES FAMILY R.T.  
74 SOUTH ST.  
PEPPERELL, MASSACHUSETTS

APPLICANT:

HIGH OAKS REALTY TRUST  
P.O. BOX 381  
GROTON, MASSACHUSETTS



|             |               |
|-------------|---------------|
| DATE:       | SEPT. 4, 2019 |
| DESIGN BY:  | SRD           |
| DRAWN BY:   | SRD           |
| CHECKED BY: | SRD           |

| CONCEPT PLAN<br>MAPLE AVE<br>GROTON, MASSACHUSETTS |      |             |    |
|--|------|-------------|----|
| NO.  | DATE | DESCRIPTION | BY |
|  |      |             |    |
|  |      |             |    |
|  |      |             |    |
|  |      |             |    |

JOB NO. 5454

DRAWING NO. 5454-C6

SHEET NO. 1 OF 1

## PURCHASE AND SALE AGREEMENT

This 21<sup>st</sup> day of October, 2019,

### 1. PARTIES

George Hayes, Joseph S. Hayes, Jr. and Serena H. Caperonis, Trustees, Hayes Family Real Estate Trust, hereafter referred to as the Seller, agrees to sell, and

Robert P. Kiley, Trustee, Regulas Realty Trust, or his nominee, hereinafter referred to as the Purchaser, agrees to purchase, upon the terms hereinafter set-forth, the following described:

### 2. PREMISES

The premises comprised the land and buildings situated at Hill Road and Maple Avenue, Groton, Middlesex County, Massachusetts, containing approximately 88.33 acres, more or less as an accurate survey may determine, shown on the Groton Assessor's Maps as Parcels 104- 30 and 212- 13 described in a deeds recorded with the Middlesex South District Registry of Deeds in Book 8806 at Page 269 and in Book 5478 at Page 44.

### 3. TITLE

The premises are to be conveyed by a good and sufficient Quitclaim Deed running to the Purchaser, and that deed shall convey good and clear record and marketable title to the premises which meets the conveyancing standards for clear and marketable title promulgated by the Massachusetts Real Estate Bar Association (REBA), free from encumbrances, except:

- a.) provisions of existing building codes, municipal by-laws, and zoning by-laws;
- b.) such taxes for the then current fiscal year as are not due and payable on the date of closing;
- c.) any liens for municipal betterments assessed after the date of this agreement; and
- d.) easements, rights, and/or restrictions of record to the extent the same are in force and applicable and which do not interfere with the use of the premises as a single family residential development and acreage sufficient to support a development comprised of twenty- two lots .

### 4. PURCHASE PRICE

The agreed upon purchase price for the premises is \$ 1,780,000.00 of which \$50,000.00 has been paid as a deposit upon the execution of this agreement, and the balance of \$1,730,000.00 to be paid at the time of closing by certified, cashier's, treasurer's, or bank check, or a check drawn on an attorney's IOLTA account. Please see Section 22 f.) herein for additional provisions relative to the purchase price.

## 5. CLOSING

The closing is intended to occur at 12:00 Noon on the 30<sup>th</sup> day of May, 2020 at the offices of the Purchaser's Attorney or at an alternative venue mutually agreed upon prior to the closing in writing. Please see Section 22 of this agreement for additional provisions as to the date for closing.

## 6. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the closing, and the premises are to then be not in violation of any municipal or zoning by-law and be substantially in the same condition as they are upon the execution of this agreement, reasonable wear and tear excepted, and except as the premises have been altered by testing performed by the Purchaser in accordance with this agreement. The Purchaser shall be entitled to inspect the premises, either personally or by an agent hired by the Purchaser, in or within two weeks prior to the closing in order to determine whether the condition of the premises complies with the provisions of this section.

## 7. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller cannot convey title as required by this agreement, or cannot deliver possession of the premises as agreed, or if at the time envisioned for the closing hereunder the premises do not conform with the requirements set forth in this agreement, then the time for closing shall be extended for the period required to enable the Seller to make conveyance or make the premises conform up to thirty (30) days.

## 8. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the Seller shall have failed to remove any defects in title, deliver possession, or make the premises conform, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

## 9. PURCHASER'S ELECTION TO ACCEPT TITLE

The Purchaser shall have the election, upon receipt of the Seller's notice under Section 8 of this agreement to accept such title to the premises as the Seller can deliver in their then condition and to pay therefore the purchase price set forth in Section 5 without deduction at either the original or extended date for the closing, in which case the Seller shall convey such title and deliver possession.

#### 10. ACCEPTANCE OF DEED

The acceptance and prompt recording of a deed to the premises by the Purchaser or by his nominee, as the case may, be shall be deemed to be full performance of the Seller under this contract, and shall discharge every agreement and obligation of the Seller set forth in this contract or expressed by the Seller.

#### 11. USE OF SALE PROCEEDS TO CLEAR TITLE

In order to enable the Seller to make conveyance as provided in this contract, the Seller may use the proceeds of the sale, or a portion thereof, at the time of the closing to clear the title of any or all encumbrances or interests, provided that all discharges or other necessary instruments are either recorded simultaneously upon closing or are to be procured within a reasonable time thereafter by Purchaser's counsel.

#### 12. INSURANCE

Seller shall maintain insurance on the premises as presently insured, with the risk of loss to remain with the Seller. Purchaser indemnifies and holds the Seller harmless as to claims arising from testing and any actions taken by Purchaser on the premises.

#### 13. ADJUSTMENTS

Taxes for the then current period shall be apportioned as of the date of closing, and the net amount shall be added to or deducted from, as the case may be, the purchase price payable by the Purchaser at closing.

#### 14. ADJUSTMENT OF UNASSESSED TAXES

If the correct tax assessment or tax rate for the premises is not known at the time of closing, the taxes shall be apportioned on the basis of the information available at the time of closing, in which case the Seller and Purchaser agree to reapportion the taxes subsequent to the closing within a reasonable time after the tax rate has been set. Neither party shall be obligated to initiate abatement proceedings, but should either party initiate proceedings which successfully reduce the tax liability for the premises for the period prior to the closing, the costs associated with such proceeding shall be subtracted from the amount awarded, and the balance, if any, shall be apportioned as of the date of closing.

#### 15. BROKER'S FEE

No Real Estate Broker has been involved in this transaction, thus no brokerage commission is due any party. Seller warrants and represents that he has not listed this property with any real estate broker nor entered into any contracts relative to the listing or sale of same.

**16. BROKER'S WARRANTY; BROKER AS A PARTY**

No Real Estate Broker has been involved in this transaction; thus this section is intentionally left blank.

**17. ESCROW**

All deposits made under the terms of this contract shall be held in escrow by Seller's attorney in a non-interest-bearing account as escrow agent subject to the terms of this agreement and shall be duly accounted for at the closing. Except in the instance of the default of the Purchaser pursuant to Section 18 or due to the failure of any of the contingencies listed in Section 22, in the event of any disagreement of the parties, the escrow agent shall retain the deposits made under this contract in escrow pending instructions mutually given by the Seller and Purchaser in writing, or by an order of a court of competent jurisdiction.

**18. PURCHASER'S DEFAULT: DAMAGES**

Should the Purchaser fail to fulfill the Purchaser's agreements contained in this contract, all deposits made hereunder shall be retained by the Seller as liquidated damages, and this shall be the limit of the Seller's remedies at Law and in Equity.

**19. TRUSTEE'S CERTIFICATE**

The Seller shall produce upon request such documents from the holders of the beneficial interests of the Hayes Family Real Estate Trust as Purchaser may reasonably request indicating authority to sell in accordance with the terms hereunder.

**20. LIABILITY OF TRUSTEE OR BENEFICIARY**

If either the Seller or Purchaser executes this agreement in a representative or fiduciary capacity, only the principal (whether it be a person, entity, or trust) shall be bound by this contract, and neither the Seller or Purchaser so executing this contract, nor any beneficiary, or other party not a signatory to this contract shall be personally liable for any allegation, express or implied, under this contract.

**21. WARRANTIES AND REPRESENTATIONS**

The Purchaser acknowledges that the Purchaser has not been influenced to enter into this transaction nor has the Purchaser relied upon any warranty or representation made by the Seller which is not specifically set forth in this contract, and affirmatively states in executing this contract that the Seller has not made any warranty or representation not set forth herein, and thus none have been relied upon by the Purchaser.

## 22. ADDITIONAL PROVISIONS

a.) This contract, and the rights and obligations created by it, envisions the Purchaser at Purchaser's expense being able to procure the approvals necessary from the requisite permit granting authorities for a twenty-two lot subdivision on the premises, which approvals shall include all permits and approvals necessary for the construction of a single family home on each lot. If, despite reasonable and diligent efforts the Purchaser has been unable to obtain special permit and definitive plan approval for a twenty-two market rate lot subdivision (plus 15% affordable units (four units) as required under Groton's inclusionary zoning provision) and on-site sewage disposal permits for each home thereon by May 30, 2020, the Purchaser may terminate this contract by delivering to the Seller in accordance with the notice requirements of Section 24 of this Agreement written notice of Purchaser's termination of this contract due to his inability to procure such approvals prior to 5:00 p.m. on May 30, 2020, in which case all rights and obligations created hereunder shall terminate and this Agreement shall be null and void and all deposits paid by the Purchaser held in accordance with this Agreement shall be promptly returned to the Purchaser.

b.) This contract, and the rights and obligations created by it, envisions the Purchaser being satisfied that the conditions and/or configuration of the proposed development dictated by a Conservation Management Permit issued by the Mass. Wildlife Natural Heritage Endangered Species Program do not render the development economically unviable nor unduly impact the marketability of the homes to be situated on lots to be created. Should the Purchaser deem such conditions which have either been imposed by a Conservation Management Permit or dictated in order to eliminate the necessity of the filing for a Conservation Management Permit as rendering the development unviable, he shall provide written notice to the Seller in accordance with the notice requirements of Section 24 of this agreement that he is terminating this agreement, in which case all rights and obligations created hereunder shall terminate and this Agreement shall be null and void and all deposits paid by the Purchaser held in accordance with this agreement shall be promptly returned to the Purchaser.

c.) In the event the Massachusetts Department of Fisheries and Wildlife purchases a portion of the excess open space, all of the proceeds from that sale shall be the Seller's and such proceeds shall not add to or reduce the amount Purchaser is to pay Seller for the premises.

d.) In the event off site infrastructure improvements are required by the Planning Board, the West Groton Water Supply District, or any other governmental authority with jurisdiction over this site, Purchaser shall have the right to terminate this agreement should such off site improvements render the development envisioned by this agreement economically unviable, in which case Purchaser shall provide written notice to Seller in accordance with Section 24 herein, and all deposits paid by Purchaser shall be returned to him.

e.) Seller may elect to have the site preliminarily investigated as to the presence of hazardous materials; Purchaser shall keep Seller apprised as to any

potential of reportable issues and shall not notify any public authority without the assent of Seller. Purchaser shall not perform invasive testing beyond Phase I testing without further agreement.

f.) Should the plan ultimately approved include more than 22 market rate lots, the purchase price shall be increased by \$50,000.00 per additional lot; should the plan ultimately approved include less than 22 market rate lots, the purchase price shall be reduced by \$50,000.00 per lot so reduced but the purchase price shall not be so reduced below the sum of \$1,600,000.00 without further agreement.

g.) Any tax benefit as may be devised with excess land to be preserved as open space shall be shared equally between Seller and Purchaser.

h.) Purchaser shall indemnify and hold Seller harmless against any and all claims for injuries occasioned by Purchaser and/or Purchaser's agents entering the site for testing, survey work, and site investigation. Any physical disturbance to the site caused by Purchaser or Purchaser's agents shall be promptly restored. Purchaser shall provide certificates of insurance for any agents or professionals entering the site naming Seller as an additional assured.

i.) The closing is to occur twenty-one (21) days subsequent to the filing with the Groton Town Clerk of the definitive plan and special permit approval by the Groton Planning Board, but in no event later than December 31, 2020. Purchaser shall notify Seller in writing in accordance with the provisions of 24 herein should he be unable to procure such approvals prior to December 31, 2020, in which case this agreement shall be terminated and all deposits paid by Purchaser hereunder shall be returned to Purchaser.

j.) This contract shall be contingent upon Seller at Seller's expense procuring a Release from the Town of Groton of its rights to purchase the property pursuant to the provisions of Chapter 61/ 61A. Such rollback taxes as may be imposed shall be Seller's obligation at closing.

k.) In the event the closing occurs subsequent to December 31, 2020, Purchaser shall be obligated to pay real estate taxes due for the period after December 31, 2020 at closing.

l.) Purchaser shall have the title to the premises examined within sixty days of the execution hereof and immediately notify Seller of any title issues which Seller will be obligated to cure.

m.) Purchaser shall not assign his rights hereunder without the assent of Seller.

### 23. CONSTRUCTION OF CONTRACT

This instrument, executed in multiple counterparts, together with any addendums, additional provisions, or modifications appended hereto, is to be considered a Massachusetts contract, is to take effect as an instrument executed under seal, sets forth the entire understanding and contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns and may be cancelled, modified, or amended only by a written instrument executed by both the

Seller and the Purchaser. If two or more parties are named herein as either Seller or Purchaser, the respective obligations applicable shall be joint and several. The captions and marginal notes contained in this agreement are used only as a matter of convenience, and are not to be considered part of this contract or indicative of the intent of the parties. The use of any gender within this contract shall be interchangeable as circumstances require.

#### 24. NOTICE

Any notice required under this contract shall be sent by certified mail, return receipt requested, as to the Seller to:

George Hayes, Trustee  
74 South Road  
Pepperell, MA 01463

Phone (978) 877 0201

With a copy to:

Sherrill R. Gould, Esq.  
Post Office Box 752  
Littleton, MA 01460

Phone: (978) 486 9566  
FAX: (978) 486 9434

and as to Purchaser to:

Robert P. Kiley  
Post Office Box 381  
Groton, MA 01450

Phone: (978) 790 3537

With a copy to:

Robert L. Collins, Esq.  
P. O. Box 2081  
Westford, MA 01886

Phone (978) 448 3511  
Fax (978) 448 8511

**The date of the mailing of any notice shall be dispositive for the purposes of any time deadline set forth in this contract.**

#### 25. LEAD PAINT LAW

The Premises are vacant land; this section is thus intentionally left blank.

#### 26. SMOKE DETECTORS, AND CARBON MONOXIDE DETECTORS

The Premises are vacant land; this section is thus intentionally left blank.

#### 27. ADDITIONAL PROVISIONS:

a.) In the event an agreement is made for a purchase of a portion of the open space area on the subdivision envisioned for the premises by the Commonwealth, the town of Groton, or a non-profit conservation organization, such proceeds as

may be realized shall be Seller's. Neither Seller nor Purchaser is under any obligation to pursue such a purchase of a portion of the premises.

b.) Please see Addendum "A" attached hereto and incorporated herein by reference for additional provisions.

This is a legal document which creates binding obligations. Both Seller and Purchaser acknowledge that they have had the opportunity to review this contract with their own counsel, and that they understand the provisions of this contract and agree to be bound by same.

Purchaser:

R. P. Kiley  
Robert P. Kiley, Trustee

Dated: 10/21/19

Seller:

George Hayes  
George Hayes, Trustee

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

Joseph S. Hayes, Jr.  
Joseph S. Hayes, Jr., Trustee

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

Serena H. Caperonis  
Serena H. Caperonis, Trustee

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

#### **Addendum "A" to Purchase and Sale Agreement**

1. In the event Purchaser withdraws from this Agreement based on any condition or contingency herein not being satisfied, Purchaser shall provide Seller copies of all test results, plans, and permits related to this property, and shall assign his rights to same to Seller.
2. Purchaser shall restore areas disturbed by testing performed on the premises by Purchaser to its prior condition.
3. The Seller makes no warranties, express or implied, as to the condition of the premises or its suitability for development, and Purchaser acknowledges that he has not relied on any representations made by Seller. The closing envisioned by this agreement shall constitute acknowledgement by the Purchaser that the premises are accepted without representation or warranties of any kind or nature, and in "as is" condition based upon

Purchaser's own inspection and knowledge, and this provision shall survive the closing.

4. The parties affirm and acknowledge that they have all had the opportunity to review this Agreement with legal counsel of their own choice prior to the execution hereof.
5. This agreement, together with any exhibit, Rider, Addendum, or attachments thereto, shall supersede all prior agreements and communications, whether written or oral, between the parties or their attorneys, and represents the complete and full agreement of the parties (and/or their attorneys) except as this Agreement may be amended or modified subsequent to the execution hereof by a written agreement executed by all of the parties. Should any conflicts exist between the Agreement and provisions of this Addendum "A" the provisions of this Addendum "A" shall control.
6. The terms and conditions of this Agreement shall remain confidential and be held in confidence by the parties except as may be necessary to obtain a release of the municipalities rights under Chapter 61A and except as may be necessary to effectuate this transaction.
7. In order to facilitate the execution of such documents extending the time for the performance of any event, and any applications needed to be signed by the landowner to procure the approvals envisioned in Section 22 of the Agreement or of any notice that may be given under this Agreement, each of the undersigned hereby authorizes his or her respective attorney to assent and execute on that party's behalf any application or agreement extending time for performance of any event of any notice that may be given under this agreement.
8. The spouses of the Sellers shall join in said deed and shall release and convey any and all statutory rights and interests in said premises.

*R. I. T. R. N. L. E. W. K.*  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

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Purchaser:

\_\_\_\_\_  
Robert P. Kiley, Trustee

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

Seller:

  
George Hayes, Trustee

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

\_\_\_\_\_  
Joseph S. Hayes, Jr., Trustee

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

\_\_\_\_\_  
Serena H. Caperonis, Trustee

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

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\_\_\_\_\_  
Purchaser

  
Seller

\_\_\_\_\_  
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Seller

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Purchaser:

\_\_\_\_\_  
Robert P. Kiley, Trustee

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

Seller:

\_\_\_\_\_  
George Hayes, Trustee

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

  
\_\_\_\_\_  
Joseph S. Hayes, Jr., Trustee

Dated: 10/22/19

\_\_\_\_\_  
Serena H. Caperonis, Trustee

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

**Addendum "A" to Purchase and Sale Agreement**

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Purchaser:

\_\_\_\_\_  
Robert P. Kiley, Trustee

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


Seller:

\_\_\_\_\_  
George Hayes, Trustee

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

\_\_\_\_\_  
Joseph S. Hayes, Jr., Trustee

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

  
Serena H. Caperonis, Trustee

Dated: Oct. 22, 2019

**Addendum "A" to Purchase and Sale Agreement**

1. In the event Purchaser withdraws from this Agreement based on any condition or contingency herein not being satisfied, Purchaser shall provide Seller copies of all test results, plans, and permits related to this property, and shall assign his rights to same to Seller.
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\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

  
\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller



# TOWN OF GROTON

173 Main Street  
Groton, Massachusetts 01450  
Tel: (978) 448-1105  
Fax: (978) 448-1113  
[Planning@townofgroton.org](mailto:Planning@townofgroton.org)

Office of the  
PLANNING BOARD

January 27, 2020

Mark Haddad, Town Manager  
Town Hall  
173 Main Street  
Groton, MA 01450

RE: Chapter 61A – Notice of Intent to Convert to Residential Use  
Hayes Property – Maple Avenue, Hill Road, and Pepperell Road

Dear Mark and Select Board members,

At its meeting on January 23, 2020, the Planning Board discussed the notice of intent to withdraw approximately 90 acres of land located on Maple Avenue, Hill Road, and Pepperell Road (Assessor's Parcels 104-30 and 212-13) from M.G.L. Chapter 61A. The landowners (Hayes Family Real Estate Trust) have reached an agreement to sell this land to Robert Kiley, a residential developer. The notice included a concept plan showing 24 potential house lots.

This property abuts existing conservation land, provides habitat for rare and endangered wildlife, and was identified as a high priority for conservation in the 2001 inventory. However, the Planning Board notes that the purchase price of \$1,780,000.00 is prohibitive. Due to the presence of rare species habitat, a substantial portion of the property will need to be permanently protected as part of any development proposal. In light of these factors, the Planning Board voted to recommend that the Select Board not exercise the Town's right of first refusal option.

Sincerely,

Takashi Tada  
Land Use Director/Town Planner

CC: Robert Collins, Esquire



**TOWN OF GROTON**  
Conservation Commission  
173 Main Street  
Groton, MA 01450-1237  
(978) 448-1106  
Fax: 978-448-1113  
ngualco@townofgroton.org



February 13<sup>th</sup>, 2020

Mark Haddad  
Town Manager  
173 Main Street  
Groton, MA 01450

**RE: Hayes Property  
Hill Road and Maple Avenue  
Chapter 61A**

Dear Mark:

At its regular meeting on February 11<sup>th</sup>, 2020 the Groton Conservation Commission discussed the property known as the 'Hayes Property' located between Pepperell Road and Maple Avenue as shown on Groton Assessor's Maps as Parcels 104-30 & 212-13. In attendance during the Feb. 11 discussion was Attorney Robert Collins who spoke on behalf of his client, Robert Kiley (the buyer). After a substantive discussion, the Commission unanimously voted to conditionally recommend the Groton Select Board decline their rights under Chapter 61A of the Massachusetts General Laws. Said conditions are summarized below and reiterated in the attached letter from Attorney Robert Collins, dated February 13<sup>th</sup>, 2020:

1. The development for the site will result in (at least) a 60-acre open space parcel;
2. The development along Maple Avenue will be confined to the areas shown on the schematic plan prepared by Stan Dillis, which was provided with the notice of sale;
3. The Commission will be provided usable vehicular access to the open space parcel from Pepperell Road so that it may undertake maintenance and forest management activities in the future;
4. Public access to the open space parcel from Maple Avenue will be provided;
5. Prior to submitting any plan to the Planning Board, the developer will meet with the Conservation Commission and review the issues identified in this letter.

Please convey this message to the Select Board on behalf of the Conservation Commission.

Sincerely yours,

Nikolis Gualco  
Conservation Administrator

Cc: Takashi Tada, Town Planner  
*Enclosure*

*Robert L. Collins*  
*Attorney At Law*  
*P. O. Box 2081*  
*Westford, Massachusetts 01886*

*Telephone (978) 448-3511*

*Facsimile (978) 448-3511*

13 February 2020

The Groton Conservation Commission  
Town Hall  
173 Main Street  
Groton, MA 01450

RE: Hayes Property  
Hill Road and Maple Avenue  
Chapter 61A

Dear Commission Members:

I wish to commemorate our conversations with regard to this site.

The development envisioned for this site will result in a 60 acre open space parcel as shown on the schematic plan prepared by Stan Dillis which we provided; this will preserve almost all of the land to the East of the line shown on the plan running roughly parallel with Maple Avenue (the exception being the couple of lots shown on Pepperell Road).

This configuration has been driven by conversations with N.H.E.S.P.; the development proposal will trigger the necessity of submitting for approval of a Conservation Management Permit.

The development portion of the site will be confined to the areas shown on the plan along Maple Avenue and the smaller area shown adjacent to Pepperell Road. As I indicated Tuesday evening, the configuration of the lots will likely be different than what is shown on the schematic plan.

The ultimate plan will provide usable vehicular access to the open space parcel from the Pepperell Road side so that the Commission is able to undertake maintenance and forest management functions in the future. The plan will also

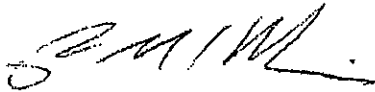
The Groton Conservation Commission  
13 February 2020  
Page 2

provide for pedestrian access from the Maple Avenue side so that one may access the open space parcel from that area.

Prior to submitting this plan to the Planning Board, I will request time on the Commission's agenda to review these issues, and to ensure that the Commission is satisfied with the access being provided.

I want to thank the Commission again for its assistance and for the time it has taken on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. L. Collins', written in a cursive style.

Robert L. Collins

### Rollback Tax Payoff Parcel 104-30-0

**no 61**

| <u>Parcel</u> | <u>Year</u> | <u>Value</u> | <u>Tax Rate</u> | <u>Tax</u> | <u>CPA</u>   | <u>Total Principal</u> |
|---------------|-------------|--------------|-----------------|------------|--------------|------------------------|
| 104-30-0      | 2016        | 537,400.00   |                 | 18.78      | 10,092.37 \$ | 246.43 \$ 10,338.80    |
| 104-30-0      | 2017        | 593,400.00   |                 | 18.26      | 10,835.48 \$ | 270.28 \$ 11,105.77    |
| 104-30-0      | 2018        | 593,400.00   |                 | 18.67      | 11,078.78 \$ | 276.35 \$ 11,355.13    |
| 104-30-0      | 2019        | 593,400.00   |                 | 18.11      | 10,746.47 \$ | 268.06 \$ 11,014.54    |
| 104-30-0      | 2020        | 593,400.00   |                 | 17.38      | 10,313.29 \$ | 257.26 \$ 10,570.55    |

**in 61**

| <u>Parcel</u> | <u>Year</u> | <u>Value</u> | <u>Tax Rate</u> | <u>Tax</u> | <u>CPA</u> | <u>Total Principal</u> |
|---------------|-------------|--------------|-----------------|------------|------------|------------------------|
| 104-30-0      | 2016        | 3,590.00     | 18.78           | \$ 67.42   | \$ -       | 67.42                  |
| 104-30-0      | 2017        | 4,420.00     | 18.26           | \$ 80.71   | \$ -       | 80.71                  |
| 104-30-0      | 2018        | 6,480.00     | 18.67           | \$ 120.98  | \$ -       | 120.98                 |
| 104-30-0      | 2019        | 6,480.00     | 18.11           | \$ 117.35  | \$ -       | 117.35                 |
| 104-30-0      | 2020        | 8,140.00     | 17.38           | \$ 141.47  | \$ -       | 141.47                 |

|             | <u>no 61</u>           |                        | <u>in 61</u>                   |                                |                          |    |  |    |                  |
|-------------|------------------------|------------------------|--------------------------------|--------------------------------|--------------------------|----|--|----|------------------|
| <u>Year</u> | <u>Total Principal</u> | <u>Total Principal</u> | <u>Difference owed to town</u> | <u>per diem interest at 5%</u> | <u>interest per year</u> |    | <u>Total Rollback Taxes Including interest</u> |    |                  |
| 2016        | \$ 10,338.80           | \$ 67.42               | \$ 10,271.38                   | \$ 1.41                        | \$ 513.57                | \$ |  |    | 10,784.95        |
| 2017        | \$ 11,105.77           | \$ 80.71               | \$ 11,025.06                   | \$ 1.51                        | \$ 551.25                | \$ |  |    | 11,576.31        |
| 2018        | \$ 11,355.13           | \$ 120.98              | \$ 11,234.15                   | \$ 1.54                        | \$ 561.71                | \$ |  |    | 11,795.86        |
| 2019        | \$ 11,014.54           | \$ 117.35              | \$ 10,897.19                   | \$ 1.49                        | \$ 544.86                | \$ |  |    | 11,442.05        |
| 2020        | \$ 10,570.55           | \$ 141.47              | \$ 10,429.08                   | \$ 1.43                        | \$ 521.45                | \$ |  |    | 10,950.53        |
|             |                        |                        |                                |                                |                          |    | <b>Total Payment</b>                           | \$ | <b>56,549.70</b> |

**Rollback Tax Payoff Parcel 212-13-0**

| <u>no 61</u>  |             |              |                 |            |             |                        |          |
|---------------|-------------|--------------|-----------------|------------|-------------|------------------------|----------|
| <u>Parcel</u> | <u>Year</u> | <u>Value</u> | <u>Tax Rate</u> | <u>Tax</u> | <u>CPA</u>  | <u>Total Principal</u> |          |
| 212-13-0      | 2016        | 126,000.00   |                 | 18.78      | 2,366.28 \$ | 14.65 \$               | 2,380.93 |
| 212-13-0      | 2017        | 166,200.00   |                 | 18.26      | 3,034.81 \$ | 36.26 \$               | 3,071.08 |
| 212-13-0      | 2018        | 166,200.00   |                 | 18.67      | 3,102.95 \$ | 37.08 \$               | 3,140.03 |
| 212-13-0      | 2019        | 166,200.00   |                 | 18.11      | 3,009.88 \$ | 35.97 \$               | 3,045.85 |
| 212-13-0      | 2020        | 166,200.00   |                 | 17.38      | 2,888.56 \$ | 34.52 \$               | 2,923.07 |

| <u>in 61</u>  |             |              |                 |            |            |                        |       |
|---------------|-------------|--------------|-----------------|------------|------------|------------------------|-------|
| <u>Parcel</u> | <u>Year</u> | <u>Value</u> | <u>Tax Rate</u> | <u>Tax</u> | <u>CPA</u> | <u>Total Principal</u> |       |
| 212-13-0      | 2016        | 1,010.00     |                 | 18.78 \$   | 18.97 \$   | - \$                   | 18.97 |
| 212-13-0      | 2017        | 1,240.00     |                 | 18.26 \$   | 22.64 \$   | - \$                   | 22.64 |
| 212-13-0      | 2018        | 1,810.00     |                 | 18.67 \$   | 33.79 \$   | - \$                   | 33.79 |
| 212-13-0      | 2019        | 1,810.00     |                 | 18.11 \$   | 32.78 \$   | - \$                   | 32.78 |
| 212-13-0      | 2020        | 2,280.00     |                 | 17.38 \$   | 39.63 \$   | - \$                   | 39.63 |

| <u>no 61</u>         |                        | <u>in 61</u>           |                                |                                |                          |  |  |  |
|----------------------|------------------------|------------------------|--------------------------------|--------------------------------|--------------------------|--|--|--|
| <u>Year</u>          | <u>Total Principal</u> | <u>Total Principal</u> | <u>Difference owed to town</u> | <u>per diem interest at 5%</u> | <u>interest per year</u> | <u>Total Rollback Taxes Including interest</u> |  |  |
| 2016                 | \$ 2,380.93            | \$ 18.97               | \$ 2,361.96                    | \$ 0.32                        | \$ 118.10                | \$ 2,480.06                                    |  |  |
| 2017                 | \$ 3,071.08            | \$ 22.64               | \$ 3,048.44                    | \$ 0.42                        | \$ 152.42                | \$ 3,200.86                                    |  |  |
| 2018                 | \$ 3,140.03            | \$ 33.79               | \$ 3,106.24                    | \$ 0.43                        | \$ 155.31                | \$ 3,261.55                                    |  |  |
| 2019                 | \$ 3,045.85            | \$ 32.78               | \$ 3,013.07                    | \$ 0.41                        | \$ 150.65                | \$ 3,163.72                                    |  |  |
| 2020                 | \$ 2,923.07            | \$ 39.63               | \$ 2,883.44                    | \$ 0.39                        | \$ 144.17                | \$ 3,027.61                                    |  |  |
| <b>Total Payment</b> |                        |                        |                                |                                |                          | <b>\$ 15,133.81</b>                            |  |  |

## Dawn Dunbar

---

**From:** Town of Groton <mchiasson@townofgroton.org>  
**Sent:** Wednesday, February 12, 2020 8:14 PM  
**To:** Select Board  
**Subject:** New Committee Interest Form Entry

**Name**

Gail Chalmers

**Phone Number**

9784486613

**Email**

[chalmersnh@comcast.net](mailto:chalmersnh@comcast.net)

**What Committee Are You Interested In Joining?**

Commemorations and Celebrations Committee

**Please give us a brief explanation of why you are interested**

I would like to be more involved with our towns special celebrations. I feel my part time work at Rivercourt Residents could benefit the town along with my past history as Chairman of the Board of Directors at the Senior Center.

Sent from [Town of Groton](#)

**Dawn Dunbar**

---

**From:** Town of Groton <mchiasson@townofgroton.org>  
**Sent:** Wednesday, February 12, 2020 8:20 PM  
**To:** Select Board  
**Subject:** New Committee Interest Form Entry

**Name**

Gail Chalmers

**Phone Number**

9784486613

**Email**

[chalmersnh@comcast.net](mailto:chalmersnh@comcast.net)

**What Committee Are You Interested In Joining?**

Old Burial Ground Commission

**Please give us a brief explanation of why you are interested**

I am interested in continuing the important upkeep that is needed to preserve the history behind all the stones of this sacred landmark.

Sent from [Town of Groton](#)



*Town of*  
**Groton**  
*Massachusetts*

## Proposed Storm Water Enterprise Fund

ENVIRONMENTAL  
 PARTNERS

## Town Meeting Warrant Article

Seeks to Establish a Storm Water Enterprise Fund to enable the Board of Selectmen to develop a funding source for new storm water mandates

### ADOPT MGL CH.44, SECT. 53 F ½: STORM WATER ENTERPRISE FUND:

To see if the Town will vote to accept the provisions of Chapter 44, Section 53F ½ of the Massachusetts General Laws, which would authorize establishment of an Enterprise Fund for the Groton Stormwater Utility, and further, effective in Fiscal Year 2021, beginning on July 1, 2020, by amending General Bylaw Chapter 154 – Illicit Discharges to Municipal Separate Storm Drain System...



# Storm Water Regulatory Background to Protect Water Bodies

- EPA's Phase 2 Storm Water Program
  - Covers a community's "Small MS4"
  - Storm Water discharges shall not cause or contribute to an exceedance of applicable water quality standards
- Reduce Pollution to the Maximum Extent Practicable
  - 6 Minimum Control Measures cause new expenses
- Water Quality Based Effluent Limitations and Requirements
  - Special conditions for bacteria and phosphorus pollution
    - Nashua River
    - James Brook



# What is an MS4?

- Municipal Separate Storm Sewer System
- A conveyance or system of conveyances...owned by a municipality that discharges to waters of the U.S. and is:
  - Designed or used for collecting or conveying storm water
    - Roads, catch basins, outfalls, culverts, swales, ditches



# Funding Needed to Support New Costs

Most Communities Need to Cover:

- Regulatory Reporting
- Increase in Drainage System Operations & Maintenance Costs
- New Storm Water Treatment Systems
- Additional Equipment / Capital Purchases
- New Water Quality Monitoring and Testing
- ~~Public Works Staffing~~

Groton will not be hiring new staff



## So How are Communities Finding the Funds ?

- Carving it out of their existing annual budget
  - Compete with other General Fund programs (Schools, Police, Fire, etc.)
- Increasing their annual Public Works O&M budget
- Playing in the grant lottery
- Establishing a Storm Water Enterprise Fund



There are now between 1,500 – 2,000 Storm Water Utilities in the U.S.

# Where are the Storm Water Enterprise Funds in New England?

More than 20 active storm water enterprise funds (utilities) in NE:

- MA – Braintree, Chelmsford, Chicopee, Dracut, Fall River, Longmeadow, Milton, Newton, Northampton, Reading, Pepperell, Bellingham, and Westfield
- VT – Burlington, Colchester, South Burlington
- ME – Augusta, Bangor, Lewiston, and Portland
- CT – New London



## How does a Storm Water Enterprise Fund work?

- Approval at Town Meeting is required to adopt the Storm Water Enterprise Fund (Utility)
- Operates like a utility such as sewer or drinking water enterprise funds
  - Uses rate revenue for operation, maintenance, and/or capital expenditures
  - Funds cannot be used for any other purpose



## How does a Storm Water Enterprise Fund work?

- In Massachusetts, residential rates generally range from less than \$50/year to \$200/year
  - Reading \$40/year
  - Pepperell \$60/year
- In Groton, the revenue needed is proposed to be shared by parcels with impervious cover (developed parcels)
  - Owners of developed parcels travel on the Town's roads and impact the Town's storm water system



# Potential Storm Water Costs above Existing Costs

Initial cost estimates for the Town's needs resulted in over \$1 million over 5 years

| Outsourced Services   |            |            |            |            |            |              |
|---|------------|------------|------------|------------|------------|--------------|
| Yearly Costs for MS4 and Drainage System Maintenance and Upgrades |            |            |            |            |            |              |
| Years:  | 1          | 2          | 3          | 4          | 5          | Total        |
| Yearly Compliance Costs   | \$ 100,000 | \$ 100,000 | \$ 70,000  | \$ 50,000  | \$ 50,000  |              |
| Capital Projects  | \$ 50,000  | \$ 50,000  | \$ 50,000  | \$ 50,000  | \$ 50,000  |              |
| Catch Basin Cleaning  | \$ 25,000  | \$ 25,000  | \$ 25,000  | \$ 25,000  | \$ 25,000  |              |
| Street Sweeping   | \$ 15,000  | \$ 15,000  | \$ 15,000  | \$ 15,000  | \$ 15,000  |              |
| Vactor Truck*   | \$ 30,000  | \$ 30,000  | \$ 30,000  | \$ 30,000  | \$ 30,000  |              |
| Disposal, Misc Expenses   | \$ 10,000  | \$ 10,000  | \$ 10,000  | \$ 10,000  | \$ 10,000  |              |
| Subtotal  | \$ 230,000 | \$ 230,000 | \$ 200,000 | \$ 180,000 | \$ 180,000 | \$ 1,000,000 |
| Reserve Fund 25%  | \$ 57,500  | \$ 57,500  | \$ 50,000  | \$ 45,000  | \$ 40,000  |              |
| Grand Total   | \$ 287,500 | \$ 287,500 | \$ 250,000 | \$ 225,000 | \$ 225,000 | \$ 1,250,000 |
|   |            |            |            |            |            | Average:     |
| Cost per parcel per year:   | \$ 68      | \$ 68      | \$ 59      | \$ 53      | \$ 53      | \$ 60        |

Average Cost per Parcel

\* \$400,000 @ 3.5% for 20 years



# Vactor Truck for Cleaning Catch Basins, Culverts, Drain Lines

DPW proposes to fund a Vactor type truck through the proposed Storm Water Utility



## Reduced Costs from In-House Services

- DPW is already performing some of the new requirements
- Vactor truck allows DPW staff to complete catch basin cleaning more efficiently
  - This allows DPW to use in-house staff and equipment to increase street sweeping and perform other tasks

### In-House Services

#### Yearly Costs for MS4 and Drainage System Maintenance and Upgrades

| Years:                                       | 1                 | 2                 | 3                 | 4                 | 5                 | Total             |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Yearly Compliance Costs</b>               | \$ 80,000         | \$ 80,000         | \$ 50,000         | \$ 50,000         | \$ 50,000         |                   |
| <b>Capital Projects Reserves</b>             | \$ 25,000         | \$ 25,000         | \$ 25,000         | \$ 25,000         | \$ 25,000         |                   |
| Catch Basin Cleaning                         | --                | --                | --                | --                | --                |                   |
| Street Sweeping                              | --                | --                | --                | --                | --                |                   |
| <b>Vactor Truck*</b>                         | \$ 30,000         | \$ 30,000         | \$ 30,000         | \$ 30,000         | \$ 30,000         |                   |
| <b>Disposal, Misc Expenses</b>               | \$ 10,000         | \$ 10,000         | \$ 10,000         | \$ 10,000         | \$ 10,000         |                   |
| <b>Subtotal</b>                              | <b>\$ 145,000</b> | <b>\$ 145,000</b> | <b>\$ 115,000</b> | <b>\$ 115,000</b> | <b>\$ 115,000</b> | <b>\$ 635,000</b> |
| Reserve Fund - with Capital Project Reserves | --                | --                | --                | --                | --                |                   |
| <b>Grand Total</b>                           | <b>\$ 145,000</b> | <b>\$ 145,000</b> | <b>\$ 115,000</b> | <b>\$ 115,000</b> | <b>\$ 115,000</b> | <b>\$ 635,000</b> |
|  |                   |                   |                   |                   |                   | Average:          |
| <b>Cost per parcel per year:</b>             | <b>\$ 34</b>      | <b>\$ 34</b>      | <b>\$ 27</b>      | <b>\$ 27</b>      | <b>\$ 27</b>      | <b>\$ 30</b>      |

Average Cost per Parcel

\* \$400,000 @ 3.5% for 20 years



## Town Meeting Warrant Article

### ADOPT MGL CH.44, SECT. 53 F ½: STORM WATER ENTERPRISE FUND:

To see if the Town will vote to accept the provisions of Chapter 44, Section 53F ½ of the Massachusetts General Laws, which would authorize establishment of an Enterprise Fund for the Groton Stormwater Utility, and further, effective in Fiscal Year 2021, beginning on July 1, 2020, by amending General Bylaw Chapter 154 – Illicit Discharges to Municipal Separate Storm Drain System...



# **Stormwater Utility Enterprise Fund – Frequently Asked Questions**

## **Revised for February 18, 2020 Public Hearing**

Stormwater management costs have been escalating for Massachusetts municipalities due to new regulations and aging drainage systems. The Earth Removal and Stormwater Advisory Committee has compared stormwater funding alternatives across the state and is now exploring the details of creating an Enterprise Fund with a stormwater fee, with input from town departments, town committees, and the public. At the 2020 Spring Town Meeting, residents will be asked to vote on the creation of a Stormwater Utility Enterprise Fund – an accounting mechanism to ensure revenue is dedicated solely to cover stormwater management costs.

### **What is stormwater?**

Stormwater is the water that runs off the land surface when it rains or snow melts. It enters the Town's drainage system and flows directly to surface waters such as ponds, lakes, rivers, streams, and wetlands. The runoff is usually not treated and can become polluted. Stormwater runoff is also the greatest contributor to localized flooding.

### **What is polluted stormwater runoff?**

Developed areas such as parking lots, buildings, roadways and other hardened "impervious surfaces" exist throughout Town. When it rains, water runs off these impervious surfaces and picks up pet waste, oil, sand, fertilizers, trash, and other pollutants. The water then flows into gutters and storm drains which discharge into our waterways or cause flooding.

When these pollutants enter water bodies, they can contaminate drinking water supplies, hinder recreation activities, and harm aquatic and other wildlife habitats. In addition to washing pollutants into our surface waters, improperly managed stormwater runoff can result in soil erosion and flooding. The Nashua River and James Brook in particular are impaired due to bacteria and excess phosphorus, largely because of stormwater runoff.

### **What is stormwater infrastructure?**

Stormwater runoff is collected through streets and curbing, and typically captured by catch basins, manholes, drainage pipes, and eventually to outfalls or discharge points. These systems discharge into local waterways, which are themselves a critical part of Groton's stormwater system.

### **Why do we need to establish a Stormwater Enterprise Fund?**

The United States Environmental Protection Agency (EPA) requires the Town to develop a stormwater management program that reduces the discharge of pollutants to our stormwater drainage system and waterways. The Town is required to be in full compliance with the program specified in our National Pollutant Discharge Elimination System (NPDES) Phase II permit. The permit's goal is to reduce the pollutants to the maximum extent practical to protect water quality, and reduce flooding.

# **Stormwater Utility Enterprise Fund – Frequently Asked Questions**

## **Revised for February 18, 2020 Public Hearing**

A Stormwater Utility Enterprise Fund will provide a dedicated and adequate source of funding for the costs of managing our stormwater (drainage) system as required by the EPA. The current level of funding is not sufficient to meet the minimum permit requirements and to keep up with needed capital programs.

### **How has Groton been Funding Stormwater Management?**

The Department of Public Works manages the Town's stormwater program. Tax revenue collected for the General Fund pays for the department's budget, including staff time, maintenance, repairs, and large projects. Funding for stormwater competes with other local priorities such as education and public safety. The more stringent requirements of the Phase II permit are beyond normal DPW functions.

### **What are the benefits of an enterprise fund?**

An enterprise fund allows the Town to collect and apply revenue specifically to stormwater management costs. Funds can accumulate for future capital projects and cannot be used for any other purpose. An enterprise fund improves transparency by tracking revenues and expenditures. Enterprise funds are growing in popularity and the state recommends them as an accounting mechanism for stormwater management.

### **For what purposes will the Stormwater Utility Enterprise Fund revenue be used?**

By state law, all Enterprise Fund revenue may be appropriated only for expenditures relating to the Enterprise Fund, and cannot be transferred to the General Fund. To maintain its permit coverage, the Town must undertake additional responsibilities to control pollution in stormwater. Some of these responsibilities include:

- Creation of a detailed drainage system map showing the area draining to each outfall
- Increased street sweeping and cleaning of catch basins
- Detection and removal of illicit discharges of pollutants to the drainage system
- Planning, construction, and maintenance of stormwater management structures
- Sampling and testing of stormwater
- Purchase and maintenance of specialty equipment
- Development of good housekeeping practices and pollution prevention plans for Town properties and infrastructure
- Permit administration and reporting including annual reports to the EPA

### **What does the Town Meeting article do and what happens if it is adopted?**

Approval at Town Meeting is required to adopt the Stormwater Utility Enterprise Fund. If voters approve the Article, the Select Board will create the enterprise fund. The funding mechanism for the enterprise fund will be developed as part of the Utility's rules and regulations, supported by a detailed accounting of stormwater management costs and revenue projections with public input.

# **Stormwater Utility Enterprise Fund – Frequently Asked Questions**

## **Revised for February 18, 2020 Public Hearing**

### **What are the benefits?**

- ✓ The Town will meet all the requirements of the EPA's revised permit
- ✓ The program will protect the quality of our waterways
- ✓ We will develop long-range planning
- ✓ The Town will enhance its regular drainage maintenance to instill a proactive approach, rather than a reactive approach
- ✓ Long range planning of drainage projects will be more cost-effective by prioritizing

### **Funding FAQs**

#### **Which method is being considered to support the Stormwater Utility Enterprise Fund?**

The funding mechanism is proposed to be a simple fee on developed privately owned properties. This would include residential and commercial properties, as well as private educational, nonprofit, utility, and other tax-exempt properties. Developed property indicate that users of the property also use municipal properties, which include streets, sidewalks, and parking lots.

Municipal and state/federal properties are exempt because the fee will be distributed to all property owners to manage stormwater on these properties, which include streets, sidewalks, and parking lots.

Undeveloped property and conservation land (without impervious surfaces), as listed in the land use codes, are the only categories of privately owned properties that will not be assessed a stormwater fee.

#### **Are taxes already paying the Department of Public Works to do these tasks?**

Much of the permit compliance will involve work normally outsourced, such as water quality testing and sampling. The DPW performs system maintenance including sweeping streets, cleaning catch basins, and rebuilding drainage infrastructure, but the new permit increases the frequency of much of this routine work. The DPW has proposed means and methods to continue with these tasks and keep up with the new requirements without needing additional staff.

#### **How will the Enterprise Fund budget be determined?**

Initial estimates of the cost to comply with the new stormwater management regulations for the first 5 years is approximately \$250,000 to \$300,000 per year. This does not include all of the day-to-day activities already performed by the Town to maintain our stormwater systems.

To minimize the additional costs to Groton property owners, the Town is evaluating the feasibility of self-performing many of the required tasks with existing staff and equipment, and

# **Stormwater Utility Enterprise Fund – Frequently Asked Questions**

## **Revised for February 18, 2020 Public Hearing**

funding the work under the DPW's annual budget. Minimizing outsourcing of the permit compliance tasks may reduce the annual burden to approximately \$100,000 to \$150,000 per year.

### **What is the cost to residents and business owners?**

The approximate cost per property could be from \$5 to \$10 per quarter, pending a detailed assessment of costs to comply with the new permit and a count of properties.

### **Will property owners be assessed a fee if their developed property is located on a private way, is mostly forested or wetlands, has a stormwater treatment system, or is on a town-accepted street that does not have catch basins or storm drains?**

Yes, the property owners will be assessed a storm water fee because impervious surfaces still produce runoff, and developed property owners use municipal properties, which include streets, sidewalks, and parking lots.

### **Is this a tax?**

No, this is a utility fee for services provided, not unlike the water and sewer utilities. Certain parcels also have the opportunity to opt out of the fee by fulfilling the following criteria:

1. The parcel is a 501(c)(3) designated property for the purpose of protecting open space for conservation, or
2. The parcel is returned to an undeveloped state.

### **Do I have to pay this fee?**

Yes, failure to pay the Stormwater fee may result in a lien on your property.

### **Why is a tax increase not being considered?**

Not all parcels in town are taxed. Some parcels/properties, such as private schools and churches, are tax exempt yet significantly affect stormwater. Additionally, a tax based method would put mandatory stormwater tasks in competition with other General Fund needs (police, fire, schools) that could jeopardize permit compliance.

### **How are other Towns complying with this mandate?**

Many Massachusetts communities have instituted or authorized a utility including Reading, Newton, Gloucester, Fall River, Yarmouth, Westfield, Chicopee, Northampton, Milton, and Pepperell. Additional details regarding the MS4 Permit can be found at this location:

<https://www.epa.gov/npdes-permits/massachusetts-small-ms4-general-permit>)

**Outsourced Services**  
**Yearly Costs for MS4 and Drainage System Maintenance and Upgrades**

| Years:                    | 1                 | 2                 | 3                 | 4                 | 5                 | Total               |
|---------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Yearly Compliance Costs   | \$ 100,000        | \$ 100,000        | \$ 70,000         | \$ 50,000         | \$ 50,000         |                     |
| Capital Projects          | \$ 50,000         | \$ 50,000         | \$ 50,000         | \$ 50,000         | \$ 50,000         |                     |
| Catch Basin Cleaning      | \$ 25,000         | \$ 25,000         | \$ 25,000         | \$ 25,000         | \$ 25,000         |                     |
| Street Sweeping           | \$ 15,000         | \$ 15,000         | \$ 15,000         | \$ 15,000         | \$ 15,000         |                     |
| Vactor *                  | \$ 30,000         | \$ 30,000         | \$ 30,000         | \$ 30,000         | \$ 30,000         |                     |
| Disposal, Misc Expenses   | \$ 10,000         | \$ 10,000         | \$ 10,000         | \$ 10,000         | \$ 10,000         |                     |
|                           | <b>\$ 230,000</b> | <b>\$ 230,000</b> | <b>\$ 200,000</b> | <b>\$ 180,000</b> | <b>\$ 180,000</b> | <b>\$ 1,000,000</b> |
| Reserve Fund 25%          | \$ 57,500         | \$ 57,500         | \$ 50,000         | \$ 45,000         | \$ 40,000         |                     |
|                           | <b>\$ 287,500</b> | <b>\$ 287,500</b> | <b>\$ 250,000</b> | <b>\$ 225,000</b> | <b>\$ 225,000</b> | <b>\$ 1,250,000</b> |
|                           |                   |                   |                   |                   |                   | <b>Average:</b>     |
| Cost per parcel per year: | <b>\$ 68</b>      | <b>\$ 68</b>      | <b>\$ 59</b>      | <b>\$ 53</b>      | <b>\$ 53</b>      | <b>\$ 60</b>        |

\* \$400,000 @ 3.5% for 20 years

**In-House Services**  
**Yearly Costs for MS4 and Drainage System Maintenance and Upgrades**

| Years:                                       | 1                 | 2                 | 3                 | 4                 | 5                 | Total             |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Yearly Compliance Costs</b>               | \$ 80,000         | \$ 80,000         | \$ 50,000         | \$ 50,000         | \$ 50,000         |                   |
| <b>Capital Projects Reserves</b>             | \$ 25,000         | \$ 25,000         | \$ 25,000         | \$ 25,000         | \$ 25,000         |                   |
| Catch Basin Cleaning                         | --                | --                | --                | --                | --                |                   |
| Street Sweeping                              | --                | --                | --                | --                | --                |                   |
| <b>Vactor *</b>                              | \$ 30,000         | \$ 30,000         | \$ 30,000         | \$ 30,000         | \$ 30,000         |                   |
| <b>Disposal, Misc Expenses</b>               | \$ 10,000         | \$ 10,000         | \$ 10,000         | \$ 10,000         | \$ 10,000         |                   |
|  | <b>\$ 145,000</b> | <b>\$ 145,000</b> | <b>\$ 115,000</b> | <b>\$ 115,000</b> | <b>\$ 115,000</b> | <b>\$ 635,000</b> |
| Reserve Fund - with Capital Project Reserves | --                | --                | --                | --                | --                |                   |
|  | <b>\$ 145,000</b> | <b>\$ 145,000</b> | <b>\$ 115,000</b> | <b>\$ 115,000</b> | <b>\$ 115,000</b> | <b>\$ 635,000</b> |
|  |                   |                   |                   |                   |                   | <b>Average:</b>   |
| <b>Cost per parcel per year:</b>             | <b>\$ 34</b>      | <b>\$ 34</b>      | <b>\$ 27</b>      | <b>\$ 27</b>      | <b>\$ 27</b>      | <b>\$ 30</b>      |

\* \$400,000 @ 3.5% for 20 years

## Dawn Dunbar

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**From:** Town of Groton <mchiasson@townofgroton.org>  
**Sent:** Tuesday, January 21, 2020 7:11 AM  
**To:** Select Board  
**Subject:** New Committee Interest Form Entry

**Name**

Gail Chalmers

**Phone Number**

978 448-6613

**Email**

[chalmersnh@comcast.net](mailto:chalmersnh@comcast.net)

**What Committee Are You Interested In Joining?**

The Town of Groton Parks Commission

**Please give us a brief explanation of why you are interested**

My interest in the Parks Commission comes from my work with the elderly. I have had the opportunity to visit many of the parks because this. I love how our town works to make all our parks accessible to all. I have always been a "working volunteer" for the town and plan to do so if appointed.

**SELECT BOARD MEETING MINUTES  
MONDAY, FEBRUARY 10, 2020  
UN-APPROVED**

**SB Members Present:** Alison S. Manugian, Chair; Joshua A. Degen, Vice Chair; John R. Giger, Member; Rebecca H. Pine, Member

**Member Absent:** John F. Reilly, Clerk

**Also Present:** Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant

Ms. Manugian called the meeting to order at 7:00pm and reviewed the agenda.

**TOWN MANAGER'S REPORT**

1. Mr. Haddad said that Michael Hartnett was in attendance for the Board to sign the Bond and BAN for various Capital Projects that went out to bid last week. He said that their AAA Bond Rating really made their bonds attractive to the various bidders. Her said that the Town did incredibly well for the permanent 20-year BOND and the 1-year BAN. Mr. Haddad said that the bid process for both was extremely active and competitive consisting of twelve bidders for the Bond and six bidders for the BAN. Mr. Haddad said that the winning bid was as follows:

*Piper Sandler & Co.*

*Bond:* \$6,251,125

*True Interest Cost* 1.832%

*Premium:* \$501,692

DPW Garage: \$4,613,000 (excluded debt)

Library Roof: \$1,130,000 (excluded debt)

Fire Truck: \$508,125 (Not Excluded)

Mr. Haddad said that the given the substantial bond premium that Piper Sandler & Co. added to their bid, the Town would now be able to offset the remaining premium, after paying issuance costs, against the amount to be borrowed, which resulted in the bond issue being reduced for debt service purposes to \$5,835,000.

Mr. Haddad said that winning bid on the BAN was as follows:

*Oppenheimer & Co.*

*BAN:* \$843,454

*Net interest Cost:* 1.41%

*Premium:* \$760

Safety Radios: \$424,112 (Not Excluded)

Highway Equipment: \$176,022 (Not Excluded- part of annual CAP Stab. Budget)

Whitney Well: \$243,320 (100% Water Enterprise ratepayer supported)

Mr. Haddad said that the Board needed to appoint a temporary Clerk in the absence of its Clerk that night. He said he sent the Board the vote and would ask that they authorize the Clerk to say the Board voted to authorize the bond and ban.

*Mr. Degen moved to appoint John Giger as temporary clerk that night. Ms. Pine seconded the motion. The motion carried unanimously.*

*Mr. Degen moved to authorize the temporary Clerk to sign a permanent 20-year bond and a one-year BAN bond with Piper and Sandler company for \$6,251,125 and BAN for \$843,454 with the terms as explained within the document attached to the minutes of the meeting. Ms. Pine seconded the motion. Roll Call: Manugian-aye; Degen-aye; Pine-aye; Giger-aye*

2. Mr. Haddad said that he had set aside time for the Board to continue its discussion on how to fill the vacancy on the Affordable Housing Trust. He said that the Board asked for a summary of duties for the various housing committees in Town that dealt with Housing Issues, including the Housing Partnership, the Housing Authority and the Affordable Housing Trust. He said that he had provided the Board with the charges of those committees. Ms. Collette provided her recollection of the creation of the Partnership.

Ms. Manugian asked what the on-going benefit of having the Affordable Housing Trust was. Ms. Stanley said that it was created to take advantage of funding that was available at the time of creation. She said that each had their own benefits and reviewed them briefly. Ms. Pine said that the Trust could also fundraise toward affordable housing. She said that a number of Towns had a member of the Trust sit on the CPC adding Groton had not done that.

Mr. Giger said that he had a concern about having three organizations that hadn't come together to work toward a specific agenda. Mr. Cunningham said that they had their own distinct roles. He said that the Partnership had worked with developers to work with the AHT as an example on potential affordable housing.

Mr. Degen said that the AHT had the ability to apply for CPA funds. He said that if a project was to come forward, they could apply for that money to fund a project including the mortgage if it so chose. Mr. Degen said that a housing summit would be a good idea once the Housing Production Plan was completed.

Mr. Giger said that either of 2 organizations could talk to developers adding he didn't see how it worked. Mr. Cunningham said that the developers the Partnership saw would come to discuss their plans and allow the Partnership to react to it including recommendations. Ms. Stanley said that the job of the Housing Coordinator's was to follow the committees. She said that the Trust had been focused on Boynton Meadows for some time; that the Authority had been busy with the properties they owned and managed, while the Partnership was the first point of contact for LIP projects and developers with project ideas. Mr. Giger said he saw overlap between with Trust and Partnership and wondered how they could collaborate more. Mr. Degen said that the role of the Partnership was to sit with developers in a non-adversarial role. He said that they acted as a mediator between the developer and the Select Board to help shepherd through potential projects. Ms. Pine said that the Trust would be involved if there was a means of funding units to create additional units. She said that Ms. Stanley was very good with keeping the Trust up to speed on what is going on. Mr. Cunningham said that they were not there to seek out projects. Mr. Giger said that he was looking for proactive work. Ms. Pine said that they were waiting for the Housing Production Plan to be completed to see what potential town-owned land was available to them. Mr. Degen said he understood Mr. Giger's concern about having 3 different entities but was convinced that they each had their own jurisdictional duties.

Ms. Pine said she wanted to remind them that this discussion came up because of a vacancy on the Trust. Mr. Giger said he didn't think they needed to have more Select Board members involved.

3. Mr. Haddad asked the Board to consider appointing Johnathan Basch to the Invasive Species Committee.

*Mr. Degen moved to appoint Jonathan Basch to the Invasive Species Committee through June 30, 2020. Ms. Pine seconded the motion. The motion carried unanimously.*

4. Mr. Haddad said that Select Board Member Pine and Park Commissioner Don Black had discussed and tentatively both agreed to the draft Policy on naming Parks and Commons. Mr. Black shared it with the Park Commission at their meeting last week, but would like to have the full Board vote on it, which will not happen until their next meeting in early March.
5. Ms. Manugian asked what was different than what they had. Ms. Pine said that they included a detailed list of all town-owned properties. She said that the policy focused on naming parks, commons and memorial benches which all differed. She said that they worked to bring forward a process for naming a property. She said that elements were the same but differed from the existing.

Mr. Giger said that he had a concern about a *structure*. He suggested language that town property leased by the school district from the town was exempt. Ms. Pine said that they could say this policy didn't apply to school buildings. Mr. Degen said he thought they were talking about common and parks and was concerned about using the word *structures*. Mr. Degen suggested naming benches, flag poles, fields, etc. so that you didn't have people wanting sidewalks named. Ms. Manugian said she shared Mr. Degen's concerns. Ms. Manugian said that she also thought the Park Commission and the Select Board could decide jointly. Mr. Degen suggested limiting it to naming fields, parks and commons. He suggested allowing the Park Commission to name benches, gardens, etc. within the Parks that was under their jurisdiction. Ms. Pine said she would bring back another draft to a later meeting.

6. Mr. Haddad said that Select Board Member Giger had suggested that the Board take the following action at Monday's meeting: (1) notify all boards, committees, commissions that the Policy for appointment of Select Board Members as Liaisons to various entities has changed; (2) provide each entity previously entitled to a Select Board liaison with a copy of the new Liaison Policy; (3) assigned Select Board members to the various entities entitled to have a Liaison under the new policy; and (4) notify the various entities entitled to have a Liaison under the new policy who their Select Board liaison is now. Mr. Haddad said that the new assignments would run from now until the next Town election.

There was a discussion about how liaisons only to elected boards came about. Ms. Pine said she would be the liaison to the Housing Authority. Mr. Degen said he would take on as liaison of the Trust Fund Commissioners as the suggestion of Ms. Manugian. Mr. Degen asked that those elected entities be notified if there is something on their agenda pertinent to the Select Board. Mr. Giger suggested trying to make as many of their meetings as they can.

7. Mr. Haddad said that he updated the Select Board meeting schedule through Town Meeting.
8. Mr. Haddad said that he thought Saturday's meeting on the budget was excellent. He said that they had a lot of information before them. Mr. Haddad said that he provided a list of sample reductions and asked that it be presented as such, a sample. Mr. Robertson said that he also made his own list adding there was a lot of potentials. Mr. Haddad said that the Board needed to discuss their feelings on a potential override as would the Finance Committee at their upcoming meetings. He said that Town Meeting was right around the corner and a decision had to be made soon. Ms. Manugian said she didn't support contemplating an override at this point. She said it would be hard to explain and would jeopardize FloRo net year. Ms. Pine said she wasn't sure how to explain an override now adding there wasn't a lot of time. Mr. Haddad said that they worked hard over the summer to estimate FY21. He said that biggest unknowns were health insurance, GDRSD assessment, and Nashoba Tech all which didn't come to the Town until after the budget was supplied. He said it was hard to do this any differently. Mr. Giger said that all state aid was an estimate also because the Governor's budget was not finalized until June. Ms. Pine said she did not favor an override adding she wasn't sure about asking for a 5-year override also. Ms. Manugian said that it felt like every year they predicted an override for the next several years adding they hadn't needed one yet. She said she would need to see dramatic cuts in real time first. Mr. Degen said that he had changed his position this year adding they didn't need it but strongly believed that unless the Town Manager was successful in negotiating contracts controlling those costs, they would need one in the future. Mr. Haddad said that everything on the town side was driven by the lack of state aid for the schools. He said that if there was a way to work with the school district, they might never need an override. Mr. Haddad said he wanted to continue to work with them.

#### **ON-GOING ISSUES**

A: Mr. Haddad said that they were going out to bid on March 11th with bids due on April 15th for the sprinkler system at the Prescott School.

B: Mr. Haddad said that they were continuing to work with DEP and the Water Commission on the manganese issue.

E: Mr. Haddad said that they had been designated as a Green Community adding they had received a \$138K grant they could spend on projects. He said that they put together their list of projects today and would bring the project list to the Board on February 24th.

F: Mr. Haddad said that he sent the Board a copy of the PDP for Florence Roche. Ms. Pine asked if there was an executive summary because it was so large. Ms. Manugian said that they should focus on the first 8 sections of the report.  
G: Mr. Haddad said that Highway Garage project was just about done.

#### **MINUTES**

*Mr. Degen moved to approve the meeting minutes of February 3, 2020 as submitted. Mr. Giger seconded the motion. The motion carried unanimously.*

The meeting adjourned at 8:52pm.

Approved: \_\_\_\_\_  
John Reilly, Clerk

\_\_\_\_\_ respectfully submitted:  
Dawn Dunbar, Executive Assistant

Date Approved:

## VOTE OF THE SELECT BOARD

I, the Clerk of the Select Board of the Town of Groton, Massachusetts (the "Town"), certify that at a meeting of the board held February 10, 2020, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Further Voted: that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the \$508,125 borrowing authorized by the vote of the Town passed April 29, 2019 (Article 6) is hereby determined pursuant to G.L. c.44, §7(1) to be as follows:

| <u>Purpose</u> | <u>Borrowing Amount</u> | <u>Maximum Useful Life</u> |
|----------------|-------------------------|----------------------------|
| Fire Truck     | \$508,125               | 20 Years                   |

Further Voted: that the sale of the \$5,835,000 General Obligation Municipal Purpose Loan of 2020 Bonds of the Town dated February 20, 2020 (the "Bonds"), to Piper Sandler & Co. at the price of \$6,307,328.66 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on February 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

| <u>Year</u> | <u>Amount</u> | <u>Interest Rate</u> | <u>Year</u> | <u>Amount</u> | <u>Interest Rate</u> |
|-------------|---------------|----------------------|-------------|---------------|----------------------|
| 2021        | \$295,000     | 4.00%                | 2031        | \$295,000     | 2.00%                |
| 2022        | 295,000       | 4.00                 | 2032        | 295,000       | 2.00                 |
| 2023        | 295,000       | 4.00                 | 2033        | 290,000       | 2.00                 |
| 2024        | 295,000       | 2.00                 | 2034        | 290,000       | 2.00                 |
| 2025        | 295,000       | 2.00                 | 2035        | 290,000       | 2.00                 |
| 2026        | 295,000       | 5.00                 | 2036        | 290,000       | 2.00                 |
| 2027        | 295,000       | 5.00                 | 2037        | 290,000       | 2.00                 |
| 2028        | 295,000       | 5.00                 | 2038        | 290,000       | 2.125                |
| 2029        | 295,000       | 5.00                 | 2039        | 290,000       | 2.15                 |
| 2030        | 295,000       | 5.00                 | 2040        | 265,000       | 2.20                 |

Further Voted: to approve the sale of a \$843,454 1.50 percent General Obligation Bond Anticipation Note of the Town dated February 21, 2020 and payable February 19, 2021 (the "Note"), to be issued through the State House note program, to Oppenheimer & Co., at par and accrued interest, if any, plus a premium of \$760.

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement and Addendum thereto, each dated January 29, 2020, and a final Official Statement dated

February 6, 2020 (the "Official Statement"), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds as applicable, for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and Notes and to comply with relevant securities laws.

Further Voted: that each member of the Select Board, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds or the Notes were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: February 10, 2020

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Clerk of the Select Board