

Select Board Meeting Packet

July 27, 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*
Rebecca H. Pine, *Clerk*
John R. Giger, *Member*
John F. Reilly, *Member*

SELECT BOARD MEETING

MONDAY, JULY 27, 2020

AGENDA

VIRTUAL MEETING

BROADCAST ON ZOOM AND THE GROTON CHANNEL
PURSUANT TO GOVERNOR'S EXECUTIVE ORDER
CONCERNING THE OPEN MEETING LAW
ZOOM MEETING ID: 836 3433 0210

- 6:00 P.M. Executive Session – Pursuant to M.G.L. c. 30A, §21(a), Clause 1 – “To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or discuss the discipline or dismissal or, or complaints or charges against, a public officer, employee, staff member or individual.” or Clause 2 – “To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel” – Purpose - Town Counsel
- 7:00 P.M. Executive Session – Pursuant to M.G.L. c. 30A, §21(a), Clause 3 – “To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares. – Purpose – MCAD Complaint
- 7:30 P.M. Announcements and Review Agenda for the Public
- 7:35 P.M. Public Comment Period
- I. 7:40 P.M. Town Manager's Report
1. Select Board's Agenda Schedule
 2. Address Any Changes in Emergency Protocols – Update on Town Action
 3. Review Any New Information from the Commonwealth
 4. Consider Appointment of Leonard Adjetej to the Personnel Board
 5. Consider Ratifying the Appointment by the Town Manager of Steven Munroe as a Truck Driver/Laborer for the Groton Department of Public Works
 6. Consider Request from Library Trustees to Lift Hiring Freeze
 7. FY 2020 Fourth Quarter Financial Review
 8. Review Proposed Amendments to Dog Bylaw – Consider Permanent Leash Law
 9. Approve Intermunicipal Agreement with Groton Dunstable Regional School District
 10. Update on Select Board Schedule through Labor Day

OTHER BUSINESS

- Review and Approve Diversity Committee Charge

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

SELECT BOARD LIAISON REPORTS

- II. Minutes: Virtual Meeting of July 13, 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: *July 27, 2020*

1. Please note that Monday's meeting will begin at 6:00 p.m. with two Executive Sessions. I have provided information relative to these two Executive Sessions under separate cover. The regular meeting will commence at the conclusion of the executive sessions or at 7:30 p.m., whichever comes later. In addition to the Town Manager's Report and an update on the On-going issues list, there is one item for discussion at Monday's meeting. Select Board Member Degen has provided the final draft of the charge of the proposed Diversity Committee. It is attached to this report for your review and consideration.
2. As of the writing of this report, I have no specific update on Town Action relative to the COVID-19 Pandemic. We continue to operate under the protocols approved by the Select Board and there are no issues to report.
3. As of the writing of this report, I have no specific update on State protocols. I will provide the Board with any additional changes in State protocols at Monday's meeting.
4. There are currently two vacancies on the Personnel Board. Leonard Adjetey has expressed an interest in serving on the Board. Melisa Doig and Bud Robertson interviewed Mr. Adjetey and are recommending that the Select Board appoint him to fill one of the vacancies on the Board with a term to expire on June 30, 2023. I would respectfully request that the Board consider making this appointment at Monday's meeting.
5. The Select Board had previously voted to lift the hiring freeze and allow us to fill one of the two vacancies on the Highway Department. We had made an initial appointment last month, but that individual did not work out. We re-advertised the vacancy and Tom Delaney has asked me to appoint Steven Munroe of Townsend as a Truck Driver/Laborer on the Highway Department. I have, in fact, made this appointment and I would respectfully request that the Board consider ratifying this appointment at Monday's meeting.
6. Enclosed with this report is an email from the Library Director, on behalf of the Board of Library Trustees, requesting that the Select Board lift the hiring freeze and allow the Library to replace some of their vacant positions. The email provides you with a breakdown of their request. Given the amount of activity at the Library at this time, I am in support of this request and would respectfully request that the Board consider lifting the hiring freeze and allow the Library Trustees to fill those vacancies. Library Director Vanessa Abraham and Trustees Mark Gerath and Kristen Von-Campe will be in attendance at Monday's meeting to discuss this in more detail with the Board.

7. Enclosed with this report is the Fiscal Year 2020 Fourth Quarter Financial Report as prepared by the Town Accountant. I would like to spend some time at Monday's meeting reviewing this Report with the Board.
8. As you will recall, we had originally placed an Article on the 2020 Spring Town Meeting Warrant to update the Dog Bylaw to bring it into compliance with State Law. We ultimately determined to remove the Article and bring it back at the 2020 Fall Town Meeting. Enclosed with this report is the proposed article to accomplish this update. During the Emergency Declaration, the Select Board instituted a temporary "leash law" on public property. While some will argue that we already have a "leash law", I believe the current Bylaw leaves that to the interpretation of the Animal Control Officer. Specifically, I call your attention to the following definitions (highlighted in yellow on the enclosed Bylaw amendment):

Physical Control - Control of a dog with a restraint.

Public Disturbance – (B) - Being upon any public park, playground schoolyard, beach or in any place to which the public has a right of access while not under the physical control of its owner or keeper. The determination of physical control shall be that of the Animal Control Officer.

Restraint - The control of a dog by physical means, such as a leash, fence or other means of physically confining or restraining a dog.

When you read these definitions, it leaves the definition of "restraint" to the interpretation of the Animal Control Officer. A restraint could be a wireless electric collar, for example. I am bringing this to the Board and asking if you want to clear up any confusion and/or make the temporary "leash law" permanent by amending the definition of Public Disturbance by removing the sentence "*The determination of physical control shall be that of the Animal Control Officer,*" and amending the definition of "Restraint" to read as follows:

Restraint - The control of a dog by a fence or chain or lead (leash) not exceeding seven feet in length that is of suitable test for the size of a dog that is being restrained.

I believe this removes any ambiguity. We can discuss this in more detail at Monday's meeting.

9. I had presented to the Select Board, GDRSD Committee and Finance Committee a proposed Intermunicipal Agreement (IMA) to allow the Town of Groton to bond the funds on behalf of the School District to construct a new Florence Roche Elementary School. The Board had requested that I request that Town Counsel review and comment on the proposed IMA. That has happened and Bond Counsel made some minor revisions to the IMA to reflect comments received from Town Counsel. Attached to this report is a red-lined draft of the original proposal. I would respectfully request that the Select Board consider approving this IMA at Monday's meeting. Once approved, I will forward it to the GDRSD Committee for their approval.

**Select Board
Weekly Report
July 27, 2020
page three**

8. Please see the following update to the Select Board's Meeting Schedule through Labor Day:

Monday, July 27, 2020	-Already Posted
Wednesday July 29, 2020	-Goal Setting Workshop
Monday, August 10, 2020	-Review First Draft of Fall Town Meeting Warrant -Review and Approve Proposed Annual Goals -Town Manager's Annual Performance Review -First Public Hearing on Developing MS4 Permit Fee
Monday, August 24, 2020	-Public Hearing for Fall Town Meeting Warrant -If RFP for Town Counsel – Review Proposals -Executive Session Minute Review
Tuesday, September 8, 2020	-Follow-Up on MS4 Permit Fee -Continue Public Hearing on Warrant for 2020 FTM

MWH/rjb
Enclosures

DTF Committee Charge: Study the causes of systemic racism and stereotypes attached to race, religion, ethnicity, sexual orientation and culture. Meet with local and state stakeholder groups to discuss methods to identify areas that need to be evaluated to determine if they are still appropriate in today's culture. Provide observations and give recommendations to the SelectBoard. The committee will suggest ideas to help to educate the citizens of Groton and make it a more welcoming community.

Term: The DTF will meet weekly for a six-month term beginning in August 2020 and continue through the end of January 2021. An interim report along with an Executive Summary will be delivered no later than [February 15, 2021](#) to both the SelectBoard and the GDRSD. Should the SelectBoard choose to continue the committee they may do so via voice vote.

Committee Membership (11):

- 1 member of the community with a disability
- 1 member Groton SelectBoard
- 1 member GDRSC Rafael Glod
- 1 member of Groton Interfaith Council
- 1 member of the Racial Justice Community Group/Better Groton
- 1 Groton Council on Aging member
- 1 Community Member at Large
- 1 Member Groton School
- 1 Member Lawrence Academy
- 1 Town Hall Senior Staff Member
- 1 Library Director or Designee

LEONARD A. ADJETEY, J.D., M.S.P.S.
(617) 595-3250 • kwamegamble@gmail.com

Professional Summary

- Experienced regulatory compliance professional with a track record of successful risk recognition and assessment
- Aligned business objectives with compliance standards to yield better organizational understanding of complex regulatory requirements
- Assembled compliance team with strong business-building focus, talent and expertise to serve entire business, customers and stakeholders
- Offer 10+ years of ensuring compliance for financial institutions, partnering with senior management and stakeholders to transform the compliance function into a competitive advantage

Professional Experience

Manager of Compliance and Regulations (August 2017 – December 2019)

Beyond Finance, Inc. Beverly, MA

- Managed a team of 10 Quality Assurance analysts within the compliance review function
- Oversaw annual risk assessment process
- Developed KRI metrics and worked with internal analytics teams to develop management reporting
- Managed state/federal agency inquiries and consumer complaints process and reporting with the aid of Salesforce and Five9
- Monitored changes in applicable laws and regulations and their effect on Company practices
- Determined and assigned applicable compliance courses to over 400 employees
- Established and monitored Compliance department KPIs and analytics for performance measurement
- Worked with stakeholders and investors to understand functional interdependencies, assess impact on effective process, and develop agreed optimized processes
- Led the standardization and harmonization of processes across compliance, operations and marketing business units
- Designed internal controls for mail-room operations to ensure sensitive correspondence were handled and tracked in accordance with internal procedures
- Collaborated successfully with company Executives, outside counsel and Private Equity firm (majority shareholder) to complete due diligence exercise related to the acquisition of a competitor
- Provided routine feedback to Executive management for process improvement
- Partnered with Operations, Technology, Analytics, Product, Marketing, Human Resources, Business Operations teams on strategic planning initiatives, product development, and reporting
- Developed the company's Consumer Financial Protection Bureau (CFPB) compliance audit and risk assessment plans
- Designed and conducted compliance control testing for adequacy and adherence to regulations
- Provided technical guidance on marketing materials and call scripts to ensure compliance with applicable laws and regulations

Senior Compliance Officer (February 2015 – November 2016)

Western Union, Denver, CO

- Conducted Anti-Money Laundering Program Reviews to assess the adequacy of agents' compliance with both government regulations and Western Union policy
- Ensured agent training materials were in-line with policy expectations
- Analyzed agent transactions to gain additional intelligence regarding emerging risk
- Provided guidance, policy interpretation and support to Western Union agents within territory
- Reviewed agent controls and policies, and recommended remedial actions with key account personnel

Assistant Bank Secrecy Act Officer (January 2007 – August 2013)

Century Bank, Medford, MA

- Led a team of four Bank Secrecy Act Specialists
- Managed strategies to help the bank comply with federal and state regulations
- Developed new methods to improve the Bank Secrecy Act department's processes
- Conducted analysis of current Anti-Money Laundering monitoring systems operations
- Researched and monitored changes in BSA and OFAC regulations so as to provide guidance to branch and BSA staff
- Analyzed instances of potentially suspicious financial activity using internal and external investigative tools
- Worked with Bank Secrecy Act Officer to develop policies and procedures based on new federal regulations
- Identified and analyzed potential fraud and suspicious account activity using fraud software
- Filed Suspicious Activity Reports

Education

University of Massachusetts School of Law, Dartmouth, MA

Juris Doctor (Jan. 2015)

- Research Assistant, Professor Shaun B. Spencer, Director of Legal Skills
- Team Member, AIPLA Giles Sutherland Rich Memorial Moot Court Competition

Suffolk University, Boston, MA

Master of Science in International Relations (May 2007)

Suffolk University, Boston, MA

Bachelor of Science in Sociology (May 2004)

Mark Haddad

From: Vanessa Abraham <vabraham@gpl.org>
Sent: Friday, July 17, 2020 4:07 PM
To: Mark Haddad
Cc: Melisa Doig
Subject: Library Hiring Freeze Position Requests
Attachments: Adult Prog Coor Lib Asst Posting July 2020.doc; PT Childrens Assistant July 2020.doc; Part-Time Circulation Assistant July 2020.doc

July 17, 2020

To: Town Manager Mark Haddad
From: Vanessa Abraham, Library Director
RE: Lifting Library Hiring Freeze Due to Critical Staffing Shortages

I am requesting the Select Board lift the hiring freeze for the following positions (job postings attached):

1. Adult Program Coordinator & Circulation Library Asst. position, 22 hours/week (memo forthcoming)
2. Part-Time Circulation Library Assistant, 10 hours/week (need 2; asking for 1)
3. Part-Time Children's Library Assistant, 10 hours/week (need 2; asking for 1)

I am also asking for permission to bring back the part-time Shelves into the library. They are our most affordable staff members, but as minors (both 16), we would make sure to schedule them when the building is not open to the public and during limited staffing times. (Akul is 18 but is off to college next month.)

Current Library Staff Shortages were critical before yesterday, when Lizzy, a 16-hour/week Circulation & Children's Library Assistant, gave notice she is leaving us for a full-time job at Sterling MA library. We're happy for her, but it couldn't have come at a worst time. Staffing levels that were critical are now desperate.

We were already down 49 hours a week of weekly year-round staff since January (Lauren Sanchez promoted; Diane McNamara resigned to care for family). Then we lost 13 hours a week for Shelves during the March furlough (down 62 hrs/week of staffing since), and now we are down another 16 hours with Lizzy's departure starting July 31, leaving us down **78 staffing hours per week** in August – an especially bad month already with staff members taking vacation weeks off – one with a required self-quarantine when he returns. Even with reduced service hours, we cannot keep up with workloads and service demands during this time of greatest need for reading, resources, connections, assistance, information, and engagement for residents of all ages.

Current Shortages:

- Adult Programs Coordinator & Circ. Asst.: 22 hrs/wk
- Two part-time Children's Library Assistants: 21 hrs/week
- Two part-time Circulation Library Assistants: 22 hrs/wk
- Three shelves on furlough: total 13 hrs/wk

(Please note: This 78 hours per week does not include any Sunday or Summer staffing hours, which would kick our staffing hours shortages each week to over 100 hours of staff time.)

Town of Groton
General Fund Statement of Revenues & Expenditures
June 30, 2020

	Current	July - June	Variance	4th Qtr	Final FY19	Final FY19	Variance	4th Qtr	% of Budget	
	Budget FY20	Actual FY20	to FY20 Budget	% of Budget	Budget	Actual	to FY19 Budget	% of Budget	Change	Notes
Revenue										
State Aid (Lottery/Exempts/Van)	971,581	1,079,211	107,630	111.08%	909,717	901,811	(7,906)	99.13%	112.05%	FY19 Qtr4 UGGA rec'd 1st Qtr FY20
Motor Vehicle/Boat Excise	1,577,642	1,718,301	140,659	108.92%	1,549,739	1,793,261	243,522	115.71%	94.13%	
Local Option Meals Tax	150,000	172,096	22,096	114.73%	120,000	168,570	48,570	140.48%	81.67%	FY20 Budget adj to reflect 3 yr history
Local Option Room Occupancy Tax	50,000	45,994	(4,006)	91.99%						FY20 is 1st year for Room Occ. Tax
Penalties and Interest on Taxes	90,000	93,835	3,835	104.26%	90,000	109,578	19,578	121.75%	85.63%	Penalty activity halted for COVID FY20
Payments in Lieu of Taxes	260,000	242,168	(17,832)	93.14%	260,000	281,907	21,907	108.43%	85.90%	LA FY20 Pilot rec'd FY21
Other Charges for Service (Dunst)	82,000	79,319	(2,681)	96.73%	67,000	68,815	1,815	102.71%	94.18%	
Country Club Revenue	493,838	323,711	(170,127)	65.55%	509,502	552,570	43,068	108.45%	60.44%	FY20 impacted by Covid Closures
Fees (incl Van vouchers)	289,737	340,328	50,591	117.46%	301,338	392,157	90,819	130.14%	90.26%	
Rentals (Cell Towers)	49,000	49,900	900	101.84%	51,012	52,766	1,754	103.44%	98.45%	
Library Fines	12,000	7,620	(4,380)	63.50%	12,000	10,395	(1,605)	86.63%	73.30%	Fine activity halted for COVID FY20
Other Departmental Revenue	700,000	517,610	(182,390)	73.94%	680,000	684,031	4,031	100.59%	73.51%	GELD 4th Qtr FY20 rec'd in FY21
Licenses and Permits	300,000	455,235	155,235	151.75%	306,000	413,343	107,343	135.08%	112.34%	
Fines and Forfeits	25,000	19,784	(5,216)	79.14%	25,000	17,688	(7,312)	70.75%	111.86%	
Investment Income	40,000	44,398	4,398	111.00%	20,000	94,991	74,991	474.96%	23.37%	FY20 Budget adj to reflect 3 yr history
Misc Non-recurring (State Aid)	0		0		0	59,241	59,241			
Misc (Bond Prem Amort & Other)	1,263	8,832	7,569	699.29%	1,650	28,705	27,055	1739.70%	40.20%	Bond PremAmort/111F Reimb/ Unclaimed Pro
Enterprise Allocation for Indirects	236,288	233,221	(3,067)	98.70%	237,633	227,899	(9,734)	95.90%	102.92%	
Real Estate and Personal Prop	33,723,200	33,332,029	(391,171)	98.84%	32,348,930	32,053,738	(295,192)	99.09%	99.75%	
Total Revenue	39,051,549	38,763,592	(287,957)	99.26%	37,489,521	37,911,466	421,945	101.13%	98.15%	
Expenditures (Operating Expenses)										
General Government	2,556,043	2,296,179	259,864	89.83%	2,480,565	2,303,303	177,262	92.85%	96.75%	
Public Safety General Fund**	4,391,829	4,024,150	367,679	91.63%	4,128,335	3,866,011	262,324	93.65%	97.84%	
Department of Public Works	2,250,122	2,224,602	25,520	98.87%	2,291,272	2,261,163	30,109	98.69%	100.18%	
Culture, Rec, & Citizen's Svcs	1,695,450	1,505,855	189,595	88.82%	1,677,500	1,597,830	79,670	95.25%	93.25%	
Employee Benefits and Other*	3,841,547	3,687,478	154,069	95.99%	3,666,530	3,618,835	47,695	98.70%	97.25%	MCRS down 5% FY20
Total Operating Expenses	14,734,991	13,738,264	996,727	93.24%	14,244,202	13,647,142	597,060	95.81%	97.32%	
Expenditures (Non -Operating Exp.)										
Special Articles Voted for Current Yr	514,945	375,378	139,567	72.90%	963,236	686,455	276,781	71.27%	102.29%	
PY Articles/Enc(SeeUse of Enc Below)	485,927	169,275	316,652	34.84%	468,056	301,441	166,615	64.40%	54.10%	
Education	23,251,705	23,251,705	0	100.00%	22,069,389	22,069,389	0	100.00%	100.00%	
Debt Service	1,604,192	1,604,191	1	100.00%	1,009,519	1,009,517	2	100.00%	100.00%	
Intergovernmental (State Offsets)	93,392	93,392	0	100.00%	91,612	91,612	0	100.00%	100.00%	
Total Non - Operating Expenses	25,950,161	25,493,941	456,220	98.24%	24,601,812	24,158,414	443,398	98.20%	100.04%	
Excess (Deficiency) Before OFS&U	(1,633,603)	(468,613)	1,164,990	28.69%	(1,356,493)	105,910	1,462,403	-7.81%	-367.35%	
Other Financing Sources										
Transfers from Other Funds	1,324,592	1,324,592	0	100.00%	1,185,983	1,185,983	0	100.00%	100.00%	CapStab/EMS Receipts
Use of Avail. Funds: Encumbrances	482,477	482,477	0	100.00%	466,988	466,988	0	100.00%	100.00%	Funded in Prior Fiscal Year
Avail. Funds: F. C./Overlay Surplus	382,047	382,047	0	100.00%	1,034,875	1,034,875	0	100.00%	100.00%	
Total OFS	2,189,116	2,189,116	0	100.00%	2,687,846	2,687,846	0	100.00%	100.00%	
Other Financing Uses										
Overlay & Deficits to be Raised	220,799	220,799	0	100.00%	527,234	527,234	0	100.00%	100.00%	Sno&Ice/Library Offset/Overlay/Recap Debt
Transfers to Other Funds	329,011	329,011	0	100.00%	804,119	804,119	0	100.00%	100.00%	Stabilization/OPEB/Capital Projects BANS
Total OFU	549,810	549,810	0	100.00%	1,331,353	1,331,353	0	100.00%	100.00%	
Excess (Deficiency) Incl. OFS&U	5,703	1,170,693	1,164,990		0	1,462,403	1,462,403			

**\$294,740= Dispatch Grants Awarded for FY20, \$281,827 offset to Dispatch Budget thru 6/30/20

**\$281,098 = Dispatch Grants Awarded for FY19, \$262,201 offset to Dispatch Budget thru 6/30/19

Town of Groton
General Fund Statement of Revenues & Expenditures
June 30, 2020

	<i>Current</i>	<i>July - June</i>	<i>Variance</i>	<i>4th Qtr</i>	<i>Final FY19</i>	<i>Final FY19</i>	<i>Variance</i>	<i>4th Qtr</i>	<i>% of Budget</i>	
	<i>Budget FY20</i>	<i>Actual FY20</i>	<i>to FY20 Budget</i>	<i>% of Budget</i>	<i>Budget</i>	<i>Actual</i>	<i>to FY19 Budget</i>	<i>% of Budget</i>	<i>Change</i>	<i>Notes</i>
Salaries/Wages Expenditures by Function of Government										
General Government:										
BOS/Town Manager	348,637	348,495	142	99.96%	325,323	324,088	1,235	99.62%	100.34%	
Accountant	142,947	142,931	16	99.99%	137,297	137,241	56	99.96%	100.03%	
Assessors	141,130	141,130	0	100.00%	128,351	128,272	79	99.94%	100.06%	
Treasurer/Collector	212,403	212,403	0	100.00%	200,293	200,293	0	100.00%	100.00%	
Personnel	82,673	82,673	0	100.00%	79,225	79,225	0	100.00%	100.00%	
Information Technology	173,753	173,753	0	100.00%	166,394	166,342	52	99.97%	100.03%	
Town Clerk/Elections	158,012	155,214	2,798	98.23%	160,646	159,459	1,187	99.26%	98.96%	Election activity FY19 1st Qtr
Land Use Conservation Comm.	70,169	70,043	126	99.82%	66,686	66,686	0	100.00%	99.82%	
Land Use Inspection Services	212,330	201,004	11,326	94.67%	186,352	183,651	2,701	98.55%	96.06%	
Land Use (Planning/ZBA)	103,841	103,841	0	100.00%	100,179	100,117	62	99.94%	100.06%	
Total General Government	1,645,895	1,631,487	14,408	99.12%	1,550,746	1,545,374	5,372	99.65%	99.47%	
Public Safety:										
Police Department	2,207,441	2,177,171	30,270	98.63%	2,141,885	2,063,394	78,491	96.34%	102.38%	
Fire Department	1,174,641	1,091,971	82,670	92.96%	1,006,019	997,354	8,665	99.14%	93.77%	
Dispatch (paid from Gen Fund) **	479,816	337,559	142,257	70.35%	497,796	353,427	144,369	71.00%	99.08%	Grant Support rec'd
Animal Cntrl/Dog Officer	19,164	19,164	0	100.00%	19,164	19,164	0	100.00%	100.00%	
Total Public Safety	3,881,062	3,625,865	255,197	93.42%	3,664,864	3,433,339	231,525	93.68%	99.72%	
Department of Public Works:										
Municipal Buildings	145,276	144,189	1,087	99.25%	135,700	134,513	1,187	99.13%	100.12%	
Highway	815,890	796,913	18,977	97.67%	791,319	789,593	1,726	99.78%	97.89%	
Snow & Ice	140,000	148,927	(8,927)	106.38%	160,886	160,886	0	100.00%	106.38%	Deficit funded with Overlay FY19
Solid Waste	138,211	134,303	3,908	97.17%	129,746	129,746	0	100.00%	97.17%	
Total DPW	1,239,377	1,224,332	15,045	98.79%	1,217,651	1,214,738	2,913	99.76%	99.03%	
Culture, Rec, & Citizen's Svcs:										
COA/COA Van	208,861	189,408	19,453	90.69%	212,441	190,090	22,351	89.48%	101.35%	
Vets Svcs/Water Safety/Graves	9,368	6,765	2,603	72.21%	9,450	8,216	1,234	86.94%	83.06%	
Library	724,398	672,272	52,126	92.80%	706,203	685,323	20,880	97.04%	95.63%	
Country Club	277,017	276,992	25	99.99%	269,999	269,999	0	100.00%	99.99%	Xtra lifeguards/Club Attendant 1st Qtr FY20
Total Culture, Rec. & Citizen's Svcs	1,219,644	1,145,437	74,207	93.92%	1,198,093	1,153,628	44,465	96.29%	97.54%	
Grand Total Salaries & Wages	7,985,978	7,627,121	358,857	95.51%	7,631,354	7,347,079	284,275	96.27%	99.21%	
Benefits:										
County Retirement	1,973,053	1,973,053	0	100.00%	2,081,699	2,081,699	0	100.00%	100.00%	
Health / Life Insurance *	1,707,394	1,582,431	124,963	92.68%	1,429,594	1,411,305	18,289	98.72%	93.88%	
Other Benefits (Medicare/Unemplmt)	161,100	131,994	29,106	81.93%	155,237	125,831	29,406	81.06%	101.07%	
Total Benefits	3,841,547	3,687,478	154,069	95.99%	3,666,530	3,618,835	47,695	98.70%	97.25%	
Total Salaries/Wages/Benefits	11,827,525	11,314,599	512,926	95.66%	11,297,884	10,965,914	331,970	97.06%	98.56%	

**\$200,574 = Dispatch Wage Grants Awarded for FY20, \$193,057 offset to Dispatch Budget thru 6/30/20

**\$163,484 = Dispatch Wage Grants Awarded for FY19, \$155,512 offset to Dispatch Budget thru 6/30/19

ARTICLE 17: AMEND CHAPTER 128 - DOGS

To see if Town will vote to amend the Code of the Town of Groton by deleting Chapter 128, "Dogs" in its entirety and replacing it with a new Chapter 128, "Dogs", to read as follows:

§ 128-1 Definitions

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

Abandon

A dog is considered abandoned within the meaning of this chapter when it has been left alone or unattended by the owner for any period greater than 24 hours without the owner providing for its needs.

Animal Control Officer

An appointed officer authorized to enforce M.G.L. c. 140, sections 136A to 174F, inclusive.

Attack

Aggressive physical contact initiated by an animal.

At Large

Off the premises of the owner and not under the physical control of the owner or keeper.

Complainant

Any person, including the Animal Control Officer, who makes a complaint regarding an animal committing a violation under this chapter. In the case where the complaint is from other than the Animal Control Officer, it shall be in writing, using the Groton Dog Incident Complaint Form.

Complaint

A formal written report of a dog incident using the Groton Dog Incident Complaint Form.

Dangerous Dog

A dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal. No dog shall be deemed to be a dangerous dog if any of the circumstances provided in M.G.L. c. 140, § 157(a) apply.

Domestic Animal

An animal designated as domestic by regulations promulgated by the department of fish and game.

Euthanize

Take the life of an animal by the administration of barbiturates in a manner deemed acceptable by the American Veterinary Medical Association Guidelines on Euthanasia.

Hearing Authority

The Town Manager or the chief of police, or the person charged with the responsibility of handling dog complaints.

Keeper

A person, business, corporation, entity or society, other than the owner, having possession of a dog.

Nuisance Dog

A dog that: (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or (ii) by excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one's quiet and peaceful enjoyment; or (iii) has threatened or attacked livestock, a domestic animal or a person, but such threat or attack was not a grossly disproportionate reaction under all the circumstances.

Owner

Any person, group of persons or corporation owning, keeping or harboring a dog or dogs. The owner is responsible for a dog's actions at all times.

License

A valid and current municipal dog license and dog license tag.

Physical Control

Control of a dog with a restraint.

Public Disturbance

Any dog shall be deemed a public disturbance when such dog is engaged or has engaged in any combination of one or more of the following activities. Each instance of a public disturbance is considered to be a violation. Each day of a violation is determined to be a separate violation.

- A. Destroying, disturbing or otherwise molesting the property, including refuse, of another while outside the property of its owner, whether under such owner's physical control or not.
- B. Being upon any public park, playground schoolyard, beach or in any place to which the public has a right of access while not under the physical control of its owner or keeper. The determination of physical control shall be that of the Animal Control Officer.
- C. Being a dog, which is permitted to run unrestrained at large. The running of hunting dogs, certified service dogs and search and rescue dogs shall not constitute a public disturbance hereunder. The exercising of other dogs which are under the physical control of their owner or keeper shall not constitute a public disturbance hereunder, providing permission of the landowner has been obtained.
- D. Being upon any public way or in any place to which the public has a right of access, chasing motor vehicles, bicycles or pedestrians.
- E. Being an unspayed female or unneutered male at large.
- F. Being over the age of six months and not wearing a suitable collar and current municipal dog license tag issued for it and while not on the property of the owner.

- G. Being a dog which has been abandoned.
- H. Being a dog which deposits solid waste not removed, or not properly disposed of, by the dog's owner or agent upon any public park, playground, schoolyard, beach, public or private way sidewalk, in any place to which the public has a right of access or any property other than that of its owner.

Restraint

The control of a dog by physical means, such as a leash, fence or other means of physically confining or restraining a dog.

Restraint Order

Order to confine or restrain a dog with conditions determined by the Animal Control Officer.

§ 128-2 Public Disturbances Prohibited

No owner of any dog shall, while such dog is within the confines of the Town of Groton, allow such dog to be a public disturbance as defined above.

§ 128-3 Enforcement

Nothing contained in this bylaw shall prevent the Select Board from passing any orders authorized by law at such times as the Board shall deem it necessary to safeguard the public.

Public Disturbances

- A. In all cases it shall be the duty of the duly appointed Animal Control Officer to investigate any violation under §128-2 of this chapter either witnessed by a police officer or the Animal Control Officer or reported in a written and sworn complaint. The Animal Control Officer shall provide the dog owner and the complainant with a written copy of the complaint and investigation report not more than seven days after the conclusion of the investigation, but in any event, not more than 30 days after receiving the complaint.
- B. If, after the Animal Control Officer's investigation of an alleged violation under § 128-2 of this chapter, such officer has reason to believe that the described violation did in fact occur as set forth in said written complaint or as witnessed by him/her or a police officer, it shall be the Animal Control Officer's duty to issue the owner, in writing, the appropriate order and/or to impose the appropriate fine designed to prevent a recurrence or continuation of such violation. The period of time during which the order shall be in effect shall be on the order. If the complainant and the owner involved agree with the order so issued, then the matter respecting that particular violation under this chapter shall be considered resolved. If the parties are not in agreement, then recourse can be had to the remedies of each under provisions of law.
- C. In all cases it shall be the duty of the Animal Control Officer, if, in his/her opinion, appropriate action is necessary to prevent further or continued violations of § 128-2 of this chapter pending a complete investigation, to take the following action:
 - (1) Notify the owner, if known and available, of the alleged violation, and issue a preliminary order, in writing, requiring the owner to take appropriate action, pending a complete investigation.
 - (2) If the owner is not known or, if known, is not immediately available:
 - (a) Take the dog into custody in the most humane manner possible.
 - (b) Confine the dog in a suitable facility.

- (c) Use every means available to identify and contact the owner.
 - (d) Take such further action as is allowed by law.
- D. It shall be the responsibility of the owner of any dog impounded under the provisions of Subsection C(2)(b) to reclaim such dog subject to the following criteria: The owner shall pay the Animal Control Officer such sum as is established by the Select Board by regulation for taking the dog into custody and a further sum for room and board as determined by regulations promulgated by the Select Board.
 - (1) The owner of the dog shall also be responsible for costs incurred by the Town or Animal Control Officer for reasonable and customary care of the dog while in the custody of the Animal Control Officer.
 - (2) The owner shall have in his possession a license and related tag for the dog, both of which shall have been issued with respect to the dog. The license tag shall be attached to the dog by a suitable collar before the dog is released from the custody of the Animal Control Officer.
- E. Disposition of dogs - If an unclaimed dog has been in the custody of the Animal Control Officer for more than seven days, the Animal Control Officer may euthanize the dog in accordance with applicable provisions of Massachusetts law. The owner shall be responsible for any costs incurred in the keeping and disposition of the dog.

Nuisance or Dangerous Dog Complaints

- A. Any person may file a written complaint with the Select Board and Town Manager, or their designee that a dog kept in the Town is a nuisance or a dangerous dog. All such complaints must be signed and include an address and contact information for the complainant.
- B. Hearing Authority. The Town Manager is designated by the Select Board as the "Hearing Authority" to oversee the process of responding to all nuisance or Dangerous Dog Complaints. The Town Manager may further designate another Town Employee as the Hearing Authority when necessary.
- C. Disposition. The Hearing Authority shall investigate or cause to be investigated the complaint, including an examination under oath of the complaint at a hearing. Based on credible evidence and testimony presented at the hearing, the Hearing Authority shall take the following action:
 - (1) **Nuisance Dog.** If the dog is complained of as a nuisance dog, the Hearing Authority shall either (a) deem the dog a nuisance dog; or (b) dismiss the complaint.
 - (2) **Dangerous Dog.** If the dog is complained of as a dangerous dog, the Hearing Authority shall either (a) deem the dog as a dangerous dog; (b) deem the dog a nuisance dog; or (c) dismiss the complaint.
- D. Report to Town Clerk. The Hearing Authority shall notify the Town Clerk of any complaints filed and shall report any finding that a dog is a nuisance dog or a dangerous dog to the Town Clerk.

E. Order valid throughout the Commonwealth. Unless later overturned on appeal, any order of the Hearing Authority shall be valid throughout the Commonwealth of Massachusetts.

F. Remedies.

1. Nuisance dog. If the Hearing Authority has deemed the dog a nuisance dog, it may order the owner or keeper of the dog to take remedial action to ameliorate the cause of the nuisance behavior.
2. Dangerous dog. If the Hearing Authority has deemed the dog a dangerous dog, it may order one or more of the following remedies:
 - (a) that the dog be humanely restrained, but no order shall require the dog to be chained or tethered to an inanimate object such as a tree, post or building;
 - (b) that the dog be confined to the premises of the owner or keeper, meaning securely confined indoors or confined outdoors in a securely enclosed pen or dog run area that has a secure roof, has either a floor secured to all sides or is embedded into the ground for at least two feet, and provides the dog with property shelter from the elements.
 - (c) when removed from the premises of the owner or keeper, the dog be securely and humanely muzzled and restrained with a tethering device with a maximum length of three feet and a minimum tensile strength of three hundred pounds;
 - (d) that the owner or keeper provide (i) proof of insurance of at least \$100,000 insuring the owner or keeper against any claim, loss, damage, or injury to persons, domestic animals, or property resulting from the intentional or unintentional acts of the dog; or (ii) proof that reasonable efforts were made to obtain such insurance;
 - (e) that the owner or keeper provide the Town Clerk, the Animal Control Officer, or other entity as directed with identifying information for the dog including but not limited to photographs, videos, veterinary records, tattooing, microchip implantations or a combination of these;
 - (f) that the dog be altered so as not to be reproductively intact, unless the owner or keeper provides evidence of a veterinary opinion that the dog is medically unfit for such alteration; or
 - (g) that the dog be humanely euthanized.

G. Restrictions following dangerousness finding:

1. No dog that has been deemed dangerous shall be ordered removed from the Town.

2. Issuance of temporary restraint orders. The Animal Control Officer may issue a temporary restraint order to the owner or keeper of any dog that is alleged to be a nuisance dog or a dangerous dog and is awaiting a decision under § 133-8. A temporary restraint order shall be in force for no more than 30 days unless the Animal Control Officer renews it in writing for subsequent thirty-day period. The Animal Control Officer may rescind or stop renewing the order when, in the Animal Control Officer's judgment, restraint is no longer required. The Animal Control Officer's order shall expire upon receipt of a decision from the Hearing Authority on the nuisance dog or dangerous dog hearing.

H. Appeals

The Hearing Authority's initial decision shall become effective upon filing said decision with the Town Clerk. The owner or keeper of a dog may appeal the initial decision of the Hearing Authority to the Select Board within ten (10) days of the decision being filed with the Town Clerk. The Select Board shall review the decision in open session and determine whether or not to modify or uphold the decision. The Select Board may conduct a further hearing or accept additional evidence as the Board deems appropriate. An owner or keeper may further appeal the Select Board's final action to the district court pursuant to M.G.L. c. 140 § 157.

§ 128-4 License required, penalty

- A. Pursuant to Chapter 140, § 173, of the Massachusetts General Laws, any person who fails to register, number, describe and license his or her dog annually by January 1 in the Town of Groton, Middlesex County, and pay the fees and charges under rules and regulations pursuant to Chapter 140, § 139 will be required to pay to the Town of Groton a penalty after the last day of February annually, in accordance with a Fee/Fine Schedule established by the Select Board. By virtue of the Town's acceptance of the applicable provision of Section 139 of Chapter 140 of the General Laws, no fee shall be charged for a license for a dog owned by a person aged 70 years or over, unless the dog is identified as a dangerous dog.
- B. Failure to comply with this section shall constitute a violation of § 128-2 and may subject the owner of any unlicensed dog to financial penalties as are allowed by this chapter or as provided form regulations promulgated by the Select Board.
- C. All monies received by the Town Clerk's office for the issuance of dog licenses or other fees, fines, charges, and penalties under § 147 of Chapter 140 of the Massachusetts General Laws and this chapter shall be paid into the treasury o the Town.

§ 128-5 Violations and penalties.

- A. Except as otherwise provided by existing statute or in this chapter, any person who violates this chapter shall be subject to the payment of a penalty in the amount of \$50 for each violation and for each day of violation, to be recovered for the use of the Town.
- B. The owner of any dog which is in violation of § 128-2 may be subject to this penalty whether such dog is in the custody of the Animal Control Officer or not. As an alternative to criminal prosecution, the Animal Control Officer and Town Police Officers, as

enforcing persons under this chapter, may enforce this chapter and orders issued hereunder pursuant to the noncriminal disposition statute, M.G.L. C. 40, § 21D and the Town Code, Chapter 1, Article I, § 1-4B(2). When so enforced, the fines shall be as follows:

1. Penalties for public nuisance violations
 - a. First violation \$50
 - b. Second violation \$75
 - c. Third and subsequent violations \$100
2. Fees for dogs in the custody of the Animal Control Officer
 - a. Fee for dog pick up \$25
 - b. First calendar day board \$25
 - c. Second and subsequent calendar day board \$40
3. Annual dog licensing fee (between January 1 and February 28)
 - a. Neutered or spayed dogs \$10
 - b. Unaltered dogs \$15
 - c. Kennel license:
 - i. Up to 4 dogs \$40
 - ii. 5 to 9 dogs \$70
 - iii. 10 or more dogs \$100
4. Dangerous dog license \$300

or to take any other action relative thereto.

**SELECT BOARD
TOWN MANAGER**

Select Board:
Finance Committee:

Summary: *The purpose of this Article is to bring the Town's Dog Bylaw into compliance with State Law. It was determined that certain sections of the current Bylaw, including the remedies related to a finding that a dog is dangerous, are not in compliance with State Law. In addition, it also adds a new finding for a nuisance dog.*

TOWN OF GROTON

GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (the "Agreement") is entered into under and pursuant to Section 4A of Chapter 40 of the Massachusetts General Laws ("Section 4A"), by and between the Town of Groton, Massachusetts (the "Town"), acting by and through its duly elected Select Board, by vote of said body on _____, 2020 and the Groton-Dunstable Regional School District, (the "District"), acting by and through its Regional District School Committee (the "School Committee") by vote duly adopted on _____, 2020. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the District hereby agree as follows:

1. RECITALS.

a. The Town is generally authorized by the Massachusetts General Laws to finance, acquire land for, construct, originally equip and furnish public buildings.

b. The District was duly established pursuant to Chapter 71, Sections 16 to 16I, inclusive of the General Laws, and by an agreement between the Towns of Groton and Dunstable, Massachusetts (collectively, the "Member Towns"), (the "District Agreement") to provide ~~secondary~~ education for pupils in grades kindergarten to 12 residing within the Member Towns.

c. Pursuant to Chapter 71, Sections 16(c) and (d), of the General Laws, the District is authorized to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip,

organize and operate schools for the benefit of its Member Towns, and to incur indebtedness for these purposes.

d. The District has determined that there is a need for ~~remodeling~~ designing and ~~making extraordinary repairs to the~~ constructing a new Florence Roche Elementary School, located at 342 Main Street in Groton, Massachusetts, to serve pupils residing in the Town, ~~which project would necessarily involve the payment of all costs incidental and related thereto by the Town in accordance with the District Agreement~~ (the "Project").

e. The District Agreement provides that the incurring of indebtedness to finance public school facilities within the Member Towns shall be incurred by the District.

f. The Massachusetts School Building Authority ("MSBA") has advised that the District is the entity legally entitled to receive any school building assistance grants that may be approved on account of the Project, but that any such grants that may be approved in the future on account of the Project shall, nevertheless, be credited to the Town, as more fully provided for herein.

g. The Town has a more favorable long term credit rating than does the District, and would expect to obtain more favorable interest rates on its bonds and notes, ~~that~~ than would the District.

2. FINANCING OF THE PROJECT. The District authorizes the Town to act on its behalf and exercise all of its legal powers and duties with respect to the financing of the Project and the authorization and issuance of bonds and notes therefor. The Town shall authorize and incur its own general obligation indebtedness in order to finance all capital costs of the Project, which indebtedness shall be issued at such times and in such ~~as~~ amounts, as shall be sufficient to meet the cash flow requirements of the Project. Proceeds of any such borrowings shall be paid to

the District within __ days of the receipt thereof by the Town. Within such amounts appropriated by the Town to pay costs of the Project, the District shall obtain all necessary professional and other services necessary to carrying out the Project and shall oversee all aspects thereof. ~~The Town shall issue its bonds or notes from time to time, in consultation with the District, so that the District can make timely payments of Project costs. The Town shall pay all costs of the Project.~~ All amounts payable on account of principal and interest on any bonds or notes issued by the Town to finance the Project, ~~and all other costs incidental or related thereto,~~ shall be paid directly by the Town. The District shall not be liable for the repayment of any debt issued by the Town to finance the costs of the Project. Any and all school building assistance grants paid by the MSBA to the District on account of the Project, pursuant to Chapter 70B of the General Laws, as amended, or pursuant to any other authority, shall be applied by the District as a credit to sums otherwise payable by the Town to the District on account of the Project, thereby reducing, by a like amount, the total borrowing authorized by the Town to pay costs of the Project.

3. RECORD KEEPING. As required by Section 4A, the Town and the District shall maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions received on account of the Project; shall provide for the performance of regular audits of such records; and shall provide periodic financial statements with respect to Project expenditures.

4. TERM. The term of this Agreement shall be 10 years from the date hereof, or such lesser term as shall be necessary to complete the Project, including the audit/close-out of the Project by the MSBA.

5. AMENDMENTS. Any provision of this Agreement may be amended by an amendment approved by vote, duly adopted, by the Select Board of the Town and by vote, duly adopted, by the Regional District School Committee. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the District.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

7. COUNTERPARTS. This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

[The balance of this page is intentionally blank.]

IN WITNESS WHEREOF, the Town by its Select Board and the District by its Regional District School Committee, each duly authorized, have executed this Agreement under their respective seals as of the ____ day of _____, 2020.

GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

By _____

Regional District School Committee

(DISTRICT SEAL)

TOWN OF GROTON

By _____

Select Board

(TOWN SEAL)

Document comparison by Workshare Compare on Tuesday, July 21, 2020
9:50:50 AM

Input:	
Document 1 ID	interwovenSite://USDMS/America/83073343/1
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Document 2 ID	interwovenSite://USDMS/America/83073343/2
Description	#83073343v2<America> - Intermunicipal Agreement with Groton-Dunstable Regional School District
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	13
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	21

TOWN OF GROTON
GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT
INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (the "Agreement") is entered into under and pursuant to Section 4A of Chapter 40 of the Massachusetts General Laws ("Section 4A"), by and between the Town of Groton, Massachusetts (the "Town"), acting by and through its duly elected Select Board, by vote of said body on _____, 2020 and the Groton-Dunstable Regional School District, (the "District"), acting by and through its Regional District School Committee (the "School Committee") by vote duly adopted on _____, 2020. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the District hereby agree as follows:

1. RECITALS.

a. The Town is generally authorized by the Massachusetts General Laws to finance, acquire land for, construct, originally equip and furnish public buildings.

b. The District was duly established pursuant to Chapter 71, Sections 16 to 16I, inclusive of the General Laws, and by an agreement between the Towns of Groton and Dunstable, Massachusetts (collectively, the "Member Towns"), (the "District Agreement") to provide education for pupils in grades kindergarten to 12 residing within the Member Towns.

c. Pursuant to Chapter 71, Sections 16(c) and (d), of the General Laws, the District is authorized to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate schools for the benefit of its Member Towns, and to incur indebtedness for these purposes.

d. The District has determined that there is a need for designing and constructing a new Florence Roche Elementary School, located at 342 Main Street in Groton, Massachusetts, to serve pupils residing in the Town (the “Project”).

e. The District Agreement provides that the incurring of indebtedness to finance public school facilities within the Member Towns shall be incurred by the District.

f. The Massachusetts School Building Authority (“MSBA”) has advised that the District is the entity legally entitled to receive any school building assistance grants that may be approved on account of the Project, but that any such grants that may be approved in the future on account of the Project shall, nevertheless, be credited to the Town, as more fully provided for herein.

g. The Town has a more favorable long term credit rating than does the District, and would expect to obtain more favorable interest rates on its bonds and notes, than would the District.

2. FINANCING OF THE PROJECT. The District authorizes the Town to act on its behalf and exercise all of its legal powers and duties with respect to the financing of the Project and the authorization and issuance of bonds and notes therefor. The Town shall authorize and incur its own general obligation indebtedness in order to finance all capital costs of the Project, which indebtedness shall be issued at such times and in such amounts, as shall be sufficient to meet the cash flow requirements of the Project. Proceeds of any such borrowings shall be paid to the District within __ days of the receipt thereof by the Town. Within such amounts appropriated by the Town to pay costs of the Project, the District shall obtain all necessary professional and other services necessary to carrying out the Project and shall oversee all aspects thereof. All amounts payable on account of principal and interest on any bonds or notes issued

by the Town to finance the Project, shall be paid directly by the Town. The District shall not be liable for the repayment of any debt issued by the Town to finance the costs of the Project. Any and all school building assistance grants paid by the MSBA to the District on account of the Project, pursuant to Chapter 70B of the General Laws, as amended, or pursuant to any other authority, shall be applied by the District as a credit to sums otherwise payable by the Town to the District on account of the Project, thereby reducing, by a like amount, the total borrowing authorized by the Town to pay costs of the Project.

3. RECORD KEEPING. As required by Section 4A, the Town and the District shall maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions received on account of the Project; shall provide for the performance of regular audits of such records; and shall provide periodic financial statements with respect to Project expenditures.

4. TERM. The term of this Agreement shall be 10 years from the date hereof, or such lesser term as shall be necessary to complete the Project, including the audit/close-out of the Project by the MSBA.

5. AMENDMENTS. Any provision of this Agreement may be amended by an amendment approved by vote, duly adopted, by the Select Board of the Town and by vote, duly adopted, by the Regional District School Committee. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the District.

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7. COUNTERPARTS. This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

[The balance of this page is intentionally blank.]

IN WITNESS WHEREOF, the Town by its Select Board and the District by its Regional District School Committee, each duly authorized, have executed this Agreement under their respective seals as of the ____ day of _____, 2020.

GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

By _____

Regional District School Committee

(DISTRICT SEAL)

TOWN OF GROTON

By _____

Select Board

(TOWN SEAL)

**SELECT BOARD MEETING MINUTES
VIRTUAL MEETING
MONDAY, JULY 13, 2020
UN-APPROVED**

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

Also Virtually Present: Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant; Melisa Doig, HR Director; Patricia Dufresne, Town Accountant; Jonathan Greeno, Principal Assistant Assessor; Michael Hartnett, Tax Collector/Treasurer; Mike Luth, Police Chief; Officer Casey O'Connor; Laura Chesson, Superintendent; Sherry Kersey, GSRSD Business Manager; Michael Bouchard, Town Clerk; Nik Gualco, Conservation Administrator; Cheney Harper, Sargisson Beach Committee Member; Alex Woodle; Finance Committee Members: Mary Linskey; Bud Robertson; Art Prest; Scott Whitefield; Gary Green; David Manugian; School Committee Members: Marlena Gilbert; Brian LeBlanc; Rafael Glod; Fay Raynor

Mr. Robertson call the Finance Committee to order at 7:00pm.

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

ANNOUNCEMENTS

Mr. Haddad introduced Officer Casey O'Connor to the Police Department and explained her journey through the Academy. He said that they were excited to bring Officer O'Connor on board. Officer O'Connor thanked everyone for having her adding she was looking forward to joining the department full time.

Mr. Prest thanked Mr. Haddad for all his hard work during this unprecedented time and thought they were lucky to have him.

Ms. Pine announced the forum that was being held next Monday, July 20, 2020 at 7pm to discuss their Town, Police Department and proposed police reform.

Ms. Gilbert called the GDRSC to order at 7:05pm.

TOWN MANAGER'S REPORT

1. Mr. Haddad said that they received an email last night from Alex Woodle about a couple of things he had seen going on at Sargisson Beach and his concerns. Mr. Woodle said that he was kayaking yesterday and saw a horse swimming near Sargisson Beach, that there were powerboats beached and dogs running loose all at the beach. He said he was also concerned that there were no porta toilets at the beach.

Mr. Haddad said that because the beach was officially closed, there were no protocols for NABH to test the water at Sargisson Beach. Ms. Manugian asked if NABH could test the water if the beach was swim at your risk. Mr. Gualco said he hadn't specifically asked that but thought that if the beach wasn't open the testing wouldn't be done. Mr. Gualco said that they received two applicants for Park Ranger and would be interviewing candidates shortly. Mr. Giger asked if they posted somewhere that the beach wasn't being tested. Mr. Gualco said that there were three signs posted that said there were no life guards and that the beach wasn't being tested. Ms. Harper said that they should come up with some regulations that horses not be allowed at the beach. Mr. Gualco said that dogs were allowed on the beach but needed to be leashed and they needed to stay out of the swimming area.

Ms. Pine said that the Conservation Commission or Sargisson Beach Committee should come up with some rules about horses in the public water bodies. She said that it was bad behavior, but that the Ranger wouldn't have stopped it because of the hour of the day adding she didn't think that changing any decisions about opening or closing Sargisson Beach was going to change anything. Mr. Haddad said he thought that the Select Board could make a decision to ban horses and dogs from the beach under their local state of emergency. Mr. Haddad said that under the non-criminal disposition, the police could fine people for not obeying the rules.

Mr. Degen moved that they adopt a no horses at the beach policy and that people found to be in violation of this could be fined by the Police Department under non-criminal disposition. Ms. Pine seconded the motion.

Ms. Manugian said she wasn't sure how horses were any different from dogs. She said that the beach either needed to be open for testing, porta toilets, etc. or shut down completely.

Roll Call: Pine-aye; Degen-aye; Manugian-aye; Reilly-aye; Giger-aye

Mr. Degen moved that they authorize the Town Manager through the Conservation Administrator to have a porta toilet installed in the parking lot and cleaned daily at Sargisson Beach. Ms. Pine seconded the motion. Roll Call: Pine-aye; Degen-aye; Manugian-aye; Reilly-aye; Giger-aye

Mr. Degen moved to authorize the Town Manager to investigate water quality testing on a weekly basis at Sargisson Beach and to hire a testing facility for a fee not to exceed \$1,500 through Labor Day or hire NABH to do so if they are willing to. Ms. Pine seconded the motion. Roll Call: Pine-aye; Degen-aye; Manugian-aye; Reilly-aye; Giger-aye

Mr. Degen said that if in two weeks things hadn't improved, he would be making a motion to close down the beach and parking area.

CARES ACT/COVID FUNDING

Mr. Haddad talked briefly about the three plans the district had to come up with to comply with the Department of Education. Mr. Haddad reviewed funds left in Cares Act funding and explained that the needs of NVTHS was going to be around \$25K preliminarily. Mr. Haddad said that he was estimating about \$750K in free cash, that unexpended tax capacity was about \$295,000, that stabilization was at \$2M, that the capital stabilization fund had \$554K and GDRSD's capital stabilization was \$234K. Ms. DuFresne said that there was \$196K left in this year's free cash. Mr. Haddad said that the \$750K included the \$196K.

There was a brief discussion about concerns over unknowns relating to tax revenue and the possibility that residents may have trouble paying their tax bills because of continued layoffs.

Dr. Chesson reviewed categories of expenses they were looking at for the upcoming school year to include safety and PPE, technology, training, special education and staffing. She reviewed and outline of preliminary costs they were anticipating needing to cover the models they were drafting. Mr. Haddad said that those known and estimated costs totaled \$1.4M. Dr. Chesson said that there were additional items that they didn't have estimated for yet also. Dr. Chesson said that after FEMA grants and the allotment of funds from the Governor, they were looking at a \$945K shortfall. Ms. Gilbert said that the added positions being proposed were temporary positions but that they would have to anticipate unemployment once the temporary status was no longer needed. Dr. Chesson said that they had not factored in unemployment costs. Ms. Linskey asked for some clarification on technology and storage costs that they had estimated already and those same not yet estimated yet. Mr. Degen asked what type of buy in they had from the teachers with the models and asked how they planned for coverage if there was a sickness or outbreak. Dr. Chesson said that they would match up at risk teachers with at risk students as an example. She said there was additional guidance coming out this week on in school learning vs. hybrid learning vs. remote learning. Mr. Degen said that they needed to look at what capital could be deferred and possibly use a town meeting vote to use the GDRSD capital stabilization fund to help the schools with their needs. Mr. Prest said he was concerned they would see a COVID monster in Groton if they send the children back to school.

Mr. Haddad said that the Town Department heads were putting together estimates for COVID related funding on the Town side. He said that he was recommending that they provide the district with \$600K to help with their costs. Mr. Giger asked if the temporary employees could be 1099 employees and if not, were they entitled to benefits. Dr. Chesson said that they were not 1099 employees and benefit costs were included in their estimates.

Ms. Gilbert said that it would be helpful for the Superintendent to have an idea from the Town on how much money would be available to them. Mr. Haddad said he would like to recommend that they set aside \$600K of Cares Act money for the schools district, \$245K in unexpended tax capacity and \$234K in GDRSD capital stabilization, to be brought to Town Meeting for a vote to appropriate, so that the District would have about \$1.1M from Groton to help with COVID related costs. Mr. Degen said he was fine with the Cares Act money being recommended, but thought they needed to leave a 10% contingency for the Town, should the municipality need it. He said he was not okay taxing the unexpended tax capacity at this time. Mr. Haddad said he wanted to make as much money as possible available to the District. Mr. Degen suggested waiting on the unexpended tax capacity.

Mr. Giger said that if they were going to set an amount that night, they needed to set an amount for Nashoba Tech also. He said he agreed with Mr. Degen's concerns about taxing the unexpended tax capacity.

Mr. Degen moved to designate \$650K of Cares Act funding for the GDRSD. Mr. Giger seconded the motion. Roll Call: Manugian-aye; Pine-aye; Degen-aye; Giger-aye; Reilly-aye

Dr. Chesson thanked the Town for their support with this adding nothing about this was comfortable.

Mr. Giger made a motion to set aside \$25K for Nashoba Tech out of the Cares Act money. Mr. Degen seconded the motion. Roll Call: Manugian-aye; Pine-aye; Degen-aye; Giger-aye; Reilly-aye

INTERMUNICIPAL AGREEMENT – FLORECNCE ROCHE

Mr. Haddad said that the School District had a AA bond rating whereas the Town had a AAA bond rating. He said that the interest difference would total about \$3.2M for the Florence Roche project based on the bond rating difference. He said that the Town of Groton taxpayers would be responsible for this debt. He said that bond counsel wrote the intermunicipal agreement and was recommending that the school district and town sign the agreement so the Town could move forward with the bonding when appropriate. Mr. Robertson asked if there was any liability on the Town side if the Town owned the building. Mr. Degen said that they needed to ask Town Counsel to look at this. Ms. Pine said they should go ahead and do this adding it was a huge savings for the Town. Mr. Haddad said he was comfortable with the draft provided by bond counsel but agreed that Town Counsel and Counsel of the District review it as well based on the suggestion by Mr. Degen.

POLLING LOCATION – NOVEMBER ELECTION

Mr. Haddad said that they wanted to ask the School Committee if it would be possible to use the Middle School as a polling location for the November 3rd presidential election. He said this request would require the School District to close schools that day. He said that the statistics showed that that the three polling locations in place now would not accommodate an 85% turnout anticipated for the upcoming presidential election. Ms. Gilbert said she had no issue with working collaboratively with the Town on this one. Ms. Pine said she supported this idea but thought they should look at it on a permanent basis. Mr. Degen suggested moving all precincts to the middle school. The Board would wait to hear from the School District.

The School Committee adjourned by unanimous roll call vote at 9:14pm.

TOWN MANAGER'E REPORT - CONT.

2. Mr. Haddad reviewed the proposed line item transfers for FY20 totaling \$135,901.15 as provided to the Board in their packet.

Mr. Robertson moved that the Finance Committee accept the line item transfers as proposed by the Town Manager. Mr. Manugian seconded the motion. Roll Call: Linskey-aye; Whitefield-aye; Robertson-aye; Green-aye; Robertson-aye

Ms. Pine moved to accept the proposed line transfers for year ending FY20. Ms. Manugian seconded the motion. Roll Call: Pine-aye; Manugian-aye; Degen-aye; Reilly-aye; Giger-aye

3. Mr. Haddad said that the pool had been open for a couple of weeks now adding they had no problems what-so-ever. Mr. Haddad reviewed the pool utilization since reopening. Mr. Haddad said that because they had not been filling all reservations, they would like to open the pool to non-residents too. He said that for the first hour of each day, reservations would be solely for Groton residents and non-residents could reserve time after that first hour. Ms. Carol Wright said that they had only been at capacity one time since they opened the pool. She said that there were 12 squares of seating that could be reserved. Ms. Pine said she was okay with opening this up to non-residents but asked if they could open it up for grandparents to bring their grandchildren. Mr. Degen said he didn't want to open it up to non-residents. He said that they were already 1/2 way through July and didn't think the risk reward was there. Ms. Pine said that the protocols were in place to protect public health. She said that there was revenue potential they were not able to capitalize on if they didn't open it to non-residents.

Ms. Pine moved to extend the opportunities to make a reservation to Groton families that included grandparents bringing their grandchildren and residents of other towns and that non-residents be included in the reservation system. Mr. Reilly seconded the motion.

Mr. Giger said that they needed to figure out wording on the waivers so that grandparents could bring their grandchildren. Ms. Manugian asked if this was addressing an issue. Mr. Giger said it was an issue about numbers for the Country Club. Mr. Degen said he understood trying to help the books but it wasn't all about profit. Mr. Haddad said that the Board authorized a capacity number, allowed them to have lifeguards with protocols in place but that use by Groton residents only wasn't being utilized fully.

Ms. Pine withdrew her original motion and moved that they allow families that include people that do not live permanently in Groton to access the pool as long as they meet the protocols and must sign the liability waiver. Mr. Degen seconded the motion.

Mr. Giger asked how many requests there had been. Ms. Wright said she had had 10-15 requests from non-residents about allowing this.

Roll Call: Manugian-aye; Reilly-aye; Pine-aye; Degen-nay; Giger-nay. The motion passed 3-2 in favor.

Ms. Pine moved to allow people who do not live in Groton use of the pool with the same rules as Groton residents but during a later timeslot. Mr. Reilly seconded the motion.

Mr. Degen said that they were opening a can of worms if they voted for this. Ms. Pine asked if they were limiting golf to just Groton residents. Mr. Giger said that they took risk in opening the pool adding it seemed to be going well but that he could not vote to add to their risk.

Roll Call: Manugian-nay; Degen-nay; Giger-nay; Pine-aye; Reilly-aye. The motion failed 3-2 against.

4. Mr. Haddad said he didn't see a need to change their COVID protocols at Town Hall with the exception of allowing Town Hall employees to bring takeout food into Town Hall to consume at their desk.
5. Mr. Haddad said that they instituted a 14-day quarantine for those that travel outside of new England, New York and New Jersey. He said that they currently had a couple of employees who were quarantining due to travel adding if an employee was able to work from home during those 14 day, that they would allow them to do that.
6. Mr. Haddad said that the Governor removed the statewide ban on reusable bags at stores. Mr. Giger said they needed to discuss their new bag bylaw when the use of plastic bags was removed completely adding their local bylaw was supposed to take effect on July 1, 2020.

7. Mr. Haddad said that there was some confusion over employees at the Transfer Station wearing masks. He said that if the employees were close to the public, they would wear masks but if they were not close to employees or the public, and were able to socially distance, they weren't required to wear masks.
8. Mr. Haddad said it was time to call for the 2020 Fall Town Meeting. He asked the Board to call for the Fall Town Meeting to occur on Saturday, October 3, 2020 with the warrant to open that evening and close on Thursday, August 6, 2020. Mr. Haddad said that the Town Meeting would be held outside on the field behind Florence Roche as they had done for the Spring Town Meeting,

Mr. Degen moved to open the 2020 Fall Town Meeting warrant effective tonight, Monday, July 13, 2020 and close it on Thursday, August 6, 2020 at the end of the business day. Ms. Pine seconded the motion. Roll Call: Pine-aye; Degen-aye; Reilly-aye; Manugian-aye; Giger-aye

Mr. Degen moved to call for the 2020 Fall Town Meeting on Saturday, October 3, 2020 at 10:00am with a rain date of Sunday, October 4, 2020 at 1:00pm. Ms. Pine seconded the motion. Roll Call: Pine-aye; Degen-aye; Reilly-aye; Manugian-aye; Giger-aye

9. Mr. Haddad said it was time to start the annual review of the Town Manager. He asked the Chair to certify that all board members could participate and to ask the Town Manager to start his self-evaluation. Ms. Manugian certified the members and asked Mr. Haddad to complete his section of the review.
10. Mr. Haddad said that a resident had approached the office about changing the name of Redskin Trail as it was found to be racist. He said that a couple of residents they had heard from did not want to see the roads name changed. He said that the problem with changing the name of a street required a lot of behind the scenes things by the residents, such as changing checks, statements, etc. He said that the only costs for the Town would be to change the street sign, file the name change at the Registry of Deeds and update plans. He asked the Board for their thoughts.

Ms. Pine said she would like to explore ways to change the road name but thought they should hear from all the residents. Ms. Pine said she didn't think it was something they should unilaterally change and suggested that they ask the residents to do it. Mr. Haddad said that the resident did not want to file it and thought the Town should and consume all costs. Mr. Giger said it was important that they get down on paper exactly what fees that Town would pay for. Ms. Manugian said it would only be the fees as described by the Town Manager. Mr. Haddad said it would include recording plans, registry costs, updated GIS maps and maps for the Police and Fire Departments and street signs. Mr. Degen said that this street name was a derogatory name but asked where this would end. He said that part of the charge of the Diversity Task Force could be to look at all street names. Ms. Manugian said that that made sense.

11. Mr. Haddad reviewed the schedule of the Board for the next couple of weeks. There was a discussion about Select Board goals and Town Manager goals coming up on July 29th. Mr. Degen said he didn't see any need to have separate goals adding that the Town Manager always helped them work to complete their goals.
12. Mr. Haddad asked for approval for the Town Manager and a member of the Select Board to sign the warrants for the next 30 days. Mr. Degen offered to sign the warrants with the Town Manager. Ms. Manugian thanked Mr. Giger for taking on this task for the last few months.

Ms. Pine moved to authorize Josh Degen to sign the warrants with the Town Manager through August 13, 2020. Mr. Reilly seconded the motion. Roll Call: Pine-aye; Degen-aye; Reilly-aye; Manugian-aye; Giger-aye

ON-GOING ISSUES

B: Mr. Haddad said that the sprinkler system contractor was mobilizing on the Prescott School the next day.

H: Mr. Haddad said that the generator at the Highway Garage had been installed. He said that the lawn needed to be re-seeded and the final coat needed to be placed on the driveway to finish the project. He said that they could plan an open house post COVID.

MINUTES

Ms. Pine moved to approve the minutes of June 29, 2020 as corrected. Mr. Giger seconded the motion. *Roll Call: Pine-aye; Reilly-aye; Manugian-aye; Giger-aye; Degen-abstain*

Ms. Manugian adjourned the meeting at 10:09pm.

Approved: _____
Rebecca H. Pine, Clerk

_____ respectfully submitted:
Dawn Dunbar, Executive Assistant

Date Approved: