

Select Board Meeting Packet

December 14, 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 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*

Town Manager
Mark W. Haddad

**SELECT BOARD MEETING
MONDAY, DECEMBER 14, 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: 819 2109 5544**

- 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. Address Any Changes in Emergency Protocols – Update on Town Action
 3. Review Any New Information from the Commonwealth
 4. Consider Request from Library Trustees to Lift Hiring Freeze to Fill Head of Circulation Vacancy Caused by a Retirement
 5. Approve Annual Licenses
 6. Consider Approving Amended Intermunicipal Agreement with Groton Dunstable Regional School District on Florence Roche Construction Project
 7. Consider Authorizing the Town Manager to Sign Lease Extension for Cell Tower located on Cow Pond Brook Road
 8. Update from Town Manager on FY 2022 Budget Development
 9. Update on Select Board Schedule through End of Year
- II. 7:15 P.M. Public Hearing – Discuss Revision, Reduction, Deferral or Waiver of Liquor License Fees for Calendar Year 2021

OTHER BUSINESS

ON-GOING ISSUES – For Review and Informational Purposes

- A. Prescott School Sprinkler System Project
- B. Water Department – Manganese Issue – PFAS Issue
- C. Polystyrene Containers
- D. Green Communities Application and Implementation
- E. Florence Roche Elementary School Feasibility Study

SELECT BOARD LIAISON REPORTS

- III. Minutes: Virtual Meeting of December 7, 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: *December 14, 2020*

1. In addition to the Town Manager's Report and a review of the On-going Issues List, there is one item scheduled on Monday's Agenda. In response to the Pubick House's request to reduce the Liquor License Fee for the Country Club Function Hall, we have scheduled a public hearing. For the Board's information, the following is a list of all Liquor Licenses that the Board will consider issuing this evening, along with the fee and what has been paid to the Town:

2021 Liquor License Holders				
<u>License Holder Name</u>	<u>Address</u>	<u>Type of License</u>	<u>Annual Fee</u>	<u>Paid/Not Paid</u>
Omahi Realty (Boston Road Market)	871 Boston Road	All Alcohol Package Store	\$2,250.00	Paid
Groton Market	235 Main Street	All Alcohol Package Store	\$2,250.00	Paid
Craven's Package Store	777 Boston Road	All Alcohol Package Store	\$2,250.00	Paid
Gibbet Hill Grill (Restaurant)	61 Lowell Road	All Alcohol Restaurant	\$3,000.00	Paid
Gibbet Hill Grill (Barn)	61 Lowell Road	All Alcohol Restaurant	\$3,000.00	Paid
Masa, Inc. (Ixtapa Mexican Grill)	765 Boston Road	All Alcohol Restaurant	\$3,000.00	Paid
The Groton Inn	128 Main Street	All Alcohol Restaurant	\$3,000.00	Paid
The Groton Inn (Forge and Vine)	128 Main Street	All Alcohol Restaurant	\$3,000.00	Paid
Station House Restaurant	20 Station Ave	All Alcohol Restaurant	\$3,000.00	Paid
GPH Pub (Publick House Pub & Eatery)	94 Lovers Lane	All Alcohol Restaurant	\$3,000.00	Paid
GPH Pub (Function Hall)	94 Lovers Lane	All Alcohol Restaurant	\$3,000.00	Not Paid

Based on this, I would recommend that the Board not reduce the Fee and require full payment as all other licenses have been paid in full for next year. We can discuss this further at Monday's meeting.

2. The Town Hall Duct Work was fully cleaned last week. I am extremely pleased with the manner in which we have been cleaning and maintaining the Town Hall and all other public buildings during this Pandemic. I would like to thank our DPW employees for their hard work, particularly Tryna Walsh, Jim Kuzmitch, Jen Wade and Quintin Shea for their outstanding efforts. We continue to operate under all other protocols approved by the Select Board. I will update the Board with any additional issues at Monday's meeting.

**Select Board
Weekly Report
December 14, 2020
page two**

3. We continue to monitor the weekly health report issued by the Department of Public Health. Enclosed with this report is the latest report dated December 10, 2020. Groton continues to be classified as a “yellow” community with 62 new cases reported over the last two weeks. We will continue to be diligent in our efforts to address the impact this pandemic has on our operations. I will have a further update for the Board at Monday’s meeting.
4. The Library has been informed by the Head of Circulation of her intention to retire in April. The Library Trustees are requesting that the Select Board consider lifting the Hiring Freeze so that they can fill the position. Enclosed with this report is a memorandum from Library Director Vanessa Abraham outlining the rationale for this request. As this is an important position at the Library, I concur and would respectfully request that the Board approve lifting the Hiring Freeze so that the Library can hire a Head of Circulation. For your information, I have included funding for this position in my Proposed FY 2022 Operating Budget that provides for a level funded municipal budget. We can discuss this further at Monday’s meeting.
5. Enclosed for your review and approval are the Annual Licenses issued by the Board. As is our practice, I will read the licenses into the record at the meeting and would respectfully request that the Board consider approving them at Monday’s meeting.
6. As you will recall, the Select Board and the Groton Dunstable Regional School District Committee entered into an Intermunicipal Agreement (IMA) that allows the Town of Groton to bond the necessary funds should the Florence Roche Elementary School project be approved. Recently, the School Building Committee made a decision to pursue constructing a new Middle School Track at the Middle School Location. Since this is technically part of the project, should it go forward, the Town of Groton would need to bond the amount needed for the Track as well. To address this, in consultation with Bond Counsel, we have revised the IMA to allow the Town to bond the funds necessary for the Track. Enclosed with this report is the revised IMA. I have highlighted the section that changed in “red”. I would respectfully request that the Select Board vote to approve this IMA at Monday’s meeting.
7. At your November 30th meeting, I presented the Board with a request to allow me to enter into a new contract with the company that leases space on Cow Pond Brook Road for a Cell Tower. At that meeting, the Board asked me to determine the number of carriers on that Tower, as well as if there was a bond with the Town in the event we had to remove the Tower. To respond to the issues, I offer the following:
 - a. There were two carriers on the Tower, Verizon and Nextel. Unfortunately, Nextel just notified the Town of their decision to no longer locate on that tower. Therefore, only Verizon will be on the Tower. We will lose the revenue sharing payment of \$999 a month now that Nextel is no longer located on the tower. Verizon will continue to pay approximately \$3200 per month, plus escalators.
 - b. There is a bond on the tower for \$50,000 with the Town.

Continued on next page – Over >

**Select Board
Weekly Report
December 14, 2020
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7. Continued:

As far as why we have not seen this since 2004, I call your attention to page two of the Lease, paragraph 2. It reads that the “term of this Agreement (the “initial term”) is five years, commencing on the date (“Commencement Date”) Lessee signs this Agreement. This Agreement will be automatically renewed for three additional terms (each a “Renewal Term”) of five years, unless Lessee provides Owner notice of intention not to renew not less than 180 days prior to the expiration of the Initial Term or any Renewal Term.” Based on this, the lease actually expires in 2024. There has been no need for the Town to act on this lease since 2004 since the terms were automatically extended. We essentially signed a 20-year lease unless the Lessee gives the Town 6 months’ notice of its desire to terminate the lease. In 2009, Bay Communications, LLC, owner of the original lease with the Town, transferred the lease to SBA Towers, LLC. I signed the approval of the assignment. The terms and the conditions of the original lease (dated May 17, 2004) did not change. I apologize for my confusion on the initial lease. As far as the proposed extension., SBA Towers, LLC, wants to extend the lease, effective, May, 2024 for twenty-five years (five additional 5-year terms) through 2049. All terms and conditions of the original lease will remain in full force and effect. There are escalators in the lease (5% for each renewal), as well as revenue sharing, in the event they add another carrier to the Tower. According to the lease, the Town receives 25% of gross rents from subtenants who collocate on the Tower. I believe this clears up the confusion I caused by not having all of this information for the Board at your November 30th meeting. For that, I apologize. I would respectfully request that the Board vote to approve me signing the Lease extension at Monday’s meeting.

8. It will be my intention to set aside time each week in my Weekly Report to update the Board on the status of the Proposed FY 2022 Operating Budget. As of the writing of this report, I have no new updates for the Board. I will update the Board with any new information should it arise prior to the meeting.

9. Please see the update to the Select Board’s Meeting Schedule through the new year:

Monday, December 14, 2020	-Already Posted
Monday, December 21, 2020	-Discussion on Police Department Staffing -Consider Ratifying Town Manager Police Appointments -Approve Holiday Hours
Monday, December 28, 2020	-No Meeting
Monday, January 4, 2021	-No Meeting
Monday, January 11, 2021	-Presentation of Town Manager’s FY 2022 Proposed Operating Budget

MWH/rjb
enclosures

**LEGAL NOTICE
TOWN OF GROTON
PUBLIC HEARING**

Pursuant to Select Board Policy BOA-2019-6, the Town of Groton Select Board will hold a public hearing on Monday, December 14, 2020 at 7:15 P.M on Zoom (link to meeting can be found on the final posted agenda located at www.grotonma.gov, at least 48 hours before the meeting). The purpose of the Hearing will be to discuss a revision, reduction, waiver, or deferral of liquor license fees for calendar year 2021.

All interest parties are invited to attend.

SELECT BOARD

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

Groton Herald
12/4/2020
12/11/2020



Massachusetts Department of Public Health COVID-19 Dashboard – Thursday, December 10, 2020

Count and Rate of Confirmed COVID-19 Cases and Tests Performed in MA by City/Town, January 1, 2020 – December 8, 2020

City/Town	Total Case Count	Case Count (Last 14 Days)	Average Daily Incidence Rate per 100,000 (Last 14 days) ¹	Relative Change in Case Counts ²	Total Tests	Total Tests (Last 14 days)	Total Positive Tests (Last 14 days)	Percent Positivity (Last 14 days)	Change in Percent Positivity ³
Freetown	295	67	52.89	Higher	6556	827	80	9.67%	Higher
Gardner	603	188	67.57	Higher	19661	1897	201	10.60%	Higher
Georgetown	195	51	40.54	Higher	6978	906	55	6.07%	Higher
Gill	10	5	21.36	Higher	2634	103	5	4.85%	Higher
Gloucester	664	156	39.23	Higher	22380	2925	180	6.15%	Higher
Goshen	13	<5	24.70	Higher	404	38	5	13.16%	Higher
Gosnold	5	0	0	No Change	111	0	0	0%	No Change
Grafton	387	115	40.82	Higher	18625	2235	130	5.82%	Higher
Granby	124	26	30.38	Lower	5699	628	30	4.78%	Higher
Granville	31	5	23.05	Lower	1111	143	5	3.50%	Lower
Great Barrington	120	20	21.26	Lower	13364	914	21	2.30%	Higher
Greenfield	359	68	28.32	Higher	16572	1701	69	4.06%	Higher
Groton	168	58	35.44	Higher	12266	1331	62	4.66%	Higher
Groveland	145	50	52.17	Higher	5426	715	52	7.27%	Higher
Hadley	78	13	16.00	Higher	12095	1004	14	1.39%	Higher
Halifax	155	46	42.98	Higher	5084	594	48	8.08%	Higher
Hamilton	104	29	28.09	Higher	6063	864	33	3.82%	Higher

Data are current as of 11:59pm on 12/08/2020; For populations <50,000, <5 cases are reported as such or suppressed for confidentiality purposes. ¹ For the calculations used to delineate Grey, Green, Yellow, and Red, please see table on page 24. ²Number of new cases occurring over the current two-week period (11/22/2020 – 12/05/2020) compared to the previous two-week period (11/15/2020 – 11/28/2020). **Higher**=number of new cases in the current two-week period higher than the number of new cases during the last two-week period. **Lower**=number of new cases in the current two-week period lower than number of new cases during the last two-week period. **No change**=number of new cases in current two-week period is equal to the number of new cases during the last two-week period. ³Change in percent positivity compared to the previous week's (12/3/2020) report. **No Change**= <0.10% difference in the percent positivity. DPH calculates rates per 100,000 population using denominators estimated by the University of Massachusetts Donahue Institute using a modified Hamilton-Perry model (Strate S, et al. Small Area Population Estimates for 2011 through 2020, report, Oct 2016.) As of 11/5/2020, the Massachusetts Department of Public Health is using the 2019 population estimates, the most current available data. **Please note:** Data for these tables are based on information available in the DPH surveillance database at a single point in time. Case counts for specific cities and towns change throughout the day as data cleaning occurs (removal of duplicate reports within the system) and new demographic information (assigning cases to their city or town of residence) is obtained.

December 2, 2020

To: Mark Haddad, Town Manager, and Groton's Select Board

From: Vanessa Abraham, Library Director

Re: Request for Permission to Fill the Upcoming Head of Circulation Services Vacancy

The Library's Head of Circulation Services, Lisa Baylis, has decided to retire on April 1, 2021.

While I realize this will immediately be seen in light of the hiring freeze and saving a \$62,000 salary (range \$51K-\$64K) and benefits, I ask you to please consider how much Groton gets for this 0.0015% of the town budget and to grant us permission to fill this position.

The Head of Circulation Services plays an oversized role in the Library; she manages, trains, directs, supports, and mentors a mostly part-time, hourly staff of up to 12, and provides circulation cross-training to all 10 other public service staff. Here's the existing organizational chart for the Library:

- **The Library Director Directly Supervises up to 12 people** (Head of Circulation Services, Head of Children's Services, Technology Librarian, Reference Librarian, Teen Librarian, Custodians, Adult Program Coordinator, Administrative Assistant, and up to 3 Sunday Reference Librarians)
- **The Head of Children's Directly Supervises up to 5 people** (Half-time Library Assistant, 3 Part-Time Library Assistants (1 currently unfilled), and Summer Reading Assistant)
- **The Head of Circulation Directly Supervises up to 12 People** (Full-Time Library Assistant, Half-Time Library Assistant, 6 Part-Time Library Assistants (1 currently unfilled), 3 Shelves, and Sunday Library Assistant)

Without the Head of Circulation Services, suddenly the largest, most central department in the library is headless and suddenly the already over-extended Director (many area libraries have both a Director and Assistant Director for good reason) is directly managing not 12 people, but 24. This is inconceivable.

The Town receives enormous benefit by the Library being staffed with a substantial number of part-time hourly workers, who get paid only when they work and who generally are hired at the lowest rate of pay; they receive no benefits, no holidays, no vacation, no sick, no insurance, nothing except one personal day off (pro-rated) each year. These part-time workers are the Town's most cost-effective employees, especially as they take nearly all lower-level task work off the highest paid staff members. But this benefit only works when they are all trained, supported, mentored, and managed - an enormous job - and only part of the responsibilities of the Circulation Dept. Head.

The Head of Circulation is at the heart and center of all library operations: training and endlessly updating staff on the circulation computer system, circulation policies and

procedures, rooms and museum passes use and booking; managing the schedule, staff needs, and library needs; addressing any and all staff and patron issues and problems; assisting patrons in person, via curbside, local delivery, phone, and email; mentoring staff on customer service; cross-training on circulation for all public service staff in every department, and supervising volunteers; plus overseeing all materials management and workflow throughout the entire organization, not to mention purchasing fiction, bestsellers, audiobooks, and more...and this is by no means a comprehensive list; it is only a brief overview of some of what the Head of Circulation does.

It takes a lot of people to staff, serve, and maintain a three-story public library 6 days a week, 52 hours a week (during a normal year), while also covering for staff taking contractually obligated time off (vacation, sick, personal, holiday, etc.). During the COVID-19 pandemic, it takes a lot of people in Circulation to make our highest demand, full-service, curbside pick-up work, support the Children's window services, and manage all deliveries, appointments and wellness screenings for all the reference services open to the public by appointment on the top floor, as well as support multiple book groups and a full and robust schedule of children's, teens, and adult programs, outreach to community groups, manage all materials and collections, and follow all COVID-19 protocols, mandates, and safety guidelines to protect the staff and public. It is impossible to imagine how we would run these operations without a Central Department Head to disseminate information, make decisions about workflow, processing, materials management, and staff training, and communicate to MVLC, state organizations, other libraries, vendors, staff, and patrons on services available and how to access.

In a time of rising unemployment, increasing numbers of families homeschooling children, students attending school remotely part- or full-time, and unprecedented levels of teen/adult/senior isolation, there has never been a greater need for library services, resources, and support. We are Groton's local job and career center, its local and 24/7 school library (pre-K to college), a center of engagement and interaction online with programs for all ages, and a lifeline to so many desperate for entertainment and temporary escape through books, movies, audio, and more from the pandemic and all its attendant challenges.

The Library is a light for so many; please allow us to continue doing everything we can to serve the community in their time of greatest need by allowing us to hire the most critical role essential to all library services, second only to the Director, the Head of Circulation Services.



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Town Manager
Mark W. Haddad

TO: Mark Haddad, Town Manager
FROM: Dawn Dunbar, Executive Assistant
DATE: December 10, 2020
RE: 2021 License Renewals – Alcohol, Common Victualler (CVL) & Class II

The following licenses require Select Board approval for renewal for calendar year 2021:

- **Omahi Realty, LLC, dba Boston Road Market, Piyush Patel, Manager**
Located at 871 Boston Road
All Alcohol Package Store & CVL
Hours of Operation: Mon to Sat 8:00 AM – 11:00 PM; Sun 10:00 AM – 10:00 PM
Licenses to expire on December 31, 2021
- **Groton Market, Inc., John Madigan, Manager**
Located at 235 Main Street
All Alcohol Package Store
Hours of Operation: Mon to Sat 9:00 AM - 9:00 PM, Sun 11:00 PM - 6:00 PM
License to expire on December 31, 2021
- **Marchand, Denis H. & Estelle C., dba Craven's Package Store, Denis H. Marchand, Manager**
Located at 777 Boston Road
All Alcohol Package Store
Hours of Operation: Mon to Sat 8:00 AM - 11:00 PM, Sun 10:00 AM - 11:00 PM
License to expire on December 31, 2021
- **Filho's Cucina, Inc., dba Filho's Cucina, Oswaldo Filho, Manager**
Located at 235 Main Street
CVL & Carry-In
Hours of Operation: Mon to Thurs 11:00 AM – 8:00 PM, Fri & Sat 11:00 AM – 9:00 PM, Sun 12:00 PM – 8:00 PM
Licenses to expire on December 31, 2021
- **Main House, Inc., Chang Wen Huang, Manager**
Located at 495 Main Street, Unit 3C
CVL
Hours of Operation: Mon-Sun 11:00 AM – 10:00 PM
License to expire on December 31, 2021
- **FJ Catalano Enterprises, Inc., dba Dunkin Donuts-Groton Center, Steve Catalano, Owner**
Located at 133 Main Street
CVL
Hours of Operation: Mon-Sun 5:00 AM – 7:00 PM
License to expire on December 31, 2021

- **Courtney's Donuts, LLC, dba Dunkin Donuts-Groton Forge, Steve Catalano, Owner**
Located at 3 Forge Village Road
CVL
Hours of Operation: Mon-Sun 6:00 AM – 7:00 PM
License to expire on December 31, 2021
- **Courtney's Donuts, LLC, dba Dunkin Donuts-Groton Haffners, Steve Catalano, Owner**
Located at 318 Main Street
CVL
Hours of Operation: Mon-Sun 6:00 AM – 8:00 PM
License to expire on December 31, 2021
- **Energy North Incorporated., dba: Haffner's 3120, Ruth Fichter, Manager**
Located at 318 Main Street
CVL
Hours of Operation: Mon-Sun 6:00 AM – 10:00 PM
License to expire on December 31, 2021
- **Gibbet Hill Grill LLC, dba Gibbet Hill Grill Restaurant and The Barn at Gibbet Hill Function Hall, Martha Lisio, Manager**
Located at 61 Lowell Road
All Alcohol Restaurant (2) & CVL (2)
Hours of Operation (Barn & Grill): Mon-Sun 11:00 AM – 1:00 AM
License to expire on December 31, 2021
- **Groton Medical Wellness Spa, LLC, dba Evans Energy Wellness Café, Jean Nordin Evans, Manager**
Located at 493 Main Street
CVL
Hours of Operation: Mon-Fri 9:00 AM - 5:00 PM
License to expire on December 31, 2021
- **Seven Hills Pediatric Center, Holly Jarek, Manager**
Located at 22 Hillside Ave
CVL
Hours of Operation: 24/7
Licenses to expire on December 31, 2021
- **Masa, Inc., dba Ixtapa Grill & Cantina, Eric Brambila, Manager**
Located at 765 Boston Road
All Alcohol Restaurant & CVL
Hours of Operation: Sun to Thurs 11:00 AM - 10:00 PM, Fri & Sat 11:00 AM - 11:00 PM
Licenses to expire on December 31, 2021
- **Shaw's Supermarkets, Inc., dba Shaw's Supermarket #627, Mike Ricciardi, Manager**
Located at 760A Boston Road
CVL
Hours of Operation: Mon to Sat 6:00 AM - 10:00 PM, Sun 6:00 AM – 9:00 PM
License to expire on December 31, 2021
- **Blackbird Café, Inc., dba Blackbird Café, Ally Watkins, Manager**
Located at 491 Main Street
CVL
Hours of Operation Mon-Sun: 7:00 AM – 3:00 PM
License to expire on December 31, 2021
- **Country Butcher & Deli, Inc., Kenneth Demers, Manager**
Located at 68 Boston Road
CVL
Hours of Operation: Mon-Fri 10:00 AM–5:00 PM, Sat 10:00 AM–3:00 PM
License to expire on December 31, 2021

- **RiverCourt Residences, Richard Kendall, Manager**
 Located at 8 West Main Street
 CVL
 Hours of Operation: 24/7
 License to expire on December 31, 2021
- **The Natural Market, Inc., dba The Natural Market, Joan Reardon, Manager**
 Located at 148 Main Street
 CVL
 Hours of Operation: Mon to Sat 9:30 AM to 6:30 PM, Sun 11:00 AM to 5:00 PM
 License to expire on December 31, 2021
- **128 Main Street, LLC; dba: The Groton Inn & Forge & Vine; Patricia Anne Tompkins, Manager**
 Located at 128 Main Street
 All Alcohol Restaurant (2), CVL (2), Entertainment (2) and Sunday Entertainment (2)
 Hours of Operation: Mon-Sat 8:00 AM – 1:00 AM, Sun 10:00 AM – 1:00 AM (Groton Inn & Forge & Vine)
 License to expire on December 31, 2021
- **Station House Restaurant, LLC, dba: The Station House, Andrew L. McElroy, Manager**
 Located at 20 Station Ave
 All Alcohol Restaurant & CVL
 Hours of Operation: Mon-Sat 8:00 AM – 12:00 AM; Sun 10:00 AM – 1:00 AM
 License to expire on December 31, 2021
- **Gilson Family Herb Enterprises, dba The Herb Lyceum, David Gilson, Manager**
 Located at 368 Main Street
 CVL & Carry-In
 Hours of Operation: Mon-Sun 10:30 AM – 11:00 PM
 Licenses to expire on December 31, 2021
- **Bruno Ferreira, dba Bruno's Pizzeria, Bruno Ferreira, Manager**
 Located at 195 Main Street
 CVL
 Hours of Operation: Mon-Sun 9:30 AM – 8:30 PM
 License to expire on December 31, 2021
- **Santi's Restaurant & Dairy Bar, dba Johnson's Restaurant & Dairy Bar, Richard Santiano, Manager**
 Located at 164 Boston Road
 CVL & Carry-In
 Hours of Operation:
 Summer Hours: Mon-Sun 6:00 AM – 9:00 PM
 Winter Hours: Mon-Sun 6:00 AM – 3:00 PM
 Licenses to expire on December 31, 2021
- **Groton House of Pizza, Theo Stefanakos, Manager**
 Located at 129 Main Street
 CVL & Entertainment
 Hours of Operation Mon-Sun 11:00 AM – 8:00 PM
 Licenses to expire on December 31, 2021
- **Dolce Amar Sweets to Love, Raffaella Gutterman, Manager**
 Located at 497 Main Street, Suite A
 CVL
 Hours of Operation: Mon-Sun 7:00 AM – 5:00 PM
 License to expire on December 31, 2021

- **Groton Towing, Inc., Robert Olson, Manager**
 Located at 455 Main Street
 Class II
 Hours of Operation: Mon-Fri 8:00 AM – 6:00 PM; 24/7 for towing
 License to expire on December 31, 2021
- **Salt & Light, Café, Josiah & Linda Coleman, Manager**
 Located at 159 Main Street
 CVL
 Hours of Operation: Mon - Fri 6:00 AM to 4:00 PM, Sat 7:00 AM – 4:00 PM
 License to expire on December 31, 2021
Contingent on receipt of renewal paperwork
- **NESSP Sai Canteen, Neelkanth Mishra, Manager**
 Located at 99 Shirdi Way
 CVL
 Hours of Operation: Daily: 8:00 AM – 8:30 PM
 License to expire on December 31, 2021
Contingent on receipt of renewal paperwork
- **GPH Pub, LLC, dba: The Groton Publick House Pub and Eatery, Christopher Frothingham, Manager**
 Located at 94 Lovers Lane
 All Alcohol Restaurant (2) and CVL (2)
 Hours of Operation: Daily 10:00 AM – 1:00 AM (Restaurant & Function Hall)
 License to expire on December 31, 2021
- **A.L. Prime Energy, Mark Shiekhabdou, Manager**
 Located at 619 Boston Road
 CVL
 Hours of Operation: Mon-Sat 5:00 AM – 10:00 PM, Sun 6:00 AM – 9:00 PM
 License to expire on December 31, 2021

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, which project will also involve costs of designing and constructing a new track and field facility as the existing track and field facility must be relocated in order to construct the new Florence Roche Elementary School (collectively, 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.

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.

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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 _____, 202_.

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, DECEMBER 7, 2020
UN-APPROVED**

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

Also Virtually Present: Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant; Melisa Doig, HR Director; Patricia Dufresne, Town Accountant; Michael Hartnett, Tax Collector/Treasurer; Hannah Moller, Assistant Tax Collector/Treasurer; Megan Foster, Assistant Assessor; Tom Delaney, DPW Director

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

TOWN MANAGER'S REPORT

1. Mr. Haddad said that there were no specific town actions relative to COVID. He said he had not heard of any issues with the Town Hall being open by appointment only.
2. Mr. Haddad said that Groton had 54 cases in the last 14 days. He said that the percent positivity rate for Groton was 3.88% which had been increasing. He said that based on this information, he would keep protocols in place and revisit it again after the holidays. Ms. Pine asked if Town Hall being closed was creating a hardship for anyone. Mr. Haddad said that he wasn't aware of any hardships adding the drop box out back had been working thus far.
3. Mr. Haddad said that the Affordable Housing Trust had recommended unanimously that Richard Perini be appointed to serve a vacancy they had. Mr. Haddad reviewed Mr. Perini's qualifications. He asked the Board to consider making this appointment through June 30, 2021.

Mr. Reilly made a motion to appoint Richard Perini to the Affordable Housing Trust through June 30, 2021. Mr. Degen seconded the motion. Roll Call: Manugian-aye; Pine-aye; Degen-aye; Reilly-aye; Giger-aye

4. Mr. Haddad said that at their last meeting, the Board approved the proposed reorganization of the Treasurer/Collector's Office with his appointment of Hannah Moller as the Treasurer/Collector in Training. Mr. Haddad said that since her current position as Assistant Treasurer/Tax Collector was a union position, they needed to remove her from the Union and put her under contract with the Town to allow her to participate in Budget Deliberations and perform the duties associated with the Training Program. Mr. Haddad said that he had drafted an employment agreement for seven months until Ms. Moller was appointed as the Permanent Treasurer/Tax Collector next July. Mr. Haddad said that they would like to enter into a contract with her for Tax Collector/Treasurer in Training through June 30, 2021. He said that he sent an amended contract to the Board that afternoon and asked them to vote to ratify the contract.

Ms. Pine made a motion to ratify the contract as proposed. Ms. Manugian seconded the motion.

Mr. Degen asked Ms. Moller if she was happy with the contract. Ms. Moller said that she was happy with the proposed contract.

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

5. Mr. Haddad said that the Finance Team had spent the last several days reviewing the various budgets submitted by the department heads, boards and committees adding everyone had done a great job with their budget presentations. He said that three members of the Finance Committee attended all budget meetings adding Mr. Degen attended many also. Mr. Haddad reviewed the budget guidance he was provided. Mr. Haddad said that they would be bringing them a level funded budget on December 31st. He said that there was pain in the budget. He said that the budget was not in balance and needed some guidance. He said that the GDRSD was still in the process of developing their budget and had been working cooperatively with the Town. He said that for planning purposes, he

was using the anticipated budget they had in their five-year projection last year. In FY 2022, the Assessment was estimated to be \$24,171,732. Based on their projections, this was to be an increase of 5.81% (or \$1,328,618). Mr. Haddad said that the issue was that the original FY 21 Assessment was \$22,843,114, however, due to the use of their Excess and Deficiency Fund to offset last year's budget, their actual assessment was \$22,020,595. Mr. Haddad said that in order to fund the budget at their projection would require an increase of \$2,151,137 over the FY 21 Assessment or an increase of 9.77%. Mr. Haddad said that this would cause a budget deficit of \$731,683. He said that to balance the budget, he could only set aside an increase of \$1,419,545 or 6.45%. Mr. Haddad said that he needed further guidance from the Select Board prior to finalizing the budget. He said that to cut the municipal budget further would mean major reductions in services.

Ms. Manugian said that she needed to understand what a portion of that \$731K would mean in reductions to the municipal budget. Mr. Haddad said that he provided GD with budget projections on Friday adding GD was working to get the Town an idea of numbers. Mr. Robertson said that budget reviews were excellent adding the departments knew their budgets. He applauded the talent that worked for the Town. He said that it was so early in the process adding this was at least a 6% increase in GD's budget. He said that they needed to see where the schools ended up with free cash also. He said it was just too early to look at reductions on the town side just yet. Mr. Haddad said that because it was early and he had to present a budget by December 31st, he had set aside \$1.4M for the schools and could put together a list of estimated reductions for when the time came to review that. Ms. Manugian said that what had said made sense. Mr. Haddad said that he was going to provide a list of what they cut to get to the \$15.1M budget and would also provide a list of priority items to be replaced. Ms. Pine said she thought it was a good idea to wait a bit. She said she had mixed feelings about publicizing a list of possible reductions and didn't know when the right time was to present a list of such. Mr. Giger said that should it be necessary to cut the budget more, he said it behooved them to prioritize how to do that now. He said it would cause people to get excited but shouldn't leave it to the last minute. Mr. Degen said that Mr. Haddad had not yet detailed what cuts had already been made and cautioned them to release any premature lists of potential cuts. He said they still had plenty of time to put together a list and wouldn't be rushed. Mr. Haddad said that he would begin to put together a list should they need to discuss further cuts at a later date to Mr. Giger's points. Mr. Haddad said that he would continue to discuss this with the Board. He thanked the Finance Team for all their help and hard work last week.

6. Mr. Haddad reviewed the Board's schedule for the next couple of meetings.

Mr. Giger asked if there was a plan for looking a fee reductions/waiver and was concerned they hadn't discussed how best to handle this. Ms. Manugian said that she and Mr. Haddad had talked about looking at whole categories instead of by a case-by-case basis. Mr. Haddad said that in looking at estimated receipts for next year, he said that Ms. Dunbar was going to ask for a fee increase in transfer station fees adding that liquor licenses/CVL licenses were going to be the only ones that were going to be looked at across the board and not a case-by-case basis. Mr. Giger mentioned PPP loans that local small businesses received and should be something they consider taking into consideration. Mr. Degen said that PPP loans were for keeping people whole on payroll and did not agree that businesses should be penalized for obtaining such a loan. Ms. Pine said that the program was made available and shouldn't have any bearing on what they would be considering next week. Mr. Giger said that everyone needed to be aware of this and about questions that may be raised relative to PPP loans and fee waiver/reductions. Ms. Pine said it was incumbent on them to make it clear there was no connection between possible fee reductions and PPP loans.

TRANSFER STATION FEE PROPOSAL

Mr. Haddad said that as part of the budget process, they were tasked with looking at revenue at the Transfer Station to see if they could close the gap between revenue and expenses. He said that Ms. Dunbar was tasked with looking at revenue and had a proposal for the Board.

Ms. Dunbar said that she had been tasked with looking at ways to close the gap between revenue and expenses at the Transfer Station. She said that one way to do this was to look at sticker and bag fees. Ms. Dunbar explained how she started by comparing Groton's fees to 17 other communities within the Commonwealth with Transfer Stations. She explained a

spreadsheet she had prepared on this. Ms. Dunbar said that the mean average on sticker fees was \$134/year adding that Groton currently charged \$60. Ms. Dunbar explained that if they raised sticker fees from \$60 to \$80, they would see a potential increase in revenue of \$23K based on the no change to the current 1532 households that use the Transfer Station. Ms. Dunbar explained that if they were to increase all bag fees, they would see a potential increase of \$41K in revenue. Mr. Haddad said that based on this, they had increased estimated receipts by \$40K in the FY22 budget. Ms. Dunbar said that the lowest cost in town for curbside pickup was \$42/month or \$504 annually. She said that people who used the Transfer Station could still see a savings of \$125/year based on an example she had provided.

Mr. Degen said that he used curbside pickup and spent \$600/annually. He said that a 5-person household would use more than 2 bags per week and thought that number was a little low. He said that they were well below their neighbors in Ayer in Littleton when it came to their fees. Mr. Degen said that as a compromise, because tax payers were subsidizing the Transfer Station, in the following year in subsequent years, they could raise stickers by \$5 and bag fees by .50 cents also. Ms. Pine said that they were still low compared to the other towns and thought they should enact this proposal. She said that they should also revisit this again next year. She said that they also should be looking at their comp towns to see how they compare. Mr. Giger said it behooved them to put together a profit and loss for the Transfer Station. Mr. Haddad said that they could update one they had already. Mr. Reilly asked where they were with other fees such as tv's, etc. Mr. Delaney said that those other fees were increased in 2017 adding they were in line with other communities. Mr. Robertson said that what surrounding towns paid was important but they needed to know on an apples to apples based on their community use. Mr. Delaney said that people would start to look for new stickers in April. Mr. Haddad said that if they were inclined to accept the proposal, they would want to make this effective May 1, 2021. Mr. Degen said he would vote for a fee increase but thought they should have a public hearing on this. Ms. Manugian said that there was comfort with a fee increase and thought a public hearing might be a good thing to do.

MINUTES

Ms. Manugian asked for a motion to approve the meeting minutes of November 21, 2020 and November 28, 2020 as presented. Mr. Degen made the motion. Ms. Pine seconded the motion. Roll Call: Manugian-aye; Pine-aye; Degen-aye; Giger-aye; Reilly-aye

Ms. Manugian adjourned the meeting at 8:11pm.

Approved: _____
Rebecca H. Pine, Clerk

_____ respectfully submitted:
Dawn Dunbar, Executive Assistant

Date Approved: