

Select Board Meeting Packet

April 12, 2021

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, APRIL 12, 2021
AGENDA
VIRTUAL MEETING
BROADCAST ON ZOOM AND THE GROTON CHANNEL
PURSUANT TO GOVERNOR'S EXECUTIVE ORDER
CONCERNING THE OPEN MEETING LAW
ZOOM MEETING ID: 823 4345 2030**

- 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 Approving Early Voting Recommendation from the Town Clerk for the 2021 Annual Election
 5. Consider Approving Florence Roche Elementary School Project Scope and Budget Agreement
 6. Consider Issuing RFP for Town Counsel Services
 7. Consider Adopting M.G.L. Chapter 59 Section 5N - Reduction of Property Tax Obligation of Veterans in Exchange for Volunteer Services
 8. Consider Approving Town Counsel's Budget for ABCC Appeal
 9. Discussion – Opting Out From Spraying by the State Reclamation and Mosquito Control Board
 10. Finalize and Approve Warrant for 2021 Spring Town Meeting
 11. Update from Town Manager on FY 2022 Proposed Budget
 12. Update on Select Board Schedule through Town Meeting
- II. 7:15 P.M. Affordable Housing Trust – Discuss and Consider Select Board's Position on Affordable Housing Trust's CPA Application

OTHER BUSINESS

ON-GOING ISSUES – For Review and Informational Purposes

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

SELECT BOARD LIAISON REPORTS

- III. Minutes: Virtual Meeting of March 29, 2021

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: *April 12, 2021*

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. The Affordable Housing Trust will be present to discuss the Board's position against their CPA Application for \$150,000 to explore possible locations for the development of affordable housing.
2. The Center for Disease Control and the Commonwealth of Massachusetts have revised their COVID-19 protocols with regard to travel. Based on this, the Fire Chief and I have revised our Infectious Disease Policy by amending the vaccination section to read as follows:
 - *Employees that have received their full dosing of a COVID-19 vaccine shall be able to return to work immediately upon return from any travel. They will be required to self-monitor for a period of ten (10) days.*

Attached to this report is the revised red-lined policy for your review. I would respectfully request that the Board vote to adopt the amended policy at Monday's meeting. We continue to operate under the protocols approved by the Board last May. If necessary, I will have an additional update at Monday's meeting.

3. As of the writing of this report, the Department of Public Health has not updated the weekly health report. It will hopefully be updated by Monday and I will update the Board at the meeting.
4. Chapter 5 of the Acts of 2021 authorizes temporary changes to local elections held before June 30, 2021. Essentially, there are two changes that impact this year's Annual Election scheduled to be held on May 25, 2021. First, individuals taking COVID-19 precautions can vote absentee and, second, early voting has been authorized. Enclosed with this report is a memorandum from Town Clerk Michael Bouchard outlining how he would like to implement these changes for the Annual Election. He will be in attendance at Monday's meeting to discuss this further with the Board and request that the Board approve his plan for early voting. We can discuss this in more detail at the meeting.

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Weekly Report
April 12, 2021
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5. As part of the Florence Roche School Construction Project, the MSBA requires the Town and District to enter into a Project Scope and Budget Agreement. Town Counsel has reviewed and approved the Agreement as to form. Enclosed with this Report is the Agreement, along with Town Counsel's certification for your review. Since the Town will be borrowing the funds on behalf of the District, both the Select Board and Regional School Committee will have to approve the Agreement. To approve the Agreement, the Select Board needs to take the following two votes at Monday's meeting:

Motion #1: "The Select Board acknowledges and approves the following statement. *The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances, by-laws, and policies to execute and deliver the Project Scope and Budget Agreement, and any amendments thereto, on behalf of the District and to bind the District to its terms and conditions: Superintendent and Town Manager.*"

Motion #2: "The Select Board acknowledges and approves the following statement. *The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions on behalf of the District with respect to the Proposed Project described in the Project Scope and Budget Agreement and any amendments thereto: Superintendent and Town Manager.*"

David Saindon and Eileena Long from Leftfield, our Project OPM, will be in attendance at Monday's meeting to answer any questions you may have with regard to this Agreement.

6. Enclosed with this report is the draft RFP for Town Counsel Services. I would respectfully request that the Board authorize me to issue this RFP this week.
7. As the Board will recall, at your March 29th Meeting, Treasurer-in-Training Hannah Moller requested that the Board consider adopting M.G.L., c.59, §5N, which provides for a reduction of property tax obligation of Veterans in exchange for volunteer service. This program is similar to the Senior Work-off Program that we currently offer. I would respectfully request that the Board vote to adopt this law and set the maximum property tax reduction at \$1,500 based on minimum wage. We can discuss this further at Monday's meeting.
8. Town Counsel has provided to the Board under separate cover a proposed budget of between \$12,200 and \$16,600 for the ABCC Appeal of the Kent Ventures, LLC Liquor license denial. The Board needs to decide if you want to approve that budget.
9. At your March 29th Meeting, the Select Board rightly questioned how the recent "Opt-Out" of the State Reclamation and Mosquito Control Board would impact the Town. I mistakenly believed that this did not impact Groton, as we are not part of any mosquito control project. At the request of the Select Board, I reached out to Town Counsel and asked for his opinion on how this would impact Groton. The "Opt-Out" is from the State spraying the Town of Groton should the State Department of Public Health determine there is an elevated risk of arbovirus such as Eastern Equine Encephalitis (EEE) for that year.

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9. Continued:

The Select Board would have to vote, after receiving input from the Board of Health, on whether or not they wish to “Opt-Out”. Should the Board vote to “Opt-Out”, we would have to supply the State with an alternative plan to deal with mosquitos that would have to be approved by the State. I reached out to the Board of Health and they provided the following recommendation to the Board:

“The Board of Health voted unanimously to advise the Select Board that the Board of Health would strongly recommend opting out of the State Reclamation and Mosquito Control Board. At the same time the Board of Health also recognizes that the level of effort in choosing to opt out is uncertain and would ask that if determined impractical for this current period then the Board of Health would strongly recommend applying ourselves towards this same goal for next year. The Board of Health fully appreciates that the MA Department of Public Health would commend spraying in the event of an emergency. Ira Grossman will work with other departments to complete next steps required should the Select Board vote to opt out. The Board of Health understands that the Select Board makes the final decision with regard to whether or not to opt out.”

While I appreciate the Board of Health’s position, we do not have the manpower, equipment or budget to implement an alternative plan. In my opinion, the only way to do this would be to join the Central Mass Mosquito Control Project, which would cost us over \$78,000 a year and they would spray for mosquitos annually. Given our budget situation, I cannot recommend taking this on when the state will spray only if there is an elevated risk of EEE or West Nile Virus. Based on this, I would recommend that the Town ***not*** opt out of the State Reclamation and Mosquito Control Board. We can discuss this in more detail at Monday’s meeting.

10. Enclosed with this report is the Final Draft of the 2021 Spring Town Meeting Warrant. I would like to spend some time at Monday’s meeting reviewing any remaining positions the Board wishes to make. Specifically, the Board may want to consider the following:

Article 6 – Capital Budget – Item #8 – Golf Carts – After investigating the potential for moving to electric golf carts this summer at the Country Club, I am recommending a hybrid approach in which we purchase 21 gas powered carts and 4 electric carts. This will allow us to determine the long-term viability and cost of moving to a total electric fleet and not require any additional capital expenses in FY 2022. Please see attached memorandum from Shawn Campbell. I would respectfully request that the Board vote to approve this approach. The Capital Request of \$25,000 would not change.

Article 11 – Extend Groton Center Sewer District – The Sewer Commission conducted a public hearing on this request and voted to recommend this Article to Town Meeting. The Select Board had originally deferred your position until such time as the Sewer Commission took a position.

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Weekly Report
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10. **Continued:**

Article 12 – Grant Easement for Sewer Connection – 227 Boston Road – The Select Board has made no recommendation on this Article. I am still waiting for an appraisal from the proponent of the Article. I will update the Board at Monday’s meeting with any new information.

Article 14 – CPA Funding Recommendations – Proposal D – Site Assessment Study – The Affordable Housing Trust is scheduled to come to Monday’s meeting to discuss the Select Board’s recommendation against this proposal.

Article 15 – Amend Zoning Bylaw – Clarifications – The Planning Board held the public hearing on this Article last Thursday. They have voted unanimously to recommend the Article. I would ask if the Board would like to take a position on the Article as well.

I would respectfully request that the Select Board vote to approve and issue the Warrant at Monday’s meeting. It is scheduled to go to the Printer Tuesday morning and delivered to all households on Saturday, April 17th.

11. I have no update on the Fiscal Year 2022 Budget as of the writing of this report. I will provide the Board with any necessary update at the meeting.

12. Please see the update to the Select Board’s Meeting Schedule through Spring Town Meeting:

Monday, April 12, 2021	-Already posted
Monday, April 19, 2021	-No Meeting – (Patriot’s Day Holiday)
Tuesday, April 20, 2021	-Meeting at 10:00 a.m. in Joint session with the Planning Board to Fill a Vacancy on the Planning Board until the next Election
Monday, April 26, 2021	-Final Spring Town Meeting Prep -Consider adopting revised Police Department Rules and Regulations
Saturday, May 1, 2021	2021 Spring Town Meeting

MWH/rjb
enclosures



SELECT BOARD POLICY

Policy Category:	Human Resources
Policy Number:	HR – 2020 - 1
Latest Revision Date:	March 15, 2021 April 12, 2021

POLICY NAME: Infectious Disease Protocols Policy

I. Purpose and Scope

The purpose of this policy is for the Town of Groton to be prepared to implement workplace measures to protect employees and ensure business continuity in dealing with the Coronavirus (COVID-19). The health and wellbeing of our employees and the public we serve is our utmost priority.

II. Applicability

The below protocols apply to all Town personnel, including paid part-time and full-time, temporary, seasonal, detail, call, stipend, and contract employees, and all board or committee members, both elected and appointed (hereinafter "employees").

III. Town Protocols to Prevent Spread of COVID-19 Between and Among Town Employees

A. Sick employees should stay home.

- Boards, Committees, Department Heads and Supervisors should advise their employees to be alert to any signs or symptoms associated with COVID-19, including respiratory symptoms (coughing, sneezing, shortness of breath) and/or a temperature above 100.4 F. Anyone experiencing flu-like symptoms should notify their Department Head and stay home if they are ill or becoming ill.
- Employees who have been diagnosed with COVID-19 are prohibited from reporting to work. Prior to returning to work, an employee will be required to provide a doctors' note from their physician certifying that they are medically cleared to return to work.



SELECT BOARD POLICY

- Employees who are not exhibiting symptoms but who have had contact with a person diagnosed with COVID-19 will be required to self-quarantine themselves for 14 days from contact with someone that has been diagnosed with COVID. Self-quarantine is defined as separation of a person or group of people reasonably believed to have been exposed to a communicable disease but not yet symptomatic, from others who have not been so exposed, to prevent the possible spread of the communicable disease. An employee will be required to provide a satisfactory physician's note before returning to work. An employee ordered to self-quarantine by the Town will be placed on a paid administrative leave status for the quarantine period. If the employee tests positive for COVID-19, however, their status will be changed to sick leave pending their return to work.
- Employees who have received a full dosing of COVID-19 vaccine shall not be required to quarantine unless they become symptomatic.
- Employees with accrued, unused sick leave benefits will continue to receive their regular compensation during the period of their absence until sick leave benefits are exhausted, or they are cleared to return to work, whichever occurs first. Employees without accrued, unused sick leave may use accrued vacation leave and/or personal leave to receive compensation during their absence, at their discretion.

B. Sick employees who report to work will be directed to go home.

- Employees are not to come to work if they exhibit COVID-19-like symptoms. COVID-19 is highly contagious through direct person-to-person contact. Any Town employee, official, or volunteer exhibiting symptoms of COVID-19 upon arrival or becoming ill during the day shall be promptly separated from other workers and be sent home. An employee will need to check in with their Department Head to update their status and be cleared by a doctor to return to work. Please be advised that we as an employer, are aware of the provisions of the Americans with Disabilities Act and Family Medical Leave Act.

C. Travel

- The Town of Groton will not restrict personal travel, however if you plan to travel domestically or internationally, we ask that you please let your Department Head know in advance. It is not mandatory for you to disclose this information, but would assist in reducing the risk of infection and transmission.



SELECT BOARD POLICY

- If you travel to any foreign country or restricted State, you will be required to stay home for a minimum period of 10 days after you return home to ensure that you are not carrying the COVID-19 virus. Your accrued, unused sick and/or vacation leave benefits will be charged during your period of quarantine.
- In Lieu of this, employees can begin quarantine and take a COVID test on day 5 after return. Once a negative test result is obtained, the employee can return to work with self-monitoring.
- ~~Employees that have received their full dosing of a COVID vaccine shall be tested 3 days after return from a foreign country or restricted state and can return to work with a negative test with self-monitoring.~~

D. Vaccinated Employees

- Employees that have received their full dosing of a COVID-19 vaccine shall be able to return to work immediately upon return from any travel. They will be required to self-monitor for a period of ten (10) days.
- For the purposes of this guidance, people are considered fully vaccinated for COVID-19 ≥ 2 weeks after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or ≥ 2 weeks after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).
- Fully vaccinated people can:
 - Visit with other fully vaccinated people indoors without wearing masks or physical distancing
 - Visit with unvaccinated people from a single household who are at low risk for severe COVID-19 disease indoors without wearing masks or physical distancing
 - Refrain from quarantine following a known exposure if asymptomatic

E. Health and Safety Reminders

- Employees and volunteers are encouraged to wash their hands often with antibacterial soap and water or use an alcohol-based hand cleaner, especially after coughing or sneezing.;
- Avoid close contact with people who appear unwell and have a fever and/or cough;



SELECT BOARD POLICY

- Cover your mouth and nose with a tissue;
- Avoid touching your eyes, nose, and mouth; and
- Stay home if you are sick.
- Maintain 6 feet separation distance from others
- Do not shake hands

F. **Clean surfaces and items that are more likely to have frequent hand contact.**

- Employees and volunteers are encouraged to frequently clean all commonly touched surfaces in the workplace, such as workstations, countertops, and doorknobs with disinfectant.

G. **Working From Home**

- The Town of Groton may consider temporary work arrangements and flexible schedules. This will be determined by the Town Manager and the Department Head on a case-by-case basis. If it is determined that an employee is allowed to work from home, they will not have to use any sick or vacation time, unless they are unable to fulfill their hours.

III. **Resources**

We recognize these are very stressful times. The Employee Assistance Program (EAP) is available for you to get help to deal with any concerns regarding your health and well-being. This is free of charge and a confidential program for you and your family. Below are the links that are available:

Employee Assistance Program:

<https://www.emiia.org/well-aware/4/view-service-program>

Mass.gov

<https://www.mass.gov/resource/information-on-the-outbreak-of-coronavirus-disease-2019-covid-19>

Centers for Disease Control and Prevention

www.cdc.gov/coronavirus/2019-ncov/about/index.html



Town of Groton
173 Main Street
Groton, MA 01450

Phone: 978-448-1100
FAX: 978-448-2030
mbouchard@townofgroton.org

Office of the Town Clerk – Notary Public

Michael F. Bouchard, *Town Clerk*

Dear Select Board Members,

The Massachusetts Legislature passed and the Governor has signed Chapter 5 of the Acts of 2021 which authorizes temporary changes to local elections held before June 30, 2021. The purpose of this memo is to brief you on these changes as they relate to Groton and provide recommendations.

Changes to the law pertinent to Groton:

- Absentee voting in Massachusetts requires a “reason” under our constitution. Chapter 5 extends the 2020 temporary rule that allows for an individual taking COVID-19 precautions be eligible to vote by absentee ballot in local elections held prior to June 30. While ballots will not be available until late April, absentee ballots applications will be accepted now.
- Similarly, Early Voting by Mail is also authorized by Chapter 5 to be in effect for the town election. Applications will be accepted now.

Please note that applications for absentee or early voting by mail will not be mailed proactively by the town. Applications may be requested through the town clerk’s office or found online. Applications can be submitted by mail, by using the town’s drop box located at the rear of town hall or by email. The application must have a signature. The deadline to submit either type of vote by mail application is Wednesday May 19 at 5:00 PM.

- The local election may be postponed by the Select Board to a date on or before August 1, 2021.
 - Recommendation: I do not see a reason to postpone the May 25th town election.
- The Polls will be open from 7:00 AM to 8:00 PM on election day, May 25. The polling locations are:
 - Precinct 1 The Center, 163 West Main Street
 - Precinct 2 Groton Dunstable Middle School North, 344 Main Street
 - Precinct 3 Groton Dunstable Middle School North, 344 Main Street

We appreciate the use of the Middle School for this town election. Voters are to be advised that it may not be used in the next election, scheduled for May, 2022.



Town of Groton
173 Main Street
Groton, MA 01450

Phone: 978-448-1100
FAX: 978-448-2030
mbouchard@townofgroton.org

Office of the Town Clerk – Notary Public

Michael F. Bouchard, *Town Clerk*

- Early Voting In Person for the town election is a local option for Spring 2021. To utilize the option, it must be voted by the Select Board. That vote must include the dates and hours of Early Voting In Person. The Board's vote must occur not less than 5 days prior to the proposed start of Early Voting In Person. Early Voting In Person cannot start prior to 10 days before the election, or May 15 in Groton's case. It must end by Friday, May 21. There are no prescribed hours during which it must be conducted.
 - Recommendation: Given that there is a contested Select Board seat and a local ballot question for the construction of a new elementary school, I recommend that the town offer Early Voting In Person for the May 25, 2020 town election.
 - I recommend that the town offer Early Voting In Person during normal business hours on these dates:

▪ Monday	May 17	8:00 AM to 7:00 PM
▪ Tuesday	May 18	8:00 AM to 4:00 PM
▪ Wednesday	May 19	8:00 AM to 4:00 PM
▪ Thursday	May 20	8:00 AM to 4:00 PM
▪ Friday	May 21	No EV-IP hours; Clerk administration
 - The expected cost of Early Voting In Person is approximately \$1500.00

Thank you for your consideration.

Sincerely

Michael Bouchard
Town Clerk



260 Franklin Street
Suite 700
Boston, MA 02110
(857) 259-5200
(857) 259-5212 fax

Rodney G. Hoffman, Esq.
rhoffman@bdboston.com

April 5, 2021

Members of the Regional School Committee
Groton-Dunstable Regional School District
344 Main St.
Groton, MA 01450

RE: Florence Roche Elementary School Project ("Project");
Review of Project Scope and Budget Agreement ("PSBA")

Ladies and Gentlemen,

This firm is Town Counsel to the Town of Groton and has been requested to review and provide certain advice to Groton-Dunstable Regional School District ("District") regarding the PSBA.

In this regard, we have reviewed the PSBA and associated exhibits. We also note that we have represented other regional school districts in connection with projects funded by the Massachusetts School Building Authority ("MSBA").

Upon our review, we advise that the PSBA is satisfactory as to its form and find it in order.

Further, we note that this is a standard form of agreement required by the MSBA for all projects funded through it and also that, as a general matter, the MSBA form documents are generally drafted to in a manner favorable to the owner of a particular project. Here, the PSBA documents the Project and certain Project specifics such as the scope of the Project (general floor plan, location on the site, square footage, educational program, etc.), the schedule of the Project, the reimbursable rate, the overall Project budget, and the anticipated budget share between the MSBA maximum grant and the District share. The purpose of executing the PSBA between the District and the MSBA is to lock in these specifics during the period between the MSBA Board approval for the Project on February 11, 2021 and the required local approvals, which are anticipated in May 2021.



Members of the Regional School Committee
Groton-Dunstable Regional School District
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April 5, 2021

Finally, it should be noted that we are not advising the district with respect to Exhibit A, the budget, or Exhibit H, the reimbursement rate certificate. Your Owner's Project Manager should be able to confirm these values.

Please contact me if there are any further questions regarding this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Rodney G. Hoffman', written over the typed name.

Rodney G. Hoffman

cc: Mark Haddad, Groton Town Manager

Rodney G. Hoffman, Esq.
rhoffman@bdboston.com

**Certification of Legal Counsel for the
Groton-Dunstable Regional School District ("District")**

I, Rodney G. Hoffman, duly appointed legal counsel for the Town of Groton and, here, also on behalf of the District, hereby certify that:

1. The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under the Project Scope and Budget Agreement, and any amendments thereto, between the District and the Massachusetts School Building Authority for the Proposed Project at the Florence Roche Elementary School (the "Project Scope and Budget Agreement") and all other related documents.

2. The District has duly obtained all necessary votes, resolutions, authorizations, appropriations, orders, and voter approvals, in accordance with the formats prescribed by the Authority, and has taken all actions necessary or required by law to authorize the execution and delivery of the Project Scope and Budget Agreement, and any amendments thereto, and to fund and perform the obligations of the District under the Project Scope and Budget Agreement and any amendments thereto.

3. The Project Scope and Budget Agreement, and any amendments thereto, constitute a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

4. The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances, by-laws, and policies **to execute and deliver the Project Scope and Budget Agreement**, and any amendments thereto, on behalf of the District and to bind the District to its terms and conditions:

Superintendent
Groton-Dunstable Regional School District
344 Main St.
P.O. box 729
Groton, MA 01450
Phone: (978) 448-5505
Email: [c/o jsivazlian@gdrsd.org](mailto:c/o_jsivazlian@gdrsd.org)

Together with

Town Manager
Town of Groton
173 Main St.
Groton, MA 01450
Phone: (978) 448-1100
Email: selectboard@grotonma.gov

A certified copy of the vote of the District Board authorizing vote is submitted herewith.

5. The following elected or appointed governmental officer(s) and/or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions on behalf of the District with respect to the Proposed Project described in the Project Scope and Budget Agreement and any amendments thereto.

Superintendent
Groton-Dunstable Regional School District
344 Main St.
P.O. Box 729
Groton, MA 01450
Phone: (978) 448-5505
Email: c/o jsivazlian@gdrsd.org

Together with

Town Manager
Town of Groton
173 Main St.
Groton, MA 01450
Phone: (978) 448-1100
Email: selectboard@grotonma.gov

A certified copy of the vote of the District Board authorizing vote is submitted herewith.

I hereby further certify that, to the best of my knowledge and belief, the above-listed certifications are true, complete and accurate.

IN WITNESS WHEREOF, signed this _____ day of April, 2021

Rodney G. Hoffman, Counsel

District Name: Groton-Dunstable Regional School District
School Name: Florence Roche Elementary School
Project ID Number: 201706730010

PROJECT SCOPE AND BUDGET AGREEMENT

This PROJECT SCOPE AND BUDGET AGREEMENT, (the “Project Scope and Budget Agreement”), dated as of _____, 2021 (the “Effective Date”) is between the Massachusetts School Building Authority, a public instrumentality of the Commonwealth of Massachusetts (the “Authority”), and the Groton-Dunstable Regional School District, Massachusetts, together with its successors and assigns (the “District” or “Owner”) (Authority and District collectively referred to as the “Parties”).

RECITALS

WHEREAS, chapter 70B of the Massachusetts General Laws (“Chapter 70B”), chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* authorize the Authority to approve Proposed Projects for a grant pursuant to the school building construction and renovation program developed and managed by the Authority; and

WHEREAS, the District submitted a Statement of Interest to the Authority for the Florence Roche Elementary School, and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, the Authority and the District conducted a project scope and budget conference as described in 963 CMR 2.00 *et seq.*, related to the facility deficiencies at the Florence Roche Elementary School;

WHEREAS, on February 11, 2021 the Board of Directors of the Authority voted to authorize the Authority’s Executive Director to enter a Project Scope and Budget Agreement with the District upon the terms and conditions stated herein and further authorized the Executive Director do all acts and things and execute and deliver any and all documents and agreements in connection with such project scope and budget conference;

WHEREAS, the Project Scope and Budget Agreement is one step in the multi-step process of the Authority’s grant program for school building construction and renovation projects;

WHEREAS, the Authority’s grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02 & 2.03, in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Project and advise the District during the course of the Project;

District Name: Groton-Dunstable Regional School District
School Name: Florence Roche Elementary School
Project ID Number: 201706730010

WHEREAS, the District has procured an Owner's Project Manager, as defined in Section 1 herein, using a qualifications-based selection process and such Owner's Project Manager has been approved by the Authority;

WHEREAS, the District has procured a Designer for the Project in accordance with the provisions of M.G.L. c. 7C, s. 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12 and any other applicable laws and regulations and said Designer has been approved by the Authority's Designer Selection Panel;

WHEREAS, the Authority may reimburse the District for a portion of eligible, approved costs incurred in connection with the Project undertaken by the District to replace the existing Florence Roche Elementary School with a new facility serving grades K-4 on the existing site under certain terms and conditions, hereinafter provided, and subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

Capitalized terms that are not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq.*

For purposes of this Project Scope and Budget Agreement, the following words shall have the following meanings:

"Assisted Facility" means the school facility that is eligible for and will receive either a Total Facilities Grant or partial payment of a Total Facilities Grant pursuant to Chapter 70B, chapter 645 of the Acts of 1948, or chapters 208 and 210 of the Acts of 2004 and a Project Funding Agreement to be executed by the Authority and the District.

"Board" means the Board of Directors of the Authority, as established pursuant to Chapter 70B and the bylaws of the Authority.

"Construction Manager" or "Construction Manager at Risk" means a sole proprietorship, partnership, corporation, or other legal entity that provides construction management at risk services as defined in G.L. c. 149A, § 2 and is the person or entity procured as such by the District in accordance with G.L. c. 149A, *et seq.*, and who is primarily responsible for the performance and execution of the construction work on the Project.

"Contractor" is the person or entity identified as such throughout the Construction Contract Documents and who is primarily responsible for the performance and execution of the construction work on the Project.

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“Designer” shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to perform professional design services.

“Effective Date” means the date of this Project Scope and Budget Agreement, as stated in the first paragraph of this Project Scope and Budget Agreement.

“Monthly” means once each calendar month.

“Owner’s Project Manager” means a person under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications of G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all other qualifications of the Authority.

“Project Cash Flow” means a detailed accounting of the projected amount of funding being received and expended by the District during the course of the Proposed Project on a monthly basis and attached hereto as Exhibit D.

“Project Schedule” means the schedule for the Proposed Project, including a detailed estimated timeline as described in 963 CMR 2.10(10), which schedule shall be updated from time to time and approved by the Authority and attached hereto as Exhibit C.

“Project Scope” means the scope of the Proposed Project that has been mutually agreed to by the Authority and District and further described in Exhibit B attached hereto, as may be updated from time to time.

“Project Scope and Budget Conference” means the conference described in 963 CMR 2.10(9).

“Project Site” means the specific location of the Proposed Project, as more fully described in Exhibit E attached hereto.

“Proposed Project” refers to the proposal to replace the existing Florence Roche Elementary School with a new facility serving grades K-4 on the existing site at 342 Main Street in Groton, Massachusetts that meets the requirements of Chapter 70B and 963 CMR 2.00 *et seq.*

“School” means the Florence Roche Elementary School located at 342 Main Street, Groton, Massachusetts.

“Statement of Interest” means the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted by the District for the Florence Roche Elementary School;

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“Total Facilities Grant” means the Authority’s final, approved, total financial contribution to an Approved School Project, which is calculated pursuant to Chapter 70B and chapter 208 of the Acts of 2004, and paid to the District pursuant to a payment schedule developed by the Authority.

“Estimated Maximum Total Facilities Grant” shall mean the estimated Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), which amount does not include reimbursement amounts for any potentially eligible costs within the owner’s contingency and construction contingency line items in the Total Project Budget (“Exhibit A”). The actual Total Facilities Grant for the Project may be an amount less than the Estimated Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Maximum Total Facilities Grant” shall mean the maximum Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), that shall not be exceeded under any circumstances. The Maximum Total Facilities Grant amount includes reimbursement amounts for any potentially eligible costs that may be expended from the owner’s contingency and the construction contingency line items in the Total Project Budget (“Exhibit A”) in accordance with the Authority’s regulations, policies and guidelines and the provisions of this Agreement. The eligibility of any such costs for reimbursement shall be determined by the Authority within its sole discretion provided that the total amount of Project costs eligible for reimbursement, including any eligible costs expended from the owner’s contingency and construction contingency line items, shall not exceed the Maximum Total Facilities Grant amount under any circumstances. The actual Total Facilities Grant for the Project may be an amount less than the Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Total Project Budget” means a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, has been or will be incurred in connection with the planning, design, construction, development, the mobilization of the operation, and the completion of the Project, approved by the Authority, which may be updated from time to time by mutual agreement of the Parties and which is attached hereto as Exhibit A.

“Vendor” means any person, entity, business, or service provider under contract or agreement with the District to provide goods or services to the District in connection with the Project.

2. THE PROJECT

- 2.1 Total Project Budget. The Parties hereby agree that the Total Project Budget shall be as set forth in Exhibit A as attached hereto. In the event that the Authority approves a Total Facilities Grant for the Proposed Project, the Total Facilities Grant would be based on the Total Project Budget set forth in Exhibit A as of the Effective Date and contingent upon the District maintaining this Total Project Budget. The Total Project Budget shall not be altered, modified, or changed without the prior written approval of the Authority. Any increases to the Total Project Budget as set forth in Exhibit A as of the Effective Date, shall not result in any changes to the amount of the Total Facilities Grant set forth in Section 3 of

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this Project Scope and Budget Agreement. The District hereby acknowledges and agrees that all costs related to the Proposed Project, including without limitation all site costs, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies.

- 2.1.1 Construction Bids. The Parties hereby acknowledge and agree that, in the event that the lowest, responsible bid or the Guaranteed Maximum Price accepted by the District for the construction of the Proposed Project is lower than the corresponding amount set forth in Exhibit A, the Authority shall reduce the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant amount set forth in Section 3.1 of this Agreement and in Exhibit A accordingly. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for the construction of the Proposed Project exceeds the corresponding amount set forth in Exhibit A, the Authority shall not make any adjustments to its Estimated Maximum Total Facilities Grant or Maximum Total Facilities Grant on account of the bid, and the increased costs shall be the sole responsibility of the District. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid or Guaranteed Maximum Price accepted by the District for construction of the Project exceeds the corresponding amount set forth in Exhibit A, the District may use a reasonable amount of the owner's and/or construction contingency to fund the cost of any such budget overrun, provided, however, that the expenditures of owner's and/or construction contingency funds for the purpose of funding such budget overruns shall not be eligible for reimbursement by the Authority and shall be the sole responsibility of the District.
- 2.2 Project Scope. The Parties hereby agree that the Project Scope shall be as set forth in Exhibit B, which is attached hereto. Any Total Facilities Grant approved by the Authority for the Project shall be contingent upon the District maintaining the Project Scope set forth in Exhibit B, and the Authority may revoke, suspend, withhold, and/or recoup any Total Facilities Grant payments if the Authority determines that the Scope has not been adhered to. The Project Scope shall not be altered, modified, enlarged, or reduced without the written mutual agreement of the Parties. The District hereby acknowledges and agrees that all of the items appearing in the Project Scope set forth in Exhibit B shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether the cost of such Project Scope items are eligible for reimbursement pursuant to the Authority's regulations and policies.
- 2.3 Project Schedule. The Parties hereby agree that the projected Project Schedule for the Proposed Project shall be as set forth in Exhibit C as attached hereto, as may be updated from time to time. The District shall provide an updated Project

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Schedule to the Authority at least once every calendar month and more frequently if requested by the Authority. When submitting a revised or updated Project Schedule to the Authority, the District shall also submit a detailed explanation for any changes in the Project Schedule from the previous Project Schedule submitted to the Authority.

- 2.4 Project Cash Flow. The Parties hereby agree that the projected Project Cash Flow for the Proposed Project shall be as set forth in Exhibit D as attached hereto, as may be updated from time to time. The District shall provide an updated Project Cash Flow to the Authority at least once every calendar month and more frequently if requested by the Authority. When submitting a revised or updated Project Cash Flow to the Authority, the District shall also submit a detailed explanation for any changes in the Project Cash Flow from the previous Project Cash Flow submitted to the Authority.
- 2.5 Project Site. The Parties hereby agree that the site of the Proposed Project shall be as described in Exhibit E attached hereto. The site of the Proposed Project shall not be altered, modified, enlarged or reduced without the prior written approval of the Authority.
- 2.6 Furnishings and Equipment. The Parties hereby agree that a listing of all furniture, fixtures and equipment that will be purchased, leased, acquired, or received by the District in connection with the Proposed Project is set forth on Exhibit F attached hereto, which shall be updated from time to time. Costs associated with the furnishings and equipment listed on Exhibit F may not be eligible for reimbursement by the Authority. All such costs shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies. All costs associated with furniture, fixtures and equipment that are not specifically delineated in Exhibit F shall not be eligible for reimbursement by the Authority unless mutually agreed to in writing by the Parties.

3. TOTAL FACILITIES GRANT

3.1 The Parties hereby agreed that, subject to the execution of a Project Funding Agreement for the Proposed Project and subject to the satisfaction of or compliance with, as reasonably determined by the Authority, (a) all of the terms and conditions of this Project Scope and Budget Agreement, (b) the applicable provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Authority, the Authority hereby approves the following Estimated Maximum Total Facilities Grant for the Project: an amount that, except as specifically provided in this Section 3.1, shall not exceed the lesser of (i) 53.39% of the final approved, total eligible Project costs, as determined by the Authority, ("Reimbursement Rate") or (ii) an estimated Total Facilities Grant of \$25,835,473.00 ("Estimated Maximum Total Facilities Grant"). Notwithstanding the foregoing, the Authority may determine, in its sole discretion, and subject to the limitations set forth in Section 2.1 of this Agreement, that

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expenditures from the owner's contingency and construction contingency line items of the Total Project Budget, so-called, are eligible for reimbursement, and in the event of any such determination, the Authority may adjust the above-stated Estimated Maximum Total Facilities Grant amount to account for the eligible, approved owner's contingency and construction contingency expenditures up to a final, maximum Total Facilities Grant of \$26,503,001.00 ("Maximum Total Facilities Grant"). In no event shall the Maximum Total Facilities Grant, including any eligible owner's and construction contingency amounts, exceed \$26,503,001.00. The Parties hereby acknowledge and agree that the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant amounts set forth in this Section 3.1 and Exhibit A, are maximum amounts of funding that the District may receive from the Authority for the Project, and that the final amount of the Total Facilities Grant may equal an amount less than either the Estimated Maximum Total Facilities Grant or the Maximum Total Facilities Grant set forth herein, as determined by an audit conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the Total Facilities Grant or otherwise ineligible for payment by the Authority shall be the sole responsibility of the District. The Reimbursement Rate set forth above, and as more fully described in the reimbursement rate summary, attached hereto as Exhibit H, includes a total of 3.65 incentive reimbursement points which includes 1.65 points for "Maintenance", and 2.00 points for Energy Efficiency – "Green Schools" pursuant to G.L. c. 70B, § 10(a)(C). The incentive reimbursement points have been provisionally assigned and are subject to a final determination by the Authority as to the District's eligibility to receive such incentive reimbursement points. The Reimbursement Rate, Estimated Maximum Total Facilities Grant, and Maximum Total Facilities Grant set forth above and in Exhibit A shall be subject to a decrease, as provided in Section 3.2 of this Agreement, if the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that have been provisionally assigned, as described herein, or such other incentive reimbursement points that may be assigned by the Authority.

3.2 The Reimbursement Rate for the Proposed Project is calculated as set forth in the reimbursement rate summary, attached hereto as Exhibit H, and shall be subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and the policies and guidelines of the Authority. Any incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, must be earned, as determined by the Authority in its sole discretion, and shall be subject to audit by the Authority. If the Authority determines, in its sole discretion, that the District is ineligible to receive any portion of the incentive reimbursement points that may be included in the calculation of the Reimbursement Rate, as it may be amended from time to time by the written agreement of the Authority, the Authority may, in its sole discretion, decrease the Reimbursement Rate, the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant accordingly. Any such decrease in the Reimbursement Rate, and the corresponding decreases in the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant, shall be applied retroactively to all payments made to the District by the Authority under the terms of the Project Funding Agreement between the Parties, if any, and to all requests for reimbursement of eligible Project costs made by the District to the Authority under the terms of said Project Funding Agreement, if any. If the Authority determines that, as a result of a decrease in the Reimbursement Rate, or a corresponding decrease in the

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Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant, it has made overpayments to the District, the Authority may recover the amount of such overpayments from the District by whatever remedies are available to it under a Project Funding Agreement, if any, or under applicable law, including, but not limited to, set off against any future payments owed to the District for reimbursement of eligible Project costs, as determined by the Authority. Upon written demand by the Authority, the District shall promptly return to the Authority the amount of any such overpayments unless otherwise agreed to in writing by the Authority.

3.3 The Basis of both the Estimated Maximum Total Facilities Grant and the Maximum Total Facilities Grant set forth in Exhibit A to this Agreement includes all budgeted costs for the Feasibility Study authorized by the Authority for the Project (“Feasibility Study Budget”) and supersedes and replaces any other Feasibility Study budget that may have been authorized by the Authority and set forth in any Feasibility Study Agreement between the Authority and the District. The Feasibility Study Budget included in this Agreement does not take into account any payments that may already have been made to the District by the Authority for the costs of any Feasibility Study under any Feasibility Study Agreement between the Authority and the District. The Estimated Maximum Total Facilities Grant and Maximum Total Facilities Grant set forth in Section 3.1 of this Agreement is calculated by applying the Reimbursement Rate set forth in Exhibit H of this Agreement to the Basis of Total Facilities Grant, which includes the Feasibility Study Budget for the Project. Notwithstanding the provisions of any Feasibility Study Agreement between the Authority and the District, the approved, eligible costs of a Feasibility Study authorized by the Authority for the Project will be reimbursed, retroactively and prospectively, based upon the Reimbursement Rate set forth in Section 3.1 and Exhibit H to this Agreement. The Authority shall deduct from the Total Facilities Grant set forth in this Agreement the amount of any payments already made to the District by the Authority for the costs of a Feasibility Study pursuant to the provisions of any Feasibility Study Agreement. Nothing stated in this section of this Agreement shall impair the right of the Authority to make adjustments to the Reimbursement Rate and the Total Facilities Grant or to audit and determine ineligible costs as provided elsewhere in this Agreement and in the Authority’s statutes, regulations, policies, guidelines and standards.

4. COVENANTS

The Parties covenant and agree that as long as this Agreement is in effect, the Parties shall and shall cause its employees, agents, and representatives to perform and comply with all covenants of this Project Scope and Budget Agreement.

4.1 Of the Authority.

- (a.) The Authority shall prepare a Project Funding Agreement for the Project, which Funding Agreement shall set forth the terms and conditions pursuant to which the District may receive a Total Facilities Grant for the Approved Project.

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4.2 Of the District.

- (a.) The District shall by no later than 120 days after February 11, 2021, obtain all necessary votes, resolutions, appropriations, and voter approvals, in accordance with the format prescribed by the Authority, for the Proposed Project. The District shall immediately notify the Authority of the date by which the District shall have received all necessary votes, resolutions, appropriations, and local approvals for the Proposed Project.
- (b.) By no later than the twelfth of each calendar month, the District shall provide the Authority with a progress report, prepared by the Owner's Project Manager, that summarizes all Proposed Project activity during the preceding calendar month, in a format approved by the Authority.
- (c.) The District shall promptly provide the Authority with any additional information, documents, plans, specifications, budgets, timelines, schedules, or other materials that may be requested by the Authority.
- (d.) The District hereby acknowledges and agrees that the Authority shall not provide any amounts in excess of the amount determined under Section 3.1 of this Agreement and the final Total Facilities Grant may be an amount less than the amount stated in Section 3.1.
- (e.) The District hereby acknowledges and agrees that the District's Educational Program for the Florence Roche Elementary School is subject to further review by the Commissioner of Education, pursuant to M.G.L. c. 70B.
- (f.) The District hereby acknowledges and agrees that all costs related to the Proposed Project, including the costs identified in the Total Project Budget set forth in Exhibit A and costs of the items appearing in the Project Scope set forth in Exhibit B, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations and policies.
- (g.) The District hereby acknowledges and agrees that it shall not submit any false or intentionally misleading information or documentation to the Authority in connection with this Project Scope and Budget Agreement, and further acknowledges and agrees that the submission of any such information or

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documentation may cause the Authority to revoke any and all payments otherwise due to the District and/or recover any previous payments made to the District, and the District may be ineligible for any funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

- (h.) The District hereby acknowledges and agrees that, in the event that it receives, has received, or is eligible to receive any insurance proceeds, damages, awards, payments, rebates, grants, or donations from any third party or funding sources, other than the Authority, for or in connection with the Project, all such amounts shall be disclosed to the Authority in writing and shall be deducted from the total amount of eligible project costs (also known as Basis of Total Facilities Grant), as determined by the Authority, and the remaining amount of eligible costs shall be apportioned according to the District's reimbursement rate to calculate the maximum Total Facilities Grant.

5. REPRESENTATIONS AND WARRANTIES

The District and the undersigned, for themselves and for the District, hereby warrant and represent that each of the following statements is true, correct and complete:

5.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Project Scope and Budget Agreement.

5.2 The District is duly authorized and has taken all necessary steps to authorize the execution and delivery of this Project Scope and Budget Agreement and to perform and consummate all transactions contemplated by this Project Scope and Budget Agreement. The undersigned have been duly authorized in accordance with law to execute and deliver this Project Scope and Budget Agreement on behalf of the District. This Project Scope and Budget Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provision of law, by-law, ordinance or rule, or any order, rule, regulation of any court or other agency of government.

5.3 The District has all requisite legal power and authority to own and operate the school that is the subject of this Project Scope and Budget Agreement.

5.4 No information furnished by or on behalf of the District to the Authority in this Project Scope and Budget Agreement, including all Exhibits attached hereto, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Statement of Interest or Proposed

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Project contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

5.5 This Project Scope and Budget Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

5.6 No litigation before or by any court, public board or body is pending or threatened against the Authority seeking to restrain or enjoin the execution and delivery of this Project Scope and Budget Agreement Study, or contesting or affecting the validity of this Scope and Budget Agreement or the power of the District to pay its share of the Proposed Project.

5.7 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Proposed Project.

5.8 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

5.9 All meetings of all public bodies in the District that relate in any way to the Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.

6. TERM

6.1 The Parties hereby agree that this Project Scope and Budget Agreement shall be valid for a period of time not to exceed 120 calendar days after February 11, 2021, unless agreed to in writing by the Authority that a different termination date is necessary. In the event that the Board votes to not approve this Project Scope and Budget Agreement, this Agreement shall terminate effective as of such vote.

7. OTHER TERMS

7.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

7.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has

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agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

7.3 Indemnification. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers and employees from and against all claims or actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred or for which liability may be asserted against the Authority arising out of any activities undertaken by, for, or on behalf of the District in its implementation of this Project Scope and Budget Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

7.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged personally or held contractually liable by or to the District under any term or provision of this Project Scope and Budget Agreement or because of any breach thereof or because of its execution or attempted execution.

7.5 Assignability. The District shall not assign any interest, in whole or in part, in this Project Scope and Budget Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

7.6 Amendments. This Project Scope and Budget Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

7.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows::

As to the Authority:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: (617) 720-5260

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As to the District:

Groton-Dunstable Regional School District
145 Main Street
P.O. Box 729
Groton, MA 01450
Attention: Administrative Assistant to the Superintendent
Facsimile:978-448-9402

7.8 Severability. If any provisions of this Project Scope and Budget Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.9 Counterparts. This Project Scope and Budget Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

7.10 No Waiver. No waiver by either party of any term or conditions of this Project Scope and Budget Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

7.11 Integration. This Project Scope and Budget Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to this Agreement and constitutes the entire agreement between parties hereto with respect to the Proposed Project.

8. INSURANCE

8.1 Insurance. The District shall obtain and maintain all insurance required by law and such other insurance in such types and in such amounts as the Authority may require from time to time.

8.1.1 During the course of the Project, the District shall purchase and maintain, or shall cause the Contractor or Construction Manager to purchase and maintain, at their own expense, coverage against loss or damage to the Project in an amount equivalent to the Total Project Budget at the sole expense of the District, Contractor or Construction Manager, as the case may be. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse,

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earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the Total Project Budget or \$10,000,000. The policy shall include transportation and coverage for delivered and/or stored materials designated to be incorporated into the Project. The policy shall include the Authority as a loss payee as its interests may appear. Coverage shall be maintained until final acceptance of the Project by the District and final payment has been made. The District (or Contractor or Construction Manager, if coverage is purchased by Contractor or Construction Manager) is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

- 8.1.2 Following completion of the Project, the District shall, at its sole expense, purchase and maintain coverage against loss or damage to the Assisted Facility in an amount equivalent to the estimated full replacement cost of the Assisted Facility. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, mechanical and electrical breakdown, and boiler and machinery accidents, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the estimated full replacement cost of the Assisted Facility or \$10,000,000. The policy shall include the Authority as a loss payee as its interests may appear. The District is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.
- 8.1.3 The District shall include the Authority as an additional insured in any commercial general liability policy held by the District for liability arising out of the Project.
- 8.1.4 The Authority shall not be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.
- 8.1.5 Upon request by the Authority, the District shall obtain and provide to the Authority originals of certificates of insurance evidencing the insurance coverage required by this section of this Project Scope and budget Agreement.

8.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that each of any Owner's Project Manager, Designer, Contractor or Construction Manager at Risk, or Vendor hired by the District in connection with the Project obtain and maintain all insurance coverage required by law and such other insurance coverage in such types and amounts as the Authority may require from time to time, including the insurance coverage required by this Project Scope and Budget Agreement, a Project Funding Agreement and by any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard

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contract for Owner's Project Manager services and standard contract for Designer services. The insurance required by this Section shall be provided at the sole expense of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors, as the case may be, and shall be in full force and effect for the full term of any contract between the District and said Owner's Project Manager, Designer, Contractor or Construction Manager at Risk, and Vendors or for such longer period as the Authority may require, including any such longer period that may be required by this Project Scope and Budget Agreement, a Project Funding Agreement or the standard contracts prescribed by the Authority and executed by the District.

8.3 The District shall include in the contract between the Owner and the Contractor or Construction Manager at Risk, as the case may be, the standard language contained in Exhibit G regarding minimum insurance requirements for Contractors or Construction Managers at Risk. The District may impose additional insurance requirements for either construction delivery method provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that the District shall give the Authority a written notice that clearly describes any such additional requirements. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary and should be included in the contract between the Owner and the Contractor or Construction Manager at Risk.

8.4 The District shall obtain originals of certificates of insurance evidencing the insurance coverage that may be required by the Authority from time to time, including the insurance coverage required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors, simultaneously with the execution of said contracts or, in the event that said contracts have been executed prior to the date of this Project Scope and Budget Agreement, as soon as possible thereafter. Upon request of the Authority, the District shall submit such certificates of insurance to the Authority, showing each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The District shall require each of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors to submit updated insurance certificates to the District prior to the expiration of any of the insurance policies or coverage referenced in this Section so that the District shall at all times possess certificates indicating current coverage.

8.5 The failure of the District to ensure that each of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors obtain and maintain the insurance required by the Authority, this Project Scope and Budget Agreement, the Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors, or to provide the insurance certificates required by this Project Scope and Budget Agreement shall constitute a material breach of this Project Scope and Budget Agreement and shall be just cause for termination of this Project Scope and Budget Agreement.

District Name: Groton-Dunstable Regional School District
School Name: Florence Roche Elementary School
Project ID Number: 201706730010

8.6 The District shall, and shall require, as the case may be, its insurers and each of the Owner's Project Manager, Designer, Contractor or Construction Manager, Vendors and their insurers to, give written notice to the Authority at least thirty days prior to the effective date of any termination, cancellation, or material modification of any insurance required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager services and standard contract for Designer services, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors.

8.7 With respect to all policies of insurance required of the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors by this Project Scope and Budget Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Owner's Project Manager and standard design contract, and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, and Vendors, the District shall ensure that neither the District nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

8.8 Insufficient insurance shall not release the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors from any liability for breach of their obligations under an agreement between the District and any of them.

8.9 All insurance policies required by this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District and any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the District and the Authority.

8.10 The District shall take all reasonable steps designed to ensure that the Owner's Project Manager, Contractor or Construction Manager, Designer, and Vendors each agree that they and their Subcontractors shall do no act, nor suffer any act to be done, which will vacate, void or impair the coverage of any insurance policies required under this Project Scope and Budget Agreement, a Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor or Construction Manager, or Vendors.

8.11 The District shall, upon request by the Authority, produce copies of all policies of insurance maintained by the District, its Contractor or Construction Manager, Owner's Project Manager, Designer and Vendors related to the Project, to the Authority.

District Name: Groton-Dunstable Regional School District
School Name: Florence Roche Elementary School
Project ID Number: 201706730010

9. OWNERSHIP OF DOCUMENTS

9.1 The District acknowledges and agrees that, unless otherwise provided by law or by the provisions of Section 9.2 of this Agreement, all information, data, reports, studies, designs, drawings, plans, sketches, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product or tangible materials to the extent authored or prepared, in whole or in part, by the Designer for this Project (collectively, the "Materials"), other than the Designer's administrative communications, records, and files relating to this Project, shall be the property of, and shall vest in, both the District and the Authority, severally and not jointly, as "works made for hire" or otherwise, provided that the District complies with its payment obligations under its Contract with the Designer for the Project. Except as otherwise provided in Section 9.2, both the District and the Authority, severally and not jointly, will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to its Contract with the District for the Project, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and both the District and the Authority, severally and not jointly, shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer, which shall include, but not be limited to, the Authority's exercise of the aforesaid right in furtherance of the Programs described in Section 9.2. The District further acknowledges and agrees that the Designer shall have a non-exclusive license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities and that the Designer shall have a non-exclusive license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to the Contract between the District and the Designer for the Project, the District shall ensure that the Designer promptly turns over to the Authority copies of all original Materials but only to the extent that such Materials have not already been provided to the Authority.

9.2 Notwithstanding any other language to the contrary in this Agreement or in any Contract between the District and the Designer for the Project, the District acknowledges and agrees that the Designer shall have a non-exclusive license to publish, reproduce, distribute, transmit, and publicly display all Materials prepared by the Designer for the purpose of participating in the Authority's so-called Model School Program, as it may be amended from time to time, or any other program implemented by the Authority to develop, acquire, modify, use, re-use, and reproduce prototypical designs and model school designs, and details and elements thereof (collectively "Programs"), including, but not limited to, submitting proposals and applications to the Authority and public school districts in the Commonwealth of Massachusetts for the qualification and selection of the Designer and the School design, or elements and details thereof, in such Programs and using, modifying, and reproducing the Materials for the purpose of designing, constructing, reconstructing, renovating and repairing public school facilities pursuant to such Programs, as approved by the Authority. The District further agrees to provide the Designer, the Authority, and representatives of other public school districts with reasonable cooperation

District Name: Groton-Dunstable Regional School District
School Name: Florence Roche Elementary School
Project ID Number: 201706730010

and reasonable access to the completed School facility at mutually agreeable times for purposes of said Programs.

IN WITNESS WHEREOF, the Parties have executed this Project Scope and Budget Agreement on this _____ day _____, in the year 2021.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

John K. McCarthy
Executive Director

GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

Name:
Title:

**TOWN OF GROTON,
MASSACHUSETTS**



**REQUEST FOR PROPOSAL
TOWN COUNSEL SERVICE
May 20, 2021**

**Town of Groton Massachusetts
Request for Proposal
Town Counsel Services
May 20, 2021**

STATEMENT OF INTENT

The Town of Groton, through its Select Board, requests proposals (RFP) from qualified law firms or individual attorneys for Town Counsel and legal services. Qualified Bidders should note that, in accordance with MGL Chapter 30B, Section 1 (b)(15) the procurement of legal services are exempt from the procurement process and the Board reserves the right to waive any defect in a proposal and to select the firm or individual that the Board in its discretion determines best meets the needs of the Town.

ABOUT GROTON

The Town of Groton, incorporated in 1655, is a New England village on the banks of the Nashua and Squannacook Rivers and is the home of two well-known private schools, Groton School and Lawrence Academy. Majestic antique homesteads, faded red barns, rolling apple orchards, colonial stone walls and family farm stands all contribute to Groton's charm.

The community prides itself on the numerous acres within the town protected as conservation lands and on the open spaces for swimming, fishing, canoeing, hiking, riding and cross country skiing, as well for being the center for several cultural groups and organizations. Population according to the 2020 Town Census is 10,744.

The principal highway is State Route 2, the old Mohawk Trail, which runs across northern Massachusetts. State Route 40, Route 119, Route 3, Interstate 495 and Interstate 190 connect the region to Boston and Worcester. The Springfield Terminal Railway line (the former Boston and Maine Railroad) parallels Route 2 and provides access to the network of intermodal facilities serving central and eastern Massachusetts. Principal highways are State Routes 40, 111, 119, and 225. Commuter rail service to North Station, Boston, is available in nearby Ayer (travel time: 66-73 minutes).

West Groton is a unique community that is part of the town of Groton and is the home of River Court Residences which is a facility offering a full range services including independent living, assisted living and memory care. The River Court Residences is an old mill which has been restored with high ceilings, expansive windows and waterfall views of the Squannacook River.

The Town provides a full scope of services to its residents. The Fiscal Year 2021 Budget for the Town is \$40,675,996 of which \$22,922,411 is for the Groton Dunstable Regional School District. For more information about Groton please go to the Town Website: www.GrotonMA.gov.

Groton has a Town Manager form of government with a five (5) member Select Board. It has an Open Town Meeting. There is an elected Planning Board, Board of Health, Board of Water Commissioners, Board of Sewer Commissioners, Board of Library Trustees and Park Commission; all other Boards, Committees, and Commissions are appointed by the Select Board or Town Manager. There are two annual Town Meetings in accordance with the Town Charter. There is an annual Spring Town Meeting that commences the last Monday of April and an annual Fall Town Meeting that commences the third Monday in October.

SCOPE OF SERVICES

Town Counsel for the Town of Groton (herein referred to as the Town) is to provide legal advice and counsel to the Select Board, Town Manager and other Town Departments, Boards and Commissions, on a variety of matters pertaining to all aspects of municipal government. The selected firm or individual will provide legal advice and support to the Town in the areas relating to, but not limited to, procurement, contracts, land use, licensing, litigation, public health, civil rights, ethics, insurance, Town Meeting, and interpretation of Town Charter and By-laws, state and federal statutes and regulations.

The areas in which legal services are needed are as follows, but not limited to:

LITIGATION:

- Represents the Town in the prosecution and in defense of legal actions in the Federal Court and state Courts and in matters before federal and state agencies.
- Coordinates in conjunction with the Town Manager, representation by Special Legal Counsel in matters deemed appropriate by the Select Board.
- Maintains a log of all cases and makes a semi-annual written report to the Select Board containing a statement of each case which has been settled, tried or otherwise disposed of during the year as well as those cases still pending with status of same.

BY-LAWS, POLICIES AND PROCEDURES:

- Drafts amendments to By-Laws as necessary or reviews drafts prepared by Town Boards, Committees or Departments. Town Counsel, through advice and counsel, shall work to ensure all boards and elected officials follow the town charter, by laws, policies and procedures and state laws.

CONTRACTS AND AGREEMENTS:

- Drafts contracts and agreements as necessary or reviews contracts or agreements prepared by Town Boards, Committees or Departments. Approve all contracts and agreements as to form.
- Drafts deeds, easements and leases as necessary or review same when prepared by another party.
- Examine titles to property.
- Represent the Town at real estate settlements.

TOWN MEETINGS:

- Review Town Meeting warrants and articles to ensure they have been legally and properly drafted. Town Counsel, through advice and counsel, shall work to create an understanding of both the law and the "spirit of the law".
- Attend Town Meeting and respond to legal questions posed at Town Meeting.
- Advise Town Moderator in the proper rules of procedure for the conduct of Town Meeting.

ZONING AND LAND USE:

- Respond to request of Planning Board to review land use matters such as Form A requests and subdivision plans.
- Respond to request of Conservation Commission with review and counsel in matters of interpretation pertaining to application and enforcement of the Massachusetts Wetland Protection Act and the Groton Wetlands Protection By-Law.
- Review special permits of the Planning Board, Conservation Commission or Zoning Board of Appeals as needed and prior to final issuance.
- Assist Inspector of Buildings (Building Code and Zoning Enforcement Officer) with enforcement actions as needed and as pertaining to Zoning By-Law and General By-Law.

BACK-UP:

The appointee(s) must have within his or her firm or through an established "of counsel" relationship at least one other equally qualified attorney available to render advice and otherwise represent the interests of the Town of Groton when the appointee(s) is (are) unavailable. In this context, "qualified attorney" shall mean another lawyer who substantially meets the minimum qualifications set forth herein for the appointee.

ACCESSIBILITY:

The appointee(s) must commit to returning all calls or emails from authorized officials

either himself/herself or through a qualified back up within 24 hours of the call, excluding weekends or holidays. The appointee(s) must also commit, as a general rule, to responding to requests for written opinions within one week unless the circumstances of the opinion warrant a shorter or longer time frame for a response, and this is clearly communicated at the time of such request. In addition, the appointee(s) must specifically identify the lead-time required for attending scheduled or ad-hoc meetings and identify how quickly the Town Attorney can arrive in person to attend an unscheduled, urgent meeting. Identify the same for any assisting attorney(s).

MISCELLANEOUS:

- Attend Select Board and other Board or Committee meetings as needed.
- Inform Select Board, Town Manager, Boards, Committees and staff of court decisions or changes in law that will affect municipal operations.
- Advise Town officials on State Conflict of Interest Law.
- Annually review insurance coverage and policies of the Town and advise Select Board and Town Manager.
- Draft and review betterment assessments for the Town.
- Annual/Semi Annual Review of withheld Executive Session minutes for opinion of release to public.

DURATION:

The anticipated contract start date is July 1, 2021 through June 30, 2024. There may also be an option to renew for one or multiple year terms, based upon mutual satisfaction, to be determined 60 days prior to the expiration of initial agreement.

SEPARATION:

The Town reserves the right to terminate this agreement with thirty (30) days advance written notice with or without cause and the APPOINTEE can terminate this agreement upon ninety (90) days advance written notice with or without cause.

PRIMARY CONTACT:

Copies of the request for proposals may be secured at the Town Manager's Office, Groton Town Hall, 173 Main Street, Groton, MA 01450, from 8:00 to 4:00 p.m. Monday through Thursday and Friday from 8:00 a.m. to 1:00 p.m., excluding holidays. Note that Groton operates through the Town Manager model. Accordingly, though the Select Board is the appointing authority, do not contact them directly, but rather work through the Town Manager's office.

Each Firm shall submit one original proposal and one (1) electronic copy on a Thumb Drive, which must be **received by the Town on or before Thursday, May 20, 2021 at 10:00 a.m.** to:

Mark W. Haddad, Town Manager
Town Hall
173 Main St., Groton, MA01450
978-448-1111
Email: mhaddad@grotonma.gov

It is anticipated that the Select Board will award the contract within thirty (30) calendar days of the proposal submission date.

The Board reserves the right to accept, reject, and/or suggest modifications to any and all proposals and make awards as deemed in the Town's best interest.

REQUEST FOR PROPOSAL (RFP) PROPOSAL FORMAT

In order evaluate and compare each proposal, it is required that all proposals follow the general format and sequential order of this request for proposal. It is recommended that each section of this request for proposal be addressed in depth in the order as it is found in this request for proposal. The following information, at a minimum shall be submitted:

1. Background statement including the name of firm/individual, capabilities, history, and other general introductory information. In addition, the name, title, address, telephone/fax numbers of the individual with authority to negotiate and contractually bind the firm. Provide a summary depicting the overall size of the firm, with an organizational chart. List all the municipalities the firm is currently serving with primary contact information. Detail any work you do that is not related to municipalities and what percentage of the overall business of the firm this represents.
2. Qualifications, resumes and position with firm for personnel that will be assigned to work on matters pertaining to the Town of Groton.
3. A detailed summary of all areas of expertise and experience to include the types of services supplied to past and present clients. This information should include areas of specialization and experience in such matters as: general municipal law, planning and zoning, environmental law, sustainable energy, laws against discrimination, procurement, utilities, conflict of interest, construction and consultant contracts and services.
4. A detailed description of how the law firm or individual will supply legal services to the town and general approach to serving as Town Counsel Please identify the proposed primary contact person with the Town and if one or more attorneys will be assigned to the Town. If more than one attorney will be assigned to the Town, how consistency will be maintained between counsel and each Board or Commission.

5. A list of references that includes any municipalities that have been represented by the law firm or individual attorney within the past five (5) years.

6. A listing of any complaints or grievances filed, with outcome, against the law firm or individual attorney within the past five (5) years. If your services have been terminated or you were not reappointed by a municipality, please list and explain the circumstances. Also please indicate if you have ever terminated a contract with a municipality, if so please explain the circumstances.

7. A detailed proposal regarding the expenses involved for the provision of Town Counsel services including any retainer, hourly rate of personnel providing these services, reimbursable expenses, and other costs involved, A detailed proposal regarding the expenses involved for the provision of Town Counsel services including any retainer, hourly rate of personnel providing these services, reimbursable expenses, and other costs involved. This should include proposals for annual maximum legal expenses, as applicable, as well as what services are included in the retainer.

8. Cost Containment: Special attention should be paid to recommendations for managing and controlling the cost of legal services. The Town is interested in receiving innovative cost containment proposals and suggestions for Town Counsel services. This request should include proposals for review and improvement of current procedures, quality control measures, the manner in which specialists will be retained, and any other suggestions regarding the function of Town Counsel and cost containment measures.

9. The Town Counsel is required to provide annual training sessions to Town Boards, Commissions and staff. The proposals should detail the manner in which the Law firm or individual attorney proposes to provide these legal services including the suggested topics and frequency of training. The cost, if any, for these services should be detailed.

NON-BINDING

This is a Request for Proposal (RFP) and is not to be construed as an offer to enter into a contract.

PROPOSAL EXPENSES

The Town of Groton shall not incur or be responsible for any expenses incurred by any Proposer or others as a result of the proposal process. All expenses will be the proposer's sole responsibility.

ADDENDA AND INTERPRETATION

No oral interpretation or answer to a question relating in any way to this Request for Proposal will be given. All interpretations and other information will be in the form of written Addenda.

Should a proposer (firm) find discrepancies, omissions, or items requiring clarification the proposer shall immediately request an interpretation. Requests for interpretation must be sent via e-mail to mhaddad@grotonma.gov by the close of business on Friday, May 7, 2021:

FINANCIAL CONDITION

Prior to execution of a contract, the successful bidder if requested by the Town must demonstrate, to the Town of Groton's satisfaction that they have adequate financial resources to meet its obligations and the ability to maintain such resources for the term of the contract.

TRANSITION PLAN

The bidder must describe how your firm transitions in implementing services to the Town of Groton, and how you would transition to a new firm in the event of transfer in the future.

INSURANCE REQUIREMENTS

All proposers must provide evidence of professional malpractice insurance, including coverage limits.

PAYMENT TERMS

The successful proposer shall invoice the Town monthly, or more frequently if requested by the Town. All invoices shall list the matter(s) worked on and the time associated with the invoiced amount. Please outline your payment terms as part of your proposal.

CONTENTS OF RFP/PUBLIC RECORDS

Once opened by the Town, a response to this RFP is public record under Massachusetts Public Records. The contents of the RFP as accepted by the Town may become part of any award as a result of this RFP. All RFP's, being public record, will be available for public inspection during normal business hours.

Mark Haddad

From: Shawn Campbell <shawn@grotoncountryclub.com>
Sent: Wednesday, April 7, 2021 2:58 PM
To: Mark Haddad
Subject: GCC Carts

Mark-

After reviewing some of the minutes and watching some of the zoom discussions regarding the capital request for a new cart fleet I put together a small info sheet for questions I have noted.

Prior to starting at GCC I managed electric cart fleets for 28 Years, GCC is my first gas powered cart fleet.

A new cart fleet is set up as a conditional sale paid over time. We own the carts in full after the final payment.

Electric carts with (6) lead acid batteries fully charge overnight, roughly 8 hours of "trickle charging".

Electric cart battery life is 4-5 years, batteries generally have a 4 year warranty.

Electric cart chargers are supplied with the golf cart and they last 10 years or so under normal conditions, with a warranty of 4 years.

Electric carts begin to show their age based on the battery life, we should be prepared to replace the batteries after the 4th season. Roughly \$1,000 per cart.

Electric carts will easily last on a full charge for an entire day, I have had experience with them lasting 2 days due to power outages. Battery age will dictate extra day(s).

If approved the new fleet would arrive this summer (July/August).

Electric carts are generally a couple hundred dollars more than gas carts (per cart) to purchase.

Annual Cart revenue is roughly \$50,000, projecting \$75,000 this season (Covid)

Once the new fleet arrives and is fully operational we will hold an auction for the old gas fleet. A trade-in value will be provided from the vendor we select and that value will be the starting bid for each individual cart being auctioned. The remaining carts after the auction will be traded in.

Initial discussions with the Yamaha representative regarding the 2 year scenario: We would enter into a conditional sale for estimated 25k per year, after the second payment we could go to bid out a new 25 cart electric fleet and the remaining payments minus the trade-in value would be worked into the new deal.

Pros/Cons of 2 year scenario:

Pros

The 21 Yamaha gas carts have a new quiet-tech system which reduces noise, these were the carts of choice by far when the gas carts were demoed last summer. My concern was the longevity of the material used to make it quiet. No concerns if turned in after 2 seasons.

Lithium batteries are superior to lead-acid batteries. Cart companies are beginning to offer these batteries in their carts. 2 years from now I expect them to be standard in all carts, hopefully the price drops a bit and any potential issues regarding this new technology will be resolved.

No infrastructure cost, as we can store/charge 4 carts in the Snack Shack/GPH Building (tight fit) but can be done.

More time to consider the infrastructure needs/location for a fleet of 25 electric carts.

Cons

2 Years will not reveal the decay in battery performance due to terrain. Year 3-4 should begin to see a decline.

Here is a link to a battery comparison article:

<https://golfcarts.org/lead-acid-versus-lithium-ion-batteries-for-electric-carts/#:~:text=Lithium%20batteries%20are%20much%20lighter,the%20cart%20before%20reaching%20capacity.>

Lastly, if anyone has any questions regarding the carts I would like to have the question(s) in advance so I can research the correct answer with our distributor if needed.

Best,

Shawn Campbell

REVISED: 4-6-2021

Warrant, Summary, and Recommendations

TOWN OF GROTON



2021 SPRING TOWN MEETING

Groton-Dunstable Middle School Track
342 Main Street, Groton, Massachusetts 01450

Beginning Saturday, May 1, 2021 @ 9:00 AM

Rain Date – Sunday, May 2, 2021 @ 1:00 PM

Attention – Voters and Taxpayers

Please bring this Report to Town Meeting

**THE BUDGET HANDOUT FOR ARTICLE 5 IS AVAILABLE
IN THE BACK OF THE WARRANT**

Introduction to Groton Town Meeting

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

What is Town Meeting?

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

What is a warrant?

The warrant is the official notice to voters that a Town Meeting is scheduled. The warrant includes the date, time, location and a description of each subject to be acted on at Town Meeting. In Groton, the warrant must be posted in two public places and mailed to each household 14 days in advance of Town Meeting. "The warrant must contain a sufficient description of what is proposed so as to constitute an adequate warning to all the inhabitants of the town."¹ "Every action taken at the meeting must be pursuant to some article in the warrant and must be within the scope of such article."²

How does Town Meeting proceed?

Voters attending Town Meeting must first check in with the clerks and receive a voting card which is required to vote. The meeting typically acts on the articles in the order they are printed in the warrant. For each article, a main motion is made and seconded by voters and placed by the moderator on the floor for debate. Permission of the moderator is required to speak. The moderator presides and regulates the proceedings, decides all questions of order, and calls and declares all votes. After debate has ended, the moderator will call for a vote by a show of voter cards. If the vote is too close to call by sight or if seven voters immediately question the moderator's declaration of the vote, the moderator will order a hand count to confirm the vote.

Who can attend?

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

How long is town meeting?

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

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

² *Id.*

Pandemic Safety Procedures for Town Meeting

Due to the pandemic, the Spring Town Meeting will be held outdoors on the field behind the Florence Roche Elementary School. Voters and non-voters attending the meeting are asked to follow these procedures:

- Attendees should wear masks, even while speaking, and observe social distancing whenever possible.
- Keep at least 6-feet of distance from others while in the voter check-in line.
- Voters should arrive early, check-in, receive a voter card, and proceed directly to a seat.
- A cart will be available for anyone who needs assistance moving from the parking lot to the field.
- Single and household-pair seating will be six or more feet apart and should not be moved. Attendees may bring their own chairs.
- Children may accompany parents and are asked to bring a seat for the child. Families with two or more children are asked to provide their own chairs.
- Voters will speak from their seats when called on by the moderator. Wireless microphones will be brought by an usher and sanitized between uses.
- Voting will be by raised voter card and not by voice.
- Anyone unable to wear a mask may sit in a reserved section with a dedicated microphone.
- There will not be a break for lunch, but Town Meeting attendees are urged to bring a bagged lunch so that the Town Meeting can be completed in one day, if possible.
- At the end of the meeting, voters are asked to observe social distancing while exiting the field.

Rain Date: In the event of inclement weather, the Town Meeting will be held the following day, May 2nd at 1 p.m. in the same location. If the Town Moderator postpones the meeting, notice will be made on the town website, posted in three public places, and through news and social media.

Please direct questions regarding the meeting procedures to Jason Kauppi, Town Moderator, at moderator@grotonma.gov or call 978-391-4506.

Explanation of a Consent Agenda

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

How Consent Agendas Work

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



Town Meeting Access for Voters with Disabilities

Parking – Universally accessible parking spaces are available in the parking lot in front of the Groton Dunstable Middle School South.

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

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

Restrooms – Accessible restrooms for this Town Meeting will be provided adjacent to the Florence Roche Elementary School.

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

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

SPRING TOWN MEETING WARRANT

MAY 1, 2021

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

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn said inhabitants of the Town of Groton qualified to vote on Town affairs to assemble in the Groton-Dunstable Middle School Track in said Town on Saturday, the first day of May, 2021 at Nine O'clock in the morning, to consider all business other than the election of Town Officers and on the twenty-fifth day of May, 2021, between the hours of 7:00 A.M. and 8:00 P.M., at an adjourned session thereof at the following locations:

Precinct 1	The Groton Center 163 West Main Street	Precincts 2 & 3	Middle School North Gymnasium 346 Main Street
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to give their ballots for:

Vote for One	Board of Assessors	3 Years
Vote for One	Board of Health	3 Years
Vote for One	Select Board	3 Years
Vote for One	Commissioner of Trust Funds	3 Years
Vote for Two	Groton-Dunstable Regional School Committee	3 Years
Vote for One	Groton Electric Light Commission	3 Years
Vote for One	Park Commission	3 Years
Vote for One	Park Commission	2 Years
Vote for Three	Planning Board	3 Years
Vote for One	Town Clerk	3 Years
Vote for One	Town Moderator	3 Years
Vote for One	Sewer Commission	3 Years
Vote for Two	Trustees of the Groton Public Library	3 Years
Vote for One	Trustees of the Groton Pubic Library	2 Years
Vote for One	Water Commission	3 Years
Vote for One	Groton Housing Authority	3 Years

QUESTION 1:

Shall the Town of Groton be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued for the purpose of funding the design and construction of a new kindergarten through fourth grade elementary school with an approximate square footage of 109,855 square feet located at 342 Main Street in Groton, Massachusetts, inclusive of abatement and demolition of the existing school structures on said property, new parking lots, relocation and construction of the existing track, various other site improvements, and all other costs incidental and related thereto?

YES _____ NO _____

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- *Will be presented as one Consent Motion
- **The Budget will be presented as one Motion
- ***The CPA Articles will be presented as one Motion
- ****Annual Consent Agenda. To be presented as one Motion

ARTICLE 1: HEAR REPORTS

To see if the Town will vote to hear and act on the report of the Select Board and other Town Officers and Committees, or to take any other action relative thereto.

SELECT BOARD

Select Board: *Recommended Unanimously*
Finance Committee: *No Position*

Summary: *To hear reports of Town Boards, Committees and Commissions and to accept the annual report and other reports that may be presented to Town Meeting.*

ARTICLE 2: ELECTED OFFICIALS' COMPENSATION

To see if the Town will vote to set the compensation for the elected officials of the Town for the ensuing year, or to take any other action relative thereto.

SELECT BOARD

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*

Summary: *To provide compensation for elected officials as proposed by the Town Manager. The Town Clerk is proposed to receive a salary of \$90,853 in FY 2022 and the Moderator is proposed to receive a salary of \$65 in FY 2022.*

ARTICLE 3: WAGE AND CLASSIFICATION SCHEDULE

To see if the Town will vote to amend and adopt for Fiscal Year 2022 the Town of Groton Wage and Classification schedule as shown in Appendix B of this Warrant, or to take any other action relative thereto.

SELECT BOARD
TOWN MANAGER

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*

Summary: *The purpose of this Article is to set the wage and classification schedule for the three (3) employees (Executive Assistant to the Town Manager, Human Resources Director and IT Director) covered by the Personnel Bylaw. Under the policy of the Select Board, these employees receive the same benefits as contained in the Town Supervisors' Union Contract. These employees will not receive a cost-of-living adjustment in Fiscal Year 2022.*

ARTICLE 4: APPROPRIATE FY 2022 CONTRIBUTION TO THE OPEB TRUST

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager, to be added to the Other Post-Employment Benefits Liability Trust Fund as authorized by Massachusetts General Laws, Chapter 32B, Section 20, or to take any other action relative thereto.

**SELECT BOARD
TOWN MANAGER**

**Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously**

Summary: *The purpose of this article is to fund the Town's OPEB Liability. The Select Board and Finance Committee have adopted a funding policy for this purpose. One of the funding goals is to commit to an annual appropriation to the Trust that would keep the Net Present Value Liability from growing until such time as the Town can begin to pay down the liability. In Fiscal Year 2022, the anticipated amount necessary for this purpose is estimated to be \$177,094. This Article will seek an appropriation of \$177,094 from Free Cash to add to the OPEB Liability Trust Fund.*

ARTICLE 5: FISCAL YEAR 2022 ANNUAL OPERATING BUDGET

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money as may be necessary to defray the expenses of the Town for the next Fiscal Year (2022), and act upon the budget of the Finance Committee, or to take any other action relative thereto.

**FINANCE COMMITTEE
SELECT BOARD
TOWN MANAGER**

**Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously**

Summary: *In accordance with Section 6 of the Town Charter, the Finance Committee conducts its annual budget process by receiving the Town Manager's proposed balanced budget on or before December 31st; meeting with department heads and boards; holding public budget hearings in preparation for issuing its recommendations to Town Meeting; and presenting its budget recommendations at the Spring Town Meeting. The budget handout for this Article is contained in Appendix A of this Warrant. Please also see the Finance Committee's and Town Manager's Report which includes the Finance Committee's and Select Board's recommendations.*

ARTICLE 6: FISCAL YEAR 2022 CAPITAL BUDGET

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow pursuant to any applicable statute, a sum or sums of money, to be expended by the Town Manager, for the purpose of funding the Fiscal Year 2022 Capital Budget, or to take another other action relative thereto.

TOWN MANAGER

Summary: *The following is the proposed Town Manager's Capital Budget for Fiscal Year 2022:*

Item #1 – Engine 1 Refurbishment **\$225,000** **Fire/EMS**

Summary: *Engine 1 is a truck that is currently in good condition thus making it a prime candidate for a refurbishment to extend its life. Proactive refurbishment before major issues occur can save significant money on major unexpected repairs and lengthen the life of the Truck. Due to its level of use, the refurbishment of Engine 1 would be best served in FY 2022 to minimize corrosion caused by salt and weather.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Item #2A – Dump Truck **\$60,000** **Highway**

Summary: *In Fiscal Year 2018, Town Meeting approved a bond for \$185,000 to purchase a new Dump Truck for the Highway Department, with the intent to pay it back over five years. The appropriation this year is the fourth of five payments for this truck.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Item #2B – Dump Truck **\$185,000** **Highway**

Summary: *This vehicle is a scheduled replacement of a front-line truck responsible for plowing and sanding as well as normal construction duties. The anticipated cost of replacement of this truck is \$185,000. It is proposed that the Town borrow the funds through State House notes and pay off the debt over five years. The Town will begin repaying the bond on this Truck in Fiscal Year 2023.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Item #3 – IT Infrastructure **\$40,000** **Town Facilities**

Summary: *This item in the Capital Budget was established ten years ago and has been very successful. In Fiscal Year 2022, the following items will be purchased/upgraded with this allocation: 10 replacement computers; replace aging servers and storage arrays; investment to expand the network and keep equipment and maintenance costs current; and network switch upgrades and increased wireless coverage.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Item #4 – Municipal Building Repairs **\$25,000** **Town Facilities**

Summary: *This appropriation will be used to continue to maintain all municipal buildings by performing various maintenance activities to prevent major breakdowns in our municipal building infrastructure. In FY 2022, these funds will be used to perform brick pointing on Town Hall by the back door as well at Legion Hall.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Item #5 – Tractor Trailer Unit **\$20,000** **Transfer Station**

Summary: *At the 2018 Spring Town Meeting, the Meeting authorized the acquisition of a new Tractor Trailer Unit for the Transfer Station by borrowing the necessary funds (\$140,000) through the Commonwealth's State House Notes method and pay off the debt over four years. This will be the final payment for the Unit.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Item #6 – Reconstruct Library Parking Lot **\$45,000** **Library**

Summary: *The parking lot behind the Library has been patched and repaired, but in FY 2022 it will be 23 years old. It is worn, tired, cracking, not draining water properly, and becoming uneven in spots. It will need a full and complete reconstruction.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Item #11 – Police Cruisers

\$100,000

Police Department

Summary: *Purchase of two police cruisers and related equipment to replace cruisers that are no longer cost effective to maintain. This allows for lesser mileage per year, better maintenance scheduling, assignment of cars to officers and for a programmed replacement schedule that ensures line cars are rotated out at reasonable mileage and wear. Un-marked cars are rotated in the same fashion.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

TOWN MANAGER

ARTICLE 7: CPA RECOMMENDATION – MIDDLE SCHOOL TRACK

To see if the Town will vote to adopt and approve the recommendation of the Community Preservation Committee established pursuant to Chapter 44B of the General Laws, to construct a new Middle School Track, and all costs associated and related thereto, and to implement such recommendation, borrow pursuant to any applicable statute and/or appropriate a sum or sums of money from the Community Preservation Fund established pursuant to Chapter 44B of the General Laws, said funds to be expended by the Town Manager, or to take other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

Select Board: Recommended (4 In Favor, 1 Deferred – Giger)
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

Summary: *The sitework expenses associated with the Florence Roche Elementary School Project campus track relocation are not eligible for reimbursement through the Massachusetts School Building Authority (MSBA). Approval of this Article will authorize the track relocation expenses to be paid for with Community Preservation Funds. These funds include an annual state match to local dollars; construction costs for residents will be reduced by over half a million dollars. Relocation of the track will only occur if the Florence Roche Elementary School Project is approved at Town Meeting and at the Ballot.*

ARTICLE 8: FLORENCE ROCHE ELEMENTARY SCHOOL CONSTRUCTION

To see if the Town will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of Florence Roche Elementary School Building Committee, for the design and construction of a new kindergarten through fourth grade elementary school, known as the Florence Roche Elementary School, with an approximate square footage of 109,855 square feet located at 342 Main Street in Groton, Massachusetts, inclusive of abatement and demolition of the existing school structures on said property, new parking lots, relocation and construction of the existing track, various other site improvements, and all other costs incidental and related thereto, which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years and for which the Town may be eligible for a

school construction grant from the Massachusetts School Building Authority ("MSBA"). The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town. Any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-three and thirty-nine hundredths' percent (53.39%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; or to take any other action relative thereto.

FLORENCE ROCHE SCHOOL BUILDING COMMITTEE

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*

Summary: *An extensive Feasibility Study of K-4 education of Groton students has determined that the most cost effective and educationally beneficial solution is to rebuild the Florence Roche Elementary School on the current parcel. The relocation of the Middle School Track is an incidental cost to the Florence Roche Elementary School Building Project. As outlined in the GDRSD Regional Agreement, capital expenses are assessed to each member town based on the five-year rolling enrollment average per building. Because no Dunstable students have attended Florence Roche in recent years the cost of the Florence Roche Elementary School construction is the sole responsibility of the Town of Groton. Approval of this Article allows for short-term borrowing of funds for construction. The Massachusetts School Building Authority (MSBA) reimbursements will be made during the construction phase. Approval of this Article allows for long term consolidation of borrowed funds once construction has been completed; which is estimated to be in 2025. As stated in the Article, a Debt Exclusion of Proposition 2½ at the Annual Town Election will also be required.*

ARTICLE 9: ENGINEERING FUNDS – WHITNEY POND TREATMENT FACILITY

To see if the Town will vote to appropriate a sum or sums of money, to be expended under the direction of the Board of Water Commissioners, to pay costs of engineering design services and owners project manager services related to improving the Whitney Pond Water Treatment Facility, commencing in fiscal year 2021, including the payment of all costs incidental and related thereto; to determine whether this amount shall be raised by taxation, transfer from available funds, borrowing or otherwise, or to take any other action relative thereto.

BOARD OF WATER COMMISSIONERS

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*
Water Commissioners: *Recommended Unanimously*

Summary: *This article allows the Board of Water Commissioners to expend the sum of \$722,300, to be raised through water rates, for the Design Engineering Services and the Owners Project Manager Services related to the new Manganese Treatment Facility at the Whitney Pond Well Site.*

ARTICLE 10: ENGINEERING FUNDS – WHITNEY POND WELL #3

To see if the Town will vote to appropriate a sum or sums of money, to be expended under the direction of the Board of Water Commissioners, to pay costs of engineering design services and owners project manager services related to developing the new Whitney Pond Well #3, including the payment of all costs incidental and related thereto; to determine whether this amount shall be raised by taxation, transfer from available funds, borrowing or otherwise, or to take any other action relative thereto.

BOARD OF WATER COMMISSIONERS

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*
Water Commissioners: *Recommended Unanimously*

Summary: *This article allows the Board of Water Commissioners to expend the sum of \$300,000, to be raised through water rates, for the Design Engineering Services and the Owners Project Manager Services related to the new source well at the Whitney Pond Well Field (Whitney Pond Well #3).*

ARTICLE 11: EXTEND GROTON CENTER SEWER DISTRICT

To see if the Town will vote to extend the "Groton Center Sewer District" as established by the vote of the Special Town Meeting of February 6, 1989, under Article 7, and as shown most recently on the plan approved under Article 14 of the Annual Town Meeting of April 25, 2005, to include the property shown on Assessors' Map 109, Lot 43-0 (108 Pleasant Street) but only for the exclusive use of 108 Pleasant Street, and its successors or assigns, and provided that all costs of designing, laying, and construction of the extension and any associated connection and the cost of additional capacity and the property owner's proportionate share of the general benefit facilities, and all other costs associated therewith, are paid by the owner of the property benefited thereby, whether by the assessment of betterments or otherwise, or to take any other action relative thereto.

BOARD OF SEWER COMMISSIONERS

Select Board: *Recommendation Deferred Until Town Meeting*
Finance Committee: *No Position*

Summary: *This article requests authorization from the Town Meeting to expand the Center Sewer District to include 108 Pleasant Street, Groton.*

ARTICLE 12: GRANT EASEMENT FOR SEWER CONNECTION – 227 BOSTON ROAD

To see if the Town will vote to authorize the Select Board to grant an easement to Christine R. and Kevin J. Lindemer, and their successors and assigns, for the purpose of placing and maintaining a subsurface sewage disposal line to service 227 Boston Road below existing grade surface and under the surface of Town owned property under the control of the Select Board located at 94 Lovers Lane, shown on Assessors Map 115, Parcel 34, Recorded Deed Book 20265, Page 302 at the South Middlesex Registry of Deeds, as shown on the plan on file with the Office of the Town Clerk, on terms and conditions deemed by the Select Board to be in the best interest of the Town, or to take any other action relative thereto.

SELECT BOARD

Select Board: No Recommendation (4 Deferred, 1 In Favor – Pine)
Finance Committee: Recommended (5 In Favor, 2 Deferred – Green, Doody)

Summary: *The 2018 Fall Town Meeting approved the extension of the Groton Central Sewer District to 227 Boston Rd. The extension will allow for the development of one additional house lot, connection of the existing house, and conversion of the barn to residential use. The extension will be a private connection and will not extend beyond the confines of what is currently 227 Boston Rd. The work will be done using directional drilling from the site of the new house lot and is not expected to result in surface disturbance except for a small area at the point of connection to the town sewer at the edge of the golf course across from Johnson’s Restaurant. The owners of 227 Boston Rd. (Kevin and Christine Lindemer) will pay for the cost of construction and connecting to the existing sewer line. It is anticipated there will be no cost to the Town of Groton for the connection and maintenance. In addition, if the work is completed as envisioned, property tax revenue to the Town of Groton will increase in addition to the added town sewerage fees.*

ARTICLE 13: COMMUNITY PRESERVATION FUNDING ACCOUNTS

To see if the Town will vote to make the following appropriations from the Community Preservation Fund: Allocation of Community Preservation Funds to the following sub accounts:

CPC Operating Expenses:	\$ 20,500
Open Space Reserve:	\$ 78,490
Historic Resource Reserve:	\$ 78,490
Community Housing Reserve:	\$ 78,490
Unallocated Reserve:	\$528,930

or to take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended Unanimously

Summary: *This is an accounting procedure that is necessary to ensure the Community Preservation Committee will have access to the funds raised during Fiscal Year 2022. Except for the CPC Operating Expenses, none of these funds will be spent without additional approval at Town Meeting.*

ARTICLE 14: COMMUNITY PRESERVATION FUNDING RECOMMENDATIONS

To see if the Town will vote to adopt and approve the recommendations of the Community Preservation Committee for Fiscal Year 2022, and vote to implement such recommendations by appropriating a sum or sums of money from the Community Preservation Fund established pursuant to Chapter 44B of the General Laws, and by authorizing the Select Board, with the approval of the Community Preservation Committee, to acquire, by purchase, gift or eminent domain, such real property interests in the name of the Town, or enforceable by the Town, including real property interests in the form of permanent affordable housing restrictions and historical preservation restrictions that will meet the requirements of Chapter 184 of the General Laws, as may be necessary or proper to carry out the foregoing, or to take any other action relative thereto.

CPC Proposal A: Maintenance and Mausoleum Restoration \$65,000

Summary: *The Groton Cemetery Association is requesting \$65,000 in CPA funds to repair and restore both the Maintenance Building and the Mausoleum located at the Groton Cemetery. The full amount to be paid from the Historic Reserve.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

CPC Proposal B: Field and Recreation Feasibility Study \$20,000

Summary: *The Park Commission is requesting \$20,000 in CPA funds to carry out a Feasibility Study that would include Cow Pond Fields, Waitowicz Field, and Cutler Memorial Field, to determine that they are providing maximum and safe playing surfaces on their acreage while correcting the issue of parking and travel on their properties. The full amount to be paid from the Unallocated Reserve.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended (5 In Favor, 1 Against – Svarczkopf, 1 Abstain – Easom)

CPC Proposal C: Non-Point Sources of Pollution \$40,000

Summary: *As part of the continuation of the Lost Lake/Knops Pond Long-Term Lake Management Plan, the Great Pond Advisory Committee and the Groton Lakes Association is seeking \$40,000 in CPA funds to complete a major component of this plan namely the dataset identifying the non-point sources of pollution entering Lost Lake and the development of a mitigation plan to correct these problems. The full amount to be paid from the Unallocated Reserve.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

CPC Proposal D: Site Assessment Study \$150,000

Summary: *The Affordable Housing Trust (AHT) is exploring possible locations for the development of affordable housing. As part of this process, the AHT is seeking \$150,000 in CPA funds to pay for investigatory pre-development and engineering work and/or expert advice in order to assess the costs and feasibility of any potential site for development. Funds may also be used to prepare grant applications to support the creation of affordable housing. Either town-owned or privately-owned parcels may be considered and evaluated. The full amount to be paid from the Community Housing Reserve.*

Select Board: Not Recommended (4 Against, 1 In Favor – Pine)
Finance Committee: Recommendation Deferred Until Town Meeting
Community Preservation Committee: Recommended (4 In Favor, 3 Abstain – Perkins, Eliot, Easom)

CPC Proposal E: Squannacook River Rail Trail \$30,000

Summary: *Squannacook Greenways is requesting \$30,000 in CPA funds for construction of the Squannacook River Rail Trail (SRRT) from the Bertozzi Wildlife Management Area to the northern Crosswinds Drive crossing for a total distance of .65 miles. The construction of the entire SRRT is being conducted in phases due to environmental requirements which limit construction activity to a period of between November 15th and March 15th. Squannacook Greenways is also relying on DCR Trails grants to underwrite a large portion of construction costs and has been the successful recipient in the last two rounds of grant cycles. Squannacook Greenways will be applying for a DCR MassTrails grant for FY 2022 and will be relying on CPA funds as the local match requirement. If successful, it is their intention to commence construction in November, 2022. The amount of \$2,000 to be paid from the Open Space Reserve and the amount of \$28,000 to be paid from the Unallocated Reserve.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

CPC Proposal F: Duck Pond Restoration, Phase 2 \$19,800

Summary: *The Great Pond Advisory Committee is requesting \$19,800 in CPA funds to help with the continuation of the restoration and preservation work completed during Phase 1 of the previously approved Duck Pond Restoration project. Phase 2 of this project will provide three years of funds for electricity to operate the Compressor (8 months / year), three water quality tests per year, periodic muck-depth measurements ("polling"), and a written final report. The full amount to be paid from the Unallocated Reserve.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

CPC Proposal G: Housing Coordinator \$51,617

Summary: *This application is requesting \$51,617 in CPA funding from the Community Housing category to fund the wages and benefits of the Housing Coordinator position (25-hours/week). The full amount to be paid from the Community Housing Reserve.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

CPC Proposal H: Groton Dunstable Field Restoration Plan \$230,232

Summary: *The Groton Dunstable Regional School Committee is requesting \$230,232 in CPA funds to use towards the renovations of the GDRHS Stadium Field and GDRHS Softball Field. After assessing the conditions of the 25 acres of athletic fields in the district, these two field restoration projects have been identified as needing to be completed in order for the fields to be considered safe and usable for the student athletes and community usage. This project will include total replacement and restoration of the stadium high school natural turf field and resolve tree overgrowth at the high school softball field to address the wet field preventing the use of the field. The Dunstable Community Preservation Committee is in support of funding Dunstable's proportionate share of this project at \$74,268. GD@Play generously donated \$100,000 to offset the cost of this initiative. The purchase of equipment not included in the CPC request of a utility tractor, aerator attachments and top dresser will be purchased with this donation with the balance of \$18,500 to be applied to support the cost of the renovation of the stadium field. The amount of \$98,232 to be paid from the Unallocated Reserve and the amount of \$132,000 to be paid through a five-year Bond.*

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

CPC Proposal I: Conservation Fund FY 2022

\$350,000

Summary: *The Conservation Commission is requesting \$350,000 in CPA funds to be added to the Town's Conservation Fund to help preserve open space, protect water resources and wildlife habitat, and preserve land for agricultural, recreational, and forestry activities. The Conservation Fund allows the Town to move quickly in the event a priority parcel becomes available. In the past, the Conservation Fund has been used to purchase Conservation Restrictions, Agricultural Preservation Restrictions, and fee ownership of conservation land in the Town. The Commission's goal is to maintain an amount between \$750,000 and \$1,000,000 in the Conservation Fund. The Conservation Fund balance is \$320,129. The full amount to be paid from the Unallocated Reserve.*

Select Board: Recommended (4 In Favor, 1 Against – Manugian)

Finance Committee: Recommended Unanimously

Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

CPC Proposal J: Multi-Use Recreational Courts

\$157,480

Summary: *Friends of Groton Pickleball is requesting \$157,480 in CPA funds to help fund the restoration project at the Groton Country Club that will create new multi-use recreational courts, consisting of 8 pickleball courts, 1 tennis court and a half of a basketball court. The full amount to be paid from the Unallocated Reserve.*

Select Board: Recommended (3 In Favor, 2 Deferred – Degen, Giger)

Finance Committee: Recommended Unanimously

Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

CPC Proposal K: Original Interior Skylight Restoration

\$3,000

Summary: *The Groton Public Library is requesting \$3,000 in CPA funds to restore and fortify the original piece of the building fabric that is part of the Library's original interior skylight. The full amount to be paid from the Historic Reserve.*

Select Board: Recommended Unanimously

Finance Committee: Recommended Unanimously

Community Preservation Committee: Recommended (6 In Favor, 1 Abstain – Easom)

COMMUNITY PRESERVATION COMMITTEE

ARTICLE 15: AMEND ZONING BYLAW – CLARIFICATIONS

To see if the Town will vote to amend the Zoning Bylaw as follows:

1. Amend Section 218-9.4 Attached Accessory Apartment by deleting the word "Attached" so it reads as follows:

"Section 218-9.4 Accessory Apartment"

2. Amend the Schedule of Use Regulations by deleting Row 103 in its entirety and replacing it with the following:

Schedule of Use Regulations								
	R-A	R-B	NB	VB	GB	I	P	O
103. Accessory Apartments as regulated under Section 218-9.4								
A. Attached accessory apartment	Y	Y	N	N	N	N	N	N
B. Detached accessory apartment	PB	PB	N	N	N	N	N	N

or to take any other action relative thereto.

PLANNING BOARD

Select Board: Recommendation Deferred Until Town Meeting
Finance Committee: No Position
Planning Board:

Summary: *The purpose of this Article is to cleanup and clarify various sections of the Zoning Bylaw.*

ARTICLE 16: BYLAW PROHIBITING USE OF POLYSTYRENE CONTAINERS

To see if the Town will vote to amend the General Bylaws by adding a new Chapter 199 of the Code of the Town of Groton, entitled Polystyrene Container Restrictions for Food Service Establishments as follows:

Chapter 199: Polystyrene Container Restriction for Food Service Establishments

§ 199-1. Findings and Intent.

- Whereas, the Town has a duty to protect the health of its citizens and the natural environment.
- Whereas, Polystyrene sometimes known by Dow Chemical Co. brand name of Styrofoam is a synthetic plastic that biodegrades so slowly (hundreds of years) it is considered to be non-biodegradable.
- Whereas, expanded polystyrene containers are not part of the Town's regular recycling program.
- Whereas, styrene, the key ingredient in expanded polystyrene, was recently added to the National Toxicology Program's list of carcinogens (U.S. Department of Health and Human Services) and can leach from containers into food and beverages.
- Whereas, polystyrene has become a significant component of plastic debris in the environment, is sometimes mistaken for food by animals including marine life, and thereby transfers toxic chemicals into the food chain.

- Whereas, appropriate alternative products are readily available from vendors and are already being used by many local businesses

§199-2. Effective Date.

This bylaw shall take effect January 1, 2022.

§199-3. Definitions.

Disposable food service container shall mean single-use disposable products for serving or transporting prepared, ready-to-consume food or beverages, including, without limitation, take-out foods and/or leftovers from partially consumed meals prepared by a food establishment. This includes, but is not limited to plates, cups, bowls, trays, hinged or lidded containers, cups, lids, straws, and utensils. It does not include single-use disposable packaging for unprepared foods.

Polystyrene shall mean blown polystyrene (polystyrene that has been expanded or blown using a gaseous blowing agent into a solid foam) and expanded and extruded forms, which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene).

The term also includes clear or solid polystyrene, which is also known as "oriented," or referenced in this bylaw as "Rigid Polystyrene." Rigid Polystyrene is generally used to make clear clamshell containers, lids, and cutlery.

The term also includes products with a Polystyrene coating.

Fineable Offense is defined as a knowing or common use of item or items restricted by the by-law. Common use refers to item or items that are part of one's daily use.

Food establishment shall mean any food service operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, as further defined in 105 CMR 590.002 located within the Town of Groton. Any establishment requiring a permit to operate in accordance with the Minimum Sanitation Standards for Food Establishment, 105 CMR 590.000, et seq., shall be considered a food establishment for purposes of this bylaw.

PFAS/PFOA shall mean per- and polyfluoroalkyl substances, a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other chemicals.

Prepared food shall mean any food or beverage prepared on the food establishment's premises using any cooking or food preparation technique. Prepared food does not include any raw uncooked meat, fish or eggs unless provided for consumption without further food preparation. Prepared food may be eaten on or off the food establishment's premises.

Acceptable replacement product shall mean any food container, disposable cutlery, or other limited use item provided with food meeting all functional and safety requirements and not containing Polystyrene or other known or emerging environmental contaminants such as PFAS/PFOA.

Town Facility shall mean any building, structure, land, or recreational area owned, leased, or operated by the Town of Groton.

§199-4. Prohibitions.

1. Except as provided herein, food establishments are prohibited from dispensing prepared food and drink in disposable food service containers made from polystyrene. All food establishments are required to use acceptable replacement products for such purposes. All food establishments are strongly encouraged to use reusable food service containers and cutlery, and when possible biodegradable, compostable alternatives. Compostable materials must meet ASTM (American Society of the International Association for Testing and Materials) Standards for compostability.
2. Town departments or agencies shall not purchase or use disposable food service containers and / or utensils made from polystyrene while in the performance of official Town duties within the Town of Groton.
3. Individuals, contractors, vendors, or other entities shall not use disposable food service containers and / or utensils made from polystyrene in a Town facility or Town property while acting or performing under a Town contract, lease, license, permit, grant, or other agreement.

§199-5. Variance.

1. Any food establishment or Town Department and its agencies may make a written application to the Board of Health for a variance from this bylaw.
2. Every application for a variance is subject to a public hearing. Notice of the hearing shall be posted as part of a public notice of the Board of Health meeting at which the application will be considered. Notice shall be posted no less than two weeks (14 calendar days) before the meeting.
3. By vote of a majority of its full authorized membership, the Board of Health may grant a variance in cases where a suitable biodegradable, compostable, reusable or recyclable alternative does not exist for a specific usage, and/ or enforcement of this bylaw would cause undue hardship to that food establishment or Town Department.
4. A variance may be granted for up to six months and extended for like periods upon submission of a renewal application.
5. Any variance granted by the Board shall be in writing.
6. A copy of the variance granted under this Section shall be available for public inspection on the premises for which it is issued.

§199-6. Enforcement, Penalties and Fines.

1. The Board of Health or its designee shall have primary responsibility for enforcement of this bylaw. This shall include establishment of regulations or administrative procedures, inspections, and issuance of citations for violations.

2. The Board of Health, after a hearing conducted in accordance with the procedures set forth in 105 CMR 590.14 and CMR 590.15, may suspend or revoke the license or permit issued by the Board of Health for any establishment failing to comply with this bylaw.
3. A person, individually or by his servant or agent, who violates any provision of this bylaw may be penalized by a noncriminal disposition pursuant to MGL C. 40, § 21D, and the Town's noncriminal disposition bylaw. The following penalties apply:
 1. First offense -- a written warning specifying the violations and appropriate penalties for future violations
 2. Second offense -- \$100
 3. Third Offense -- \$200
 4. Fourth and subsequent Offense -- \$300

Fines for repeated violations in a one-year period are cumulative as provided in Chapter 1, Section 1-4B, of the bylaws.

§199-7. Severability.

If any provision of this bylaw or any application thereof is held to be invalid by a court of competent jurisdiction, the invalidity shall be limited to said provision(s) and the remainder of the bylaw shall remain valid and effective.

or take any action relative thereto.

BOARD OF HEALTH

Select Board: Recommended Unanimously
Finance Committee: No Position

Summary: *The purpose of this by-law is to establish restrictions on the use of polystyrene in food containers. Polystyrene has been added to the US Department of Health and Human Services list of known carcinogens and may leach from food containers into food. Restricting the use of polystyrene food containers will have an immediate, positive impact on public health. Doing so will also benefit our environment by reducing solid waste because polystyrene cannot be recycled.*

ARTICLE 17: CITIZENS' PETITION - TRANSFER CONTROL OF LAND

To see if the Town will vote to amend the vote taken under Article 1 of the April 24, 2006 Special Town Meeting that authorized a fee interest in 14 acres, more or less, of land to be owned by the Town and managed and controlled by the Select Board for all uses allowed by statute under the Community Preservation Act, said parcel located in the southwest corner of Lot 7 as shown on a Plan of Land entitled Community Preservation Act Acquisition by the Town of Groton, Massachusetts, prepared by Beals Associates, Inc. and dated April 21, 2006, and transfer said control to the Conservation Commission for open space and recreation purposes, or to take any other action relative thereto.

CITIZENS' PETITION

<u>NAME</u>	<u>ADDRESS</u>	<u>NAME</u>	<u>ADDRESS</u>
Nathan Shapiro	133 Shirley Road	Melanie O'Leary	21 Old Orchard Road
Mark Martel	10 Whiting Avenue	Dan O'Leary	21 Old Orchard Road
Ken Kolodzies	44 Farmers Row	Joshua Stark	9 Old Orchard Road
John Smigelski	150 Mill Street	Erin Stark	9 Old Orchard Road
Laurie Smigelski	150 Mill Street	Stacey Vow	43 Joy Lane

Select Board: Recommended (3 In Favor, 2 Against – Manugian, Pine)
Finance Committee: No Position

Summary: The following summary was prepared by the petitioners and represents their view on the Article: *This Article proposes to place the Surrenden Farm Reserve Parcel under the control of the Groton Conservation Commission and to restrict its use to open space or recreation. This will more permanently preserve the land, akin to its surrounding ~345 acres. In 2006 the Town of Groton, Groton School, the Groton Conservation Trust, the Trust for Public Land and others, raised \$19 million to rescue 360 acres of Surrenden Farm from building development. Conservation restrictions were placed on all of Surrenden Farm with the exception of a 14-acre parcel known as the Reserve Parcel. The Reserve Parcel is owned by the Town and is currently open space used for passive recreation. The Reserve Parcel is on the East side of Shirley Road, adjoining the Ayer town line to the South and the General Field to the East and North. Importantly, as part of the 2006 arrangements, the Town of Groton and Groton School entered into an agreement which provides that if the town allows the use of the Reserve Parcel for a use other than undeveloped land, then the Town would give the current Joy Lane to Groton School. To access the Reserve Parcel, the Town would then have to relocate Joy Lane to the General Field and upgrade the existing partially paved and partially dirt and gravel "way" that winds through the General Field into a widened two-lane road that meets Town Subdivision Road Standards, greatly altering the park-like feel and inhibiting the recreational use of the General Field. Since 2006, the General Field has become a much-used public space. The proponents of this Article believe that relocating Joy Lane to the General Field would have a significantly adverse effect on it. The proposed Article would transfer management and control of the Reserve Parcel to the Conservation Commission and restrict its use in order to preserve the Reserve Parcel and to make any use of the land that would trigger the construction of a road across the General Field unlikely.*

ARTICLES 18 THROUGH 31 WILL BE PART OF THE CONSENT AGENDA. PLEASE SEE EXPLANATION PROVIDED ON PAGE 2 OF THIS WARRANT.

ARTICLE 18: CURRENT YEAR LINE-ITEM TRANSFERS

To see if the Town will vote to transfer certain sums of money within the Fiscal Year 2021 budget, or to take any other action relative thereto.

SELECT BOARD

Select Board: Recommendation Deferred Until Town Meeting
Finance Committee: Recommendation Deferred Until Town Meeting

Summary: To transfer money within the Fiscal Year 2021 Budget should the need arise. A handout explaining any necessary transfers will be available at Town Meeting.

ARTICLE 19: APPROPRIATE MONEY TO OFFSET SNOW AND ICE DEFICIT

To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a sum or sums of money, to be expended by the Town Manager, to reduce the deficit in the Fiscal Year 2021 Snow and Ice Budget, as approved under Article 4 of the 2020 Spring Town Meeting, or to take any other action relative thereto.

TOWN MANAGER

Select Board: Recommendation Deferred Until Town Meeting
Finance Committee: Recommendation Deferred Until Town Meeting

Summary: This article will allow the Town to fund any deficit in the Snow and Ice Account in FY 21.

ARTICLE 20: TRANSFER WITHIN WATER ENTERPRISE FUND

To see if the Town will vote to transfer a sum or sums of money from the Water Enterprise Fund Surplus to the Fiscal Year 2021 Water Department Operating Budget, or to take any other action relative thereto.

BOARD OF WATER COMMISSIONERS

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Summary: *This article will request a transfer of funds from Water Surplus to help fund the Fiscal Year 2021 Water Department's Operational Expenses. As of the printing of the Warrant, it is anticipated that \$122,000 will be transferred for this purpose.*

ARTICLE 21: TRANSFER WITHIN CENTER SEWER ENTERPRISE FUND

To see if the Town will vote to transfer a sum or sums of money from the Center Sewer Enterprise Fund Surplus to the Fiscal Year 2021 Center Sewer Enterprise Department Budget, or to take any other action relative thereto.

BOARD OF SEWER COMMISSIONERS

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*

Summary: *This article allows the Sewer Department to transfer money from its surplus account to cover any deficit in the Fiscal Year 2021 Center Sewer Budget. As of the printing of the Warrant, it is anticipated that \$210,000 will be transferred for this purpose.*

ARTICLE 22: TRANSFER WITHIN FOUR CORNERS SEWER ENTERPRISE FUND

To see if the Town will vote to transfer a sum or sums of money from the Four Corners Sewer Enterprise Fund Surplus to the Fiscal Year 2021 Four Corners Sewer Enterprise Department budget, or to take any other action relative thereto.

BOARD OF SEWER COMMISSIONERS

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*

Summary: *This article allows the Sewer Department to transfer money from its surplus account to cover any deficit in the Fiscal Year 2021 Four Corners Sewer Budget. As of the printing of the Warrant, it is anticipated that \$35,000 will be transferred for this purpose.*

ARTICLE 23: TRANSFER WITHIN CABLE ENTERPRISE FUND

To see if the Town will vote to transfer a sum or sums of money from the Cable Enterprise Fund Surplus to the Fiscal Year 2021 Cable Enterprise Department budget, or to take any other action relative thereto.

CABLE ADVISORY COMMITTEE

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*

Summary: *This article allows the Cable Advisory Committee to transfer money from its surplus account to cover any deficit in the Fiscal Year 2021 budget. As of the Printing of the Warrant, it is anticipated that \$10,000 will be transferred for this purpose.*

ARTICLE 24: PRIOR YEAR BILLS

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

SELECT BOARD

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Summary: *Town Meeting approval is required to pay bills from a prior fiscal year. A list of unpaid bills will be provided at Town Meeting.*

ARTICLE 25: AUTHORIZATION TO TRANSFER MONEY FROM FREE CASH

To see if the Town will vote to transfer the sum of \$71.92 from Free Cash to offset a deficit balance in the FY20, 911 EMD Grant and furthermore, to see if the Town will vote to transfer the sum of \$167.16 from Free Cash to offset a deficit balance in the FY20 911 Training Grant. The total to be charged to Free Cash for this purpose is \$239.08, or to take any other action relative thereto.

TOWN ACCOUNTANT

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Summary: *The Commonwealth of Massachusetts routinely awards the Town of Groton grant money to be used for 911 Dispatch operations. These are reimbursable grants; the award is not forwarded to the Town until after the expense has been made. In regards to the grants noted above, the Commonwealth disallowed a small portion of the Town's reimbursement request after the vendors had been paid. These deficits must be cleared to close out these accounts for Fiscal Year 2021-year end.*

ARTICLE 26: AUTHORIZATION TO TRANSFER MONEY FROM FREE CASH:

To see if the Town will vote to transfer the sum of \$1,861.04 from Free Cash to offset a deficit balance in the Fire Details Agency Account, or to take any other action relative thereto.

TOWN ACCOUNTANT

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Summary: *The Town of Groton Firefighters routinely work private details when construction projects in Town involve blasting activities. These officers are compensated for their time through the Town's payroll, and the vendor requesting the detail is billed to recover those funds. Occasionally, one of these vendors is unable to pay for the service provided (for instance in the event of a business failure) and after attempts to work with that vendor prove unsuccessful, the receivable is judged uncollectible and must be written off.*

ARTICLE 27: DEBT SERVICE FOR SURRENDEN FARMS

To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum or sums of money, pursuant to Massachusetts General Laws, Chapter 44B, Section 5 for debt service for Fiscal Year 2022 for the Surrenden Farm Land Acquisition, as authorized under Article 1 of the April 24, 2006 Special Town Meeting, or to take any other action relative thereto.

COMMUNITY PRESERVATION COMMITTEE

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously
Community Preservation Committee: Recommended Unanimously

Summary: *This article appropriates the debt payments for the Surrenden Farm Land Purchase. Funding for this article will come from Community Preservation Funds. This is the final year for paying off the Debt. The anticipated debt service for Fiscal Year 2022 is \$204,150. To fund this \$145,000 would be paid from the Open Space Reserve and \$59,150 would be paid from the Unallocated Reserve.*

ARTICLE 28: ASSESSORS QUINQUENNIAL CERTIFICATION

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

BOARD OF ASSESSORS

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Summary: Assessors in every city and town are responsible for developing a Revaluation program to completely analyze and revalue all property within its borders every year. Revaluation annually, is required under Massachusetts law and is regulated by the Massachusetts Department of Revenue's Bureau of Local Assessment (BLA). The rationale for revaluation is to always maintain property at fair market or fair cash value to ensure equity for all classes of property. Every fifth year the Massachusetts Department of Revenue requires a full certification with BLA oversight. The Assessors are seeking \$29,200 to cover the cost for appraisal services of Real Property to be conducted by Vision Government Solutions.

ARTICLE 29: ESTABLISHING LIMITS FOR THE VARIOUS REVOLVING FUNDS

To see if the Town will vote, pursuant to the provisions of G.L. c. 44 sec 53E½ and the Revolving Fund Bylaw, to amend the Revolving Fund Bylaw to add or delete any revolving account and/or to set the FY 2022 spending limits for the various revolving funds as follows:

Program or Purpose	FY 2022 Spending Limit
Stormwater Management	\$20,000
Conservation Commission	\$50,000
Building Rental Fund	\$50,000
Affordable Housing Marketing	\$20,000
Home Recycling Equipment	\$10,000
Access for Persons with Disabilities	\$10,000
Boat Excise Tax Fund	\$ 5,000
Transfer Station Glass	\$10,000
Senior Center Fitness Equipment	\$10,000

or take any other action relative thereto.

TOWN MANAGER

Select Board: Recommended Unanimously
Finance Committee: Recommended Unanimously

Summary: *This Article sets the limit of annual spending for the various revolving funds authorized by previous Town Meeting vote and currently set forth in the Town's Bylaw for said purpose.*

ARTICLE 30: ACCEPT LAW INCREASING REAL ESTATE TAX EXEMPTIONS

To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 59, §5C1/2, inserted by Section 14 of Chapter 62 of the Acts of 2014, for the purpose of increasing the real estate tax exemptions by 100 percent to all persons who qualify for property tax exemptions under Clauses 17, 17C, 17C1/2, 17D, 22, 22A, 22B, 22C, 22D, 22E, 22F, 22G, 37, 37A, 41, 41B, 41C, 41C½, 42, 43, 56 or 57 of G.L. c. 59, §5, or to take any other action relative thereto.

BOARD OF ASSESSORS

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*

Summary: *This article is geared toward 70+ seniors, surviving spouses (widows/widowers), legally blind persons and veterans with service-connected disabilities. It would increase the exemption under state statute up to 100% of the exemption. These state exemption programs all have different eligibility requirements (inquire within the Assessor's office for specific eligibility requirements) in order to receive the specific exemption and are designed to help the neediest within our community to continue to remain in their homes by helping to relieve some of the property tax burden.*

ARTICLE 31: ACCEPT PROVISIONS OF M.G.L., CHAPTER 59, §5, CLAUSE 22F

To see if the Town will vote to accept the provisions of Massachusetts General Laws, Chapter 59, §5, clause 22F last paragraph, which, for clauses 22, 22A, 22B, 22C, 22D, 22E and 22F of section 5, allows the Town to reduce from five consecutive years to one year the residency requirement for, making certain veterans and their surviving spouses or parents, to be eligible for the property tax exemptions of said clauses 22 through 22F under Massachusetts General Laws, or to take any other action relative thereto.

BOARD OF ASSESSORS

Select Board: *Recommended Unanimously*
Finance Committee: *Recommended Unanimously*

Summary: *M.G.L.Ch. 59, s.5, clause Twenty-Second F, Last Paragraph. Notwithstanding this section, in any city or town which accepts this clause, the exemptions available pursuant to clauses Twenty-second, Twenty-second A, Twenty-second B, Twenty-second C, Twenty-second D, Twenty-second E and Twenty-second F may be granted to otherwise eligible persons who have resided in the commonwealth for 1 year prior to the date of filing for exemptions pursuant to the applicable clause.*

Hereof fail not and make return of your doings to the Town Clerk on or before time of said meeting.
Given under our hands this 12th Day of April in the year of our Lord Two Thousand Twenty-One.

Alison S. Manugian
Alison S. Manugian, Chair

Joshua A. Degen
Joshua A. Degen, Vice Chair

Rebecca H. Pine
Rebecca H. Pine, Clerk

John R. Giger
John R. Giger, Member

John F. Reilly
John F. Reilly, Member

OFFICERS RETURN
Groton, Middlesex

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

Constable

Date Duly Posted

BUDGET MESSAGE FROM THE TOWN MANAGER AND FINANCE COMMITTEE

TOWN OF GROTON FISCAL YEAR 2022

Pursuant to Article 6 "Finance and Fiscal Procedure", Section 6.4 "The Budget", of the Charter of the Town of Groton, Massachusetts, the Finance Committee, Select Board and Town Manager are pleased to submit for your consideration the Proposed Fiscal Year 2022 Operating Budget for the Town of Groton. Due to the COVID-19 Pandemic, the Town has had to take extraordinary action to provide a Balanced Budget to the 2021 Spring Town Meeting that continues to provide the same level of services with a Budget that has seen its revenues significantly impacted by the Pandemic. Receipts and Other Revenue Sources were reduced for Fiscal Year 2021, resulting in these revenues for Fiscal Year 2021 being budgeted below Fiscal Year 2020 by \$30,235. While it is expected that the Town will see a slight rebound and have increased them for Fiscal Year 2022, the Finance Committee, Select Board and Town Manager are concerned that if the COVID-19 Pandemic does not continue to improve, these increases may not materialize.

In accordance with the Groton Charter and the Town's Financial Policies, in October, 2020, the Finance Committee and Select Board issued the following guidance to the Town Manager prior to the development of the initial Proposed Operating Budget:

1. The Town Manager shall prepare a balanced budget for Fiscal Year 2022 with no proposed Override of Proposition 2½.
2. There shall be no increase in the Municipal Budget for Fiscal Year 2022.
3. It shall be level funded at the Fiscal Year 2021 level of \$15,175,486 without In-Levy Debt Service and \$15,521,525 including In-Levy Debt Service.
4. The Town Manager shall work with representatives of the Groton Dunstable Regional School District and Nashoba Valley Technical School District to balance the budget.
5. There shall be no new benefited positions proposed in the Fiscal Year 2022 Budget as the hiring freeze shall remain in effect.
6. Depending on how the budget is balanced, the Select Board and Finance Committee have acknowledged that Free Cash may have to be used to maintain services.

As stated above, the COVID-19 Pandemic has made the process of developing estimated revenues for Fiscal Year 2022 the most difficult the Town has faced. Based on sound financial policies and a complete review of revenues over the last ten years, the Finance Committee and Town Manager have developed the following estimated revenues for Fiscal Year 2022:

<u>Revenue Source</u>	<u>Budgeted FY 2021</u>	<u>Proposed FY 2022</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Property Tax**	\$ 32,985,370	\$ 34,074,005	\$ 1,088,635	3.30%
State Aid	\$ 950,546	\$ 1,002,840	\$ 52,294	5.50%
Local Receipts - Excluding Country Club	\$ 3,599,341	\$ 3,890,312	\$ 290,971	8.08%
Country Club Revenue	\$ 491,939	\$ 600,000	\$ 108,061	21.97%
Enterprise Fund Reimbursement for Benefits	\$ 256,264	\$ 271,148	\$ 14,884	5.81%
Free Cash	\$ 341,505	\$ 367,679	\$ 26,174	7.66%
Other Available Funds	\$ 300,000	\$ 300,000	\$ -	0.00%
TOTAL	\$ 38,924,965	\$ 40,505,984	\$ 1,581,019	4.06%

**Includes 2½ percent increase allowed by law and \$15 million in new growth.

In developing the level funded budget pursuant to the guidance, the Town Manager and Finance Team conducted a thorough review of all submitted budgets. The Town's Department Heads continue to do an amazing job creating and presenting their budgets. While some increases in the budget are considered discretionary, there are two line items in the budget that the Town had no choice but to fund. Due to the decision to provide full-time 24-hour coverage at the Fire Department, the Town added four (4) new Group 4 Employees. This has required the Pension Budget to increase by 14.11%, or \$294,966. Ordinarily, this budget increases by approximately 5.6% annually. Fiscal Year 2022 is the worst possible year to absorb such an increase, but the Town has no choice but to fund it at the required level. Health Insurance is another budget that requires the Town to fund at the required level. Based on a four (4%) percent increase in rates, this Budget has increased by \$83,064, or 4.82%. These two accounts alone have required an increase in spending of \$378,030. Therefore, in order to meet the Budget Guidance, this amount needed to be reduced from the Fiscal Year 2021 approved Budget.

In addition to the Pension and Health Insurance Budgets, there are some areas of the budget that the Finance Committee and Town Manager would like to call to your attention as you review the Proposed Fiscal Year 2022 Operating Budget. First, the Town has seven (7) Collective Bargaining Units. All Contracts were up for renegotiation in Fiscal Year 2022. In order to meet the Guidance and deal with the mandatory increases, the Town needed to level fund all salary and wage line items that would require tax revenues to fund. Over the last several years, the Town and the Unions have formed a strong partnership. The Unions have always worked cooperatively with the Town to meet the Town's financial challenges. This year was no different. All seven (7) Unions agreed to freeze their salaries in Fiscal Year 2022 in exchange for a one-time cash bonus of 1.5% that can be paid for from the Town's Excess and Deficiency Fund ("Free Cash"). This amounted to a transfer of \$98,611 from Free Cash to meet this obligation. The Finance Committee and Town Manager would like to take this opportunity to thank our employees and the individual Unions for their continued cooperation and willingness to work with the Town. Without this partnership and cooperation, balancing the Fiscal Year 2022 Budget would have been even more challenging.

Second, the Town experienced a significant increase in Excluded Debt in Fiscal Year 2021 as it was the first full year on the new DPW Facility and the Library Roof. For Fiscal Year 2022, Municipal Excluded Debt will increase from \$1,473,787 to \$1,541,752, an increase of \$67,965 or 4.6%. Excluded Debt from the Groton Dunstable Regional School District will decrease by \$163,071, or 25% from \$648,497 to \$485,426. Overall, Excluded Debt will decrease in Fiscal Year 2022 by \$95,106, or 4.5% from \$2,122,284 to \$2,027,178. In addition, the Town is continuing with its practice to stabilize debt service within the Levy Limit at approximately \$250,000 annually. In Fiscal Year 2022, the Town continues to follow the plan by using the Excess and Deficiency ("Free Cash") Account to pay down the Principal and Interest on the Police and Fire Radio Project with the intent of paying that off in FY 2025. Last year, the Budget called for a transfer from Free Cash of \$91,574 for this purpose and committed \$254,465 from taxation to cover non-excluded Debt Service. In Fiscal Year 2022, the Town will continue to use Free Cash for the Police and Fire Radio Project (\$91,974). The following chart shows a comparison between FY 2021 and FY 2022:

	<u>FY 2021</u>	<u>FY 2022</u>
Long Term Debt - Principal Non-Excluded	\$ 159,394	\$ 159,154
Long Term Debt - Interest Non-Excluded	\$ 95,071	\$ 88,007
Short Term Debt - Principal	\$ 85,174	\$ 85,174
Short Term Debt - Interest	\$ 6,400	\$ 6,800
Total	\$ 346,039	\$ 339,135
Less Free Cash Offset	\$ 91,574	\$ 91,974
Total Taxation for Debt Service	\$ 254,465	\$ 247,161

Third and final, the collaboration between the Town of Groton and the Groton Dunstable Regional School District continues to be strong. The relationship between the Finance Committee, Select Board, Town Manager and the Groton Dunstable Regional School District is one of strong collaboration and respect. This collaboration was very important in balancing the Fiscal Year 2022 Operating Budget. In an effort to assist both Groton and Dunstable in meeting budgetary challenges, for the third year in a row, the District School Committee voted to use their Excess and Deficiency Fund to offset increases in their operational assessment for Fiscal Year 2022. This has allowed the Town of Groton to fund the proposed Operating Assessment without either a further reduction in the Municipal Budget or an override of Proposition 2½. The proposed Operating Assessment from the Groton Dunstable Regional School District for Fiscal Year 2022 is \$23,481,350, an increase of \$1,460,755, or 6.63%.

With regard to the Nashoba Valley Regional Technical High School, the Town has been informed that the number of Groton students attending the School has increased from 38 to 46. This is a substantial increase that will require a significant increase in the Nashoba Tech Assessment. The proposed Assessment for Nashoba Tech is \$807,474, an increase of \$119,201, or 17.32%

Section 6-5 of the Groton Charter requires the Finance Committee to provide a report that details the differences between the Town Manager's Proposed Budget and their final Proposed Budget. The primary adjustments to the original budget submitted by the Town Manager were for collective bargaining (as discussed above), restoring funding for a Police Officer position in the Police Budget and

an increase in the Liability Insurance Budget to reflect a high number of claims over the past three years. The following Chart shows the differences between the budget received by the Finance Committee from the Town Manager on December 31, 2020 and the budget that will be proposed to the 2021 Spring Town Meeting:

<u>Line</u>	<u>Department/Description</u>	<u>Original Proposed</u>	<u>Committee Approved</u>
		\$ 226,111	\$ 227,220
1030	Town Manager Salaries	\$ 112,786	\$ 115,172
1031	Town Manager Wages	\$ 95,021	\$ 96,408
1050	Town Accountant Salaries	\$ 49,873	\$ 50,865
1051	Town Accountant Wages	\$ 78,581	\$ 80,000
1060	Board of Assessors Salaries	\$ 64,728	\$ 61,763
1061	Board of Assessors Wages	\$ 114,246	\$ 115,693
1071	Treasurer/Tax Collector Wages	\$ 81,598	\$ 82,822
1090	Human Resources Salary	\$ 113,491	\$ 115,193
1100	Information Technology Salary	\$ 61,095	\$ 62,317
1101	Information Technology Wages	\$ 89,510	\$ 90,853
1130	Town Clerk Salaries	\$ 63,982	\$ 65,205
1131	Town Clerk Wages	\$ 250,000	\$ 290,000
1160	Insurance & Bonding	\$ 68,454	\$ 69,481
1200	Conservation Commission Salary	\$ 82,774	\$ 84,016
1210	Planning Board Salaries	\$ 20,607	\$ 21,017
1220	Zoning Board of Appeals Wages	\$ 92,000	\$ 93,380
1240	Building Inspector Salaries	\$ 55,395	\$ 56,503
1241	Building Inspector Wages	\$ 265,916	\$ 269,791
1300	Police Department Salaries	\$ 1,891,089	\$ 1,981,381
1301	Police Department Wages	\$ 235,403	\$ 238,928
1310	Fire Department Salaries	\$ 988,064	\$ 997,893
1311	Fire Department Wages	\$ 408,978	\$ 423,552
1370	Police & Fire Communications Wages	\$ 828,273	\$ 807,474
1400	Nashoba Tech Operating Assessment	\$ 23,440,050	\$ 23,481,350
1410	GDRSD Operating Expenses	\$ 519,078	\$ 217,298
1414	GDRSD Capital Assessment	\$ 112,216	\$ 113,877
1500	Highway Department Salaries	\$ 636,449	\$ 656,364
1501	Highway Department Wages	\$ 147,363	\$ 149,751
1540	Municipal Buildings Wages	\$ 79,554	\$ 80,747
1600	Council on Aging Salaries	\$ 70,819	\$ 72,429
1601	Council on Aging Wages	\$ 52,091	\$ 52,530
1610	Senior Center Wages	\$ 408,050	\$ 412,593
1660	Library Salary	\$ 276,295	\$ 279,389
1661	Library Wages	\$ 159,524	\$ 162,214
1700	Groton Country Club Salary	\$ 1,850,268	\$ 1,805,544
3010	Employee Benefits Health Insurance		

The following is a breakdown of the Finance Committee's Proposed Fiscal Year 2022 Operating Budget by function:

<u>Category</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>Dollar Difference</u>	<u>Percentage Change</u>
General Government	\$ 2,197,833	\$ 2,153,410	\$ (44,423)	-2.02%
Land Use	\$ 448,055	\$ 452,856	\$ 4,801	1.07%
Protection of Persons and Property	\$ 4,395,632	\$ 4,362,268	\$ (33,364)	-0.76%
Department of Public Works	\$ 2,294,853	\$ 2,202,359	\$ (92,494)	-4.03%
Library and Citizen Services	\$ 1,695,650	\$ 1,660,560	\$ (35,090)	-2.07%
Sub-Total - Wages and Expenses	\$ 11,032,023	\$ 10,831,453	\$ (200,570)	-1.82%
Debt Service	\$ 1,819,826	\$ 1,880,887	\$ 61,061	3.36%
Employee Benefits	\$ 4,143,463	\$ 4,516,593	\$ 373,130	9.01%
Sub-Total - All Municipal	\$ 16,995,312	\$ 17,228,933	\$ 233,621	1.37%
Nashoba Tech	\$ 688,273	\$ 807,474	\$ 119,201	17.32%
Groton-Dunstable Operating	\$ 22,020,595	\$ 23,481,350	\$ 1,460,755	6.63%
Groton-Dunstable Excluded Debt	\$ 648,497	\$ 485,426	\$ (163,071)	-25.15%
Groton-Dunstable Debt	\$ 58,147	\$ 56,358	\$ (1,789)	-3.08%
Groton Dunstable Capital	\$ 265,172	\$ 217,298	\$ (47,874)	-18.05%
Sub-Total - Education	\$ 23,680,684	\$ 25,047,906	\$ 1,367,222	5.77%
Grand Total - Town Budget	\$ 40,675,996	\$ 42,276,839	\$ 1,600,843	3.94%

The total Fiscal Year 2022 Proposed Operating Budget, including Regional School Assessments and excluded debt, is \$42,276,839 or an increase of 3.94%. This proposed balanced budget is slightly under the anticipated FY 2022 Proposition 2½ Levy Limit. When you take into consideration the proposed Capital Budget, Enterprise Fund Budgets and additional appropriations raised on the recap sheet, the total proposed balanced budget is \$45,747,197. The Fiscal Year 2021 Tax Rate has been certified at \$17.60. Based on the Proposed Balanced Budget, the estimated Tax Rate in Fiscal Year 2022 is \$18.09, or an increase of \$0.49. In Fiscal Year 2021, the average Tax Bill in the Town of Groton (based on a home valued at \$507,000) is \$8,923. Under this proposed balanced budget, that same homeowner can expect a tax bill of \$9,172 or an increase of \$249. The following chart shows a comparison between FY 2021 and FY 2022:

	<u>Actual</u> <u>FY 2021</u>	<u>Proposed</u> <u>FY 2022</u>	<u>Dollar</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Levy Capacity Used*	\$ 32,727,034	\$ 34,074,005	\$ 1,346,971	4.12%
Tax Rate on Levy Capacity Used	\$ 16.53	\$ 17.07	\$ 0.54	3.27%
Average Tax Bill	\$ 8,381	\$ 8,654	\$ 274	3.27%
Excluded Debt	\$ 2,122,284	\$ 2,025,303	\$ (96,981)	-4.57%
Tax Rate on Excluded Debt	\$ 1.07	\$ 1.02	\$ (0.05)	-4.67%
Average Tax Bill	\$ 542	\$ 517	\$ (25)	-4.67%
Final Levy Used	\$ 34,849,318	\$ 36,099,308	\$ 1,249,990	3.59%
Final Tax Rate	\$ 17.60	\$ 18.09	\$ 0.49	2.78%
Average Tax Bill	\$ 8,923	\$ 9,172	\$ 249	2.80%

*The FY 2022 Levy Limit includes FY 2021 unexpended tax capacity of \$280,997 and \$15 million in New Growth.

The Town Manager and Finance Committee would like to take this opportunity to thank the Select Board, Town Accountant Patricia DuFresne, Town Treasurer/Collector Michael Hartnett, Assistant Treasurer/Collector Hannah Moller, Principal Assistant Assessor Megan Foster, Human Resources Director Melisa Doig, Executive Assistant Dawn Dunbar and all of the Departments, Boards, Committees and Commissions for their outstanding work and cooperation in assisting in the preparation of the Proposed Operating Budget. In addition, the outstanding support and cooperation by Superintendent Dr. Laura Chesson, Business Manager Sherry Kersey and the Groton Dunstable Regional School District Committee was extremely important in developing this budget.

The Finance Committee encourages the public to attend its meetings and contribute through asking questions, providing comments, and listening to others debate the many important financial issues before the Town today.

Respectfully submitted,

Mark W. Haddad

Groton Town Manager

Respectfully submitted,

Bud Robertson, Chair

Gary Green, Vice Chair

Colby Doody

Mary Linskey

David Manugian

Arthur Prest

Scott Whitefield

Town of Groton Finance Committee

**TOWN OF GROTON
FISCAL YEAR 2022
REVENUE ESTIMATES**

	BUDGETED FY 2021		ESTIMATED FY 2022		CHANGE
PROPERTY TAX REVENUE	\$ 32,985,370	\$	34,074,005	\$	1,088,634
DEBT EXCLUSIONS	\$ 2,070,421	\$	2,025,303	\$	(45,118)
CHERRY SHEET - STATE AID	\$ 950,546	\$	1,002,840	\$	52,294
UNEXPENDED TAX CAPACITY	\$ 280,997	\$	-	\$	(280,997)
LOCAL RECEIPTS:					
General Revenue:					
Motor Vehicle Excise Taxes	\$ 1,555,341	\$	1,665,312	\$	109,971
Meals Tax and Room Occupancy Tax	\$ 150,000	\$	250,000	\$	100,000
Penalties & Interest on Taxes	\$ 110,000	\$	120,000	\$	10,000
Payments in Lieu of Taxes	\$ 265,000	\$	265,000	\$	-
Other Charges for Services	\$ 82,000	\$	82,000	\$	-
Fees	\$ 300,000	\$	340,000	\$	40,000
Rentals	\$ 40,000	\$	28,000	\$	(12,000)
Library Revenues	\$ 12,000	\$	5,000	\$	(7,000)
Other Departmental Revenue	\$ 725,000	\$	775,000	\$	50,000
Licenses and Permits	\$ 300,000	\$	300,000	\$	-
Fines and Forfeits	\$ 20,000	\$	20,000	\$	-
Investment Income	\$ 40,000	\$	40,000	\$	-
Recreation Revenues	\$ 491,939	\$	600,000	\$	108,061
Miscellaneous Non-Recurring	\$ -	\$	-	\$	-
Sub-total - General Revenue	\$ 4,091,280	\$	4,490,312	\$	399,032
Other Revenue:					
Free Cash	\$ 297,090	\$	467,679	\$	170,589
Capital Stabilization Fund for GDRSD	\$ 265,172	\$	217,298	\$	(47,874)
Stabilization Fund for Tax Rate Relief	\$ -	\$	-	\$	-
Capital Asset Stabilization Fund	\$ 125,100	\$	475,000	\$	349,900
EMS/Conservation Fund Receipts Reserve	\$ 625,000	\$	300,000	\$	(325,000)
Community Preservation Funds	\$ -	\$	-	\$	-
Water Department Surplus	\$ -	\$	-	\$	-
Sewer Department Surplus	\$ -	\$	-	\$	-
Insurance Reimbursements	\$ -	\$	-	\$	-
Encumbrances	\$ -	\$	-	\$	-
Sub-total - Other Revenue	\$ 1,312,362	\$	1,459,977	\$	147,615
WATER DEPARTMENT ENTERPRISE	\$ 1,388,916	\$	1,404,564	\$	15,648
SEWER DEPARTMENT ENTERPRISE	\$ 763,301	\$	798,747	\$	35,446
LOCAL ACCESS CABLE ENTERPRISE	\$ 214,804	\$	215,905	\$	1,101
FOUR CORNER SEWER ENTERPRISE	\$ 32,805	\$	68,769	\$	35,964
STORMWATER UTILITY ENTERPRISE	\$ 188,800	\$	209,753	\$	20,953
TOTAL ESTIMATED REVENUE	\$ 44,090,804	\$	45,750,175	\$	1,659,372

**TOWN OF GROTON
FISCAL YEAR 2022
TAX LEVY CALCULATIONS**

FY 2022 PROPOSED EXPENDITURES

TOWN MANAGER - Proposed Budget			
General Government	\$	2,153,410	
Land Use Departments	\$	452,856	
Protection of Persons and Property	\$	4,362,268	
Regional School Districts	\$	25,047,906	
Department of Public Works	\$	2,202,359	
Library and Citizen Services	\$	1,660,560	
Debt Service	\$	1,880,887	
Employee Benefits	\$	4,516,593	
			\$ 42,276,839
Sub-Total - Operating Budget			\$ 42,276,839
A. TOTAL DEPARTMENTAL BUDGET REQUESTS			\$ 625,000
B. CAPITAL BUDGET REQUESTS			\$ 2,426,591
C. ENTERPRISE FUND REQUESTS			
D. COMMUNITY PRESERVATION REQUEST			
OTHER AMOUNTS TO BE RAISED			
1. Amounts certified for tax title purposes	\$	-	
2. Debt and interest charges not included	\$	-	
3. Final court judgments	\$	-	
4. Total Overlay deficits of prior years	\$	21,691	
5. Total cherry sheet offsets	\$	-	
6. Revenue deficits	\$	-	
7. Offset Receipts	\$	-	
8. Authorized deferral of Teachers' Pay	\$	100,000	
9. Snow and Ice deficit	\$	-	
10. Other	\$	-	
			\$ 121,691
E. TOTAL OTHER AMOUNTS TO BE RAISED			\$ 97,077
F. STATE AND COUNTY CHERRY SHEET CHARGES			\$ 200,000
G. ALLOWANCE FOR ABATEMENTS AND EXEMPTIONS			\$ 45,747,197
TOTAL PROPOSED EXPENDITURES			\$ 45,747,197
FY 2022 ESTIMATED RECEIPTS			
ESTIMATED TAX LEVY			
Levy Limit	\$	34,074,005	
Debt Exclusion	\$	2,025,303	
			\$ 36,099,308
A. ESTIMATED TAX LEVY			\$ 1,002,840
B. CHERRY SHEET ESTIMATED RECEIPTS			\$ 4,490,312
C. LOCAL RECEIPTS NOT ALLOCATED			\$ -
D. OFFSET RECEIPTS			\$ 2,697,739
E. ENTERPRISE FUNDS			\$ -
F. COMMUNITY PRESERVATION FUNDS			\$ 467,679
G. FREE CASH			
OTHER AVAILABLE FUNDS			
1. Stabilization Fund	\$	475,000	
2. Capital Asset Fund	\$	217,298	
3. GDRSD Capital Asset Fund	\$	300,000	
4. EMS/Conservation Fund	\$	-	
			\$ 992,298
H. OTHER AVAILABLE FUNDS			\$ 45,750,175
TOTAL ESTIMATED RECEIPTS			\$ 2,978
FY 2022 SURPLUS/(DEFICIT)			

APPENDIX A

TOWN OF GROTON FISCAL YEAR 2022

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
GENERAL GOVERNMENT								
MODERATOR								
1000	Salaries	\$ 65	\$ 65	\$ 65	65	0.00%	\$ 0.01	0.00%
1001	Expenses	\$ -	\$ 80	\$ 80	80	0.00%	\$ 0.02	0.00%
DEPARTMENTAL TOTAL		\$ 65	\$ 145	\$ 145	145	0.00%	\$ 0.03	0.00%
BOARD OF SELECTMEN								
1020	Salaries	\$ -	\$ -	\$ -	-	0.00%	\$ -	0.00%
1021	Wages	\$ -	\$ -	\$ -	-	0.00%	\$ -	0.00%
1022	Expenses	\$ 1,802	\$ 3,300	\$ 3,300	3,300	0.00%	\$ 0.70	0.01%
1023	Engineering/Consultant	\$ -	\$ -	\$ -	-	0.00%	\$ -	0.00%
1024	Minor Capital	\$ 25,633	\$ 25,683	\$ 25,683	25,683	0.00%	\$ 5.44	0.06%
DEPARTMENTAL TOTAL		\$ 27,435	\$ 28,983	\$ 28,983	28,983	0.00%	\$ 6.14	0.07%
TOWN MANAGER								
1030	Salaries	\$ 227,980	\$ 233,050	\$ 227,220	227,220	-2.50%	\$ 48.11	0.52%
1031	Wages	\$ 120,450	\$ 125,336	\$ 115,172	115,172	-8.11%	\$ 24.38	0.27%
1032	Expenses	\$ 9,784	\$ 14,600	\$ 14,600	14,600	0.00%	\$ 3.09	0.03%
1033	Engineering/Consultant	\$ -	\$ -	\$ -	-	0.00%	\$ -	0.00%
1034	Performance Evaluations	\$ -	\$ -	\$ -	-	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 358,214	\$ 372,986	\$ 356,992	356,992	-4.29%	\$ 75.58	0.82%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
FINANCE COMMITTEE								
1040	Expenses	\$ 210	\$ 215	\$ 215	\$ 215	0.00%	\$ 0.05	0.00%
1041	Reserve Fund	\$ 49,400	\$ 150,000	\$ 150,000	\$ 150,000	0.00%	\$ 31.76	0.35%
DEPARTMENTAL TOTAL		\$ 49,610	\$ 150,215	\$ 150,215	\$ 150,215	0.00%	\$ 31.80	0.35%
TOWN ACCOUNTANT								
1050	Salaries	\$ 95,155	\$ 97,083	\$ 96,408	\$ 96,408	-0.70%	\$ 20.41	0.22%
1051	Wages	\$ 47,776	\$ 49,627	\$ 50,865	\$ 50,865	2.49%	\$ 10.77	0.12%
1052	Expenses	\$ 41,815	\$ 37,595	\$ 37,706	\$ 37,706	0.30%	\$ 7.98	0.09%
DEPARTMENTAL TOTAL		\$ 184,746	\$ 184,305	\$ 184,979	\$ 184,979	0.37%	\$ 39.16	0.43%
BOARD OF ASSESSORS								
1060	Salaries	\$ 78,580	\$ 80,528	\$ 80,000	\$ 80,000	-0.66%	\$ 16.94	0.18%
1061	Wages	\$ 62,550	\$ 64,728	\$ 61,763	\$ 61,763	-4.58%	\$ 13.08	0.14%
1062	Expenses	\$ 20,743	\$ 45,858	\$ 45,215	\$ 45,215	-1.40%	\$ 9.57	0.10%
1063	Legal Expense	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 161,873	\$ 191,114	\$ 186,978	\$ 186,978	-2.16%	\$ 39.59	0.43%
TREASURER/TAX COLLECTOR								
1070	Salaries	\$ 88,286	\$ 93,975	\$ 85,000	\$ 85,000	-9.55%	\$ 18.00	0.20%
1071	Wages	\$ 112,007	\$ 119,037	\$ 115,693	\$ 115,693	-2.81%	\$ 24.49	0.27%
1072	Expenses	\$ 18,752	\$ 20,945	\$ 20,945	\$ 20,945	0.00%	\$ 4.43	0.05%
1073	Tax Title	\$ 2,048	\$ 5,725	\$ 5,725	\$ 5,725	0.00%	\$ 1.21	0.01%
1074	Bond Cost	\$ 2,550	\$ 4,900	\$ 3,300	\$ 3,300	-32.65%	\$ 0.70	0.01%
DEPARTMENTAL TOTAL		\$ 223,643	\$ 244,582	\$ 230,663	\$ 230,663	-5.69%	\$ 48.84	0.53%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
TOWN COUNSEL								
1080	Expenses	\$ 77,338	\$ 90,000	\$ 90,000	\$ 90,000	0.00%	\$ 19.06	0.21%
DEPARTMENTAL TOTAL		\$ 77,338	\$ 90,000	\$ 90,000	\$ 90,000	0.00%	\$ 19.06	0.21%
HUMAN RESOURCES								
1090	Salary	\$ 82,673	\$ 84,313	\$ 82,822	\$ 82,822	-1.77%	\$ 17.54	0.19%
1091	Expenses	\$ 9,547	\$ 11,000	\$ 10,000	\$ 10,000	-9.09%	\$ 2.12	0.02%
DEPARTMENTAL TOTAL		\$ 92,220	\$ 95,313	\$ 92,822	\$ 92,822	-2.61%	\$ 19.65	0.21%
INFORMATION TECHNOLOGY								
1100	Salary	\$ 114,722	\$ 117,004	\$ 115,193	\$ 115,193	-1.55%	\$ 24.39	0.27%
1101	Wages	\$ 59,031	\$ 61,095	\$ 62,317	\$ 62,317	2.00%	\$ 13.19	0.14%
1102	Expenses	\$ 20,552	\$ 24,800	\$ 22,800	\$ 22,800	-8.06%	\$ 4.83	0.05%
DEPARTMENTAL TOTAL		\$ 194,305	\$ 202,899	\$ 200,310	\$ 200,310	-1.28%	\$ 42.41	0.46%
GIS STEERING COMMITTEE								
1120	Expenses	\$ 14,675	\$ 10,800	\$ 10,800	\$ 10,800	0.00%	\$ 2.29	0.02%
DEPARTMENTAL TOTAL		\$ 14,675	\$ 10,800	\$ 10,800	\$ 10,800	0.00%	\$ 2.29	0.02%
TOWN CLERK								
1130	Salaries	\$ 88,080	\$ 92,073	\$ 90,853	\$ 90,853	-1.33%	\$ 19.24	0.21%
1131	Wages	\$ 61,051	\$ 67,751	\$ 65,205	\$ 65,205	-3.76%	\$ 13.81	0.15%
1132	Expenses	\$ 10,458	\$ 9,867	\$ 9,867	\$ 9,867	0.00%	\$ 2.09	0.02%
1135	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 159,589	\$ 169,691	\$ 165,925	\$ 165,925	-2.22%	\$ 35.13	0.38%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
ELECTIONS & BOARD OF REGISTRARS								
1140	Stipend	\$ 6,082	\$ 19,115	\$ 6,336	\$ 6,336	-66.85%	\$ 1.34	0.01%
1141	Expenses	\$ 8,692	\$ 22,185	\$ 7,912	\$ 7,912	-64.34%	\$ 1.68	0.02%
1142	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 14,774	\$ 41,300	\$ 14,248	\$ 14,248	-65.50%	\$ 3.02	0.03%
STREET LISTINGS								
1150	Expenses	\$ 3,900	\$ 5,000	\$ 4,850	\$ 4,850	-3.00%	\$ 1.03	0.01%
DEPARTMENTAL TOTAL		\$ 3,900	\$ 5,000	\$ 4,850	\$ 4,850	-3.00%	\$ 1.03	0.01%
INSURANCE & BONDING								
1160	Insurance & Bonding	\$ 226,650	\$ 250,000	\$ 290,000	\$ 290,000	16.00%	\$ 61.40	0.67%
1161	Insurance Deductible Reserve - Liability	\$ 3,220	\$ 12,000	\$ 12,000	\$ 12,000	0.00%	\$ 2.54	0.03%
1162	Insurance Deductible Reserve - 111F	\$ 6,416	\$ 25,000	\$ 25,000	\$ 25,000	0.00%	\$ 5.29	0.06%
DEPARTMENTAL TOTAL		\$ 236,286	\$ 287,000	\$ 327,000	\$ 327,000	13.94%	\$ 69.23	0.75%
TOWN REPORT								
1170	Expenses	\$ 1,464	\$ 1,500	\$ 1,500	\$ 1,500	0.00%	\$ 0.32	0.00%
DEPARTMENTAL TOTAL		\$ 1,464	\$ 1,500	\$ 1,500	\$ 1,500	0.00%	\$ 0.32	0.00%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
POSTAGE/TOWN HALL EXPENSES								
1180	Expenses	\$ 44,276	\$ 70,000	\$ 60,000	\$ 60,000	-14.29%	\$ 12.70	0.14%
1181	Telephone Expenses	\$ 25,244	\$ 35,000	\$ 30,000	\$ 30,000	-14.29%	\$ 6.35	0.07%
1182	Office Supplies	\$ 12,048	\$ 17,000	\$ 17,000	\$ 17,000	0.00%	\$ 3.60	0.04%
DEPARTMENTAL TOTAL		\$ 81,568	\$ 122,000	\$ 107,000	\$ 107,000	-12.30%	\$ 22.65	0.25%
TOTAL GENERAL GOVERNMENT		\$ 1,881,705	\$ 2,197,833	\$ 2,153,410	\$ 2,153,410	-2.02%	\$ 455.93	4.97%

LAND USE DEPARTMENTS

CONSERVATION COMMISSION

1200	Salary	\$ 66,686	\$ 71,545	\$ 69,481	\$ 69,481	-2.88%	\$ 14.71	0.16%
1201	Wages	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1202	Expenses	\$ 8,556	\$ 7,350	\$ 7,350	\$ 7,350	0.00%	\$ 1.56	0.02%
1203	Engineering & Legal	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1204	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 75,242	\$ 78,895	\$ 76,831	\$ 76,831	-2.62%	\$ 16.27	0.18%

PLANNING BOARD

1210	Salaries	\$ 83,043	\$ 85,518	\$ 84,016	\$ 84,016	-1.76%	\$ 17.79	0.19%
1211	Wages	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1212	Expenses	\$ 11,159	\$ 8,650	\$ 8,650	\$ 8,650	0.00%	\$ 1.83	0.02%
1215	M.R.P.C. Assessment	\$ 3,664	\$ 3,756	\$ 3,850	\$ 3,850	2.50%	\$ 0.82	0.01%
1216	Legal Budget	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 97,866	\$ 97,924	\$ 96,516	\$ 96,516	-1.44%	\$ 20.43	0.22%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
ZONING BOARD OF APPEALS								
1220	Wages	\$ 20,798	\$ 21,375	\$ 21,017	\$ 21,017	-1.67%	\$ 4.45	0.05%
1221	Expenses	\$ 920	\$ 1,500	\$ 1,500	\$ 1,500	0.00%	\$ 0.32	0.00%
DEPARTMENTAL TOTAL		\$ 21,718	\$ 22,875	\$ 22,517	\$ 22,517	-1.57%	\$ 4.77	0.05%
HISTORIC DISTRICT COMMISSION								
1230	Wages	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1231	Expenses	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
BUILDING INSPECTOR								
1240	Salaries	\$ 115,869	\$ 93,975	\$ 93,380	\$ 93,380	-0.63%	\$ 19.77	0.22%
1241	Wages	\$ 52,486	\$ 56,970	\$ 56,503	\$ 56,503	-0.82%	\$ 11.96	0.13%
1242	Expenses	\$ 936	\$ 3,100	\$ 3,500	\$ 3,500	12.90%	\$ 0.74	0.01%
1243	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 169,291	\$ 154,045	\$ 153,383	\$ 153,383	-0.43%	\$ 32.47	0.35%
MECHANICAL INSPECTOR								
1250	Fee Salaries	\$ 28,890	\$ 30,000	\$ 30,000	\$ 30,000	0.00%	\$ 6.35	0.07%
1251	Expenses	\$ 3,207	\$ 5,000	\$ 4,000	\$ 4,000	-20.00%	\$ 0.85	0.01%
DEPARTMENTAL TOTAL		\$ 32,097	\$ 35,000	\$ 34,000	\$ 34,000	-2.86%	\$ 7.20	0.08%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
EARTH REMOVAL INSPECTOR								
1260	Stipend	\$ 1,500	\$ 2,500	\$ 2,500	\$ 2,500	0.00%	\$ 0.53	0.01%
1261	Expenses	\$ -	\$ 100	\$ 100	\$ 100	0.00%	\$ 0.02	0.00%
1262	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 1,500	\$ 2,600	\$ 2,600	\$ 2,600	0.00%	\$ 0.55	0.01%
BOARD OF HEALTH								
1270	Wages	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1271	Expenses	\$ 465	\$ 1,575	\$ 1,575	\$ 1,575	0.00%	\$ 0.33	0.00%
1272	Nursing Services	\$ -	\$ 13,111	\$ 13,767	\$ 13,767	5.00%	\$ 2.91	0.03%
1273	Nashoba Health District	\$ 47,849	\$ 28,730	\$ 30,167	\$ 30,167	5.00%	\$ 6.39	0.07%
1274	Herbert Lipton MH	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	0.00%	\$ 1.69	0.02%
1275	Eng/Consult/Landfill Monitoring	\$ 6,713	\$ 10,000	\$ 10,200	\$ 10,200	2.00%	\$ 2.16	0.02%
DEPARTMENTAL TOTAL		\$ 63,026	\$ 53,416	\$ 63,709	\$ 63,709	19.27%	\$ 13.49	0.15%
SEALER OF WEIGHTS & MEASURES								
1280	Fee Salaries	\$ 2,260	\$ 3,200	\$ 3,200	\$ 3,200	0.00%	\$ 0.68	0.01%
1281	Expenses	\$ -	\$ 100	\$ 100	\$ 100	0.00%	\$ 0.02	0.00%
DEPARTMENTAL TOTAL		\$ 2,260	\$ 3,300	\$ 3,300	\$ 3,300	0.00%	\$ 0.70	0.01%
TOTAL LAND USE DEPARTMENTS		\$ 463,000	\$ 448,055	\$ 452,856	\$ 452,856	1.07%	\$ 95.88	1.05%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
PROTECTION OF PERSONS AND PROPERTY								
POLICE DEPARTMENT								
1300	Salaries	\$ 343,223	\$ 268,334	\$ 269,791	\$ 269,791	0.54%	\$ 57.12	0.62%
1301	Wages	\$ 1,833,948	\$ 1,968,864	\$ 1,981,381	\$ 1,981,381	0.64%	\$ 419.51	4.57%
1302	Expenses	\$ 142,069	\$ 217,200	\$ 212,200	\$ 212,200	-2.30%	\$ 44.93	0.49%
1303	Lease or Purchase of Cruisers	\$ 3,960	\$ 4,920	\$ 5,000	\$ 5,000	1.63%	\$ 1.06	0.01%
1304	PS Building (Expenses)	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1305	Minor Capital	\$ 7,150	\$ 20,000	\$ 11,000	\$ 11,000	-45.00%	\$ 2.33	0.03%
DEPARTMENTAL TOTAL		\$ 2,330,350	\$ 2,479,318	\$ 2,479,372	\$ 2,479,372	0.00%	\$ 524.94	5.72%
FIRE DEPARTMENT								
1310	Salaries	\$ 184,836	\$ 235,000	\$ 238,928	\$ 238,928	1.67%	\$ 50.59	0.55%
1311	Wages	\$ 903,135	\$ 999,244	\$ 997,893	\$ 997,893	-0.14%	\$ 211.28	2.30%
1312	Expenses	\$ 168,346	\$ 200,905	\$ 161,682	\$ 161,682	-19.52%	\$ 34.23	0.37%
DEPARTMENTAL TOTAL		\$ 1,256,317	\$ 1,435,149	\$ 1,398,503	\$ 1,398,503	-2.55%	\$ 296.10	3.23%
GROTON WATER FIRE PROTECTION								
1320	West Groton Water District	\$ -	\$ 1	\$ 1	\$ 1	0.00%	\$ 0.00	0.00%
1321	Groton Water Department	\$ -	\$ 1	\$ 1	\$ 1	0.00%	\$ 0.00	0.00%
DEPARTMENTAL TOTAL		\$ -	\$ 2	\$ 2	\$ 2	0.00%	\$ 0.00	0.00%
ANIMAL INSPECTOR								
1330	Salary	\$ 2,082	\$ 2,082	\$ 2,082	\$ 2,082	0.00%	\$ 0.44	0.00%
1331	Expenses	\$ -	\$ 400	\$ 400	\$ 400	0.00%	\$ 0.08	0.00%
DEPARTMENTAL TOTAL		\$ 2,082	\$ 2,482	\$ 2,482	\$ 2,482	0.00%	\$ 0.53	0.01%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
ANIMAL CONTROL OFFICER								
1340	Salary	\$ 2,082	\$ 2,082	\$ 2,082	\$ 2,082	0.00%	\$ 0.44	0.00%
1341	Expenses	\$ -	\$ 400	\$ 400	\$ 400	0.00%	\$ 0.08	0.00%
DEPARTMENTAL TOTAL		\$ 2,082	\$ 2,482	\$ 2,482	\$ 2,482	0.00%	\$ 0.53	0.01%
EMERGENCY MANAGEMENT AGENCY								
1350	Salary	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	0.00%	\$ 0.85	0.01%
1351	Expenses	\$ 6,068	\$ 12,500	\$ 10,000	\$ 10,000	-20.00%	\$ 2.12	0.02%
1352	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 10,068	\$ 16,500	\$ 14,000	\$ 14,000	-15.15%	\$ 2.96	0.03%
DOG OFFICER								
1360	Salary	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	0.00%	\$ 3.18	0.03%
1361	Expenses	\$ 2,597	\$ 4,000	\$ 3,000	\$ 3,000	-25.00%	\$ 0.64	0.01%
DEPARTMENTAL TOTAL		\$ 17,597	\$ 19,000	\$ 18,000	\$ 18,000	-5.26%	\$ 3.81	0.04%
POLICE & FIRE COMMUNICATIONS								
1370	Wages	\$ 337,559	\$ 416,824	\$ 423,552	\$ 423,552	1.61%	\$ 89.68	0.98%
1371	Expenses	\$ 2,706	\$ 23,875	\$ 23,875	\$ 23,875	0.00%	\$ 5.05	0.06%
1372	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 340,265	\$ 440,699	\$ 447,427	\$ 447,427	1.53%	\$ 94.73	1.03%
TOTAL PROTECTION OF PERSONS AND PROPERTY		\$ 3,958,761	\$ 4,395,632	\$ 4,362,268	\$ 4,362,268	-0.76%	\$ 923.60	10.07%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
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REGIONAL SCHOOL DISTRICT BUDGETS

NASHOBA VALLEY REGIONAL TECHNICAL HIGH SCHOOL

1400 Operating Expenses	\$	728,802	\$ 688,273	\$ 807,474	\$ 807,474	17.32%	\$ 170.96	1.86%
DEPARTMENTAL TOTAL	\$	728,802	\$ 688,273	\$ 807,474	\$ 807,474	17.32%	\$ 170.96	1.86%

GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

1410 Operating Expenses	\$	22,063,256	\$ 22,020,595	\$ 23,481,350	\$ 23,481,350	6.63%	\$ 4,971.56	54.20%
1411 Debt Service, Excluded	\$	-	\$ 648,497	\$ 485,426	\$ 485,426	-25.15%	\$ 102.78	1.12%
1412 Debt Service, Unexcluded	\$	-	\$ 58,147	\$ 56,358	\$ 56,358	-3.08%	\$ 11.93	0.13%
1413 Out of District Placement	\$	-	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1414 Capital Assessment	\$	459,647	\$ 265,172	\$ 217,298	\$ 217,298	-18.05%	\$ 46.01	0.50%
DEPARTMENTAL TOTAL	\$	22,522,903	\$ 22,992,411	\$ 24,240,432	\$ 24,240,432	5.43%	\$ 5,132.27	55.96%
TOTAL SCHOOLS	\$	23,251,705	\$ 23,680,684	\$ 25,047,906	\$ 25,047,906	5.77%	\$ 5,303.24	57.82%

DEPARTMENT OF PUBLIC WORKS

HIGHWAY DEPARTMENT

1500 Salaries	\$	112,891	\$ 115,659	\$ 113,877	\$ 113,877	-1.54%	\$ 24.11	0.26%
1501 Wages	\$	684,021	\$ 708,055	\$ 656,364	\$ 656,364	-7.30%	\$ 138.97	1.52%
1502 Expenses	\$	132,550	\$ 136,900	\$ 136,900	\$ 136,900	0.00%	\$ 28.98	0.32%
1503 Highway Maintenance	\$	56,304	\$ 90,000	\$ 90,000	\$ 90,000	0.00%	\$ 19.06	0.21%
1504 Minor Capital	\$	-	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL	\$	985,766	\$ 1,050,614	\$ 997,141	\$ 997,141	-5.09%	\$ 211.12	2.30%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
STREET LIGHTS								
1510	Expenses	\$ 12,165	\$ 15,000	\$ 15,000	\$ 15,000	0.00%	\$ 3.18	0.03%
DEPARTMENTAL TOTAL		\$ 12,165	\$ 15,000	\$ 15,000	\$ 15,000	0.00%	\$ 3.18	0.03%
SNOW AND ICE								
1520	Expenses	\$ 148,927	\$ 165,000	\$ 165,000	\$ 165,000	0.00%	\$ 34.93	0.38%
1521	Overtime	\$ 220,790	\$ 140,000	\$ 140,000	\$ 140,000	0.00%	\$ 29.64	0.32%
1522	Hired Equipment	\$ 75,071	\$ 35,000	\$ 35,000	\$ 35,000	0.00%	\$ 7.41	0.08%
DEPARTMENTAL TOTAL		\$ 444,788	\$ 340,000	\$ 340,000	\$ 340,000	0.00%	\$ 71.99	0.78%
TREE WARDEN BUDGET								
1530	Salary	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1531	Expenses	\$ 374	\$ 3,000	\$ 3,000	\$ 3,000	0.00%	\$ 0.64	0.01%
1532	Trees	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	0.00%	\$ 0.32	0.00%
1533	Tree Work	\$ 11,500	\$ 10,000	\$ 10,000	\$ 10,000	0.00%	\$ 2.12	0.02%
DEPARTMENTAL TOTAL		\$ 11,874	\$ 14,500	\$ 14,500	\$ 14,500	0.00%	\$ 3.07	0.03%
MUNICIPAL BUILDING AND PROPERTY MAINTENANCE								
1540	Wages	\$ 144,189	\$ 149,451	\$ 149,751	\$ 149,751	0.20%	\$ 31.71	0.35%
1541	Expenses	\$ 256,829	\$ 270,950	\$ 270,950	\$ 270,950	0.00%	\$ 57.37	0.63%
1542	Minor Capital	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	-50.00%	\$ 2.12	0.02%
DEPARTMENTAL TOTAL		\$ 421,018	\$ 440,401	\$ 430,701	\$ 430,701	-2.20%	\$ 91.19	0.99%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
SOLID WASTE DISPOSAL								
1550	Wages	\$ 134,303	\$ 143,243	\$ 142,722	\$ 142,722	-0.36%	\$ 30.22	0.33%
1551	Expenses	\$ 38,726	\$ 44,486	\$ 45,686	\$ 45,686	2.70%	\$ 9.67	0.11%
1552	Tipping Fees	\$ 135,159	\$ 175,000	\$ 150,000	\$ 150,000	-14.29%	\$ 31.76	0.35%
1553	North Central SW Coop	\$ 5,850	\$ 5,850	\$ 5,850	\$ 5,850	0.00%	\$ 1.24	0.01%
1554	Minor Capital	\$ 4,500	\$ 10,000	\$ 5,000	\$ 5,000	-50.00%	\$ 1.06	0.01%
DEPARTMENTAL TOTAL		\$ 318,538	\$ 378,579	\$ 349,258	\$ 349,258	-7.75%	\$ 73.95	0.81%
PARKS DEPARTMENT								
1560	Wages	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1561	Expenses	\$ 30,452	\$ 55,759	\$ 55,759	\$ 55,759	0.00%	\$ 11.81	0.13%
DEPARTMENTAL TOTAL		\$ 30,452	\$ 55,759	\$ 55,759	\$ 55,759	0.00%	\$ 11.81	0.13%
TOTAL DEPARTMENT OF PUBLIC WORKS		\$ 2,224,601	\$ 2,294,853	\$ 2,202,359	\$ 2,202,359	-4.03%	\$ 466.29	5.08%
LIBRARY AND CITIZEN'S SERVICES								
COUNCIL ON AGING								
1600	Salaries	\$ 77,802	\$ 81,868	\$ 80,747	\$ 80,747	-1.37%	\$ 17.10	0.19%
1601	Wages	\$ 67,975	\$ 81,026	\$ 72,429	\$ 72,429	-10.61%	\$ 15.33	0.17%
1602	Expenses	\$ 5,701	\$ 8,454	\$ 8,454	\$ 8,454	0.00%	\$ 1.79	0.02%
1603	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 151,478	\$ 171,348	\$ 161,630	\$ 161,630	-5.67%	\$ 34.22	0.37%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
SENIOR CENTER VAN								
1610	Wages	\$ 43,631	\$ 52,091	\$ 52,530	\$ 52,530	0.84%	\$ 11.12	0.12%
1611	Expenses	\$ 6,723	\$ 17,673	\$ 12,673	\$ 12,673	-28.29%	\$ 2.68	0.03%
DEPARTMENTAL TOTAL		\$ 50,354	\$ 69,764	\$ 65,203	\$ 65,203	-6.54%	\$ 13.80	0.15%
VETERAN'S SERVICE OFFICER								
1620	Salary	\$ 4,615	\$ 5,000	\$ 6,000	\$ 6,000	20.00%	\$ 1.27	0.01%
1621	Expenses	\$ 69	\$ 1,100	\$ 1,100	\$ 1,100	0.00%	\$ 0.23	0.00%
1622	Veterans' Benefits	\$ 38,137	\$ 42,000	\$ 37,000	\$ 37,000	-11.90%	\$ 7.83	0.09%
1623	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENT TOTAL		\$ 42,821	\$ 48,100	\$ 44,100	\$ 44,100	-8.32%	\$ 9.34	0.10%
GRAVES REGISTRATION								
1630	Salary/Stipend	\$ 250	\$ 250	\$ 250	\$ 250	0.00%	\$ 0.05	0.00%
1631	Expenses	\$ 760	\$ 760	\$ 760	\$ 760	0.00%	\$ 0.16	0.00%
DEPARTMENTAL TOTAL		\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	0.00%	\$ 0.21	0.00%
CARE OF VETERAN GRAVES								
1640	Contract Expenses	\$ -	\$ 1,550	\$ 1,500	\$ 1,500	-3.23%	\$ 0.32	0.00%
DEPARTMENTAL TOTAL		\$ -	\$ 1,550	\$ 1,500	\$ 1,500	-3.23%	\$ 0.32	0.00%
OLD BURYING GROUND COMMITTEE								
1650	Expenses	\$ -	\$ 800	\$ 800	\$ 800	0.00%	\$ 0.17	0.00%
DEPARTMENTAL TOTAL		\$ -	\$ 800	\$ 800	\$ 800	0.00%	\$ 0.17	0.00%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
LIBRARY								
1660	Salary	\$ 396,760	\$ 407,364	\$ 412,593	\$ 412,593	1.28%	\$ 87.36	0.95%
1661	Wages	\$ 275,513	\$ 331,959	\$ 279,389	\$ 279,389	-15.84%	\$ 59.15	0.64%
1662	Expenses	\$ 153,507	\$ 205,304	\$ 205,304	\$ 205,304	0.00%	\$ 43.47	0.47%
1663	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 825,780	\$ 944,627	\$ 897,286	\$ 897,286	-5.01%	\$ 189.98	2.07%
COMMEMORATIONS & CELEBRATIONS								
1670	Expenses	\$ -	\$ 500	\$ 500	\$ 500	0.00%	\$ 0.11	0.00%
1671	Fireworks	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ -	\$ 500	\$ 500	\$ 500	0.00%	\$ 0.11	0.00%
WATER SAFETY								
1680	Wages	\$ 1,900	\$ 4,200	\$ 4,200	\$ 4,200	0.00%	\$ 0.89	0.01%
1681	Expenses and Minor Capital	\$ 17,520	\$ 2,732	\$ 2,732	\$ 2,732	0.00%	\$ 0.58	0.01%
1682	Property Maint. & Improvements	\$ -	\$ 9,000	\$ 9,000	\$ 9,000	0.00%	\$ 1.91	0.02%
DEPARTMENTAL TOTAL		\$ 19,420	\$ 15,932	\$ 15,932	\$ 15,932	0.00%	\$ 3.37	0.04%
WEED MANAGEMENT								
1690	Wages	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
1691	Expenses: Weed Harvester	\$ 2,497	\$ 22,000	\$ 22,000	\$ 22,000	0.00%	\$ 4.66	0.05%
1692	Expenses: Great Lakes	\$ -	\$ 2,385	\$ 2,385	\$ 2,385	0.00%	\$ 0.50	0.01%
DEPARTMENTAL TOTAL		\$ 2,497	\$ 24,385	\$ 24,385	\$ 24,385	0.00%	\$ 5.16	0.06%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
GROTON COUNTRY CLUB								
1700	Salary	\$ 157,092	\$ 161,634	\$ 162,214	\$ 162,214	0.36%	\$ 34.34	0.37%
1701	Wages	\$ 119,626	\$ 129,000	\$ 150,000	\$ 150,000	16.28%	\$ 31.76	0.35%
1702	Expenses	\$ 150,837	\$ 127,000	\$ 136,000	\$ 136,000	7.09%	\$ 28.79	0.31%
1703	Minor Capital	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
DEPARTMENTAL TOTAL		\$ 427,555	\$ 417,634	\$ 448,214	\$ 448,214	7.32%	\$ 94.90	1.03%
TOTAL LIBRARY AND CITIZEN SERVICES		\$ 1,520,915	\$ 1,695,650	\$ 1,660,560	\$ 1,660,560	-2.07%	\$ 351.58	3.83%
DEBT SERVICE								
DEBT SERVICE								
2000	Long Term Debt - Principal Excluded	\$ 1,054,090	\$ 970,030	\$ 1,070,000	\$ 1,070,000	10.31%	\$ 226.54	2.47%
2001	Long Term Debt - Principal Non-Exclud	\$ -	\$ 159,394	\$ 159,154	\$ 159,154	-0.15%	\$ 33.70	0.37%
2002	Long Term Debt - Interest - Excluded	\$ 454,453	\$ 503,757	\$ 471,752	\$ 471,752	-6.35%	\$ 99.88	1.09%
2003	Long Term Debt - Interest - Non-Exclud	\$ -	\$ 95,071	\$ 88,007	\$ 88,007	-7.43%	\$ 18.63	0.20%
2006	Short Term Debt - Principal - Town	\$ -	\$ 85,174	\$ 85,174	\$ 85,174	0.00%	\$ 18.03	0.20%
2007	Short Term Debt - Interest - Town	\$ 95,648	\$ 6,400	\$ 6,800	\$ 6,800	6.25%	\$ 1.44	0.02%
DEPARTMENTAL TOTAL		\$ 1,604,191	\$ 1,819,826	\$ 1,880,887	\$ 1,880,887	3.36%	\$ 398.23	4.34%
TOTAL DEBT SERVICE		\$ 1,604,191	\$ 1,819,826	\$ 1,880,887	\$ 1,880,887	3.36%	\$ 398.23	4.34%
EMPLOYEE BENEFITS								
EMPLOYEE BENEFITS								
GENERAL BENEFITS								
3000	County Retirement	\$ 1,973,053	\$ 2,090,289	\$ 2,385,255	\$ 2,385,255	14.11%	\$ 505.02	5.51%
3001	State Retirement	\$ 169,000	\$ 177,094	\$ 177,094	\$ 177,094	0.00%	\$ 37.50	0.41%
3002	Unemployment Compensation	\$ 1,960	\$ 15,000	\$ 10,000	\$ 10,000	-33.33%	\$ 2.12	0.02%
INSURANCE								
3010	Health Insurance/Employee Expenses	\$ 1,578,803	\$ 1,722,480	\$ 1,805,544	\$ 1,805,544	4.82%	\$ 382.28	4.17%
3011	Life Insurance	\$ 3,629	\$ 3,600	\$ 3,700	\$ 3,700	2.78%	\$ 0.78	0.01%
3012	Medicare/Social Security	\$ 130,034	\$ 135,000	\$ 135,000	\$ 135,000	0.00%	\$ 28.58	0.31%
DEPARTMENTAL TOTAL		\$ 3,856,479	\$ 4,143,463	\$ 4,516,593	\$ 4,516,593	9.01%	\$ 956.27	10.43%
TOTAL EMPLOYEE BENEFITS		\$ 3,856,479	\$ 4,143,463	\$ 4,516,593	\$ 4,516,593	9.01%	\$ 956.27	10.43%

LINE	DEPARTMENT/DESCRIPTION	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 TOWN MANAGER BUDGET	FY 2022 FINCOM BUDGET	PERCENT CHANGE	FY 2022 AVERAGE TAX BILL	FY 2022 PERCENT OF TAX BILL
ADDITIONAL APPROPRIATIONS								
ADDITIONAL APPROPRIATIONS								
	Capital Budget Request	\$ 705,820	\$ 450,100	\$ 625,000	\$ 625,000	38.86%	\$ 132.33	1.44%
	Offset Reciepts	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
	Cherry Sheet Offsets	\$ 18,527	\$ 18,527	\$ 21,691	\$ 21,691	17.08%	\$ 4.59	0.05%
	Snow and Ice Deficit	\$ -	\$ 103,816	\$ 100,000	\$ 100,000	-3.68%	\$ 21.17	0.23%
	State and County Charges	\$ 93,392	\$ 93,392	\$ 97,077	\$ 97,077	3.95%	\$ 20.55	0.22%
	Allowance for Abatements/Exemptions	\$ 202,272	\$ 150,000	\$ 200,000	\$ 200,000	33.33%	\$ 42.34	0.46%
	DEPARTMENTAL TOTAL	\$ 1,020,011	\$ 815,835	\$ 1,043,768	\$ 1,043,768	27.94%	\$ 220.99	2.41%
	GRAND TOTAL - TOWN BUDGET	\$ 39,781,368	\$ 41,491,831	\$ 43,320,607	\$ 43,320,607	4.41%	\$ 9,172	100.00%

FY 2022 ENTERPRISE FUND BUDGETS

LINE	DEPARTMENT/DESCRIPTION	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 APPROPRIATED	FY 2022 DEPARTMENT REQUEST	FY 2022 TOWN MANAGER BUDGET	PERCENT CHANGE
WATER DEPARTMENT								
	WD Salaries	\$ 122,759	\$ 134,036	\$ 145,271	\$ 154,549	\$ 154,449	\$ 154,449	-0.06%
	WD Wages	\$ 193,076	\$ 246,235	\$ 167,539	\$ 176,927	\$ 179,675	\$ 179,675	1.55%
	WD Expenses	\$ 510,616	\$ 526,539	\$ 547,269	\$ 655,300	\$ 668,300	\$ 668,300	1.98%
	WD Debt Service	\$ 398,045	\$ 362,548	\$ 402,140	\$ 402,140	\$ 402,140	\$ 402,140	0.00%
100	DEPARTMENTAL TOTAL	\$ 1,224,496	\$ 1,269,358	\$ 1,262,219	\$ 1,388,916	\$ 1,404,564	\$ 1,404,564	1.13%
SEWER DEPARTMENT								
	Sewer Salaries	\$ 18,200	\$ 19,212	\$ 19,440	\$ 20,179	\$ 20,583	\$ 20,583	2.00%
	Sewer Wages	\$ 39,119	\$ 37,432	\$ 36,540	\$ 50,695	\$ 51,709	\$ 51,709	2.00%
	Sewer Expense	\$ 595,119	\$ 642,205	\$ 633,821	\$ 656,032	\$ 691,295	\$ 691,295	5.38%
	Sewer Debt Service	\$ 4,050	\$ 5,873	\$ 38,338	\$ 36,395	\$ 35,160	\$ 35,160	-3.39%
200	DEPARTMENTAL TOTAL	\$ 656,488	\$ 704,722	\$ 728,139	\$ 763,301	\$ 798,747	\$ 798,747	4.64%
FOUR CORNERS SEWER DEPARTMENT								
	Four Corners Sewer Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
	Four Corners Sewer Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
	Four Corners Sewer Expense	\$ -	\$ 22,466	\$ 20,619	\$ 32,805	\$ 68,769	\$ 68,769	109.63%
	Four Corners Sewer Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
300	DEPARTMENTAL TOTAL	\$ -	\$ 22,466	\$ 20,619	\$ 32,805	\$ 68,769	\$ 68,769	109.63%
LOCAL ACCESS CABLE DEPARTMENT								
	Cable Salaries	\$ 70,921	\$ 74,004	\$ 77,180	\$ 78,695	\$ 77,941	\$ 77,941	-0.96%
	Cable Wages	\$ 50,079	\$ 51,556	\$ 53,999	\$ 56,454	\$ 57,575	\$ 57,575	1.99%
	Cable Expenses	\$ 64,174	\$ 64,552	\$ 61,355	\$ 74,655	\$ 75,389	\$ 75,389	0.98%
	Cable Minor Capital	\$ 6,462	\$ 5,091	\$ 803	\$ 5,000	\$ 5,000	\$ 5,000	0.00%
400	DEPARTMENTAL TOTAL	\$ 191,636	\$ 195,203	\$ 193,337	\$ 214,804	\$ 215,905	\$ 215,905	0.51%
STORMWATER UTILITY								
	Stormwater Wages/Benefits	\$ -	\$ -	\$ -	\$ 43,800	\$ 69,753	\$ 69,753	59.25%
	Stormwater Equipment	\$ -	\$ -	\$ -	\$ 30,000	\$ 20,000	\$ 20,000	-33.33%
	Stormwater Capital Outlay	\$ -	\$ -	\$ -	\$ 25,000	\$ 51,000	\$ 51,000	104.00%
	Stormwater Compliance Costs	\$ -	\$ -	\$ -	\$ 80,000	\$ 49,000	\$ 49,000	-38.75%
	Stormwater Disposal/Expenses	\$ -	\$ -	\$ -	\$ 10,000	\$ 20,000	\$ 20,000	100.00%
500	DEPARTMENTAL TOTAL	\$ -	\$ -	\$ -	\$ 188,800	\$ 209,753	\$ 209,753	11.10%
	TOTAL ENTERPRISE FUNDS	\$ 2,072,620	\$ 2,191,749	\$ 2,204,314	\$ 2,588,627	\$ 2,697,739	\$ 2,697,739	4.22%

APPENDIX B

FACTOR: 1.0000

**Town of Groton Personnel By-Law
Wage and Classification Schedule
Fiscal Year 2022 (Effective July 1, 2021)**

Grade	Position Title	Low	High
4	Salary	39,655	49,074
	Wages	19.09	23.58
5	Salary	41,919	51,883
	Wages	20.18	24.95
7	Salary	48,470	61,396
	Wages	23.86	29.51
8	Salary	55,025	68,131
	Wages	26.46	32.75
9	Salary	56,351	69,731
	Wages	27.09	33.53
10	Salary Executive Assistant to Town Manager	64,627	81,568
	Wages	31.08	41.76
11	Salary Human Resources Director	69,430	85,919
	Wages	33.38	41.31
12	Salary	69,639	86,219
	Wages	33.50	41.46

APPENDIX B
Town of Groton Personnel By-Law
Wage and Classification Schedule
Fiscal Year 2022 (Effective July 1, 2021)

FACTOR: 1.0000

Grade	Position Title	Low	High
13	Salary	72,126	91,544
	Wages	34.38	42.55
14	Salary	72,115	89,239
	Wages	34.68	42.90
15	Salary	76,045	94,101
	Wages	36.55	45.24
16	Salary	78,792	97,558
	Wages	37.88	46.88
17	Salary	88,272	109,201
	Wages	42.44	52.51
18	IT Director Salary	95,461	118,140
	Wages	45.90	56.80
19	Salary	97,968	121,220
	Wages	47.09	58.30
20	Salary	105,046	129,192
	Wages	50.51	62.12

APPENDIX B
NON-CLASSIFIED, TEMPORARY SEASONAL AND STIPEND POSITIONS

NON-STEP AND STIPEND POSITIONS			
FIRE/EMS DEPARTMENT		Country Club Seasonal Employees	
Call Captain: Fire	25.00	Pro Shop Staff	MW *- 17.00
Call Lieutenant: Fire	24.50	Pool Staff	MW - 17.00
Call Firefighter	21.43	Lifeguards	MW - 18.00
Call Emergency Medical Technician	21.43	Swim Coaches	MW - 23.00
Probationary Firefighter	17.85	Camp Staff	MW - 17.00
Probationary Emergency Medical Technician	17.85	Counselors	MW - 18.00
Call Fire Mechanic	60.00	Buildings & Grounds	MW - 27.00
		Library Shelves	13.50 - 18.00
MISCELLANEOUS		*- Minimum Wage	
Veteran's Agent	6,000		
Earth Removal Inspector	2,500		
Dog Officer	15,000		
Animal Inspector	2,082		
Animal Control Officer	2,082		
Town Diarist	1.00		
Keeper of the Town Clock	1.00		
Per Diem Van Driver	18.66 - 21.00		
Park Ranger	13.50		
Graves Registration Officer	250		
Emergency Management Director	4,000		
Election Worker: Warden	Minimum Wage		
Election Worker: Precinct Clerk	Minimum Wage		
Election Worker: Inspectors (Checker)	Minimum Wage		

**SELECT BOARD MEETING MINUTES
VIRTUAL MEETING
MONDAY, MARCH 29, 2021
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; Michael Hartnett, Tax Collector/Treasurer; Hannah Moller, Assistant Tax Collector/Treasurer; Megan Foster, Principal Assistant Assessor; Patricia Dufresne, Town Accountant; Bud Robertson; Marlana Gilbert

Ms. Manugian called the meeting to order at 7:05pm and reviewed the agenda.

Announcements

Ms. Pine said there was still time to pull papers for elected offices. She said that folks had until Friday to pull papers and Tuesday to turn them in.

Mr. Haddad said that a tree fell on the Center in West Groton this morning due to the high winds. He said that the Insurance Company would be out tomorrow morning and the roof contractor was already lined up to make temporary repairs to the holes in the roof.

Mr. Haddad read a statement into the record on behalf of the Town Clerk regarding the ballot question that would be on the May 25, 2021 ballot pertaining to the arguments for and against the ballot question. This informative pamphlet would be mailed to the residents prior to the election.

TOWN MANAGER'S REPORT

1. Mr. Haddad said that they were seeing an uptick in COVID cases. He said they remained at yellow status this past week. He said that he urged the residents to be diligent in adhering to the protocols. He said that they would keep Town Hall closed to the public and by appointment only until things trended down. Mr. Haddad said that the Governor was allowing meetings to happen in public if they followed 50% capacity guidelines but recommended that they keep meetings via Zoom for now. The Board agreed with meetings remaining on Zoom.

LIQUOR LICENSE PUBLIC HEARING – IXTAPA CANTINA

Mr. Haddad read the public hearing notice into the record. Mr. Haddad said that he approved, last summer, a temporary expansion of the liquor license to allow for outdoor seating at Ixtapa due to COVID, as allowed by the Governors order and added that this was to make permanent what they had in place currently now.

Ms. Pine moved to open the public hearing to consider altering the premises on the all-alcohol on-premise liquor license for Ixtapa Cantina. Mr. Reilly seconded the motion. Roll Call: Degen-aye; Pine-aye; Giger-aye; Reilly-aye; Manugian-aye

Attorney Nicholas Felici said that their request was to permanently add 6-7 tables with 28 chairs for outside dining. He said there would be no structural changes being made but adding this would allow them some extra seating during the spring and summer months. Ms. Manugian said that it appeared as though Planning Board approval was needed. Mr. Haddad said that they obtained Planning Board approval last summer. Ms. Pine asked how many tables they were looking for. Attorney Felici said that 7 tables with 28 seats would be ideal. Mr. Giger said he wasn't sure the Town wanted to see this indefinitely.

Abutter, Mr. David Martin said he lived at 74 Shelters Road. He said that when the restaurant expanded last year, the music outside became excessive which made his backyard and back deck unusable. He said he was not in favor of this unless they would make changes to this in a residential neighborhood. Mr. Haddad said that the Board could make a condition that said no outdoor music. Attorney Felici said that if this was a concern, no notice had been given but could certainly address it. He said that this was a family style restaurant and not a bar but could appreciate concern if music was echoing across the pond. He said that they could address the volume of the music. Mr. Martin said that he did not file a complaint last year adding he wanted to support local business. Mr. Degen asked if the applicant would forego the music in order to obtain outdoor seating.

Mr. Giger said that they were on a slippery slope with outside music. He said that they would get his vote if they didn't have music outside. Attorney Felici said his client's intention was not to add additional music outside. Mr. Brambila said he would not put the additional speaker outside and only play music inside.

Ms. Pine made a motion to close the public hearing. Mr. Degen seconded the motion. Roll Call: Degen-aye; Manugian-aye; Pine-aye; Giger-aye; Reilly-aye

Mr. Degen moved to grant an alteration to the all alcohol on premise liquor license through December 31, 2021 for the license at Ixtapa with the condition that no outdoor speakers with music from the indoors be allowed. Mr. Reilly seconded the motion. Roll Call: Degen-aye; Manugian-aye; Pine-aye; Giger-aye; Reilly-aye

T.R.E.A.D PROGRAM PRESENTATION

Ms. Moller said she was going to be speaking about 3 different sections of Mass General Law; one that had been voted on at Town Meeting and 2 others to consider. She said that TREAD stood for Tax Relief for Elderly and Disabled persons. She said it was voted on and approved at the Spring 2016 Town Meeting but never implemented. Ms. Moller reviewed the criteria required to qualify. Mr. Haddad said that this was a Board appointed committee. Ms. Moller explained Chapter 60, Section F which was the Municipal Veterans Assistance Fund which would need to be voted on by July 1st of a given Fiscal Year in order to be implemented. Ms. Moller said that Chapter 59, Section 5N was a reduction of property tax obligation for veterans in exchange for volunteer services. She said that this would draw from their current overlay. Ms. Manugian asked if people could utilize multiple programs. Ms. Moller said that she thought that they could. Ms. Pine said that the Commissioners of Trust Funds were familiar with evaluating someone's need adding that this would require that the Veterans Agent would need to qualify people for this fund. There was a question if because they were not fully utilizing veterans funds they already had, why adopt additional programs for the same usage.

Mr. Haddad said that they adopted the TREAD program 5 years ago and did not implement it. He said that they wanted to provide the residents with this program. He said he would like to advertise the 3 vacant positions and fill this committee. He said he would like to see the Board adopt Chapter 59, Section 5N to expand the senior work off program to include Veteran's.

Mr. Degen moved to appoint the committee as requested by the Town Manager as stipulated by the 2016 Spring Town Meeting vote. Ms. Pine seconded the motion. Mr. Degen further added to his motion that they advertise for 3 members at large to serve with the Chair of the Board of Assessors and the Tax Collector Treasurer on this Committee. Roll Call: Pine-aye; Manugian-aye; Degen-aye; Giger-aye; Reilly-aye

Mr. Haddad said that the second motion was to adopt Chapter 59, Section 5N.

Mr. Degen made a motion to adopt Chapter 59, Section 5N. Mr. Reilly seconded the motion.

Ms. Manugian asked if they could bring it back to look into it a little bit further. Mr. Degen withdrew his motion.

TOWN MANAGER'S REPORT

2. Mr. Haddad said he had provided the Board with the latest draft of the warrant and a memo of outstanding positions.

Article 5 – Operating Budget – Mr. Haddad said that the Finance Committee voted unanimously to approve the budget as presented. The Board unanimously supported this.

Article 6 – Mr. Haddad said he broke out the dump truck into 2 separate capital items as was discussed at their last meeting. Mr. Haddad explained the breakdown. The Board unanimously supported this.

Article 7 – Middle School Track – Mr. Giger remained as deferred until Town Meeting.

Article 10 – Whitney Pond Well #3 Engineering – Mr. Haddad said that the amount being requested was \$300K. Mr. Degen was in favor.

Article 14 – Ms. Manugian supported CPC Proposal C. Mr. Giger and Mr. Degen continued to defer on CPC Proposal J.

Article 19 – Mr. Haddad said he didn't have anything he wanted to bring forward for line-item transfers at this time. He said he may withdraw this article but would keep it for now.

Article 20 – Mr. Haddad said that there was a current deficit of \$78K in snow and ice at this time. He said that he would probably be withdrawing this item and use the money appropriated in the budget.

Article 21 – Mr. Haddad said that they were looking for \$122K. The Board unanimously supported this.

Article 22 - \$210K – The Board unanimously supported this.

Article 23 - \$35K – The Board unanimously supported this.

Article 24 - \$10K – The Board unanimously supported this.

Article 25 – Mr. Haddad said that there were 4 prior years bills totaling approximately \$800. The Board unanimously supported this.

Article 26 - \$239 to offset shortfalls. The Board unanimously supported this.

Article 27 – Fire details - \$1,861.04. The Board unanimously supported this.

Article 28 – Final year for paying off Surrenden Farm - The Board unanimously supported this.

Article 29 – Assessors Quinquennial Certification – Ms. Pine said that it seemed to her that they were constantly approving money for certification and appraisals. The Board unanimously supported this.

Article 30 – The Board unanimously supported this.

Article 31 – The Board unanimously supported this.

Article 32 - The Board unanimously supported this.

Mr. Haddad said that he sent out an email this afternoon to update them on the golf carts. He said that the Capital Plan called for the leasing of 25 gas powered carts this summer. Mr. Haddad said that for the past week, he, Shawn Campbell, Tom Delaney, Kevin Kelly had been working on developing a plan and costs to make this happen.

Mr. Haddad said that there were two issues that they needed to take into consideration when making this final decision. He said that the first was that they needed to replace the carts this summer adding the current carts were over 9 years old and were overdue for replacement. He said that this purchase had been in the Capital Plan for the last five years. He said that the second consideration was that he did not have a budget to convert to electric carts, so if they decided to pursue that option, they would need to come up with a funding source. Mr. Haddad noted the following:

- The Light Department would provide the labor and materials to bring the necessary electricity to the Country Club to install an electric cart station. They would need to hire an electrician to bring the power from the light poles to the electric cart station. They would need to construct a “bird box” type facility to house the electric charging ports. Based on an estimate from their maintenance department, he said they believed this entire construction/electricity would run between \$10,000 and \$15,000.

- Mr. Haddad said that they had also been advised that the carts would need to remain on the charging ports for the winter months. He said he was not comfortable leaving the carts exposed to the elements all winter (adding the current carts were stored at the pavilion over the winter to protect them from the elements). He said that they would want to do the same thing with electric carts, so they would need to run electricity to the pavilion and move the charging stations there. Mr. Haddad said that they anticipated this cost to be between \$5,000 and \$10,000. The total cost to get this done will be between \$15,000 and \$25,000.

Mr. Haddad said that as stated, he did not have a budget for this, so they would need either a reserve fund transfer or an article added to the Warrant to transfer the necessary funds from Free Cash. Mr. Haddad said that this was potentially a temporary solution. Mr. Haddad said that the Light Commission met last week to discuss this issue and were considering the idea of the Groton Electric co-op purchasing the electric golf carts and leasing them back to the Town. He said that they were also considering the idea of the Groton Electric co-op building a shelter (primarily for the carts) but for other things as well and leasing that back to the town with a \$1 buyout at the end. He said that they would need to study this in more detail to determine the viability adding this could be a long-term solution, but obviously would not be ready for this summer.

Mr. Haddad said he was still recommending that they follow through with the original capital budget and replace the Carts as originally called for in the Capital Plan and then take the next year to plan to build a permanent structure for electric carts with the Light Department's potential assistance. Mr. Haddad said he understood the fact that they were a Green Community and was proud of that but that this couldn't be pulled together for this summer.

Mr. Robertson said that they all agreed going green was the right answer but the extra costs at this time when they weren't filling positions, etc. was a concern. He said that the Country Club was under extreme criticism to make their budget and wasn't sure this should be done right now. Mr. Haddad said he didn't think Green Communities was a possibility this year due to the short deadline they would have and the list of projects they had already planned for. Mr. Robertson said that the Finance Committee voted unanimously to defer for right now adding there were still too many questions. Mr. Robertson said that the existing carts were terrible and needed to be replaced.

Ms. Pine said she wanted to thank GELD for offering a great program. She said she saw this as the way to go and saw this as a short-term issue. She asked if there was a program for a short-term lease to cover them for the summer. Mr. Degen said there was a need to replace the carts now adding that was not the question. He said that in the spirit of going green and for leaving less of a carbon footprint, the time to go green was now. He said that the \$25K expense was short term and could maybe be offset somewhat by raising golf cart fees. Ms. Manugian said she couldn't support an outright purchase of gas golf carts. She wished there was a way to defer this or make the money more available. Ms. Pine said she wasn't sure a proposal to buy gas carts at Town Meeting would pass and thought they should buy the electric ones. Mr. Reilly asked what they would raise the cart fees on, the old ones. He said the cost of the electric ones were low in his estimation. Ms. Manugian said she was not in favor of gas carts or for approving money for temporary electric charging stations. She said that they either had to figure it out how to make it work without spending more money or tell people they had to walk. Mr. Robertson said that they had to have carts. He said that there were seniors who couldn't walk an entire course and needed to have carts available. Mr. Giger said he was in favor of going electric and thought they should find the \$25K. Ms. Pine said he was in favor of finding the money or for also finding temporary carts. Mr. Haddad said he could ask the Finance Committee for a \$25K reserve fund transfer and work with GELD on the infrastructure. Mr. Haddad said he didn't want to see them build anymore buildings right now. He said if GELD was willing to build the building and lease it back, that was the choice. Mr. Degen suggested that they speak to the Green Communities representative on Wednesday about whether this could be included. The Board deferred until they had more information.

3. Mr. Haddad provided the Board with an update on their upcoming schedule.

OTHER BUSINESS

Ms. Manugian said that an email was sent from one member to two others which raised concerns of an OML violation. She said that in the past they had self-reported, altered the Attorney General, read the email into the record and waited for the AG to respond and suggested that be the course of action this time. Ms. Manugian read the email in question into the record. (see attached)

Mr. Haddad asked the Board to vote that they acknowledge the OML violation and accept the remedy as proposed by the Chair.

Mr. Degen made that motion. Ms. Pine seconded the motion. Roll Call: Degen-abstain; Giger-aye; Pine-aye; Manugian-aye; Reilly-aye

MINUTES

Mr. Degen moved to approve the meeting minutes of March 22, 2021 as presented. Ms. Pine seconded the motion. Roll Call: Degen-aye; Pine-aye; Giger-aye; Reilly-aye; Manugian-aye

Mr. Manugian adjourned the meeting at 8:46pm.

Approved: _____
Rebecca H. Pine, Clerk

_____ respectfully submitted:
Dawn Dunbar, Executive Assistant

Date Approved:

From: Mark Haddad <mhaddad@grotonma.gov>
Sent: Wednesday, March 10, 2021 08:14
Cc: Dawn Dunbar <ddunbar@grotonma.gov>
Subject: FW: Cow Pond Brook Rd. parcel: possible 40B comp. permit project

FYI

From: Fran Stanley
Sent: Tuesday, March 9, 2021 2:10 PM
To: Becky Pine <bpine@grotonma.gov>; Carolyn Perkins (cperki297@gmail.com) <cperki297@gmail.com>; Colleen Neff <colleenacecilia@gmail.com>; Cynthia Lane-Hand <cindi@handland.net>; Richard Perini (raperini@comcast.net) <raperini@comcast.net>
Cc: Mark Haddad <mhaddad@grotonma.gov>
Subject: Cow Pond Brook Rd. parcel: possible 40B comp. permit project

RE: Parcel 248-42 on Cow Pond Brook Rd
Owner: Defcon 1, LLC
Developer representative: Ed O'Neil
GIS map link: <https://tinyurl.com/y8p67zmu>

Dear Trust members:

Today, I spoke with Ed O'Neil. He is a developer from Westford who is interested in building approximately 45 units of housing on this 15.5 acre parcel. This is the same site that the ZBA permitted for a 55 plus special permit (#21-05) and later renewed in 2006 (#26-06). I have heard this land referred to as the Patierno property but it is presently owned by Defcon 1, LLC. Ed is planning a 40B comprehensive permit project and he is thinking that the project will have 11 affordables and be a mix of singles, doubles and triplexes. Obviously, he will have to meet the 25% affordability requirement as a part of the permitting. He is thinking of a homeownership project.

I emailed friendly 40B information to him. I am not sure that there is an advantage for him to go the friendly 40B route. He asked if there will be money available from the Town to help him with the affordable units. I said no as it would be expected that the 40B density trade off should be sufficient to build the affordable units. I did suggest that the Town may want to buy out one or two of the affordable units to transfer to the housing authority to be used as rentals. So, Town efforts may relieve him of the responsibility of finding affordable buyers for one or two units.

Ed O'Neil has been in contact with the water department and his tentative plan is to extend town water to the site.

Thanks.
-Fran

Fran Stanley
Housing Coordinator
Land Use Department
Town of Groton
173 Main Street
Groton, MA 01450
fstanley@grotonma.gov
work 978.732.1913
fax 978.448.1113

Please note that the Massachusetts Attorney General has determined that emails are a public record. Privacy should not be expected.