

Select Board Meeting Packet

March 28, 2022

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



Town Manager
Mark W. Haddad

TOWN OF GROTON

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

Select Board

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

**SELECT BOARD MEETING
MONDAY, MARCH 28, 2022
AGENDA
SELECT BOARD MEETING ROOM
2nd FLOOR
GROTON TOWN HALL**

- 6:30 P.M. Executive Session – Pursuant to M.G.L., c. 30A, §21(a), Clause 3 – “To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares” – Purposes – Collective Bargaining – Communications Union Contract**
- 7:00 P.M. Announcements and Review Agenda for the Public**
- 7:05 P.M. Public Comment Period**
- I. 7:06 P.M. Town Manager’s Report**
- 1. Presentation of Agreement with Groton Hill Music**
 - 2. Consider Ratifying the Agreement between the Town of Groton and IBPO, Local 522 – Groton Communications Officers**
 - 3. Update on Fiscal Year 2023 Proposed Operating Budget – Consider Approving Spending for Destination Groton Committee**
 - 4. Update on Select Board Meeting Schedule Through Spring Town Meeting**
- II. 7:10 P.M. Items for Select Board Consideration and Action**
- 1. Consider Adopting Proclamation in Support of Ukraine**
 - 2. Vote to Transfer Oversight of Prescott Playground to Park Commission**
 - 3. Consider Spending ARPA Funds in Support of Engineering for Reconstruction of Broadmeadow Road**
 - 4. Consider Approving Comment Letter to Department of Housing and Community Development on MBTA Housing Choice Zoning**
 - 5. Consider Approving Agreement between the Town of Groton and Town Manager Mark Haddad**
- III. 7:15 P.M. In Joint Session with the Moderator and the Groton Dunstable Regional School Committee (Groton Representatives) – Consider Reappointing Rob Flynn as the Town’s Representative to the Nashoba Tech Regional School Committee and John Ellenberger as the Alternate Representative to the Nashoba Tech School Committee**
- IV. 7:20 P.M. Meet with Water Superintendent, School Superintendent and Board of Health on PFAS Issue at Groton Dunstable Regional High School**

Continued on Next Page – Over >

OTHER BUSINESS

ON-GOING ISSUES – Review and Informational Purposes – Brief Comments - Items May or May Not Be Discussed

- A. Water Department – Manganese Issue
- B. PFAS Issue
- C. Green Communities Application and Implementation
- D. Florence Roche Elementary School Construction Project
- E. ARPA Funding

SELECT BOARD LIAISON REPORTS

V. Minutes: Regularly Scheduled Meeting of March 14, 2022

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 Agenda Update/Report*

Date: *March 28, 2022*

TOWN MANAGER'S REPORT

Please note that Monday's meeting will commence at 6:30 p.m. with an Executive Session to review the recently settled Tentative Agreement with IBPO, Local 522 – Groton Communication Officers Union. Depending on the outcome of the Executive Session, I may be requesting that the Board consider ratifying that Agreement during Open Session. The regular meeting will commence at 7:00 p.m. In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues, there are two items scheduled on Monday's Agenda. First, the Select Board will be meeting in joint session with the Moderator and the Groton Members of the Groton Dunstable Regional School District Committee to consider reappointing Rob Flynn as the Town's Representative on the Nashoba Regional Technical School District Committee and John Ellenberger as the Alternate Representative. Second, the Water Superintendent, School Superintendent and Board of Health will be in attendance to discuss the PFAS levels discovered at the Groton Dunstable Regional High School.

1. As the Board will recall, one of your goals for this year was to work with the various Non-Profits to determine if there was a way to increase PILOT Payments to the Town. To that end, I formed a Town Manager's Working Group made up of a member of the Select Board, a member of the Finance Committee, the Town Accountant, the Treasurer/Collector, the Principal Assessor and the Executive Assistant to review this issue in more detail. One of our goals was to work with Groton Hill Music. Based on our work, we reached out to them and began discussions on how Groton Hill Music could help the Town develop additional revenues. To that end, I am extremely pleased and excited to announce that Groton Hill Music has agreed to the establishment of a Groton Community Fund. Through mutual cooperation between the parties, Groton Hill Music has agreed to establish a two (\$2.00) dollar fee, to be shown on tickets as the Groton Community Fund Fee. It will be added to the cost of each ticket and paid by concert-goers when they purchase tickets to professional performances presented at Groton Hill Music Center. Attached to this report is a press release announcing and explaining this in more detail. I have asked the CEO of Groton Hill Music, Lisa Fiorentino, to attend Monday's meeting to announce this new revenue source for the Town.

Select Board
Weekly Agenda Update/Report
March 28, 2022
page two

2. I am pleased to report that we have reached a Tentative Agreements with IBPO, Local 522, Groton Communications Officers on a new three-year Agreement. Since this is the subject of an Executive Session for review by the Board, I will provide the Tentative Agreement to you under separate cover. Should the Board be agreeable with the terms during the Executive Session, I will be requesting that you consider ratifying this Agreement during Open Session and release the Tentative Agreement at that time. We can discuss this in more detail at Monday's meeting.
3. With regard to the Fiscal Year 2023 Operating Budget, we will need to make changes to the Debt Service Budget with regard to the Excluded Debt for the Florence Roche Elementary School Project. As you will recall, both the Select Board and Finance Committee had agreed to permanently borrow an additional \$20 million later this Spring/Summer. When I developed the proposed FY 2023 Operating Budget, I only carried an interest payment for this in FY 2023 and anticipated that the first Principal Payment on this new bond would not be due until Fiscal Year 2024. However, due to cash flow considerations, we needed to reevaluate this schedule and move up the bond so that the first Principal Payment would be due in April, 2023 (Fiscal Year 2023), instead of August 2023 (Fiscal Year 2024). This will allow us to begin collecting the additional tax revenue on the bond in January, 2023, instead of January, 2024. August, 2023 will see significant expenditures by the Town (first quarterly payment to the Groton Dunstable Regional School District, annual payment to the Middlesex County Retirement Board, other Debt Service Payments, on top of normal bills) and adding a Principal Payment of almost \$1 million would put the Town in a position where it would most likely need a Tax Anticipation Note, at an additional cost to the taxpayers, in order to cover our bills. Moving this up will avoid that issue. That said, making this payment next April, 2023 will require the Town to increase the FY 2023 Excluded Debt Budget by \$812,000. This will increase the anticipated tax rate by \$0.38 and increase the anticipated average tax bill by \$203 (raising the overall anticipated increase in the average tax bill by \$621. Attached to this report is a Tax Bill Comparison between FY 2022 and FY 2023 for your review. We can discuss this in more detail at Monday's meeting.

In addition, I have been approached by the Destination Groton Committee with a request for funding in both Fiscal Years 2022 and 2023 to assist them in carrying out their Charge. Enclosed with this report is a memorandum from the Committee outlining their proposed budget and priorities. They are looking for \$15,000 in FY 2022 (which can be handled by a line-item transfer) and \$12,600 in FY 2023 (which can be added to the Town Manager's Budget). I have discussed this with the Finance Committee and they have given their preliminary approval of these requests, subject to approval by the Select Board. Greg Sheldon, Chair of the Destination Groton Committee, will be in attendance at Monday's meeting to answer any questions from the Board.

Finally, with regard to the Proposed Fiscal Year 2023 Capital Budget, Tom Delaney has informed me that the two trucks (pick-up truck and intermediate truck) he has in the Capital Plan are in stock and can be reserved for a month or so, but cannot be held until July. The local dealer (who is a Groton resident) will hold them if the Town agrees to buy them in May. If not, we will see an anticipated increase of 20% in July with the new state contract and a delivery date that could be out 18 months. To that end, I would like to change the Capital Budget Article to read as follows:

Continued on next page – Over >

**Select Board
Weekly Agenda Update/Report
March 28, 2022
page three**

3. Continued:

"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 in Fiscal Year 2022 and thereafter, for the purpose of funding the Fiscal Year 2023 Capital Budget, or to take any other action relative thereto."

This would allow us to buy the two trucks should Town Meeting approve the appropriation. I would ask the Board to consider approving this at Monday's meeting.

4. Please see the update to the Select Board's Meeting Schedule through the Spring Town Meeting:

Monday, April 4, 2022	-Continuation of Town Meeting Warrant Public Hearing -Consider Taking Positions on the Various Warrant Articles -Executive Session to approve/release minutes
Monday, April 11, 2022	-Finalize Warrant for 2022 Spring Town Meeting
Thursday, April 14, 2022	-Special Meeting – Earth Removal Public Hearing for Florence Roche Construction Project
Monday, April 18, 2022	No Meeting (Holiday)
Saturday, April 30, 2022	2022 Spring Town Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. As discussed at your last meeting, Select Board Member Cunningham has proposed that the Select Board adopt a Proclamation in support of the Sovereign Nation of Ukraine and its people. It is attached to this report for your review and consideration.
2. The Playground and Field area behind the Prescott School has not been used for many years. The Park Commission is willing to take over the oversight of this area. In order for that to happen, the Select Board needs to approve the transfer of the oversight to the Park Commission. I would respectfully request that the Board take this action at Monday's meeting.

Select Board
Weekly Agenda Update/Report
March 28, 2022
page four

3. For many years, we have discussed the potential of reconstructing Broadmeadow Road to alleviate the flooding and periodic closings of the Road. As you know, we are in the process of filing the necessary paperwork with the Conservation Commission for approval to conduct some maintenance dredging of James Brook. In addition to that, we would like to hire an engineer to design plans for the reconstruction of the road. These plans can be used to apply for State and Federal Grants. The estimated cost for this design is approximately \$100,000. I would like to use ARPA Funds for this purpose. Since these are Federal Funds, we would have to go out to bid to procure engineering services for this purpose. While these services are ordinarily exempt under Massachusetts Law, they are not under Federal Law. If you allow me to advertise the services, I can come back to the Board with actual cost for your approval of the use of ARPA Funds. We can discuss this in more detail at Monday's meeting.
4. Enclosed with this report is the draft comment letter to the Massachusetts Department of Housing and Community Development on the MBTA Housing Choice Zoning Legislation. This letter has been amended from the original letter I sent out last week based on feedback from various Board members. The red-lined version is attached. Specifically, based on feedback from our Housing Coordinator, we have amended the letter to remove any reference on the "character of the Town". I would ask the Board to consider approving this letter at Monday's meeting.
5. We have reached a tentative agreement on a new three-year contract for me to continue as Groton's Town Manager. It is subject to ratification by the full Board. Enclosed with this report is the final proposed contract. I would ask the Board to consider approving it at Monday's meeting. I intend to sign it should the Board approve it.

MWH/rjb
enclosures



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Town Manager
Mark W. Haddad

**PRESS RELEASE
FOR IMMEDIATE RELEASE
MARCH 28, 2022**

TOWN OF GROTON – GROTON HILL MUSIC

The Town of Groton and Groton Hill Music are pleased and excited to announce the establishment of a Groton Community Fund. Through mutual cooperation between the parties, Groton Hill Music has agreed to establish a two (\$2.00) dollar fee, to be shown on tickets as the Groton Community Fund Fee. It will be added to the cost of each ticket and paid by concert-goers when they purchase tickets to professional performances presented at Groton Hill Music Center. This fee will provide the Town with additional revenue that will be used to provide necessary services to the community. While concerts like student performances, rentals, concerts for high-need populations, and similar events will be excluded from this fee, Groton Hill Music expects that the majority of their professional performances will incorporate the Groton Community Fund Fee into the final ticket purchase price. This fee will be charged beginning with the initial concerts at Groton Hill Music Center and funds collected will be remitted to the Town quarterly. Groton Hill Music will review this fee on an annual basis to evaluate the overall success of this initiative for both the Town and for the organization.

"I cannot express enough our gratitude to Groton Hill Music for establishing this fee. We are very excited to partner with Groton Hill Music in this endeavor. Groton Hill Music has shown an outstanding willingness to help the Town of Groton meet the ever increasing needs of our community. They are a true partner with the Town," said Select Board Member Joshua Degen.

"We are thrilled to be returning to the Town of Groton where our organization was founded 37 years ago and we believe that the Groton Community Fund Fee is an important component of our partnership with the Town," said Groton Hill Music CEO, Lisa Fiorentino. "As a non-profit music organization, a key aspect of our mission is to enhance the quality of life for the communities we serve through our education, performance, and community engagement programs where we give music generously to those in need. Instituting the Groton Community Fund as an additional source of revenue for the Town of Groton is one way in which we can support our host community and enrich the overall experience for everyone visiting Groton Hill Music Center."

Sincerely,

Mark W. Haddad
Town Manager

Tax Impact Summary - Fiscal Year 2023
Proposed Operating Budget

	<u>Actual</u> <u>FY 2022</u>	<u>Proposed</u> <u>FY 2023</u>	<u>Dollar</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Levy Capacity Used*	\$ 34,157,624	\$ 35,269,414	\$ 1,111,790	3.25%
Tax Rate on Levy Capacity Used	\$ 16.18	\$ 16.59	\$ 0.41	2.53%
Average Tax Bill	\$ 8,658	\$ 8,877	\$ 219	2.53%
Excluded Debt	\$ 2,140,460	\$ 3,741,491	\$ 1,601,031	74.80%
Tax Rate on Excluded Debt	\$ 1.01	\$ 1.76	\$ 0.75	74.26%
Average Tax Bill	\$ 540	\$ 942	\$ 401	74.26%
Final Levy Used	\$ 36,298,084	\$ 39,010,905	\$ 2,712,821	7.47%
Final Tax Rate	\$ 17.19	\$ 18.35	\$ 1.16	6.75%
Average Tax Bill**	\$ 9,198	\$ 9,819	\$ 621	6.75%

*The FY 23 Levy includes FY 22 unexpended tax capacity of \$20,933 and \$15 million in New Growth.

**The annual growth in the average tax bill based on the Town Manager's Proposed Budget is 2.5%, however, the overall bill is increasing by an additional 5% due to the first year of a portion of the Florence Roche Elementary School Project.



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To: Mark Haddad, Town Manager
From: Destination Groton Committee
Re: Request for Operating Budget
Date: March 16, 2022

The Destination Groton Committee requests Town funds from a line item transfer in order to accomplish its objectives for the remainder of FY22 and a draft proposed budget for FY 23.

1. Video production

The Committee wishes to hire a professional videographer. The scope of their initial work would be to film and produce “Introduction” videos for an estimated 20 Town of Groton Boards, Committees and Groups of interest.

The Planning Board and the Historic District Commission for example, would “tell their story” about how they contribute to maintaining the culture, beauty and charm of Groton. Others would elaborate on particular town assets and discuss how they are managed and enjoyed by the community. Some of these groups include the Trails Committee, the Great Pond Advisory Committee, and the Sustainability Commission.

These videos would be posted on websites, social media channels and other platforms to illustrate Groton’s unique assets. Simultaneously, the Groton Business Association will be sponsoring, and launching this same video production opportunity for GBA members at their cost. These videos, promoting Groton, will be posted on the GBA website and public media platforms, like Facebook and Instagram. This effort will be a major contributor to bolster Search Engine Optimization for Groton. In addition to these Town “introduction” and business “promotion” videos, a series of “vertical” videos will be edited from them and will become “destination” videos highlighting Groton as a Destination Community for History; Hospitality; Farming; Arts/Culture; Conservation; and Weddings.

2. Public Forums

The Select Board “Charged” the DG Committee to conduct a “series of public information forums” to engage all Town stakeholders. We are planning to conduct three Public Forums this spring – one at the Center in West Groton, one at Groton Woods, and one at the Prescott Community Center. We would plan to hold a second series of Public Forums in the spring 2023.

3. Marketing

The Committee expects to publicize its activities and promote its findings and program strategy.

4. Matching Grant

The Committee is researching and plans to pursue potential matching grant opportunities.

DGC Town Budget line-item transfer request: FY 22

<u>Budget Item</u>	<u>Estimated Cost</u>
1. Video Production	
Town Videos from Committees and Commissions 12 x \$300	\$ 3,600
Vertical videos: edited from Town and GBA videos 10 x \$300	\$3,000
<ul style="list-style-type: none">• History• Hospitality• Arts/Culture	
Drone videos	\$ 200
2. Public Forums – spring 2022	
Banner across Main Street for Public Forums	\$ 500
Materials	\$ 100
Forum Refreshments	\$ 300
3. Marketing	
Promotion	\$ 500
Printing	\$ 500
Newspaper Adds	\$ 300
4. Set aside for matching grant	<u>\$6,300</u>
Total:	\$15,000

DGC Town Budget draft proposal: FY 23

<u>Budget Item</u>	<u>Estimated Cost</u>
1. Video Production	
Town Videos from Committees and Commissions 10 x \$300	\$ 3,000
Vertical videos: edited from GBA videos 4 x \$300	\$ 1,200
<ul style="list-style-type: none">• Businesses• Conservation• Farming• Weddings	
Drone Camera	\$ 200
2. Public Forums – spring 2023	
Banner across Main Street for Public Forums	\$ 500
Materials	\$ 100
Forum Refreshments	\$ 300
3. Marketing	
Promotion	\$ 1,000
Printing	\$ 1,000
Newspaper Adds	\$ 300
4. Set aside for matching grant	<u>\$ 5,000</u>
Total:	\$ 12,600

TOWN OF GROTON PROCLAMATION

By the Town of Groton, Massachusetts, United States of America in support
of the sovereign nation of Ukraine and its people.

- WHEREAS:** Ukraine has been a sovereign and independent nation since 1991; and
- WHEREAS:** Ukraine is represented by democratically elected officials; and
- WHEREAS:** in 2014 Russia illegally annexed, and continues to occupy, Ukraine's Crimea region; and
- WHEREAS:** on February 24, 2022, Russia aggressively invaded Ukraine with military force; and
- WHEREAS:** Russian leadership continues to justify their invasion of Ukraine with demonstrably false narratives; and
- WHEREAS:** Russia has indiscriminately shelled civilian areas, which constitutes a clear violation of the Minsk Agreements, causing destruction and death among non-combatant population, including children; and
- WHEREAS:** the Town of Groton has always demonstrated a strong tradition of democracy; and
- WHEREAS:** the residents of the Town of Groton have family and/or friends with close ties to Ukraine who today fear for their loved ones.



Now therefore, let it be known that we Rebecca H. Pine, Alison S. Manugian, Peter S. Cunningham, Joshua A. Degen, and John F. Reilly, the Select Board of the Town of Groton, Massachusetts, United States of America, expresses support for the nation and people of Ukraine, condemns the invasion of Ukraine by Russia, and wishes for peace.

Rebecca H. Pine, Chair

Joshua A. Degen, Member

Alison S. Manugian, Vice Chair

John F. Reilly, Member

Peter S. Cunningham, Clerk

Mark W. Haddad, Town Manager



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Town Manager
Mark W. Haddad

March 28, 2022

Commonwealth of Massachusetts
Department of Housing and Community Development
100 Cambridge Street - #300
Boston, MA 02114

RE: Comments re Draft Guidelines for Multi-Family Zoning Requirement for MBTA Communities

Dear Department of Housing and Community Development:

Thank you for the opportunity to submit comments regarding the DHCD Draft Compliance Guidelines for Multi-Family Districts Under Section 3A of the Zoning Act. We, the Select Board of Groton, MA, are writing to share our concerns and suggestions for possible revisions to those Draft Guidelines.

Groton is an 'Adjacent' MBTA community in northwest Middlesex County, with a 2020 population of 11,315, living in 4150 housing units, spread over 33.7 square miles. There is no public transportation of any kind in our town, although we abut several towns with commuter rail stations. Our one grocery store/pharmacy, one stand-alone pharmacy, one hardware store, and two post offices are located in different parts of town, ranging from one to seven miles from each other. We have a limited network of sidewalks. It would be very difficult to live in Groton without access to a car.

Many people in Groton, including the Select Board, would like to increase the variety and price point of housing types available in our Town, as well as our economic and racial diversity; however, we are very concerned about some of the requirements of the MBTA Housing Choice law.

Impact of 750 Housing Units

We consider the requirement that we create zoning to allow the construction of 750 family housing units to be inappropriate, unreasonable, and probably impossible to enact in Groton.

- 750 units would be an increase of 18% over our existing total of 4150 housing units.
- 750 family units, at 3.5 people per unit, would add 2625 people to our population, an increase of almost 25%.
- We are set to break ground on a very expensive new elementary school, for which our residents will be paying increased taxes over the next two decades. The additional students from 750 units of family housing would likely make this school overcrowded the day it opens.

- The vast majority of homes in Groton are served by private wells and private septic systems. However, we are also a town with many wetlands and large areas of poor soils that cannot support septic systems. The Town may need to make expensive upgrades to develop the capacity to provide municipal water and sewer for 750 units of new high-density housing.
- Groton has worked hard to maintain its rural small-town ~~character—culture~~ while accommodating a surge of development and the accompanying increase in population over the last four decades. Our population has almost doubled, from 6,154 in 1980 to 11,315 in 2020. We are a desirable town where people want to live. We have done our part to address the Commonwealth's Housing Crisis, and we will continue to grow and build new housing, but ~~there is no way to building~~ at a rate of 15 units per ~~acre that would not significantly detract from, if not destroy, the rural character of our town.~~ is decidedly not consistent with out community's long-term planning goals, as described in our Master Plan and our Housing Production Plan. Both of these plans are mandated by the Commonwealth and require considerable effort and expense by our town to create. It is disheartening to be faced with a mandate from the Commonwealth that requires us to build a density and scale of housing that goes against those plans.

No Affordable Housing Requirement

We are dismayed that the Draft Guidelines do not include any requirement to build Affordable Housing, despite the fact that the Commonwealth of MA has directed that 10% of the housing stock in every town should be Affordable to people whose income is below certain amounts. Groton's 2020 Housing Production Plan (prepared as mandated, and certified by the DHCH) shows that Groton is falling far short of meeting the 10% target. Based on the 2010 census, Groton needs to create 173 more units of Affordable Housing. This number will undoubtedly rise due to the increase in population and housing stock since 2010. If we build 750 units of housing without any Affordable units, we will fall even further behind on meeting the 10% target. We do not understand this inconsistency between these two different housing mandates.

Zoning for 750 Units vs. 750 Units being built

It has been mentioned repeatedly in informational programs and FAQs about the Draft Guidelines that the Commonwealth is only requiring that the zoning be created, not that the units be built. We consider this disingenuous. Groton is known as a desirable place to live, and as such, housing prices are higher than average, and have increased dramatically during the pandemic. If Groton creates Zoning to allow 15 units per acre by right, it seems very likely to us that developers will immediately begin construction of this housing, and will strive to build it as fast and as dense as they can, in order to capitalize on the current high-price market. The Town will have no ability to restrict or delay the construction. While these homes will certainly be more modest than many in Groton, they will still likely be sold at the high end of the price range. Even if it took ten years to build all 750 units, the impact of this additional population would overwhelm our schools, water and sewer capacity, roads, and public safety infrastructure.

The Cost of Determining Buildable Land

Groton, whose native American name translates to 'swampy place', has numerous wetlands. We are also home to a wide swath of biodiversity, including numerous endangered species. These two factors, along with frequent non-perc-able soils, have served to limit or prevent development on many otherwise prime development locations in our town. It costs a good bit of money to do the professional testing and analyses necessary to determine if any given parcel of land in Groton is developable. It is unrealistic to expect that the Town can create a 50-acre district that is known to have the capacity to be developed at 15 units per acre, without any funding from the Commonwealth to pay for the testing and professional consultation needed.

Given these concerns, we believe it will be impossible to convince voters at Town Meeting to accept a Multi-Family District.

Suggested Revisions

We know that Groton is not the only small rural Adjacent Community with the same concerns that we have expressed here. We expect that many other towns may also find it impossible to pass the Zoning for a Multi-Family District as described in the Draft Guidelines. We respectfully suggest that the goals of creating more housing in MA are more likely to be met if DHCD revises the Draft Guidelines in the following ways:

- Create a new category of Adjacent Communities that have fewer than 15,000 residents and reduce the minimum number of new units required from 750 to 250 for towns in this new category.
- Allow towns in this new category to determine the appropriate parcel size for a By-Right Multi-Family District of 250 units that is in keeping with the character of their town.
- Require that 25% of the required units be Affordable, for all towns that adopt the Multi-Family District Zoning, not just towns under 15,000 population. (This is in keeping with the requirements of Chapter 40-B, which is the only way that developers can currently build at higher density than local zoning allows. We anticipate that Developers would prefer to build in this Multi-Family District, even with a 25% Affordable Requirement, because they would not be held to limits on their profits as they are under Chapter 40-B.)
- Allow all towns, if they wish, to enact provisions to spread the buildout of housing units over a period of ten years.
- Provide some funding for the due diligence needed to determine if a parcel of land is buildable and/or for some of the infrastructure improvements that will be needed to support the addition of housing and population that a By-Right Multi-Family District will require.

Thank you for considering these suggestions. We would be happy to answer questions or to work with you on making revisions to the Guidelines. We look forward to seeing the final guidelines.

Respectfully,
GROTON SELECT BOARD

Rebecca H. Pine, Chair

RHP/mwh

Cc: Groton Select Board
Groton Planning Board



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Town Manager
Mark W. Haddad

Employment Agreement Between Town of Groton and Mark W. Haddad

This Agreement made this 28th day of March, 2022, to become effective on July 1, 2022, by and between the Town of Groton, a municipal corporation in Middlesex County, Massachusetts, acting by its Select Board, hereinafter referred to as "the Board" or "the Town" and Mark W. Haddad, herein referred to as "the Employee" or "Town Manager."

WHEREAS, the Town desires to continue to employee Mark W. Haddad as Town Manager of the Town of Groton; and

WHEREAS, G.L. c. 41, §108N, authorizes the Board to establish an employment contract for a Town Manager for a period of time, to provide for salary, fringe benefits and other conditions of employment; and,

WHEREAS, the parties desire to enter into such an agreement; and

WHEREAS, Mark W. Haddad agrees to continue as Town Manager of the Town of Groton;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the Board and the Employee agree as follows:

I. Agreement Period

- A. The term of this Agreement shall be from July 1, 2022 through June 30, 2025 unless sooner terminated or otherwise extended in accordance with the provisions off this Agreement.
- B. The Board shall notify the Employee in writing on or before February 15, 2025, if it intends not to renew this Agreement. Failure of the Board to give such written notice shall result in automatic renewal of the Agreement for a one-year period, subject to appropriation and the availability of funds. Should this Agreement be automatically renewed, the same terms and conditions shall apply unless modified by written agreement of the parties.

II. Termination and Severance

- A. Any removal or suspension of the Town Manager shall be in accordance with Article 4, Section 4.3 of the Town of Groton's Charter, enacted as Chapter 81 of the Acts of 2008, which is incorporated by reference herein.

- B. In the event the Town Manager terminates voluntarily his position with the Town before the expiration of this Agreement, the Town Manager must give a 90 day advance written notice to the Select Board, unless the parties agree otherwise. A copy of the letter of resignation shall be kept in the Town Clerk's Office.
- C. In the event the Town Manager is involuntarily terminated by the Town prior to the expiration of the term of this Agreement, the Town agrees to pay the Town Manager four (4) months of severance.

No such severance shall be paid in the event the Town Manager is terminated for cause.
- D. If the Town Manager voluntarily terminates his employment, no severance pay shall be granted.
- E. This Agreement may also be terminated at any time by mutual consent of both parties, in which case the Town Manager shall not receive any severance pay.
- F. Subsections C, D and E shall survive termination of the Agreement.

III. Duties and Responsibilities

- A. **DUTIES:** The Board agrees to employ the Employee as Town Manager. The powers and duties of the Town Manager are described in the Town of Groton's Charter, Article 4, Section 4.2, which is incorporated by reference herein, and in the Town Manager's job description subject to the approval of the Select Board. The Town Manager shall perform any other duties as may be required by federal, state, or local law, and as the Board may from time to time assign.
- B. **OTHER EMPLOYMENT:** In accordance with the Town of Groton's Charter, Article 4, Section 4.1.2, the Town Manager's position is a full-time position, and he is not to hold any other public office, elective or appointive. Other employment must be approved, in advance and in writing, by the Board. If the Employee accepts employment without prior written approval, this Agreement may be terminated immediately by the Town, with no severance due to the Employee.
- C. **EXEMPT ACTIVITIES:** The above shall not be construed, however, to prevent the Employee from engaging in additional professional activities related to the position of Town Manager, such as guest lecturing and participating in professional activities provided that such participation does not interfere with the Employee's responsibilities as Town Manager.

IV. Evaluation

Formal written evaluations shall be conducted pursuant to the Town Manager Evaluation Policy in place at the time of the Evaluation. The Town Manager's performance will be measured on goals and accomplishments from the previous fiscal year and the status of the budget as agreed upon by the Board and Town Manager. All evaluations shall be conducted in compliance with the Open Meeting Law. The completed evaluation shall be placed in the employee's personnel file.

V. Compensation

Effective July 1, 2022, the Town Manager's Salary over the term of this agreement shall be as follows:

July 1, 2022	\$160,000
July 1, 2023	\$165,000
July 1, 2024	\$170,000

Town Manager will be eligible for an additional one-time Performance Incentive payment of up to 3% in each year of the Agreement based on the previous cycle's performance review (said payment shall be paid no later than the second pay period after his performance evaluation is completed, and not added to the base pay). An overall rating of needs improvement would receive no performance incentive. An overall rating of meets expectations would receive a one (1%) percent performance incentive. An overall rating of Exceeds Expectations would receive a three (3%) percent performance incentive.

Any increase is subject to the Town Manager's performance and the finances of the Town, including Town Meeting appropriation and shall become effective July 1 annually through the term of this Agreement.

VI. Benefits

The Town Manager is eligible to participate in the same benefit program that is offered to Town of Groton By-Law Employees, on the same terms and conditions except as noted below. As of the date of this Agreement, such benefits are:

A. Health Insurance:

The Town will cover 70% of the cost, while the Employee is responsible for 30% of the cost.

Town Manager can choose to "Opt-Out" of the Town's Health Insurance Program subject to the following:

1. The Town Manager shall receive twenty-five (25%) percent of the Town portion of the health insurance plan the Employee is enrolled in at the time of the "Opt-Out". The amount shall be provided to the employee divided by the number of pay periods in the Fiscal Year that it is being paid; and
2. For the Town Manager to be eligible, he needs to provide proof of Health Insurance Coverage.

B. Dental Insurance:

The Employee pays 100% towards the dental plan.

C. Life Insurance:

The Town offers a \$10,000 life benefit for active employees. This benefit is paid 50% by the Town of Groton and 50% by the Employee. In addition to this benefit, the Town shall provide an additional \$100,000 of Life Insurance paid by the Town.

D. Retirement and Deferred Compensation Plan:

The Town Manager will participate in the Town's mandatory retirement program. The Town offers two choices for voluntary deferred compensation plans. The Town Manager is eligible to enroll in either plan.

- E. **Vacation:**
The Town Manager's annual vacation entitlement shall be five (5) weeks. Vacation is intended to be used in the Fiscal Year in which it is accrued. Vacation accrued but unused in any Fiscal Year may be accrued consistent with the Town of Groton Personnel Bylaw, except with the written permission of the Board. The Town Manager shall be allowed to buy back one week of vacation in each of the three years of the contract, should such remain unused by June of each year.
- F. **Sick Leave:**
The Town Manager shall accrue sick leave at the rate of one day (8 hours) per month.
- G. **Personal Days:**
The Town Manager shall be eligible for five (5) personal days annually. Personal day(s) must be taken by June 30th within each fiscal year or the Employee will lose them; unused personal days will not be compensated.
- H. **Holidays:**
The Employee will be entitled to 11 Holidays with pay as listed below. All Holidays should be taken on the calendar day designated by the Town as the official day of the Holiday.
- | | |
|-----------------|-------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Patriot's Day |
| Memorial Day | Independence Day |
| Labor Day | Indigenous People's Day |
| Veteran's Day | Thanksgiving Day |
| Christmas Day | |
- I. **Longevity:**
The Town Manager shall not be eligible for or entitled to any longevity payments.

VII. Expenses and Professional Development

Subject to prior budget approval and appropriation, the Select Board agree to pay for professional development activities of the Town Manager provided these activities are reasonably expected to be of benefit to the Town of Groton.

- a) Travel and meals for professional and office travel, meetings, conferences, both in State and out-of-state, with out-of-state travel subject to the written approval of the Board, provided that attendance at any conference for more than two (2) days shall be subject to the approval of the Board.
- b) Professional dues and subscriptions and occasional publications in connection with but not limited to the MMA (Massachusetts Municipal Association) and the ICMA (International City Management Association).

VIII. Residency Requirement

The Town Manager agrees to maintain a permanent residence and reside within a thirty-five (35) mile radius of Groton's Town Hall.

IX. Indemnification

- A. To the extent permitted by law, the town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties. To the extent permitted by law, the Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.
- B. No indemnification is available for any criminal proceedings against the Town Manager, or for any potential disciplinary hearing or disciplinary action by the Select Board. Similarly, in no event shall the Town be liable to indemnify the Town Manager for the costs of any legal actions commenced by him against the Town or any Town employees and/or officials.
- C. This section shall survive the termination of this Agreement.

X. No Reduction of Benefits

The Town shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such reduction is across the board for all other By-law employees of the Town.

XI. Miscellaneous

- A. The parties acknowledge that the Town Manager is an "exempt" employee under the Fair Labor Standards Act ("FLSA") and is not entitled to overtime compensation under the FLSA.
- B. Unless specifically modified by this Agreement, all other applicable terms of the Town of Groton Charter and By-Laws shall apply to the Town Manager.
- C. The following grievance procedure is intended to provide an efficient and effective means of resolving any grievances from the Town Manager that may arise over the course of this Agreement. Such grievances may include but are not necessarily limited to: complaints of discrimination, harassment (including sexual harassment), retaliation, or concerns regarding the application, meaning, or interpretation of a provision of this Agreement. Discipline imposed by the Select Board shall not be grievable by the Town Manager pursuant to this section. If any such grievance(s) should arise over the course of this Agreement, the parties agree that the following grievance procedure shall apply:

Step 1: The Town Manager shall, within ten (10) days of the occurrence giving rise to the grievance, submit a written grievance to the Chair of the Select Board. The Chair will schedule a meeting with the Town Manager to discuss the facts and circumstances giving rise to the grievance, and to consider what action, if any, would result in the prompt and equitable resolution of the grievance.

- a. If the grievance involves the Chair, the Town Manager shall file the grievance with the Vice Chair, who shall schedule the meeting with the Town Manager and process the grievance through Step 3 if appealed to the full Board by the Town Manager.
- b. In the event the grievance involves the Chair and Vice Chair, the remaining members of the Board shall select a member among them to schedule a meeting with the Town Manager and process the grievance through the remaining steps of this procedure.
- c. In the event the Town Manager's grievance advances a complaint against a majority of the Select Board, the Town Manager and the Board shall engage the services of an independent mediator to engage in non-binding mediation, in an effort to resolve the grievance. The costs of the mediator shall be shared equally by the Town Manager and the Town. If mediation does not resolve the grievance by mutual agreement of the parties, the grievance shall be deemed denied and such denial shall be final and binding.

Step 2: If the grievance remains unresolved at Step 1, the parties agree that the Chair shall conduct informal and non-binding mediation concerning the grievance. If the grievance involves the Chair, the Vice Chair shall conduct the mediation. The Chair (or Vice Chair, when the grievance involves the Chair) shall serve as the mediator and shall have the sole discretion to determine which employee(s) are necessary to participate in the mediation, if any, so as to successfully facilitate an amicable resolution to the grievance. The Town Manager and the Chair (or Vice Chair, for the reason previously articulated) may waive this Step in writing and signed by both parties, and submit the grievance directly to Step 3.

Step 3: If the grievance remains unresolved at Step 2, the Town Manager may appeal to the Select Board, subject to the provisions of the Massachusetts Open Meeting Law. The presentation of the grievance shall, to the extent permitted by law, be held in executive session. The Board shall resolve the grievance at that meeting. The decision of the Board shall be final and binding.

- D. The Town Manager shall not be entitled to pursue a grievance as set forth in Section 48-9 of the Town's Personnel By-Law.

XII. Entire Agreement and Severability

- A. This Instrument contains the entire Agreement between the Board and the Employee. The Agreement may be amended from time to time as mutually agreed upon by both parties in writing.
- B. This Agreement is subject to the laws of Massachusetts. If any one or more of the provisions of this Agreement shall be ruled to be invalid by any reason by a court of law in any jurisdiction, such ruling shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed their Agreement this 28th day of March in the year Two Thousand and Twenty-Two.

By the Town Manager

Mark W. Haddad

For the Select Board:

Rebecca H. Pine, Chairman

Alison S. Manugian, Vice Chairman

Peter S. Cunningham, Clerk

Joshua A. Degen, Member

John F. Reilly, Member

**SELECT BOARD MEETING MINUTES
MONDAY, MARCH 14, 2022
UN-APPROVED**

SB Members Present: Rebecca H. Pine, Chair; Alison S. Manugian, Vice Chair; Peter S. Cunningham, Clerk; Joshua A. Degen, Member; John F. Reilly, Member (Via Zoom)

Also Present: Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant to the Town Manager; Hannah Moller, Tax Accountant; Fire Chief, Steele McCurdy; Police Chief, Michael Luth; Sergeant Kevin Henehan; Melisa Doig, HR Director; Megan Foster, Principal Assistant Assessor; Michael Bouchard, Town Clerk; Patricia Dufresne, Town Accountant (via Zoom); Finance Committee Members – Michael Sulprizio, Gary Green, Bud Robertson, Colby Doody, David Manugian, Scott Whitefield

Ms. Pine called the meeting to order at 7:00 PM and reviewed the agenda.

ANNOUNCEMENTS

Mr. Pine announced the

Mr. Robertson called the Finance Committee to order at 7:05pm.

TOWN MANAGER'S REPORT

1. Mr. Haddad said that he was pleased to report that they have reached a Tentative Agreements with AFSCME, Council 93, Town Supervisors Union. Mr. Haddad said he provided the Board with a copy of the tentative agreement. Mr. Haddad respectfully requested that the Board consider ratifying this Agreement
2. Mr. Haddad said that with regard to the FY 2023 Proposed Operating Budget, the Groton Dunstable Regional School District Committee approved their Proposed FY 2023 Budget. He said that the following was their proposed Assessment for FY 2023:

Operating:	\$	24,319,318
Capital:	\$	577,026
Debt:	\$	482,904
Total:	\$	25,379,248

Mr. Haddad said that based on this, he had revised the Town Manager's Proposed Operating Budget to reflect this assessment. I have made the following adjustments:

1. Restored the New Dispatcher Position
2. Restored the Part-Time Council on Aging Administrative Assistant
3. Updated various Salary and Wage Line Items to reflect Ratified Collective Bargaining Agreements, including an additional appropriation from Free Cash of \$118,044 to reflect one time Cash Payments in the various Agreements
4. Reduced the Amount of ARPA Funds used to offset the Highway Department Budget from \$74,288 to \$19,588
5. Reduced Proposed OPEB Funding from \$187,553 to \$181,000 (reduced Free Cash by the same amount) to reflect elimination of Proposed New Firefighter

Mr. Haddad said he hoped the Finance Committee and Select Board would fund the dispatcher position as well as the Part time Council on Aging Administrative Assistant to gap needs in both those departments. Mr. Robertson said that the overall budget was down \$25K from when they last discussed the budget. Mr. Degen asked how far under the levy limit they were. Mr. Haddad said that they were at the levy limit, and had done that to lessen the dependency on ARPA. Ms. Pine said she appreciated the School Board and Superintendent for bringing their assessment down.

WARRANT PUBLIC HEARING

Mr. Haddad read the public hearing notice into the record.

Mr. Degen moved to open the public hearing. Mr. Cunningham seconded the motion. Roll Call: Cunningham-aye; Degen-aye; Manugian-aye; Reilly-aye; Pine-aye

Mr. Haddad said he was hoping there were going to be two questions on the warrant. He said that the Legislature was working on the Special Act and were really pushing for it to happen by April 11th. The Board questioned the language for the Town Clerk Ballot question and whether more could be added to it. Mr. Bouchard said that they would have the question books at the polls but couldn't add any additional wording.

Mr. Haddad began the review of the warrant.

Article 5: Mr. Robertson said that the Finance Committee would be discussing whether or not to have the budget done under a consent agenda. The Board didn't see any issues with keeping it done this way.

Article 6: Mr. Degen asked how Mr. Delaney was getting the same truck 5 years later for the same amount. Mr. Delaney said that they had switched the make of truck and had lowered the costs that way this time. Mr. Cunningham asked how the cost of fuel was impacting their budget. Mr. Delaney said that they would be okay this year but he wasn't sure about next year yet.

Mr. Haddad said that not all the library's capital items were on the list for this year but because they had some available funds and decided to get them all done this year.

Mr. Degen asked how often the Master Plan was used. Mr. Tada said that they used it as often as needed adding it was referenced in their zoning. Mr. Tada said that it was last done in 2011 and was in need of updating. Mr. Degen asked if the skeleton was in good condition, why they couldn't farm it out to MRPC to update the required information and leave the relevant information. Mr. Tada said that it was a big undertaking and didn't want to assume they could get a grant to update the plan. He said if there was an opportunity to get a grant, they would apply.

Mr. Black reviewed the park property capital improvements covered by the requested \$25,000.

Mr. Haddad said that because of Covid and added costs to police vehicles, the requested \$104K would not be enough. Chief Luth said that the approximate price might be \$10K more than what had been requested. Chief Luth said that they get better estimates by obtaining quotes and not from the State Bid List.

Mr. Degen said that because they hadn't received the golf carts yet, he suggested that the \$25K for this year be zeroed out. Mr. Haddad said he had planned to make a double payment upon receipt but that he could zero out this year's appropriation.

Mr. Manugian said that the CPAC supported the Master Plan in full adding it was considered an asset for the Town. He added that even though they hadn't received the golf carts, there may be additional maintenance costs this year for the existing carts. Mr. Manugian said he also thought the fire engine and voting machines should be added to the capital budget. Mr. Haddad said that he kept them as separate because they were not part of the original capital plan.

Article 7: Mr. Haddad said that engine 5 had been involved in an accident during the ice storm and sustained substantial damage. He said that there were a couple of different options before them on this. He said that if they were to purchase a new engine, they wouldn't need the money for 18 months and when they needed to bond it, it would replace some debt that was coming off the books. Mr. Cunningham asked about a delivery date. Chief McCurdy said that the delivery time started out at 500+ days but had come down to about 400 days as of right now. Mr. Robertson said that they wanted to do an analysis on this, which the Chief put together. He said that they needed to think about some of the other options such as fixing it right now. Chief McCurdy said that it would take 6-9 months to fix it. Mr. Robertson said that the debt for the school had been proposed as sloped to help the burden on the tax payers so they didn't feel the increase in their taxes all up front. Mr.

Robertson asked if they wanted to put the money up now or fix the truck and wait until 2028. Mr. Haddad said that if they open up the truck and they total it, they have full replacement value coverage. Chief McCurdy said that the price of a fire truck goes up about \$50K every year. Mr. Haddad said that with inflation, the cost in 6 years will be substantially higher. Mr. Degen said that he appreciated Mr. Robertson's perspective but knew that this truck was due to be replaced in 5 years anyway and was looking at it that way. He said that maintenance work over the next 5 years might be higher also because it was an older truck to begin with. Mr. Degen asked for maintenance information from the Chief. Ms. Manugian said that this was the type of question that should go to Town Meeting and allow the voters to weigh in on this. Ms. Pine said that they needed to go to Town Meeting with one proposal on this. Ms. Manugian said that they would get one option adding that if it got voted down, they would repair it instead.

Article 8: Mr. Haddad said that when they State proposed new boundaries for house seats, Groton now had 197 voters who vote for a different State Rep and those ballots had to be counted separately. He said that this was the reason they were asking for money to purchase a new voter machine. Mr. Bouchard said that he was looking into whether the State covering this cost was a possibility.

Article 11: Mr. Degen asked if the Conservation Commission had considered reducing their requested amount to \$350K to free up some money. Ms. Manugian said that she wouldn't be opposed to seeing it reduced further to \$100K which still met their \$750K fund goal.

Mr. Haddad explained the Prescott School Elevator proposal. Ms. Manugian said she couldn't support this without a master plan for the whole building. Mr. Degen said that the Friends of Prescott had done extremely well, were meeting their goals and were at 100% rental capacity. He said that they were meeting all their targets adding the community was responding well to their programming. Mr. Cunningham asked if there was a plan to renovate that building. Jodi Valenta introduced herself as the new Executive Director and explained the plan of the Friends. She said that having an elevator would increase the value and increase potential rents. She said that it would be an important investment for the building moving forward. Mr. Cunningham said he also noticed how well the programming was doing. He asked if the Friends could come in and talk to the Board about their master plan so they have a better understanding of it. She said that this money was for the design of the elevator adding they were seeking a grant for the purchase and installation.

Article 12: Mr. Haddad said that the Planning Board held a public hearing and voted unanimously to recommend this article.

Article 13: Mr. Tada explained the proposed clarifying changes contained in this article.

Article 11: Mr. Mark Gerath said that the Conservation Trust was requesting \$39,545 for the restoration of the James Brook Crossing off Old Ayer Road. He said that they would be replacing it with a precast concrete structure.

Mr. John Amaral said that their original proposal to restore the existing courts wasn't enough when they went out to bid so they went back for additional funding to meet the bid prices. Mr. Degen asked what kind of maintenance plan was being put in place to deal with a project of this size and cost. Mr. Amaral said that they would fund the maintenance out of a fund which was starting with a net positive of \$14K. He said that this was another source of revenue for the Country Club also at the end of the day. He said that the demand for pickleball was huge adding they received additional support every day.

Mr. Paul Funch explained the Trails Committee CPC article seeking funding for the Nashua River Walk. He said that if they were successful receiving a grant for this, the requested amount would be reduced to \$35K.

Article 14: Mr. Haddad said that this article extended to sewer district to the property located at Map 116, Lot 101 an undeveloped lot on Taylor Street.

Article 15: Ms. Manugian asked why they were asking Town Meeting whether they wanted to appoint a committee to study electronic voting.

Article 16: Mr. Jeffrey Brem said that the citizens petition was to fix the definition of age restricted housing. He said that this made some corrections to the definition. Ms. Manugian said that her initial read was that he wanted to remove the age restriction. Mr. Brem said that the age restricted definition was incorrect. He said that his proposed project was for an age restricted project. He gave an example of a child with a disability who needed to live with their age restricted parent(s) and how this change would help this. Ms. Pine asked what this change would allow. Mr. Brem said that it would allow the project to move forward while changing an outdated definition. Ms. Pine said that they should put more effort into putting affordable units in an age restricted development in town and thought it was an important consideration. Ms. Pine said that the Planning Board would hold a hearing on this on March 24th and understood that their current bylaw was complicated and needed to be updated to match state law. She said that if they allowed the increased density with no affordable component, that was not desirable for their town in her opinion. Ms. Pine asked if amendments could be allowed to allow for an affordable component. Mr. Haddad said that any article can be amended on the floor of Town Meeting. Mr. Degen said he understood why this was being brought forward. Mr. Haddad said that Town Counsel's suggested comments were provided to Mr. Brem. Mr. Degen suggested that Town Counsel attend the Planning Board hearing. Mr. Brem said that he was amendable to making suggested changes but not amenable to affordable housing. He said that these were going to be smaller more affordable houses adding he did a similar project in Westford. Ms. Pine said that if they changed their zoning, they wanted it to be what was right for the Town. The Board asked to be invited to the Planning Board's hearing on this matter.

Mr. Haddad said that they could vote on proposed line-item transfers at Town Meeting or wait until the end of the FY and approve the requested line-item transfers at a joint meeting of the Select Board and Finance Committee. Mr. Haddad reviewed the proposed transfers. Ms. Dufresne said that this was a preliminary draft adding there would be more requested transfers as they got closer to the end of the FY. Ms. Dufresne recommended waiting until the end of the FY to discuss and vote on these. Mr. Robertson said that they should wait until the end of the FY.

The Board discussed their meeting schedule. Mr. Haddad asked the Board to continue the public hearing to April 4th at 7:15pm.

Mr. Degen made the motion. Mr. Cunningham seconded the motion. Roll Call: Manugian-aye; Pine-aye; Degen-aye; Cunningham-aye; Reilly-aye

Mr. Robertson adjourned the Finance Committee meeting at 9:16pm.

SELECT BOARD ITEMS FOR CONSIDERATION

1. Mr. Haddad said that the Zoning Board of Appeals had requested that the Select Board appoint Krzysztof Jezak as an Associate Member of the Zoning Board of Appeals. Mr. Haddad respectfully requested that the Board consider making this appointment.

Ms. Manugian moved that the Board appoint Krzysztof Jezak as an Associate Member of the Zoning Board of Appeals. Mr. Degen seconded. Roll Call: Manugian-aye; Pine-aye; Degen-aye; Cunningham-aye; Reilly-aye

2. Mr. Haddad asked the Board if they were okay with the letter to Mass Housing relative to the proposed Heritage Landing project. Mr. Haddad asked the Board to vote to allow the Chair to sign the letter for submittal.

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

3. Mr. Haddad said that at last week's meeting, the Board voted to remove the Town Seal Modification Article from the Town Meeting Warrant and add a Non-Binding Referendum to the Annual Town Election Ballot. Mr. Haddad read the following proposed ballot question language:

NON-BINDING REFERENDUM - Should the Seal of the Town of Groton be modified by removing the words "Holy Bible" from the image of the book in the center of the Seal, leaving the image of the book blank?

Mr. Haddad respectfully requested that the Board approve this wording.

Mr. Degen moved to approve the wording as presented. Mr. Cunningham seconded the motion.

Ms. Manugian said she was concerned people might think the book itself was being removed. Mr. Bouchard said that he would put in the ballot book a picture of the seal before and after.

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

4. Mr. Haddad said that Mr. Patel appealed the liquor license suspension and asked the Board to vote to stay the suspension.

Mr. Degen moved to stay the suspension of Boston Road Market pending outcome of ABCC hearing. Mr. Cunningham seconded the motion. Roll Call: Manugian-aye; Pine-aye; Degen-aye; Cunningham-aye; Reilly-aye

ON-GOING ISSUES

Ms. Pine said it was exciting to hear earlier that day that the car charging stations had been shipped.

C: Ms. Pine said that she thought they had 5 years to reduce their energy costs and asked where they were. Mr. Haddad said he would forward them their first report.

Mr. Cunningham asked if the Board was interested in issuing a proclamation to show solidarity to Ukraine. The Board was in favor of this. Mr. Cunningham said he would prepare something for their next meeting.

MINUTES

Mr. Degen moved to approve the minutes of the regularly scheduled meeting on March 7, 2022. Ms. Manugian seconded the motion. Roll Call: Manugian-aye; Pine-aye; Degen-aye; Reilly-aye; Cunningham-aye

Ms. Pine adjourned the meeting at 9:26pm.

Approved: _____
Peter S. Cunningham, Clerk

_____ respectfully submitted:
Dawn Dunbar,
Executive Assistant to the Town Manager

Date Approved: