



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

Peter S. Cunningham, *Chair*
John F. Reilly, *Vice Chair*
Alison S. Manugian, *Clerk*
Rebecca H. Pine, *Member*
Matthew F. Pisani, *Member*

SELECT BOARD MEETING
MONDAY, AUGUST 14, 2023
AGENDA
SELECT BOARD MEETING ROOM
2nd FLOOR
GROTON TOWN HALL

- 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. Consider Ratifying the Town Manager's Appointment of Devon Gaughan as a Communications Officer
 2. Consider Ratifying the Town Manager's Appointment of Faith Silva, Douglas Caroom, Adam Pavaglio and Bowen Clarke as a Lifeguards at the Groton Country Club
 3. Fiscal Year 2023 Fourth Quarter Financial Review
 4. Review First Draft of the 2023 Fall Town Meeting Warrant
 5. Update on Select Board Meeting Schedule Through Labor Day
- II. 7:10 P.M. Items for Select Board Consideration and Action
1. Consider Approving a One Day Wine and Malt Beverage License for the Friends of Prescott on Tuesday, August 29, 2023 from 5:00 p.m. to 9:00 p.m. for a Board Orientation Workshop
 2. Consider Approving a One Day Wine and Malt Beverage License for the Friends of Prescott on Friday, September 8, 2023 from 6:00 p.m. to 10:00 p.m. for Open Mic Night
 3. Review and Approve New Charge of the Sustainability Commission
 4. Discussion and Consider Adopting New Meeting Code of Conduct Policy
 5. Consider Approving an Intermunicipal Agreement with the Town of Dunstable and Groton Dunstable Regional School District Committee for Shared Legal Services
 6. Consider Approving Fiscal Year 2024 Goals of the Select Board
 7. Consider Setting the Fiscal Year 2024 Stormwater Fee
 8. Consider Approving Licensing Agreement for Florence Roche Construction Workers to Park at First Baptist Church During the Project
- III. 7:15 P.M. Consider Amending or Rescinding the Vote Taken at the July 31, 2023 Select Board Meeting on PFAS Solution for the Groton Dunstable Regional High School

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. Town Manager's Tri-Comm Working Group

SELECT BOARD LIAISON REPORTS

- IV. Minutes: Regularly Scheduled Meeting of July 31, 2023

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: *August 14, 2023*

TOWN MANAGER'S REPORT

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. A member of the Select Board has requested that the Board consider amending or rescinding the vote taken last week on the PFAS solution for the Groton Dunstable Regional High School. As we have received some feedback from the Town of Dunstable, Select Board Chair Cunningham believes the Board should revisit the issue. For the Board's information, I contacted Town Counsel to review the procedure for this discussion to take place and comply with Roberts Rules of Order. A motion to either amend or rescind the previous vote is the proper procedure. In addition, to assist the Board in deciding whether or not to amend or rescind, Select Board Member Pine requested that I provide answers to several questions. Attached to this Report is a memorandum from me to the Board providing answers to those questions. We can discuss this in more detail at Monday's meeting.

1. Police Chief Michael Luth has requested that I appoint Devon Gaughan as a Communications Officer. Enclosed with this report is a copy of Mr. Gaughan's resume for your review. I have made this appointment and I would respectfully request that the Select Board consider ratifying it at Monday's meeting.
2. Shawn Campbell has requested that I appoint Faith Silva, Douglas Caroom, Adam Paveglio and Bowen Clarke as Lifeguards at the Groton Country Club. I have made these appointments and I would respectfully request that the Select Board consider ratifying them at Monday's meeting.
3. Enclosed with this Report is the Fiscal Year 2023 Fourth Quarter Financial Report. I would like to spend some time at Monday's meeting reviewing this with the Board. Assistant Director of Finance Patricia DuFresne will be in attendance at the meeting to answer any questions you may have.

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4. Enclosed with this report is the first draft of the Warrant for the 2023 Fall Town Meeting. I would like to take a few minutes at Monday's meeting reviewing the Warrant with the Board. One matter that requires discussion/decision by the Select Board is the need for a Special Election to consider a Debt Exclusion of Proposition 2½ to pay the Debt Service on the PFAS Solution for the Groton Dunstable Regional High School. I am proposing that the Special Election be held on Tuesday, November 7, 2023 (while the Town Meeting is on Saturday, October 28th and the first Tuesday after the Town Meeting is Halloween, Town Clerk Dawn Dunbar and I do not believe that is a good date for the Special Election). Enclosed with this report is a memorandum from Town Clerk Dawn Dunbar outlining the cost of the Special Election, a proposal for early voting, mail-in voting and hours the Polls will be open. Should the Board determine that a Special Town Meeting be held to deal only with the PFAS Issue at the High School prior to the 2023 Fall Town Meeting, I would propose the following for consideration:

-Call for the Town Meeting to be held on Saturday September 16th – Warrant gets posted on September 1st.

-Open and Close the Warrant on August 14th.

-Call for the Special Election at the August 14th Meeting – Election would be held on September 19th.

5. Please see the update to the meeting schedule that will take the Board through Labor Day:

Monday, August 21, 2023

No Meeting

Monday, August 28, 2023

Regularly Scheduled Meeting

Monday, September 4, 2023

No Meeting (Labor Day Holiday)

Monday, September 11, 2023

-Public Hearing on Fall Town Meeting Warrant Articles

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. I would respectfully request that the Select Board consider approving a One Day Wine and Malt Beverage License for the Friends of Prescott on Tuesday, August 29, 2023 from 5:00 p.m. to 9:00 p.m. for a Board Orientation Workshop.
2. I would respectfully request that the Select Board consider approving a One Day Wine and Malt Beverage License for the Friends of Prescott on Friday, September 8, 2023 from 6:00 p.m. to 10:00 p.m. for Open Mic Night

3. At the Spring Town Meeting in May, one of the approved warrant articles pertaining to the Sustainability Commission was an Article to allow for the Charge and the size of the Commission to be changed in consultation with and at the direction of the Select Board. The Sustainability Commission has been meeting and discussing prospective changes, including a fairly substantial rewrite of the Charge itself to put more emphasis on the issue of climate change and climate resilience to better reflect the mission. In addition, they are proposing a modest increase in the maximum authorized size of the Commission from 10 members to 12 members to align better with the number of activities being addressed. Enclosed with this report is the proposed new Charge of the Commission. Please note that there is not a current written charge of the Commission. They have been operating under Article 20 of the 2008 Spring Town Meeting, which created the Commission as follows:

ARTICLE 20: SUSTAINABILITY COMMISSION

To see if the Town will vote to establish a Sustainability Commission for the purpose of focusing the Town's efforts to become a measurably sustainable community by:

1. *Raising awareness and educating Town officials and Townspeople on sustainability concepts and trends;*
2. *Providing sustainability resources and advice for Town plans, policies and operations;*
3. *Identifying opportunities for improved collaboration to enhance sustainability;*
4. *Proposing specific sustainability actions, including energy efficiency;*
5. *Regularly reviewing progress toward sustainability;*
6. *Preparing an annual report to inform the Town on how well the Town is achieving its goal to become a sustainable community;*

The Commission to consist of nine (9) members to be appointed by the Board of Selectmen. The members will serve terms of three (3) years, provided, however, that of the members originally appointed three (3) shall be appointed for a term of one (1) year; three (3) for a term of two (2) years; and three (3) for a term of three (3) years; as designated by the Board of Selectmen.

I would respectfully request that the Board consider approving the new Charge at Monday's meeting.

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4. As you will recall, in case involving a facial challenge to the constitutionality of a policy adopted by the Southborough Board of Selectmen (Louise Barron & others vs. Southborough Board of Selectmen & others) concerning public participation at public meetings, the Supreme Judicial Court changed how municipal bodies deal with public comment/participation at meetings. Based on this, the Massachusetts Interlocal Insurance Association (MIIA) provided guidelines that municipalities should follow with regard to creating policies dealing with conduct at public meetings. To that end, Town Clerk Dawn Dunbar drafted a Code of Conduct Policy for your review and consideration. She used the MIIA guidelines, the Town's existing Visitors Code of Conduct Policy and some other policies she found in other communities within the Commonwealth in an attempt to make this a comprehensive policy for all public officials, town representatives and visitors to follow. It is attached to this Report for your review and consideration. Ms. Dunbar will be in attendance at Monday's Meeting to discuss this with the Board. If the Board is agreeable, we will be asking that you adopt the proposed Policy.
5. At your July 17th Meeting, Select Board Member Manugian asked specific questions on how the Town of Dunstable would pay for/reimburse/share the cost of whatever PFAS Solution the Groton Select Board approves for the Groton Dunstable Regional High School. I reached out to Town Counsel to discuss this and get the answers to Ms. Manugian's questions. Unfortunately, Brian Falk serves as Town Counsel to both Groton and Dunstable and cannot advise either Town on matters of mutual interest due to conflict-of-interest rules and regulations. To provide the Town with the necessary legal advice to address paying for the PFAS issue, Mr. Falk recommended two potential solutions. One would be to retain separate counsel and the other would be to enter in an Intermunicipal Agreement (IMA) for shared legal services between the Towns of Groton and Dunstable and the Regional School District. Entering into the IMA will allow Mr. Falk to represent and provide advice to all parties. I would prefer using Mr. Falk as opposed to retaining separate Counsel. School Superintendent Dr. Laura Chesson and Dunstable Town Administrator Jason Silva agree with this approach as bringing on separate Counsel could end up being a costly matter. To that end, enclosed with this Report is the proposed IMA that will need to be approved by the Groton Select Board, the Dunstable Board of Selectmen and the Groton Dunstable Regional School District Committee. I would respectfully request that you approve this IMA at Monday's meeting.
6. Enclosed with this Report are the final Fiscal Year 2024 Goals of the Select Board as discussed at your July 31st Meeting. I believe I captured all the proposed edits. I would respectfully request that you consider adopting these Goals at Monday's meeting.

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7. The 2023 Spring Town Meeting approved the following budget for the Stormwater Utility for Fiscal Year 2024:

LINE	DEPARTMENT/DESCRIPTION	FY 2023 APPROPRIATED	FY 2024 TOWN MANAGER BUDGET	PERCENT CHANGE
STORMWATER UTILITY				
	Stormwater Wages/Benefits	\$ 78,095	\$ 79,520	1.82%
	Stormwater Equipment	\$ 20,000	\$ 5,000	-75.00%
	Stormwater Capital Outlay	\$ 51,000	\$ 51,000	0.00%
	Stormwater Compliance Costs	\$ 49,000	\$ 35,978	-26.58%
	Stormwater Disposal/Expenses	\$ 20,000	\$ 20,000	0.00%
	Stormwater Intergovernmental	\$ 23,000	\$ 51,022	121.83%
<hr/>				
	500 DEPARTMENTAL TOTAL	\$ 241,095	\$ 242,520	0.59%

As you can see, we essentially level funded the Budget. Last year the Board set the fee at \$60 based on a parcel count of 4,004. I am recommending that the Board set the same fee for Fiscal Year 2024. Should you approve the proposed Fee, the bills will go out in September. We can discuss this in more detail at Monday's meeting.

8. Due to limited parking at the Florence Roche/Middle School Site and the number of sub-contractors currently and anticipated to be working on the new Florence Roche Elementary School Construction Project, additional parking is necessary. To that end, Gilbane Building Company reached out to the First Baptist Church of Groton located at 365 Main Street and asked if they would be willing to allow the Project to use their parking lot. The Church fully supported this request. Due to liability and other related issues, the Special Project Counsel Chris Petrini (appointed by the Select Board) has recommended we enter into a License for Parking with the Church. Based on a study conducted by Gilbane on what it would cost if this were a public lot, we are proposing a \$15,000 License Fee to be paid to the Church. This fee would come out of the FloRo Construction Project Budget. Attached to this Report is the proposed License. I would respectfully request that the Board vote to approve the License and authorize the Town Manager to sign it on behalf of the Town.

MWH/rjb
enclosures



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Town Manager

Mark W. Haddad

To: *Select Board*

From: *Mark W. Haddad – Town Manager*

Subject: *Additional Information - PFAS Solution at Groton Dunstable Regional High School*

Date: *August 9, 2023*

In light of the Monday's meeting where the Board will consider either amending or rescinding the vote taken at the July 31st Meeting, concerning the PFAS solution at the Groton Dunstable Regional High School, Select Board Member Pine requested that I provide the Board with answers to following questions. In cooperation with Tom Orcutt, Water Superintendent and Dr. Laura Chesson, GDRSD Superintendent, please see the following responses:

1. ***Provide a written report from Groton Water Department concerning their revenue/costs/ and rates projections, the timing of the \$1 million contribution, and their expectations of rates being lowered to all users (including GDRSD). In addition, please provide their rationale as to whether chlorine booster stations will be needed, and if/how much that will increase the cost of the project.***

Response from Tom Orcutt: I cannot speak directly for the Board regarding the timing of the GWD contribution, however, I would expect we would start paying down the \$1 million contribution once the State Revolving Fund (SRF) Loan is secured. Typically, under the SRF Program (PFAS Loan orders may have different terms), a community short term borrows from the SRF Program during construction. Once the construction is completed, the SRF commits a loan package for 20 or 30 years. It would be safe for me to say once the full loan is committed (or if it is split into two loan packages) we would start paying our share at that point. Direct costs for the GWD's portion of the \$1 Million commitment will not raise GWD rates. We estimated that a 30 year, zero interest loan from the SRF Program would be approximately \$33,000 per year, rounded to \$35,000 to the GWD. Revenue from direct water sales to the GDRHS alone will generate between \$40,000 to \$45,000 per year – a small but positive revenue boost. Once water consumption stabilizes after 2 or 3 years of operations, the Commissioners have the option of reducing water rates much like the Sewer Commission did once their reserves hit an overly healthy balance. The water commission reviews and adjusts water rates and fees annually with a goal of having a decent reserve fund balance of +/- \$450 - \$500K. With regard to the Chlorine Booster station, it has been estimated to cost around \$500,000 to \$600,000 and has been factored into the \$12.8 Million Dollar budget estimate for the Groton Option. Please note that the Pepperell Option will also require a chlorine booster station.

2. ***Long-term operational costs need to be understood for both alternatives, so I would like to see similar projections of rates/costs to us and Dunstable with the Pepperell solution.***

Response from Mark Haddad: As I provided in my memorandum dated July 31, 2023, it is difficult to determine what the rate impact would be as Pepperell has not determined how much assistance they will get from the State to offset the cost of the upgrade. For now, Pepperell's rate for Tier 3 is a quarterly charge of \$30, plus

\$0.100 per cubic foot. Based on these rates and anticipated water usage (worst case, including irrigation) at the High School, it is anticipated that the annual cost of water from Pepperell would be approximately \$64,000. Based on the cost of the Plant upgrade, at this time it is anticipated that this annual rate would increase by \$10,000 to cover the cost of the construction. In terms of long-term operational cost, until Pepperell finalizes their design, it will not be known what the annual operational impact will be. The same can be said for Groton as they are just now asking for design funding for PFAS treatment at the Whitney Treatment Plant. Regardless, the High School is a customer and will pay the same rate for their usage as other Pepperell customers, as will Groton Water Department customers when they determine the cost/impact of their PFAS treatment costs.

3. *I would like to see in writing what we estimate the cost will be to provide bottled water to the high school AND to the affected properties (how many are there?), and how long we expect to need to provide that.*

Response from Dr. Laura Chesson: I will update this answer on Monday.

4. *I also want to see the cost of trucking water in for irrigation, and length of time we anticipate needing that, for both options.*

Response from Dr. Laura Chesson: The cost of irrigation is estimated to be \$100,000 annually. Under the Regional Option, the School District anticipates this cost to be absorbed in Fiscal Year 2024 and Fiscal Year 2025. Under the Groton Option, depending on permitting, it is anticipated that this cost will be absorbed in Fiscal Years 2024, 2025 and 2026. However, there is an outside chance that the new line could be permitted, designed and constructed by Spring 2025, which will eliminate the need to spend these funds in Fiscal Year 2026 (Beginning July 1, 2025).

5. *Recognizing that the long-term cost of the Groton solution may make it the better choice for Groton, how will we rectify the fact that the Groton Choice is dramatically worse for Dunstable?*

Response from Mark Haddad: This will be very difficult to rectify. As I stated in my July 31st memorandum, the cost of the two solutions for Dunstable is as follows: Regional Option - \$1,951,021, or \$65,034 annually; Groton Option - \$2,944,211, or \$98,140 annually. This is a difference of \$33,106 annually, or \$993,190 over thirty years. The Chair of the Dunstable Water Commission has stated for the record that he will oppose any solution that costs Dunstable more money, and I assume the Dunstable Select Board will take a similar stance. The \$33,106 is a significant issue for the finances of Dunstable. One potential way to address this is that the \$1 million commitment from the Groton Water Commission can be used to pay the additional cost to Dunstable for the Groton Option and not lower the overall cost to Groton Taxpayers for the Groton Option, which is estimated to be \$9,856,982, or \$328,564, (\$0.13 increase to tax rate and cost the average tax payer, \$82.42 annually, or total of \$2,472.60 over 30 years). Dunstable would then pay the same amount for the Groton Option as they would for the Regional Option (\$65,034).

6. *What are the implications for cost/timing of the Groton option if Dunstable refuses to sign an IMA over use of Mirick O'Connell for Town Counsel? What will we do to obtain legal advice for Groton?*

Response from Mark Haddad: When I was in process of developing my recommendation, I worked closely with the Town Administrator of Dunstable. From the onset, we agreed that the cost share for this project would follow the Regional School Agreement in which capital costs are paid by member Towns based on a five-year rolling average of the student population of the district or particular school building (currently 77% to Groton and 23% for Dunstable). This made sense based on the fact that if the District managed this project, that is how the costs would be determined. A question arose from a member of the Select Board on how Dunstable would approve this project with Groton managing it. An Intermunicipal Agreement (IMA) would need to be negotiated

between the two towns, which would require legal representation. Since Brian Falk serves as Town Counsel to both Groton and Dunstable, we determined that an IMA between Groton, Dunstable and the Regional School District would allow Attorney Falk to provide legal support. Since we did not anticipate any controversy with my recommendation to the Select Board, this was a simple solution for legal representation. If Dunstable refuses to support an IMA for legal services because they oppose the proposed solution to solve PFAS at the High School, we would not be able to use Attorney Falk. There would be two options moving forward:

Option #1 – Groton retains separate Counsel. This could be quite costly as we would need to bring a new Attorney up to speed on the issue and it would be safe to assume that the hourly rate would be more than the current rate we pay Mirick O’Connell. It would be unknown if there would be a protracted legal battle with Dunstable, but the project would be delayed and the cost to the District for irrigation, bottled water and testing would go on.

Option #2 – Groton no longer manages the project and we turn it back over to the School District to manage. This would require both the Groton Town Meeting and Dunstable Town Meeting to approve the decision of the School Committee to address the PFAS issue at the High School. This would most certainly lead to a delay as Dunstable does not usually hold a Town Meeting in the Fall and a final determination would not be made until next Spring. We would miss out on this year’s SRF Funding.

Either option would be more costly for both Groton and Dunstable.

I hope you find this information helpful. I look forward to discussing this in more detail at the August 14th Select Board Meeting.

MWH/rjb

cc: Finance Committee
Dr. Laura Chesson, GDRSD Superintendent
Sherry Kersey, GDRSD Director of Business
Board of Water Commissioners
Board of Health

Devon Gaughan

EDUCATION

Mount Wachusett Community College, Gardner MA — Associates

January 2021- June 2024 (expected graduation date)

Academic Sophomore pursuing an Associates degree in Criminal Justice.

ConVal Regional High School — High School Degree

August 2016 - May 2018

SKILLS

Leading groups.
Working with others.
Helping others.
Organization.
Time Management.
Critical Thinking.
Advocacy.

EXPERIENCE

CareWell Urgent Care, Fitchburg, MA - Front Desk Registration

January 2023 - Current

- Worked at the fitchburg urgent care location, which includes;
- Creating a welcoming environment for patients.
- Work alongside medical professionals.
- Handling of protected patient information.
- Collect and deposit money from copays
- Organization of all protected paperwork

Allied Universal, Leominster, MA — Lead Security Officer

June 2022 - December 27 2022

- Works as the security shift leader at UMASS Medical Center- Leominster Campus, which included:
- Assigns coworkers job positions and rotation schedule.
- Ensures all coworkers are meeting job requirements.
- Responsible for ensuring the accessibility of all exits and entrances.
- Provide accessible PPE for hospital patrons.
- Screen patrons for security concerns ej. weapons.
- Monitors various hospital units such as mental health and responds for assistance when necessary.

DCR Of Massachusetts, Natick, MA — Seasonal Laborer

July 2020 - September 2021

- Maintained the grounds which included:
- Mowed, Loamed, Chopped Trees, Replaced Grills, Mulched
- Landscaped multiple locations
- Ensured all bathrooms were clean and sanitary for public use.

Other work history includes:

- UPS- Package Handler
- Archer Security- Security Officer
- Canessentials- Package Handler

Town of Groton
General Fund Statement of Revenues & Expenditures
June 30, 2023

	Current Budget FY23	July - June Actual FY23	Variance to FY23 Budget	4th Qtr % of Budget	Final FY22 Budget	July - June Actual FY22	4th Qtr Variance to FY22 Budget	4th Qtr % of Budget	% of Budget Change
Revenue									
State Aid (Lottery/Exempts/Van)	1,077,749	1,156,850	79,101	107.34%	1,014,099	1,039,205	25,106	102.48%	104.74%
Motor Vehicle/Boat Excise	1,778,290	1,929,500	151,210	108.50%	1,738,094	1,844,521	106,427	106.12%	102.24%
Local Option Meals Tax	250,000	242,074	(7,926)	96.83%	175,000	215,759	40,759	123.29%	78.54%
Local Option Room Occupancy Tax	100,000	174,676	74,676	174.68%	75,000	136,445	61,445	181.93%	96.01%
Penalties and Interest on Taxes	110,000	180,735	70,735	164.30%	120,000	157,400	37,400	131.17%	125.26%
Payments in Lieu of Taxes	300,000	340,705	40,705	113.57%	265,000	298,231	33,231	112.54%	100.92%
Groton Hill Music Ticket Fee	0	21,148	21,148	#DIV/0!	0	0	0	#DIV/0!	#DIV/0!
Other Charges for Service (Dunst)	90,000	93,523	3,523	103.91%	82,000	81,746	(254)	99.69%	104.23%
Country Club Revenue	605,267	794,369	189,102	131.24%	600,000	739,701	139,701	123.28%	106.46%
Fees (incl Van vouchers)	385,446	420,806	35,360	109.17%	340,000	428,207	88,207	125.94%	86.68%
Rentals (Cell Towers)	32,000	81,409	49,409	254.40%	28,000	47,304	19,304	168.94%	150.59%
Other Departmental Revenue	775,000	834,488	59,488	107.68%	775,000	780,772	5,772	100.74%	106.89%
Licenses and Permits	315,681	800,579	484,898	253.60%	300,000	537,500	237,500	179.17%	141.54%
Fines and Forfeits	10,000	11,786	1,786	117.86%	20,000	16,289	(3,711)	81.45%	144.70%
Investment Income	50,000	421,136	371,136	842.27%	40,000	41,957	1,957	104.89%	803.00%
Misc Non-recurring (State Aid)	6,936	6,936	0	100.00%	0	0	0		
Misc (WC Reimb/Opioid & Other)	0	58,574	58,574	#DIV/0!	0	131,983	131,983	#DIV/0!	#DIV/0!
Enterprise Allocation for Indirects	291,664	291,583	(81)	99.97%	271,148	273,790	2,642	100.97%	99.01%
Real Estate and Personal Prop	39,160,747	39,116,511	(44,236)	99.89%	36,277,152	36,386,848	109,696	100.30%	99.59%
Total Revenue	45,338,780	46,977,388	1,638,608	103.61%	42,120,493	43,157,658	1,037,165	102.46%	101.12%
Expenditures (Operating Expenses)									
General Government	2,765,909	2,514,781	251,128	90.92%	2,583,655	2,372,609	211,046	91.83%	99.01%
Public Safety General Fund**	4,785,213	4,699,055	86,158	98.20%	4,461,664	4,378,645	83,019	98.14%	100.06%
Department of Public Works	2,511,616	2,426,749	84,867	96.62%	2,256,398	2,360,432	(104,034)	104.61%	92.36%
Culture, Rec, & Citizen's Svcs	1,979,752	1,943,220	36,532	98.15%	1,705,507	1,668,759	36,748	97.85%	100.31%
Employee Benefits and Other*	4,550,663	4,526,877	23,786	99.48%	4,310,992	4,290,300	20,692	99.52%	99.96%
Total Operating Expenses	16,593,153	16,110,682	482,471	97.09%	15,318,216	15,070,745	247,471	98.38%	98.69%
Expenditures (Non -Operating Exp.)									
Special Articles Voted for Current Yr	997,120	448,721	548,399	45.00%	761,900	453,548	308,352	59.53%	75.59%
PY Articles/Enc(SeeUse of Enc Below)	652,820	352,774	300,046	54.04%	560,887	227,289	333,598	40.52%	133.37%
Education	26,189,285	26,189,285	0	100.00%	25,047,906	25,047,906	0	100.00%	100.00%
Debt Service	3,618,172	3,614,162	4,010	99.89%	1,912,869	1,907,807	5,062	99.74%	100.15%
Intergovernmental (State Offsets)	95,249	95,249	0	100.00%	97,077	97,077	0	100.00%	100.00%
Total Non - Operating Expenses	31,552,646	30,700,191	852,455	97.30%	28,380,639	27,733,627	647,012	97.72%	99.57%
Excess (Deficiency) Before OFS&U	(2,807,019)	166,515	2,973,534	-5.93%	(1,578,362)	353,286	1,931,648	-22.38%	26.50%
Other Financing Sources									
Transfers from Other Funds	1,904,250	1,904,250	0	100.00%	1,145,298	1,207,287	(61,989)	105.41%	94.87%
Use of Avail. Funds: Encumbrances	652,820	352,774	(300,046)	54.04%	549,285	227,289	321,996	41.38%	130.59%
Avail. Funds: F. C./Overlay Surplus	804,705	724,048	(80,657)	89.98%	595,001	595,001	0	100.00%	89.98%
Total OFS	3,361,775	2,981,072	(380,703)	88.68%	2,289,584	2,029,577	260,007	88.64%	100.05%
Other Financing Uses									
Overlay & Deficits to be Raised	229,560	229,560	0	100.00%	370,954	370,954	0	100.00%	100.00%
Transfers to Other Funds	325,196	325,196	0	100.00%	340,268	340,268	0	100.00%	100.00%
Total OFU	554,756	554,756	0	100.00%	711,222	711,222	0	100.00%	100.00%
Excess (Deficiency) Incl. OFS&U	0	2,592,831	2,592,831		0	1,671,641	1,671,641		

**\$322,547 = Dispatch Grants Awarded for FY23, \$304,146 offset to Dispatch Budget thru 6/30/23

**\$291,620 = Dispatch Grants Awarded for FY22, \$257,751 offset to Dispatch Budget thru 6/30/22

Town of Groton
General Fund Statement of Revenues & Expenditures
June 30, 2023

	Current Budget FY23	July - June Actual FY23	Variance to FY23 Budget	4th Qtr % of Budget	Final FY22 Budget	July - June Actual FY22	4th Qtr Variance to FY22 Budget	4th Qtr % of Budget	% of Budget Change
Salaries/Wages Expenditures by Function of Government									
General Government:									
BOS/Town Manager	359,619	354,711	4,908	98.64%	347,495	346,701	794	99.77%	98.87%
Accountant	154,045	154,046	(1)	100.00%	147,273	147,273	0	100.00%	100.00%
Assessors	150,831	150,353	478	99.68%	142,963	141,149	1,814	98.73%	100.96%
Treasurer/Collector	216,235	216,232	3	100.00%	215,457	213,870	1,587	99.26%	100.75%
Personnel	87,984	87,983	1	100.00%	82,822	82,822	0	100.00%	100.00%
Information Technology	183,250	183,175	75	99.96%	174,801	173,924	877	99.50%	100.46%
Town Clerk/Elections	204,707	204,614	93	99.95%	162,394	160,650	1,744	98.93%	101.03%
Land Use Conservation Comm.	73,971	73,972	(1)	100.00%	69,481	69,481	0	100.00%	100.00%
Land Use Inspection Services	220,329	215,305	5,024	97.72%	198,438	196,327	2,111	98.94%	98.77%
Land Use (Planning)	89,236	89,237	(1)	100.00%	84,016	84,016	0	100.00%	100.00%
Total General Government	1,740,207	1,729,628	10,579	99.39%	1,625,140	1,616,213	8,927	99.45%	99.94%
Public Safety:									
Police Department	2,371,593	2,350,642	20,951	99.12%	2,251,172	2,247,609	3,563	99.84%	99.28%
Fire Department/EMS	1,455,370	1,426,066	29,304	97.99%	1,278,821	1,274,806	4,015	99.69%	98.29%
Dispatch (paid from Gen Fund) **	445,359	444,288	1,071	99.76%	453,497	453,495	2	100.00%	99.76%
Animal Cntrl/Dog Officer	19,164	19,164	0	100.00%	19,164	19,164	0	100.00%	100.00%
Total Public Safety	4,291,486	4,240,160	51,326	98.80%	4,002,654	3,995,074	7,580	99.81%	98.99%
Department of Public Works:									
Municipal Buildings	159,057	156,174	2,883	98.19%	150,672	150,671	1	100.00%	98.19%
Highway	870,898	870,894	4	100.00%	799,241	798,836	405	99.95%	100.05%
Snow & Ice	171,937	171,937	0	100.00%	140,000	154,236	(14,236)	110.17%	90.77%
Parks	17,481	13,804	3,677	78.97%	21,017	15,817	5,200	75.26%	104.93%
Solid Waste	150,995	145,954	5,041	96.66%	142,722	140,322	2,400	98.32%	98.31%
Total DPW	1,370,368	1,358,763	11,605	99.15%	1,253,652	1,259,882	(6,230)	100.50%	98.66%
Culture, Rec. & Citizen's Svcs:									
COA/COA Van	266,772	266,362	410	99.85%	175,706	174,524	1,182	99.33%	100.52%
Vets Svcs/Water Safety/Graves	10,668	8,770	1,898	82.21%	10,650	9,369	1,281	87.97%	93.45%
Library	770,599	757,964	12,635	98.36%	702,982	701,936	1,046	99.85%	98.51%
Country Club	407,867	405,461	2,406	99.41%	338,961	338,869	92	99.97%	99.44%
Total Culture, Rec. & Citizen's Svcs	1,455,906	1,438,557	17,349	98.81%	1,228,299	1,224,698	3,601	99.71%	99.10%
Grand Total Salaries & Wages	8,857,967	8,767,108	90,859	98.97%	8,109,745	8,095,867	13,878	99.83%	99.14%
Benefits:									
County Retirement	2,538,910	2,538,910	0	100.00%	2,385,255	2,385,255	0	100.00%	100.00%
Health / Life Insurance *	1,829,743	1,814,711	15,032	99.18%	1,773,437	1,752,862	20,575	98.84%	100.34%
Other Benefits (Medicare/Unemplmnt)	182,010	173,256	8,754	95.19%	152,300	152,182	118	99.92%	95.27%
Total Benefits	4,550,663	4,526,877	23,786	99.48%	4,310,992	4,290,299	20,693	99.52%	99.96%
Total Salaries/Wages/Benefits	13,408,630	13,293,985	114,645	99.14%	12,420,737	12,386,166	34,571	99.72%	99.42%

** \$133,330 = Dispatch Wage Grants Awarded for FY23; \$118,841 offset to Dispatch Budget thru 6/30/23

** \$139,440 = Dispatch Wage Grants Awarded for FY22; \$119,126 offset to Dispatch Budget

Revised: 8-10-2023

Warrant, Summary, and Recommendations

TOWN OF GROTON



2023 FALL TOWN MEETING

**Groton-Dunstable Middle School Auditorium
344 Main Street, Groton, Massachusetts 01450**

Beginning Saturday, October 28, 2023 @ 9:00 AM

Attention – Voters and Taxpayers
Please bring this Report to Town Meeting

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 an electronic voting handset 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 use of the electronic voting handset. Please see page 3 of this Warrant for a full explanation of how Electronic Voting will work at Town Meeting.

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

² *Id.*

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.

Explanation of a Consent Agenda

A consent agenda is a procedure to group 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. There is a ramp providing access from the parking lot to the front door of the Middle School.

Wheelchair Accessible & Companion Seating – Wheelchair spaces, seating for people with mobility issues and companion seats are available in the center aisle on both sides of the auditorium.

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 are available near the entrance to the auditorium.

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.

**FALL TOWN MEETING WARRANT
OCTOBER 28, 2023**

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 Auditorium, 344 Main Street, Groton, Massachusetts in said Town on Saturday, the twenty-eighth day of October, 2023 at Nine O'clock in the morning, to consider all business before the Town Meeting, and on Tuesday, the seventh day of November, 2023, between the hours of 7:00 A.M. and 8:00 P.M., at a special adjourned session thereof at the following locations:

Precincts 1 & 3A	The Groton Center	Precincts 2 & 3	Middle School South Gymnasium
	163 West Main Street		346 Main Street

to give their ballot for the following Question:

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 financing the planning, designing, permitting, and constructing of a new water main from the Groton Water Distribution System to the Groton-Dunstable Regional High School and on Kemp Street and Groton Street in Dunstable and a portion of North Street in Groton in order to bring potable drinking water to the School and private homes, required for the treatment of per- and polyfluoroalkyl substances (PFAS) in said water supply sources and all other costs incidental and related thereto?

YES _____ NO _____

ARTICLE LISTINGS

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*Will be presented as one motion as a Consent Agenda

Article 1: *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:

Finance Committee:

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. Please see the Town Manager's Report starting on page 17 for additional information related to this Article.*

Article 2: *Amend the Fiscal Year 2024 Town Operating Budget*

To see if the Town will vote to amend the Fiscal Year 2024 Operating Budget as adopted under Article 5 of the 2023 Spring Town Meeting and vote to raise and appropriate and/or transfer from available funds a sum or sums of money as may be necessary to defray the expenses of the Town for Fiscal Year 2024, or to take any other action relative thereto.

Finance Committee

Select Board

Town Manager

Select Board:

Finance Committee:

Summary: *The Fiscal Year 2024 Town Operating Budget was approved at the 2023 Spring Town Meeting in May, 2023. Any changes to this Budget would have to be made prior to setting the tax rate. The purpose of this article is to make any necessary changes to balance the FY 2024 Operating Budget. Please see the Town Manager's Report starting on page __ for additional information related to this Article.*

Article 3: *Transfer Money Into the Capital Stabilization Fund*

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 added to the sum already on deposit in the Capital Stabilization Fund, or to take any other action relative thereto.

Select Board

Select Board:

Finance Committee:

Summary: As of the printing of this Warrant, the Fund has a balance of \$____. The financial management goal is to achieve and maintain a balance in the Capital Stabilization Fund equal to 1.5% of the total annual budget. The target amount for the Capital Stabilization Fund will be provided at Town Meeting. Please see the Town Manager's Report starting on page ____ for additional information related to this Article.

Article 4: Transfer Money into the Stabilization Fund

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 added to the sum already on deposit in the Stabilization Fund, or to take any other action relative thereto.

Select Board

Select Board:
Finance Committee:

Summary: As of the printing of this Warrant, the balance in this fund is \$____. The financial management goal is to achieve and maintain a balance in the Fund equal to 5% of the total annual budget. The target amount for the Fund will be provided at Town Meeting. Please see the Town Manager's Report starting on page ____ for additional information related to this Article.

Article 5: Transfer Money into the GDRSD Capital Stabilization Fund

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 added to the sum already on deposit in the Town of Groton Capital Stabilization Fund for the Groton Dunstable Regional School District, or to take any other action relative thereto.

Town Manager

Select Board:
Finance Committee:

Summary: As of the printing of the Warrant, the balance in this fund is \$____. This fund covers the Town of Groton's share of the Groton Dunstable Regional School District Committee's long-range Capital Plan to address its capital needs. The target amount will be provided at Town Meeting. Please see the Town Manager's Report starting on page ____ for additional information related to this Article.

Article 6: *Transfer Money into the Special Purpose Opioid Stabilization Fund*

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 added to the Special Purpose Opioid Stabilization Fund, or to take any other action relative thereto.

Town Manager

Select Board:

Finance Committee:

Summary: *At the 2023 Spring Town Meeting, the Town voted to establish a special purpose stabilization fund in which to collect all Opioid Abatement Funds allocated to Groton by the Commonwealth of Massachusetts. Between 2022 and 2038, Groton is expected to receive approximately \$38,300 in statewide opioid settlements reached between the Attorney General and companies or individuals that allegedly fueled the opioid crisis. The funds that were received prior to the establishment of the new stabilization fund, \$4,990.48, were certified as part of the Town's Free Cash at 6/30/23 and therefore must be specifically appropriated for transfer to this new special purpose fund. Going forward, all new opioid settlement money received will be deposited directly into the Opioid Stabilization Fund. This fund will be used (consistent with state guidelines) for opioid use prevention, harm reduction, and treatment and recovery programs.*

Article 7: *Transfer Within the 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 2023 Water Enterprise Budget, or to take any other action relative thereto.

Board of Water Commissioners

Select Board:

Finance Committee:

Summary: *This Article will seek a transfer from the Water Enterprise Fund Surplus to the Fiscal Year 2023 Water Department's General Expense for the Operating Budget for a SCADA (Supervisory Control and Data Acquisition) Upgrades at the Baddacook Pond Treatment Facility. Please see the Town Manager's Report starting on page ___ for additional information related to this Article.*

Article 8: *Construct New Water Main to Address PFAS Issue at GDRSD High School*

To see if the Town will vote to amend the vote taken under Article 12 of the 2023 Spring Town Meeting by reducing the appropriation from \$16,780,000 to \$12,900,000 for the purposes of financing the planning, designing, permitting, and constructing of a new water main from the Groton Water Distribution System to the Groton-Dunstable Regional High School and on Kemp Street and Groton Street in Dunstable and a portion of North Street in Groton in order to bring potable drinking water to the School and private homes, required for the treatment of per- and polyfluoroalkyl substances (PFAS) in said water supply sources, and all incidental and related costs, including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the Massachusetts General Laws; to determine whether this appropriation shall be raised by borrowing or otherwise; provided that any appropriation hereunder shall be subject to and contingent upon an affirmative vote of the Town to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by G.L. c. 59, §21C (Proposition 2½); or to take any other action relative thereto.

Select Board

Select Board:

Finance Committee:

Summary: *This Article is for the extension of municipal drinking water to the Groton Dunstable Regional High School and the surrounding properties in Dunstable on Groton Street and Kemp Street and on North Street in Groton. In 2021, the drinking water source was tested for PFAS/PFOS as required by the MassDEP. Measured levels at the High School were well over the Mass DEP's limits for potable drinking water and the drinking water source was removed from service. It appears that the surrounding properties have also been impacted by the PFAS contamination at the High School. A new water source for the High School and surrounding properties is necessary to address this issue. The estimated cost of this project is \$12.9 million. The Town is seeking all available Federal and State Grants to offset the cost of this water main extension. Please see the Town Manager's Report starting on page ___ for additional information related to this Article.*

Article 9: *Water Supply System at 500 Main Street and Taylor Street*

To see if the Town will vote to raise and appropriate, transfer from available fund and/or borrow, pursuant to any applicable statute, a sum or sums of money for the design, bid specifications, bidding, construction and construction administration of a water supply system at 500 Main Street and Taylor Street, or to take any other action relative thereto.

Board of Water Commissioners

Select Board:

Finance Committee:

Summary: *This article will allow the Select Board to borrow \$1,225,000 for the design and construction of a water supply system at 500 Main Street and Taylor Street. The Town would borrow these funds contingent upon a successful award of a Mass Works Grant from the Commonwealth of Massachusetts. Said funds shall not be expended unless the grant is awarded to the Town of Groton.*

Article 10: *Design Services for PFAS Treatment at Whitney Pond Treatment Facility*

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 for the Engineering Design Services for a PFAS Treatment Facility at the Whitney Pond Water Treatment Facility, or to take any other action relative thereto.

Board of Water Commissioners

Select Board:

Finance Committee:

Summary: *This article allows the Board of Water Commissioners to borrow the necessary funds, to be raised through water rates, for the Design Engineering Services for a future PFAS Treatment Works at the Whitney Pond Water Treatment Facility.*

Article 11: *Adopt M.G.L., c.53, §9A - Nomination Papers for Cities or Towns*

To see if the Town will vote to accept the provisions of Massachusetts General Laws, Chapter 53, §9A, stating, in part, that the final date for obtaining blank nomination papers for nomination to city or town office shall be forty-eight week day hours prior to the hour on which nomination papers are required to be submitted to the registrars of voters for certification, or to take any other action relative thereto.

TOWN CLERK

Select Board:

Finance Committee:

Summary: *The Town has for many years followed MGL c 53 § 9A which sets certain provisions for obtaining nomination papers, which includes a deadline to obtain blank nomination papers for the local town election. The deadline set forth in the law is forty-eight (48) week day hours prior to the hour in which nomination papers are due to the Board of Registrars. This article seeks permission to formally adopt this section of the law.*

Article 12: Amend Town Charter – Article 6, Section 6.4.1

To see if the Town will vote to authorize the Select Board to petition the General Court of the Commonwealth of Massachusetts for a special act that would amend the Groton Town Charter as follows:

An Act Relative to the Charter in the Town of Groton

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

Section 1. The charter of the town of Groton, which is on file in the office of the archivist of the commonwealth as provided in section 12 of chapter 43B of the general laws, is hereby amended by striking out section 6.4.1 and inserting in place thereof the following:

6.4.1 Budget Process - The select board, the town manager, the department of finance and the finance committee shall meet annually not later than October 31 to determine the budgetary goals for the subsequent fiscal year. The town manager shall, after that meeting but not later than January 31, submit to the finance committee and the select board a proposed budget for the next fiscal year that shall be accompanied by a budget message, a summary and supporting documents that follow the agreed-upon budget goals. The proposed budget shall be balanced.

Section 2. This act shall take effect upon its passage.

provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments thereto before enactment by the General Court, which amendments shall be within the public purposes of said petition; or to take any other action relative thereto.

Select Board
Finance Committee
Groton Dunstable Regional School District Committee
Town Manager

Select Board:
Finance Committee:

Summary: *The Charter requires the Town Manager to submit a balanced budget for the subsequent fiscal year to the Finance Committee and Select Board by December 31st. Unfortunately, this deadline does not allow the Town Manager to have a realistic assessment from the Groton Dunstable Regional School District and the Nashoba Valley Technical Regional School District within the proposed budget as those two organizations do not complete their budget process until the Spring. By extending the deadline by one month, the Town Manager will have more time to work with the two Regional School Districts to provide a more realistic estimate in the Proposed Operating Budget.*

Article 13: *Sale or Lease of Parcel 249-51 Hoyts Wharf Road*

To see if the Town will vote to authorize the Select Board sell and/or lease, for a period not to exceed 99 years, Parcel 249-51, located on Hoyts Wharf Road and consisting of approximately 10.4 acres, and to take all necessary action to comply with the General Laws of the Commonwealth for the disposal of said land, and to petition the General Court for any necessary special legislation, or to take any other action relative thereto.

Select Board

Select Board:
Finance Committee:

Summary: *Heritage Landing LLC, developer of the proposed MGL 40B comprehensive permit project on Parcel 248-42, has proposed a residential homeownership development to include 40 houses, 10 of which will be deed restricted affordable units eligible to be placed on the Town of Groton's Subsidized Housing Inventory. To benefit its project, Heritage Landing LLC seeks to have the Town of Groton permanently restrict a portion of the Town's publicly owned land on Parcels 249-51 and 249-57. The restricted area totals approximately 14.5 acres and will benefit Parcel 248-42. Said restriction will be permanent in duration and include a perpetual easement for the Groton Board of Health to ensure maintenance of the property in its agreed upon restricted state. The Select Board has been asked to execute a Grant of a Title 5 Nitrogen Loading Restriction and Easement on Nitrogen Credit Land. Heritage Landing LLC has stated its intention to use the Nitrogen Credit Land to satisfy both Title 5 septic requirements and Natural Heritage Endangered Species Program requirements.*

Article 14: *Sale or Lease of Parcel 249-57 Cow Pond Brook Road*

To see if the Town will vote to authorize the Select Board sell and/or lease, for a period not to exceed 99 years, Parcel 249-57, located on Cow Pond Brook Road and consisting of approximately 24 acres, and to take all necessary action to comply with the General Laws of the Commonwealth for the disposal of said land, and to petition the General Court for any necessary special legislation, or to take any other action relative thereto.

Select Board

Select Board:
Finance Committee:

Summary: *Please see summary for Article 13 for an explanation of this Article.*

Article 15: *Create Revolving Fund for Center Building Monitor*

To see if the Town will vote to amend Section 71-1 of the Town of Groton Bylaws (entitled "Funds Established", by inserting the following amendment establishing a new revolving funds, to follow after the "Senior Center Fitness Equipment" revolving fund:

<u>Program or Purpose</u>	<u>Representative or Board Authorized to Spend</u>	<u>Departmental Receipts</u>
Center Building Monitor	Council on Aging Director	User fees received for use of building monitoring

and, further, to amend Section 71-2 (entitled "Limitation on or increase in expenditures) by adding the following text to the end of the existing text: "The second paragraph of Massachusetts General Law Chapter 40, §3 is accepted to allow any balance in the Center Building Monitoring Revolving Account at the close of each fiscal year to remain available for expenditure, without appropriation for such purposes in future years."

or to take any other action relative thereto.

***Town Manager
Council on Aging Director***

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

Summary: *This Article creates a new revolving funds to pay for a Building Monitor at the Center in West Groton. Interest in renting the Center is at an all-time high. Fees collected for the rental of the Center will go into this Revolving Fund and will be used to pay the wages of the Building Monitor.*

Article 16: *Annual Spending Limit for Revolving Fund*

To see if the Town will vote, pursuant to the provisions of G.L. c. 44 sec 53E½ and the Revolving Fund Bylaw, to set the FY 2024 spending limits on the following revolving funds as follows:

Program or Purpose	FY 2024 Spending Limit
Center Building Monitor	\$20,000

or take any other action relative thereto.

Town Manager

Select Board:
Finance Committee:

Summary: *The purpose of this Article is to set the annual spending limits on the newly created Revolving Fund Accounts at \$20,000.*

Article 17: *Accept Monarch Path as a Town Way*

To see if the Town will vote to accept Monarch Path as a public way, as recommended by the Planning Board and laid out by the Select Board and as shown on a plan entitled "Right-of-Way As-Built of Monarch Path, Groton, Massachusetts, Owned by Ebrahim Masalehdan", prepared by TFM Civil Engineers, Bedford, NH for Ebrahim Masalehdan, dated May 2, 2022, and on file with the Town Clerk; to authorize the Select Board to acquire, by gift, purchase or eminent domain such land and easements for the creation, maintenance and operation of a public way, including but not limited to easements for access, grading, drainage, sloping, construction and utilities, in all or any portions of such way and the parcels on such way, or to take any other action relative thereto.

Select Board

Select Board:
Finance Committee:

Summary: *To accept Monarch Path as a public way.*

Article 18: *Accept Cherry Tree Lane as a Town Way*

To see if the Town will vote to accept Cherry Tree Lane as a public way, as recommended by the Planning Board and laid out by the Select Board and as shown on a plan entitled "Road As-Built Plan of Land in Groton, Massachusetts for Academy Hills, LLC", prepared by Stamski and McNary, Inc, 1000 Main Street, Acton, Massachusetts, dated June 27, 2023, and on file with the Town Clerk; to authorize the Select Board to acquire, by gift, purchase or eminent domain such land and easements for the creation, maintenance and operation of a public way, including but not limited to easements for access, grading, drainage, sloping, construction and utilities, in all or any portions of such way and the parcels on such way, or to take any other action relative thereto.

Select Board

Select Board:
Finance Committee:

Summary: *To accept Cherry Tree Lane as a public way.*

Article 19: *Accept Fieldstone Drive as a Town Way*

To see if the Town will vote to accept Fieldstone Drive as a public way, as recommended by the Planning Board and laid out by the Select Board and as shown on a plan entitled "Road As-Built Plan of Land in Groton, Massachusetts for Academy Hills, LLC", prepared by Stamski and McNary, Inc, 1000 Main Street, Acton, Massachusetts, dated June 27, 2023, and on file with the Town Clerk; to authorize the Select Board to acquire, by gift, purchase or eminent domain such land and easements for the creation, maintenance and operation of a public way, including but not limited to easements for access, grading, drainage, sloping, construction and utilities, in all or any portions of such way and the parcels on such way, or to take any other action relative thereto.

Select Board

Select Board:

Finance Committee:

Summary: *To accept Fieldstone Drive Lane as a public way.*

Article 20: *Accept Arbor Way as a Town Way*

To see if the Town will vote to accept Arbor Way as a public way, as recommended by the Planning Board and laid out by the Select Board and as shown on a plan entitled "Road As-Built Plan of Land in Groton, Massachusetts for Academy Hills, LLC", prepared by Stamski and McNary, Inc, 1000 Main Street, Acton, Massachusetts, dated June 27, 2023, and on file with the Town Clerk; to authorize the Select Board to acquire, by gift, purchase or eminent domain such land and easements for the creation, maintenance and operation of a public way, including but not limited to easements for access, grading, drainage, sloping, construction and utilities, in all or any portions of such way and the parcels on such way, or to take any other action relative thereto.

Select Board

Select Board:

Finance Committee:

Summary: *To accept Arbor Way as a public way.*

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 9th Day of October in the year of our Lord Two Thousand Twenty-Three.

Peter S. Cunningham
Peter S. Cunningham, Chair

John F. Reilly
John F. Reilly, Vice Chair

Alison S. Manugian
Alison S. Manugian, Clerk

Rebecca H. Pine
Rebecca H. Pine, Member

Matthew F. Pisani
Matthew F. Pisani, 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

**REPORT OF THE TOWN MANAGER
TO THE 2023 FALL TOWN MEETING**

Respectfully submitted,

Mark W. Haddad

Mark W. Haddad
Town Manager

Town of Groton
Board of Selectmen
173 Main Street
Groton, MA 01450

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RESIDENTIAL POSTAL PATRON GROTON, MA



Office of the Town Clerk – Notary Public
Town of Groton
173 Main Street
Groton, MA 01450

Dawn E. Dunbar, Town Clerk
Phone: 978-448-1100
FAX: 978-448-2030
ddunbar@grotonma.gov

TO: Mark W. Haddad, Town Manager
FROM: Dawn Dunbar, Town Clerk
DATE: August 10, 2023
RE: November 2023 Special Election: Vote by Mail, In-Person Early Voting, Polling Hours & Estimated Cost

In advance of the proposed Special Election being called for on Tuesday, November 7, 2023 by the Select Board on Monday night, I have prepared this memo to assist with the discussion. In an effort to provide as many ways for residents to vote on this important ballot question, I would like to propose the following:

- **Vote by Mail:** The Town Clerk's office had a number of voters earlier this year opt to receive ballots by mail for any election being held this calendar year. We would like to be able to offer this as an option for this election also. Voters can request a ballot by mail any time between now and 5:00pm on Tuesday, October 31, 2023. Ballots would need to be received by the close of polls on Tuesday, November 7, 2023.
- **In-Person Early Voting:** The Votes Act of 2022 states that in order to offer in-person early voting for a town election, at least (two) 2 members of the Board of Registrars would need to vote to recommend this option. The Board of Registrars met on Thursday, August 10th at 9:00am and voted unanimously to recommend that the Select Board authorize in-person early voting for this election. They felt it was important to provide as many ways as possible for voters to vote on this ballot question.

If the Select Board agrees with authorizing in-person early voting, they would need to vote to set the location and hours in which this would be available. I would like to recommend that the Town Clerk's Office at Town Hall be designated as the location and that the following hours be set:

- Monday, October 30, 2023 – 8:00am-7:00pm
- Tuesday, October 31, 2023 – 8:00am-4:00pm
- Wednesday, November 1, 2023 – 8:00am-4:00pm
- Thursday, November 2, 2023 – 8:00am-4:00pm
- Friday, November 3, 2023 – 8:00am-1:00pm
- Saturday, November 4, 2023 – 8:00am-2:00pm



Office of the Town Clerk – Notary Public
Town of Groton
173 Main Street
Groton, MA 01450

Dawn E. Dunbar, Town Clerk
Phone: 978-448-1100
FAX: 978-448-2030
ddunbar@grotonma.gov

Because there is a non-budgeted cost associated with holding in-person early voting, I would like to further propose that the Town Clerk's office staff be allowed to facilitate this process, instead of utilizing poll workers as I believe that the staff can handle the potential volume of voters we could see. We will be able to check in voters using the new poll pads we will have for this election right at the counter and could set up a couple of voting booths in the lobby also eliminating the need to reserve the first-floor meeting room for the entire week.

- **Poll Hours:** I would like to propose a reduced polling hours schedule of 9:00am-5:00pm for this special election. If the Board agrees to authorize in-person early voting and vote by mail, I believe we would be providing adequate opportunities for voters to cast a ballot. This will allow me the ability to schedule one shift of poll workers (8-hour shift) and again help to reduce the un-budgeted cost for this election.

In an effort to provide you with as much special election historical data as I can, please see the below:

Date of Special Election	Question on Ballot	Voter Turnout %
November 5, 2002	Selectmen Seat Vacancy; Gibbet Hill Debt Exclusion	72%
October 7, 2008	Prop 2½ debt exclusion for purchase of land for new GD Regional High School	13%
April 1, 2014	Prop 2½ debt exclusion for construction of new Center Fire Station	26.7%
June 30, 2016	Request to assess an additional \$812,013 in real estate & personal property tax for funding the operational budget of the Town and GDRSD.	26.95%
November 6, 2018	Zoning Bylaw to Ban Certain Uses of Recreational Marijuana	69%

Note: In-person early voting and vote by mail was not an available option for these past special elections.



Office of the Town Clerk – Notary Public
Town of Groton
173 Main Street
Groton, MA 01450

Dawn E. Dunbar, Town Clerk
Phone: 978-448-1100
FAX: 978-448-2030
ddunbar@grotonma.gov

- **Cost:** The estimated cost to hold a special election, based on what we have spent on a town election most recently is as follows:

Item	Estimated Cost
Ballot printing & ballot machine card programming	\$3,000
Automark ballot machine card programming	\$810
Main Street banner changes	\$200
Election workers wages	\$2,500
Extra hours for Assistant Town Clerks	\$450
Ballot information booklet printing & mailing	\$3,500
Total estimate:	\$10,460

Note: All estimated costs, with the exception of the ballot information booklet, is what we spent to hold the Spring 2023 Town Election. The last ballot information booklet we printed and mailed was in May 2022.

Thank you in advance for your time and consideration of these proposals. I look forward to meeting with you and the Select Board on Monday, August 14th.



Town Manager
Mark W. Haddad

TOWN OF GROTON

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

SELECT BOARD

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

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Megan Donovan, Friends of Prescott, Inc.

Applicant's Address: 145 Main St. #104, Groton, MA 01450

Applicant's Contact Information: 978-877-6933 / executivedirector@prescottscc.org
Telephone # E-Mail Address

Organization Name: Friends of Prescott, Inc

Name of Event: Board Orientation Workshop

Description of Event: private meeting for board member orientation

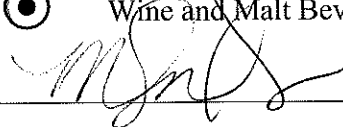
The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: August 29, 2023

Hours of Event: 5:00 pm - 9:00 pm

Location of Event: Prescott Community Center

License For: ☐ All Alcoholic Beverages - Issued only to a non-profit organization
☒ Wine and Malt Beverages Only

Applicant's Signature:  Date: 7/31/23

A completed application, along with a copy of the Applicant's Certificate of Insurance naming the Town of Groton as additionally insured, should be submitted to the Select Board's Office along with payment in the form of a bank or certified check in the amount of \$50.00 for All Alcohol License or \$40.00 for Wine and Malt Beverages Only made payable to the Town of Groton. Groton Select Board approval is required at a public meeting of the Board.

Please submit the application, certificate of insurance and payment at least 3 weeks in advance of the event for which the license is being applied.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles S Nikopoulos Ins Agcy, Inc. PO Box 671 206 Ayer Road Harvard, MA 01451	CONTACT NAME: Charles S Nikopoulos PHONE (A/C, No, Ext): 978-456-9700 FAX (A/C, No): 978-456-9170 E-MAIL ADDRESS: Info@nikinsurance.com														
INSURED Friends of Prescott, Inc 145 Main Street, Suite 104 Groton, MA 01450	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Harleysville Preferred Insurance Co.</td><td>35696</td></tr><tr><td>INSURER B : The Hartford/Twin City Fire Insurance Co</td><td>29459</td></tr><tr><td>INSURER C : First Comp Ins. Co.</td><td>35513</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Harleysville Preferred Insurance Co.	35696	INSURER B : The Hartford/Twin City Fire Insurance Co	29459	INSURER C : First Comp Ins. Co.	35513	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		MPA0000002710BK	09/20/22	09/20/23	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Liquor Liability						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:						Liquor Liability	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		MWC0205676-01	11/06/22	11/06/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 500,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 500,000	
	E.L. DISEASE - POLICY LIMIT						\$ 500,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
B	Directors & Officers			08KM0331872-22	09/10/22	09/10/23	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All special events are covered under the General Liability policy. Town of Groton is added as additional insured with respects to the General Liability and Liquor Liability.
Board Orientation Meeting being hosted on August 29, 2023 5-9PM

CERTIFICATE HOLDER Town of Groton 173 Main Street Groton, MA 01450	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Town Manager
Mark W. Haddad

TOWN OF GROTON

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

SELECT BOARD

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

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Megan Donovan, Friends of Prescott, Inc.

Applicant's Address: 145 Main St. #104, Groton, MA 01450

Applicant's Contact Information: 978-877-6933 / executivedirector@prescottscc.org
Telephone # E-Mail Address

Organization Name: Friends of Prescott, Inc

Name of Event: Open Mic Night

Description of Event: Live performances by local musicians

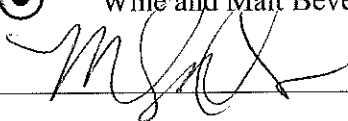
The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: September 8, 2023

Hours of Event: 6:00 pm - 10:00 pm

Location of Event: Prescott Community Center

License For: ☐ All Alcoholic Beverages - Issued only to a non-profit organization
☒ Wine and Malt Beverages Only

Applicant's Signature:  Date: 7/21/23

A completed application, along with a copy of the Applicant's Certificate of Insurance naming the Town of Groton as additionally insured, should be submitted to the Select Board's Office along with payment in the form of a bank or certified check in the amount of \$50.00 for All Alcohol License or \$40.00 for Wine and Malt Beverages Only made payable to the Town of Groton. Groton Select Board approval is required at a public meeting of the Board.

Please submit the application, certificate of insurance and payment at least 3 weeks in advance of the event for which the license is being applied.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/23

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PRODUCER Charles S Nikopoulos Ins Agcy, Inc. PO Box 671 206 Ayer Road Harvard, MA 01451	CONTACT NAME: Charles S Nikopoulos PHONE (A/C, No, Ext): 978-456-9700 FAX (A/C, No): 978-456-9170 E-MAIL ADDRESS: Info@nikinsurance.com														
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Liquor Liability						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:						Liquor Liability	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		MWC0205676-01	11/06/22	11/06/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 500,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 500,000	
	E.L. DISEASE - POLICY LIMIT						\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						Aggregate	1,000,000
B	Directors & Officers			08KM0331872-22	09/10/22	09/10/23		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All special events are covered under the General Liability policy. Town of Groton is added as additional insured with respects to the General Liability and Liquor Liability.

Open Mic Night being hosted on Septmeber 8, 2023 6-10 PM

CERTIFICATE HOLDER**CANCELLATION**

Town of Groton
173 Main Street
Groton, MA 01450

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Sustainability Commission

Number of Members	Method of Selection	Length of Term	Remuneration
12	Appointed	Yearly	None

Preamble: Many of the effects of the worsening global climate crisis are already evident in our region and in the town of Groton and are growing. This increases the urgency of the Commission's role in helping guide and act as a resource for the Town that balances our environmental sustainability with maintaining our economic and social vitality.

Purpose: The purpose of the Sustainability Commission is to focus and coordinate the Town's sustainability efforts and to provide guidance and expertise for the Town to become a measurably more sustainable community.

Responsibilities: The responsibilities of the Commission encompass assisting all generations of residents, town agencies and boards in the planning and implementation of their activities in a way that maximizes preservation of natural resources, including climate, and integrates climate resilience and adaptation where appropriate

Those include:

- Providing sustainability materials and advice to influence Town plans, policies, operations, and bylaws to ensure that increasing sustainability and resilience to climate change is a guiding principle.
- Identifying key resources and finding and developing deep expertise in the key aspects of community sustainability and climate resilience.
- Raising awareness regarding the challenges of climate change and actions that could/should be taken for the public and Town officials and boards through outreach, education, and involvement.
- Developing a clearinghouse of useful sustainability/resilience information and pointers to other experts for use by Town officials and residents
- Identifying key sustainability metrics for Groton, measuring them to monitor progress, and providing recommendations to Town officials for meeting State requirements and Town goals.
- Identifying potential Federal, State, Regional, and private funding opportunities for projects to further the Town's sustainability efforts and helping prepare the grant applications for them.
- Collaborating with neighboring communities and regional partnerships to help further our progress toward sustainability, as well as other initiatives.

In the course of its work, the Sustainability Commission will establish specific programs to support these responsibilities, and the Commission will prepare and provide an Annual Report to inform the Town of the Commission's activities, accomplishments, and how well the Town is progressing toward its sustainable community goals.

Legal Authority

Local:

Approved by the Groton Select Board, August 14, 2023,



SELECT BOARD POLICY

Policy Category:	Public
Policy Number:	PUB – 2023 - XX
Latest Revision Date:	August 14, 2023

**POLICY NAME: TOWN OFFICIALS, PUBLIC MEETINGS AND VISITORS
CODE OF CONDUCT POLICY**

I. PURPOSE

The Town of Groton strives to provide public building/space that are conducive to personal safety and security and free from intimidation, threats or violent acts. These guidelines serve as the standard for achieving and maintaining a high level of public confidence, trust, and professional respect with regard to how the Town of Groton and its officials conduct business. These guidelines are intended to define and create a centralized understanding with regard to standards of conduct. The Select Board recognizes the importance of maintaining professional standards at all levels of government, including for those who volunteer their time and services on behalf of the Town. The Town maintains a zero-tolerance policy toward violence, including the threat of violence by the general public, employees, town officials and/or anyone who conducts business within the Town.

The Select Board encourages other boards and committees of the Town who are not appointed by the Select Board and/or Town Manager to adopt and follow these guidelines.

II. APPLICABILITY

These guidelines apply to all Town boards, committees and commissions whether elected or appointed by the Select Board and/or the Town Manager; and to all presiding officers, board members, committee members, commission members, public officials, and other representatives of the Town appointed by the Select Board and/or Town Manager while acting in their official capacity or while acting on behalf of the Town.



SELECT BOARD POLICY

III. CODE OF CONDUCT

All Town boards, committees and commissions whether elected or appointed by the Select Board and/or the Town Manager, public officials, representatives of the Town, employees and visitors assume the following obligations and commitments:

A. Conduct Generally and In Relation to the Community

- Remember that you represent the Town at all times.
- Demonstrate respect for the public you serve at all times.
- Conduct yourself so as to maintain public confidence in our local government.
- Recognize that the chief function of local government is to serve the best interests of all of the people. Accept your position as a means of unselfish public service and do not attempt to benefit personally, professionally, or financially from your position.
- Seek no favors and understand that personal aggrandizement or profit secured by holding these positions is often dishonest and may be unlawful.
- Conduct official business in such a manner as to give the clear impression that you cannot be improperly influenced in the performance of your official duties.
- Unless specifically exempted (e.g., executive session), conduct the business of the public in a manner that promotes open and transparent government and for members of boards/committees/commissions, maintain full compliance with the Open Meeting Law.
- Safeguard all confidential information, including, without limitation, privileged attorney-client communications.
- Comply as fully as possible with all town policies, all applicable laws, statutes and regulations, including, without limitation, the following:
 - Town of Groton Charter, Bylaws and Local Regulations
 - Massachusetts General Laws (M. G. L.) and the Code of Massachusetts Regulations (CMR)
 - The Open Meeting Law (G. L. c. 30A, §§ 18-25)
 - Procurement Laws (G. L. c. 30B)
 - The Ethics/Conflict of Interest Statute (G. L. c. 268A)
 - The Public Records Law (G. L. c. 66, § 10)



SELECT BOARD POLICY

B. Conduct on Social Media

- Board and Committee members using social media platforms (including, but not limited to: Facebook, Twitter, Instagram, YouTube, etc.) are reminded that their online persona reflects their character. Social media is not exempt from Open Meeting Law or Records Retention Law. For the purposes of individual board/committee members using social media, please note:
 - All board/committee members ("Officials") are expected and required to conduct themselves online in a manner consistent with the Town's policies and standards of conduct.
 - Officials must not reveal any confidential or privileged information about the Town, its constituents, or its contractors.
 - Officials must not harass others in contravention of the Town's Social Media Policy, Electronic Communications and Computer Usage Policy, Standards of Conduct Policy, regardless of the time, place, form, or manner in which the information is posted or transmitted. Comments may be deemed to violate this policy even if the Town's name or name(s) of any individual is not specifically referenced.
 - Officials shall be as honest and accurate as possible when posting information or news. Officials should not use social media to post rumors or conjecture about the Town, its employees, constituents, officials, suppliers, vendors, or contractors.
 - Officials may only express their personal opinions and should never represent themselves on social media as a spokesperson for the Town, unless specifically designated to do so.
 - It is recommended that officials refrain from providing public opinions on a matter before their committee, as it could be a violation of Open Meeting Law.
 - Comments include "liking" a post or other similar responses on a social media site.

C. Conduct in Relation to Town Staff

- Treat all staff as professionals and respect the abilities, experience, and dignity of each. Direct questions about Town staff or requests for additional background information to the Town Manager.
- Avoid publicly criticizing an individual employee or a department; only raise concerns about staff performance to the Town Manager through private communication.
- Ensure that all requests for staff support go through the Town Manager's office.



SELECT BOARD POLICY

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.

D. Conduct in Relation to Fellow Board/Committee/Commission Members

- Treat all fellow members of a board/committee/commission with respect, despite differences of opinion. Professional respect does not preclude honest differences of opinion but requires deference within those differences.
- Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chair should you for any reason be absent from a given meeting or be unable or unwilling to continue to serve, in accordance with the Town's Attendance at Committee Meetings Policy. Formal notice to resign from a board/commission/committee requires written notification to the Town Clerk.
- Recognize that action at official lawful meetings is binding and that you alone cannot bind the board/committee/commission outside of such meetings.
- Refrain from making statements or promises as to how you will vote on quasi-judicial matters that will come before the board until you have had an opportunity to hear the pros and cons of the issue during a public meeting.
- Make decisions only after the presentation and discussion of all facts applicable to a question.
- Uphold the intent of executive session and respect the privileged communication that exists in executive session.

E. Conduct of Visitors in Public Building/Space

- Use common courtesy when interacting with others. Avoid causing disturbances or disruptions.
- Do not attempt to intimidate, harass, bully or threaten employees, town officials and/or visitors in a public building/space. Any form of violence, including threats of violence, is strictly prohibited.
- Do not engage in any lewd or offensive behavior.
- Show respect to others, building facilities and personal property of others.
- Smoking, vaping, drinking alcohol or appearing to be under the influence of any substance is strictly prohibited.
- Visitors must adhere to the "Employees Only" signs posted in public building/space unless permission is granted by an employee to enter an office space.



SELECT BOARD POLICY

IV. GUIDELINES FOR INDIVIDUALS SPEAKING AT PUBLIC MEETINGS

- The Chair of the public body is responsible for conducting all public meetings in an orderly and peaceable manner.
- The public body may allow a public comment session during the open session of a public meeting. If public comment is posted on the meeting agenda, the session will last for no more than fifteen minutes. Each speaker during the public comment session shall be limited to a maximum of three minutes.
- Members of the public may speak only with the permission of the Chair. To maintain an orderly and peaceable meeting, all speakers must identify themselves by name and address prior to speaking.
- All remarks shall be addressed to or through the Chair or to the public body as a whole. Matters presented by speakers during a public comment session will not be debated or acted upon by the public body at the time they are presented.
- All persons addressing the public body must conduct themselves in a peaceable and orderly manner. Such persons may not make true threats of violence or incite imminent lawless conduct by others. Additionally, speakers are encouraged to refrain from making any personal, impertinent, unduly repetitive, slanderous, or profane remarks. Speakers are further encouraged to respect the views and opinions of others (including members of the public body and the general public) and to treat others as the speaker wishes to be treated. Individuals in attendance at a public meeting may not interrupt recognized speakers or members of the public body. Further, such individuals are encouraged to refrain from engaging in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language, whistling, stamping of feet, or other acts which disrupt or otherwise impede the orderly conduct of any meeting.
- If any person disrupts the proceedings of a meeting, the Chair shall give the person a clear warning to cease such disruption. If, after a clear warning, the person continues to be disruptive, the Chair may order the person to withdraw. If the person so ordered fails to withdraw, the Chair may authorize a constable or other officer to remove the person from the meeting.
- Whenever the public is allowed to participate in remote public meetings, the same rules and guidelines that apply to in-person meetings apply to their remote counterparts.



SELECT BOARD POLICY

- Comments made during public comment sessions do not reflect the views or the positions of the public body before which the member of the public is speaking. Because of constitutional free speech principles, public bodies do not have the authority to prevent or limit all speech that may be upsetting or offensive during such sessions.

V. CONCLUSION

The Town will not tolerate harassing conduct that affects business being conducted in public building/space, that interferes unreasonably with an individual's performance (whether it be an employee, board member or member of the public) or that creates an intimidating, hostile or offensive work environment. Respect must be shown for others, building facilities and personal property of others at all times. Adherence to this Code of Conduct is required by all people doing business with the Town of Groton. Violators who do not comply with this policy may be asked to leave the premises. Repeated violations may result in permanent suspension of facility privileges.

INTERMUNICIPAL AGREEMENT FOR SHARED LEGAL SERVICES

THIS AGREEMENT (this "Agreement") entered into this 14th day of August, 2023 (the "Effective Date") is by and among the **Town of Groton**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 173 Main Street, Groton, Massachusetts 01450 ("Groton"), the **Town of Dunstable**, a Massachusetts municipality acting by and through its Board of Selectmen, with a mailing address of 511 Main Street, Massachusetts 01827 ("Dunstable"), and the **Groton-Dunstable Regional School District**, Massachusetts regional school district acting by and through its Regional School Committee, with a mailing address 44 Main Street, Groton, Massachusetts 01450 (the "GDRSD"). Groton, Dunstable, and the GDRSD are collectively as the "Parties" and individually a "Party."

WHEREAS, Groton and Dunstable are parties to a regional agreement creating the GDRSD (the "Regional Agreement") and share the operational and capital costs of the GDRSD through annual assessments to each town in accordance with the Regional Agreement;

WHEREAS, the Parties seek a collective solution to a water supply issue concerning GDRSD's high school property, which would be paid for by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement;

WHEREAS, the Parties are each empowered by law to retain legal counsel for various legal services, including legal advice concerning water supply issues and related legal services, which is a proper governmental function and service;

WHEREAS, both Groton and Dunstable have separately retained the law firm of Mirick, O'Connell, DeMallie & Lougee, LLP ("Mirick O'Connell") to serve as general counsel (town counsel) to each town for the purpose of providing legal advice and representation on a variety of matters;

WHEREAS, the Parties acknowledge that they have a shared interest in a collective solution to a water supply issue concerning GDRSD's high school property, and joint legal services provided to all three Parties on this matter would minimize the Parties' legal fees;

WHEREAS, providing joint legal services to the Parties on a collective solution to a water supply issue concerning GDRSD's high school property requires certain actions and a legal agreement between the Parties in order for Mirick O'Connell's attorneys to comply with the requirements of the Conflict of Interest Law, specifically M.G.L. c. 268A, Sec. 17(a) and 17(c);

WHEREAS, the Parties may, pursuant to M.G.L. c. 40, § 4A, enter into an intermunicipal agreement to perform jointly activities or undertakings which any of the Parties is authorized by law to perform;

WHEREAS, both Groton and Dunstable have directed that as part of their official duties as town counsel to each town, Mirick O'Connell's attorneys shall provide joint legal services to the Parties on a collective solution to a water supply issue concerning GDRSD's high school property (the "Shared Legal Services"), with the cost for such Shared Legal Services to be paid by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement;

WHEREAS, the GDRSD has agreed to engage Mirick O'Connell's attorneys as counsel to provide the Shared Legal Services to the Parties as part of their official duties, with the cost for such Shared Legal Services to be paid by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement:

WHEREAS, the Shared Legal Services shall consist of legal advice to the Parties concerning water supply issues and related legal services as part of a collective solution to a water supply issue concerning GDRSD's high school property, and shall not consist of separate legal advice and legal services to the Parties, individually, on the same matter;

WHEREAS, the Parties agree to engage separate counsel for legal advice and legal in the event of a dispute among the Parties with respect to the water supply issue concerning GDRSD's high school property; and

WHEREAS, the Parties intend that this Agreement shall set forth the terms and conditions of having Mirick O'Connell's attorneys perform the Shared Legal Services, including the maximum financial liability of the Parties, in accordance with M.G.L. c. 40, § 4A.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. INVOICES FOR SHARED LEGAL SERVICES

1.1. For all legal work associated with the Shared Legal Services, Mirick O'Connell shall issue invoices to the GDRSD with copies to provided to Groton and Dunstable.

1.2. The GDRSD shall remit payment to Mirick O'Connell under the terms and conditions of an engagement letter with Mirick O'Connell.

1.3. The Parties acknowledge that the billing rate charged by Mirick O'Connell for the Shared Legal Services will be \$300 per hour.

2. TERM

This Agreement shall commence on the Effective Date and shall continue until the GDRSD has paid in full an invoice labeled "Final Invoice" from Mirick O'Connell for the Shared Legal Services, provided that in no event shall the term of this Agreement exceed the maximum term for an intermunicipal agreement set forth in M.G.L. c. 40, § 4A.

3. MISCELLANEOUS PROVISIONS

3.1. Liability. Pursuant to M.G.L. c. 40, § 4A, each Party shall be liable for the acts and omissions of its own employees and not for the employees of the other in the performance of this Agreement, and to the extent provided by M.G.L. c. 258. By entering into this Agreement, none of the Parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

3.2. Maximum Financial Liability. Pursuant to M.G.L. c. 40, § 4A, this Agreement sets forth the maximum extent of each Party's financial liability, which is a share of the cost of the Shared Legal Services assessed to Groton and Dunstable in accordance with the Regional Agreement.

3.3. Financial Safeguards. Pursuant to M.G.L. c. 40, § 4A, the GDRSD shall, upon paying in full an invoice labeled "Final Invoice" from Mirick O'Connell for the Shared Legal Services, provide to Groton and Dunstable a report or statement of all sums paid to Mirick O'Connell for the Shared Legal Services. The Parties acknowledge that Groton and Dunstable shall receive from Mirick O'Connell copies of all invoices sent to the GDRSD for the Shared Legal Services, as required by Section 1.1.

3.4. Dispute Resolution. If any dispute arises out of the scope, interpretation, operation, or alleged or actual breach of this Agreement, the Parties agree that the aggrieved party may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.

3.5. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

3.6. Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained in this Agreement.

3.7. Amendment. The provisions, terms, and conditions of this Agreement shall be modified only by written amendments executed by both of the Parties.

3.8. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

3.9. Assignment. No Party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Parties.

3.10. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

3.11. Recitals. The Recitals provided in this Agreement are acknowledged by the Parties to be material terms and conditions of this Agreement.

3.12. Headings. The article, section, and paragraph headings provided in this Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

3.13. Execution / Counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document format (.pdf) copy of this Agreement, shall be binding upon the Parties as fully and to the same extent as an original signed copy. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.

3.14. Notices. With the exception of invoices sent in accordance with Section 1.1 of this Agreement, all notices required or permitted by this Agreement shall be in writing and sent to the Parties as set forth below:

If intended for GDRSD:

Superintendent of Schools
Groton-Dunstable Regional School District
44 Main Street
Groton, MA 01450
Email: lchesson@gdrsd.org

If intended for Groton:

Town Manager
Town of Groton
173 Main Street
Groton, MA 01450
Email: townmanager@grotonma.gov

If intended for Dunstable:

Town Administrator
Town of Dunstable
511 Main Street
Dunstable, MA 01827
Email: townadministrator@dunstable-ma.gov

Notice shall be deemed given: (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by U.S. first-class or certified mail; (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required; (c) upon the date personal delivery is made; or (d) upon the date when it is sent by email, if the sender receives a reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set their hands and seals effective on the day and year first above written.

TOWN OF GROTON

TOWN OF DUNSTABLE

Mark Haddad, Town Manager,
Duly authorized by vote of the Groton Select
Board on _____, 2023

Jason Silva, Town Administrator
Duly authorized by vote of the Dunstable
Board of Selectmen on _____, 2023

GROTON-DUNSTABLE REGIONAL SCHOOL
DISTRICT

Laura Chesson, Superintendent of Schools,
Duly authorized by vote of the Groton-
Dunstable Regional School Committee on
_____, 2023

Acknowledged:

Mirick, O'Connell, DeMallie & Lougee, LLP

_____, _____

FISCAL YEAR 2024

GOALS OF THE GROTON SELECT BOARD

1. Environmental Contamination Issues

Select Board Member Assigned: Alison Manugian and Peter Cunningham

Goal: Oversee Implementation of best solution to address PFAS at the Groton Dunstable Regional High School

Measurable Benchmark: Present Final PFAS Solution for the High School at the 2023 Fall Town Meeting. Begin Design and Permitting immediately and construction by the Spring/Summer 2024.

2. Climate Change

Select Board Member Assigned: Alison Manugian

Goal:

1. Work with GELD Commissioners on Climate Change Initiatives and the transition to a new GELD General Manager.
2. Support efforts to inform and educate Town residents about opportunities to reduce energy use and costs.

Measurable Benchmark: Schedule workshop with Sustainability Commission, the Electric Light Commission and Electric Light General Manager to discuss transition plans and Climate Change Initiatives. Workshop should be scheduled by December 31, 2023, with any follow-up taking place as soon as possible after the Workshop.

3. Master Plan

Select Board Member Assigned: All Members

Goal: Participate and Stay involved in the process to create Groton's updated Master Plan buildings.

Measurable Benchmark: Schedule quarterly meetings with the Planning Board and/or Town Planner to receive updates on the progress of the Master Plan Update beginning in September, 2023.

4. Reducing Costs of Government
Select Board Member Assigned: Matt Pisani

Goal: Explore ways to reduce costs of Government. Continue to review and explore ways to expand PILOTS. Seek Federal and State Grants for town projects whenever possible.

1. Work with Town Manager's Tri-Comm Working Group and all municipal departments to understand and establish a sustainable budget and understand whether or not an override of Proposition 2½ is necessary.
2. Support Warrant Article to amend Charter to bring Groton's Budget timeline more in line with GDRSD Budget timeline.
3. Explore and seek alternatives to reduce the tax burden on elderly and less affluent residents.
4. Continue to work with the various Non-Profit organizations in Groton on PILOT payments

Measurable Benchmark: After Presentation from Tri-Comm in October, determine and support, if necessary, need for Override to support budget goals by December 31, 2023.

5. Affordable Housing
Select Board Member Assigned: Becky Pine

Goal: Support the work of Groton's Housing Committees and monitor progress of the two current Chapter 40B applications before the Zoning Board of Appeals. Determine impact on municipal services. In conjunction with the Planning Board, develop amendments to the Town's Bylaws to increase and improve affordable housing and diversity of housing stock.

Measurable Benchmark: Schedule Meeting with Public Safety Officials by December 31, 2023 to determine impact of all housing projects on municipal services.

6. Diversity, Equality and Inclusion
Select Board Member Assigned: Becky Pine

Goal: Support work of Diversity, Equity, and Inclusion Committee and the Native Peoples Recognition Group to expand the Town's approach to, and understanding of, its history to include the centuries prior to the Town's 1655 founding.

Measurable Benchmark: Schedule Update with Diversity Equity and Inclusion Committee by February 15, 2024. Update timeline of Town's History in conjunction with the Diversity Equity and Inclusion Committee.

7. Town-wide Examination of Traffic Patterns, Speed Limits, Road Designs, Etc.
Select Board Member Assigned:

Goal: Identify High Volume Areas, High Accident Areas and Localities of Increased Citizen Complaints. Consider Paving Unpaved Road between Broadmeadow Road and Station Avenue, Acquire Playground Road. Address flooding on Broadmeadow Road

Measurable Benchmark: Schedule Workshop with Police Chief and DPW Director by December 31, 2023 to determine best way to address these issues.

LICENSE FOR PARKING

THIS LICENSE FOR PARKING is made between Licensor and Licensee as hereafter defined, as of August 14, 2023 with an effective date as of August 14, 2023.

1. REFERENCE DATA and DEFINITIONS:

When used in this License, the following terms will have the meanings specified in this Section 1:

- 1.1. Licensor.** First Baptist Church of Groton
- 1.2. Licensee.** Town of Groton, through its Select Board
- 1.3. Licensed Premise:** Up to a maximum of 100 parking spaces within the First Baptist Church of Groton parking lot located at 365 Main Street, Groton.
- 1.5. Term:** August 14, 2023 through June 30, 2025, which term may be extended at Licensor's sole discretion.
- 1.6. Commencement Date:** August 14, 2023.
- 1.7. Termination Date.** The last day of the Term, as duly extended or earlier terminated.
- 1.8. License Year.** Each period of twelve full calendar months, beginning on the Commencement Date and terminating on June 30, 2025.
- 1.9. Licensee's Permitted Use.** Parking of no more than 100 motor vehicles with NO parking allowed on weekends.
- 1.10. Rules and Regulations.** The use of the Licensed Premises shall be subject to the Rules and Regulations attached hereto, or as are hereafter promulgated or modified by Licensor with notice to Licensee.
- 1.10 Consideration:** \$15,000.00 (fifteen thousand dollars and 00/100) Dollar.
- 1.12. Notice Addresses:**

As to Licensor	As to Licensee
Aaron McCarthy Tel: 603-566-7089 Email: aaron.fbcg@gmail.com	Eileena Long Tel: 781-584-2801 Email: elong@leftfieldpm.com

With copies to:

Counsel for Licensor	Counsel for Licensee
	Christopher J. Petrini cpetrini@petrinilaw.com Michael K. Terry mterry@petrinilaw.com Petrini & Associates, P.C. 372 Union Avenue Framingham, MA 01702 Tel. (508) 665-4310 Fax (508) 665-4313

1.13. Required Insurance Amount. A minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit (combined primary and excess) of at least Three Million Dollars (\$3,000,000) with the First Baptist Church of Groton added as a named additional insured.

2. USE OF PREMISES; QUIET ENJOYMENT: For the legal consideration of fifteen thousand dollars (\$15,000.00), the adequacy of which is deemed sufficient by Licensor and Licensee, Licensor grants to Licensee the privilege to enter upon and use the Parking Spaces on an as available and non-exclusive basis for the Permitted Uses for the Term, and upon the other terms, covenants and conditions of this License. Upon observing the obligations of Licensee hereunder, Licensee may peaceably occupy the Premises during the Term, without disturbance by Licensor or persons claiming through or under Licensor.

3. CONDITION OF PREMISES: Licensee accepts the Premises and the Property “as is” and agrees that Licensor is under no obligation to make any repairs, renovations, or alterations to the Premises or the Property, and has made no representations or warranties regarding the fitness of the Premises or the Property for Licensee’s intended use or otherwise.

4. USE OF PREMISES AND COMMON AREAS; ACCESS: Licensee may use the Premises only for Licensee’s Permitted Use, in full compliance with applicable legal requirements and any Rules and Regulations, and will obtain, at Licensee’s expense, any required permits, licenses and approvals. Licensee will not cause or permit any waste or damage to the Premises or cause, or permit any invitee of Licensee to cause, any waste or damage to the Property, or make any use of the Premises or the Property which, by noise, odor, vibration or otherwise might interfere with the use of the Property by others entitled thereto or lead to an increase in premiums for Licensor’s insurance, and will maintain the Premises and the Property free and clear of liens and encumbrances attributable to the acts or omissions of Licensee. Licensor shall have the right to enter the Premises for the purpose of inspection, and for performing Licensor’s obligations.

5. ALTERATIONS TO THE PREMISES: N/A

6. MAINTENANCE OF THE PREMISES BY LICENSEE: Licensee will maintain the Licensed Premises in the same condition as exists on the Commencement Date, provided that

Licensee will not be responsible for reasonable wear and tear, or for repairs or replacements to any portion of the systems of the Property, except for repair to damage caused by the Licensee.

7. SURRENDER OF PREMISES BY LICENSEE: On the Termination Date, Licensee will vacate and surrender the Premises to Licensors in the same condition (except as hereinafter specifically provided) as Licensee is required to maintain the Premises during the Term, free and clear of Licensee's personal property.

8. HAZARDOUS MATERIALS: Licensee will not cause, or permit any other person claiming or admitted to the Property through Licensee to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about, or transported to or from the Property. "Hazardous Materials" means any material or substance which: (a) is or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (b) contains or derives from petroleum, polychlorinated biphenyls (PCB's) or asbestos; (c) is radioactive or infectious; or (d) has toxic, reactive, ignitable or corrosive characteristics. "Environmental Laws" means all legal requirements relating to or imposing liability or standards of conduct concerning Hazardous Materials, public health and safety or the environment.

9. RISK OF LOSS; INDEMNIFICATION: Licensee agrees that it will occupy the Property at its own risk, and that Licensors will not be liable to Licensee, or to any person claiming or admitted to the Property through Licensee, for injury or death to persons, or loss or damage to property of any nature whatsoever, and Licensee will defend, indemnify and hold Licensors harmless against any claim for personal injury or death or damage to property, including legal fees and expenses, by Licensee or by any person claiming or admitted to the Property by, through or with the knowledge of Licensee.

10. INSURANCE: Throughout its occupancy, Licensee will maintain in effect, at its sole expense, the following insurance:

10.1 Liability Insurance. Commercial general liability insurance in at least the Required Insurance Amount, for bodily and personal injury and property damage, including Licensors as a named additional insured.

10.2 Other Insurance. Such other types of insurance as Licensors may from time to time reasonably deem necessary.

10.3 General Requirements. All Licensee insurance will be issued by insurance companies authorized to do insurance business in Massachusetts rated not less than A-VIII in Best's Insurance Guide, and will not be subject to cancellation or modification without thirty (30) days prior written notice to Licensors and to any mortgagee required to be covered.

10.4 Certificates of Insurance. Prior to making any entry on the Property and at least thirty (30) days prior to the expiration of any policy, Licensee will provide certificates of insurance, in form and substance satisfactory to Licensors, establishing insurance coverages as required by this Section.

11. TRANSFERS: Licensee will not Transfer this License or any interest in this License or in the Premises without the advance written approval of Licensor. “Transfer” includes any sale, absolute or collateral assignment, sublicense, or other occupancy arrangement, pledge, or mortgage of this License or the Premises, whether any of the foregoing is voluntary, involuntary or by action of law.

12. NO ESTATE CREATED: This License must never be construed as creating or vesting in Licensee any estate in the Parking Spaces, but rather granting to Licensee only the limited privileges of entry, use, and possession as described in this License. This License does not constitute the granting of any interest in real estate for any other purpose, and Licensee does not have any right to make improvements to the Parking Spaces except as otherwise provided herein.

13. TERMINATION: This License expires on the Termination Date unless earlier terminated. This License is terminable at the will of the Licensor at any time without recourse to the Licensee upon the provision of seven (7) business days advance notice by Licensor to Licensee.

14. MISCELLANEOUS PROVISIONS:

14.1 Amendments and Waivers. This License may not be amended except by a writing, duly executed by both parties, and no waiver or consent will be effective unless in writing and signed by Licensor. A waiver or consent by Licensor hereunder will apply only to the specific instance in which granted and not to any other instance, however similar.

14.2 Interpretation. Both parties acknowledge that they have fully read and understood this License and have had the opportunity to consult counsel to the extent they deemed necessary, and no provision of this License will be construed in favor or against either party by virtue of such party being the drafter of such provision. Enumeration of some but not all items of a class should not be construed as excluding others, notwithstanding the absence of the phrase “without limitation” or words of like meaning.

14.3 Invalid Provisions. If any provision of this License is finally determined by a court of competent jurisdiction to be in violation of law or otherwise invalid, this License shall be deemed amended to the limited extent necessary to cure such violation or invalidity and will be interpreted, as thus amended, so as to implement the intentions of the parties to the greatest extent possible.

14.6 Successors and Assigns. The benefits and burdens of this License will extend to the original Licensor and Licensee and to their respective successors and assigns, who will be included within the terms “Licensor” and “Licensee” as used herein, provided that no transferee from Licensee in violation of the provisions of this License will be entitled to any of the rights or benefits of a Licensee hereunder.

14.8 Entire Agreement. This License contains the entire agreement of the parties respecting the Premises and the Property and there are no other agreements or understandings between the parties regarding the subject matter of this License, any prior agreements being merged herein and superseded.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first above written.

LICENSOR
First Baptist Church of Groton

LICENSEE
Town of Groton, Massachusetts

By: Aaron McCarthy
Its duly authorized agent

Dated: August ___, 2023

By: Mark Haddad
Its duly authorized agent

Dated: August ___, 2023

APPROVED AS TO FORM:

By:
Christopher Petrini
Project Special Counsel
Florence Elementary School Project

Dated: August ___, 2023

**SELECT BOARD MEETING MINUTES
MONDAY, JULY 31, 2023
UN-APPROVED**

SB Members Present: Peter Cunningham, Chair (virtually present); John Reilly, Vice Chair; Alison Manugian, Clerk; Matt Pisani; Becky Pine

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Tom Orcutt, Water Superintendent; Dr. Laura Chesson, GDRHS Superintendent; Andrew MacLean, Pepperell Town Administrator; Steele McCurdy, Groton Fire Chief; The Groton Board of Health Members; The Board of Groton Water Commissioners; Greg Sheldon and Joni Parker Roach, Groton Destination Committee; Bob Rafferty and Tyler Schmidt, Environmental Partners

Mr. Reilly called the meeting to order at 7:00 PM and reviewed the agenda.

ANNOUNCEMENT

Mr. Haddad announced that the Town of Groton received their Quarter 2 Groton Community Fund payment check from Groton Hill Music Center in the amount of \$16,594. He also explained that the Town had received a total of \$37,742 in these payments since they began presenting concerts at Groton Hill Music Center in October 2022.

Mr. Haddad announced more great news. He said both the House and Senate have passed the State Budget. The budget includes an increase in Chapter 70 to \$60 per pupil and an allocation of \$100 million for additional funding to the MSBA for the Florence Roche project. That could result in the town receiving \$5.2 million in reimbursement for the additional \$9.5 million needed for the project.

Mr. Haddad said the Town had received notification that the Nashua River Watershed Association's Regional MVP (Municipal Vulnerability Preparedness) Grant had been approved. The Town looks forward to working with our regional partners on this Grant.

Ms. Pine said the State Budget did not allocate the funds requested for the Community Preservation Committee Fund, but there is still a possibility to obtain this funding. She also announced that the Planning Board is required to update the master plan every 20 years, and the work has begun. Consultants have scheduled and are conducting interviews through Zoom. If anyone is interested in participating, please contact Takashi Tada, Land Use Director.

Mr. Haddad announced that the Town's Conservation Administrator will be leaving. He mentioned that a screening committee would search for a new Administrator to fill the vacant position. Mr. Gualco will certainly be missed.

PUBLIC COMMENTS

Mr. McCaffrey called the Board of Water Commissioners to order at 7:32 PM.

Ms. Collette stated that the meeting of the Board of Health convened at 6:30 PM.

TOWN MANAGERS REPORT

- 1. Consider Accepting the Nomination of Veronica O'Donnell and Appoint Ms. O'Donnell to the Conductor Lab Oversight Committee.**

Mr. Reilly made a motion to accept the Town Manager's nomination and appoint Veronica O'Donnell to the Conductor Lab Oversight Committee with a term to expire on June 30, 2024. Ms. Manugian seconded the motion. Roll Call: Reilly-aye; Cunningham-aye; Pisani- aye; Manugian – aye; Pine-aye.

- 2. Final FY 2023 Groton Country Club Budget Review/Update.**

Mr. Haddad said that he was very pleased to report to the Board on the Fiscal 2023 Final Budget of the Groton Country Club. The Country Club continues to perform above expectations, and Fiscal Year 2023 was a record year for the Club in terms of revenue. He said the Club had total revenues of \$794,368.78 in FY 2023, which was \$54,668.77 more than FY 2022 (\$739,700.01), the previous record year. Total expended in FY 2023, including Capital and Overhead, was \$674,656.01. That meant the Club made a profit of \$119,712.77. Mr. Haddad said that was amazing news and a testament to the outstanding management and leadership of Shawn Campbell, General Manager/Head Professional. Mr. Campbell will continue to manage the Club in the most cost-effective way to benefit the taxpayers and residents of Groton.

- 3. Update on Select Board Meeting Schedule Through Labor Day**

Monday, August 7, 2023	No Meeting
Monday, August 14, 2023	Review the First Draft of the Fall Town Meeting Warrant Public Hearing to Set the FY 2024 Stormwater Fee
Monday, August 21, 2023	No Meeting
Monday, August 28, 2023	Regularly Scheduled Meeting
Monday, September 4, 2023	No Meeting (Labor Day Holiday)
Monday, September 11, 2023,	Public Hearing on Fall Town Meeting Warrant Articles

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

- 1. Review and Approve the Annual Review of the Town Manager**

Mr. Haddad said he provided the Final Annual Performance Review of the Town Manager to the Select Board members. The Annual Review was posted with the Packet on the Town's website for public review and filed in the Town Clerk's office. He explained that the Board needed to approve the Annual Review formally. Mr. Haddad thanked the Board for the outstanding review they gave him, and he enjoyed meeting with the members individually to discuss the Review and received great feedback. Ms. Pine said the Town Manager is doing a great job.

Ms. Pine moved that they accept the compilation workbook for the Town Manager's evaluation and accept the Town Manager's annual review for the period ending on June 30, 2023. Mr. Pisani seconded the motion. Roll call: Reilly-aye, Cunningham-aye, Pisani- aye, Manugian – aye, Pine-aye.

2. Review and Consider Setting Annual Goals of the Select Board

Mr. Haddad presented the proposed goals of the Select Board for FY2023 to the Board for review, discussion, and potential adoption. He tried to consolidate and summarize the goals provided by individual members and thanked the Board. The Board reviewed and amended the proposed goals. A copy of the final revised goals is attached and incorporated in these minutes.

3. Approve the Creation of the Destination Groton Gift Fund

The Destination Groton Committee had been receiving donations from various organizations to assist them in carrying out their Charge. They recently received a \$1000 donation from the Johnny Appleseed Trails Association and expect more donations. For the Committee to accept and spend these donated funds, the Select Board would need to approve the creation of the Destination Groton Gift Fund. Mr. Haddad respectfully requested that the Board vote to approve that fund.

Ms. Manugian made a motion to approve the creation of the Destination Groton Gift Fund. Ms. Pine seconded the motion. Roll call: Reilly-aye; Cunningham-aye; Pisani- aye; Manugian – aye; Pine-aye.

4. Approve BYOB Permit for Esquared Hospitality Ventures dba Third Space Kitchen & Events

Ms. Pine made a motion to approve a BYOB Permit for Esquared Hospitality Ventures dba Third Space Kitchen & Events, as requested. Ms. Manugian seconded the motion. Roll Call: Reilly-aye, Cunningham-aye, Pisani- aye, Manugian – aye, Pine-aye.

Ms. Pine asked about the septic capacity of Mill Run Plaza. The Board has asked for a summary report on the sewerage system of the Plaza. Mr. Haddad thought the Plaza was on the Town Sewer System, but would reach out to the Board of Health and report back to the Board.

5. Consider/Determine What Three Days the Board Would Impose the Suspension of the Liquor License for Boston Road Market & Liquors Now that the ABCC has Upheld the Board's Decision to Suspend

Mr. Haddad said the Alcoholic Beverages Control Commission had upheld the three-day liquor license suspension of Boston Road Market and Liquor due to selling alcohol to an underage individual. It was now the responsibility of the Select Board to decide which three days the license would be suspended. Mr. Haddad suggested that the license suspension should be on September 1, 2, and 3, 2023.

Ms. Manugian made a motion to suspend the Liquor license for Boston Road Market & Liquors Friday, September 1, 2 and 3, 2023. Ms. Pine seconded the motion. Roll Call: Reilly-aye; Cunningham-aye; Pisani-aye; Manugian – aye; Pine-aye.

REVIEW AND CONSIDER APPROVAL OF PREFERRED OPTION TO ADDRESS PFAS AS THE GROTON DUNSTABLE REGIONAL HIGH SCHOOL

Andrew MacLean, the Town Administrator of Pepperell, was joined by Tyler Schmidt and Robert Rafferty, engineers from Environmental Partners, Dr. Laura Chesson, GDRSD Superintendent, as well as members of the Groton Board of Health and the Board of Water Commissioners, for a discussion. After significant discussion and collaboration with the Pepperell and Dunstable Town Administrators, Mr. Haddad stated that there were two potential solutions to address PFAS at the Groton Dunstable Regional High School. They are the Regional Solution, which involves connecting directly to the Jersey Street Well in Pepperell, and the Groton Solution, which involves connecting directly to the Whitney Well in Groton. He walked the Board through the memorandum provided to the Select Board with the final options and a recommendation (reference memorandum dated July 31, 2023 attached to these minutes).

Mr. Haddad said that he understood both the Board of Health and the Board of Water Commissioners were opposed to any solution that would bring water to the High School with PFAS levels greater than 4 PPT (parts per trillion). He wanted to recommend a solution that would meet current PFAS standards, address future PFAS standards, and be the most cost-friendly to the taxpayers of Groton. He strongly recommended that the Select Board approve moving forward with the Regional Solution. He asked the members of the Board if they had any questions or comments.

Ms. Pine said the Groton Solution might be necessary if PFAS became a concern in the future and the state-mandated action for residents not on piped water.

Mr. Reilly stated that plant in Pepperell was being constructed and would be under the limit for required standards when completed.

Mr. Pisani believed that pursuing the Groton Solution would help their community. Mr. Haddad stated that the Select Board needs to take into consideration the position of the Town of Dunstable when making a decision. Dunstable was in favor of the Regional Solution as it was the most cost effective and would meet EPA regulations when completed. Ms. Pine believed there were risks in either solution.

Ms. Pine asked Mr. Haddad what Town Meeting in Groton would need to consider. Mr. Haddad informed her that they would need to present a final proposal at the upcoming Fall Town Meeting in October and seek approval for a Special Election for a debt exclusion, as the Town would need to exempt the debt service on this project from Proposition 2½ due to the annual debt service payment.

Public Comments

Groton Board of Health Chair Michelle Collette said a unanimous vote was carried by the Town of Groton Board of Health and would not be in support of any water option for the Groton Dunstable High School and its surrounding areas that do not meet the Proposed Environmental Protection Agency standards of 4 parts per trillion. She explained that the Groton Board of Health recently adopted new regulations for wells, including PFAS, due to public health concerns. She thought it would be beneficial if the school could continue providing water in the interim.

Mr. MacLean stated that their goal was to ensure clean water to all their resident and share their values of 0 PPT of PFAS. He said the upgrade to the Jersey Street Well would take approximately twenty-four to thirty-six months to complete.

GDRSD Superintendent Dr. Chesson said that irrigation costs the school district approximately \$100,000 annually. The cost of drinking and cooking water is estimated to be between \$30 and \$40 per month. The school district could continue to pay for the drinking and cooking water in the interim until the Pepperell Plant upgrade to treat PFAS is completed.

Evan Thackaberry, a Groton Board of Health member, stated that if the school continued to provide bottled water for drinking and cooking water, it would change his perspective.

Board of Water Commissioners Chair Jack McCaffrey stated that the Groton Water Commissioners would pay \$1 million upfront to offset the cost of the Project if the Board moved forward with the Groton Solution.

Finance Committee Chair Mr. Robertson believed that the more expensive Solution, the Groton Solution, might be better. He said there were too many unknowns in 30 years, and many issues could arise. He explained that PFAS is ever-changing. He expressed his opposition to a three-party decision-making process, especially when the town is not in control. He noted that the Groton Solution would only increase the average tax bill by approximately \$25 per year.

Ms. Pine made a motion to endorse the Regional Solution and direct the Town Manager to proceed. Mr. Cunningham seconded the motion. Roll call: Manugian-nay; Pisani-nay; Reilly-nay; Pine-aye; Cunningham-aye. The motion was defeated by a majority vote of 3 Against, 2 in Favor -Pine and Cunningham.

Mr. Haddad advised that a new vote would need to be taken.

Ms. Manugian made a motion to authorize the Town Manager to move forward with the Groton Solution. Mr. Pisani seconded the motion. Roll call: Reilly-aye; Cunningham-aye; Pisani-aye; Cunningham-aye; Manugian-aye.

Ms. Pine stated she would have difficulty defending this motion at Town Meeting.

Mr. Haddad wanted to thank Mr. MacLean for attending the meeting that evening and working collaboratively with him. Ms. Manugian clarified that her vote was based solely on too many unknowns regarding the Regional Solution. Mr. Reilly said he appreciated the Boards and Commissions, and they will proceed to Town Meeting to see how it goes.

OTHER BUSINESS

ON-GOING ISSUES

C. The work on the Green Communities Application and Implementation has been completed. Takashi Tada will file the final report by the August 31st deadline. The town is now prepared to apply for the next round of funding in the fall.

Approval of Minutes from July 17, 2023

Mr. Reilly made a motion to approve the minutes of the regularly scheduled meeting from July 17, 2023 as presented. Mr. Pisani seconded the motion. Roll Call: Manugian-aye; Cunningham-aye; Reilly-aye; Pisani-aye; (Pine- Abstained).

The meeting was adjourned at 8:40 pm.

Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager.