



**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, OCTOBER 16, 2023**  
**AGENDA**  
**SELECT BOARD MEETING ROOM**  
**2<sup>nd</sup> FLOOR**  
**GROTON TOWN HALL**

- 6:00 P.M.            Announcements and Review Agenda for the Public
- 6:05 P.M.            Review, Finalize and Consider Approving an Intermunicipal Agreement with the Town of Dunstable to Provide Clean Potable Drinking Water to the Groton Dunstable Regional High School and Surrounding Properties
- 7:00 P.M.            Public Comment Period
- I.            7:06 P.M.            Town Manager's Report
1. Consider Approving and Signing Letter to Governor to Commit to an All-Electric Bus Fleet by 2035 and Provide Necessary Funding for this Transition
  2. Update from Town Manager on 2023 Fall Town Meeting/Review Motions
  3. Update from Town Manager on the Town Manager's Tri-Comm Working Group – Preparation for Joint Meeting with Groton Finance Committee and Groton Dunstable Regional School Committee on October 25, 2023
  4. Update on Select Board Meeting Schedule Through the End of the Year
- II.            7:10 P.M.            Items for Select Board Consideration and Action
1. Update from Destination Groton Committee
- III.            7:15 P.M.            Continuation of Public Hearing – Road Layout Acceptance – Cherry Tree Lane, Fieldstone Drive, and Arbor Way

### 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 October 2, 2023  
Special Virtual Meeting of October 10, 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:** *October 16, 2023*

### **TOWN MANAGER'S REPORT**

Please note that Monday's meeting will commence at 6:00 p.m. Originally, the Select Board was scheduled to meet with the Dunstable Board of Selectmen in joint session to review the Draft Intermunicipal Agreement to address PFAS at the Groton Dunstable Regional High School and surrounding properties in Dunstable. Unfortunately, the Dunstable Board of Selectmen received the Draft IMA on Thursday and did not believe it gave them enough time to review and digest it prior to meeting with the Groton Select Board. That said, working with Town Counsel, Dunstable Town Administrator Jason Silva and I developed the attached Draft IMA for your review and consideration. It is my plan to present it to you at Monday's meeting. Mr. Silva will do the same at a separate meeting of the Dunstable Board of Selectmen. If a joint meeting is necessary, we will schedule it for the following week. Further, as you know, we will be holding two informational sessions to review the proposed solution on Wednesday, October 18<sup>th</sup>, one at 9:30 a.m. and one at 7:00 p.m. Tyler Schmidt (our Engineer from Environmental Partners), Tom Orcutt and I have prepared a PowerPoint Presentation that we will present at the meetings. I have enclosed a copy of the presentation to this Report as well for your review. Following this discussion, the Select Board will hold their regularly scheduled meeting. In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues List, there is one item scheduled on Monday's Agenda. The Select Board will continue the public hearing to consider accepting the Road Layouts of Cherry Tree Lane, Fieldstone Drive and Arbor Way.

1. The Sierra Club Massachusetts has requested that the Select Board consider signing on to a letter that would require Massachusetts to commit to an all-electric school bus fleet by 2035. A copy of the letter is attached to this report for your review and consideration. I would respectfully request that the Board consider approving this at Monday's meeting.

**Select Board**  
**Weekly Agenda Update/Report**  
**October 10, 2023**  
**page two**

2. The Warrant has been posted for the 2023 Fall Town Meeting. Please note that we received one proposal for a permanent restriction on the Hoyts Wharf and Cow Pond Brook parcels from Groton Conservation and Management LLC in the amount of \$200,000. I will provide a more detailed update at Monday's meeting. In addition, enclosed with this Report are the Motions for the Meeting. I would like to spend a few minutes at Monday's meeting reviewing them with the Board.
3. The Town Manager's Tri-Comm Working Group will be meeting prior to the Select Board Meeting on Monday to finalize their presentation that will be made at the joint meeting scheduled for October 25<sup>th</sup> between the Select Board, Finance Committee and Groton Dunstable Regional School District Committee. I want to take a few minutes at Monday's meeting updating the Select Board on the meeting.
4. Please see the update to the Select Board's Meeting Schedule that will take you through the end of the end of the year:

|                             |   |
|-----------------------------|---|
| Monday, October 23, 2023    | -Regularly Scheduled Meeting  |
| Wednesday, October 25, 2023 | -Joint Session with Finance Committee and Groton Dunstable Regional School District Committee – FY 25 Budget Report from Tri-Comm |
| Saturday, October 28, 2023  | -2023 Fall Town Meeting   |
| Monday, October 30, 2023    | -Joint Session with Finance Committee to Set FY 2025 Budget Guidance  |
| Monday, November 6, 2023    | -Regularly Scheduled Meeting  |
| Monday, November 13, 2023   | -No Meeting   |
| Monday, November 20, 2023   | -Regularly Scheduled Meeting  |
| Monday, November 27, 2023   | -No Meeting   |
| Monday, December 4, 2023    | -Regularly Scheduled Meeting  |
| Monday, December 11, 2023   | -Regularly Scheduled Meeting  |
| Monday, December 18, 2023   | -Regularly Scheduled Meeting  |
| Monday, December 25, 2023   | - No Meeting (Christmas Holiday)  |
| Monday, January 1, 2024     | -No Meeting (New Years Day)   |
| Monday, January 8, 2024     | -Regularly Scheduled Meeting  |

**Select Board**  
**Weekly Agenda Update/Report**  
**October 10, 2023**  
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**ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION**

1. The Destination Groton Committee has requested time at Monday's Meeting to update the Board on their work and make a presentation to the Select Board.

MWH/rjb  
enclosures

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**INTERMUNICIPAL AGREEMENT FOR  
WATER SYSTEM EXPANSION**

THIS AGREEMENT (this “Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) is by and between 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”), and 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”). Groton and Dunstable are together as the “Parties” and individually a “Party.”

**WHEREAS**, Groton and Dunstable are parties to a regional agreement creating the Groton-Dunstable Regional School District (the “GDRSD”) and share the operational and capital costs of the GDRSD in accordance with that regional agreement;

**WHEREAS**, the potable water supply for the GDRSD High School property in Groton and several neighboring properties in Groton and Dunstable is contaminated with per- and polyfluoroalkyl substances (PFAS);

**WHEREAS**, the Parties seek a collective solution to supply potable water to the GDRSD High School property in Groton and neighboring properties in Groton and Dunstable affected by PFAS contamination;

**WHEREAS**, the Parties are authorized by M.G.L. c. 40, § 4A, to enter into intermunicipal agreements for the purpose of obtaining the services of one municipality, which the other municipality is authorized by law to perform;

**WHEREAS**, the Parties are each empowered by law to incur costs to supply potable water to the GDRSD High School property;

**WHEREAS**, the Parties are each empowered by law to supply potable water to residential, commercial, and institutional customers, which is a proper governmental function and service;

**WHEREAS**, Groton’s potable water supply system, operated by the Groton Water Department, has capacity to supply potable water to the GDRSD High School property and neighboring properties in Groton and Dunstable affected by PFAS contamination;

**WHEREAS**, Groton is willing to assume the obligation to construct, operate, and maintain an expansion of its potable water supply system to serve the GDRSD High School property and neighboring properties in Groton and Dunstable affected by PFAS contamination, in accordance with the terms and conditions of the Groton Town Code and the Rules and Regulations of the Groton Water Department, as may be amended from time to time (collectively, the “Groton Regulations”);

**WHEREAS**, Dunstable is willing to assume certain costs associated with an expansion of Groton’s potable water supply system to serve the GDRSD High School property and

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neighboring properties in Groton and Dunstable affected by PFAS contamination, and to allow Groton to expand its potable water supply system within a defined area of Dunstable, in accordance with the terms of this Agreement.

**NOW THEREFORE**, pursuant to the provisions of M.G.L. c. 40, § 4A, and in consideration of the mutual promises, payments, covenants, and agreements set forth in this Agreement, the Parties agree as follows:

1. Groton Water System Expansion (Phase 1).

1.1. Phase 1 Defined. Groton shall expand its potable water supply system by installing new water mains from the intersection of Common Street and Chicopee Row in Groton along Chicopee Row to the GDRSD High School property in Groton, then along Chicopee Row to the Groton/Dunstable municipal boundary, then further along Groton Street in Dunstable to Kemp Street, then further along Kemp Street in Dunstable to the Groton/Dunstable municipal boundary, and then further along North Street in Groton to the intersection with Wyman Road, as shown on the plan entitled “Regional Water System Plan – Phase 1”, attached as “Exhibit A” (“Phase 1”). The portion of Phase 1 located in Dunstable shall be known as the “Dunstable Phase 1 Service Area.”)

1.2. Phase 1 Construction.

- a. Groton shall be responsible for the planning, designing, bidding, permitting, and construction of Phase 1, which shall comply with all applicable federal, state, and local laws, rules, and regulations.
- b. Dunstable shall provide Groton with its full cooperation in the planning, designing, bidding, permitting, and construction of Phase 1, including but not limited to granting any easements and licenses, executing applications, and providing letters of support necessary for Phase 1.
- c. Dunstable shall have the right to review and approve, not to be unreasonably withheld, all specifications and plans prepared for Phase 1 prior to the commencement of construction.
- d. Groton and its contractors and agents are hereby granted a non-exclusive right to enter and open the public ways in the Dunstable Phase 1 Service Area as necessary for the construction of Phase 1.
- e. Dunstable shall waive various permitting fees with respect to the initial construction of Phase 1 within the Dunstable Phase 1 Service Area.
- f. Upon completion of construction, Groton shall provide Dunstable with as-built plans of Phase 1.

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1.3. Phase 1 Cost Estimate. The planning, designing, bidding, permitting, and construction costs for Phase 1 are estimated at \$12,800,000.

1.4. Phase 1 Cost Division.

a. The Parties shall divide the costs of Phase 1 as follows:

- i. Groton: 77.6% (estimated at \$9,937,000);
- ii. Groton Water Department: 7.8% (estimated at \$1,000,000);
- iii. Dunstable: 14.6% (estimated at \$1,863,000).

b. The Parties acknowledge that the total cost of Phase 1 may differ from the estimate set forth in Section 1.3, and that the Parties are obligated under this Agreement to share the total cost of Phase 1 based upon the percentages set forth in this Section 1.4, provided however, that if the total estimated cost of Phase 1 will exceed \$13,056,000 (a 2% increase over the estimate set forth in Section 1.3), the Parties shall reopen this Agreement and negotiate amended terms or terminate this Agreement.

c. The total cost of Phase 1 may be reduced by grants or other payments by third parties, which shall reduce the Parties' payments for Phase 1 but not the percentages set forth in this Section 1.4.

1.5. Phase 1 Funding. The Parties shall separately seek appropriations to fund their respective shares of the costs of Phase 1, and each Party shall notify the other Party upon obtaining the necessary appropriation to fund its respective share of the costs of Phase 1.

1.6. Phase 1 Payments. Groton shall invoice Dunstable for its share of the Phase 1 costs as set forth in a side letter to be negotiated by the Groton Town Manager and the Dunstable Town Administrator and executed by the Parties prior to Groton incurring any costs for Phase 1, said side letter to be attached to this Agreement as Exhibit C.

1.7. Pre-Construction Termination: This Agreement may be terminated prior to the construction of Phase 1 as follows:

- a. If Groton fails to notify Dunstable that it has obtained the necessary appropriation for Phase 1 costs by June 30, 2024, then Dunstable may terminate this Agreement upon providing written notice of such termination to Groton, unless the deadline for such appropriation is extended by mutual, written agreement of the Parties.
- b. If Dunstable fails to notify Groton that it has obtained the necessary appropriation for Phase 1 costs by June 30, 2024, then Groton may terminate this Agreement upon providing written notice of such termination to Dunstable, unless the deadline for such appropriation is extended by mutual, written agreement of the Parties.
- c. If Groton fails to obtain all permits and approvals required for Phase 1, including but not limited to approvals for any interbasin transfers, by December 1, 2024, then either

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Party may terminate this Agreement upon providing written notice of such termination to the other Party, unless the deadline for such permits and approvals is extended by mutual, written agreement of the Parties. Upon a termination under this Section 1.7(c), Groton shall provide Dunstable with a final invoice for costs incurred pursuant to this Agreement for Phase 1, and Dunstable shall remit payment to Groton for the costs set forth in said invoice within thirty (30) days. This provision shall survive the termination of this Agreement.

2. Service, Operation, and Maintenance of the Dunstable Phase 1 Service Area.

2.1. Water Service Connections. Within the Dunstable Phase 1 Service Area, water connections shall be available to residential, commercial, and institutional properties with frontage along streets containing water mains or with legal access to such frontage, subject to available capacity and pursuant to the applicable terms of the Groton Regulations. Groton shall be responsible for approving any water service connection within the Dunstable Phase 1 Service Area, subject to applicable permitting by Dunstable. Properties within the Dunstable Phase 1 Service Area shall be subject to in-town connection charges and other fees applicable to properties located in Groton under the Groton Regulations.

2.2. Water Rates, Charges, Billing, and Collection.

- a. Metering. Groton shall install and maintain water meters for water uses in the Dunstable Phase 1 Service Area. Pursuant to water meter readings, Groton shall apply Groton's in-town rates for water service, as set forth in the Groton Regulations.
- b. Billing. Groton shall bill water users in the Dunstable Phase 1 Service Area in accordance with the in the Groton Regulations.
- c. Collections. If a water user in the Dunstable Phase 1 Service Area fails to pay a properly payable fee, rate, or charge, then Groton shall send notice of the delinquent account(s) to Dunstable's Board of Assessors. Dunstable shall pursue the necessary measures to collect the unpaid fees, rates, or charges, including the steps necessary to secure a municipal lien in accordance with M.G.L. c. 40, § 42A and for the benefit of payment to Groton. Groton may pursue a contract claim for unpaid fees, rates, or charges or terminate water service to a customer located in the Dunstable Phase 1 Service Area, in accordance with M.G.L. c. 40, § 42B. Subject to pre-approval by Groton of an estimated budget received from Dunstable, Groton shall reimburse Dunstable for its costs, including reasonable attorney's fees and costs, in pursuing and collecting any unpaid fees, rates, or charges, including actions necessary to secure municipal liens on the real property of delinquent customers located in the Dunstable Phase 1 Service Area.

2.3. Operations and Maintenance.

- a. Costs. Groton shall be responsible for the operation, maintenance, and repair of its potable water supply infrastructure in the Dunstable Phase 1 Service Area. All costs in connection with the operation, maintenance, and repair of the Dunstable Phase 1

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Service Area shall be borne by Groton, it being the intent of this Agreement that there shall be no cost whatsoever to Dunstable for the Dunstable Phase 1 Service Area following the initial construction of Phase 1.

- b. Access. Groton is hereby granted a non-exclusive right to enter and open the public ways in the Dunstable Phase 1 Service Area for purposes of inspecting, repairing, replacing, maintaining, and monitoring the potable water supply infrastructure in the Dunstable Phase 1 Service Area. For non-emergency work on potable water supply infrastructure in the Dunstable Phase 1 Service Area, Groton shall give written notice to Dunstable and shall apply for a street opening permit at least fourteen (14) days prior to the commencement of work. Groton shall perform any inspections, repairs, replacements, maintenance, and monitoring in a prompt and continuous manner and shall take all necessary steps to minimize disruption to the public ways in Dunstable, including hiring police details when deemed necessary by Dunstable.
- c. Emergency Shut-Off. In the case of an emergency creating a threat to the public health or safety as determined by Groton, Groton may suspend or terminate water service in the Dunstable Phase 1 Service Area immediately and without prior written notice. Written notice shall be provided as soon as practicable thereafter.
- d. Emergency Conditions. Groton shall be responsible for responding to emergency calls regarding water sewer service in the Dunstable Phase 1 Service Area. Each Party shall immediately, within not more than twenty-four hours or as soon as practicable, notify the other of any emergency or condition which may affect the water system of the other Party.

3. Pepperell and Dunstable Water System Expansion (Phase 2).

- 3.1. Agreement with Pepperell. The Parties shall jointly enter into an intermunicipal agreement with the Town of Pepperell ("Pepperell") to install new water mains from a connection point in Pepperell along Jersey Street in Pepperell to the Pepperell/Groton municipal boundary, then along North Street in Groton to connect with Phase 1, and from Phase 1 at the intersection of Kemp Street and Groton Street in Dunstable along Groton Street in Dunstable to the intersection of Groton Street and Pleasant Street in Dunstable to connect with existing potable water supply infrastructure in Dunstable, as shown on the plan entitled "Regional Water System Plan – Phase 2", attached as "Exhibit B" ("Phase 2").
- 3.2. Phase 2 Cost Estimate. The planning, designing, permitting, and construction costs for Phase 2 attributable to Groton and Dunstable are estimated at \$3,100,000.
- 3.3. Phase 2 Cost Division.
  - a. The Parties shall divide the costs of Phase 2 as follows:
    - i. Groton: 50% (estimated at \$1,550,000);
    - ii. Dunstable: 50% (estimated at \$1,550,000);

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- b. The Parties acknowledge that the total cost of Phase 2 may differ from the estimate set forth in Section 3.2, and that the Parties are obligated to share the total cost of Phase 1 based upon the percentages set forth in Section 3.3, provided however, that if the total estimated cost of Phase 2 will exceed \$3,162,000 (a 2% increase over the estimate set forth in Section 3.2), the Parties shall reopen this Agreement and the intermunicipal agreement with Pepperell and negotiate amended terms or terminate one or both agreements.
  - c. The total cost of Phase 2 may be reduced by grants or other payments by third parties, which shall reduce the Parties' payments for Phase 2 but not the percentages set forth in Section 3.3.
- 3.4. Phase 2 Funding. The Parties shall separately seek debt authorizations and appropriations to fund their respective shares of the costs of Phase 2.
- 3.5. Phase 2 Construction, Payments, and Operations. The Parties shall determine their obligations for construction, payments, and operations for Phase 2 in the intermunicipal agreement with Pepperell.
- 3.6. Phase 1 Contingent Upon Phase 2 Agreement. The Parties agree that if the Parties do not enter the intermunicipal agreement with Pepperell contemplated in this Section 3 for Phase 2 by January 31, 2024,, then Parties shall reopen this Agreement and negotiate amended terms or terminate this Agreement, unless the deadline for the intermunicipal agreement with Pepperell is extended by mutual, written agreement of the Parties. Groton expressly acknowledges that funds expended by Groton for Phase 1 may not be subject to cost sharing from Dunstable in the event that the Parties do not enter the intermunicipal agreement with Pepperell contemplated in this Section 3 for Phase 2 by January 31, 2024.
4. MISCELLANEOUS PROVISIONS
- 4.1. Term. This Agreement shall commence on the Effective Date and shall continue for twenty-five (25) years, unless earlier terminated, 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.
- 4.2. Insurance. Groton shall obtain and maintain at all times during the term of this Agreement the following insurance coverages:
- i. General Liability with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis, with Dunstable named as additional insured.
  - ii. Comprehensive Automobile Liability with coverage for bodily injury of \$500,000 each person and \$1,000,000 each accident and coverage for property damage of \$1,000,000 each accident, with Dunstable named as additional insured.

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- iii. Excess Liability with \$2,000,000 minimum limits in excess of underlying limits, with Dunstable named as additional insured. The umbrella shall be no more restrictive than underlying coverage.
- iv. Worker's Compensation and Employer's Liability per Commonwealth of Massachusetts statutory limit.

Groton shall provide Dunstable with suitable evidence of the required insurance coverage. This insurance shall be written by a company licensed to do business in the state of Massachusetts with a minimum A.M. Best rating of A- VII. Each policy shall provide for written notification to Dunstable at least thirty (30) days prior to termination, material change or restrictive amendments. The coverages and limits are to be considered minimum requirements under this contract and in no way limit the liability of the Contractor. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and may result in termination of this Agreement.

- 4.3. 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.
- 4.4. 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 each Party's share of the costs set forth herein.
- 4.5. Financial Safeguards.
  - a. Pursuant to M.G.L. c. 40, § 4A, starting on the first day of each month following the Effective Date and continuing until the completion of construction of Phase 1, Groton shall provide Dunstable with monthly reports regarding the construction progress and costs associated with the construction of Phase 1.
  - b. Pursuant to M.G.L. c. 40, § 4A, upon the connection of one or more properties in Dunstable to the Dunstable Phase 1 Service Area and continuing until the termination of this Agreement, Groton shall provide Dunstable with quarterly reports concerning the status, operation, revenues, and costs of the Dunstable Phase 1 Service Area.
  - c. Groton shall provide Dunstable with access to all records concerning (i) the Dunstable Phase 1 Service Area, and (ii) the setting of water rates paid by customers in the Dunstable Phase 1 Service Area.
- 4.6. Dispute Resolution. If any dispute arises out of the scope, interpretation, operation, or alleged or actual breach of this Agreement, the Parties shall negotiate in good faith and attempt to resolve such dispute within thirty (30) days after the date that a Party gives written notice of such dispute to the other Party. If the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree), the Parties agree that the aggrieved party may submit the dispute to a court of

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competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.

- 4.7. 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.
- 4.8. 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.
- 4.9. Amendment. The provisions, terms, and conditions of this Agreement shall be modified only by written amendments executed by both of the Parties.
- 4.10. 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.
- 4.11. 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.
- 4.12. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- 4.13. Recitals. The Recitals provided in this Agreement are acknowledged by the Parties to be material terms and conditions of this Agreement.
- 4.14. 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.
- 4.15. 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.
- 4.16. 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 Groton:

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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]**

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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

Acknowledged:

Acknowledged:

Town of Groton Board of Water and Sewer  
Commissioners

Town of Dunstable Board of Water  
Commissioners

\_\_\_\_\_, \_\_\_\_\_,  
Duly authorized by vote of the  
Town of Groton Board of Water and Sewer  
Commissioners  
on \_\_\_\_\_, 2023

\_\_\_\_\_, \_\_\_\_\_,  
Duly authorized by vote of the  
Town of Dunstable Board of Water  
Commissioners  
on \_\_\_\_\_, 2023



# GROTON DUNSTABLE REGIONAL HIGH SCHOOL WATER SUPPLY

Regional Water System Improvements



## BACKGROUND

- In 2022, the Groton Dunstable Regional High School (GDRHS) sampled for PFAS6 in the school's well. Results came in well above the Maximum Contaminant Level enforced by MassDEP.
  - The cause of the contamination was a 2003 fire on the athletic field track that was extinguished with Aqueous Film Forming Foam (AFFF), a known PFAS contamination contributor.
- MassDEP has also sampled the surrounding private wells along Groton Street and Kemp Street. Several have high levels of PFAS6.
  - MassDEP notified the GDRHS that they are responsible for the PFAS6 contamination and must provide a solution to all impacted residents.



## PROJECT OBJECTIVES

- Representatives from the School District and Towns of Groton, Dunstable, and Pepperell met several times to evaluate all the feasible options.
- Primary Goal:
  - Provide clean water, less than four parts per trillion (ppt) PFAS, to GDRHS and impacted private properties as quickly as possible.
- Secondary Goal:
  - Improve the water systems of the three communities in this area by expanding municipal fire protection, head off a potential PFAS plume spread, and increase water system resilience by establishing emergency interconnections between the three systems.



## Evaluating the Need for a Regional Solution

- All three communities working together provides three important benefits:
  - Divides up the overall project cost between three communities.
  - Increases the visibility of the problem at the State level for approvals and potential funding.
  - Expedites the solution implementation.
- All three communities have different challenges that this project can address.
  - PFAS Containment
  - Water Source Treatment
  - Water System Redundancy & Resiliency
- Regional Water System Solution
  - Phase 1: Expand the Groton System up Chicopee Row and loop around the school to North Street.
  - Phase 2: Connect the three Water Systems through North Street.



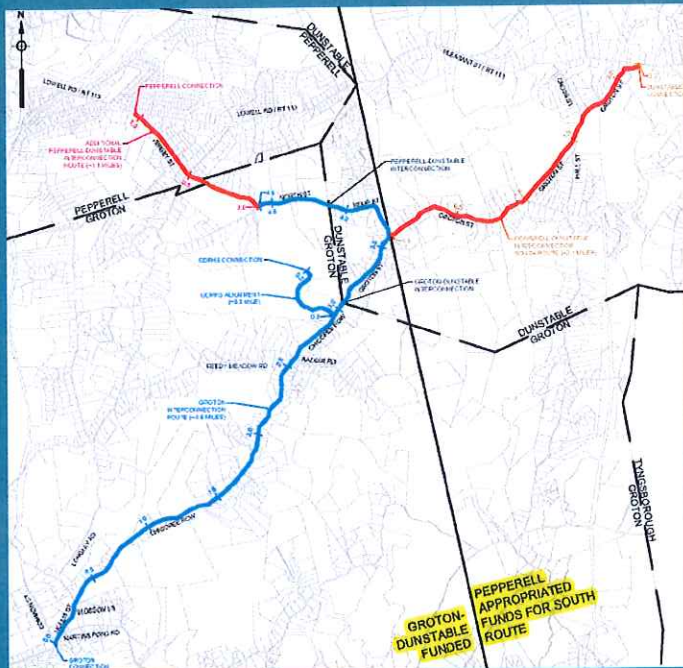
## Regional Water System Solution

### Phasing

- Phase 1 (in Blue) solves the primary objective and provides clean water as quickly as possible to the GDRHS. (1-2 years)
- Phase 2 (in Orange) solves the secondary goals and enables redundancy and system resiliency to all three water systems. (3-5 years)

### PROJECT COSTS

| Groton   | Dunstable        | Pepperell         |
|--|------------------|-------------------|
| \$9.937M (77.6%)<br>+ \$1.0M from the GWD (7.8%) | \$1.863M (14.6%) | \$10.4M (Phase 2) |
| \$3.1M (Phase 2) (See slide on Phase II Cost)    |                  |                   |



## Regional Water System Improvements

### Advantages

- Enables quick extension of the Groton System Extension to solve the PFAS issue at the GDRHS and surrounding properties.
- Enables a continuous interconnection between Pepperell and Dunstable.
- Includes water infrastructure from all sides to mediate the spread of the PFAS plume.
- Expands the municipal fire protection coverage area for all three water systems.
- Enhances the resiliency of each water system by establishing multiple system emergency interconnections.

### Disadvantages

- High Cost, with \$3.1M of the cost share still under negotiation between Groton & Dunstable.
- Phase 2 is subject to Permitting challenges.

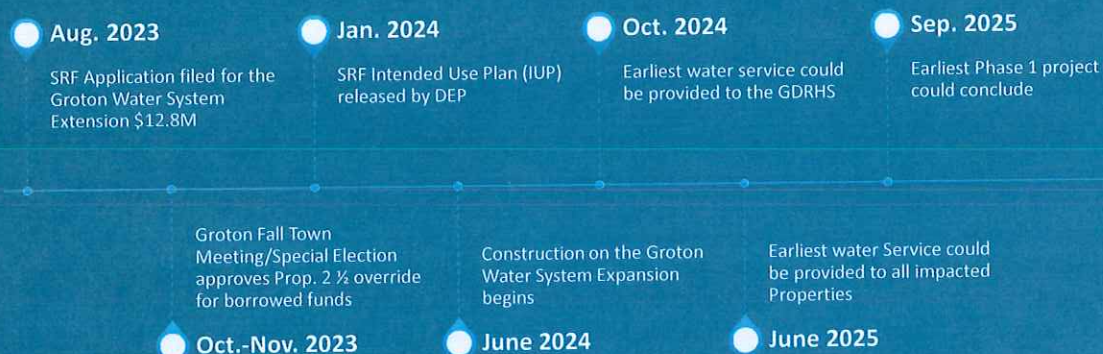


## Funding For The Project

- Article 12 of the 2023 Spring Town Meeting appropriated \$16.7 million for PFAS Remediation at the Groton Dunstable Regional High School.
- Commitment made by Selectboard was to present this final solution in the 2023 Fall Town Meeting prior to spending approved funds.
- Groton will hold its Annual Fall Town Meeting on Saturday, October 28, 2023.
- Article 9 on the Fall Town Meeting Warrant will ask to amend Article 12 to the Regional Solution and approve a Proposition 2½ Debt Exclusion.
- A Special Election will take place on Tuesday, November 7, 2023 to consider the Debt Exclusion.



## Regional Solution (Phase 1): Implementation Timeline



## Regional Solution (Phase 2): Implementation Timeline



## Cost Impact To Groton Residents – Phase 1

- **Phase I – Total Cost \$12,800,000**
- SRF Funding - 0% Interest (Anticipated PFAS Related Project Loan would be at 0% Interest)

• **Total Annual Debt Service** **\$426,667**

|  |            |
|--|------------|
| • Town of Groton Share (77.6%)         | \$331,093* |
| • Groton Water Department Share (7.8%) | \$ 33,280  |
| • Town of Dunstable Share (14.6%)      | \$ 62,293  |

- \*Increase in Tax Rate (FY 2026 First Payment) should Override Pass - \$0.13
- Annual Increase on Average Tax Bill (Home Valued at \$633,985) - \$82.42



## Cost Impact To Groton Residents – Phase 2

- Phase II – Total Cost to Groton and Dunstable is \$3.1 million (in addition to the \$10.4 million appropriated by the Town of Pepperell)
- Working with Federal and State Delegations to Receive "Earmark" to cover Phase II Cost – Earliest Funding would be available/needed would be Fiscal Year 2026.
- Pepperell will apply for SRF Funding for this Phase. Due to Pepperell's status as an "Environmental Justice Community", it is anticipated that in addition to 0% interest, there would be Principal forgiveness of approximately 20%, lowering cost to Groton and Dunstable by \$620,000 (\$2,480,000 new projected cost).



## Cost Impact To Groton Residents – Phase 2 (continued)

- Should no additional funding be received, the remaining cost of Phase II would be split between Groton and Dunstable at 50/50.

|                                 |           |
|---------------------------------|-----------|
| • Total Annual Debt Service     | \$82,666  |
| • Town of Groton Share (50%)    | \$41,333* |
| • Town of Dunstable Share (50%) | \$41,333  |

- \*Increase in Tax Rate (FY 2028 first payment) should Override Pass in FY 2028 - \$0.02
- Annual Increase on Average Tax Bill (Home Valued at \$633,985) - \$12.68



## CONCLUSION

- The Regional Solution is the only option that solves primary and secondary goals for all three communities
- Implementation timelines are subject to approval from MassDEP and the Water Resources Commission
- All solutions are subject to the approval of the Prop. 2 ½ override at the Groton Fall Town Meeting



## THANK YOU

Questions?

ENVIRONMENTAL  
 PARTNERS  
— An Apex Company —

# Sign On Form for Electric School Bus Letter

Please fill out the information below to add your signature to the letter. The full text of the letter can be seen [here](#). If you have any questions or concerns, please contact Dan McCarthy at [daniel.mccarthy@sierraclub.org](mailto:daniel.mccarthy@sierraclub.org).

## Letter Text

Governor Healey, Office of the Governor

Secretary Tepper, Executive Office of Energy and Environmental Affairs

Chief Hoffer, Office of Climate Innovation and Resilience

In Massachusetts, the transportation sector is the largest source of greenhouse gas emissions. In addition to fueling climate change, gas powered vehicles emit harmful pollution into the air that negatively impacts our communities. As the Commonwealth strives to address the climate crisis and reduce air pollution, municipalities are doing the hard work to implement climate action in our own communities. More action is needed to reduce emissions in the transportation sector, and electrifying our public fleets, especially school buses, is a crucial step that municipalities can take.

Around 400,000 Massachusetts students are transported by over 8000 school buses every year. Most school buses are running on old diesel engines that drive climate change and pollute the air we breathe. Large, diesel-run vehicles like school buses pose a significant threat to the health and wellbeing of our children, our bus drivers, and communities across Massachusetts.

Transitioning to electric school buses can immediately improve the health of our children, our communities, and address the impacts of climate change. School buses are an ideal target for electrification, with consistent routes and predictable energy usage. Electric school buses have zero tailpipe emissions and can save school districts thousands of dollars in operation and maintenance costs each year.

**We ask that Massachusetts commit to an all-electric school bus fleet by 2035.**

The 2025 and 2030 Clean Energy and Climate Plan commits the Commonwealth to reduce emissions in the transportation sector by 34% by 2030, including a commitment to prioritizing electrification of fleets with significant public health benefits. By introducing a statewide commitment to school bus electrification by 2035 and supporting the transition, the Commonwealth will come closer to meeting its emissions targets.



Now more than ever, there is interest and excitement to transition old diesel fleets to new clean electric school buses. Many school districts like Boston, Beverly, Quincy, and Arlington have begun electrifying their fleets. With \$5 billion in federal funding, the EPA's Clean School Bus program is providing school districts across the country with funding support to replace fossil fuel buses with zero-emission models. In Massachusetts alone, forty-seven school districts applied for the EPA's first round of funding, but only five schools received the grant. While many cities and towns have applied for limited federal and state funds, many more lack the resources to submit competitive applications. Our cities and towns need investment now to reduce energy usage, reduce costs, and reduce emissions and air pollution in the future.

**We ask the Governor to create a \$70 million fund to support school bus electrification.**

The current federal and state funding options are not enough to meet the need and demand for school districts across the state. Most school districts will need additional funding support to build charging infrastructure and purchase electric buses. Massachusetts must step up and commit additional funding for municipalities to support school bus electrification.

Other states in New England have set mandates for school bus electrification, such as Connecticut's 2040 target for 100% zero-emission school buses. New York has mandated that all new school bus purchases must be electric starting in 2027, and the entire fleet must be electric by 2035, while allocating \$500 million in support funding. New Jersey has allocated \$45 million in grant funding over three years. California has allocated \$1.8 billion to spend in the next 5 years on zero-emissions school buses. Colorado has allocated \$65 million for school bus electrification. Massachusetts is clearly behind other states on this issue, and must take action now to support municipalities in this crucial moment of transition.

To spur electric school bus adoption and prioritize building a future that is clean, accessible, equitable, and climate resilient, we ask Massachusetts to make these bold and necessary commitments. Thank you for your consideration.

mhaddad3999@gmail.com [Switch account](#)



Not shared

\* Indicates required question



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

## Article 1: Prior Year Bills

**Mover: Matt Pisani**

**MOTION:** I move that the sum of Four Hundred Dollars (\$400) be transferred from the Water Enterprise Fund Surplus for the payment of the following bill of a prior fiscal year:

|                    |       |
|--------------------|-------|
| Nashoba Analytical | \$400 |
|--------------------|-------|

**Quantum of Town Meeting Vote: 4/5's Majority**

### Articles 2, 3, 4, 5, 6, 7 & 8 – Consent Motion

**Mover: John Reilly**

**MOTION:** I move that the Town take affirmative action on Articles 2, 3, 4, 5, 6, 7 & 8, pursuant to the motions as set forth in the Town Meeting Information Handout for this Meeting, without debate and in accordance with the action proposed under each motion, provided however that if any voter requests the right to debate a specific motion, then said motion shall be debated and voted upon separately.

**Quantum of Town Meeting Vote: Majority**

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

## Budget Motions

**MOTION 1:** I move that the Fiscal Year 2024 Operating Budget, as adopted pursuant to Article 5 of the April 29, 2023 Spring Town Meeting, be amended as follows, each line item to be considered as a separate appropriation for the purposes voted:

**General Government:** By increasing the General Government Appropriation from \$2,349,147 to \$2,388,159 so as to increase Line Item 1022 – “Select Board Expenses” by \$5,000, from \$6,800 to \$11,88; increase Line Item 1030 – “Town Manager Salaries” by \$8,150, from \$243,914 to \$252,064; increase Line Item 1070 – “Treasurer/Tax Collector Salaries” by \$3,406, from \$147,363 to \$150,769; increase Line Item 1101 – “Information Technology Wages” by \$7,146, from \$63,115 to \$70,261; increase Line Item 1131 – “Town Clerk Wages” by \$450, from \$72,675 to \$73,125; increase Line Item 1132 – “Town Clerk Expenses” by \$4,850, from \$13,600 to \$18,450; increase Line Item 1140 – “Elections & Board of Registrars” by \$2,500, from \$20,460 to \$22,930; increase Line Item 1141 – “Elections & Board of Registrars Expenses” by \$7,510, from \$15,417 to \$22,927; and raise and appropriate from the Fiscal Year 2024 tax levy and other general revenues of the Town the sum of \$23,702 and transfer the sum of \$15,310 from the Excess and Deficiency Fund (Free Cash), for a total of \$39,012 to fund said increases.

**MOTION 2:** I move that the Fiscal Year 2024 Operating Budget, as adopted pursuant to Article 5 of the April 29, 2023 Spring Town Meeting, be amended as follows, each line item to be considered as a separate appropriation for the purposes voted:

**Land Use Departments:** By increasing the Land Use Department Appropriation from \$492,508 to \$499,606 so as to increase Line Item 1210 – “Planning Board Salaries” by \$6,468, from \$89,453 to \$95,921; increase Line Item 1241 – “Building Inspector Wages” by \$630, from \$60,823 to \$61,453; and raise and appropriate from the Fiscal Year 2024 tax levy and other general revenues of the Town the sum of \$7,098 to fund said increases.

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**MOTION 3:** I move that the Fiscal Year 2024 Operating Budget, as adopted pursuant to Article 5 of the April 29, 2023 Spring Town Meeting, be amended as follows, each line item to be considered as a separate appropriation for the purposes voted:

**Protection of Persons and Property:** By increasing the Protection of Persons and Property Appropriation from \$4,737,597 to \$4,772,597 so as to increase Line Item 1310 – “Fire Department Salaries” by \$5,000, from \$276,595 to \$281,595; increase Line Item 1351 – “Emergency Management Expenses” by \$30,000, from \$10,000 to \$40,000; and raise and appropriate from the Fiscal Year 2024 tax levy and other general revenues of the Town the sum of \$5,000 and transfer the sum of \$30,000 from the Excess and Deficiency Fund (Free Cash), for a total of \$35,000 to fund said increases.

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**MOTION 4:** I move that the Fiscal Year 2024 Operating Budget, as adopted pursuant to Article 5 of the April 29, 2023 Spring Town Meeting, be amended as follows, each line item to be considered as a separate appropriation for the purposes voted:

**Library and Citizen’s Services:** By increasing the Library and Citizen’s Services Appropriation from \$1,945,270 to \$1,947,870 so as to increase Line Item 1661 – “Library Wages” by \$2,600, from \$314,504 to \$317,104; and raise and appropriate from the Fiscal Year 2024 tax levy and other general revenues of the Town the sum of \$2,600 to fund said increase.

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**MOTION 5:** I move that the Fiscal Year 2024 Operating Budget, as adopted pursuant to Article 5 of the April 29, 2023 Spring Town Meeting, be amended as follows, each line item to be considered as a separate appropriation for the purposes voted:

**Debt Service:** By decreasing the Debt Service Appropriation from \$4,980,707 to \$4,801,562 so as to decrease Line Item 2005B – “Short Term Debt – Interest – Excluded ” by \$179,145, from \$1,217,250 to \$1,038,105.

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### **Article 3: Fiscal Year 2024 Capital Budget**

**MOTION:** I move that One Hundred Ten Thousand Dollars (\$110,000) be transferred from the Excess and Deficiency Fund (Free Cash), to be expended under the direction of the Town Manager, for the purpose of funding the Fiscal Year 2024 Capital Budget, as follows:

| <u>Item</u>                               | <u>Amount</u>   | <u>Department</u> |
|---|-----------------|-------------------|
| Seal Police and Fire Station Parking Lots | \$30,000        | Town Facilities   |
| Parking Lot Improvements                  | <u>\$80,000</u> | Country Club      |
| Total                                     | \$110,000       |                   |

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### **Article 4: Transfer Money Into the Capital Stabilization Fund**

**MOTION:** I move that \$637,697 be transferred from the Excess and Deficiency Fund (Free Cash) to be added to the sum already on deposit in the Capital Stabilization Fund.

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### **Article 5: Transfer Money into the Stabilization Fund**

**MOTION:** I move that \$71,000 be transferred from the Excess and Deficiency Fund (Free Cash) to be added to the sum already on deposit in the Stabilization Fund.

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### **Article 6: Transfer Money into the GDRSD Capital Stabilization Fund**

**MOTION:** I move that \$541,000 be transferred from the Excess and Deficiency Fund (Free Cash) to be added to the sum already on deposit in the Groton Dunstable Regional School District Capital Stabilization Fund.

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### **Article 7: Transfer Money into the Special Purpose Opioid Stabilization Fund**

**MOTION:** I move that \$4,991 be transferred from the Excess and Deficiency Fund (Free Cash) to be added to Special Purpose Opioid Stabilization Fund.

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### **Article 8: Transfer Within the Water Enterprise Fund**

**MOTION:** I move that \$150,000 be transferred from the Water Enterprise Fund Surplus to the Fiscal Year 2024 Water Department Operating Budget for general expenses.

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**Article 9: Amend 12 - 2023 Spring Town Meeting (GDRSD – PFAS)**

**Mover: Alison Manugian**

**MOTION:** I move to amend Article 12 of the 2023 Spring Town Meeting by adding the following additional language after the words “in said water supply sources”:

“and to improve the water systems of Groton, Dunstable and Pepperell by expanding municipal fire protection, head off a potential PFAS plume spread, and increase water system resilience by establishing emergency interconnections between the three systems,”

and, further, to amend Article 12 of the 2023 Spring Town Meeting by adding the following wording at the end of the Article: “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)”,

**Quantum of Town Meeting Vote:** **2/3rds Majority**

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**Article 10: Water Supply System at 500 Main St. and Taylor St.**

**Mover: Tom Orcutt**

**MOTION:** I move that the Town appropriate One Million Two Hundred Twenty-Five Thousand Dollars (\$1,225,000), to be expended under the direction of the Board of Water Commissioners for the design, bid specifications, bidding, construction, and construction administration of a water supply system at 500 Main Street and Taylor Street, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Town Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to G.L. c. 44, §8(5) or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor, provided, that no funds may be expended hereunder for construction purposes unless and until the Town has received a MassWorks Development Grant for the project.

**Quantum of Town Meeting Vote:** **2/3rds Majority**

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

**Mover: Peter Cunningham**

**MOTION:** I move 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.

**Quantum of Town Meeting Vote:** **Majority**

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

**Mover: John Reilly**

**MOTION:** I move to authorize the Select Board to petition the General Court of the Commonwealth of Massachusetts to enact special legislation to Amend Article 6, Section 6.4.1 of the Groton Town Charter, as set forth in Article 12 of the Warrant for the 2023 Fall Town Meeting.

**Quantum of Town Meeting Vote:** **Majority**

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**Article 13: Disposition of Parcel 249-51 Hoyts Wharf Road**

**Mover: Becky Pine**

**MOTION:** I move to authorize the Select Board to sell and/or lease for a period not to exceed 99 years, or otherwise dispose of the Town's interest in Parcel 249-51, either the entire parcel or a portion thereof, 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 special legislation necessary to authorize this disposition.

**Quantum of Town Meeting Vote:** **2/3rds Majority**

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**Article 14: Disposition of Parcel 249-57 Cow Pond Brook Road**

**Mover: Becky Pine**

**MOTION:** I move to authorize the Select Board to sell and/or lease, for a period not to exceed 99 years, or otherwise dispose of the Town's interest in Parcel 249-57, either the entire parcel or a portion thereof, 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.

**Quantum of Town Meeting Vote:** **2/3rds Majority**

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**Article 15: Accept New Public Ways**

**Mover: Matt Pisani**

**MOTION:** I move to accept Cherry Tree Lane, Fieldstone Drive, and Arbor Way as public ways, as set forth in Article 15 of the Warrant for the 2023 Fall Town Meeting.

**Quantum of Town Meeting Vote:** **Majority**

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**SELECT BOARD MEETING MINUTES  
MONDAY, OCTOBER 2, 2023  
UN-APPROVED**

**SB Members Present:** Peter Cunningham, Chair; 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; Patricia Dufresne, Assistant Finance Director/Town Accountant; Tom Orcutt, Groton Water Superintendent; Dawn Dunbar, Town Clerk; Takashi Tada, Town Planner/Land Use Director; Tom Delaney, DPW Director; Hannah Moller, Treasurer/Collector

**Finance Committee:** Bud Robertson, Chair; Colby Doody, Vice Chair; Michael Sulprizio; Mary Linskey; Gary Green; David Manugian

**Sustainability Commission:** Phil Fransisco; Charlotte Weigel; Ginger Vollmar

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

**PUBLIC COMMENTS**

None

**ANNOUNCEMENTS**

Ms. Pine announced that the Groton Business Association held Grotonfest on Saturday, September 30, 2023. She said it was a huge success and wanted to commend everyone for the wonderful community event.

Mr. Cunningham announced that on Wednesday, October 4th, at the Center, the Sustainability Commission will hold a forum on PFAS starting at 7:00 p.m.

The Town Clerk, Ms. Dunbar, was happy to announce that Governor Healey had approved the Town's Special Legislation approved at the 2023 Spring Town Meeting. This legislation will combine Precincts 1 and 3A. Eighty-three households have been informed via mail that they will now vote at Precinct 1, which is still at the Groton Center. Ms. Dunbar also received the early absentee and official ballots. She said approximately 119 absentee ballots were mailed out earlier that day. Early voting will begin on Saturday, October 28th, and will be held at Town Hall from 12:00 p.m. to 6:00 p.m. Early voting will be available during regular business hours the following week. The last day to register to vote is October 18<sup>th</sup> by 5:00 p.m., and the last day to request a ballot by mail is Tuesday, October 31<sup>st</sup> by 5:00 p.m.

Mr. Haddad wanted to thank Representative Scarsdale for shepherding the special legislation that combined the precincts.

Mr. Tada said the Planning Board has a community survey online and flyers posted around Town Hall with a QR code as part of the Master Plan information gathering process.

Mr. Robertson called the Finance Committee to order.

## **TOWN MANAGERS REPORT**

- 1. Consider Ratifying the Town Manager's Appointment of Kim Komperda to the Groton Country Club Golf Staff.**

*Mr. Reilly made a motion to ratify the Town Manager's appointment of Kim Komperda to the Groton Country Club Golf Staff. Mr. Pisani seconded the motion. The motion carried unanimously.*

- 2. Consider Accepting the Town Manager's Nomination and Appoint Bart Yeager to the Recycling Committee.**

*Mr. Pisani made a motion to accept the Town Manager's nomination and appoint Bart Yeager to the Recycling Committee. Ms. Pine seconded the motion. The motion carried unanimously.*

- 3. Update from the Town Manager on IMA Negotiations with the Town of Dunstable.**

Mr. Haddad said Phase One of the IMA with Dunstable to address PFAS at the GD High School had been negotiated with Town Administrator Jason Silva. Phase Two is more complicated, but they are still working on it. Mr. Haddad explained that he was trying to find state or federal funding to help pay for the \$3.1M for Phase Two. He has reached out to Congresswoman Trahan's Office to potentially get an earmark for federal funding in the coming year. He has been in touch with the state delegation and has scheduled a meeting on October 16<sup>th</sup> to discuss an earmark for state funding. He has also contacted the Department of Environmental Protection (DEP) to seek available funding, and Mr. Orcutt applied for a grant from DEP for funding as well. Mr. Haddad requested that the Board meet in joint session with the Dunstable Board of Selectmen on October 16<sup>th</sup> to finalize the IMA. He wants this in place prior to the two public sessions that have been scheduled prior to Town Meeting. The sessions will be held on Wednesday, October 18, 2023, at 9:30 a.m. and 7:00 p.m. to be held at the Groton Center.

### **7:15 Public Hearing- Road Layout Acceptance- Cherry Tree Lane, Fieldstone Drive, and Arbor Way**

Mr. Haddad read aloud the public hearing notice.

*Ms. Pine made a motion to open the public hearing. Ms. Manugian seconded the motion. The motion carried unanimously.*

Bruce Wheeler, Principal of Habitat Communities, who constructed the roadways/Academy Hill Subdivision attended the public hearing.

Mr. Haddad said the Planning Board voted to recommend the Select Board adopt the layout for these three roads. Mr. Tada, Land Use Director/Town Planner, was in attendance to give an overview. The Select Board had received two emails earlier that day from residents of Academy Hill. Mr. Haddad wanted to address those concerns. Mr. Tada explained that the developer had addressed the catch basin, one of two outstanding items listed in the Planning Board memo to the Select Board.

Mr. Delaney, DPW Director, said he has been working with Academy Hill since the spring. He still has a few items to address (a basin and mowing a few sections), but he said the road was in good shape for acceptance. Mr. Wheeler said regarding the emails, he plans to meet the residents who sent the letters on site, take a look at the repairs, and complete the repairs by October 13<sup>th</sup>. He explained the storm sector would also be cleaned out by the same date. Mr. Haddad asked the Select Board to continue the Road Acceptance hearing until the October 16<sup>th</sup> Select Board meeting. Mr. Wheeler plans to work with Mr. Delaney to address the concerns.

### Board Member's Comments/Suggestions

Ms. Manugian said they need a summary of items to be completed.

Ms. Pine knew of a tight turn at the bottom of Fieldstone Drive. Mr. Delaney stated that Nitch reviewed the plans and the turns to meet the required turning radius.

Ms. Pine asked what happens after the plan is accepted regarding mitigating turtles. Mr. Tada said the requirements for the turtle mitigation would be the jurisdiction of the state Natural Heritage Program. He said you could find the requirements in a Conservation Management Permit. The Conservation Commission is holding funds in escrow that the developer is required to set aside. Mr. Tada will look into the provisions. The builder's attorney will look further into this and provide a letter to the town. Mr. Haddad stated that the turtle mitigation plan has no bearing on the road acceptance.

### Public comments/ suggestions

Nadia Madden, of 42 Cherry Tree Lane, said the town owns other parcels of land within Academy Hill. She asked if they would also be turned over to the town with the acceptance of the roads. Mr. Cunningham said they would be part of the stormwater drainage easements, so he believed that would be the case.

Michael Sulprizio, who lives at 315 Cherry Tree Lane, expressed frustration at the lack of communication from the developer regarding overdue repairs. He is looking forward to the town taking over the roads.

*Ms. Pine made a motion to continue the public hearing to October 16<sup>th</sup> at 7:15 p.m. Mr. Reilly seconded the motion. The motion carried unanimously.*

Mr. Haddad asked the Board to move the Fall Town Meeting Warrant up in the agenda to discuss.

### Items for Select Board Consideration and Action

#### **Consider Taking Positions on All Articles and Issue the 2023 Fall Town Meeting Warrant**

Mr. Haddad said enclosed with the Report was the Final Draft of the 2023 Fall Town Meeting Warrant. Since the last draft, there have been several changes made to the Warrant:

- A. The Legislature has approved, and the Governor has signed into law the legislation passed at the 2023 Spring Town Meeting combining Precincts 1 and 3A into one Precinct. Mr. Haddad said they now have three precincts that would be in effect at the November 7, 2023 Special Election. The Town Clerk will notify voters in the former Precinct 3A of this change. The Warrant has been amended to reflect this change.
- B. Two additional budget amendments have been amended to Article 2. Mr. Haddad asked the Board to consider these changes:

Planning Board Salaries: The Land Use Director/Town Planner has opted out of the Town's Health Insurance Program. The requested \$6,468 would come from Unexpended Tax Capacity because it is a recurring expense.

Emergency Management Expenses: On September 8 and September 11, 2023, the Communication Tower and Radio Systems located at the Fire Station, Police Station, Gibbet Hill, Cow Pond, and Hollingsworth and Vose were struck by lightning, causing significant damage. The estimated cost of repairs is \$30,000. An insurance claim could be filed, but the Town has experienced many claims over the last several years, causing a significant increase in the Town's insurance premium. Mr. Haddad said

in an effort to keep the insurance cost down, he was requesting that the Town pay for these repairs from Free Cash in the amount of \$30,000. Mr. Robertson asked for the amount the town pays for Property and Casualty. Ms. Cruikshank said she would find out the amount and give it to the members. Mr. Manugian asked why he wouldn't go for a reserve fund transfer. Mr. Haddad said it was an option, but since it was very early in the year, he would not be comfortable hitting the Reserve Fund with such a large sum.

- C. The Article to address PFAS at the Groton Dunstable Regional High School (Article 9) has been amended to reflect the vote of the Select Board to approve the Regional Solution. The Article would no longer request a reduction in the appropriation from the 2023 Spring Town Meeting, and it would remain at \$16.7M. Additionally, the wording had been added to include the proposed work under Phase II and tie the appropriation to a Debt Exclusion.
- D. The Water Commission has voted to remove the Article that would consider design engineering for PFAS treatment at the Whitney Well Treatment Plant. If they go forward, they will address it at the Spring Town Meeting. Based on this removal, there are now 15 Articles.
- E. The Town Manager's Report has been added to the end of the Warrant.

Mr. Haddad respectfully requested that the Board consider taking positions on all the Articles in the Warrant.

Article 1: Prior Year Bills- The Select Board was unanimously in favor to support.  
The Finance Committee was unanimous in favor to support.

Article 2: Amend the Fiscal Year 2024 Town Operating Budget-  
The Select Board was unanimously in favor to support.

Article 3: Fiscal Year 2024 Capital Budget-  
Item #1: The Select Board was unanimously in favor to support.  
Item #2: The Select Board unanimously in favor to support.

Article 4: Transfer Money into Capital Stabilization Fund-  
The Select Board was unanimously in favor to support.  
The Finance Committee was unanimously in favor to support.

Article 5: Transfer Money into Stabilization Fund-  
The Select Board was unanimously in favor to support.  
The Finance Committee was unanimously in favor to support.

Article 6: Transfer Money into the GDRSD Capital Stabilization Fund-  
The Select Board was unanimously in favor to support.

Article 7: Transfer Money into the Special Purpose Opioid Fund-  
The Select Board was unanimously in favor to support.  
The Finance Committee was unanimously in favor to support.

Article 8: Transfer Within the Water Enterprise Fund-  
The Select Board was unanimously in favor to support.  
The Finance Committee was unanimously in favor to support.

Article 9: Amend Article- Article 12 of the 2023 Spring Town Meeting (GDRSD-PFAS)-  
Ms. Manugian asked Mr. Haddad to send the original language of Article 12. Mr. Haddad agreed to send this to the Board.

The Select Board was unanimously in favor to support.  
The Finance Committee had not taken a position on Article 9 at that time.

Article 10: Water Supply System at 500 Main Street and Taylor Street-  
The Select Board was unanimously in favor to support.  
The Finance Committee was unanimously in favor to support.

Article 11: Adopt M.G.L., c.53, §9A- Nomination Papers for Cities or Towns-  
The Select Board was unanimously in favor to support.

Article 12: Amend Town Charter- Article 6. Section 6.4.1-  
The Select Board was unanimously in favor to support.  
The Finance Committee was unanimously in favor to support.

Article 13: Sale or Lease of Parcel 249-51 Hoyts Wharf Road-  
Mr. Haddad said bids for the RFP were due on October 5, 2023.

The Select Board deferred to Town Meeting.

Article 14: Sale of Lease 249-57 Cow Pond Brook Road-  
Mr. Haddad said the bids for the RFP were due on October 5, 2023.

The Select Board deferred to Town Meeting.

Article 15: Accept New Public Ways-  
Mr. Haddad said they were waiting for the as-built for Monarch Path. There are no records of the engineer report, so they are waiting to hear from the Planning Board.

The Select Board deferred to Town Meeting,

Mr. Haddad reviewed the Town Manager's Report. He said should the Town Meeting agree with these appropriations, \$1,411,545 would come from the Town's Free Cash Account. Ms. Pine said she wanted to comment and clarify there may be questions that come up about why we couldn't use the money from Free Cash for PFAS. Mr. Haddad said the needs far exceed what the town has for available funds.

There were no questions from the Finance Committee.

**4. Approve Letter of Support to the Community Preservation Committee for the Proposed Historical Commission's Application to Restore Milestone Markers at 94 Boston Road and 122 Old Ayer Road**

Mr. Haddad drafted a letter to the Community Preservation Committee supporting the Historical Commission's proposed CPA Application to restore the granite milestone markers located at 94 Boston Road and 122 Old Ayer Road. This letter was provided to the Board for their review. Mr. Haddad respectfully requested that the Select Board approve the letter.

*Ms. Pine made a motion to approve the Letter of Support to the Community Preservation Committee in support of the Historical Commission's Application to restore milestone markers at 94 Boston Road and 122 Old Ayer Road. Mr. Pisani seconded the motion. The motion carried unanimously.*

**5. Update on Select Board Meeting Schedule Through the End of the Year**

|                             |   |
|-----------------------------|---|
| Monday, October 9, 2023     | No Meeting (Indigenous People's Day)  |
| Monday, October 16, 2023    | Regularly Scheduled Meeting- Cont. of the Road Acceptance Hearing   |
| Monday, October 23, 2023    | Regularly Scheduled Meeting   |
| Wednesday, October 25, 2023 | Joint Session with Finance Committee and Groton Dunstable Regional School District Committee- FY 25 Budget Report from Tri-Comm |
| Monday, October 28, 2023    | 2023 Fall Town Meeting  |
| Monday, October 30, 2023    | Joint Session with Finance Committee to Set FY 2025 Budget Guidance   |
| Monday, November 6, 2023    | Regularly Scheduled Meeting   |
| Monday, November 13, 2023   | No Meeting  |
| Monday, November 20, 2023   | Regularly Scheduled Meeting   |
| Monday, November 27, 2023   | No Meeting  |
| Monday, December 4, 2023    | Regularly Scheduled Meeting   |
| Monday, December 11, 2023   | Regularly Scheduled Meeting   |
| Monday, December 18, 2023   | Regularly Scheduled Meeting   |
| Monday, December 25, 2023   | No Meeting (Christmas Day)  |
| Monday, January 1, 2023     | No Meeting (New Year's Day)   |
| Monday, January 8, 2023     | Regularly Scheduled Meeting   |

**ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION**

**1. Sustainability Commission- Update on Greenhouse Gas Emissions Inventory Initiative**

The Sustainability Commission was in attendance to update the Board on their initiatives this year, including the town-wide greenhouse gas emissions inventory. Mr. Phil Fransisco and Charlotte Weigel were in attendance for the meeting with a presentation. The presentation provided information on the benefits of reducing community GHG emissions generated by residential and commercial buildings and vehicles registered in Groton. Please refer to the attached presentation.

**Comments**

*Mr. Haddad said the Town will renew the contract with Black Earth.*

*Ms. Manugian would love to see what changing from oil to electric would cost.*

*Ms. Pine would like to learn more and get tips to maximize electricity use in your home and adjust to new electricity rates.*

*Mr. Francisco said weatherizing your home helps.*

*Mr. Cunningham suggested setting a timer on your thermostat during peak hours from 4:00 p.m. to 8:00 p.m.*

*Mr. Pisani thanked the Sustainability Commission as he has attended several of their seminars. He said a lot of work has been put into this presentation, and he appreciates their approach.*

Ms. Weigel thanked the many Commission Members and others for the many hours of work they put into this.

**2. Consider Appointing Leonard Green as an Associate Member of the Zoning Board of Appeals.**

*Mr. Pisani made a motion to appoint Leonard Green as an Associate Member of the Zoning Board of Appeals, with a term to expire on June 30, 2024. Mr. Reilly seconded the motion. The motion carried unanimously.*

**3. Consider Approving a One Day Wine and Malt Beverage License for the First Parish Church for Liverpool Night on Saturday, October 14, 2023, from 7:00 p.m. to 10:00 p.m.**

*Ms. Pine made a motion to approve a One Day Wine and Malt Beverage license for the First Parish Church for Liverpool Night on Saturday, October 14, 2023, from 7:00 p.m. to 10:00 p.m. Mr. Pisani seconded the motion. The motion carried unanimously.*

**OTHER BUSINESS**

**1. Vote to Authorize the Town Manager and the Chair to sign the Warrants for the next 30 days.**

*Ms. Manugian made a motion to authorize the Town Manager and the Chair to sign the Warrants for the next 30 days. Mr. Pisani seconded the motion. The motion carried unanimously.*

**2. Mr. Haddad would like to schedule a special Select Board meeting on Tuesday, October 2, at 8:00 a.m. to consider ratifying the Town Manager's Appointment of the Conservation Administrator.**

**ON-GOING ISSUES**

- E. Town Manager's Tri-Comm Working Group- A joint meeting between the Select Board and the School Committee will be held at the Performing Arts Center on Wednesday, October 25th at 7:00 PM to present the final Report of the Tri-Comm Working Group.

**Approval of Minutes from September 11<sup>th</sup> and September 18, 2023**

*Ms. Pine made a motion to approve the minutes of the regularly scheduled meeting from September 11, 2023 as amended. Mr. Pisani seconded the motion. The motion carried unanimously.*

*Ms. Pine made a motion to approve the minutes of the regularly scheduled meeting from September 18, 2023 as amended. Mr. Pisani seconded the motion. The motion carried unanimously.*

The meeting adjourned at 8:51 p.m.

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

**SELECT BOARD MEETING MINUTES  
HELD VIRTUALLY VIA ZOOM  
TUESDAY, OCTOBER 10, 2023  
UNAPPROVED**

**SB Members Virtually Present:** Peter Cunningham, Chair; John Reilly, Vice Chair; Alison Manugian, Clerk; Matt Pisani; Becky Pine

**Also Virtually Present:** Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Melisa Doig, Human Resource Director; Katie Berry, Inter-Departmental Administrative Assistant; Takashi Tada, Land Use Director/Town Planner; Charlotte Steeves

Mr. Cunningham called the meeting to order at 8:00 AM.

Mr. Haddad said a Search Committee was formed to find the right candidate for the next Conservation Administrator. The Search Committee consisted of Takashi Tada, the Land Use Director; Melisa Doig, the Human Resource Director; Eileen McHugh, Conservation Commission Chair; Becky Pine, Select Board Member; Mark Haddad, Town Manager; and Kara Cruikshank, Executive Assistant to the Town Manager. They received a total of 27 applications and interviewed five candidates. The Search Committee narrowed it down to two candidates. They were then interviewed by the Conservation Commission and the Department Heads. Mr. Haddad stated that Ms. Steeves "knocked it out of the park" with the Department Heads. She was a great fit and will be a wonderful addition to the Staff. Mr. Haddad said the Police Department conducted a thorough background investigation on Ms. Steeves, which was outstanding. Mr. Haddad expressed his pleasure in appointing Ms. Steeves as the next Conservation Administrator and asked the Board to consider ratifying the appointment.

Ms. Pine invited Ms. Steeves to say a few words.

Ms. Steeves expressed her excitement to start with the Conservation Commission. Ms. Pine shared that she learned, during the interviews, that two of the Candidates had spent much time in their youth on the trails in Groton. She found it gratifying to hear the Conservation Commission's trail maintenance positively impacted both candidates. Mr. Cunningham said it was great to hear.

**1. Consider Ratifying the Town Manager's Appointment of Charlotte Steeves as the Conservation Administrator for the Town of Groton.**

*Ms. Pine made a motion to ratify the Town Manager's appointment of Charlotte Steeves as the Conservation Administrator for the Town of Groton, effective October 30, 2023. Mr. Pisani seconded the motion. Roll call: Pine-aye; Manugian-aye; Pisani-aye; Cunningham-aye; Reilly-aye.*

Mr. Haddad said he was very excited for Ms. Steeves to start working for the Town of Groton and congratulated her.

The meeting was adjourned at 8:08 a.m.

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