



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, DECEMBER 4, 2023
AGENDA
SELECT BOARD MEETING ROOM
2nd FLOOR
GROTON TOWN HALL

- | | |
|----------------|--|
| 6:00 P.M. | Announcements and Review Agenda for the Public |
| 6:05 P.M. | Public Comment Period |
| I. 6:06 P.M. | Town Manager's Report |
| | <ol style="list-style-type: none">1. Additional Information from Town Manager on Patriot Regional Emergency Communications Center (RECC)/Consider Joining Patriot RECC2. FY 2025 Budget Update3. Update on Select Board Meeting Schedule Through the End of the Year |
| II. 6:10 P.M. | Items for Select Board Consideration and Action |
| | <ol style="list-style-type: none">1. Pursuant to the Employment Agreement Between the Town and Police Chief Michael Luth, Consider Notifying Chief Luth of the Board's Intent to Renew the Contract for an Additional Three-Year Term2. Consider Appointing Damian Huggins to the Diversity Equity and Inclusion Committee3. Consider Appointing Linda Loren and Ken Horton to the Sustainability Commission and Sue Fitterman as an Alternate Member of the Sustainability Commission |
| III. 6:15 P.M. | Workshop with Electric Light Commission and Sustainability Commission to Discuss Transition to new Light Department General Manager and Climate Change Initiatives |

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. Administrator's Working Group on FY 2025 Budget

SELECT BOARD LIAISON REPORTS

- IV. Minutes: Regularly Scheduled Meeting of November 20, 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: *December 4, 2023*

TOWN MANAGER'S REPORT

Please note that, pursuant to the Select Board's vote at your last meeting, for the next three months (at least) the Select Board Meetings will begin at 6:00 p.m. In addition to the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues List, there is one item scheduled on Monday's Agenda. In conjunction with one of the Board's Annual Goals, we have scheduled a workshop with the Electric Light Commission and Sustainability Commission to discuss the transition to a new Light Department General Manager and Climate Change Initiatives.

1. At your last meeting, I brought forward to the Board a proposal to join the Patriot Regional Emergency Communications Center (RECC). The Board delayed deciding on this for two weeks while we gathered more information on the impact of joining the Patriot RECC. I am bringing this matter back before the Board for a decision at this week's meeting. To assist the Board in deciding, I would offer the following information/follow-up that has taken place since your November 20th Meeting:
 - a. On November 21st, the Dunstable Board of Selectmen voted unanimously to join the Patriot RECC in FY 2025. With them joining Patriot, the Groton RECC will no longer exist on July 1, 2024, and if the Board chooses not to join Patriot, will become a singular Department and our 911 State Grant will decrease from approximately \$260,000 annually to an estimated \$40,000 annually, unless we find another Community to replace Dunstable, which is unlikely to happen by July 1st. In addition, both the Pepperell and Townsend Select Boards voted to approve Groton and Dunstable joining the Patriot RECC. It is my understanding that Ashby is scheduled to vote on this within the next two weeks. For the Board's information, I have attached a copy of the current Patriot RECC Intermunicipal Agreement (IMA) between Pepperell, Townsend and Ashby. We will need to enter a similar IMA with all five Towns should the Board vote to join Patriot.

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1. **Continued:**

- b. I want to apologize to the Board. I made a mistake at your last meeting when I presented the current budget appropriation for our RECC. I failed to include expenses in my presentation. The following is the corrected breakdown of the Budget impact of joining Patriot:

Current Appropriation for Wages:	\$448,073 (after \$120,000 Grant Offset)
Current Appropriation for Expenses:	\$ 23,875
Current Appropriation for Health Insurance:	<u>\$ 76,366</u>
Total	\$548,314

Less Dunstable Payment	<u>\$ 84,000</u>
Actual Tax Subsidy	\$464,314

Cost Savings in FY 2025 for Joining Patriot \$464,314

Less Anticipated Patriot RECC Assessment* (Can be used for One-Time Expenditures)	<u>\$335,046</u>
Total Savings in FY 2025 Budget	\$129,268

*As previously stated, the State 911 Department will cover Groton's Assessment for the next three years. I am showing this for illustrative purposes. Should the Select Board and Finance Committee decide not to set this amount aside for one-time expenditures, the actual savings for joining the Patriot RECC in FY 2025 is \$464,315. We would need to find 50% of our Assessment in the Operating Budget in FY 2028, 75% of our Assessment in FY 2029 and 100% of our Assessment in FY 2030. Based on an anticipated 2½% Assessment increase in each of the next five years, I would anticipate the following Assessment to Groton:

	<u>Anticipated Assessment</u>	<u>State Portion</u>	<u>Groton Portion</u>
FY 2025	\$ 335,046	\$ 335,046	\$ -
FY 2026	\$ 343,422	\$ 343,422	\$ -
FY 2027	\$ 352,008	\$ 352,008	\$ -
FY 2028	\$ 360,808	\$ 180,404	\$ 180,404
FY 2029	\$ 369,828	\$ 90,202	\$ 279,626
FY 2030	\$ 379,074	\$ -	\$ 379,074

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1. **Continued:**

- c. To address the issue of not having dedicated personnel on site at the Police Station to monitor the property, I am considering adding additional administrative support during normal business hours, Monday through Friday, in the FY 2025 Police Department Budget. As the Proposed Budget is not finalized at this time, I cannot provide you with an actual budgetary impact, but it will not exceed the anticipated savings of **\$129,268**.
- d. I have met with Pepperell Town Administrator Andrew MacLean and Patriot RECC Director of Operations David Stairs to discuss transitioning our current Communications Officers to the Patriot RECC. As previously stated, Patriot will hire five of our current employees (we are staffed at 6.5 employees). I believe Pepperell has been very accommodating in considering this transition. I provided the Board with a summary of the outcome of these discussions under separate cover. I cannot discuss this publicly as it involves matters pertaining to Collective Bargaining. Rest assured; I am doing everything I can to keep our employees whole.
- e. Members of the Select Board, the Police Chief, Deputy Police Chief, Fire Chief, Executive Assistant to the Town Manager and I toured the Patriot RECC on Tuesday to get a full understanding of the operation. It was a very productive tour and many questions/issues were addressed. We can discuss them in more detail at Monday's meeting. That said, we will be assisting the Town of Pepperell in making improvements at the Patriot RECC by adding an additional Dispatching Station. The cost is approximately \$100,000 and this funding will come from Capital Funds previously appropriated (\$155,000) for improvements at the Groton RECC. I am working with Chief Luth to develop a budget on necessary improvements at the Groton Police Station to accommodate moving our Communications Operations to Patriot. I should have a detailed budget for you at Monday's meeting. I anticipated needing an additional \$50,000 for this purpose. This can come from either Free Cash, or the money currently appropriated and not needed in FY 2025.

I look forward to discussing this with you in more detail at Monday's meeting.

2. We have completed our preliminary review of the FY 2025 Budget. I want to thank the Select Board and members of the Finance Committee for attending so many of our budget meetings with the Department Heads. I believe this gave you all a great understanding of the process and the issues we are facing. Our Department Heads did a phenomenal job as always and I am happy the Board was able to see this up close and personal. The Finance Team and I are in the process of preparing the final Proposed FY 2025 Budget in compliance with the Guidance provided to me by the Select Board and Finance Committee. I will provide any additional update necessary at Monday's meeting.

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3. 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, December 11, 2023	-Annual License Renewals -Public Safety Officials – Review Housing Construction Impact and Examine Traffic Patterns, etc.
Monday, December 18, 2023	-Preliminary FY 2025 Budget Presentation
Monday, December 25, 2023	- No Meeting (Christmas Holiday)
Monday, January 1, 2024	-No Meeting (New Years Day)
Monday, January 8, 2024	-Town Manager's FY 2025 Proposed Budget Presentation

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. Police Chief Michael Luth's Contract is set to expire on June 30, 2024. Section IIB of the Agreement requires the Board to notify the Chief whether it intends to renew the Agreement for an additional term by December 31, 2023. I wholeheartedly recommend the Board vote to notify the Chief that it intends to renew the Contract and enter contract negotiations. We can discuss this further at Monday's meeting.
2. The Diversity Equity and Inclusion Committee is recommending that the Board appoint Damian Huggins to the Committee. I would respectfully request that the Board vote to appoint Mr. Huggins with a term to expire on June 30, 2024.
3. The Sustainability Commission is recommending that the Board appoint Linda Loren and Ken Horton to the Commission and Sue Fitterman as an Alternate Member of the Commission. I would respectfully request that the Board make these appointments with terms to expire on June 30, 2024.

MWH/rjb
enclosures

INTERMUNICIPAL AGREEMENT FOR THE SHARED PROVISION OF PUBLIC SAFETY COMMUNICATIONS, DISPATCH, AND OPERATIONS SERVICES

THIS AGREEMENT is entered into by and between the Towns of Ashby, Massachusetts, a municipal corporation with a principal place of business at 895 Main Street, Ashby, MA 01431 ("Ashby"), and Pepperell, Massachusetts, a municipal corporation with a principal place of business at 1 Main Street, Pepperell, MA 01463 ("Pepperell"), and Townsend, Massachusetts, a municipal corporation with a principal place of business at 272 Main Street, Townsend MA 01469 ("Townsend") collectively, "the Member Towns" as follows:

WHEREAS, the Member Towns agree to establish a joint, regional emergency communications service, to provide 911 answering, emergency dispatch, communications, and operational services appropriate to the joint and respective needs of the Member Towns; and

WHEREAS, the Selectmen of the Member Towns have signed a Memorandum of Understanding establishing the broad outlines, objectives, and benefits of establishing a Regional Emergency Communications Center ("RECC"), and said Memorandum of Understanding is incorporated into and made part of this Inter-Municipal Agreement ("IMA"); and

WHEREAS, The Member Towns are legally authorized to enter into this IMA pursuant to the provisions of Massachusetts General Laws Ch. 40, s.4A;

NOW, THEREFORE, the selectmen of the Member Towns, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

1. TERM

This Agreement shall take effect on July 1, 2022, and shall be automatically renewed annually, subject to the time limits imposed under the provisions of Massachusetts General Laws Ch. 40, s.4A, and in no event for a period in excess of twenty-five (25) years, unless earlier terminated pursuant to Section 10, below.

2. ORGANIZATIONAL STRUCTURE

The subject RECC shall operate under the name "Patriot Regional Emergency Communications Center" or "Patriot RECC", and shall be based at 59 Main Street, Pepperell, MA 01463.

- A. Pepperell shall have sole responsibility for conducting the day-to-day operations of the RECC, providing, supervising, and utilizing qualified personnel, and providing all suitable and necessary physical components for dispatch services. All equipment and materials within the base facility will be supported and maintained through an annual operations budget, to be funded as provided in Section 5, below. In all the enumerated

responsibilities, Pepperell's activities shall be subject to policy determinations and specific directives from the RECC Board of Directors established under Section 4, below.

- B. The paid personnel of the RECC shall be Pepperell employees. Pepperell shall have the sole responsibility and authority to hire, terminate, set the compensation for, oversee, direct, manage, discipline and supervise the personnel of the RECC. Although Pepperell shall have ultimate authority and responsibility for personnel, Pepperell may consult with the RECC Board of Directors regarding personnel issues.
- C. Pepperell will make every reasonable effort to initially hire qualified Ashby Dispatchers for the RECC. All post-employment costs of Ashby employees who are not hired by the RECC will be incurred by Ashby.

3. APPLICABILITY

This agreement shall apply only to the administration and operation of the RECC.

4. GOVERNANCE

- A. The Member Towns hereby establish the RECC Board of Directors ("RECC Board"), which shall be responsible for the orderly and effective operations of the RECC, and to which the Member Towns delegate the responsibility for the orderly and effective operation of the RECC, and the authority to make policy for the RECC. In performing its functions relative to the RECC, the RECC Board:
 - (1) shall review the annual operating budget for the upcoming fiscal year, and make any recommendations to the Pepperell Communications Director; and
 - (2) shall call for approval all matters pertaining to solicitation or acquisition of grants and gifts from federal or state sources, or any other person or entity; and
 - (3) shall be responsible for advisory oversight of necessary or desirable communications equipment to operate and maintain the dispatch and communications functions of the RECC, and pursuant to a RECC Board capital plan.
 - (4) shall have oversight of the policies and procedures of the RECC, as well as advisory oversight of its day to day operations and its procedures as they relate to the specific needs of the individual Member Towns.
- B. The RECC Board shall consist of three officials from each Member Town: Police Chief, Fire Chief, and one member of the Board of Selectmen (or their designees), each of whom shall be titled "Member". The Pepperell

Communications Director shall have a seat on the RECC Board, but shall not have a vote in its proceedings.

- C. The RECC Board shall elect a Chair, who will preside over RECC Board meetings, and a Vice Chair, who shall preside in the absence of the Chair, and a Clerk, to take minutes and maintain the records of the RECC Board.
 - D. A quorum for all meetings of the RECC Board shall consist of a majority of the Members, provided that such quorum includes at least one Member from each Member Town. Initially, the quorum shall consist of Five (5) Members based upon membership of Ashby, Pepperell and Townsend, and shall be adjusted upward based upon the joining of additional towns. The act of at least two thirds of those Members present and voting shall be deemed an act of the RECC Board. Each Member shall have an equal vote.
 - E. Meetings of the RECC Board shall be subject to the Open Meeting Law (Massachusetts General Laws, Ch.30A, ss 18-25). The responsibility for posting meetings and setting agendas shall lie with the Chair, unless the RECC Board, by vote, delegates that responsibility to the Clerk, or some other Member.
 - F. The RECC Board of Directors shall meet not less than once in each calendar quarter, as well as on such additional occasions as may be deemed appropriate. Meetings shall be called by the Chair, by the Vice Chair (in the absence or incapacity of the Chair), or by a majority of the Members if it is deemed necessary for the orderly operation of the RECC.
- 5. FINANCIAL RESPONSIBILITY**
- The Member Towns shall bear financial obligation to support the administration and operation of the RECC, as follows:
- A. The annual RECC budget shall be prepared by the Pepperell Communications Director and submitted to the RECC Board for their review and recommendation prior to submittal through the Pepperell budget process. The annual RECC budget shall be that amount approved by the Pepperell Town Meeting.
 - B. The annual budget of the RECC approved by the Pepperell Town Meeting shall be allocated among the Member Towns. Each Town's allocated percentage portion of the annual budget cost shall be determined by dividing the population of the Member Town by the total population of all Member Towns. Population figures for each Member Town shall be provided based upon the latest available census data and certified by the respective Town Clerks and re-certified annually prior to March 1st.

- C. Payments to the Town of Pepperell from other Member Towns will be made quarterly on July 15, October 15, January 15, and April 15.
- D. For fiscal year 2022 and each year thereafter, the Member Towns will review their actual population figures, and will adjust the percentages paid by each of them to reflect changes in population, as described in Section 5B above.
- E. Any change(s) to the method of allocating the portion of costs among the Member Towns shall require a unanimous vote of the RECC Board, provided that all nine Members (or their designees) are present at the meeting when the vote is taken. changes shall be submitted for review and approval by the Boards of Selectmen of the Member Towns. The Boards of Selectmen of all Member Towns must approve the amendments before they can be incorporated into this agreement.
- F. Cost allocations, as set forth under Section 5, will begin on July 1 of each year.

6. EQUIPMENT AND INFRASTRUCURE

A. Mobile and Remotely Located Equipment

- (1) Each Member Town shall retain ownership of the equipment physically located in that town; such equipment to include (but not be limited to) towers, radios, microwaves, filters, simulcast, and backup generators.
- (2) Each Member Town shall retain ownership of the equipment that is mobile and either located in the Town's vehicles or carried by officers; such equipment to include (but not be limited to) mobile radios, portable radios, pagers, and cellular telephones.
- (3) The purchase, maintenance, and replacement of said mobile and remote equipment shall remain the responsibility of each Member Town and/or Member Town's department. However, at the discretion of the RECC Board, grant funding obtained by the RECC may be utilized upon approval of the Member Town to replace the equipment. Such funding shall not affect the ownership of said equipment or infrastructure.
- (4) The Member Towns shall coordinate the purchase of said mobile or remotely located equipment and infrastructure to ensure that the make, model, or configuration for all system components are compatible and interchangeable.

- (5) It will remain the responsibility of each Member Town to provide insurance, maintenance, and utilities at communication tower sites in each Town's respective bounds.

B. Equipment and Infrastructure (Including Software and Hardware) at RECC Facility

- (1) Pepperell shall retain ownership of all infrastructure located within the RECC facility, including all communication infrastructure and backup equipment.
- (2) The purchase, maintenance, replacement, and insurance of said infrastructure located within the RECC facility shall be made through the RECC Annual Operating Budget. However, at the discretion of the RECC Board, grant funding obtained by the RECC may be utilized to replace the equipment. Such funding shall not affect the ownership of said equipment or infrastructure.
- (3) Pepperell shall apply for grant funding to assist Ashby with the costs of conversion from the PAMET records management system to IMC records management system, including the cost of the IMC software and the cost of data conversion. If the grant application is not successful, Ashby shall be responsible for any cost of the IMC records management system and any data conversion costs from PAMET to IMC.
- (4) Pepperell shall be responsible for any costs associated with IMC software upgrades and data conversion needed to bring the current Pepperell Dispatch Center into compliance with the needs of the new RECC.
- (5) Once the initial IMC integration of the three Member Towns is complete, the RECC shall be responsible for the purchase, license, maintenance, upgrades, and other such fees related to the Records Management System, currently projected to be IMC, and any other software necessary for the operation of the RECC, on an annual basis as approved by the RECC Board. The RECC Board shall establish a requirement for minimum software licenses. Any or all of these fees may be paid for using any source of funding available to the RECC, including grants.

7. RECC SERVICES

The RECC will provide the following services to the Member Towns. This list may be amended from time to time by a vote of the RECC Board, or in an emergency, by the Director of the RECC:

- A. Receipt of the Fire/Police/EMS related Emergency 911 calls and the radio dispatch in response to same. The RECC shall comply in all respects with the

provisions of 560 CMR 5.00: "Regulations Establishing Certification Requirements for Enhanced 911 Telecommunications; Governing Emergency Medical Dispatch; and Establishing 911 Call Handling Procedures."

- B. If it is necessary to provide the caller with pre-arrival instructions, the dispatcher at the RECC will be available to stay on the line with the caller to provide this service.
- C. Processing of Fire/Police/EMS Department radio traffic to emergency responses by the Member Towns' Fire/Police Departments.
- D. The "Toning Out" of staff and notification paging.
- E. Receipt of non-emergency Fire/Police/EMS Department traffic on a regular business line for the purpose of maintaining departmental operations.
- F. Monitoring the activity of all Fire/Police/EMS Department vehicles.
- G. Maintaining a log of all Fire/Police/EMS Department activities.
- H. Monitoring and acting upon Mutual Aid requests.
- I. Providing the daily radio test.
- J. Notifying other Public Safety service agencies, utilities (Gas, Power, etc.), upon request of Fire/Police/EMS Departments of the Member Towns.
- K. Monitoring and dispatching all Fire/Police/EMS alarms received by radio boxes and telephones for properties located in the Member Towns; this applies to the testing of all Fire/Police/EMS alarms. All testing will be performed with the authorization of the Member Towns' Fire/Police/EMS Departments.
- L. Providing communications support to the Highway/DPW Departments of each of the Member Towns, including radio interface with other Town Public Safety Departments, and contact with State agencies, as needed.
- M. Back-filling vehicle information and operator information into the dispatch call.
- N. Logging directed patrols.

8. RECORDS AND REPORTS

The RECC shall ensure the creation and maintenance of all records and reports pertinent to the business of the RECC. All records shall be maintained in accordance with the requirements of the Public Records Laws of the Commonwealth, and in accordance with all federal, state, and local requirements.

9. ADMISSION OF ADDITIONAL MEMBER TOWN(S)

- A. The RECC Board, after consultation with the Member Towns, shall decide, whether to admit additional member(s) to the RECC, and the terms and conditions of such admittance. Admission of additional Member Towns must be approved by a two-thirds (2/3) vote of the RECC Board before being offered for review and approval by the Boards of Selectmen of the Member Towns. The Boards of Selectmen of all current Member Towns must approve the admission of additional Member Towns.
- B. Towns seeking to join the RECC after July 1, 2021, shall be subject to an equipment evaluation, to determine compatibility of current equipment. Said evaluation will be considered as part of the criteria for determining admittance.
- C. New Towns joining the RECC shall be responsible for paying their cost assessment for the operation of the RECC using the same population formula as noted in Section 5, above.
- D. New Towns joining the RECC shall be entitled to three (3) seats on the RECC Board, as structured in Section 4.8 above. The quorum for the RECC Board shall be adjusted accordingly as indicated in Section 4.D above.

10. TERMINATION OR WITHDRAWAL

- A. A Member Town may elect to withdraw and terminate its membership in the RECC by providing written notice to the RECC Board not less than nine (9) months prior to the end of the then-current fiscal year. Termination of membership shall be effective thirty (30) days following the payment of all obligations incurred, but no sooner than the end of the then-current fiscal year. No Member Town shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of termination of membership, including, without limitation, any fees, costs, or expenses attributable to this Agreement.

Following receipt of a notice of termination, the remaining Member Towns may address the impacts caused by the termination by either encouraging other parties to join in the Agreement, or by reducing expenses of the RECC, but until any mitigation actually occurs, the terminating party shall remain liable for its assessment in full until the end of the then-current fiscal year. The type of activities to be taken in mitigation shall be determined at the sole discretion of the remaining Member Towns. All parties to this Agreement agree that the dispatch system is configured, and expenses are committed, based on the understanding that all parties will remain members of the RECC at least until the end of each fiscal year, and that the payments to be made hereunder represent budgeted contractual costs, and not a penalty.

B. If any Member Town defaults on payment of any assessment, or otherwise breaches any provision of this Agreement, such Member Town shall be notified, in writing, by the RECC Board, stating the nature of the alleged default or breach, and directing such party to cure such default or breach within ten (10) days. If such Member Town in default or breach fails to cure said default or breach within ten (10) days, that Member Town shall be subject to termination as a party to this Agreement upon the vote of a majority of those Members representing the Member Towns not in default. The Member Town in default or breach shall not be entitled to vote on its own termination or be entitled to be counted in determining a majority in interest with respect to such vote or any action taken thereunder. The terminated party shall remain liable for any defaulted payment and late charges accruing through the end of the then-current fiscal year.

11. AMENDMENT OF AGREEMENT

With the exception of the allocation of costs of operating the RECC, which is defined in Section 5 above, the Members, individually or collectively, may propose amendments to this Agreement, which must be approved by a two-thirds (2/3) vote of the RECC Board before being offered for review and approval by the Boards of Selectmen of the Member Towns. The Boards of Selectmen of all Member Towns must approve the amendments before they can be incorporated into this agreement and become effective.

12. SEVERABILITY

If any term or condition of this Agreement, or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or more parties would be substantially or materially prejudiced.

13. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the parties hereto submit to review by any of its courts of competent jurisdiction for the adjudication of disputes arising out of this Agreement.

14. LIABILITY AND INDEMNIFICATION

Each Member Town shall be liable for the acts and omissions of its own employees and not for the employees of any other Member Town in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258.

Each Member Town shall indemnify and hold the other(s) harmless from and against any and all claims, demands, liabilities, actions, costs and expenses, including reasonable attorney's fees, arising out of the indemnifying Town's breach of this Agreement or negligence or willful misconduct of the indemnifying

Town, or its agents or employees. No Member Town in entering into this Agreement has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

15. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto in accordance with Section 5 and Section 11.

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. This Agreement is by and between the parties which have executed it, and each represents that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person or entity. This Agreement is not intended to confer third party beneficiary status on any person. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

16. MUTUAL AID

This Agreement shall not affect any pre-existing, independent relationship(s), or obligations between the parties on any other subject or between the parties and any other third party or parties, including, without limitation, "mutual aid" agreements.

17. FORCE MAJEURE

None of the parties hereto shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party (e.g. riot or institutional disturbance, natural or man-made disaster).


Signature Page

For the Town of Ashby Selectboard


David Nadeau
Chairman, Ashby Selectboard

Date

9-30-21


Matthew Leonard
Clerk, Ashby Selectboard

Date

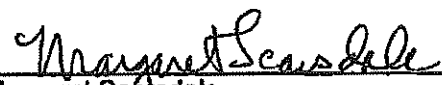
9/30/21


Catherine Billouris
Ashby Selectboard

Date

9/30/21

For the Town of Pepperell Select Board


Margaret Scarsdale
Chair, Pepperell Select Board

Date

9/28/21


Anthony Beattie
Clerk, Pepperell Select Board

Date


Mark Mathews
Pepperell Select Board

Date

9/29/2021

For the Town of Townsend Board of Selectmen


Veronica Kell
Chairman, Townsend Board of Selectmen

Date

12/1/2021


Joseph Shank
Vice-Chairman, Townsend Board of Selectmen

Date

11/31/2021


Charles Sexton-Dorian
Clerk, Townsend Board of Selectmen

Date

11/22/21

**SELECT BOARD MEETING MINUTES
MONDAY, NOVEMBER 20, 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; Melisa Doig, Human Resource Director; Megan Foster, Principal Assessor; Tammi Mickel, Assistant Assessor; Michael Luth, Police Chief; Steele McCurdy, Fire Chief; David Stairs, Patriot RECC Director of Operations; Bud Robertson, Finance Committee Chair; Donald Black and Garrett Boles, Board of Assessors

Mr. Cunningham called the meeting to order at 6:00 PM.

ANNOUNCEMENTS

Ms. Pine wanted to commend the Commemorations and Celebrations Committee for a wonderful Veterans Day Ceremony. In addition, she also wanted to take a moment to remember Mr. David Moulton, who passed away shortly before his 88th birthday. She explained Mr. Moulton was a well-known homebuilder and resident of Skyfields Drive. He made an enormous impact on the Town of Groton. Throughout his career, he built more than 600 homes and was involved in developing several housing developments in the Four Corners area of Town. He also built the Shaw's Plaza with the late Mr. Bob Lacombe. Mr. Moulton donated 400 acres of land to Mass Audubon and also donated land to Groton Electric Light Department and Groton Water Department. In addition, he built nine affordable units and sold them to the Housing Authority. His generosity has benefited everyone in Groton; he will be sorely missed. Mr. Reilly said the Town of Groton is fortunate to have a lot of generous people like Mr. Lacombe and Mr. Moulton. Mr. Reilly wanted to publicly thank Mr. Don Black for all of his unnoticed work for the Town of Groton, as well.

Mr. Cunningham wanted to thank the Webber family for hosting the Senior Thanksgiving Dinner at Gibbet Hill. He also mentioned that the Police and Fire Departments had provided transportation to the venue.

Mr. Haddad announced the Town Hall Hours for the Thanksgiving Holiday week. The hours are as follows: Monday from 8:00 a.m. to 7:00 p.m., Tuesday from 8:00 a.m. to 4:00 p.m., and Wednesday from 8:00 a.m. to 12:00 p.m. The Town Hall will be closed on Thursday, November 23rd, and Friday, November 24th.

Mr. Haddad explained Groton is a Green Community and said he has been considering switching the Town's fleet to electric vehicles. He mentioned that Lawrence Academy gifts the Town \$15,000 annually for various projects. To make use of this gift, Mr. Haddad decided to lease an electric vehicle for the Inspectors when conducting inspections around the Town. The first electric vehicle, a Nissan LEAF, will be leased for three years and fully funded by the Lawrence Academy gift fund. Mr. Haddad expressed his gratitude towards Lawrence Academy for the grant.

PUBLIC COMMENT PERIOD

None

TOWN MANAGER'S REPORT

- 1. Consider Ratifying the Town Manager's Appointment of Jennifer Moore to the Historic Districts Commission with a Term to Expire on June 30, 2026.**

Ms. Pine made a motion to ratify the Town Manager's appointment of Jennifer Moore to the Historic Districts Commission with a term to expire on June 30, 2026. Ms. Manugian seconded the motion. The motion carried unanimously.

- 2. Proposal from the Town Manager to Join Patriot Regional Dispatch (Pepperell, Townsend, and Ashby).**

Police Chief Luth, Fire Chief McCurdy, and David Stairs, Director of the Pepperell RECC Director of Operations, were in attendance. A few Groton Dispatchers were also in attendance for the discussion. Mr. Haddad said things were happening fast, and he is working hard to overcome a \$3.9 anticipated deficit for FY 2025. He has a few things on the agenda that he will request the Board to take action on quickly. He explained that everything he is doing is in the best interest of the town and its taxpayers. He took a moment to apologize to the Groton Dispatchers for being the last to find out about potentially joining the Patriot Regional Dispatch, which would affect them the most. He asked them to come that evening to listen in and ask questions. He was happy they were in attendance.

Mr. Haddad said they have been conducting a top-to-bottom review of all Town operations to find ways to improve the delivery of services, find economies and potential consolidations, and find other opportunities to save money to offset the anticipated FY 2025 Budget Deficit. He said last year, they hired Municipal Resources, Inc. to conduct a study of the dispatch operation and to provide recommendations to improve the overall operation. One of the recommendations was to "seek additional communities to join our Regional Emergency Communications Center (RECC)." He explained they've had difficulty filling the vacancies within the Department. Mr. Haddad said that one previously approved position had been eliminated due to budget reductions. Due to all of this, Police Chief Michael Luth, Fire Chief Steele McCurdy, and Mr. Haddad have been looking for ways to either bring more communities to Groton's RECC or join another RECC. He said after a thorough review of options and looking at ways to improve operations, they believe the best decision would be to join the Patriot RECC, located at the Pepperell Police Station. Patriot is currently made up of the Towns of Pepperell, Townsend, and Ashby. He explained that Patriot is a very successful RECC and has been managed extremely well by Mr. David Stairs, the Patriot RECC Director of Operations.

Mr. Stairs has been in touch with the State 911 Department, and they fully support the merger of Groton's RECC with Patriot. He said the state is recommending and encouraging this. The Town of Groton receives approximately \$250,000 annually in State 911 Grants to supplement Groton's RECC operating expenses. Based on the States' support of the proposed merger, they have tentatively approved a Grant that will pay both Groton and Dunstable's assessment to Patriot at 100% for the first three years, 50% in year four, and 25% in year five. He said that money was important, but it was not the driving factor. The Town appropriates approximately \$500,000 annually to operate Groton's RECC. Mr. Stairs said he would be willing to hire Groton's dispatchers. Employees have accrued vacation and sick time, and he would like to move that over laterally. Mr. Haddad said there are some union issues that would need to be bargained, but he would like to keep them as whole as possible. The Dispatchers would become employees of the Town of Pepperell. To join the Patriot RECC, they would need to expand their current facility to account for the added personnel needed to operate the RECC, costing

approximately \$100,000. Mr. Haddad said the Town of Groton has appropriated \$155,000 to expand its RECC. That funding would be available to assist Pepperell in expanding their facility. The Groton Police Station would make some improvements by installing new doors and cameras to account for the lack of dedicated personnel to monitor the property. The remaining \$55,000 could go towards these improvements. He explained an estimate was being put together, and they may need additional funding, which would be sought at the Spring Town Meeting from Free Cash. Chief Luth would like to hire a civilian employee to work in the front of the station during the day. He felt this was very important to maintain the excellent dispatch service that the town has now. Mr. Haddad recommended that the Groton Select Board vote to join the Patriot RECC on or about July 1, 2024, as he believed this was in the best interest, both operationally and financially, for the Town of Groton. He explained that the Town of Dunstable would also need to join the Patriot RECC. Their Board of Selectmen will discuss this at their Tuesday, November 21st meeting. Should the Groton Select Board and Dunstable Selectmen vote to join Patriot, the Pepperell, Townsend, and Ashby Select Boards would need to vote to approve this and enter into a five-town IMA for this purpose.

Comments/Questions

Mr. Cunningham said there were a lot of moving parts to this proposal.

Ms. Manugian asked Mr. Haddad if he was looking for the Board to decide to move forward that evening or confirm that they were all in. Mr. Haddad said he would like the Board to confirm they were all in to reach the July 1st deadline. He said there was a lot of planning and coordination with the state and communities. Ms. Manugian assumed the July 1st deadline would maximize the town's savings. Mr. Stairs said they could apply for grants before July 1st to meet that deadline, or they would have to wait another year.

Ms. Pine asked if the town would still receive the state 911. Mr. Haddad said the 911 grant, which is approximately \$250,000, would now go to the Patriot RECC so they can fund Groton's first three years in the RECC.

Mr. Pisani asked when they would find out if dispatchers would be brought on to Patriot. Mr. Stairs said he met with the dispatchers and would want to hire them.

Mr. Reilly asked how many full-time dispatchers were there right now. Mr. Stairs informed him there were ten, including himself, but he would like fifteen dispatchers. He said a full-time IT professional would also be included in the budget. Mr. Reilly explained that dispatchers were responsible for many things.

Chief Luth said the town was accustomed to having someone at the desk Monday through Friday, 7:00 a.m. to 7:00 p.m. Mr. Haddad explained that if the Select Board does not go with the Regional RECC Center, there would be business as usual at the dispatch center. He also clarified that there were rumors that there would be layoffs, nobody would be laid off. Mr. Haddad said continuing the partnership with Pepperell, Townsend, and Ashby made sense. Police Chief Luth said communications services collaborate frequently with Patriot RECC.

Mr. Pisani asked if the infrastructure on the radio towers would still be used. Chief McCurdy confirmed that they would.

Mr. Robertson, Finance Committee Chair, wanted to commend Mr. Haddad for thinking outside the box. He said this proposal could potentially reduce 20-25% away from an override. He believes that this option would be a good solution.

Mr. Haddad said if Dunstable votes to join the RECC and Groton doesn't, they would lose \$250,000 of grant money.

Mr. Haddad asked Mr. Stairs what the deadline would be to move forward by July 1st. Mr. Stairs said he didn't have a date but expressed it was an aggressive timeline. After extensive deliberation, the Board members expressed their desire to receive more information before deciding. Mr. Haddad would like to bring this back to the Select Board to further discuss on December 4th and asked the Select Board to perform their due diligence.

Proposal from the Town Manager to Leave Minuteman Nashoba Health Group and Procure Health Insurance for Town Employees and Retirees from the Massachusetts Interlocal Insurance Association (MIIA).

Mr. Haddad said in another effort to find efficiencies and cost savings in the FY 2025 Budget, he and Human Resource Director Melisa Doig have been examining the town's membership with Minuteman Nashoba Health Group (MNHG). The Town has been a member of MNHG since 1991. Membership in this group has been very advantageous. As rates have increased, a number of members have left the group and moved to other collaboratives. Several groups have moved to the Massachusetts Interlocal Insurance Association (MIIA). MNHG's Board of Directors is considering dissolving the Group, and a decision is imminent. Mr. Haddad and Ms. Doig had reached out to MIIA with the intent of joining them for Health Insurance in FY 2025. They also have met with the Insurance Advisory Committee seeking their recommendation to join MIIA. The difference between MNHG and MIIA is that MNHG offers three plans (Tufts, Harvard Pilgrim, and Blue Cross Blue Shield), while MIIA only offers Blue Cross. The plan design is nearly identical, so employees will not lose any current benefits. Mr. Haddad said they have received the rates from MIIA, and the Town could level-fund Health Insurance in FY 2025 (the town has accounted for a 9% increase in projections), which would be a significant savings in operating expenses next year. He stated that next year, Harvard Pilgrim and Tufts merge. Earlier that day, the unions met and voted unanimously to approve that the Town move the Health Insurance Group to MIIA from Minuteman Nashoba Health Group. He said they have the employees' support for the move. Additionally, he said they would be eligible for \$7,500 annually for grants and health equipment. Ms. Doig said retirees would see a 16% decrease next year, which was great. Ms. Pine believes Blue Cross is the best insurance company to deal with. Mr. Haddad wanted to thank Ms. Doig for all her hard work.

Mr. Reilly made a motion to leave Minuteman Nashoba Health Group and join the Massachusetts Interlocal Insurance Association (MIIA). Ms. Pine seconded the motion. The vote carried unanimously.

3. FY 2025 Budget Update.

Mr. Haddad said he is working with Superintendent Laura Chesson and Dunstable Town Administrator Jason Silva to form an Administrators Working Group to study the FY 2025 Budget further. The Working Group would be made up of Mr. Haddad, Dr. Chesson, Mr. Silva, GDRSD Director of Finance Sherry Kersey, Groton Assistant Finance Director/Town Accountant Patricia Dufresne, Groton Finance Committee Chair Bud Robertson, Dunstable Advisory Committee Chair Jake Lewon and School Committee Members Fay Raynor and Lacey McCabe. He hopes to develop more concrete budget proposals and return to the Dunstable and Groton Select Boards and the full Finance /Advisory/School Committees once they have a strategy. The first meeting will be held next Tuesday, November 28, 2023.

Mr. Haddad said starting the following Monday, the departments will begin presenting their budgets. He said the Department Heads submitted great detailed explanations of the impact of making significant reductions in their operating budgets..

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

Monday, November 27, 2023	No Meeting
Monday, December 4, 2023	Workshop to Discuss Transition to New Light Department General Manager and Climate Change Initiatives
Monday, December 11, 2023	Annual License Renewal Public Safety Officials-Review Housing Construction Impact and Examine Traffic Patterns, etc.
Monday, December 18, 2023	Regularly Scheduled Meeting
Monday, December 25, 2023	No Meeting (Christmas Day)
Monday, January 1, 2024	No Meeting (New Year's Day)
Monday, January 8, 2024	Town Manager's FY 2025 Proposed Budget Presentation

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. Consider Changing the Starting Time of Select Board Meetings from 7:00 p.m. to 6:00 p.m.

Select Board Member Manugian requested that the Board consider changing the start time of meetings to 6:00 p.m. on a regular basis. Mr. Haddad wanted to discuss this request further. He thought 6:00 p.m. would be nice for the employees, and if there were any public hearings, they could be scheduled after 7:00 p.m. Ms. Pine was strongly opposed to changing the meeting start time to 6:00 p.m. She thought this would be an obstacle to people working, and moving the time would make it more difficult for people to attend. Ms. Manugian thought it was worth asking what people thought. Mr. Reilly said he didn't mind either start time. Mr. Pisani agreed with Ms. Manugian and thought it was better for the employees, and he would prefer the 6:00 p.m. start time. Mr. Cunningham suggested implementing the Select Board start time to 6:00 p.m. for a few months.

Ms. Manugian made a motion to start the Select Board meetings at 6:00 p.m. on a three-month trial basis. Mr. Pisani seconded the motion. Motion approved by a majority vote, 4 in Favor, one Against-Pine.

2. Consider Approving a One-Day Wine and Malt Beverage License for the Prescott Community Center/Friends of Prescott for December Open Mic Night on Friday, December 8, 2023 from 6:30 p.m. to 9:30 p.m.

Ms. Manugian made a motion to approve a One-Day Wine and Malt Beverage License for the Prescott Community Center/Friends of Prescott for December Open Mic Night on Friday, December 8, 2023 from 6:30 p.m. to 9:30 p.m. Mr. Pisani seconded the motion. The motion carried unanimously.

7:15 P.M. ANNUAL TAX CLASSIFICATION HEARING

Mr. Garrett Boles called the Board of Assessors to order.

The Tax Classification Hearing was held to determine the annual tax levy percentage for Fiscal Year 2024. Principal Assessor Megan Foster and Board of Assessors Members Mr. Don Black and Mr. Garrett

Boles attended the hearing to assist with the determination. Assistant Assessor Tammi Mickel was also present at the hearing.

Ms. Foster presented a PowerPoint presentation to the public and the Select Board members, including several important points. The Presentation revealed that there has been a decrease in the tax rate this year despite the rise in property values. The average value of a Single-Family House in Groton is \$694,934. It was also noted that currently, there are no parcels in Groton that are classified as open space. Ms. Foster said to apply for the Residential Exemption; this option must be established early in the year, allowing residents to apply for an exemption prior to setting the tax rate. (Please reference the attached Town of Groton Tax Classification Hearing presentation).

Questions/Comments

Mr. Black and Mr. Boles wanted to commend Ms. Mickel and Ms. Foster for their work on the presentation and for setting the tax rate.

Classification Vote Summary

1. Vote for a single tax rate or consider a shift of the tax levy from the Residential class to the Commercial, Industrial, and Personal Property classes.

Ms. Pine moved that the Board use the factor of 1 and vote a single tax rate in the Town of Groton at a tax rate of \$15.09. Mr. Reilly seconded the motion. The motion passed unanimously.

2. Vote on whether to adopt a residential and small commercial exemption.

Ms. Pine moved that they not adopt a residential exemption and adopt a small commercial exemption. Mr. Pisani seconded the motion. The motion carried unanimously.

ON-GOING ISSUES

- A. PFAS Issue- If Dunstable passes the ballot question regarding the PFAS mitigation on November 30th, Mr. Haddad said he would start negotiating an Intermunicipal Agreement with the Town of Pepperell.

Ms. Pine started a petition to change the name of Florence Roche Middle School to Marion Stoddard Middle School. The School Committee will consider this change on Wednesday, November 29th.

Approval of Minutes from November 6, 2023

Mr. Pisani made a motion to approve the minutes of the regularly scheduled meeting from November 6, 2023, as presented. Ms. Manugian seconded the motion. The motion carried unanimously.

The meeting was adjourned at 8:05 p.m.

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