



**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, JANUARY 29, 2024**  
**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.      | Public Comment Period                                                                                                                                                                                                                                                                                                                                                                                                                           |
| I. 6:06 P.M.   | Town Manager's Report                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                | <ol style="list-style-type: none"><li>1. Consider Approving the Intermunicipal Agreement with the Towns of Pepperell and Dunstable for Phase II of the PFAS Solution at the Groton Dunstable Regional High School</li><li>2. FY 2024 Second Quarter Financial Update</li><li>3. Update on FY 2024 Select Board Goals</li><li>4. FY 2025 Budget Update</li><li>5. Update on Select Board Schedule through the 2024 Spring Town Meeting</li></ol> |
| II. 6:10 P.M.  | Items for Select Board Consideration and Action                                                                                                                                                                                                                                                                                                                                                                                                 |
|                | <ol style="list-style-type: none"><li>1. Consider Approving a One Day Wine and Malt Beverage License for the Groton Conservation Trust for the Groton Conservation Forum to be held at the Groton Center on Thursday, February 15, 2024 from 7:00 p.m. to 9:00 p.m.</li><li>2. Update on the Nashua River Walk – Accessible Trail</li></ol>                                                                                                     |
| III. 6:15 P.M. | In Joint Session with the Board of Assessors – Consider Filling the Vacancy on the Board of Assessors Until the Next Election                                                                                                                                                                                                                                                                                                                   |
| IV. 6:30 P.M.  | Sustainability Commission – Committee Update – Green House Gas Survey – Next Steps                                                                                                                                                                                                                                                                                                                                                              |

### OTHER BUSINESS

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

- A. PFAS Issue
- B. Green Communities Application and Implementation
- C. Florence Roche Elementary School Construction Project
- D. Administrator's Working Group on FY 2025 Budget

### SELECT BOARD LIAISON REPORTS

- V. Minutes: Regularly Scheduled Meeting of January 22, 2024

### 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:** *January 29, 2024*

### TOWN MANAGER'S REPORT

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 are two items scheduled on Monday's Agenda. First, the Select Board will be meeting in joint session with the Board of Assessors to consider filling the vacancy on the Board of Assessors until the 2024 Annual Town Election. The Board of Assessors were scheduled to interview candidates on Friday, January 26, 2024 (after this report and Agenda were posted). I will provide the Board with an update on the candidates and their recommendation under separate cover. Second, the Sustainability Commission will be in attendance to provide an update of their work, as well as the next steps relative to the Greenhouse Gas Survey. Enclosed with this Report is the PowerPoint presentation they will be making at Monday's meeting.

1. Enclosed with this Report is the final Intermunicipal Agreement with the Towns of Dunstable and Pepperell on Phase II of the PFAS solution at the Groton Dunstable Regional High School. It has been fully vetted by Town Counsel, Water Superintendent Tom Orcutt and our Engineers from Environmental Partners, and negotiated by me, Dunstable Town Administrator Jason Silva, and Pepperell Town Administrator Andrew MacLean. I would respectfully request that the Select Board consider approving and authoring the Town Manager to sign the IMA.
2. Enclosed with this Report is the Fiscal Year 2024 Second Quarter Financial Report. I would like to spend some time at Monday's meeting reviewing this with the Board. Assistant Director of Finance Patricia DuFresne will attend the meeting to answer any questions you may have.
3. As is our practice when reviewing the Financial Report, the Board reviews the status of the current year's Goals and Objectives. Enclosed with this Report is a copy of the goals with the most recent update. I would like to take a few moments at Monday's meeting reviewing the status with the Board.

**Select Board**  
**Weekly Agenda Update/Report**  
**January 29, 2024**  
**page two**

4. With regard to the FY 2025 Budget Update, I would like to spend a few moments at Monday's meeting recapping the Joint Budget Hearing held on Saturday, January 27, 2024 and discussing any follow-up/action required after the meeting, as well as next steps in the approval process.
5. Please see the update to the Select Board's Meeting schedule through the Annual Town Election:

Monday, February 5, 2024	-Diversity, Equity and Inclusion Committee Update
Monday, February 12, 2024	-Regularly Scheduled Meeting
Monday, February 19, 2024	-No Meeting – President's Day Holiday
Monday, February 26, 2024	-Public Hearing on the Warrant – Held at Groton Center
Tuesday, February 27, 2024	-Special Budget Forum – Swallow Union Elementary School
Monday, March 4, 2024	-Issue Warrant for Town Meeting – REMOTE MEETING
Wednesday, March 6, 2024	-Special Budget Forum – Groton (Senior) Center
Monday, March 11, 2024	-Regularly Scheduled Meeting
Monday, March 18, 2024	-No Meeting
Monday, March 25, 2024	-Regularly Scheduled Meeting
Tuesday, March 26, 2024	-2024 Spring Town Meeting
Monday, April 1, 2024	-Regularly Scheduled Meeting
Tuesday, April 2, 2024	-Special Election to Consider an Override of Proposition 2½
Monday, April 8, 2024	-Regularly Scheduled Meeting
Monday, April 15, 2024	-No Meeting – Patriot's Day Holiday
Monday, April 22, 2024	-Regularly Scheduled Meeting
Tuesday, April 23, 2024	-2024 Annual Town Election

**ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION**

1. I would respectfully request that the Select Board consider approving a One Day Wine and Malt Beverage License for the Groton Conservation Trust for the Groton Conservation Forum to be held at the Groton Center on Thursday, February 15, 2024 from 7:00 p.m. to 9:00 p.m.
2. Select Board Chair Cunningham would like to update the Board on the Nashua River Walk Project to provide an accessible trail and some of the obstacles the project has faced at the State level. I believe he will be looking for the Board to get involved and attempt to resolve the approval with the State. We can discuss this in more detail at Monday's meeting.

MWH/rjb  
enclosure



# Next Steps for Climate Action

Prepared by the Groton Sustainability Commission

January 29, 2024



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## Presentation Outline

1. Summary of town-wide GHG inventory
2. Review of Select Board's climate change goals
3. The changing landscape of incentives for reducing emissions
4. Using state framework for incentives to achieve town decarbonization
5. Energy coaching program
6. Available planning grants
7. Request for support



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## Town-wide GHG Inventory - Summary

Groton Town-wide emissions in 2019: ~ 139.4K MT CO<sub>2</sub>e = 12.3 MT CO<sub>2</sub>e/person

Municipal emissions are 2.3% of total

- Natural gas in schools contributes the largest proportion of municipal emissions

Top 3 GHG Emission Source Subsectors:

1. Passenger Vehicles (36%)
2. Commercial, Industrial and Manufacturing (30%) – natural gas mostly
3. Residential Buildings (27%) – fuel oil mostly

How does Groton compare?

	Total Per Capita Emissions	Per Capita Emissions in Top Three Subsectors		
		Passenger Vehicles	Residential Buildings	Commercial and Industrial Buildings and Manufacturing
<b>Groton</b>	<b>12.3</b>	<b>4.3</b>	<b>3.4</b>	<b>4.0</b>
Pepperell <sup>5</sup>	8.4	4.6	2.7	0.9
Westford <sup>6</sup>	~10	3.9	2.9	2.9

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## Select Board climate change goals

### Questions and suggested next steps

1. Work with GELD Commissioners on climate change initiatives and the transition to a new GELD General Manager
  - How can we ensure that we have generation capacity to support electrification?
  - Is there a way to phase-in electrification that has lower impact on grid?
2. Support efforts to inform and educate Town residents about opportunities to reduce energy use and costs
  - Create a joint effort between GELD, Town Hall and Sust Comm to provide centralized information and coaching
3. Work with Sustainability Commission to reduce the carbon footprint of the Town
  - Role of state incentives
  - Implement requirements for state incentives



**We will ask for the support of the Select Board, GELD, and GDRSD to implement these requirements**

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## State Emissions Reduction Incentives: *a changing landscape*

- State now launching “Climate Leaders” (Green Communities 2.0) program
  - provides framework and enhanced grant opportunities for municipal decarbonization in alignment with state Net Zero 2050 law
- Climate Leaders provides support for:
  - designing and implementing energy efficiency activities
  - procuring energy management services
    - assistance funding deep energy retrofits studies for capital planning
  - adopting energy efficiency policies
  - support for renewable energy generating facilities on municipally owned property
    - potentially includes on-site solar + storage or geothermal



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## State Emissions Reduction Incentives: *a changing landscape*

- Climate Leaders requirements provide path for decarbonization:
  - ✓ Green Communities 1.0 Community in good standing
  - ✓ Local committee with advisory role
    - Clean energy/climate resolution
    - Municipal decarbonization roadmap or climate action plan
    - ZEV-1<sup>st</sup> policy (impacts DPW and Public Safety as well)
    - Adopt specialized stretch building code (Building Dept and Planning)
- 3-year renewal process includes potential community-wide decarbonization efforts



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## Examples of Towns with Climate Resolutions

- Examples include climate emergency declarations, clean energy resolutions, climate mitigation and resiliency resolutions
- Most resolutions reviewed align with MA Global Warming Solutions Act of 2008 requiring at least 80% reduction in emissions ("net zero") by 2050

- |               |                |               |               |
|---------------|----------------|---------------|---------------|
| • Acton       | • Falmouth     | • Truro       | • Worcester   |
| • Boston      | • Rockport     | • Maynard     | • Lowell      |
| • Cambridge   | • Marblehead*  | • Hamilton    | • Amherst     |
| • Concord*    | • Pepperell    | • Eastham     | • Westford    |
| • Dennis      | • Provincetown | • Wellfleet   | • Natick      |
| • Harvard     | • Wellesley*   | • Princeton*  | • Sudbury     |
| • Harwich     | • Windsor      | • Shrewsbury* | • Northampton |
| • Westborough | • Swampscott   |               |               |

\* Town with a municipal light plant



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## Climate Resolution Outline

A climate resolution:

### 1. WHEREAS:

- Acknowledgement of the impacts of climate change
- Acknowledgement of Mass Global Warming Solutions Act of 2008 and emissions reduction goals defined therein**
- Acknowledgement of greenhouse gas emissions as the cause of climate change
- Acknowledgement of the known mitigation strategies for GHG emissions
- Acknowledgement of actions already undertaken by the town to mitigate climate change

### 2. BE IT RESOLVED,

- A commitment to support the state goals**
- A commitment to implement strategies to reduce emissions in alignment with state goals in all municipal activities**
- A commitment to supporting residences and businesses in implementing strategies to align with goals**
- Establishment of a task force/committee to create a plan for municipal and community climate change mitigation**
- Timeline of completing that plan
- Establish that the plan will include emissions reduction goals, timelines of implementation, and assigned responsibilities
- Timeline of reporting progress on implementation of the plan

**BOLD = MINIMUM RESOLUTION REQUIREMENTS FOR CLIMATE LEADERS PROGRAM**



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## Climate Action / Decarbonization Plans

All include goals and tracking mechanisms

### Municipal Decarbonization Plan

- Decarbonization of municipal buildings, equipment & vehicles
- Includes GDRSD

### Community Decarbonization Plan

- Decarbonization of residential and commercial sectors
- Focus on emissions from buildings and vehicles

### Climate Action Plan

- Includes decarbonization of all sectors
- Includes resiliency/adaptation planning
  - Town infrastructure and natural resources (HMP-MVP)
  - Private sector land and assets
- Can include zero waste initiatives in all sectors



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## Climate Action / Decarbonization Plan Committee

- Typically formed from multiple stakeholder groups
  - Sustainability Commission
  - GELD
  - Select Board
  - School / School Board representative(s)
  - DPW
  - GPD/GFD
  - Community members
  - Others
- Stakeholder groups involved depend on the goals of the plan and willingness to participate



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## Energy Coaching Program

- Local, volunteer coaches demystify emissions-reducing, energy-efficient technologies, empowering residents to get systems that deliver best performance at lowest cost
- No installer or manufacturer association
- Numerous towns have energy coaching: Harvard, Wellesley, Concord, Hingham
- Most groups partner with HeatSmart Alliance and/or Abode Energy Management
- **Sustainability Commission has established an Energy Coaching Working Group**
  - Focused on heat pump coaching
  - Goal of having two coaches to start, trained through HeatSmart Alliance
  - Evaluating options for an Abode partnership

### 'Heat-pump coaches' help neighbors ditch fossil heat in Massachusetts

Since 2020, at least 14 heat-pump coaching programs have sprung up in the state, all with the aim of making it easier to adopt the increasingly popular appliance. *Canary Media, March 29, 2023*



**Endorsement, promotion and/or involvement of  
GELD and Town leadership will facilitate success**



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## Grants for Planning

- **Municipal Decarbonization Plan Incentives**
  - Municipal Vulnerability Preparedness (MVP) Action Grants (mid-March 2024)
  - Municipal Energy Technical Assistance (META) Grants
  - Regional Energy Planning Assistance (REPA) Grants (Spring 2024)
  - Building Electrification and Transformation Accelerator (BETA) Grants
  - Climate Leaders Technical Assistance Grants (Feb 2024)
- **Community Decarbonization Plan Incentives**
  - MVP Action Grants
  - REPA Grants
  - BETA Grants
- **Climate Action Plan Grants**
  - MVP Action Grants



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## Select Board climate change goals

### *A request for support*

1. Work with GELD Commissioners on climate change initiatives and the transition to a new GELD General Manager.
2. Support efforts to inform and educate Town residents about opportunities to reduce energy use and costs
  - **Implement energy coaching program**
3. Work with Sustainability Commission to reduce the carbon footprint of the Town
  - **Implement requirements for state incentives**

**Will the Select Board assist with drafting a climate resolution and forming a climate action plan working group, and endorse the energy coaching program?**







# Sustainability Commission



## Sustainability Commission Annual Report – 2023

**Members:** Phil Francisco (Chair), Charlotte Weigel (Vice Chair), James Allen, Bruce Easom, Ken Horton, Linda Loren, Patrick Parker-Roach, Alison Peterson, Andrew Scott, Jim Simko, David Southwick, Ginger Vollmar, Sue Fitterman (Alternate Member)

### 2023 Activities:

**Education Subcommittee:** Led by Phil Francisco, the Education Subcommittee developed a series of informational/educational seminars focused on Sustainability for Groton residents.

Our observation is that although many residents may be aware of the threat of global climate change, they may also feel unable to do something tangible at a personal or local level beyond basic recycling steps, etc. This series of seminars' goal is to arm residents with the information, examples (many of them local), and motivation they may need to help make Groton – and our broader community – more sustainable.

Beginning on May 4<sup>th</sup>, the Commission held eight interactive Sustainable Groton seminars in 2023 featuring 31 unique local and regional experts across multiple topics and an average attendance of approximately 40-50 citizens with a high of approximately 80. The seminars were all broadcast live and/or recorded by The Groton Channel and are available for streaming. People can find links to all the seminar recordings, presentation materials, planned seminar topics, speaker bios and additional information on the Sustainability Commission page on the Town website and consolidated [at this link](#). Together with data provided by visitors to our GrotonFest booth in September, these seminars have added over 200 unique contact names for us to reach out regarding future events and activities.

Our planned upcoming seminar sessions for the winter/spring of 2024 are as follows:  
(all start at 7pm at the Groton Center unless noted otherwise)

- Wednesday, February 7<sup>th</sup>: Greenhouse Gas Inventory Results and Next Steps
- Tuesday, March 5<sup>th</sup>: Stormwater and Snowmelt Runoff & Waste
- Wednesday, April 3<sup>rd</sup>: Food Choices
- TBD (target Saturday, May 4<sup>th</sup> or May 18<sup>th</sup>, rain-date on Sunday): Electric & Hybrid Vehicle "Petting Zoo", morning/afternoon event, outdoor location TBD

**Net Zero 2050 Planning Subcommittee:** Led by Charlotte Weigel, the Commission completed an initial benchmark inventory of Groton's Town-wide greenhouse gas (GHG) emissions. The purpose of the benchmark is to track and plan future progress toward meeting the Commonwealth's objectives of reaching "Net Zero" emissions statewide by 2050 along with the state's intermediate goals of a 33% reduction in net GHG emissions by 2025 and a 50% reduction by 2030. The commission provided a report of the results of the emissions inventory to the Select Board, Planning Board, GELD, the GDRSD School Committee, and multiple A-P Biology classes at GDRHS.

Next, the Commission is planning to present the results of the study to the public as part of the Sustainable Groton seminar series (scheduled on February 7<sup>th</sup>, 2024). And the Commission will be returning to the Select Board with suggested next steps involving the development of a Climate Action Plan.



**Pollinator Habitat:** Members of the Commission, led by Alison Dolbear Peterson, using authorized funding from the Town Manager, continued work on the refurbishment of the Pollinator Habitat Garden at the Groton Center. The Commission expects to complete this work by the fall of 2024, after which time the garden will only require simple maintenance.

The Pollinator Habitat Garden at the Groton Center is a conservation project to help offset the loss of pollinator habitat. It will be a long-term low maintenance habitat for native butterflies, bees, and hummingbirds. It contains perennials, woody vines, and shrubs that provide three seasons of overlapping bloom times and is registered with the national Million Pollinator Garden Movement.

Work included additional plantings, replacement of damaged plants, removal of invasive plants, along with the addition of a sturdy picnic table and installation of an automated drip irrigation system.

Visitors to the Groton Center and others using the nearby conservation trails enjoy the garden daily from early spring to late fall. An August edition of the *Groton Herald* featured it in a photo-story, with *Groton-Dunstable Living* magazine expected to do likewise in the spring of 2024. In 2024, the Commission is planning to add the first element of a pollinator corridor, connecting from the Ice Line Trail to the rear of the pollinator habitat.

**Tire Recycling:** Led by Bruce Easom and using authorized funds from the Town Manager, the Commission, together with the Town Highway Department and FBS Tire Recycling based in Littleton, engaged in a Tire Collection and Recycling program that removed hundreds of old tires from our Town environment to be recycled, spanning three different events.

Old and unused tires are often found in homeowners' yards, work sheds, and regrettably, by the sides of our roads and along the banks of some of our rivers and streams. Old tires present more than just a public eyesore. Since they collect standing rainwater and snowmelt, they provide breeding grounds for mosquitoes in the spring and summer, contributing to mosquito nuisances and mosquito-borne disease, as well as leaching chemicals into the watershed.

The Tire Collection and Recycling program in 2023 comprised two one-day collection programs at the Town Transfer Station, on July 1<sup>st</sup> and November 18<sup>th</sup>, yielding 167 tires. Using authorized funds, we waived the standard \$4 per tire fee for dropping off tires for Groton residents. In a separate event, several Sustainability Commission members assisted with the clean-up and collection of 433 tires from a brook behind a private residence. The resident bore 50% of the recycling fees and the Town – via voluntary citizen donations – bore the other 50%.

In total, the program collected 600 tires which the Highway Department hauled to FBS to be recycled – which recovers both the rubber and the metals in the tires for reuse. Many of those collected were exactly what we were hoping to get – tires that had been sitting in yards collecting rain and mud and providing a home for mosquito propagation.

**Meetings with Select Board:** Representatives of the Commission met several times with the Select Board in 2023, discussing a variety of topics. They included: FY2024 funding request (9<sup>th</sup> March, with the FinComm), change in the NC4 documentation (12<sup>th</sup> June), the updated Sustainability Charge document (14<sup>th</sup> August), report out on the Town-wide Greenhouse Gas Inventory results (2<sup>nd</sup> October), and the initial inter-organizational workgroup meeting, including the GELD Commission and GELD Manager (4<sup>th</sup> December).

**Other Activities:** The Commission also engaged in the following activities during 2023:

- As part of an effort to create broader appeal for our mission, we created the new “Sustainable Groton” brand and logo for the Commission and our activities, officially launched at GrotonFest in the Fall (see page 1 header).
- We also started a “Sustainable Groton Advocate” program as part of the new branding work. This program is for individuals and organizations who commit to actively promote and/or attend our Commission functions or who document making sustainability-based changes in their homes, yards, and/or personal habits.
- For the first time in more than a decade, the Commission had a “Sustainable Groton” presence at GrotonFest in September with a tent that included multiple interactive elements and even a free raffle drawing of a rainwater collection barrel. The event resulted in adding two new “Groton Advocates” – one of whom (Linda Loren) is now a Commission member – and dozens of new contact names for the Commission.
- Grew the Commission to 12 members, plus an alternate, recruiting, and engaging Town residents who are highly interested and/or experts in various facets of sustainability for the future of the Town.
- For CY2024, we established or continued eight subcommittees/workgroups, each with an appointed chairperson. They include: *Climate Action Plan/NetZero 2050, Education Seminars, Grant & Fiscal Development, Pollinator Corridor & Habitat, Communications & Social Media, Tire Recycling, Electrification Advocacy/Energy Coaching, and the Sustainable Groton Advocate Program.*
- Authored approximately 10 articles and/or letters to the editor in the *Groton Herald* to provide advance notice of upcoming educational seminars, discuss important topics regarding sustainability and resilience, and to promote the work at the Pollinator Habitat Garden at the Groton Center.
- Commission members Charlotte Weigel, Ginger Vollmar and Phil Francisco served as Groton’s representatives to the North Central Climate Change Collaborative (NC4). NC4 comprises municipal and civic leaders from across Massachusetts Congressional District 3 working on the front lines of climate change resistance, resilience, and adaptation. The mission of NC4 is to foster and strengthen regional municipal collaborative efforts to combat climate change through 1) shared projects, educational efforts, and best practices, and 2) informing state and federal legislative actions.
- Took part in the Groton Greenway River Festival with an information booth, where we handed out the 1-page brochures and discussed sustainability issues and ideas for Groton and the area with attendees.
- Attended meetings of, and liaised with, many other town committees and commissions, including GELD, Destination Groton, and the Planning Board, to advocate for sustainability.

Respectfully submitted,

- *Phil Francisco*, Chair

Approved by Groton Sustainability Commission, January 16, 2024.

## **INTERMUNICIPAL AGREEMENT FOR WATER SYSTEM EXPANSION**

THIS AGREEMENT (this "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") is by and among the **Town of Groton**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 173 Main Street, Groton, Massachusetts 01450 ("Groton"), the **Town of Dunstable**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 511 Main Street, Dunstable, Massachusetts 01827 ("Dunstable"), and the **Town of Pepperell**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 1 Main Street, Pepperell, Massachusetts 01463 ("Pepperell"). Groton, Dunstable, and Pepperell are together the "Parties" and individually a "Party."

**WHEREAS**, the Parties seek a collective solution to expand their potable water supply systems to enhance the resiliency and emergency-readiness of the water systems and to address per- and polyfluoroalkyl substances (PFAS) contamination in groundwater affecting the Groton-Dunstable Regional School District High School property in Groton and nearby properties in Groton, Dunstable, and Pepperell;

**WHEREAS**, Groton and Dunstable are parties to an intermunicipal agreement (the "Groton-Dunstable IMA") governing the expansion of the potable water supply systems in Groton and Dunstable ("Phase 1");

**WHEREAS**, the Groton-Dunstable IMA contemplates an agreement among the Parties to further expand the potable water supply systems in Groton, Dunstable, and Pepperell ("Phase 2", as further defined in this Agreement and shown on the plan entitled "Regional Water System Plan – Phase 2", attached as "Exhibit A");

**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 supply potable water to residential, commercial, and institutional customers, which is a proper governmental function and service;

**WHEREAS**, the Parties' potable water supply systems have capacity to supply potable water to various properties located in the vicinity of Phase 2;

**WHEREAS**, Groton is willing to assume the obligation to construct a portion of Phase 2 located partially in Pepperell and partially in Groton as specified in this Agreement ("Phase 2 West", as further defined in this Agreement and shown on Exhibit A);

**WHEREAS**, Pepperell is willing to assume the obligation to construct a portion of Phase 2 located in Dunstable as specified in this Agreement (Phase 2 East", as further defined in this Agreement



and shown on Exhibit A);

**WHEREAS**, Pepperell is willing to assume the obligation to operate, maintain, and repair the portion of Phase 2 West located in Pepperell; and

**WHEREAS**, Dunstable is willing to assume the obligation to operate, maintain, and repair a portion of Phase 2 West located in Groton and all of Phase 2 East in accordance with this Agreement and the terms and conditions of the Dunstable General Bylaws and the Rules and Regulations of the Dunstable Water Department, as may be amended from time to time (collectively, the "Dunstable Regulations").

**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. PHASE 2 WEST.

1.1. Phase 2 West Defined. Groton shall expand the potable water supply system in Phase 2 West by installing 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, as shown on Exhibit A.

1.2. Phase 2 West Construction.

- a. Groton shall be responsible for the planning, designing, bidding, permitting, and construction of Phase 2 West, which shall comply with all applicable federal, state, and local laws, rules, and regulations; provided, however, that Groton shall not be required to commence such efforts until Phase 2 East has obtained all necessary permits in accordance with Section 2.2 below.
- b. Pepperell and Dunstable shall provide Groton with their full cooperation in the planning, designing, bidding, permitting, and construction of Phase 2 West, including but not limited to granting any easements and licenses, executing applications, providing letters of support, and seeking grants, loan forgiveness, and payments by third parties to reduce the Parties' costs for Phase 2 West.
- c. Pepperell shall have the right to review and approve, not to be unreasonably withheld, all specifications and plans prepared for Phase 2 West 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 ways in Pepperell as necessary for the construction of Phase 2 West.
- e. Pepperell shall waive various permitting fees with respect to the initial construction



of Phase 2 West.

- f. Upon completion of construction, Groton shall provide Pepperell with as-built plans of Phase 2 West.

1.3. Phase 2 West Cost Estimate. The planning, designing, bidding, permitting, and construction costs for Phase 2 West are estimated at \$3,100,000.

1.4. Phase 2 West Cost Division.

- a. The Parties shall divide the costs of Phase 2 West as follows:

- i. Groton: 50% (estimated at \$1,550,000);

- ii. Dunstable: 50% (estimated at \$1,550,000);

- b. The Parties acknowledge that the total cost of Phase 2 West 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 2 West based upon the percentages set forth in this Section 1.4, provided however, that if the total estimated cost of Phase 2 West will exceed \$3,162,000 (a 2% increase over the estimate set forth in Section 1.3), the Parties shall reopen this Agreement and negotiate amended terms.

- c. The total cost of Phase 2 West may be reduced by grants, loan forgiveness programs, or other payments by third parties, which shall reduce the Parties' payments for Phase 2 West but not the percentages set forth in this Section 1.4.

1.5. Phase 2 West Funding. The Parties shall separately seek approval for funding for their respective shares of the costs of Phase 2 West, and each Party shall notify the other Party upon obtaining the necessary approval for funding for its respective share of the costs of Phase 2 West.

1.6. Phase 2 West Payments. Groton shall invoice Dunstable for its share of the Phase 2 West costs as set forth in a side letter to be negotiated by the Groton Town Manager and the Dunstable Town Administrator and executed by Groton and Dunstable prior to Groton incurring any costs for Phase 2 West, said side letter to be attached to this Agreement as Exhibit B.

1.7. Phase 2 West Operations, Maintenance, and Repair.

- a. Upon completion of Phase 2 West, Pepperell shall be responsible for the operation, maintenance, and repair of the portions of the Phase 2 West potable water supply infrastructure located in Pepperell.
- b. Upon completion of Phase 2 West, Dunstable shall be responsible for the operation, maintenance, and repair of the portions of the Phase 2 West potable water supply

infrastructure located in Groton, as set forth in Section 4 of this Agreement.

2. PHASE 2 EAST.

2.1. Phase 2 East Defined. Pepperell shall expand the potable water supply system in Phase 2 East by installing new water mains from a connection point 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 Exhibit A.

2.2. Phase 2 East Construction.

- a. Pepperell shall be responsible for the planning, designing, bidding, permitting, and construction of Phase 2 East, which shall comply with all applicable federal, state, and local laws, rules, and regulations.
- b. Dunstable and Groton shall provide Pepperell with their full cooperation in the planning, designing, bidding, permitting, and construction of Phase 2 East, including but not limited to granting any easements and licenses, executing applications, providing letters of support, and seeking grants, loan forgiveness, and payments by third parties to reduce the Parties' costs for Phase 2 East.
- c. Permitting for Phase 2 East shall include, but not be limited to, Interbasin Transfer Act approval for water transfers between the Nashua River watershed and the Merrimack River watershed. As set forth in Section 1.2.a above, work on Phase 2 West shall be conditional upon receipt of Interbasin Transfer Act approval for Phase 2 East.
- d. Dunstable shall have the right to review and approve, not to be unreasonably withheld, all specifications and plans prepared for Phase 2 East prior to the commencement of construction.
- e. Phase 2 East shall include the installation of a valve at the intersection of Groton Street and Kemp Street in Dunstable to separate portions of Phase 1 located south of said intersection, which shall be part of the Groton potable water supply system, from the Dunstable potable water system, as shown on Exhibit A.
- f. Pepperell and its contractors and agents are hereby granted a non-exclusive right to enter and open the ways in Dunstable as necessary for the construction of Phase 2 East.
- g. Dunstable shall waive various permitting fees with respect to the initial construction of Phase 2 East.
- h. Upon completion of construction, Pepperell shall provide Dunstable with as-built plans of Phase 2 East.

- 2.3. Phase 2 East Cost Estimate. The planning, designing, bidding, permitting, and construction costs for Phase 2 East are estimated at \$10,400,000.
- 2.4. Phase 2 East Costs.
- a. Pepperell shall be responsible for 100% of the costs of Phase 2 East.
  - b. The Parties acknowledge that the total cost of Phase 2 East may differ from the estimate set forth in Section 2.3, and that the Parties are obligated under this Agreement to share the total cost of Phase 2 East based upon the percentages set forth in this Section 2.4, provided however, that if the total estimated cost of Phase 2 East will exceed \$10,608,000 (a 2% increase over the estimate set forth in Section 2.3), the Parties shall reopen this Agreement and negotiate amended terms.
  - i. The total cost of Phase 2 East may be reduced by grants, loan forgiveness programs, or other payments by third parties, which shall reduce the Parties' payments for Phase 2 East but not the percentages set forth in this Section 2.4.
- 2.5. Phase 2 East Operations, Maintenance, and Repair. Upon completion of construction, Dunstable shall be responsible for the operation, maintenance, and repair of Phase 2 East.
3. PRE-CONSTRUCTION TERMINATION: This Agreement may be terminated prior to the construction of Phase 2 as follows:
- a. If a Party fails to notify the other Parties that it has obtained approval for the necessary funding for Phase 2 costs by June 30, 2024, then either of the other Parties may terminate this Agreement upon providing written notice of such termination, unless the deadline for obtaining approval for funding is extended by mutual, written agreement of the Parties.
  - b. If Groton or Pepperell fail to obtain all permits and approvals required for Phase 2, including but not limited to approvals for any interbasin transfers, by June 30, 2026, then any Party may terminate this Agreement upon providing written notice of such termination, unless the deadline for such permits and approvals is extended by mutual, written agreement of the Parties. Upon a termination under this Section 3(b), Groton shall provide Dunstable with a final invoice for costs incurred pursuant to this Agreement for Phase 2 West, 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.
4. DUNSTABLE SERVICE AREA.
- 4.1. Water Service in Groton. Upon completion of Phase 2 West, Dunstable and the Dunstable Water Department shall have all legal rights and responsibilities for the potable water service in the portions of Phase 2 West and Phase 1 along North Street in Groton between the Pepperell/Groton municipal boundary and the Groton/Dunstable municipal boundary

(the “Dunstable Service Area.”)

4.2. Water Service Connections. Within the Dunstable 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 Dunstable Regulations. Dunstable shall be responsible for approving any water service connection within the Dunstable Service Area, subject to applicable permitting by Groton. Properties within the Dunstable Service Area shall be subject to in-town connection charges and other fees applicable to properties located in Dunstable under the Dunstable Regulations, provided however, that any property identified as being affected by PFAS contamination on the report entitled “Immediate Response Action Plan, Groton-Dunstable Regional School District” by Tighe & Bond, dated April 2023, shall not be subject to any connection charges or other fees necessary to connect to the Dunstable potable water system.

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

- a. Metering. Dunstable shall install and maintain water meters for water users in the Dunstable Service Area. Pursuant to water meter readings, Dunstable shall apply Dunstable’s in-town rates, fees, and charges for water service, as set forth in the Dunstable Regulations.
- b. Billing. Dunstable shall bill water users in the Dunstable Service Area in accordance with the Dunstable Regulations.
- c. Collections. If a water user in the Dunstable Service Area fails to pay a properly payable fee, rate, or charge, then Dunstable shall send notice of the delinquent account(s) to Groton’s Board of Assessors. Groton 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 Dunstable. Dunstable may pursue a contract claim for unpaid fees, rates, or charges or terminate water service to a customer located in the Dunstable Service Area, in accordance with M.G.L. c. 40, § 42B. Subject to pre-approval by Dunstable of an estimated budget received from Groton, Dunstable shall reimburse Groton 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 Service Area.

4.4. Operations, Maintenance, and Repair.

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



connection with the operation, maintenance, and repair of the Dunstable Service Area shall be borne by Dunstable, it being the intent of this Agreement that there shall be no cost whatsoever to Groton for the Dunstable Service Area following the initial construction of Phase 2 West and Phase 1.

- b. Access. Dunstable is hereby granted a non-exclusive right to enter and open the public ways in the Dunstable Service Area for purposes of inspecting, repairing, replacing, maintaining, and monitoring the potable water supply infrastructure in the Dunstable Service Area. For non-emergency work on potable water supply infrastructure in the Dunstable Service Area, Dunstable shall give written notice to Groton and shall apply for a street opening permit at least fourteen (14) days prior to the commencement of work. Dunstable 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 Groton, including hiring police details when deemed necessary by Groton.
- c. Emergency Shut-Off. In the case of an emergency creating a threat to the public health or safety as determined by Dunstable, Dunstable may suspend or terminate water service in the Dunstable Service Area immediately and without prior written notice. Written notice shall be provided as soon as practicable thereafter.
- d. Emergency Conditions. Dunstable shall be responsible for responding to emergency calls regarding water service in the Dunstable Service Area. Dunstable and Groton 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 Dunstable or Groton.

## 5. MISCELLANEOUS PROVISIONS

- 5.1. 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.

### 5.2. Insurance.

- a. At all times while Groton is carrying out the construction of Phase 2 West in Pepperell and any activities incidental to such construction, Groton shall obtain and maintain the following insurance coverage:
  - i. General Liability with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis, with Pepperell 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 Pepperell named as additional insured.

- iii. Excess Liability with \$2,000,000 minimum limits in excess of underlying limits, with Pepperell 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 Pepperell 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 Pepperell 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 Agreement and in no way limit the liability of Groton. 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.

- b. At all times while Pepperell is carrying out the construction of Phase 2 East in Dunstable and any activities incidental to such construction, Pepperell shall obtain and maintain 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.
- 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.

Pepperell 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 Agreement and in no way limit the liability of Pepperell. 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.

c. At all times while Dunstable is responsible for the operation, maintenance, and repair of the Dunstable Service Area in Groton, Dunstable shall obtain and maintain the following insurance coverage:

- i. General Liability with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis, with Groton 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 Groton named as additional insured.
- iii. Excess Liability with \$2,000,000 minimum limits in excess of underlying limits, with Groton 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.

Dunstable shall provide Groton 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 Groton 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 Agreement and in no way limit the liability of Dunstable. 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.

5.3. 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.

5.4. 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.

5.5. 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 2 West, Groton shall provide Pepperell and Dunstable with monthly reports regarding the construction progress and costs associated with the construction of Phase 2 West.
- b. 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 2 East, Pepperell shall provide Groton and Dunstable with monthly reports regarding the construction progress and costs associated with the construction of Phase 2 East.
- c. Pursuant to M.G.L. c. 40, § 4A, upon the connection of one or more properties in Groton to the Dunstable Service Area and continuing until the termination of this Agreement, Dunstable shall provide Groton with quarterly reports concerning the status, operation, revenues, and costs of the Dunstable Service Area.
- d. Dunstable shall provide Groton with access to all records concerning (i) the Dunstable Service Area, and (ii) the setting of water rates paid by customers in the Dunstable Service Area.

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

5.7. 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.

5.8. 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.

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

5.10. 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.

- 5.11. 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.
- 5.12. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- 5.13. Recitals. The Recitals provided in this Agreement are acknowledged by the Parties to be material terms and conditions of this Agreement.
- 5.14. 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.
- 5.15. 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.
- 5.16. 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:

Town Manager  
Town of Groton  
173 Main Street  
Groton, MA 01450  
Email: [townmanager@grotonma.gov](mailto:townmanager@grotonma.gov)

If intended for Dunstable:

Town Administrator  
Town of Dunstable  
511 Main Street  
Dunstable, MA 01827  
Email: [townadministrator@dunstable-ma.gov](mailto:townadministrator@dunstable-ma.gov)

If intended for Pepperell:

Town Administrator  
Town of Pepperell

1 Main Street  
Pepperell, MA 01463  
Email: [amaclean@town.pepperell.ma.us](mailto:amaclean@town.pepperell.ma.us)

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

**[SIGNATURES ON NEXT PAGE]**

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

TOWN OF GROTON

TOWN OF DUNSTABLE

\_\_\_\_\_  
Mark Haddad, Town Manager,  
Duly authorized by vote of the Groton Select  
Board on \_\_\_\_\_, 2024

\_\_\_\_\_  
Jason Silva, Town Administrator  
Duly authorized by vote of the Dunstable  
Board of Selectmen on \_\_\_\_\_, 2024

Acknowledged:

Acknowledged:

Town of Groton Board of Water  
Commissioners

Town of Dunstable Board of Water  
Commissioners

\_\_\_\_\_, \_\_\_\_\_,  
Duly authorized by vote of the  
Town of Groton Board of Water  
Commissioners  
on \_\_\_\_\_, 2024

\_\_\_\_\_, \_\_\_\_\_,  
Duly authorized by vote of the  
Town of Dunstable Board of Water  
Commissioners  
on \_\_\_\_\_, 2024

TOWN OF PEPPERELL

\_\_\_\_\_  
Andrew MacLean, Town Administrator,  
Duly authorized by vote of the Pepperell  
Select Board on \_\_\_\_\_, 2024

Acknowledged:

Town of Pepperell Board of Public Works

\_\_\_\_\_, \_\_\_\_\_,  
Duly authorized by vote of the  
Town of Pepperell Board of Public Works  
on \_\_\_\_\_, 2024

## Exhibit A

“Regional Water System Plan – Phase 2”

## Exhibit B

Side letter on invoices for Phase 2 West costs.



**Town of Groton**  
**General Fund Statement of Revenues & Expenditures**  
**December 31, 2023**

	Current Budget FY24	July - Dec Actual FY24	Variance to FY24 Budget	2nd Qtr % of Budget	Final FY23 Budget	July - June Actual FY23	July - Dec Actual FY23	2nd Qtr Variance to FY23 Budget	2nd Qtr % of Budget	% of Budget Change	Notes
<b>Revenue</b>											
State Aid (Lottery/Exempts)	1,116,143	540,915	(575,228)	48.46%	1,077,749	1,052,175	529,831	(547,918)	49.16%	98.58%	
Motor Vehicle/Boat Excise	1,520,583	290,933	(1,529,650)	19.09%	1,778,290	1,929,500	266,057	(1,512,233)	14.96%	106.82%	
Local Option Meals Tax	247,000	134,351	(112,649)	54.39%	250,000	242,074	137,854	(112,146)	55.14%	98.64%	
Local Option Room Occupancy Tax	150,000	88,010	(61,990)	58.67%	100,000	174,676	111,947	11,947	111.95%	52.41%	
Marijuana Revenue	150,000	0	(150,000)	0.00%	0	0	0	0	#DIV/0!	#DIV/0!	
Penalties and Interest on Taxes	110,000	41,657	(68,343)	37.87%	110,000	180,735	66,087	(43,913)	60.08%	63.03%	
Payments in Lieu of Taxes	346,500	200,000	(146,500)	57.72%	300,000	340,705	2,119	(297,881)	0.71%	8129.58%	Groton School Early Payment FY24
Groton Hill Music Ticket Fee	25,000	27,144	2,144	108.58%	0	21,148	0	0	#DIV/0!	#DIV/0!	Not collected 2nd Qtr FY23
Other Charges for Service (Dunst)	99,000	101,872	2,872	102.90%	90,000	93,523	93,123	3,123	103.47%	99.45%	
Country Club Revenue	700,000	217,069	(482,931)	31.01%	605,267	794,369	212,813	(392,454)	35.16%	88.20%	
Fees (incl Van vouchers)	392,000	220,615	(171,385)	56.28%	385,446	420,806	231,599	(153,847)	60.09%	93.66%	Solid Waste down 7.5%
Rentals ( Cell Towers)	40,000	29,177	(10,823)	72.94%	32,000	81,409	49,412	17,412	154.41%	80.20%	Revenue Sharing Paymt not rec'd in FY24
Other Departmental Revenue	800,000	431,546	(368,454)	53.94%	775,000	834,488	399,045	(375,955)	51.49%	104.76%	
Licenses and Permits	429,300	279,513	(149,787)	65.11%	315,681	800,579	443,469	127,788	140.48%	86.35%	Bldg & Mech Permit activity down 47%
Fines and Forfeits	10,000	6,360	(3,640)	63.60%	10,000	11,786	7,051	(2,949)	70.51%	100.00%	
Investment Income	100,000	969,221	869,221	969.22%	50,000	421,136	111,528	61,528	223.06%	434.51%	
Misc Recurring (LRTA/Public Safety)	75,000	46,934	(28,066)	62.58%	6,936	111,611	98,691	91,755	1422.88%	4.40%	LRTA Invoicing Delay, will normalize by 6/30/24
Misc (WC Reimb, Opioid & Other)	3,000	5,359	2,359	178.63%	0	58,574	4,175	4,175	#DIV/0!	#DIV/0!	
Enterprise Allocation for Indirects	336,486	191,172	(145,314)	56.81%	291,664	291,583	145,757	(145,907)	49.37%	102.52%	
Real Estate and Personal Prop	41,322,045	19,478,357	(21,843,688)	47.14%	39,160,747	39,116,511	18,007,044	(21,153,703)	45.98%	102.52%	
<b>Total Revenue</b>	<b>48,272,057</b>	<b>23,300,205</b>	<b>(24,971,852)</b>	<b>48.27%</b>	<b>45,338,780</b>	<b>46,977,388</b>	<b>20,917,602</b>	<b>(24,421,178)</b>	<b>46.14%</b>	<b>104.62%</b>	
<b>Expenditures (Operating Expenses)</b>											
General Government	2,887,764	1,425,566	(1,462,198)	49.37%	2,765,909	2,514,781	1,437,761	(1,328,148)	51.98%	94.98%	
Public Safety General Fund**	4,772,597	2,269,931	(2,502,666)	47.56%	4,785,213	4,699,055	2,313,116	(2,472,097)	48.34%	98.39%	
Department of Public Works	2,351,495	992,127	(1,359,368)	42.19%	2,511,616	2,426,749	985,817	(1,525,799)	39.25%	107.49%	RdMaint/Tipping/Sno & Ice Materials
Culture, Rec, & Citizen's Svcs	1,947,870	1,011,477	(936,393)	51.93%	1,979,752	1,943,220	1,037,770	(941,982)	52.42%	99.07%	
Employee Benefits and Other*	4,745,663	3,758,280	(987,373)	79.19%	4,550,663	4,526,877	3,703,093	(847,570)	81.37%	97.32%	
<b>Total Operating Expenses</b>	<b>16,705,389</b>	<b>9,457,391</b>	<b>(7,247,998)</b>	<b>56.61%</b>	<b>16,593,153</b>	<b>16,110,682</b>	<b>9,477,557</b>	<b>(7,115,596)</b>	<b>57.12%</b>	<b>99.11%</b>	
<b>Expenditures (Non - Operating Exp.)</b>											
Special Articles Voted for Current Yr	563,742	262,094	(301,648)	46.49%	997,120	448,721	181,090	(816,030)	18.16%	258.00%	
PY Articles/Enc(See Use of Enc Below)	896,127	314,532	(581,595)	35.10%	652,820	352,774	111,093	(541,727)	17.02%	206.23%	
Education	27,718,371	14,044,877	(13,673,494)	50.67%	26,189,285	26,189,285	13,297,152	(12,892,133)	50.77%	99.80%	
Debt Service	4,588,613	1,360,937	(3,227,676)	29.66%	3,618,172	3,614,162	1,414,689	(2,203,483)	39.10%	75.86%	
Intergovernmental (State Offsets)	98,662	49,331	(49,331)	50.00%	95,249	95,249	47,625	(47,624)	50.00%	100.00%	
<b>Total Non - Operating Expenses</b>	<b>33,865,515</b>	<b>16,031,771</b>	<b>(17,833,744)</b>	<b>47.34%</b>	<b>31,552,646</b>	<b>30,700,191</b>	<b>15,051,649</b>	<b>(16,500,997)</b>	<b>47.70%</b>	<b>99.25%</b>	
<b>Excess (Deficiency) Before OFS&amp;U</b>	<b>(2,298,847)</b>	<b>(2,188,957)</b>	<b>109,890</b>	<b>95.22%</b>	<b>(2,807,019)</b>	<b>166,515</b>	<b>(3,611,604)</b>	<b>(804,585)</b>	<b>128.66%</b>	<b>74.01%</b>	
<b>Other Financing Sources</b>											
Transfers from Other Funds	1,119,500	1,013,549	(105,951)	90.54%	1,904,250	1,904,250	1,474,250	(430,000)	77.42%	118.95%	
Use of Avail. Funds: Encumbrances	896,127	314,532	(581,595)	35.10%	652,820	352,774	652,820	0	100.00%	35.10%	
Avail. Funds: F. C./Overlay Surplus	861,737	487,219	(374,518)	56.54%	804,705	724,048	724,048	80,657	89.54%	62.84%	
<b>Total OFS</b>	<b>2,877,364</b>	<b>1,815,300</b>	<b>(1,062,064)</b>	<b>63.09%</b>	<b>3,361,775</b>	<b>2,981,072</b>	<b>2,851,118</b>	<b>(510,657)</b>	<b>84.81%</b>	<b>74.39%</b>	
<b>Other Financing Uses</b>											
Overlay & Deficits to be Raised	180,567	175,054	(5,513)	96.95%	229,560	229,560	229,560	0	100.00%	96.95%	
Transfers to Other Funds	397,950	1,441,235	(1,043,285)	362.16%	325,196	325,196	181,000	(144,196)	55.66%	650.66%	
<b>Total OFU</b>	<b>578,517</b>	<b>1,616,289</b>	<b>(1,037,772)</b>	<b>279.35%</b>	<b>554,756</b>	<b>554,756</b>	<b>410,560</b>	<b>(144,196)</b>	<b>74.01%</b>	<b>377.49%</b>	
<b>Excess (Deficiency) Incl. OFS&amp;U</b>	<b>0</b>	<b>(1,989,946)</b>	<b>(1,989,946)</b>		<b>0</b>	<b>2,592,831</b>	<b>(1,171,046)</b>	<b>(1,171,046)</b>			

	Current Budget FY24	July - Dec Actual FY24	Variance to FY24 Budget	2nd Qtr % of Budget	Final FY23 Budget	July - June Actual FY23	July - Dec Actual FY23	2nd Qtr Variance to FY23 Budget	2nd Qtr % of Budget	% of Budget Change
Salaries/Wages Expenditures by Function of Government										
General Government:										
BOS/Town Manager	370,069	181,442	188,627	49.03%	359,619	354,711	180,446	179,173	50.16%	97.71%
Accountant	170,106	85,691	84,415	50.38%	154,045	154,046	79,560	74,485	51.65%	97.54%
Assessors	162,786	79,344	83,442	48.74%	150,831	150,353	75,913	74,918	50.33%	96.84%
Treasurer/Collector	231,025	114,895	116,130	49.73%	215,235	216,232	108,582	107,653	50.21%	99.04%
Personnel	94,300	48,300	46,000	51.22%	87,984	87,983	46,164	41,820	52.47%	97.62%
Information Technology	191,888	94,951	96,937	49.48%	183,250	183,175	92,632	90,618	50.55%	97.88%
Town Clerk/Elections	194,527	87,168	107,359	44.81%	204,707	204,614	117,756	86,951	57.52%	77.90% Consultant Salary inc FY23
Land Use Conservation Comm.	73,351	32,243	41,108	43.96%	73,971	73,972	38,889	35,082	52.57%	83.62% Personnel Turnover FY24
Land Use Inspection Services	211,057	102,547	108,510	48.59%	220,329	215,305	98,107	122,222	44.53%	109.12%
Land Use (Planning/ZBA)	95,921	48,667	47,254	50.74%	89,236	89,237	46,815	42,421	52.46%	96.72%
Total General Government	1,795,030	875,248	919,782	48.76%	1,740,207	1,729,628	884,864	855,343	50.85%	95.89%
Public Safety:										
Police Department	2,403,214	1,142,698	1,260,516	47.55%	2,371,593	2,350,642	1,156,246	1,215,347	48.75%	97.54%
Fire Department/Civil Defense	1,398,085	651,036	747,049	46.57%	1,455,370	1,426,066	681,127	774,243	46.80%	99.51%
Dispatch (paid from Gen Fund) **	448,073	251,729	196,344	56.18%	445,359	444,288	272,689	127,670	61.23%	91.75%
Animal Cntrl/Dog Officer	21,664	10,832	10,832	50.00%	19,164	19,164	9,582	9,582	50.00%	100.00%
Total Public Safety	4,271,036	2,056,295	2,214,741	48.15%	4,291,486	4,240,160	2,119,644	2,171,842	49.39%	97.49%
Department of Public Works:										
Municipal Buildings	166,348	63,972	102,376	38.46%	159,057	156,174	76,512	82,545	48.10%	79.96% Personnel Turnover FY24
Highway	863,616	403,802	459,814	46.76%	870,898	870,894	420,444	450,454	48.28%	96.85%
Snow & Ice	140,000	18,742	121,258	13.39%	171,937	171,937	23,979	147,958	13.95%	95.99%
Parks	17,571	7,064	10,507	40.20%	17,481	13,804	7,143	10,338	40.66%	98.38%
Solid Waste	154,315	69,371	84,944	44.95%	150,995	145,954	70,119	80,876	46.44%	96.79%
Total DPW	1,341,850	562,951	778,899	41.95%	1,370,368	1,358,763	598,197	772,171	43.65%	96.11%
Culture, Rec, & Citizen's Svcs:										
COA/COA Van	265,397	125,051	140,346	47.12%	266,772	266,362	122,828	143,944	46.04%	102.35%
Vets Svcs/Water Safety/Graves	10,930	3,965	6,965	36.28%	10,668	8,770	4,830	5,838	45.28%	80.12% Water Safety Wages down \$1k FY24
Library	758,911	362,753	396,158	47.80%	770,599	757,964	377,337	393,262	48.97%	97.61%
Country Club	409,980	234,905	175,075	57.30%	407,867	405,461	241,179	166,688	59.13%	96.91%
Total Culture, Rec, & Citizen's Svcs	1,445,218	726,674	718,544	50.28%	1,455,906	1,438,557	746,174	709,732	51.25%	98.11%
Grand Total Salaries & Wages	8,853,134	4,221,168	4,631,966	47.68%	8,857,967	8,767,108	4,348,879	4,509,088	49.10%	97.11%
Benefits:										
County Retirement	2,494,280	2,494,280	0	100.00%	2,538,910	2,538,910	2,538,910	0	100.00%	100.00%
Health / Life Insurance *	2,094,383	1,184,836	909,547	56.57%	1,829,743	1,814,711	1,065,959	763,784	58.26%	97.10% Oct Health Ins paid in Sep FY24
Other Benefits (Medicare/Unemplmt)	157,000	79,174	77,826	50.43%	182,010	173,256	98,224	83,786	53.97%	93.44%
Total Benefits	4,745,663	3,758,290	987,373	79.19%	4,550,663	4,526,877	3,703,093	847,570	81.37%	97.32%
Total Salaries/Wages/Benefits	13,598,797	7,979,458	5,619,339	58.68%	13,408,630	13,293,985	8,051,972	5,356,658	60.05%	97.72%

## FISCAL YEAR 2024

### GOALS OF THE GROTON SELECT BOARD

#### 1. Environmental Contamination Issues

Select Board Member Assigned: Alison Manugian and Peter Cunningham

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

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

10-30-23 Update: The Groton Select Board has approved an IMA with Dunstable to address the PFAS at the High School. Depending on the outcome of the 2023 Fall Town Meeting and the November 7, 2023, election in Groton and the Special Town Meeting and Election in Dunstable and the successful negotiation of an IMA with Pepperell, work can begin in the Spring of 2024 to bring clean potable water to the Groton Dunstable Regional High School.

1-29-24 Update: Both Groton and Dunstable voters approved the debt exclusion for the project. The next step is to approve the Phase II IMA that is on the Agenda for the Select Board to approve at their January 29<sup>th</sup> Meeting.

#### 2. Climate Change

Select Board Member Assigned: Alison Manugian

Goal:

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

Measurable Benchmark: Schedule workshop with Sustainability Commission, the Electric Light Commission and Electric Light General Manager to discuss transition plans and Climate Change Initiatives. Workshop should



be scheduled by December 31, 2023, with any follow-up taking place as soon as possible after the Workshop.

10-30-23 Update: Still need to schedule workshop. It is my plan to schedule this sometime in December.

1-29-24 Update: A workshop on Climate Change and the transition to a new General Manager took place on December 4<sup>th</sup>. The Sustainability Commission also attended the workshop. The Light Commission met with Sustainability Commission to align with them and to set an expectation for the future. The Light Commission has said a path forward has been established and said they welcome ideas from everyone and want the Sustainability Commission to ensure sustainable practices are followed. The Sustainability Commission will update the Board on the Greenhouse Gas Survey and next steps at the Board's January 29<sup>th</sup> meeting.

The Town, in conjunction with the Cities of Fitchburg and Leominster and the Towns of Pepperell and Ashburnham have been awarded an MVP Action Grant for planning and developing nature based solutions to climate change impacts in not only Groton but regionally as well.

**3. Master Plan**  
**Select Board Member Assigned: All Members**

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

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

10-30-23 Update: Land Use Director/Town Planner Takashi Tada has been providing updates to the Select Board on the progress of the Master Plan. This will continue in the months ahead.

1-29-24 Update: No new update.

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

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

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

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

**10-30-23 Update:** The Town Manager and Water Superintendent have been working to receive state grants to offset the cost of operations. The Town Manager is working with the State Delegation to receive funding for the PFAS solution at the High School and the Water Superintendent has received a \$1.2 million MassWorks Grant to install a new water line on Taylor Street to support the proposed redevelopment of 500 Main Street. The 2023 Fall Town Meeting is considering a Charter Amendment to change the Town Budget Timeline. Groton School has increased its PILOT to the Town for the sixth consecutive year. The TREAD Committee is up and running and starting to take in donations to provide funding to offset taxes for our seniors in need of relief.

**1-29-24 Update:** The Fall Town Meeting approved the Charter Change to bring Groton's Budget timeline more in line with GDRSD Budget timeline. The TREAD Committee has raised funds and is accepting applications from Seniors needing tax relief. The Tri-Comm finished its work and helped develop the FY 2025 Proposed Operating Budget. The Select Board has approved seeking an override of Proposition 2½ to support the proposed FY 2025 Budget. Groton School increased its PILOT by 2½%. The Ticket



Surcharge at Groton Hill Music has already surpassed the FY 2024 estimate and continues to grow.

**5. Affordable Housing**  
**Select Board Member Assigned: Becky Pine**

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

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

10-30-23 Update: Have not scheduled the meeting yet. Should be scheduled some time after Town Meeting and before the end of the year.

1-29-24 Update: The Public Safety Officials attended the December 11<sup>th</sup> Select Board Meeting to discuss the impact of housing projects will have on municipal services. They will continue to monitor the projects and determine how best to address the impact, whether its working with developers or seeking additional funding to increase staffing. The Zoning Board of Appeals has approved the 500 Main Street Affordable Housing Development. Heritage Landing has scaled back their proposal to meet local regulations and requirements. The Town has been asked to support a MassWorks Grant to bring water to the site on Cow Pond Brook Road.

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

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

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

10-30-23 Update: No new update.

1-29-24 Update: The DEI Committee has been invited to the February 5<sup>th</sup> Select Board Meeting

**7. Town-wide Examination of Traffic Patterns, Speed Limits, Road Designs, Etc.  
Select Board Member Assigned: John Reilly and Becky Pine**

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

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

10-30-23 Update: Have not scheduled the workshop yet. Should be scheduled some time after Town Meeting and before the end of the year.

1-29-24 Update: The Police Department and DPW attended the December 11<sup>th</sup> Select Board Meeting to address this and other issues. We have been working with the potential new owner of the former Light Department Building to get the unpaved road between Station Avenue and Broadmeadow opened to the public again.

The Town, in conjunction with the Cities of Fitchburg and Leominster and the Towns of Pepperell and Ashburnham have been awarded an MVP Action Grant for planning and developing nature based solutions





**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*

### SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Mark Gerath

Applicant's Address: PO Box 395 Groton, MA 01450

Applicant's Contact Information: 978.337.5935 / mark.gerath@gmail.com  
Telephone # E-Mail Address

Organization Name: Groton Conservation Trust

Name of Event: Groton Conservation Forum

Description of Event: Meeting of the conservation organizations in Groton

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

Date of Event: Thursday 2/15/24

Hours of Event: 7 PM to 9 PM

Location of Event: Groton Senior Center

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

Applicant's Signature: [Signature] Date: 1/16/24

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

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

**SELECT BOARD MEETING MINUTES  
MONDAY, JANUARY 22, 2024  
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; Tom Delaney, DPW Director; Brian Callahan, DPW Director In Training; Patricia Dufresne, Assistant Finance Director/Town Accountant; Dawn Dunbar, Town Clerk; Hannah Moller, Treasurer/Tax Collector; Megan Foster, Principal Assessor; Jason Kauppi, Moderator

**Finance Committee:** Bud Robertson; Colby Doody; Mary Linskey; Scott Whitefield; Michael Sulprizio

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

**ANNOUNCEMENTS**

Mr. Cunningham wanted to take a moment to take note of the passing of Earl Carter. Mr. Carter was an icon in the community and the “go-to” guy if you wanted to know something about Groton. He also wanted to extend his condolences to Mr. Carter's wife and family. Ms. Pine added that Mr. Carter had an amazing collection of Groton’s memorabilia. She hoped that the Town would find a way to preserve and share this history with the public, which Mr. Carter wanted. Mr. Carter oversaw the restoration of the cannon in front of Legion Hall. He also repaired the clock in the tower of the Union church. Mr. Reilly said Mr. Carter was one of his best friends and had contributed greatly to developing the town's buildings and roadways. He was a true legend and a great man and will be greatly missed in Town. His biggest pride and joy was the restored Revolutionary War cannon in front of Legion Hall. His efforts received national recognition for the restoration. Mr. Pisani said he did many things that no one knew about for the community. He said this is a significant loss.

Mr. Cunningham announced that the Groton Center had been recognized with national accreditation, and Groton was one of only nine centers to receive this recognition. The Groton Center held a celebration ceremony. Mr. Cunningham appreciates all the hard work from the Council on Aging and staff put into making this happen.

Ms. Manugian announced that the new Superintendent interviews had been completed and that feedback forms were available on the Groton Channel.

**PUBLIC COMMENT PERIOD**

Brian Leblanc, a member of the School Committee, expressed concern about the timing of the upcoming Town Meeting. He explained that during the previous Select Board Meeting, the timing of the meeting had been discussed, whether it should be held on a weekend or weekday. The Superintendent provided input on the matter, and Mr. Leblanc suggested holding the meeting on a weeknight rather than a weekend to have better attendance from parents. Ms. Manugian asked about when sports activities typically begin, and Mr. Leblanc said they usually start around April 1<sup>st</sup>.

Ms. Moller, the Treasurer/Tax Collector, wanted to inform everyone that applications for the TREAD program are now available for eligible seniors. She suggested reviewing the website and contacting the Tax Collector's office for more information. The deadline for submitting applications is January 31st.

Lisa Murry, representing Girl Scouts, was concerned about a new fee being implemented for user groups at the Groton Center. She wanted to bring attention to the difficulty of finding a meeting space for non-profit groups.

Ms. McWade, a member of the Council on Aging, raised concerns about the newly implemented Groton Center's Use Policy. She states she'd received multiple calls about it and felt the Council should have more input. Mr. Cunningham mentioned that a delicate balance must be maintained to protect the facility and ensure it is safe. Also, she said it was discussed that the Council on Aging (COA) would like to have more input on the process of choosing a new Council on Aging Director.

Mr. Francisco, a member of the Sustainability Commission, announced that the Seminar Series will restart on Wednesday, January 31, 2024, at the Groton Center at 7:00 P.M. The seminar will focus on the Greenhouse Gas Inventory.

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

**1. Consider Ratifying the Town Manager's Appointment of Jonah Gaboriault to the Groton Country Club Staff.**

*Mr. Pisani made a motion to ratify the Town Manager's appointment of Jonah Gaboriault to the Groton County Club Staff. Ms. Pine seconded the motion. The motion carried unanimously.*

**2. Update from the Town Manager on Filling the Council on Aging Director Vacancy- Consider Ratifying the Town Manager's Appointment of Nandi Munson as Interim Council on Aging Director.**

Mr. Haddad explained the following process to replace Ashley Shaheen as the Council on Aging Director. He said they would first advertise the vacancy in the usual platforms (MMA, Groton Herald, Lowell Sun, Facebook, Town Website, and COA ListServ). Second, he would have a Screening Committee to help conduct the preliminary screening and interview candidates. The Screening Committee would apprise the following members: Executive Assistant Kara Cruikshank; Human Resource Director Melisa Doig; Community Engagement Specialist Nandi Munson. Select Board Member John Reilly; Council on Aging Member Michelle Collette and Mr. Haddad. Mr. Haddad said once the Committee narrowed down the field to 2 or 3 finalists, he would schedule interviews with the full Council on Aging for their review and recommendation. He said once that process was complete, he would bring forward his choice to the Select Board for their consideration and ratification. He hopes to have someone on board by the end of May. Ms. Shaheen's last day will be February 9, 2024. Mr. Haddad respectfully requested that the Select Board ratify his appointment of Nandi Munson as Interim Council on Aging Director, effective February 9, 2024.

*Ms. Pine made a motion to ratify the Town Manager's appointment of Nandi Munson as Interim Council on Aging Director, effective February 9, 2024. Ms. Manugian seconded the motion. The motion carried unanimously.*

### 3. FY 2025 Budget Update

Mr. Haddad has announced that the Finance Committee and Select Board will hold a joint meeting on Saturday, January 27th, at 8:30 AM. The meeting is scheduled to take place at the Town Hall. Earlier today, Ms. Cruikshank, Ms. DuFresne (Assistant Finance Director/Town Accountant), Ms. Kersey (Director of Business and Finance for GDRSD), Dr. Chesson (Superintendent for GDRSD), and Mr. Robertson met to prepare for the upcoming meeting.

Mr. Haddad announced two Budget Forums will take place. The first forum will be held on Tuesday, February 27, 2024, beginning at 7:00 pm at the Swallow Union Elementary School in Dunstable. The second forum will be held on Wednesday, March 6, 2024, beginning at 7:00 pm at the Groton Center in West Groton.

Mr. Haddad said he and the Finance Team had a rating call with S&P Global Ratings, and they believe they did a good job. Mr. Haddad believes that the Town will retain its AAA Bond Rating. This will go before the ratings committee, and they will find out on Monday. They will proceed with their plans to go out to bond next week.

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

Saturday, January 27, 2024	Joint Budget Meeting with FinCom
Monday, January 29, 2024	Regularly Scheduled Meeting
Monday, February 5, 2024	Regularly Scheduled Meeting
Monday, February 12, 2024	Regularly Scheduled Meeting
Monday, February 19, 2024	No Meeting- Presidents Day
Monday, February 26, 2024	Regularly Scheduled Meeting-held at Groton Center
Tuesday, February 27, 2024	Special Budget Forum- Swallow Union Elementary School
Monday, March 4, 2024	Regularly Scheduled Meeting- REMOTE MEETING
Wednesday, March 6, 2024	Special Budget Forum- Groton (Senior) Center
Monday, March 11, 2024	Regularly Scheduled Meeting
Monday, March 18, 2024	No Meeting
Monday, March 25, 2024	Regularly Scheduled Meeting
Tuesday, March 26, 2024	Potential New Date of the 2024 Spring Town Meeting
Monday, April 1, 2024	Regularly Scheduled Meeting
Tuesday, April 2, 2024	Special Election to Consider an Override of Proposition 2 1//2
Monday, April 8, 2024	Regularly Scheduled Meeting
Monday, April 15, 2024	No Meeting- Patriots Day
Monday, April 22, 2024	Regularly Scheduled Meeting
Saturday, April 27, 2024	Current date of 2024 Spring Town Meeting

## **ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION**

- 1. Consider Approving a One Day Wine and Malt Beverage License for the Prescott Community Center/Friends of Prescott for Open Mic Night to be held on Friday, February 9, 2024 from 6:30 p.m. to 10:00 p.m.**

*Mr. Pisani made a motion to approve a One Day Wine and Malt Beverage License for the Prescott Community Center/Friends of Prescott for Open Mic Night to be held on Friday, February 9, 2024, from 6:30 p.m. to 10:00 p.m. Mr. Reilly seconded the motion. The motion carried unanimously.*

- 2. Consider Approving a One Day All Alcoholic Beverage License for the Prescott Community Center/Friends of Prescott for a Bubbly Cocktails/Mixology Class to be held on Friday, February 9, 2024 from 7:00 p.m. to 9:00 p.m.**

*Mr. Pisani made a motion to approve a One Day All Alcoholic Beverage License for the Prescott Community Center/Friends of Prescott for a Bubbly Cocktails/Mixology Class to be held on Friday, February 9, 2024 from 7:00 p.m. to 9:00 p.m. Ms. Pine seconded the motion. The motion carried unanimously.*

### **6:15 P.M. Discussion with the Public Works Director on the Preliminary Review of the Potential Removal of the Squannacook River Dam.**

Tom Delaney, the Public Works Director, and Brian Callahan, DPW Director in training, attended the meeting to discuss the potential removal of the Squannacook River Dam. Mr. Haddad asked them to explain the history of the project. Mr. Delaney explained that he took over the project in the 1990s when the leatherboard mill was sold for development, and the Squannacook River dam became the property of the Town. He said the town line runs through the middle of the dam, and the other half is held under tax title by the Town of Shirley, but the owner is Helmar Nielson from Florida. Mr. Nielson was the prior owner of the site in Groton. Mr. Delaney explained that they follow all of the Department of Conservation and Recreation (DCR) regulations and are up to date on their annual inspections. So far, approximately \$400,000 has been spent on the repairs, etc. The town's side of the dam is up to date, but the other side needed approximately \$500,000 in repairs (which is private property). Mr. Delaney said to move forward with the project, they require more information on the next steps. He said this was only a feasibility study to explore various options, including site-specific dam removal and associated costs. Mr. Delaney explained the importance of obtaining this information to make informed decisions. He mentioned they have a few options, and the study is expected to be completed in August. He added that DCR (Department of Conservation and Recreation) would likely issue a consent order, but it would be best to wait to see what DCR decides. He said their options were to buy land in Shirley; the owner of the land in Shirley could give it to the town, or they could remove the dam down to the bedrock base. Mr. Delaney explained that the preliminary design was free and stated that the town would decide. He said the Groton side is inspected every two years and has passed. Ms. Manugian said she thought it was great they applied for this and was happy they would have this information to make a final decision. Ms. Pine found it unfortunate that this had gone so far without the public knowing. Mr. Delaney said that when they received the notification and got the grant award, correspondence was sent to Mr. Haddad and published in the Groton Herald. He also mentioned that the Nashua River Association assisted him with the grant, as it was a complicated process.



#### Public Comment

A resident of 7 Pepperell Road wanted to thank Ms. Pine. She met with the residents at the dam after hearing news about it. She explained she wasn't opposed to removing dams and mentioned there are around 3,000 in Massachusetts. She added that it would have been great if residents were informed about it before Mr. Delaney applied for the grant. She said the dam is the center of West Groton and is what makes it beautiful. She wanted to add that they appreciate all the work that has been done. Mr. Cunningham said he believed applying for a feasibility study was appropriate.

Carl Canner pointed out that the town has already invested a lot of money into the issue and proposed a committee to study the dam. Ms. Pine asked who was responsible for conducting the study. Mr. Delaney said that the engineering firm Horsley Group, chosen by DER, would take care of it. Ginger Volmar, a resident, provided a summary of the dam's history to the Board. Carol Canner expressed her interest in being involved.

Mr. Cunningham stated that public feedback would be welcomed once the feasibility study was finished; they would revisit the topic.

#### **7:00 P.M. Consider Changing the Date of the 2024 Spring Town Meeting to March 26, 2024. Call for a Special Override Election on Tuesday, April 2, 2024.**

Chair Robertson called the Finance Committee to order at 7:00 P.M.

Mr. Haddad said last week he told the Select Board about the decision of the Dunstable Board of Selectmen to call for a Special Town Meeting on March 26, 2024, to consider approving their FY 2025 Budget prior to the proposed April 2, 2024, Special Override Election. Mr. Haddad stressed to the Board the importance of having Groton vote on its FY 2025 Budget on the same day. He had also requested that the Groton Select Board consider calling for a Special Town Meeting on that date to stay consistent with Dunstable. He explained to the Board that there could be a wrinkle with doing this as there's specific language in the Groton Charter that outlines the approval of the Annual Operating Budget. He said, unfortunately, that wrinkle was now a fact, based on the wording. According to Town Counsel, it is not possible to approve the Annual Operating Budget during a Special Town Meeting, but it can be approved at the Annual Spring Town Meeting. Therefore, his proposal for a Special Town Meeting to approve the budget couldn't happen.

Mr. Haddad strongly believes Groton should hold its vote on the same day as Dunstable. He requested the Board to consider changing the Spring Town Meeting date from April 27, 2024, to March 26, 2024. If approved, this change would result in only one Town Meeting and two local elections. The Annual Election will take place on April 23, 2024, three weeks after the Special Election. He said this change will not cost the Town any additional money, as there will still be two local elections (Special Override Election and Annual Town Election). It will also save the Town the cost of an extra Town Meeting. Mr. Haddad said there was still enough time to change the date of the Spring Town Meeting. The only issue is that it would move up the closing of the Warrant and Public Hearing.

Mr. Haddad reviewed and discussed the proposed timeline:

(Refer to the memo, Request to Consider Changing the Date of the 2024 Spring Town Meeting)

Ms. Dunbar, the Town Clerk, attended to discuss mail-in ballots and early voting and to answer any questions. Ms. Dunbar said voting by mail was required by all state, federal, and local elections unless the town chose to opt out of local elections. Ms. Dunbar recommended not opting out. She believed early in-person voting would be important for both special and annual town elections. She said if the Select Board decided to call for a Special Override Election, she would ask the Board of Registrars to meet next week to consider making a recommendation to the Board on early in-person voting. Mr. Haddad said that based on the Board of Registrar's recommendations, he would include the in-person early voting discussion on the February 5<sup>th</sup> agenda. Mr. Haddad thanked the Town Clerk for the update.

Mr. Haddad stated that he knew the proposed timeline was aggressive. He explained that the School Committee has voted and prepared a Level Service Budget. Mr. Cunningham said aligning with the GDRSD and the Town of Dunstable made sense, conveyed a good message to the public, and showed consistency. Mr. Haddad said they were trying to give as many opportunities as possible to give public input and to get as much information out there relative to the budget. Ms. Manugian believes more information regarding the school budget must be provided to the public. She said it was hard to envision the aggressive schedule without enough information. Another concern was that she was unsure if the public would understand the significance of having a ballot vote if the budget didn't pass at the Town Meeting. Mr. Haddad explained that at the joint meeting of the Select Board and Finance Committee on Saturday, they would learn why the school budget is at an increase of 8.5 %. The school would provide answers to any questions Select Board members have asked. Mr. Haddad has provided the schools with all the questions from the Select Board and the Finance Committee to answer at the meeting. Ms. Pine believes the Select Board and Finance Committee could meet the aggressive schedule and had the budget under control. She said the CPC has a process and believes their timeline would have to be shortened. Mr. Haddad said he would work with the CPC if the Spring Town Meeting date changed to March 26<sup>th</sup>. Ms. Pine wasn't sure they could do a Town Meeting in one day. Mr. Haddad confirmed with the Moderator, Jason Kauppi, that the Town Meeting determines the dates. Mr. Haddad has reserved three dates, and the options are based on the Performing Art Center's availability.

Ms. Linskey said she was comfortable with the timeline as a Finance Committee Member, but was against it as a resident. She disagreed with the changes. Mr. Robertson asked when the Select Board would have to vote for an override election. Mr. Haddad said he would recommend that the Board do it this evening.

Residents Mr. Francisco and Ms. Volmar commented that the timeline felt rushed.

Mr. Petropolous, a resident of Groton, said he thought it was in everyone's best interest for the Town Meeting to vote first and then proceed with the election afterward. He believed the Board would be doing the Town a disservice otherwise.

*Ms. Pine made a motion to change the 2024 Spring Town Meeting from April 27<sup>th</sup> to March 26, 2024.  
Mr. Reilly seconded the motion.*

*Mr. Reilly expressed concern that the timeline looks rushed, but he hoped the school would get the information out there. Mr. Pisani said they have a partner to work with and suggested that they vote on the same date as Dunstable. Ms. Manugian disagreed, saying that it would be detrimental to adjust the schedule because they want to align with Dunstable. Ms. Pine stated they had very little time to put together the Special Town Meeting held in September of 2022, which was the most heavily attended meeting. Mr. Haddad said the \$5.5 million was presented in September by the Tri-Comm Committee, and it is not the first time this amount was discussed.*

*The motion carried 4-1, Manugian opposed.*

Mr. Haddad respectfully requested the Select Board to call for a Special Election on April 2, 2024, to consider an override of Proposition 2 ½ and provide additional funding for Fiscal Year 2025. He said this additional funding would be sufficient for the next three Fiscal Years.

*Ms. Pine made a motion to call for a Special Override Election on April 2, 2024, to consider an override of Proposition 2 ½ and provide additional funding for Fiscal Year 2025, and to issue a ballot question as follows:*

*"Shall the Town of Groton be allowed to assess an additional \$5,500,000 in real estate and personal property taxes to fund the operating budget of the Town and the Assessment of the Groton Dunstable Regional School District for the fiscal year beginning July 1, 2024?"*

*Mr. Pisani seconded the motion.*

*Ms. Manugian wanted to clarify that she supported the reality of needing an Override but not the accelerated timeline. The motion carried 4-1, Manugian opposed.*

#### **ON-GOING ISSUES**

- A. Green Communities Application and Implementation- Mr. Haddad said Groton had been awarded a Green Communities Competitive grant for \$31,000. The grant was awarded for weatherization at the Middle School and a heat pump and hot water heater at the Town Hall.
- B. Florence Roche Elementary School- The Florence Roche Elementary School Construction Project tour has been rescheduled for February 6th at 11:45 a.m.

#### **Approval of Minutes from January 8, 2024**

*Ms. Pine made a motion to approve the minutes of the regularly scheduled meeting from January 8, 2024, with one correction on page 6. Ms. Manugian seconded the motion. The motion carried unanimously.*

The meeting was adjourned at 7:55 p.m.

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