



TOWN OF GROTON

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

Select Board

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

Town Manager
Mark W. Haddad

SELECT BOARD MEETING
MONDAY, JUNE 24, 2024
AGENDA
SELECT BOARD MEETING ROOM
2nd FLOOR
GROTON TOWN HALL

- 6:00 P.M. Announcements and Review Agenda for the Public – Issue Proclamation in Honor of Bob DeGroot
- 6:05 P.M. Public Comment Period #1
- I. 6:06 P.M. Town Manager's Report
1. Consider Ratifying the following appointments of the Town Manager: Samuel Rivet, Jackson Malloy, Ryan Huang and Evan Fitzgerald – GCC Golf Staff; Alexander Lampe, Rachel Holland, Siyu Chen and Jacob Misner – GCC Lifeguard; Mackenzie Waisnor – GCC Camp Staff
 2. Review Anticipated Line-Item Transfers
 3. Consider Ratifying the Employment Agreement with Police Chief Michael Luth
 4. Consider Ratifying the Employment Agreement with Treasurer/Collector Hannah Moller
 5. Update on Select Board Meeting Schedule through Labor Day
- II. 6:10 P.M. Items for Select Board Consideration and Action
1. Initiate the Annual Performance Review of the Town Manager
 2. Consider Adopting Annual Goals of the Select Board for FY 2025
 3. Consider Reappointing Gregory Baran to the Board of Registrars
 4. Consider Appointing Deanna Kass to the Complete Streets Committee
- III. 7:00 P.M. Interview Finalists for Groton Fire Chief – 7:00 P.M. - Jon Belanger; 7:45 P.M. - Art Cheeks

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. PILOTS

SELECT BOARD LIAISON REPORTS

- IV. Public Comment Period #2
- V. Minutes: Regularly Scheduled Meeting of June 10, 2024
 Virtual Meeting of June 17, 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: *June 10, 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 is one item scheduled on Monday's Agenda. The Select Board will be interviewing the two finalists for the position of Fire Chief. Jon Belanger, currently the Deputy Fire Chief in Oxford will be first. Art Cheeks, currently the Deputy Fire Chief here in Groton will be second. Enclosed with this report are their resumes, along with a copy of the proposed interview questions. Please note that the Assessment Center for the two candidates will take place on Tuesday, August 25th beginning at 8:00 a.m. in both the first floor and second floor meeting rooms.

1. I would respectfully request that the Select Board ratify the following appointments of the Town Manager: Samuel Rivet, Jackson Malloy, Ryan Huang and Evan Fitzgerald – GCC Golf Staff; Alexander Lampe, Rachel Holland, Siyu Chen and Jacob Misner – GCC Lifeguard; Mackenzie Waisnor – GCC Camp Staff
2. As you know, we will be meeting in joint session with the Finance Committee at your July 15th meeting to consider FY 2024 Line-Item Transfers. In advance of that meeting, Patricia DuFresne has prepared a preliminary list (may change once final FY 2024 invoices are submitted) for your review. We can review this list in more detail at Monday's meeting.
3. I would respectfully request that the Board ratify the employment agreement with Police Chief Michael Luth that will cover the period of July 1, 2024 through June 20, 2025. The contract calls for an annual salary in Fiscal Year 2025 of \$158,000.
4. I would respectfully request that the Board ratify the employment agreement with Treasurer/Collector Hannah Moller that will cover the period of July 1, 2024 through June 30, 2027. The contract calls for an annual salary in Fiscal Year 2025 of \$98,110.

Select Board
Weekly Agenda Update/Report
June 10, 2024
page two

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

Tuesday, June 25, 2024	-Fire Chief Finalists Assessment Center
Monday, July 1, 2024	-Appoint Fire Chief -Public Hearing on Setting Connection Fee
Monday, July 8, 2024	-No Meeting
Monday, July 15, 2024	-In Joint Session with Finance Committee – Approve FY 2024 Line Item Transfers -Call for the 2024 Fall Town Meeting
Monday, July 22, 2024	-No Meeting
Monday, July 29, 2024	-Regularly Scheduled Meeting
Monday, August 5, 2024	-No Meeting
Monday, August 12, 2024	-Regularly Scheduled Meeting
Monday, August 19, 2024	-No Meeting
Monday, August 26, 2024	-Regularly Scheduled Meeting – Remote Meeting
Monday, September 2, 2024	-No Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. It is that time of the year for the Select Board to begin the Annual Performance Review of the Town Manager. At this meeting, the Chair needs to certify which members can participate in the Annual Review and direct the Town Manager to begin the self-evaluation. We can discuss this in more detail at Monday's meeting.
2. Based on input received from the various members, I have drafted the proposed Annual Goals of the Select Board. I would like to spend some time at Monday's meeting reviewing the proposed goals. If acceptable, I would respectfully request that the Board adopt these goals at Monday's meeting.
3. Please see the attached memo from the Town Clerk requesting that the Select Board appoint a member to the Board of Registrars. Based on the political party make-up of the Committee, the Select Board needs to appoint a Republican to the Committee. To that end, I would respectfully request that the Select Board reappoint Gregory Baran to the Board for a three year term to end on June 30, 2027.
4. The Complete Streets Committee has requested that the Board appoint Deanna Kass to the Committee. I would respectfully request that the Board make this appointment at Monday's meeting with a term ending on June 30, 2025.

MWH/rjb
enclosures

Candidate Name: _____

Groton Fire Chief – Interview Questions

1. Tell us about yourself background and how you came to a career in this field?
2. What about Groton and the Groton Fire Department make you want to work here?
3. What do you consider to be the key skills for this position?
4. What is your greatest professional achievement to date?
5. What is a weakness and what have you done to overcome it?
6. Leaders must motivate their subordinates to get the most out of them. Please give examples of a good leader/leadership and a bad leader/leadership. How do you motivate employees? How do you work with strong individuals to create a functioning team?
7. What is your experience with unions and how is the relationship with management? Please describe what you consider the best relationship between union and management?
8. Describe how you integrated call department members with full-time members. What were the challenges and how did you handle them and what was the outcome? Do you have any ideas to increase interest in becoming call members for the Groton Fire Department?
9. Describe a decision you made that was not popular and how you implemented it.

Candidate Name: _____

10. What is your process for developing and maintaining your budget during the course of the year?
11. Do you prepare a 5-year strategic plan for the department? Describe your approach.
12. Describe the relationship and level of interaction you would want to have with the Police Chief and Police Department. How would you address any issues that arise between the Fire and Police Departments? Have you had experience with resolving conflicts with other town departments?
13. How do you ensure that your employees respond appropriately to health and mental health emergencies as well as fires?
14. What is your approach to taking over from a Chief who was been well-regarded by the community and the department.
15. Why should we select you over the other candidates?
16. Do you have any questions for us?

05/02/2024

Melisa Doig
Human Resources Director
Town of Groton
173 Main St
Groton, MA 01450

Dear Ms. Doig,

I am writing to express my interest in the open position of Fire Chief for the Town of Groton, MA. I received notification of the open position through a digital media source. I am very interested in this position, and I am excited at the opportunity to work in and for the Town of Groton.

Presently, I am the Deputy Fire Chief in Oxford, MA where I have held this position for the last five plus years. I have been a career Firefighter/Paramedic in Oxford since 2007. I have been lucky to rise through the ranks to my current position as Deputy Chief. I have held the ranks and titles of acting lieutenant, lieutenant, captain, and training officer. I held the position of captain/training officer for five years before being promoted to Deputy Chief. My daily responsibilities as a captain included overseeing department operations and training, anything MFIRS, basic inspections, and fire investigations. I served as our union vice president for one year, followed by union president for the following seven years. I have been a paramedic since 2006 and have worked in private EMS, fire-based EMS, and in an Urban based EMS system. During my tenure in EMS, I have also held the position of shift supervisor (lieutenant) for a little over four years. This experience coupled with my diverse EMS background has proven to be a tremendous asset in my professional progression. Over the last five years, I have been extremely fortunate to have been able to command many of the major incidents in Oxford. Additionally, my current administrative duties include, scheduling, finance/administration, grant applications/management, vehicle maintenance, and filling in whenever needed from 3rd EMS calls to the occasional shift backfill.

My certifications include Firefighter I/II, Fire Officer I, II, III, IV, and Fire Instructor I and II. I am presently a Credentialed Fire Prevention Officer 1. I have completed the Basic and Advanced Arson Investigation courses and I have several years of fire investigation experience. I have been a Credentialed Chief Fire Officer for a little over 5 years. My scholastic accomplishments include dual associate degrees in Fire Science and Paramedic Technology. I hold a BSBA with a focus in Management from Becker College. I also completed a certificate program/minor in Human Resource Management at Becker. I completed my MBA from Anna Maria College in 2019. I'm presently a little more than halfway through the MPA program with a focus in emergency management at Clemson University.

I believe my journey to this point in my career has given me an excellent array of qualities, trainings, education, and real-life experiences that would allow me to be an outstanding addition within the senior leadership team of the Town of Groton. These qualities will also be invaluable for me to lead the Groton Fire Department into the future. Please find enclosed my resume. Please contact me via telephone at . Thank you in advance for your time and consideration for this position.

Respectfully,

Jon Belanger

Jon T. Belanger

Objective:

To obtain a professional and challenging position as the Fire Chief for the Town of Groton.

Profile:

- ❖ Outgoing and professional, enjoys working with others
- ❖ Thrives in a fast paced and challenging environment
- ❖ Able to organize, assist, and work as a member of a team
- ❖ Paramedic (07/2006-present)

Experience:

December 2000-July 2017

Webster Rescue (Webster Fire Department): Webster, MA Call Firefighter

Provide all aspects firefighting and heavy rescue company activities. The call volume averages 500 responses per year within the town of Webster and the surrounding communities on a paid-call basis.

- Attended multiple MFA classes and trainings (2001-present)
- Merger of Webster Fire and Rescue (7/2012)

July 2004-Oct 2014

Webster EMS: Webster, MA EMT-P / Supervisor

Provides 911 coverage to a town of nearly 18,000 people, Averaging over 4,000 emergency calls, and 2,500 emergencies Interfacility transfers per year.

- EMT-B (2004-2006)
- EMT-P (07/2006)
- Shift Supervisor from 2005-2007, 01/2013-10/2014
- Coordinated vehicle maintenance and state OEMS compliance, working within an operating budget.
- Completed Successful AFG application (2011)

December 2007-Present

Town of Oxford: Oxford Fire-EMS Deputy Fire Chief/Paramedic

Provide fire, EMS, and ALS intercepts for the town and the surrounding communities. Averaging nearly 3,000 emergency calls per year.

- Coordinate breast cancer awareness t-shirt program
- Union Vice President and President (2009-2017)
- Promotion to Lieutenant (09/2011)

- Regional Technical Rescue Team Leader (2011-2016)
- Promotion to Captain (9/2012)
- Training Officer (10/2012-2017)
- Completed Successful AFG application for \$104,000 (2013)
- Managed refurbishment project of 1989 Engine (2014)
- Promotion to Deputy Fire (09/2017-Present)
- Promotion to Acting Chief (08/2018-11/2019)

September 2015-Present

Umass Memorial EMS (Worcester EMS)

Paramedic

Provide 911 emergency medical services coverage to the city of Worcester, averaging 50,000 requests for service per year.

- Rapid Sequence Induction training (2015-present)
- Member in good standing

Education:

Bartlett High School: Graduation: June 1999.

Quinsigamond Community College; Paramedic Certificate: May 2006

Quinsigamond Community College; Fire Science (AS): December 2013

Quinsigamond Community College; Paramedic Technology (AS): May 2014

Becker College; Bachelor of Science Business Admin (BSBA): May 2017

Becker College; Minor in Human Resource Management: May 2017

Anna Maria College; Master of Business Administration (MBA): May 2019

Clemson University; Master of Public Administration (MPA): EDC May 2025

Awards & Activities:

MFA Fire Fighter 1-2 certified

Dive Rescue 1 Rescue Diver

MFA Hazmat FRO

NAUI (open water diver)

CPR/AED (AHA)

PHTLS (NAEMT)

NBFSPQ Fire Fighter 1, 2 certification # 208414

ACLS (AHA)

VFIS EVO Instructor

MFA Instructor 1&2/ Pro Board-Certified

MFA ICS Structural Collapse

MFA Rope Rescue Technician

MFA Officer 1&2/ Pro Board-Certified

MFA Trench Rescue Tech

MFA C&C Gas Emergencies

MFA Officer III, Pro Board-Certified

MA Fire Services Commission Credentialed Chief Fire Officer

CT Fire Academy, Fire Officer IV Pro Board-Certified

EMT Paramedic (MA) #865255

Extrication Technician (Lukas)

MFA Hazmat FRO (instructor)

BLS Instructor (AHA)

VFIS Driver/Operator

MFA confined space

NSC advanced driver training

MFA Chief Fire Officer Program

NIMS 200,700,800,701,702,300, 400

PALS (AHA)

MFA Incident Safety Off

MFA Strategy/Tactics

Ethanol First Resp.

MFA RIT

MFA FPO1 Cred.

USCG Boating safety

April 23, 2024

Melisa Doig
Human Resources Director
Town of Groton
173 Main Street
Groton, MA 01450

Dear Mrs. Doig;

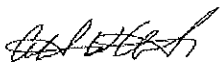
I am submitting this cover letter in reference to the position of Fire Chief for the Town of Groton. The position of a Fire Chief is one that requires leadership skills that span beyond strategies and tactics on the fire ground or incident scenes. One needs to have the ability to communicate efficiently, have the ability to bridge all facets of the emergency management system within the town, and what I strongly believe to be the most important skill, the ability to listen and create an atmosphere that promotes, develops, and prepares firefighters and current fire officers to be effective leaders through competent stewardship of both current and future challenges as they relate to the fire service. These are skills that I possess, value and hold true and that can be valuable to the community of Groton.

I have served in several different roles throughout my career in the fire service including my current position as the Deputy Fire Chief for the Town of Groton. Throughout this role I was charged with planning and organizing day-to-day operations, training, and overseeing residential and commercial inspections ensuring compliance with state regulations. I served as a conduit between call, per-diem, and career personnel. I took on the challenge of developing a comprehensive training program that focused on elevating our foundational skills as well as exposing members to new proficiencies necessary to respond to and mitigate new threats brought about by innovation and new technologies. I have been consistently successful in obtaining numerous grant awards that have funded various categories of new fire and EMS equipment. Also, as Deputy Chief, I have been involved in collaborative work with other town departments to meet community specific goals. These opportunities have provided me with the experience necessary to be a leader within the town as well as providing me with a diverse foundation of knowledge and perspective to lead an effective and efficient organization.

Allowing for personal growth and development of our current and future fire service leaders needs to be a priority for the Fire Chief. Professional development plans can provide fire department personnel with a sense of fulfillment and progression. Serving those who serve others and inspiring personnel to have pride and take ownership of their department. Strong leaders who realize the importance of training and developing their replacements while continuing to improve upon their own skills has the potential to create a seamless succession of leadership all while maintaining the progress of the department and community goals.

Accompanying this letter, you will find my resume outlining my experience and education. If awarded the opportunity, I am confident that my contributions will be valuable to the Town of Groton. I look forward to the opportunity to discuss my candidacy and qualifications with you. I can be reached at
Thank you for your time and consideration.

Sincerely,



Arthur Cheeks

Art Cheeks

Deputy Fire Chief
Groton Fire Department

Employment Experience

Groton Fire Department / Full-Time Deputy Fire Chief

45 Farmers Row
Groton MA, 01450

2019 - Present

- Manages, directs, supervises and coordinates activities and operations of the department to include fire suppression, fire prevention, code enforcement, EMS and related services and activities under the general direction of the Fire Chief.
- Assists in the development of tactics and strategies to protect life and property.
- Responds to emergency and non-emergency incidents; utilize the incident command system to direct operations and communications in fire or other emergency situations.
- Provides oversight for all training functions including state and nationally mandated training. Ensures that such programs are documented as recommended by NFPA and ISO.
- Provide general oversight to department equipment and apparatus.
- Provides orientation for new employees, call and full time.
- Promotes positive working relationships between on-call and career staff.
- Encourages, promotes and assists in professional development of those supervised.
- Identify and correct any performance related issues through individual or group training needs.
- Maintains level of interaction with dispatch to develop guidelines and quality assurance.
- Acts as the department representative to the general public in the absence of the chief or in instances not warranting the Chief's presence. Represents the department at local, regional and other meetings at the discretion of the Chief.
- Provides general oversight for the Department SAFE program.
- Assist with the evaluation of departmental procedures, organization and staffing; review and prepare studies, recommend and implement changes in operations.
- Coordinates and Collaborates with other town departments and Mutual Aid partners for special events, Town Services, Emergency Preparedness, & incident response and stabilization
- Assumes overall responsibility of the department in the absence of the Fire Chief.

Promoted to the rank of Call Lieutenant 2015 - 2019

- Responsible for responding to EMS and Fire incidents
- Oversee on-call fire personnel
- Assist in the coordination of training activities with career members and call/volunteer members

Call/Volunteer Firefighter/EMT 2007 - 2011

Groton School / Director of Sports Medicine 2003 - 2019

282 Farmers Row
Groton, MA 01450

- Prevention and Care of Injured high school Athletes
- Coordinated Orthopedic evaluation and treatment
- Therapeutic modalities and exercise prescription
- Concussion management for all students and athletes
- Served as liaison between the school and the Groton Fire Department regarding all safety related issues.

Pomfret School / 1997 - 2003

Director of Sports Medicine
& Asst. Athletic Director

- Prevention and Care of Injured high school Athletes
- Coordinated Orthopedic evaluation and treatment
- Therapeutic modalities and exercise prescription
- Concussion management for all students and athletes
- Coordinate athletic event game schedules

Education

Massachusetts Firefighting Academy

Non-Criminal Ticketing	Mar. 2024
Sr. Fire Officer Forums (<i>Managing Risk Call/Vol</i>)	Mar. 2023
Sr. Fire Officer Forums (<i>Managing the Mayday</i>)	Sept. 2023
Chief Fire Officer (<i>MA Fire Academy</i>)	Jan. 2022
Basic Fire Investigation	May 2022
Fire Prevention Officer (<i>Cred. Lvl. 1</i>)	Nov. 2021
Fire Officer I (<i>Pro. Board</i>) & II	Dec. '20 / May '21
Fire Instructor I (<i>Pro Board</i>)	Spring 2020
C.O. Fundamentals of Fire Behavior and Flow Paths	Jan. 2020
Company Officers Strategies And Tactics	Feb. 2018
Fire Behavior	Dec. 2017
Call/Vol. Academy Firefighter I/II	May 2008

FEMA <i>(National Emergency Training Center; US Fire Admin.; Emergency Mgmt, Institute)</i>	
Fire & Emergency Serv. Training Management Program	
<i>(National Fire Academy)</i>	Feb. 2023
ICS 100, 200, 240, 300,	
400, 700, & 800	Fall '07 - '20
NWCG	
S-290	Mar. 2024
S-130; S-190; L-180	Apr. 2021
EMS TRAINING INC., Lowell MA,	
EMT-B Certification,	April 2010
Springfield College	
Alden Street; Springfield MA	
B.S. in Athletic Training/Sports Medicine	May 1997

Current Professional Memberships

IAAI	2024
FCAM	2019 - Present
IAFC	2019 - Present

PROPOSED LINE ITEM TRANSFERS FOR YEAR END 2024

FUNDING NEEDED (Line Items in Deficit)		Original Amount	Adj. & New	Current Amount	
Ledger Number	Account	6/24/2024	7/15/2024	7/1/2024	Notes
5115	152 Human Resources	\$750		\$750	Longevity not budgeted
5120	154 IT Wages	\$100		\$100	
5402	156 Central Purchasing	\$800		\$800	Refrigerator for TH Break Room
5120	161 Town Clerk Wages	\$3,000		\$3,000	
5115	210 Police Salaries	\$5,000		\$5,000	Police Chief Holiday Pay
5115	220 Fire Salaries	\$28,200		\$28,200	Vaca Payout/Stipend
5120	220 Fire Wages	\$56,702		\$56,702	Recruit Class/Instructors
5400	220 Fire General Expenses	\$2,000		\$2,000	Gear/Books/Materials/Physicals
5115	241 Building Insp Salaries	\$155		\$155	
5120	241 Building Insp Wages	\$800		\$800	
5400	241 Building Insp General Expenses	\$5,000		\$5,000	
5400	242 Mechanical Inspectors Gen Expenses	\$965		\$965	
5130	423 Snow & Ice	\$11,841		\$11,841	Salt/Sand Winter Storms
5115	541 COA Salaries	\$4,355		\$4,355	
5120	542 VAN Wages	\$1,000		\$1,000	
5120	610 Library Wages	\$3,000		\$3,000	FMLA Custodian Coverage
5400	640 Country Club General Expenses	\$25,000		\$25,000	Pool Deck/Pickleball Lessons
6000-5115	Center Sewer Enterprise Salaries	\$750		\$750	
6000-5120	Center Sewer Enterprise Wages	\$4,871		\$4,871	
6040-5115	4 Corners Salaries	\$237		\$237	
6040-5120	4 Corners Wages	\$541		\$541	
6100-5115	Water Enterprise Salaries	\$5,411		\$5,411	Year End Stipends
6100-5115	Water Enterprise Wages	\$8,000		\$8,000	Year End Stipends
6300-5120	250 Cable Wages	\$360		\$360	
	TOTAL	\$168,839		\$168,839	
FUNDING FROM (Line Items with Surplus)					
5120	124 Town Manager Wages	\$5,000		\$5,000	
5400	141 Assessors General Expenses	\$8,000		\$8,000	
5400	154 IT General Expenses	\$81		\$81	
5120	162 Election Wages	\$3,000		\$3,000	
5120	192 Municipal Buildings Wages	\$11,841		\$11,841	
5451	193 Insurance Deductible Reserve	\$11,675		\$11,675	
5120	210 Police Wages	\$5,000		\$5,000	
5120	235 Dispatch Wages	\$34,819		\$34,819	
5400	242 Mech Inspector's General Expense	\$1,000		\$1,000	
5120	420 Highway Wages	\$10,000		\$10,000	
5400	541 COA General Expenses	\$4,355		\$4,355	
5115	610 Library Salaries	\$3,000		\$3,000	
5925	752 Interest on ST Notes (Ambulance)	\$17,000		\$17,000	
5400	913 Unemployment Benefits	\$5,000		\$5,000	
5400	914 Employee Health Insurance	\$28,897		\$28,897	
6000-5400	Center Sewer General Expenses	\$5,621		\$5,621	
6040-5400	4 Corners General Expenses	\$778		\$778	
6100-5400	Water Enterprise Expenses	\$13,411		\$13,411	
6300-5400	250 Cable General Expenses	\$360		\$360	
	TOTAL	\$168,838	\$0	\$168,838	
	Net Transfer			\$0	

**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF GROTON
AND
MICHAEL F. LUTH CHIEF OF POLICE**

This Agreement made this 25th day of June, 2024, by and between the Town of Groton, a municipal corporation in Middlesex County, Massachusetts, acting by its Select Board and Town Manager, hereinafter referred to as "the Board" or "the Town" and Michael F. Luth hereinafter referred to as "the Employee" or "the Police Chief."

WHEREAS, the Board and the Police Chief desire to have an Employment Agreement, per Chapter 41, Section 108O of the General Laws, in order to specifically express their responsibilities and mutual obligations as they relate to the position of Police Chief;

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

The Town hereby offers to employ Michael F. Luth as Police Chief of said Town and the Police Chief accepts said offer. The Police Chief shall perform the duties as may be specified in Massachusetts General Laws Chapter 41, Section 97A, the Town Bylaws, the Job Description and such other duties as the Board shall from time to time legally assign to him.

SECTION I. TERM

- A. This Agreement shall become effective July 1, 2024 and shall be in full force and effect until June 30, 2025.

SECTION II. RENEWAL

This Agreement may be renewed for three-year periods without limitation subject to the terms and conditions described below:

- A. EMPLOYEE NOTICE: In the event the Police Chief voluntarily terminates his position with the Town before the expiration of the term of this Agreement or intends not to renew this Agreement for an additional three-year period, the Police Chief shall give the Select Board three (3) month's written notice in advance, unless the parties agree in writing otherwise. A copy of the resignation shall be filed with the Town Clerk.
- B. TOWN NOTICE: The Select Board shall vote on or before January 1, 2025 at a Regular Meeting whether or not it intends to renew this Agreement for an additional term and shall give the Employee written notice of its decision on or before February 1, 2025. If such notice is not given, the Agreement shall be automatically renewed for a one-year period.

SECTION III.

TERMINATION

This Agreement may be terminated for just cause by the Town upon a 4/5's majority vote of the Board subject to the terms below. Cause is defined as (1) any illegal act relating to employment, (2) insubordination, (3) substantial, consistent or significant failure to perform the duties of the Police Chief, or (4) inability, without reason or cause, to meet mutually agreed upon goals and objectives. The procedure for dismissal for cause is as follows:

1. The Board must provide the Employee with written notice of its desire to terminate the employment for just cause and said notice shall specify the reasons therefore and shall be placed in the Employee's Personnel Folder. During the next 45 days the Board and the Employee shall attempt to resolve the matters, and if resolved, a written statement of the resolution shall be placed in the Employee's Personnel Folder. During this time the Employee may be placed on a paid leave status at the Board's discretion. If the matters are not resolved, the Employee and the Board shall proceed in accordance with subsection (2) below:
2. The Board shall specify in writing those matters which were not resolved in subsection (1) above, and they shall be placed in the Employee's Personnel Folder. The Employee shall have the right to a hearing before the Board, held pursuant to the Open Meeting Law, and such hearing shall be scheduled by the Board within fifteen (15) business days of the date materials are placed in the Employee's Personnel Folder under this subsection and only after the Employee is provided proper notice. Said hearing shall be held in compliance with the provisions of Chapter 30A, Section 21(a)(1) of the Massachusetts General Laws (the Open Meeting Law), after which the Board shall vote within ten (10) business days on whether to dismiss the Employee for just cause. A vote to dismiss the Employee with cause shall require a 4/5's majority vote. The term "proper notice" as it appears herein means that written notice of the hearing must be given to the Employee at least fifteen (15) business days prior to the date of the hearing and must set forth the following: the date, time, and location of the hearing; (ii) the reason for the hearing; (iii) and the charges alleged. The Employee shall have option of choosing whether or not the hearing shall be closed or open to the public. The Employee shall have the right to be represented by counsel of the Employee's choosing at the hearing and shall be entitled to submit evidence, question and cross-examine witnesses, make opening and closing statements.
3. The minutes, results and reasons therefore of the hearing, including the Board's vote shall be placed in the Employee's Personnel Folder. If the decision to terminate the Employee is made and/or upheld, his employment shall be terminated immediately.
4. In the event of the termination of the Employee by the Select Board, the Employee may appeal this decision to: (i) the district court wherein the Employee resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Employee if he alleges that he has been improperly terminated.

SECTION IV. INDEMNIFICATION

- A. The Town shall defend, save harmless and indemnify the Police Chief against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Police Chief, even if said claim has been made following his termination from employment, provided that the Police Chief acted within the scope of his duties to the extent allowed under Massachusetts General Laws, Chapter 258. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise or settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Police Chief.
- B. The Town shall reimburse the Police Chief for any attorney's fees and costs incurred by the Police Chief in connection with such claims or suits involving the Police Chief in his professional capacity. This would not include any potential disciplinary hearing or disciplinary action by the Board of Selectman.
- C. This section shall survive the termination of this agreement.

SECTION V. INJURED ON DUTY

As a sworn police officer, the Police Chief shall be entitled to injured on duty benefits equal to the extent provided in Chapter 41, Section 111F of the Massachusetts General Laws.

SECTION VI. SALARY

The compensation for the Police Chief in FY 2025 (effective July 1, 2024) shall be \$158,000

The Police Chief shall not be eligible for Quinn Bill benefits. The Police Chief is as an Exempt Employee for purposes of the Federal Fair Labor Standards Act ("FLSA").

SECTION VII. BENEFITS

- A. **VACATION:** The Police Chief shall receive five (5) weeks' vacation and can accrue a maximum of eight (8) weeks or 40 days' vacation time. Vacation 'buyback' upon separation from town employment shall be capped at 360 hours. The Police Chief shall be allowed to buy back one week of vacation in each of the three years of the contract.
- B. **HOLIDAYS:** The Police Chief shall be entitled to holidays according to Massachusetts General Law Chapter 147, Section 17F. "On duty" is at the discretion of the Police Chief.
- C. **PERSONAL TIME:** The Police Chief shall be entitled to personal time, not to exceed four (4) days in accordance with the Town's Personnel Bylaw to be used at his discretion. Personal days will be prorated in the first year from the date of this Agreement to the subsequent June 30th.

- D. SICK LEAVE: The Police Chief shall be entitled to sick leave according to the Personnel Bylaw.
- E. CLOTHING ALLOWANCE: Subject to prior budget approval and appropriation, the Police Chief shall be reimbursed, upon receipt submittal \$1,500 for uniform purchase and maintenance per year thereafter. Subject to prior budget approval, the Police Chief shall be granted a clothing allowance of \$20.00 per week for the purposes of cleaning and maintaining their uniforms.
- F. HEALTH INSURANCE: The Police Chief is eligible for health insurance benefits as provided by the Town. Employee contribution to such health insurance shall be 30% of premium cost or equal to any change for bylaw employees.

SECTION VIII. EXPENSES AND PROFESSIONAL DEVELOPMENT

Subject to prior budget approval and appropriation, the Board agrees to pay for the professional development activities of the Police Chief provided that the activities may be reasonably expected to be of benefit to the Town of Groton, are pre-approved by the Selectmen or designee upon submission of vouchers to the Town Accountant. Such activities shall include:

- A. Travel and meals for professional and office travel, meetings, conferences, both in State and out-of-state, with out-of-state travel subject to the written approval of the Board.
- B. Professional dues and subscriptions for continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the Town, including but not limited to the New England Police Chiefs Association, Massachusetts Police Chiefs Association and the International Association of Chiefs of Police.

SECTION IX. AUTOMOBILE

The Board agrees that the Town of Groton shall provide an unmarked, police-equipped vehicle and related communications equipment for use by the Police Chief and all attendant operating and maintenance expenses and insurance. The vehicle shall be operated solely by the Police Chief or another Town Employee, as designated by the Police Chief. The Police Chief may use this vehicle for personal use since the Police Chief is "on call" in an event of an emergency, provided however the Police Chief will not have use of the town vehicle during any vacation, and when not on call and unavailable. There is no limitation on use for official Police business.

SECTION X. RESIDENCY

The Police Chief shall comply with Massachusetts General Laws Chapter 41, Section 99A, which allows the Police Chief to live within fifteen miles of the limits of Groton.

SECTION XI. OTHER TERMS AND CONDITIONS

It is recognized that the Chief of Police must devote a great deal of time outside the normal 40-hour work week to conduct the business of the Town and to that end, the Chief shall be allowed to take time off as he shall deem appropriate, during normal office hours at such time which the Chief reasonably determines will not adversely impact Department Operations. The Police Chief agrees that an administrative level officer or qualified supervisor will be available on call and able to respond to an emergency at all times. The Chief acknowledges that he is an exempt employee for purposes of the Fair Labor Standards Act.

Every year the Police Chief and the Town Manager will work together to establish goals and objectives for the Chief and his department. There will be annual evaluations conducted by the Town Manager on the Police Chief's Performance.

As the Select Board is the appointing authority for the Police Chief, the Police Chief takes policy direction from the Board. While on duty, the Police Chief shall report daily to the Town Manager.

SECTION XII. ENTIRE AGREEMENT AND SEVERABILITY

This instrument contains the entire Agreement between the Town and the Police Chief. The Agreement may be amended from time to time as mutually agreed upon by both parties in writing.

This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts.

If anyone (1) or more of the provisions of the Agreement shall be ruled to be invalid for any reason by a Court of Law in any jurisdiction, such ruling shall not affect the validity of the remaining provisions of this Agreement.

WHEREFORE, the parties have caused this instrument to be signed and executed on the day first above written.

By:

By: Groton Select Board

Michael F. Luth

Alison S. Manugian, Chairman

Rebecca H. Pine, Vice Chairman

Peter S. Cunningham, Clerk

John F. Reilly, Member

Matthew F. Pisani, Member

Mark W. Haddad, Town Manager

**EMPLOYMENT AGREEMENT BETWEEN
TOWN OF GROTON
AND
TOWN TREASURER/TAX COLLECTOR**

This agreement is made this 25th day of June, by and between the Town of Groton, a municipal corporation in Middlesex County, Massachusetts, acting by its Select Board and Town Manager, hereinafter referred to as "the Board", "the Manager" or "the Town" and Hannah J. Moller of Ayer, Worcester County, Massachusetts, herein after referred to as "the Employee" or "Town Treasurer/Tax Collector".

WHEREAS, the Town and the Employee desire to have an Employment Agreement in order to specifically express their responsibilities and mutual obligations as they relate to the position Town Treasurer/Tax Collector;

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

I. AGREEMENT PERIOD

- A. TERM: The Town agrees to employ the Employee as the Town Treasurer/Tax Collector from July 1, 2024 through June 30, 2027.

II. TERMINATION AND SEVERANCE PAY

- A. The Town Manager may terminate the Town Treasurer/Tax Collector for just cause during the term of this agreement.
- B. In the event the Town Treasurer/Tax Collector is terminated, but not for just cause, by the Town prior to the expiration of the term of this agreement, the Town agrees that it shall pay the Town Treasurer/Tax Collector a lump sum cash payment equal to two (2) weeks pay for each year or partial year of service to the Town, not to exceed three (3) months total severance pay, which amount shall be paid to the Town Treasurer/Tax Collector on or before the effective date of termination of her employment; provided however that in the event the Town Treasurer/Tax Collector is terminated for just cause, the Town shall have no obligation to pay the aggregate severance sum provided in this contract.
- C. In the event the Town Treasurer/Tax Collector voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the Town Treasurer/Tax Collector shall give the Town one (1) month written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. There will be no severance pay should the Town Treasurer/Tax Collector voluntarily terminate her position.

III. DUTIES AND RESPONSIBILITIES

- A. **DUTIES:** The Town hereby agrees to employ the Employee as Town Treasurer/Tax Collector, and the Employee agrees to serve the Town faithfully, diligently, and to the best of her ability, devoting full time attention thereto, and to perform all duties as described in the Town Treasurer/Tax Collector Job Description specifically incorporated by reference as Appendix A.
- B. **OTHER EMPLOYMENT:** The Town Treasurer/Tax Collector position is a full-time job. Other employment must be approved in writing by the Town Manager. If the Employee accepts employment without prior written approval, this employment agreement may be terminated immediately by the Town.
- C. **EXEMPT ACTIVITIES:** The above shall not be construed, however, to prevent the Employee from engaging in additional professional activities related to the position of Town Treasurer/Tax Collector such as participation in professional societies and Board memberships provided that such participation does not interfere with the Employee's responsibilities as a Town Treasurer/Tax Collector, as defined by the Town Manager.

IV. COMPENSATION

Annual compensation shall be as follows:

- July 1, 2024 through June 30, 2025 - \$98,110.
- July 1, 2025: Increase to base salary of not less than 2%. Employee will be eligible for an additional one-time Performance Incentive payment of up to 2½% (said payment shall be paid on the second pay period of July and not added to the base pay).
- July 1, 2026: Increase to base salary of not less than 2.0%. Employee will be eligible for an additional one-time Performance Incentive payment of up to 2½% (said payment shall be paid on the second pay period of July and not added to the base pay).

V. BENEFITS

- A. **VACATION.** Vacation benefit shall be as follows:

Five (5) weeks, accrued on a monthly basis, with a maximum carryover of 45 days.

Employee shall be allowed to buy back one (1) week of vacation by January 1st of each year of the Agreement.

- B. **SICK LEAVE.** Sick leave shall be accrued at eight (8) hours per month.

- C. **HOLIDAY BENEFIT:** The Employee shall be entitled to twelve (12) Holidays, as listed below. All holidays shall be taken on the calendar day designated by the Town as the official day of the Holiday, unless otherwise authorized in advance by the Town Manager.

New Year's Day	Labor Day
Martin Luther King Day	Indigenous People's Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Juneteenth Holiday

- D. **HEALTH, LIFE & DISABILITY:** The Employee shall have access to the Town's group health, life, and disability insurance plans and shall contribute toward the premium for such insurance coverage as follows:

Health Insurance	30%
Basic Life Insurance	50%
Disability Coverage	100%

- E. The Employee, when not enrolled on the Town's Health Insurance Program, shall receive an "Opt Out" benefit equal \$225.00.
- F. The Employee shall be entitled to five (6) personal days per year.
- G. The Town agrees to pay annually the following amounts of money to the employee for her years of service, as follows: Beginning the 11th - 17th - \$750; Beginning the 18th - 20th - \$1000; Beginning the 21st - 24th - \$1450; Beginning the 25th plus - \$1750
- H. During the term of this employment agreement should any recognized Town of Groton Bargaining unit reach a signed agreement that results in additional benefit(s) provided to other members of the Town's Supervisory Employees, the Town and Library Employees or the Town Bylaw employees, the Town agrees to adjust the benefit provided to the Employee to be equivalent.

VI. EXPENSES AND PROFESSIONAL DEVELOPMENT

- A. **TOWN TREASURER/TAX COLLECTOR EXPENSES:** Subject to prior budget approval and appropriation, the Town agrees to pay all appropriate expenses incurred by the Employee in the performance of her duties as Town Treasurer/Tax Collector.
- B. **PROFESSIONAL DEVELOPMENT:** Subject to prior budget approval and appropriation, the Town agrees to pay for the professional development activities of the Town Treasurer/Tax Collector provided that the activities are reasonably expected to be of benefit to the Town of Groton. Such activities shall include: travel and meals for related meetings and conferences, provided that any such travel out of state or for more than two (2) days duration shall be subject to the approval of the Town Manager; professional dues; continuing education/certification; and occasional subscriptions or publications in

conjunction with the Massachusetts Municipal Treasurer and Collectors Association and the Massachusetts Financial Officers Association.

VII. INDEMNIFICATION

- A. The Town shall defend, save harmless and indemnify the Town Treasurer/Tax Collector against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring the performance of her duties as Town Treasurer/Tax Collector, even if such claim has been made following her termination from employment, provided that the Town Treasurer/Tax Collector acted within the scope of her duties. To the extent allowed under MGL Ch. 256, the Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Treasurer/Tax Collector.
- B. The Town shall reimburse the Town Treasurer/Tax Collector for any attorneys' fees and costs incurred by the Town Treasurer/Tax Collector in connection with such claims or suits involving the Town Treasurer/Tax Collector in her professional capacity; except in the event of disciplinary action or associated hearings initiated by the Board or the Manager.
- B. This section shall survive the termination of this Agreement.

IX. NO REDUCTION IN BENEFITS

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Treasurer/Tax Collector, except to the degree such a reduction is representative on average for all other employees of the Town.

X. ENTIRE AGREEMENT AND SEVERABILITY

- A. This instrument contains the entire Agreement between the Town and the Employee. The Agreement may be amended from time to time as mutually agreed upon by both parties in writing.
- B. If any one or more of the provisions of the Agreement shall be ruled to be invalid for any reason by a Court of Law in any jurisdiction, such ruling shall not affect the validity of the remaining provisions of this agreement.

WHEREFORE, the parties have caused this instrument to be signed and executed on the day first above written.

**TOWN TREASURER/TAX
COLLECTOR**

Hannah J. Moller

SELECT BOARD

Alison S. Manugian, Chair

Rebecca H. Pine, Vice Chair

Peter S. Cunningham, Clerk

John F. Reilly, Member

Matthew F. Pisani, Member

TOWN MANAGER

Mark W. Haddad

FISCAL YEAR 2025

GOALS OF THE GROTON SELECT BOARD

1. Support Boards and Committees Select Board Member Assigned:

Goal:

Provide guidance, support and/or oversight of the various Boards and Committees, including the Sustainability Commission, the Diversity, Equity and Inclusion Committee, Affordable Housing Trust and the Planning Board.

Sustainability Commission – Provide guidance with regard to identifying pathways to achieve carbon footprint reductions in both municipal and residential settings. Identify and support non-motorized vehicle alternatives for transportation.

Diversity, Equity and Inclusion Committee – Provide guidance and assistance in identifying policies and documents that have worked to suppress cultural and socioeconomic diversity. Develop a phased approach to create inclusionary practices.

Affordable Housing Trust – Continue to work with and support the Affordable Housing Trust in creating affordable housing in Groton.

Planning Board – Support the Planning Board in their proposed Master Plan update and MBTA Zoning amendments.

Measurable Benchmark:

Schedule workshops by December 31, 2024 with the Sustainability Commission, DEI Committee and Affordable Housing Trust to receive annual reports and updates from the two Boards on their various initiatives. Provide guidance and feedback to them to carry out their charges. Invite the Planning Board to Select Board Meeting prior to the Fall Town Meeting to review the proposed Master Plan prior to submission to Town Meeting. Schedule workshop with Planning Board to review proposed MBTA Zoning amendment.

2. PILOTs

Select Board Member Assigned:

Goal:

Work with various non-profits to codify PILOT Agreements that support the strong relationships in place.

Summer 2024 -

- Identify Groton Non-Profit Entities & Determine which Non-Profits to Review
- Research other Municipal/Non-Profit Agreements
- Capture Understanding of Current Agreements
- Identify contributions of non-profit partners
- Identify municipal costs in support of non-profit partners

Fall 2024 -

- Provide Public Update on above information
- Discuss Groton financial outlook and PILOT contributions with non-profit partners

Winter 2024 -

- Finalize Agreements and Codify in Writing

FY 2026 -

- Implement new agreements

Measurable Benchmark:

Implement Schedule as outlined above.

3. FY 2026 Budget Development/Implementation

Select Board Member Assigned:

Goal:

Work with Town Manager/Town Administrator Working Group, Department Heads and Peer Boards to develop a Fiscal Year 2026 Budget that meets the needs of the Town and Groton Dunstable Regional School District. Consider Financial alternatives to those in the current Groton Dunstable Regional School District Agreement to consider amendments that would address current inequities. Work with our State Delegation to find ways to increase state support.

Measurable Benchmark:

Present a Balance Budget to the 2025 Spring Town Meeting to Fund the Town's and Districts Operations.

4. Provide Tax Relief for Seniors
Select Board Member Assigned:

Goal: Work with Assessors to ensure every option to assist Seniors struggling to meet the growing property tax burden. Leverage relationships with our State Delegation to ensure passage of legislation for this purpose.

Measurable Benchmark: Schedule workshop with our State Delegation prior to the start of the next Legislative Session to discuss various bills before the Legislature providing tax relief to Seniors.

5. Charter Review
Select Board Member Assigned:

Goal: Update Charter to allow for changes in the way the positions of Police Chief, Fire Chief and Town Clerk are selected/filled. Institute 10 year Charter Review by calling for the establishment of the Charter Review Committee.

Measurable Benchmark: Establish Charter Review Committee by September 1, 2024. Work with Committee to ensure Charter changes are submitted to either the 2025 Spring or 2025 Fall Town Meetings.



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

Dawn E. Dunbar, Town Clerk
Phone: 978-448-1100
FAX: 978-448-1115
ddunbar@grotonma.gov

TO: *Town Manager, Mark Haddad and Members of the Select Board*
FROM: *Dawn Dunbar, Town Clerk*
DATE: *June 17, 2024*
RE: *2024 Board of Registrars Appointment*

As you are aware, each year the term of one member of the Board of Registrars expires. In 2024, the term of Gregory Baran (R) is due to expire on June 30th. Please accept this letter as a request to appoint a member to the Board of Registrars for a three (3) year term to expire June 30, 2027.

Under Mass General Law Chapter 51 Section 15, *"the selectmen (select board) or the appointing authority shall so appoint their successors that as nearly as possible the members of the board shall represent the two leading political parties"*. The current makeup of the Board of Registrars is: One (1) Republican member, Two (2) Democratic members, and One (1) Unenrolled (Dawn Dunbar). Please note that only the Town Clerk may be an "Unenrolled" member.

The current composition of the Board of Registrars, including term end dates is as follows:

- | | |
|----------------------------|---------------------------|
| • Gregory Baran (R) | Term expiring 2024 |
| • Marvin Caldwell (D) | Term to expire in 2025 |
| • Jane Fry (D) | Term to expire in 2026 |
| • Dawn Dunbar (U) | as Town Clerk (MGL 51:15) |

I have provided you on page 2 of this memo a history of the Registrars makeup as well as the past and current voter demographics for Groton.

The Groton Democratic and Republican Town Committees have both submitted nominations, for consideration by the Select Board for appointment to the Registrar position expiring in 2024.

- The Democratic Town Committee has nominated:
 - Carolyn Perkins of 297 Reedy Meadow Road
- The Republican Town Committee has nominated:
 - Dr. Gregory Baran of 716 Lowell Road

I look forward to discussing this with you further at an upcoming Select Board meeting and thank you in advance for your consideration of this request.



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

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

History of Board of Registrars Membership by Party

	<u>Democratic Members</u>	<u>Republican Members</u>
2013 to 2024	2	1
2001 to 2012	1	2

Historical Groton Voter Demographics

	<u>May 2024</u>	<u>April 2023</u>	<u>April 2022</u>	<u>June 2021</u>	<u>August 2020</u>
Unenrolled	6,157 (68.4%)	5,857 (67%)	5,714 (66.2%)	5,572 (65.2%)	5,493 (64%)
Democratic	1,814 (20.2%)	1,836 (21%)	1,845 (21.3%)	1,877 (21.9%)	1,885 (22%)
Republican	964 (10.7%)	972 (11%)	1,003 (11.6%)	1,030 (12%)	1,118 (13%)
Other	66 (<1%)	62 (<1%)	67 (<1%)	66 (<1%)	65 (~1%)

**SELECT BOARD MEETING MINUTES
MONDAY, JUNE 10, 2024
UN-APPROVED**

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

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Tom Orcutt, Groton Water Superintendent; Rob Maloney, Groton Water Technician; Jim Gmeiner and Greg Fishbone, Groton Water Commissioners; Takashi Tada, Land Use Director/Town Planner; Phil Francisco, Charlotte Weigel, and Ken Horton, Sustainability Commission members; Ashley Doucette; Melisa Doig, Human Resource Director; Megan Foster, Principal Assessor; Hannah Moller, Treasurer/Tax Collector; Jon Patterson, Groton Electric Light Department (GELD) Manager; Eric Fisher, GELD Commissioner; Ashley Doucette, Groton Cable Director; Ginger Volmar, Groton Resident.

Ms. Manugian called the meeting to order at 6:00 PM.

ANNOUNCEMENTS

Mr. Takashi Tada announced that a Walking Tour of the Town Center would take place as part of the Walkability Study on Saturday, June 15th, at 8:00 a.m. In addition, on Thursday, June 20th, the Planning Board will hold the final Community Forum for the Master Plan at the Senior Center.

Mr. Cunningham said that he had the pleasure of attending Troop 3's 100th Anniversary Party. He was amazed by the number of scouts who have joined that troop over the years. Also, the Riverfest Festival, organized by Groton's Greenway Committee, took place on Sunday, June 9th, at 11:00 a.m. He said it was a great success, and everyone had a great time.

Mr. Haddad issued a press release regarding public trash receptacles downtown. He explained that during the May 6th Select Board meeting, a resident mentioned the lack of trash receptacles in the downtown area. Since the meeting, a resident came to Town Hall with their dog and disposed of dog waste there. Signs have now been placed on the doors, and surveillance will continue to ensure compliance. Mr. Reilly stated that responsible dog owners take their dog feces home to dispose of it. Ms. Pine thanked responsible pet owners for doing the right thing and explained that placing public trash cans on Main Street would incur a cost to the taxpayers.

PUBLIC COMMENT PERIOD #1

Mr. Francisco wanted to thank Ms. Pine for leading the charge of renaming the Middle School South Building as the Marion Stoddart Building.

TOWN MANAGER'S REPORT

1. Discussion/Meeting- Rob Maloney- Water Superintendent-In-Training.

Water Superintendent Tom Orcutt, the current Water Technician Rob Maloney, and Water Commissioners Jim Gmeiner and Greg Fishbone attended the meeting. Mr. Orcutt informed Mr. Haddad of his plan to retire in December 2025. Mr. Haddad said that, similar to the DPW Director in the Training Program, the Water Commission had requested the implementation of a Water Superintendent-in-

Training Program. The Water Commission and Mr. Haddad have chosen Mr. Rob Maloney, a Groton Water Department Technician, for this role. Mr. Haddad wanted to introduce Mr. Maloney to the Board. Also, he explained that Mr. Brian Callahan, Department of Public Works (DPW) Director in Training, receives a stipend, but Mr. Maloney will receive educational support, not a stipend. Mr. Orcutt expressed his excitement about the upcoming year and a half of training and said Mr. Maloney would be taking a program at UMass Lowell. Mr. Maloney mentioned that he has been working in Groton for three years now. Mr. Pisani inquired about any upcoming major projects in the Water Department; Mr. Orcutt replied that the water extension project to bring clean potable water to the High School to address PFAS contamination was the next project in line.

Mr. Haddad asked the Board to officially confirm Mr. Maloney's participation in the Water Superintendent-in-Training Program.

Mr. Pisani made a motion to ratify the Town Manager's appointment of Mr. Rob Maloney as the Water Superintendent in Training. Ms. Pine seconded the motion. The motion carried unanimously.

2. Principal Assessor Megan Foster- Discussion on Senior Means Tested Exemption.

Principal Assessor Megan Foster attended the meeting to update the Board on various senior exemptions, including Governor Healy's proposal on the "Senior Means-Tested Exemption." Mr. Cunningham requested an update.

Ms. Foster informed the Board that the status of the Municipal Empowerment Act, filed by Governor Maura Healy, has been extended until July 31st. This local option would allow cities and towns to grant qualifying seniors an additional property tax exemption. Ms. Foster stated that if Governor Healey's bill doesn't pass, it would take approximately 18 months to enact a special law to implement. She said this program would be excellent and greatly benefit many seniors. If the act is passed, at the next Town Meeting, she will propose for this exemption to be accepted. Mr. Haddad expressed his interest in the matter, and Mr. Reilly and Mr. Cunningham voiced their full support. Ms. Pine added that people must file their state income taxes to receive these benefits.

3. Consider Ratifying the Annual Appointment and Nomination of the Town Manager.

Mr. Haddad said it was time for the Town Manager to make his annual appointments and nominations. He provided the Board with a list of proposed appointments. (See attached memo)

Ms. Pine moved to ratify the Town Manager's appointments listed on pages 1 through 5 of the annual reappointment memorandum. Mr. Pisani seconded the motion. The motion carried unanimously.

Ms. Pine moved to accept the nominations of the Town Manager and appoint those individuals listed on pages 5 through 7 of the annual reappointment memo. Mr. Cunningham seconded the motion. The motion carried unanimously.

Mr. Haddad reviewed all of the vacancies.

Mr. Haddad read into the record the additional appointments of the Town Manager on page 8 of the memo and asked the Board to ratify the appointments.

Ms. Pine moved to ratify the additional appointments of the Town Manager on page 8 of the annual reappointment memo. Mr. Cunningham seconded the motion. The vote carried unanimously.

4. Proposed Select Board Meeting Schedule through Labor Day.

Monday, June 17, 2024	Special Meeting to Approve Bonds
Monday, June 24, 2024	Establish Goals for Ensuing Year
	Start Annual Review of the Town Manager
	Interview Fire Chief Finalists
Tuesday, June 25, 2024	Fire Chief Finalists Assessment Center
Monday, July 1, 2024	Appoint Fire Chief
	Water Rate Hearing
Monday, July 8, 2024	No Meeting
Monday, July 15, 2024	In Joint Session with Finance Committee- Approve FY 2024
	Line-Item Transfers
	Call for the 2024 Fall Town Meeting
Monday, July 22, 2024	No Meeting
Monday, July 29, 2024	Regularly Scheduled Meeting
Monday, August 5, 2024	No Meeting
Monday, August 12, 2024	Regularly Scheduled Meeting
Monday, August 19, 2024	No Meeting
Monday, August 26, 2024	Regularly Schedule Meeting
Monday, September 2, 2024	No Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. Consider Approving the Renewal of Verizon Cable License.

Mr. Haddad provided the proposed Renewal License with Verizon to provide Cable Services for the next five years to the Board for their review. He explained that the Cable Advisory Committee held a public hearing, but no one attended, and Town Counsel has approved the proposed contract. He respectfully requested that the Select Board approve the License.

Ms. Pine made a motion to approve the renewal of the Verizon Cable License for five more years, effective July 1, 2024. Mr. Cunningham seconded the motion. The motion carried unanimously.

2. Consider Making the Annual Appointments of the Select Board.

Mr. Haddad reviewed the Board's committee appointments. (See attached memo)

Mr. Pisani moved to approve the appointments of the Select Board as presented in the Board's annual reappointment memo. Ms. Pine seconded the motion, which was carried unanimously.

3. Consider Approving a One-Day Wine and Malt Beverages License for the Prescott Community Center-Friends of Prescott for the Wonders of Rum on Friday, June 21, 2024, from 7:00 p.m. to 8:30 p.m.

Ms. Pine made a motion to approve a One-Day Wine and Malt Beverage License for the Prescott Community Center- Friends of Prescott for the Wonders of Rum to be held on Friday, June 21, 2024, from 7:00 p.m. to 8:30 p.m. Mr. Pisani seconded the motion. The motion carried unanimously.

6:15 P.M. Sustainability Commission- Discussion/Update-Greenhouse Gas Inventory/Climate Action Plan and Discussion/Update Proposed Expansion at Hanscom Field

Mr. Phil Francisco, Ms. Charlotte Weigel, and Mr. Ken Horton from the Sustainability Commission updated the Select Board on their Greenhouse Gas Inventory and Climate Action Plan. The Board received a copy of the presentation in advance, which was also shared during the meeting. Ms. Weigel provided an update on Select Board Climate Change Goals, including working with Groton Electric Light Department (GELD) Commissioners on climate change initiatives and the transition to a new GELD General Manager. They also discussed supporting efforts to educate Town residents on ways to reduce energy use and costs and working with the Sustainability Commission to reduce the Town's carbon footprint. (Refer to the attached presentation for more details)

The presentation concluded with the Sustainability Commission stating that Groton is not prepared for a climate resolution or to start creating a Climate Action Plan (CAP). Mr. Horton requested that the Select Board endorse the Town Manager to create a Climate Action Working Group. Ms. Pine suggested splitting the cost of a part-time employee with GELD. She believes the Sustainability Commission has done a great job but thought it would take the Town to a new level. The plan would be to form a small group, work with citizens, town government departments, the school district, businesses, private schools, and conservation and preservation organizations to gather inputs and educate about the goal and expectations of a CAP, and formulate a plan for funding and staffing the development of a CAP. They recommended members of the Select Board, GELD Manager, Conservation Administrator, and two members of the Sustainability Commission. Mr. Cunningham asked the new Manager of GELD, Mr. Jon Patterson, and Mr. Eric Fisher, Light Commissioner, if they had any thoughts. Mr. Patterson said he would join the small group and was thankful to the Sustainability Commission. He stressed the importance of the topic. He also mentioned that GELD is in a great position regarding the rate structure, especially for residential customers.

Mr. Haddad mentioned that he would proceed to form a task force. Ms. Manugian asked for an update on Green Communities. Mr. Haddad explained that a report needs to be filed, and it will be provided to the Board.

Expansion at Hanscom Field

Ginger Volmar, a Groton resident, raised her concerns about the proposal to expand the private jet hangars at Hanscom Field. She explained that the expansion would cover nearly fifty acres and cater to private luxury travel. This could lead to a significant increase in carbon emissions, as the aircraft use carbon-based fuel, which, when combusted, releases fine particulates harmful to life. Ms. Volmar said many flights would directly pass over Groton. Ms. Volmar urged the Board to sign a resolution opposing the project. Mr. Cunningham agreed with her proposal.

Ms. Pine moved to approve the resolution opposing the expansion of private jet hangars at Hanscom Civil Airport and region-wide. Mr. Cunningham seconded the motion. The motion carried unanimously.

OTHER BUSINESS

ON-GOING ISSUES

Fire Chief Update- Mr. Haddad said three interviews were conducted earlier that day, and two more would take place on Wednesday, June 12th. A Chiefs Panel will interview the final candidates on Monday, June 17th. The Assessment Center will take place on June 25th, and Mr. Haddad said that on July 1st, the Board will hopefully appoint a Fire Chief.

PFAS- Mr. Haddad mentioned that the waterline project to the High School is well underway, and they are also working on the interbasin transfer with DCR. They are currently planning the project and considering when to execute it. There is a plan to inform the residents about the project, and an informational meeting is scheduled for Thursday, July 11th, at 7:00 p.m. at the Performing Arts Center. The meeting will be advertised, and abutters will be notified. Mr. Haddad is considering the possibility of doing the work at night and discussing detour routes if needed, as he believes police details are expensive and is concerned about the safety of students driving down the road to school during the day. Ms. Pine thinks doing the work at night makes sense, and the engineers are exploring all options.

On July 1st, Mr. Haddad plans to hold a public hearing to establish a one-time water connection fee of \$2,000. for a limited time. Those affected by PFAS will be able to connect for free. The money from the class action will go directly to the water department, and there is a separate fund for special circumstances.

- C. Florence Roche—On Wednesday, June 5th, the School Committee toured the new Florence Roche building. The demolition will occur as soon as possible, and Gilbane will turn the building over to the School District on August 12th. The students will start attending the new Florence Roche in the fall. Mr. Haddad praised the team.

PILOTS- Mr. Haddad said that the Assessors are compiling a list of all the Non-Profit Partners in Groton, known as PILOTS (Payments in Lieu of Taxes), and what their land values are. A lot of discussions have taken place regarding PILOTS and about Groton's two private schools not paying "their fair share" for services they received from the town, including the cost of educating children living on tax-exempt property owned by Groton School and Lawrence Academy that attend the Groton Dunstable Regional District Schools. Mr. Haddad expressed that PILOTS are voluntary.

SELECT BOARD LIASON REPORTS

Public Comment Period #2

Mr. Bruce Easom announced the Groton Transfer Station Tire Drop on Saturday, June 22, 2024, from 7:30 AM to 4:20 PM at the Groton Transfer Station.

Approval of the Special Meeting Minutes from May 18, 2024 and May 20th

Ms. Pine moved to approve the minutes of the Special Meeting of May 18th and the regularly scheduled meeting minutes of May 20, 2024. Mr. Pisani seconded the motion. The motion carried unanimously.

Executive Session

Mr. Haddad asked the Board to make a motion to enter Executive Session Pursuant at 8:12 pm to M.G.L., c.30A, §21(a), Clause 2 – “To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel” – Purpose – Contracts of Police Chief and Treasurer/Collector.

And not return to open session.

Ms. Pine made a motion to enter into Executive Session. Mr. Cunningham seconded the motion. Roll Call: Pine-aye; Cunningham-aye; Manugian-aye; Reilly-aye; Pisani-aye.

The meeting was adjourned at 8:12 p.m. Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager.

**SELECT BOARD MEETING MINUTES
VIRTUAL MEETING
MONDAY, JUNE 17, 2024
UN-APPROVED**

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

SB Members Absent: John Reilly;

Also Virtually Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Hannah Moller, Treasurer/Tax Collector.

Ms. Manugian called the meeting to order at 11:00 AM.

ANNOUNCEMENTS

Ms. Pine announced a free concert on Juneteenth at the Groton Hill Music Center and thanked them for the opportunity.

Approve BANs for Florence Roche Elementary School Project Debt

Treasurer/Tax Collector Ms. Moller said they had received four bids for the Town's current offering and explained this is a one-time BAN and will be reviewed again next year. She explained that a dump truck and an ambulance are included in this borrowing, with a 4.5% interest rate and a high premium. Ms. Moller said she believes that receiving only four bids reflects the market. Mr. Cunningham questioned the meaning of "reoffer." Ms. Moller explained a reoffer would occur if there had been an equal bid, and there would have been a reoffer at a lower rate. Ms. Manugian asked if this was a one-year borrowing, and Ms. Moller confirmed that it was and mentioned it would be renewed in June of 2025, receiving a new rate next year. Mr. Haddad said there is a rollover BAN from last year, and you can do this twice before having a principal paydown. With a BAN next year, there would be one year of a principal paydown. Mr. Haddad said they successfully took advantage of reasonable interest rates and will consider permanent financing last year. Mr. Haddad was very pleased with the rate offered with this BAN. Ms. Manugian noted other items were added to Florence Roche's debt. Ms. Moller clarified that the ambulance was the only new item; the rest was a renewal. The vote of the Select Board is to approve the sale of \$28,560,473 on June 21, 2024.

Ms. Pine motioned to vote to approve the bonds as indicated in the document presented to the Board. Mr. Cunningham seconded the motion. Roll Call: Manugian- aye; Pine-aye; Cunningham- aye; Pisani-aye.

Finalize Questions for Fire Chief interviews.

Mr. Haddad provided the Board with the proposed Fire Chief interview questions. He received feedback from the Board and developed the final questions for the Monday, June 24th, interviews with the Select Board. He updated the Board on the remaining process, including an interview with a panel made up of area Fire Chiefs. He stated that on Monday, the Board will interview the two candidates, and the Assessment Center will take place on Tuesday, June 25th from 8:00 AM to 12:00 PM. Mr. Cunningham asked if the Chief had a residency requirement to live within a proximate distance. Mr. Haddad explained that there is no such requirement, only civil service departments have this requirement. He said the Select Board can negotiate that within the contract. Mr. Cunningham stressed the importance of this question. Mr. Haddad suggested that one Board member ask

the questions during the interview, and the other Board members may ask additional questions. Ms. Manugian proposed providing a copy of the questions to the candidates.

Approval and Release of the Following Executive Session Minutes:

Ms. Pine made a motion to release the minutes of the Executive Session meetings from April 5th and 12th, 2021. Mr. Pisani seconded the motion. Roll call: Manugian- aye; Pine-aye; Cunningham- aye; Pisani-aye.

Ms. Pine made a motion to approve and release the Executive Session minutes of April 4, 2022, April 25, 2022, November 14, 2022, January 3, 2023, February 27, 2023, March 8, 2023, and June 10, 2023. Mr. Pisani seconded the motion. Roll call: Manugian- aye; Pine-aye; Cunningham- aye; Pisani-aye.

The meeting was adjourned at 11:24 a.m. Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager.