

**SELECT BOARD MEETING MINUTES
MONDAY, SEPTEMBER 18, 2023
APPROVED**

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

Dunstable Selectmen Present: Ronald Mikol, Chair; Leah Basbanes, Vice Chair; Kieran Meehan

Also Present: Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Jason Silva, Dunstable Town Administrator; Tom Orcutt, Groton Water Superintendent; Dr. Laura Chesson, GDRHS Superintendent; The Groton Board of Health Members; The Groton Water Commissioners; The Groton Finance Committee; Bob Rafferty and Tyler Schmidt, Environmental Partners; The Groton Finance Team; Paul Brinkman, Pepperell DPW Business Manager; John O'Brien, Dunstable Water Commissioner

Mr. Cunningham called the meeting to order at 5:00 PM.

PUBLIC COMMENTS

Phil Fransisco announced that on October 4th, that the Sustainability Committee will hold a Seminar on PFAS at Groton Center. He said all are welcome to join.

Mr. Robertson called the Finance Committee to order at 5:01 P.M.

Mr. McCaffrey called the Groton Water Commission to order.

Ms. Collette called the Groton Board of Health to order.

Mr. Mikol called the Dunstable Selectmen to order.

IN JOINT SESSION WITH THE DUNSTABLE BOARD OF SELECTMEN- DISCUSS AND FINALIZE A SOLUTION TO ADDRESS PFAS AND BRING POTABLE DRINKING WATER TO THE GROTON DUNSTABLE REGIONAL HIGH SCHOOL AND SURROUNDING PROPERTIES IN DUNSTABLE

Mr. Cunningham said that the Select Board was meeting in Joint Session that evening to discuss and finalize a solution to address PFAS and to bring potable drinking water to the Groton Dunstable Regional High School and surrounding properties in Dunstable. He said after the Board met with the Dunstable Selectmen, the Town Manager/Town Administrator Working Group was formed to discuss ways to address this problem. Mr. Haddad said the Working Group held two meetings and they had a conference call with the Department of Environmental Protection (DEP) as well. Tyler Schmidt from Environmental Partners provided a PFAS presentation. The presentation gave a background of the PFAS issue and the project objectives. The Working Group evaluated three main water alternatives: The Pepperell Water System Extension, The Groton Water System Extension and the Groton- Pepperell- Dunstable Regional Water System Plan.

Pepperell Water System Extension:

- Phase 1: Install a new water main from the intersection of Route 113 and Jersey Street to the GDRSD via Jersey Street, North Street, Kemp Street, Groton Street, and Chicopee Row. Paid for via Groton/Dunstable cost share.
- Phase 2: Interconnect with Dunstable via Groton Street and install a booster station for Municipal Fire Protection. Paid for by Pepperell.

Groton Water System Extension:

- Phase 1: Install a new water main from the intersection of Common Street and Chicopee Row to the GDRHS and surrounding properties on Groton Street, Kemp Street, and North Street. Paid for via Groton/Dunstable cost share with a \$1M contribution from the Groton Water Department.

Groton- Pepperell- Dunstable Regional Water System Plan:

- Phase 1: The Groton Water System Expansion. Paid for via Groton/Dunstable cost share with a \$1M contribution from the Groton Water Department.
- Phase 2: A Pepperell Dunstable Water System Expansion. The cost share is still under negotiation.

The Working Group recommended the Groton-Pepperell-Dunstable Regional Solution. Mr. Schmidt explained the implementation timeline of Phase 1 and Phase 2. When Mr. Schmidt explained the implementation timeline of Phase 1, he explained the earliest water service could be provided to all impacted properties was September of 2024 and June of 2025 would be the earliest the Phase 1 project could conclude. He said the timeline for Phase 2 was a little more uncertain due to the timing of permitting. He explained Phase 2 construction would begin in the Spring of 2026. Phase 2 construction would conclude in the Fall of 2027. Mr. Schmidt said the Regional Solution was the only option to solve all three communities' primary and secondary goals. He explained a few key points: Groton and Dunstable would need to sign a legal services Inter-Municipal Agreement (IMA) to continue negotiations; Implementation timelines are subject to approval from MassDEP and the Water Resources Commission; All Solutions are subject to the approval of the Proposition of 2 ½ Override at the Groton Fall Town Meeting.

Questions/Comments

Mr. Pisani asked what the rationale was for the solution of Phase 2. Mr. Haddad said when the Working Group met with DEP, they liked the idea of having all three towns working together and that there would be an interconnection with the three communities. The likelihood of it getting permitted would be more significant. An emergency interconnection between the three communities would be a benefit, as well. Mr. Reilly asked what Groton's emergency interconnection plans were now. The Water Superintendent of Groton, Mr. Orcutt, had clarified that they have a partial connection with Westford. Mr. Haddad said during Phase 1, they would have to work on releasing the Interbasin Transfer set aside for Lost Lake. In phase two permitting, the project would trigger a Water Management Act and the potential for an Environmental Impact Report. He said having the three communities involved helps with that process. The total cost of the project would be approximately \$13M. Since Pepperell would be the lead applicant on Phase II, the project could benefit from Pepperell's status as an Environmental Justice community, which could provide Loan Forgiveness. Mr. Mikol had questions about the legal fees and how they would be handled. Mr. Haddad explained that the Groton Dunstable School Committee would also need to approve a legal services IMA and the fees would be split three ways. However, the proposed numbers did not include the legal fees. Mr. Mikol inquired about the contingency fee, which was revealed to be 20% by Mr. Schmidt. Mr. Mikol raised concerns about how Dunstable would obtain the funds for the IMA fees.

Ms. Basbanes thought the Working Group came to a good conclusion for a recommendation. She said Dunstable's main concern was the money, but they went out of the meetings with a compromise. Mr. Cunningham wanted to commend the Working Group for coming together and helping to define their options.

Ms. Manugian said she believed this solution provided the benefits the three communities were looking for and would keep them on track with the current timeframe. Ms. Pine said she thought there were benefits to doing the project in two phases.

Groton Select Board

Ms. Pine made a motion that Groton and Dunstable agree to negotiate an Inter-Municipal Agreement for the proposed Regional Approach and proceed directly with Phase 1 of the PFAS Regional Water System Plan, and commit to working together on negotiations for Phase 2. Mr. Pisani seconded the motion.

Ms. Manugian wanted to ensure the peer Boards were comfortable with their motion. Mr. Haddad recommended leaving the \$16M appropriation intact and not reducing it.

Ms. Pine wanted to amend the motion to:

Ms. Pine made a motion that Groton and Dunstable agree to negotiate form an Inter-Municipal Agreement for the proposed Regional Approach and around legal fees, proceed directly with Phase 1 of the PFAS Regional Water System Plan, and commit to working together on negotiations for Phase 2. In addition, Groton would commit to keeping the \$16M appropriations available and tie it to a debt exclusion override in the future. Mr. Pisani seconded the motion.

Dunstable Selectmen

Mr. Meehan made a motion to authorize the Town Administrator of Dunstable to enter into negotiations with the Town of Groton for an Inter-Municipal Agreement for shared services related to the PFAS Water Project. Ms. Basbanes seconded the motion. The motion carried unanimously.

Groton Select Board

The Groton Select Board was all in favor of the motion, and the vote carried unanimously.

Dunstable Selectmen

Mr. Meehan made a motion to acknowledge and support the Regional Water System Plan at approximately \$16M.

Ms. Basbanes wanted to amend the motion to:

Acknowledge and support the Regional Water System Plan for Groton Dunstable and Pepperell at approximately \$16M. Mr. Meehan seconded the motion. The motion carried unanimously.

Mr. Cunningham called for a brief recess at the conclusion of the joint meeting.

Mr. Cunningham called the meeting back to order at 5:54 p.m. and reviewed the agenda.

ANNOUNCEMENT

None

TOWN MANAGERS REPORT

- 1. Consider Ratifying the Town Manager's Appointment of Benjamin Morse as Golf Staff and Evan Manno and Zachary Milner as Grounds Staff at the Groton Country Club.**

Mr. Reilly made a motion to ratify the Town Manager's appointments of Benjamin Morse as Golf Staff and Evan Manno and Zachary Milner as Grounds Staff at the Groton Country Club. Ms. Pine seconded the motion. The vote carried unanimously.

2. Consider Approving a Letter of Support to the Community Preservation Committee for the Proposed Historical Commission's Application to Restore Milestone Markers at 94 Boston Road and 122 Old Ayer Road

Mr. Haddad said that the Historical Commission was planning to seek CPA funding in the next cycle to restore the granite milestone markers located at 94 Boston Road and 122 Old Ayer Road. The former marker was snapped in half, and the latter is out of the ground. The evaluation of the application includes a point system to rank requests for consideration, and letters of support generate points under that system. He said they would appreciate a letter of support from the Select Board. Mr. Haddad respectfully requested that the Board vote to authorize him to draft such a letter on the Board's behalf.

Ms. Pine moved to authorize the Town Manager to draft the Letter of Support to the Community Preservation Committee for the Proposed Historical Commission's Application to restore milestone markers at 94 Boston Road and 122 Old Ayer Road. Mr. Pisani seconded the motion. The motion carried unanimously.

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

Mr. Haddad said that he would like to schedule a public hearing on PFAS to be held at The Center. He proposed the date of October 18th for this hearing. Mr. Haddad also mentioned possibly scheduling a Special Meeting on a Friday morning to appoint the new Conservation Administrator.

Monday, September 25, 2023	No Meeting
Monday, October 2, 2023	Regularly Scheduled Meeting
Monday, October 9, 2023	No Meeting (Indigenous People's Day)
Monday, October 16, 2023	Regularly Scheduled Meeting
Monday, October 23, 2023	Regularly Scheduled Meeting
Monday, October 28, 2023	2023 Fall Town Meeting
Monday, October 30, 2023	Regularly Scheduled Meeting
Monday, November 6, 2023	Regularly Scheduled Meeting
Monday, November 13, 2023	No Meeting
Monday, November 20, 2023	Regularly Scheduled Meeting
Monday, November 27, 2023	No Meeting
Monday, December 4, 2023	Regularly Scheduled Meeting
Monday, December 11, 2023	Regularly Scheduled Meeting
Monday, December 18, 2023	Regularly Scheduled Meeting
Monday, December 25, 2023	No Meeting (Christmas Day)
Monday, January 1, 2023	No Meeting (New Year's Day)
Monday, January 8, 2023	Regularly Scheduled Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

- 1. Consider Approving a One Day Wine and Malt Beverage License for the Joseph Locke- Alexis MacTaylor Wedding Reception to be held at the Grotonwood Camp and Conference Center on Sunday, October 8, 2023 from 5:00 p.m. to 10:00 p.m.**

Ms. Manugian made a motion to approve a One Day Wine and Malt Beverage License for the Joseph Locke- Alexis MacTaylor Wedding Reception to be held at Grotonwood Camp and Conference Center on Sunday, October 8, 2023 from 5:00 p.m. to 10:00 p.m. Ms. Pine seconded the motion. The vote carried unanimously.

- 2. Consider Approving a One Day All Alcoholic Beverages License for the Prescott Community Center/Friends of Prescott for a Mixology Class to be held on Friday, September 22, 2023 from 7:00 p.m. to 8:30 p.m.**

Ms. Pisani made a motion to approve a One Day All Alcoholic Beverage License for the Prescott Community Center/Friends of Prescott for a Mixology Class to be held on Friday, September 22, 2023 from 7:00 p.m. to 8:30 p.m. Ms. Pine seconded the motion. The vote carried unanimously.

- 3. Consider Approving a One Day Wine and Malt Beverages License for the Full Moon Fete Cocktail Party/Fundraiser for the Groton Historical Society to be held on Friday, October 27, 2023 from 5:00 p.m. to 10:00 p.m.**

Ms. Manugian made a motion to approve a One Day Wine and Malt Beverage License for the Full Moon Fete Cocktail Party Fundraiser for the Groton Historical Society to be held at the Groton Historical Society on Friday, October 27, 2023 from 5:00 p.m. to 10:00 p.m., contingent upon receipt of the TIPS Certification. Ms. Pine seconded the motion. The vote carried unanimously.

- 4. Approve Grant Agreement Between Affordable Housing Trust and Groton Housing Authority to Provide Funding to Repair Unit A at 285 Nashua Road.**

Mr. Haddad respectfully requested that the Select Board consider approving and authorizing the Town Manager to sign a Grant Agreement between the Affordable Housing Trust and the Groton Housing Authority to provide funding to repair Unit A at 285 Nashua Road. He explained the Agreement, if approved by the Select Board, would allow the Affordable Housing Trust to grant the Housing Authority \$15,398.93 to repair Unit A. Mr. Cunningham wanted to commend Rick Perini's (a member of the Affordable Housing Trust) work on developing the cost estimate for the project. Ms. Pine said this is a free-standing condominium sold to the Housing Authority in 2003. She said the state did not participate in building this; therefore, it won't provide any funds for any maintenance or repairs. During the pandemic, the Housing Authority went through its reserves because many could not afford rent. The Affordable Housing Trust does have some unrestricted funds to help with the repairs; CPC money is not allowed for this purpose. Town Counsel said this could be done with a Contract Agreement. Ms. Manugian asked what the repairs were from. Ms. Pine said it was mainly from wear and tear. She explained the unit was approximately 20 years old. Ms. Stanley said some wear and tear and exterior work needed to be repaired. (See grant agreement included with the minutes.)

Ms. Manugian made a motion to approve the Grant Agreement as presented. Mr. Pisani seconded the motion. The motion carried unanimously.

ON-GOING ISSUES

- E. Town Manager's Tri-Comm Working Group had a great meeting earlier that day. The Tri-Comm would like to present the report on October 25th, approximately at 6:30 PM, in Joint Session at the Performing Arts Center.

The meeting was adjourned at 6:24 p.m.

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

Grant Agreement

The **Town of Groton Affordable Housing Trust**, established pursuant to M.G.L. c. 44, Section 55C, and under Declaration of Trust recorded with the Middlesex Southern District Registry of Deeds in Book 58159, Page 199, and having its usual place of business at 173 Main Street, Groton, MA 01450, acting by and through its Board of Trustees (hereinafter, the "**Trust**") and the **Groton Housing Authority**, a Massachusetts housing authority, having its usual place of business at 19 Lowell Road, Groton, MA 01450 ("**Authority**") wish to enter into this grant agreement (this "Agreement") to restore a particular Authority rental unit to good working order.

WHEREAS, the Trust and the Authority wish to preserve and rehabilitate an existing low-income family rental unit owned by the Authority which is known as the Still Meadow Unit (hereinafter, the "Still Meadow Unit") having a location at 285 Nashua Road, Unit A, Groton, MA 01450, which Unit is presently in a state of disrepair that has prevented it from being used for low-income housing for nearly a year;

WHEREAS, the Authority has requested that the Trust provide it with funds to preserve and rehabilitate the Still Meadow Unit, thereby enabling the Authority to make it available for use as low-income housing;

WHEREAS, the Trust has consulted with Town Counsel and has been advised that it can make a grant of funds available to the Authority to preserve and rehabilitate the Still Meadow Unit provided that the Groton Select Board has approved the grant; and

WHEREAS, the Trust and the Authority have obtained a detailed cost estimate from 24Restore NE LLC made on June 23, 2023 estimating total repair costs for the Still Meadow Unit at \$15,398.93 (the "Scope of Work", attached as Exhibit A);

WHEREAS, the Trust has voted to approve a grant to the Authority for the repair of the Still Meadow Unit as a means of preserving and rehabilitating an existing low-income housing rental unit; and

WHEREAS, the Groton Select Board approved the grant from the Trust to the Authority in the amount of \$15,398.93;

NOW THEREFORE, the Authority and the Trust agree as follows:

1. The Trust shall grant the Authority \$15,398.93 for repair of the Still Meadow Unit as set forth in the Scope of Work (the "Grant Funds").
2. The Authority agrees to spend the Grant Funds solely and exclusively on the cost of materials and labor for the repair of the Still Meadow Unit as set forth in the Scope of Work.
3. The Authority agrees to follow all applicable Federal, State and local laws, rules, regulations, and orders applicable to the Scope of Work and the use of the Grant Funds, including but not limited to laws, rules, regulations, and orders regarding permitting, labor, and the purchase of building supplies.
4. After the time that the Grant Funds have been awarded and prior to the full completion of the Scope of Work, the Authority shall provide the Trust with quarterly reports regarding the progress in making the necessary repairs, including the amount of expenditures to date.
5. The Authority shall have the Scope of Work completed not later than 6 months after the execution of this Agreement, which may be extended by the Trust, in its sole discretion, for good cause shown by the Authority.
6. After the Still Meadow Unit is fully repaired, the Authority agrees to provide the Trust with a full accounting for all expenditures of funds, including receipts for the purchase of materials. At the completion of the Scope of

Work, the Authority shall provide the Trust with a certification that the repairs have been completed and shall provide documentation, including photographs, that demonstrate that the items set forth in the repair estimate have all been repaired.

7. The Authority agrees that when the Scope of Work has been completed, the Authority shall place any remaining unspent Grant Funds in a separate reserve account for the Still Meadow Unit and that any such excess funds may be used only for the Still Meadow Unit.
8. This Agreement shall remain in effect for as long as the Authority holds the Grant Funds or any portion thereof. This Agreement shall terminate upon the Authority's final expenditure of the Grant Funds. In the event that the Authority fails to fulfill its obligations under the terms of this Agreement as determined by the Trust, the Trust shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Authority. Upon receipt of such notice, the Authority shall refund all unexpended Grant Funds to the Trust.
9. The Trust's obligations under this Agreement shall be to make the payment of the Grant Funds and the Trust shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Trust or any elected or appointed official or employee of the Town of Groton, or their successors in office, personally liable for any obligation under this Agreement. The Trust and Authority agree that there shall be no third-party beneficiaries of this Agreement.
10. Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed to the Trust and the Authority, respectively, using the addresses listed above. 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 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.
11. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and condition of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
12. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
13. This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on next page].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on _____, 2023.

Town of Groton Affordable Housing Trust

By: _____
Name:
Title:
Duly Authorized by a vote of the Town of Groton
Affordable Housing Trust on _____,
2023

Groton Housing Authority

By: _____
Name:
Title:
Duly Authorized by a vote of the Groton Housing
Authority on _____, 2023

Approved By:

Town of Groton Select Board

By: _____
Mark Haddad, Town Manager
Duly Authorized by a vote of the Town of Groton Select Board on _____, 2023