



## BOARD OF SELECTMEN

### Meeting Agenda

Monday, November 6, 2023

Groveland Town Hall

183 Main Street, Groveland, MA 01834

TOWN OF GROVELAND  
TOWN CLERK  
RECEIVED/POSTED  
2023 NOV -2 AM 11:29

This meeting will be in-person and also be broadcast live on Groveland Public Access, Channel 8, as well as through Zoom virtual meeting software for remote access.

#### Join Zoom Meeting

<https://zoom.us/j/93995174414?pwd=dnpQNjNmTVpOVHA0bWdUMHBMeFhvQT09>

Meeting ID: 939 9517 4414

Passcode: 948618One tap mobile

+13126266799,,97830520065#,,, \*948618# US (Chicago)

+16469313860,,97830520065#,,, \*948618# US

6:30 P.M.

CALL MEETING TO ORDER AT 6:30PM

**PUBLIC COMMENT** *Written submissions for public comment must be made before the start of the meeting per the Board of Selectmen's Public Comment Policy amended November 13, 2017.*

#### **PUBLIC HEARING**

1. Pursuant to: G. L. c. 40, § 22 provides the Groveland Board of Selectmen with the authority to promulgate parking regulations within the town. Therefore, the Board of Selectmen, on November 6, 2023 at 6:40pm will hold a public hearing to discuss parking restrictions on Sunset Circle. Sunset Circle is an accepted public right of way, accepted at Annual Town Meeting on April 29, 2019 and as laid out on Plan Book 470 Plan 70 recorded at the Southern Essex Registry of Deed on April 2, 2019. Such regulations will state that:

There shall be no parking on the easterly side of Sunset Circle from the street entrance to the furthest point of the cul-de-sac.

#### **DISCUSSION & POSSIBLE VOTE**

2. Approval of Property Use Permit for Perry Park by the Groveland Congregational Church for parking for their Snowflake Fair on November 10<sup>th</sup> and November 11<sup>th</sup> from 12pm to 7pm on Friday and 7:30am to 6pm on Saturday.
3. Approve and accept utility easements at 3 Katie Lane, 6 Katie Lane and 8 Katie Lane.
4. Year End Review, *Town Accountant, Ellen Petrillo*
5. PRSD Regional Agreement Discussion

#### **APPROVAL OF THE MINUTES**

#### **APPOINTMENTS OF THE BOARD**

6. Appointment of DJ McNulty, Merrimack River Road, Groveland, to the Economic Development Committee effective November 7, 2023, through June 30, 2024.

7. Appointment of Shawn Greene of Uptack Road in Groveland, to Senior Laborer/Operator/Driver in the Highway Department effective November 7, 2023. The position is 40 hours/week at a rate of \$27.81/hour.

#### **TOWN ADMINISTRATOR'S TIME**

**SELECTMEN'S TIME & REPORTS** *Time to be used to make statements, propose future agenda items, or congratulate residents/teams on accomplishments; this time should not be used to initiate a discussion.*

#### **OLD OR UNFINISHED BUSINESS**

8. Trash & Recycling Committee Update
9. Board of Selectmen Policies Update

#### **OTHER ITEMS NOT REASONABLY ANTICIPATED AT TIME OF POSTING**

#### **CORRESPONDENCE**

10. Resignation of Dave Evans from the Groveland Fire Department
11. Invitation from Fire Chief Robert Valentine for a Live Burning Training on November 18<sup>th</sup> and 19<sup>th</sup>
12. Pentucket Regional School District State of the District and Regional Agreement Discussion invite for November 7<sup>th</sup> at 6pm
13. Letter from Rowley Board of Selectmen concerning Whittier Regional Vocational Technical School Building Project
14. **Veterans Day Ceremony on November 10<sup>th</sup> at 10:30am at the Central Fire Station**

**EXECUTIVE SESSION:** *Town Hall 183 Main Street, Selectmen Conference Room – The Board will adjourn from Executive Session and not return to Open Session.*

- MGL Ch. 30A §21(a)2: To conduct contract negotiations with nonunion personnel (Town Administrator).

*The next regularly scheduled meeting of the Board of Selectmen will be Monday, November 20, 2023, at 6:30PM.*

**Submitted by:** *Vice-Chair Kathleen Kastrinelis*

June 30, 2023

Dear Members of the Groveland Board of Selectmen,

I am writing to inform you that the residents of Sunset Circle support the establishment of a 'No Parking Here to Corner' restriction on our street, in the area from the corner of Salem Street to the corner of the entry to the circle itself, on the side of the road in front of 2 Sunset Circle. This restriction is crucial to ensure the accessibility of our street during emergencies.

Due to cars parked on both sides of the road, emergency vehicles face significant obstacles when responding to incidents on Sunset Circle. Immediate action is necessary to prevent potential risks to the safety and well-being of our residents.

We have consulted with and obtained the endorsement of the Police Chief and Fire Chief, who both recognize the importance of this restriction for the prompt access of emergency services.

We kindly request the Groveland Board of Selectmen to consider this matter seriously and take appropriate action.

Should you require additional information or if we can assist you further, please do not hesitate to contact me at 978-604-3397 or via email at [steve@bakernet.io](mailto:steve@bakernet.io)

Thank you for your attention to this matter.

Sincerely,

Name	Address	Date
Jim Bahn	5 Sunset Circle	6/30/23
Melissa Baker	5 Sunset Circle	6/30/23
Margaret Casoli	4 Sunset Circle	6/30/23
Maire & Casoli	4 Sunset Circle	6/30/23
Denise Bragadone	2 Sunset Circle	7/4/23
Sam Lund	2 Sunset Circle	7/4/23













# TOWN OF GROVELAND

HIGHWAY DEPARTMENT

TOWN HALL  
183 Main Street  
Groveland, MA 01834



This letter's purpose is to outline the common knowledge and as well as applying the MUTCD guidelines for traffic sign layout. Using the guidelines for the west bound lane (or inbound lane) if possible, should remain open to traffic from Salem Street to allow easy and safe transition onto side streets, therefor having the "No Parking" signage on the west bound side is helpful for vehicular traffic.

Safety being the biggest control when deploying permanent signage onto a roadway the easterly side of the road has the only sidewalks making it an obvious choice for providing safe pedestrian egress down to the main street. Thus, having parking on that side is the best possible situation. These factors were the driving force behind the signs where they were placed.

Before constructing these signs, I also reached out to the GPD chief and consulted with him about where the signs would best suit to be deployed. Chief Gillen agreed that the easterly side would be best suited to have the No Parking signs on.

All the best,

Renny Carroll  
Highway Superintendent  
Town of Groveland  
183 Main Street  
978-556-7208



**From:** [Booking system](#)  
**To:** [Rebecca Oldham](#)  
**Subject:** You've received a new booking request!  
**Date:** Wednesday, October 18, 2023 7:32:52 PM

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You need to approve a new booking Perry Park for: November 10, 2023 12:00 - November 10, 2023 19:00

Person detail information:

**Start Time:**12:00  
**End Time:**19:00  
**Name of Applicant:**  
**Type of Permit:**  
**Person in Charge:**  
**Address:**4 Abbott Circle  
**Town:**Groveland  
**Zip Code:**01834  
**Email:**[tag251@earthlink.net](mailto:tag251@earthlink.net)  
**Phone:**978-994-3314  
**This event is::**  
**Open to the public?:**  
**Estimated attendance:**  
**Estimated No. of Vehicles:**  
**Parking Plan:**  
**Type of Event:**  
**Other Type of Event:**  
**All tents and pavilions to be used (size, etc):**  
**Fee Schedule:**  
**Police Chief Discussion:**  
**Fire Chief Discussion:**  
**Security Details:**  
**Grills/Propane Tanks:**  
**Sanitary Facilities:**  
**Company Providing the Units:**  
**Facilities used:**  
**Private Trash Containers:**  
**Entertainment License:**  
**Raffle Permit:**  
**Sales Concessions:**  
**Insurance:**  
**Tents:**  
**Signage:**

Currently a new booking is waiting for approval. Please visit the moderation panel  
[https://grovelandma.com/wp-admin/admin.php?page=wpbc&view\\_mode=vm\\_listing&tab=actions&wh\\_booking\\_id=40](https://grovelandma.com/wp-admin/admin.php?page=wpbc&view_mode=vm_listing&tab=actions&wh_booking_id=40).

Thank you, Town of Groveland, MA



<https://grovelandma.com>



**From:** [Booking system](#)  
**To:** [Rebecca Oldham](#)  
**Subject:** You've received a new booking request!  
**Date:** Wednesday, October 18, 2023 7:38:23 PM

---

You need to approve a new booking Perry Park for: November 11, 2023 07:30 - November 11, 2023 18:00

Person detail information:

**Start Time:**07:30  
**End Time:**18:00  
**Name of Applicant:**  
**Type of Permit:**  
**Person in Charge:**  
**Address:**4 Abbott Circle  
**Town:**Groveland  
**Zip Code:**01834  
**Email:**[tag251@earthlink.net](mailto:tag251@earthlink.net)  
**Phone:**978-994-3314  
**This event is::**  
**Open to the public?:**  
**Estimated attendance:**  
**Estimated No. of Vehicles:**  
**Parking Plan:**  
**Type of Event:**  
**Other Type of Event:**  
**All tents and pavilions to be used (size, etc):**  
**Fee Schedule:**  
**Police Chief Discussion:**  
**Fire Chief Discussion:**  
**Security Details:**  
**Grills/Propane Tanks:**  
**Sanitary Facilities:**  
**Company Providing the Units:**  
**Facilities used:**  
**Private Trash Containers:**  
**Entertainment License:**  
**Raffle Permit:**  
**Sales Concessions:**  
**Insurance:**  
**Tents:**  
**Signage:**

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[https://grovelandma.com/wp-admin/admin.php?page=wpbc&view\\_mode=vm\\_listing&tab=actions&wh\\_booking\\_id=41](https://grovelandma.com/wp-admin/admin.php?page=wpbc&view_mode=vm_listing&tab=actions&wh_booking_id=41).

Thank you, Town of Groveland, MA



<https://grovelandma.com>



**From:** [tag251](#)  
**To:** [Rebecca Oldham](#)  
**Subject:** RE: You've received a new booking request!  
**Date:** Wednesday, October 25, 2023 10:46:00 AM

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Hi Rebecca,

Sorry for the confusion.

I thought I had filled out two online forms. One for each day of the church fair.

The Groveland Congregational Church Fair is Friday November 10th and Saturday November 11th.

Sincerely,

Tracy Gilford

Groveland Congregational Church Fair Parking Coordinator

978-994-3314

-----Original Message-----

From: Rebecca Oldham <ROldham@Grovelandma.com>

Sent: Oct 25, 2023 10:22 AM

To: tag251@earthlink.net <tag251@earthlink.net>

Subject: RE: You've received a new booking request!

Hi Tracy,

Yes, of course. There were no details provided in the online application so I was not sure and did not recognize your email. So the event is on the 11<sup>th</sup>?

*Rebecca*



**Rebecca Oldham | Town Administrator**

Town of Groveland, 183 Main Street, Groveland, MA 01834

(978)556-7204 | [ROldham@grovelandma.com](mailto:ROldham@grovelandma.com) | [www.grovelandma.com](http://www.grovelandma.com)

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**From:** tag251 <tag251@earthlink.net>

**Sent:** Wednesday, October 25, 2023 10:08 AM

**To:** Rebecca Oldham <ROldham@grovelandma.com>

**Subject:** RE: You've received a new booking request!

Good Morning Rebecca,

The Groveland Congregational Church will be holding its Annual Church Fair on Friday November 10th and Saturday November 11th.

For many years the Town of Groveland has allowed the church the use of Perry Park for parking.

The Vendors and Church Volunteers use Perry Park to park their cars. The Church parking lot is used for fair customers. This reduces the number of people crossing the street.

We have worked with the Groveland Police Department to identify areas where we do not want people to park. We borrow traffic cones and "no parking" signs from the Police to prevent people from parking in those areas.

I will be there the two days of the fair to monitor compliance and prevent people from moving either the cones or "no parking" signs.

I have attached last year's approval form that you emailed me.



If there is anything else you need from me please email or call me at 978-994-3314.

Thank you.

Sincerely,

Tracy Gilford

-----Original Message-----

From: Rebecca Oldham <[ROldham@Grovelandma.com](mailto:ROldham@Grovelandma.com)>

Sent: Oct 19, 2023 8:40 AM

To: [tag251@earthlink.net](mailto:tag251@earthlink.net) <[tag251@earthlink.net](mailto:tag251@earthlink.net)>

Subject: RE: You've received a new booking request!

Hello,

Thank you for submitting your request for holding an event in Perry Park. Can you please provide some more information like? Such as name, what type of event, etc.?

*Rebecca*

**Rebecca Oldham | Town Administrator**

Town of Groveland, 183 Main Street, Groveland, MA 01834

(978)556-7204 | [ROldham@grovelandma.com](mailto:ROldham@grovelandma.com) | [www.grovelandma.com](http://www.grovelandma.com)

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**From:** Booking system <[no-reply@grovelandma.com](mailto:no-reply@grovelandma.com)>

**Sent:** Wednesday, October 18, 2023 7:38 PM

**To:** Rebecca Oldham <[ROldham@Grovelandma.com](mailto:ROldham@Grovelandma.com)>

**Subject:** You've received a new booking request!



You need to approve a new booking Perry Park for: November 11, 2023 07:30 - November 11, 2023 18:00

Person detail information:

**Start Time:**07:30

**End Time:**18:00

**Name of Applicant:**

**Type of Permit:**

**Person in Charge:**

**Address:**4 Abbott Circle

**Town:**Groveland

**Zip Code:**01834

**Email:**[tag251@earthlink.net](mailto:tag251@earthlink.net)

**Phone:**978-994-3314

**This event is::**

**Open to the public?:**

**Estimated attendance:**

**Estimated No. of Vehicles:**

**Parking Plan:**

**Type of Event:**

**Other Type of Event:**

**All tents and pavilions to be used (size, etc):**

**Fee Schedule:**

**Police Chief Discussion:**

**Fire Chief Discussion:**

**Security Details:**

**Grills/Propane Tanks:**

**Sanitary Facilities:**

**Company Providing the Units:**

**Facilities used:**

**Private Trash Containers:**

**Entertainment License:**

**Raffle Permit:**

**Sales Concessions:**

**Insurance:**

**Tents:**

**Signage:**



Currently a new booking is waiting for approval. Please visit the moderation panel  
[https://grovelandma.com/wp-admin/admin.php?page=wpbc&view\\_mode=vm\\_listing&tab=actions&wh\\_booking\\_id=41](https://grovelandma.com/wp-admin/admin.php?page=wpbc&view_mode=vm_listing&tab=actions&wh_booking_id=41).

Thank you, Town of Groveland, MA  
<https://grovelandma.com>



**UTILITY EASEMENT  
3 KATIE LANE, GROVELAND, MASSACHUSETTS**

KNOW ALL MEN BY THESE PRESENTS, that Colin Stokes and Jessica Stokes, having a mailing address of 112 Center Street, Groveland, Essex County, Massachusetts 01834, hereinafter referred to as "Grantor," for consideration of One Dollar (\$1.00) and other good and valuable consideration paid, grants to the Town of Groveland, acting by and through its Board of Selectmen, hereinafter referred to as "Grantee," a municipal corporation duly established by law and having its principal place of business at 183 Main Street, Groveland, Essex County, Massachusetts 01834, and their successors and assigns forever, with Quitclaim Covenants, the perpetual and exclusive right and easement in, on or under the Grantor's land located at 3 Katie Lane, Groveland, Essex County, Massachusetts, for the Grantee to erect, operate, maintain, repair, replace underground utilities and wires, with any and all necessary cables, wires, anchors, guys, supports and fixtures appurtenant thereto, for the transmission of electricity, as well as any other services or items provided by Grantee, upon, over and across that certain parcel of land at 3 Katie Lane, Groveland, Essex County, Massachusetts, presently owned by the Grantor, such easement hereinafter referred to as the "Utility Easement," all as shown on the attached plan entitled, "Exhibit "B" Sketch Showing Proposed Easement in Groveland, MA for #3 Katie Lane (Lot 2) ~ Map 26 Lot 13-P," dated June 18, 2023, drafted by William G. Holt, PLS, RS, SE, 83 West Main Street, Merrimac, MA 01860. In addition, the Grantee shall have the right to enter upon, pass and repass the subject premises in connection with the purposes set forth herein.

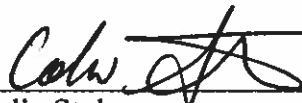
Grantor retains the right to use the land within the "Utility Easement" for any and all purposes which Grantor desires, provided that Grantor's use of the subject premises within the "Utility Easement" shall not interfere with the Grantee's easement rights. The rights and easement granted to Grantees herein shall run with the land and shall be binding upon Grantor, Grantor's successors in title, and all parties claiming by, through or under Grantor.

For Grantors' title, see deed recorded with Essex South District Registry of Deeds in Book 41316, Page 258.

[SIGNATURE AND NOTARY ON FOLLOWING PAGE]



WITNESS our hands and seals this 24 day of October, 2023.

  
Colin Stokes

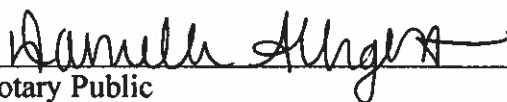
  
Jessica Stokes

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

On this 24 day of October, 2023, before me, the undersigned notary public, personally appeared Colin Stokes and Jessica Stokes, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



  
Notary Public  
My Commission Expires: 12/07/29



**ACCEPTANCE BY TOWN OF GROVELAND**

BOARD OF SELECTMEN:

\_\_\_\_\_  
Daniel MacDonald

\_\_\_\_\_  
Kathleen Kastrinelis

\_\_\_\_\_  
Edward Watson

\_\_\_\_\_  
Jason Naves

\_\_\_\_\_  
Mark Parenteau

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

On this \_\_\_\_ day of October, 2023, before me, the undersigned notary public, personally appeared Daniel MacDonald, Kathleen Kastrinelis, Edward Watson, Jason Naves and Mark Parenteau, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Board of Selectmen of the Town of Groveland.

\_\_\_\_\_  
Notary Public

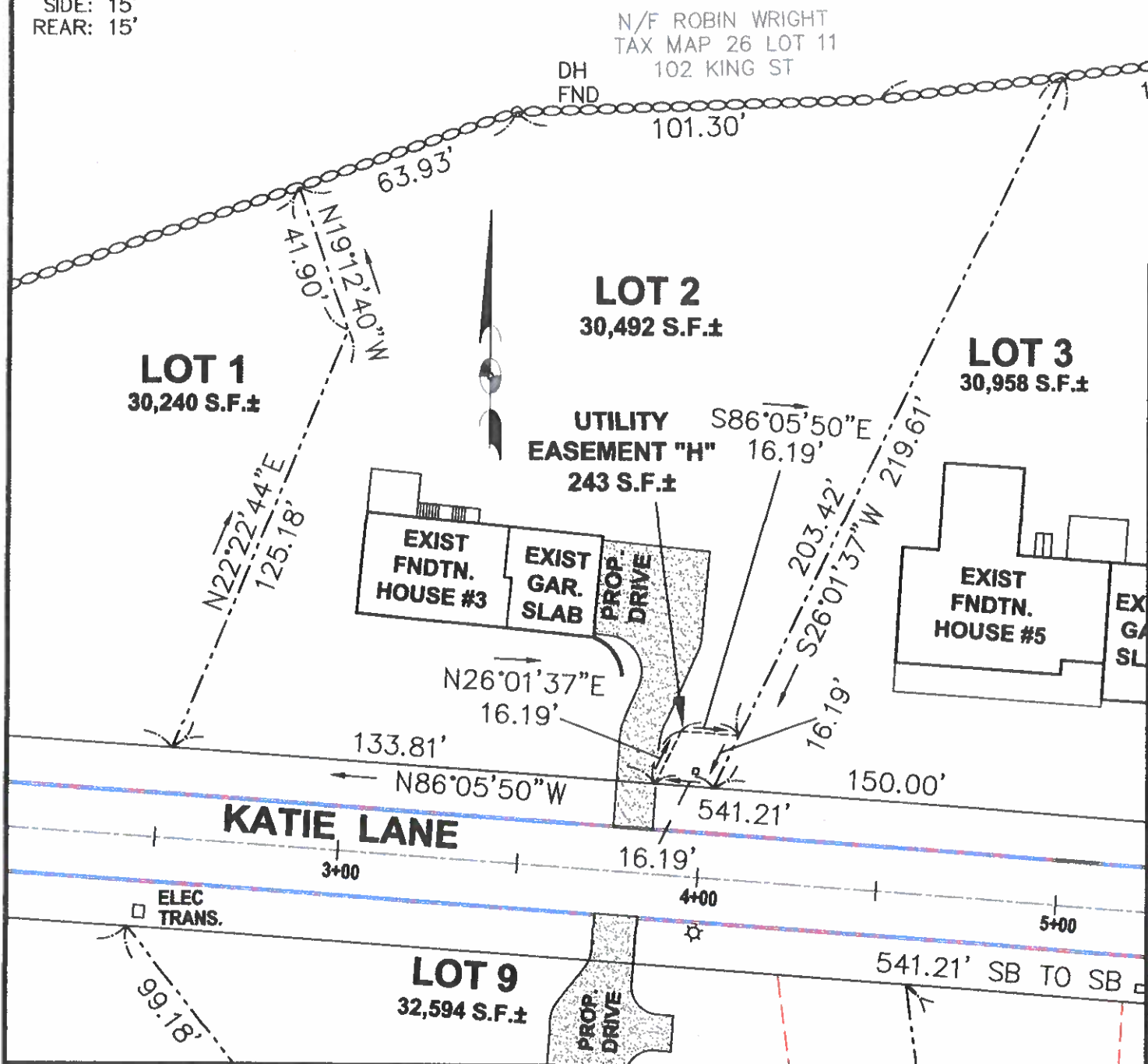
My Commission Expires:



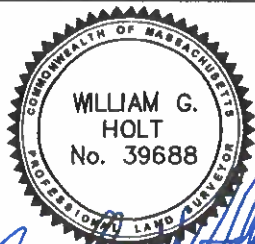
ZONING DISTRICT: R2 (fka RB)  
REQUIRED FRONTAGE: 150'  
REQUIRED AREA: 30,000 S.F.  
REQUIRED YARD SETBACKS:  
FRONT: 30'  
SIDE: 15'  
REAR: 15'

# EXHIBIT "B"

SKETCH SHOWING  
PROPOSED EASEMENT



**LOCATION: #3 KATIE LANE (LOT 2) ~ MAP 26 LOT 13-P**



LOCATION: GROVELAND, MA 01834  
DATE: 6/18/23 SCALE: 1"=40'  
DEED REF: BOOK 37,478 PG 210  
PLAN REF: PL 406 OF 2020  
PL BK 465 PL 15  
BK 40784 PG 513



**WILLIAM G. HOLT**  
PLS, RS, SE

83 WEST MAIN ST  
MERRIMAC, MA 01860

TEL: (978) 257-4576  
E-MAIL: billgholt@aol.com

6/18/2023



**UTILITY EASEMENT  
6 KATIE LANE, GROVELAND, MASSACHUSETTS**

KNOW ALL MEN BY THESE PRESENTS, that King Meadow Development, LLC, a Massachusetts limited liability company with a mailing address of 211 Seven Star Road, Groveland, Essex County, Massachusetts 01834, hereinafter referred to as "Grantor," for consideration of One Dollar (\$1.00) and other good and valuable consideration paid, grants to the Town of Groveland, acting by and through its Board of Selectmen, hereinafter referred to as "Grantee," a municipal corporation duly established by law and having its principal place of business at 183 Main Street, Groveland, Essex County, Massachusetts 01834, and their successors and assigns forever, with Quitclaim Covenants, the perpetual and exclusive right and easement in, on or under the Grantor's land located at 6 Katie Lane, Groveland, Essex County, Massachusetts, for the Grantee to erect, operate, maintain, repair, replace underground utilities and wires, with any and all necessary cables, wires, anchors, guys, supports and fixtures appurtenant thereto, for the transmission of electricity, as well as any other services or items provided by Grantee, upon, over and across that certain parcel of land at 6 Katie Lane, Groveland, Essex County, Massachusetts, presently owned by the Grantor, such easement hereinafter referred to as the "Utility Easement," all as shown on the attached plan entitled, "Exhibit "C" Sketch Showing Proposed Easement in Groveland, MA for #6 Katie Ln. (Lot 8) & #8 Katie Ln. (Lot 7)," dated June 18, 2023, drafted by William G. Holt, PLS, RS, SE, 83 West Main Street, Merrimac, MA 01860. In addition, the Grantee shall have the right to enter upon, pass and repass the subject premises in connection with the purposes set forth herein.

Grantor retains the right to use the land within the "Utility Easement" for any and all purposes which Grantor desires, provided that Grantor's use of the subject premises within the "Utility Easement" shall not interfere with the Grantee's easement rights. The rights and easement granted to Grantees herein shall run with the land and shall be binding upon Grantor, Grantor's successors in title, and all parties claiming by, through or under Grantor.

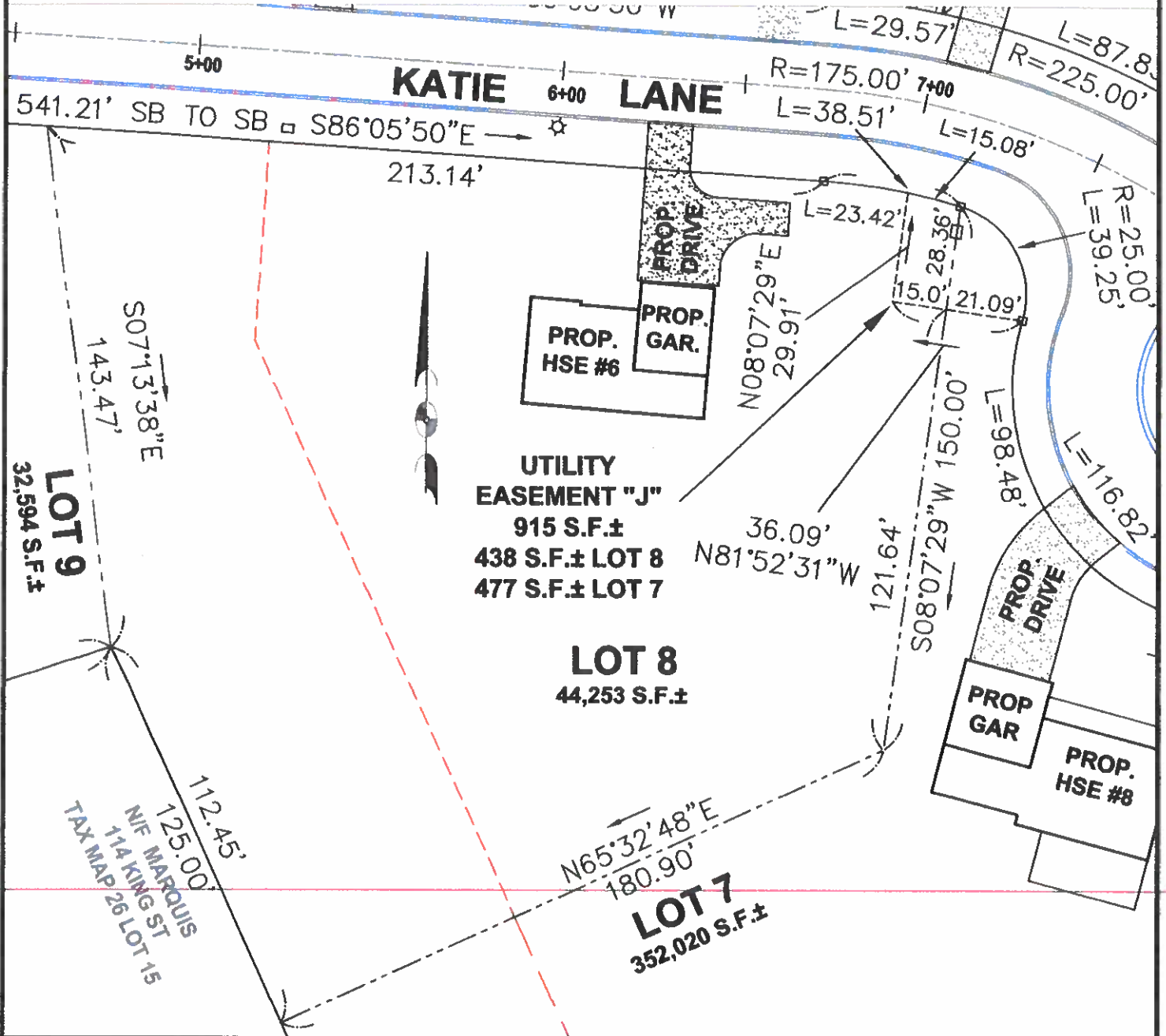
For Grantor's title, see deed recorded with Essex South District Registry of Deeds in Book 40784, Page 512.

[SIGNATURE AND NOTARY ON FOLLOWING PAGE]

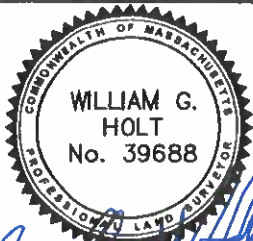
ZONING DISTRICT: R2 (fka RB)  
 REQUIRED FRONTAGE: 150'  
 REQUIRED AREA: 30,000 S.F.  
 REQUIRED YARD SETBACKS:  
 FRONT: 30'  
 SIDE: 15'  
 REAR: 15'

# EXHIBIT "C"

## SKETCH SHOWING PROPOSED EASEMENT



**LOCATION: #6 KATIE LN. (LOT 8) & #8 KATIE LN. (LOT 7)**



LOCATION: GROVELAND, MA 01834  
 DATE: 6/18/23 SCALE: 1"=40'  
 DEED REF: BOOK 37,478 PG 210  
 PLAN REF: PL 406 OF 2020  
 PL BK 465 PL 15  
 BK 40784 PG 513



**WILLIAM G. HOLT**  
 PLS, RS, SE

83 WEST MAIN ST  
 MERRIMAC, MA 01860

TEL: (978) 257-4576  
 E-MAIL: billgholt@aol.com

6/18/2023



WITNESS my hand and seal this \_\_\_\_ day of October, 2023.

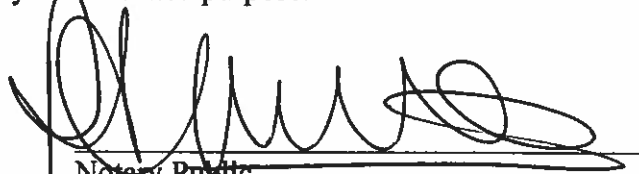
King Meadow Development, LLC

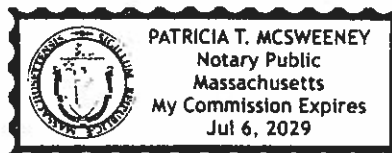
By   
Kevin F. Cunniff, Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

On this 04 day of October, 2023, before me, the undersigned notary public, personally appeared Kevin F. Cunniff, Manager of King Meadow Development, LLC, proved to me through satisfactory evidence of identification, which was IVERSI card, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public  
My Commission Expires:



**ACCEPTANCE BY TOWN OF GROVELAND**

BOARD OF SELECTMEN:

\_\_\_\_\_  
Daniel MacDonald

\_\_\_\_\_  
Kathleen Kastrinelis

\_\_\_\_\_  
Edward Watson

\_\_\_\_\_  
Jason Naves

\_\_\_\_\_  
Mark Parenteau

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

On this \_\_\_\_ day of October, 2023, before me, the undersigned notary public, personally appeared Daniel MacDonald, Kathleen Kastrinelis, Edward Watson, Jason Naves and Mark Parenteau, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Board of Selectmen of the Town of Groveland.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**UTILITY EASEMENT  
8 KATIE LANE, GROVELAND, MASSACHUSETTS**

KNOW ALL MEN BY THESE PRESENTS, that King Meadow Development, LLC, a Massachusetts limited liability company with a mailing address of 211 Seven Star Road, Groveland, Essex County, Massachusetts 01834, hereinafter referred to as "Grantor," for consideration of One Dollar (\$1.00) and other good and valuable consideration paid, grants to the Town of Groveland, acting by and through its Board of Selectmen, hereinafter referred to as "Grantee," a municipal corporation duly established by law and having its principal place of business at 183 Main Street, Groveland, Essex County, Massachusetts 01834, and their successors and assigns forever, with Quitclaim Covenants, the perpetual and exclusive right and easement in, on or under the Grantor's land located at 8 Katie Lane, Groveland, Essex County, Massachusetts, for the Grantee to erect, operate, maintain, repair, replace underground utilities and wires, with any and all necessary cables, wires, anchors, guys, supports and fixtures appurtenant thereto, for the transmission of electricity, as well as any other services or items provided by Grantee, upon, over and across that certain parcel of land at 8 Katie Lane, Groveland, Essex County, Massachusetts, presently owned by the Grantor, such easement hereinafter referred to as the "Utility Easement," all as shown on the attached plan entitled, "Exhibit "D" Sketch Showing Proposed Easement in Groveland, MA for #8 Katie Ln. (Lot 7) Map 26, Lot 13-J," dated June 18, 2023, drafted by William G. Holt, PLS, RS, SE, 83 West Main Street, Merrimac, MA 01860. In addition, the Grantee shall have the right to enter upon, pass and repass the subject premises in connection with the purposes set forth herein.

Grantor retains the right to use the land within the "Utility Easement" for any and all purposes which Grantor desires, provided that Grantor's use of the subject premises within the "Utility Easement" shall not interfere with the Grantee's easement rights. The rights and easement granted to Grantees herein shall run with the land and shall be binding upon Grantor, Grantor's successors in title, and all parties claiming by, through or under Grantor.

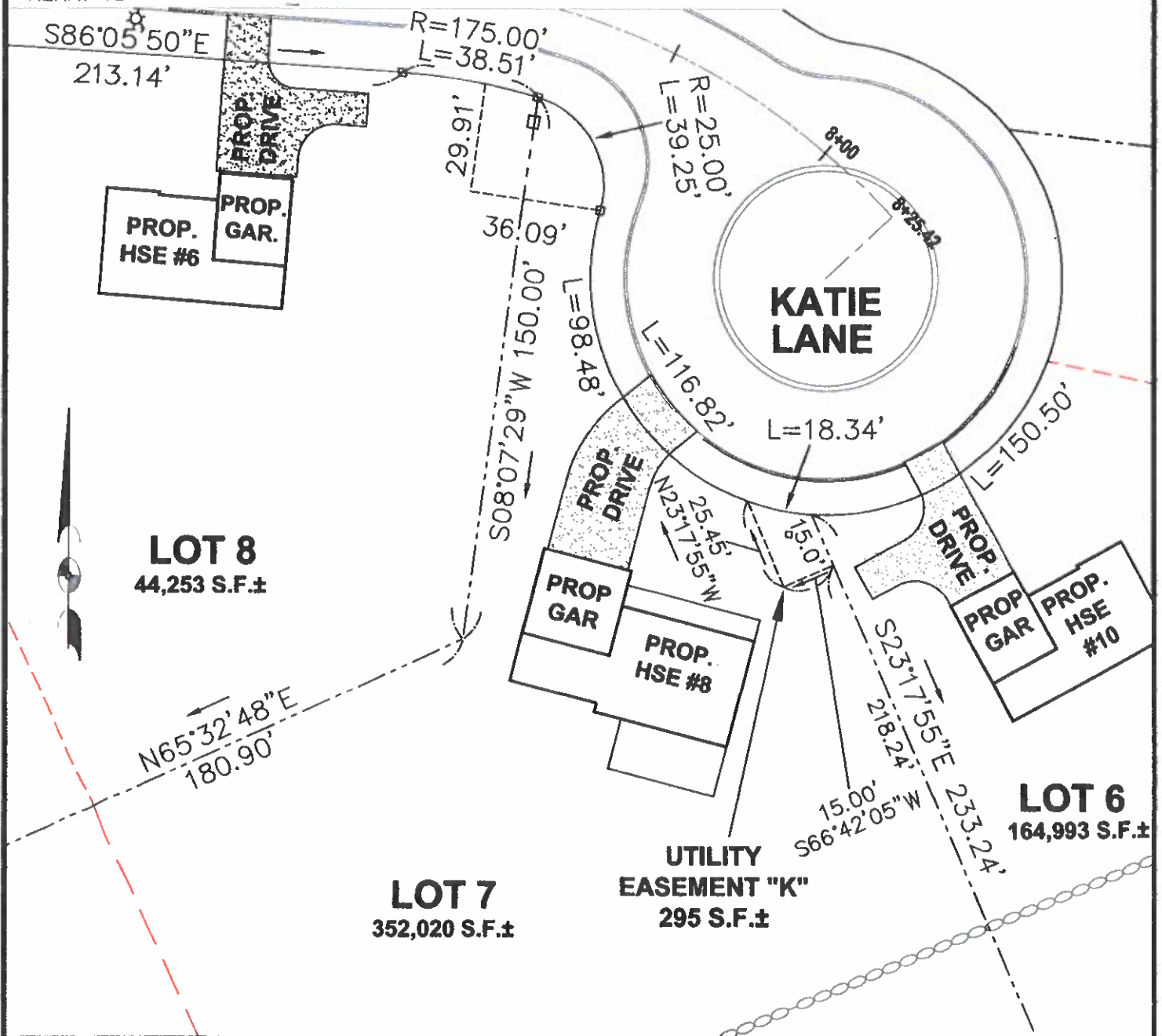
For Grantor's title, see deed recorded with Essex South District Registry of Deeds in Book 40784, Page 512.

[SIGNATURE AND NOTARY ON FOLLOWING PAGE]

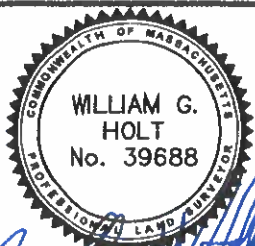
ZONING DISTRICT: R2 (fka RB)  
 REQUIRED FRONTAGE: 150'  
 REQUIRED AREA: 30,000 S.F.  
 REQUIRED YARD SETBACKS:  
 FRONT: 30'  
 SIDE: 15'  
 REAR: 15'

# EXHIBIT "D"

## SKETCH SHOWING PROPOSED EASEMENT



**LOCATION: #8 KATIE LN. (LOT 7) MAP 26 LOT 13-J**



LOCATION: GROVELAND, MA 01834  
 DATE: 6/18/23 SCALE: 1"=40'  
 DEED REF: BOOK 37,478 PG 210  
 PLAN REF: PL 406 OF 2020  
 PL BK 465 PL 15  
 BK 40784 PG 513



**WILLIAM G. HOLT**  
 PLS, RS, SE

83 WEST MAIN ST  
 MERRIMAC, MA 01860

TEL: (978) 257-4576  
 E-MAIL: billgholt@aol.com

6/18/2023



WITNESS my hand and seal this \_\_\_\_ day of October, 2023.

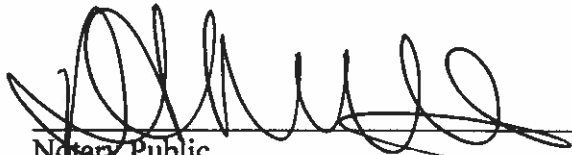
King Meadow Development, LLC

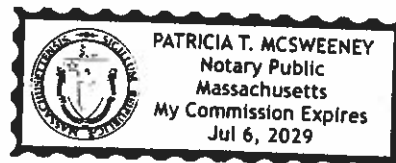
By   
Kevin F. Cunniff, Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

On this 24 day of October, 2023, before me, the undersigned notary public, personally appeared Kevin F. Cunniff, Manager of King Meadow Development, LLC, proved to me through satisfactory evidence of identification, which was Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public  
My Commission Expires:



**ACCEPTANCE BY TOWN OF GROVELAND**

**BOARD OF SELECTMEN:**

\_\_\_\_\_  
Daniel MacDonald

\_\_\_\_\_  
Kathleen Kastrinelis

\_\_\_\_\_  
Edward Watson

\_\_\_\_\_  
Jason Naves

\_\_\_\_\_  
Mark Parenteau

**COMMONWEALTH OF MASSACHUSETTS**

**ESSEX, SS.**

On this \_\_\_\_ day of October, 2023, before me, the undersigned notary public, personally appeared Daniel MacDonald, Kathleen Kastrinelis, Edward Watson, Jason Naves and Mark Parenteau, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Board of Selectmen of the Town of Groveland.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



Town of Groveland  
Budget vs. Actual  
Fiscal Year 2023

	ACTUAL FY21	ACTUAL FY22	BUDGET FY23	ACTUAL FY23	Increase/ Decrease
<b>I. REVENUES</b>					
<b>Property Tax Revenue</b>					
Tax Levy			\$ 15,549,999		
Plus 2.5%			\$ 388,750		
Overrides			\$ -		
New Growth			\$ 133,623		
Debt Exclusion - Town			\$ 310,325		
Debt Exclusion - PRSD			\$ 1,961,695		
Subtotal	\$ 16,290,438	\$ 17,720,748	\$ 18,344,392	\$ 18,129,133	\$ (215,259)
<b>Other Revenue</b>					
Tax Title Collections	\$ 129,949	\$ 193,184	\$ -	\$ 151,503	\$ 151,503
Local Receipts	\$ 1,535,601	\$ 1,688,174	\$ 1,600,220	\$ 1,719,635	\$ 119,415
State Aid	\$ 990,127	\$ 1,100,344	\$ 1,144,115	\$ 1,161,794	\$ 17,679
Other Financing Sources	\$ 190,412	\$ 295,595	\$ 169,695	\$ 192,455	\$ 22,759
Subtotal	\$ 2,846,090	\$ 3,277,297	\$ 2,914,030	\$ 3,225,386	\$ 311,356
<b>Total Revenue</b>	<b>\$ 19,136,528</b>	<b>\$ 20,998,045</b>	<b>\$ 21,258,422</b>	<b>\$ 21,354,519</b>	<b>\$ 96,097</b>
<b>II. EXPENSES</b>					
<b>Town Meeting Appropriated</b>					
General Government	\$ 1,651,065	\$ 1,780,178	\$ 2,046,255	\$ 1,905,306	\$ (140,949)
Public Safety	\$ 2,001,717	\$ 1,944,920	\$ 2,134,432	\$ 2,019,372	\$ (115,060)
School	\$ 11,966,620	\$ 13,145,636	\$ 13,363,679	\$ 13,363,583	\$ (96)
Public Works	\$ 1,455,428	\$ 1,552,194	\$ 1,715,162	\$ 1,674,043	\$ (41,119)
Human Services	\$ 218,165	\$ 224,198	\$ 233,975	\$ 215,204	\$ (18,771)
Library	\$ 268,502	\$ 270,081	\$ 292,210	\$ 282,875	\$ (9,335)
Debt Service	\$ 378,226	\$ 392,617	\$ 386,374	\$ 383,918	\$ (2,456)
Unclassified	\$ 733,196	\$ 802,484	\$ 844,263	\$ 835,515	\$ (8,748)
Subtotal	\$ 18,672,920	\$ 20,112,308	\$ 21,016,350	\$ 20,679,816	\$ (336,535)
	-	-	-	-	
<b>Non-Appropriated</b>					
Non-Appropriated Expenses	\$ 227,381	\$ 221,681	\$ 226,971	\$ 223,706	\$ (3,265)
<b>TOTAL NON-APPROPRIATED</b>	<b>\$ 227,381</b>	<b>\$ 221,681</b>	<b>\$ 226,971</b>	<b>\$ 223,706</b>	<b>\$ (3,265)</b>
<b>TOTAL EXPENSES</b>	<b>\$ 18,900,301</b>	<b>\$ 20,333,989</b>	<b>\$ 21,243,321</b>	<b>\$ 20,903,522</b>	<b>\$ (339,799)</b>
<b>EXCESS/(DEFICIT)</b>	<b>\$ 236,227</b>	<b>\$ 664,056</b>	<b>\$ 15,101</b>	<b>\$ 450,997</b>	<b>\$ 435,896</b>

**Town of Groveland  
Financial Indicators Summary  
Fiscal Year Ending 6/30/2023**

	<b>FY 2023</b>	<b>Goal</b>
<b><u>Collection Rates:</u></b>		
Collection Rate	98.83%	98%
Collection Rate w/ Abatements & Exemptions	99.25%	99%
<b><u>Capital Financing:</u></b>		
Capital Investment Funding Level - with PRSD	14.27%	3-5%
Capital Investment Funding Level - Town of Groveland	3.12%	3-5%
Capital Investment Funding Level - PRSD of Groveland	21.57%	3-5%
<b><u>Town Debt Limits:</u></b>		
Debt Service	12.10%	5-7% Target 10% Limit
Percent of outstanding debt principal to be paid within 10 years	36.47%	50%
Town's Total Debt as of 6/30/2023	2.93%	5%
<b><u>Financial Reserves</u></b>		
Free Cash as a % of Annual GF Budget	2.13%	3-5%
Stabilization as a percent of 6/30/2023 Operating Budget	6.99%	5%
Capital Stabilization as a percent of 6/30/2023 Operating Budget	1.67%	2-4%
Annual appropriation to Capital Stabilization	\$ -	\$100k or 1% of Operating Revenues (FY23 - \$211,600)
Minimal Balance of Capital Stabilization to Achieve - Total Amt of Asset Depreciation	350,021	1,123,480
Water RE as a percent of total budget	39.50%	20%
Sewer RE as a percent of total budget	44.12%	20%
General Fund Reserves as a percent of Annual Operating Budget	10.81%	10-14%
<b><u>OPEB Reserves</u></b>		
OPEB Funding Goal	\$851	\$85k



# Draft Comments on Pentucket Regional School Agreement – For Discussion Purposes

Groveland Board of Selectmen Meeting 09/11/2023 by Kathleen Kastrinelis

## Assumptions:

1. I focused on the PRSD Operating assessment because that is the component of the assessment which must be funded by town revenues and within the proposition 2 ½ percent cap.
2. DESE states that foundation enrollment is a key factor in determining a school district's "foundation budget" and Chapter 70 state education aid.
3. Foundation enrollment is defined as the count of the number of pupils for whom a school district is financially responsible for on October 1 of any given year. This includes:
  - a. Kindergartners whose parents pay tuition for the second half of the day are counted as ½ student.
  - b. Home schooled children are not counted in foundation budget.
  - c. Students who attend Horace Mann charter schools are included.
  - d. Non-resident students of teachers are included.
  - e. Special education students for whom the district pays tuition to private schools, special education collaboratives and state institutions.

## Concerns & Questions:

1. I am unable to confirm the PRSD Enrollment Calculation using the enrollment page included in the PRSD FY24 Budget document. The numbers do not appear to add up as indicated on this document. (See Attachment A).
2. PRSD Enrollment numbers used to allocate the additional operating budget above the minimum required contribution (as determined by DESE), do not tie to Foundation Budget enrollment numbers.
3. A quick analysis determined that if the enrollment percentages were revised to match Foundation Enrollment numbers, Groveland's assessment would be reduced, Merrimac's assessment would be reduced and West Newbury's assessment would be increased. (See Attachment B).
4. Preschool students are listed in the enrollment page (PRSD FY24 budget) and appear to be included in the calculation of enrollment percentages for purposes of allocating the PRSD budget. The Regional Agreement states "In the agreement where "preschool" is mentioned it is done so for future purposes to permit the Regional District School Committee with the approval of all member towns at their respective Town Meetings, at some future date, to include preschool classes. Until such time all preschool expenses shall be on a self-supporting basis, except those excluded by law." (Regional Agreement as amended July 1, 2019; page 2, Section III.D).

# Draft Comments on Pentucket Regional School Agreement – For Discussion Purposes

Groveland Board of Selectmen Meeting 09/11/2023 by Kathleen Kastrinelis

5. The Regional Agreement states that the additional operating budget above the DESE determined minimum contribution “shall be charged to each member Town based upon its percentage of the entire District enrollment calculated to 4 decimal places as of October 1 of the prior Fiscal Year for grades K to 12, including out of District placements, as reported to the Massachusetts Department of Elementary and Secondary Education on the statewide pupil census”. (Regional Agreement as amended July 1, 2019; page 4, Section VII.A.1). This section refers to the numbers as reported to DESE. As the DESE Minimum Required Contribution is based on each member town’s Foundation Enrollment as reported to DESE by PRSD, the Foundation Enrollments as a percentage of total enrollment should be used instead of PRSD doing its own calculation. Foundation Enrollment is very clearly defined by the DESE and the enrollment percentage calculation currently used by PRSD does not appear to be clearly defined in the Regional Agreement nor does it tie to the Foundation Enrollment percentages. (See Attachment C for DESE definition of Foundation Enrollment).
6. PRSD is using enrollment percentages calculated to 5 decimal places and the Regional Agreement states that the enrollment percentages should be calculated to 4 decimal places (thus rounded to 4 decimal places). My analysis could not tie the enrollment percentages to enrollment even using the 5 decimal places shown, so it is likely that the percentages are not being rounded to the correct decimal place before being applied to the budget.
7. Section VIII.A of the Regional Agreement should be revised to reflect that capital projects for which the Town is responsible to pay for shall be defined as costing \$20,000 or more and having a depreciable life of 5 or more years to be in alignment with the Town’s capital planning.
8. Section VIII.A of the Regional Agreement states that “the District shall provide the member towns with a maintenance plan for each of its buildings”, but there is no requirement to provide this plan as part of the budget process so that all three-member towns are fully informed in advance of maintenance costs in the 3 towns’ elementary schools. This information should be included in the budget that is presented and a clear description of maintenance and repairs should be provided broken down for each elementary school.
9. Section VIII.A of the Regional Agreement states that “emergency repair procedures shall be defined by the member Town lease agreement.” This should be considered as an item that should be included in the Regional Agreement since these costs may be borne by the district.



# Draft Comments on Pentucket Regional School Agreement – For Discussion Purposes

Groveland Board of Selectmen Meeting 09/11/2023 by Kathleen Kastrinelis

10. In FY2016 and thereafter, the PRSD School Committee adopted a policy that Excess and Deficiency funds (the equivalent of the town's Free Cash) shall not be used as a revenue source the school budget. Thus, within the school budget, there is a line item that moves E&D funds listed in the revenue section automatically to PRSD stabilization fund. While it is good for the district to maintain a stabilization fund, there is no clear plan for the use of the stabilization fund. A section could be added to the Regional Agreement that requires the PRSD budget to provide an update on the stabilization fund in each budget--- providing a 5-year running total of deposits to the fund and expenditures from the fund. The School Committee could also be asked to revisit their vote in 2016 and perhaps including some flexibility to use E&D funds within the operating budget for one-time costs.
11. Circuit Breaker funds reimburse PRSD for 75% of Special Education costs above a foundation amount. Currently, this reimbursement is included inside the budget as an offset to special education out placement costs. It would improve transparency and understanding of the school budget if this reimbursement were clearly shown with the other sources of revenue. Over the last 5 years, special education expenditures have increased on average 6.58% and special education reimbursement has increased on average 11.66%. It does not appear that special education expenditures are the driving force for the significant increases in Groveland's operating assessment. However, it should be noted that between FY10 and FY18 reimbursement vacillated from 43% to 72%, introducing significant uncertainty into the budget process.



# Attachment A

Review of Pentucket Enrollment Calculation					
Students Educated Outside of Pentucket	Groveland	West Newbury	Merrimac		Total
Home Schooled	14	22	18		
Parochial	16	51	19		
Private	4	21	11		
Choice Out (includes N.S. Vo-Tech)	20	20	28		
River Valley Charter School	9	19	4		
Special Education ODD	14	9	9		
<u>Whittier</u>	<u>35</u>	<u>13</u>	<u>40</u>		
Total	112	155	129		
Total Educated Outside of PRSD (A)*	43	48	41		
*includes Choice out, Charter & Special					
In District Students					
Pentucket High School	Groveland	West Newbury	Merrimac		Choice-in
PG (18-22)	2	1	3		
12	62	44	49		6
11	62	30	50		1
10	63	36	58		2
9	51	34	44		
8	70	60	56		
7	71	33	69		
Total	381	238	329		
Bagnall					
6	50		2		2
5	67		1		1
4	58		1		1
3	63	1			
2	63				
1	79				
Total	380	1	4		
K	62				
Pre-K	35				
Total	97				



1/2 Count	49				
Page					
6		40			
5		41	1		
4		38	1		
3	3	52	3		
2		30			
1	1	39	1		
Total	4	240	6		
K	1	38	1		
Pre-K	4	21	1		
Total	5	59	2		
1/2 Count					
Donahue/Sweetsir					
6	2		60		
5	2		61		
4	2		63		
3	1		59		
2	2	1	52		
1			66		
Total	9	1	361		
K	2	1	66		
Pre-K	3		34		
	5	1	100		
Sub-total 1-6	393	242	371		
Sub-total K-Pre-K	107	60	102		
Total Pre-K - Gr 6	500	302	473		
Total 7-12	381	238	329		
Total All Students	881	540	802		2223
(This does not include PRSD A)	39.63%	24.29%	36.08%		100.00%
PRSD Student Enrollment Calculation as	881	540	802		2223



# Attachment B

New Assessment for Towns .	Change in Assessment (New Calculation minus PRSD Calculation)	
Groveland	11,406,396	-35,862
Merrimac	10,277,947	-25,500
West Newbury	7,933,074	61,362
Total	29,617,417	





**TOWN OF MERRIMAC**  
**OFFICE OF THE SELECT BOARD**  
2-8 School Street, Merrimac, MA 01860  
TEL (978) 346-8862  
E-MAIL [selectmen@townofmerrimac.com](mailto:selectmen@townofmerrimac.com)

August 22, 2023

West Newbury Select Board  
381 Main St.  
West Newbury, MA 01985

Groveland Select Board  
183 Main Street  
Groveland, MA 01834

Dear Honorable Board Members,

The Merrimac Select Board reviewed the proposed amendments to the PRSD Regional Agreement at their regular meeting on August 21, 2023. We agree with the edits presented, but wanted a better understanding of the intent of the language related to Section IV. LOCATION OF SCHOOLS

B. There may shall be not less than one or more elementary school in each member town provided, however, that the towns may decide to share or consolidate elementary schools in the future. Unless and until any such consolidation, students Students in grades PK - 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional "magnet" classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District "Contingency Plan" as approved by the Pentucket Regional School Committee, and as may be amended from time to time.

During discussion, Board Member Gorzynski expressed concern whether this language presented the possibility of eliminating an elementary school in a member town. Dr. Justin Bartholomew was in attendance and offered that he understood it to provide the possibility for two towns to consolidate if they wish. To that end, the Merrimac Select Board would like further clarification on the language and its intent.

Sincerely,

Chris Manni  
Chairman

Benjamin S. Beaulieu

Irina Gorzynski

cc. Carol McLeod  
Rebecca Oldham  
Angus Jennings  
Dr. Justin Bartholomew  
Greg Labrecque  
Julie King





# Town of West Newbury

## Select Board

---

381 Main Street, West Newbury, MA 01985 | 978-363-1100, Ext. 115  
[selectboard@wnewbury.org](mailto:selectboard@wnewbury.org)

TO: Select Board, Town of Groveland  
Select Board, Town of Merrimac  
CC: Carol McLeod; Rebecca Oldham; Angus Jennings  
Justin Bartholomew; Greg Labrecque  
FROM: West Newbury Select Board  
DATE: January 5, 2023  
RE: PRSD Regional Agreement

---

As you know, the Pentucket Regional Agreement at Sec. XIV.C. provides for review of the Agreement every three years. In August 2022, a meeting was held among representatives of the three towns' Select Boards, Finance Committees, and each town's Finance Director/Town Administrator/Manager ("CFOs") to preliminarily discuss ideas for potential changes that could improve our work together as three communities, and with the Pentucket administration.

During the fall, we solicited input and ideas from our Finance Committee, Town Manager, and among our own Select Board members, and held discussions of the Agreement in posted Select Board meetings. Discussions also took place among the CFOs, with the PRSD Superintendent and Business Manager, at their monthly working meetings.

Following on these prior correspondences and meetings, the West Newbury Select Board met in December to formalize its proposed changes to the PRSD Regional Agreement.

The proposed changes on the following pages are offered as suggestions, for consideration by the Groveland and Merrimac Select Boards. If there is agreement among the three towns' Boards to some or all of these proposed amendments, and/or other changes that one or both of your Boards may wish to propose, our goal would be to work together to bring these forward for proposed adoption at the towns' Spring 2023 Town Meetings. Once it becomes clear which changes (if any) would be proposed locally, we would also work with both town counsel and with the office of the DESE Commissioner to ensure that any proposed amendments would pass legal muster and also meet DESE approval.

We appreciate your consideration of these proposals, and look forward to hearing back with your responses. We can jointly determine how and on what schedule we should best proceed. If there is interest, we would be happy to participate in a joint meeting of the Boards; or to designate a member to a working group for this purpose.



## AMENDMENTS PROPOSED BY THE WEST NEWBURY SELECT BOARD TO THE PENTUCKET REGIONAL SCHOOL DISTRICT REGIONAL AGREEMENT

Note: Only those sections of the agreement that the Board is proposing for amendment are included here. Sections not included here are not proposed for amendment. A complete copy of the current PRSD Agreement is appended to this memo, for reference.

---

Proposed deletions in ~~striketrough~~  
Proposed additions in double-underline

### Section IV. LOCATION OF SCHOOLS

- B. There may ~~shall~~ be ~~not less than~~ one or more elementary school in each member town provided, however, that the towns may decide to share or consolidate elementary schools in the future. Unless and until any such consolidation, students ~~Students~~ in grades PK - 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional "magnet" classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District "Contingency Plan" as approved by the Pentucket Regional School Committee, and as may be amended from time to time.

### Section VI. DEFINITIONS

The budget for construction and operation of the District's Schools including payments of principal and interest on bonds and other evidence of indebtedness issued by the District shall be apportioned to the member towns subject to the following definitions:

#### A. Budget

As defined by this document, the budget is the amount of dollars voted by the Regional District School Committee to finance the District schools to be paid from the general revenues of the Regional School District. The budget shall be comprised of two parts: operating costs and debt service, each as herein defined.

1. DEBT SERVICE and CAPITAL COSTS include all costs that are used for payment of principal and interest on bonds or other obligations issued by the District. Capital projects shall be defined as costing not less than \$20,000 ~~\$10,000~~ and having a depreciable life of not less than 5 years.
2. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.



## Section VIII. RESPONSIBILITY FOR ADDITIONS, MAJOR REPLACEMENTS AND MAINTENANCE OF SECONDARY AND ELEMENTARY SCHOOLS

- A. The District shall develop a 5 year capital plan for each building that will be provided to each member town, including any new or updated projects and cost estimates, each year by October January 15<sup>th</sup>. This plan shall include; item descriptions, estimated costs, and the projected depreciable life. Capital projects shall be defined as costing not less than \$20,000 \$10,000 and having a depreciable life of not less than 5 years. Capital projects shall be scheduled and approved by the member Town. Emergency repair procedures shall be defined by the member Town lease agreement.

In addition, on or before January 15<sup>th</sup> of each year, the District shall provide the member towns with a maintenance plan for the following budget year for each of its buildings. The District shall include a line item in its budget to fully fund this plan. As part of its closeout of the fiscal year, on or around September 1<sup>st</sup> of each year, a ~~A~~ year end maintenance report covering the preceding fiscal year shall be provided to the member towns identifying the cost of all maintenance performed.

## Section XII. BUDGET

There shall be a Regional Finance Advisory Committee ("Advisory Committee"), comprised of the following: one Select Board member from each member town annually appointed by each member town Select Board; the Finance Director, or person holding such position by whichever title it may be known, from each member town; one Finance Committee member from each member town annually appointed by each member town Finance Committee; the Regional District School Committee Chair, or his/her designee; and the District Superintendent and/or Business Manager. The ~~Regional~~ Advisory Committee will meet, from time to time, ~~with the Regional District School Committee Chair, the Superintendent and/or Business Manager~~ to discuss matters that may impact the District and/or the towns, including budget calendars and timelines, content and detail of budgets, revenue estimates and other revenue matters, capital budget items and use of Excess and Deficiency funds. The chairmanship of the Advisory Committee shall rotate annually among the designated Select Board members from each of the towns. The Committee shall prepare reports to be read into the School Committee minutes.

- A. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
1. The budget process shall be initiated annually in December and shall provide an opportunity for the Select Board ~~Selectmen~~ and Finance Committee of each member town to have input into its preparation. The Regional District School Committee shall complete its proposed budget for the ensuing year, and said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Select Board ~~Selectmen~~, Finance Directors, and Finance Committee members of each member town. The



Advisory Committee shall convene two meetings during the budget process, including an initial meeting in late January; and an additional meeting in March, prior to the School Committee's vote on the proposed budget. Additionally, upon request of the Finance Committee and/or the Select Board of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Select Board for the purpose of discussing the proposed budget.

2. The proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all three towns. Said hearing shall be held at least ten (10) days prior to final adoption of the proposed budget. ~~Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget.~~ Said proposed budget shall be submitted in the template approved by the School Committee, itemized at least as follows: central administration; expenses of instruction; transportation; operation of school plant; maintenance of school plant; and outlay, debt and interest charges; ~~the last named to specify all items costing \$1,000.00 or more.~~ All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five years shall be included. The Chair of any member Select Board ~~of Selectmen~~ or Finance Committee may request further information.



PENTUCKET REGIONAL SCHOOL DISTRICT  
REGIONAL AGREEMENT

PreK-12 REGIONAL AGREEMENT OF APRIL 30, 1993  
AS AMENDED JULY 1, 1997, JULY 1, 1998, JULY 1, 1999, JULY 1, 2005,  
JULY 1, 2006, JULY 1, 2012, JULY 1, 2014, AND JULY 1, 2019

For a Regional School District for the Towns of Groveland, Merrimac, and West Newbury, towns in the Commonwealth of Massachusetts hereinafter referred to as member towns.

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. The Regional District School Committee shall consist of nine members, three from each member town, who shall be elected by the voters of that town. Each member so elected shall serve a three year term. In the event that a town or towns separate from the Regional School District at the elementary level as stated in Section X, the three (3) elected members from said town or towns shall constitute the elementary school committee as well as represent their town at the regional level.
- B. Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Board of Selectmen and the remaining School Committee members from the town where the vacancy occurs. Such replacement shall serve until the next annual town election.
- C. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Regional District School Committee shall fix the time and place for its regular meetings for the new term, provide for the calling of special meetings upon notice to all its members, and appoint appropriate sub-committees and other officers.
- D. The Chairmanship, Vice Chairmanship and Secretary positions shall be revolving with one position being from each town. No Town shall hold more than one office.

Section II. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business at regular meetings shall consist of a simple majority of its members and special meetings shall require not less than two members from each of the towns.
- B. On all issues requiring a vote of the Regional District School Committee, each member's vote will be weighted according to the respective town's population



based on the most recent decennial Federal census data, calculated out to two decimal places, and remain as such until the next official Federal census.

- C. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town shall require that two of the three members of the Regional District School Committee from the town in which the affected elementary school is located vote in support of that action. In order, however, for a school to be closed in any member town where there is more than one elementary school, all three committee members from the affected town are required to vote in favor of the proposed closure after a public hearing is held in the affected town.

### Section III. TYPE OF SCHOOL

- A. The Regional School District shall include all grades from PK – 12.
- B. The secondary schools shall serve students in grades 6 or 7 – 12.
- C. The elementary schools shall serve students in grades PK – 5 or 6.
- D. In the agreement where “preschool” is mentioned it is done so for future purposes to permit the Regional District School Committee with the approval of all member towns at their respective Town Meetings, at some future date, to include preschool classes. Until such time all preschool expenses shall be on a self supporting basis, except those excluded by law.

### Section IV. LOCATION OF SCHOOLS

- A. The Regional District secondary school buildings shall be located on sites owned by the District.
- B. There shall be not less than one elementary school in each member town. Students in grades PK – 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional “magnet” classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District “Contingency Plan” as approved by the Pentucket Regional School Committee, and as may be amended from time to time.
- C. Each member town shall retain ownership of all elementary school buildings and related grounds, including any new elementary school buildings constructed in the future. Each member town shall lease each elementary school building and related grounds to the Pentucket Regional School District for the sum of one dollar. Each lease shall be for a term not greater than the term permitted by either general or special State law. The initial term of each lease shall commence



on the date that the Regional District School Committee assumes jurisdiction over the pupils in grades PK-12 or as otherwise provided in such lease. Each lease may contain provisions for an extension of the lease term at the option of the Regional District School Committee. Responsibilities for maintenance of elementary school buildings shall be uniform across all District elementary school leases. A lease shall not prevent the use of the elementary school buildings or premises by the respective owner towns with the approval of the School Committee, which shall not withhold such approval unless educationally necessary. If permitted by either general or special State law, a lease may provide that it shall terminate and the leased property shall revert to the member town if the town should no longer be a member of the Pentucket Regional School District or if the Regional District School Committee should determine that the land, with the building and other improvements thereon, is no longer needed for the educational program of the District. Each lease may include such other terms as may be agreed upon by the Board of Selectmen of a member town and the Regional District School Committee. A lease shall be executed by the Board of Selectmen on behalf of the member town and the Regional District School Committee on behalf of the District.

- D. Said requirements to lease land and buildings shall not include portions of land and buildings already under separate lease at the time of the effective date of this agreement until such time as the existing lease terms expire.
- E. Payments from present leases and future leases shall be paid to the Regional School District in accordance with the lease agreement by and between the District and the Town.
- F. When necessary to implement due to an emergency as described in Section IV (B), the Pentucket Regional School District "Contingency Plan" will be in place for not more than one year, or until all towns have convened a special town meeting for the purpose of reviewing any amendments as may be proposed to the Regional Agreement, whichever comes first.

## Section V. TRANSPORTATION

Transportation shall be provided by the Regional School District. The Regional District School Committee shall set District transportation policy.

## Section VI. DEFINITIONS

The budget for construction and operation of the District's Schools including payments of principal and interest on bonds and other evidence of indebtedness issued by the District shall be apportioned to the member towns subject to the following definitions:



## A. Budget

As defined by this document, the budget is the amount of dollars voted by the Regional District School Committee to finance the District schools to be paid from the general revenues of the Regional School District.

The budget shall be comprised of two parts: operating costs and debt service, each as herein defined.

1. DEBT SERVICE and CAPITAL COSTS include all costs that are used for payment of principal and interest on bonds or other obligations issued by the District. Capital projects shall be defined as costing not less than \$10,000 and having a depreciable life of not less than 5 years.
2. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.

## Section VII. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

### A. All operating costs shall be assessed to the three towns on the basis of M.G.L. Chapter 71, Section 16B.

1. The district assessment will be calculated and reported to the member towns by using the two – step method. The District shall list all general fund revenues, including but not limited to Chapter 70 and Transportation Aid, and reduce the member assessment as it relates to the approved operating budget by said amount. The remaining member assessments shall be calculated by charging each member Town its net minimum spending amount as approved by the Department of Elementary and Secondary Education for the Fiscal Year being assessed. Should the requested member assessments exceed the net minimum spending required then the remaining amount shall be charged to each member Town based upon its percentage of the entire District enrollment calculated to 4 decimal places as of October 1 of the prior Fiscal Year for grades K to 12, including out of District placements, as reported to the Massachusetts Department of Elementary and Secondary Education on the statewide pupil census. All Debt Service and Capital Costs not associated directly to one member community's Elementary School(s) shall be allocated and assessed annually using the calculation stated above for any amount over the net minimum spending requirement.
2. Should all member Towns agree on an alternative method of assessment the District shall be notified in writing by each member community's Board of Selectmen Chair on the agreed procedure on or before March 1 of the year



prior to the Fiscal year budget start date. If the per pupil method of assessment is chosen then the calculation shall be the same as the amount over net minimum spending stated in Part 1 of this section.

- B. Debt Service, incurred by the District for an elementary school building of a member town, less applicable Chapter 70B MSBA aid, shall be assessed to the member town in which the elementary school is located.
- C. The payment of the assessed share of operating costs and debt service by each member town, as computed by the Regional District School Committee according to the methods specified in Sections VI, and VII, shall be made by each member town's Treasurer by check payable to the Regional School District in twelve equal installments by the fifteenth of each month.

#### Section VIII. RESPONSIBILITY FOR ADDITIONS, MAJOR REPLACEMENTS AND MAINTENANCE OF SECONDARY AND ELEMENTARY SCHOOLS

- A. The District shall develop a 5 year capital plan for each building that will be provided to each member town by January 15<sup>th</sup>. This plan shall include; item descriptions, estimated costs, and the projected depreciable life. Capital projects shall be defined as costing not less than \$10,000 and having a depreciable life of not less than 5 years. Capital projects shall be scheduled and approved by the member Town. Emergency repair procedures shall be defined by the member Town lease agreement.

In addition, the District shall provide the member towns with a maintenance plan for each of its buildings. The District shall include a line item in its budget to fully fund this plan. A year end maintenance report shall be provided to the member towns identifying the cost of all maintenance performed.

- B. Each member town shall be responsible for payment of costs associated with the construction of new buildings, renovations, or making extraordinary repairs to the elementary school building/s located in that member town so long as they meet the requirements of a capital project as described in VIII A.
- C. The costs of on-going maintenance for those items not included in paragraph VIII B. for the elementary schools and all costs for the secondary schools shall be borne by the Regional School District.

#### Section IX. ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted by each member town in accordance with Section XIV and complying with the provision therein contained,



any other town or towns may be admitted to the Regional School District upon adoption as herein provided of such amendment and upon acceptance of the agreement as so amended, and also upon compliance with the provision of law as may be applicable and such terms as may be set forth in such amendment.

A new member may be admitted to the Regional School District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission until July 1 of a subsequent fiscal year.

#### Section X. WITHDRAWAL OF MEMBER TOWNS FROM THE REGIONAL SCHOOL DISTRICT

- A. Any town withdrawing from the District must first pay all its share of total debt and current operating expenses. All withdrawals are subject to the approval of the Commissioner of Elementary and Secondary Education and must be approved by two thirds of the member Towns.

Any member town may withdraw from the regional school district in total or at the elementary level if accepted by a majority vote of the voters present and voting on the question at its Annual Town meeting called for the purpose, such withdrawal to become effective on June 30<sup>th</sup> of the year named in the question, provided: (1) that in pursuance of such vote, the withdrawing town gives the regional school district at least one years written notice of its intention to withdraw, (2) that the said town has paid over to the District any costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town.

#### Section XI. ANNUAL REPORT

- A. The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the secondary schools and each elementary school as may be deemed necessary by the Regional District Committee or by the Selectmen and/or the Finance Committee of any member town. This report shall contain a detailed listing of salaries by individual employee.



## Section XII. BUDGET

The Regional Advisory Committee will meet, from time to time, with the Regional District School Committee Chair, the Superintendent and/or Business Manager to discuss matters that may impact the District and/or the towns, including budget calendars and timelines, content and detail of budgets, revenue estimates and other revenue matters, capital budget items and use of Excess and Deficiency funds. The Committee shall prepare reports to be read into the School Committee minutes.

- A. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
  1. The budget process shall be initiated annually in December and shall provide an opportunity for the Selectmen and Finance Committee of each member town to have input into its preparation. The Regional District School Committee shall complete its proposed budget for the ensuing year, and said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen, Finance Directors and Finance Committee members of each member town.
  2. The proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all three towns. Said hearing shall be held at least ten (10) days prior to final adoption of the proposed budget. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be submitted in the template approved by the School Committee, itemized at least as follows: central administration; expenses of instruction; transportation; operation of school plant; maintenance of school plant; outlay, debt and interest charges; the last named to specify all items costing \$1,000.00 or more. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five years shall be included. The Chair of any member Board of Selectmen or Finance Committee may request further information.
  3. 45 days prior to the date of the earliest member Annual Town Meeting the Regional District School Committee shall adopt by a two-thirds vote of all its members a budget with such changes as may have resulted from conferences and an open hearing. This budget shall be presented in two parts as outlined in the attached template (Exhibit A). No later than 30 days from the date of the approval vote, but within 10 days if possible, the



Treasurer of the District shall certify to the Treasurer of each member town its assessed share of such budget.

4. The budget and assessment shall be so constructed as to show debt service, capital and operating costs. It shall also list all general fund revenue used to reduce member assessments as described in VII. A. This budget should also identify the costs of any programs not uniformly offered at all District elementary schools.
5. Budget approval will be in accordance with M.G.L. Chapter 71, Section 16B.
6. If, in the opinion of the Board of Selectmen and/or Finance Committee of any of the towns, the Regional School District budget will not fit the budgetary capabilities of their town, they can request of the Regional District School Committee a special meeting to discuss the budget.

This meeting shall be called within seven (7) days of the presentation of the budget to the member towns.

The meeting shall be attended by six members of the Regional District School Committee (two members from each member town), as well as two representatives of the Board of Selectmen and two representatives of the Finance Committee from each member town.

The purpose of this meeting will be to discuss the ability of the town or towns to meet the financial obligation brought forth by their assessment of the submitted Regional School District budget.

The charge of this group will be to recommend to the Regional District School Committee a reduced budget that least affects the educational integrity of the District and meets the financial capabilities of the town(s).

7. If a member town fails to hold a meeting within forty-five (45) days from the date on which an amended assessment was adopted by the Regional District School Committee, the member town shall be deemed to have voted affirmatively regardless of whether the town had previously approved an amount equal to or greater than the revised assessment. No action by the town constitutes approval.

### Section XIII. INCURRING OF DEBT

- A. The Regional District School Committee shall have authority to develop plans for District schools. According to Chapter 71, S.16d. the Regional District School Committee shall not incur any debt for the school until the expiration of sixty (60)



days from the date said debt is authorized by the Regional District School Committee. Prior to the expiration of said period each member town will be notified of the intent to incur debt. Each member town which would bear a financial responsibility for the debt through the assessment of all or a portion of the principal and interest on such debt shall hold a Town Meeting for the purpose of expressing approval or disapproval of the amount of debt authorized by the Regional District School Committee by a majority of voters present and voting on the question. If the debt is disapproved by any member town, the debt shall not be incurred, and the Regional District School Committee shall then prepare an alternative proposal and a new or revised authorization to incur debt. The only exception to the restrictions in this paragraph shall be the incurring of debt in anticipation of revenues.

- B. In the event that a member town should determine, prior to the issuance by the District of long term indebtedness to finance a Capital Cost, to make an upfront cash contribution to pay all of its allocable share of such Capital Cost, then the total borrowing authorized to pay costs of such Capital Cost shall be reduced by the amount of such upfront cash contribution. A member town's share of Capital Costs for purposes of this section shall be determined in the same manner as used in determining the allocation of Capital Costs for the fiscal year in which the District's borrowing for a particular Capital Cost is authorized.

When a member town has paid its entire share of such Capital Cost, then such member town shall not be assessed for any portion of Debt Service incurred by the District to finance the balance of such Capital Cost. Then, notwithstanding the provisions of Section VII(A) to the contrary, Debt Service on the amount to be borrowed shall be assessed upon the member town or towns that did not determine to make an upfront cash contribution on account of such Capital Cost, as if the District's total enrollment consisted solely of the students from the noncontributing town or towns.

Any upfront cash contribution on account of a Capital Cost shall be paid to the District prior to the issuance of long term bonds by the District to finance such capital cost.

#### Section XIV. AMENDMENTS

- A. Amendments to the agreement must receive a majority vote of approval by each member town at a Town Meeting. Amendments may be initiated by the Regional District School Committee or by the Board of Selectmen of any one of the member towns.
- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding or the rights of the District to procure the means for payment thereof.




C. This agreement shall be reviewed every three years by a group comprised of the Chief Financial Officer of each town (or person holding such position by whichever title it may be known), the PRSD Business Manager, and the PRSD Superintendent, who will jointly make recommendations for changes to the member Town's Board of Selectmen. Each town's Chief Financial Officer shall participate on behalf of their respective Board of Selectmen, and shall be responsible to keep their Board apprised of communications and related meetings, and to provide their respective Board regular opportunities to initiate any potential amendments to this agreement or respond to any amendments as may be initiated by others. At any time the Towns may also appoint a task force to review the Regional Agreement. This task force will be made up of a member from each Town's Board of Selectmen, the member town's Finance Directors, the Chairman of the School Committee, the Superintendent and a citizen from each member town.

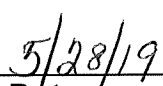
D. All amendments are subject to the approval of the Commissioner of Elementary and Secondary Education.


#### Section XV. SEVERABILITY OF SECTIONS

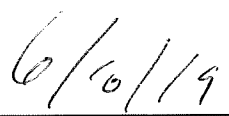
According to Chapter 71.S.16I., in the event that any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.


#### Approval Signatures


  
\_\_\_\_\_  
**Chair, Groveland Board of Selectmen**  
Duly authorized

  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Chair, Merrimac Board of Selectmen**  
Duly authorized

  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Chair, West Newbury Board of Selectmen**  
Duly authorized

  
\_\_\_\_\_  
**Date**



PENTUCKET REGIONAL SCHOOL DISTRICT  
REGIONAL AGREEMENT

PreK-12 REGIONAL AGREEMENT OF APRIL 30, 1993  
AS AMENDED JULY 1, 1997, JULY 1, 1998, JULY 1, 1999, JULY 1, 2005,  
JULY 1, 2006, JULY 1, 2012, JULY 1, 2014, AND JULY 1, 2019

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based on the most recent decennial Federal census data, calculated out to two decimal places, and remain as such until the next official Federal census.

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- D. Said requirements to lease land and buildings shall not include portions of land and buildings already under separate lease at the time of the effective date of this agreement until such time as the existing lease terms expire.
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- F. When necessary to implement due to an emergency as described in Section IV (B), the Pentucket Regional School District "Contingency Plan" will be in place for not more than one year, or until all towns have convened a special town meeting for the purpose of reviewing any amendments as may be proposed to the Regional Agreement, whichever comes first.

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- A. The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the secondary schools and each elementary school as may be deemed necessary by the Regional District Committee or by the Selectmen and/or the Finance Committee of any member town. This report shall contain a detailed listing of salaries by individual employee.



## Section XII. BUDGET

The Regional Advisory Committee will meet, from time to time, with the Regional District School Committee Chair, the Superintendent and/or Business Manager to discuss matters that may impact the District and/or the towns, including budget calendars and timelines, content and detail of budgets, revenue estimates and other revenue matters, capital budget items and use of Excess and Deficiency funds. The Committee shall prepare reports to be read into the School Committee minutes.

- A. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
  1. The budget process shall be initiated annually in December and shall provide an opportunity for the Selectmen and Finance Committee of each member town to have input into its preparation. The Regional District School Committee shall complete its proposed budget for the ensuing year, and said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen, Finance Directors and Finance Committee members of each member town.
  2. The proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all three towns. Said hearing shall be held at least ten (10) days prior to final adoption of the proposed budget. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be submitted in the template approved by the School Committee, itemized at least as follows: central administration; expenses of instruction; transportation; operation of school plant; maintenance of school plant; outlay, debt and interest charges; the last named to specify all items costing \$1,000.00 or more. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five years shall be included. The Chair of any member Board of Selectmen or Finance Committee may request further information.
  3. 45 days prior to the date of the earliest member Annual Town Meeting the Regional District School Committee shall adopt by a two-thirds vote of all its members a budget with such changes as may have resulted from conferences and an open hearing. This budget shall be presented in two parts as outlined in the attached template (Exhibit A). No later than 30 days from the date of the approval vote, but within 10 days if possible, the



Treasurer of the District shall certify to the Treasurer of each member town its assessed share of such budget.

4. The budget and assessment shall be so constructed as to show debt service, capital and operating costs. It shall also list all general fund revenue used to reduce member assessments as described in VII. A. This budget should also identify the costs of any programs not uniformly offered at all District elementary schools.
5. Budget approval will be in accordance with M.G.L. Chapter 71, Section 16B.
6. If, in the opinion of the Board of Selectmen and/or Finance Committee of any of the towns, the Regional School District budget will not fit the budgetary capabilities of their town, they can request of the Regional District School Committee a special meeting to discuss the budget.

This meeting shall be called within seven (7) days of the presentation of the budget to the member towns.

The meeting shall be attended by six members of the Regional District School Committee (two members from each member town), as well as two representatives of the Board of Selectmen and two representatives of the Finance Committee from each member town.

The purpose of this meeting will be to discuss the ability of the town or towns to meet the financial obligation brought forth by their assessment of the submitted Regional School District budget.

The charge of this group will be to recommend to the Regional District School Committee a reduced budget that least affects the educational integrity of the District and meets the financial capabilities of the town(s).

7. If a member town fails to hold a meeting within forty-five (45) days from the date on which an amended assessment was adopted by the Regional District School Committee, the member town shall be deemed to have voted affirmatively regardless of whether the town had previously approved an amount equal to or greater than the revised assessment. No action by the town constitutes approval.

### Section XIII. INCURRING OF DEBT

- A. The Regional District School Committee shall have authority to develop plans for District schools. According to Chapter 71, S.16d. the Regional District School Committee shall not incur any debt for the school until the expiration of sixty (60)



days from the date said debt is authorized by the Regional District School Committee. Prior to the expiration of said period each member town will be notified of the intent to incur debt. Each member town which would bear a financial responsibility for the debt through the assessment of all or a portion of the principal and interest on such debt shall hold a Town Meeting for the purpose of expressing approval or disapproval of the amount of debt authorized by the Regional District School Committee by a majority of voters present and voting on the question. If the debt is disapproved by any member town, the debt shall not be incurred, and the Regional District School Committee shall then prepare an alternative proposal and a new or revised authorization to incur debt. The only exception to the restrictions in this paragraph shall be the incurring of debt in anticipation of revenues.

- B. In the event that a member town should determine, prior to the issuance by the District of long term indebtedness to finance a Capital Cost, to make an upfront cash contribution to pay all of its allocable share of such Capital Cost, then the total borrowing authorized to pay costs of such Capital Cost shall be reduced by the amount of such upfront cash contribution. A member town's share of Capital Costs for purposes of this section shall be determined in the same manner as used in determining the allocation of Capital Costs for the fiscal year in which the District's borrowing for a particular Capital Cost is authorized.

When a member town has paid its entire share of such Capital Cost, then such member town shall not be assessed for any portion of Debt Service incurred by the District to finance the balance of such Capital Cost. Then, notwithstanding the provisions of Section VII(A) to the contrary, Debt Service on the amount to be borrowed shall be assessed upon the member town or towns that did not determine to make an upfront cash contribution on account of such Capital Cost, as if the District's total enrollment consisted solely of the students from the noncontributing town or towns.

Any upfront cash contribution on account of a Capital Cost shall be paid to the District prior to the issuance of long term bonds by the District to finance such capital cost.

#### Section XIV. AMENDMENTS

- A. Amendments to the agreement must receive a majority vote of approval by each member town at a Town Meeting. Amendments may be initiated by the Regional District School Committee or by the Board of Selectmen of any one of the member towns.
- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding or the rights of the District to procure the means for payment thereof.


C. This agreement shall be reviewed every three years by a group comprised of the Chief Financial Officer of each town (or person holding such position by whichever title it may be known), the PRSD Business Manager, and the PRSD Superintendent, who will jointly make recommendations for changes to the member Town's Board of Selectmen. Each town's Chief Financial Officer shall participate on behalf of their respective Board of Selectmen, and shall be responsible to keep their Board apprised of communications and related meetings, and to provide their respective Board regular opportunities to initiate any potential amendments to this agreement or respond to any amendments as may be initiated by others. At any time the Towns may also appoint a task force to review the Regional Agreement. This task force will be made up of a member from each Town's Board of Selectmen, the member town's Finance Directors, the Chairman of the School Committee, the Superintendent and a citizen from each member town.

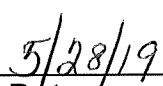
D. All amendments are subject to the approval of the Commissioner of Elementary and Secondary Education.


#### Section XV. SEVERABILITY OF SECTIONS

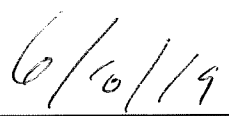
According to Chapter 71.S.16I., in the event that any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.


#### Approval Signatures


  
\_\_\_\_\_  
**Chair, Groveland Board of Selectmen**  
Duly authorized

  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Chair, Merrimac Board of Selectmen**  
Duly authorized

  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Chair, West Newbury Board of Selectmen**  
Duly authorized

  
\_\_\_\_\_  
**Date**





**TOWN OF GROVELAND**  
**ECONOMIC DEVELOPMENT**  
**PLANNING & CONSERVATION DEPARTMENT**

*183 Main Street  
Groveland, MA 01834  
(978) 556-7214*

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October 31, 2023

Rebecca Oldham  
Town Administrator  
Town of Groveland

**RE: Planning Board Nomination for the Economic Development Committee**

Ms. Oldham,

Please find this letter as notification that the Planning Board voted at their meeting on October 30, 2023, to nominate DJ McNulty as their representative to the Economic Development Committee. Their hope is that the Board of Selectmen will then appoint him to the Economic Development Committee at their next regularly scheduled meeting.

If you have any questions, please do not hesitate to reach out.

Sincerely,

Annie Schindler  
Town Planner | Conservation Agent



**Town of Groveland**  
**Office of the Town Administrator**  
183 Main Street  
Groveland, Massachusetts 01834



November 1, 2023

Shawn Greene  
47 Uptack Road  
Groveland, MA 01834  
[Sgreene650@gmail.com](mailto:Sgreene650@gmail.com)

Dear Shawn,

Please consider this letter as an offer of appointment to the position of Senior Laborer/Operator/Driver for the Town of Groveland. This appointment is contingent upon a majority affirmative vote of the Board of Selectmen. The position is for 40 hours per week at \$27.81/hour.

Please be advised, the first six (6) months of employment are considered a probationary period for employees. This period is intended to provide a reasonable time period during which the employee can demonstrate the ability to perform the duties of the position.

We believe you would be a wonderful asset working in this position and hope you will accept our offer. I plan to place your appointment on the Board of Selectmen's agenda for November 6, 2023 for a start date of November 7, 2023.

If this offer of employment is acceptable to you, please sign a copy of this letter and return to me within 5 business days.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

*Rebecca Oldham*

Rebecca Oldham

Accepted Signature:

Printed Name:

Date:

*Shawn*  
*Shawn A. Greene*  
*Nov 1, 2023*



Robert Valentine  
Fire Chief  
Groveland Fire Department  
181 Main Street  
Groveland, MA 01834

October 24, 2023

Dear Chief Valentine,

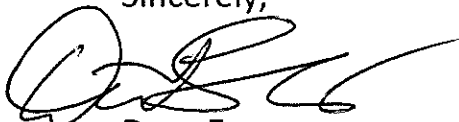
Please accept my resignation effective November 16, 2023. I have accepted the position as the new Fire Chief for the Town of Newbury, MA.

My decision to leave the Groveland Fire Department came after some difficult, yet careful consideration. I have very much enjoyed my work, as well as the officers, members, administration, and the Town Officials over the past eight plus years as a member of the department, the last three as the Full-Time Lieutenant. However, I feel this is a once in a lifetime opportunity for myself and my family.

I can't thank you enough for the opportunities over the past few years. You and the rest of the Department have given me a wonderful opportunity, personally and professionally. I would like to sincerely thank you for the opportunity, the leadership and guidance you have provided me over these years.

If there is anything I can do to make the transition easier, please let me know.

Sincerely,



Dave Evans

**From:** [Robert Valentine](#)  
**To:** [Rebecca Oldham](#)  
**Subject:** Live fire training  
**Date:** Monday, October 30, 2023 4:46:29 PM

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Afternoon Rebecca,

The Groveland Fire Department will be hosting live burn training sessions on Saturday November 18<sup>th</sup> and Sunday November 19<sup>th</sup> at 150 Center Street, (Strawberry Field), from 8:00 AM until 4:00 PM. These training sessions will be done through the Massachusetts Fire Academy, utilizing their burn trailer. I would like to cordially invite you and any member of the Board of Selectmen to stop by and witness this extremely important training session. If you or a board member does stop by, I can arrange a tour of the training trailer. Could you please pass this information onto the board. I will be in attendance for both training sessions all day both days, so if you or a board member does choose to stop by, I will be available to answer any questions they may have.

If you need any further information or have any questions, please feel free to contact me.

Thank You

Chief Valentine

Robert E. Valentine, Fire Chief  
Groveland Fire Department  
181 Main Street  
Groveland MA 01834  
(978)-971-1009



**From:** [Bartholomew, Justin](#)  
**To:** [Carol McLeod - Finance](#); [Rebecca Oldham](#); [Town Manager](#)  
**Cc:** [Marianne Naffah](#); [Jonathan Seymour](#); [Greg Labrecque](#); [Suzanne Wallace](#); [Christopher Markuns](#)  
**Subject:** Invitation: State of the Schools/Regional Agreement 11/6 @ 6PM  
**Date:** Thursday, October 12, 2023 11:35:02 AM  
**Attachments:** [Memo to Pentucket towns with proposed markups to PRSD Regional Agreement - 1-5-23.pdf](#)

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Good Morning Carol, Rebecca, and Angus,

Per our conversation yesterday, PRSD is going to set aside the Business portion of our 11/7 meeting for a "State of the School District" report as well as providing the three Towns' BoS and the SC to discuss potential changes to the Regional Agreement. Additionally, I know we are always interested in your FinComs being "looped in," so if you would let them know about this event, that would be greatly appreciated! As was the case when the last Regional Agreement took place, the panel will consist of the three Towns' BoS and the SC.

This will take place in the MSHS at 6PM on Tuesday, November 7th. I will let you know about the room location once we know # of attendees. Based on feedback from last year, the auditorium may not be the best option as it was difficult for some people to hear. So, we may utilize a double classroom space.

*I would greatly appreciate it if you would invite your Boards of Selectmen to attend as at least half of the meeting will allow for conversations between all three Towns in regards to the Regional Agreement. All BoS being there would be optimal so everyone hear's the perspectives and can provide input or ask questions as needed.*

There are essentially 3 areas proposed for changes in addition to other wordsmithing:

1. Section VI A1 & Section VII A - Increasing the capital threshold from \$10,000 to \$20,000
2. Section IV - Removing the "shall" requirement for a town to have their own elementary school
3. Section XII - Budget - creation/clarification of an Advisory Committee

I have attached the Memo from Angus Jennings which includes all the proposed changes along with the current Regional Agreement. I believe all three Towns have viewed this, but I know it allows anyone participating to have the information in front of them.

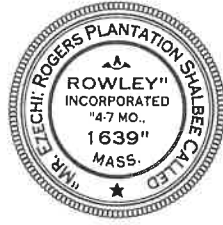
Ms. Marianne Naffah is copied on this, so if you could RSVP to her before Friday, November 3rd with a headcount, that would be great so we know how to put together the best setup.

As always - Any questions - please feel free to call me!

~ Justin

*regarding the business of the School District, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure. This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing, or other use of this e-mail by persons or entities other than the addressee is strictly prohibited. If you receive this e-mail in error, please notify the sender immediately and delete the material from any device.*





BOARD OF SELECTMEN  
139 Main Street • PO Box 275  
Rowley, MA 01969  
Phone (978) 948-2372  
Fax (978) 948-8202  
selectmen@townofrowley.org

## Town of Rowley

Massachusetts 01969

TOWN ADMINISTRATOR  
139 Main Street • PO Box 275  
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Fax (978) 948-8202  
debbie@townofrowley.org

October 23, 2023

Kassandra Gove, Mayor Amesbury

James Fiorentini, Mayor Haverhill

Sean Reardon, Mayor Newburyport

Amy Smith, Chair, Board of Selectmen, Georgetown

Daniel MacDonald, Chair, Board of Selectmen, Groveland

Sarah Player, Chair, Select Board, Ipswich

Chris Manni, Chair, Select Board, Merrimac

Alicia Greco, Chair, Select Board, Newbury

Ronalee Ray-Parrott, Chair, Board of Selectmen, Salisbury

Wendy Reed, Chair, Select Board, West Newbury

### **RE: WHITTIER REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL SCHOOL BUILDING PROJECT - PROJECT VOTE**

Dear Municipal Leaders:

I am reaching out to all the leaders of the member communities in the Whittier Regional School District to ask for your support in requesting the Whittier School Committee vote to have a “town-by-town” vote to fund their new school building project.

The project has been moving along to the point at which the Whittier School District is now planning to have a districtwide bond authorization vote on January 23, 2024. The estimated cost of the new school building project is approximately \$445 million.

The Rowley Board of Selectmen found out about this special vote indirectly in August through our Town Clerk, who had been requested by the Whittier School Administration to attend a meeting with other municipal clerks to discuss a special election. She provided us with the draft ballot question and the proposed election schedule. This was astonishing news to us, as the Whittier School Committee had not submitted any information on this project to us, most -critically the significant project cost.

There is no funding plan for this project. The planned vote in January will be to authorize the Whittier School Committee to borrow funds for this project. If the ballot question passes, the Whittier School

Committee will be able to borrow funds for the project and assess the member municipalities each year to pay for the debt service. Rowley has no ability to fund this project out of its operating budget. The Town will need to cut funds and services out of its operational budget in order to pay this assessment.

We recently found out that the Whittier School Building Committee met on May 23, 2023 and voted, after a discussion on the pros and cons of a **districtwide** vote versus a **town-by-town** vote tied to a debt exclusion override, to recommend a districtwide vote to the Whittier School Committee. Rowley Town officials were not invited to attend the May 23, 2023 presentation and offer our opinions on which option would be the best capital debt approval process for our Town. We believe that a town-by-town vote, which requires majority votes of city councils and town meetings, and municipally-held Proposition 2 ½ debt exclusion ballot votes, allows the voters and taxpayers in the Whittier District to make their decision based on what would best serve their own community. This would require a unanimous vote of all communities in the District. If all communities vote in favor of the project, then it ensures that each community will have the funds to pay for its portion of the project and avoid requiring municipal budget cuts from essential services to cover the cost of the assessment. If it doesn't pass unanimously, the project will not go forward.

Municipalities must follow the provisions of Proposition 2 ½. Voters and taxpayers have the right to vote on capital spending projects. Voters going to the polls in Rowley will not understand that a "yes" vote in this districtwide election means that this project moves forward without a plan for the Town to pay for its share of the project. For Rowley, passage of this ballot question will most certainly result in budget reductions and cuts to Town services to cover the cost for the Town's share of the project. Furthermore, the vote for this largescale building project will be held in January. This is not the right time of year to hold such an important election. There will be no early voting for this project. The voting hours will be 11:00 a.m. to 7:00 p.m. This is absolutely unreasonable and unfair to all voters.

We feel that we have not been included in what should be a "collaborative" process for this major project that will have serious implications to our operational budget. Will you please join us in contacting the Whittier School Committee and asking them to vote to have a town-by-town vote rather than a districtwide vote? The taxpayers and voters in our communities deserve a voice in the process. The member communities were not given a voice by the School Building Committee when they made their recommendation to the School Committee. This is the time for us to make our voices heard by the ultimate decision makers – the Whittier School Committee.

Please contact me if you have any questions.

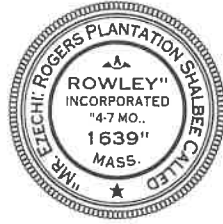
Thank you.

Sincerely,



Cliff Pierce  
Chairman





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October 24, 2023

Garry James  
Chairman  
Whittier Regional Vocational Technical School Committee  
115 Amesbury Line Road  
Haverhill, MA 01830

Maureen Lynch  
Superintendent  
Whittier Regional Vocational Technical High School  
115 Amesbury Line Road  
Haverhill, MA 01830

RE: WHITTIER REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL  
SCHOOL BUILDING PROJECT - PROJECT VOTE

Dear Chairman James and Superintendent Lynch:

The Rowley Board of Selectmen respectfully requests the Whittier Vocational Technical School Committee vote to hold a "town-by-town" vote tied to a debt exclusion override for the proposed new Whittier High School project.

Publicly-funded capital projects must have a "funding plan" in place. The \$400+ million school building project you have been working on does not have a funding plan. It appears that you have a plan to borrow the funds and a hypothetical debt service schedule, but no plan on how that debt is to be paid by the municipalities in the Whittier School District.

The Whittier School District is planning to have a districtwide vote on January 23, 2024 to authorize the Whittier School Committee to borrow the funds for this project. The draft ballot question does not have language stating that the vote is contingent on the passage of a debt exclusion override pursuant to Proposition 2 ½. Voters going to the polls in Rowley will not understand that a "yes" vote means that this project moves forward without a plan for the Town to pay for its share of the project. For Rowley, without a debt exclusion override, passage of this ballot question will most certainly result in budget reductions, with cuts to Town services, to cover the cost for the Town's share of the project.

It is not sensible to hold the districtwide vote in mid-January when a winter storm or similar weather conditions may greatly reduce voter turnout. Moreover, the polls will only be open from 11:00 a.m. to 7:00 p.m., thereby precluding residents who are accustomed to voting in the morning, as well as residents who

work during the evening or have other responsibilities. Also, early voting will not be allowed. These factors virtually guarantee that the districtwide vote will be low turnout election.

The Whittier School District will apparently base the results of the districtwide election on the basis of the aggregate vote of the entire district. Such an approach will simply disregard the vote of any member community that votes to reject the proposed project. See MSBA Bulletin 11-04 (“member communities must vote to approve the project as proposed by the regional school committee”).

The Rowley Board of Selectmen feels that we have not been included in what should be a “collaborative” process. In reviewing the project information on the MSBA website, it is clear that this project has been moving along through the MSBA process for the past several years. However, during this time, no one from the Whittier School Committee or Administration has approached the Board of Selectmen to discuss how the Town of Rowley is going to pay its share of this major capital project. Whittier officials have been meeting with the municipal clerks in the District to discuss plans to hold a January districtwide vote, with no notice to the Board of Selectmen that you had called meetings with the clerks. The Board was informed of these meetings through Rowley Town Clerk Catie McClenaghan.

In reviewing the project website, we found that the pros and cons of the decision to hold a districtwide vote versus a town-by-town vote was discussed at the Whittier School Building Committee (SBC) meeting on May 23, 2023, under the topic listed “Capital Debt Approval”. According to the SBC meeting minutes, the SBC voted in favor of a districtwide vote, with one dissenting vote. We believe that the SBC should have reached out to the municipal CEOs in the District for feedback prior to discussing and voting on a districtwide vote versus a town-by-town vote. Had the Board of Selectmen been notified by Whittier that this important discussion and vote was going to take place, the Selectmen would have been on record in writing to the SBC that this project must have a town-by-town vote. Having a districtwide vote not tied to a debt exclusion override is a potentially disastrous result for the Town, because the Town will not have the funds to pay for its share of the project cost.

For the reasons cited above, the Rowley Board of Selectmen implores the Whittier School Committee to vote to hold a town-by-town vote contingent on a debt exclusion override. The Town of Rowley does not have discretionary funds in our operating budget to absorb its share of this project’s costs. Thank you.

Sincerely,



Cliff Pierce  
Chairman

C: Whittier School District Member Communities Municipal Leaders  
Massachusetts School Building Authority  
Senator Bruce Tarr  
Representative Kristin Kassner





**Nathan M. Webster  
American Legion Post 248  
Groveland, Massachusetts**

To: The Board Of Selectmen  
From David Tuttle Commander,

With your approval, we are planning on holding our Veterans Day Ceremony on Friday 10 November 2023 at 10:30am.

The reason for doing it on Friday as you may know that the actual day November 11th is on Saturday Due to the availability of those who will participate, we are going to hold the Veterans Day ceremony on Friday at 1030am.

Along with the request we would ask that there be a representative of the Town of Groveland to Say a few words at the ceremony.

Please advise:

Semper Fi

---

David Tuttle Commander  
American Legion Post 248  
Email: sgtmajdjt@aol.com  
Cel: 978-360-8107