



TOWN OF GROVELAND

2023 NOV 16 AM 11:52

TOWN CLERK
RECEIVED/POSTED

BOARD OF SELECTMEN

Meeting Agenda

Monday, November 20, 2023

Groveland Town Hall

183 Main Street, Groveland, MA 01834

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

6:00 P.M.

CALL MEETING TO ORDER AT 6:00 P.M.

Motion and Roll call into Executive Session

EXECUTIVE SESSION – Pursuant to M.G. L. c. 30A, §21 (a)2, for the purpose of conducting contract negotiations with nonunion personnel (Town Administrator).

Roll Call to end Executive Session and return to open session 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

6:35P.M. – FY2024 Tax Classification Hearing - The Board of Selectmen will hold a classification hearing at 7:30pm on Monday, November 20th. The Board of Selectmen, upon hearing data relevant to the fiscal effects of the available alternatives and upon recommendations made by the Assessors, will decide whether the town will continue with one tax rate for all classes of property or adopt multiple tax rates. The public is welcome to attend and give comments.

DISCUSSION & POSSIBLE VOTE

1. Approval of Special Event Permit for Stephanie Douchinette on December 24, 2023 for use of Elm Park for a private event from 12pm to 12:30pm.
2. Greater Amesbury Public Health Excellence Group Inter-Municipal Agreement (IMA) for the Public Health Excellence for Shared Services Grant, *David Greenbaum, Board of Health Chair and Rosemary Decie, Health Agent*
3. Regular or Special Town Employees in accordance with the Conflict-of-Interest Law, *Elizabeth Cunniff, Town Clerk*

4. Whittier School Building Project Discussion, *Maureen Lynch, Superintendent*
5. Vote to approve and sign the following Liquor License Renewals:
(vote to be contingent upon receipt of all required paperwork)
 1. *Rte. 97 Liquors – 908-D Salem St., Package Store All Alcohol*
 2. *Groveland Market – 1 Washington St., Package Store All Alcohol*
 3. *Gerry's Variety – 15 Elm Pk, Package Store All Alcohol*
 4. *Nierod's, Inc., 192 Main St., Package Store All Alcohol*
 5. *Nichols Village – One Nichols Way – Club License*
 6. *Pub 97, 935 Salem St. – Restaurant License*
 7. *Tea Garden, 904 Salem St. – Restaurant License*
 8. *Groveland Fairways, LLC, 156 Main St., General on premise License*
6. Vote to approve and sign the Class II Used Car License Renewals:
(vote to be contingent upon receipt of all required paperwork)
 - *Quick Service Transportation Corp., d/b/a Quick Auto Center, 737 Salem Street*
 - *Greenwood Auto Body, Richard Alan Greenwood, 863 Salem Street*
 - *Groveland Auto Repair and Sales, Inc., 944 Salem Street*
 - *Auto Repairs Etc., 923 Salem Street*
7. Vote to approve and sign the following Common Victualler License Renewals:
(vote to be contingent upon receipt of all required paperwork)
 - *Nichol's Village, One Nichol's Way*
 - *Carbone Pub 97, LLC, Peter Carbone: d/b/a Pub 97, 935 Salm Street*
 - *J & S Restaurant Corp, d/b/a Tea Garden Restaurant, 904 Salem Street*
 - *Robert Arakelian, d/b/a Groveland Fairways, 156 Main Street*
 - *Ultimate Perk Coffee Co Inc, 921 Salem Street*
 - *NexDine, LLC d/b/a NexDine at Chesterton Cafe, 860 Salem Street*
 - *Riverside Pizza, Zehra Mirzai, 180 Main Street*
 - *Pentucket Regional School District, 253 Main Street*
 - *Conservation Commission, d/b/a Veasey Memorial Park, 201 Washington Street*
 - *Pizza Grove, LLC, 990 Salem Street*
 - *Jeff and Maria's Ice Cream & Food, 928 Salem Street*
8. Policies and Procedures for Host Communities to Promote and Encourage the Full Participation in the Regulated Marijuana Industry by People from Disproportionately Harmed Communities as Required by Chapter 180 of the Acts of 2022
9. FY25 Capital Improvement Plan, *Town Administrator*
10. Pentucket Regional School Agreement Update, *Town Administrator*
11. Accept the resignation of Kerry Goodwin from the Board of Assessors, Finance Board and Recreation Committee effective November 20, 2023.

APPOINTMENTS OF THE BOARD

12. Appointment of Jillian Terry, Parker Circle Groveland, MA to a full-time police officer effective November 13, 2023 through June 30, 2024.

13. Appointment of Wayne Lawver, Beechwood Drive Haverhill, MA to reserve dispatcher effective November 20, 2023 through June 30, 2024.
14. Appointment of Michael McIntosh, Montclair Road Haverhill, MA to reserve dispatcher effective November 20, 2023 through June 30, 2024.

APPROVAL OF THE MINUTES

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

Trash & Recycling Committee Update
Board of Selectmen Policies Update

OTHER ITEMS NOT REASONABLY ANTICIPATED AT TIME OF POSTING

CORRESPONDENCE

Board of Selectmen Meeting Minutes September 25, 2023
Board of Selectmen Meeting Minutes October 23, 2023

The next regularly scheduled meeting of the Board of Selectmen will be Monday, December 4, 2023, at 6:30PM.

Submitted by: *Vice-Chair Kathleen Kastrinelis*

From: [Booking system](#)
To: [Rebecca Oldham](#)
Subject: You've received a new booking request!
Date: Friday, October 20, 2023 3:17:16 PM

You need to approve a new booking Elm Park for: December 24, 2023 12:00 - December 24, 2023 12:30

Person detail information:

Start Time:12:00

End Time:12:30

Name of Applicant:Stephanie Douphinette

Type of Permit:2

Person in Charge:Stephanie Douphinette

Address:182 center st

Town:Groveland

Zip Code:01834

Email:Stephdouph@gmail.com

Phone:9789942730

This event is::2

Open to the public?:1

Estimated attendance:12

Estimated No. of Vehicles:6

Parking Plan:

Side of road not blocking roadways **Type of Event:**

11 **Other Type of Event:**

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

Just doing our ceremony in front of the pavilion no need for any equipment **Fee Schedule:**

1 **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=42.

Thank you, Town of Groveland, MA

Greater Amesbury Public Health Excellence Group
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between cities and/or towns of Amesbury, Georgetown, Groveland, Merrimac, Newbury, Newburyport, Rowley, and West Newbury, hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Amesbury, in its capacity as Host Agent of the Greater Amesbury Public Health Excellence Group, (hereinafter referred to as “Greater Amesbury PHE Group”) this ____ day ____ 2023, as follows:

WHEREAS, the City of Amesbury was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS, the City of Amesbury, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Inspectional Services, who shall hereinafter be referred to as the “Program Manager”, and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the (“Greater Amesbury PHE Group”), which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an Advisory board (“Advisory Board”) as established in Section 5 of this Agreement, and Shared Services Manager, supervised by the Program Manager will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the (City of Amesbury), and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the

Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the (City of Amesbury), acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the (City of Amesbury) shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The (City of Amesbury) shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The (City of Amesbury), as Lead Municipality, shall hire and employ a Shared Services Coordinator who may or may not be the (City of Amesbury)’s Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any participating Collaborative staff working on behalf of the Collaborative, or the Advisory Board shall be considered employees of (City of Amesbury) and shall be accorded all benefits enjoyed by other (City of Amesbury) employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be a Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law. The Shared Services Coordinator will be a non-voting member of the Advisory Board; however, in the event of a tie would be permitted to cast a deciding vote.
- b. Voting: Each participating municipality shall be entitled to one vote on the Advisory Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. Roles and Responsibilities of the Advisory Board:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for (Greater Amesbury PHE Group).
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH.
 - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 10) Review and provide recommendations on reports from staff.
 - 11) Hire, evaluate and terminate staff.
- e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
 - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
 - e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
 - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the (City of Amesbury) pursuant to this Agreement, shall be deposited with the treasurer of the (City of Amesbury) and held as a separate grant account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution

toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the (City of Amesbury) may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The (City of Amesbury), as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the (City of Amesbury) shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the (City of Amesbury). It is the intention of the (City of Amesbury) to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by the (City of Amesbury) and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the

Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The (City of Amesbury) and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Advisory Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.
13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.

14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' (Chief Executive Officer/Appointing Authority).
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

City of Amesbury:
Mayor Kassandra Gove

govek@amesburyma.gov

978-388-8121

Amesbury City Hall

62 Friend St.

Amesbury, MA 01913

Town of Georgetown:

(contact name)

(email)

(phone)

(address)

Town of Groveland:

(contact name)

(email)

(phone)

(address)

Town of Merrimac:

(contact name)

(email)

(phone)

(address)

Town of Newbury:

(contact name)

(email)

(phone)

(address)

City of Newburyport:

(contact name)

(email)

(phone)

(address)

Town of Rowley:

(contact name)

(email)

(phone)

(address)

Town of West Newbury:

(contact name)

(email)

(phone)

(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Mayor, City of Amesbury

Date

Board of Health, City of Amesbury

Date

Select Board, Town of Georgetown

Date

Board of Health, Town of Georgetown

Date

Select Board, Town of Groveland

Date

Board of Health, Town of Groveland

Date

Select Board, Town of Merrimac

Date

Board of Health, Town of Merrimac

Date

Select Board, Town of Newbury

Date

Board of Health, Town of Newbury

Date

Mayor, City of Newburyport

Date

Board of Health, City of Newburyport

Date

Select Board, Town of Rowley

Date

Board of Health, Town of Rowley

Date

Select Board, Town of West Newbury

Date

Board of Health, Town of West Newbury

Date

EXHIBIT A

Grant agreement between the Greater Amesbury Public Health Excellence Group and the
Commonwealth of Massachusetts – to be attached

EXHIBIT B

The scope of services the Greater Amesbury Public Health Excellence Group shall provide the following services in coordination with member municipalities:

TO BE FILLED IN



TOWN OF GROVELAND

**TOWN HALL
183 MAIN STREET
GROVELAND, MA 01834**

The following is the list for the Ethics Commission relative to special municipal employees for the Town of Groveland. Note that any position that was previously designated by the Board of Selectmen as a special municipal employee position that no longer qualifies because it is no longer unpaid and it is paid for more than 800 hours in a year would no longer be considered to be a special municipal employee.

The following town officers and boards were classified by a vote of the Board of Selectmen as Regular or Special Town Employees in accordance with the Conflict of Interest Law. The vote includes the removal of positions that are obsolete and or no longer used. Some of the commissions and committees may be eligible for “special employee” designation if they meet the criteria set out in Chapter 268A Section 1. The classifications were made considering the scope of the office and it is pointed out that a Regular employee cannot do business with the town. A Special employee may do business with departments of the town other than their own department.

Date of the Vote:

Board of Selectmen voted:

Respectfully Submitted,

Elizabeth Cunniff Town Clerk

Regular Employees:

Town Clerk
Treasurer/Tax Collector
Assistant Treasurer/Tax Collector
Assessing Manager
Town Administrator
Town Accountant
Town Planner
Economic Development, Conservation and Planning Director
Building and Facilities Supervisor
Board of Health, Health Agent
Board of Health, Administrative Assistant
Council on Aging Director
Council on Aging Assistant Director
Council on Aging Outreach
Highway Superintendent
Highway/Cemetery Laborer
Municipal Electric Superintendent
Municipal Electric Administrator
Municipal Electric Laborer
Police Chief
Police Full Time
Fire Chief
Fire/EMT Full Time
Water & Sewer Superintendent
Water & Sewer Office Manager
Water & Sewer Administrative Assistant
Water & Sewer Laborer
Veterans Agent

Special Employees:

Assistant Town Clerk
Board of Assessors
Board of Health
Board of Health Nurse
Board of Registrar
Board of Selectmen
Board of Selectmen, Administrative Coordinator
Burial Agent
Cable Manager
Cable Technician
Cemetery Commission
Compost Operator
Conservation Agent
Constable
Election Officer
Economic Development, Conservation and Planning Administrative Assistant
School Committee
Housing Authority
Trustees of the Langley-Adams Library
Library Assistant
Municipal Light Commissioner
Planning Board Member
Moderator
Zoning Enforcement Officer
Assistant Building Inspector
Inspectional Services Electrical Inspector
Inspectional Services Plumbing/Gas Inspector
Parking Clerk
Tree Warden
Inspector of Animals
Animal Control Dog Officer
Emergency Management
Forest Fire Warden
Board of Fire Engineers
Reserve Police Officer
Special Police Officer
Call Firefighter/EMT
Harbor Master
Dock Keeper

Dock Master
Laborer Part Time
Water/Sewer Commissioner
Zoning Board of Appeals
Town Counsel
Sealer of Weights & Measures
Council on Aging Commission
Conservation Commission
Cultural Council
Economic Development Committee
Finance Board
Groveland Day Committee
Historical Commission
Recreation Committee
Trash Recycle Committee

Special Employee Positions no longer in existence vote to officially end:

Moth Superintendent
Surveyors of Wood and Lumber
Inspector of Slaughtering
Fence Viewers
Town Forestry Commission
Civil Defense Director
Public Weighers
Elementary School Building Committee
Finishing Committee
Master Plan Steering Committee

Whittier Tech District Members			Anticipated District Share (10/25/2023):			\$264,043,984			
<i>Sorted by Cost Per Enrolled Student Per City/Town</i>									
	Whittier Tech Enrollment By Municipality¹		Student-Aged Population of Each Municipality²						
City/Town	Count (#)	Percentage (%)	Count (#)	Percentage (%)	Difference Enrollment vs. Population	Anticipated District Cost	Cost Per Enrolled Student	Est. Annual Debt Service, 30 Years, 5%	Total Principal + Interest
Amesbury	117	9.2%	1,968	9.7%	0.6%	\$25,714,497	\$219,782	\$1,672,765	\$50,182,948
Georgetown	55	4.3%	1,406	7.0%	2.6%	\$18,371,231	\$334,022	\$1,195,075	\$35,852,249
Groveland	35	2.7%	851	4.2%	1.5%	\$11,119,429	\$317,698	\$723,335	\$21,700,045
Haverhill	867	68.0%	8,406	41.6%	-26.4%	\$109,835,398	\$126,684	\$7,144,950	\$214,348,509
Ipswich	30	2.4%	1,576	7.8%	5.4%	\$20,592,504	\$686,417	\$1,339,572	\$40,187,158
Merrimac	40	3.1%	789	3.9%	0.8%	\$10,309,318	\$257,733	\$670,636	\$20,119,078
Newbury	16	1.3%	672	3.3%	2.1%	\$8,780,560	\$548,785	\$571,188	\$17,135,641
Newburyport	29	2.3%	2,331	11.5%	9.3%	\$30,457,568	\$1,050,261	\$1,981,308	\$59,439,255
Rowley	23	1.8%	738	3.7%	1.8%	\$9,642,936	\$419,258	\$627,287	\$18,818,606
Salisbury	50	3.9%	849	4.2%	0.3%	\$11,093,297	\$221,866	\$721,635	\$21,649,046
West Newbury	13	1.0%	622	3.1%	2.1%	\$8,127,245	\$625,173	\$528,689	\$15,860,668
Total	1,275	100.0%	20,208	100.0%	0.0%	\$264,043,984	\$207,093	\$17,176,440	\$515,293,203
Notes:									
(1) Operating costs are calculated based on # students attending Whittier Tech									
(2) Capital costs are calculated based on the student-aged population of each municipality (regardless of how many attend Whittier Tech)									

November 2, 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 BUILDING PROJECT
– PROJECT VOTE

After recent announcements related to the cost (\$446M) and local obligations for the School Building Project at Whittier Tech, leaders of the member municipalities have agreed that our collective voice is needed to lend perspective on the financial burden this project is anticipated to create on our residents.

As local municipal officials, it is our responsibility to manage capital projects with long term planning, financial burden with funding plans, and tax increases within prop 2 ½. The anticipated budget for this project and the process it has followed side stepped all of those responsibilities and leaves leaders without authority in the decision making.

We're writing to request consideration for alternative measures. Time is of the essence. The Building Committee appears to be moving quickly, making plans for elections without consult or approval of municipalities.

It is our request that:

1. The School Committee NOT approve of a districtwide vote in mid-January but instead hold a town-by-town vote. This avoids a vote in January when inclement weather can almost guarantee a challenge for voters, especially without early voting options and limited polling hours. It allows voters to follow traditional voting practices they are familiar with in their community and engages election officials and municipal officials.
2. No debt be incurred until all communities approve funding. We have an obligation and duty to secure funding before acquiring debt. The process being followed now leaves us negligent in those duties. The voters would be approving debt without any funding plans in place.
3. Project costs that have been identified as ineligible for reimbursement by the MSBA be reconsidered. 52% of the expenses being ineligible is overwhelming and from what we can see includes extensive site work, demolition of the existing building, and construction of new athletic fields. We request these items be scaled back and/or phased for the sake of taxpayers.

4. Additional funding be sought from state and federal partners. Federal legislators recently toured the School. There is clearly a demand for workforce training today and our regional vocational schools were built with funding from the state at their inception. It's unrealistic that municipalities be expected to rebuild them now. We stand ready to assist in this advocacy. A reconsideration of the vote and funding plan will allow time for this advocacy.
5. A five-year capital plan be included in budget presentations moving forward. Many municipalities work off of 5-year capital plans. Nothing related to the Whittier School Project and its funding has been in our 5-year plan looking back many years. This unexpected major capital project requires more planning and transparency from the Whittier School Committee to the boards and councils of our communities who are making annual budget decisions and deserve notice on major projects.

Though we see tremendous value in the educational mission of Whittier Tech and training that is provided to educate our workforce, there needs to be a collaborative and fiscally responsible approach to this project.

Additionally, we request the regional agreement established and signed in 1967 be revisited in a collaborative and comprehensive review process. If this is not possible, we will seek amendments through Section VII AMENDMENTS. The application of the terms of this agreement reveal inequitable financial responsibility across our communities.

Thank you for your consideration,

Member Municipalities of the Whittier Tech School District

Kassandra Gove
Mayor Amesbury

Chris Manni
Chair, Select Board, Merrimac

Amy Smith
Chair, Board of Selectmen, Georgetown

Alicia Greco
Chair, Select Board, Newbury

Daniel MacDonald
Chair, Board of Selectmen, Groveland

Cliff Pierce
Chair, Board of Selectmen, Rowley

Sarah Player
Chair, Select Board, Ipswich

Ronalee Ray-Parrott
Chair, Board of Selectmen, Salisbury

Sean Reardon
Mayor Newburyport

Wendy Reed
Chair, Select Board, West Newbury



November 16, 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 BUILDING PROJECT
– PROJECT VOTE

Dear Chairman James and Superintendent Lynch,

I am writing to respectfully request the Whittier Regional Vocational Technical School Committee vote to hold a “town-by-town” vote for the proposed new Whittier High School Building Project.

The plan for Whittier to hold a district wide vote began circulating in August through a meeting of our City Clerk’s. The details and financial implications only became publicly available in October. To my knowledge the draft ballot question does not have language stating that the vote is contingent on the passage of a debt exclusion or override pursuant to Proposition 2 ½. Amesbury voters may not understand that this vote would authorize the project moving forward without a plan for the city to pay its share. Additionally, the subsequent authorization for our funding plan will have significant implications on their tax bill, local services, and the ability to fund other projects for the next 30 years.

I have significant concern about holding the special election in mid-January. The proposed districtwide vote as outlined has the distinct potential to discourage voters from participating due to timing, location, and weather conditions. This means the turnout will be very low, and may not represent the voices of individual communities, which are important in this case because of the previously mentioned constraints on municipal finances. Every participating community is in a different financial position with residents and businesses who have the right to vote and be heard.

Mayor [Kassandra Gove](#)
City Hall • 62 Friend Street • Amesbury, MA 01913
(978) 388-8121 • govek@amesburyma.gov

MAKE HISTORY HERE



I join my peers in voicing support for an alternative process that would instead require individual votes in each municipality that are also tied to a funding authorization. It is our fiduciary responsibly to our communities to obtain authorization for borrowing prior to obtaining that debt and committing to the payment. The current structure of the vote circumvents that responsibility and puts municipal leaders in a position that is inherently negligent.

I implore you to listen to the voices of the member communities through this process and find a way to move forward that will ensure individual communities have the funds to take on this project. I believe this is the best way to proceed and would allow for a collaborative process that takes into account the financial position of each municipality.

Additionally, I request that communication with the participating communities and state leaders be established in a clear and consistent manner. It would be helpful to have regular updates from one point of contact. After successfully changing the schedule of the vote we will have more time to level set and engage stakeholders from the state who need to understand the implications of this project with or without successful votes and funding. Again, this will impact our ability to fund other local services for the next 30 years.

Thank you for your consideration,

Kassandra Gove
Mayor

CC: Whittier School District Member Communities Municipal Leaders
Whittier School Committee Amesbury Representatives
Massachusetts School Building Authority
Senator Barry Finegold
Representative Dawne Shand
Representative Adrianne Ramos

[Mayor Kassandra Gove](#)
City Hall • 62 Friend Street • Amesbury, MA 01913
(978) 388-8121 • govek@amesburyma.gov

MAKE HISTORY HERE

November 14, 2023

Deborah Goldberg
State Treasurer & Chair
Massachusetts School Building Authority 40 Broad Street, Suite 500
Boston, MA 02109

James A. MacDonald
Chief Executive Officer
Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109

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

Dear Treasurer Goldberg and Mr. MacDonald,

I am writing to you on behalf of the City of Newburyport concerning the proposed Whittier Regional Vocational School Building Project. The project has progressed to the point where the Whittier School District is planning a districtwide bond authorization vote on January 23, 2024, with an estimated cost of approximately \$445 million.

Regrettably, this process has lacked collaboration between the Whittier School District and the City of Newburyport and the other member communities. Despite the project's initiation in 2016, we have not received a full report on the scope and manner of approving the plan until very recently. The lack of collaboration became more evident when we discovered, through independent research on the Whittier School Building Project website, that the Whittier School Building Committee met on May 23, 2023. They voted on recommending a districtwide vote to the Whittier School Committee without involving Newburyport officials in the decision-making process. We firmly believe that a town-by-town vote, linked to a debt exclusion override, allows for more inclusive decision-making, ensuring that each community's unique needs and financial capacities are considered.

Our concern extends to the absence of a funding plan for this project. The planned vote in January seeks to authorize the Whittier School Committee to borrow funds without a clear

strategy for the member municipalities to pay for the debt service. Newburyport has no capability to fund this project from its operating budget unless it were to undertake massive budget cuts to essential services.

Newburyport, one of the 11 communities in the Whittier School District, holds 2.3% of the total enrollment with 29 students. With the project's estimated cost at \$444.6 million and the "District Share" at \$264 million, Newburyport's anticipated share of estimated debt service is \$30.4 million. The Town's ability to fund this project is further strained by the hypothetical debt service payment schedule, indicating potential assessments as high as \$1.98M in certain years.

Procedurally, we express concern that the district-wide election is being planned without input from all member communities, and under conditions that almost guarantee a low turnout. Holding the vote in mid-January, with limited polling hours and no early voting, raises significant concerns about the representativeness of the election results.

The Whittier School District's approach to count the entire district's vote disregards the voice of any member community that may reject the proposed project. We believe this process lacks fairness and transparency, and we feel compelled to express our concerns to the MSBA.

The City believes in the importance of vocational education and in the fine work that Whittier does. We understand that improvements must be made, and we are happy to help find ways to invest in the future of Whittier. We are concerned both about the process and the budget impact on the City, and we hope we can find a solution to these issues with the Whittier School Committee. We will be grateful for any assistance the MSBA can offer as we work through these problems.

Sincerely,

Sean R. Reardon
Mayor of Newburyport

CC: Senator Bruce Tarr and Rep. Dawne Shand

Memorandum

To: Host Communities
From: Cannabis Control Commission
Date: June 29, 2023
Subject: Initial Policies and Procedures for Host Communities to Promote and Encourage the Full Participation in the Regulated Marijuana Industry by People from Disproportionately Harmed Communities as Required by Chapter 180 of the Acts of 2022

[Chapter 180 of the Acts of 2022](#): *An Act Relative to Equity in the Cannabis Industry* (“Chapter 180”) was enacted by the Massachusetts Legislature on August 1, 2022, and signed by Governor Baker on August 11, 2022. Under Chapter 180, the Cannabis Control Commission (“Commission”) has been tasked with ensuring that people from communities disproportionately harmed by the prohibition and enforcement of marijuana are guaranteed fair, transparent, and equitable access to the regulated cannabis industry, with the hope of promoting their full and meaningful participation. Chapter 180 also mandates that the Commission guide Host Communities to encourage full participation in the cannabis industry by establishing their own transparent and objective selection processes when negotiating Host Community Agreements (“HCAs”) with Social Equity Businesses.

Host Communities are required to adopt initial policies and procedures related to municipal equity by July 1, 2023. The Commission provides this memorandum to suggest strategies and resources for Host Communities to consider in order to meet this requirement. Chapter 180 requires the Commission to promulgate regulations in accordance with these requirements no later than November 9, 2023, at which time, a full regulatory framework will be issued and enforced in collaboration with the Department of Revenue.

To meet this new mandate, Host Communities should consider focusing on ways to support people from communities disproportionately harmed by marijuana prohibition and enforcement, which may include Social Equity Businesses, as defined by Chapter 180, as well as Social Equity Program (“SEP”) Participants or Certified Economic Empowerment Priority Applicants (“EEA”) as defined under Commission regulations. To date, 872 people have participated in the Commission’s SEP. Further, 122 individuals have qualified as EEAs. Past participants or qualifying applicants would be eligible to fulfill the Host Community’s equity mandate.



Host Communities should also be aware that, under [M.G.L. c. 64N, §5](#), they may be eligible to receive an additional 1% of the total sales price of the sale of marijuana or marijuana products from that portion of the excise imposed on marijuana and marijuana products, distributed quarterly, if they host a marijuana retailer that is a Social Equity Business.

Below, Host Communities will find a brief description of the criteria that applicants must possess to qualify for the SEP or as an EEA. Host Communities may adopt initial policies and procedures to promote and encourage the full participation of applicants that qualify for these programs in order to meet their obligation under Chapter 180.

Applicants are eligible for the Commission’s SEP if they demonstrate they meet at least one of the criteria below:

- Income that does not exceed [400% of Area Median Income](#) and residency in a [Disproportionately Impacted Area](#), as defined by the Commission, for at least five of the past 10 years;
- Residency in Massachusetts for at least the past 12 months and a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction in Other Jurisdictions;
- Residency in Massachusetts for at least the past 12 months and proof that the SEP applicant was either married to or the child of an individual with a conviction or continuance without a finding for a M.G.L. c. 94C offense or an equivalent conviction in Other Jurisdictions;
- Any individual listed as an owner on the original certification of a Certified Economic Empowerment Priority Applicant who satisfies one or more the following criteria:
 - Lived for five of the preceding 10 years in a Disproportionately Impacted Area, as determined by the Commission;
 - Experience in one or more previous positions where the primary population served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities;
 - Black, African American, Hispanic or Latino descent; or
 - Other significant articulable demonstration of past experience in or business practices that promote economic empowerment in a Disproportionately Impacted Area.

If you need to verify if someone participated in the SEP, you can request guidance from the Commission at Equity@CCCMass.com or (774) 415-0200. If you need to verify qualifications for the SEP, you can review the resources at MassCannabisControl.com/Equity.

In accordance with state law, the Commission provided priority licensing review to EEAs between April 1, 2018, and April 15, 2018. EEA status was granted to applicants who demonstrated at least three of the following six criteria:

- Majority of ownership belongs to people who have lived in Disproportionately Impacted Areas for five of the last 10 years.
- Majority of ownership has held one or more previous positions where the primary population served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities.
- At least 51% of current employees/subcontractors reside in Disproportionately Impacted Areas and will increase to 75% by first day of business.
- At least 51% of employees or subcontractors have drug-related CORI but are otherwise legally employable in a cannabis-related enterprise.
- Majority of ownership is made up of individuals from Black, African American, Hispanic, or Latino descent.
- Owners can demonstrate significant past experience in or business practices that promote economic empowerment in Disproportionately Impacted Areas.

If you need to verify if someone is certified as an EEA, you can request guidance from the Commission at Equity@CCCMass.com or (774) 415-0200. If you need to verify qualifications for EEA status, you can review the resources at MassCannabisControl.com/Equity.

These definitions, the Commission's existing guidance documents, and the suggestions listed below, are intended to give Host Communities the tools they need to establish initial policies and procedures to promote and encourage the full participation by people from communities disproportionately harmed by the prohibition and enforcement of marijuana. This information is not intended to serve as legal advice. These initial policies and procedures may serve as a base program for equity in the Host Community's respective cannabis policies and lay the groundwork for the upcoming regulations promulgated by the Commission.

If Host Communities have legal questions regarding their rights or obligations under the Commonwealth's cannabis laws or any other laws, they are encouraged to consult with town or corporate counsel.

Below are some policies a municipality may consider utilizing to satisfy the requirement to adopt initial policies and procedures under Chapter 180:

Lower or eliminate fees for equity applications to reduce barriers to entry:

- Consider a waiver or reduction of fees associated with the municipal HCA approval process and/or zoning review process.
- Reduction or elimination of the Community Impact Fee.

Improve transparency and efficiency in the approval process to reduce barriers to entry and lower costs:

- Host Communities should adopt options to support equity applicants within their HCA selection scoring assessment.
- Make improvements to municipal websites to clearly outline the steps needed to gain approval for an HCA (including zoning and other approvals, not limited to the fire chief, health department, and police chief).
- Create a written roadmap that can be accessed on a public bulletin board or in a packet handed out to applicants. This document should provide a clear picture of the steps needed for approval, including the relevant contacts within municipal government responsible for approval.
- Create links to all needed application documents or create a package of documents needed for HCA/Zoning approval, meeting dates, submission deadlines, associated fees, information and contacts for all parties involved in the cannabis business application process.
- Communities should expedite their response to the Commission's request for confirmation that an applicant is compliant with local zoning, ordinances, and bylaws.

Other items to consider either on a website or in a roadmap document:

- Include the most up to date local cannabis ordinances.
- Include a map that clearly designates areas for zoning of Marijuana Establishments and Medical Marijuana Treatment Centers.
- Publicize all HCA applications as well as any written scoring or evaluation made by the Host Community when reviewing applicants for approval.
- Create a clearly defined HCA approval process that includes the criteria decision makers will consider when choosing successful applications.
- Determine how equity will be included in this evaluation process.
- Consider eliminating or reducing the weight of prior participation in the regulated cannabis market when scoring applications, which can discourage equity applicants or smaller entrepreneurs.

Two Host Communities that currently provide positive examples are Newton and Somerville. While all Host Communities may not have the same resources as these larger communities, their websites provide many examples of policies and procedures that promote transparency, objectivity, and inclusion of equity that communities might consider adopting.

Newton includes equity as one criterion when considering HCA applications. They provide clear details into the special permit process. The zoning map includes an overlay of allowed areas for applicants to assess; and incorporates special limitations the community has adopted (e.g., requiring half mile separation between siting of individual licensees). It includes relevant contact information, and the HCA application is accessible online. Newton publicizes HCA decisions including how reviewers weighed the applicant against the stated criteria.

- <https://www.newtonma.gov/government/planning/development-review/high-interest-projects/marijuana-uses>

Somerville not only includes equity in its scoring process, but has created a numerical grade for each criterion, and lists all relevant application fees. These scores and a written description offer even greater transparency, making it easier for all applicants and the community to see how decisions are made and further promote confidence that equity applicants enjoy a fair opportunity to compete.

- <https://www.somervillema.gov/departments/programs/adult-use-marijuana-establishments>

Here are some links to helpful resources available through the Commission website:

- [Guidance for Host Communities on Equity and Host Community Agreements](#)
- [Guidance on Equity Programs](#)
- [Frequently Asked Questions about the Social Equity Program](#)
- [Equity Webpage](#)
- [State and Local Government Webpage](#)
- [Host Community Agreements Webpage](#)
- [Municipal Equity Webpage](#)

If you have any questions on this memorandum, please contact the Commission at Commission@cccmass.com.

Town of Groveland Cannabis Social Equity Policies

Purpose and Scope

On August 11, 2022, Governor Charlie Baker signed S. 3096, An Act Relative to Equity in the Cannabis Industry, into law. The new law requires host municipalities to establish initial policies to promote Equity in the cannabis industry no later than July 1, 2023, or be subject to monetary penalties. On June 29, 2023, the Massachusetts Cannabis Control Commission (“CCC”) issued guidance on how to create a model a Social Equity policy that encourages cities and towns in Massachusetts to consider incentives for increased participation by Social Equity applicants in their local cannabis ecosystem.

Based on cannabis Social Equity best practices, guidance from the CCC, and lessons learned from the Town of Groveland’s current cannabis business permitting program, the Town of Groveland adopts a set of policies to further promote Equity for new Social Equity applicants seeking to establish businesses in Groveland.

Applicability

The [CCC’s Social Equity programs](#) provide training and technical assistance to applicants who have been disproportionately impacted by the War on Drugs, marijuana prohibition, arrests, and incarceration and who meet certain income and residency requirements. The Town of Groveland defines qualifying Social Equity applicants under Groveland’s Cannabis Social Equity Policies as those that have been certified as eligible to participate in the CCC Social Equity Program or are Certified Economic Empowerment Priority Applicants according to the CCC.

The Town of Groveland Cannabis Social Equity Policies:

To encourage greater participation by Social Equity applicants in Groveland’s cannabis industry, when new HCAs becomes available for new businesses, there will be an exclusive period of six months limiting the availability of the HCAs to qualifying Social Equity and Economic Empowerment applicants. After the six-month period, 50% of any available licenses, but no less than 1, shall be reserved for social equity applicants. In evaluating requests for Host Community Agreements within the Town of Groveland, an evaluation form will be made available that scores components of an application. The evaluation form will include consideration of equity in the overall evaluation score, which will comprise not less than 25 percent of the total evaluation score. This equity component will include: (i) whether a License Applicant is pre-verified as a Social Equity Business by the Commission; (ii) whether the License Applicant is a Social Equity Program Participant; (iii) whether the License Applicant is an Economic Empowerment Priority Applicant; (iv) whether the License Applicant has a prior Marijuana related criminal conviction; (v) whether the License Applicant is part of an Area of Disproportionate Impact, as identified by the Commission; or (vi) a majority of the License Applicant entity is comprised of individuals from Black, African American, Hispanic, Latino, or Native American or indigenous descent.

1. The Town of Groveland will enhance marketing and outreach to potential Social Equity applicants by promoting available HCAs to the Cannabis Control Commissions’ Social Equity program, promoting on the Town’s website and social media, and enhanced business outreach as part of the Town’s Economic Development program.
2. The Town of Groveland will provide permitting technical assistance for Social Equity and Economic Empowerment applicants navigating the Town of Groveland’s cannabis permitting

process. The Town will create a website with guidance and resources for applicants and a list of all required permits, including necessary forms. A municipal contact will be listed on the Town website and will work closely with Social Equity applicants in the permitting process from initial inquiry through the special permit and building permit process.

3. Wherever possible, the Town of Groveland will reduce financial barriers and expedite the permitting for Social Equity and Economic Empowerment applicants. Throughout the Town of Groveland's special permit process, the Town will endeavor to streamline permitting for these applicants.
4. The Town of Groveland will update its municipal website pages regarding its medical cannabis approval process and centralize all information on one page, including a list of all documentation required by the Host Community's local approval process in downloadable form, in order to be user friendly and transparent.
5. The Town of Groveland will offer a % reduction of the Special Permit Fee for Social Equity Program or Certified Economic Empowerment priority applications to reduce barriers to entry.

Commented [EL1]: This is discretionary, to be determined by the Board of Selectmen.

From: [Kerry Goodwin](#)
To: [Rebecca Oldham](#)
Subject: Resignation
Date: Tuesday, November 7, 2023 9:20:10 AM

Hi Rebecca,

I absolutely love being involved in the town and would even do more if I could, however due to opening a new business and needing to focus all of my energy on that I need to resign from all of my involvement in the town.

I need to resign from Recreation Committee, Finance Committee, Board of Assessors, and Community Preservation Commission.

I will absolutely be back if/when things calm down.

Thank you for all of your help. You are an absolute pleasure to work with.

See you around!
Kerry Goodwin



Tel. (978) 521-1212
Fax (978) 374-7676

Groveland Police Department

JEFFREY T. GILLEN
Chief of Police

181 MAIN STREET
Groveland, MA 01834



jgillen@grovelandpolice.com

To: Honorable Board of Selectmen

From: Chief Jeffrey T. Gillen

Date: November 6, 2023

Subject: Appointment Request

I respectfully request that you accept my recommendation to appoint the following individual to the indicated position below with a conditional offer effective November 13, 2023, through June 30, 2024.

Full-time police officer

Jillian Terry
3 Parker Circle
Groveland, MA



Groveland Police Department



Tel. (978) 521-1212
Fax (978) 374-7676

JEFFREY T. GILLEN
Chief of Police
181 Main Street
Groveland, MA 01834

jgillen@grovelandpolice.com

To: Honorable Board of Selectmen

From: Chief Jeffrey T. Gillen

Date: November 14, 2023

Subject: Appointment Request

I respectfully request that you accept my recommendation to appoint the following individuals to the indicated position below for a probationary period effective November 20, 2023, through November 20, 2024.

Reserve Dispatcher

Wayne Lawver
33 Beechwood Dr.
Haverhill, MA 01830

Michael McIntosh
112 Montclair Rd.
Haverhill, MA 01830



BOARD OF SELECTMEN

Meeting Minutes

Monday, September 25, 2023

Groveland Town Hall

183 Main Street, Groveland, MA 01834

This meeting was in-person and also broadcast live on Groveland Public Access, Channel 9, as well as through Zoom virtual meeting software for remote access.

Present: Chair Daniel MacDonald, Selectmen Edward Watson, Mark Parenteau, Jason Naves, Kathleen Kastrinelis
Rebecca Oldham, Town Administrator

CALL MEETING TO ORDER AT 6:30PM: Chair MacDonald called the meeting to order at 6:30 pm and introduced the members of the BOS and the TA.

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.*
None.

DISCUSSION & POSSIBLE VOTE:

1. Approval of a One-Day Liquor License for Susan Winslow on behalf of the Georgetown Music Parents, Inc. for October 7, 2023 from 5pm to 9pm for a public event at Veasey Memorial Park.
A motion was moved by Selectman Naves and seconded by Selectman Parenteau to approve the One-Day Liquor License for Susan Winslow on behalf of the Georgetown Music Parents, Inc. for October 7, 2023 from 5pm to 9pm for a public event at Veasey Memorial Park. Voted: 5-0.
2. Approval of a Special Event Permit for the use of Perry Park by the Groveland Congregational Church for the Blessing of Animals on October 8, 2023.
A motion was moved by Selectman Naves and seconded by Selectman Parenteau to approve the Special Event Permit for the use of Perry Park by the Groveland Congregational Church for the Blessing of Animals on October 8, 2023. Voted: 5-0.
3. Approval of a Property Use Permit from Norwood Insurance for the use of Elm Park to display signs promoting the Run for the Troops 5k from October 1, 2023 through November 11, 2023.
A motion was moved by Selectman Naves and seconded by Selectman Parenteau to approve the Property Use Permit from Norwood Insurance for the use of Elm Park to display signs promoting the Run for the Troops 5k from October 1, 2023 through November 11, 2023. Voted: 5-0.
4. Approve a Field Use Permit for the use of the Pines Softball Field by Pentucket Youth Softball for September 10, 2023 through October 28, 2023 for Saturday games from 8am to 1pm and Friday nights practice 5:30 to 7pm.
A motion was moved by Selectman Naves and seconded by Selectman Parenteau to approve the Field Use Permit for the use of the Pines Softball Field by Pentucket Youth Softball for September 10, 2023 through October 28, 2023 for Saturday games from 8am

to 1pm and Friday nights practice 5:30 to 7pm and ensure that the Certificate of Insurance is provided. Voted: 5-0.

5. Pavement Management Plan Presentation, *Highway Superintendent Renny Carroll*:
Renny Carroll, Highway Superintendent was present and addressed the Board to review a presentation regarding the Pavement Management Plan. This has been a challenging year due to sidewalk projects and issues with the Salem Street dam; some road projects had to be pushed back to concentrate on the sidewalks. Selectman Kastrinelis recommended the BOS vote to approve the Road Plan and asked for a list of the completed roads. Thirty-eight percent of roads are in poor or deficient condition according to the plan. Selectman Kastrinelis would like a list of roads that are anticipated to be worked on as laid out in the plan. Renny Carroll reported that Chapter 90 Funds have stayed about the same since 2012 and as everyone knows costs are on the rise and this limits the amount of work that can be done. In 2012 the Chapter 90 Funds were \$214,000 and this year they are \$227,000. Chapter 90 is calculated based on a lot of factors. Selectman Naves would like to see this plan updated on a regular basis. Renny reviewed some of the completed projects. If residents call Renny to ask about their particular Street and when it will be worked on, Renny will look at the list and provide an estimated time. Becky Beaucher, 765 Salem Street joined via Zoom to ask if there are additional concerns for her road when we get snow and the heavy trucks driving on it. Renny Carroll responded it is a concern but feels the repairs have stabilized the issue; this road is always monitored.
6. Presentation on 150 Center Street, Strawberry Fields Feasibility Study– Project Team: Nitsch Engineering, Innes Associates and RKG Associates:
Brian Creamer, Nitsch Engineering, Associates was present and addressed the BOS and reviewed a presentation on 150 Center Street, Strawberry Fields Feasibility Study. Feedback from the public was that they do not want to see additional housing. Chair MacDonald added that we need additional business. Emily Innes, Innes Associates was present and addressed the Board and discussed balancing critical resources which is critically important. This is a unique sight and the market study that RKG did reviewed how much commercial would come to this type of site; there have to be draws; Housing is a driver of the net revenue to the town. The draft report should be ready for the town by the end of the week. Traffic impacts are part of the study, but it is not a complete Traffic Study.

APPROVAL OF THE MINUTES:

- None.

APPOINTMENTS OF THE BOARD:

7. Accept the resignation of Stephen Sargeant of Hamilton, MA as full-time dispatcher effective September 25, 2023.
A motion was moved by Selectman Naves and seconded by Selectman Parenteau to accept the resignation of Stephen Sargeant of Hamilton, MA as full-time dispatcher effective September 25, 2023. Voted: 5-0.
8. Appointment of Stephen Sargent as a full-time officer effective September 25, 2023, through September 25, 2024.
A motion was moved by Selectman Watson and seconded by Selectman Naves to appoint Stephen Sargent as a full-time officer effective September 25, 2023, through September 25, 2024. Voted: 5-0.

9. Appoint Kimberly Bourque of Hampstead, NH to the position of Administrative Assistant in the Water and Sewer Department effective September 26, 2023. The position is non-exempt for 37.5 hours per week at \$27.67/hour.

A motion was moved by Selectman Kastrinelis and seconded by Selectman Parenteau to appoint Kimberly Bourque of Hampstead, NH to the position of Administrative Assistant in the Water and Sewer Department effective September 26, 2023. The position is non-exempt for 37.5 hours per week at \$27.67/hour. Voted: 5-0.

10. Appoint Steven Baker of Sunset Circle in Groveland as a member of the Cultural Council effective September 26, 2023. This is a six-year term.

A motion was moved by Selectman Kastrinelis and seconded by Selectman Naves to Appoint Steven Baker of Sunset Circle in Groveland as a member of the Cultural Council effective September 26, 2023 through June 30, 2030. Voted: 5-0.

11. Appointment of Jason Naves of Main Street in Groveland as a member of the Cultural Council effective September 26, 2023. This is full fill the remainder of a six-year term and will expire June 30, 2027.

A motion was moved by Selectman Kastrinelis and seconded by Selectman Parenteau to appoint Jason Naves of Main Street in Groveland as a member of the Cultural Council effective September 26, 2023 through June 30, 2027. Voted: 4-0-1. Selectman Naves abstained.

12. Appointment of Dave Petrillo of Briscoe Road Groveland to the Cultural Council effective September 26, 2023. This will expire June 30, 2030.

A motion was moved by Selectman Kastrinelis and seconded by Selectman Parenteau to appoint Dave Petrillo of Briscoe Road Groveland to the Cultural Council effective September 26, 2023 through June 30, 2030. Voted: 5-0.

TOWN ADMINISTRATOR'S TIME

TA Oldham reported: read the payroll and vendor warrant amounts.

FY23 budget to actual numbers – revenue is approximately \$96,000 more than was estimated. This can largely be attributed to permits and fees as well as the sale of surplus vehicles. Expenditures were down. Free Cash is estimated at about \$450,000 to be certified; asked the Board to invite the Town Accountant to the next meeting to review end of year and reporting requirements. Sam Joslin was elected to the position President of MA Building Commissioners and Inspectors – Congratulations Sam! Pumpkin Fest is scheduled to be October 19th with a rain date of October 20th.

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.*

Selectman Naves: The Governor's Office is looking for feedback for ideas of things we would like to see reformed; Selectman Naves listed Inadequate Funds for Chapter 90 and Chapter 70 Funds inequalities, Senior Circuit Breaker Tax updates, increasing the recycle value on bottles to encourage recycling and incentives for larger recycle barrels. Chair MacDonald suggested this be discussed at the next meeting agenda. Feedback is due October 20th.

Selectman Kastrinelis: asked to prioritize the information Selectman Naves discussed and asked to add the minimum requirement for regional school districts. Asked about a light on the crosswalk on the corner of School and Center Street; this will be added as an agenda item.

OLD OR UNFINISHED BUSINESS13. Board of Selectmen FY24 Goals, *Selectman Kastrinelis*

Selectman Kastrinelis would like to add at least some Goals. Selectman Kastrinelis will draft a list of goals for discussion at the next meeting.

OTHER ITEMS NOT REASONABLY ANTICIPATED AT TIME OF POSTING:

- None

CORRESPONDENCE

Pentucket Regional School District – FY20 Capital Funds

Board of Selectmen Meeting Minutes August 28, 2023

2023 Pines Speedway Reunion Flyer

ADJOURNMENT:

A motion was moved by Chair MacDonald and seconded by Selectman Kastrinelis to adjourn the meeting. Voted: 5-0.

The next regularly scheduled meeting of the Board of Selectmen will be Tuesday, October 10, 2023, at 6:30PM.



BOARD OF SELECTMEN

Meeting Minutes

Monday, October 23, 2023

Groveland Town Hall

183 Main Street, Groveland, MA 01834

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

Present: Vice Chair Kathleen Kastrinelis, Chair Daniel MacDonald, Selectmen Jason Naves, Mark Parenteau, Edward Watson, Kathleen Kastrinelis
Rebecca Oldham, Town Administrator

Absent: Chair Daniel MacDonald

CALL MEETING TO ORDER AT 6:30PM – Vice-Chair Kastrinelis called the meeting to order at 6:30 pm and introduced the members of the Board as well as the Town Administrator.

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.*

- None.

DISCUSSION & POSSIBLE VOTE:

1. Sunset Circle Parking Restrictions and Complaint, *Steve Baker, 5 Sunset Circle:*
Renny Carroll, Highway Superintendent was present and addressed the Board.
The concerns are that the road is too narrow, and signage was installed. The Highway Superintendent and Police Chief looked at the road and agreed the road is too narrow. Parking is now restricted on one side. The Highway Superintendent now feels that the parking restriction should be on the opposite side; there is a very specific way that parking restrictions are put in place. The BOS previously voted to restrict parking on the Westerly Side.
Steve Baker, 5 Sunset Circle was present and addressed the Board. Signs are posted facing peoples windows; mailboxes and trash pickup are blocked as well as the electrical box.
Denise, 2 Sunset Circle was present and addressed the Board. The signs face the house, when pulling onto the street you cannot see them.
Marianne, 4 Sunset Circle agreed with Steve and Denise.
Selectman Parenteau asked if repositioning the signs would help.
Selectman Naves felt another Public Hearing would need to be held in order to correct this.
Selectman Kastrinelis would like to work out something that is mutually acceptable to the Town and the residents.
Renny Carroll explained that the signs should be tilted, and they are not but that can easily be rectified.
A motion was moved by Selectman Watson and seconded by Selectman Parenteau to hold another Public Hearing for Sunset Circle parking issues. Voted: 4-0. One absent.
2. Discussion on Water Quality Concerns with Superintendent Colin Stokes, *Selectman Watson:*
Colin Stokes, Water Superintendent was present and addressed the Board.
Selectman Watson explained that he was still getting complaints regarding the discolored water, prior to the flushing and it is not getting better. Superintendent Stokes responded that this will not be getting better on its own. The Water Department will be rolling out a new fee on the water

bill for Water Improvements; the goal is to do one main water upgrade each summer with this additional funding. Regulations are expected to change in the next couple of years; we are looking at potentially needing to have our own water treatment plant. There are about 2,000 water customers in town. The Department is always looking for grants. Not everyone has the same issues with the water. Complaints are logged. Filtration systems can help, but the homeowners are responsible for the cost.

3. Road Pavement Management Plan, *Selectman Kastrinelis*:

Selectman Kastrinelis noted this was reviewed at a previous BOS meeting and felt this should be voted and accepted by the BOS.

A motion was moved by Selectman Naves and seconded by Selectman Parenteau to approve the Road Pavement Management Plan, including the Cemetery that was presented by the Highway Department and the BOS will receive updates as they come up. Voted: 4-0. One absent.

4. Discussion of BOS Policies

Vice-Chair Kastrinelis noted some of the policies are outdated. The Board reviewed the policies and offered amendments. Selectman Watson suggested taking this under advisement and discussing this further when there is a full board in attendance.

APPROVAL OF THE MINUTES:

5. Board of Selectmen Meeting Minutes from August 14, 2023.

A motion was moved by Selectman Naves and seconded by Selectman Parenteau to approve the Board of Selectmen Meeting Minutes from August 14, 2023. Voted: 4-0. One absent.

6. Board of Selectmen Meeting Minutes from September 11, 2023.

A motion was moved by Selectman Naves and seconded by Selectman Parenteau to approve the Board of Selectmen Meeting Minutes from September 11, 2023. Voted: 4-0. One absent.

APPOINTMENTS OF THE BOARD:

7. Accept the Resignation of Susan D'Angelo from the Cultural Council effective October 23, 2023. Selectman Naves thanked Susan for being on the Cultural Council for 10 years.

A motion was moved by Selectman Naves and seconded by Selectman Parenteau to accept the Resignation of Susan D'Angelo from the Cultural Council effective October 23, 2023. Voted: 4-0. One absent.

8. Appoint Larry Elardo, Mill Street of Groveland, to the Cultural Council for October 24, 2023, thru June 30, 2024.

A motion was moved by Selectman Naves and seconded by Selectman Parenteau to appoint Larry Elardo, Mill Street of Groveland, to the Cultural Council for October 24, 2023, thru June 30, 2024. Voted: 4-0. One absent.

TOWN ADMINISTRATOR'S TIME

TA Oldham reported: Groveland Municipal Light Dept. and the Town received a grant for electric charging stations in town, there will be three locations; 23 School Street in the Municipal lot, Pines Recreation area and Municipal Light Building on Salem Street. Shout out to Kevin Snow for making this happen. Thank you to all those that participated with Pumpkin Fest; it was very successful and there was more attendance this year than in prior years. The Whittier School project is coming down the pipeline; there is a public meeting with the Whittier School scheduled for November 18th, 10:00 am – 12:00 pm at

the Langley Adams Library; this will be added as a future agenda item and the Superintendent will be invited to a BOS meeting to do a presentation.

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.*

- None.

OLD OR UNFINISHED BUSINESS

OTHER ITEMS NOT REASONABLY ANTICIPATED AT TIME OF POSTING:

TA Oldham noted there was a questions regarding residential yard sales. Right now the bylaw says the SB approve them, but this is very inconvenient since the BOS only meets every other week. This will be on the next agenda to review.

CORRESPONDENCE:

- Invitation from Pentucket Regional School District for the meeting on November 7th State of the District Regional School Agreement Meeting.
- The final letter that was assembled by the Massachusetts Association of Select Boards that was submitted to the Lt. Governor and the Governor, our comments are included in some capacity.
- American Legion notification regarding the Veterans Day Ceremony to be held on Friday, November 10th at 10:30 am at the Fire Station.

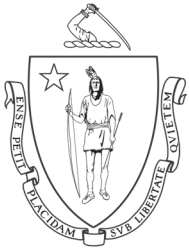
ADJOURNMENT:

A motion was moved by Selectman Naves and seconded by Selectman Parenteau to adjourn the meeting at 8:15 pm. Voted: 4-0. One absent.

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

Respectfully submitted,

Katherine T. Ingram



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
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BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

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November 16, 2023

Steven Baker
Via email: steve@bakernet.io

Dear Mr. Baker:

We understand that on or about July 6, 2023, you filed a complaint with the Groveland Board of Selectmen ("Board"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. Our office received notification of the complaint and a response from the Board on August 1, 2023.

If a complainant is unsatisfied with the public body's response, and at least 30 days have passed since the complaint was filed with the public body, the complainant may request review by our office by filing a copy of the initial complaint with the Division of Open Government. G.L. c. 30A, § 23(b); 940 CMR 29.05(7). The request for review generally must be filed no later than 90 days after the date of the alleged Open Meeting Law violation. 940 CMR 29.05(7). We notified you on August 16, 2023 that if we did not receive the request for review from you by October 03, 2023, we would presume the action taken by the Board was sufficient and would close this file. Our office currently has no record that you requested review of the complaint. Therefore, we now consider this matter closed.

Please feel free to contact me if you have any questions or believe anything stated in this letter to be inaccurate.

Sincerely,

A handwritten signature in blue ink, appearing to read "N. Arellano".

Natalie Arellano
Paralegal
Division of Open Government

cc: Groveland Board of Selectmen