



BOARD OF SELECTMEN
Meeting Agenda
Monday, February 26, 2024

Groveland Town Hall 183 Main Street, Groveland, MA 01834

TOWN OF GROVELAND
2024 FEB 22 PM 12:15
TOWN CLERK
RECEIVED/POSTED

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=dnpQNjNmTVpOVHA0bWdUMHBMeFlvQT09>

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 6:30 P.M.

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.*

DISCUSSION & POSSIBLE VOTE

1. Approve the Field Use Permit for the use of the Pines Recreation Area Utility Field 1 and 2 by the Pentucket Youth Football, Scott Chicarello, for August 15, 2024 through November 15, 2024.
2. Approve the Special event Permit for the use of Elm Square by the Alzheimer's Association, Megan Stephen from Cadence Sports, for June 1, 2024 for the Ride to End ALZ New England from 8am to 2:30pm.
3. Approve Property Use Permit for the Daisy Girl Scout Troop to use the Little Red School House lawn for Cookie Sale on March 10th from 10am to 1pm.
4. Greater Amesbury Public Health Excellence Group Inter-Municipal Agreement (IMA) for the Public Health Excellence for Shared Services Grant, *David Greenbaum, Chair of the Board of Health*
5. Parking at Shanahan Field Discussion, *Selectman Kastrineils*
6. Fiscal Year 2023 Audit Report, Marcum, LLP
7. Ratify the Collective Bargaining Agreement for the New England Benevolent Association, Local #113 Groveland Fire and Police Signal Operators Association, July 1, 2024 through June 30, 2026.
8. 2023 Town Report Draft, *Town Administrator*
9. Email from Mayor Sean Reardon of Newburyport to form a Whittier Task Force, *Town Administrator*
10. Accept the resignation of John Stokes, III as Planning Board member effective February 26, 2024.
11. Accept the resignation of Joseph McMains as a Police Officer effective February 14, 2024.
12. Accept the resignation of Cynthia Batista as a Dispatcher effective February 14, 2024.

APPOINTMENTS OF THE BOARD

APPROVAL OF THE MINUTES

13. Board of Selectmen Meeting Minutes January 2, 2024

OLD OR UNFINISHED BUSINESS

14. Reminder of Upcoming Election and Open Seats, *Selectman MacDonald*

OTHER ITEMS NOT REASONABLY ANTICIPATED AT TIME OF POSTING

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.*

CORRESPONDENCE

15. Invitation from Dr. Justin Bartholomew to attend the Pentucket Regional School Committee public hearing on the budget and FY25 budget presentation on Tuesday, February 27th at 6PM in the Middle-High School.

16. Letter from Meghan Picanco, regarding the Langley-Adams Library

The next regularly scheduled meeting of the Board of Selectmen will be Monday, March 11, 2024, at 6:30PM.

Submitted by: Chairman Daniel MacDonald



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



MEMO

To: Board of Selectmen
From: Rebecca Oldham, Town Administrator
cc:
Date: February 13, 2024
Re: Pines Recreation Area Utility Field 1 and 2, Field Use Permit (#2024-FP7)

Scott Chicarello on behalf of the Pentucket Youth Football League is looking to reserve the minor field at Shanahan Field from August 5, 2024 through November 15, 2024.

The league anticipates approximately 100+ kids from 2nd to 8th grade this season with 4 teams.

Weekday practices are from 5pm to 8pm.

The League will provide their Certificate of Insurance, and they will also provide the \$200 fee for the permit. If approved the permit will be #2024-FP7 and a letter of approval will be sent to the League notifying them of approval and include reminders for trash pickup and contacts for help with field maintenance, etc.

The Board is being asked to approve Field Use Permit #2024-FP7 for the Pentucket Youth Football League to use the Pines Recreation Area Utility Field 1 and 2, from August 5, 2024 through November 15, 2024 contingent upon receipt of the Certificate of Insurance and field use fee.





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



MEMO

To: Board of Selectmen
From: Rebecca Oldham, Town Administrator
cc:
Date: February 22, 2024
Re: Pines Recreation Area Pavilion Special Event and Use Permit (#2024-SP4)

Megan Stephen from Cadence Sports on behalf of the [Alzheimer's Association](#) is looking to reserve Elm Square for the Ride to End ALZ New England on June 1, 2024 from 8am to 2:30pm.

This will be the 28th annual Ride to End ALZ New England, a fully supported, one-day fundraising event on the beach with 14 miles of coastal riding. There would be two 10 x 10 pop up tents and the group will be using the location as a rest stop and also using bathrooms. They will have porta potties on site.

The organization will need their Certificate of Insurance, and they will also provide the fee for the permit of \$200. If approved, the permit will be #2024-SP4 and a letter of approval will be sent notifying of approval and include reminders for trash pickup and contacts for help with the restrooms, etc.

The Board is being asked to approve Special Event Permit #2024-SP4 for Alzheimer's Association for the Ride to End ALZ New England to use Elm Park on June 1, 2024 from 8am to 2:30pm contingent upon receipt of the permit fee.





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



MEMO

To: Board of Selectmen
From: Rebecca Oldham, Town Administrator
cc:
Date: February 22, 2024
Re: Little Red School House Property Use Permit (#2024-PP1)

Sarah Farinato on behalf of the Daisy Troop at the Bagnall School is looking to use the lawn at the Little Red School House (24 Broad Street) on March 10, 2024 from 10am to 2pm.

The group will be selling cookies and will not need access to the building. The Police Chief has reviewed the request and does not have any concerns as long as traffic is not obstructed. Since the cookies are pre-packaged, there is no need for additional permitting from the Board of Health.

The Board is being asked to approve Property Use Permit #2024-PP1 for the Daisy Troop to use the lawn at the Little Red School House (24 Broad Street) on March 10, 2024 from 10am to 2pm.



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 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:

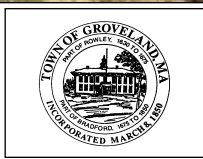
TO BE FILLED IN

Town of Groveland

02/22/2024



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of Groveland & MassGIS/MassGIS. MVPC AND THE TOWN OF GROVELAND MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN OF GROVELAND AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.



<ul style="list-style-type: none"> MVPC Boundary Parcels Easements 	<ul style="list-style-type: none"> Hydrographic Features 	<ul style="list-style-type: none"> Roads Streams 	Legend <ul style="list-style-type: none"> Interstate Major Road Local Road Wetlands
---	---	---	--



**Powers &
Sullivan, LLC**
CPAs AND ADVISORS

TOWN OF GROVELAND, MASSACHUSETTS

MANAGEMENT LETTER

JUNE 30, 2023

To the Honorable Board of Selectmen
Town of Groveland, Massachusetts

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Groveland, Massachusetts as of and for the year ended June 30, 2023, (except for the Groveland Municipal Light Department which is as of and for the year ending December 31, 2022) in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

However, during our audit we became aware of other matters that we believe represent opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions concerning those matters.

We will review the status of these comments during our next audit engagement. We have already discussed these comments and suggestions with various Town personnel and will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management of the Town of Groveland, Massachusetts, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.



January 11, 2024

TOWN OF GROVELAND, MASSACHUSETTS

MANAGEMENT LETTER

JUNE 30, 2023

CONTENTS

Page

Comments and Recommendations	1
Bank Reconciliations	2
Fraud Risk Assessment	2
Documentation of Internal Controls.....	3

COMMENTS AND RECCOMENDATIONS

BANK RECONCILIATIONS

Comment

One of the most effective internal controls to detect and correct errors in a timely manner is a timely process of reconciling bank balances to the cash book in the Treasurer's office and then comparing those reconciled Treasurer's cash book balances to the Town's general ledger. Performing these monthly reconciliations helps to ensure that errors are detected and corrected timely and that records are complete and accurate.

The Town maintains approximately 50 bank accounts, most of which are reconciled to the Town Treasurer's cash book on a timely basis. However, we have previously noted for a number of years, that two of the Town's accounts had unreconciled differences between the bank balance and the book balance maintained by the Treasurer.

These unreconciled variances were the result of significant turnover in key financial positions, and the current members of the Town's financial team had been working to reconcile the accounts to a consistent unidentified variance.

Current Status

Resolved – In 2023, the Town established consistent reconciliation procedures and the previous year's variances were isolated and ultimately adjusted off the Town's ledger balances.

FRAUD RISK ASSESSMENT

Comment

The opportunity to commit and conceal fraud exists where there are assets susceptible to misappropriation and inadequate controls to prevent or detect the fraud. To address this risk, we recommend that the Town perform a risk assessment to identify, analyze, and manage the risk of asset misappropriation. Risk assessment, including fraud risk assessment, is one element of internal control. Thus, ideally, the Town's internal control should include performance of this assessment, even though our annual financial statement audits include consideration of fraud.

The fraud risk assessment can be informal and performed by a management-level individual who has extensive knowledge of the Town that might be used in the assessment. Ordinarily, the management-level individual would conduct interviews or lead group discussions with personnel who have extensive knowledge of the Town, its environment, and its processes. The fraud risk assessment process should consider the Town's vulnerability to misappropriation of assets.

When conducting the self-assessment, questions such as the following can be considered:

- What individuals have the opportunity to misappropriate assets? These are individuals who have access to assets susceptible to theft and to records that can be falsified or manipulated to conceal the theft.
- Are there any known pressures that would motivate employees with the opportunity to misappropriate assets? Pressures may relate to financial stress or dissatisfaction. In assessing whether these pressures may exist, the assessor should consider whether there is any information that indicated potential financial stress or dissatisfaction of employees with access to assets susceptible to misappropriation.

- What assets of the Town are susceptible to misappropriation?
- Are there any know internal control weaknesses that would allow misappropriation of assets to occur and remain undetected?
- How could assets be stolen? Assets can be stolen in many ways besides merely removing them from the premises. For example, cash can be stolen by writing checks to fictitious employees or vendors and cashing them for personal use.
- How could potential misappropriation of assets be concealed? Because many frauds create accounting anomalies, the perpetrator must hide the fraud by running through an adjustment to another account. Generally, fraud perpetrators may use accounts that re not closely monitored.

Current Status

Unresolved - The Town has not yet developed or implemented a formal fraud risk assessment.

Continuing Recommendation

We continue to recommend that management develop and implement a fraud risk assessment program to identify, analyze, and manage the risk of asset misappropriation. Department heads should provide information detailing any activities within their departments that may lend themselves to potential fraud, i.e., identification of idle cash or collections that don't get turned over daily or instances where internal controls over Town assets are not in place or are not functioning as intended.

DOCUMENTATION OF INTERNAL CONTROLS

Comment

In December 2013, the U.S. Office of Management and Budget (OMB) issued *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) in an effort to (1) streamline guidance for federal awards while easing the administrative burden and (2) to strengthen oversight over the expenditure of federal funds and to reduce the risks of waste, fraud and abuse.

The Uniform Guidance supersedes and streamlines requirements from eight different federal grant circulars (including OMB Circular A-133) into one set of guidance. Local governments were required to implement the new administrative requirements and cost principles for all new federal awards and to additional funding to existing awards made after December 26, 2014 (fiscal year 2016).

In conformance with Uniform Guidance, the non-Federal entity must: (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States (the Green Book) and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Management is responsible for internal controls and to see that the entity is doing what needs to be done to meet its objectives. Governments have limited resources and constraints on how much can be spent on designing, implementing, and conducting systems of internal control. The COSO Framework can help management consider alternative approaches and decide what action it needs to take to meet its objectives. Depending on circumstances, these approaches and decisions can contribute to efficiencies in the design, implementation, and conduct of internal control. With the COSO Framework, management can more successfully diagnose issues and assert effectiveness regarding their internal controls, and, for external financial reporting, help avoid material weaknesses or significant deficiencies.

The COSO internal control framework must incorporate the 5 major components of internal control, while addressing the 17 principles of internal control that support the COSO framework. Refer to www.coso.org for articles describing the 5 components and their 17 principles in detail.

Management should evaluate and assess the government's internal control system to determine whether: each of the five essential elements of a comprehensive framework of internal control is present throughout the organization; whether each element addresses all of the associated principles; and whether all five elements effectively function together.

Current Status

Partially Unresolved – The Town is in the process of drafting an internal control document using the COSO Internal Control Framework. The Town plans to finalize this document in 2024.

Continuing Recommendation

We recommend management follow the best practice for establishing and documenting their internal control system using the COSO Internal Control Framework.

COLLECTIVE BARGAINING AGREEMENT

TOWN OF GROVELAND

AND

**NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL #113
GROVELAND FIRE AND POLICE SIGNAL OPERATORS' ASSOCIATION**

JULY 1, 2024 THROUGH JUNE 30, 2026

This Agreement entered into by the Town of Groveland acting through its Board of Selectmen, hereinafter referred to as the Employer, and New England Police Benevolent Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

TABLE OF CONTENTS

ARTICLE	NAME	PAGE
1	Recognition	1
2	Union Membership & Bulletin Boards	1
3	Union Representatives	2
4	Grievance Procedure	2-3
5	Job Description	3M4
6	Holidays	5
7	Vacations	5-6
8	Sick Leave	6-7
9	Personal Days	8
10	Overtime and Call-In Pay	8
11	Leaves	9
12	Bereavement Leave	10
13	Seniority	10
14	Health and Insurance Plan	10-11
15	Filling of Vacancies	11
16	Safety and Health	11
17	Personnel Folders	12
18	In-Service Training	12
19	The Family & Medical Leave Act of 1993	13
20	Paternity Leave	13
21	Miscellaneous Provisions	13
22	Wages and Compensation	14
23	Duration	15

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time Employees who work 20 hours per week or more, and the successors to such Employees, except that the Town does not recognize the Union as representing temporary or part-time Employees working less than 20 hours per week.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing conditions contained in this Agreement.

The term "Employee" as used in this Agreement refers to each member of the Bargaining Unit.

The Employer agrees not to discharge, discipline, or discriminate in any way against any Employee covered by this Agreement because of Union membership or activities.

ARTICLE 2

UNION MEMBERSHIP & BULLETIN BOARDS

At the time a new Employee is hired who will be subject to the Agreement, the Employer will inform the employee that the Union is the exclusive bargaining agent for wages, hours, and other conditions of employment.

All employees, upon completion of their probationary period, shall either join the Union or pay to the Union an agency service fee equivalent to the regular Union dues, as a condition of employment.

The Employer agrees to deduct weekly dues and agency fees from the pay of employees who have executed a written authorization form, and to remit to the Union on a monthly basis all such deductions.

The Employer shall provide bulletin board space in the Police Station in an appropriate area for the posting by the Union of Notices regarding Union business and activities.

ARTICLE 3

UNION REPRESENTATIVES

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer immediately of any changes.

A duly elected delegate or alternate, upon prior request made to the appropriate department head or his designate shall be granted reasonable time off with pay during working hours to attend conventions of the State and National Bodies.

A Union Steward or other representative, upon prior request made to the appropriate department head or his designate, shall be granted reasonable time off with pay during working hours to investigate and to settle grievances, and to attend collective bargaining meetings with the Employer.

ARTICLE 4

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1: The Union representative, with or without the aggrieved Employee, shall take up the grievance or dispute in writing with the Employee's department head within five (5) working days of the date of the grievance or his knowledge of its occurrence. The department head shall attempt to adjust the matter and shall respond in writing to the representative within five (5) working days of the date that the department head received the grievance.

STEP 2: If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing within seven (7) working days after the response of the department head is due. The Board of Selectmen shall respond in writing within ten (10) working days of presentation, exclusive of Saturdays, Sundays, and legal Holidays.

STEP 3: If the grievance is still unsettled, either party may, within fifteen (15) days after reply of the Board of Selectmen is due, by written notice to the other, request arbitration.

Arbitration proceedings shall be conducted by the Board of Conciliation and Arbitration, the decision of the Arbitrator shall be rendered within fifteen (15) days of the completion of the arbitration hearings, but such period may be extended by

mutual agreement of the parties hereto. The Arbitrator shall not have the right to add to, detract from, or in any way alter provisions of this Agreement.

The grievance as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

No Employee shall have the right to require arbitration, the *right* being reserved to the Employer and the Union.

The Employer will make available, upon request, such records which the parties agree are pertinent to the arbitration, and are not, in the opinion of the Employer, entitled to confidential status.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

Grievance involving disciplinary action shall be processed beginning at the next highest step from the authority involved in the original disciplinary action.

A decision rendered by an Arbitrator under the Agreement shall be final and binding on both parties, but the Town or Union may submit more than one Question for Arbitration at the same time, and the Arbitrator may render separate decisions of each such Question.

ARTICLE 5

JOB DESCRIPTION

Every Employee shall be presented with an updated job description within three (3) months of the enactment of this Agreement. The job description shall be a clear, concise and accurate summary of duties, responsibility, and requirements of the job and shall include any special conditions of employment. An Employee's unspecified job duties shall be limited to the Employee's basic occupational category, unless an emergency or natural disaster arises, which would require Employees to perform additional duties to handle said Emergency.

The following is the Agreed upon Job Description:

The position of Fire and Police Signal Operator in the Communications Department has many responsibilities. The Employee receives all communications from the public and other agencies. Once received, the Employee immediately informs the patrol officers of any emergencies or seivice calls, or refers the information to the appropriate person or agency. In addition to

this function, an Employee is also required to know how to use all communication equipment, including all computers, radios, office equipment and phone systems.

The duties and responsibilities of an Employee includes, but are not limited to the following:

Answer all incoming phone calls in a timely, calm and civil manner, and relay the information to the appropriate person or agency.

Immediately relay all emergency and service calls to the patrol officers on duty.

Be familiar with emergency procedures in order to dispatch the proper agencies.

Keep all personnel, who are dispatched to a call, fully informed of any new information received relating to that call, and respond to any requests made by the officer on the scene.

Acquire a sufficient knowledge of the streets, businesses and other significant areas in the town in order to dispatch calls accurately.

Have a complete knowledge of all communication equipment, such as the CJIS in-house computers, the 911 system office equipment and phone system.

Report to the officer-in-charge any malfunction or defect in the equipment.

Use the Watch tour Monitor when there is a prisoner in a cell.

Be certified in CPR.

Follow all departmental policies and procedures listed in the in-house computer, and follow all directives and/or orders from the Chief of Police or his designee.

All Employees shall adopt the so-called 4 and 2 system which provides that a Signal Operator shall work for four (4) consecutive days then shall be off duty for two (2) consecutive days, and shall then resume his/her work cycle.

Employees on special assignments who work other than rotation of four (4) days on and two (2) days off, shall average the same number of total days off per year.

The Department work shift hours will be:

7:00 AM to 3:00 PM
3:00 PM to 11:00 PM
11:00 PM to 7:00 AM

Town agrees to create Dispatch Supervisor position, pay and title added to the structural chart listed in Article 12 Item 1 wages.

ARTICLE 6

HOLIDAYS

All regular full-time employees shall receive time off without loss of pay for the following State Legal Holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Floater (to be taken at employee's option)

In addition to those holidays specified, the employees shall be entitled to any specially declared federal or state holidays which occur in the course of the year. Any employee required or scheduled to work on any of the above days shall be compensated at the overtime rate of 1-1/2 times the employee's regular rate of pay, in addition to the eight hours holiday pay at straight time. If the employee and the department head agree time may be taken off in lieu of the time and one-half monies. If any of the above holidays fall on a normal day off, the employee shall be entitled to a compensatory day off, to be taken at a later date with prior approval from the Police Chief or his/her designee or the employee may elect to be paid eight (8) hours of straight time pay.

ARTICLE 7

VACATIONS

All employees covered by the Agreement shall be entitled to the following vacation without loss of pay:

- (A) From one (1) to five (5) consecutive years, ten (10) working days;
- (B) Upon completion of five (5) consecutive years, fifteen (15) working days;
- (C) At six (6) through twenty (20) consecutive years an employee will gain one (1) day each year to a maximum of thirty (30) working days.

In cases where the vacation requests by two or more employees conflict, preference, subject to the operational needs of the department, shall be given to employees on the basis of seniority.

Vacation time may be taken by a four hour minimum, day, week or weeks, if the employee wishes. To receive the above vacation employees must notify the Police Chief or his/her designee, seventy-two (72) hours in advance of anticipated use of vacation. Vacation will be granted provided suitable substitutes can be arranged. In the event of the death of an employee, any accrued vacation pay shall be paid to his/her estate.

When an employee is called into work during their vacation, he/she shall receive time and one-half for the hours worked in addition to the vacation pay.

Employees may carry up to ten (10) days unused vacation time over to following fiscal year.

With one month's notice, employees shall be allowed to be paid for up to five (5) vacation days per year that they choose not to use, at their normal rate of pay including any applicable shift differential.

After successfully completing the six (6) month probationary period and with the approval of the Chief of Police, an employee may use up to one-half (5 days) of their first year's accrual.

ARTICLE 8

SICK LEAVE

Sick Leave shall be granted in accordance with the provisions hereof, without loss of pay, benefits or seniority to each employee, for sickness.

Employees who are absent for more than three (3) consecutive days due to illness are required to provide a physician's certification excusing such absence. Failure to comply will result in loss of pay until a certificate is submitted.

Each employee shall be credited with 1.25 calendar days per month of credited service for Sick Leave to a maximum of fifteen (15) per year.

Employees covered by this agreement who call in sick must notify the Officer In Charge (OIC) directly at least four (4) hours before the start of their assigned shift.

Eligibility for Sick Leave commences after six (6) months of continuous service.

Employees covered by this agreement may use up to three (3) days per year of

Any Employee covered by this Agreement shall upon retirement be entitled to receive, as severance pay in addition to any other benefits to which he/she may then be entitled, thirty percent (30%) of all his/her accumulated, unused Sick Leave, up to a maximum of one hundred fifty {150} days, to be repurchased by the Town at the Employee's then applicable per diem rate including any regularly scheduled shift differential. In the event of the death of any Employee covered by this Agreement, his/her beneficiaries shall be entitled to receive, as a death benefit, thirty percent (30%) of all his/her accumulated, unused Sick Leave, up to a maximum of one hundred fifty (150) days, to be repurchased by the Town at the Employee's then applicable per diem rate including any regularly scheduled shift differential.

For Employees hired after July 1, 2017, and upon retirement, shall be entitled to receive, as severance pay in addition to any other benefits to which he/she may then be entitled, twenty percent (20%) of all his/her accumulated, unused Sick Leave, up to a maximum of one hundred fifty (150) days, to be repurchased by the Town at the Employee's then applicable per diem rate including any regularly scheduled shift differential. In the event of the death of any Employee covered by this Agreement, his/her beneficiaries shall be entitled to receive, as a death benefit, twenty percent (20%) of all his/her accumulated, unused Sick Leave, a maximum of one hundred fifty (150) days, to be repurchased by the Town at the Employee's then applicable per diem rate including any regularly scheduled shift differential.

Employees who utilize Leave under Article 19, the Family and Medical Leave Act of 1993, shall be allowed to draw on their available Sick Leave in increments of 4 hours to 5 days per week after all other authorized paid leave (vacation, personal) has been exhausted.

SICK LEAVE DONATION

In the event of an illness or accident by which an employee exhausts all accumulated sick time, vacation time, personal days and time que, he/she may request a sick time donation from other employees of the bargaining unit.

Such requests will be made in writing to the Chief of Police. Members may, at their sole discretion, donate up to a maximum of 10 sick days from their sick day account per fiscal year to the requesting employee who meets the requirements of paragraph 1 of this section and paragraph 2 of this Article.

Employees who choose to make such a donation must also submit their intention in writing to the Chief of Police.

current sick time for "Family Sick". Limited to use for spouse, children, or immediate family residing in the same household.

ARTICLE 9

PERSONAL DAYS

Each Employee shall be granted three (3) personal days per contract year, non cumulative. The first day used no reason need be given. Second day reason given in writing to the Chief of Police or his/her designee. A forty-eight (48) hour notice shall be given for use of the above personal days except for emergency situations. Personal Leave shall not be unreasonably denied.

ARTICLE 10

OVERTIME AND CALL-IN PAY

Full-time Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of their eight (8) hour work day and their forty (40) hour work week.

Employees who are called into work at times other than their regular tours of duty shall be guaranteed a minimum of four (4) hours pay at time and one-half.

Employees who are required to work past his/her regular eight (8) hour shift will be paid for any additional time worked at time and one-half.

When overtime shifts become available they will be given to full-time employees on a rotating basis so the shifts are divided as equitably as possible between the full-time employees. Such overtime shall be granted after use of all Reserves have been exhausted.

The Employer shall keep records in the official time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the union representative and the supervisor involved.

All authorized paid leave shall count as time worked in the computation of overtime.

All full time Fire and Police Signal Operators will be offered a minimum of ten (10) overtime shifts, per person, per fiscal year. Current method of rotating overtime shifts may be superseded by a Sergeant or above, according to department need, so long as each Signal Operator is offered their 10 overtime shifts within a given fiscal year.

ARTICLE 11

LEAVES

Any Employee who sustains injury or illness arising out of his/her employment in the town service, who has any accumulated leave on the books, shall be entitled to receive his/her full pay until such time as the employee becomes eligible to receive pay under provisions of workers compensation. Upon receipt of such workers compensation payments, the employee shall reimburse and pay over to the town the total amount of such payments for the periods of time during which he/ he has received full pay from the town under this section.

Each Employee shall be granted special leave with pay for any part of the day or a day on which he/she is able to secure another Employee to work his/her place provided such substitution does not impose any additional cost to the town, the Employer approves and is notified in writing thirty-six (36) hours in advance of said proposed schedule change.

Any full-time member of the bargaining unit who has been an employee of the Department for five or more years shall be entitled to a six (6) month unpaid leave of absence. Said leave of absence shall be granted upon thirty (30) days notice to the Chairman of the Board of Selectmen. During the term of said leave no benefits or seniority shall accrue except that the employee shall remain eligible to participate in the medical and other insurance plans offered by the Town at 100% cost to the employee during the term of his/her leave in accordance with the provisions of Massachusetts General Laws 32B. Upon return from such leave all benefits and seniority previously accrued shall be restored to the employee.

Upon completion of six (6) months of absence the employee must complete five (5) more years of continuous employment before becoming eligible to request another leave of absence. This section may be waived at the discretion of the employer.

Full-time employees who are called for State or Federal Military Training Duty shall be paid any difference in compensation between that drawn in a normal working period of two (2) weeks in their regular town employment and the total compensation (excluding travel allowance) of the military duty.

Such payment shall be limited to a period not to exceed two (2) weeks in any calendar year and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

ARTICLE 12

BEREAVEMENT LEAVE

In the event of death in the immediate family of a full-time employee, the employee shall be granted four (4) days off with pay. Immediate family will include spouse, mother, father, mother-in-law, father-in-law, sister, brother, child, step-child, grandparent, or relative residing with an employee's household. The employee shall be granted three (3) days off with pay in the event of death of a daughter-in-law or son-in-law. Exception to this may be made where the funeral is out of town and in which the employer is authorized to grant reasonable additional time off.

In the event of a death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew each employee shall be granted one (1) day leave with pay. The leave provided in this section as in the preceding section, for special reasons may be extended upon approval of the employer.

ARTICLE 13

SENIORITY

Seniority is herein defined as the length of continuous employment of any employee of the bargaining unit measured from the date of appointment. Should an individual resign from the Department or accept a permanent position outside of the unit, seniority shall be lost. In the event such an individual re-enters the bargaining unit, seniority shall be computed from the date of the re-entry into the unit.

In the even of identical appointment dates, department seniority shall be computed from the date of an employee's training appointment, if identical then part-time appointment if applicable.

In the event the Town reduces departmental strength, employees will be released according to seniority, with the least senior employee being released first and rehired last.

ARTICLE 14

HEALTH INSURANCE PLAN

The Town shall provide each full-time employee with the same medical coverage as other town employees under Massachusetts General Law 32B. All full-time employees will be reimbursed by the Town for eyeglasses broken in the line of duty.

Employees who may choose to opt-out of the Town's health insurance plan shall receive an annual opt-out bonus of \$1,000 for single coverage and \$2,500 for family coverage. Employees must be on the town's insurance for a full-year before opting out and must remain off for at least an entire plan year once opt-out bonus is paid.

ARTICLE 15

FILLING OF VACANCIES

When a new position necessitates promotion of an employee, or hiring of a new employee, or a vacancy occurs which management desires to fill, notice shall be posted for seven (7) days on the Association Bulletin Board during which time employees may apply, in writing, for the opening as prescribed in the notice. Seniority shall be the governing factor in filling of vacancies.

The Union and the Town agree that it would be in the best interest of both parties to have departmental vacancies filled from within the Union within a reasonable period of time, and the town agrees that it will fill all departmental vacancies within a reasonable period of time.

When a full-time Employee's position becomes vacant the Union shall conduct internal bidding on said position. After said bidding the Union will notify the Employer of which position still remains vacant.

ARTICLE 16

SAFETY AND HEALTH

The Communications Center and equipment will be maintained, and in good working order, to ensure the safety of employees and the general public.

Employees who believe a safety problem exists within Communications will notify the Employer of the specific problem as soon as possible. The Employer will respond in writing within seventy-two (72) hours.

The Employer shall recognize that due to work conditions within the Communications Department it is difficult for employees to attend to their personal needs. The Employer shall work with Employees to implement procedures to resolve this situation and set standards to allow employees breaks as required by law.

ARTICLE 17

PERSONNEL FOLDERS

Any Employee will have reasonable opportunities to review their personnel folders.

No derogatory information will be placed in any employee's folder, or become a part of an employee's official departmental record, without written notification being supplied to the employee.

Any employee may rebut any information in their personnel folder by the grievance procedures set down in this Agreement.

ARTICLE 18

IN-SERVICE TRAINING

It is agreed that training programs are needed to maintain and improve Department efficiency, and it is agreed that such training shall be approved by the Town after discussion with the Union.

When an employee is required to attend training courses, the Town shall provide for tuition and will provide the necessary time off for such training without loss of regular pay.

The in-service training programs shall include all State mandated courses that are funded with the State.

New full-time Employees will be required to train at least four (4) hours per day for five (5) consecutive days up to a maximum of sixty (60) hours. New employees will be trained by full-time personnel only. After this mandatory training period is completed more flexible hours can be used to finish the employee's training. Training may be extended by the Chief of Police.

Any employee who chooses to take a job related course not in-service training as above shall receive pre-approval from the Chief of Police and pass the course with a minimum of A - C in order to be reimbursed for said course.

ARTICLE 19

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The Groveland Board of Selectmen and the Union, will comply with all provisions of the Family and Medical Leave Act of 1993. See Article 8 Sick Leave, for utilization of Sick Leave.

ARTICLE 20

PATERNITY

After Delivery, employees may use up to two (2) weeks unpaid leave.

ARTICLE 21

MISCELLANEOUS

RULES AND REGULATIONS

The Town agrees to provide twenty-four (24) hour notice of all work Rules and Regulations to employees prior to their taking effect. All notices to employees shall be in writing.

SAVINGS CLAUSE

In the even that any Article, Section or portion of this Agreement is found to be invalid, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such State or Federal Law, Rule or Regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the employer and may be submitted to the Union to be expedited arbitration.

COURT TIME PAY

Full-time employees who are required to attend Court on behalf of the Commonwealth or Town of Groveland in a criminal case, including conferences with prosecuting officials and hearings on complaints, will be paid for all hours spent in Court at a rate of one and one-half times the employee's rate of pay. A minimum of three(3) hours time shall be paid for appearances in District Court and a minimum of six (6) hours for appearances in Superior Court.

JURY DUTY

While on Jury Duty an employee shall receive his/her regular weekly salary and the employee will turn his/her jury duty pay over to the Town exclusive of travel allowance.

ARTICLE 22

WAGES AND COMPENSATION

A. The following wage rates shall be in effect for the life of the Agreement for all full-time Dispatchers:

	EFFECTIVE 7-1 24	EFFECTIVE 7-1-25	EFFECTIVE 7-1-26
1-3 YEARS	28.37	28.94	29.52
3 + YEARS	30.35	30.96	31.58
SUPERVISORS	31.26	31.89	32.52

B. Employees working the 2nd shift will receive a 5% differential.
Employees working the 3rd shift will receive a 10% differential.

C. The chief of Police will select a Leaps Representative who will receive an additional one dollar (\$1.00) per hour.

This Agreement shall take effect July 1, 2024 and shall expire June 30, 2026. On or about January 1, 2026 with proper notification, the parties shall meet to confer on a new agreement. If an agreement is not reached by June 30, 2020, this Agreement shall remain in full force until the parties reach a new Agreement.

TOWN OF GROVELAND

Chair



NEPBA Local 113 Representative

Vice Chair

NEPBA Local 113 President

Selectman

Selectman

Selectman

From: [Sean Reardon](#)
To: [Debbie Eagan](#); [Neil Harrington](#); [Mayor Gove](#); [Carol McLeod - Finance \(X3040\)](#); [StephenC@ipswichma.gov](#); [opacheco@georgetownma.gov](#); [Tracy Blais](#); [Rebecca Oldham](#); [Town Manager](#); [mayor@cityofhaverhill.com](#)
Cc: [Christine Jackson](#); [Andrew Levine](#)
Subject: Whittier Task Force
Date: Wednesday, February 21, 2024 1:14:43 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Good Afternoon Local Leaders,

I hope everyone is having a great week. I wanted to bring us all together to kick off this Whittier Task Force idea. My hope was to have two people from each community: the 11 of us on this email and then a representative from each city council or select board. I am going to send a similar email to them as well to get this on their radar. I know this will be a long process. Anything that this group comes up with will eventually have to go through each community's board for approval. I have already spoken about this group with our City Council President Ed Cameron who is eager to participate. As you know Newburyport has been working with law firm Pierce Atwood to examine the 1967 Regional Agreement and compile a list of possible amendments to that agreement. I will have a document to share from them when we meet.

I am proposing that we meet on Wednesday, March 4th at 2pm here at City Hall in our Auditorium. Please let me know if that does not work for you. My idea for a first agenda is as follows:

- Welcome/Introduction on group and purpose
- Round table discussion around the vote
- Next steps for Whittier including capital plan and ongoing communication
- Opportunities around the agreement
- Process for potential amendments
- Next Steps

I look forward to meeting with you all, and please let me know what questions or concerns you may have.

Respectfully,

Sean Reardon
Mayor
City of Newburyport
60 Pleasant St.
PO Box 550
Newburyport, MA 01950
978-465-4411
Sign up for e-alerts and general City information on CityofNewburyport.com



Disclaimer

This communication from the City of Newburyport is intended only for the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail in error, please notify the sender immediately and destroy this e-mail and all copies of it. Thank you.

The Commonwealth of Massachusetts considers most electronic communications to and from public employees to be public records and disclosable under the Massachusetts Public Records Law and its implementing regulations.

February 15, 2024

Daniel MacDonald, Chair
Groveland Board of Selectmen
183 Main Street
Groveland, MA 01834

Mr. MacDonald,

I am writing to notify you that I am resigning from my position on the Planning Board effective February 26, 2024. It has been a pleasure to serve on the Planning Board, and I thank the residents of Groveland for the opportunity.

Sincerely,



John Stokes III

CC: Groveland Planning Board, Groveland Town Clerk



Groveland Police Department

JEFFREY T. GILLEN
Chief of Police

181 MAIN STREET
Groveland, MA 01834



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

jgillen@grovelandpolice.com

To: Rebecca Oldham, Town Administrator

From: Jeffrey Gillen, Chief of Police

Date: February 21, 2024

Subject: Retirement of Dispatcher

Please notify the Board that Dispatcher Cynthia Batista resigned from the police department effective February 20, 2024, and will be filing for retirement.



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: Rebecca Oldham, Town Administrator

From: Jeffrey Gillen, Chief of Police

Date: February 21, 2024

Subject: Retirement of Officer

Please notify the Board that Officer Joseph McMains resigned from the police department effective February 14, 2024 and that he is pursuing a career as an electrician.

GROVELAND ELECTION INFORMATION 2024

LOCAL ELECTION MONDAY MAY 6, 2024

GROVELAND TOWN HALL 183 MAIN STREET

7 AM TO 8 PM

ELECTION POSITIONS AVAILABLE

POSITION	TERM
Assessor	3 Year Term
Assessor	2 Year Term
Board of Health	3 Year Term
Board of Library Trustee	3 Year Term
Board of Library Trustee	3 Year Term
Board of Library Trustee	3 Year Term
Board of Selectmen	3 Year Term
Board of Selectmen	3 Year Term
Board of Selectmen	3 Year Term
Cemetery Commission	3 Year Term
Electric Light Commission	3 Year Term
Housing Authority	5 Year Term
Moderator	1 Year Term
School Committee	3 Year Term
Water & Sewer Commission	3 Year Term
Ballot Question	
Vote to Change Assessor from Elected	to Appointed

IMPORTANT LOCAL ELECTION DATES

DATE	EVENT
January 17, 2024	Nomination Papers Available from Town Clerk
March 14, 2024	Last day to obtain Nomination Papers
March 18, 2024	Last day to file Nomination Papers
April 3, 2024	Last day to withdraw Nomination Papers
April 19, 2024	Last day to Register to Vote
	Early In Person Voting Schedule
	TBD

ANNUAL SPRING TOWN MEETING

DR. ELMER S BAGNALL **MONDAY, APRIL 29, 2024**

REGISTRATION DEADLINE

FRIDAY APRIL 19 **LAST DAY REGISTER FOR TOWN MEETING**



BOARD OF SELECTMEN

Meeting Minutes

Tuesday, January 2, 2024

Groveland Town Hall 183 Main Street, Groveland, MA 01834

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

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

CALL MEETING TO ORDER AT 6:30 P.M. – Acting Chair Kastrinelis called the meeting to order at 6:30 pm and introduced the members of the Board of Selectman as well as the Town Administrator. Acting Chair Kastrinelis explained that Chair MacDonald was expected to join the meeting.

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. Approve Field Use Permit for Essex Premier, Nicole Marisolo, for use of Shanahan Field for a soccer clinic July 22nd through August 2nd from 8am to 2pm.
A motion was moved by Selectman Naves and seconded by Selectman Parenteau to approve the Field Use Permit for Essex Premier, Nicole Marisolo, for use of Shanahan Field for a soccer clinic July 22nd through August 2nd from 8am to 2pm. Voted: 4-0. One absent.
2. Whittier Vocational Technical School Building Project, *Selectmen Watson:*
Acting Chair Kastrinelis recused herself from the meeting; Selectman Naves took over the discussion.
Selectman Watson reminded everyone of the vote taking place on Tuesday, January 23, 2024 from 11:00 am until 7:00 pm; this is voting to approve a new building at Whittier Voke Tech. There is no early voting for this election. Selectman Watson reported that when the Superintendent presented plans to the BOS, he had suggested having copies of the building plans available at the Library and the Town Hall in all eleven communities and that never happened – for transparency reasons Selectman Watson thought this would be a good idea and the Superintendent had agreed. According to the Business Manager at Whittier Voke Tech for the average priced home in Groveland at \$575,000, they are looking at an increase of about \$264 yearly for thirty years, however, according to the Board of Assessors, the average price is now higher than \$575,000. Selectman Naves noted the significant cost for extensive repairs that are needed at the current building.
3. Personnel Policies & Procedures Manual, *Town Administrator:*
Chair MacDonald joined the meeting and was present for this discussion.
TA Oldham explained that Personnel Policies & Procedures have not been updated since 2005 and a lot has changed in that time. This was one of TA Oldham's goals to review and update as needed and that is what is in front of the BOS tonight. This will be posted for employees to review for ten days and then there will be a Public Hearing to allow for comments; the information has been sent out to the Department Heads. Selectman Kastrinelis felt that this document being presented provides clarification for the employees.

APPOINTMENTS OF THE BOARD:

- None.

APPROVAL OF THE MINUTES:

4. Board of Selectmen Meeting Minutes November 20, 2023:
A motion was moved by Selectman Kastrinelis and seconded by Selectman Naves to approve the Board of Selectmen Meeting Minutes November 20, 2023. Voted: 5-0.

OLD OR UNFINISHED BUSINESS:

- Selectman Kastrinelis talked about comments she received in regards to the trash contract and the use of the overflow bags that are not being adhered to and asked the Board what they would like to do to enforce this. Chair MacDonald suggested adding this to a future agenda.

OTHER ITEMS NOT REASONABLY ANTICIPATED AT TIME OF POSTING:

- Selectman Kastrinelis noted that there are reports of target practice being done at Center Street; not sure if this is in fact true but would like to ask the Police to add enforcement signage there.

TOWN ADMINISTRATOR'S TIME:

TA Oldham reported:

- The final budget book should be ready electronically on Friday.
- Reminder that the vote is taking place on January 23, 2024 to approve moving forward with the MSBA; this vote is for the building and will not be for funding at this time that will be determined at a later date.

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.*

- Chair MacDonald: will invite the Town Clerk to the next meeting to talk about the upcoming town elections.
- Selectman Kastrinelis: asked about inviting the Fire to discuss ways to regionalize services. Would like to discuss changing the BOS to Select Board, this will be added to the next meeting agenda.

CORRESPONDENCE

5. Fiscal Year 2024 Fair Share Apportionment Letter
6. City of Newburyport Whittier Info Night Flyer, January 9th at 6pm:
 - this is about the school building project.

ADJOURNMENT:

A motion was moved by Selectman Kastrinelis and seconded by Selectman Parenteau to adjourn the meeting at 7:35 pm. Voted: 5-0.

The next regularly scheduled meeting of the Board of Selectmen will be Tuesday, January 16, 2024, at 6:30PM.

Respectfully submitted,

Katherine T. Ingram

From: [Bartholomew, Justin](#)
To: [Town Manager](#); [Rebecca Oldham](#); [Carol McLeod - Finance](#)
Cc: [Jennifer Penney - Selectmen's Office](#)
Subject: Fwd: Tomorrow's SC Meeting, 2/13
Date: Monday, February 12, 2024 2:01:39 PM

Carol (or Jennifer), Rebecca, and Angus,

Below is a message I just sent to the SC members regarding what would happen if PRSD closes tomorrow. Quick summary - if we close, we will postpone the meeting until Tuesday, 2/27 @ 6PM (same location). If you could share this with your respective BoS and FinCom members, that would be great.

Thanks!
~ Justin

----- Forwarded message -----

From: **Bartholomew, Justin** <jbartholomew@prsd.org>
Date: Mon, Feb 12, 2024 at 1:59 PM
Subject: Tomorrow's SC Meeting, 2/13
To: SchoolCommittee <schoolcommittee@prsd.org>

Dear School Committee

In consultation with the Chair, we have agreed that if the district is closed tomorrow (and it is trending in that direction), then we will postpone Tuesday's SC Meeting (Public Budget Hearing) meeting until Tuesday, February 27th at 6PM. In turn, that means that we will either meet on Tuesday March 5th or Tuesday March 12th to vote on the budget number (that can be a discussion for later).

If you have any questions, please call or text me!

~ Justin

The Right-To-Know Law provides that most e-mail communications, to or from School District employees 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.

Meghan Picanco
34 Benjamin Street
Groveland, MA 01834

February 15, 2024

Board of Trustees, Langley Adams Library
Select Board, Town of Groveland
Rebecca Oldham, Town Administrator
185 Main Street
Groveland, MA 01834

Dear Members of the Board of Library Trustees, Select Board, and Town Administrator Oldham,

As a Groveland resident, my family and I have been patrons of the Langley Adams Library since our move to town in 2020. Having recently attended the open meeting of the Board of Trustees on February 14, 2024, I was compelled to write this letter on behalf of my husband, three young children, and myself. I was inspired by the sentiments expressed during the meeting and aim to echo and reinforce the collective support for Bergen Daley and the Library, particularly for the benefit of its numerous young patrons.

We are a family of readers. I am fortunate that my children have inherited a passion for reading and enjoy trips to explore options and find new adventures in text. Miss Bergen Daley quickly stood out in her role as the Youth Services librarian making my kids feel very welcome. She quickly learned their names and sought ways to foster their love of reading with her friendly demeanor and positive attitude. Additionally, she saw them as individuals and made recommendations that fit each of their strengths & interests. She clearly shined in her role and was able to make an impact on the kids in the community inspiring a new generation to appreciate reading & seek out the services of a library.

When Bergen was not working, the change in atmosphere was palpable. My kids (and myself) often did not choose to linger and browse book selections on those days as the reception was often nonexistent or outright off putting. If Miss Bergen wasn't there, and the kids were ready to select a prize for meeting their reading goal, they were hesitant to ask other staff to help them. Previous experiences interacting with other staff at Langley Adams made them feel out of place, like they were being a hassle or that they were asking too much.

Miss Bergen's exceptional contributions as the Youth Services librarian are evident and it is clear to me and my family that her positive influence extends far beyond the walls of the library. Her ability to create a welcoming and nurturing environment for our children has not only fostered a love for reading but has also contributed to the library's role as a central hub for community engagement. The stark contrast in atmosphere on days when she is absent emphasizes the profound impact an individual can have on the overall ambiance of our beloved library.

A library is meant to be a welcoming inviting place for all ages of the community to gather. Yet, in my experience this isn't always the case at Langley Adams. I can share another personal anecdote illustrating the cold atmosphere mentioned by other patrons during the Feb 14th meeting. During a recent programming activity, I was waiting in the lobby for the club that Bergen was hosting to end. I am a public school teacher and personally know how frustrating it is when work carries late after a long day. With that said, I would never imagine turning off my classroom lights and packing up my bags while my students were present thereby sending a clear signal that they are not welcome. Yet, this is exactly what I witnessed. While Bergen was wrapping up the last meeting of the program, the other librarian proceeded to turn off all the remaining lights and stand waiting with coat and bag evidently eager and ready to leave. The tension was apparent and the vibe clearly said leave. There were several other mothers waiting in the dark library, when I opted to walk out and sit in my car rather than standing in the dark library waiting for my son to finish attending a club he enjoys.

The incident during the recent programming activity serves as a poignant reminder that the library is more than just a physical space filled with books; it is a community center where inclusivity and warmth should prevail. The 2018 Massachusetts Public Library Trustee Handbook, presented by the Commonwealth of Massachusetts Board of Library Commissioners says, "It should be constantly kept in mind that the board's first responsibility is toward the public, to provide adequate and satisfactory library service, and this obligation takes precedence over personalities, prejudices, and partisanship." (82) This highlights the foundational principle that the board's paramount responsibility is to ensure a high standard of library service for the public. A service and environment that transcends personal biases. Additionally, it is imperative that the Board take steps that clearly underscores a commitment to fostering an environment where library-goers can access resources and engage in activities without feeling unwelcome.

The importance of prioritizing the patrons' experience over personal preferences cannot be overstated. The public voiced their opinion and I am convinced that the sentiments expressed during the recent Board of Trustees meeting are reflective of a genuine

concern for the well-being of our community and the vital role the Langley Adams Library plays within it.

I urge the Board of Library Trustees, Select Board, and Town Administrator Oldham to consider the valuable insights shared by the community during the Open Meeting and the numerous emails and letters referenced, along with the open letter and petition presented by Adriana Woods.

If help is needed, I hope that the Board of Library Trustees, Select Board, and Town Administrator Oldham will seek out resources available. With that in mind, I wanted to highlight another reference to the Massachusetts Trustee Handbook, which shares that "When dissatisfaction is felt by either side regarding policies, program, or administration of the library, it has been found that impartial consultant service is useful... Trustees and directors can contact the Massachusetts Library System and/or the Massachusetts Board of Library Commissioners for consulting services." (81) This reference serves as a constructive suggestion for the Board of Library Trustees, Select Board, and Town Administrator Oldham. I encourage you to explore external expertise to address the community concerns and facilitate a positive transformation within the Langley Adams Library.

The Langley Adams Library has the potential to grow in its role as a community center for all residents, while continuing to foster a love for learning and community connections for the youngest generation. By addressing concerns and actively working towards a more inclusive and welcoming atmosphere, town leaders can ensure that our library remains a cherished asset for generations to come. I sincerely hope you will prioritize the well-being of our community and uphold the true spirit of a public library.

Sincerely,

A handwritten signature in black ink, appearing to read "Meghan Picanco". The signature is fluid and cursive, with the first name "Meghan" written in a larger, more prominent script than the last name "Picanco".

Meghan Picanco