



Board of Selectmen's Meeting  
Meeting Materials  
October 19, 2023



**NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH  
THE PROVISIONS OF MGL 30A §18 – 25**

**BOARD/COMMITTEE/COMMISSION: Board of Selectmen**

**DATE SUBMITTED TO TOWN CLERK: October 17, 2023, 10:30 PM**

**MEETING DATE: Thursday, October 19, 2023 TIME: 6:00 PM**

**LOCATION: Town Hall, 511 Main Street, Dunstable, MA**

**Topics the Chair Reasonably Anticipates will or could be Discussed:**

Note: All topic placement & times are estimated and may vary *tremendously* from projections

**SCHEDULED AGENDA**

<b>1.</b>	<b><i>Call to Order</i></b>
<b>2.</b>	<b><i>Public Comments</i></b>
<b>3.</b>	<b><i>PFAS at GDRHS &amp; Intermunicipal Agreement with Town of Groton*</i></b>
<b>4.</b>	<b><i>Special Town Meeting Warrant*</i></b>
<b>5.</b>	<b><i>New Business/Old Business</i></b>
<b>6.</b>	<b><i>Adjourn</i></b>

**\*Votes likely to be taken**

(Note: This listing of matters reflects those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.)

This week's meeting will be streaming live on [You Tube](#).

PFAS at GDRSD  
Inter-Municipal Agreement

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**INTERMUNICIPAL AGREEMENT FOR  
WATER SYSTEM EXPANSION**

THIS AGREEMENT (this “Agreement”) entered into this \_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) is by and between the **Town of Groton**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 173 Main Street, Groton, Massachusetts 01450 (“Groton”), and the **Town of Dunstable**, a Massachusetts municipality acting by and through its Board of Selectmen, with a mailing address of 511 Main Street, Massachusetts 01827 (“Dunstable”). Groton and Dunstable are together as the “Parties” and individually a “Party.”

**WHEREAS**, Groton and Dunstable are parties to a regional agreement creating the Groton-Dunstable Regional School District (the “GDRSD”) and share the operational and capital costs of the GDRSD in accordance with that regional agreement;

**WHEREAS**, the potable water supply for the GDRSD High School property in Groton and several neighboring properties in Groton and Dunstable is contaminated with per- and polyfluoroalkyl substances (PFAS);

**WHEREAS**, the Parties seek a collective solution to supply potable water to the GDRSD High School property in Groton and neighboring properties in Groton and Dunstable affected by PFAS contamination;

**WHEREAS**, the Parties are authorized by M.G.L. c. 40, § 4A, to enter into intermunicipal agreements for the purpose of obtaining the services of one municipality, which the other municipality is authorized by law to perform;

**WHEREAS**, the Parties are each empowered by law to incur costs to supply potable water to the GDRSD High School property;

**WHEREAS**, the Parties are each empowered by law to supply potable water to residential, commercial, and institutional customers, which is a proper governmental function and service;

**WHEREAS**, Groton’s potable water supply system, operated by the Groton Water Department, has capacity to supply potable water to the GDRSD High School property and neighboring properties in Groton and Dunstable affected by PFAS contamination;

**WHEREAS**, Groton is willing to assume the obligation to construct, operate, and maintain an expansion of its potable water supply system to serve the GDRSD High School property and neighboring properties in Groton and Dunstable affected by PFAS contamination, in accordance with the terms and conditions of the Groton Town Code and the Rules and Regulations of the Groton Water Department, as may be amended from time to time (collectively, the “Groton Regulations”);

**WHEREAS**, Dunstable is willing to assume certain costs associated with an expansion of Groton’s potable water supply system to serve the GDRSD High School property and

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neighboring properties in Groton and Dunstable affected by PFAS contamination, and to allow Groton to expand its potable water supply system within a defined area of Dunstable, in accordance with the terms of this Agreement.

**NOW THEREFORE**, pursuant to the provisions of M.G.L. c. 40, § 4A, and in consideration of the mutual promises, payments, covenants, and agreements set forth in this Agreement, the Parties agree as follows:

1. Groton Water System Expansion (Phase 1).

1.1. Phase 1 Defined. Groton shall expand its potable water supply system by installing new water mains from the intersection of Common Street and ~~Chicopee Row~~ Hollis Street in Groton, then along Hollis Street and Chicopee Row to the GDRSD High School property in Groton, then along Chicopee Row to the Groton/Dunstable municipal boundary, then further along Groton Street in Dunstable to Kemp Street, then further along Kemp Street in Dunstable to the Groton/Dunstable municipal boundary, and then further along North Street in Groton to the intersection with Wyman Road, as shown on the plan entitled “Regional Water System Plan – Phase 1”, attached as “Exhibit A” (“Phase 1”). The portion of Phase 1 located in Dunstable shall be known as the “Dunstable Phase 1 Service Area.”)

1.2. Phase 1 Construction.

- a. Groton shall be responsible for the planning, designing, bidding, permitting, and construction of Phase 1, which shall comply with all applicable federal, state, and local laws, rules, and regulations.
- b. Dunstable shall provide Groton with its full cooperation in the planning, designing, bidding, permitting, and construction of Phase 1, including but not limited to granting any easements and licenses, executing applications, and providing letters of support necessary for Phase 1.
- c. Dunstable shall have the right to review and approve, not to be unreasonably withheld, all specifications and plans prepared for Phase 1 prior to the commencement of construction.
- d. Groton and its contractors and agents are hereby granted a non-exclusive right to enter and open the public ways in the Dunstable Phase 1 Service Area as necessary for the construction of Phase 1.
- e. Dunstable shall waive various permitting fees with respect to the initial construction of Phase 1 within the Dunstable Phase 1 Service Area.
- f. Upon completion of construction, Groton shall provide Dunstable with as-built plans of Phase 1.

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- 1.3. Phase 1 Cost Estimate. The planning, designing, bidding, permitting, and construction costs for Phase 1 are estimated at \$12,800,000.
- 1.4. Phase 1 Cost Division.
- a. The Parties shall divide the costs of Phase 1 as follows:
    - i. Groton: 77.6% (estimated at \$9,937,000);
    - ii. Groton Water Department: 7.8% (estimated at \$1,000,000);
    - iii. Dunstable: 14.6% (estimated at \$1,863,000).
  - b. The Parties acknowledge that the total cost of Phase 1 may differ from the estimate set forth in Section 1.3, and that the Parties are obligated under this Agreement to share the total cost of Phase 1 based upon the percentages set forth in this Section 1.4, provided however, that if the total estimated cost of Phase 1 will exceed \$13,056,000 (a 2% increase over the estimate set forth in Section 1.3), the Parties shall reopen this Agreement and negotiate amended terms or terminate this Agreement.
  - c. The total cost of Phase 1 may be reduced by grants or other payments by third parties, which shall reduce the Parties' payments for Phase 1 but not the percentages set forth in this Section 1.4, provided however, that the Groton Water Department's contribution of \$1,000,000.00 is based on a 30-year loan commitment to be paid out in equal payments upon final permanent bonding for Phase 1 and this amount shall not be reduced by grants or other payments by third parties.
- 1.5. Phase 1 Funding. The Parties shall separately seek appropriations to fund their respective shares of the costs of Phase 1, and each Party shall notify the other Party upon obtaining the necessary appropriation to fund its respective share of the costs of Phase 1.
- 1.6. Phase 1 Payments. Groton shall invoice Dunstable for its share of the Phase 1 costs as set forth in a side letter to be negotiated by the Groton Town Manager and the Dunstable Town Administrator and executed by the Parties prior to Groton incurring any costs for Phase 1, said side letter to be attached to this Agreement as Exhibit C.
- 1.7. Pre-Construction Termination: This Agreement may be terminated prior to the construction of Phase 1 as follows:
- a. If Groton fails to notify Dunstable that it has obtained the necessary appropriation for Phase 1 costs by June 30, 2024, then Dunstable may terminate this Agreement upon providing written notice of such termination to Groton, unless the deadline for such appropriation is extended by mutual, written agreement of the Parties.
  - b. If Dunstable fails to notify Groton that it has obtained the necessary appropriation for Phase 1 costs by June 30, 2024, then Groton may terminate this Agreement upon providing written notice of such termination to Dunstable, unless the deadline for such appropriation is extended by mutual, written agreement of the Parties.

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- c. If Groton fails to obtain all permits and approvals required for Phase 1, including but not limited to approvals for any interbasin transfers, by December 1, 2024, then either Party may terminate this Agreement upon providing written notice of such termination to the other Party, unless the deadline for such permits and approvals is extended by mutual, written agreement of the Parties. Upon a termination under this Section 1.7(c), Groton shall provide Dunstable with a final invoice for costs incurred pursuant to this Agreement for Phase 1, and Dunstable shall remit payment to Groton for the costs set forth in said invoice within thirty (30) days. This provision shall survive the termination of this Agreement.

2. Service, Operation, and Maintenance of the Dunstable Phase 1 Service Area.

- 2.1. Water Service Connections. Within the Dunstable Phase 1 Service Area, water connections shall be available to residential, commercial, and institutional properties with frontage along streets containing water mains or with legal access to such frontage, subject to available capacity and pursuant to the applicable terms of the Groton Regulations. Groton shall be responsible for approving any water service connection within the Dunstable Phase 1 Service Area, subject to applicable permitting by Dunstable. Properties within the Dunstable Phase 1 Service Area shall be subject to in-town connection charges and other fees applicable to properties located in Groton under the Groton Regulations.

2.2. Water Rates, Charges, Billing, and Collection.

- a. Metering. Groton shall install and maintain water meters for water uses in the Dunstable Phase 1 Service Area. Pursuant to water meter readings, Groton shall apply Groton's in-town rates, fees, and charges for water service, as set forth in the Groton Regulations.
- b. Billing. Groton shall bill water users in the Dunstable Phase 1 Service Area in accordance with the in the Groton Regulations.
- c. Collections. If a water user in the Dunstable Phase 1 Service Area fails to pay a properly payable fee, rate, or charge, then Groton shall send notice of the delinquent account(s) to Dunstable's Board of Assessors. Dunstable shall pursue the necessary measures to collect the unpaid fees, rates, or charges, including the steps necessary to secure a municipal lien in accordance with M.G.L. c. 40, § 42A and for the benefit of payment to Groton. Groton may pursue a contract claim for unpaid fees, rates, or charges or terminate water service to a customer located in the Dunstable Phase 1 Service Area, in accordance with M.G.L. c. 40, § 42B. Subject to pre-approval by Groton of an estimated budget received from Dunstable, Groton shall reimburse Dunstable for its costs, including reasonable attorney's fees and costs, in pursuing and collecting any unpaid fees, rates, or charges, including actions necessary to secure municipal liens on the real property of delinquent customers located in the Dunstable Phase 1 Service Area.

2.3. Operations and Maintenance.

- a. Costs. Groton shall be responsible for the operation, maintenance, and repair of its potable water supply infrastructure in the Dunstable Phase 1 Service Area. All costs in connection with the operation, maintenance, and repair of the Dunstable Phase 1 Service Area shall be borne by Groton, it being the intent of this Agreement that there shall be no cost whatsoever to Dunstable for the Dunstable Phase 1 Service Area following the initial construction of Phase 1.
- b. Access. Groton is hereby granted a non-exclusive right to enter and open the public ways in the Dunstable Phase 1 Service Area for purposes of inspecting, repairing, replacing, maintaining, and monitoring the potable water supply infrastructure in the Dunstable Phase 1 Service Area. For non-emergency work on potable water supply infrastructure in the Dunstable Phase 1 Service Area, Groton shall give written notice to Dunstable and shall apply for a street opening permit at least fourteen (14) days prior to the commencement of work. Groton shall perform any inspections, repairs, replacements, maintenance, and monitoring in a prompt and continuous manner and shall take all necessary steps to minimize disruption to the public ways in Dunstable, including hiring police details when deemed necessary by Dunstable.
- c. Emergency Shut-Off. In the case of an emergency creating a threat to the public health or safety as determined by Groton, Groton may suspend or terminate water service in the Dunstable Phase 1 Service Area immediately and without prior written notice. Written notice shall be provided as soon as practicable thereafter.
- d. Emergency Conditions. Groton shall be responsible for responding to emergency calls regarding water ~~sewer~~ service in the Dunstable Phase 1 Service Area. Each Party shall immediately, within not more than twenty-four hours or as soon as practicable, notify the other of any emergency or condition which may affect the water system of the other Party.



3. Pepperell and Dunstable Water System Expansion (Phase 2).
- 3.1. Agreement with Pepperell. The Parties shall jointly enter into an intermunicipal agreement with the Town of Pepperell (“Pepperell”) to install new water mains from a connection point in Pepperell along Jersey Street in Pepperell to the Pepperell/Groton municipal boundary, then along North Street in Groton to connect with Phase 1, and from Phase 1 at the intersection of Kemp Street and Groton Street in Dunstable along Groton Street in Dunstable to the intersection of Groton Street and Pleasant Street in Dunstable to connect with existing potable water supply infrastructure in Dunstable, as shown on the plan entitled “Regional Water System Plan – Phase 2”, attached as “Exhibit B” (“Phase 2”).
- 3.2. Phase 2 Cost Estimate. The planning, designing, permitting, and construction costs for Phase 2 attributable to Groton and Dunstable are estimated at \$3,100,000.
- 3.3. Phase 2 Cost Division.
- a. The Parties shall divide the costs of Phase 2 as follows:
- i. Groton: 50% (estimated at \$1,550,000);
- ii. Dunstable: 50% (estimated at \$1,550,000);
- b. The Parties acknowledge that the total cost of Phase 2 may differ from the estimate set forth in Section 3.2, and that the Parties are obligated to share the total cost of Phase 1 based upon the percentages set forth in Section 3.3, provided however, that if the total estimated cost of Phase 2 will exceed \$3,162,000 (a 2% increase over the estimate set forth in Section 3.2), the Parties shall reopen this Agreement and the intermunicipal agreement with Pepperell and negotiate amended terms or terminate one or both agreements.
- c. The total cost of Phase 2 may be reduced by grants or other payments by third parties, which shall reduce the Parties’ payments for Phase 2 but not the percentages set forth in Section 3.3.
- 3.4. Phase 2 Funding. The Parties shall separately seek debt authorizations and appropriations to fund their respective shares of the costs of Phase 2.
- 3.5. Phase 2 Construction, Payments, and Operations. The Parties shall determine their obligations for construction, payments, and operations for Phase 2 in the intermunicipal agreement with Pepperell.
- 3.6. Phase 1 Contingent Upon Phase 2 Agreement. The Parties agree that if the Parties do not enter the intermunicipal agreement with Pepperell contemplated in this Section 3 for Phase 2 by January 31, 2024,, then Parties shall reopen this Agreement and negotiate amended terms or terminate this Agreement, unless the deadline for the intermunicipal agreement with Pepperell is extended by mutual, written agreement of the Parties. Groton expressly acknowledges that funds expended by Groton for Phase 1 may not be subject to

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cost sharing from Dunstable in the event that the Parties do not enter the intermunicipal agreement with Pepperell contemplated in this Section 3 for Phase 2 by January 31, 2024.

4. **MISCELLANEOUS PROVISIONS**

- 4.1. **Term.** This Agreement shall commence on the Effective Date and shall continue for twenty-five (25) years, unless earlier terminated, provided that in no event shall the term of this Agreement exceed the maximum term for an intermunicipal agreement set forth in M.G.L. c. 40, § 4A.
- 4.2. **Insurance.** Groton shall obtain and maintain at all times during the term of this Agreement the following insurance coverages:
- i. **General Liability** with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis, with Dunstable named as additional insured.
  - ii. **Comprehensive Automobile Liability** with coverage for bodily injury of \$500,000 each person and \$1,000,000 each accident and coverage for property damage of \$1,000,000 each accident, with Dunstable named as additional insured.
  - iii. **Excess Liability** with \$2,000,000 minimum limits in excess of underlying limits, with Dunstable named as additional insured. The umbrella shall be no more restrictive than underlying coverage.
  - iv. **Worker's Compensation and Employer's Liability** per Commonwealth of Massachusetts statutory limit.

Groton shall provide Dunstable with suitable evidence of the required insurance coverage. This insurance shall be written by a company licensed to do business in the state of Massachusetts with a minimum A.M. Best rating of A- VII. Each policy shall provide for written notification to Dunstable at least thirty (30) days prior to termination, material change or restrictive amendments. The coverages and limits are to be considered minimum requirements under this contract and in no way limit the liability of the Contractor. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and may result in termination of this Agreement.

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- 4.3. Liability. Pursuant to M.G.L. c. 40, § 4A, each Party shall be liable for the acts and omissions of its own employees and not for the employees of the other in the performance of this Agreement, and to the extent provided by M.G.L. c. 258. By entering into this Agreement, none of the Parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law.
- 4.4. Maximum Financial Liability. Pursuant to M.G.L. c. 40, § 4A, this Agreement sets forth the maximum extent of each Party's financial liability, which is each Party's share of the costs set forth herein.
- 4.5. Financial Safeguards.
- a. Pursuant to M.G.L. c. 40, § 4A, starting on the first day of each month following the Effective Date and continuing until the completion of construction of Phase 1, Groton shall provide Dunstable with monthly reports regarding the construction progress and costs associated with the construction of Phase 1.
  - b. Pursuant to M.G.L. c. 40, § 4A, upon the connection of one or more properties in Dunstable to the Dunstable Phase 1 Service Area and continuing until the termination of this Agreement, Groton shall provide Dunstable with quarterly reports concerning the status, operation, revenues, and costs of the Dunstable Phase 1 Service Area.
  - c. Groton shall provide Dunstable with access to all records concerning (i) the Dunstable Phase 1 Service Area, and (ii) the setting of water rates paid by customers in the Dunstable Phase 1 Service Area.
- 4.6. Dispute Resolution. If any dispute arises out of the scope, interpretation, operation, or alleged or actual breach of this Agreement, the Parties shall negotiate in good faith and attempt to resolve such dispute within thirty (30) days after the date that a Party gives written notice of such dispute to the other Party. If the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree), the Parties agree that the aggrieved party may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.
- 4.7. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- 4.8. Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained in this Agreement.
- 4.9. Amendment. The provisions, terms, and conditions of this Agreement shall be modified only by written amendments executed by both of the Parties.
- 4.10. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or

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indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

- 4.11. Assignment. No Party 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 the other Parties.
- 4.12. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- 4.13. Recitals. The Recitals provided in this Agreement are acknowledged by the Parties to be material terms and conditions of this Agreement.
- 4.14. Headings. The article, section, and paragraph headings provided in this Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.
- 4.15. Execution / Counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document format (.pdf) copy of this Agreement, shall be binding upon the Parties as fully and to the same extent as an original signed copy. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.
- 4.16. Notices. With the exception of invoices sent in accordance with Section 1.1 of this Agreement, all notices required or permitted by this Agreement shall be in writing and sent to the Parties as set forth below:

If intended for Groton:

Town Manager  
Town of Groton  
173 Main Street  
Groton, MA 01450  
Email: townmanager@grotonma.gov

If intended for Dunstable:

Town Administrator  
Town of Dunstable  
511 Main Street  
Dunstable, MA 01827  
Email: townadministrator@dunstable-ma.gov

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Notice shall be deemed given: (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by U.S. first-class or certified mail; (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required; (c) upon the date personal delivery is made; or (d) upon the date when it is sent by email, if the sender receives a reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

**[SIGNATURES ON NEXT PAGE]**

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IN WITNESS WHEREOF, the Parties have set their hands and seals effective on the day and year first above written.

TOWN OF GROTON

TOWN OF DUNSTABLE

\_\_\_\_\_  
Mark Haddad, Town Manager,  
Duly authorized by vote of the Groton  
Select Board on \_\_\_\_\_, 2023

\_\_\_\_\_  
Jason Silva, Town Administrator  
Duly authorized by vote of the Dunstable  
Board of Selectmen on \_\_\_\_\_, 2023

Acknowledged:

Acknowledged:

| Town of Groton Board of Water ~~and Sewer~~  
Commissioners

Town of Dunstable Board of Water  
Commissioners

\_\_\_\_\_, \_\_\_\_\_,  
Duly authorized by vote of the  
Town of Groton Board of Water ~~and Sewer~~  
Commissioners  
on \_\_\_\_\_, 2023

\_\_\_\_\_, \_\_\_\_\_,  
Duly authorized by vote of the  
Town of Dunstable Board of Water  
Commissioners  
on \_\_\_\_\_, 2023

Special Town Meeting  
Warrant Overview

# **SPECIAL TOWN MEETING WARRANT OVERVIEW**

**NOVEMBER 13, 2023  
SWALLOW UNION ELEMENTARY SCHOOL  
7 PM**



# ARTICLE 1

## **Unpaid Bills of FY22 and FY23:**

To see if the Town will vote to appropriate from Free Cash (Surplus Revenue) a sum of money for the purpose of paying unpaid bills of FY2022 and FY2023, or take any action in relation thereto.

Sponsored by the Board of Selectmen and Advisory Board

# ARTICLE 1 - EXPLANATION

## **FY22**

Verizon Business, Inc. - \$12.55: Highway Department phone bill

NFP Corporate Services, LLC - \$3,750: Health Insurance Consulting Services

## **FY23**

Nicols Woodworks - \$1,600: Removal of a large dead pine tree from the corner of Rideout Cemetery

LHS Associates - \$863: Election services and support

Election Systems & Software - \$776.78: Election services and support

**Total: \$7,002.33**

# ARTICLE 2

**Section 22 - Town Center Zoning Bylaw:** To see if the Town will vote to amend the Zoning Bylaws by making the following additions and amendments, and to authorize the Town Clerk to make non-substantive changes to the numbering of the Zoning Bylaws as necessary, or take any action in relation thereto (insertions are underlined):

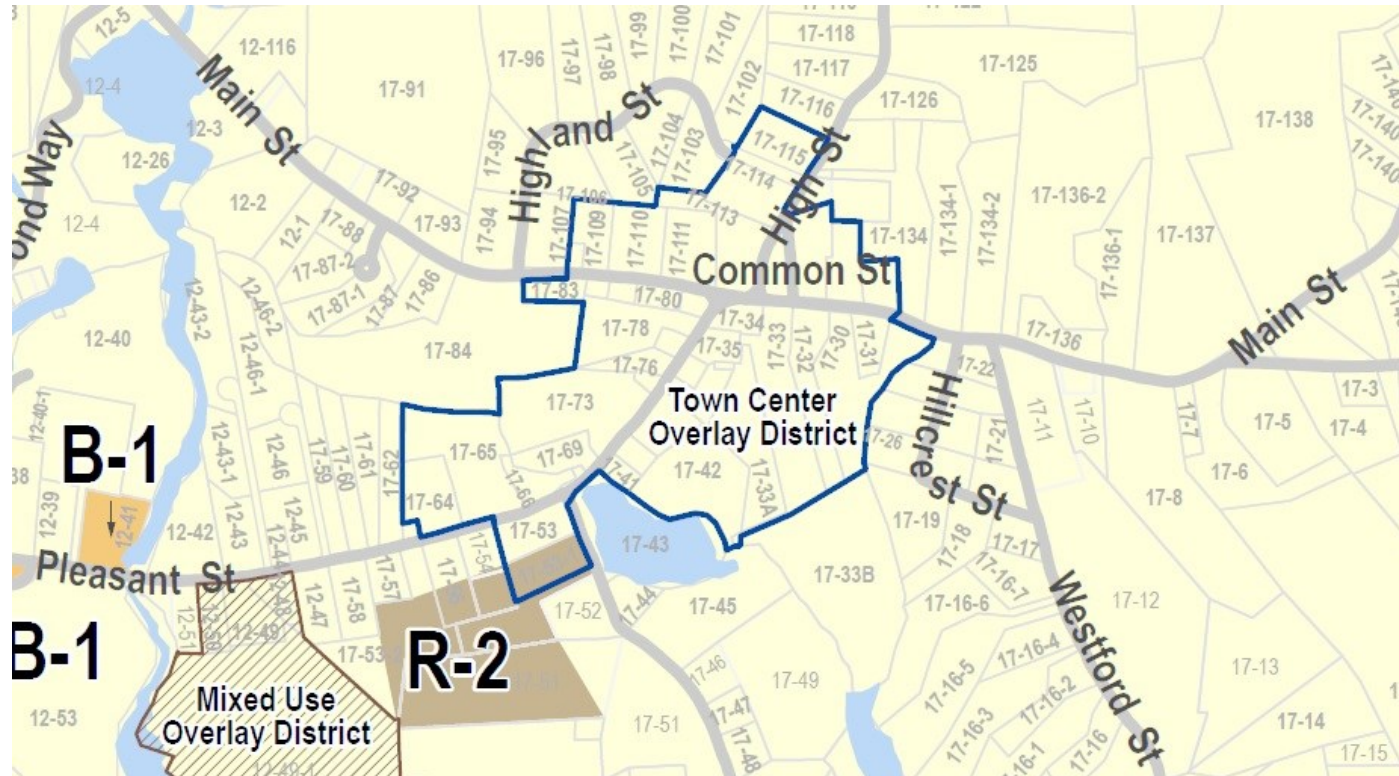
Inserting under Section C, Number 7:

8. Conversion of existing buildings for the sale of alcohol products for off premise consumption to be limited to one establishment in the TCD. The sale of nips (spirits sold in the volume or 2oz. or less), cigarettes, and lottery tickets are prohibited.

Sponsored by the Planning Board and Board of Selectmen

# ARTICLE 2 - EXPLANATION

- This change to the Town Center Zoning Bylaw would allow for one retail establishment to sell alcohol products within the Town Center Zoning District.
- Currently, the bylaw allows the sale of alcohol within the Town Center District only if the alcohol is brewed and/or fermented onsite.



# ARTICLE 3

## **Changing the Board of Selectmen in the Town of Dunstable to the Select Board Special Act:**

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to enact special legislation to change the name of the Board of Selectmen to Select Board with references to the Board of Selectmen replaced with “Select Board” in Town Bylaws, as set forth below, and further, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court, which amendments shall be within the public purposes of said petition, or take any other action in relation thereto.

# ARTICLE 3

## AN ACT CHANGING THE BOARD OF SELECTMEN IN THE TOWN OF DUNSTABLE TO THE SELECT BOARD

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

SECTION 1: Notwithstanding any general or special law to the contrary, the executive body of the town of Dunstable, previously known as the board of selectmen, shall be known as the select board and shall have the powers and authority of a board of selectmen under any general or special law, by-law of the town, or any rule or regulation applicable thereto. The members of the select board, previously known as selectmen, shall be known as select board members.

SECTION 2: Notwithstanding sections 21 and 32 of chapter 40 of the General Laws and section 5 of chapter 40A of the General Laws or any general or special law to the contrary, the select board of the town of Dunstable may amend the general and zoning by-laws of the town by majority vote to revise all references to the board of selectmen and its members to select board and select board member, respectively, in accordance with section 1.

SECTION 3. This act shall take effect upon its passage.

Sponsored by the Board of Selectmen

# ARTICLE 4

## **Groton Dunstable Regional High School PFAS Mitigation Project:**

To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide a sum of money in order to pay for the financing, planning, designing, permitting, and constructing of water infrastructure improvements in order to bring potable drinking water to the Groton Dunstable Regional High School and private homes, required due to per- and polyfluoroalkyl substances (PFAS) contamination in ground water supply sources, and all other costs incidental and related thereto, or take any other action in relation thereto.

Sponsored by the Board of Selectmen and Advisory Board

# ARTICLE 4 - EXPLANATION

## HISTORY

- The Groton Dunstable High School is served by an on-site well, a separate public water supply, operated by the Groton Dunstable Regional School District.
- On March 2022 testing of this public water supply found PFAS(6) concentrations of 490 nanograms/liter (ng/L) at the High School. Subsequent follow-up testing at downgradient water users found concentrations up to 123 ng/L at 15 private wells in the Town of Dunstable.
- The PFAS contamination is attributable to the use of firefighting foam by the Groton Fire Department at the High School during construction of the track on June 17, 2003, to extinguish a fire.



# ARTICLE 4 - EXPLANATION

## REGULATIONS

- MassDEP requires PFAS levels lower than 20 ng/L in sum of 6 PFAS compounds in any public water supply. Currently, the EPA has proposed new regulations limiting PFAS levels to 4 ng/L, not yet in effect.

Compound	MassDEP	EPA	MassDEP Limit	EPA Limit
PFDA	X		Total of 20 ng/l (parts per trillion)	
PFHPA	X			
PFOA	X	X		4 ng/l (ppt)*
PFOS	X	X		4 ng/l (ppt)*
PFNA	X	X		Health Index
PFHxS	X	X		
PFBS		X		
GenX (HFPO-DA)		X		

\* MCLG Maximum Contaminant Level Goal is non-detectable

# ARTICLE 4 - EXPLANATION

## OVERVIEW

- On March 2, 2023, MassDEP issued a Notice of Responsibility to the Groton Dunstable Regional School District including interim deadlines.
- On a temporary basis, bottled water is being used at the high school and some of the surrounding properties for cooking and drinking water purposes. At one address, MassDEP installed and is maintaining a point-of-entry treatment (POET) system because PFAS levels tested above 90 ng/L.
- The Notice of Responsibility required the installation of POET systems at all residences with PFAS levels at or above 20 ng/L and a plan to maintain those systems and monitor PFAS levels.
- The School District must respond with a plan for a permanent solution by January 31, 2024.

# ARTICLE 4 - EXPLANATION

## PUBLIC WATER FINAL OPTIONS

- Towns of Dunstable, Groton, and Pepperell worked together and narrowed the options to solve the problem of PFAS contamination at the high school to three:
  - **Dunstable – Pepperell solution**
    - From Route 113 to Jersey Street in Pepperell → East Street to the Pepperell/Groton town line → East Street to North Street in Groton → Kemp Street and Groton Street in Dunstable → Groton Street to Chicopee Row in Groton and the Groton Dunstable Regional High School.
  - **Groton-Dunstable solution**
    - From Chicopee Row from Hollis Street to Reedy Meadow Road in Groton → to Groton Dunstable Regional High School → to Groton Street and Kemp Street in Dunstable
  - **Dunstable-Groton-Pepperell solution**
    - First Phase:
      - From Chicopee Row from Hollis Street to Reedy Meadow Road in Groton → to Groton Dunstable Regional High School → to Groton Street and Kemp Street in Dunstable → to North Street in Groton → to East Street in Pepperell → to Jersey Street in Pepperell → to Route 113 in Pepperell
    - Second Phase:
      - From Groton Street and Kemp Street intersection in Dunstable → on Groton Street to Route 113 in Dunstable

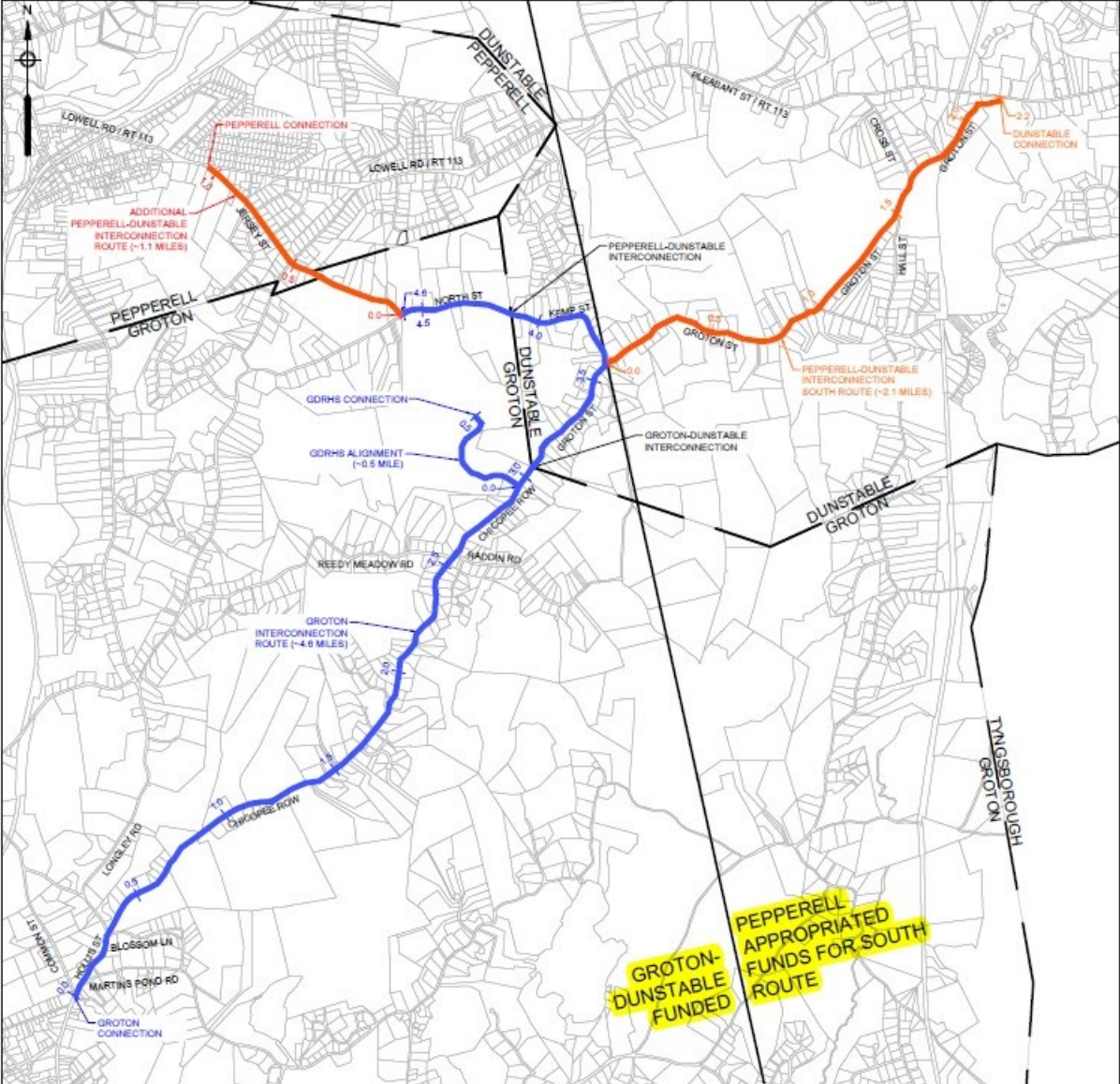
# ARTICLE 4 - EXPLANATION

## DUNSTABLE-GROTON-PEPPERELL REGIONAL SOLUTION

- Dunstable Board of Selectmen and Groton Select Board voted to support the regional Dunstable-Groton-Pepperell plan
  - Provides the benefits of both the Groton extension and the Pepperell extension.
  - Provides a water main in Groton Street for properties that may be in the path of the PFAS plume.
  - Provides a water main in Chicopee Row for properties that may be in the path of the PFAS plume.
  - The Groton water main delivers clean water to GDRHS and contaminated properties most quickly.
  - Provides fire flow to the GDRHS and surrounding properties.
  - Will enable the connection of the Pepperell system to the contaminated properties once the Jersey Street water treatment plant (WTP) and booster station are completed.
  - Provides interconnections between the three water systems once the Pepperell-Dunstable interconnection is completed.
  - The water main in Dunstable can be turned over to Dunstable water system when the Pepperell-Dunstable interconnection is complete.
  - Provides additional flexibility for additional water main extensions in case of PFAS contamination (e.g. Wyman Road in Groton could be served by Pepperell/Dunstable or Groton).

# ARTICLE 4 - EXPLANATION

## DUNSTABLE- GROTON-PEPPERRELL REGIONAL SOLUTION



# ARTICLE 4 - EXPLANATION

## PROJECTED TOTAL COST OF PROJECT

• Construction and Materials:	\$12,689,500
• Engineering:	\$1,268,950
• Contingency:	\$1,903,425
	<hr/>
• Total	\$15,900,000

Does not include connection from Groton Street and Kemp Street intersection to Route 113 in Dunstable.  
This portion of the project is estimated to cost approximately \$10.5 million and is anticipated to be paid for by the Town of Pepperell.

# ARTICLE 4 - EXPLANATION

## PROJECTED TOTAL COST OF PROJECT

- Phase I: \$12,800,000
  - Groton (Chicopee Row → High School → Chicopee Row) to Dunstable (Groton Street → Kemp Street) to Groton (North Street)
- Phase II: \$3,100,000
  - Groton (North Street) → Pepperell (Jersey Street)
- Phase II: \$10,500,000
  - Dunstable (Kemp Street/Groton Street → Route 113)
- Total 

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\$26,400,000

# ARTICLE 4 - EXPLANATION

## COST SHARING

Phase I: \$12,800,000

- Groton: 77.6% (estimated at \$9,937,000)
- Groton Water Department: 7.8% (estimated at \$1,000,000)
- Dunstable: 14.6% (estimated at \$1,863,000)

Phase II: \$3,100,000

- Groton (North Street) → Pepperell (Jersey Street)
- Cost share is currently 50/50 between the Towns of Dunstable and Groton (based on DRAFT agreement with Groton)
- Seeking federal and state supplemental financing to offset a portion of the cost

Phase II: \$10,500,000

- Dunstable (Kemp Street/Groton Street → Groton Street → Route 113)
- Pepperell: 100% of cost



# ARTICLE 4 - EXPLANATION

## COST SHARING

### Total Project Cost

- Groton share of project = \$12,487,000
- Pepperell share of the project = \$10,500,000
- Dunstable share of the project = \$3,413,000

### Percent Project Cost (only Dunstable/Groton portion of project)

- Groton = 78.5%
- Dunstable = 21.5%

### Percent Total Project Cost (Dunstable, Groton, Pepperell)

- Groton = 47.3%
- Pepperell = 40%
- Dunstable = 13%

# ARTICLE 4 - EXPLANATION

## AVERAGE SINGLE FAMILY HOME TAX IMPACT ESTIMATE

- Phase I
  - With the additional \$62,100, using FY23 tax rate and assessments, the tax rate would increase by 8 cents.
  - The average single family would see an increase of \$47.36 plus the additional 3% CPA.
- Phase II
  - With the additional \$51,667, the tax rate would increase by 7 cents.
  - The average single family would see a tax increase of \$41.44 plus the additional 3% CPA.
- **Total impact = \$88.80 annually**

# ARTICLE 4 - EXPLANATION

## AVERAGE SINGLE FAMILY HOME TAX IMPACT ESTIMATE

- **Annually = \$88.80**
- **Daily = \$.25**
- **Weekly = \$1.71**
- **Monthly = \$7.40**

# ARTICLE 4 - EXPLANATION

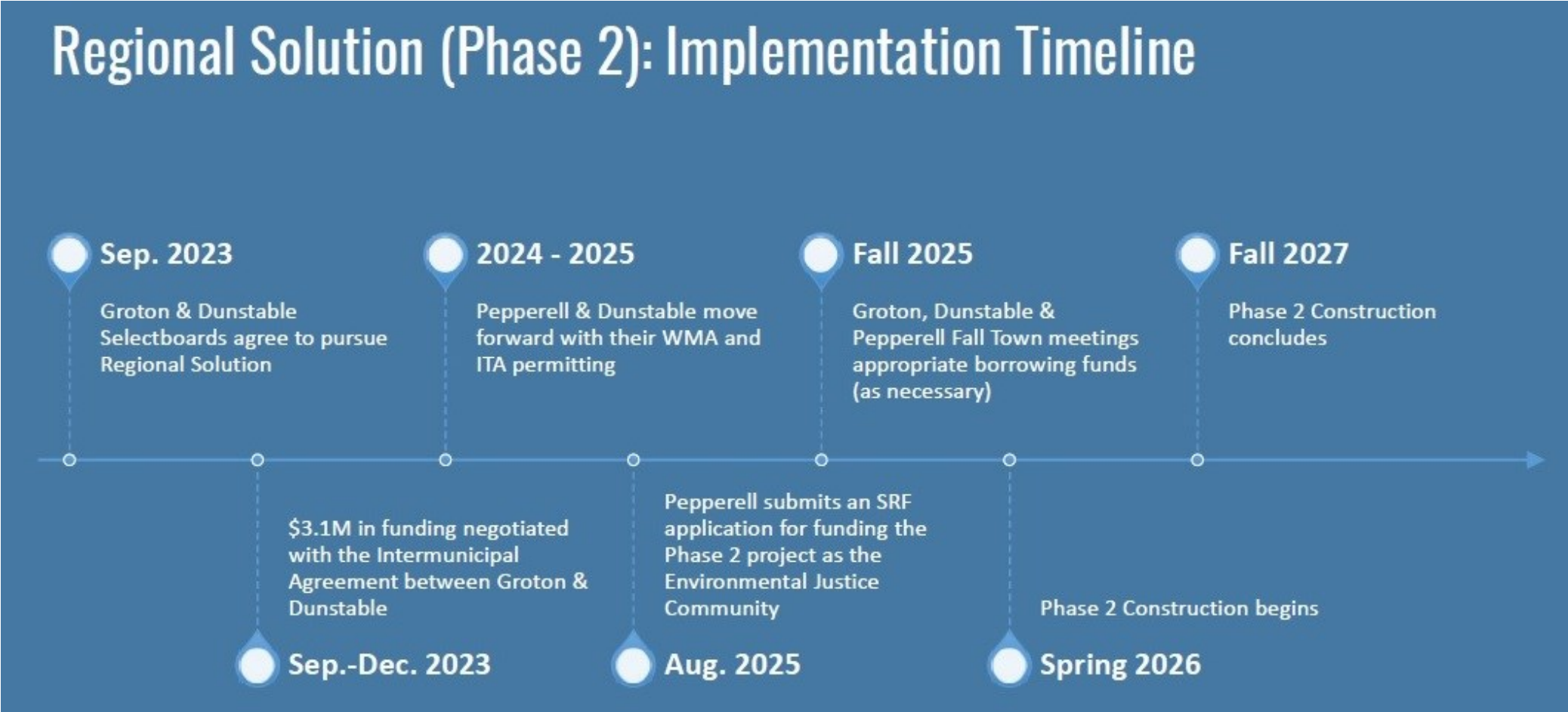
## ANTICIPATED TIMELINE

### Regional Solution (Phase 1): Implementation Timeline



# ARTICLE 4 - EXPLANATION

## ANTICIPATED TIMELINE



# ARTICLE 4 - EXPLANATION

## REQUIRED NEXT STEPS

- Towns of Dunstable and Groton need to negotiate and agree upon a cost share of the project between the two communities. This is still a subject to negotiation between the two communities.
- Towns of Dunstable and Groton need to secure funding through a debt exclusion.
- An Intermunicipal Agreement will need to be signed between the Towns of Dunstable, Groton, and Pepperell to allow intermunicipal water connections, to define the cost share of the project for each community, and to authorize the Town of Groton to provide drinking water to Dunstable residents temporarily.
- Final design, permitting, bid, construction.

**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF DUNSTABLE  
WARRANT  
SPECIAL TOWN MEETING – November 13,  
2023**



Middlesex, ss.

To either of the Constables of the Town of Dunstable in the County of Middlesex:

GREETINGS

IN THE NAME OF the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town, qualified to vote in elections and town affairs, to meet at Swallow Union Elementary School, 522 Main Street in said Dunstable on Monday, November 13, 2023, at 7:00 PM, and thereafter continuing from day to day until completed, with a back-up date of November 14, 2023, at 7:00 PM in the event that inclement weather or other circumstances require a postponement, then and there to act on the following articles:

**FISCAL YEAR 2022 AND 2023**

**ARTICLE 1 - Unpaid Bills of FY22 and FY23:** To see if the Town will vote to appropriate from Free Cash (Surplus Revenue) a sum of money for the purpose of paying unpaid bills of FY2022 and FY2023, or take any action in relation thereto.

Sponsored by the Board of Selectmen

**GENERAL BYLAW AMENDMENTS**

**ARTICLE 2 – Section 22 - Town Center Zoning Bylaw:** To see if the Town will vote to amend the Zoning Bylaws by making the following additions and amendments, and to authorize the Town Clerk to make non-substantive changes to the numbering of the Zoning Bylaws as necessary, or take any action in relation thereto (insertions are underlined):

Inserting under Section C, Number 7:

8. Conversion of existing buildings for the sale of alcohol products for off premise consumption to be limited to one establishment in the TCD. The sale of nips (spirits sold

in the volume or 2oz. or less), cigarettes, and lottery tickets are prohibited.

Sponsored by the Planning Board and Board of Selectmen

**ARTICLE 3 – Changing the Board of Selectmen in the Town of Dunstable to the Select Board**  
**Special Act:** To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to enact special legislation to change the name of the Board of Selectmen to Select Board with references to the Board of Selectmen replaced with “Select Board” in Town Bylaws, as set forth below, and further, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court, which amendments shall be within the public purposes of said petition, or take any other action in relation thereto.

AN ACT CHANGING THE BOARD OF SELECTMEN IN THE TOWN OF DUNSTABLE TO THE SELECT BOARD

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

SECTION 1: Notwithstanding any general or special law to the contrary, the executive body of the town of Dunstable, previously known as the board of selectmen, shall be known as the select board and shall have the powers and authority of a board of selectmen under any general or special law, by-law of the town, or any rule or regulation applicable thereto. The members of the select board, previously known as selectmen, shall be known as select board members.

SECTION 2: Notwithstanding sections 21 and 32 of chapter 40 of the General Laws and section 5 of chapter 40A of the General Laws or any general or special law to the contrary, the select board of the town of Dunstable may amend the general and zoning by-laws of the town by majority vote to revise all references to the board of selectmen and its members to select board and select board member, respectively, in accordance with section 1.

SECTION 3. This act shall take effect upon its passage.

Sponsored by the Board of Selectmen

**ARTICLE 4 – Groton Dunstable Regional High School PFAS Mitigation Project:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide a sum of money in order to pay for the financing, planning, designing, permitting, and constructing of water infrastructure improvements in order to bring potable drinking water to the Groton Dunstable Regional High School and private homes, required due to per- and polyfluoroalkyl substances (PFAS) contamination in ground water supply sources, and all other costs incidental and related thereto, or take any other action in relation thereto.



Sponsored by the Board of Selectmen

And furthermore, in the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Dunstable who are qualified to vote in Town affairs, to meet at the Dunstable Public Library on Thursday, November 30, 2023, between the hours of 12:00 PM to 8:00 PM, to cast their ballots for the following ballot question:

Question 1:

Shall the Town of Dunstable be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay for the financing, planning, designing, permitting, and constructing of water infrastructure improvements in order to bring potable drinking water to the Groton Dunstable Regional High School and private homes, required due to per- and polyfluoroalkyl substances (PFAS) contamination in ground water supply sources, and all other costs incidental and related thereto?

Yes \_\_\_\_\_

No \_\_\_\_\_

And you are hereby directed to serve this warrant, by posting attested copies thereof, one at the Post Office and one at the Town Hall in said Dunstable fourteen days at least before the time of holding such Town Meeting.

Hereof fail not, and make due return of this warrant, with your doings thereon, to the Town Clerk, at the time and place of the meeting as aforesaid.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, two thousand and twenty-three.

DUNSTABLE BOARD OF SELECTMEN

\_\_\_\_\_  
Ron Mikol

\_\_\_\_\_  
Leah D. Basbanes

\_\_\_\_\_  
Kieran Meehan

A true copy.

Attest:

\_\_\_\_\_  
Brynn Durno, Town Clerk

DATE: \_\_\_\_\_, 2023

I have served this warrant by posting attested copies thereof, one at the Post Office and one at the Town Hall \_\_\_\_\_ days before said meeting.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Constable