BOARD OF SELECTMEN MEETING

Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL

511 Main Street | Dunstable, MA

OFFICE OF THE BOARD OF SELECTMEN
TOWN OF DUNSTABLE
511 Main Street Dunstable, MA 01827
(978) 649-4514 | bos@dunstable-ma.gov

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

BOARD/COMMITTEE/COMMISSION:	Board of Selectmen
SUBMITTED TO TOWN CLERK:	June 21, 2024 9:25am
MEETING DATE:	June 25, 2024
MEETING TIME:	5:00PM
LOCATION:	Town Hall - Upper Level

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 ITEMS

1	Meeting Called to Order
2.	Public Comments
3.	Approval of Meeting Minutes from June 11, 2024*
4.	Appointments*
5.	Town Accountant Contract*
6.	Declaration of Covenants and Restrictions on Unkety Brook Way*
7.	Land Donation - 0 Hall Street*
8.	Swallow Mill Pond Land Management Plan and Conservation Restriction*
9.	Kennedy Conservation Restriction Resolution and Authorization to Act, Chair of Conservation Commission*
10.	Building and Electrical Permit, Town Clerk, and Treasurer Collector Fee Adjustments*
11.	Topics Not Reasonably Anticipated by the Chair
12.	Adjourn

*Votes likely to be taken

Meeting will be streaming at: youtube.com/@townofdunstable3179

(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.)

MEETING MINUTES

Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

Town of Dunstable Board of Selectmen
Meeting Minutes

Tuesday, June 11, 2024

In attendance: Chair Leah Basbanes, Vice Chair Kieran Meehan, Select Board Member Ron Mikol, Town Administrator Jason Silva, Exec. Assistant Sue Fayne

The meeting was called to order at 9 am by Selectboard Chair Basbanes. This meeting preceded the Annual Town Meeting.

Public Comments

Vice Chair Meehan had 2 items to follow up on. First, he inquired about the status of moving the Blue Textile Recycling Bins to the Highway Garage from its current location next to the Post Office. The Highway Department will be moving the bins. Second, he wanted to follow up about the town adding monuments/memorials from recent conflicts, specifically mentioning Afghanistan and Iraq. The space at the front of Town Hall has been looked at before, but there doesn't seem to be any room, so there would need to be a plan for where they could go. The Memorials/Monuments committee will get engaged; they have had a vacancy on that Committee for well over a year. We will get a post out specific to this committee to see if we can recruit a third member and get some traction.

Joan Simmons wanted to share her displeasure in conducting BOS morning meetings. She prefers evening meetings.

Dunstable PFAS Cost Recovery Program - filing claim and joining litigation*

The Board of Selectmen discussed the need to choose a law firm to represent and file claims on behalf of the Town for the PFAS class action cost recovery program against the manufacturers of PFAS. The Board has two draft agreements from SL Environmental Law Group and Napoli Shkolnik PLLC. The drafts have been reviewed by Town Counsel and Counsel's changes to each agreement were accepted by both firms. TA Silva explained the importance of deciding tonight, as there are deadlines coming up for both 3M and Dupont, and we don't want to miss the opportunity to join in the litigation. He stated that both firms are well represented and experienced in this space and seem capable of doing the work. The Town of Pepperell is using Napoli Shkolnik, the Town of Groton is using a firm out of Texas. Town Counsel's recommendation was SL Environmental.

Chair Basbanes appreciated that Hank Naughton from Napoli Shkolnik came to a previous Board of Selectmen meeting to review the PFAS Cost Recovery Program, with the EPA mandating $14.5 billion be available for water remediation. She appreciated his commitment and personal contact.

Vice Chair Meehan stated that he does not have a preference for either firm, both seem capable, but he leans towards SL Environmental due to Town Counsel's recommendation.

Selectman Mikol shared the observation that if the town moves forward with SL Environmental, the 3 towns of Pepperell, Groton and Dunstable will be using 3 different law firms. He stated that he did

research on the 2 firms and with positive references, and extensive municipal client list, and the legislative experience of Napoli Shkolnik, his preference is Napoli Shkolnik.

Resident Joan Simmons suggested the Town have its own law firm independent of the other 2 towns. Selectman Mikol replied that the litigation against the manufacturers is significant and based on what he found out, Napoli Shkolnik come highly recommended.

On a **motion** by Selectman Mikol and **seconded** by Vice Chair Meehan, it was **VOTED to enter** a legal services agreement with Napoli Shkolnik for the purpose of investigating and assessing potential claims arising out of the presence of PFAS contaminants in the Town's drinking water and to provide representation of the Town in any civil action that may be filed in one or more state trial courts or the United States District Court. **The vote was unanimous.**

Annual Re-Appointments*

A list of re-appointments was reviewed by the Board of Selectmen. TA Silva was added to the list as the NMCOG Alternate Representative, with a term to expire in 2025.

Appointments – Staff, Committee's, Boards, & Commissions June 11, 2024

Committee/Commission/Board/Staff	Name	Term (Years)	Term Expiration
CPC (Affordable Housing Designee)	Jon Hughes	1	2025
CPC (BOS Designee)	Leah Basbanes	1	2025
CPC (Conservation Designee)	Alan Starbird	1	2025
CPC (Historical Designee)	Carol Bacon	1	2025
CPC (Parks Designee)	Tiffany Naughton	1	2025
CPC (Planning Board Designee)	Alan Chaney	1	2025
Economic Development Committee	Linda Scully	1	2025
Economic Development Committee	Daniel Tully	1	2025
NMCOG (Planning Board Designee)	Jim Wilkie	1	2025
Recreation Commissioners	Eddie Hastings	5	2026
Historical Commission	Brian Whetstone	3	2027
Memorials & Monuments	Joe Dean	1	2025
Memorials & Monuments	Kieran Meehan	1	2025
Animal Control Officer/Animal Inspector	John Greenhalgh	1	2025
Conservation Commission	Juan Amodei	5	2029

On a **motion** by Selectman Mikol and **seconded** by Vice Chair Meehan, it was **VOTED to appoint** town officials, board and committee members as presented in the document entitled "Appointments – Staff, Committees, Boards, & Commissions" dated June 11, 2024, with the addition of Jason Silva as the Alternate NMCOG Representative. **The vote was unanimous.**

Director of Senior Services w/added Recreation responsibilities*

With the retirement of Anne Fenochetti as the Director of Senior Services, and the request by the Recreation Commission to have additional administrative support, there is an opportunity to add

recreation responsibilities to the Senior Services Director position, increasing the overall hours to 17 hours per week.

TA Silva explained that Tiffany Naughton, chair of the Recreation Commission, had mentioned that they would benefit from administrative support for the Parks/Rec Commissions. With that in mind, and the recommendation by the Economic Development Committee to have an event committee to continue the momentum from the 350th Committee to plan and execute town events, having someone focused on programs in addition to the Senior Services responsibilities, could work well together.

The foundation of the position will remain Senior Services, adding hours to support the Parks/Rec Commission for administrative support, creating some recreational programs, with the hope that some could be revenue generating that would fund the additional hours of the position.

The Parks & Recreation Commissions are meeting the evening of June 11th to review the job description and ensure they are in agreement.

Chair Basbanes thinks it's a great idea, as it will help support and address the Economic Development Committee's recommendation and can also potentially be a link between the other committees that have events and programs to ensure everyone is in sync.

Vice Chair Meehan wondered if 17 hours is enough to cover all these responsibilities. The group discussed the ebb and flow of the recreation-portion of the position, where there could be weeks of low activity/hours needed and then some that may be higher. The right candidate will need to be able to work on creating that balance. In addition, they will need to continue to heavily rely on volunteer efforts.

TA Silva explained that one item he will clarify for the position is the reporting structure, which could be confusing with multiple boards/commissions involved.

On a **motion** by Selectman Mikol and **seconded** by Vice Chair Meehan, it was **VOTED to approve** the Senior Services and Recreation Program Director job description, as presented on June 11, 2024. **The vote was unanimous.**

MassDOT Bike Signs

A continuation of the discussion in a previous meeting regarding the Bike Safety signs that were being offered by MassDOT for free to communities. A resident asked if these could be erected in town. The surrounding towns have them displayed as you come into their towns.

The only cost associated with the signs would be the labor to put them up. When asked his opinion, Highway Supervisor Dave Tully shared that the roads are too narrow and there are spots in town that need to have stop signs, that have not been approved. That would be his priority.

Chair Basbanes, Vice Chair Meehan, and Selectman Mikol all agreed that having 2-3 signs placed strategically at entry points into the town for awareness would be a good idea.

Items Not Reasonably Anticipated by the Chair

The MUD District was approved so the next step is going to the Zoning Board of Appeals. The town will hopefully be getting assistance from Mass Housing. TA Silva has a meeting with them next week to review the projects with them.

The Attorney General's Office decision on the Town Center District Amendment was returned and they approved the amendment as written except for prohibiting Lottery Ticket sales.

The meeting was adjourned at 9:48am.

Respectfully Submitted,

Sue Fayne
Executive Assistant to the Town Administrator
and Board of Selectmen

APPOINTMENTS

Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL

511 Main Street | Dunstable, MA

Appointments – Staff, Committee's, Boards, & Commissions			June 25, 2024

Committee/Commission/Board/Staff	Name	Term (Years)	Term Expiration
Affordable Housing Committee	John DeNyse	1	June 30, 2025
Affordable Housing Committee	Deborah Courtney	1	June 30, 2025
Board of Water Commissioners	Mat Morton	1	May 21, 2025
Capital Planning Committee	Leo Tometich	3	June 30, 2027
Parks Commissioners	Tiffany Naughton	3	June 30, 2027
Union Building Committee*	Lacey McCabe	2	June 30, 2026

***Original Term was 3 years. Taking the seat formerly occupied by Sherry Kersey**

TOWN ACCOUNTANT CONTRACT

Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

TOWN OF DUNSTABLE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (this "Agreement") between the **Town of Dunstable**, a Massachusetts municipal corporation with a Massachusetts municipal corporation with a mailing address of 511 Main Street, Dunstable, Massachusetts 01827, acting by and through its Select Board (the "Town"), and Eric A. Kinsherf, CPA LLC business with a mailing address of 116 State road #8, Sagamore Beach, MA 02562 (the "Contractor"), is effective as of the 1st day of June, 2024(the "Effective Date"). The Town and the Contractor are together the "Parties" and individually a "Party." In consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES:

The Town hereby retains the Contractor and the Contractor hereby agrees to provide professional Accounting services for the Town as set forth in Exhibit A (the "Scope of Services"). The Contractor agrees that time is of the essence of this Agreement.

ARTICLE 2: PERFORMANCE STANDARD:

In the performance of the Services, the Contractor, and those it is responsible for, shall exercise the generally accepted professional standard of care ordinarily used by professionals performing a similar scope of services in the same geographic area on projects of comparable size and complexity. Substandard services shall be deemed a breach of this Agreement. By entering this Agreement, the Contractor represents to the Town that it has the skill, qualifications, experience, equipment, and workforce necessary to complete the Scope of Services.

ARTICLE 3: TERM

This Agreement shall commence on the Effective Date and continue until completion of the Scope of Services on June 30, 2025, (the "Term"), unless such term is extended by mutual agreement of the Parties.

ARTICLE 4: TERMINATION:

This Agreement may be terminated before the expiration of the Term as follows:

(a) By mutual written agreement, duly entered by the Town and the Contractor, upon such terms and conditions as may be acceptable to the Parties at the time of termination; or

(b) At any time, by the Town for convenience, in its sole and absolute discretion.

If this Agreement is terminated by the Town, the Contractor shall be entitled to compensation for services rendered up to the date of such termination.

ARTICLE 5: COMPENSATION:

(a) The Town shall pay the Contractor within thirty (30) days after receipt of an invoice, and based upon a fee schedule mutually agreed to by both parties.
(b) The base charge of $36,000 for FY 2025 will be invoiced monthly at $3,000 per month.
(c) Onsite visits requested by the Select Board or Town Administrator that exceed two per year will be invoiced at $750 per day for a maximum of six days per year.

ARTICLE 6: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 7: CONTRACT DOCUMENTS:

The following documents form the entire contract between the Parties and all are as fully a part of this Agreement as if attached to hereto or repeated herein:

(a) Scope of Services;
(b) Certificate of Non-Collusion; and
(c) Revenue Enforcement and Protection Certification.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 8: INSURANCE:

Prior to commencement of the Scope of Services, the Contractor shall provide to the Town Certificates of Insurance for the following insurance coverages:

(a) Workmen's Compensation coverage as required by statute;

(b) General Liability Insurance, $1,000,000 minimum limits per occurrence and $1,000,000 aggregate written on an occurrence basis, and listing the Town as an additional insured;

(c) Comprehensive Automobile Liability Insurance 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; and

(d) Professional Liability Insurance covering errors and omissions in the amount of $1,000,000 per each occurrence and $1,000,000 in the general aggregate.

All policies shall be written by a company licensed to do business in the Commonwealth of

Massachusetts with a minimum A.M. Best rating of A- VII. The Contractor shall maintain these required insurance coverages at all times during the Term. The Town shall be a certificate holder of such insurance coverage and shall be entitled to notice of any cancellation of the policies within thirty (30) days of the effective date of such cancellation. The coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of the Contractor.

ARTICLE 9: INDEMNIFICATION:

Notwithstanding the availability and policy limits of any insurance and to the greatest extent allowed by law, the Contractor shall defend, indemnify, and hold harmless the Town, its officers, employees, agents, and representatives, from and against any and all claims, liens, liabilities, judgments, costs, expenses, and direct and consequential damages, including reasonable attorney's fees, using the attorney of the Town's choosing, arising out of or in any way related to the acts or omissions of the Contractor, including but not limited to bodily injury, personal injury, or property damage. The Contractor further agrees to reimburse the Town for damage to the Town's property caused by the Contractor, its employees, agents, contractors, or materialmen. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist under applicable law. This paragraph shall survive the termination of this Agreement.

ARTICLE 10: RIGHT TO MATERIALS AND DATA:

Upon the expiration or the termination of this Agreement for any reason, all data, drawings, schematic designs, specifications, reports, estimates, summaries, and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Town and the Contractor shall immediately deliver or otherwise make available all such material to the Town in formats chosen by the Town.

ARTICLE 11: EFFECT OF FINAL PAYMENT:

The acceptance of final payment under this Agreement by the Contractor shall constitute a waiver of all claims by the Contractor arising under this Agreement.

ARTICLE 12: RELATIONSHIP OF THE PARTIES:

The Parties acknowledge and agree that the Contractor is an independent contractor and no employee or agent of the Contractor shall establish an employee/employer relationship with the Town or be entitled to receive any benefits from the Town. Nothing in this Agreement shall be construed to create a relationship between the Contractor and the Town of a partnership, association, or joint venture.

ARTICLE 13: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be construed and

governed by the laws of the Commonwealth of Massachusetts. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

ARTICLE 14: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 15: ENTIRE AGREEMENT; AMENDMENTS:

This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, written or oral, between the Parties. No change or modification of this Agreement shall be valid unless it is in writing and duly entered by both Parties.

ARTICLE 16: HEADINGS:

The paragraph headings in this Agreement are for convenience only and in no way define limit or describe the scope or intent of any provisions or sections of this Agreement.

ARTICLE 17: SEVERABILITY:

If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect, and will in no way be affected, impaired or invalidated so long as the underlying intent of this Agreement can be maintained.

ARTICLE 18: CONFLICT OF INTEREST:

The Contractor's attention is called to M.G.L. c. 268A. The Contractor shall not act in collusion with any Town officer, agent, employee, or any party regarding this Agreement, nor shall the Contractor make gifts regarding this Agreement or any other matter in which the Town has a direct or substantial interest.

ARTICLE 19: CERTIFICATION AS TO PAYMENT OF TAXES:

Pursuant to M.G.L. c. 62C, § 49A, by signing this Agreement the Contractor certifies under penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Contractors, and withholding and remitting of child support.

ARTICLE 20: NOTICE:

Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

If to the Town:

Town of Dunstable
ATTN: Town Administrator
Email: jsilva@dunstable-ma.gov

If to the Contractor:
Eric A, Kinsherf, CPA LLC
116 State Road #8
Sagamore Beach, MA 02562
Email: Eric@erickinsherfcpa.com

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

ARTICLE 21: EXECUTION IN COUNTERPARTS:

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on next page].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Town of Dunstable

By: _____
Name: Jason Silva
Title: Town Administrator

Eric A. Kinsherf, CPA LLC

By: Eric A Kinsherf, CPA
Name: Eric Kinsherf
Title: Owner

Exhibits and Certificates

A. Scope of Services

B. Certificate of Non-Collusion

C. Certificate of Tax Compliance

D. SOMWBA Certification (if applicable)

Exhibit A

Scope of Services

Consulting Services: Town Accountant

A. Under the direction of the Select Board we will execute the necessary professional services required by the Town in the specifics of Town Accountant in a skilled, knowledgeable, and prompt manner. Act as the statutory Town Accountant for the Town of Dunstable in conformity with the provisions of the Massachusetts General Laws, including, but limited to General Laws, Chapter 41, Sections 55 through 61, inclusive, et al, and the bylaws of the Town of Dunstable.
B. We will provide Administrative and Financial Management Services for the proper and efficient operations of Dunstable, as well as the Town Financial Offices.
C. In conjunction with the Select Board, we will make available recommendations to the Town Financial Offices, consisting of the Office of the Town Accountant, Office of the Treasurer/Tax Collector, and the Office of the Board of Assessors.
D. Under the supervision and structure approved by the Select Board, we will prepare monthly financial statements in accordance with the bylaws of the Town of Dunstable, in a format approved by the Select Board.
E. We will analyze and approve all municipal payrolls and schedules of bills payable and prepare bi-weekly payroll warrants and bills payable warrants authorizing payment by the Treasurer.
F. In conjunction with and as directed by the Select Board, we will participate in the annual municipal budget preparation process, including, but not limited to the preparation of reports and projections on expenditures and revenues, reports and projections on capital expenditures and needs, the preparing of reports and projections on debt; and the preparation and recommendations on municipal financial matters.
G. In conjunction with the Select Board, and through the progress of comprehensive and detailed standard operating procedures and internal controls; the establishment of objectives, goals and performance standards.
H. The Contractor will work remotely to complete this engagement. Up to six on site visits can be requested by the Select Board or the Town Administrator for an additional charge of $750 per visit after the first two visits.
I. Town will scan weekly vouchers to be reviewed and processed by the Contractor on a biweekly basis on a schedule mutually agreed upon by the Contractor and the Town of Dunstable
J. Meeting reporting deadlines requires cooperation of the Town Treasurer and the Town Collector. The Contractor will inform the Town of Dunstable of any unforeseen delays due to dependence on other departments.
K. The Contractor will respond to all e-mails within 1 business day

Exhibit B

Certificate of Non-Collusion

The undersigned certifies under penalty of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Eric A Kinsherf, CPA

Signature of person signing bid or proposal

Eric Kinsherf

Printed Name of person and title

Eric A. Kinsherf, CPA LLC

Company name

5/22/24

Date

Attachment C

Revenue Enforcement and Protection Certification (REAP)

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the company, corporation, partnership or entity named below is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

ENTITY NAME: Eric A. Kinsherf, CPA LLC

By: Eric A Kinsherf, CPA
Authorized signature

May 22, 2024
Date

Eric Kinsherf
Name of person signing above (type/print)

116 State Road #8
Business address

(508)833-8508
Telephone Number

Exhibit D

SOMWBA Certification

Date of Certification by State Office of Minority and Women Business Assistance (SOMWBA)

Not Applicable

Authorized Signature

Date

Printed Name

COVENANTS UNKETY BROOK WAY

Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL

511 Main Street | Dunstable, MA

DECLARATION OF COVENANTS AND RESTRICTIONS

This DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made as of this ___ day of _____, 2024 by Premier Property Group, LLC, a Massachusetts limited liability company (the "Declarant") having an address of 463 Howe Street, Methuen, MA 01844, being the owner of the Premises as defined herein, this Declaration being for the benefit of the **Town of Dunstable** (the "Town"), a Massachusetts municipal corporation, having an address of 511 Main Street, Dunstable, MA 01827 (together, the "parties").

WITNESSETH:

Whereas, the Declarant is the owner of certain real estate situated in Dunstable, Middlesex County, Massachusetts as more particularly set forth in a deed recorded at Middlesex North Registry of Deeds at Book 38399, Page 92(the "Property"), and also shown on a certain plan of land entitled "Open Space Development Definitive Subdivision Plan Set Unkety Brook Way, Dunstable, MA" prepared by LandTech Civil Engineering and Surveying, which Plan is recorded with said Deeds at Plan Book 250, Plan 120 (the "Plan") showing Lots 1 through 11, inclusive (the "Lots"), roadways, Drainage Parcel A, Drainage Parcel B, the Fire Cistern Easement, and Open Space Parcel C (together, the "Property").

Whereas, the Declarant applied to the Town of Dunstable Planning Board for Subdivision Approval, Special Permit and other approvals (the foregoing, the "Permits"), to build a residential subdivision on the Property;

Whereas, the Town Planning Board conditioned approval on the creation of a Declaration of Covenants and Restrictions.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Declarant hereby declares that the Property is bound by and subject to the following covenants, easements and restrictions for the benefit of the Town.

1. Restrictions. The Declarant, for itself and its successors and assigns, hereby imposes on the Property the restrictions and limitations set forth below, which shall benefit and be enforceable by the Town:

A. The Declarant, its successors and/or assigns, shall be responsible for the maintenance of Open Space Parcel C and the only clearing that shall be permitted on Open Space Parcel C as depicted may be for the construction and maintenance of the walking trail as shown on the Plan, or for the creation of a recreational area on Open Space Parcel C. The Town of Dunstable shall never be responsible for the maintenance of the Open Space Parcel C.

B. At no time shall the owners of the said Lots or residents (hereinafter the "Lot Owners") be permitted to encroach on Open Space Parcel C, Drainage Parcels A and B, or the Fire Cistern Easement as depicted on the Plan. The Declarant shall place permanent markers delineating the Open Space Parcels, and shall be responsible for their maintenance or replacement. Such markers shall be iron pins/rods or any other marker acceptable to the Planning Board.

C. The water infrastructure on each Lot shall remain forever private, and the Town shall not have, now or in the future, any legal responsibility for its operation, maintenance, repair or replacement.

D. The Declarant, its successors and/or assigns, shall be responsible for the maintenance of the Property, including trails and related signage. The only clearing allowed in Open Space Parcel C shall be for the construction and maintenance of the walking trail as shown on the Plan, or for the creation of a recreational area.

E. Open Space Parcel C, the proposed foot path, parking spaces, and signage shall be maintained as a recreation area in a manner not inconsistent with Section 6.6 of the Town of Dunstable Zoning Bylaw.

F. The Declarant, its successors and/or assigns shall maintain erosion control features in proper working condition as required by the Permits.

2. Membership. As a condition of ownership, each of the Lot Owners shall be a mandatory member of the Unkety Brook Way Homeowners Association Trust.

3. Assessments. Failure to pay the assessments levied by the Unkety Brook Way Homeowner's Association Trust shall create a lien on a Lot Owner's property, enforceable by the Unkety Brook Way Homeowners Association Trust, or the owner of any Lot.

4. Provisions to Run with the Property. The rights, restrictions, covenants and obligations herein set forth herein shall run with the Property and any portion or portions thereof in perpetuity, and shall bind the Declarant, their successors and assigns, and are of benefit and shall continue to be of actual and substantial benefit to the Town. The Declarant agrees that this Declaration shall be considered an "other restriction held by a governmental body," as that term is used in G.L. c. 184, § 26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, § 26-30, but, in any event, shall be binding for a period of 99 years from the recording hereof; nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of this Declaration, the Declarant agrees to execute and record such notice upon request, failing which the Declarant appoints the Town, acting by and through the Chair of the Planning Board, as its attorney-in-fact to execute and record such notice.

5. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. The Declarant agrees to incorporate this Declaration, in full or by reference, into all deeds, leases, licenses, occupancy agreements, or any other instrument acquiring or transferring an interest in

the Property, and/or any portion thereof.

6. Recordation. The Declarant shall record this Declaration with the Middlesex North Registry of Deeds within ten (10) business days of execution of the Acceptance of Restriction by the Planning Board and execution of the Approval by the Select Board, and shall promptly provide the Planning Board with a copy of the recorded Declaration.

7. Notice. Any notice hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the Town of Dunstable, and the Declarant at the addresses set forth below:

To the Town of Dunstable:

Town of Dunstable
Dunstable Town Hall
511 Main Street
Dunstable, MA 01827
Attention: Town Administrator

To the Declarant:

Premier Property Group, LLC
463 Howe Street
Methuen, MA 01844

With a copy to:

Kathryn Lorah Farrell, Esq.
Farrell & Robbins, P.C.
270 Littleton Road, Suite 32
Westford, MA 01886

8. Waiver; Liability. Any election by the Town as to the manner and timing of its rights to enforce this Declaration or otherwise exercise its rights herein shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Declaration, the Town does not undertake any liability or obligation relating to the condition of the Property, nor does the Town's execution of this Declaration operate as a waiver of the requirements of any state or local laws, rules, regulations, or bylaws applicable to the Property, or the use of the Property, or any part thereof.

9. Severability. It is the expressed intention of the Declarant that each and every term, condition and provision hereof shall be fully enforceable and binding on the Property. Should, however, any one or more of the provisions contained herein for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability

shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

10. Headings and Captions for Convenience Only. The captions and headings throughout this Declaration are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Declaration, nor in any way affect this Declaration, and shall have no legal effect.

11. Construction. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any disputes relating to this Declaration shall be brought in the courts of the Commonwealth of Massachusetts.

12. Subordination. Declarant represents and warrants that the Property is subject to a mortgages, liens, or leases prior in right to this Declaration. Declarant agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Declaration.

13. Recitals. The recitals to this Declaration are incorporated herein by reference.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Executed as a sealed instrument, this ____ day of _____, 2024.

Premier Property Group, LLC

_____
Frederick Patrick Fahey, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ___ day of _____, 2024, before me the undersigned notary public, personally appeared Frederick Patrick Fahey, Manager, as aforesaid and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Premier Property Group, LLC.

_____
Notary Public
My commission expires:

ACCEPTANCE OF DECLARATION
OF COVENANTS AND RESTRICTIONS

On this ____ day of _____, 2024, the Town of Dunstable, acting by and through its Planning Board, hereby accepts the foregoing Declaration of Covenants and Restrictions on property located at 0 River Street, Dunstable, Massachusetts.

TOWN OF DUNSTABLE,
By its Planning Board

_____
Jeff Pallis, Chair

_____
Joan Simmons, Member

_____
Jim Wilkie, Member

_____
Alan Chaney, Member

_____
Joseph Vlcek, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, member of the Dunstable Planning Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document, and who acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Dunstable.

_____
Notary Public
My Commission Expires:

ACCEPTANCE OF DECLARATION
OF COVENANTS AND RESTRICTIONS

On this ____ day of _____, 2024, the Town of Dunstable, acting by and through its Select Board accepts the foregoing Declaration of Covenants and Restrictions on property located at 0 River Street, Dunstable, Massachusetts.

TOWN OF DUNSTABLE,
By its Select Board

_____
Ronald Mikol, Chair

_____
Leah D. Basbanes, Vice Chair

_____
Kieran Meehan, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, member of the Dunstable Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document, and who acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Dunstable.

_____
Notary Public
My Commission Expires:

LAND DONATION – 0 HALL STREET

Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL

511 Main Street | Dunstable, MA

From: Jason Silva
To: Jason Silva
Cc: Sue Fayne
Bcc: Carol Rock; CONSCOM; Kieran Meehan; Leah Basbanes; Ron Mikol
Subject: 0 Hall Street - land donation
Date: Thursday, June 13, 2024 12:54:00 PM
Attachments: image001.png

Hi All:

The owner of 0 Hall Street would like to donate the lot to the Town for conservation purposes. I have discussed the process with Town Counsel and to accept the donation for conservation purposes, both the Conservation Commission and Select Board are required to approve. As a result, the Conservation Commission and Select Board should include this matter on an upcoming meeting agenda for each bodies' consideration. If both bodies approve and vote to accept the donation, we can then engage Town Counsel to prepare the deed and record it. I spoke with the owner today and let him know that votes would likely be taken by the end of this month or early next month and following the votes, the Town would contact him.

As I understand it, the property is a wooded, small lot. Both Leah and Alan conducted a site visit, and no issues or concerns were found. Below, is a map of where the property is located. If you need anything else from me on this matter, please let me know.

Thank you!

Jason Silva
Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

“I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end.” – Larry Bird

13	4A	0			1 of 1	**Town of Dunstable**
Map	Block	Lot	Lot	Lot	CARD	

	Total Card /	Total Parcel
APPRAISED:	7,100/	7,100
USE VALUE:	7,100/	7,100
ASSESSED:	7,100/	7,100

PROPERTY LOCATION

No	Alt No	Direction/Street/City
		HALL ST, DUNSTABLE

OWNERSHIP

Unit #:

Owner 1:	STANICHUK RICKY C
Owner 2:	
Owner 3:	
Street 1:	2 WOODLAND DR
Street 2:	
Twn/City:	TEWKSBURY
St/Prov:	MA
Cntry:	
Own Occ:	N
Postal:	01876
Type:	

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Cntry:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 1.01 ACRES of land mainly classified as UNDEV

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z				Utilitie		
o				Utilitie		
n				Utilitie		
Census:				Exmpt		
Flood Haz:						
D				Topo		
s				Street		
t				Traffic:		

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
132	1.010			7,100	7,100
Total Card	1.010			7,100	7,100
Total Parcel	1.010			7,100	7,100

Source: Market Adj Cost | Total Value per SQ unit /Card: N/A | /Parcel: N/A

Legal Description

Entered Lot Size	
Total Land:	
Land Unit Type:	

User Acct	
GIS Ref	
GIS Ref	
Insp Date	06/03/13

Patriot Properties Inc.

PREVIOUS ASSESSMENT

Parcel ID: 13 4A 0

!412!

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2024	132	FV		0	1.01	7,100	7,100		Year end	1/8/2024
2023	132	FV		0	1.01	7,100	7,100		Year End Roll	1/10/2023
2022	132	FV		0	1.01	7,100	7,100		Year End Roll	12/13/2021
2021	132	FV		0	1.01	6,100	6,100		Year End Roll	1/6/2021
2020	132	FV		0	1.01	6,100	6,100		Year End Roll	1/3/2020
2020	132	PTCH		0	1.01	6,100	6,100	6,100	patch	11/13/2019
2019	132	FV		0	1.01	6,100	6,100	6,100	Year End Roll	1/16/2019
2018	132	FV		0	1.01	5,100	5,100	5,100	Year End Roll	12/19/2017

PRINT

Date	Time
06/12/24	07:32:46

LAST REV

Date	Time
11/04/20	14:12:00
apro	

SALES INFORMATION

TAX DISTRICT:

PAT ACCT.: 412

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
BERGAS PETER	8437-188		2/19/1997	FAMILY	1	Yes	No		
SHERBURNE	5700-318		11/7/1991	INTRA-CORP	750	Yes	No		

USER DEFINED

Prior Id # 1:	8A
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	
CivilDistrict:	
Ratio:	

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment

(978) 265-9260
wants to donate
lot to the Town

ACTIVITY INFORMATION

Date	Result	By	Name
6/3/2013	CYCLICAL	500	ASSESSORS

Sign: VERIFICATION OF VISIT NOT DATA __/__/__

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
132	UNDEV		1		ACRES	SITE		0	7,000.	1.00	RA									7,000						7,000	
132	UNDEV		0.01		ACRES	SITE		0	7,000.	1.00	RA									70						100	

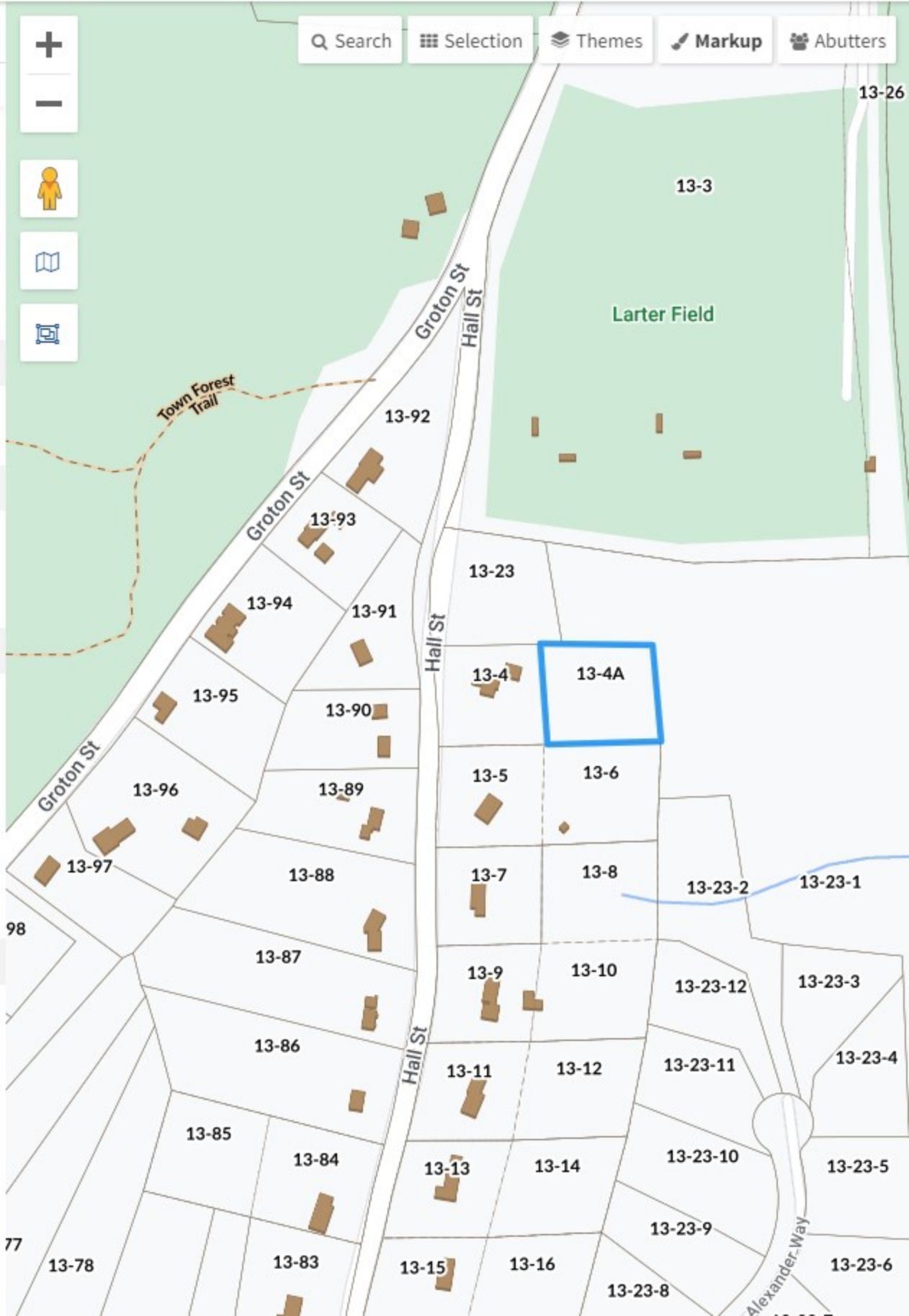
Total AC/HA:	1.01000	Total SF/SM:	43996	Parcel LUC:	132	UNDEV	Prime NB Desc	RURAL AV	Total:	7,070	Spl Credit		Total:	7,100

Disclaimer: This Information is believed to be correct but is subject to change and is not warranteed. Database: AssessPro - Dunstable apro 2025








Search
Selection
Themes
Markup
Abutters
13-26
13-3
Larter Field
Groton St
Hall St
Town Forest Trail
13-92
13-93
13-94
13-91
13-95
13-90
13-96
13-89
13-97
13-88
13-87
13-86
13-85
13-84
13-78
13-83
13-15
13-16
13-23
13-4
13-4A
13-5
13-6
13-7
13-8
13-9
13-10
13-11
13-12
13-13
13-14
13-23-2
13-23-1
13-23-12
13-23-3
13-23-11
13-23-4
13-23-10
13-23-5
13-23-9
13-23-6
13-23-8
Alexander Way

SWALLOW MILL POND LMP & CR

Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL

511 Main Street | Dunstable, MA

GRANTOR: Town of Dunstable Conservation Commission
GRANTEE: Dunstable Rural Land Trust
ADDRESS OF PREMISES: Mill Street, Dunstable, MA 01827 (Map 11-46-2)
FOR GRANTOR'S TITLE SEE: Middlesex North District Registry of Deeds Book XXXXX, Page XXX

CONSERVATION RESTRICTION

The Town of Dunstable, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws and a vote on Article 10 of the Dunstable Town Meeting held on May 8, 2023 ("CPA Vote"), an attested copy of which vote is attached hereto and included herein as Exhibit D, having an address of 511 Main Street, Dunstable, Massachusetts 01827, being the sole owner and constituting all of the owners of the Premises as defined herein, and for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to Robert E. Kennedy, Bridgette Braley, Alan Chaney, Alan S. Chase, Paul Dalida, David E. Tully, Robert J. Ricardelli, Patricia Starbird, John C. Thompson, and Charles W. Tully, Jr., as Trustees of the Dunstable Rural Land Trust, a non-profit charitable trust created by instrument dated August 20, 1987 and recorded in the Middlesex North Registry of Deeds originally in Book 4571 at Page 180, as amended and re-recorded in the Middlesex North Registry of Deeds in book 29741 at Page 171, having an address of 1070 Main Street, Dunstable, Massachusetts 01827, their permitted successors and assigns ("Grantee"), for consideration of less than one hundred dollars, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on the entirety of one parcel of land located in Dunstable containing 4.76 acres more or less ("Premises"), which Premises is more particularly described in Exhibit B and shown on the reduced copy of a recorded plan in Exhibit C, both of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and -33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The Purposes of this Conservation Restriction are to ensure that the Premises will be maintained in perpetuity for Conservation Purposes, which may include the use of the Premises for agriculture, passive recreation, and forestry management consistent with the Conservation Values, in a natural, scenic and undeveloped condition, while permitting such limited uses and activities described herein consistent with these purposes and with the Conservation Values, and to prevent any use or change that would impair or interfere with its Conservation and Preservation Values ("Conservation Values").

The fee interest in the Premises was acquired using, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by the CPA Vote.

The fee interest in the Premises was acquired, using, in part, assistance from the Local Acquisitions for Natural Diversity (LAND) program pursuant to Section 11 of Chapter 132A of the Massachusetts General Laws and Section 2A of Chapter 286 of the Acts of 2014, and Section 2A of Chapter 102 of the Acts of 2021, and therefore the Premises is subject to a LAND Grant Project Agreement ("Project Agreement") recorded at the North Middlesex County Registry of Deeds in Book _____ Page _____.

The conservation values include the following:

- Open Space Preservation. The Premises contribute to the protection of the scenic and natural character of the Town of Dunstable and the protection of the Premises will enhance the open-space value of these and nearby lands.

- Flood Plain Protection. A portion of the Premises lies within the 100-year floodplain of Joint Grass Brook. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.

- Public access. Public access to the Premises will be allowed for outdoor passive recreational activities, education, and nature study.

- Petapawag ACEC. The land is within the Petapawag Area of Critical Environmental Concern (ACEC) as designated by the Secretary of Environmental Affairs of the Commonwealth of Massachusetts in 2002. This area is protected for its natural and cultural resources.

  Protection of Wildlife Habitat. The Premises contains 4.76 acres, including wooded upland with mature pines and light undergrowth and a pond, dam, and approximately 495 feet of frontage on Mill Street. The pond and Joint Grass

Brook flow into the Salmon Brook corridor which has been identified as an area with important physical and ecological characteristics.

- Water Quality Protection. The Premises abut Joint Grass Brook, an important aquifer recharge area, supplying water to the Town of Dunstable's two wells.

- Farmland and Forest Management. Protection of the Premises will ensure that the forest contained on the Premises will be permanently available for forestry that is consistent with the protection of other Conservation Values present on the Premises.

- Historic Preservation. Historically, the Premises were part of the large Swallow Farm. The saw and grist mills were the Town of Dunstable's last water-powered mills, and three generations of the Swallow family operated them until 1923 when the mills burnt down.

- Water Supply Protection. The property lies within the Zone II Groundwater Protection District, Salmon Brook Watershed and is within a critical recharge area.

These and other Conservation Values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantor with the cooperation of the Grantee, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses.

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

(1) Constructing, placing or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other

advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

(2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;

(3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site waste or other substance or material whatsoever or the installation of underground storage tanks;

(4) The disruption, removal, or destruction of stone walls or granite fence posts on the Premises;

(5) Cutting, removing or otherwise destroying trees, grasses, or other vegetation;

(6) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat or archaeological conservation;

(7) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility-impaired;

(8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;

(9) The disruption, removal, or destruction of historical cellar holes (i.e. building foundations), or other historical and archaeological features, artifacts, or deposits, except with the approval of the Massachusetts Historical Commission ("MHC") pursuant to the procedure set forth in Section II(B)(6); and

(10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction, or which would materially impair its conservation values.

B. Reserved Rights and Exceptions.

The Grantor reserves the right to conduct or permit or invite others to engage in the following uses of and activities on the Premises but only if such uses and activities are consistent with the purposes of this Conservation Restriction and do not materially impair the Conservation Values:

(1) Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, hiking, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;

(2) Vegetation Management. In accordance with generally accepted forest management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Report, woods roads, fence lines and trails and meadows;

(3) Non-native, invasive or nuisance species. The removal of non-native, nuisance or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

(5) Wildlife Habitat Improvement. With prior written approval of the Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation, and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the MHC State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall

be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee;

(7) Trails. The marking, clearing and maintenance of trails as shown in the Baseline Report and on new trails once constructed in accordance with this paragraph. With prior written approval of the Grantee, the construction of new trails or relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than ten (10) feet;

(8) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, any gift, grant, or other applicable source of support for the conservation of the Premises, the Grantee's interest in the Premises, the protected conservation values, Forestry, signage for the sale of locally grown forestry products, and other reserved rights;

(9) Compliance with Permits, Regulations, and Laws. The exercise of any Permitted Acts and Uses under Paragraph II.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued;

(10) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph II(B) shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph II(B), any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report; and

(11) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph II(B) shall follow established, up to date, and regionally applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe

the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval may be withheld or conditioned only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purposes or would materially impair the conservation values.

Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

The Grantor covenants and agrees to reimburse the Grantee for all reasonable costs and expenses (including without limitation legal counsel and survey fees) incurred by the Grantee in enforcing this Conservation Restriction or in remedying or abating any violation thereof, provided that the Grantee prevails in such enforcement or corrective action.

In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, but without notice and an opportunity to cure in cases of emergency where the Grantee must take immediate action to stop an on-going violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines all at Grantor's expense.

The Grantor grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph II(B)(1), provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph II(B)(1). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises

against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future that render the Purposes of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V(B), subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements, including the Community Preservation Act and the LAND Project Agreement. The Grantee shall use its share of the proceeds in a manner consistent with the Conservation Purpose set forth herein.

B. **Proceeds.** Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the Premises as unrestricted. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including the Community Preservation Act and the LAND Project Agreement.

C. **Grantor/Grantee Cooperation Regarding Public Action.** Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V(B), after complying with the terms of any law, gift, grant, or funding requirements, including the Community Preservation Act and the LAND Project Agreement. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the Conservation Purposes of the grant.

VI. DURATION & ASSIGNABILITY

A. **Running of the Burden.** The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. **Execution of Instruments.** The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request. If the Grantee records or files any notices or instruments to enforce the Conservation Restriction, the Grantee will be reimbursed the cost by the Grantor.

C. **Running of the Benefit.** The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the successor Grantee is not an owner of the fee in the Premises, and the successor Grantee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument, which grants any interest in all, or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. The Grantee shall have the right to approve or deny any such proposed transfer, said approval not to be unreasonably withheld, provided that the proposed grantee of any such transfer is a charitable or government organization whose purposes include the conservation of land or water areas, that the proposed new fee owner is not the holder of this Conservation Restriction, and that the transfer would be consistent with the purposes of this Conservation Restriction. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Grantor's liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex North District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the

Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex North District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Dunstable Conservation Commission
511 Main Street
Dunstable, MA 01827

To Grantee: Trustees of the Dunstable Rural Land Trust
1070 Main Street
Dunstable, MA 01827

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law.

The laws of the Commonwealth of Massachusetts shall govern the interpretation and performance of this Conservation Restriction.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Sections 31-33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations,

understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. **Pre-existing Public Rights.** Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. **No Surety Interest**. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VI.C.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:
Grantor, Town of Dunstable Conservation Commission;
Grantee, Trustees of the Dunstable Rural Land Trust;
Approval by Town of Dunstable Board of Selectmen;
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:
Exhibit A: List of DRLT Trustees
Exhibit B: Legal Description of the Premises
Exhibit C: Reduced Copy of Recorded Plan of the Premises
Exhibit D: Town Meeting Vote

GRANT AND APPROVAL OF CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Dunstable, Massachusetts, hereby certify that at a public meeting duly held on **June 10, 2024**, the **Conservation Commission** voted to **approve and grant the foregoing Conservation Restriction** to the **Trustees of the Dunstable Rural Land Trust** pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and a vote on Article 10 of the Dunstable Town Meeting held on May 8, 2023 ("CPA Vote"), an attested copy of which vote is attached hereto and included herein as Exhibit D, and do hereby approve and grant the foregoing Conservation Restriction.

Town of Dunstable Conservation Commission

Alan Chaney

Leah Basbanes

Juan Amodei

Marijan Andacic

Alan E. Chase

Kate DeLoureiro

Al Starbird

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 12th day of June, 2024, before me, the undersigned notary public, personally appeared Alan Chaney, and proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of the Conservation Commission.

Brynn C. Durno
Notary Public
My Commission Expires: 2/5/2027

BRYNN C. DURNO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 5, 2027

APPROVAL OF TOWN OF DUNSTABLE BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Dunstable, hereby certify that at a public meeting duly held on _____, 2024, the Board of Selectmen voted to approve the foregoing Conservation Restriction from the Town of Dunstable, acting by and through its Conservation Commission, to the Trustees of the Dunstable Rural Land Trust, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Town of Dunstable Select Board

_____
Ronald Mikol, Chair

_____
Leah D. Basbanes, Vice-Chair

_____
Kieran Meehan

Replacement page w/ updates in front cover (sign the cover instead one)

C. fixed

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of the Town of Dunstable.

_____
Notary Public
My Commission Expires:

ACCEPTANCE OF CONSERVATION RESTRICTION BY TRUSTEES OF THE DUNSTABLE RURAL LAND TRUST

The foregoing Conservation Restriction from the Town of Dunstable, acting by and through its Conservation Commission, was accepted by the Trustees of the Dunstable Rural Land Trust this _____ day of _____, 2024.

By: _____
President

By: _____
Treasurer

Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of the Dunstable Rural Land Trust.

_____
Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of the Dunstable Rural Land Trust.

_____
Notary Public

My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Dunstable, acting by and through its Conservation Commission, to the Trustees of the Dunstable Rural Land Trust has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Date: _____, 2024

_____
Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

EXHIBIT A

List of Trustees – Dunstable Rural Land Trust

Robert E. Kennedy, President	1987-present
Alan E. Chaney, Trustee	1987-present - recused himself
David E. Tully, Treasurer	2009-present
Robert J. Ricardelli, Trustee	2011-present
John C. Thompson, Trustee	2014-present
Charles W. Tully, Jr., Trustee	2018-present
Paul Dalida, Trustee	2020-present
Patricia Starbird, Trustee	2022-present
Alan S. Chase, Trustee	2022-present
Bridgette Braley, Trustee	2023-present

Mailing Address for Trustees:
Dunstable Rural Land Trust
1070 Main Street
Dunstable, MA 01827

EXHIBIT B - Legal Description of Premises

The land in the Town of Dunstable, Massachusetts, containing 4.76 acres, +/-, shown as "Lot-4A" on the plan of land entitled "Plan of Land, Mill Street, Dunstable, Massachusetts," Dated January 11, 2024, revised Feb. 1, 2024, prepared by Norse Design Services, Inc., 5 Tyngsboro Road Westford, MA 01886 and recorded with the Middlesex North Registry of Deeds in Plan Book 00252 Plan 9.

Lot 4A contains 4.76 acres, more or less, according to said plan.

EXHIBIT C – Reduced Copy of Recorded Plan of the Premises

For full size plan, see Middlesex North Registry of Deeds Plan Book 00252, Plan 9

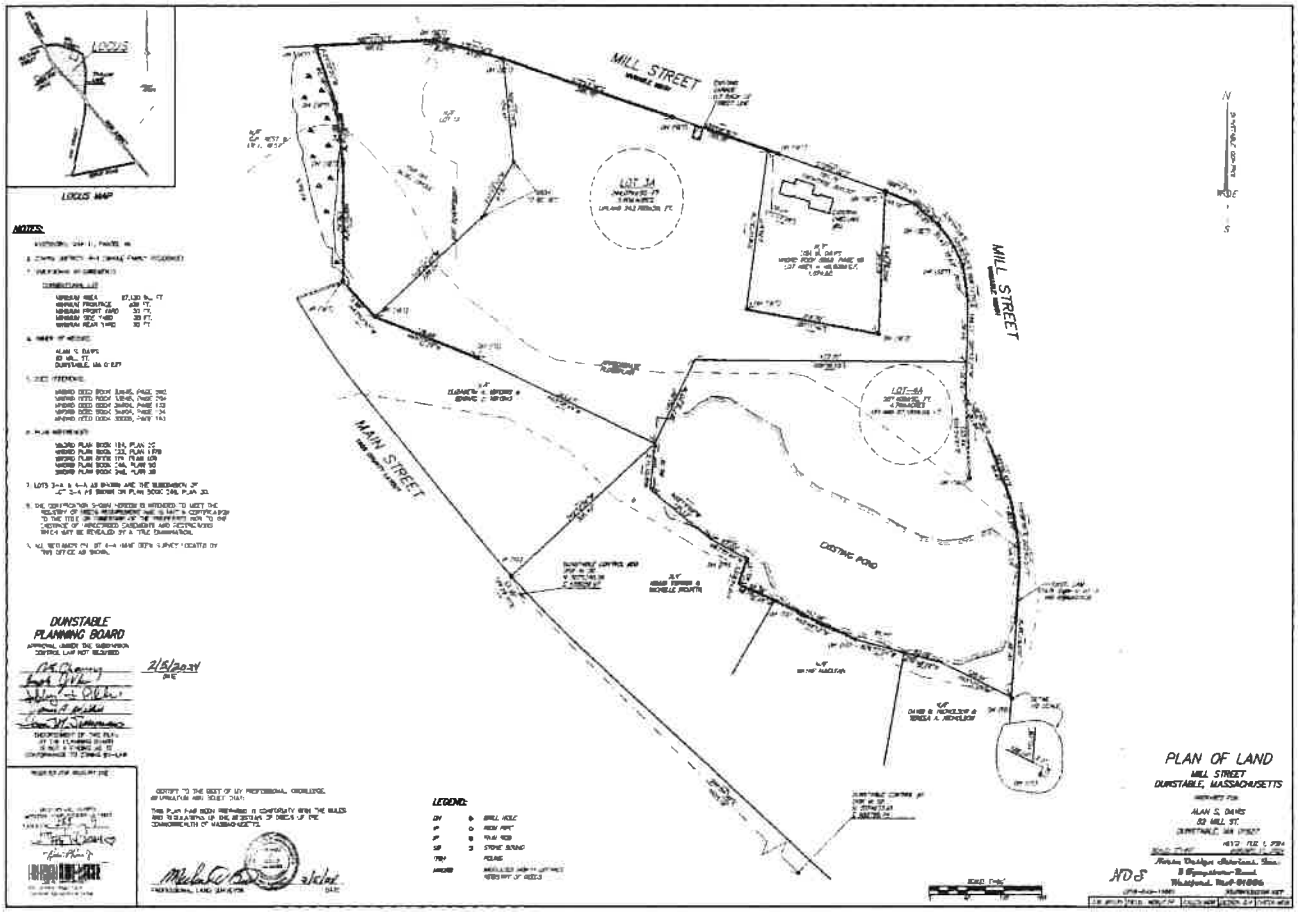


EXHIBIT D – Town Meeting Vote

OFFICE OF THE
TOWN CLERK
TOWN HALL
511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 x222
FAX (978) 649-4371
EFaiella@dunstable-ma.gov

June 12, 2023

Certificate of Vote

I hereby certify I am the Town Clerk in the Town of Dunstable, and that the following action was taken under Article 10 of the Annual Town Meeting of May 8, 2023.

Motion: That the Town vote to authorize the Conservation Commission and/or the Board of Selectmen to acquire by gift, purchase, eminent domain, or otherwise, certain real property together with any improvements thereon known as Morgan's Pond located off of Mill Street, identified as [a portion of] Assessor's Parcel 11-46, and being [a portion of] the premises described in a deed dated November 12, 2019, recorded with Middlesex North District Registry of Deeds in Book 33545, Page 204, containing 4.76 acres, more or less, and shown on a plan labeled "Preliminary Plan of Land, Mill Street, Dunstable, MA" prepared by Norse Design Services, Inc. and dated November 8, 2019, a copy of which is on file with the Conservation Commission, and to fund the costs of such acquisition of said property, appropriate the sum of $60,000 from the CPA Undesignated allocation, and further to authorize the Board of Selectmen, Conservation Commission, and/or the Community Preservation Committee to grant a conservation restriction over such property and to enter into any grant agreement or other agreements related to the purpose of this article.

Majority Vote Required
Voted in the Affirmative

Quorum Certificate

In accordance with The Town of Dunstable's Town Meetings, Town Elections & Records Bylaw, I hereby certify that the quorum for an Annual or Special Town Meeting is 50 registered voters of

---

the Town of Dunstable. Total number of voters checked in at the Annual Town Meeting of May 8, 2023: 183

A true copy, Attest

Ellen Faiella

Ellen Faiella, Town Clerk

KENNEDY CONSERVATION RESTRICTION

Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL

511 Main Street | Dunstable, MA

TOWN OFFICES
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 FAX (978) 649-4371

June 25, 2024

Executive Office of Energy and Environmental Affairs
100 Cambridge Street - Suite 900
Boston, MA 02114

Attn: Vanessa Farny

Ms. Farny,

Alan Chaney, a member of our Conservation Commission, has authorization to act as the official representative and project manager on behalf of the Town of Dunstable in connection with the Town's application for the Local Acquisitions for Natural Diversity (LAND) grant.

Alan may be reached at: 511 Main Street, Dunstable, MA 01827-1313
Phone Number: (978) 649-4514 x230
Fax: (978) 649-8893
E-Mail address: CRock@dunstable-ma.gov

Respectfully,
Dunstable Board of Selectmen

_____
Leah D. Basbanes
Chair

_____
Kieran Meehan

_____
Ronald J. Mikol

TOWN OFFICES
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 FAX (978) 649-4371

Resolution of the Board of Selectmen, Dunstable, MA – June 25, 2023

Whereas, the Town of Dunstable's Conservation Commission is prepared to enter a grant application under the Commonwealth's Local Acquisitions for Natural Diversity (LAND) grant program, now therefore, the Dunstable Board of Selectmen does hereby approve and authorize the following:

1) The preparation and filing of an application to the Massachusetts Executive Office of Energy & Environmental Affairs, for a Local Acquisitions for Natural Diversity (LAND) grant which could allow the Town's Conservation Commission to purchase a conservation restriction on 2 parcels of land totaling 29.8 acres – said land being located on High Street, Dunstable, owned by Robert E. Kennedy, and described in a Deed dated October 29, 1974 – Book 2153, Page 611 and a Deed dated December 30, 1975 – Book 2179, Page 121, both filed at the Middlesex North Registry of Deeds.

2) Does hereby authorize Alan Chaney, a member of our Conservation Commission to act as official representative of the community and the Conservation Commission in connection with the town's application for this grant.

Leah D. Basbanes Kieran Meehan Ronald J. Mikol

FEE ADJUSTMENTS

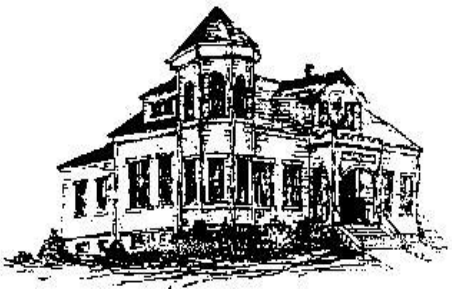
Town of Dunstable

JUNE 25, 2024

DUNSTABLE TOWN HALL

511 Main Street | Dunstable, MA

OFFICE OF THE
BOARD OF SELECTMEN
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 X224 FAX (978) 649-4371
e-mail selectmen@dunstable-ma.gov



Dear Members of the Select Board:

Attached is an analysis of municipal fees for building permits, electrical permits, town clerk fees, and Municipal Lien Certificates. For certain municipal services, town officials are recommending fee adjustments.

A fee survey was conducted comparing the Town of Dunstable with neighboring communities. Included in the survey are the communities of Ayer, Groton, Pepperell, Shirley, Westford, Townsend, and Tyngsborough.

As you likely know, the Town has accepted M.G.L. c. 40, Section 44F, which allows any board or officer "empowered to issue a license, permit, certificate, or to render a service" to fix their own reasonable fees, provided that if the board or officer is appointed by an elected board, the fixing of such fee shall be subject to the review and approval of the elected board. In Dunstable, this means that the Select Board will review and approve most such fees. While there are some exemptions with some fees requiring Town Meeting approval, the fees proposed to increase fall within the Select Board's authority.

For Building Permit Fees, the following adjustments are being recommended:

Permits	Dunstable	Dunstable Recommendations
Inground Pool	$135	$150
Woodstove	$55	$60
Temporary Occupancy Permit (per month)	$40	$50
Demolition Permit	$60	$100
Home Occupation Certificates	$45	$50
HVAC or Sheet Metal (per system) Residential	$60	$100

There are also several Electrical Permit Fees with recommendations for adjustments:

Permits	Dunstable	Dunstable Recommendations
0-100 amp service change	$60	$65
101-200 amp service change	$60	$75
201-400 amp service change	$60	$85
Electric water heater	$60	$70
Underground pools	$60	$85
Aboveground pools	$60	$65
Alarm systems or company fee	$60	$65
Pool Houses	$80	$100

PV Solar Systems	$110	$150

For Town Clerk Fees, the following are adjustments being recommended:

Vital Records	Recommendations	Dunstable Current
Certified Vitals	$12	$10
Marriage Intentions	$30	$25
Dogs		
Dog License - Altered	$10	$6
Dog License - Unaltered	$15	$10
Miscellaneous		
Business Certificates	$35	$20
Business Certificate Change	$10	
Utility Pole Recording	$60	$5
Raffle Permits	$15	$10
Business Listing Request	$20	

Lastly, the Treasurer Collector is recommending an increase in the fee for Municipal Lien Certificates from $25 to $50, in line with all other surrounding communities.

In addition to these larger adjustments, for all fees collected for inspectional services, Town officials are requesting a $2 increase. This increase is requested to cover an increase in transaction fees from PermitLink – for every resident transaction through our permitting software, the Town's fee will increase by $2. This increase is requested to cover the increased cost of the software system.

Thank you for your consideration of this request.

Sincerely,

Jason Silva
Town Administrator

Assumption:
$75k

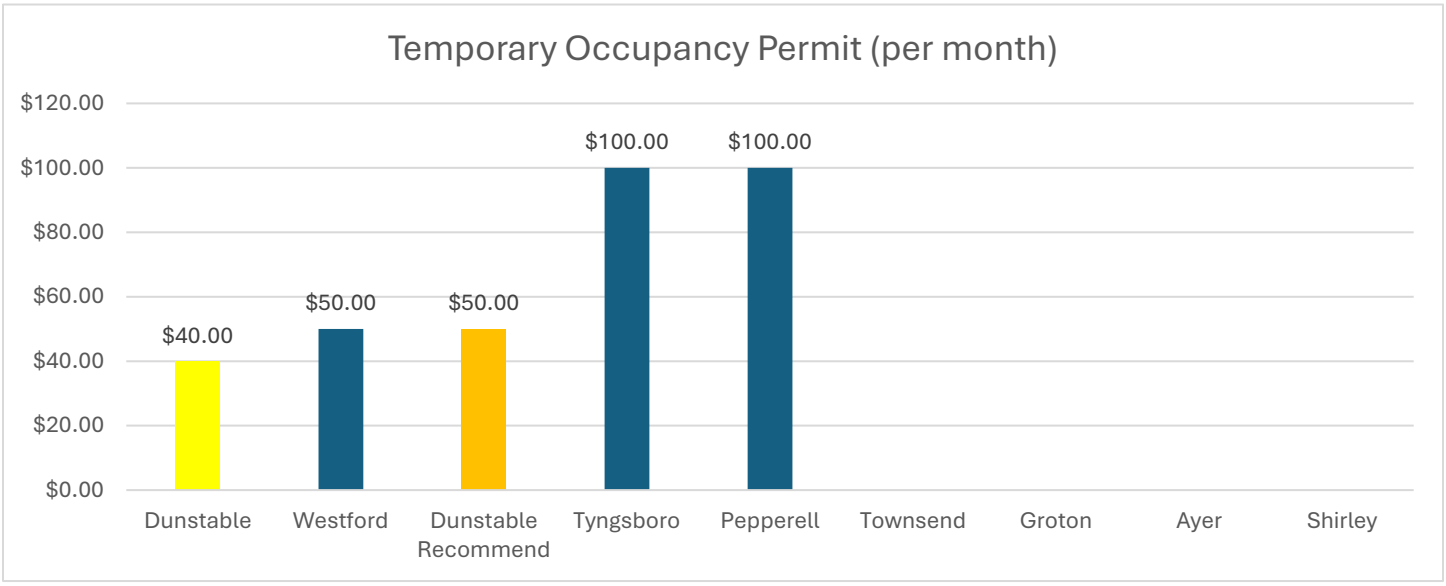
Building Inspection Fees

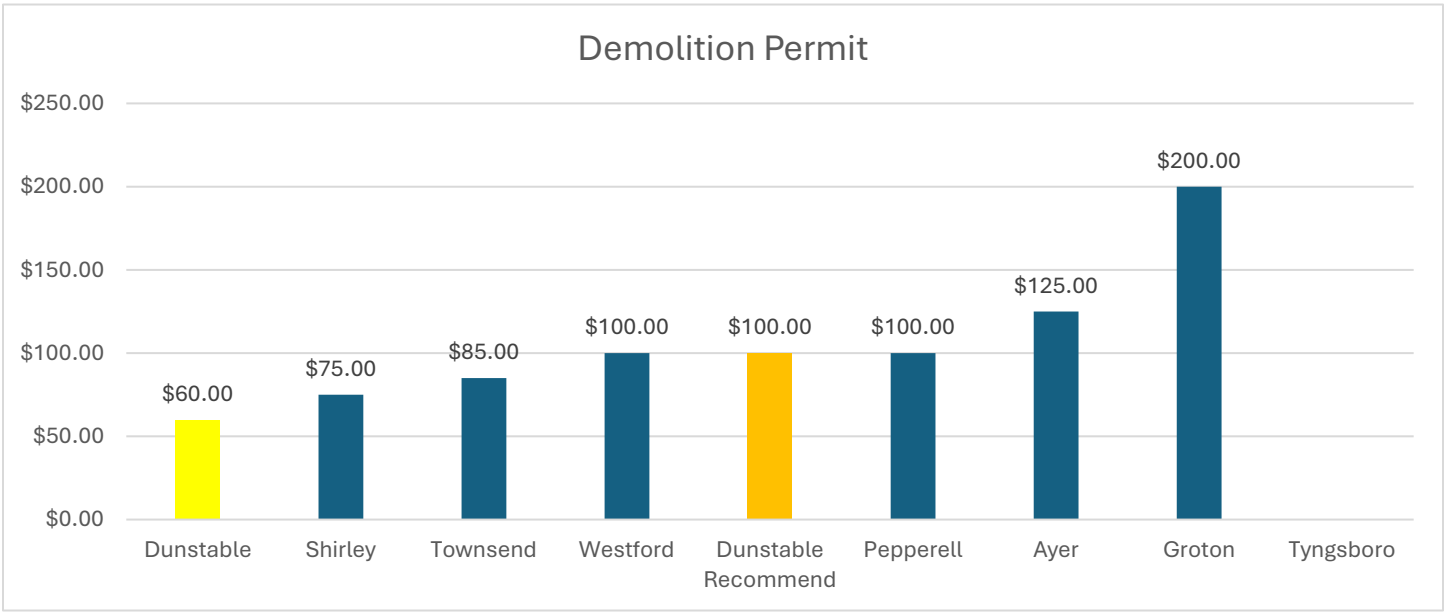
	Ayer	Dunstable	Dunstable Recommend	Groton	Pepperell	Shirley	Townsend	Tyngsboro	Westford
Inground Pool	**$150.00**	**$135.00**	$150.00	**$200.00**	**$750.00**	**$900.00**	**$160.00**	**$185.00**	**$900.00**
Woodstove	**$75.00**	**$55.00**	$60.00	**$60.00**	**$75.00**		**$60.00**	**$50.00**	**$55.00**
Temporary Occupancy Permit (per month)		**$40.00**	$50.00		**$100.00**			**$100.00**	**$50.00**
Demolition Permit	**$125.00**	**$60.00**	$100.00	**$200.00**	**$100.00**	**$75.00**	**$85.00**		$100.00
Home Occupation Certificates	**$150.00**	**$45.00**	$50.00					**$50.00**	**$50.00**
HVAC or Sheet Metal (per system) Residential	**$125.00**	**$60.00**	$100.00	**$80.00**	**$75.00**	**$60.00**		**$125.00**	

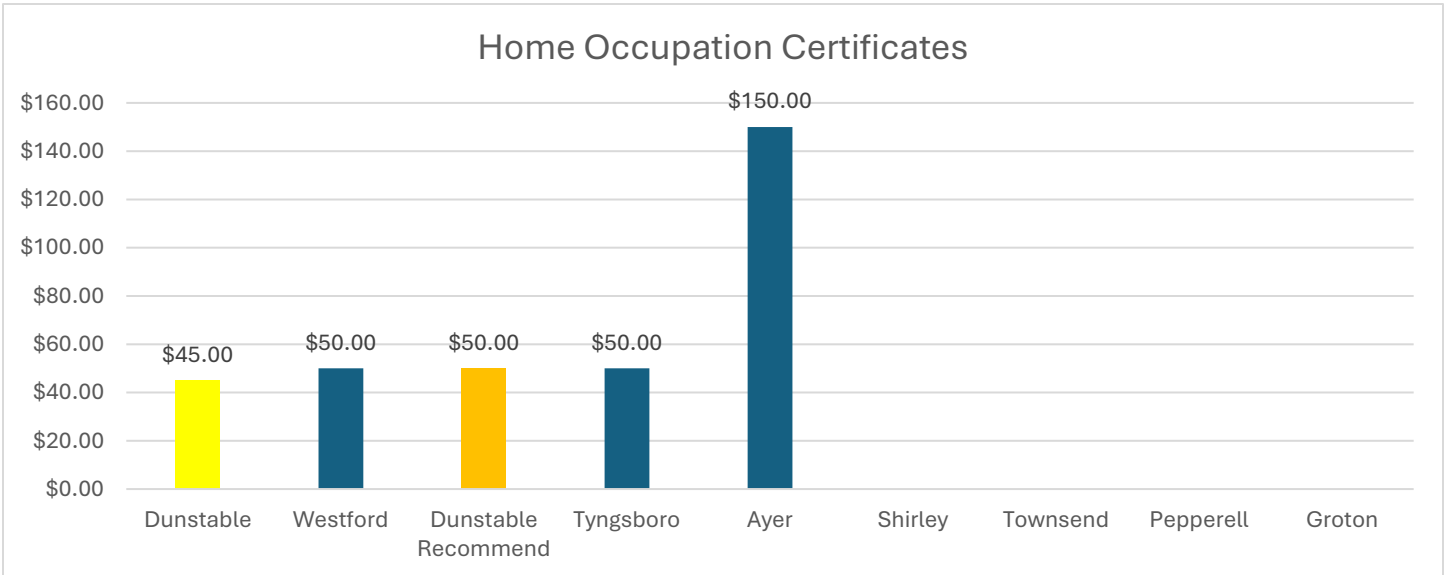
	Single Family Dwellings	Dunstable	Dunstable Notes	Pepperell	Pepperell Notes	Shirley	Shirley Notes	Westford	Westford Notes	Townsend	Townsend Notes	Ayer	Ayer Notes	Tyngsboro	Tyngsboro Notes	Groton	Groton Notes
	Alterations of Structures																
	Plus $10 per $1000 over $5000 and less than $1,000,001							$0.0120	x total cost						Total estimated construction costs over $5,000 are assessed at $55.00 + $10.00 per $1,000 of the Total Estimated Cost of Construction.	100	12/1000
	$1000 or less	**$35**						$0.0120	x total cost								
	between $1,001 - $2000	**$45**						$0.0120	x total cost								
	between $2001-$3000	**$55**						$0.0120	x total cost								
Assumption: $75k for addition	$3001-$5000	**$815.00**		**$750.00**	$10 per $1000 of construction cost $100 min	**$750.00**	$10 per $1000 of construction cost $100 min	**$900.00**	.0120 x total cost			**$937.50**	$75 minimum, $1000-$10k construction cost, $125. over $10k $12.50/$1000	**$805.00**	Total estimated construction costs over $5,000 are assessed at $55.00 + $10.00 per $1,000 of the Total Estimated Cost of Construction.	**$900.00**	12/1000
Assumption: $75k	Inground Pool	**$135.00**	Flat Fee	**$750.00**	10 per $1000 of construction cost - $120 minimum fee	**$900.00**	$12 per $1000 of the total job cost. Minimum fee of $50.	**$900.00**	.0120 x total cost	**$160.00**		**$150.00**		**$185.00**	includes $35 occupancy permit	**$200.00**	
Assumption: $6k	Above Ground without Deck	**$90.00**	Flat Fee	**$100.00**	10 per $1000 of construction cost - $100 minimum fee	**$72.00**	$12 per $1000 of the total job cost. Minimum fee of $50.	**$72.00**	.0120 x total cost	**$75.00**		**$75.00**		**$85.00**	includes $35 occupancy permit	**$100.00**	
	Fireplaces	**$65.00**	Flat Fee	**$75.00**	Flat Fee			**$55.00**				**$75.00**		**$50.00**		**$60.00**	
	Woodstove	**$55.00**	Flat Fee	**$75.00**	Flat Fee			**$55.00**		**$60.00**		**$75.00**		**$50.00**		**$60.00**	
	Roof	**$85.00**	Flat Fee	**$100.00**	per $1000 of construction cost - $100 minimum fee			**$100.00**		**$60.00**		**$75.00**		**$55.00**	Total estimated construction costs over $5,000 are assessed at $55.00 + $10.00 per $1,000 of the Total Estimated Cost of Construction.	**$80.00**	12/1000
	Ramps	**$55.00**	Flat Fee	**$100.00**	per $1000 of construction cost - $100 minimum fee			**$0.01**	x total cost						Total estimated construction costs over $5,000 are assessed at $55.00 + $10.00 per $1,000 of the Total Estimated Cost of Construction.	**$30.00**	Flat Fee
	Temporary Occupancy Permit (per month)	**$40.00**	Flat Fee	**$100.00**				**$50.00**						**$100.00**			
	Occupancy Permit	$50.00	Flat Fee					$50.00				$150.00					
	Demolition Permit	**$60.00**	Flat Fee	**$100.00**	per $1000 of construction cost - $100 minimum fee	**$75.00**		$100.00		**$85.00**		**$125.00**	$12.50/$1000 $125 min			**$200.00**	for dwelling, $60 for structure

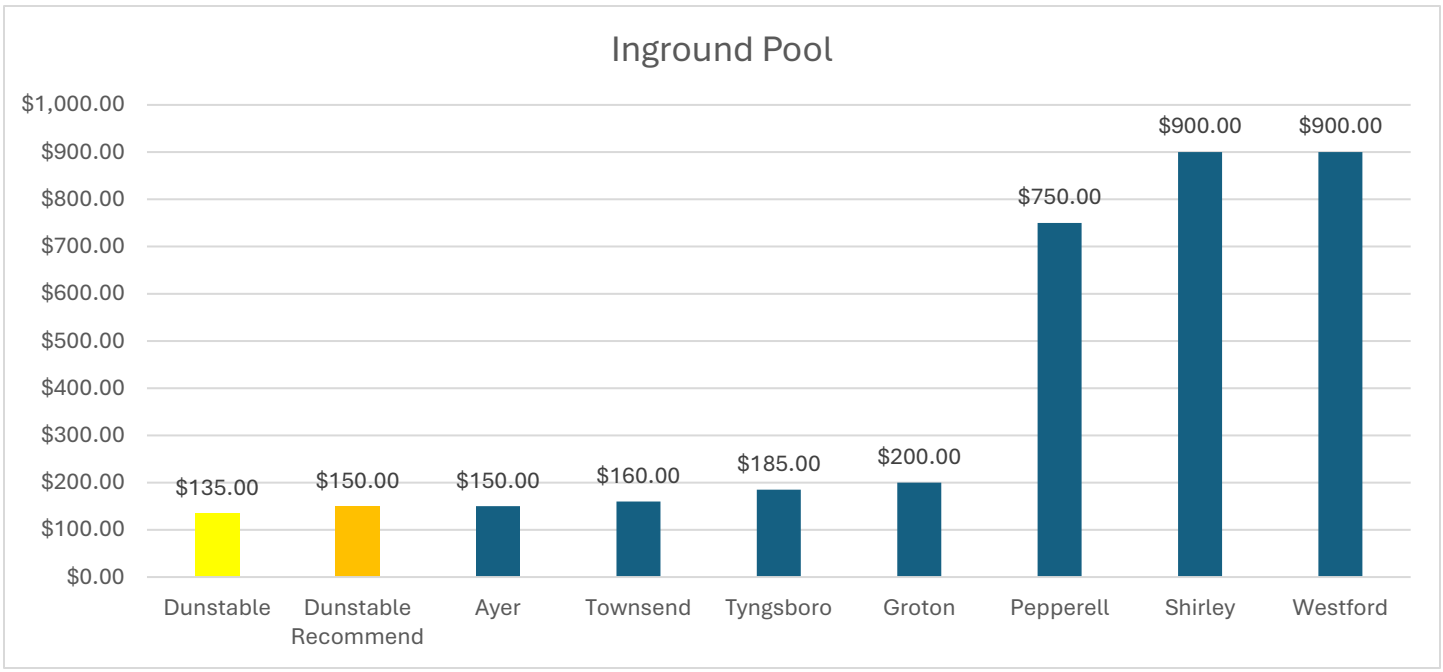
Home Occupation Certificates	**$45.00**	Flat Fee				**$50.00**		**$150.00**		**$50.00**		
Replacement Permit Card	$35.00	Flat Fee	$50.00			$50.00		$50.00				
Transfer of Permits	$50.00	Flat Fee	$50.00			$50.00						
HVAC or Sheet Metal (per system) Residential	**$60.00**	Flat Fee	**$75.00**	per $1000 of construction cost - $75 minimum fee	**$60.00**	$0.02 x est cost		**$125.00**	minimum 125, $12.50/$1000	**$125.00**	flat fee	**$80.00** 12/1000
HVAC or Sheet Metal ($10 per thousand $100 min/$500 max) Commercial	$100.00		$200.00	per $1,000 of construction cost - Minimum $200		$0.02 x est cost		$150.00	minimum 150, $15.00/$1000	$125.00	flat fee	$150.00 12/1000

Building Permit Fees Analysis and Recommendations

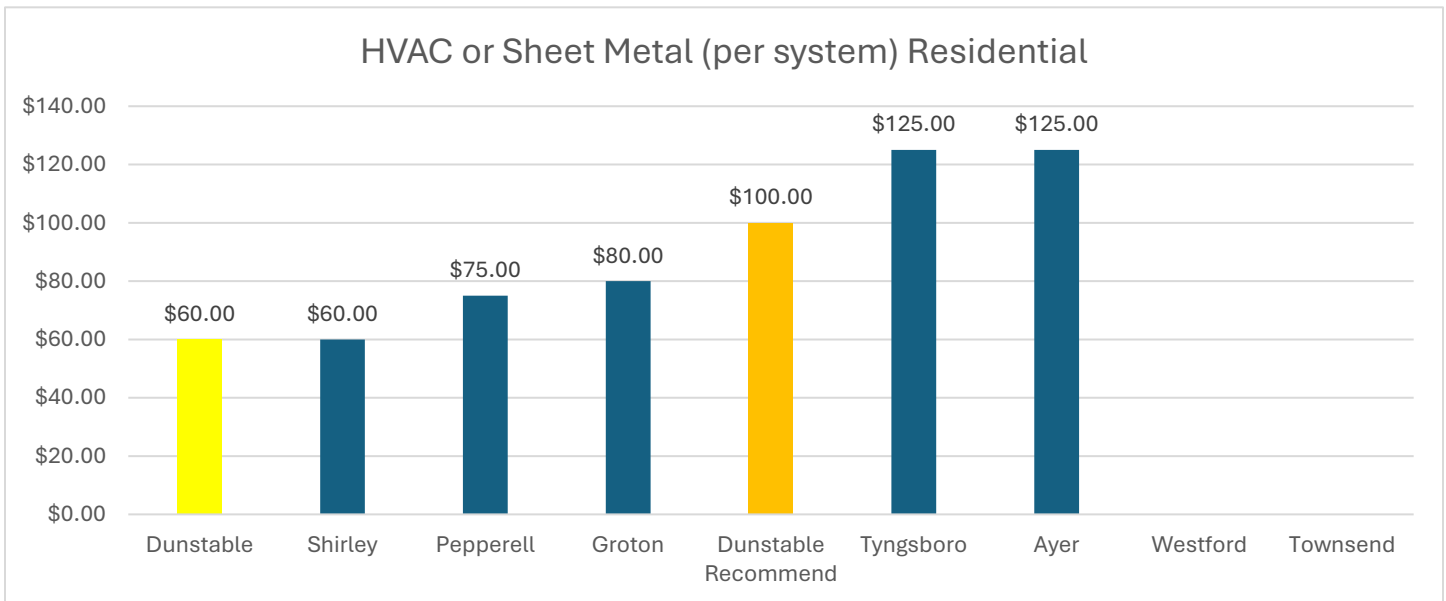







Inground Pool
$1,000.00
$900.00
$800.00
$700.00
$600.00
$500.00
$400.00
$300.00
$200.00
$100.00
$0.00
$135.00
$150.00
$150.00
$160.00
$185.00
$200.00
$750.00
$900.00
$900.00
Dunstable
Dunstable Recommend
Ayer
Townsend
Tyngsboro
Groton
Pepperell
Shirley
Westford


Woodstove
$80.00
$70.00
$60.00
$50.00
$40.00
$30.00
$20.00
$10.00
$0.00
$50.00
$55.00
$55.00
$60.00
$60.00
$60.00
$75.00
$75.00
Tyngsboro
Dunstable
Westford
Dunstable Recommend
Townsend
Groton
Ayer
Pepperell
Shirley


HVAC or Sheet Metal (per system) Residential
$140.00
$120.00
$100.00
$80.00
$60.00
$40.00
$20.00
$0.00
$60.00
$60.00
$75.00
$80.00
$100.00
$125.00
$125.00
Dunstable
Shirley
Pepperell
Groton
Dunstable Recommend
Tyngsboro
Ayer
Westford
Townsend

Electrical/Wiring Inspection Fees

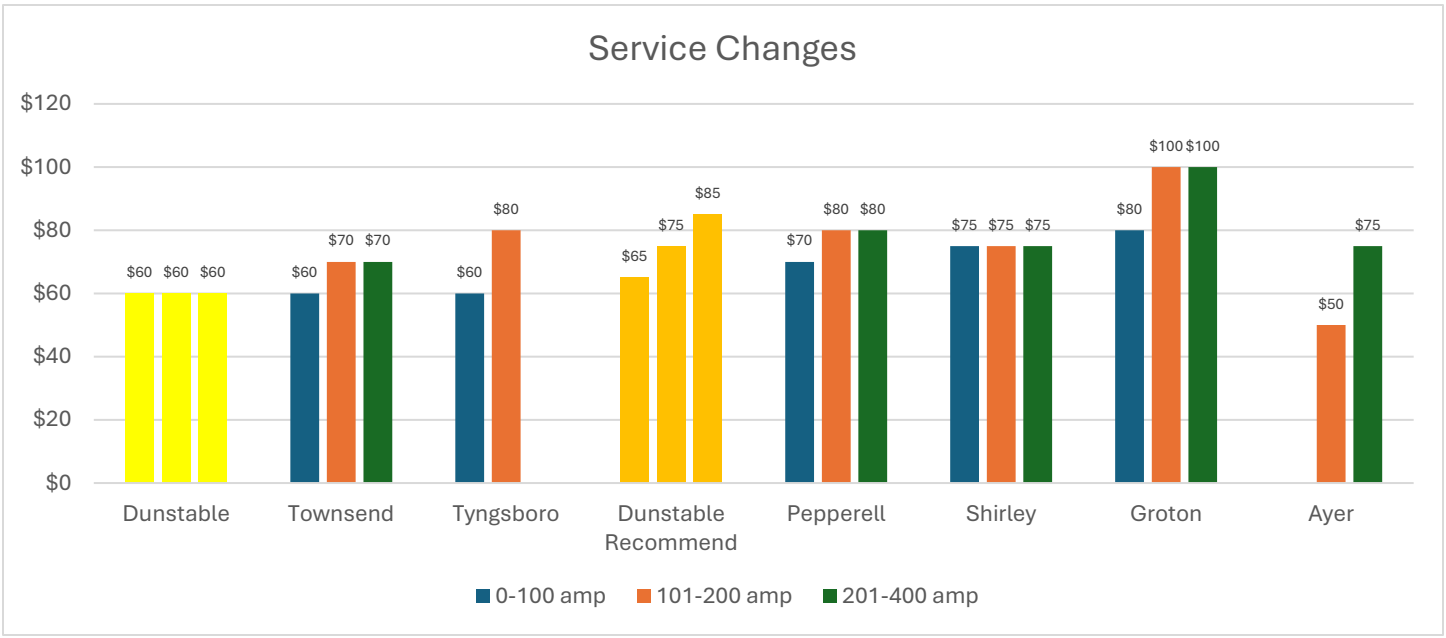
	Ayer	Dunstable	Dunstable Recommend	Groton	Pepperell	Shirley	Townsend	Tyngsboro
Service Changes								
0-100 amp		$60	$65	$80	$70	$75	$60	$60
101-200 amp	$50	$60	$75	$100	$80	$75	$70	$80
201-400 amp	$75	$60	$85	$100	$80	$75	$70	
Electric water heater	$60	$60	$70	$100	$75	$60	$60	$50
Underground pools	$60	$60	$85	$150	$100	$75	$75	$50
Aboveground pools	$60	$60	$65	$80	$80	$75	$60	$50
Alarm systems or company fee	$75	$60	$65	$80	$75	$60	$60	$50
Pool Houses	$80	$80	$100	$125	$130	$100		$50
PV Solar Systems	$200	$110	$150	$150	$150	$100	$120	

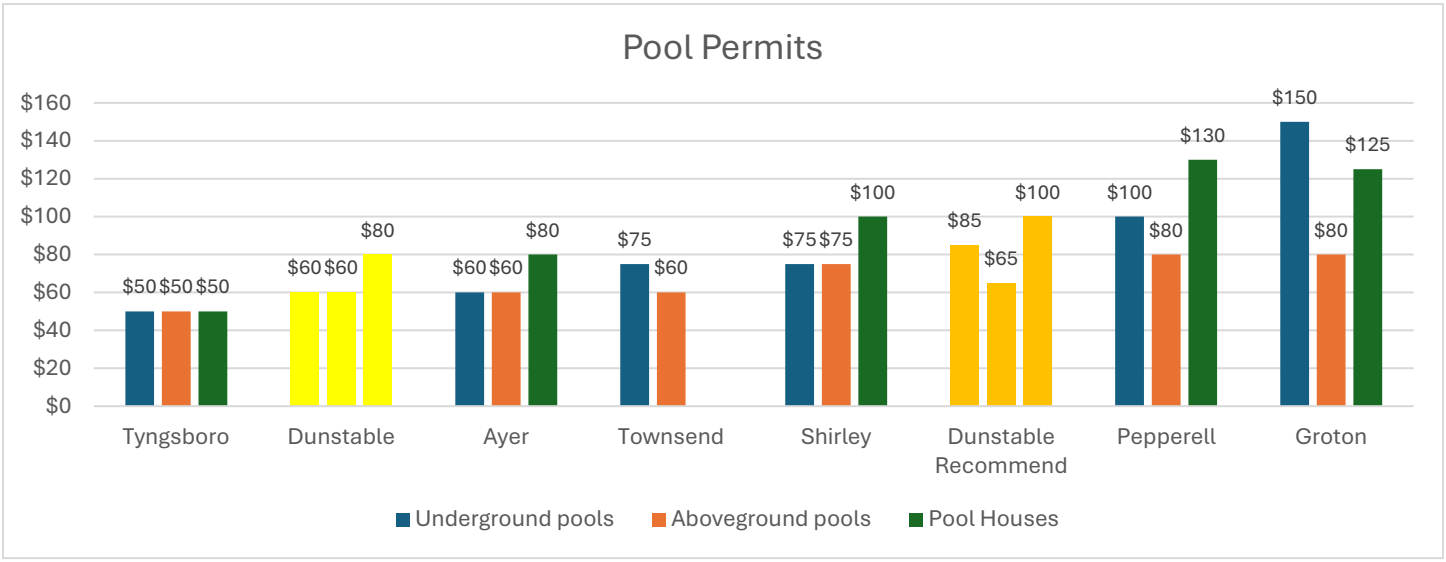
Electrical/Wiring Inspection Fees

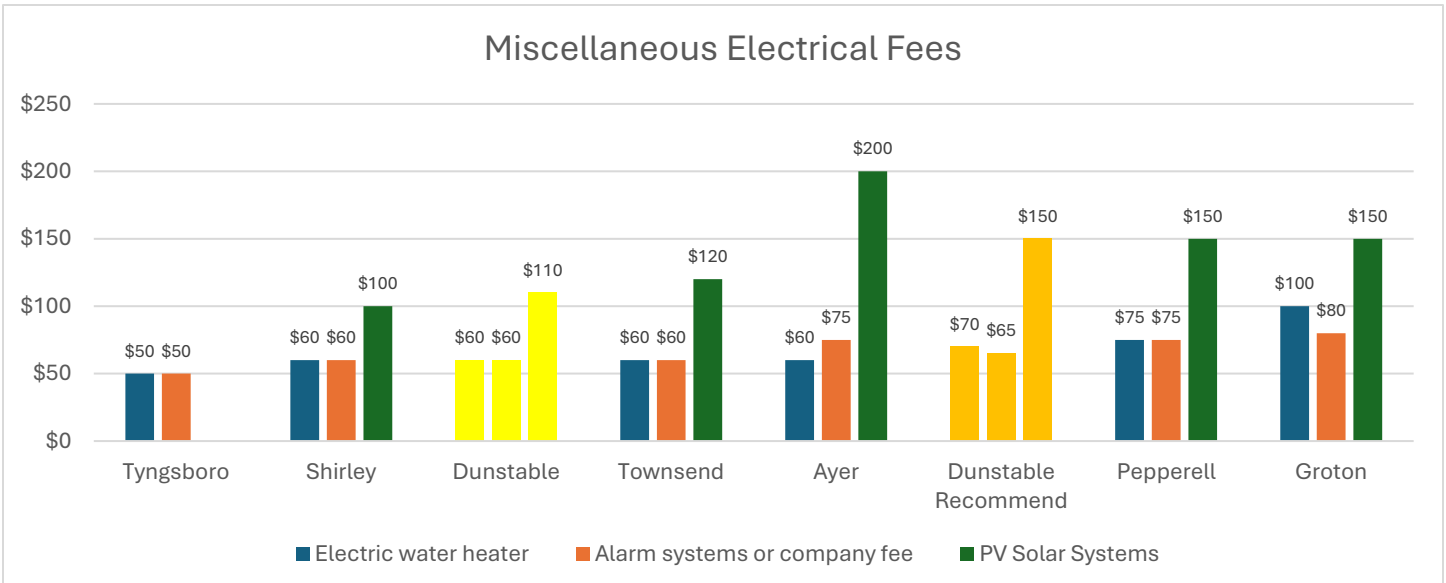
	Dunstable	Dunstable Notes	Pepperell	Pepperell Notes	Shirley	Shirley Notes	Westford	Westford Notes	Townsend	Townsend Notes	Ayer	Ayer Notes	Tyngsboro	Tyngsboro Notes	Groton	Groton Notes
				minimum permit fee $80												minimum fee $80
New Services - Single Family												for new house construction				
0-100 amp	**$60**		**$150**						**$130**		**$125**		**$150**	120 for 100 amp	**$200**	
101-200 amp	**$60**		**$190**						**$170**		**$175**				**$300**	
201-400 amp	**$60**		**$210**						***70**	per 100 am p additional over 200	**$225**				**$400**	
Additional Fee for Underground	**$60**			underground add $10					**$10**							
Service Changes																
0-100 amp	**$60**	$65	**$70**		**$75**				**$60**				**$60**		**$80**	
101-200 amp	**$60**	$75	**$80**		**$75**				**$70**		**$50**		**$80**		**$100**	
201-400 amp	**$60**	$85	**$80**		**$75**				**$70**	**each service**	**$75**				**$100**	per service over 200amp
New House - Single Family																
200 amp service	**$160**		**$200**		**$150**		**$180**		**$170**	per 100 am p additional over 200	**$175**		**$150**	120 for 100 amp	**$300**	
Additional for Underground	**$60**								**$10**							
New House with Underground	**$220**		**$210**													
Temprary Poles or Trailers	**$60**		**$70**		**$60**				**$60**		**$60**		**$50**		**$80**	
Remodeling or Substantial Additions	**$160**		**$130**		**$100**		**$60**		**$60**	9 outlets or less, 10+ $85	**$80**	1-10 outlets, 11+ is $100	**$50**		**$100**	
Additions such as greenhouses & sunrooms	**$60**		**75-115**		**$100**		**$60**		**$60**	9 outlets or less, 10+ $85		1-10 outlets, 11+ is $100	**$50**		**$100**	
Finish basement	**$160**		**75-115**				**$60**		**$60**	9 outlets or less, 10+ $85		1-10 outlets, 11+ is $100	**$50**			
Electric water heater	**$60**	$70	**$75**		**$60**		**$60**		**$60**		**$60**		**$50**		**$100**	
Sign lights	**$85**								**$60**						**$80**	
Underground pools	**$60**	$85	**$100**		**$75**				**$75**		**$60**		**$50**		**$150**	
Aboveground pools	**$60**	$65	**$80**		**$75**				**$60**		**$60**		**$50**		**$80**	
Dryer outlets	**$60**								**$60**		**$50**		**$50**		**$80**	
Service relocation	**$60**		**$80**		**$75**				**$60**		**$50**		**$50**		**$80**	
Aluminum siding installation	**$60**												**$50**		**$80**	
Alarm systems or company fee	**$60**	$65	**$75**		**$60**				**$60**		**$75**		**$50**		**$80**	
Oil and gas burners	**$60**		**$75**		**$60**				**$60**		**$50**		**$50**		**$80**	
Range outlets	**$60**								**$60**		**$50**		**$50**		**$80**	
Residential Garages	**$120**		**$130**		**$100**					see above	**$80**	1-10 outlets, 11+ is $100	**$50**		**$125**	
Barns	**$100**		**$130**		**$100**						**$80**	1-10 outlets, 11+ is $100	**$50**		**$125**	
Pool Houses	**$80**	$100	**$130**		**$100**						**$80**	1-10 outlets, 11+ is $100	**$50**		**$125**	
Generators	**$75**		**$75**						**$60**		**$75**		**$50**		**$80**	
Pump & controls for sewer system	**$60**								**$60**		**$60**		**$50**		**$80**	
Wired Residential AC Units	**$75**		**$75**		**$60**				**$60**		**$60**	80 for 35000 BTU	**$50**		**$80**	
PV Solar Systems	**$110**	$150	**$150**		**$100**				**$120**		**$200**				**$150**	
Re-permits/Re-inspection for the 3rd and subsequnt visits	**$60**		**$50**		**$45**				**$60**		**$50**		**$25**		**$100**	

*EV Charging

Electrical Permit Fees Comparisons and Recommendations



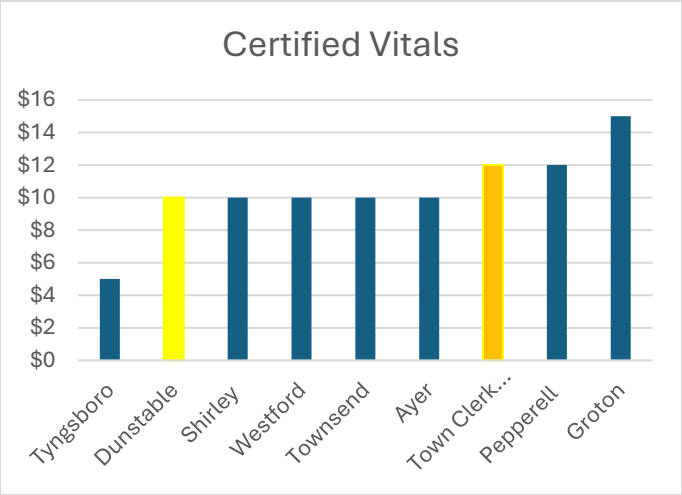


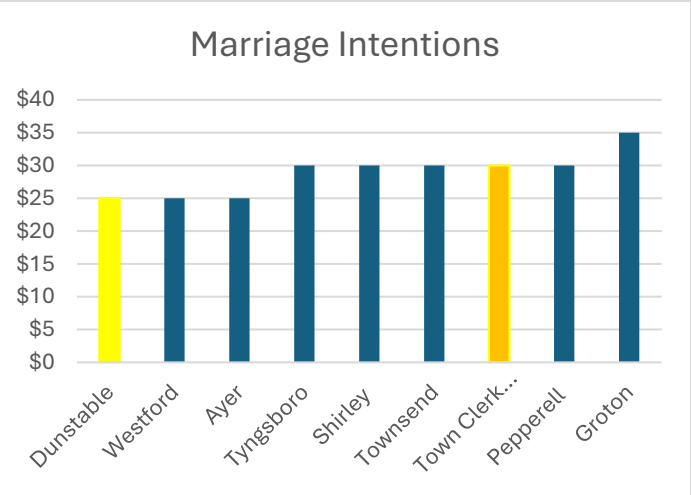


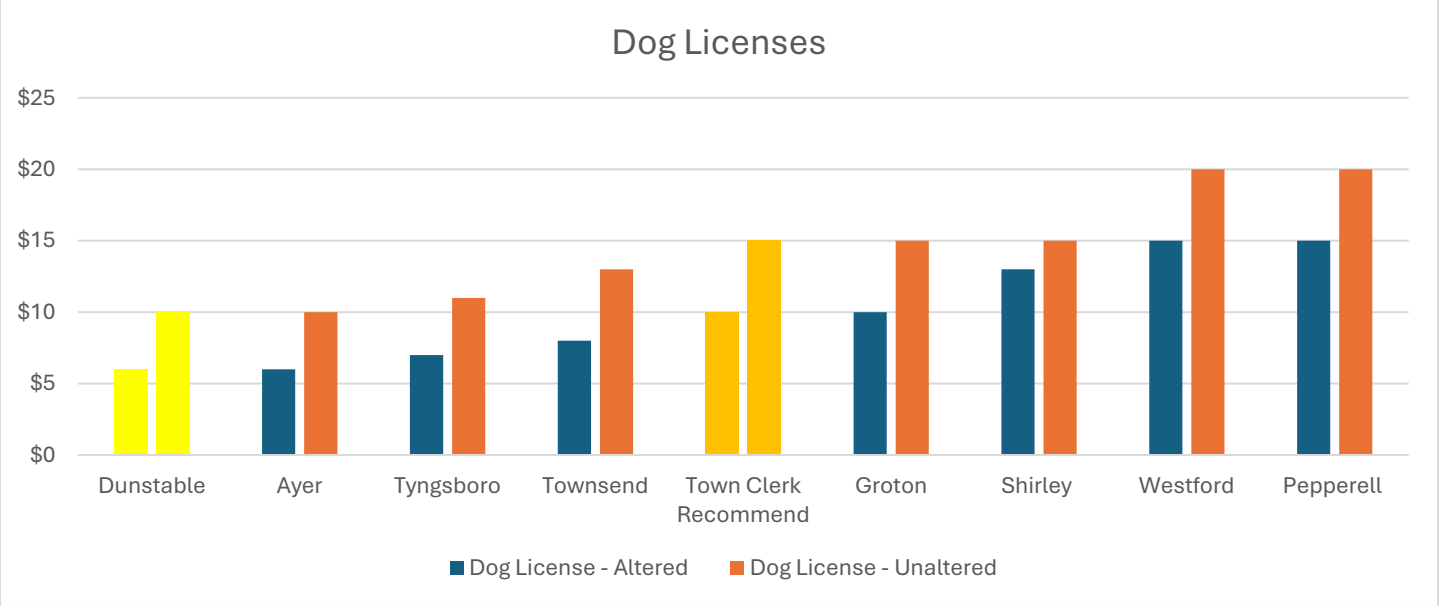
Municipal Lien Certificates

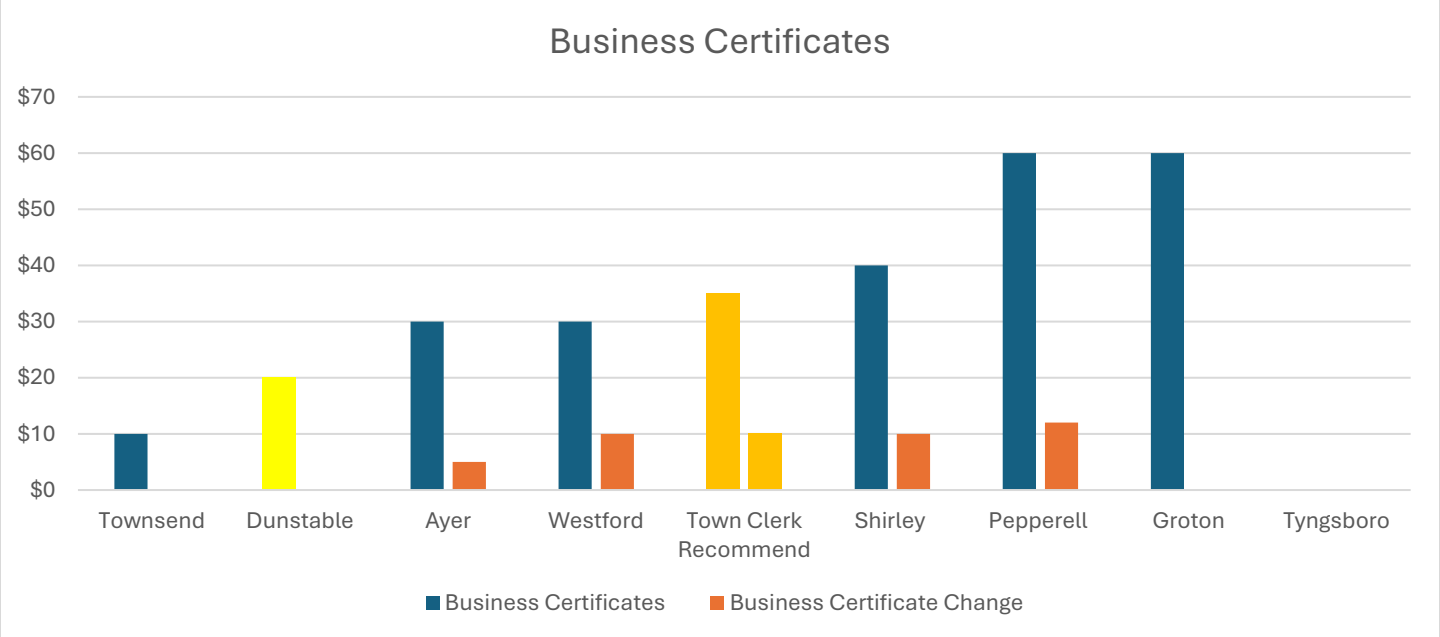
	Dunstable	Pepperell	Shirley	Westford	Townsend	Ayer	Tyngsboro	Groton
Single Family Home	**$25**	**$50**	**$50**	**$50**	**$50**	**$50**	**$50**	**$50**
Multi-Family Home	**$25**	**$50**	**$50**	**$50**	**$50**	**$50**	**$50**	**$50**
Commercial/Industrial	**$25**	**$50**	**$50**	**$100**	**$50**	**$50**	**$50**	**$50**

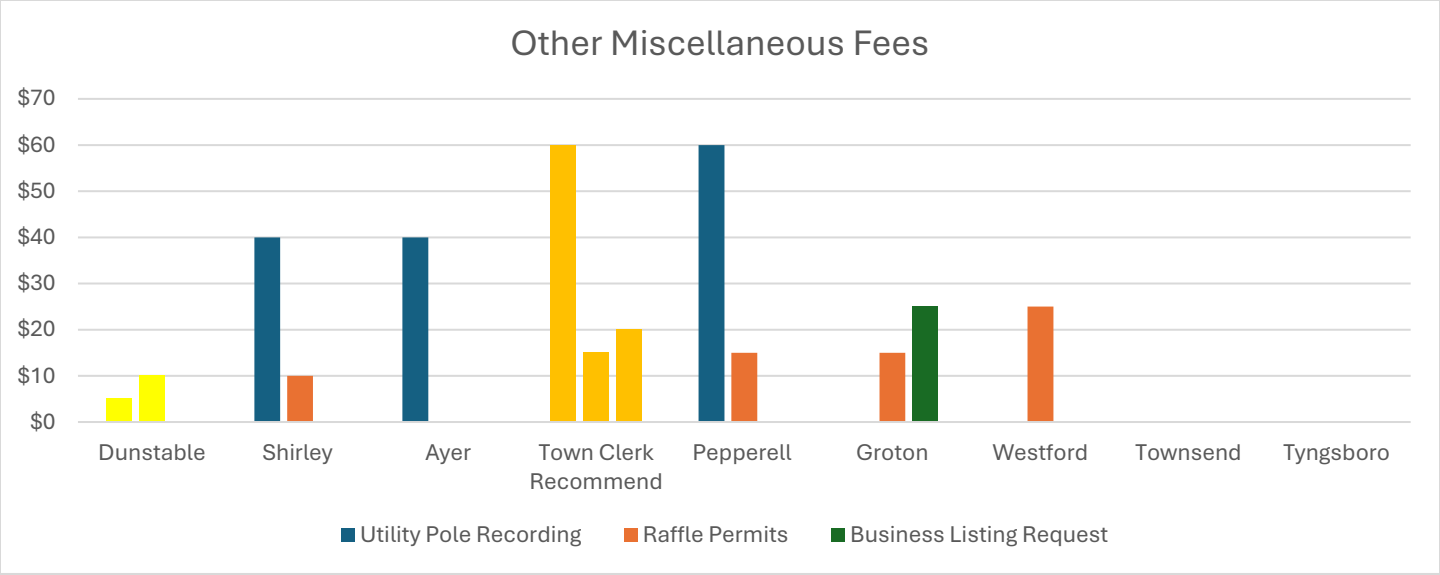
Town Clerk Fee Analysis and Recommendations










Other Miscellaneous Fees
$70
$60
$50
$40
$30
$20
$10
$0
Dunstable
Shirley
Ayer
Town Clerk Recommend
Pepperell
Groton
Westford
Townsend
Tyngsboro
Utility Pole Recording
Raffle Permits
Business Listing Request

	Town Clerk Recommendations	Dunstable	Dunstable Notes	Pepperell	Pepperell Notes	Shirley	Shirley Notes	Westford	Westford Notes	Townsend	Townsend Notes	Ayer	Ayer Notes	Tyngsboro	Tyngsboro Notes	Groton	Groton Notes
Vital Records																	
Amendment to Correct Death Certificate		$50		$12								$20				$30	$30 for all amendments
Burial Permit		No Charge														free	
Certified Vitals	$12	$10		$12		$10		$10		$10		$10		$5		$15	Death are $5 for 6th and additional copies
Marriage Certificate Correction		$25		$12				$15				$20				$30	
Marriage Intentions	$30	$25	includes 1 marriage cert.	$30		$30	includes 2 copies	$25		$30	includes 1 copy	$25	includes 1 copy	$30		$35	
Recording Delayed Record of Birth		$50										$10					
Recording of Home Births		$50		$30												$75	
Recording Out of Commonwealth Events		$50		$12												$30	
Dogs																	
Dog License - Altered	$10	$6		$15		$13		$15		$8		$6		$7		$10	
Dog License - Unaltered	$15	$10		$20		$15		$20		$13		$10		$11		$15	
Late Fee		$10	After April 1st	$25	per dog after march 31st	$20	intact after 1/30	$25	after 3/31	$10	as of 3/1/24	$10	after 3/31	$32	after march 1st	$10	
Fine		$60	After May 1st			$18	spayed after 1/30			$50	as of 5/1/24			$36	after march 1st	$15	
Failure to Vaccinate Against Rabies		$100	ACO Approval														
Kennel (5-9)		$75	ACO Approval	$70		$80		$60		$60				$50		$70	
Kennel (10+)		$100	ACO Approval	$700		$120		$85		$90				$100		$100	
Dangerous Dog License																$300	
Commercial Boarding or Training Kennel by Special Permit		$100	ACO Approval														
Domestic Chartibile Corporation Kennel by Special Permit		$100	ACO Approval														
Misc.																	
Business Certificates	$35	$20	Every 4 years	$60		$40		$30		$10		$30				$60	
Business Certificate Change	$10			$12		$10		$10				$5					
Underground Fuel Storage		$20	Annually	$15				$100									
Utility Pole Recording	$60	$5	per intersection	$60		$40						$40					
Copies		$0.05	per page (not vitals)	$0.05				$0				$0					
Department Regulations		$0.05	per page (not vitals)														
General Bylaws		$20	All formats			$10						$6					
Notary Service		$1	per signature	$0.00								$1	per page. Free for residents & veterans				
Raffle Permits	$15	$10		$15		$10		$25								$15	
Street Listings		$15	All formats	$30		$10		$15				$10				$15	
Subdivision Regulations		$0	per page			$15											
Voter Extracts		$10															
Voting List		$10		$12		$0	per page										
Voter List Electronic						$10											
Zoning Bylaws		$20	All formats			$15						$10					
Business Listing Request	$20															$25	

Potential Opportunity for Increase

We don't have this today but should consider