Town of
Dunstable

SELECT BOARD

MEETING MATERIALS



SEPTEMBER 8, 2026

511 Main Street
Dunstable, MA 01827

NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL30A §18 - 25

TOWN OF DUNSTABLE

511 Main Street Dunstable, MA 01827
(978) 649-4514 dunstable-ma.gov

BOARD/COMMITTEE/COMMISSION:	Select Board
SUBMITTED TO TOWN CLERK:	*September 03, 2026 9:10 am*
MEETING DATE/TIME:	September 08, 2026 5:30 pm
LOCATION:	Town Hall - Upper Level

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

Topics the Chair Reasonably Anticipates will or could be Discussed	
1.	Meeting Call to Order
2.	Public Comment
3.	Approval of Meeting Minutes from August 11, 2026*
4.	Annual Appointments*
5.	Conservation Restriction, 389 Thorndike Street and 60 Main Street, McLoon Property*
6.	Safe Harbor Status/Housing Production Plan Certification*
7.	Flat Screens in Town Hall Meeting Rooms*
8.	FY28 Budget Update
9.	Town Administrator's Report
10.	Topics Not Reasonably Anticipated by the Chair
11.	Meeting Adjournment*

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

Additional Notes: https://teams.microsoft.com/meet/291033210273374?p=ZhI6uwJhFszsW8GZsb

ITEM #3

MEETING MINUTES

Town of Dunstable
Select Board Meeting Minutes
August 11, 2026

In attendance: Select Board Chair Ron Mikol, Select Board Vice Chair Leah Basbanes, Select Board Member David Tully, III, Town Administrator Jason Silva, Executive Assistant Sue Fayne, and Fire Chief William Farrell.

Call to Order
The Dunstable Select Board meeting was called to order by the Chair, who reviewed the agenda for the evening, including approval of prior meeting minutes, a one-day liquor license request, the Comprehensive Emergency Management Plan, permit fee revisions, Safe Harbor status discussion, forestry truck acquisition, FY2028 budget matters, and other business.

Public Comment
No public comments were offered.

Approval of Meeting Minutes July 28, 2026
The Board reviewed the meeting minutes from Julu 28, 2026 and with no discussion or amendments proposed, on a **motion** by Leah Basbanes and **seconded** by David Tully, III, it was **voted to approve** the meeting minutes from July 28, 2026. **The vote was unanimous.**

One Day Liquor License for Wedding at Camp Massapoag*
The Board considered a request from Christina Beyer for a one-day liquor license for the sale of wine and malt beverages at a wedding to be held at Camp Massapoag on August 22, 2026. Staff noted that several required items, including payment of the fee, an updated TIPS certification, and confirmation of the event end time, had not yet been received.

After discussion, the Board approved the request for the event from 2:00 p.m. to 8:00 p.m., contingent upon receipt of all required application materials, payment of fees, proof that alcohol would be purchased from an authorized source, proof of insurance, compliance with storage and disposal requirements under Massachusetts General Laws Chapter 138, and review and approval by the Police and Fire Chiefs, including any conditions they may impose.

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On a **motion** by Leah Basbanes and **seconded** by David Tully, III, it was **voted to** approve the request from Christina Beyer, for a one-day liquor license for the Sale of Wine and/or Malt Beverages for a wedding at Camp Massapoag on Saturday, August 22, 2026 from 2 PM to 8 PM, subject to the following conditions:

- Delivery of and receipt of completed application and required forms and documents.
- Delivery of and receipt by the Licensing Authority of the required fee.
- Delivery of and receipt by the Licensing Authority of Proof that the alcohol will be purchased from an authorized source.
- Delivery of and receipt by the Licensing Authority of Proof of insurance.
- Proof that the applicant can receive proper delivery; provide proper storage and disposal of all alcoholic beverages purchased all in accordance with the requirements of G. L. c. 138.

The Board's approval is contingent upon review and approval by the Police Chief and Fire Chief and compliance with any additional conditions they may impose. **The vote was unanimous.**

Comprehensive Emergency Management Plan*

Fire Chief William Farrell presented the updated Comprehensive Emergency Management Plan, noting that the previous plan had last been updated in 2000. The revised plan was developed in coordination with MEMA using the state's modern template and includes updated emergency response procedures, contact information, shelter locations, distribution points for emergency supplies, and designation of the Police Station as the primary Emergency Operations Center.

Chief Farrell explained that the new format is more streamlined than previous versions while maintaining all required elements. Discussion included plans for future training exercises, tabletop exercises, and annual emergency preparedness drills. The Board also discussed lessons learned from the recent Sky Meadow emergency response and the need for improved emergency notification capabilities, including implementation of a reverse-911 system.

Board members thanked Chief Farrell and all participants for their work on the extensive update process.

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On a **motion** by Leah Basbanes and **seconded** by David Tully, III, it was **voted** to approve the Comprehensive Emergency Management Plan, as presented. **The vote was unanimous.**

Building, Gas & Plumbing Permit Fee Increases*

Sue Fayne presented proposed revisions to building, plumbing, and gas permit fees. She explained that the fees have generally remained unchanged since 2020, with building fees receiving only limited adjustments in FY2025. The proposal was developed after reviewing permit activity trends, consulting department inspectors, and comparing fees with neighboring communities including Groton, Tyngsborough, Pepperell, and Westford.

The proposed changes focus primarily on permit categories that generate the greatest volume, including new residential construction, additions, alterations, roofing, and solar projects. The revised structure simplifies certain fee calculations and is projected to increase annual permit revenue by approximately $8,800 and plumbing and gas permit revenue by approximately $1,700.

Board members discussed reinspection fees and the importance of recovering costs associated with failed inspections or missed appointments. Electrical permit fees were not included in the proposal and will be reviewed separately following additional discussions with the Electrical Inspector.

On a **motion** by Leah Basbanes and **seconded** by David Tully, III, it was **voted to approve** the creation of a Council on Aging Facebook page consistent with the rules and regulations of the Town's Social Media Policy. **The vote was unanimous.**

Safe Harbor Status Recommendation*

The Board discussed a request from the Affordable Housing Committee to investigate applying for Safe Harbor status under Chapter 40B. The Town Administrator reported that preliminary conversations with housing officials suggested that timing requirements related to project approvals may affect the Town's eligibility.

Board members agreed that additional research is needed to fully understand the application process, eligibility criteria, benefits, and potential drawbacks. Concerns were also raised regarding how Safe Harbor status could affect future housing projects that currently have community support.

No action was taken, and the Town Administrator will continue gathering information and report back to the Board

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Forestry Truck Purchase - Contract*
The Board took Item 8 out of order to accommodate Fire Chief Farrell.

Chief Farrell reviewed the status of the department's FEMA grant-funded forestry truck purchase. He explained that the previously approved vendor, Allegiance Fire Apparatus, was ultimately unable to provide a vehicle meeting FEMA and NFPA requirements under the proposed build process. Before construction began, the issue was identified, allowing the department to explore alternative vendors.

After soliciting additional proposals, the department selected Rebel Brush Trucks, a company specializing in brush trucks. The proposed vehicle meets the department's specifications, remains within the grant budget, and offers a shorter expected build timeframe, with delivery anticipated by March 1. The vehicle will be equipped with a diesel engine and a 400-gallon water tank, significantly increasing capacity over the current truck.

The Board discussed the procurement process and the cooperative purchasing agreement through which the purchase would be made.

On a **motion** by Leah Basbanes and **seconded** by David Tully, III, it was **voted** to void the signed quote with Allegiance Fire and Rescue for a new Forestry Truck for the Fire Department and approve entering a contract with Rebel Strike for the purchase of a new Forestry Truck for the Fire Department in the amount of $284,600 and authorize the Chair to sign the contract on behalf of the Board. The vote was unanimous.

FY28 Budget Update
The Town Administrator provided an update on the recently formed budget working group consisting of representatives from Dunstable, Groton, and the Groton-Dunstable Regional School District. The group has begun reviewing projected FY2028 budget challenges.

Current projections indicate budget deficits in both communities driven primarily by the school assessment required to maintain level services. Updated projections suggest that Dunstable's municipal budget position is stronger than previously forecast, but a significant overall deficit remains, largely attributable to school funding needs.

Discussion centered on long-term financial forecasting, anticipated three-year projections, and efforts to identify strategies for addressing future budget challenges. The Board also discussed the ongoing statewide concerns regarding the Chapter 70 school funding formula. Members noted recent state action to establish a working group to review

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the formula but acknowledged that meaningful reforms are unlikely to affect FY2028 planning.
The Board expects additional information following the next budget working group meeting scheduled for late August and anticipates future joint discussions involving municipal and school officials.

Topics Not Reasonably Anticipated by the Chair
The Board briefly discussed its upcoming meeting schedule and confirmed that regular Select Board meetings will continue on Tuesdays at 5:30 p.m. No additional topics were raised under matters not reasonably anticipated by the Chair

On a motion by Vice Chair Basbanes and seconded by Member Tully, it was voted to adjourn at 6:25pm.

Respectfully submitted,

Sue Fayne
Executive Assistant

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ITEM #4

ANNUAL APPOINTMENT

From: Sue Fayne
To: Sue Fayne
Cc: Jason Silva
Bcc: select-board
Subject: Appointment of Jodee Coke to Field Driver
Date: Thursday, September 3, 2026 12:10:00 PM
Attachments: image001.png

Good Afternoon,

On your upcoming Select Board agenda, I am requesting that you reappoint Jodee Coke as Field Driver. She was previously appointed to this role, however it wasn't renewed with the annual appointments. Thanks! -Sue

Sue Fayne
Town of Dunstable
Executive Assistant
Assistant Town Clerk
(978) 649-4514 x224
sfayne@dunstable-ma.gov
dunstable-ma.gov
511 Main St., Dunstable, MA 01827

ITEM #5

CONSERVATION RESTRICTION

GRANTOR: Dunstable Rural Land Trust
GRANTEE: Dunstable Conservation Commission
ADDRESS OF PREMISES: 389 Thorndike Street and 60 Main Street, Dunstable, MA 01827 (Known Locally as the McLoon Property)
FOR GRANTOR'S TITLE SEE: Middlesex North Registry of Deeds at Book 33494, Page 91

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Alan Chaney, David E. Tully, Robert J. Ricardelli, Bonnie Ricardelli, John C. Thompson, Charles W. Tully, Jr., Paul Dalida, Patricia B. Starbird, Alan E. Chase, Bridgette Braley, Jeffrey Pallis, and Robert Pontbriand, as Trustees of the Dunstable Rural Land Trust, under Declaration of Trust dated August 20, 1987, recorded with the Middlesex North District Registry of Deeds at Book 4571, Page 180 as amended by a certain Certificate of Amendment dated November 12, 1997, recorded with said Registry of Deeds in Book 8892, Page 280, and a Certificate of Amendment dated as of September 27, 2000, recorded with said Registry of Deeds in Book 11124, Page 57, and a certain Certificate of Amendment dated January 15, 2016 recorded with said Registry of Deeds at Book 29471, Page 171, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for the Trust's successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Town of Dunstable acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Dunstable containing the entirety of two parcels of land totaling approximately 108 acres of property ("Premises"), which Premises is more particularly described in **Exhibit A** and shown on the sketch plans in **Exhibit B**, both of which are incorporated herein and attached hereto.

II. 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 ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural and forestry use and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- Working Farmland and Forest Land. The protection of the Premises will ensure that the open fields and forests contained on the Premises will be permanently available for agriculture and forestry that is consistent with the Purposes.

- Open Space. The Premises contributes to the protection of the scenic and natural character of Dunstable and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including other lands owned by the Grantor.

- Soils and Soil Health. The Premises includes portion of Prime Forest Land and Prime Farmland, including Farmland of Statewide Importance as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.

- Biodiversity. The Premises includes areas designated as Core Habitat and as Critical Natural Landscape, as defined by the Massachusetts Natural Heritage and Endangered Species Program BioMap, published in 2010 and most recently updated in 2022, was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.

- Wetlands. The certified vernal pools and other wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

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. Structures and Improvements. 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, graveled area, roads, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;

2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;

3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;

4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;

6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;

7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and the Grantee's intention to maintain the entire Premises under unified ownership;

9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;

10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers, other than as necessary to create temporary openings;

11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;

12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, use of pesticides and herbicides, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, scenic landscapes, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);

2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

3. Composting. De minimus amounts of stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating from the Premises (and not lands of others) and ancillary to the other uses of the Premises permitted under this Conservation Restriction, provided that Grantor shall not expand any areas of the Premises used for such ancillary composting activities without the prior written approval of the Grantee;

4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;

5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

6. Trails. Maintaining and constructing trails as follows:

    a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to 10 feet in width overall, with a treadway up to 15 feet in width.

b. New Trails. Constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.

c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;

7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;

8. Motorized Vehicles; Parking. Using motorized vehicles by persons with mobility impairments and as necessary for engaging in Agricultural Activities or Forestry Activities as permitted herein, as well as parking of motorized vehicles in designated areas, that are ancillary to the other Permitted Acts and Uses of the Premises under this Conservation Restriction, shown as "Parking 40x40 15 Vehicles", "Parking 25x100 20 Vehicles", and "Parking 100x80 30 Vehicles" on **Exhibit C** attached hereto, provided that Grantor shall not expand any designated areas used for such ancillary parking without the prior written approval of the Grantee.

9. Outdoor Passive Recreational and Educational Activities. Hiking, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

10. Forest Management.

a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.

b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:

i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and

ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry ("Forestry BMPs"); and

iii. address how the Forest Stewardship Plan complies with this Paragraph III.B.10; and

iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

11. Agricultural Activities.

a. Permitted Activities. "Agricultural Activities" are collectively defined as "Animal Husbandry" and "Horticulture," defined below:

i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.

ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business or as part of a community garden; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.

b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time

to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, "Best Agricultural Practices") and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws ("Healthy Soils and Practices"), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;

c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan ("Farm Conservation Plan"), prepared for the Premises and to be provided to Grantee for Grantee's approval, such approval not to be unreasonably withheld, conditioned or delayed. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
    i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
    ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
    iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.

d. Agricultural Structures and Improvements. Constructing and maintaining the following structures and improvements to conduct Agricultural Activities, provided:

    i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed two percent (2%) of the total area of the Premises in the aggregate. For the purposes of this Conservation Restriction, the term "footprint" shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.

    ii. The following improvements are permitted :
        1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural

Activities, including, but not limited to, fencing, hayracks, "run-in" shelters or other three-sided shelters, hoop houses (also known as "high tunnels"), and the like. For the purposes of this Conservation Restriction, the term "temporary" shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil.

2. Existing Barn. Maintaining, restoring, repairing, and replacing the restored barn existing at the Premises as of the date of this Conservation Restriction as shown on the plan of land recorded with said Registry of Deeds, Plan Book 247, Plan 129 as the "Existing Barn" thereon (including installing utility and restroom facilities therein in accordance with applicable law) and using such Existing Barn as described in paragraph III.B.11.e.
3. Septic Systems. Constructing, using, maintaining, repairing, and/or replacing a subsurface septic system for on-site wastewater disposal for any restrooms installed within the Existing Barn, together with any appurtenant improvements and facilities customarily installed in connection therewith, provided any such system is installed in accordance with all applicable local and state approvals and regulations (including, without limitation, so-called "Title 5" 310 CMR 15.000); and
4. Wells. Constructing, using, maintaining, repairing, and/or replacing wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation.

e. Agri-tourism & Events. The use of the Existing Barn and the portions of the Premises adjacent to and surrounding the Existing Barn for "Agri-tourism" and community activities, such portions of the Premises being shown as "Agri-Tourism & Community Event Areas" on **Exhibit C** attached hereto, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of agriculture, food production and nutrition, and/or environmental conservation and ecology. Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities. All such events and activities shall be subject to Grantee's rights to monitor the use of the Premises in accordance with this Conservation Restriction to ensure Conservation Values and will not be materially impaired, as reasonably determined by Grantee.

12. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no

pollution or carbon emissions ("Green Energy Structures") to supply power for any Permitted Acts and Uses on the Premises or otherwise. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.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.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:

    a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
    b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
    c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
    d. Describe 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 and Conservation Values.

2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize

impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. Resubmittal. 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.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

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.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and 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 in case of an injunction). 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.

2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, but such expenses shall not be recoverable to the extent the same result from undue interference by the Grantee. 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.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole 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.

D. 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.

E. 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, weather, climate-related impacts, 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.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes 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 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.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then 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 VI.C., 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. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. 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 VI.B. and Paragraph VI.C. 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 any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and 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.

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 when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

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 effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to 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, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. 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.

IX. ESTOPPEL CERTIFICATES

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

X. 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 following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Dunstable, and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. 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 the applicable registry of deeds or registered in the applicable land court registry district.

XIII. 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 Rural Land Trust
1070 Main Street
Dunstable, MA 01827

To Grantee: Dunstable Conservation Commission
511 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. Provided however, that notice may be given electronically if receipt is acknowledged by the receiving party.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 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 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 provisions 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.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report entitled McLoon Farm Baseline Documentation Report, dated February 14, 2024 ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference 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, (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, and (iv) may be supplemented as conditions on the Premises change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. 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, 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. Release of Homestead

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. 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.

C. 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 VII.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. The following signature pages are included in this Grant:

Grantor
Grantee Acceptance
Approval of Select Board of the Town of Dunstable
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

F. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises
Exhibit B: Sketch Plan(s) of Premises
Exhibit C: Sketch Plan of Parking Areas and Community Activity Areas
Exhibit D: Conservation Commission Meeting Minutes

WITNESS my hand and seal this ____ day of _____, 2026.

DUNSTABLE RURAL LAND TRUST

_____, duly authorized
John C. Thompson, President & Trustee

_____, duly authorized
David E. Tully, Treasurer & Trustee

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex_____ County, ss:

On this _____ day of _____, 2026, before me, the undersigned notary public, personally appeared John C. Thompson, in his capacity as President and as a Trustee of the Dunstable Rural Land Trust, 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 President and as a Trustee of the Dunstable Rural Land Trust.

_____
Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex_____ County, ss:

On this _____ day of _____, 2026, before me, the undersigned notary public, personally appeared David E. Tully, in his capacity as Treasurer and as a Trustee of the Dunstable Rural Land Trust, 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 Treasurer and as a Trustee of the Dunstable Rural Land Trust.

_____
Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF DUNSTABLE CONSERVATION COMMISSION

The undersigned, being a duly authorized signatory of the Conservation Commission of the Town of Dunstable, Massachusetts, by a vote taken at a public meeting duly held on November 24, 2025, attached as Exhibit D, hereby certifies that at a public meeting duly held on _____, 2026, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from 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 does hereby accept the foregoing Conservation Restriction.

TOWN OF DUNSTABLE CONSERVATION COMMISSION

By:
Name: Marijan Andacic
Title: Vice Chair

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex_____ County, ss:

On this _____ day of _____, 2026, before me, the undersigned notary public, personally appeared Marijan Andacic, in her capacity as Vice Chair of the Town of Dunstable Conservation Commission, 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 she signed it voluntarily for its stated purpose, as Vice Chair of the Town of Dunstable Conservation Commission.

_____
Notary Public
My Commission Expires:

APPROVAL OF TOWN OF DUNSTABLE SELECT BOARD

The undersigned, being all of the incumbent members of the Select Board of the Town of Dunstable, Massachusetts, hereby certify that at a public meeting duly held on _____, 2026, the Select Board voted to approve the foregoing Conservation Restriction from the Trustees of the Dunstable Rural Land Trust to the Town of Dunstable, acting by and through its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF DUNSTABLE SELECT BOARD

_____
Leah D. Basbanes, Chair

_____
Ronald Mikol

_____
David E. Tully, III

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____ , 2026, before me, the undersigned notary public, personally appeared Leah D. Basbanes, Ronald Mikol, and David E. Tully, III, each proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the members of the foregoing Select Board.

_____
Notary Public
My Commission Expires:

APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF THE COMMONWEALTH OF MASSACHUSETTS

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

Dated: _____, 2026

_____
Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2026, 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 proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

_____
Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

Parcel One - North Lot

The land in Dunstable, Middlesex County, with the buildings thereon, known as the Wright Farm, on the northerly side of the road running east and west from Dunstable to Tyngsborough and on either side of the road leading from said Dunstable and Tyngsborough Road to Nashua, containing by estimation one hundred (100) acres, and bounded Northerly by land formerly owned and occupied by Benjamin F. French, deceased; Easterly by land now or formerly of the Blodgett Estate; Southerly by the said Dunstable and Tyngsborough Road; and Westerly by land now or formerly of the Butterfield Estate, said land being described in deeds recorded with Middlesex North District Registry of Deeds in Book 1845, Page 136 and Book 2335, Page 602.

But excepting therefrom the premises shown on a plan of land recorded with Middlesex North District Registry of Deeds, Plan Book 239, Plan 77; the same excepted land described in deeds recorded at Book 29596, Pages 33 and 34, and Book 30934, Page 21, and consisting of approximately 9.133 acres.

Further excepting therefrom the premises shown as "Lot 1" on a plan of land recorded with said Registry of Deeds, Plan Book 247, Plan 129, said Lot 1 consisting of approximately 2.01 acres.

Parcel Two - South Lot

A certain parcel of land situated in Dunstable, Middlesex County, bounded and described as follows:

NORTHERLY:	by Main Street in said Dunstable 1,075 feet, more or less;
EASTERLY:	by land of owners unknown 575 feet, more or less;
SOUTHERLY:	by land formerly of Helen P. Mason and Peter L. Kingston, also of F. Brooke Cover and Mary Cover, now or formerly, 950 feet, more or less;
WESTERLY:	by said land formerly of said Cover, and land of Margaret O. Larter, now or formerly, 700 feet, more or less.

Being the northerly portion of land known as the "Blaney Lot", containing 17.5 acres, more or less.

For Grantor's title to the above-described Parcel One and Parcel Two, see Fiduciary Deed of David R. Lucas, Personal Representative of the Estate of Ronald H. McLoon, dated October 28, 2019, and recorded with said Registry of Deeds in Book 33494, Page 91.

The above-described Parcel One is commonly referred to as 389 Thorndike Street, Dunstable, Massachusetts (Tax Parcel 21-21-0), and Parcel Two is commonly referred to as 60 Main Street, Dunstable, Massachusetts (Tax Parcel 21-1-0).

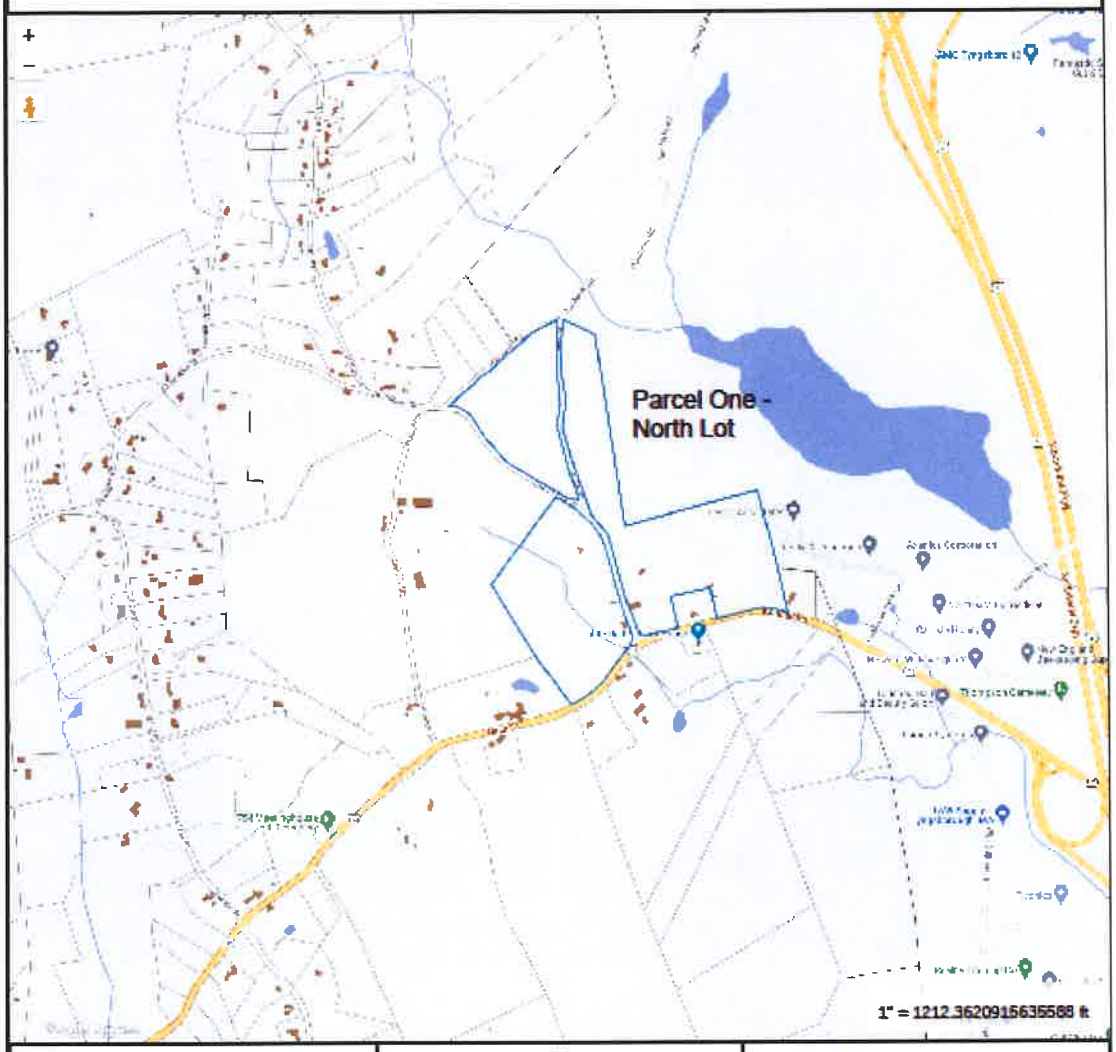
EXHIBIT B

Sketch Plan(s) of Premises

[Attached]

Town of Dunstable, MA

January 4, 2024



Property Information

Property ID	21 21 0
Location	388 THORNDIKE ST
Owner	DUNSTABLE RURAL LAND TRUST

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

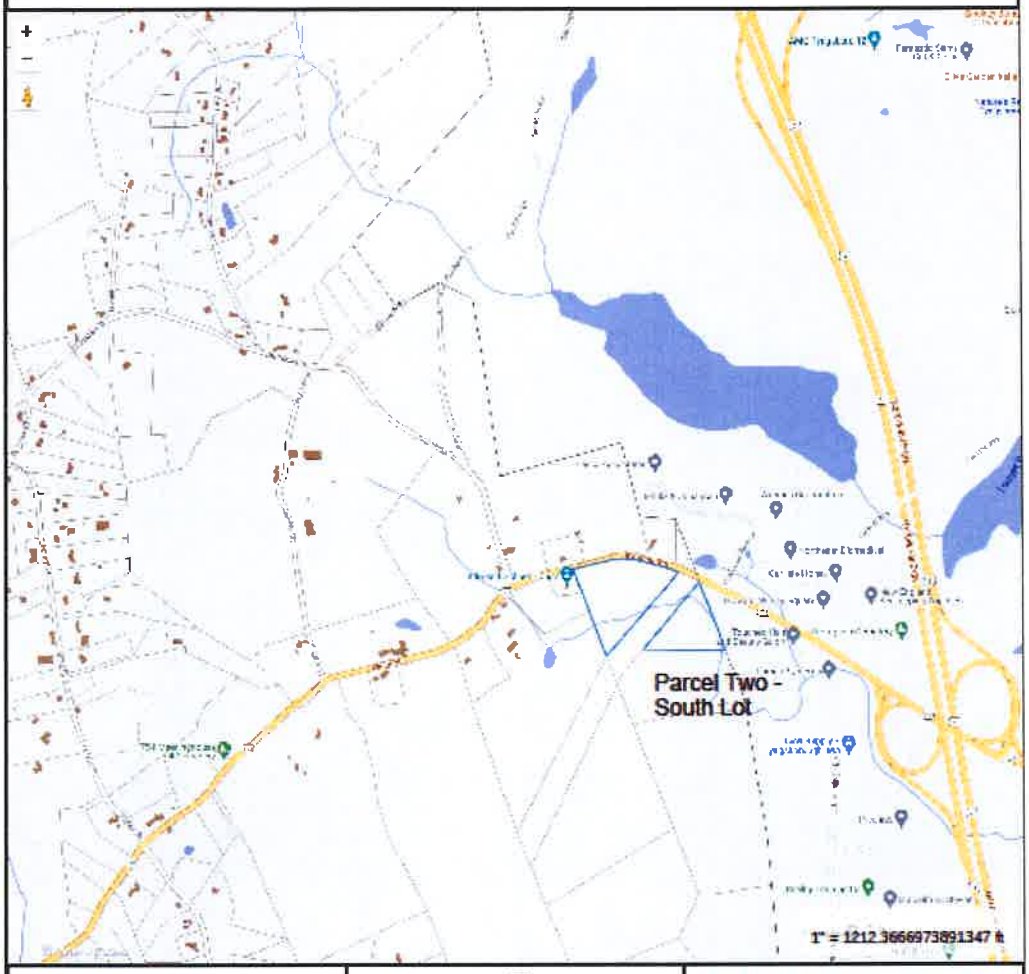
Town of Dunstable, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated April 15, 2021
Data updated April 15, 2021

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Town of Dunstable, MA

January 4, 2024



Property Information

Property ID	22 3 0
Location	60 MAIN ST
Owner	DUNSTABLE RURAL LAND TRUST

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Dunstable, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated April 15, 2021
Data updated April 15, 2021

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

EXHIBIT C

Sketch Plan of Parking Areas and Community Activity Areas

[Attached]

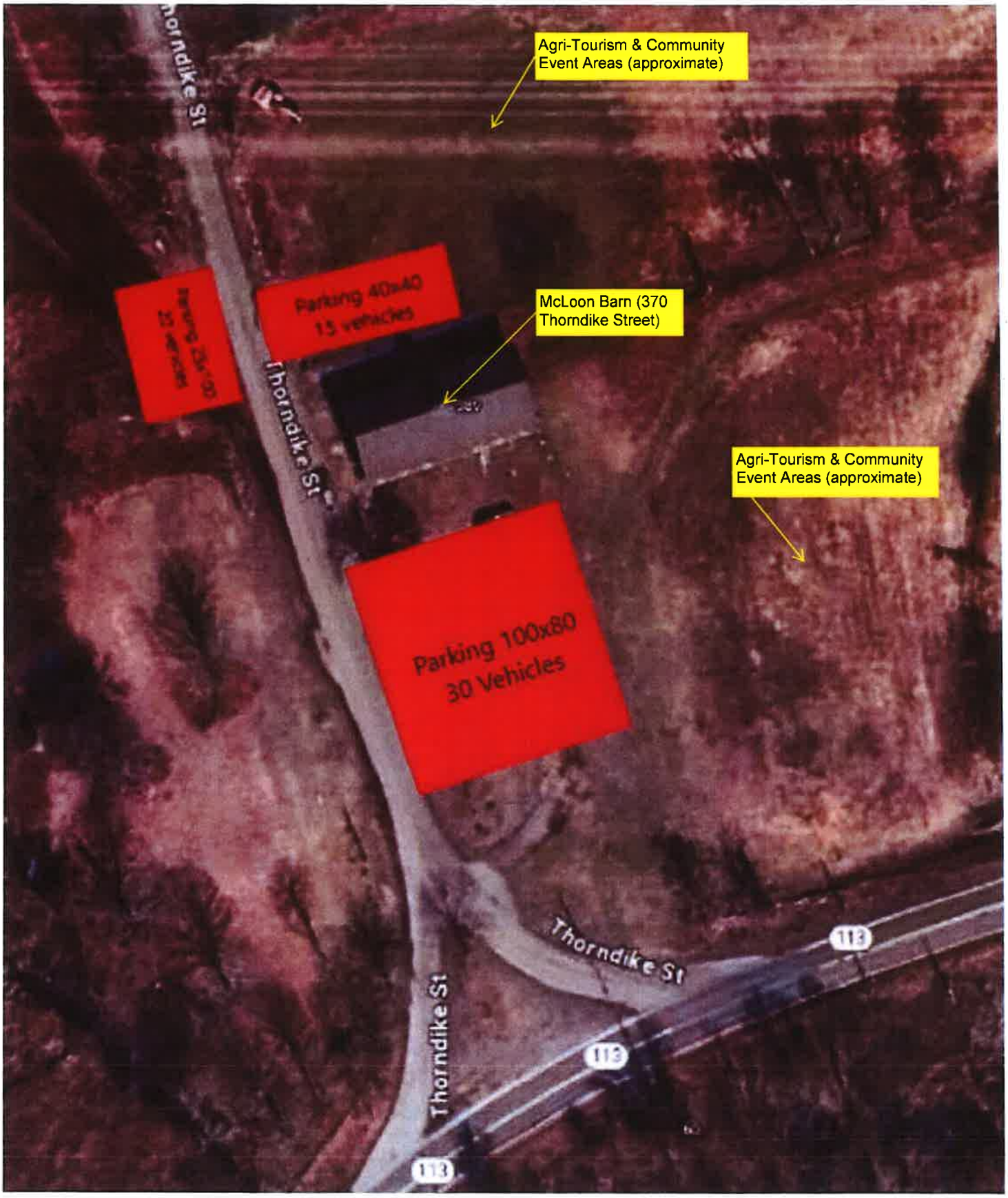


Exhibit C - Parking & Community Events Area Plan

Exhibit D
Conservation Commission Meeting Minutes

OFFICE OF THE
CONSERVATION COMMISSION
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
Tele: (978) 649-4 514 x230
MAILTO:Conscom@dunstable-ma.gov

Conservation Commission Minutes **Approved: December 8, 2024**
Monday, November 24, 2025

Chair Alan Chaney called the meeting to order at 6:30pm.
Members present: Leah Basbanes, Kate DeLoureiro, Bridgette Pontbriand
Members absent: Marijan Andacic, Alan Chase, and Al Starbird

Meeting held: At the Dunstable Town Hall, 511 Main Street, lower level

Public Hearing – Notice of Intent, 157 Off Pond Street
Chair Alan opened the Public Hearing at 6:30PM with the Administrator reading the notice of public hearing.

Maureen Herald, of Norse Environmental Services, presented an after-the-fact Notice of Intent filing for a patio, retaining walls, stairs and grading built within the 100-ft buffer zone of bordering vegetated wetland.

Leah noted that the existing patio, considered a permanent structure, exceeds 100 sq. ft. which is the threshold under the Town's bylaw. Discussion continued with options to reduce the patio size or propose mitigation. Replacement of the retaining walls was reviewed. The Commission requested square footage of patio, photographs of walls, and a mitigation plan. The Commission encouraged the addition of shoreline vegetation.

Maureen shared that the DEP file number has not yet been assigned, nor comments received back and therefore a continuance of the hearing is requested.

A site visit by the Commission was scheduled for Nov. 29, 2025 at 10:00 AM.

- Leah made a motion to accept the public hearing continuance request and continue the hearing until Dec. 8th at 7pm. Kate seconded the motion. - Motion passed unanimously.

Public Hearing Continuation – Notice of Intent, 660 Groton Street
Chair Alan reopened the Public Hearing at 6:50PM. Maureen Herald of Norse Environmental Services presented an updated plan on behalf of the applicant, Mike DeSalvo, who was also in attendance.

DEP had identified unauthorized work within 200-ft riverfront resource area and recommended restoration for the unpermitted work. The unauthorized alteration was ~10,530SF. Maureen proposes restoration of 8,370SF with native plantings and seed mix, infiltration trenches, erosion controls; retaining an alteration of 7,935SF (9.9%). Maureen presented a restoration plan of native plantings and seed mix to reduce alterations to under 10% of the riverfront area. A new construction barn is proposed, with the existing barn being razed or possibly relocated to a neighboring property who has expressed interest.

Maureen will update the NOI with revised numbers and a plant listing after DEP provides their comments on the new plan with restoration. The Commission requested the detailed plantings list and will await DEP comments to the proposed restoration.

- Bridgette made a motion to continue the public hearing until December 8th at 7:15pm. Kate seconded the motion. – Motion passed unanimously.

Site Visit Need

- 362 River Street (new garage proposal): A DCC site visit was scheduled for Nov. 29 at ~10:30 AM to assess wetlands and determine if flagging is needed.

DRLT McLoon Conservation Restriction Signatory Designee

- Leah made a motion for Vice Chair Marian Andacic to be designated as the Commissions signatory for the upcoming DRLT/McLoon Farm Conservation Restriction which will be held by the DCC. Kate seconded the motion. · Motion passed unanimously.

Meeting Minutes of November 10, 2025

- Bridgette made a motion to approve the November 10th meeting minutes. Kate 2nd the motion. – Motion passed unanimously.

Bills/Payroll

- Leah made a motion to sign off on a Town Counsel invoice for $1,924.00 related to the Goldthwaite property acquisition. Kate seconded the motion. – Motion passed unanimously.
- Leah made a motion to sign off on two payrolls. Kate seconded the motion. – Motion passed unanimously.

Stewardship Related

The Commission discussed invasive species management at properties in Town. Leah has not connected with the contractor yet. Alan mentioned including 125 Main Street/McLoon Farm (DRLT property) where a small phragmites patch has been observed. The Commission would coordinate with the contractor and the DRLT would cover the additional cost.

The Spaulding Proctor timber harvest project is underway and will continue until late December. A small additional cut at the Bahsler Forest on Westford Street is expected to generate additional revenue. This cut would be coordinated during other cuts planned for the Westford Street area.

Open Space and Recreation Plan (OSRP) Related

NMCOG has provided an updated Nov. 21st draft of the OSRP for internal review, incorporating input from the October 29th meeting with the committee. NMCOG asks to receive back the Town's comments on this draft by December 5th. NMCOG will then provide a fully edited and complete final draft of the plan ready for board and public review and comment by December 22. They hope to attend Conservation Commission, Planning Board and Select Board meetings to present in January and February of 2026.

Kate moved to close the meeting at 7:53PM. Bridgette seconded the motion. – Motion passed unanimously.

The next meeting scheduled is on Monday, December 8, 2025, at 6:30pm.

Respectfully submitted,

Carol A. Rock
Administrative Assistant
Dunstable Conservation Commission

ITEM #6

SAFE HARBOR / HOUSING PRODUCTION PLAN CERT.

From: Jason Silva
To: Jason Silva
Subject: FW: [External] Safe Harbor
Date: Wednesday, August 12, 2026 4:30:44 PM

See below as a follow-up on our discussion last night. I've also included the Affordable Housing Committee on this email.

While HLC says that the comprehensive permit approval "could" establish eligibility, they don't say that we can't apply for safe harbor. However, after re-reading the initial email and reviewing the more recent one from Becca George, it does seem unlikely we would be certified for safe harbor because the project was approved in 2025. I bolded a few portions of the email that I believe make that point.

With all this said, the Town still could decide to apply.

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

---

From: George, Becca (HLC) <Becca.George@mass.gov>
Sent: Wednesday, August 12, 2026 4:17 PM
To: Hayashi, Rieko (HLC) <rieko.hayashi@mass.gov>; Jason Silva <jsilva@dunstable-ma.gov>
Subject: Re: [External] Safe Harbor

Hi Jason,

Thanks for your email and thanks Rieko, for connecting us. To achieve HPP certification, the following needs to occur:

- Housing units affordable to low- and moderate-income households and eligible for inclusion on the Subsidized Housing Inventory (SHI) have been produced during one calendar year, the same year for which certification is requested *during the initial year of SHI eligibility*. Please note, that EOHLC does allow certification requests to be submitted and processed up to January 10th of the following year.
- Units must total at least 0.5% (6 units) of year-round housing units for Dunstable for a

one-year of certification. A total of 1% (11 units) of year-round housing units for Dunstable are needed for a two-year certification.

- The municipality must have a valid Housing Production Plan (HPP) at the time the units became initially eligible for the SHI. The Dunstable HPP is valid from April 1, 2024 to March 31, 2029.

The threshold event that *could* establish eligibility for HPP certification (assuming all other requirements are also achieved) is when units are initially eligible for the SHI, which is often the date a comprehensive permit application was approved by a local ZBA. It sounds like these units were initially eligible for the SHI in the previous calendar year, 2025, so as you say, they likely would not be eligible to use to apply for HPP Certification because the request needs to be made in the same calendar year the units were first eligible for the SHI.

Please let me know if you have any questions on this, happy to chat more and review documentation to help confirm whether eligibility would be possible. I also see Phil provided some information below before he retired so let me know if you have any questions on any of that detail as well. Thanks!

Best,
Becca

Becca George
Regional Planner
Executive Office of Housing and Livable Communities (EOHLC)
Livable Communities Division
becca.george@mass.gov
617-573-1447 (office)

From: DeMartino, Phillip (EOHLC) <phillip.demartino@mass.gov>
Sent: Monday, January 26, 2026 1:34 PM
To: Jason Silva <jsilva@dunstable-ma.gov>; Hayashi, Rieko (EOHLC) <rieko.hayashi@mass.gov>
Subject: RE: [External] Safe Harbor

Hello,

Hope all is well. You are correct in order to achieve safe harbor certification- not approval is required. In order for certification of the Dunstable Housing Production Plan (HPP) to be achieved, the following needs to occur:

Housing units affordable to low- and moderate-income households and eligible for inclusion on the Subsidized Housing Inventory (SHI) have been produced during one calendar year, the same year for which certification is requested during the **initial year of SHI eligibility**. Please note, that EOHLC does allow certification requests to be submitted and processed up to **January 10th** of the following year**.**

- Units must total at least 0.5% (6 units) for Dunstable of year-round housing units for a one-year of certification. A total of 1% (11 units) of year-round housing units for Wareham are needed for a two-year certification.
- The municipality must have a valid Housing Production Plan (HPP) at the time the units became initially eligible for the SHI. Dunstable's HPP is valid until 3/21/29.

SHI Eligible Housing units shall be counted for the purpose of certification in accordance with the provisions for counting units under the SHI set forth in 760 CMR 56.03(2). Regardless of the date of the certification notice, once EOHLC certifies the Town as compliant with its HPP, the certification period will be deemed effective on the date upon which the municipality achieved its numerical target for the calendar year in question (see 56 CMR 56. 03 (2) and HPP guidelines at download (mass.gov) (or in section II.B of the c. 40B guidelines)). The EOHLC shall determine whether a municipality complies within 30 days of receipt of the municipality's request.

For Dunstable to be certified, a letter from the Chief Elected Official (Mayor or the Town Manager if your Charter allows) requesting certification of the Dunstable Plan is needed. The letter should name which project (s) the Town is requesting certification for and any supporting documentation. The letter needs to be addressed to EOHLC Secretary Augustus (example of Newburyport's certification letter attached). If the units are not on the SHI yet, a requesting new units form (RNUF) should be included with the certification request. I have attached an RNUF.

Please be aware that the HPP certification effective date (i.e., the initial date of SHI eligibility for the units) must be *before* the date of the comprehensive permit application date for the project for which the town wishes to invoke the HPP certification safe harbor. EOHLC will make a determination within 30 days

Once the Town is certified the following procedure needs to be followed to invoke Safe Harbor:

If the Applicant wishes to challenge the Board's assertion, it must do so by providing written notice to the Department, with a copy to the Board, within 15 days of its receipt of the Board's notice, including any documentation to support its position. The Department shall thereupon review the materials provided by both parties and issue a decision within 30 days of its receipt

of all materials.

The Board shall have the burden of proving satisfaction of the grounds for asserting that a denial or approval with conditions would be consistent with local needs, provided, however, that any failure of the Department to issue a timely decision shall be deemed a determination in favor of the municipality. This procedure shall toll the requirement to terminate the hearing within 180 days.

(b) For purposes of 760 CMR 56.03(8), the total number of SHI Eligible Housing units in a municipality as of the date of a Project's application shall be deemed to include those in any prior Project for which a Comprehensive Permit had been issued by the Board or by the Committee, and which was at the time of the application for the second Project subject to legal appeal by a party other than the Board, subject however to the time limit for counting such units set forth at 760 CMR 56.03(2)(c). (c) If either the Board or the Applicant wishes to appeal a decision issued by the Department pursuant to 760 CMR 56.03(8)(a), including one resulting from failure of the Department to issue a timely decision, that party shall file an interlocutory appeal with the Committee on an expedited basis, pursuant to 760 CMR 56.05(9)(c) and 56.06(7)(e)11., within 20 days of its receipt of the decision, with a copy to the other party and to the Department.

The Board's hearing of the Project shall thereupon be stayed until the conclusion of the appeal, at which time the Board's hearing shall proceed in accordance with 760 CMR 56.05. Any appeal to the courts of the Committee's ruling shall not be taken until after the Board has completed its hearing and the Committee has rendered a decision on any subsequent appeal.

The bottom line is we need a completed RNUF and submission letter addressed to the EOHLC Secretary to process the request.

Any questions, let me know.

Thank you.

Phillip DeMartino
Senior Technical Program Assistance Coordinator
Community Assistance Unit
Executive Office of Housing and Livable Communities (EOHLC)
Division of Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
phillip.demartino@mass.gov

Please note: I am working a hybrid schedule. I do check voicemail regularly, however, email is preferred method of contact. Thank you for your patience.

ITEM #7

FLAT SCREENS AT TOWN HALL

From: Stephen Abbott
To: Sue Fayne
Subject: Re: [External] Electrical Estimate (2) TV"s & Separate Drywall Estimate
Date: Wednesday, August 5, 2026 10:37:53 AM

Hi Sue,

Thanks for the info on the TVs — glad we could get some real numbers to work with, and the Art TV route sounds like a nice fit for the Town Hall.

Good news: since these TVs come with their own mounts, I won't need to purchase separate mounting hardware, which brings the cost down. One thing worth flagging — the included mounts are fixed/slim, not the full-motion/retractable style I'd originally quoted. For an Art TV that's actually a good match, since they're meant to sit flush against the wall like a picture frame rather than swivel out, but I wanted to be upfront about the difference.

I can do the full installation — running power to both TV locations and mounting both units — for **$2,200** total.

On the wall openings: I'll first try to fish the wire up with a snake, and if I can do that cleanly I may not need to cut into the wall at all. If I do need to cut an opening, I'll close it back up using the existing sheetrock if it can be saved, at no extra charge. I won't be mudding, taping, sanding, or finishing any patch, though — that part would need to be handled on your end (a painter or handyman can usually knock it out quickly).

One more note on pricing — as a municipal project, this work falls under prevailing wage rules, which is why my original quote was built around that rate. Since I'm self-employed and doing the work myself rather than paying a crew, I have some flexibility on my own rate without any compliance issue, and that's how I'm able to get down to $2,200.

Let me know if this works on your end and I'll get a formal written quote over to you.

Thanks,

Steve A Abbott
Manager
Multiplex Electrical Solutions LLC
1-978-877-1150

On Tue, Aug 4, 2026 at 1:27 PM Sue Fayne <sfayne@dunstable-ma.gov> wrote:

> Hi Steve,
>
> The Historical Commission recommends getting Art TV's (I had no idea they exist, but now I

know everything you'd ever need to know). The one I have found that will fit in budget is $999. So that leaves roughly $2200 left for installation.

Hisense 65" Hi-QLED S7 CanvasTV Series 4K UHD Google Smart Art TV (65S7SG, 2026 New) - 144Hz, Art Mode, Anti-Glare Panel, Dolby Vision HDR, Hi-Matte Display, Frame & UltraSlim Wall Mount Included

-

Sue Fayne

Town of Dunstable

P: (978) 649-4514 x224

W: https://dunstable-ma.gov

From: Stephen Abbott <steve@multiplexelectrical.com>
Sent: Tuesday, August 4, 2026 9:48 AM
To: Sue Fayne <sfayne@dunstable-ma.gov>
Subject: Re: [External] Electrical Estimate (2) TV's & Separate Drywall Estimate

Hi Sue,

Thanks for letting me know about the grant — I really appreciate you looping me in, and I want to make this work for the Town if we can.

Before I look at pricing, could you help me understand the full picture? Specifically:

- Roughly how much of the $4,000 is going toward the TVs themselves, so I know what's left for the installation?
- Is the drywall patch/paint work (the separate $300 quote) also expected to come out of that same $4,000, or is that budgeted separately?

Once I know what's actually left for the electrical work, I can tell you honestly whether we're in range or whether we need to look at adjusting the scope to fit. Either way, I'd like to find a way to make this work — you've been a great customer and I don't want the budget to be the reason we can't get it done.

Thanks,
Steve
Multiplex Electrical Solutions LLC
978-877-1150

On Mon, Aug 3, 2026 at 2:24 PM Stephen Abbott <steve@multiplexelectrical.com> wrote:

> Hi Sue, let me take a look and get back to you.
>
> Thanks,
>
> Steve A Abbott
>
> Manager
>
> Multiplex Electrical Solutions LLC
>
> 1-978-877-1150

ITEM #8

FY28 BUDGET UPDATE

ITEM #9

TA REPORT