



BOARD OF SELECTMEN'S MEETING

Town of Dunstable

MAY 28, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

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

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

[illegible]

(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.)



National Grid Hearing - Hardy St.

Town of Dunstable

MAY 28, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA



April 18, 2024

Town of Dunstable

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

If this petition meets with your approval, please return an executed copy to:

National Grid Contact Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Phone number 978-725-1392.

Very truly yours,

Pat Shea
Supervisor, Distribution Design

Enclosures

Questions contact – Tzy Hsu 860-259-7835

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Dunstable, Massachusetts

Massachusetts Electric Company d/b/a National Grid requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Hardy St - National Grid to install 4 SO Poles on Hardy St beginning at a point approximately 645' feet northwest of the centerline of the intersection of Hardy St and Thorndike St and continuing approximately 770 feet in a northwest direction. National Grid to install push braces on Poles 4, 7, and 8. Also install 1 new Pole 5-84 with anchor. Remove tree guys.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Hardy St - Dunstable – Massachusetts.

No.# 30943255 April 18, 2024

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Raylene D'Souza*
BY _____
Engineering Department

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Dunstable, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 18th day of April, 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Hardy St - Dunstable – Massachusetts.

No.# 30943255 Dated: April 18, 2024. Filed with this order.

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Hardy St - National Grid to install 4 SO Poles on Hardy St beginning at a point approximately 645' feet northwest of the centerline of the intersection of Hardy St and Thorndike St and continuing approximately 770 feet in a northwest direction. National Grid to install push braces on Poles 4, 7, and 8. Also install 1 new Pole 5-84 with anchor. Remove tree guys.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts City/Town Clerk.
20__.

Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:

City/Town Clerk

I hereby certify that on _____ 20__, at _____ o'clock, M
at _____ a public hearing was held on the petition of _____

Massachusetts Electric Company d/b/a National Grid

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of _____ Massachusetts, on the _____ day of _____, 20____, and recorded with the records of location orders of the said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof

Attest:

City/Town Clerk

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Dunstable, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 18th day of April, 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Hardy St - Dunstable – Massachusetts.

No.# 30943255 Dated: April 18, 2024. Filed with this order.

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Hardy St - National Grid to install 4 SO Poles on Hardy St beginning at a point approximately 645' feet northwest of the centerline of the intersection of Hardy St and Thorndike St and continuing approximately 770 feet in a northwest direction. National Grid to install push braces on Poles 4, 7, and 8. Also install 1 new Pole 5-84 with anchor. Remove tree guys.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the
City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts City/Town Clerk.
20__.

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20__, at _____ o'clock, M
at _____ a public hearing was held on the petition of _____

Massachusetts Electric Company d/b/a National Grid

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of _____ Massachusetts, on the _____ day of _____ 20____, and recorded with the records of location orders of the said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof

Attest:

City/Town Clerk



EXHIBIT 'A' NOT TO SCALE
THE EXACT LOCATION OF
SAID FACILITIES TO BE
ESTABLISHED BY AND UPON
THE INSTALLATION AND
ERECTION OF THE FACILITIES
THEREOF.

76

PB 8-89

73

64

PB 7-89

55

54

Hardy St

39

P 5-84



28

33

PB 4-89

LEGEND

 New Push Brace

 New anchor

 New pole

Petition Sketch

92 Hardy St

Dunstable, MA

SKETCH TO ACCOMPANY EASEMENT:

Date: 4/18/2024

Designer: HSUTZY

WR: 30943255

nationalgrid



Meeting Minutes May 13, 2024

Town of Dunstable

MAY 28, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA



Town of Dunstable Board of Selectmen Meeting Minutes

Monday, May 13, 2024

In attendance: Chairman Ron Mikol, Vice Chair Leah Basbanes, Town Administrator Jason Silva, Exec. Assistant Sue Fayne

Absent: Selectman Kieran Meehan

The meeting was called to order at 6:40 pm by Chairman Mikol. This meeting preceded the Annual Town Meeting.

Approval of Meeting Minutes from May 7, 2024*

On a **motion** by Vice Chair Basbanes and **seconded** by Chairman Mikol, it was **voted to APPROVE** the meeting minutes from May 7, 2024, as submitted. **The vote was unanimous.**

Appointments to the Economic Development Committee*

We had planned to appoint 2 residents to the Economic Development Committee, however 1 was unable to commit due to the schedule. Annika Selinger expressed interest to TA Silva during a Coffee Hour conversation and has since followed up and is ready and willing to join the committee.

On a motion by Vice Chair Basbanes, and seconded by Chairman Mikol, it was voted to APPOINT Annika Selinger to the Economic Development Committee. The vote was unanimous.

Topics Not Reasonably Anticipated by the Chair

There were no additional topics at this time.

Annual Town Meeting 2024

On a motion by Selectman Meehan and seconded by Vice Chair Basbanes, it was voted to adjourn the meeting. The vote was unanimous, and the meeting was adjourned at 9:05 pm.

Respectfully Submitted,

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



Year End Transfers

Town of Dunstable

MAY 28, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

MEMORANDUM

TO: Members of the Select Board and Advisory Board
FROM: Jason Silva, Town Administrator
DATE: June 14, 2023
RE: FY24 Year End Budget Transfers

Attached is an itemized list of year end budget transfers needed to close FY24. In total, \$29,869.77 of budgetary transfers are necessary.

Massachusetts General Law, Chapter 44, Section 33B allows for a town, during May and June, and the first 15 days of July of the new fiscal year, through its Select Board, with the agreement of the Advisory Board, to transfer any amount from a departmental or other appropriation to any other appropriation, other than for the use of a municipal light department or a school department, to any other appropriation.

As you know, the amount of any appropriation available to be used as a financing source for another appropriation is the unspent and unencumbered balance, i.e., the amount after all potential liabilities to be charged to the appropriation are considered.

Below I have provided a summary of the end of year transfers and the rationale for each of them:

Temporary Loan Interest - \$10,839.29

This account was underfunded as interest rates have increased.

Snow and Ice - \$761.64

This amount is being covered within the Snow and Ice budget, being transferred from expenses to salary to cover snow removal wages.

Treasurer - \$4,090

This transfer is needed to cover a payment to VADAR for the cost of migrating the Treasurer/Collector's office to VADAR from Point Software. When making the transition the Town negotiated a payment plan with VADAR, rather than paying the full cost upfront. This will be an ongoing obligation over the next 5 years. This amount is being covered within the Treasurer/Collector's budget, transferring funds from salary to expenses.

Accounting - \$14,178.84

This transfer is needed due to an adjustment in allocating the Assistant Town Accountant's salary to properly reflect the work the position performs. We are now allocating the position's salary as follows: 9.5 hours per week in Assessors, 9.5 hours per week in Water, and 18 hours per week in Accounting.

The transfers to cover this cost are as follows:

\$2,778.84 – Accounting expenses

\$5,800 – Assessors wages

\$5,600 – Water wages

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: April 23 2024

FROM: Highway

OFFICER/DEPT HEAD: David Tully Jr.

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

 — Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 761.64

To be transferred to: Snow Removal Overtime 0001-04-423-5130-0000-000
(Name & Number)

To be transferred from: Snow Removal Supplies Salt 0001-04-423-5530-0000-001
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 138,926.31

The amount requested to be used for the following reasons: Snow wages to be covered

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 5/15/2024

FROM: SUSAN BRESNICK

OFFICER/DEPT HEAD: ERIC KINSHERF

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

_____ Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 5,800.00

To be transferred to: ACCOUNTING CLERICAL WAGES #0001-01-135-5120-0000-001
(Name & Number)

To be transferred from: ASSESSORS CLERICAL WAGES #0001-01-141-5120-0000-002
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 95.16

The amount requested to be used for the following reasons: _____

TO COVER CHANGE IN HOURS PER DEPARTMENT

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 5/15/2024

FROM: SUSAN BRESNICK

OFFICER/DEPT HEAD: ERIC KINSHERF

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

_____ Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$ 2,778.84

To be transferred to: ACCOUNTING CLERICAL WAGES #0001-01-135-5120-0000-001
(Name & Number)

To be transferred from: ACCOUNTING ANNUAL AUDIT #0001-01-135-5300-0000-004
(Name & Number)

Balance remaining in appropriate from which transferred: \$ 2,221.16

The amount requested to be used for the following reasons: _____

TO COVER CHANGE IN HOURS PER DEPARTMENT

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)

REQUEST FOR TRANSFER OF APPROPRIATIONS
In accordance with Chapter 77 of the Acts of 2006,
MGL Chapter 44, §33B & Chapter 218 of the Acts of 2016

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: 5/15/2024

FROM: SUSAN BRESNICK

OFFICER/DEPT HEAD: ERIC KINSHERF

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006, MGL Chapter 44, §44, as amended by the Municipal Modernization Act of 2016 (Chapter 218, §75-76, of the Acts of 2016), provides a mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Advisory Board (Finance Committee) will consider the following:

_____ Whether the last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

Amount requested: \$4,090.00

To be transferred to: #0001-01-145-5300-0000-005 TREASURERS PROF & TECH
(Name & Number)

To be transferred from: #0001-01-145-5120-0000-000 - TREASURERS SALARY
(Name & Number)

Balance remaining in appropriate from which transferred: \$ \$26,383.00

The amount requested to be used for the following reasons: _____

VADAR CONTRACT PAYMENT NOT ORIGINALLY FUNDED

Action by the Board of Selectmen

Action by the Advisory Board (FinCom)

Date of Meeting

Date of Meeting

Vote: Yes [] No []

Vote: Yes [] No []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Board of Selectmen

Chair, Advisory Board (FinCom)



INVOICE

Invoice Date

Apr 30, 2024

Invoice Number

003266

Vadar Systems, Inc.
20 Main Street
Suite G1
Acton, MA 01720
www.vadarsystems.com

Town of Dunstable
511 Main Street
Dunstable, MA 01827
Attn: Susan Bresnick

For tax suite pro-rated through 6/30/2024

Description	Amount
Property Tax Suite	997.50
VADAR Cloud - 1 user	197.50
Discount	-497.50
Payment Plan Adjustment	3,391.67

TOTAL \$ 4,089.17

Due Date: May 30, 2024

Our Tax ID # is 04-3323987

Make all checks payable to: Vadar Systems, Inc.
If you have any questions concerning this invoice contact Oma Daharry at oma-daharry@vadarsystems.com or 978-461-5867

THANK YOU FOR YOUR BUSINESS!



PFAS Litigation

Town of Dunstable

MAY 28, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA



WORKING TO FIGHT ENVIRONMENTAL CONTAMINATION

Cost Recovery Program and 3M, DuPont, Tyco Settlements

PFAS (The Everywhere and Forever Chemicals)

Perfluoroalkyl and Polyfluoroalkyl Substances are a group of man-made chemicals that include PFOA, PFOS, GenX, and many others.

Manufacturers

PFOA/PFOS

3M/Dyneon

Asahi Glass

Arkema

Ciba

Clariant

Daikin

Dupont

Solvay

AFFF

3M

Ansul

Amerex

Buckeye

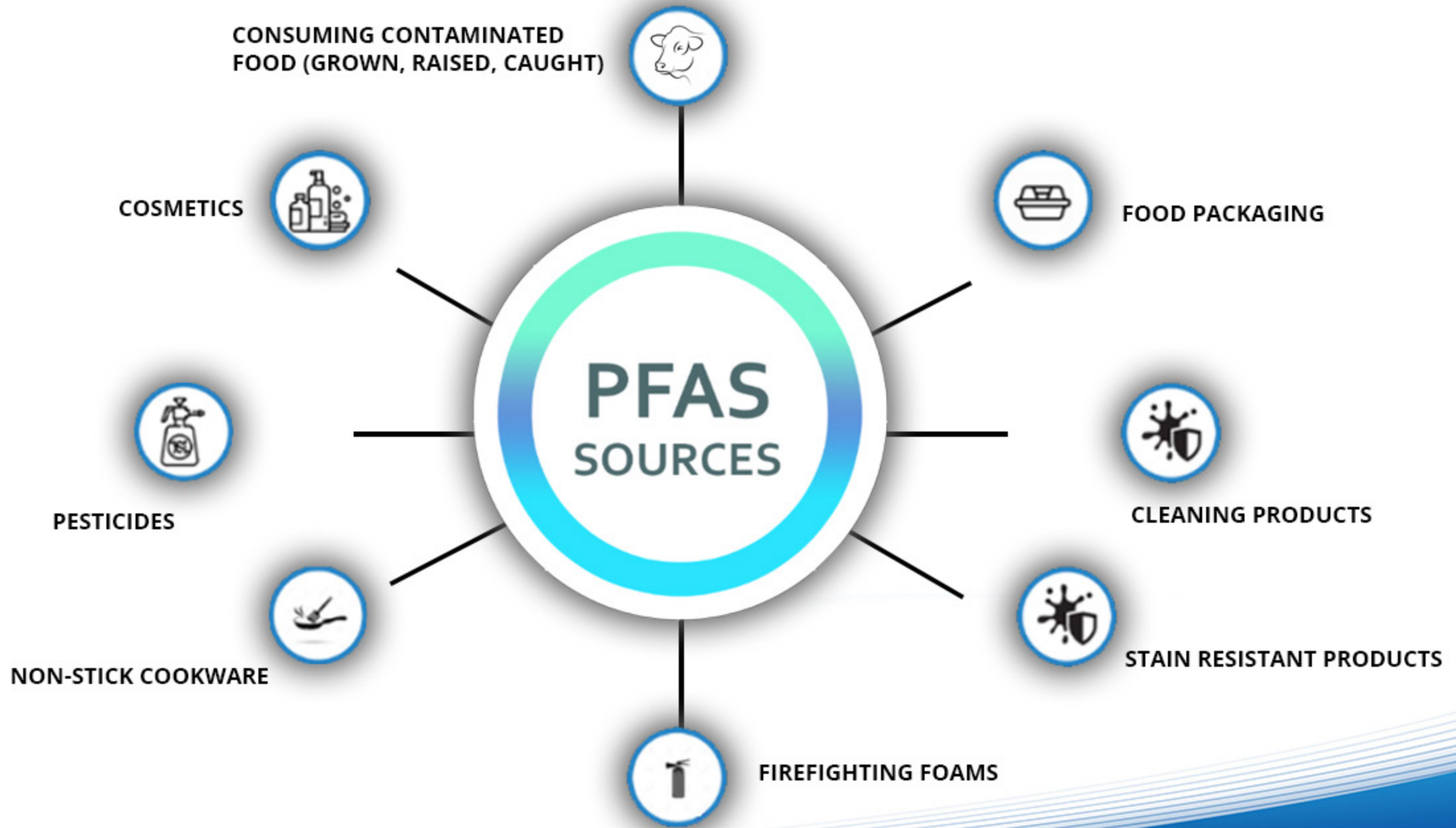
Chemguard

Kidde

National Foam

Tyco

PFOS was solely produced by 3M in the U.S.

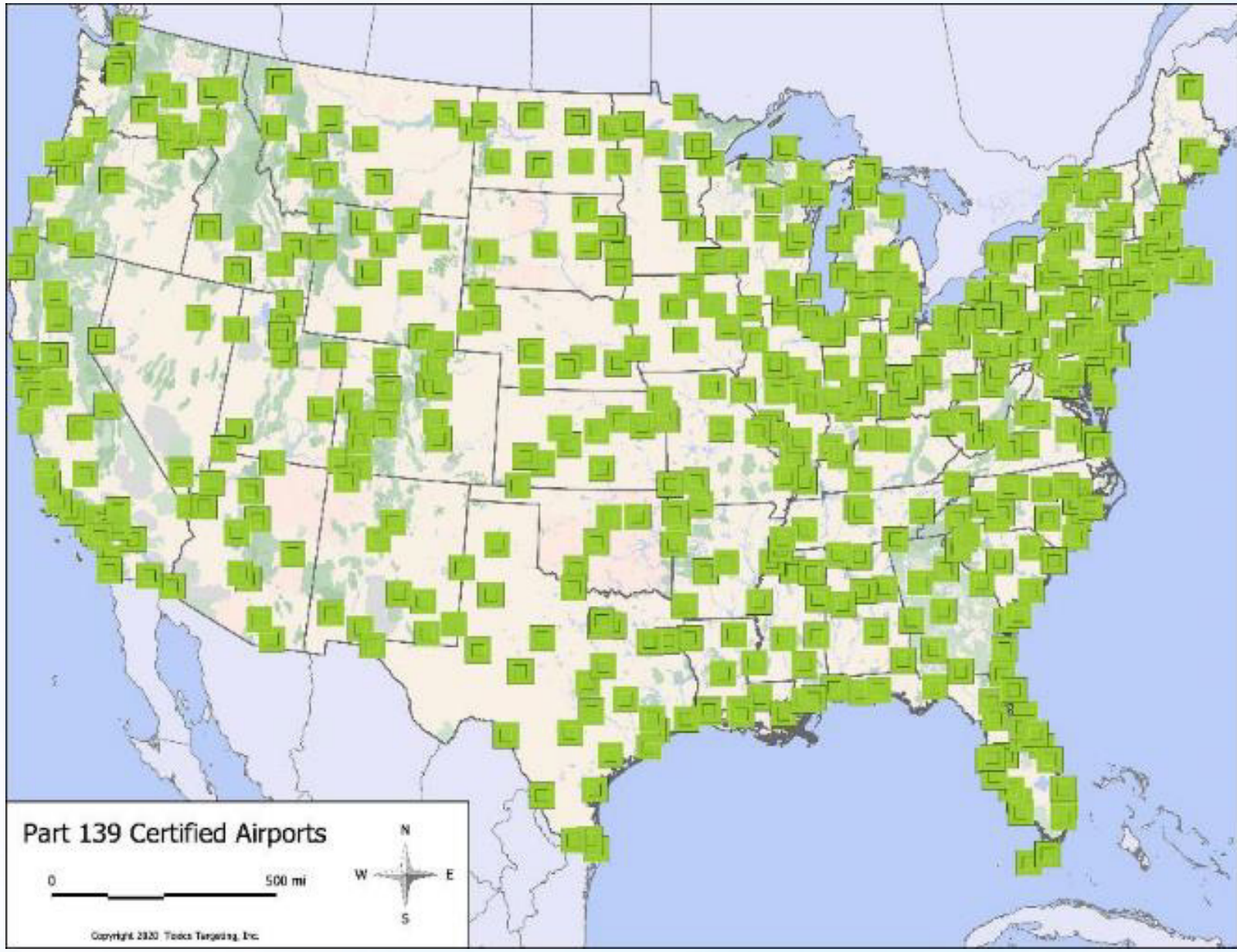


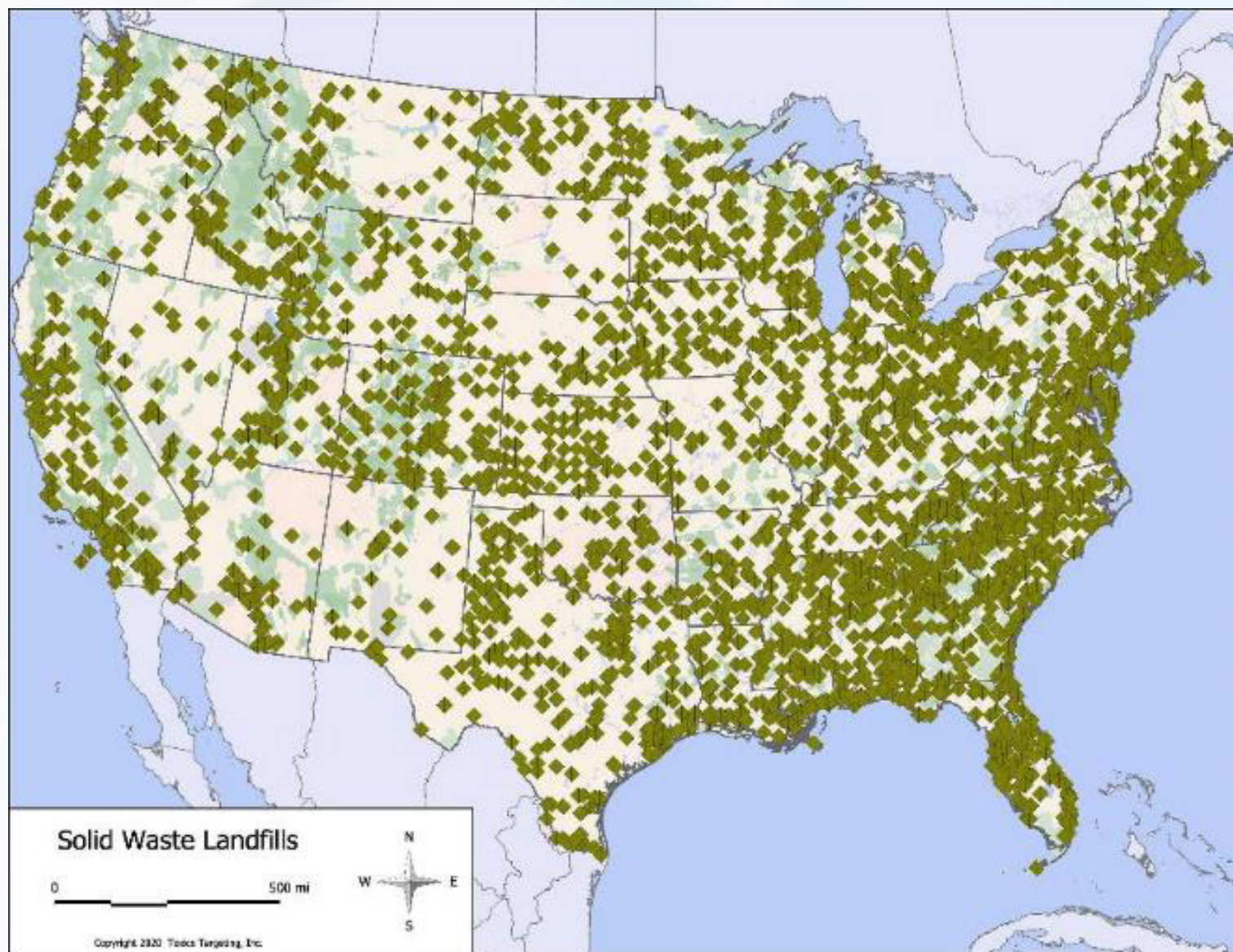
Primary Sources of Water Contamination

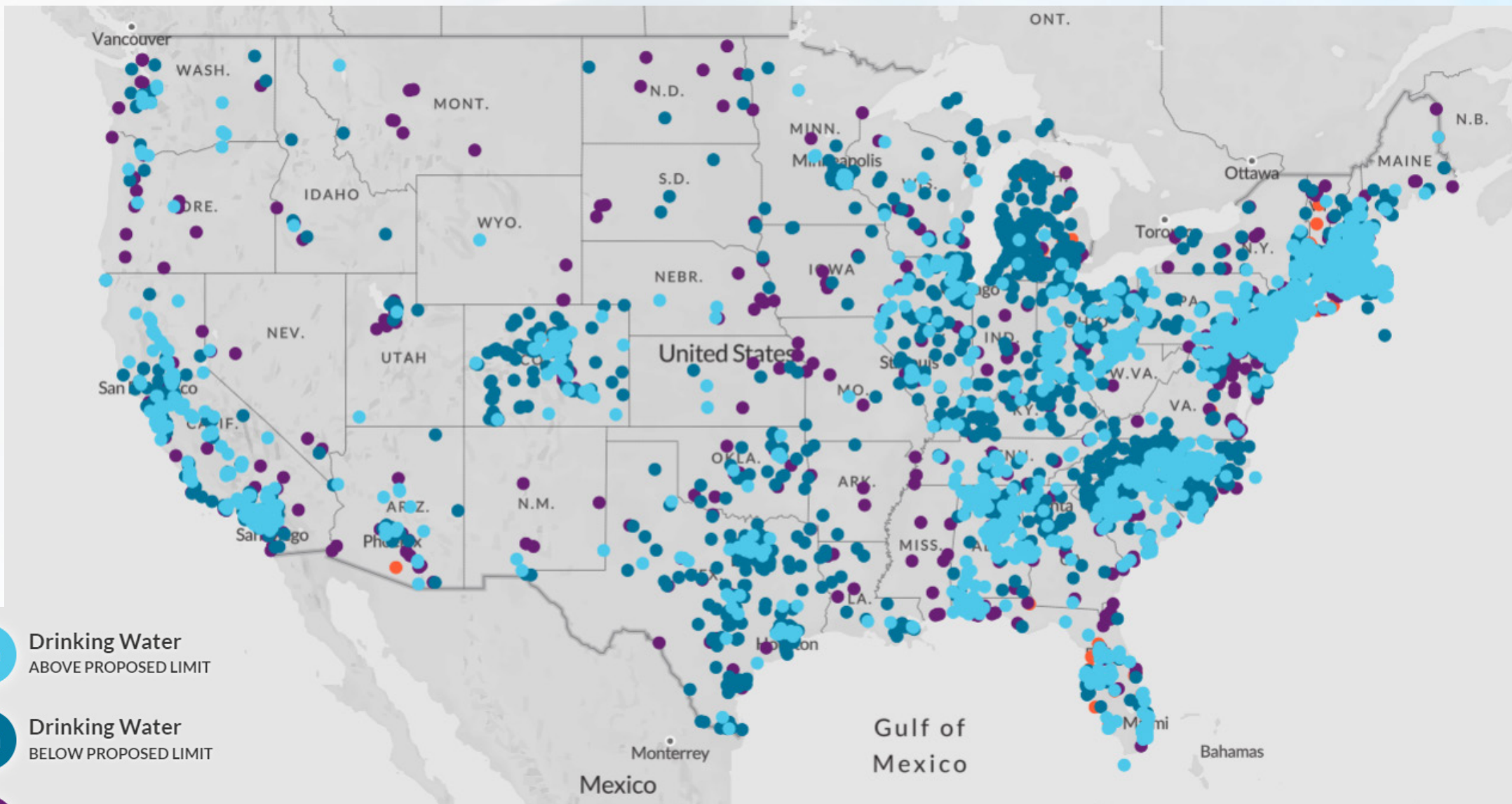
- Manufacturing
- Landfills
- Bio Solids
- AFFF Use
 - Airports | Military Bases | Firefighting | Firefighting Academies

Exposure Increases the Risk for:

- Kidney Cancer
- Preeclampsia
- Testicular Cancer
- Bladder Cancer
- Blood Cancers
- Liver Cancer
- Pancreatic Cancer
- Thyroid Disease
- Prostate Cancer
- Thyroid Cancer
- Breast Cancer
- Ulcerative Colitis







-  Drinking Water
ABOVE PROPOSED LIMIT
-  Drinking Water
BELOW PROPOSED LIMIT
-  Military Sites
-  Other Known Sites

Regulation Landscape

On April 10, 2024, EPA announced the final National Primary Drinking Water Regulation (NPDWR) for six PFAS.

Compound	Final MCLG	Final MCL (enforceable levels)
PFOA	Zero	4 ppt (also expressed as ng/L)
PFOS	Zero	4 ppt
PFHxS	10 ppt	10 ppt
PFNA	10 ppt	10 ppt
HFPO-DA (GenX Chemicals)	10 ppt	10 ppt
Combinations of two or more of PFHxS, PFNA, HFPO-DA, and PFBS	1 (unitless) Hazard Index	1 (unitless) Hazard Index

Regulation Landscape Cont'd

In late April 2024, the Environmental Protection Agency's ("EPA") announced their decision to classify Perfluorooctanoic Acid ("PFOA") and Perfluorooctane Sulfonate ("PFOS") as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). This landmark ruling marks a pivotal advancement for public health and environmental protection.

Current Litigation Settlements

3M COMPANY	DUPONT	TYCO
Settlement Amount: \$12.5 Billion	Settlement Amount: \$1.185 Billion	Settlement Amount: \$750 Million
Settlement Date: June 22, 2023	Settlement Date: June 30, 2023	Settlement Date: April 12, 2024
Court Approval Date: February 9, 2024	Court Approval Date: April 2, 2024	Court Approval Date: Pending
For PWSs' contamination of drinking water supplies	For PWSs' contamination of drinking water supplies	For PWSs with PFAS detections as of May 15, 2024.

HOW DID WE GET HERE?

Multiple Scientific Experts

Overcoming Daubert Challenges
on Experts



Massive Discovery

37.4 Million pages of documents
164 dispositions



Trial Ready

Took the case through summary
judgment and evidentiary hearings;
settled on courthouse steps.



Motion Practice

Defeating multiple summary
judgment motions



4 Years Litigation

Arguments regarding the admissibility
of thousand of pages



2.5 Years Negotiations

Overseen by the court-appointed
mediator Judge Layn Phillips



Putting the Settlements into Context

- The 3M settlement alone is the largest drinking water contamination settlement in U.S. history and represents nearly a quarter (22%) of 3M's total value.
- The settlements only release water supplier claims for treatment and remediation costs.
- The settlements do not cover or release:
 1. Claims against 3M, DuPont or Tyco for anything other than water treatment/remediation costs
 2. Water supplier claims asserted against any other defendant in the MDL
 3. Claims asserted against 3M, DuPont and Tyco by non-water supplier plaintiffs

Calculate PFAS Score (for each impacted source)

Calculate a PFAS Score
for each impacted
water source



Select the higher of:
(max PFOA level + max PFOS level)

OR

(Max PFOA + Max PFOS) averaged with
 $\sqrt{\text{Max of any other PFAS Listed on Claims Form}}$



Calculate Flow Rate (for each impacted source)

Calculate Adjusted Flow
Rate For Each Impacted
Water Source

Add 3 highest annual average flow rates 2013-2022

$$\text{Average Flow Rate} = \frac{\text{Rate 1} + \text{Rate 2} + \text{Rate 3}}{3}$$

$$\text{Number you want} = \frac{\text{Average flow rate} + \text{Max Flow}}{2}$$

Next Steps

- Ongoing Kidde Fenwal Bankruptcy Proceedings
- Ongoing settlement and court proceeding for 14 other companies
- Submission of public water system settlement claims forms (DEADLINES)
 - Regardless of previous testing, public water systems must test all their water sources under UCMR 5

Treatment

- Activated Carbon
 - Granulated or Powdered
- Ion Exchange Resin (IX)
 - Reverse Osmosis
 - RO and Nanofiltration (NF)
- Advanced Oxidation
 - Ozone
 - Catalyzed Hydrogen Peroxide (CHP)

Remediation

- Pump and Treat
- Excavation and Treatment
- Excavation and Disposal
- Stabilization
 - Activated Carbon and Aluminum Hydroxide

What Sets Us Apart

Nationwide Representation

- Experience Managing Large, Complex Litigation
- Dedicated Environmental Department
- Regular Communication
- Conflict Free, Work with Local Counsel
- Investigative Resources
- Customized Approach
- Personalized Attention
- Public Relations

Why do you need Legal Representation?

- Complex processes
- Short timeframes and upcoming deadlines
- AFFF MDL litigation continues against other Defendants regarding drinking water claims.
- AFFF MDL litigation continues against all Defendants for landfills; airports, fire districts and personal injury and property damage claims.
- Maximize your compensation as you will receive legal guidance during the claim forms submission process.

YOUR TEAM



Marie Napoli
Partner



Paul J. Napoli
Partner

&

***Co-Lead on the AFFF MDL
Plaintiffs' Executive Committee***



Hunter J. Shkolnik
Partner



Coral M. Odiet-Rivera
Partner



Andrew Croner
Partner



Hank Naughton
Partner



Sam Wade
Water Consultant



Verónica Vázquez
Senior Associate



Cristina Rodríguez
Senior Associate



Stephen J. Acquario
Of Counsel



Maria Hayashi
Marketing Director

CONTACT US

Sam Wade
(580) 917-1425
swade@napolilaw.com

Hank Naughton
(978) 852-3643
hnaughton@napolilaw.com

REGISTER

www.napolilaw.com/nrwa-pfas



May 6, 2024

**PFAS COST RECOVERY PROGRAM URGENT NOTICE
3M, DUPONT, AND TYCO FIRE PRODUCTS
SETTLEMENTS ANNOUNCED
CLAIM DEADLINES FOR \$14.5 BILLION DOLLARS
AVAILABLE FOR WATER REMEDIATION
EPA MANDATE TO BE ENFORCED**

As you know, on April 10th, the Environmental Protection Agency established the first ever national legally enforceable drinking water standard for PFOA and PFAS at a maximum contaminate level (MCL) of 4.0 parts per trillion (ppt). Utilities in excess of this figure will be required to remediate.

This action makes it incredibly important for water utilities to participate in the following settlements.

SETTLEMENTS:

Napoli Shkolnik previously announced Court approval of both the \$12.5 billion settlement with 3M Company and \$1.185 billion settlement with DuPont in the ongoing Court case over the contamination of drinking water with toxic per- and polyfluoroalkyl substances (“PFAS”).

We are now proud to announce an additional proposed settlement of \$750 million with TYCO Fire Products.

These settlements are available to water utilities with any level of detects.

URGENT TIME SENSITIVITY – DEADLINES:

3M: The deadline for filing a claim in the 3M settlement is June 30 , 2024,

DuPont: The deadline for filing a claim into the DuPont settlement is June 17, 2024.

TYCO: The deadline to perform at least baseline testing of a water district's water sources is MAY 15TH. (Note: All Massachusetts utilities have already been tested and will automatically comply with this date.) The deadline for filing a claim will be 90 days after Judge Gergel's final ruling. We will keep you updated.

Sign up here:

CONTACT:

Please contact Hank Naughton, Managing Partner for the PFAS Cost Recovery Program at (978) 852-3643 or hnaughton@napolilaw.com.

Sign up here: <https://www.napolilaw.com/nrwa-pfas>

(Note: If your utility has no detects at this time but has baseline testing, a claim can be made as a placeholder for remediation of future detects.)



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF MASSACHUSETTS GENERAL ARBITRATION STATUTE

The Town of Dunstable, Massachusetts retains the Law Firm of Napoli Shkolnik, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies and wastewater by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%), or such other sum as is approved by the Court, whichever is lower, of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is



deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ 25.00
Net settlement	\$ 75.00
Disbursements	- \$ 10.00
Net to Client	\$ 65.00

4. CONTINGENCY FEE PAYMENT SCHEDULE: As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e. "installment payments", such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney's Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

5. WITHDRAWAL: The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

6. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.



7. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

8. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

9. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

11. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

12. **ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption



of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

13. MASSACHUSETTS OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Massachusetts or applicable law and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Massachusetts or applicable law.

14. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in Massachusetts County, Massachusetts. This arbitration provision shall be enforceable in either federal or state court in Massachusetts County, Massachusetts pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in Massachusetts County, Massachusetts having jurisdiction.

15. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

16. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



17. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS ____ day of _____,
20____

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE MASSACHUSETTS GENERAL ARBITRATION STATUTE**

[CLIENT]

NAPOLI SHKOLNIK,

By:

Printed Name

**HANK NAUGHTON
PARTNER**

Email Address:

Title: _____

Address: _____

Phone:



Annual Appointments

Town of Dunstable

MAY 28, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

Appointments – Staff, Committee’s, Boards, & Commissions

May 28, 2024

Committee/Commission/Board/Staff	Name	Term (Years)	Term Expiration
ADA Coordinator	Jason Silva	1	2025
Affordable Housing Committee	Carol Bacon	1	2025
Affordable Housing Committee	Jon Hughes	1	2025
Affordable Housing Committee	Kelley Escalada	1	2025
Affordable Housing Trust Funds	Kelley Escalada	2	2027
Alternate Building Inspector	Henry Fontaine	1	2025
Alternate Electrical Inspector	David Sweet	1	2025
Assistant Town Accountant	Susan Bresnick	1	2025
Assistant Town Clerk	Sue Fayne	1	2025
Assistant Treasurer/Collector	Bonnie Ricardelli	1	2025
Assistant Treasurer/Collector	Kimberley Perry	1	2025
Assistant Treasurer/Collector	Sue Fayne	1	2025
Conservation Commission	Marijan Andacic	5	2029
Council on Aging	Barbara Martin	3	2027
Council on Aging	Mary Dow	3	2027
CPC	Jean Haight	3	2027
Cultural Council	Sue Fayne	3	2027
Economic Development Committee	Anikka Selinger	1	2025
Economic Development Committee	Jeff Rosen	1	2025
Economic Development Committee	Kate McNutt	1	2025
Economic Development Committee	Kathy Snizek	1	2025
Building Inspector	Dana Barnes	1	2025
Electrical Inspector	Peter Martin	1	2025
Emergency Management Director	Jon Crandall	1	2025
Gas/Plumbing Inspector	John Cryan	1	2025
Historical Commission	Carol Bacon	3	2027
Insurance Advisory	Andrew Wall	1	2025
Insurance Advisory	Bonnie Ricardelli	1	2025
Insurance Advisory	Darrell Gilmore	1	2025
Insurance Advisory	David Tully	1	2025
Insurance Advisory	Erik Hoar	1	2025
Land Use Committee	Alan Chaney	1	2025
Land Use Committee	Consuelo Walker	1	2025
Land Use Committee	David Tully, III	1	2025
Land Use Committee	Erica Flynn	1	2025
Land Use Committee	Lisa Towle	1	2025
Land Use Committee	Lucas Sturm	1	2025
Master Plan Implementation Committee	Alan Chase	1	2025
Master Plan Implementation Committee	Catherine Irzyk	1	2025
Master Plan Implementation Committee	Christina Andriole	1	2025
Master Plan Implementation Committee	Jason Silva	1	2025
Master Plan Implementation Committee	John O'Brin	1	2025
Master Plan Implementation Committee	Joseph Vlcek	1	2025
Master Plan Implementation Committee	Kate McNutt	1	2025
Master Plan Implementation Committee	Kieran Meehan	1	2025
Master Plan Implementation Committee	Leo Tometich	1	2025
Master Plan Implementation Committee	Mike Martin	1	2025
NMCOG	Ron Mikol	1	2025
Police Department - Master Patrolman	Matthew Tully	1	2025
Police Department - Master Patrolman	Shawn Drinkwine	1	2025
Police Department - Patrol Officer	Jeffrey Swift	1	2025
Police Department - Patrol Officer	Michael J. Pietroforte	1	2025
Police Department - Patrol Officer	Richard Nault	1	2025
Police Department - Reserve Officer	Clifford Dunning	1	2025
Police Department - Reserve Officer	Gregg Sandborn	1	2025
Police Department - Reserve Officer	Jeffrey Noble	1	2025

Police Department - Reserve Officer	Philip C. Sepe	1	2025
Police Department - Reserve Officer	Shawn Ready	1	2025
Police Department - Sergeant	Darrell Gilmore	1	2025
Police Department - Sergeant	Nicholas Papageorgiou	1	2025
Recreation Committee	Dawn Dorr	5	2029
Surveyors of Lumber	Charles W. Tully	1	2025
Town Accountant	Eric Kinsherf	1	2025
Town Counsel	Brian Falk	1	2025
Town Engineer	David Langolis	1	2025
Town Forest Committee	Robert Ricardelli	3	2027
Veterans Agent	Joe Dean	1	2025
Veterans Services Officer	Joe Dean	1	2025
Zoning Board of Appeals	Matthew Raymond	5	2029
Zoning Officer	Dana Barnes	1	2025

Pending Appointments

Affordable Housing Committee	Deborah Courtney	1	2025
Affordable Housing Committee	John DeNyse	1	2025
Affordable Housing Committee	Kieran Meehan (BOS Designee)	1	2025
Affordable Housing Committee	Matthew Naughton	1	2025
Animal Control Officer/Animal Inspector	John Greenhalgh	1	2025
Conservation Commission	Juan Amodei	5	2029
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
Cultural Council	Laura Tully-Rothman	3	2027
Economic Development Committee	Daniel Tully		2025
Governance Committee	Leah Basbanes	1	2025
Governance Committee	Leo Tometich	1	2025
Governance Committee	Mike Martin	1	2025
Governance Committee	Robert Nelson	1	2025
Governance Committee	Ryan McLane	1	2025
Public Safety Committee	Erik Hoar	1	2025
Public Safety Committee	Henry Fontaine	1	2025
Public Safety Committee	Jeff Rosen	1	2025
Public Safety Committee	Jon Crandall	1	2025
Public Safety Committee	Patrick Kerrigan	1	2025
Public Safety Committee	Ron Mikol	1	2025
Public Safety Committee	William Farrell	1	2025



Municipal Electricity Aggregation

Town of Dunstable

MAY 28, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

CONSULTANT AGREEMENT FOR THE DEVELOPMENT AND MANAGEMENT
OF THE TOWN'S MUNICIPAL AGGREGATION PROGRAM

This AGREEMENT made this _____ day of _____ 2024 between the Town of Dunstable, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 511 Main Street, Dunstable MA 01827, acting by and through its Select Board, hereinafter referred to as the "Town", and MassPowerChoice, LLC, a Massachusetts corporation having a usual place of business at 85 Merrimac St., Boston, MA 02114, hereinafter referred to as the "Contractor."

WHEREAS, the Town wishes to engage a municipal aggregation consultant; and

WHEREAS, the Contractor wishes to provide municipal aggregation consulting services;

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the development and management of a Municipal Aggregation Program pursuant to M.G.L. c. 164 § 134(a) as set forth in the Scope of Services, attached as Attachment 1 hereto and incorporated herein.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Agreement in accordance with the applicable professional standards for such services in Massachusetts. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care and the orderly progress of the work, and in conformance with the Scope of Services set forth in Attachment 1 attached hereto.

3. Initial Term and Extended Terms

The term of this Agreement shall be for three (3) years, commencing upon execution of this Agreement, unless sooner terminated. In the event the Town elects in its sole discretion to execute any supply agreement procured by the Contractor pursuant to this Agreement, which supply agreement extends beyond the term of this consulting agreement, the Town shall have the discretion, by written amendment, to extend the term of this consulting agreement so as to be coterminous with such supply agreement.

4. Payment

The Contractor shall be paid as follows for services rendered in accordance with this Contract:

A monthly amount shall be paid by the electricity supplier to the Contractor based upon the

electricity supplied to consumers in the Town's aggregation program at a rate of three tenths of one cent (\$.003) per kilowatt/hour (kWh) during the initial term or any extended term of any energy supply agreement procured by Contractor and executed by the Town during the term of this Agreement. If no energy supply agreement is executed by the Town during the term of this Agreement, no payment obligation on the part of the Town shall arise whatsoever out of this Agreement.

The Town shall not be obligated to pay for any services rendered by the Contractor, a subcontractor, or any person acting on behalf of the Contractor or a subcontractor under this Agreement. The Contractor's compensation shall be paid by the Supplier serving the aggregation. The Town shall not be obligated under this Agreement to pay for any electricity supplied to consumers under any agreement between the Town and an energy supplier.

Notwithstanding this Agreement, the Town shall not be obligated to establish an aggregation program or enter any contracts with electricity suppliers, and shall retain sole and absolute discretion with respect to such matters.

5. Warranty

The Contractor shall furnish all labor and materials necessary for the performance of the services required by this Agreement. The Contractor warrants that it has in its employ, and throughout the term of the Agreement or any extension or renewal thereof, will continue to have in its employ, a sufficient number of persons experienced in developing and providing services required by this Agreement, such that the Contractor's obligations under the Agreement will be carried out in a prompt, safe and professional manner.

The Contractor represents and warrants that it, or one of its members, has the required licenses and expertise to provide the scope of services, including an electricity broker license from the Massachusetts Department of Public Utilities; that it is thoroughly familiar with all laws and regulations of the Commonwealth of Massachusetts addressing electricity aggregation; and that it shall perform all services under this Agreement in accordance with such laws and regulations, as well as all other applicable laws and regulations.

6. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts, and local laws applicable to the work under this Agreement including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended and in effect throughout the term of this Agreement and any extension or renewal thereof.

7. Insurance

The Contractor shall provide and maintain throughout the term of the Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so

required:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability (if applicable)

Bodily Damage Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Workers' Compensation Insurance

Coverage of all employees in accordance with Massachusetts General Laws.

All policies shall identify the Town as an additional insured (except Workers' Compensation). Certificates evidencing all such coverages shall be provided to the Town upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for termination.

8. Indemnification

The Contractor, at its sole expense, shall to the maximum extent permitted by law, indemnify and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses for bodily injury or property damage that the Town may sustain which arise out of or in connection with negligent acts or omissions in the performance of this Agreement by the Contractor, its employees, agents or other persons acting on Contractor's behalf or for whom Contractor is responsible. After prompt notification of a claim by the Town, the Contractor shall have a reasonable opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

9. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or

property damage suffered by the Contractor or its employees, regarding the subject matter of this Agreement.

10. Familiarity with Area of Work

By signing this Agreement, the Contractor acknowledges that it has examined the subject matter of this Agreement and that it is familiar with all conditions of this Agreement. The Contractor has entered into this Agreement in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11. Independent Contractor Status

The Contractor shall provide services under this Agreement as an independent contractor with the Town and not as an employee of the Town. No employee, agent, subcontractor, or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension, or deferred compensation. The Contractor acknowledges, however, that it or its employees, agents, subcontractors, or representatives, may be considered "Municipal Employees" or "Special Municipal Employees" pursuant to G.L. c. 268A.

12. Delays/Force Majeure

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations or the actions of any governmental agency to deny or delay any required permit or approval. Should such acts or events occur, both parties shall use their best commercially reasonable efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services under this Agreement.

13. Termination

If at any time during the term of this Agreement the Contractor breaches a material term of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the reasonable satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or

authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the relevant notice date, but will not be entitled to continue to collect under the Agreement.

14. Notices

Except as otherwise provided in this Agreement, or agreed to in writing or by email by the Town and the Contractor, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:

Town of Dunstable
511 Main Street
Dunstable, MA 01827
Attn: Jason Silva, Town Administrator

If to Contractor:

MassPowerChoice, LLC
85 Merrimac Street
Boston, MA 02114
Attn: Paul Gromer, Manager

15. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No

forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. The Contractor agrees that it will not be permitted to assign, subcontract, or underlet the Agreement, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written notice to and approval by the Town.
- d. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate any applicable law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- e. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express consent in advance. The Contractor shall not use the Town's seal or Town letterhead without the Town's express written consent in advance.
- f. By entering into this Contract, the Contractor certifies under the penalties of perjury that it has not been influenced by any person to enter into this Agreement or relied upon any warranties or representations not set forth in this instrument. 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.
- g. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A, that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- h. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry, children, marital status, veteran status, or membership in the armed services, the receiving of public assistance, or handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination.
- i. This Agreement may be amended only by written agreement of the parties.
- j. This Agreement and Attachment 1 constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- k. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- l. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- m. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of its choice of law rules.

IN WITNESS WHEREOF, the Town and the Contractor have caused this Agreement to be duly executed as of the dates written below.

Town of Dunstable

MassPowerChoice, LLC

By: its Town Administrator

By: its Manager

Jason Silva, duly authorized by a vote of
the Dunstable Select Board on
_____, 2024

Paul Gromer

Dated: _____

Dated: _____

ATTACHMENT 1: SCOPE OF SERVICES

A. Develop the aggregation plan & secure regulatory approval

Support development and approval of the aggregation plan, including:

- Draft aggregation plan, education and outreach plan, opt-out notices, and template supply contract for Town approval.
- Provide materials for and participate in a public information session regarding the plan.
- Present aggregation plan and other documents to the Department of Energy Resources for review.
- File with the Department of Public Utilities (“DPU”) a petition for approval of the Town’s aggregation plan.
- Manage regulatory filings and represent Town before the DPU to obtain approval of the plan.

B. Provide broker services for electricity procurement

Provide a range of technical and legal services, including energy supply contract negotiation and electricity supply procurement, including:

- Ask potential bidders to review the Town supply agreement and identify any requested exceptions.
- Request indicative (non-executable) prices from each of the shortlisted bidders.
- Issue an RFP soliciting executable prices from the shortlisted bidders for the products and services and features requested by the Town.
- Review final bids with the Town, make a recommendation, and oversee contract execution.
- Manage procurements for subsequent contracts as required.

C. Oversee customer enrollment

Work with the electricity supplier and the utility to oversee customer enrollment in the program, and provide continual support for program enrollment on an ongoing basis.

D. Deliver public education program

Provide public education, including:

- Develop outreach materials such as announcements, brochures, web content, social media content, outdoor banners and signs, and slides.
- Provide and staff a customer support telephone line and email address.
- Develop and maintain a program website.
- Deliver informational presentations at community information sessions.

- Make appearances on local cable access programs and radio interviews as is possible and desired.
- Work with the supplier to send opt-out mailings to new Town residents on a rolling, monthly basis.

E. Provide ongoing support

Provide ongoing support, including:

- Monitor the energy markets and advise the Town when it is timely to procure a replacement supply contract so that it is in place when the current contract lapses.
- Monitor state legislative and regulatory changes and keep the Town apprised of any changes that may impact the aggregation.
- Prepare periodic reports for the Town detailing the number of customers participating in the aggregation, the total kilowatt-hours of electricity supplied through the aggregation, any greenhouse gas emissions avoided, the number of customers and electricity supplied by program option, average electricity use by customer type, and any savings achieved relative to utility Basic Service.
- Provide all ongoing reports to regulatory authorities as required.
- Meet with the Town as requested to provide any ongoing support that is required.
- Manage any media queries and refer them back to the Town as appropriate.
- Assist the Town in any dispute that arises with the electricity supplier during the term of the contract.



41 Lowell St. - LIP Discussion

Town of Dunstable

MAY 28, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

**VILLAGES AT BRATTLE FARM
LAND DEVELOPMENT AGREEMENT**

This Land Development Agreement dated as of the ____ day of ~~April~~May, 2024 (the “Agreement”) by and among the Town of Dunstable, Massachusetts (the “Town”), acting by and through its Board of Selectmen (the “Selectmen”) and Brattle Development, LLC, a Massachusetts limited liability company (the “Developer” or the “Owner”).

WHEREAS, the Owner/Developer is the owner of a certain parcel of land located at 41 Lowell Street, Dunstable, MA (composed of Dunstable Tax Parcels 17-3, 17-4-0, 17-4-1, 17-6-0, 17-6-1, and 17-13) pursuant to a quitclaim deed dated March 19, 2021, recorded in the Middlesex North Registry of Deeds in Book 35517, Page 272 (the “Property”); and,

WHEREAS, the Developer desires and proposes to develop an age-restricted, mixed-income housing project on the Property (the “Project”) under the Local Initiative Program (“LIP”) of M.G.L. c. 40B, §§ 20-23 (“Chapter 40B”) and its implementing regulations, 760 CMR 56, and guidelines of the Massachusetts Executive Office of Housing and Livable Communities (“EOHLC”); and,

WHEREAS, it is presently proposed that the Project will contain not less than 156 dwelling units and not more than 208 dwelling units. It is presently proposed that the Project will consist of a mix of 24 units in 12 duplex townhouse buildings, 8 units in single-family style buildings, from 124 to 176 units in three garden-style multifamily buildings, and a common clubhouse building with common amenities spaces. ~~either (1) approximately 156 dwelling units, including 24 units in~~

~~12 duplex townhouse buildings, 8 units in single family style buildings, and 124 units in three, three story garden style multifamily buildings containing, respectively, 41 units, 41 units, and 42 units; additionally, the Project is anticipated to contain a common clubhouse building with common amenities spaces; or (2) approximately 184 dwelling units, including 24 units in 12 duplex townhouse buildings, 8 units in single family style buildings, and 152 units in three, four story garden style multifamily buildings containing, respectively, 51 units, 51 units, and 50 units; additionally, the Project is anticipated to contain a common clubhouse building with common amenities spaces and,~~

WHEREAS, the Property comprises approximately 77.3 +/- acres of contiguous land, of which the Developer proposes to develop approximately 21.0 +/- acres, with the rear of the Property containing approximately 33.8 +/- acres of land that the Developer proposes to ~~keep and~~ maintain as passive open space; and,

WHEREAS, a portion of the Property located at 19 Lowell Street (Tax I.D. 17-4-0) contains the site of the Dumont garage, associated outbuilding, and contractor's yard (the "Dumont Garage Property"); in conjunction with the development of the Project, the Developer desires to repair and/or reconstruct the existing fire-damaged building (the "Dumont Garage") ~~in order for it to be available for use as a construction works facility/operations center,~~ work that the Developer desires to undertake at its sole cost; and,

WHEREAS, the Developer desires to obtain the support of the Town and its Selectmen for the Project in order for an application for project/site eligibility may be filed jointly by the Developer and Town with EOHLC under the LIP program; and,

WHEREAS, the parties recognize that the Project offers an opportunity to develop underutilized land with a revenue-positive use, while also helping to stabilize the Town's public

water infrastructure; and,

WHEREAS, the parties recognize that the Developer's proposal may impose on the Town certain infrastructure-related and other costs and impacts which, in fairness, should be mitigated by the Developer; the mutual promises contained herein are intended to mitigate said costs and impacts, and the parties agree they are necessary and sufficient to do so.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Support for the Project Under the LIP Program. Conditioned upon the Developer's agreement to comply with the within agreements and conditions, the Town, by its Selectmen and its Affordable Housing Committee, will, together with the Developer, execute an application for approval of the Project under the LIP program, and provide letters of support for the Project to be filed with said application (the "LIP Application").

2. Project Age Restriction and Affordability. Subject to the approval of EOHLC and the Dunstable Zoning Board of Appeals (the "ZBA"), the Project, ~~if comprised of 156 units,~~ will be age restricted as a 55+ community. ~~Twenty-five percent (25%) of the units in the Project with 2530% (46 units) of the units will be~~ restricted as affordable at 80% of the applicable area median income ("AMI"). ~~If comprised of 184 units, the project will be age restricted as a 55+ community with 36% (66 units) of the units restricted as affordable at 80% of the applicable AMI.~~

3. Public Recreation Land. The Project will provide approximately 33.8 +/- acres of contiguous open space located at the rear of the Property, which will be made available to the public to use for passive recreational purposes (the "Public Recreation Land"), which will be conveyed by the Developer to the Dunstable Rural Land Trust (the "DRLT") at no cost to the

Commented [JS1]: I have separated the 55+ issue from the affordability percentage because EOHLC approval is only needed for the former.

We cannot agree to a higher affordability percentage because it would make the project uneconomic.

Town or DRLT prior to occupancy of the Project. Any/all costs to the Town associated with conveyance and dedication of the Public Recreation Land, including legal fees, will be paid for by the Developer.

~~3.4.~~ Buffer Zone. The Developer will not construct any dwelling units within a 60 foot buffer zone of any wetlands delineated under the Wetlands Protection Act without the approval of same under said Act.

~~4.5.~~ Project Pasture Land. The parties acknowledge that a portion of Tax Parcel 17-6-0 (396 Main Street) today contains open pasture land (the “Pasture Land”) and agree that the Pasture Land will not be developed with any residential buildings. Instead, the Developer intends to use the Pasture Land as Project open space, subject to the Developer’s reservation of rights to use portions of the Pasture Land to build an emergency secondary access driveway, parking, stormwater management and septic system structures, and other non-building elements of the Project.

~~5.6.~~ The Dumont Garage Property.

a. In connection with, and in aid of, the development of the Project, the Developer shall at its sole cost repair and/or reconstruct the Dumont Garage, ~~in order for it to be available for use as a construction works facility/operations center during Project construction.~~ All permit fees, betterments, water line connection fees, I:I, and other similar fees associated with the renovation of the Dumont Garage Property shall be waived by the Town.

b. Upon Following completion of the work contemplated by the preceding subparagraph and after the Dumont Garage and Dumont Garage Property are no longer needed for use by the Developer in connection with the construction of the Project buildings and infrastructure, issuance of a building permit, completion of the Project, the Developer will convey to the Town the Dumont Garage Property at no cost to the Town.

~~e. Notwithstanding the provisions of the preceding subparagraph, if fewer than 156 residential units are constructed pursuant to the development of the Project, the Developer’s conveyance of the Dumont Garage Property to the Town shall be contingent upon the agreement of the Town to a land swap with the~~

Commented [JDS2]: It is anticipated that the garage property will be needed to facilitate construction activities on the site (staging, etc.).

~~Developer for the existing Town fire station property located at 28 Pleasant Street (Tax Parcel 17-38-0) (the “DFD Property”). In this event, the parties agree to cooperate and negotiate in good faith towards a mutually agreeable land swap agreement on commercially reasonable terms. If, despite the parties’ good faith efforts, an agreement to swap the Dumont Garage Property for the DFD Property pursuant to this paragraph cannot be reached, the Developer shall not be obligated to convey the Dumont Garage Property to the Town.~~

6.7. Water Line Work. The Developer shall pay for the design, engineering, and construction of new public water infrastructure connection needed for the Project to connect to the Town’s municipal water system (the “Water Line Work”). Without limitation, the Water Line Work will include extending the Town’s existing 6” water main from the intersection of Main Street and Lowell Street down Lowell Street to the Property’s frontage on Lowell Street, at which location the Project site will connect to said water main. Prior to connecting to Town water, the Developer shall seek and obtain approval of the Developer’s engineering plans for completing this connection by the Town’s Water Commission and Town Engineer, which approval shall not be unreasonably withheld, denied, or delayed. Any/all costs associated with the Town’s review of such plans will be paid for by the Developer.

7.8. Mass Works Grant Funding. In association with the development of the Project, and with Town input and for the Town’s benefit, the Developer shall cooperate with and support the Town’s efforts to obtain Mass Works grant funding for local infrastructure upgrades in order improve access to and from Dunstable Town Center.

8.9. Project Grant Funding. The Developer will work in good faith to seek and apply for grant funding that may be available to assist with Project impact mitigation, including Community Preservation Act (“CPA”) funds, Affordable Housing Trust funds, and others, and will cooperate in good faith with similar Town efforts.

9.10. Peer Review/Inspection Funds. Given the Project’s size and scope, the parties agree

that it is reasonable for the Town to retain a third-party consultant to review and oversee the Project. Further, due to the fact that Project plans are and will be preliminary in nature up to and until the point in time at which the Developer applies for building permits to build the Project, the parties agree that third-party consultant review funds would be best utilized during Project plan review by the Building Department and during construction. Therefore, prior to the issuance of any building permits for the Project, the Developer shall deposit no less than \$25,000 into an account to be set up by the Town pursuant to M.G.L. c. 44, § 53G for the Town to hire a dedicated inspector/manager to oversee and facilitate coordinated and efficient inspections of the Project and water infrastructure improvements. If costs to perform these tasks exceed \$25,000, the Developer pay for all additional expenses incurred due to project plan and construction review. As limited by Chapter 40B regulations, expenses paid pursuant to this paragraph must be reasonable and used for non-legal services, for which Town staff/personnel with the qualifications to perform such services are not available.

~~10. — Incentive to Build. The parties acknowledge that the current climate of high commercial loan interest rates, high construction and labor costs, and unpredictability of supply chains presents challenges to the viability of residential housing development. In view of these challenges, and in order to encourage and facilitate the expedient development and construction of the Project, all permit fees, filing fees, betterments, water line connection fees, I-I, and other similar fees associated with the Project will be waived by the Town except as otherwise stated in this Agreement.~~ The parties acknowledge that the Project will include public infrastructure upgrades, which will benefit not only the Project but the Town as well; therefore, all permit fees, filing fees, betterments, connection fees, and other similar fees associated with the Water Line Work (including but not limited to installations, connections, and new service tie ins) will be waived by

[the Town.](#)

11. Public Senior Center Access. The Town and local Dunstable residents aged 55+ will have access to the Project's common clubhouse for not less than 10 hours per week for Town-organized senior and recreational programming (the "Senior Center Access"). The schedule for the Senior Center Access will be arranged between the homeowners' association ("HOA") to be formed to manage and operate the Project upon its completion and Town officials, with all parties to cooperate and work in good faith to determine an appropriate schedule that allows for reasonable public use of the Senior Center in such a way that does not negatively impact the rights of Project residents to do so as well.

12. Miscellaneous Provisions.

- a. This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract among the parties, is binding upon and inures to the benefit of the parties hereto and their respective devisees, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by all parties hereto.
- b. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.
- c. The parties agree that in any action concerning this Agreement the rule of contractual interpretation that ambiguities shall be construed against the draftsman shall not be applied.
- d. This Agreement may not be assigned by any party without the prior, written consent of the other parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

TOWN OF DUNSTABLE
by and through its
Board of Selectmen

Ronald Mikol, Chair

Leah D. Basbanes, Vice Chair

Kieran Meehan, Member

BRATTLE DEVELOPMENT, LLC

By: _____
Matt McGovern, Manager

By: _____
James E. Tully, Manager



Town Administrator's Report

Town of Dunstable

MAY 28, 2024

DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

Town Administrator's Report

May 28, 2024

Work at Fire Station

The repair work to the Fire Station has been completed by Building Recon Services. The work included the installation of temporary rafter ties/braces in the attic to minimize further "rafter thrust." It also included the installation of temporary posts beneath the roof ridge to reduce further sagging of the roof ridge.

Personnel Policies Review

Sue Fayne is spearheading the review of personnel policies with a group of Town staff. They intend to develop recommendations which I will then review. Once I review, based on their recommendations, I will make recommendations to the Board for your consideration.

Larter Field Tennis Courts contract

The Parks Commission approved the contract with Longo Landscaping in the amount of \$300,850 to construct new tennis courts at Larter Field. I have prepared the contract documents, the Chair of the Parks Commission has signed the contract, and it has been sent to Longo Landscaping. Before work begins, they have been advised they must secure a payment bond and provide proof of insurance based on contract requirements.

Director of Senior Services position

The Director of Senior Services position has been posted with a due date of June 7. We have received a couple of inquiries. I will keep the Board updated and develop an interview and hiring process for the Board's consideration.

Cemetery Superintendent position

The application deadline for the Cemetery Superintendent position has passed. The Cemetery Commission has received interest from 3 candidates. I am now working with the Commission to assist them with the interview and hiring process.

One Stop for Growth Grant Application – Underutilized Properties

I had a productive conference call last week with NMCOG regarding our grant application to the Once Stop for Growth/Underutilized Properties Program for interior improvements to the Union Building. After discussing our options with NMCOG, they believed our best chance to secure funding is to utilize the \$150,000 committed by the School Committee as a match to a \$50,000 grant request. If we are able to secure the \$50,000 grant, we will be able to develop interior design plans ready to bid. Based on the work of Spencer during the re-use process, they have estimated the architecture and engineering fees at a total of \$192,992 - \$104,415 for Phase 1 and \$83,737 for Phase 2. The grant application is due on June 5.

Municipal Citizens Academy

I have developed a draft flyer and schedule for a municipal citizens academy. I am still working to confirm department participation, but I hope to finalize that work this month, and begin to promote the program in July.

Patriot Regional Emergency Communications Center Transition and Start Date

The transition to the Patriot RECC has been moved up and is now planned for June 3. The Director has been in contact with both Fire and Police Chiefs and is coordinating directly with them.

Draft Financial Policies

I have prepared model financial policies for consideration of the Advisory and Select Boards. The policies seek to develop a framework on budget growth, building reserves, use of one-time revenues, capital planning, and financial forecasting, among other things.

Municipal Vulnerability Preparedness Plan Submitted

The Town's MVP and update to its Hazard Mitigation Plan has been submitted to the Massachusetts Executive Office of Energy and Environmental Affairs for their review and approval. Thanks to all departments, volunteers, and residents involved in the process who assisted in identifying vulnerabilities and recommendations to address them. Once approved, the Town will be able to apply for grant funds to implement the recommendations of these plans.

Voting Data – Annual Town Election

This year's Annual Town Election has a total of 584 votes cast or 23% turnout. As you recall, in 2023 the Town had an override question on the ballot and, this year, we had one contested School Committee race. 124 more votes were cast at this year's election than in 2023. I believe this is due to the increased effort to make voting as accessible as possible to residents, with the promotion of early and mail-in voting and making these options readily available for residents. Excellent work to both Brynn and Sue, and all the election workers, for making this happen.

Water Tank – Cell Tower Request for Proposals

I have posted the Request for Proposals for a cell tower on the water tank on the website, at Town Hall, and it will be advertised in the Groton Herald and on the Central Register. Proposals are due August 6.

FY25 State Budget Amendments

In the House budget, Rep. Scarsdale was successful in getting the following language approved: *“provided further, that not less than \$45,000 shall be expended for updates to the Dunstable police department.”* At present, the plan would be to use this funding to

replace all windows in the Police Station. In the Senate budget, while not final yet, Sen. Kennedy proposed and successfully passed the following amendment: “; *provided further, that not less than \$75,000 shall be expended to the town of Dunstable for library improvements and personal protection equipment.*” Of this funding, \$30,000 would support the purchase of PPE for the Fire Department and the balance would support improvements to the library, namely window replacement, but it seems there is flexibility with the funding in case priorities have shifted under the new Library Director. These projects were shared with both legislative offices in accordance with the funding perimeters in each branch based on priorities contained in the Town’s Capital Improvement Plan.