



BOARD OF SELECTMEN'S MTG

Town of Dunstable

NOVEMBER 21, 2023
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

OFFICE OF THE BOARD OF SELECTMEN
TOWN OF DUNSTABLE
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NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH THE PROVISIONS
OF MGL 30A §18 – 25

BOARD/COMMITTEE/COMMISSION:
SUBMITTED TO TOWN CLERK:
MEETING DATE:
MEETING TIME:
LOCATION:

Topics the Chair Reasonably Anticipates will or could be Discussed:

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

SCHEDULED AGENDA ITEMS

| | |
|-----|--|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
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| 7. | |
| 8. | |
| 9. | |
| 10. | |

*Votes likely to be taken

Meeting will be streaming at:

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



MEETING MINUTES

Town of Dunstable

NOVEMBER 21, 2023
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA



Town of Dunstable Board of Selectmen Meeting Minutes

Wednesday, September 20, 2023, 6:00pm

In attendance: Chairman Ron Mikol, Vice Chair Leah Basbanes, Selectman Kieran Meehan, Town Administrator Jason Silva, Executive Assistant Sue Fayne, Jake Lewon, Advisory Chair, Matthew Naughton, Advisory Committee, Clinton Keeney, Advisory Committee, Harold Simmons, Advisory Committee.

The meeting was called to order by Chairman Mikol at 6:00pm.

Public Forum

Mike Martin, Chair of the Board of Road Commissioners, asked the Board of Selectmen to consider reallocating the \$250,000 state budget earmark for the renovation of the Joint Grass Brook culvert project to fund the construction of a new water main on Hillcrest Street, instead. Mr. Martin stated that the water main on Hillcrest is over 150 years old and needs to be replaced. He would like to ensure that the work is done before the street is paved to avoid re-opening the street after repaving to replace the water main. The new main would go up Hillcrest and around the corner of the street. Vice Chair Basbanes stated that the Joint Grass culvert, based on a report from the Town Engineer, is an imminent issue that needs to be addressed. Hillcrest has not been declared an imminent issue. TA Silva has been in touch with Rep Scarsdale's office regarding the earmark. The Board said they would consider Mr. Martin's request.

Joan Simmons let Jason and the Board of Selectmen know they did a nice job on the PFAS item at the joint meeting with the Groton Select Board.

FY25 Initial Budget Discussions & Parameters

The Town started the budget process in August 2023 which is earlier than the normal budget timeframe, and has included discussions with the School District. Rather than a 6% increase, the schools have presented a 14.5% increased assessment based on a variety of factors; the major factors are listed below:

- Elimination of the full-day kindergarten fee
- Removal of the use of Excess and Deficiency funds to balance the budget
- Anticipated increases in employee related costs – salary and benefits
- Inflationary increases in utilities costs

In addition, free cash being used to balance the budget has been reduced by \$50,000, the total available new revenue for FY25 amounts to \$352,097.

This current draft does not include funding the Stabilization Fund, which leaves the town at risk. The schools do have many unfunded mandates which put a big stress on the schools' budget.

Chairman Mikol commented that the Town's reliance on free cash has continued to balloon.



ARPA money exasperated the problem because we were able to make capital purchases, which was helpful, but that money is no longer available.

The Town's operating expenses are estimated to increase by 3.78% from \$4,579,163 in FY24 to \$4,752,049 in FY25. The major factors contributing to this increase include salary increases, benefits/insurance estimated increases, and a new cruiser in the Police Department added back to their budget after being removed from the budget in FY24 due to the availability of ARPA funding. In addition, \$119,344 has been included in the forecast for capital expenditures, which was removed entirely from the FY24 budget, once again, due to the availability of ARPA funds.

Considering these adjustments, the FY25 deficit has ballooned from \$399,491 to \$1,067,093.

TA Silva continued to review [Dunstable's Financial Forecast](#). Free Cash is certified around January.

Expenditures: The top expenditure for the town is the schools, making up 63% of our overall budget. The next highest expenditure is Public Safety at 12%.

Average Single Family Tax Bill: The Dunstable average single family tax bill is higher than the state average.

Comparable Communities Analysis: We're a unique community without exact comparables but TA Silva identified 8 Comparable Communities based on population size, Income per Capita, Average Single-Family Value and Tax Bill, and budget size.

Based on the analysis, the Town has invested in the Police Department, our Schools, and our Library at a level higher than our comparable communities. The Town's overall spending is right in the middle of the pack compared to the other communities in the analysis. For all other areas of spending, the Town is spending on the lower half when compared to the other communities.

Vice Chair Basbanes posed the question, do we think that the 14.5% Dunstable assessment number is real? Last year they came in at 11% and then were able to get it down to 6%. They have some significant expenses including the paraprofessionals pay increase, removing kindergarten fees, some positions that are no longer covered by ARPA.

The question was posed does the town have the appetite to approve an override?

There was a discussion initiated by Jake Lewon and the Advisory Board. Can we/should we level fund the schools and they can come back with an override request to the town? This would allow the Town to fund its municipal budget after seeing reductions this fiscal year and provide the schools with a level funded budget, and then the school drives the conversation at Town Meeting to residents. The suggestions are to perform our budget analysis forecast, decide what we can afford on the municipal side, provide that percent increase to the school district and allow them to use that as a starting point.

What are our marching orders? PFAS issue at the High School also is going to be a large expense for the town, so with that, along with the large increase being requested by the School District, the town has



not been in this dire financial situation ever. We haven't been able to place money into the Stabilization Fund in approximately 15 years, and if we had a crisis, that fund could be decimated.

October 25th will be a Joint Meeting of the Dunstable Board of Selectmen and Advisory Board, Groton Finance Committee, Groton Select Board, and GDRSD School Committee that we will be joining. The meeting will be at the Groton Middle School.

Joan Simmons asked if Dunstable will still be receiving \$1 million from the Groton Water Department for the PFAS remediation project and the answer was yes.

Over the next few weeks as the schools work on their budget numbers, and the PFAS item is on the Special Town Meeting Warrant, we need to decide if we're going to be looking for 2 "overrides" – a debt exclusion for the PFAS project now and an operational general override in May.

We need to get the word out and we can put out the information, but we can't advocate either way.

Special Town Meeting November 13, 2023*

On a motion by Selectperson Meehan and seconded by Vice-Chair Basbanes, it was **voted to open** the warrant for the Special Town Meeting scheduled for Monday, November 13, 2023, at 7 PM on Thursday, September 21, 2023, and to close the Special Town Meeting Warrant on Monday, October 16, 2023, at 4 PM. **The vote was unanimous.**

We will work with the School District to reserve the space for our Special Town Meeting.

Appointment of Tim Stewart to Advisory Board*

On a motion by Selectperson Meehan and seconded by Vice-Chair Basbanes, it **was voted to appoint** Timothy Stewart to the Advisory Board for a term to expire on May 15, 2024. **The vote was unanimous.**

Tim is excited to start working with the Committee and learning more about municipal accounting. The town belongs to the Association of Finance Committees, so Jake Lewon will provide more information to Tim, along with information regarding their ongoing meetings.

Treasurer/Collector update*

The Town Administrator requested the Board defer action on this item and will provide an update for next week's meeting.

Town Hall – Halloween Décor*

Sue Fayne showed the Board of Selectmen pictures of the proposed decorations. The Snizek's will ensure none of the lighting is disruptive to the neighbors.



On a motion by Selectperson Meehan and seconded by Vice-Chair Basbanes, it was **voted to approve** the Halloween Décor and allow the Sniezek's to work with the Town Administrator's office. **The vote was unanimous.**

Approval of Meeting Minutes from 8/15/23, 8/22/23, 8/28/23, 9/12/23*

On a motion by Selectperson Meehan and seconded by Vide-Chair Basbanes, it was **voted to approve** the Meeting Minutes from 8/15/23, 8/22/23, 8/28/23, 9/12/23. **The vote was unanimous.**

On a motion made by Selectman Meehan and seconded by Selectwoman Basbanes, the meeting was adjourned at 7:30pm. The vote was unanimous.

Respectfully Submitted,

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

DRAFT



Town of Dunstable Board of Selectmen Meeting Minutes

Friday, October 06, 2023, 4:00pm

In attendance via Zoom: Chairman Ron Mikol, Vice Chair Leah Basbanes, Selectman Kieran Meehan, Town Administrator Jason Silva, Executive Assistant Sue Fayne, 350th Anniversary Committee Chair Kathy Sniezek

The meeting was called to order by Chairman Mikol at 4:00pm.

350th Finale Event – Approval of Consumption of Alcohol at Larter Field on 10/14/23*

After a brief discussion of the upcoming Dunstable 350th Anniversary Finale, the Hometown Hoedown, the 350th Anniversary Committee requested approval for a One Day Liquor License for the Beer Guy LLC, a mobile Beer & Wine truck located in Hadley, MA, and approval for alcohol to be consumed on Town property.

On a motion made by Selectperson Meehan and seconded by Vice Chair Basbanes, in accordance with the Town of Dunstable General Bylaw, "Public Drinking Bylaw," **voted to approve** the drinking of alcohol during the Hometown Hoedown 350th Anniversary event at Larter Field on Saturday, October 14 during the hours of 5 PM to 9:30 PM subject to all conditions of the one-day liquor license issued for this event:

- Delivery to and receipt by the Town of Dunstable of the required fee.
- Delivery to and receipt by the Town of Dunstable of Proof that the alcohol will be purchased from an authorized source.
- 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.
- Liquor Liability Insurance of at least \$250,000 per occurrence with a \$3,000,000 Annual Aggregate. The Town of Dunstable must be named as an Additional Insured.
- Servers are TIPS certified.

The vote was unanimous.

Approval of One Day Liquor License Application*

On a motion made by Selectperson Meehan and seconded by Vice Chair Basbanes, it was voted to approve a One Day Liquor License Application for The Beer Guy, LLC, for the purpose of serving Beer & Wine at Dunstable's Hometown Hoe Down on Saturday, October 14, 2023. The vote was unanimous.

On a motion made by Vice Chair Basbanes and seconded by Selectperson Meehan, the meeting was adjourned at 4:15pm. The vote was unanimous.

Respectfully Submitted,

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



Town of Dunstable Board of Selectmen Meeting Minutes

Tuesday, October 10, 2023, 5:00pm

In attendance: Chairman Ron Mikol, Vice Chair Leah Basbanes, Selectman Kieran Meehan, Town Administrator Jason Silva, Executive Assistant Sue Fayne,

The meeting was called to order by Chairman Mikol at 5:01pm.

Public Forum

Joan Simmons inquired if Vice Chair Basbanes had a chance to look for drawings/plans of the Union School. Vice Chair Basbanes said she looked in the attic and could not find anything up there. Mrs. Simmons suggested we look in the vault, so Vice Chair Basbanes will check to see if she can find anything.

Selectman Meehan wanted to remind residents that permission to ride dirt bikes on conservation land has not been given by the Town and riding on pedestrian trails and conservation trails is considered motor vehicle trespassing. There was a bike jump built on the pedestrian walking trails so please use caution if you are out walking.

PUBLIC HEARING Continued: Verizon Franchise Agreement - September 26, 2023 to September 25, 2028*

This hearing was continued from the meeting on September 26, 2023, as we did not have a Verizon representative. Chairman Mikol explained that Verizon is not planning on attending this hearing. Both Chairman Mikol and TA Silva have discussed the agreement and it's straight forward consistent with franchise agreements signed in the past.

Chairman Mikol asked the public if anyone had any objections to signing the 5 year Verizon Franchise Agreement. Resident Harold Simmons mentioned that when cable first came to Town, the town received 50 cents per connection as an incentive. If we had been putting it away, we would have money for decent video recording equipment.

It was mentioned that Charter Spectrum has been out of contract since September 2021.

Verizon was willing to provide \$3,000 as part of our Franchise agreement, and they were not amendable to increasing that to \$5,000. Verizon has done a relatively good job with the town – their outage recovery is quick, and they've been a good partner.

On a motion made by Selectperson Meehan and seconded by Vice Chair Basbanes, it was voted to **approve** the cable television renewal license between the Town of Dunstable and Verizon New England, as presented, commencing on September 26, 2023 and expiring on September 25, 2028. **The vote was unanimous.**



Meeting Minutes – September 20, 2023 & September 26, 2023*

Assistant Sue Fayne stated that meeting minutes were not ready for approval.

MCO Associates Local Initiative Program Application – Request for Approval and to submit jointly with the Select Board*

Mark & Brian from MCO were present, after appearing before the Board several months ago regarding their affordable housing proposal at the Town's MUD District on Pleasant Street. The attorneys have been working for four months on the application and fundamentally, there are no changes to the project. Tonight, MCO is requesting that the Board of Selectmen sign the LIP application to allow MCO jointly submit it to the state's Executive Office of Housing and Livable Communities. Once submitted, the application will be reviewed, a walk-through of the site will be conducted, and the Town will have the opportunity to provide comments on the application. It typically takes 3-4 months for the state to review the application and then will come back with approval. At that point, MCO would then move forward to file with the Zoning Board of Appeals which would be the next step in the process. In the interim, there is a phase 1, 21-E and a title review being conducted. Everything came back fine with one minor question to discuss with the Town Administrator, and the engineer is working on a scope of work to get them started. Once the design work is complete, they will seek a building permit. Mark and Brian are feeling optimistic that everything will go efficiently and expect to be back in front of the ZBA in 3-4 months.

The plan includes 44 units – with 1 and 3 bedroom units, but most are 2 bedroom units. If space becomes problematic, there could be some adjustments in the types of units, but the plan should still be true to the conceptual design. The 40B rentals are based on income, and the market units will be rental market driven. MCO states they will do their best to keep it affordable for residents. They are currently finishing up a project in Lancaster, so MCO would be happy to invite the BOS for a tour and walkthrough of the units.

MCO would like to start construction by next fall, 2024. They will put together a comprehensive package with full design and hope to work through the process fairly quickly. They will also need to work with the Conservation Commission and the Board of Health. They will attempt to work in parallel with the various boards to keep the project moving forward.

On a motion by Selectperson Meehan and seconded by Vice Chair Basbanes, it was **voted to approve** submitting a Local Initiative Program (LIP) application to the Executive Office of Housing and Livable Communities jointly with MCO Associates for the development of 44 cottage style rental housing units at the MUD District property located at 160-164 Pleasant Street, and further approve submitting a letter of support for the project, and authorize the Chair of the Board to sign both the LIP application and letter of support on behalf of the Board. **The vote was unanimous.**

Debt Exclusion Ballot Question for Election on November 30, 2023*

On a motion by Selectperson Meehan and seconded by Vice Chair Basbanes, it was **voted to approve** the following question for the ballot at a Special Town Election on November 30, 2023, and to provide written notice of such question to the Town Clerk in accordance with Massachusetts General Laws, Chapter 54, Section 42C:

Question 1:



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

Yes _____ No _____

The vote was unanimous.

Appointment of Temporary Town Clerk – Brynn Durno*

Brynn is currently the full-time Town Clerk for the Town of Pepperell. She was appointed in Pepperell in March 2020 and was recently certified as a Town Clerk. Chairman Mikol and TA Silva have spoken, and Jason will work on a shared services agreement, salary, and other details. TA Silva stated that Sue can support the performance of daily tasks in the Town Clerk's Office and Brynn, with an eye on efficiencies, would like to incorporate small changes to make things run smoother and have more streamlined processes. She will work in Dunstable for a few hours per week but is also available in Pepperell and can be available outside of her Dunstable hours, if needed by a resident.

On a motion by Selectperson Meehan and seconded by Vice Chair Basbanes, it was **voted to appoint** Brynn Durno as Temporary Town Clerk for a term to expire January 31, 2023. **The vote was unanimous.**

New Business/Old Business

Hometown Hoedown: Chairman Mikol would like to understand how the Police will manage people potentially bringing in their own alcoholic beverages. Also, what is the plan if there is a medical emergency? He would like to make sure that we are prepared for any scenario.

Chief Hoar passed out his plan. He stated that he will have a dedicated officer at the entrance to the event. There will be another officer at the beer truck. And the third officer will walk the perimeter and will monitor the event activities. There are 2 Dunstable officers on duty at the event unless they have to leave to respond to a call. There will be mobile lighting at Dogwood Lane. Police will manage any medical calls until the Fire Department arrives, if needed. As for controlling residents bringing in their own alcohol, there will be signs posted that state "No outside beverages allowed" and, there will be a roped off perimeter that will also have posted signs that state "No Alcohol Beyond this Point."

The Dunstable DPW cleaned up the access road and placed down the gravel. Thank you to the crew for getting that done!

On a motion made by Selectman Meehan and seconded by Selectwoman Basbanes, the meeting was adjourned at 5:51pm. The vote was unanimous.

Respectfully Submitted,

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

Town of Dunstable Board of Selectmen Meeting Minutes



Thursday, October 19, 2023, 6:00pm

In attendance: Chairman Ron Mikol, Vice Chair Leah Basbanes, Selectman Kieran Meehan, Town Administrator Jason Silva, Executive Assistant Sue Fayne

The meeting was called to order by Chairman Mikol at 6:00pm.

Public Forum

Harold Simmons asked what the cost was to the Town for the mailing of the latest version of the Selectmen's Newsletter "What's Happening in Dunstable?" last week. He stated that it seems wasteful to send it out and wondered how many went in the trash vs. were read. Vice Chair Basbanes responded that the cost was \$257 for postage and \$750 for printing. The Board of Selectmen paid for the printing and mailing out of their own pockets, and it did go to every household. They felt it was important to get the information to every house. Still to be determined if it was successful or not.

Chairman Mikol inquired on the status of the Advisory Board and if they were a full board. Tim Stewart was the most recent member appointed, and Leo Tometich has stated that he is willing to rejoin the Board if needed.

Chairman Mikol would like to invite the 350th Anniversary Committee to a future meeting to acknowledge their efforts and appreciation. Sue will coordinate and get them on a future agenda.

TA Silva stated that we sent a thank you note to Lieutenant Governor Driscoll after her visit with Town volunteers and employees.

Vice Chair Basbanes asked if anyone was aware of the proposal in Pepperell to construct a couple of warehouse buildings. They are currently doing a traffic study – the traffic wouldn't be going through Dunstable but would travel Route 3 to Route 111. There are currently 7600 cars driving on Nashua Rd. daily and they are expecting that to increase by 10% a day. TA Silva will follow up with the Pepperell Town Manager to ensure we are kept in the loop.

PFAS at Groton Dunstable Regional High School & IMA with Town of Groton*

This IMA is for phase 1 of the project. TA Silva is concerned that we only have an IMA for Phase 1, without any assurance that Phase 2 happens, which carries a risk that phase 2 would not happen. It was suggested that the town include an exit clause which states that if we don't have an agreement on Phase 2 before the end of January 2024 when Phase 1 needs to start, Phase 1 can be delayed/canceled (or continue on), but Dunstable has control to make that decision.

TA Silva walked through Attorney Brian Falk's email regarding the IMA, reviewing each of his bullets. Question: When Phase 1 is completed, will Groton continue to keep Dunstable residents as a water customer? It does not specifically state that these customers after Phase 2 is complete, will become Dunstable water customers.



Phase 2: There will be a gate in the water line that will be constructed between the intersection of Groton St. and Kemp St. and once construction is completed, that gate will be closed, the systems will be separate, and those residents will then transfer to the Town of Dunstable. However, Dunstable residents on Groton Street, between the Town line and Kemp Street, will remain part of the Groton water system.

Residents with contaminated wells from the PFAS contamination would also be connected to the water infrastructure at no cost, but that is not in the IMA. It would be included in a second IMA for Phase 2.

Question: Is the \$1.9m enough to pay for the system upgrade required to get all affected customers off Groton water. No, that would involve Phase 2. The split cost for Phase 2 is 50/50.

Question: Have we found where the plume has spread at the newly proposed level of 4 ng/L? Our highest recorded reading was 4.3 ng/L. Groton's most recent testing results were less than 4 ng/L. Pepperell has a PFAS issue in their water system, they are compliant currently with MassDEP regulations under 20 ng/L, but they are above the 4 ng/L limitation proposed by EPA. They currently have authorization in place to fund a PFAS filtration system at their Jersey Street well.

Vice Chair Basbanes is uncomfortable without the items discussed being included in the IMA. She asked if a 50/50 cost sharing makes sense for Phase 2. Why is the split 50/50 for Phase 2 instead of the 77/23 like Phase 1? She would suggest we renegotiate the Phase 2 cost share.

TA Silva states the roughly \$3 million cost of Phase 2 could potentially be reduced based on Groton's application to the DEP for a Small Communities water system grant. In addition, if Pepperell is the lead borrower on the \$3.1 million cost share of Phase 2, there's the potential for 20% principal forgiveness in addition to the no interest loan.

The Dunstable overall contribution is still a 21% share which includes the 50/50 cost share for Phase 2. Selectperson Meehan is ok with 50/50 split if we get those Dunstable customers back in 5 years. The anticipated timeline has Phase 2 completed in 2027. Negotiations can include once Phase 2 completes we "flip the switch" and get Dunstable customers back. That would be a good starting point.

On a motion from Selectperson Meehan and seconded by Vice Chair Basbanes, it was voted to Motion - ron wrote it down. **The vote was unanimous.**

Commented [JS1]: Need to motion language.

Special Town Meeting Warrant*

On a motion by Selectperson Meehan and seconded by Vice Chair Basbanes, it was **voted to approve** the Special Town Meeting Warrant to be presented to the residents of the Town of Dunstable at the Special Town Meeting Monday, November 13th:

ARTICLE 1 - Unpaid Bills of FY22 and FY23

ARTICLE 2 – Section 22 - Town Center Zoning Bylaw

ARTICLE 3 – Changing the Board of Selectmen in the Town of Dunstable to the Select Board Special Act

ARTICLE 4 – Groton Dunstable Regional High School PFAS Mitigation Project



and further move that the Board of Selectmen sponsor Article 1 through 4 on the Special Town Meeting Warrant. **The vote was unanimous.**

The Special Town Meeting Warrant closed on October 16th.

New Business/Old Business

Nothing to discuss

On a motion made by Selectman Meehan and seconded by Selectwoman Basbanes, the meeting was adjourned at 7:40pm. The vote was unanimous.

Respectfully Submitted,

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

DRAFT



Town of Dunstable Board of Selectmen Meeting Minutes

Friday, November 17, 2023, 8:30am

In attendance: Chairman Ron Mikol, Vice Chair Leah Basbanes, Selectman Kieran Meehan, Town Administrator Jason Silva, Executive Assistant Sue Fayne

The meeting was called to order by Chairman Mikol at 8:47am.

Goals and Priorities Update

TA Silva reviewed the Goals & Priorities set earlier in the year to provide updates to the Board of Selectmen.

Citizen Engagement

- ✓ Create a Communication Strategy for the Town. To the maximum extent possible, plan out content in advance, identify communication methods and schedule, ensuring increased communications through a variety of channels to reach all demographics of the community. *A strategy has been created, we will continue to work on easier, more efficient tracking and forecasting of content.*
- ✓ Create social media accounts and develop ongoing, regular communications. *Our communications have been ongoing, utilizing all mediums available to the Town: Website Updates, E-Mails to residents, Facebook, Instagram, LinkedIn (limited), and Smart Board.*
- ✓ Support the development and ongoing publication of the Select Board's Resident Newsletter. *Selectmen's Resident newsletter has continued to be available regularly, with the last issue being mailed to all residents homes.*
- ✓ Plan and execute an annual Volunteer Appreciation event. *Event scheduled for Friday, 12/1.*
- Develop a program and curriculum for a Resident Boot Camp to inform and educate residents about municipal operations and how departments function. *Not Started*
- Through an active recruitment strategy, seek to increase resident participation to as close to a 100% fill rate as possible for board/committee positions. *Ongoing work. The Select Board then had a discussion regarding our inactive boards - are there any we would want to re-activate. Potentially the Tech Advisory Committee to provide some technical expertise to ensure we're using our tech grant money for the most critical items. In addition there was a long discussion regarding the Personnel Board. TA Silva will go back and review the Personnel policy to understand where it refers to the Personnel Board for action to ensure there's another path for employees.*
- Work with current board and committee members to plan and execute a Board and Committee Open House as a recruitment strategy to educate residents on the role and responsibilities of our boards/committees and existing opportunities to serve. *Not Started*
- ✓ Organize and schedule Town Administrator in-person and remote open office hours. *2 Sessions conducted so far at Farm House Café.*
- Develop and publicize a Resident Survey. *Jason to resend a previously circulated draft to Board for last look before publication.*
- Create and implement a schedule for ongoing maintenance and regular updates to the Town website. *Ongoing maintenance and regular updates are on track and ongoing.*

Employee Engagement and Team Building

- Create training opportunities for Department Heads & other Town employees by working with them to identify areas of interest and desired development. *Not Started.*



- Create and support ongoing opportunities for staff volunteer projects. *Not Started.*
- ✓ Develop employee recognition programs. *Making a Difference to Your Community program was launched in October 2023.*
- Plan and execute an annual all staff activity. *Not Started.*
- ✓ Continue regular, monthly department head meetings. *Ongoing meetings monthly.*
- Implement regular, annual performance reviews. *In progress - working through a few templates.*
- ✓ Develop and deliver ongoing training to Department Heads on website content creation and ongoing maintenance. *Sue offered multiple sessions over the summer and will offer another again in late Fall, early winter.*

Long-term Financial Stability

- ✓ Organize a financial summit and/or Selectmen retreat. *Held on 11/17/23*
- Continue to build upon the existing financial forecast. *Ongoing*
- Develop a more comprehensive budget document. *The budget document continues to evolve.*
- Improve upon existing departmental budget worksheets. *Ongoing*
- Begin to develop financial policies for the Select Board and Advisory Board's consideration. *Not started.*
- ✓ Begin the budget process earlier and align our local process with the School District.
- Identify and consider sources of additional revenue generation and cost efficiencies. *Ongoing*

Infrastructure and Capital Planning

- Support the implementation of capital improvement projects funded through ARPA and CPC. *Ongoing*
- Develop a Capital Improvement Plan with Department Heads, Select Board, and the Capital Planning Committee. *Ongoing*
- Work with the Conservation Commission and Road Commission to oversee the completion of the Phase II Assessment of Woodward's Dam. *Ongoing*
- Support the Conservation Commission's efforts to implement the Drews Landing Boardwalk project. *Not Started*
- Work with the Town Engineer, Conservation Commission, and Road Commission to finalize a plan to repair/replace/fund Joint Grassbrook culvert. *The signed paperwork has been submitted to the state and we should have funds from MassDOT for design and engineering of the project.*
- ✓ Oversee and manage the repair of the bandstand. *Completed November 2023. We still have \$29k to utilize and if the funds aren't used, the money goes back to the State. We would need to use the money by 2026, when the grant expires. We could investigate replacing the railings, the lighting, etc.*
- Develop a plan to expend the \$50,000 ARPA funding for public safety improvements. *Ongoing. Josh Kelly has provided a proposal for the Fire station, both short term and long term improvements. The wall at the fire station has to be repaired, as it's in danger of collapse with a heavy snow storm. They need to brace the west wall. We will be taking a phased approach to improving the building since the town cannot afford to do it all at once.*
- ✓ Finalize and gain approval for purchase of new fire rescue truck.
- ✓ Work with neighboring towns and state and federal officials to develop a plan to mitigate PFAS at the high school. *Ongoing*

Service Delivery and Operational Improvements

- Seek out opportunities for interdepartmental and regional collaborations, cross-training, and back-up staffing options. *Things are going well with the Town Clerk support from Brynn Durno. Things are also going well with the shared Treasurer/Collector so far, as Andrew works through onboarding both in Dunstable and in Pepperell.*



- Consider options that would provide improved availability to residents for counter services with existing staff.
- Identify areas of improvement to elevate the resident experience in-person and online. *Ongoing*
- ✓ Hire and develop a training, transition, and support program for the new Treasurer/Collector.
- Begin the development of a "playbook" for the town containing office procedures, workflow, systems, and policies. *Not Started*
- Execute the rollout and implementation of Microsoft 365. *Ongoing*

Planning Initiatives

- Aggressively seek out grant opportunities. *Ongoing We will be working on the EV Charging Stations.*
- Formalize project tracking and central repository for all employees and residents to access and view. *Ongoing*
- Create a centralized spot for all grants, requirements, timelines, and progress for employees to track. *Not Started*
- ✓ Manage and execute the Municipal Vulnerability Planning Process. (High)
- ✓ Manage and execute the AARP grant funded walk audit project. (High)
- Work with the Affordable Housing Committee and Select Board to complete updating the Housing Production Plan. *Ongoing*
- Complete the LDA and Lease agreement documents with MCO & Associates for the MUD District affordable housing development.
- Work with the Union Building Committee to support the creation of a plan to implement improvements and identify re-use options. *Ongoing*
- Complete the cybersecurity grant training program. Complete in December 2023.
- Ensure compliance and proper reporting for the Town's MS4 Stormwater Permit. *Ongoing*
- Participate in the Regional Digital Equity Grant Project being led by the City of Lowell.

In addition to the comments and reflections on each of our Goals/Objectives, there were other conversations regarding Town operations. Meeting minutes on the Town Website, for some Boards/Committees, are not being kept up to date. The Board would like a reminder sent out to the committees that approved minutes should be uploaded within 2-3 weeks of a meeting.

Performance Reviews: in addition to discussing some possible models we could work with; the Town will not be moving forward with a 360 feedback model moving forward. The Board of Selectmen and TA Silva discussed looking into the feasibility of implementing a merit base performance evaluation and annual increase model to provide more incentive for employees to perform.

FY2025 Budget Discussions

Based on where we are with budget planning, and the School Districts increases, we will be seeking an override at our Annual Town Meeting. The question was asked, what happens if the override fails? If the override fails, we would be at a \$800k deficit. If we are going to ask our residents for an override, we would want to add back what we had to cut in Fiscal Year 2024: restore municipal services, balance our budget on the town side, and add back the Fire fighter and police officer positions we lost.

The question was asked, could we keep the revenue for the municipal side and have the school own the entire override?



Groton is going for a 3-year override – is that something we want to consider, to go for a larger than a 1 year override?

Chairman Mikol would like to add a non-binding referendum question about remaining in the school district.

Options discussed for override:

- 1 year override for schools
- 3 year override for schools & municipal funding

Future Programs and Initiatives

The Board discussed the Master Plan that was published in 2018, and taking a look at all of the recommended actions by the Committee. The plan would be to go through each of the recommendations and rank them in order of priority.

A lot of time was spent on the Master Plan, and as TA Silva said, first you plan the work, and then you work the plan. As a starting point, you would want to create an Implementation Committee for the Master Plan. That could also include subcommittees, such as an Economic Development Committee and a Land Use Committee to review town land, trails, use restrictions, etc. for potential revenue streams.

The Master Plan recommendations are sorted by implementation timeframe - immediate, short term, intermediate, long term, and ongoing basis. The BOS will work to set the vision of the Implementation Committee and start working on pulling together an Economic Development Committee. Before a committee is pulled together the TA requested the BOS to review each of the items and prioritize them. He would also like them to review the Complete Streets Prioritization Plan.

It was requested that we add the Economic Development Committee & Land Use Committee to the next Board of Selectmen's meeting agenda for additional discussion.

On a motion made by Selectman Meehan and seconded by Selectwoman Basbanes, the meeting was adjourned at 11:37am. The vote was unanimous.

Respectfully Submitted,

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



WINTER LIGHTING REQUEST

Town of Dunstable

NOVEMBER 21, 2023
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA



PATRIOT EMERGENCY COMMUNICATION CENTER

Town of Dunstable

NOVEMBER 21, 2023
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

Patriot Regional Emergency Communications Center

- Current staffing is a Director, and 9 FT employees
- Patriot RECC has an Executive Board made up of 3 representatives from each member community. Each community has an equal vote, it is currently not a weighted vote based on size, financial contribution, etc.
- The Board has voted to support Groton and Dunstable to join the RECC, now all Select Boards must vote to approve
- Patriot would increase staffing by 5-6 dispatchers to accommodate call volume of Groton and Dunstable
- The early estimate on cost is estimated at \$98,000 per year initially, which is slightly higher than what we plan to pay next year
- The state offers incentive grants for new communities entering the RECC which would allow both Towns of Groton and Dunstable to pay ZERO for the first three years of the agreement, if we decide to participate.
- The fourth year, we would be eligible for a 50% reduced rate and fifth year, we would be eligible for a 25% reduced rate.
- All communities currently in the RECC (Townsend, Pepperell, and Ashby) are extremely happy with the level of service being provided.
- Patriot also plans to hire a second IT professional, which would serve each communities' public safety departments, allowing us to save some money on our contract with Umbral, potentially.
- Groton has agreed to continue to allow the Town of Dunstable to use their jail cell, as needed, and intends to staff the station appropriately to allow our existing arrangement to continue.
- The Groton RECC, as explained to me, has had difficulty attracting dispatchers and has had 2 vacancies for an extended period of time.
- Groton currently has 5/6 dispatchers, which Patriot would likely hire as part of the transition, keeping in-house knowledge in place of both Groton and Dunstable.
- If a decision is made soon, the Director believes it's possible, although aggressive, to have it up and running with the two new communities by July 1.

INTERMUNICIPAL AGREEMENT FOR THE SHARED PROVISION OF PUBLIC SAFETY COMMUNICATIONS, DISPATCH, AND OPERATIONS SERVICES

THIS AGREEMENT is entered into by and between the Towns of Ashby, Massachusetts, a municipal corporation with a principal place of business at 895 Main Street, Ashby, MA 01431 ("Ashby"), and Pepperell, Massachusetts, a municipal corporation with a principal place of business at 1 Main Street, Pepperell, MA 01463 ("Pepperell"), and Townsend, Massachusetts, a municipal corporation with a principal place of business at 272 Main Street, Townsend MA 01469 ("Townsend") collectively, "the Member Towns" as follows:

WHEREAS, the Member Towns agree to establish a joint, regional emergency communications service, to provide 911 answering, emergency dispatch, communications, and operational services appropriate to the joint and respective needs of the Member Towns; and

WHEREAS, the Selectmen of the Member Towns have signed a Memorandum of Understanding establishing the broad outlines, objectives, and benefits of establishing a Regional Emergency Communications Center ("RECC"), and said Memorandum of Understanding is incorporated into and made part of this Inter-Municipal Agreement ("IMA"); and

WHEREAS, The Member Towns are legally authorized to enter into this IMA pursuant to the provisions of Massachusetts General Laws Ch. 40, s.4A;

NOW, THEREFORE, the selectmen of the Member Towns, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

1. TERM

This Agreement shall take effect on July 1, 2022, and shall be automatically renewed annually, subject to the time limits imposed under the provisions of Massachusetts General Laws Ch. 40, s.4A, and in no event for a period in excess of twenty-five (25) years, unless earlier terminated pursuant to Section 10, below.

2. ORGANIZATIONAL STRUCTURE

The subject RECC shall operate under the name "Patriot Regional Emergency Communications Center" or "Patriot RECC", and shall be based at 59 Main Street, Pepperell, MA 01463.

- A. Pepperell shall have sole responsibility for conducting the day-to-day operations of the RECC, providing, supervising, and utilizing qualified personnel, and providing all suitable and necessary physical components for dispatch services. All equipment and materials within the base facility will be supported and maintained through an annual operations budget, to be funded as provided in Section 5, below. In all the enumerated

responsibilities, Pepperell's activities shall be subject to policy determinations and specific directives from the RECC Board of Directors established under Section 4, below.

- B. The paid personnel of the RECC shall be Pepperell employees. Pepperell shall have the sole responsibility and authority to hire, terminate, set the compensation for, oversee, direct, manage, discipline and supervise the personnel of the RECC. Although Pepperell shall have ultimate authority and responsibility for personnel, Pepperell may consult with the RECC Board of Directors regarding personnel issues.
- C. Pepperell will make every reasonable effort to initially hire qualified Ashby Dispatchers for the RECC. All post-employment costs of Ashby employees who are not hired by the RECC will be incurred by Ashby.

3. APPLICABILITY

This agreement shall apply only to the administration and operation of the RECC.

4. GOVERNANCE

- A. The Member Towns hereby establish the RECC Board of Directors ("RECC Board"), which shall be responsible for the orderly and effective operations of the RECC, and to which the Member Towns delegate the responsibility for the orderly and effective operation of the RECC, and the authority to make policy for the RECC. In performing its functions relative to the RECC, the RECC Board:
 - (1) shall review the annual operating budget for the upcoming fiscal year, and make any recommendations to the Pepperell Communications Director; and
 - (2) shall call for approval all matters pertaining to solicitation or acquisition of grants and gifts from federal or state sources, or any other person or entity; and
 - (3) shall be responsible for advisory oversight of necessary or desirable communications equipment to operate and maintain the dispatch and communications functions of the RECC, and pursuant to a RECC Board capital plan.
 - (4) shall have oversight of the policies and procedures of the RECC, as well as advisory oversight of its day to day operations and its procedures as they relate to the specific needs of the individual Member Towns.
- B. The RECC Board shall consist of three officials from each Member Town: Police Chief, Fire Chief, and one member of the Board of Selectmen (or their designees), each of whom shall be titled "Member". The Pepperell

Communications Director shall have a seat on the RECC Board, but shall not have a vote in its proceedings.

- C. The RECC Board shall elect a Chair, who will preside over RECC Board meetings, and a Vice Chair, who shall preside in the absence of the Chair, and a Clerk, to take minutes and maintain the records of the RECC Board.
- D. A quorum for all meetings of the RECC Board shall consist of a majority of the Members, provided that such quorum includes at least one Member from each Member Town. Initially, the quorum shall consist of Five (5) Members based upon membership of Ashby, Pepperell and Townsend, and shall be adjusted upward based upon the joining of additional towns. The act of at least two thirds of those Members present and voting shall be deemed an act of the RECC Board. Each Member shall have an equal vote.
- E. Meetings of the RECC Board shall be subject to the Open Meeting Law (Massachusetts General Laws, Ch.30A, ss 18-25). The responsibility for posting meetings and setting agendas shall lie with the Chair, unless the RECC Board, by vote, delegates that responsibility to the Clerk, or some other Member.
- F. The RECC Board of Directors shall meet not less than once in each calendar quarter, as well as on such additional occasions as may be deemed appropriate. Meetings shall be called by the Chair, by the Vice Chair (in the absence or incapacity of the Chair), or by a majority of the Members if it is deemed necessary for the orderly operation of the RECC.

5. FINANCIAL RESPONSIBILITY

The Member Towns shall bear financial obligation to support the administration and operation of the RECC, as follows:

- A. The annual RECC budget shall be prepared by the Pepperell Communications Director and submitted to the RECC Board for their review and recommendation prior to submittal through the Pepperell budget process. The annual RECC budget shall be that amount approved by the Pepperell Town Meeting.
- B. The annual budget of the RECC approved by the Pepperell Town Meeting shall be allocated among the Member Towns. Each Town's allocated percentage portion of the annual budget cost shall be determined by dividing the population of the Member Town by the total population of all Member Towns. Population figures for each Member Town shall be provided based upon the latest available census data and certified by the respective Town Clerks and re-certified annually prior to March 1st.

- C. Payments to the Town of Pepperell from other Member Towns will be made quarterly on July 15, October 15, January 15, and April 15.
- D. For fiscal year 2022 and each year thereafter, the Member Towns will review their actual population figures, and will adjust the percentages paid by each of them to reflect changes in population, as described in Section 5B above.
- E. Any change(s) to the method of allocating the portion of costs among the Member Towns shall require a unanimous vote of the RECC Board, provided that all nine Members (or their designees) are present at the meeting when the vote is taken. changes shall be submitted for review and approval by the Boards of Selectmen of the Member Towns. The Boards of Selectmen of all Member Towns must approve the amendments before they can be incorporated into this agreement.
- F. Cost allocations, as set forth under Section 5, will begin on July 1 of each year.

6. EQUIPMENT AND INFRASTRUCURE

A. Mobile and Remotely Located Equipment

- (1) Each Member Town shall retain ownership of the equipment physically located in that town; such equipment to include (but not be limited to) towers, radios, microwaves, filters, simulcast, and backup generators.
- (2) Each Member Town shall retain ownership of the equipment that is mobile and either located in the Town's vehicles or carried by officers; such equipment to include (but not be limited to) mobile radios, portable radios, pagers, and cellular telephones.
- (3) The purchase, maintenance, and replacement of said mobile and remote equipment shall remain the responsibility of each Member Town and/or Member Town's department. However, at the discretion of the RECC Board, grant funding obtained by the RECC may be utilized upon approval of the Member Town to replace the equipment. Such funding shall not affect the ownership of said equipment or infrastructure.
- (4) The Member Towns shall coordinate the purchase of said mobile or remotely located equipment and infrastructure to ensure that the make, model, or configuration for all system components are compatible and interchangeable.

- (5) It will remain the responsibility of each Member Town to provide insurance, maintenance, and utilities at communication tower sites in each Town's respective bounds.

B. Equipment and Infrastructure (Including Software and Hardware) at RECC Facility

- (1) Pepperell shall retain ownership of all infrastructure located within the RECC facility, including all communication infrastructure and backup equipment.
- (2) The purchase, maintenance, replacement, and insurance of said infrastructure located within the RECC facility shall be made through the RECC Annual Operating Budget. However, at the discretion of the RECC Board, grant funding obtained by the RECC may be utilized to replace the equipment. Such funding shall not affect the ownership of said equipment or infrastructure.
- (3) Pepperell shall apply for grant funding to assist Ashby with the costs of conversion from the PAMET records management system to IMC records management system, including the cost of the IMC software and the cost of data conversion. If the grant application is not successful, Ashby shall be responsible for any cost of the IMC records management system and any data conversion costs from PAMET to IMC.
- (4) Pepperell shall be responsible for any costs associated with IMC software upgrades and data conversion needed to bring the current Pepperell Dispatch Center into compliance with the needs of the new RECC.
- (5) Once the initial IMC integration of the three Member Towns is complete, the RECC shall be responsible for the purchase, license, maintenance, upgrades, and other such fees related to the Records Management System, currently projected to be IMC, and any other software necessary for the operation of the RECC, on an annual basis as approved by the RECC Board. The RECC Board shall establish a requirement for minimum software licenses, Any or all of these fees may be paid for using any source of funding available to the RECC, including grants.

7. RECC SERVICES

The RECC will provide the following services to the Member Towns. This list may be amended from time to time by a vote of the RECC Board, or in an emergency, by the Director of the RECC:

- A. Receipt of the Fire/Police/EMS related Emergency 911 calls and the radio dispatch in response to same. The RECC shall comply in all respects with the

provisions of 560 CMR 5.00: "Regulations Establishing Certification Requirements for Enhanced 911 Telecommunications; Governing Emergency Medical Dispatch; and Establishing 911 Call Handling Procedures."

- B. If it is necessary to provide the caller with pre-arrival instructions, the dispatcher at the RECC will be available to stay on the line with the caller to provide this service.
- C. Processing of Fire/Police/EMS Department radio traffic to emergency responses by the Member Towns' Fire/Police Departments.
- D. The "Toning Out" of staff and notification paging.
- E. Receipt of non-emergency Fire/Police/EMS Department traffic on a regular business line for the purpose of maintaining departmental operations.
- F. Monitoring the activity of all Fire/Police/EMS Department vehicles.
- G. Maintaining a log of all Fire/Police/EMS Department activities.
- H. Monitoring and acting upon Mutual Aid requests.
- I. Providing the daily radio test.
- J. Notifying other Public Safety service agencies, utilities (Gas, Power, etc.), upon request of Fire/Police/EMS Departments of the Member Towns.
- K. Monitoring and dispatching all Fire/Police/EMS alarms received by radio boxes and telephones for properties located in the Member Towns; this applies to the testing of all Fire/Police/EMS alarms. All testing will be performed with the authorization of the Member Towns' Fire/Police/EMS Departments.
- L. Providing communications support to the Highway/DPW Departments of each of the Member Towns, including radio interface with other Town Public Safety Departments, and contact with State agencies, as needed.
- M. Back-filling vehicle information and operator information into the dispatch call.
- N. Logging directed patrols.

8. RECORDS AND REPORTS

The RECC shall ensure the creation and maintenance of all records and reports pertinent to the business of the RECC. All records shall be maintained in accordance with the requirements of the Public Records Laws of the Commonwealth, and in accordance with all federal, state, and local requirements.

9. ADMISSION OF ADDITIONAL MEMBER TOWN(S)

- A. The RECC Board, after consultation with the Member Towns, shall decide, whether to admit additional member(s) to the RECC, and the terms and conditions of such admittance. Admission of additional Member Towns must be approved by a two-thirds (2/3) vote of the RECC Board before being offered for review and approval by the Boards of Selectmen of the Member Towns. The Boards of Selectmen of all current Member Towns must approve the admission of additional Member Towns.

- B. Towns seeking to join the RECC after July 1, 2021, shall be subject to an equipment evaluation, to determine compatibility of current equipment. Said evaluation will be considered as part of the criteria for determining admittance.

- C. New Towns joining the RECC shall be responsible for paying their cost assessment for the operation of the RECC using the same population formula as noted in Section 5, above.

- D. New Towns joining the RECC shall be entitled to three (3) seats on the RECC Board, as structured in Section 4.8 above. The quorum for the RECC Board shall be adjusted accordingly as indicated in Section 4.D above.

10. TERMINATION OR WITHDRAWAL

- A. A Member Town may elect to withdraw and terminate its membership in the RECC by providing written notice to the RECC Board not less than nine (9) months prior to the end of the then-current fiscal year. Termination of membership shall be effective thirty (30) days following the payment of all obligations incurred, but no sooner than the end of the then-current fiscal year. No Member Town shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of termination of membership, including, without limitation, any fees, costs, or expenses attributable to this Agreement.

Following receipt of a notice of termination, the remaining Member Towns may address the impacts caused by the termination by either encouraging other parties to join in the Agreement, or by reducing expenses of the RECC, but until any mitigation actually occurs, the terminating party shall remain liable for its assessment in full until the end of the then-current fiscal year. The type of activities to be taken in mitigation shall be determined at the sole discretion of the remaining Member Towns. All parties to this Agreement agree that the dispatch system is configured, and expenses are committed, based on the understanding that all parties will remain members of the RECC at least until the end of each fiscal year, and that the payments to be made hereunder represent budgeted contractual costs, and not a penalty.

B. If any Member Town defaults on payment of any assessment, or otherwise breaches any provision of this Agreement, such Member Town shall be notified, in writing, by the RECC Board, stating the nature of the alleged default or breach, and directing such party to cure such default or breach within ten (10) days. If such Member Town in default or breach fails to cure said default or breach within ten (10) days, that Member Town shall be subject to termination as a party to this Agreement upon the vote of a majority of those Members representing the Member Towns not in default. The Member Town in default or breach shall not be entitled to vote on its own termination or be entitled to be counted in determining a majority in interest with respect to such vote or any action taken thereunder. The terminated party shall remain liable for any defaulted payment and late charges accruing through the end of the then-current fiscal year.

11. AMENDMENT OF AGREEMENT

With the exception of the allocation of costs of operating the RECC, which is defined in Section 5 above, the Members, individually or collectively, may propose amendments to this Agreement, which must be approved by a two-thirds (2/3) vote of the RECC Board before being offered for review and approval by the Boards of Selectmen of the Member Towns. The Boards of Selectmen of all Member Towns must approve the amendments before they can be incorporated into this agreement and become effective.

12. SEVERABILITY

If any term or condition of this Agreement, or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or more parties would be substantially or materially prejudiced.

13. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the parties hereto submit to review by any of its courts of competent jurisdiction for the adjudication of disputes arising out of this Agreement.

14. LIABILITY AND INDEMNIFICATION

Each Member Town shall be liable for the acts and omissions of its own employees and not for the employees of any other Member Town in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258.

Each Member Town shall indemnify and hold the other(s) harmless from and against any and all claims, demands, liabilities, actions, costs and expenses, including reasonable attorney's fees, arising out of the indemnifying Town's breach of this Agreement or negligence or willful misconduct of the indemnifying

Town, or its agents or employees. No Member Town in entering into this Agreement has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

15. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto in accordance with Section 5 and Section 11.

By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This Agreement is by and between the parties which have executed it, and each represents that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person or entity. This Agreement is not intended to confer third party beneficiary status on any person. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

16. MUTUAL AID

This Agreement shall not affect any pre-existing, independent relationship(s), or obligations between the parties on any other subject or between the parties and any other third party or parties, including, without limitation, "mutual aid" agreements.

17. FORCE MAJEURE

None of the parties hereto shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party (e.g. riot or institutional disturbance, natural or man-made disaster).

Signature Page

For the Town of Ashby Selectboard


David Nadeau
Chairman, Ashby Selectboard

Date

9-30-21


Matthew Leonard
Clerk, Ashby Selectboard

Date

9/30/21


Catherine Biliouris
Ashby Selectboard

Date

9/30/21

For the Town of Pepperell Select Board


Margaret Scatsdale
Chair, Pepperell Select Board

Date

9/28/21


Anthony Beattie
Clerk, Pepperell Select Board

Date


Mark Mathews
Pepperell Select Board

Date

9/29/2021

For the Town of Townsend Board of Selectmen


Veronica Kell
Chairman, Townsend Board of Selectmen

Date

12/1/2021


Joseph Shank
Vice-Chairman, Townsend Board of Selectmen

Date

11/21/2021


Charles Sexton-Diranian
Clerk, Townsend Board of Selectmen

Date

11/20/21



41 LOWELL STREET

Town of Dunstable

NOVEMBER 21, 2023
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

1. Why do you consider this to be the best option for the town?

As many residents are aware, the Town has had multiple, significant fiscal struggles over the past two to three decades. It is our job as a community to enhance the town to the best of our abilities as citizens and taxpayers. We have a wonderful town with a great school system; however, we are constantly witnessing the regional school system's growth outstrip the tax revenue in town year over year. Many single-family homes have been built in town and have been received well over the years. These homes have also had an impact on the town with regards to the school system as well as the municipal government. As the town boards have discovered, mostly by discussion, even on a small scale, bringing a couple of commercial business into town or an even couple of restaurants, will not help balance the budget since all that we collect are the residential real estate taxes (as we have no commercial RE tax). Even combined with any local food or beverage tax that you bring in, this still will not support the growth of the schools, let alone help the municipal budget balance itself over the next decade.

Here is a quote from the "Dunstable What's Going On #9 on the fiscal state of the town for FY25.

(Considering these adjustments, the FY25 projected budget DEFICIT has ballooned from \$399,491 to \$1,067,093.)" This budget could have the following impact to the town based on a 1mm shortfall from FY25: Laying off 4 to 5 Full time police officers, laying off ALL call fire department per diem shifts and we would then rely on a purely volunteer fire department. In a recent interaction with the Town, Lt. Governor Kim Driscoll pointed out to the Town Board of Selectmen that our school enrollment is inverted (which is why we cannot rely on Chapter 70 contributions from the State of MA) and that the Town has ONE single asset, which is land. The Lt. Governor suggested that if the Town has an opportunity to embark on a 55 plus community, that we could greatly benefit from the added tax dollars that are not focused on the school system, as we have no other resources to monetize.

The Brattle Farms site has been extensively studied to assess the highest and best use of this land. Alternative development options have included commercial farming (Bright Farm Lettuce) and solar/PV energy generation (Borrego Solar). In addition to location, the fact that this site will be developed by 2 family members from Town, one dating back to the 1870's and the other the 1940's, we would hope that would bring a level of comfort to the community. Both Jim and Matt bring many years of experience with various successful development projects within multiple MA communities resulting in tax benefits for towns resulting and more ability to sustain their communities.

The proposed development would serve an existing need for affordable and market rate senior housing in the community and region. Most beneficial to all current taxpayers, it would result in a significant fiscal benefit for the Town and would not burden local schools. A development of this type is the least impactful and most beneficial use of land possible based on our years of research and engineering.

The proposed location is situated perfectly near town center and with convenient access to highways. Brattle Farm also has close access to upgraded municipal water and electrical grid and is greatly set back from the street, lessening the visual impacts to passersby and ensuring that it would be greatly hidden from sight. This location has been documented in both the TOD affordable housing documents as well as the TOD Master Plan as an appropriate and feasible location for affordable housing.

The benefit of this project for the Town's Water Department should not be understated. The Town has recently incurred water infrastructure improvements to the tune of around \$3-4m, yet we have one of the smallest municipal water systems in the Commonwealth, resulting in higher per capita costs to rate payers. This has led to several rate payers opting to switch to private wells, which only exacerbates the problem. This project would help support the water enterprise fund with new water connection fees and over \$400k in annual water usage, which will help service the new debt on the water infrastructure.

Other benefits of the project include the creation of recreation space, public walking trails, the preservation of wetlands and open space, and the provision of a new DPW facility, discussed below.

Additionally, this community would offer a common area for its residents and act as a senior center for the Dunstable seniors, which they have never had. This will create a new experience for those that would prefer to stay in town and currently have no housing options to downsize from often larger single-family homes and remain rooted in the community.

2. This project should be presented to the public at an open forum with advertisement, not just through a meeting of the Selectboard. Allow for comment period so that BOS can consider these comments.

Not only are we supportive of this, we will be participating in public outreach as on-site Q&A's as well as working with the Board of Selectmen to determine the best forum for that to take place. As a LIP/ "friendly 40B" proposal, this project is intended to be a joint, cooperative endeavor between Brattle Development and the Town of Dunstable. Brattle Development is committed to working

collaboratively with the Board of Selectmen to arrange for this outreach and ensure that residents of Dunstable are informed throughout the process.

3. The BOS and other town departments should be allowed to properly review the site plan and other materials. Before submitting written comments on the community's behalf, the BOS should be allowed to solicit comments from relevant local boards, staff and the public.

The 40B Law requires us to submit to the local authorities for board reviews and they do have a significant period for these mandatory reviews.

4. Direct abutters should be given notification of this and be given the opportunity to provide input and what potential impact this will have on them, economic, quality of life etc.

Brattle Development has a transparent vision of this project and will discuss individually with each abutter regarding their feedback.

5. Provide a site plan for review.

A site plan dated February 9, 2023, prepared by Kelly Engineering Group, has been presented to the Board of Selectmen. A copy will be provided for posting on the Board's website together with other materials relevant to the project. As the project progresses, updated drawings will be made available to the town through the building department or the Town Administration.

6. Provide a draft septic/sewer treatment design. A statement was made that this project is an improvement to current conditions because the treatment system will remove the farming nutrient loading that is occurring. No farming there for decades, only hay fields that have been mowed. Please justify that statement.

Although the site is currently not being actively farmed, it remains available for this use, and there have been previous proposals to develop it with commercial farming. The development of the project would eliminate this possibility.

At this early stage in the planning process, the project site plan is a preliminary concept, and the septic/sewer treatment system has not yet been designed. Given the great cost associated with engineering and design, septic/sewer design takes place after a project is fully designed and conceptually approved because the system must be designed based on the final project specifications, including layout and approved unit/bedroom count.

The septic/sewer treatment system will be designed in accordance with all state and federal environmental regulations under MassDEP's Ground Water

Discharge Permit Program, 314 CMR 5. Further details will be made available as project plans are advanced through the permitting process. The preliminary details of the system will be available for review (and peer review) during the ZBA comprehensive permit review process.

7. Provide preliminary stormwater management design. Conventional? LID? How much impervious area is being created with this project?

The project proposes approximately 338,981sf of total impervious surfaces, including buildings, roads, parking areas, and sidewalks. This represents about 13.4% of the total land area of the site.

The project will handle stormwater primarily through a series of surface retention ponds, which will collect stormwater and allow for it to be released gradually into the ground through infiltration and controlled discharge. This system will be preliminarily designed and available for review during the ZBA comprehensive permit review process. It is important to note that although this project is proposed under Chapter 40B, it will be subject all applicable requirements of the Massachusetts Stormwater Management Standards (MSWMS), as overseen and implemented by the Dunstable Conservation Commission, as well as the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) requirements.

8. How much fill is expected to be brought in? The soil conditions are not optimal for the number of plantings that was stated to be done.

The amount of fill required to build the project is not yet known, but excessive amounts of fill are not anticipated since the project does not contemplate the use of subsurface drainage structures (which sometimes require importing fill to create separation to groundwater) or basements.

With respect to existing soil conditions, a geotechnical engineering investigation of the site was conducted in 2019 in connection with prior site development investigations. A copy of this report can be made available. This study found that the site contains topsoil/loam 5-12 inches thick, which overlays native gravelly soil as far as 27 feet below grade. Groundwater was encountered 5-11.5 feet below grade.

All landscaping/planting will be selected based on their ability to thrive under the given soil conditions.

9. Remove the proposed house units that are near the pond.

This is not proposed at this time, as these units are expected to be among some of the most desirable units in the project, given their picturesque proximity to the pond. However, the project site plan has ample “slack space” for layout modifications.

10. Recommend the BOS has peer review done of the submitted Financial Impact Analysis and project layout.

As part of the LIP process, we will assist the town with their fiscal impact analysis as well as utilize our initial fiscal impact study as reference.

11. What are the actual costs to the town? Marginal Cost Method states limited measurable impact except on fire and police. Back those number up with a consideration of all factors including potential for children.

As explained in the Fougere Planning & Development fiscal impact study provided to the Select Board, the Marginal Cost Approach has been used because it provides a more realistic methodology than the Per Capita Multiplier Method to estimate and measure developmental impacts based the projected cost of maintaining existing “levels of service” for public services in Dunstable. As noted, we would welcome a peer review of this report to confirm its projections.

Regarding school impacts, Fougere Planning & Development has extensively studied the issue of school age children in age-restricted communities and determined that although there is a nonzero chance that a very small number of children will reside in age-restricted developments, this is an exceptionally rare occurrence. Specifically, in a survey of 21 age-restricted communities with a total of over 1,200 total residential units in eastern Massachusetts and southern New Hampshire, only 5 school age children were found to be residing in these locations – an average of .004 per unit. Moreover, the very rare presence of school age children in age-restricted communities may be temporary, associated with unforeseen life events (such as a divorce that requires a child to temporarily reside with grandparents).

In sum, statistically speaking, age-restricted developments simply do not draw school age children at a rate that is statistically significant enough to result in any measurable fiscal impact to the Town. Based on Lt. Governor Kelly Driscoll’s statement to the town regarding this statement, the Lt. Governor agrees with far less impact on the school system than a BOS member has indicated.

12. This project it is stated will be done in 2-3 years. Consideration of impact on inspectional services, especially during construction?

The Comprehensive Permit process alone is expected to take up to a year, if not more, followed by other permitting needed for the project, completion of final construction documents, securing financing, etc. Once all approvals are secured, site preparation and infrastructure work will commence, followed by building construction. Based on this, it is not anticipated that the project will be complete within 2-3 years. Once building construction commences, the project will be built in stages, starting with the single-family and duplex units, with the garden-style buildings completed last. Therefore, the units in the project will come online in a staggered sequence over the course of several years, possibly 6-7.

In instances where a municipality does not have the staffing or capacity for administrative oversight (code compliance review, permit application review, inspections, etc.) Chapter 40B allows municipalities to outsource this work to third-party reviewers and for reasonable review costs to be covered by the developer if this is authorized by a specific Town regulation and available both 40B and non-40B development alike.

13. Reduce the number of units! 156 units is an outrageous number of new homes in a small town like this. With only the bare minimum of 25% (39 units) contributing the SHI, this project is adding 117 more homes in town increases the demand for more required affordable housing. If you really want to help the town, reduce the overall number of units and increase the number of affordable ones so that the town does not have to go through this again for a very long time. This proposal is certainly not the nature of this town and is certainly oversized for what the town needs for additional SHI. Ouroboros!!!

The proposed unit count was selected to help amortize the high costs associated with site development. Based on how the Department of Housing and Community Development (DHCD) maintains and calculates the Subsidized Housing Inventory (SHI), the affordable units in this project will be immediately countable on the Town's SHI upon their approval by the ZBA, whereas the market rate units will not be reflected on the SHI until after the 2030 U.S. Census. Assuming the project is fully built by 2030, 12 of the project's 39 affordable units would "keep pace" with the 117 market rate units for purposes of the Town's Subsidized Housing Inventory (SHI), while the other 27 would represent "forward progress" towards 10% affordability.

14. Increase the number of affordable units. Lower the % AMI to 60% and really assist the lower income need. The town's AMI is quite high.

Based on community feedback received to date, the project team sees the market rate units as providing a significant community benefit by creating a new housing option for seniors looking to downsize and remain in the community. Based on local AMI and demographics, it is to be expected that reducing the

affordability threshold to 60% of AMI would mean that fewer local seniors would qualify for these units. Additionally, doing this (or increasing the number of affordable units) would negatively impact the project's pro forma – potentially to the point that the project would become unfundable.

15. This project proposes a potential population increase of 788 residents using the 2+1 rule of occupancy. That is nearly a 24% increase in the town population in 3 years. Is this really something that is wanted/needed?

The so-called “2+1 standard” is an informal policy consideration pertaining to the establishment by private landlords of maximum allowed occupancy policies within low-income residential communities to avoid Fair Housing discrimination complaints. It suggests capping occupancy of units to a maximum of two persons per bedroom plus one additional person.

The occupancy of the units in this project is expected to be much lower – in most instances 1 to 2 persons per unit.

16. If federal law requires 80% of age restricted development to have 1 person 55+, then that leaves 31 units NOT age restricted, which means children. Provide analysis and projection of impact on schools for this? Which units (1, 2, 3 bedroom) would not be age restricted?

See response to Question 11.

The project will be designed and marketed as a FULLY age-restricted community and none of the units will be designated as non-age restricted. The reference to 80% represents the minimum number of units that must be occupied by seniors for the community to qualify for protection under the federal Housing for Older Persons Act (HOPA).

17. The Senior Center would be owned by the Housing or Condo Association or whatever establish. This association could change terms. What makes use of that building for our seniors perpetual and solid? The residents of this new community may decide that they don't want to share their facilities.

The Dunstable seniors have never been afforded the ability to utilize a facility or building that has been designed around the needs of the seniors. Fortunately for our Dunstable seniors, Brattle development will have a clause in ALL of the deeds that allows the Dunstable seniors to utilize designated areas with the proper scheduling. This means that all homeowners agree to this prior to closing. We are proud to say that we have a place where seniors can gather regularly and can enjoy a new state-of-the-art facility including a kitchen, gym equipment as well as a proposed swimming pool.

18. Is there really a market for this many units here? What if they don't sell? Then the town has 3 giant 3-story buildings sitting there. There is an explosion of building in our surrounding towns that have more services and amenities available. Prove that there is a need for a project of this size.

Our development will be started on the single and duplex units and spread out over a series of years, possibly pushing us to a 2030 project completion. The marketing studies indicate a robust residential market and a need for housing of this type. This information has been submitted to the Town Administrator and is available to anyone who would like a copy.

19. Stated that there would be walking trail access to Westford St. Tully does not own frontage on Westford St. National Grid owns that land (which is the power line) between this parcel and Westford St. The abutting property is controlled by the Cemetery Commission, permission would need to be obtained from them.

We are agreeable to working with the Dunstable Cemetery Commission and/or National Grid to obtain access to Westford Street. This idea is not a must, however, and would certainly assist people with walking to town center or exercising without having to navigate Lowell Street or Route 113. Currently, there is an unmaintained path in this area from the Brattle Farm property that runs into the cemetery today and could potentially be utilized for this purpose.

20. What is the price value associated with the garage? Has there been an appraisal of the garage done? Are you giving or selling the garage to the town? Please clarify intent.

Please see our response to Question 33, this is answered there.

21. The "conservation land" to the south, how is that to be actually preserved, will it be a CR, donated to a land trust, or the Conservation Commission, or to Mass Fish & Wildlife?

We would propose for the undeveloped land on the project site to be placed under a deeded use restriction (e.g., Dunstable Rural Land Trust or similar) after receipt of all regulatory approvals needed to construct this project. However, we would be agreeable to other noted options for preservation of the land if one is preferred.

22. Town department & community input should be provided, and conditions & agreements on the community benefits to the town, the garage, the conservation land, should be memorialized before a Land Development Agreement is signed.

Please see our response to question 2, this question is addressed there.

23. What land is proposed for "conservation" (map, acreage)? Would it be a donation? Who would hold title? How would it be restricted?

See response to question 21.

24. How many acres to be developed?

Our total acreage is approximately 75, the project will include approximately 9 acres+/- of impervious surface development, including roads, parking areas, and buildings.

25. What is the current condition of the proposed highway garage? Current appraised value? Would this be a donation to the Town? Explain "Town DPW Barn". What about other Dumont garage?

Please see response to question 33.

26. Who would own/manage apt. buildings?

The residential buildings would be owned by a condominium association or HOA to be created after construction of the project but prior to occupancy.

27. Has the site been inspected for possible past hazardous waste disposal?

Phase I and Phase II environmental site assessments were both conducted in 2019 & 2022 by Parker Environmental Corp. and SLR International. Test wells were drilled, and water tested for 12 months, neighbor's basements also neighbors well water were tested. Based on lack of findings after 12 months, it was suggested that the site audit is closed, and no further actions are necessary.

28. Will steps be taken to limit light pollution?

Absolutely, lighting will be a large part of the design in this neighborhood. Keeping with the character of the town, we will ensure that our fixtures be Dark Sky compliant and sized based on minimizing light spill outside of the areas of the site where it is needed for safety. Daylight LED lighting will not be designed into this setting unless mandated by building codes.

29. Could you please point to the law/regulation that stipulates that 80% or greater of the units must have at least one person over-55 occupy the units? Are there ways to increase the 80% minimum?

The law in question is the federal Housing for Older Persons Act (HOPA). Information about this law is available at https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_housing_older_persons.

Although HOPA allows residential communities to qualify for HOPA protection with as low as 80% age-restricted units, our intent is to design and market all units for occupancy by seniors and has no intent to make any unit's non-age-restricted.

30. Size of the project is too large. Apartment buildings are out of character with the town. Influx of 156 units x 2+ people each (or so) = 300+ new residents. 10% increase in the town population.

Based on the lot area of the development site (over 75 acres total), the proposed unit count comes out to just 2 units per acre, which is a level of density that is significantly lower than has been approved under Chapter 40B in similarly rural communities. In fact, this density is common in many communities for by-right residential development.

The actual number of residents of this project is difficult to predict, but 2 residents per apartment is higher than the developer projects. Since the units would be age-restricted, a few of the units are likely to be occupied by single, widowed or divorced residents living alone. Regardless, the number of residents can be accommodated by local infrastructure and will result in a net fiscal benefit to the Town.

Moreover, the development of the entire site is projected to take years, with the duplex and single units built first and the garden-style buildings last, which will space out the new residents over the next 7-10 years.

31. Traffic concerns. The corner of Lowell and Main St. gets backed up already and is going to get more dangerous with the additional traffic.

Residents in age-restricted communities typically have less need to drive during peak commuter hours since many residents are retired or semi-retired. The increase in remote work has furthered this trend by enabling more people to work from their homes. The proposed development is estimated to generate approximately 56 vehicle trips (18 entering and 38 exiting) during the weekday morning peak hour and 66 vehicle trips (40 entering and 26 exiting) during the weekday evening peak hour. This is approximately one vehicle per minute during these peak traffic periods – an increase that is so small that it would not be perceptible. Please feel free to find a copy of our traffic impact study in our submittal packet.

32. Finances are misleading. For example, they stated on the slide presentation to the BoS that the cost of students from the project going to our school system would be \$0.00. It is likely that the project will have school age children, thus school costs associated with them. A check with fire/police to see if they agree with numbers is also warranted.

Please see the response to question 11.

33. They said the garage would be a gift to the town worth 4 million. Also then said might be a partial gift. But how much would it cost the town to renovate it to required standards? Need to nail down what the transaction is going to net in costs/benefits.

Our proposal is to renovate and repair the existing commercial building back to its pre fire condition and either donate the property to the Town or some other means to ultimately get the property "DPW Building" back to the town. If warranted, this may also include the construction of a new access way to enable DPW vehicles to access this site directly without needing to use the project's access road.

Considering the value of the land and estimated cost of renovations, the value of this donation is at least \$2-3 million – potentially as high as \$4 million if the property were to be renovated by the Town using prevailing wage laborers.

This offer would be contingent upon the Town's support of the project under the Local Initiative Program (LIP) (a/k/a "friendly 40B") with the proposed density of 156 units. We are agreeable to entering into a Land Development Agreement (LDA) or a long-term lease with the Town of Dunstable to memorialize this commitment.

34. Communication to townspeople needs to occur, and soon! Perhaps in the BoS periodical email 'what is going on' update? Facebook, Next-door, etc. A public forum should also occur and be well advertised.

See response to question 2.

35. Instead of building a senior center on the property, they should give funds to rehabilitate the old Swallow School for a senior (and multipurpose) facility.

We support the restoration of the Union building in town. However, one of our primary goals for this project is to provide attractive housing opportunities for local seniors interested in downsizing but who wish to remain in the community they love while also drawing new seniors from surrounding communities. In this way, the Brattle Farm residences will become the "epicenter" of senior living in the Town of Dunstable and surrounding communities. The proposed senior center makes sense in this location for all these seniors by providing a location

near their homes where they can gather and interact with their neighbors without needing to drive to a different location. In addition to residents of these homes, Brattle Farm proposes to open the doors of this senior center to all local seniors bringing together all seniors regardless of where they live in town.

36. What is the absolute minimum number of units they feel they need to move forward with their "friendly" 40B development? For example: would they be willing to eliminate one of the garden apartment buildings and make the remaining two buildings two story?

The proposed number of residential units (156) was selected based on the need to amortize site acquisition and development costs (including, notably, sewer/septic treatment) and subsidize the costs associated with the public benefits that the project will offer to the Town of Dunstable (affordable unit subsidies, DPW yard, public senior center, public trails, dedication of open space, etc.), and generate a modest, reasonable profit to justify the investment of time, effort, and capital. If the number of units were to be reduced, it would not be financially feasible to offer the public benefits that the project currently proposes.

The proposed represents the highest and best use of this property and as discussed above will result in fiscal benefits to the Town of Dunstable that far exceed the fiscal impact of the project associated with demand for public services.



BUILDING ENVELOPE STUDY

Town of Dunstable

NOVEMBER 21, 2023
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA



371 Dorchester Ave
Boston, MA 02127
Phone: 617-464-4260
Fax: 617-464-4160
Website: www.brsinfo.com

November 8, 2023

Revised: November 12, 2023

PROPOSAL FOR SERVICES

Building Envelope Condition Study and Design Services
Dunstable Fire Station
28 Pleasant Street
Dunstable, MA 01827

Prepared for:

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

Prepared by:

BRS/Building RECON Services
A BRS//Building Restoration Services Corp entity
371 Dorchester Avenue
Boston, MA 02147

BRS/Building RECON Services is pleased to submit this *Proposal for a Building Envelope Condition Study and Design Services* for 28 Pleasant Street in Dunstable MA. The objective and scope herein are based upon your request and RECON's review of the existing exterior envelope conditions with Chief William Farrell at the site on November 3, 2023. During our site visit, we met with Chief William Farrell and briefly reviewed the condition of the exterior walls and roof cladding.

The Fire station building located at 28 Pleasant Street in Dunstable, MA is a one-story building clad with single-wythe concrete masonry unit (CMU) exterior walls. The roofing systems are comprised of both low-sloped and steep-sloped systems clad in EPDM roof membrane and asphalt shingles respectively.



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While on site, we observed evidence of out of plane movement of the CMU exterior bearing wall above the attic floor level, on the south elevation of the building. In addition, we observed considerable deterioration of the CMU and mortar at the exterior wall on the north elevation. We observed cracks in the CMU exterior walls and rotted wood on all elevations of the building.

Based on our site visit and discussions with you and Chief Farrell, BRS/Building RECON Services is herein proposing to visit the site and complete a visual study of the exterior envelope at the interior and exterior from the ground and from a ladder. In addition, RECON is proposing to assist the Town with preparation of construction drawings for long-term repairs to the envelope as well as preparing bid forms.

BRS/Building Restoration Services is a specialty restoration company founded by Mr. John Childs, now with over thirty (30) years of experience in the construction industry. In early 2017, BRS founded a new division, Building RECON Services. Building RECON Services provides building envelope consulting services, preventative maintenance programs, and a design-build approach to building envelope repair, replacement, and maintenance. The scope as proposed herein will be managed and executed by the Building RECON Services group.



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PROPOSED SCOPE AND FEE

RECON will visit the site and complete a visual study of the exterior envelope at the interior and exterior from the ground and from a ladder. Once the field study is completed RECON will prepare and issue a written report to include observations, commentary, conclusions, recommendations, and available options for repairs which will include pricing. RECON will prepare hand sketches for immediate/temporary repairs as well as construction documents for long-term repairs, and bid forms that the Town may use for bidding the project to qualified contractors.

Specifically, the scope and fee include the following:

| Scope Item | Budget |
|---|-----------------|
| <i>Field Study Phase:</i> RECON will provide one (1) Building Envelope Principal to visit the site for four (4) hours to perform a visual study of the exterior envelope at both the interior and exterior, from the ground and from a ladder. | \$1,200 |
| <i>Written Report:</i> Once the field study is complete, RECON will prepare and issue a written report to include the following: <ul style="list-style-type: none"> • Observations and representative photographs • Commentary • Conclusions • Recommendations • Budgets for recommendations | \$1,200 |
| <i>Sketches:</i> Once the field study is completed, RECON will prepare and hand drawn sketches for emergency/temporary repairs to the south exterior wall. | \$ 600 |
| <i>RECON – Building Envelope Condition Study Total</i> | \$3,000 |
| <i>Construction Documents Phase:</i> Once the investigation phase is completed, and upon the direction of the Town, RECON will prepare stamped construction drawings for the long-term envelope repairs that may be used for bidding, permitting, and construction. | \$11,000 |
| <i>Bidding Phase:</i> Once the construction documents are completed, RECON will prepare bid forms that the Town may use to bid the project to qualified contractors. | \$ 800 |
| <i>RECON – Construction Document and Bid Assist Total</i> | \$11,800 |



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Note: RECON's study proposed above includes a hands-on visual review of the exterior cladding from the ground and from a ladder. No lift access will be provided.

- Water testing.
- Making repairs during our study.
- Lift access.
- Making sample openings to review concealed structural damage or deterioration.

RECON has provided *Terms and Conditions* below that are part of an integral to this *Proposal for Services*. If you are prepared to proceed with the scope as described, please let us know and we will forward a DocuSign for final execution, at which time you can return one fully executed Proposal to BRS with the deposit. In the meantime, if there are questions, comments, or concerns, please do not hesitate to contact me directly at 978-877-3447.

Respectfully,
BRS/BUILDING RECON SERVICES

Joshua Kelly, RA
Director/Building RECON Services

Accepted and Agreed to (Town of Dunstable - C/O Jason Silva):

Signature

Date

Printed name

Title



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Terms and Conditions

1. This Proposal represents the entire and integrated Agreement between The Town of Dunstable (the Client) and BRS/Building RECON Services (the Contractor). The term the Client, or Clients shall be understood to mean The Town of Dunstable and/or the owner of 28 Pleasant Street, Dunstable, MA.
2. The above quoted amount or dollar sum is for purposes of this Agreement (the Contract Sum). The above quoted budget is proposed to be billed on a lump sum basis. If in the event additional hours are needed, BRS will only proceed with those hours upon written approval from the Client.
3. The scope of the Work is described above. Scope required or requested that is in addition to or above-and-beyond that described above, shall be provided under the cover of either a separate Proposal or a Consultant Change Order.
4. Payment terms are as follows; RECON shall provide invoices monthly (e-mailed) for work completed, with invoices due fourteen (14) days from the date on the invoice.
5. The Client agrees to provide RECON with access to the building interior and site as necessary for the performance of the Work. This includes access to the work site, and/or the building and grounds for performance of the Work, loading and unloading materials, and storage of materials as may be needed. The Client shall provide RECON with electricity and water for use in the performance of the Work, if required.
6. The following are excluded:
 - a. Scope above-and-beyond or in addition to the above.
7. Water will penetrate the building components and/or work its way to the interior spaces during the testing. RECON will take all possible precautions to limit the amount of water penetrating the building and interior spaces. However, it is necessary to apply enough water to the building envelope components that it manifests in the interior. Accordingly, RECON does not assume nor take any liability associated with interior water contact, and resultant damage to the building construction or interior contents including but not limited to structural framing, claddings, finishes, and building contents.
8. In the event of a dispute between the Client and the Contractor, the Client agrees that the Contract Sum or any remaining amounts and/or amounts due will not be withheld as a means or method of settlement of the dispute. Disputes will be settled in accordance with standard design and construction industry dispute resolution procedures. In all cases, RECON's liability is limited to the fee billed and paid.
9. Work hours shall be as agreed upon with the client and BRS.

YOUR ONE SOURCE SOLUTION FOR BUILDING RESTORATION



APPOINTMENT

Town of Dunstable

NOVEMBER 21, 2023
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

Dear Dunstable Board of Selectmen,

I am writing to express my interest in joining the Affordable Housing Board of Trustees. I am passionate about expanding affordable housing opportunities in our town, and I would like to be of assistance to the mission if possible. I know the town is in the midst of a budget crisis, and increased housing represents one part of the solution.

Our town desperately needs increased housing options, and yet it seems like we've struggled for years to get these projects moving. The latest MCO proposal for Pleasant Street seems like a great start, but clearly more needs to be done.

While I do not have direct experience serving on a housing board, affordable housing issues have been an important cause for me over the years. I have taken it upon myself to learn about the challenges of providing quality, affordable homes.

As a stay-at-home mom with a school-aged child, I have availability during daytime hours, and I can make occasional evening meetings work as needed. I am highly organized and detail-oriented, skills I refined during my previous career in scientific research and data analysis.

I believe my passion and my skills would make me an asset to the Affordable Housing Board of Trustees. I hope you will consider me for this important role. Please feel free to contact me if you would like to discuss my interest and qualifications further.

Thank you for your consideration.

Sincerely,
Kelley Escalada



ECONOMIC DEVELOPMENT & LAND USE COMMITTEES

Town of Dunstable

NOVEMBER 21, 2023
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

Economic Development Committee

Composition

- Comprised of 7 members
- Ideally the composition of the Committee will include members with expertise in real estate, business, finance, farming, planning, historic preservation, construction, and land use.

Purpose

- Implement the Economic Development section of the Master Plan.

Responsibilities

- Identify opportunities to establish additional businesses within the community consistent with the Town's character.
- Identify best areas of Town to locate businesses.
- Outlining the types of businesses that would build upon the strengths of the community such as cafes, farm- to-table restaurants, country stores, farm stands, antique shops and artist lofts.
- Seek input from current business owners to assist the Committee in understanding both the assets and liabilities, from a business owner's perspective, in doing business in Dunstable.
- Pursue the development of design guidelines for Dunstable Center to emphasize the historic significance of the community and attract the types of businesses that would thrive in this environment.
- Review necessary changes to the zoning bylaw to allow businesses such as bed and breakfast facilities and restaurants.
- Work with the Agricultural Commission and local farms to develop a list of existing farms and their goods and services, and help promote the products available through Dunstable farms.
- Promote the use of recreational areas for nature tours, environmental studies and cross-country skiing to provide additional incentive for visitors to support small businesses in Dunstable.

Land Use Committee

Composition

- Comprised of 7 members
- Ideally the composition of the Committee will include members with expertise in real estate, business, finance, farming, planning, historic preservation, construction, and land use.

Purpose

- To research town land, determine its suitability for future uses, and make recommendations to the Board of Selectmen.

Responsibilities

- Identify all town-owned land.
- Work with relevant Town committees, departments, and staff to identify available town-owned property or town-owned parcels which may become available in the future for re-use, development, and/or redevelopment.
- Review and analyze current Town-owned parcels, zoning, and restrictions.
- Based on size, proximity to infrastructure, zoning, and environmental considerations, determine possible future use options of town-owned parcels.
- Make recommendations to the Board of Selectmen and Planning Board of any zoning amendments necessary to allow for future use of parcels consistent with the character of the community.
- Work with the Economic Development Committee, when appropriate, to coordinate planning for future use of Town-owned land.
- Review previous Town Reports and studies to ensure land use analysis is consistent with Master Plan recommendations and any other prior planning efforts.