



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

BOARD/COMMITTEE/COMMISSION: Board of Selectmen

DATE SUBMITTED TO TOWN CLERK: Aug 17, 2023

AMENDED 8/21/2023 9:30am

MEETING DATE: Tuesday, August 22, 2023 TIME: 5:00 PM

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

Topics the Chair Reasonably Anticipates will or could be Discussed:

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

SCHEDULED AGENDA

5:00	1.	<i>Call to Order</i>
5:01	2.	<i>Public Forum</i>
5:10	3.	<i>Joint Meeting with the Water Commission – PFAS at GDRHS*</i>
6:00	4.	<i>Public Hearing: National Grid New Pole Line River St.*</i>
6:15	5.	<i>Facility Use Request: Concert Committee – Bell Ringers*</i>
6:20	6.	<i>Memorandum of Understanding: Regional Safety Action Plan, Greater Lowell Vision Zero*</i>
6:30	7.	<i>Fire Department Donation from Brattle Development LLC*</i>
6:45	8.	<i>New/Old Business</i>
7:00	9.	<i>Adjourn</i>

*Votes likely to be taken

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

You can watch Board of Selectmen meetings at the following link: <https://www.youtube.com/@townofdunstable3179/>

PFAS AT THE GROTON DUNSTABLE REGIONAL HIGH SCHOOL

**MEETING OF THE SELECT BOARD
AUGUST 15, 2023**

HISTORY

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

REGULATIONS

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

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

* MCLG Maximum Contaminant Level Goal is non-detectable

OVERVIEW

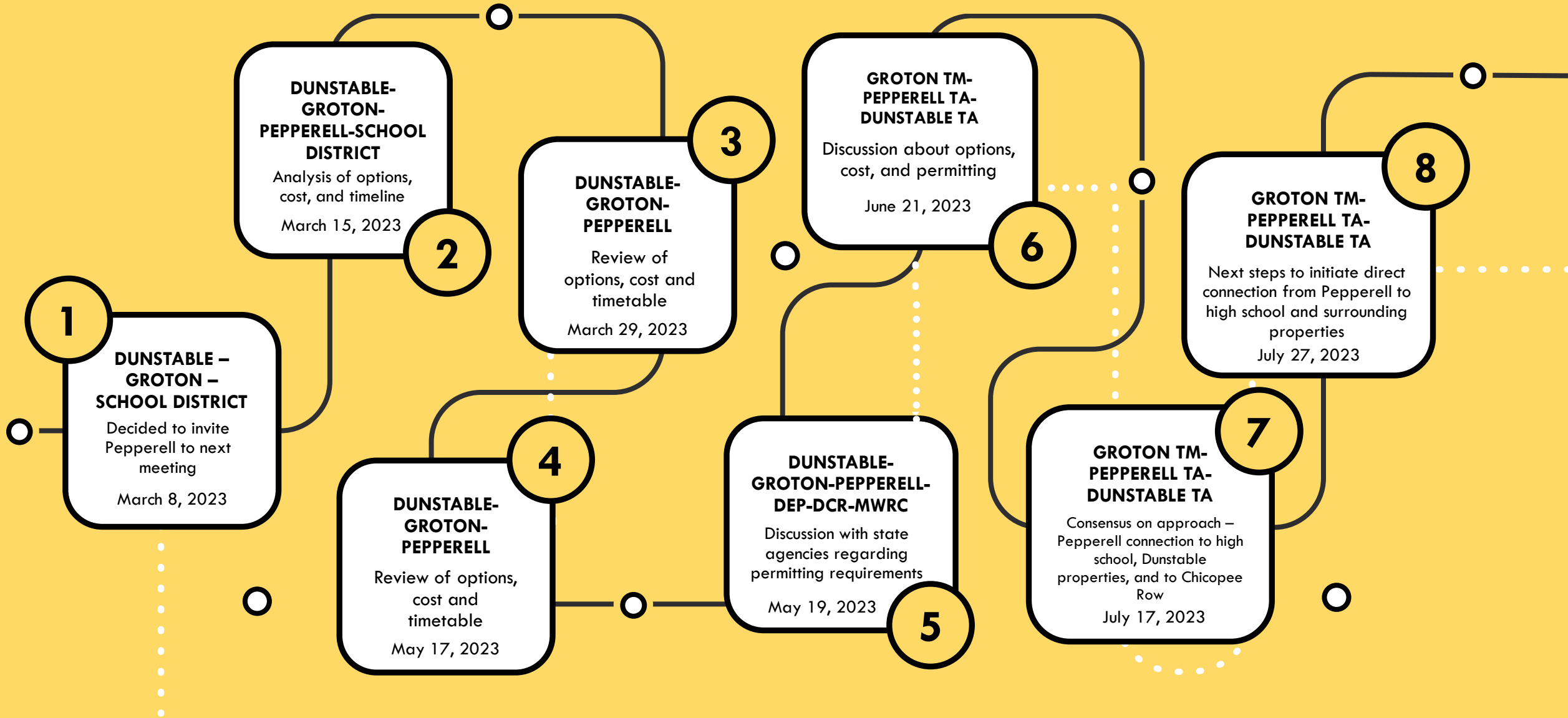
- On March 2, 2023, MassDEP issued a Notice of Responsibility to the Groton Dunstable Regional School District including interim deadlines.
- On a temporary basis, bottled water is being used at the high school and some of the surrounding properties for cooking and drinking water purposes. At one address,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

PUBLIC WATER OPTIONS CONSIDERED

- **Dunstable/Groton Solution (water from Salmon Brook wells)**
 - From Route 113 → Groton Street → Kemp Street → Chicopee Row → GDRSD High School
- **Dunstable/Pepperell/Groton Solution (water from Pepperell and Salmon Brook)**
 - From Route 113 → Groton Street → Kemp Street → North Street → Jersey Street → GDRSD High School
- **Pepperell/Groton/Dunstable Solution (water from Pepperell)**
 - From Jersey Street → North Street → Kemp Street → Groton Street → Chicopee Row → GDRSD High School
- **Groton/Dunstable Solution (water from Groton)**
 - Chicopee Row – GDRSD High School → Kemp Street

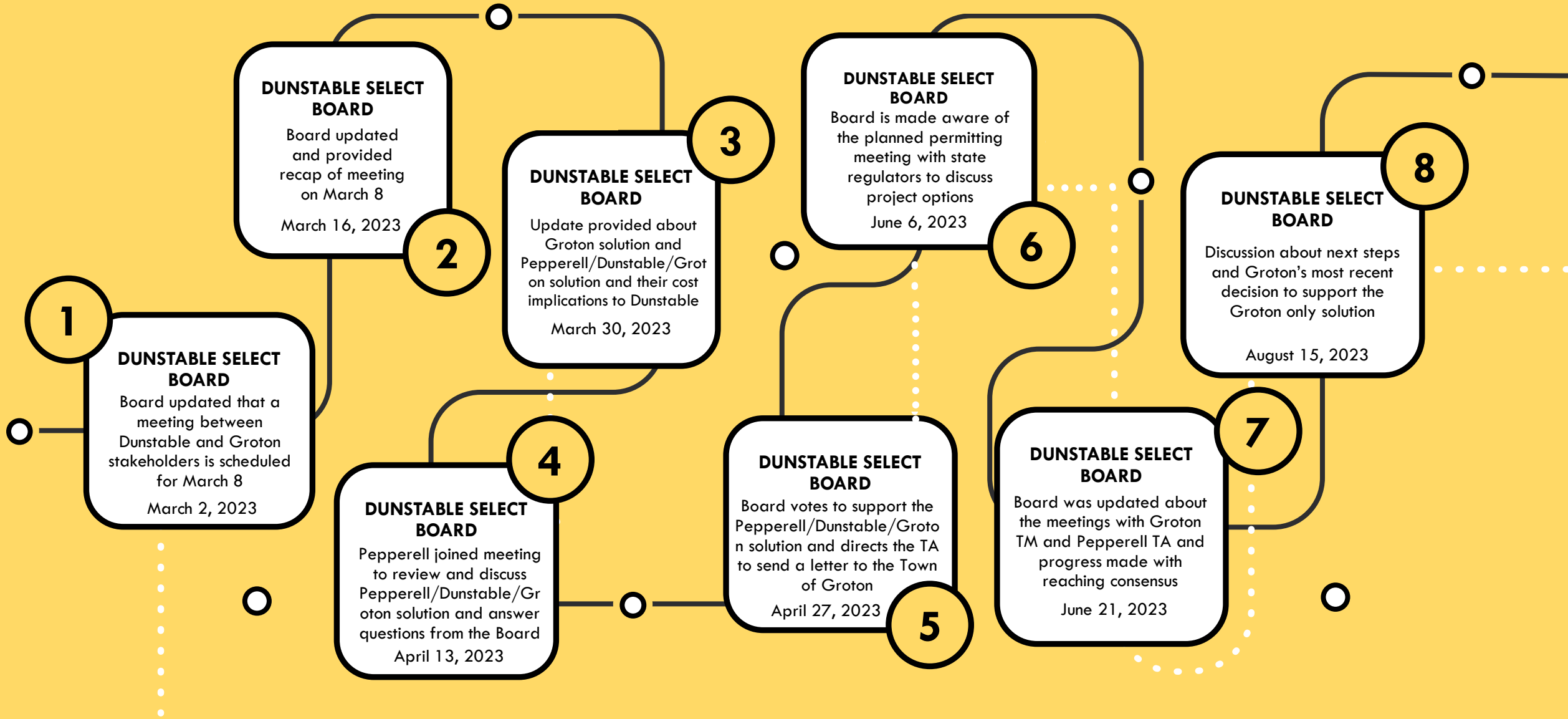
PFAS DECISION PROCESS

REGIONAL MEETINGS



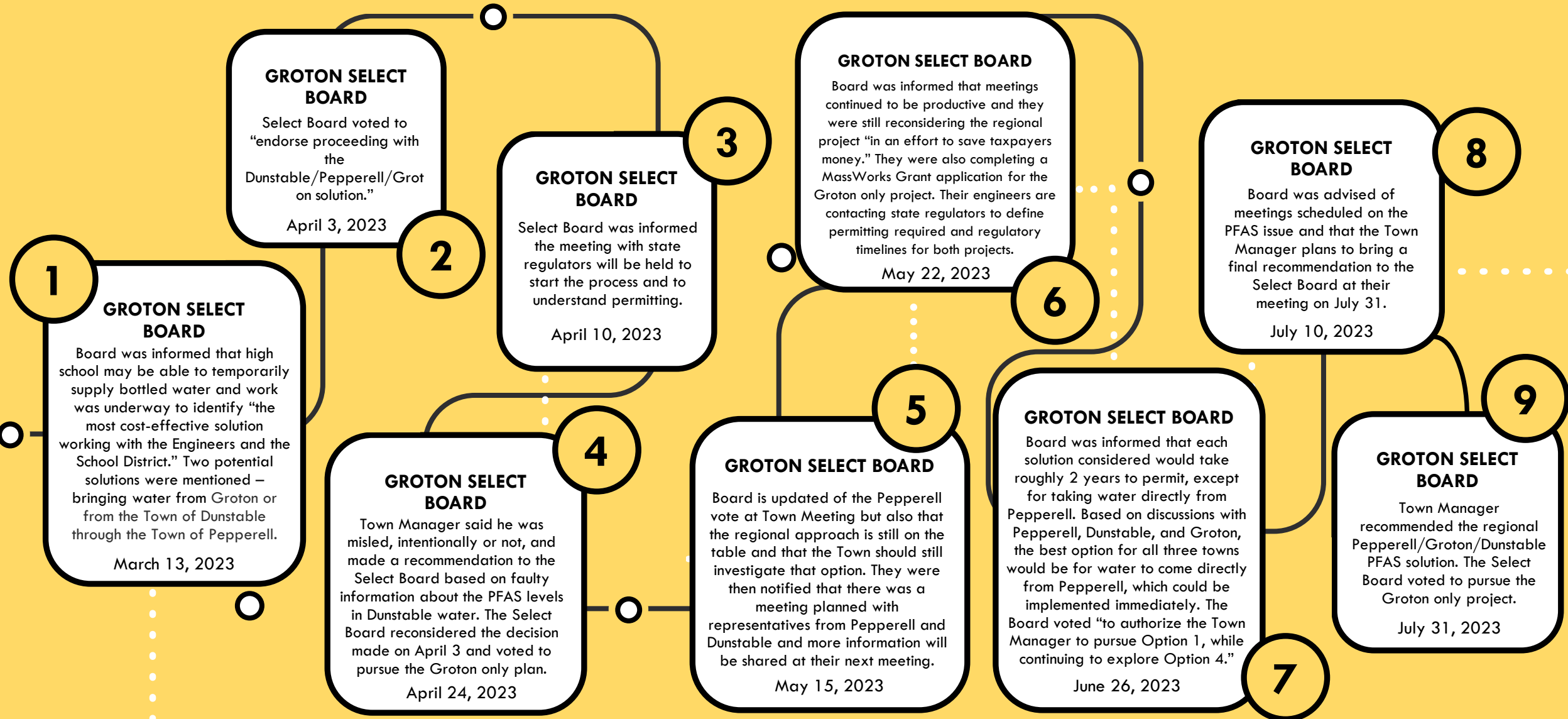
PFAS DECISION PROCESS

DUNSTABLE SELECT BOARD MEETINGS



PFAS DECISION PROCESS

GROTON SELECT BOARD MEETINGS



ANALYSIS OF OPTIONS - PERMITTING

- **Dunstable/Groton Solution (Merrimack to Nashua Watershed)**
 - No Interbasin Transfer Determination if less than 100,000 gpd transferred
 - No Water Management Act Permit or Needs Forecast if water supplied from new Dunstable line is less than 30,000 gpd
 - No MEPA review unless more than five miles of water mains needed
 - Approximately 2-year process
- **Dunstable/Pepperell/Groton Solution (Merrimack to Nashua Watershed)**
 - Interbasin Transfer Determination Significant if more than 100,000 gpd transferred
 - Water Management Act Permit and Water Needs Forecast required if water supplied from new Dunstable line is more than 30,000 gpd
 - MEPA review if interbasin transfer is more than 100,000 gpd or more than five miles of water mains needed
 - Approximately 2-year process

ANALYSIS OF OPTIONS - PERMITTING

- **Pepperell/Groton/Dunstable Solution (Nashua to Nashua Watershed)**
 - No Interbasin Transfer – water remains in Nashua Basin
 - Sufficient capacity under existing Water Management Act Permit
 - No MEPA review unless more than five miles of water mains needed
 - Can start immediately, requiring local Conservation Commission approvals
- **Groton/Dunstable Solution (Merrimack to Nashua Watershed)**
 - Any transfer to Nashua Basin in Dunstable is Significant and requires DCR and Water Resources Commission approval
 - New Water Management Act permit and Needs Forecast required for more than 90,000 gpd
 - MEPA review for Significant Interbasin Transfer
 - Approximately 2-year process

ANALYSIS OF OPTIONS - COST

- **Pepperell/Groton/Dunstable Solution (Nashua to Nashua Watershed)**
 - Conservative estimate of \$8.5 million
 - Based on 77/23 split the cost is as follows:
 - Town of Dunstable will pay a total of \$1,950,000
 - Dunstable's annualized cost, over 30 years, is expected to be roughly \$65,000
- **Groton/Dunstable Solution (Merrimack to Nashua Watershed)**
 - Latest estimate is \$12,801,193
 - Initial estimate was \$16,775,000
 - Based on the latest cost estimate and the 77/23 split the cost is as follows:
 - Town of Dunstable will pay a total of \$2,944,211
 - Dunstable's annualized cost, over 30 years, is expected to be roughly \$98,140

SUMMARY OF BENEFITS

- **Pepperell/Groton/Dunstable Solution (Nashua to Nashua Watershed)**
 - **Quicker to permit**
 - Close to immediate with only local Conservation Commission approvals needed versus a 2-year permitting process
 - **Cheaper to implement**
 - \$1 million less to Dunstable and additional savings will be realized through a faster implementation (permitting costs and supply water to school)
 - **Regional solution with regional impacts**
 - Project is the first phase of a larger, regional project with the Town of Pepperell to make an interconnection with Dunstable

NEXT STEPS – SELECT BOARD

- Need decision on what project to support to solve the PFAS issue at the high school
- Need an Intermunicipal Agreement to share Town Counsel with Groton for this project
- Need an Intermunicipal Agreement to establish cost sharing for the project
- Need an Intermunicipal Agreement to allow the construction, operation and maintenance of the water connection to Dunstable properties

**INTERMUNICIPAL AGREEMENT FOR
SHARED LEGAL SERVICES**

THIS AGREEMENT (this “Agreement”) entered into this 14th day of August, 2023 (the “Effective Date”) is by and among the **Town of Groton**, a Massachusetts municipality acting by and through its Select Board, with a mailing address of 173 Main Street, Groton, Massachusetts 01450 (“Groton”), the **Town of Dunstable**, a Massachusetts municipality acting by and through its Board of Selectmen, with a mailing address of 511 Main Street, Massachusetts 01827 (“Dunstable”), and the **Groton-Dunstable Regional School District**, Massachusetts regional school district acting by and through its Regional School Committee, with a mailing address 44 Main Street, Groton, Massachusetts 01450 (the “GDRSD”). Groton, Dunstable, and the GDRSD are collectively as the “Parties” and individually a “Party.”

WHEREAS, Groton and Dunstable are parties to a regional agreement creating the GDRSD (the “Regional Agreement”) and share the operational and capital costs of the GDRSD through annual assessments to each town in accordance with the Regional Agreement;

WHEREAS, the Parties seek a collective solution to a water supply issue concerning GDRSD’s high school property, which would be paid for by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement;

WHEREAS, the Parties are each empowered by law to retain legal counsel for various legal services, including legal advice concerning water supply issues and related legal services, which is a proper governmental function and service;

WHEREAS, both Groton and Dunstable have separately retained the law firm of Mirick, O’Connell, DeMallie & Lougee, LLP (“Mirick O’Connell”) to serve as general counsel (town counsel) to each town for the purpose of providing legal advice and representation on a variety of matters;

WHEREAS, the Parties acknowledge that they have a shared interest in a collective solution to a water supply issue concerning GDRSD’s high school property, and joint legal services provided to all three Parties on this matter would minimize the Parties’ legal fees;

WHEREAS, providing joint legal services to the Parties on a collective solution to a water supply issue concerning GDRSD’s high school property requires certain actions and a legal agreement between the Parties in order for Mirick O’Connell’s attorneys to comply with the requirements of the Conflict of Interest Law, specifically M.G.L. c. 268A, Sec. 17(a) and 17(c);

WHEREAS, the Parties may, pursuant to M.G.L. c. 40, § 4A, enter into an intermunicipal agreement to perform jointly activities or undertakings which any of the Parties is authorized by law to perform;

WHEREAS, both Groton and Dunstable have directed that as part of their official duties as town counsel to each town, Mirick O’Connell’s attorneys shall provide joint legal services to the Parties on a collective solution to a water supply issue concerning GDRSD’s high school property (the “Shared Legal Services”), with the cost for such Shared Legal Services to be paid by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement;

WHEREAS, the GDRSD has agreed to engage Mirick O’Connell’s attorneys as counsel to provide the Shared Legal Services to the Parties as part of their official duties, with the cost for such Shared Legal Services to be paid by the GDRSD and assessed to Groton and Dunstable in accordance with the Regional Agreement:

WHEREAS, the Shared Legal Services shall consist of legal advice to the Parties concerning water supply issues and related legal services as part of a collective solution to a water supply issue concerning GDRSD’s high school property, and shall not consist of separate legal advice and legal services to the Parties, individually, on the same matter;

WHEREAS, the Parties agree to engage separate counsel for legal advice and legal in the event of a dispute among the Parties with respect to the water supply issue concerning GDRSD’s high school property; and

WHEREAS, the Parties intend that this Agreement shall set forth the terms and conditions of having Mirick O’Connell’s attorneys perform the Shared Legal Services, including the maximum financial liability of the Parties, in accordance with M.G.L. c. 40, § 4A.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. INVOICES FOR SHARED LEGAL SERVICES

1.1. For all legal work associated with the Shared Legal Services, Mirick O’Connell shall issue invoices to the GDRSD with copies to provided to Groton and Dunstable.

1.2. The GDRSD shall remit payment to Mirick O’Connell under the terms and conditions of an engagement letter with Mirick O’Connell.

1.3. The Parties acknowledge that the billing rate charged by Mirick O’Connell for the Shared Legal Services will be \$300 per hour.

2. TERM

This Agreement shall commence on the Effective Date and shall continue until the GDRSD has paid in full an invoice labeled “Final Invoice” from Mirick O’Connell for the Shared Legal Services, provided that in no event shall the term of this Agreement exceed the maximum term for an intermunicipal agreement set forth in M.G.L. c. 40, § 4A.

3. MISCELLANEOUS PROVISIONS

3.1. Liability. Pursuant to M.G.L. c. 40, § 4A, each Party shall be liable for the acts and omissions of its own employees and not for the employees of the other in the performance of this Agreement, and to the extent provided by M.G.L. c. 258. By entering into this Agreement, none of the Parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

3.2. Maximum Financial Liability. Pursuant to M.G.L. c. 40, § 4A, this Agreement sets forth the maximum extent of each Party's financial liability, which is a share of the cost of the Shared Legal Services assessed to Groton and Dunstable in accordance with the Regional Agreement.

3.3. Financial Safeguards. Pursuant to M.G.L. c. 40, § 4A, the GDRSD shall, upon paying in full an invoice labeled "Final Invoice" from Mirick O'Connell for the Shared Legal Services, provide to Groton and Dunstable a report or statement of all sums paid to Mirick O'Connell for the Shared Legal Services. The Parties acknowledge that Groton and Dunstable shall receive from Mirick O'Connell copies of all invoices sent to the GDRSD for the Shared Legal Services, as required by Section 1.1.

3.4. Dispute Resolution. If any dispute arises out of the scope, interpretation, operation, or alleged or actual breach of this Agreement, the Parties agree that the aggrieved party may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.

3.5. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

3.6. Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained in this Agreement.

3.7. Amendment. The provisions, terms, and conditions of this Agreement shall be modified only by written amendments executed by both of the Parties.

3.8. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

3.9. Assignment. No Party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Parties.

3.10. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

3.11. Recitals. The Recitals provided in this Agreement are acknowledged by the Parties to be material terms and conditions of this Agreement.

3.12. Headings. The article, section, and paragraph headings provided in this Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

3.13. Execution / Counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document format (.pdf) copy of this Agreement, shall be binding upon the Parties as fully and to the same extent as an original signed copy. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.

3.14. Notices. With the exception of invoices sent in accordance with Section 1.1 of this Agreement, all notices required or permitted by this Agreement shall be in writing and sent to the Parties as set forth below:

If intended for GDRSD:

Superintendent of Schools
Groton-Dunstable Regional School District
44 Main Street
Groton, MA 01450
Email: lchesson@gdrsd.org

If intended for Groton:

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

If intended for Dunstable:

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

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

[SIGNATURES ON NEXT PAGE]

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

TOWN OF GROTON

TOWN OF DUNSTABLE

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

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

GROTON-DUNSTABLE REGIONAL SCHOOL
DISTRICT

Laura Chesson, Superintendent of Schools,
Duly authorized by vote of the Groton-
Dunstable Regional School Committee on
_____, 2023

Acknowledged:

Mirick, O'Connell, DeMallie & Lougee, LLP

_____, _____



July 12, 2023

Town of Dunstable

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

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

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone 978-725-1392.

Very truly yours,

Patrick Shea
Supervisor, Distribution Design

Enclosures

Questions contact – Connor Reynolds 774-312-0350

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Dunstable, Massachusetts

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

River St - National Grid to relocate 1 JO Pole on River St beginning at a point approximately 705 feet north of the centerline of the intersection of Chapman St and continuing approximately 15 feet in an east direction. Relocate Pole # 34 approximately 20' north to facilitate construction of new pole line to feed 255 River St.

Location approximately as shown on plan attached

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

No. 30727129 June 27, 2023

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

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

Massachusetts Electric Company d/b/a
NATIONAL GRID *Pat Shea*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Dunstable, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 27th day of June, 2023.

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

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

No. 30727129 Dated June 27, 2023. Filed with this order

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

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

River St - National Grid to relocate 1 JO Pole on River St beginning at a point approximately 705 feet north of the centerline of the intersection of Chapman St and continuing approximately 15 feet in an east direction. Relocate Pole # 34 approximately 20’ north to facilitate construction of new pole line to feed 255 River St.

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

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

Massachusetts City/Town Clerk.
20 _____

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

Attest:
City/Town Clerk

I hereby certify that on _____, 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

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

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:
City/Town Clerk

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Dunstable, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 27th day of June, 2023.

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Massachusetts City/Town Clerk.
20 _____

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

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

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

City/Town Clerk.

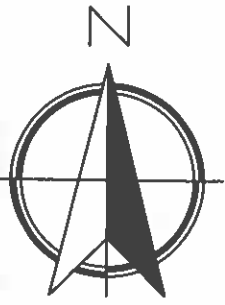
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Board or Council of Town or City, Massachusetts

CERTIFICATE

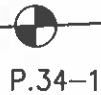
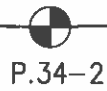
I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of
Massachusetts, on the _____ day of _____ 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified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

Attest:
City/Town Clerk



245 River St

240 River St



P.34



255 River St

River St

248 River St

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

LEGEND

- Existing JO Pole
- Proposed JO Pole
- Existing OH Wire
- Pole to be removed

Petition Sketch

Date 6/27/2023

Designer: REYNOC3

WR 30727129

River St

Dunstable

nationalgrid

FACILITY USE REQUEST

Name & Organization: **Dunstable Summer Concert Series**

Applicant Name (if different): **Jen West/Jon Swift**

Applicant Address: 53 Oak St.

Applicant Mobile or Home Phone Number: 978-649-7412

Applicant Email Address: jend5375@aol.com

Facility Being Requested: **Town Hall - Main Hall with Stage**

Requesting Use of Piano? No

Will this event take place on multiple days? No

Date of Event: **December 16, 2023**

Date of Event:

Date of Event:

Date of Event:

Date of Event:

Time of Event: 2:00 pm

Length of Event: show will last approx 1 hr.

Purpose of Event: **To host the Merrimack Valley Bellringers**

Estimated Attendance: 50

Admission Charged: \$0

Are you a Dunstable Resident? Yes

Is this a Civic Non-Profit Group? No

Will Food be served? No

Other Information/Comments: I'm completing the form on behalf of the Dunstable Summer concert committee and Jon Swift or another summer concert committee member will be in attendance to welcome the bellringers and the guests attending the show

Dates needed for storage of materials:

==Town of Dunstable Facility Use Policy==

Policy Agreement: I agree

The results of this submission may be viewed at:

<https://www.dunstable-ma.gov/node/32191/submission/996>



Memorandum of Understanding
Northern Middlesex Council of Governments
and
Town of Dunstable

For Comprehensive Safety Action Planning activities for Greater Lowell Vision Zero:

The **Town of Dunstable** hereby agrees to work with the Northern Middlesex Council of Governments on a Comprehensive Safety Action Plan, with financial assistance provided by the U.S. Department of Transportation.

Purpose

The Comprehensive Safety Action Plan aims to increase the safety of Greater Lowell roadways for all users by eliminating fatalities and serious injuries caused by roadway crashes. Achieving zero fatalities and serious injuries (also known as Vision Zero) on our roadways is a goal for the Massachusetts Department of Transportation and the Northern Middlesex Metropolitan Planning Organization. Our Greater Lowell Vision Zero is an inclusive, comprehensive process that relies on data, public outreach, engagement of stakeholders, and coordination among state and federal agencies. The outcome of the plan will provide the Greater Lowell region and its individual communities with strategies and infrastructure projects, as well as a structure to implement, monitor, and achieve the Vision Zero goal. This plan is an initial step for accessing future funding under the Bipartisan Infrastructure Law. The Greater Lowell Vision Zero Plan will be developed in approximately one calendar year, beginning in September and ending in June 2024.

NMCOG Responsibilities

As the regional planning agency, NMCOG works closely with our municipal partners on transportation planning through data collection, studies, analyses, planning, technical assistance, and federal grant funding and provides staffing for the Northern Middlesex Metropolitan Planning Organization (NMMPO).

As the project lead, NMCOG will assemble and manage a project oversight committee comprised of municipal representatives, consultants, partners, and stakeholders (MassDOT and other organizations). Working with the committee, NMCOG will design and manage all aspects of the plan, coordinate with our municipal partners, and work with a consultant to implement the planning project, which will include data collection and analysis, extensive public outreach, equity analysis, and considerations, policy and process analysis and recommendations, and identification of projects and strategies. For more information on these tasks, please see the table below.



Municipal Responsibilities

This planning process will be conducted closely with all nine NMCOG municipalities. Collaboration and local support is an important component of this plan and is backed by federal guidance. As part of the Greater Lowell Vision Zero Plan, each municipality will need to commit to Vision Zero, or the goal of achieving zero fatalities. This commitment will support adopting the plan targets and assisting in assigning a representative to implement and monitor progress toward achieving zero fatalities and serious injuries. The City/Town will provide the NMCOG project staff (and/or consultant) with relevant data and other information in a timely manner to enable timely and efficient execution of the Scope of Services.

The City/Town will support NMCOG staff in identifying a project liaison for their community. The project liaison should be a town staff person. We ask that if the assigned liaison vacates their position, we ask that your city or town assign an alternate. This person's role will be vital in supporting your community's access to future funding and remaining engaged in this effort. In addition, as appropriate, all city or town employees, agents, and representatives shall be made aware of the project and NMCOG's role in helping facilitate the completion of the Scope of Service.

Vision Zero Advisory Committee (VZAC)

We are requesting recommendations for the Greater Lowell Vision Zero Advisory Committee, this group will include 9 to 11 individuals responsible for the **development, implementation, and monitoring of the Greater Lowell Vision Zero Plan**. This representative will meet regularly with the NMCOG project manager (up to 12 meetings) and consultant and participate in all required meetings (up to 4 meetings). **The project liaison (designated by your city or town) and the respective committee person may differ.** This person should be enthusiastic, engaged, and interested in achieving the goal of Vision Zero for the Greater Lowell region. NMCOG is requesting support in identifying VZAC members. See **Table 1** attached to this letter for a full description of the Action Plan Components as outlined by FHWA.

The **Town of Dunstable** designates **Jason Silva** as the liaison between the **Town of Dunstable** and NMCOG.

Signature

Date

Signature

Date

Jennifer Raitt, Executive Director of Northern Middlesex Council of Governments

Table 1: Action Plan Components

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, metropolitan planning organization [MPO], Policy Board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, pedestrians, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographics, and structural issues). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.
Equity Considerations	Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.
Policy and Process Changes	Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

Component	Description
Strategy and Project Selections	<p>Identification of a comprehensive set of projects and strategies—shaped by data, the best available evidence and noteworthy practices, and stakeholder input and equity considerations—that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated.</p> <p>Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.</p>
Progress and Transparency	<p>Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.</p>

Applicants requesting funds to develop an Action Plan may also request funding for supplemental planning and demonstration activities subsequently described in Section A.2.i.b and A.2.i.c below. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Further information on eligibility requirements is in Section C.

b) Supplemental Planning

Supplemental action plan activities support or enhance an existing Action Plan. To only fund supplemental Action Plan activities through the SS4A program, an applicant must have an existing Action Plan; have a plan that is substantially similar and meets the eligibility requirements for having an existing plan; or be in the process of completing an Action Plan described in Table 1. Examples of supplemental planning include:

- Topical safety sub-plans focused on topics such as speed management, vulnerable road users, accessibility for individuals with disabilities, Americans with Disabilities Act of 1990 (ADA) transition plans, health equity, safety-focused Intelligent Transportation System implementation, lighting, or other relevant safety topics
- Road safety audits
- Additional safety analysis and expanded data collection and evaluation using integrated data
- Targeted equity assessments
- Required supplemental planning as a condition to receiving an Implementation Grant award as described in Section A.2.ii:
 - Updating Action Plans finalized and last updated in 2020 or earlier
 - Broadening the road user focus to include all road users
 - Updating plan components laid out in Table 1 and missing in an eligible plan
- Follow-up stakeholder engagement and collaboration
- Reporting on the progress from Action Plan implementation for transparency
- Other roadway safety planning activities that enhance an Action Plan

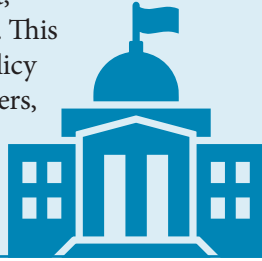
The final deliverable for supplemental planning is a written product that connects to, and enhances, an Action Plan. Final products shall be made publicly available. Additional information on supplemental planning is located at <https://www.transportation.gov/grants/SS4A>.

9 Components of a Strong Vision Zero Commitment

Based on the experiences of early-adopter cities in the United States, these nine components have proven to be an effective high-level framework for communities considering a Vision Zero commitment. While these are not the only factors to consider, they are critical aspects to ensure a strong and lasting commitment to Vision Zero.

POLITICAL COMMITMENT

The highest-ranking local officials (Mayor, City Council, City Manager) make an official and public commitment to a Vision Zero goal to achieve zero traffic fatalities and severe injuries among all road users (including people walking, biking, using transit, and driving) within a set timeframe. This should include passage of a local policy laying out goals, timeline, stakeholders, and a commitment to community engagement, transparency, & equitable outcomes.



MULTI-DISCIPLINARY LEADERSHIP

An official city Vision Zero Taskforce (or Leadership Committee) is created and charged with leading the planning effort for Vision Zero. The Taskforce should include, at a minimum, high-ranking representatives from the Office of the Mayor, Police, Transportation (or equivalent), and Public Health. Other departments to involve include Planning, Fire, Emergency Services, Public Works, District Attorney, Office of Senior Services, Disability, and the School District.



ACTION PLAN

Vision Zero Action Plan (or Strategy) is created within 1 year of initial commitment and is implemented with clear strategies, owners of each strategy, interim targets, timelines, & performance measures.



EQUITY

City stakeholders commit to both an equitable approach to Vision Zero by establishing inclusive and representative processes, as well as equitable outcomes by ensuring measurable benchmarks to provide safe transportation options for all road users in all parts of the city.



COOPERATION & COLLABORATION

A commitment is made to encourage meaningful cooperation and collaboration among relevant governmental agencies & community stakeholders to establish a framework for multiple stakeholders to set shared goals and focus on coordination and accountability.



SYSTEMS-BASED APPROACH

City leaders commit to and prioritize a systems-based approach to Vision Zero — focusing on the built environment, systems, and policies that influence behavior — as well as adopting messaging that emphasizes that these traffic losses are preventable.



DATA-DRIVEN

City stakeholders commit to gather, analyze, utilize, and share reliable data to understand traffic safety issues and prioritize resources based on evidence of the greatest needs and impact.

COMMUNITY ENGAGEMENT

Opportunities are created to invite meaningful community engagement, such as select community representation on the Taskforce, broader community input through public meetings or workshops, online surveys, and other feedback opportunities.



TRANSPARENCY

The city's process is transparent to city stakeholders and the community, including regular updates on the progress on the Action Plan and performance measures, and a yearly report (at minimum) to the local governing board (e.g., City Council).



For more visit the Vision Zero Network at visionzeronetwork.org.
Questions or ideas? Contact leah@visionzeronetwork.org.

August 17, 2023

Board of Selectmen
Dunstable Town Hall
511 Main Street
Dunstable, MA 01827

Members of the Board of Selectmen:

I'm writing to notify you that Brattle Development LLC would like to donate \$39,020 to support increasing the staffing in the Fire Department back to FY23 levels with 2 per diem firefighters covering the Town during the days.

I would also like to take this opportunity to thank the Fire Department and its staff for their heroic and quick actions on the day of May 23, 2023, when our property on Lowell Street suffered a fire. Despite their limited staffing and resources, their emergency response to this incident was second to none. Our entire community should be grateful for their commitment to the Town of Dunstable.

We intend to make quarterly payments to the Town and enclosed with this letter is the first quarterly installment in the amount of \$9,755. I would like to ask the Select Board to accept the donation for this purpose. Thank you for your consideration.

Sincerely,

Jim Tully
Brattle Development

A handwritten signature in blue ink, appearing to read "Jim Tully", is written over the typed name and title. The signature is fluid and cursive, with a long horizontal stroke extending to the right.