

Town of
Dunstable

SELECT BOARD

MEETING
MATERIALS



April 8, 2025

511 Main Street
Dunstable, MA
01827

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



BOARD/COMMITTEE/COMMISSION: Select Board
SUBMITTED TO TOWN CLERK: April 3, 2025 1:30pm
MEETING DATE: April 8, 2025
MEETING TIME: 6:00 PM
LOCATION: Town Hall - Upper Level

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

Topics the Chair Reasonably Anticipates will or could be Discussed:

Note: All topic placements are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA ITEMS

1.	Call to Order
2.	Public Comment
3.	FY26 Budget Discussion and Review with Advisory Board*
4.	Review Draft ATM Warrant
5.	Annual Town Election Ballot Questions*
6.	EMS Partnership with Town of Tyngsborough*
7.	Hanna Axon – purchase parcel located at 328 Pond Street – Request for Town to Waive right of first refusal*
8.	Approval of Meeting Minutes from 2/26/25, 3/11/25, and 3/26/25*
9.	One Day Liquor License Application*
10.	Approval of Alcohol Consumption at Town Hall*
11.	Town Administrator Report
12.	Topics Not Reasonably Anticipated by the Chair
13.	Meeting Adjourn

*Votes likely to be taken

Meeting will be streaming at: <https://www.youtube.com/@townofdunstable3179>

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

ITEM # 3

FY 26 BUDGET DISCUSSION



From: [Jason Silva](#)
To: [Jason Silva](#)
Cc: [Sue Fayne](#)
Bcc: [Kieran Meehan](#); [Leah Basbanes](#); [Ron Mikol](#); [clintkeeney2@hotmail.com](#); [hksimmons1@yahoo.com](#); [Jake Lewon \(jakelewon@yahoo.com\)](#); [Jake Lewon \(Jlewon@middlesexco.com\)](#); [Leo Tomitech](#); [matthewgnaughton@gmail.com](#); [mgnaughton@gmail.com](#); [Tim Stewart](#)
Subject: UPDATED FY26 Budget
Date: Wednesday, April 2, 2025 2:37:00 PM
Attachments: [Flow Chart FY26 Budget Elections Town Meetings 4 2 25.pdf](#)

Hi folks:

I'm writing to share some not-so-great news about the FY26 budget.

After a recent, one of many reviews of the budget, as I was checking budget numbers, I realized that the budget number I was carrying for the GDRSD assessment was not updated under the "Groton Assessment" budget scenario. After double checking with the GDRSD, the number I was carrying was one iteration of their budget proposal, but not the latest iteration. What this means is that the override necessary to balance to match the Groton Assessment has grown by just shy of \$90,000 – going from \$188,963 to \$278,831. The Town's operational assessment to match what Groton can afford under the levy is \$8,500,853; I was carrying \$8,410,985 in the previous version of the budget.

The GDSRD Assessment under the "Level Services" scenario, which is the recommended budget, is correct and the override amount under that scenario remains at \$480,841.

I have updated the budget and website to reflect this change. I've also tried to make the budget more easily accessible by breaking it up into sections on the website. You can view that here: <https://www.dunstable-ma.gov/town-administrator/pages/fy2026-town-administrators-recommended-budget>. You can find the full budget [here](#).

I've also attached the Town Meeting/Elections Flow Chart that we can also discuss next week. I believe you all have already seen this.

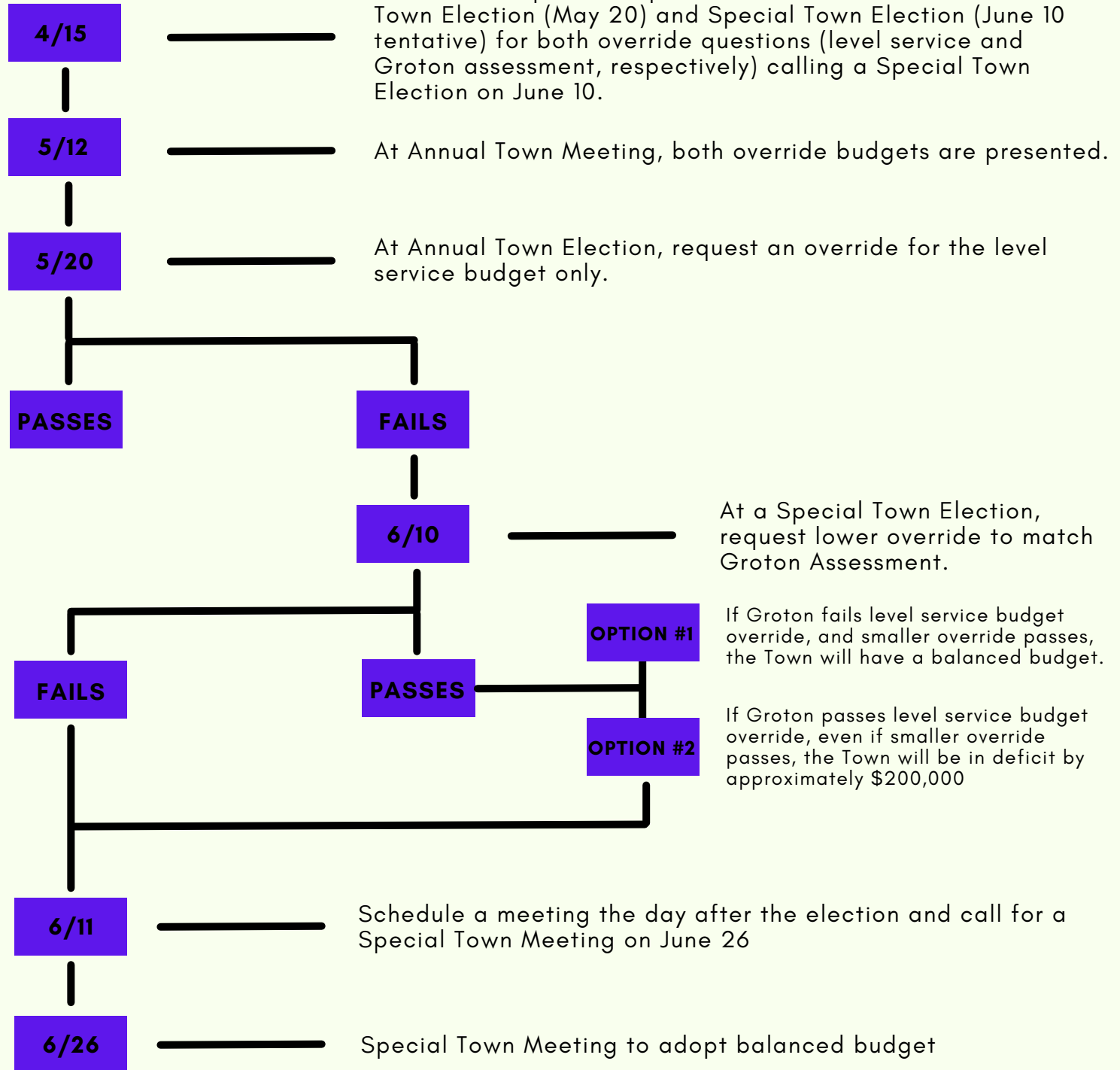
I'm glad I caught it now rather than later, but I'm sorry it happened in the first place. If you would like to discuss further or have any questions, please give me a call.

Thank you.

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

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the

TOWN MEETING AND ELECTION FLOW CHART



ITEM # 4

DRAFT ATM WARRANT



**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF DUNSTABLE
WARRANT
ANNUAL TOWN MEETING - May 12, 2025**



Middlesex, ss.

To either of the Constables of the Town of Dunstable in the County of Middlesex:

GREETINGS

IN THE NAME OF the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town, qualified to vote in elections and town affairs, to meet at Swallow Union Elementary School, 522 Main Street in said Dunstable on Monday, May 12, 2025, at 7:00 PM, and thereafter continuing from day to day until completed, with a back-up date of May 19, 2025, at 7:00 PM in the event that inclement weather or other circumstances require a postponement, then and there to act on the following articles:

ARTICLE 1 - Reports: To hear and act upon the reports of Town Officers, Boards, Committees, Commissioners, and Trustees, or take any action in relation thereto.

Sponsored by the Select Board

ARTICLE 2 - Unpaid Bills: To see if the Town will vote to appropriate from Free Cash a sum of money for the purpose of paying unpaid bills of FY2024 or other prior fiscal years, as needed, or take any action in relation thereto.

Sponsored by the Select Board

ARTICLE 3 – Transfer to Water Enterprise Fund: To see if the Town will vote to appropriate or transfer from available funds to the Water Enterprise Fund a sum of money for the purpose of funding operating expenses as deemed necessary by the Board of Water Commissioners for FY2025, or take any action in relation thereto.

Sponsored by the Board of Water Commissioners and Advisory Board

ARTICLE 4 – Transfer to the General Stabilization Fund: To see if the Town will vote to transfer from Free Cash the sum of \$50,000 to the Town's General Stabilization Fund, pursuant to Massachusetts General Laws Chapter 40, Section 5B, or take any action in relation thereto.

Sponsored by the Select Board and Advisory Board

Article 5 – Transfer to the Capital Improvement Program Stabilization Fund: To see if the Town will vote to transfer from Free Cash the sum of \$50,000 to the Town’s Capital Improvement Program Stabilization Fund, pursuant to Massachusetts General Laws Chapter 40, Section 5B, or take any action in relation thereto.

Sponsored by the Select Board and Advisory Board

ARTICLE 6 - Operating Budget: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow pursuant to any applicable statute, or any combination thereof, to fund the various departments, boards, committees, commissions, and other operating expenses of the Town for Fiscal Year 2026, beginning July 1, 2025, or take any action in relation thereto.

Sponsored by the Select Board and Advisory Board

ARTICLE 7 - Revolving Fund Expenditure Limits: To see if the Town will vote pursuant to Massachusetts General Laws Chapter 44, Section 53E½, to set the annual expenditure limits for Fiscal Year 2026 for all revolving funds established by the General Bylaws, as follows, or take any action in relation thereto:

Cemetery	\$10,000
Recreation	\$15,000
COA Transport	\$3,500
Permit Application Fees	\$5,000
Approval Not Required Plans	\$15,000
Transfer Station	\$190,000

Sponsored by the Advisory Board

Article 8 - Capital Improvements for Municipal Departments: To see if the Town will vote to raise and appropriate a sum of money for remodeling, reconstructing, and making repairs to existing Town buildings, infrastructure, and the purchase of necessary equipment, including all incidental and related costs, or take any action in relation thereto.

Sponsored by the Select Board

ARTICLE 9 – Water System Infrastructure Improvements: To see if the Town will vote to transfer from Water Retained Earnings a sum of money for design, repair, replacement, construction, and installation of various water infrastructure and associated work, including all incidental and related costs, or take any action in relation thereto.

Sponsored by the Board of Water Commissioners

ARTICLE 10 - Community Preservation Committee Recommendations: To see what transfers or other actions the Town may vote with respect to any recommended action of the Community Preservation Committee, or take any action in relation thereto.

Sponsored by the Community Preservation Committee

ARTICLE 11 – Removal of Invasive Weeds at Lake Massapoag: To see if the Town will vote to transfer from available funds, including CPA funds, a sum of money for the continued removal of invasive weeds in Lake Massapoag, including all incidental and related costs, based upon the recommendation of the Community Preservation Committee, or take any action in relation thereto.

Sponsored by the Community Preservation Committee

ARTICLE 12 – Larter Field Improvements: To see if the Town will vote to transfer from available funds, including CPA funds, the sum of money for professional services for a field assessment, evaluation, and design of Larter Field including all incidental and related costs, based upon the recommendation of the Community Preservation Committee, or take any action in relation thereto.

Sponsored by the Community Preservation Committee

ARTICLE 13 – Woodward’s Mill Dam Improvements: To see if the Town will vote to transfer from available funds, including CPA funds, the sum of \$25,000 for repairs to Woodward’s Mill Dam, including all incidental and related costs, based upon the recommendation of the Community Preservation Committee, or take any action in relation thereto.

Sponsored by the Community Preservation Committee

Article 14 - Establishment of Dunstable Commission on Accessibility: To see if the Town will accept the provisions of Massachusetts General Laws Chapter 40, Section 8J relative to the establishment of a municipal commission on disability, to be called the Dunstable Commission on Accessibility, or take any action in relation thereto.

Sponsored by the Economic Development Committee

Article 15 – Lease Purchase Agreement: To see if the Town will vote pursuant to Massachusetts General Laws Chapter 44, Section 21C, to authorize the Select Board to enter into lease purchase agreements for the lease and purchase of vehicles and certain capital for a period of time not in excess of the useful life of the property to be procured on

such terms and conditions as the Select Board deem in the best interest of the Town; and to authorize the Select Board to take all actions necessary to administer and implement such agreement and to fund said lease purchase through an annual appropriation, or take any action in relation thereto.

Sponsored by the Select Board

ARTICLE 16 - Chapter 90 Funds: To see if the Town will vote to appropriate any sums of money received by the Town under provisions of Massachusetts General Laws Chapter 90 for the purposes authorized by Chapter 90, or take any action in relation thereto.

Sponsored by the Select Board

ARTICLE 17 – Veterans Tax Exemption Annual Cost of Living Increase: To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 59, Section 5, Clause Seventeenth F, which will allow the Town to provide for an increase in property tax exemptions for veterans equal to the cost of living as determined by the most recent Consumer Price Index for such year as determined by the Massachusetts Department of Revenue, or take any action in relation thereto.

Sponsored by the Board of Assessors

ARTICLE 18 – Municipal Charges Lien: To see if the Town will vote to adopt the provisions of Massachusetts General Laws Chapter 40 Section 58, which authorizes the Town to place a lien on real property located within the Town for unpaid municipal charges and fees; and authorize the Town to place such a lien unpaid payments required as a condition of any special permit, permit, variance, license, site assignment, site plan review or other written approval that is issued by any board, commission or committee of the Town.

Sponsored by the Select Board

Article 19 – Amendment to Amend Section 15.2: Floodplain District of the Town’s Zoning Bylaw: To see if the town will vote to delete Section 15.2 Floodplain District of the Town’s Zoning Bylaw in its entirety and replace the language as follows, or take any action in relation thereto:

15.2. Floodplain District

15.2.1. Purpose. The purpose of the Floodplain Overlay District is to:

- (a) Ensure public safety through reducing the threats to life and personal injury
- (b) Eliminate new hazards to emergency response officials
- (c) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding

- (d) Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding
- (e) Eliminate costs associated with the response and cleanup of flooding conditions
- (f) Reduce damage to public and private property resulting from flooding waters.

The Floodplain District is herein established as an overlay district effective in all districts. The uses permitted in the underlying district are allowed provided that they meet the following additional requirements.

15.2.2. District Boundaries. The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas within Dunstable designated as Zone A and AE on the Middlesex County Flood Insurance Rate Map (FIRM) dated July 8, 2025 issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The exact boundaries of the District shall be defined by the 1%-chance base flood elevations shown on the FIRM and further defined by the Middlesex County Flood Insurance Study (FIS) report dated July 8, 2025. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, and Building Inspector.

15.2.3 Designation of community Floodplain Administrator. The Town of Dunstable hereby designates the position of Building Inspector to be the official floodplain administrator for the Town.

15.2.4. Development Regulations. The following requirements apply in the Floodplain District:

- (a) All development in the district, including structural and non-structural activities, whether permitted by right or by special permit must be in compliance with Chapter 131, Section 40 of the Massachusetts General Laws ("The Wetlands Protection Act") and with the following:
 - (i) Sections of the Massachusetts State Building Code which address floodplain and coastal high hazard areas (as of the effective date of this section, 780
 - (ii) CMR 120.G, "Flood Resistant Construction and Construction in Coastal Dunes");
 - (iii) Wetlands Protection Regulations, Department of Environmental Protection (DEP) (as of the effective date of this section, 310 CMR 10.00);
 - (iv) Inland Wetlands Restriction, DEP (as of the effective date of this section, 310 CMR 13.00);

- (v) Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (as of the effective date of this section, 310 CMR 15, Title
- (vi) The Dunstable Wetlands Protection Bylaw.

- (b) **Permits Required.** The Town of Dunstable requires a special permit issued by the Planning Board for all proposed construction or other development in the floodplain overlay district, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties.

The town's permit review process includes the requirement that the proponent obtain all local, state and federal permits that will be necessary in order to carry out the proposed development in the floodplain overlay district, prior to the commencement of work. The proponent must acquire all necessary permits, and must demonstrate that all necessary permits have been acquired.

- (c) **Floodway encroachment.** In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

In Zone AE, along watercourses that have a regulatory floodway designated on the Middlesex County FIRMs, encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it had been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

- (d) **Unnumbered A Zones.** In A Zones, in the absence of FEMA BFE data and floodway data, the building department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A and as the basis for elevating residential structures to or above base flood level, for floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.

- (e) **Subdivision proposals.** All subdivision proposals and development proposals in the floodplain overlay district shall be reviewed to assure that:

- (i) Such proposals minimize flood damage.
- (ii) Public utilities and facilities are located and constructed so as to minimize flood damage.
- (iii) Adequate drainage is provided.

When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

- (f) Construction of ways. Construction of ways, public or private, and whether or not subject to Subdivision Control, shall be reviewed to determine whether such development will be reasonably safe from flooding. If any part of a subdivision proposal or other new development involving a way is located within the Floodplain District established under this Section, it shall be designed to assure that:

- (i) the proposal is designed consistent with the need to minimize flood damage; and
- (ii) all public utilities and facilities, such as sewer, gas, electrical, and water systems shall be located and constructed to minimize or eliminate flood damage; and
- (iii) adequate drainage systems shall be provided to reduce exposure to flood hazards; and
- (iv) all other requirements of this Section 15.2. are met.

The requirements of this subsection shall be enforced by the Planning Board in collaboration with the Building Inspector, as to subdivisions, or by the Building Inspector, as to other development.

- (g) Water and sewer facilities. All proposed water and sewer facilities to be located in the Floodplain District established under this Section shall be reviewed by the Board of Health for the following determination and certification:

- (i) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system; and
- (ii) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

- (h) Recreational vehicles. In A and AE Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the

zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.

- (i) Watercourse alterations or relocations in riverine areas. In a riverine situation, the Building Inspector shall notify the following of any alteration or relocation of a watercourse:

- Adjacent Communities, especially upstream and downstream
- Bordering States, if affected
- NFIP State Coordinator (Massachusetts Department of Conservation and Recreation,
- NFIP Program Specialist, Federal Emergency Management Agency, Region I

- (j) Requirement to submit new technical data. If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to:

- NFIP State Coordinator, Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist, Federal Emergency Management Agency, Region I

- (k) Variances. Any variances from the provisions and requirements of the above referenced state regulations may only be granted in accordance with the following variance procedures:

- (i) Variances to State Building Code:

- The Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance and will maintain this record in the community's files.
- The Town shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay

district.

(ii) Variances to the Floodplain District:

- A variance from these floodplain bylaws must meet the requirements set out by State law, and may only be granted if: 1) Good and sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief.
- (l) Abrogation and greater restriction. The floodplain management regulations found in this Floodplain Overlay District section shall take precedence over any less restrictive conflicting local laws, ordinances or codes.
- (m) Disclaimer of liability. The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection.
- (n) Severability. If any section, provision or portion of this bylaw [ordinance] is deemed to be unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.

15.2.5. Definitions.

- (a) Development. Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]
- (b) Floodway. The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [Base Code, Chapter 2, Section 202]
- (c) Functionally Dependent Use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities. [US Code of Federal Regulations, Title 44, Part 59] Also [Referenced Standard ASCE 24-14]
- (d) Highest Adjacent Grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. [US Code of Federal Regulations, Title 44, Part 59]

(e) Historic Structure. Any structure that is:

- (i) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - (ii) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - (iii) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - (iv) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior in states without approved programs.
- [US Code of Federal Regulations, Title 44, Part 59]

(f) New Construction. Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. New construction includes work determined to be substantial improvement. [Referenced Standard ASCE 24-14]

(g) Recreational Vehicle. A vehicle which is:

- (i) Built on a single chassis;
- (ii) 400 square feet or less when measured at the largest horizontal projection;
- (iii) Designed to be self-propelled or permanently towable by a light duty truck; and
- (iv) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. [US Code of Federal Regulations, Title 44, Part 59]

(h) Regulatory Floodway. See Floodway.

(i) Special Flood Hazard Area. The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, or AH. [Base Code, Chapter 2, Section 202]

- (j) **Start of Construction.** The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns. Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Base Code, Chapter 2, Section 202]
- (k) **Structure.** Anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. Among other things, structures include buildings, walls, fences, athletic courts, tents, antennae of all types, artificial pools. The term structure shall be construed to include the words “or portion thereof”. For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. [US Code of Federal Regulations, Title 44, Part 59]
- (l) **Substantial Repair of a Foundation.** When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]
- (m) **Variance.** A grant of relief by a community from the terms of a flood plain management regulation. [US Code of Federal Regulations, Title 44, Part 59]
- (n) **Violation.** The failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3 is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

And furthermore, in the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Dunstable who are qualified to vote in Town affairs, to meet at the Dunstable Public Library on Tuesday, May 20, 2025 between the hours of 12:00 o'clock noon to 8:00 PM, to cast their ballots for the following officers:

Select Board, one position for three years; Board of Assessors, one position for three years; Board of Health, one position for three years; Board of Road Commissioners, one position for three years; Constables, two positions for one year; Cemetery Commissioners, one position for three years; Board of Water Commissioners, one position for three years; Planning Board, one position for five years; Commissioners of Trust Funds, one position for three years; Advisory Board, two positions for three years; Library Trustees, one position for three years.

Question 1:

Shall the town of Dunstable be allowed to assess an additional \$480,841 in real estate and personal property taxes for the purposes of supplementing the Town's General Government operating budget and Regional School Districts Assessments for the fiscal year beginning July first 2025?

Yes _____ No _____

And you are hereby directed to serve this warrant, by posting attested copies thereof, one at the Post Office and one at the Town Hall in said Dunstable seven days at least before the time of holding such Town Meeting.

Hereof fail not, and make due return of this warrant, with your doings thereon, to the Town Clerk, at the time and place of the meeting as aforesaid.

Given under our hands this _____ day of _____, two thousand and twenty-five.

DUNSTABLE SELECT BOARD

Kieran Meehan

Leah D. Basbanes

Ron Mikol

A true copy.

Attest:

Brynn Durno, Town Clerk

DATE: _____, 2025

I have served this warrant by posting attested copies thereof, one at the Post Office and one at the Town Hall _____ days before said meeting.

Date

Constable

And furthermore, in the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Dunstable who are qualified to vote in Town affairs, to meet at the Dunstable Public Library on Tuesday, June 10, 2025 between the hours of 12:00 o'clock noon to 8:00 PM, to cast their ballots for the following officers:

Question 1:

Shall the town of Dunstable be allowed to assess an additional \$188,963 in real estate and personal property taxes for the purposes of supplementing the Town's General Government operating budget and Regional School Districts Assessments for the fiscal year beginning July first 2025?

Yes _____ No _____

And you are hereby directed to serve this warrant, by posting attested copies thereof, one at the Post Office and one at the Town Hall in said Dunstable seven days at least before the time of holding such Town Meeting.

Hereof fail not, and make due return of this warrant, with your doings thereon, to the Town Clerk, at the time and place of the meeting as aforesaid.

Given under our hands this _____ day of _____, two thousand and twenty-five.

DUNSTABLE SELECT BOARD

Kieran Meehan

Leah D. Basbanes

Ron Mikol

A true copy.

Attest:

Brynn Durno, Town Clerk

DATE: _____, 2025

I have served this warrant by posting attested copies thereof, one at the Post Office and one at the Town Hall _____ days before said meeting.

Date

Constable

ITEM # 6

EMS PARTNERSHIP



EMERGENCY MEDICAL SERVICES IN DUNSTABLE

Proposal to Establish Partnership with the Town of Tyngsborough

OVERVIEW

- Over the last several months, the Fire Chief and I have had discussions with the Town of Tyngsborough regarding the possibility of their ambulance service covering Dunstable. Tyngsborough has sent a proposal to the Town to consider which includes the following:
 - \$45,000 annual baseline payment from Dunstable to Tyngsborough
 - Potential to pay more or less depending on number of transports and revenue generated

OPTIONS

- The Town has discussed the potential to improve ambulance with a number of providers to understand our options.
 - Trinity Ambulance, our current ambulance service provider, estimated it would cost the Town \$875,000 annually for full day coverage, or \$385,000 annually for peak time coverage.
 - Groton expressed a willingness to work with the Town but after closer review, response times would be similar to Trinity.

WHY TYNGSBOROUGH?

- Tyngsborough leadership have expressed an interest in partnering with neighboring communities and exploring the regionalization of municipal services.
- Tyngsborough ambulance would reduce response times significantly from 14 minutes to 6 minutes (based on Fire Station as destination).
- Town's Master Plan recommends the Town "investigate the possible regionalization" of municipal services and has been a Select Board goal over the last couple of years.

RESPONSE TIMES

Using the Dunstable Fire House as the destination, the response times of area ambulance service would be the following:

- Tyngsborough: 6 minutes, 3.5 miles**
- AMR: 12 minutes, 6.6 miles
- Pepperell: 12 minutes, 6.7 miles
- Groton: 13 minutes, 7.5 miles
- Trinity: 14 minutes, 9.2 miles

DETAILS

- Fee proposal is based on the following:
 - 140 transports per year
 - \$750 fee per transport
 - Total estimated revenue of \$105,000
- Tyngsborough to hire 2.5 FTEs
 - estimated cost of additional staffing is \$155,000
- Tyngsborough would adjust the fee based on actual revenue collected
 - If they collect more than anticipated, Dunstable would pay less, and vice versa.
- Tyngsborough provides BLS; use Lowell General for ALS.

NEXT STEPS

- Both Dunstable and Tyngsborough Select Boards would need to support advancing proposal
- Tyngsborough and Dunstable work together to develop a draft Intermunicipal Agreement for both Select Boards to consider
- If IMA is approved by both Towns, Tyngsborough would then need to hire additional staffing support to provide ambulance service to Dunstable
- Dunstable would need to develop a funding plan for FY26

REQUEST

To authorize the Town Administrator, Fire Chief, and Police Chief to continue to advance the proposal and to work with the Town of Tyngsborough to develop a draft Intermunicipal Agreement for the Select Board's review and consideration.



**OFFICE OF THE FIRE CHIEF
TOWN OF DUNSTABLE
P.O Box 96
DUNSTABLE, MA 01827**

Chief William Farrell
Phone: 978-649-6661
wfarrell@dunstable-ma.gov

March 31st 2025

The following information was collected using google maps for distance and times. The Dunstable Fire Department firehouse location at 28 Pleasant Street was used as the destination location.

Tyngsborough FD 26 Kendall Rd. 6 minutes – 3.5 miles.

AMR 380 West Hollis Street Nashua, NH. 12 minutes 6.6 miles.

Pepperell FD 38 Park Street. 12 minutes 6.7 miles.

Groton FD 45 Farmers Row. 13 minutes 7.5 miles.

Trinity EMS Drum Hill Base 1221 Westford Street 14 minutes 9.2 miles.

Personnel Staffing Levels

Tyngsborough FD 5 FF/BLS during the day 4 FF/BLS overnight. (Going for a 5th man at night FY 2026). 2 BLS Ambulances 1 staffed 1 backup. Uses Lowell General medics for ALS. Trinity ALS if needed.

AMR 4 911 ALS Ambulances staffed with 2 24 hours. Contracted with Nashua only.

Pepperell FD 2 FF/ALS 24 hours. 2 ambulances 1 staffed 1 backup. Hollis NH or Townsend for ALS if needed.

Groton FD 2 FF/BLS 24 hours. 2 ambulances 1 staffed 1 back up. (Looking to increase staffing to 4 in FY2026.) ALS from Ayer, Townsend, Pepperell.

Trinity EMS 2 ALS/BLS ambulances 24 hours.

Trinity proposed to staff an ambulance in Dunstable for \$875,000 annually 24/7 or \$385,000 annually for peak dates and times.

Respectfully submitted,

William R. Farrell

Chief of Department

Dunstable Fire Department

Dunstable, MA

This report was generated on 3/31/2025 12:22:42 PM



Incident Count per User-Defined Fields for Date Range

Start Date: 01/01/2019 | End Date: 03/31/2025

ANSWERS	# INCIDENTS
USER-DEFINED FIELD: How many people were transported (# only)? (Required)	
0	1623
00	1
01	3
1	757
2	15
None	21
o	2
one	1

USER-DEFINED FIELD: How many non transports (# Only)? (Required)	
0	2082
00	2
1	263
2	31
3	8
4	5
5	4
6	1
n	1
N/A	2
no	1
None	22
P	1

USER-DEFINED FIELD: ALS or BLS (Please choose): (Required)	
ALS	368
BLS	654
None	1390
Refusal	11

USER-DEFINED FIELD: Type of EMS Call (Choose one): (Required)	
Abdominal Pain / Problems	41
Allergy / Reaction to Meds	17
Altered Mental Status	7
Animal Bite or Attack	4
Assault	8
Back Pain	25

Only User-Defined values selected in the CUSTOM field of an incident Included. Only REVIEWED incidents included in count.

ANSWERS	# INCIDENTS
Bicycle Accident	1
Burns (Scalds)	3
Cardiac or Respiratory Arrest	13
Chest Pain	49
Choking	8
Convulsions / Seizures	14
Diabetic Problems	12
Difficulty Breathing	107
Drowning or Near Drowning	2
Eye Problems / Injuries	1
Fainting	27
Fall Greater than 15 Feet	1
Falls	127
General Weakness	32
Hazmat Inhalation or Exposure	1
Headache	5
Heart Problems	13
Heat / Cold Exposure	2
Hemorrhage / Lacerations	23
Lift Assist Only	9
Lift Assist Only (No EMS Response)	12
Medical Alert Alarm - False Alarm	13
Motor Vehicle Collision	159
Motor Vehicle vs Pedestrian	2
Neck Pain/Back Pain	13
None	1349
Overdose / Poising (Ingestion)	27
Pregnancy / Childbirth / Miscarraige	1
Psychiatric / Abnormal Behavior / Sucide Attempt	17
Psychiatric / Suicide Attempt	34
Seizure	4
Shooting	1
Sick Person	96
Stroke	26
Traumatic Injuries	14
Unconscious / Unresponsive	20
Unknown Medical	71
Untimely Death	12

USER-DEFINED FIELD: Was a thermal imaging camera used (TIC)? (Required)	
No	2306
Yes	117

USER-DEFINED FIELD: Was a CO meter used? (Required)	
No	2199

Only User-Defined values selected in the CUSTOM field of an incident Included. Only REVIEWED incidents included in count.

ANSWERS	# INCIDENTS
Yes	224

USER-DEFINED FIELD: Was an AED used? (Required)	
No	2412
Yes	11

USER-DEFINED FIELD: Has an EPI pen been administered by DFD or DPD? (Required)	
No	2207
Yes	3

USER-DEFINED FIELD: Was NARCAN administered ? (If yes, the AED/Narcan Use Form shall be completed) (Required)	
No	2413
Yes	10

USER-DEFINED FIELD: Alarm Level (If Applicable): (Required)	
1st Alarm	87
2nd Alarm	20
3rd Alarm	8
4th Alarm	2
No Alarm	2286
Working Fire	20

USER-DEFINED FIELD: Was the RAD57 Meter used? (Required)	
No	1801
Yes	622

USER-DEFINED FIELD: Was the LUCAS CPR device used? (Required)	
No	2412
Yes (Fill out the Lucas Device use form)	11

Only User-Defined values selected in the CUSTOM field of an incident Included. Only REVIEWED incidents included in count.



INCIDENTS: DAYS & TIMES

Dunstable Fire Department | Last Refresh: 3/30/2025 8:00 PM

2,316

Incidents Filtered

0

Not Reviewed

109

Incidents YTD

89

Prior YTD

20

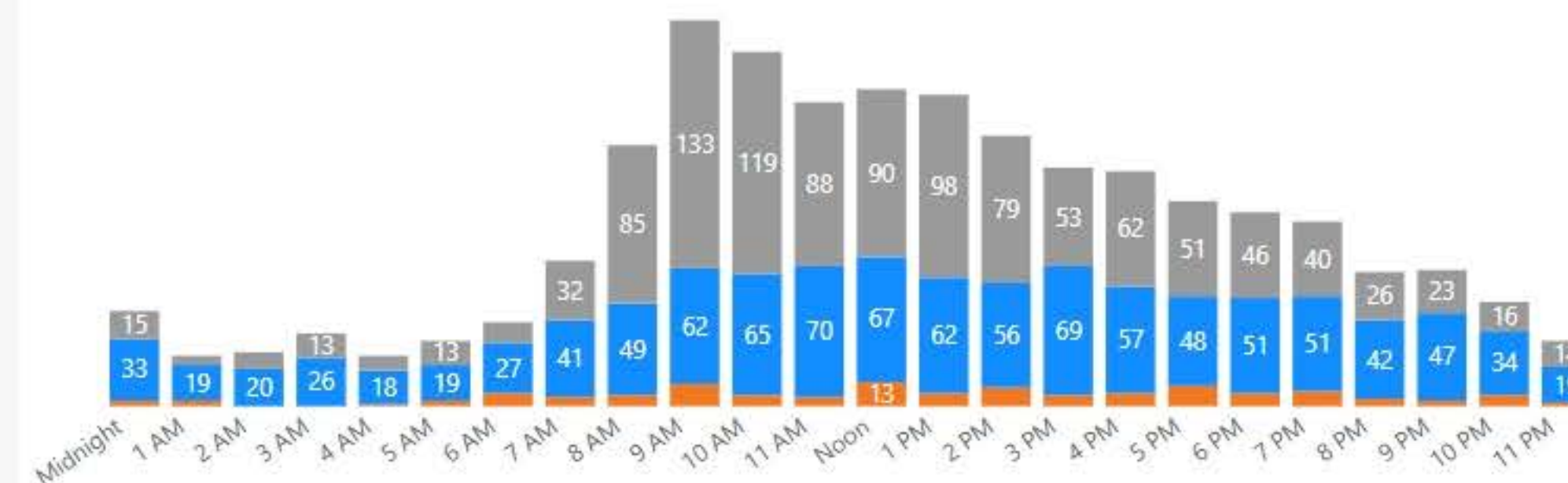
Δ over PYTD

22%

% over PYTD

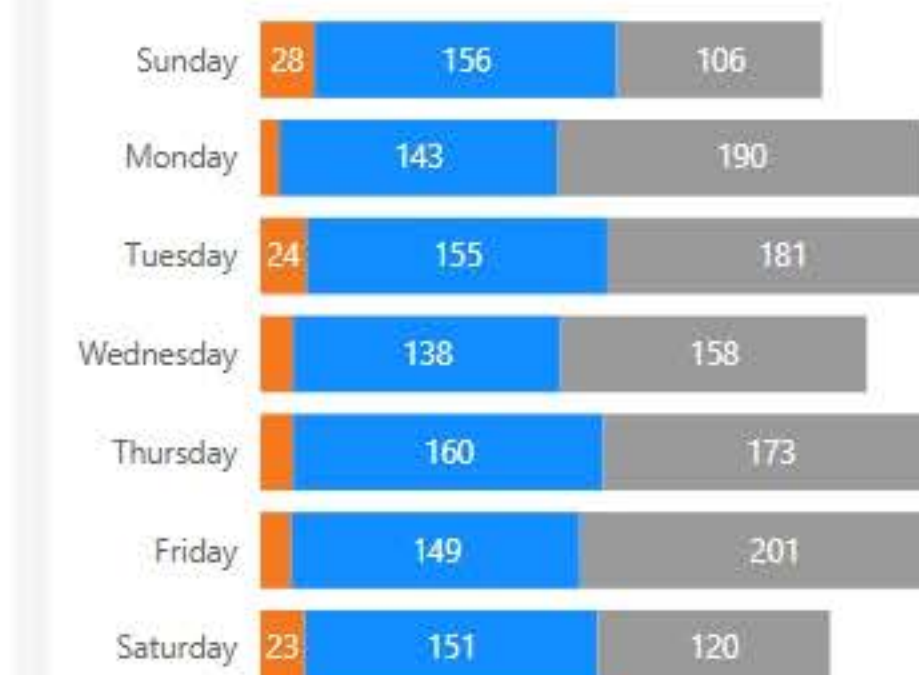
of Incidents by Hour of the Day

Incident Category ● Fire ● EMS ● Other



of Incidents by Weekday and Incident Category

● Fire ● EMS ● Other



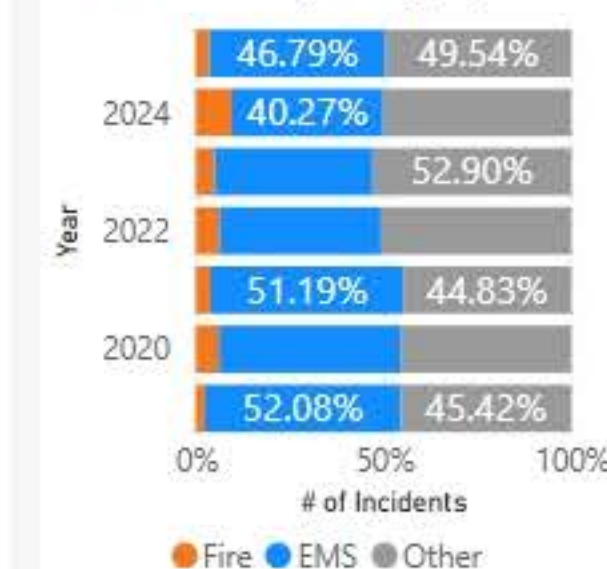
Top Stations by # of Incidents



of Incidents by Shift

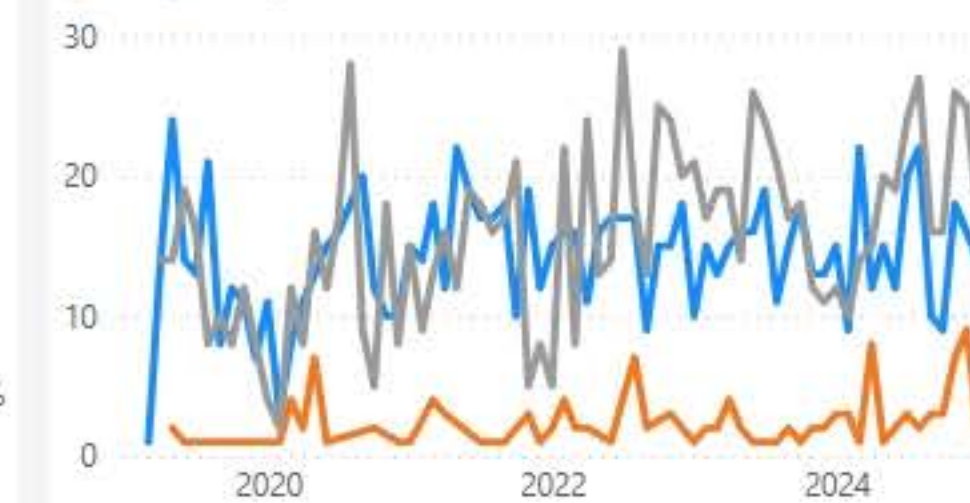


of Incidents by Category



of Incidents over Time

● Fire ● EMS ● Other



ITEM # 7

328 POND ST.



LAW OFFICE OF JOHN I. O'BRIEN

289 Main St
North Reading, MA 01864
781-589-4668 Tel.
855-855-5934 Fax
John@jlobrienlaw.com

March 27, 2025

To: Assessor, Planning, Select Board, Conservation
Town of Dunstable
511 Main St
Dunstable, MA 01827

Subject: Notification of Property Purchase for New Potable Water Well

I am writing on behalf of my client, Hanna Axon, to formally notify the relevant town departments of her intent to purchase a parcel of property located at 328 Pond St (Staples Family Trust). The property of Ms. Axon is located at 155 Off Pond St. The purpose of this acquisition is to develop a new potable water well to address the restrictions and limitations associated with the existing well currently in use for water supply.

Given the critical nature of ensuring a sustainable and reliable water source for the Ms. Axon, we seek the necessary approvals from the appropriate town boards to facilitate the purchase and subsequent development of the new well site. We understand that this process may require compliance with local regulations, environmental assessments, and any other pertinent approvals, and we are fully prepared to work collaboratively with town officials to meet all requirements.

We kindly request to be placed on the agenda for the next available town board meetings to discuss this matter further. We are looking for a waiver of the Town's right of first refusal and request the Assessor recommend a waiver of the payment of back taxes on the property due to the property being in 61A. Additionally, we are open to providing any documentation, studies, or proposals that may assist in the review and approval process.

Please let us know the next steps and any specific requirements that must be fulfilled to move forward with this project. We appreciate your time and consideration in this matter and look forward to working together to secure a reliable potable water source for Ms. Axon.

Should you have any questions or require further information, please do not hesitate to contact me at 781-589-4668 or john@jlobrienlaw.com

Thank you for your attention to this important matter.
Sincerely,



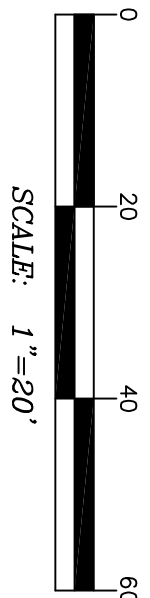
John O'Brien



PRELIMINARY
ONLY

LEGEND

- 112 --- EXISTING GRADE
- 112 --- PROPOSED GRADE
- EASEMENT
- W --- WATER LINE
- G --- GAS LINE
- WETLAND
- PERCOLATION TEST
- DEEP HOLE TEST
- LIMIT OF CLEARING
- EROSION & SILTATION CONTROL
- UTILITY POLE
- HYDRANT



NOTICE OF INTENT PLAN

TOWN MAP: 13	STREET: 165 OFF POND ST.
TOWN LOT: 64	TOWN: DUNSTABLE
DATE: 11/4/24	OWNER: HANNA AXON 165 OFF POND ST. DUNSTABLE, MA 01827

1. ASSESSORS: JAY H. (SINGLE, 3M)
2. ZONING DISTRICT: R-1 (SINGLE, 3M)
3. DIMENSIONAL REQUIREMENTS:

MINIMUM FRONT YARD	8' 0" TO 50' FT.
MINIMUM SIDE YARD	30' FT.
MINIMUM REAR YARD	30' FT.
4. OWNERS OF RECORD:

THE SPARKS CHILDREN GFT TRUST	10
98 ADAMS STREET, SUITE 101	
LEWISTOWN, PA 01653	
5. DEED REFERENCES:

INBROD DEED BOOK 215/24, PAGE 41	
THE SPARKS CHILDREN GFT TRUST	42
INBROD DEED BOOK 215/24, PAGE 42	
HANNA KOOK & CHAD OREN	
6. PLAN REFERENCES:

INBROD PLAN BOOK 223, PLAN 26	
-------------------------------	--
7. THE INTENT OF THIS PLAN IS TO CREATE PARCEL "X" A
LOT #4165 OF LOT #4160 (51) TO BE COMBINED WITH
LOT #4165 OF LOT #4160 (51) TO BE COMBINED WITH
LOT #4165 OF LOT #4160 (51) TO BE COMBINED WITH
THE REMAINING PART OF THE SPARKS CHILDREN GFT TRUST
BE THE EXTENSION OF THE LOT AS SHOWN IN INBROD
PLAN BOOK 223, PLAN 26.
8. FOR THE BENEFIT OF THE MARCH OF DIMS TO AID AND
SUPPORT RESEARCH AND TREATMENT OF ALZHEIMER'S DISEASE
AND INBROD BOOK 1227, PAGE 423

DATE _____

ENDORSEMENT OF THIS PLAN
BY THE PLANNING BOARD
IS NOT A FINDING AS TO
CONFORMANCE TO ZONING BY-LAW

RESERVED FOR REGISTRY USE

I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE,
INFORMATION AND BELIEF THAT:

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES
AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.

PROFESSIONAL LAND SURVEYOR DATE

PROFESSIONAL LAND SURVEYOR



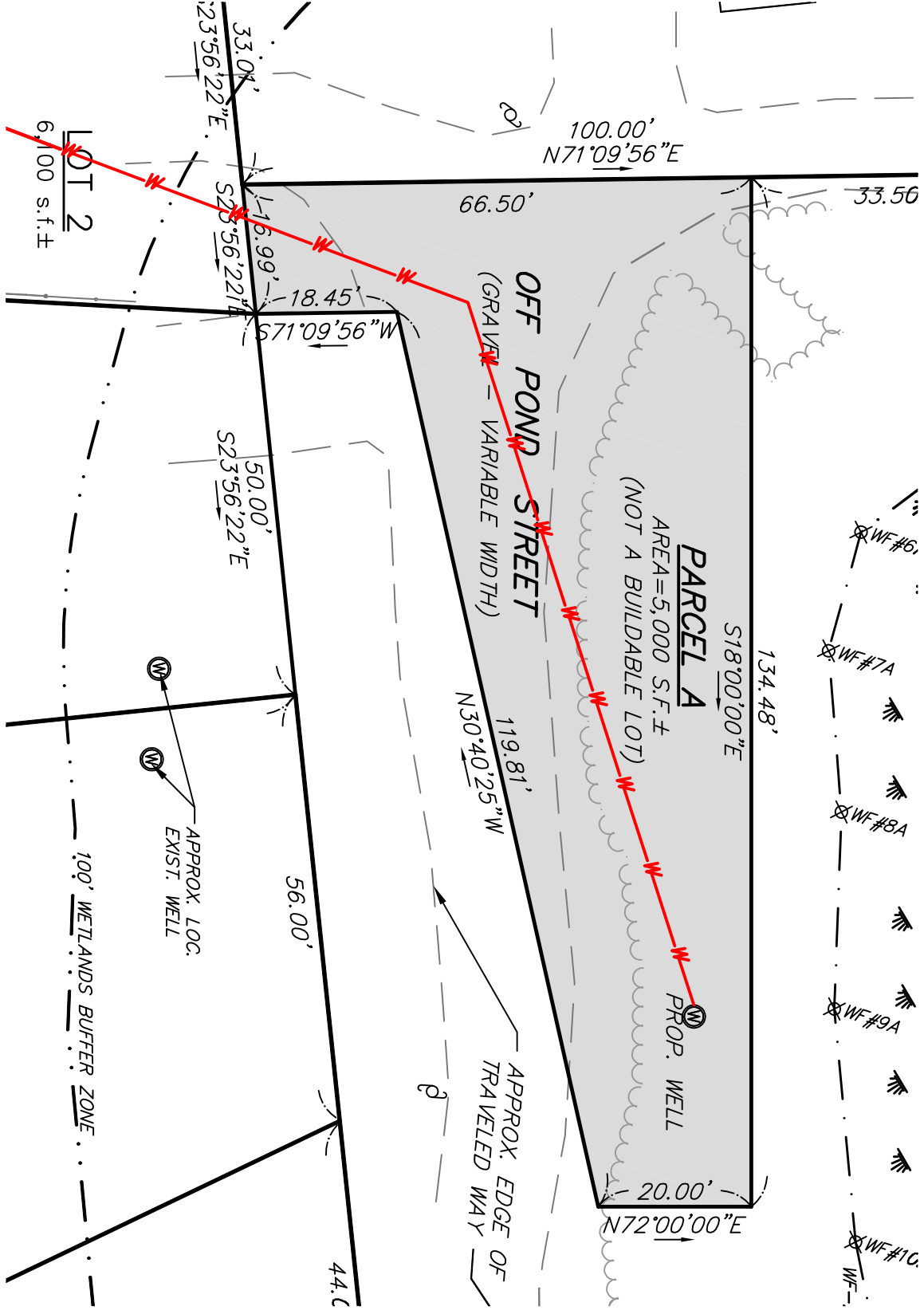
PLAN OF LAND
OFF POND STREET
DUNSTABLE, MASSACHUSETTS

SCALE: 1"=20' NOV. 7, 202

Monte Design Services, Inc.
5 Sugarbush Rd.
Watford, Me 01886
(978-649-1866) NDS@VERIZON.NET

NDS

JOB NO. 6386	FIELD: MDB	CALCS: MDB	DESIGN: JLH	CHECK: MDB
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PURCHASE AND SALE AGREEMENT

From the Office of:

Law Office of John I. O'Brien.
289 Main Street
North Reading MA 01864

This day of January 2025

1. PARTIES
AND MAILING
ADDRESSES **Janet S. Chambers, Trustee of the Staples Children's Gift Trust udt dated June 2, 2011 and described in a MGL ch 184 s 35 Certificate recorded with Middlesex North District Registry of Deeds at Book 26124, Page 38,** hereinafter called SELLER, agrees to SELL and Hanna Axon, her assigns or nominees, hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION The vacant Land containing **5000 +/- sq ft of land shown as "Parcel A" on the plan of land entitled: "Plan of Land Of Pond Street, Dunstable, Massachusetts, Prepared For Hanna Axon: dated November 7, 2024 by Norse Design Servies, Inc"; which plan shall be prepared, finalized, endorsed by the Dunstable Planning Board, and recorded with said Registry of Deeds, all at the expense of the Buyer. Said land being a portion of 328 Pond St Dunstable, MA.** described in a deed to the Seller at the Middlesex North Registry of Deeds, Book 25124, Page 41 and recorded in a plan at closing
3. BUILDINGS,
STRUCTURES,
IMPROVEMENT
S, FIXTURES N/A
4. TITLE DEED Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided. and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
(a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed:
(d) Any liens or municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use or said premises:
(f) Portions of the Off Pond Street right of way lie within the Premises, which right of way is likely subject to the rights of others to pass and repass from their lots on the pond and Pond Street. The deed to the Buyer shall recite that the Premises is subject to and with the benefit of the rights of others by grant, custom, easement, usage easement by estoppels or other method, and the Buyer/grantee shall take no action that would interfere with the rights of others, or the grantee, to use the Off Pond Street right of way for all purposes for which streets and ways are customarily used in the Town of Dunstable.

(g) The deed to the Buyer/grantee shall also recite that the property is restricted to the installation, maintenance, use and repair and replacement of the specific drinking water well and pipes (pump or other equipment) serving one single family dwelling at 155 Off St Street, and for no other purpose.
5. PLANS If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED
TITLE In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such

Certificate of Title.

7. PURCHASE
PRICE

The agreed purchase price for said premises is **\$5000.00** (Five Thousand Dollars), **plus** Buyer shall pay or reimburse the Seller, even if the Buyer fails to complete the transaction or if the transaction is cancelled by the exercise of the Town of Dunstable’s MGL ch 61A right of first refusal (a) all costs, expenses and fees of the Trustee incurred by the Seller as a consequence of the within transaction or the contemplation thereof , (b) all costs, expenses and attorney’s fees incurred by the Seller as a consequence of the within transaction or the contemplation thereof, (c) all costs, expenses Trustee’s fees and attorney’s fees associated with compliance with the provisions of MGL ch 61 A associated with the removal of the Premises from said statute, including rollback and/or conveyance taxes, providing notice, and preparing and recording a waiver from the Select Board and the related affidavit and (d) deed preparation, trustee certificate preparation and the recording of same and associated stamp taxes.

\$1,000.00 are to be paid as a Deposit herewith and
\$ **4000.00** are to be paid at the time of delivery of the deed by certified
cashier's, treasurer's or bank check(s) or Wire.
\$ **5000.00** TOTAL

8. TIME FOR PERFORMANCE;
DELIVERY OF DEED

Such deed is to be delivered at **12:00pm on February 3, 2025 at Keyes Law Office P.C. 289 Main St North Reading, MA 01864** unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. The date for performance may be extended with prior notice to the Seller to a date no later than twenty (20) days after receipt of the waiver of the MGL ch 61A right of first refusal from the Dunstable Select Board.

Reasonable accommodations shall be made by Buyer's counsel/settlement agent for purposes of allowing the Seller's deed and related closing documents to be provided to the settlement agent in advance of the closing in escrow to avoid the need for the Seller to physically attend the closing. Seller nor Seller's counsel will not be required to attend the closing. Time is of the essence of this transaction.

The deed and other documents required by this P&S are to be delivered and the balance of the purchase price paid at the date and time of closing and at the place of closing. Unless the closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording or registration.
9. POSSESSION AND
CONDITION OF PREMISE

Full possession of said premises free of all tenants and occupants, ~~except as herein provided~~, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions or any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect, said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO
PERFECT TITLE
OR MAKE
PREMISES
CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time For performance hereunder, and thereupon the time for performance hereof shall be extended for a period of **up to** thirty days.
11. FAILURE TO
PERFECT TITLE
OR MAKE
PREMISES
CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S
ELECTION TO
ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.
13. ACCEPTANCE
OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF
MONEY TO
CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

The SELLER shall be obligated to provide the BUYER's Attorney with payoff information regarding the SELLER's current existing mortgage(s), the discharge for which will be recorded within a reasonable time after closing, and shall provide discharges for any or improperly discharged mortgages or any private mortgage at the time of closing.

- | | |
|---|--|
| 15. INSURANCE
<i>(Insert amount
(list additional
types of insurance
and amounts as
agreed)</i> | Intentionally deleted |
| 16. ADJUSTMENTS
<i>(list operating
expenses, if any,
or
attach schedule)</i> | Taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. |
| 17. ADJUSTMENT
OF UNASSESSED
AND
ABATED TAXES | If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained: and, if the taxes which are to be apportioned shall there- after be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. |
| 18. BROKER's FEE | Each party warrants and represents to the other that neither party has dealt with any brokers or agent with respect to this transaction, and Buyer and Seller each agree to indemnify and hold the other harmless from all claims for brokerage or commission on account of this sale by any person. |
| 19. BROKER(S)
WARRANTY | N/A
. |
| 20. DEPOSIT | |
| 21. BUYER's
DEFAULT;
DAMAGES | The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title. |
| 22. RELEASE BY
HUSBAND OR
WIFE | N/A |
| 23. BROKER AS
PARTY | N/A |
| 24. LIABILITY OF
TRUSTEE,
SHAREHOLDER,
BENEFICIARY,
etc. | If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder. |
| 25. WARRANTIES
AND REPRESENTATIONS | The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing. BUYER acknowledges that BUYER has been given the opportunity to conduct any and all inspections of the Premises, or has waived such opportunities, and accepts the Premises "AS IS" and is not relying upon any representations of the SELLER or SELLER's agents as to the character, quality, use, value, or |

condition of the Premises, except as expressly set forth herein. The SELLER has made no statements and no warranties or representations, expressed or implied, regarding the Premises on which the BUYER has relied in connection with the BUYER's decision to purchase the Premises except as expressly set forth herein; and it is the understanding of the Parties that the entire Agreement of the Parties with respect to the transaction which is the subject of this Agreement is fully and completely set forth in this Agreement. The provisions of this paragraph shall survive the closing and delivery of the deed.

- | | |
|--|--|
| 26. MORTGAGE
CONTINGENCY
CLAUSE | NONE.
N/A |
| 27. CONSTRUCTION
AGREEMENT | This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent or the parties to it. |
| 28. LEAD PAINT
LAW | N/A |
| 29. SMOKE
DETECTORS &
CARBON
MONOXIDE | N/A |
| 30. ADDITIONAL
PROVISIONS | Chapter 61A Provisions: The Premises, and the Sellers obligations to sell, and the Buyer's obligation to purchase, are expressly subject to the provisions of M.G.L. Chapter 61A. Buyer shall initiate the necessary filing of notice to the necessary Town's authorities in accordance with M.G.L. Chapter 61A promptly upon receipt of a fully executed P&S, and be responsible for completing all prerequisite steps required for a sale of the premises as required by statute, at Buyer's sole cost and expense. The Buyer shall pay any and all conveyance tax and/or roll-back taxes assessed by virtue of Chapter 61A. This Agreement is contingent on a waiver of any and all rights of the Town of Dunstable under Chapter 61A to purchase the Premises. If at any time prior to the expiration of the Town of Dunstable's Right of First Refusal pursuant to M.G.L. Chapter 61A, the Town of Dunstable provides the Seller or Buyer with a notice of the Town's election to exercise its option to purchase the subject Premises or any portion thereof, this Agreement shall become null and void and without recourse to either Buyer or Seller with the exception of Buyer's obligation to pay or reimburse the costs, expenses and attorney's fees as described in Section 7, above, and all deposits paid by Buyer under all such agreements shall be promptly refunded to Buyer. Under every circumstances, Buyer shall be responsible for the payment of any costs, expenses and/or attorney's fees incurred associated with this contemplated transaction. Buyer agrees that it shall have no recourse against Seller in the event either Town elects to exercise its option for any expense paid by Buyer during the course of the due diligence period, or otherwise. |

Notwithstanding any provision in this agreement to the contrary, SELLER shall not be required to execute any survey affidavit or similar affidavit containing warranties and representations

about the premises other than those contained in a standard mechanic’s lien affidavit and 1099 reporting form, nor shall SELLER be required to indemnify BUYER, BUYER's lender, BUYER's title insurance company, the closing attorney or BUYER's attorney for any matter other than against mechanics’ and/or materialmans’ liens.

This agreement, and/or any notice of this agreement or the Offer to Purchase or any notice of the Offer to Purchase, shall not be recorded with any Registry of Deeds. In the event that this agreement or the Offer to Purchase and/or any notice of this agreement or any notice of the Offer to Purchase is/are recorded by the Buyer or the Buyer’s agents, the Offer to Purchase and this agreement shall automatically become voidable by the Seller.

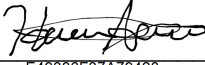
BUYER has provided SELLER with two payments totaling \$7000 toward l costs to the SELLER as indicated in the above agreement, subject to adjustment in accordance with Section 7, above. Any fees not used by the SELLER towards the purchase will be deducted from the purchase price prior to close or refunded to the BUYER.

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney

Buyers

Sellers

DocuSigned by:



2/4/2025

E49386F37A79428...

Signed by:



2/11/2025

7862E447CD85412...

I T E M # 8

MEETING MINUTES



Town of Dunstable Select Board Meeting Minutes



**Wednesday, February 26, 2025
5:00PM**

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

The meeting was called to order at 5:03 PM by Chair Basbanes.

Public Comment

There were no public comments on items that were not on the agenda.

Approval of Meeting Minutes from January 29, 2025*

The board reviewed the minutes and accepted them as submitted.

On a **motion** by Member Ron Mikol and **seconded** by Vice Chair Meehan, it was **voted to approve** the meeting minutes from January 29, 2025 as submitted. **The vote was unanimous.**

86 Century Way – Consideration of Disposition

TA Silva presented information about an undeveloped parcel at 86 Century Way that was taken by the town for tax purposes. He explained that it was a two-acre lot with frontage on Century Way and a long strip connecting to property owned by the land trust. The lot was taken through a tax title process, which started in 1996 and was secured by the town in 1999.

David Tully, representing the Land Use Committee, explained their recommendation to consider selling the property. He stated that the committee would like to retain as much land as possible, but this parcel didn't seem to have typical conservation value. The committee saw it as a way to potentially boost the capital budget or facilitate additional leases on other properties, as well as generate some tax revenue for the town.

The board discussed the potential buildability of the lot, noting that there might be some ledge on the property that could require blasting. They also considered the current real estate market and the possibility of interest from neighboring property owners.

Vice Chair Meehan expressed support for selling the property, citing potential financial benefits for the town. The board also discussed the process for disposing of tax title properties, which typically involves an auction.

Joan Simmons inquired about considering the lot for affordable housing. The board discussed this option but concluded that the site might be challenging and costly to develop for affordable housing due to potential ledge issues.

TA Silva agreed to gather more information about the property and the auction process, including reaching out to legal counsel and firms experienced in handling such transactions. He will report back to the board with his findings.



Dunstable Conservation Commission Use of Wetland Protection Act Funds*

Chair Basbanes explained that the Dunstable Conservation Commission was requesting the use of \$2,000 from the Wetland Protection Act funds for title searches on two parcels: the Kennedy conservation restriction on High Street and a 1.3-acre lot on Lower Massapoag Pond that the Commission is considering purchasing.

Chair Basbanes clarified that the funds come from filing fees associated with applications to the Conservation Commission and not from the town's general budget. She also provided details about the 1.3-acre lot on Lower Massapoag Pond, explaining that it was surrounded by land already owned by the Conservation Commission and part of the Parkhurst subdivision open space area.

Joan Simmons asked about access to the area, and Chair Basbanes explained that while this purchase wouldn't increase access, there was already a way to reach the area through existing open space land.

On a **motion** by Select Board Member Ron Mikol and **seconded** by Vice Chair Meehan, In accordance with Massachusetts General Law, Chapter 131, Section 40, the Wetlands Protection Act, to was **voted to approve** the Conservation Commission to spend \$2,000 from the Wetlands Protection Act Fund for legal fee expenses associated with certification of title searches required for acquisition of the Kennedy Conservation Restriction on High Street, and a 1.3-acre lot on Lower Massapoag. **The vote was unanimous.**

Opening of Warrant for Annual Town Meeting May 12, 2025*

On a **motion** by Member Ron Mikol and **seconded** by Vice Chair Meehan it was **voted to open** the Warrant for the 2025 Annual Town Meeting to be held on Monday, May 12, 2025, and to close the Warrant on Friday, March 28, 2025, at 4 PM. **The vote was unanimous.**

Opt in for Early Voting for Annual Town Election May 20, 2025*

The board discussed the schedule for early voting for the annual town election on May 20, 2025. The proposed dates were Saturday, May 10, and May 12-15, with voting hours from 9 AM to 12 PM on May 10 and 9 AM to 1 PM for the remaining days. The board noted that early voting was successful last year and seemed to have good participation.

On a **motion** by Member Ron Mikol and **seconded** by Vice Chair Meehan it was **voted to approve** the Town Clerk's request to offer Early Voting for all local elections in 2025. The vote was unanimous.

Town Administrator Report

TA Silva informed the Select Board of the latest Town Administrator report available in their packets. There was no further discussion.

Topics not reasonably anticipated by the Chair

There were no additional topics raised.



Executive Session: Executive Session pursuant to G.L. c. 30A, section 21(a) pursuant to Purpose 2 to conduct strategy sessions in preparation for negotiations with nonunion personnel, Jason Silva, Town Administrator and William Farrell, Fire Chief, and Dunstable Police Union, NEPBA, Local 7, and conduct contract negotiations with nonunion personnel, Jason Silva, Town Administrator.*

On a **motion** by Member Ron Mikol and **seconded** by Vice Chair Meehan it was **voted to enter** into Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21(a), Purpose 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel, specifically Jason Silva, the Town Administrator, William Farrell, Fire Chief, and Dunstable Police Union, NEPBA, Local 7, and to conduct contract negotiations with nonunion personnel, Jason Silva, the Town Administrator. The Board will not reconvene in open session following Executive Session.
Leah Basbanes, aye; Ronald Mikol, aye; Kieran Meehan aye.

The vote was unanimous.

The public portion of the meeting was adjourned at 5:34PM.

Respectfully Submitted,

**Sue Fayne
Executive Assistant**

**Town of Dunstable Select Board
Meeting Minutes
Tuesday, March 11, 2025
5:00 PM**



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

The meeting was called to order at 5:00 PM by Chair Basbanes.

Public Comment

There were no public comments.

86 Century Way – consideration of disposition update

TA Silva provided an update on the disposition of 86 Century Way, discussed in our previous meeting, which is an undeveloped lot taken by tax title years ago. He reported having met with a law firm regarding the property sale process and explained that recent changes to the law in November had created uncertainty about which rules apply, given how long ago the town acquired the property.

The new law requires hiring a broker and has different stipulations for proceeds distribution. Under the old law, the town kept all sale proceeds, while the new law requires giving a portion to the previous property owner. TA Silva noted that lawyers have differing opinions on how to proceed due to lack of precedent with the new law.

Board members expressed concern and confusion about the potential implications, particularly regarding tax calculations and disposition fees. Kieran Meehan shared an anecdote about a similar situation in another town. TA Silva assured the board he would keep them updated as more information becomes available.

Annual Report Dedication*

Chair Basbanes brought up the need to decide on a dedication for the annual report. Ron Mikol suggested dedicating it to George McGovern, owner of a longstanding dairy farm in town who had recently retired and was experiencing health issues.

Chair Basbanes expressed hesitation, noting that traditionally the dedication was for individuals who had made significant volunteer contributions to the town through board service or other impactful work. The board discussed past dedications and the lack of formal criteria for selection.

After deliberation, the board decided to move forward without a dedication for this year's annual report.

Chapter 70 formula and Project 211 – consideration of sending a letter to the legislature*

TA Silva updated the board on efforts to address issues with the Chapter 70 school funding formula. He explained that Dunstable, as a minimum aid community, was disadvantaged by the current formula which has not keeping pace with expenses and inflation.

TASilva described the Project 211 coalition, organized by the Mass Association of Regional Schools,



which now includes over 230 affected school districts. He noted that Rep. Margaret Scarsdale had been a key leader in this initiative.

The coalition recommended that select boards send letters to legislators about the issue. The board was presented a draft letter provided by the coalition for their review and consideration.

Board members expressed support for sending the letter and leveraging all possible avenues to address the funding issues. They discussed the importance of coordinating efforts and sharing information with the community.

On a **motion** by Select Board Member Ron Mikol, and **seconded** by Vice Chair Kieran Meehan, it was **voted to send** a letter to Representative Margaret Scarsdale and Senator Ed Kennedy regarding the need for reform of the Chapter 70 formula and additional funding for the Groton Dunstable Regional School District consistent with the recommendations of Project 211. **The vote was unanimous.**

FY26 Budget Update

TA Silva provided an update on the FY26 budget process. He reported that the deficit for a level service budget had decreased to around \$500,000, partly due to a smaller than expected increase in health insurance costs for the Groton-Dunstable Regional School District.

Silva outlined his plans for community outreach and education about the budget, including presenting to the Advisory Board the following week. He aimed to get a recommendation from Advisory and a vote from the Select Board by March 26th to begin publicizing budget information.

Vice Chair Meehan raised concerns about potential outcomes if an override fails, asking about options such as using more free cash. Chair Basbanes and TA Silva emphasized the importance of responsible budgeting practices and building up free cash reserves, noting guidance from the Division of Local Services.

The board discussed the challenges of communicating budget complexities to the public and the potential consequences of failing to pass an override. They expressed optimism that circumstances this year were different from the previous year's failed override attempt, citing smaller request amounts and significant cuts already made.

Member Mikol touched on the town's improved credit rating and the importance of maintaining financial stability. Board members acknowledged the difficult decisions that may lie ahead if budget measures fail to pass.

Topics not reasonably anticipated by the Chair

This agenda item was not discussed

Executive Session: Executive Session pursuant to G.L. c. 30A, § 21(a)(10) to discuss confidential, competitively sensitive information provided in the course of activities conducted as a municipal aggregator under G.L. c. 164, section 134 and disclosure will adversely affect the town's ability to conduct business in relation to other entities making, selling or distributing electric power and energy.*

Executive Session: Executive Session pursuant to G.L. c. 30A, section 21(a) pursuant to Purpose 2 to conduct strategy sessions in preparation for negotiations with nonunion personnel, Jason Silva, Town



Administrator and William Farrell, Fire Chief and conduct contract negotiations with nonunion personnel, Jason Silva, Town Administrator.*

On a **motion** by Ron Mikol and **seconded** by Vice Chair Meehan, it was voted that the Select Board enter into Executive Session for the following purposes:

- Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a), Purpose 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel, specifically Jason Silva, the Town Administrator, and William Farrell, Fire Chief, and to conduct contract negotiations with nonunion personnel, Jason Silva, the Town Administrator.
- Pursuant to G.L. c. 30A, § 21(a)(10) to discuss confidential, competitively sensitive information provided in the course of activities conducted as a municipal aggregator under G.L. c. 164, section 134 and disclosure would adversely affect the town's ability to conduct business in relation to other entities making, selling or distributing electric power and energy.

Leah Basbanes, aye. Kieran Meehan, aye. Ron Mikol, aye.

The Board will reconvene in open session following Executive Session.

The meeting exited from Executive Session at 6:15pm

Town Administrator Contract – July 1, 2025 to June 30, 2028*

On a **motion** by Ron Mikol and **seconded** by Vice Chair Meehan, it was **voted to approve and execute** a contract for Jason Silva, Town Administrator, as negotiated, for the period of July 1, 2025, through June 30, 2028, which shall supersede any current agreements. **The vote was unanimous.**

Fire Chief Contract – July 1, 2025 to June 30, 2028*

On a **motion** by Ron Mikol and **seconded** by Vice Chair Meehan, it was **voted to approve and execute** a contract for William Farrell, Fire Chief, as negotiated, for the period of July 1, 2025, through June 30, 2028. **The vote was unanimous.**

Municipal Aggregation – authorization to sign electricity supply contract*

On a **motion** by Ron Mikol and **seconded** by Vice Chair Meehan, it was **voted to authorize** the Town Administrator to sign an electricity supply contract for the Dunstable Community Power program of no longer than three years and as long as the program price is no higher than the current National Grid residential basic service price. **The vote was unanimous.**

The meeting was adjourned at 6:25PM.

Respectfully Submitted,

**Sue Fayne
Executive Assistant**

**Town of Dunstable Select Board
Meeting Minutes**

**Wednesday, March 26, 2025
5:00 PM**



**In attendance: Chair Leah Basbanes, Vice Chair Kieran Meehan, Town Administrator Jason Silva;
Executive Assistant Sue Fayne
Absent: Select Board Member Ron Mikol**

The meeting was called to order at 5:05 PM by Chair Basbanes.

Public Comment

Vice Chair Meehan brought up a concern from a resident regarding the intersection of Hall Street and School Street. He explained that there was a yield sign at that intersection on school street going onto Hall, and with new owners putting up a big white fence, they allege that visibility had become an issue. The resident inquired about the possibility of installing a stop sign on School Street to improve safety.

Leah Basbanes asked if the fence placement violated any bylaws regarding objects blocking views, but it is properly set back and not violating any bylaws. Vice Chair Meehan responded that the resident had checked with the highway commissioner about a stop sign, who stated it was a Select Board matter to determine the feasibility of a stop sign.

The discussion expanded to include other traffic incidents and potential safety issues in town. Chief Hoar has a list of intersections and recommendations for stop signs. Vice Chair Meehan suggested we look at locations where incidents occurred and review them after the town meeting to see what improvements could be made.

Leah Basbanes agreed that this approach made sense, and no further public comments were made.

National Grid Hearing: River Street Pole Location*

Kieran Meehan read aloud the petition filed by National Grid for a pole and wire location on River Street. A representative from National Grid explained that the request was for a mid-span pole between two existing poles to feed a new 11 single-family residential development.

The National Grid representative clarified that the new pole would be on the same side as existing poles and would serve as a riser pole to provide three-phase power to pad-mounted transformers for the underground to the residential development. The board did not express any concerns about this request.

TA Silva inquired about the process of moving equipment from old poles to new ones, citing an ongoing issue at Groton Street and Cross Street. The National Grid representative explained their typical procedure for setting new poles and transferring equipment, noting that Verizon is responsible for removing old poles and transferring their equipment. The town expressed frustration that we are managing the transfer of wires from a pole that is leaning almost into the roadway, still has not been completed and removed. National Grid representative explained where their scope of ownership lies and based on the photos he reviewed; Verizon would be next to do their work.



On a **motion** by Member Vice Chair Meehan and **seconded** by Chair Basbanes, it was **voted to approve** National Grid to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, as proposed, in the public way or ways hereinafter referred to, as requested in their petition in the following location:

River Street - National Grid to install 1 JO pole on River Street beginning at a point approximately 260 feet South of the centerline of the intersection of River Street and Chapman Street and install 1 new 45/2 pole on River Street to power the new residential development.

And, further, to grant 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.

The vote was unanimous.

FY26 Town Administrator's Recommended Budget*

Jason Silva presented the FY26 budget proposal, highlighting key points:

- The tax levy for operating is projected to increase by 3.5%, while excluded debt service is decreasing by 46.75%.
- The total levy increase is estimated at 2.2%.
- The cherry sheet estimate shows a 5% increase based on the governor's proposal.
- Local receipts are estimated to increase by 6.67% or \$50,000.
- Total revenue being appropriated is increasing by 0.86%.
- Total operating debt expenditures are increasing by 6.59%.

TA Silva explained major changes in the budget, including:

- Health insurance rates increasing by 14.13% (budgeted at 2% increase)
- Pension assessment increasing by 24%
- Regional dispatch assessment coming online in FY28 at 50% of the total assessment
- Groton Dunstable Regional School District assessment increasing by 7.9%
- Greater Lowell Tech High School assessment increasing by 10.92%

TA Silva presented two budget scenarios: a level service budget and a budget matching the Groton assessment. The level service budget would require a \$480,000 override, while the Groton assessment match would require a \$188,963 override.

The Select Board discussed the implications of both scenarios, including potential cuts to town services and the school district if the larger override doesn't pass. They also debated the merits of presenting both options to voters and the potential confusion it might cause.

After extensive discussion, Vice Chair Meehan made a motion to recommend the town administrator's and advisory board's recommended FY26 operating budget.

On a **motion** by Vice Chair Meehan and **seconded** by Chair Basbanes, it was **voted to recommend** the Town Administrator's and Advisory Board's Recommended FY2026 Operating Budget with total



expenditures of \$14,214,450, which includes \$120,000 for Town capital expenses, \$50,000 transfer to the General Stabilization Fund, \$50,000 transfer to the CIP Stabilization Fund, and funding the Groton Dunstable Regional School District/GLTHS Assessments at the amount of \$9,020,968, requiring an general override of \$480,841, to be presented to the residents of the Town of Dunstable at Annual Town Meeting on Monday, May 12, 2025.

Further, a **motion was made and seconded** to approve the Town Administrator to present a second, contingency budget at Annual Town Meeting based on matching the Town of Groton's Assessment under their levy in the amount of \$13,922,572, which includes \$120,000 for Town capital expenses, \$50,000 transfer to the General Stabilization Fund, \$50,000 transfer to the CIP Stabilization Fund, and funding the Groton Dunstable Regional School District/GLTHS Assessments at the amount of \$8,729,090, requiring an override of \$188,963.

Items not reasonably anticipated by the Chair

No further discussion.

The meeting was adjourned at 6:12PM.

Respectfully Submitted,

**Sue Fayne
Executive Assistant**

ITEM # 9 & 10

ONE DAY LIQUOR LICENSE





**TOWN OF DUNSTABLE
SPECIAL ONE DAY LIQUOR LICENSE
APPLICATION
MGL c138(14), and 204 CMR 7.00**

PRINT

Date: 03/17/2025

Local Licensing Authorities may issue a special license for the sale of wine / or malt beverages to a responsible manager of any indoor or outdoor activity or enterprise (for profit or non-profit). Special licenses for the sale of all alcoholic beverages may be issued to non-profit organizations only.

Name of Applicant: Robert Julian

Business Name: Nashoba Club, Inc.

Mailing Address: 14 Central Ave. Ayer, MA 01432

FID/ SS #: 85-3778558

Event Information:

Date of Event: March 17, 2025

Time of Event: 5:00 pm

of Attendees: 300

Premise
Description

Dunstable Town Hall - High St. & Common St. will be closed for a Block Party Event in front/behind Town Hall

*** Attach floor plan:** Copy of the blueprints or hand drawn floor plan, drawn to scale, of the proposed premises.

Event Manager Information:

Event / Liquor Manager: Robert Julian

Phone Number 5085740377

** Manager must fill out CORI form - see checklist for instructions.*

email rj.t.julian@gmail.com

TIP Certification Information - List all individuals who will be serving alcohol with the training expiration. Attach copies of all certificates to the application.

Server: Robert Julian

Expiration Date: 03/01/2029

Server: Cole Pisani

Expiration Date: 03/01/2029

Server: Donna Julian

Expiration Date: 03/01/2029

** List additional names and expiration dates on a separate page and attach to the application.*

Persons holding a special license must purchase alcoholic beverages from a licensed wholesaler / importer, manufacturer, farmer-winery, farmer brewery or special permit holder. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. See ABCC or Town Website for more information.

Pursuant to MGL c62C(49A), I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under perjury that all statements and representations therein are true.

Signed By

Owner

Title

Date: 03/17/2025

ITEM #11

TOWN ADMINISTRATOR REPORT



Town Administrator's Report

April 8, 2025

Municipal Aggregation Plan

As you know, the Town has signed a contract with Dynegy to supply energy to Dunstable residents for 18 months starting in June. The Coming-Soon Postcard is being mailed today, Tuesday, April 8, and directs the public to the website for more information which is now live. As part of the public outreach efforts, the Town is required to host 2 public information sessions which we are currently coordinating with Peregrine Energy, our consultants.

FY26 Operating Budget

As a reminder, on April 16, 7 PM at the high school, the Town is hosting a community budget forum with the Town of Groton and Groton Dunstable Regional School District.

Cell Tower – Water Tank

T-Mobile has filed with the Planning Board to site their telecommunications equipment on the Town Water Tank. Under the Town Bylaw, they require a Special Permit.

MCO Associates Affordable Housing Project

MCO Associates has informed the Town that they intend to file with the ZBA this month, aiming for the week of April 14. Once they file, we will then request Technical Assistance from MassHousing to assist with managing the process.

Larter Field

Over the last few weeks, the Parks and Recreation Commissions have been dealing with significant sinkholes that developed at Larter Field. The Highway Department was extremely helpful with stabilizing the field, filling the sinkholes, and making it safe. I've been working with the Parks and Recreation Commission to solicit proposals to develop a long-term solution to this problem. As you know, during construction of the tennis courts, a large stump dump was found, which is likely the cause of the problem throughout the site. We've received several proposals now; next step is to develop a path forward and potentially draft a request for CPA funds.

Town Hall Chimney Repairs

The Town secured \$20,000 of CPA funds to make repairs to the faux chimney at Town Hall. We have brought on an architect, Gienapp Associates, the same firm being used for the Union Building work, to assist in developing specifications and a plan for the project. They were on site last week and have begun the work. I expect we will need to go back for a supplemental CPA appropriation to complete the repair work.

Police Station Windows and Doors Replacement

The contractor for this project has been selected and we are now waiting for the windows to arrive. They expect to have them in mid-April and, once received, they don't think the job will take longer than a week.

Library Repairs - Window Trim, Soffit, Fascia, and Gutter Replacement

This project was designed by Emerald Design Build and has been bid. Bids are due on April 10. We have received a lot of interest in the project; we'll see if this interest translates into competitive bids.

Union Building Restoration

Filed sub bids were due on April 1 and General Contractor bids are due on April 10. We have also finalized the grant contract with MassDevelopment to support the interior design of the building. The Union Building Rehabilitation Committee is meeting next on April 16 to review proposals and make a recommendation to the Select Board.

Treasurer/Collector regional position

We have interviewed several candidates for the position of Treasurer/Collector. The process is ongoing. I'll be sure to keep you updated as we progress.

Best Triangle Parcels

The Affordable Housing Committee and Affordable Housing Trust Board of Trustees jointly held a meeting a few weeks ago to discuss the Best Triangle parcels. As a result, they recommended reaching out to Habitat for Humanity to discuss the site and to determine if they'd have any interest in the parcels. Leah coordinated a meeting with the Board Chair which went very well. We have some follow-up to do with Habitat but very preliminarily, they expressed interest in working with the Town.

Block Party – Save the Date

Sue is leading the effort to organize the Block Party Event at Town Hall. The event will include food, drink, entertainment, games, arts, crafts, etc. It's planned for Friday evening on June 20 from 5:30-8:30 PM on the grounds of Town Hall.

Tennis/Pickleball Courts

Parks and Recreation has planned a grand opening celebration of the tennis and pickleball courts this month, Saturday, April 12 at 10 AM.

Greater Lowell Health Alliance Mini-Grant

The Town has received a \$3,000 grant from GLHA to support the Dunstable Senior Wellness Initiative. The initiative aims to enhance the health and well-being of older adults in Dunstable by providing accessible group exercise programs and increasing access to healthy, locally sourced foods. In collaboration with the Greater Lowell YMCA and local farms, this initiative will offer seniors structured fitness activities, fresh produce, and educational resources, including healthy recipes and cooking demonstrations, to help them incorporate nutritious foods into their daily meals.

New Carpets at Town Hall

The installation of new carpets at Town Hall is complete and they look great. Thanks to our insurer, MIIA, for assisting with this project.

Regional Transportation Grant - \$42,000

As you may recall, the Town was pursuing the installation of EV Chargers at Town Hall through a regional transportation grant we received. We were working with the Town of Pepperell on this project. The project was bid twice without receiving viable proposals for both Towns to implement. Unfortunately, we decided to abandon the project and, since then, the grant funds have been unused. Rather than EV Chargers, we are now planning to utilize these funds to purchase a plug-in hybrid vehicle for Patriot Regional Emergency Communications Center. This is in keeping with the regional nature of the grant, and also the ARPA legislation that was the source of these funds. I am currently working to finalize changing the grant contract to allow for the purchase.

Woodward's Mill Dam

We applied for a grant through the Dam and Seawall Repair or Removal Program Grants and Funds to fund the design for the improvements needed at the Woodward's Mill Dam. I have also submitted a smaller grant request to the Community Preservation Committee to complete the repairs to the void at the top of the dam under Pleasant Street.