



SELECT BOARD MEETING

Town of Dunstable

OCTOBER 8, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

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



BOARD/COMMITTEE/COMMISSION: Board of Selectmen
SUBMITTED TO TOWN CLERK: 10/03/2024 5:00 pm
MEETING DATE: October 08, 2024
MEETING TIME: 5:00 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 placement & times are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA ITEMS

1.	Meeting Called to Order
2.	Public Comment
3.	State Election Warrant*
4.	Conservation Restriction for Parcel 14 40 0 – Sweet, Pleasant Street*
5.	41 Lowell St. Land Development Agreement*
6.	ARPA Reallocation for Town Hall Boiler*
7.	TA Report
8.	Topics not reasonably anticipated by the chair
9.	Adjourn
10.	
11.	
12.	
13.	

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

Additional Details: Meeting will be streaming at youtube.com/@townofdunstable3179



STATE ELECTION WARRANT

Town of Dunstable

OCTOBER 8, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR STATE ELECTION

SS.

To the Constables of the City/Town of **Dunstable**,

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

Ward 0, Precinct 1
(ward/precinct numbers)

Dunstable Free Public Library
(polling locations)

on **TUESDAY, THE FIFTH DAY OF NOVEMBER, 2024**, from **7:00 A.M. TO 8:00 P.M.** for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENTFOR THESE UNITED STATES
SENATOR IN CONGRESS FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS THIRD DISTRICT
COUNCILLOR FIFTH DISTRICT
SENATOR IN GENERAL COURT FIRST MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURT FIRST MIDDLESEX DISTRICT
CLERK OF COURTS MIDDLESEX COUNTY
REGISTER OF DEEDS MIDDLESEX NORTHERN DISTRICT
SCHOOL COMMITTEE GREATER LOWELL 4 YEARS DRACUT
SCHOOL COMMITTEE GREATER LOWELL 4 YEARS LOWELL

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would specify that the State auditor has the authority to audit the legislature.

A YES VOTE would specify that the State auditor has the authority to audit the legislature.

A NO VOTE would make no change in the law relative to the State Auditor's authority.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would eliminate the requirement that a student pass the Massachusetts Comprehensive Assessment System (MCAS) tests (or other statewide or district-wide assessments) in mathematics, science and technology, and English in order to receive a high school diploma. Instead, in order for a student to receive a high school diploma, the proposed law would require the student to complete coursework certified by the student's district as demonstrating mastery of the competencies contained in the state academic standards in mathematics, science and technology, and English, as well as any additional areas determined by the Board of Elementary and Secondary Education.

A YES VOTE would eliminate the requirement that students pass the Massachusetts Comprehensive Assessment System (MCAS) in order to graduate high school but still require students to complete coursework that meets state standards.

A NO VOTE would make no change in the law relative to the requirement that a student pass the MCAS in order to graduate high school.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would provide Transportation Network Drivers ("Drivers") with the right to form unions ("Driver Organizations") to collectively bargain with Transportation Network Companies ("Companies")-which are companies that use a digital network to connect riders to drivers for pre-arranged transportation-to create negotiated recommendations concerning wages, benefits and terms and conditions of work. Drivers would not be required to engage in any union activities. Companies would be allowed to form multi-Company associations to represent them when negotiating with Driver Organizations. The state would supervise the labor activities permitted by the proposed law and would have responsibility for approving or disapproving the negotiated recommendations. The proposed law would define certain activities by a Company or a Driver Organization to be unfair work practices. The proposed law would establish a hearing process for the state Employment Relations Board ("Board") to follow when a Company or Driver Organization is charged with an unfair work practice. The proposed law would permit the Board to take action, including awarding compensation to adversely affected Drivers, if it found that an unfair work practice had been committed. The proposed law would provide for an appeal of a Board decision to the state Appeals Court. This proposed law also would establish a procedure for determining which Drivers are Active Drivers, meaning that they completed more than the median number of rides in the previous six months. The proposed law would establish procedures for the Board to determine that a Driver Organization has signed authorizations from at least five percent of Active Drivers, entitling the Driver Organization to a list of Active Drivers; to designate a Driver Organization as the exclusive bargaining

representative for all Drivers based on signed authorizations from at least twenty-five percent of Active Drivers; to resolve disputes over exclusive bargaining status, including through elections; and to decertify a Driver Organization from exclusive bargaining status. A Driver Organization that has been designated the exclusive bargaining representative would have the exclusive right to represent the Drivers and to receive voluntary membership dues deductions. Once the Board determined that a Driver Organization was the exclusive bargaining representative for all Drivers, the Companies would be required to bargain with that Driver Organization concerning wages, benefits and terms and conditions of work. Once the Driver Organization and Companies reached agreement on wages, benefits, and the terms and conditions of work, that agreement would be voted upon by all Drivers who has completed at least 100 trips the previous quarter. If approved by a majority of votes cast, the recommendations would be submitted to the state Secretary of Labor for approval and if approved, would be effective for three years. The proposed law would establish procedures for the mediation and arbitration if the Driver Organization and Companies failed to reach agreement within a certain period of time. An arbitrator would consider factors set forth in the proposed law, including whether the wages of Drivers would be enough so that Drivers would not need to rely upon any public benefits. The proposed law also sets out procedures for the Secretary of Labor's review and approval of recommendations negotiated by a Driver Organization and the Companies and for judicial review of the Secretary's decision. The proposed law states that neither its provisions, an agreement nor a determination by the Secretary would be able to lessen labor standards established by other laws. If there were any conflict between the proposed law and existing Massachusetts labor relations law, the proposed law would prevail. The Board would make rules and regulations as appropriate to effectuate the proposed law. The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect.

A YES VOTE would provide transportation network drivers the option to form unions to collectively bargain with transportation network companies regarding wages, benefits, and terms and conditions of work

A NO VOTE would make no change in the law relative to the ability of transportation network drivers to form unions.

QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would allow persons aged 21 and older to grow, possess, and use certain natural psychedelic substances in certain circumstances. The psychedelic substances allowed would be two substances found in mushrooms (psilocybin and psilocyn) and three substances found in plants (dimethyltryptamine, mescaline, and ibogaine). These substances could be purchased at an approved location for use under the supervision of a licensed facilitator. This proposed law would otherwise prohibit any retail sale of natural psychedelic substances. This proposed law would also provide for the regulation and taxation of these psychedelic substances. This proposed law would license and regulate facilities offering supervised use of these psychedelic substances and provide for the taxation of proceeds from those facilities' sales of psychedelic substances. It would also allow persons aged 21 and older to grow these psychedelic substances in a 12-foot by 12-foot area at their home and use these psychedelic substances at their home. This proposed law would authorize persons aged 21 or older to possess up to one gram of psilocybin, one gram of psilocyn, one gram of dimethyltryptamine, 18 grams of mescaline, and 30 grams of ibogaine ("personal use amount"), in addition to whatever they might grow at their home, and to give away up to the personal use amount to a person aged 21 or over. This proposed law would create a Natural Psychedelic Substances Commission of five members appointed by the Governor, Attorney General, and Treasurer which would administer the law governing the use and distribution of these psychedelic substances. The Commission would adopt regulations governing licensing qualifications, security, recordkeeping, education and training, health and safety requirements, testing, and age verification. This proposed law would also create a Natural Psychedelic Substances Advisory Board of 20 members appointed by the Governor, Attorney

General, and Treasurer which would study and make recommendations to the Commission on the regulation and taxation of these psychedelic substances. This proposed law would allow cities and towns to reasonably restrict the time, place, and manner of the operation of licensed facilities offering psychedelic substances, but cities and towns could not ban those facilities or their provision of these substances. The proceeds of sales of psychedelic substances at licensed facilities would be subject to the state sales tax and an additional excise tax of 15 percent. In addition, a city or town could impose a separate tax of up to two percent. Revenue received from the additional state excise tax, license application fees, and civil penalties for violations of this proposed law would be deposited in a Natural Psychedelic Substances Regulation Fund and would be used, subject to appropriation, for administration of this proposed law. Using the psychedelic substances as permitted by this proposed law could not be a basis to deny a person medical care or public assistance, impose discipline by a professional licensing board, or enter adverse orders in child custody cases absent clear and convincing evidence that the activities created an unreasonable danger to the safety of a minor child. This proposed law would not affect existing laws regarding the operation of motor vehicles while under the influence, or the ability of employers to enforce workplace policies restricting the consumption of these psychedelic substances by employees. This proposed law would allow property owners to prohibit the use, display, growing, processing, or sale of these psychedelic substances on their premises. State and local governments could continue to restrict the possession and use of these psychedelic substances in public buildings or at schools. This proposed law would take effect on December 15, 2024.

A YES VOTE would allow persons over age 21 to use certain natural psychedelic substances under licensed supervision and to grow and possess limited quantities of those substances in their home and would create a commission to regulate those substances.

A NO VOTE would make no change in the law regarding natural psychedelic substances.

QUESTION 5: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would gradually increase the minimum hourly wage an employer must pay a tipped worker, over the course of five years, on the following schedule:

- To 64% of the state minimum wage on January 1, 2025;
- To 73% of the state minimum wage on January 1, 2026;
- To 82% of the state minimum wage on January 1, 2027;
- To 91% of the state minimum wage on January 1, 2028; and
- To 100% of the state minimum wage on January 1, 2029

The proposed law would require employers to continue to pay tipped workers the difference between the state minimum wage and the total amount a tipped worker receives in hourly wages plus tips through the end of 2028. The proposed law would also permit employers to calculate this difference over the entire weekly or bi-weekly payroll period. The requirement to pay this difference would cease when the required hourly wage for tipped workers would become 100% of the state minimum wage on January 1, 2029.

Under the proposed law, if an employer pays its workers an hourly wage that is at least the state minimum wage, the employer would be permitted to administer a “tip pool” that combines all the tips given by customers to tipped workers and distributes them among all the workers, including non-tipped workers.

A **YES VOTE** would increase the minimum hourly wage an employer must pay a tipped worker to the full state minimum wage implemented over five years, at which point employers could pool all tips and distribute them to all non-management workers.

A **NO VOTE** would make no change in the law governing tip pooling or the minimum wage for tipped workers. Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2024.

_____	_____
_____	_____
_____	_____

Select Board of: **Dunstable**
(City or Town)

 HAND-POSTED
(Indicate method of service of warrant)

_____	_____, 2024.
Constable Signature	(Month and Day)

_____	_____, 2024.
Town Clerk Signature	(Month and Day)



CONSERVATION RESTRICTION

Town of Dunstable

OCTOBER 8, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT GOVERNOR

Rebecca L. Tepper
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1081
<http://www.mass.gov/eea>

CR 17182 - Dunstable -Approved for Local Signatures

Ref# 17182
Municipality: Dunstable
Municipal CR#: 17182
Address: Pleasant Street
Grantor: Ernest G. & Ernest G. Sweet
Grantee: Dunstable Rural Land and
Acres: 17.000

The above referenced CR is now approved for local signatures. **PLEASE READ** the instructions below:

Attached is the approved Word version of the CR from our office. Do not make any changes to the attached PDF without first notifying me. If you need to make changes – substantive or non-substantive (formatting, typos, etc.) email me a revised word document showing the revisions using the MS Word version of the CR attached to this email. We will review any and all changes and issue a revised approved CR for Local Signatures or let you know of additional changes.

- When ready to obtain signatures, please:
 1. Collect signatures/approvals from the Grantor, Grantee(s), and municipal officials, using the PDF of the CR attached to this email
 2. Fill in all dates and other information, as necessary, on the signature pages
 3. Properly notarize all signatures. **Make sure notary cites all the signatures and identifies them in the notary's statement/testament.**
 4. Once steps 1-3 are completed, **keep the "wet signatures" with you**, scan them and email me a PDF of the complete CR to Sheri.Widdiss@mass.gov; Denise.Galvao@mass.gov; & CRreview@mass.gov.
 1. **(do not mail a hard copy)**
 2. In your email tell us to whom and where you would like us to send the "wet signature" of the Secretary's signature page.
 3. If you want the signature page to be sent via FedEx, we need a PDF of a prepaid FedEx label.

Please let me know if you have any questions.

Regards,

Sheri Widdiss

Conservation Restriction Reviewer
Massachusetts Executive Office of Energy & Environmental Affairs
100 Cambridge St, 9th Floor Boston, MA 02114

GRANTOR: Ernest G Sweet aka Ernest Garrett Sweet and Ernest G. Sweet aka Ernest Gary Sweet

GRANTEE: Trustees of the Dunstable Rural Land Trust

ADDRESS OF PREMISES: Pleasant Street, Dunstable MA (Parcel 12 40 0)

FOR GRANTOR'S TITLE SEE: County Registry of Middlesex North
Deeds at Book 2480, Page 521

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

We, **Ernest G. Sweet aka Ernest Gary Sweet, married** of 233 Pleasant Street, Dunstable, Massachusetts and **Ernest G. Sweet aka Ernest Garrett Sweet, unmarried**, of 219 Pleasant Street, Dunstable, Massachusetts, constituting all the owners of the Premises as herein defined, for our successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, with QUITCLAIM COVENANTS, in consideration of Ninety Thousand and 00/100 (\$90,000.00) Dollars, grant to **Robert E. Kennedy, Alan E. Chase, Patricia B. Starbird, Alan Chaney, Paul Dalida, David E. Tully, Robert J. Ricardelli, Brian F. Reynolds, John C. Thompson, Bridgette Braley and Charles W. Tully, Jr., as Trustees of the Dunstable Rural Land Trust**, a non-profit charitable trust created by instrument dated August 20, 1987 and recorded in the Middlesex North District Registry of Deeds originally in Book 4571, Page 180, as amended and re-recorded in the Middlesex North District Registry of Deeds in Book 29741, Page 171, as amended in the Middlesex North District Registry of Deeds in Book 37652, Page 1, having an address of 1070 Main Street, Dunstable, Massachusetts 01827, their successors and permitted assigns ("Grantee"), **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in Dunstable, Middlesex County, Massachusetts containing approximately 17 acres, more or less, (the "Premises"). Said Premises being more particularly described on Exhibit A and shown in the reduced copy of a survey plan of land in Exhibit B, both of which are incorporated herein and attached hereto. Said Premises being a portion of the premises conveyed by deed of Margaret E.

Sweet dated May 28, 1981 and recorded with the Middlesex North District Registry of Deeds in Book 2480, Page 521.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

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

- Open Space. The Premises contributes to the protection of forests, wetlands, natural water courses, water quality, vernal pools, wildlife, soils and geological formations, and the protection of the Premises in their natural and scenic condition so as to preserve and enhance the natural vegetation and wildlife habitats;
- Woodlands. To preserve, maintain and improve the existing woodlands on the Premises;
- Scenic Views. To preserve and enhance natural and scenic views from Salmon Brook;
- Habitat Connectivity and Ecosystem Integrity. To supplement and support the protection and preservation of adjoining lands in the vicinity presently or in the future held and protected for conservation purposes. The premises abuts the Sawyer Tercentenary conservation area and the Fox Run Conservation Area;
- Area of Critical Environmental Concern (ACEC). The land nearest Salmon Brook is within the Massachusetts Department of Conservation and Recreation Petapawag ACEC. This area is protected for its natural and cultural resources.
- Wildlife Habitat. A portion of the Premises is designated as Priority Habitat for State-Protected Rare Species defined by Massachusetts Natural Heritage and Endangered Species Program (NHESP).
- Core Habitat/Critical Natural Landscape. A portion of the Premises is designated as BioMap Aquatic Core, Wetland Core and Critical Natural Landscape, as defined by Massachusetts Natural Heritage and Endangered Species Program BioMap, updated in 2022, is designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designated to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality. To afford and enhance certain protections to the Town of Dunstable and the public by the protection of the water supply due to the location of the Premises and its proximity to the Salmon Brook.

III. PROHIBITED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Structures and Improvements. Constructing, placing or allowing to remain any temporary or permanent structure including without limitation any building, road, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line or other, septic or wastewater disposal system, storage tank, dam or temporary or permanent structure or facility.,
- (2) Extractive Activities/Uses. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit or otherwise altering the topography of the Premises;
- (3) Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever;
- (4) Adverse Impacts to Water, Soil and Other Features. Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation.
- (5) Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, archaeological conservation or ecosystem function;
- (6) Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by the Grantor and Grantee;
- (7) Motor Vehicles. Use, parking or storage of vehicles including motorcycles, trail bikes, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles;
- (8) Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
- (9) Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
- (10) Any activity on or use of the Premises that takes or significantly harms any species listed as special concern, threatened or endangered by any qualified state or federal agency, or otherwise violates state or federal endangered species laws or regulations;

- (11) Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
- (12) Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
- (13) Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the conservation values.

B. Permitted Acts and Uses

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, for the benefit of the Grantor and Grantee, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and management hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV).
- (2) Non-native, Nuisance, or Invasive Species. The Removal of non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating from the Premises;
- (4) Natural Habitat and Ecosystem Improvement. Conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
- (5) Firewood. The limited harvesting of firewood for domestic use, not for commercial sale, consistent with Paragraph III.B.6;
- (6) Forest Management.
 - a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law), or conducting other forest management activities (hereafter “Forestry Activities”), provided that any such silvicultural activity must be designed to protect the Conservation Values of the Premises, including without limitation the following:
 - i. the protection of the scenic character of the landscape;
 - ii. maintenance of soil productivity and control soil erosion;
 - iii. maintenance and enhancement of wildlife habitat;

- iv. the protection of rare, threatened or endangered species; and provided further that any Forestry Activities shall be carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.
 - b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
 - iii. address how the Forest Stewardship Plan complies with this Paragraph III.B.6; and
 - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
 - c. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantor’s personal use for firewood or other use, and not for sale, not to exceed 2000 board feet or equivalent volume, shall not require a Forestry Plan provided that any such cutting complies with the Forestry BMPs.
- (7) Outdoor Passive Recreational and Educational Activities. Fishing, hunting, hiking, snowshoeing, cross-country skiing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities.
- (8) Motor Vehicles. Use of motor vehicles incidental to harvesting cord wood and saw logs and maintenance or logging roads and/or trails or as reasonably necessary in exercising any of the permitted rights or as may be required by public safety personnel in carrying out their lawful duties.

C. Site Restoration

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

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts, including, but without limitation, the current zoning By-law of the Town of Dunstable, the Wetlands Protection Act (Mass General Law Chapter 131 sec 40), and the Town of Dunstable General Wetlands By-law. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises at any time, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

This Conservation Restriction does not grant access to the general public for any purpose, and the Grantors retain their rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future such as render the purposes of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated, released or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

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

If any change in conditions ever gives rise to termination, release or extinguishment of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or

involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right.

Grantor and Grantee agree that this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined at the time of termination, release or extinguishment. Grantor and Grantor agree that the current fair market value of the Conservation Restriction as of the Effective Date is \$90,000.

D. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out;

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

VIII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership, unless otherwise provided by applicable law. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within forty-five (45) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

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

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

B. Amendment Approvals and Recording

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

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex North District Registry of Deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Ernest G. Sweet & Ernest G. Sweet
233 Pleasant Street
Dunstable, MA 01827

To Grantee: Trustees of the Dunstable Rural Land Trust
1070 Main Street
Dunstable, MA 01827

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT CALLED SWEET CONSERVATION RESTRICTION DATED FEBRUARY 14, 2023.

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premises change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead.

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Laws Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest.

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be a qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

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

Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor, Ernest G. Sweet & Ernest G. Sweet

Grantee Acceptance, Trustees of the Dunstable Rural Land Trust
Approval by the Town of Dunstable Board of Selectman
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of the Premises

Exhibit B: Reduced Copy of Recorded Plan of the Premises

WITNESS my hand and seal this ____ day of _____, 2024.

Ernest G. Sweet aka Ernest Gary Sweet

Ernest G. Sweet aka Ernest Garrett Sweet

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared **Ernest G. Sweet and Ernest G. Sweet**, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

This Conservation Restriction from **Ernest G. Sweet and Ernest G. Sweet** was accepted by **Robert E. Kennedy, Alan E. Chase, Patricia B. Starbird, Alan Chaney, Paul Dalida, David E. Tully, Robert J. Ricardelli, Brian F. Reynolds, John C. Thompson, Bridgette Braley and Charles W. Tully, Jr.,** as Trustees of the Dunstable Rural Land Trust this _____ day of _____, 2024.

John C. Thompson, President and Trustee of the
Dunstable Rural Land Trust

David E. Tully, Treasurer and Trustee of the
Dunstable Rural Land Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD OF TOWN OF DUNSTABLE

We, the undersigned, being a majority of the Select Board of the Town of Dunstable, hereby certify that at a public meeting duly held on _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from **Ernest G. Sweet and Ernest G. Sweet to Dunstable Rural Land Trust** in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

SELECT BOARD:

Ronald Mikol

Leah D. Basbanes

Kieran Meehan

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from **Ernest G. Sweet and Ernest G. Sweet to the Dunstable Rural Land Trust** has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2024

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Rebecca L. Tepper and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of the Premises

The land in Dunstable, Middlesex County, Massachusetts containing 17 acres, more or less, shown as “Proposed Conservation Restriction Parcel” on a plan of land entitled “Proposed Conservation Restriction Plan & Easement Plan in Dunstable, Mass. Prepared for Dunstable Rural Land Trust 1070 Main Street Dunstable, MA. 01827”, dated December 14, 2021, revised August 15, 2023, prepared by Goldsmith, Prest & Ringwall, Inc., recorded with the Middlesex North District Registry of Deeds in Book____, Page____.

Consisting of 17 acres, more or less.

EXHIBIT B

Reduced Copy of Recorded Plan of the Premises

[Plan attached on the following page.]



LAND DEVELOPMENT AGREEMENT

Town of Dunstable

OCTOBER 8, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

VILLAGES AT BRATTLE FARM

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) dated as of the 8th day of October, 2024 by and between the Town of Dunstable, a Massachusetts municipal corporation with a mailing address of 511 Main Street, Dunstable, Massachusetts 01827 (the “Town”), acting by and through its Select Board (the “Board”), and Brattle Development LLC, a Massachusetts limited liability company with a mailing address 147 Depot Street, Dunstable, Massachusetts 01827 (the “Developer”). The Town and the Developer are together the “Parties” and individually a “Party.”

WHEREAS, the Developer is the owner of certain parcels of land located at 41 Lowell Street, Dunstable, MA (composed of Dunstable Tax Parcels 17-4-0, 17-4-1, 17-6-0, 17-6-1, and 17-13) containing approximately 76.3 +/- acres as described in a deed dated March 19, 2021, recorded in the Middlesex North Registry of Deeds (the “Registry”) in Book 35517, Page 272 (the “Property”, a plan of which is attached hereto as Exhibit 1 (“Division Plan”));

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

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

WHEREAS, the Parties recognize that the Project offers an opportunity to develop underutilized land with a revenue-positive use, while also helping to stabilize the Town’s public water infrastructure; and

WHEREAS, the Parties recognize that the Developer’s proposal may impose on the Town certain infrastructure-related and other costs and impacts which should be mitigated by the Developer.

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

1. Obligations of the Developer. The Developer shall develop and operate the Project in compliance with the following requirements:

- a. Project Scope. The Project shall contain not more than 156 condominium ownership dwelling units, presently proposed to consist of a mix of 24 units in 12 two-unit duplex townhouse buildings, eight units in detached single-family style buildings, 124 units in three garden-style multifamily buildings, and a

clubhouse building with common amenities spaces. The final Project details shall be finalized during the permitting process as described in Section 3 below.

b. Project Age Restriction and Affordability.

- i. Subject to the approval of the EOHLC and the Dunstable Zoning Board of Appeals (the “ZBA”), all units of the Project shall be age-restricted as a 55+ community, with twenty-five percent (25%) of the units in the Project restricted in perpetuity as affordable at 80% of the applicable area median income (“AMI”), such that 25% of the Project’s units are eligible for inclusion on the state’s Subsidized Housing Inventory (“SHI”) under EOHLC regulations and guidelines. For purposes herein, the term “perpetuity” shall mean for so long as the improvements at the Property are being used for multi-family housing pursuant to the terms of the Project’s Comprehensive Permit.
- ii. Subject to approval by the EOHLC and in accordance with EOHLC requirements, the Developer shall provide a local selection preference for buyers who qualify for the Project’s affordable units.
- iii. The Project’s units shall be subject to all requirements of the LIP program, as specified by the EOHLC.
- iv. The Developer shall be responsible for the costs and administration of the lottery and marketing requirements associated with affordable units developed under the LIP program.

c. Division of Property and Project Site. As shown on the Division Plan (attached hereto as Exhibit 1), as part of the Project permitting, the Property, consisting of approximately 76.3 +/- acres, will be subdivided into 6 parcels as follows:

- i. Parcel 1, consisting of approximately 33.9 +/- acres, will contain the Project Site, including the entirety of the Project’s limit of work.
- ii. Parcel 2, consisting of approximately 2.2 +/- acres, will contain the Dumont Garage Property (as defined below).
- iii. Parcel 3, consisting of approximately 1.4 +/- acres, will be retained by the Developer and will not be part of the Project.
- iv. Parcel 4, consisting of approximately 4.1 +/- acres, will contain the Project Pasture Land (as defined below).
- v. Parcel 5, consisting of approximately 1.0 +/- acres, will be retained by the Developer and will not be part of the Project.

- vi. Parcel 6, consisting of approximately 33.8 +/- acres, will contain the Public Recreation Land (as defined below).
- d. Public Recreation Land. The parcel shown on the Division Plan as Parcel 6, consisting of approximately 33.8 +/- acres of contiguous open space located at the rear of the Property, shall be set aside by the Developer and made available to the public for passive recreational purposes (the “Public Recreation Land”), which shall be conveyed by the Developer to the Town, the Dunstable Rural Land Trust (the “DRLT”), or another entity approved by the Board, with any costs to the Town or the acquiring entity associated with the conveyance and dedication of the Public Recreation Land, including legal fees, to be paid for by the Developer.
- e. Buffer Zone. The Developer shall not construct any Project building within a 60-foot buffer zone around any wetland resource areas as defined in the Wetlands Protection Act, the regulations of the Department of Environmental Protection, and the Dunstable Wetlands Bylaw.
- f. Project Pasture Land.
 - i. The parcel shown on the Division Plan as Parcel 4, consisting of approximately 4.1 +/- acres, and representing a portion of the Property located at 396 Main Street (Dunstable Tax Parcel 17-6-0) contains open pasture land (the “Pasture Land”), which is separate from the Public Recreation Land.
 - ii. The Developer shall maintain the Pasture Land in its current condition in perpetuity free from principal or accessory buildings associated with the Project, but may use portions of the Pasture Land for an emergency secondary access driveway, stormwater management, septic system structures, and other non-building elements of the Project. Nothing in this Agreement shall prevent the construction of buildings or structures accessory to the use of the Pasture Land for agricultural or livestock grazing purposes, with such accessory agricultural buildings or structures not to occupy more than three percent (3%) of the total area of the Pasture Land.
- g. The Dumont Garage Property.
 - i. The parcel shown on the Division Plan as Parcel 2, consisting of approximately 2.2 +/- acres, and representing a portion of the Property located at 19 Lowell Street (Dunstable Tax Parcel 17-4-0, containing approximately 3.71 +/- acres) is improved with the Dumont garage, associated outbuildings, and a contractor’s yard (the “Dumont Garage Property”).

- ii. The Developer shall, at its sole cost, repair and/or reconstruct the Dumont Garage for use as a construction works facility/operations center for the Project during the construction of the Project, with such improvements requiring a building permit issued by the Town.
- iii. Acknowledging that the improvements to the Dumont Garage may benefit the Town as well as the Project, the Board will support the Developer in seeking a waiver of permit fees, filing fees, betterments, connection fees, and other similar fees associated with the improvements to the Dumont Garage from the relevant Town agencies.
- iv. Following completion of the improvements to the Dumont Garage Property set forth in the preceding paragraph, with such improvements having received a certificate of occupancy from the Town and in good repair, but not later than one year following issuance of the first building permit for residential units in the Project, or as otherwise agreed to by the Parties, the Developer shall convey to the Town the Dumont Garage Property at no cost to the Town. Prior to such conveyance, the Dumont Garage Property lot lines may be reconfigured or relocated as part of the Developer's Comprehensive Permit application.

h. Water Line Work.

- i. The Developer shall pay for the design, engineering, and construction of new public water infrastructure connection needed for the Project to connect to the Town's municipal water system (the "Water Line Work").
- ii. Without limitation, the Water Line Work shall include extending the Town's existing six-inch water main starting at the intersection of Main Street and Lowell Street and along Lowell Street to the Property's frontage on Lowell Street, at which location the Project site shall connect to the extended water main.
- iii. The Developer shall not commence the Water Line Work until receiving approval of the Developer's engineering plans for the Water Line Work from the Town's Board of Water Commissioners and the Town Engineer, which approval shall not be unreasonably withheld, denied, or delayed. All costs associated with the Town's review of the Developer's engineering plans for the Water Line Work shall be paid for by the Developer.
- iv. Acknowledging that the Water Line Work will benefit the Town as well as the Project, the Board will support the Developer in seeking a waiver of permit fees, filing fees, betterments, connection fees, and other similar fees associated with the Water Line Work (including but not

limited to installations, connections, and new service tie ins) from the Dunstable Board of Water Commissioners.

- i. Construction Consultant Fees. At least thirty (30) days prior to the filing of any building permit applications for the Project, the Developer shall deposit \$25,000 into an account set up by the Town to be used by the Town to hire a dedicated inspector/manager to oversee and facilitate the coordinated and efficient review of building permit applications and related applications, inspections of the Project, and oversight and inspections of the Water Line Work (the “Inspection Work.”) If the balance in the account for the Inspection Work drops below \$5,000, the Developer shall replenish the fund, and shall be responsible for additional expenses necessary to complete the Inspection Work. This section shall not supersede or abridge the ZBA’s authority, as part of the Project’s comprehensive permit application, to impose reasonable application fees and obtain funds from the Developer for third-party peer reviews, as permitted under Chapter 40B regulations and M.G.L. c. 44, § 53G.
 - j. Mass Works Grant Funding. In association with the development of the Project, and with Town input and for the Town’s benefit, the Developer shall cooperate with and support the Town’s efforts to obtain Mass Works grant funding for local infrastructure upgrades in order improve access between Dunstable Town Center and the Project.
 - k. Project Grant Funding. The Developer shall work in good faith to seek and apply for grant funding that may be available to assist with Project impact mitigation, including Community Preservation Act (“CPA”) funds, Affordable Housing Trust funds, and others, and shall cooperate in good faith with similar Town efforts.
 - l. Public Senior Center Access. The Town and local Dunstable residents aged 55+ shall have access to the Project’s common clubhouse for not less than 10 hours per week for Town-organized senior and recreational programming (the “Senior Center Access”). The schedule for the Senior Center Access shall be arranged between the homeowners’ association (“HOA”) to be formed to manage and operate the Project upon its completion and Town officials, with all parties to cooperate and work in good faith to determine an appropriate schedule that allows for reasonable public use of the Senior Center in such a way that does not negatively impact the rights of Project residents to do so as well.
2. LIP Application.
- a. Conditioned upon the Developer’s compliance with the terms and conditions of this Agreement, the Board shall support the application for approval of the Project by the EOHLC under the LIP program and shall provide letters of support for the Project on behalf of the Town and its Affordable Housing Trust

Fund Board of Trustees to be filed with said application (the “LIP Application”).

- b. Following the execution and recording of this Agreement in accordance with Section 4 of this Agreement, the Developer shall provide for the Town’s review of a draft version of the LIP Application together with all required supporting materials, including but not limited to a copy of this Agreement bearing the recording information provided by the Registry of Deeds.
- c. The Town’s review of the draft LIP Application shall be limited to a review as to its form and consistency with the terms of this Agreement. Within twenty-one (21) days after the Town’s receipt of the draft LIP Application, the Town shall either inform the Developer that the LIP Application is approved for filing or, if it is not approved, a statement of reasons why it is not approved. In the event of disapproval, the Parties shall work in good faith to resolve any disagreement as to the LIP Application. If the Town does not notify the Developer of its approval or disapproval of the draft LIP Application within said twenty-one (21) days of its receipt of same, the draft LIP Application shall be deemed approved for submission to the EOHLC for review in accordance with 760 CMR 56.04(2).
- d. Upon the Town’s approval of the LIP Application as to form and consistency with the terms of this Agreement, which shall not be unreasonably withheld or denied, the Developer shall submit the LIP Application to the EOHLC for review in accordance with 760 CMR 56.04(2).
- e. The Town shall not withdraw its support for the LIP Application except in the event of a default by the Developer under Paragraph 5(a) of this Agreement.

3. Project Permitting.

- a. If and after a written determination of site/project eligibility is made by the EOHLC for the Project, the Developer may file with the ZBA an application for a comprehensive permit along with any other applications for state or federal permits required for the Project.
- b. The Developer understands and acknowledges that while the Board, by execution of this Agreement, has endorsed the Project, the Town’s other permitting authorities, including but not limited to the ZBA, the Conservation Commission, and the Board of Health, are independent authorities and the Board cannot unduly influence proceedings before these authorities or guarantee the outcome(s) of any local permitting necessary for the Project. The Developer further understands and acknowledges that these other permitting authorities may perform review(s) of certain aspects or components of the Project within their respective jurisdictions, and that additional mitigation of Project impacts may be requested or required by them.

- c. The Parties understand and acknowledge that the nature of a comprehensive permit application is that the Project details will be preliminary in nature and that the final Project details may change during the course of the permitting processes described in the preceding paragraph, as well as during any other local, state, or federal permitting processes that may be required to develop the Project.
- d. Nothing in this Agreement shall be deemed to relieve or release the Developer from its obligation(s) to make proper application for and obtain all permit(s), license(s) and other approval(s) that may be required for the Project to proceed, if separate from and not subsumed by the ZBA's comprehensive permit, whether from a board, commission, official, or other agency, or agent of the Town, or from any state or federal agency.

4. Recording of Agreement.

- a. The obligations provided for in this Agreement shall run with the Property and shall be binding upon the Developer and its respective successors and assigns.
- b. Not later than ten (10) days following the execution of this Agreement by the Parties, this Agreement, in its entirety, shall be recorded with the Registry by the Developer at its sole cost and expense.
- c. Should this Agreement be terminated for any lawful reason, the Town agrees upon receipt of a written request from the Developer to record with the Registry an instrument releasing the Developer of its obligations under of this Agreement. In the event that the Town fails to record such a release within 30 days following receipt of a written request from the Developer, the Developer may record such a release accompanied by an affidavit certifying under the pains and penalties of perjury that this Agreement has been terminated.

5. Default and Enforcement.

- a. If the Developer shall default in the performance of any material term, covenant, or condition of this Agreement, which default shall continue for more than thirty (30) days after receipt of written notice from the Town to the Developer, the Town shall have the right to: (i) terminate this Agreement, (ii) notify the EOHLC of the Town's withdrawal of support for the Project under the LIP program, or (iii) exercise any other remedy available to it at law or in equity, including commencing an action for specific performance.
- b. If the Board shall default in the performance of any material term, covenant, or condition of this Agreement (including, without limitation, by the Board's withdrawal of support for the LIP Application except in accordance with the preceding paragraph), which default shall continue for more than thirty (30)

days after receipt of written notice from the Developer to the Board, the Developer shall have the right to (i) terminate this Agreement, in which event all deposits of funds and/or conveyances of property pursuant hereto shall be forthwith returned to the Developer, and neither Party shall have any further obligations hereunder, or (ii) exercise any other remedy available to it at law or in equity, including commencing an action for specific performance.

- c. It is the express intention of the Parties that each and every term, covenant, or condition of this Agreement be fully enforceable and binding on and against the Parties and the Property, and that any Party may pursue enforcement of this Agreement in the event of a breach or default, with all remedies at law and in equity available to it, explicitly including but not limited to specific performance.

6. Termination.

- a. This Agreement may be terminated upon the Developer's receipt of written notice from the Town in the event of a default by the Developer that has not been cured within thirty (30) days following the Developer's receipt of written notice from the Town of such default.
- b. This Agreement may be terminated upon the Town's receipt of written notice from the Developer in the event that (i) a comprehensive permit or any other local, state, or federal permit needed for the Project is not issued and its denial is not successfully appealed by the Developer, (ii) the Developer elects not to submit or withdraws its application for a comprehensive permit for the Project, or (iii) the Developer elects not to pursue a residential project at the Property.

7. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when: (i) delivered by certified mail, postage prepaid, return receipt requested, (ii) delivered by overnight carrier (e.g. Federal Express), or (iii) sent by email, with written confirmation of the email sent by first-class mail the date the email is sent, to the Parties at the addresses set forth below, or to such other place as a Party (or its successor, assign, nominee, affiliate, or designee) may from time to time designate by written notice:

Town:

Town of Dunstable
511 Main Street
Dunstable, MA 01827
ATTN: Town Administrator
Email: _____

Developer:

Brattle Development LLC
147 Depot Street
Dunstable, MA 01827
ATTN: James Tully, Manager
Email: jim@mcgovernauto.com

with a copy to:

Jesse D. Schomer, Esq.
Dain, Torpy, Le Ray, Wiest & Garner, P.C.
175 Federal Street, Suite 1500
Boston, MA 02110
Email: jschomer@daintorpy.com

8. Miscellaneous Provisions.

- a. This Agreement may not be assigned by any Party without the prior, written consent of the other Party, which shall not be unreasonably withheld.
- b. All obligations of this Agreement shall be subject to the requirements of M.G.L. c. 40B, § 20-23 and its implementing regulations, 760 CMR 56, as well as the Guidelines of the Executive Office of Housing and Livable Communities as applied by the Project's Subsidizing Agency. In the event any obligation hereunder is determined by the Subsidizing Agency to conflict with the foregoing authorities, the latter shall control; provided, however, that in the event of such a conflict, the Town and the Developer shall reopen this Agreement and negotiate in good faith amendments to this Agreement to result in neutral economic impact to the Town and the Developer.
- c. If under applicable law the terms of this Agreement are determined to any extent to be illegal, otherwise invalid, or incapable of being enforced, which unenforceability would materially and adversely affect the economic substance of the transactions contemplated by this Agreement, the Town and the Developer shall reopen this Agreement and negotiate in good faith amendments to this Agreement to result in neutral economic impact to the Town and the Developer.
- d. This Agreement 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 inures to the benefit of the Parties and their respective devisees, successors, and assigns, and may be modified, or amended only by a written instrument executed by the Parties.
- e. The captions and marginal notes are used only as a matter of convenience and

are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.

- f. The Parties agree that in any action concerning this Agreement the rule of contractual interpretation that ambiguities shall be construed against the draftsman shall not be applied.

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

TOWN OF DUNSTABLE
by and through its
Select Board

By: _____
Jason Silva, Town Administrator,
Duly Authorized by Vote of the Dunstable
Select Board on October 8, 2024.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, Jason Silva, Town Administrator of the Town of Dunstable, personally appeared and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of the Dunstable Select Board.

Notary Public
My Commission Expires:

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

BRATTLE DEVELOPMENT, LLC

By: _____
Matt McGovern, Manager

By: _____
James E. Tully, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, Matt McGovern, Manager of Brattle Development LLC, personally appeared and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of Brattle Development LLC.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, James E. Tully, Manager of Brattle Development LLC, personally appeared and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of Brattle Development LLC.

Notary Public
My Commission Expires:



ARPA REALLOCATION

Town of Dunstable

OCTOBER 8, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA

Summary

SCOPE OF WORK:

Denommee Plumbing, HVAC & Electric (DPHE) will provide all necessary labor, equipment and materials necessary to properly complete the HVAC installation as outlined below.

DPHE will come to site and shut down the boilers, the drain pan under the boilers will be sealed using flex seal to try and seal any leaks in the drain pan. Due to the conditions of the drain pan DPHE cannot guarantee the pan will be 100 percent leak free as well with the boilers being installed this quote does not include removal of the boilers for sealing of the pan, the pan will be sealed as close to the blocks under the boiler but DPHE will not be able to seal under the concrete blocks. If complete removal of the boiler and sealing of the pan is necessary to be at an added cost.



Subtotal	\$2,400.00
Tax	\$0.00
Total	\$2,400.00

Summary

SCOPE OF WORK:

Denommee Plumbing, HVAC & Electric (DPHE) will provide all necessary labor, equipment and materials necessary to properly complete the HVAC installation as outlined below.

DPHE will come out to site to preform maintenance on two Lochinvar KHN285 boilers located in the attic. Ignition and ionization electrodes will be replaced, refractory plates will be inspected, heat exchangers will be cleaned, drains will be flushed, and combustion analysis will be preformed to confirm units are running clean and safe.



Subtotal	\$2,475.00
Tax	\$0.00
Total	\$2,475.00

Summary

SCOPE OF WORK:

Denommee Plumbing, HVAC & Electric (DPHE) will provide all necessary labor, equipment and materials necessary to properly complete the HVAC installation as outlined below.

DPHE will come out to site and shut down the boilers, the existing relief legs will be cut out and tees will be cut into the condensate drain and relief valve blow down tubes will be repiped into the condensate drain line. The new connections and blow off tubes will then be tested to confirm no leaks.



Subtotal	\$1,600.00
Tax	\$0.00
Total	\$1,600.00

Summary

SCOPE OF WORK:

Denommee Plumbing, HVAC & Electric (DPHE) will provide all necessary labor, equipment and materials necessary to properly complete the HVAC installation as outlined below.

DPHE will come out to site and drain the water off the circulator located in the attic, then the hye-vent on the air separator will be replaced with new. The existing auto feed, relief valve, and expansion tank will be isolated and replaced. The expansion tank will have its pre-charge adjusted for the system pressure. The unit will then be started back up and air will be purged from the piping. Boilers will then be started up and proper operation will be confirmed.



Subtotal	\$7,769.84
Tax	\$0.00
Total	\$7,769.84



TA REPORT

Town of Dunstable

OCTOBER 8, 2024
DUNSTABLE TOWN HALL
511 Main Street | Dunstable, MA