



TOWN OF BEDFORD

Town Hall
10 Mudge Way
Bedford, MA 01730
Tel: (781) 918-4000 www.bedfordma.gov

SELECT BOARD

Paul Mortenson, *Chair*
Daniel Brosgol, *Clerk*
Terrence Parker
Bopha Malone
Shawn Hanegan

Select Board Agenda Monday, September 29, 2025

In-Person: Select Board Hearing Room, Town Hall, 10 Mudge Way
Optional Zoom Webinar Link

<https://us02web.zoom.us/j/85183882611?pwd=6qBQFCaU5VWfsdCnjsH3jiLMbTbWN1.1>

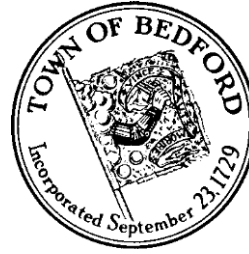
1-309-205-3325 Web ID 85183882611
Passcode: 502991

1. 7:00 PM Public Comment
2. 7:05 PM Conservation Restriction- 45 Crosby Drive
3. 7:15 PM Continued Public Hearing- General Bylaw and Charter Updates
4. 7:25 PM Historic District Commission Update- Karen Kalil-Brown, Chair
5. 7:35 PM Review FinCom Recommended Free Cash Policy changes
6. 7:45 PM Review Draft Special Town Meeting Warrant
7. 8:00 PM Ratify IAFF Union Contract amendments for FY26-FY28
8. 8:05 PM Consent
 - a. 20(b)s – Ellen Lally, Angelina Shinas
 - b. 9.15.25 Meeting Minutes
9. 8:10 PM Town Manager's Report
10. 8:15 PM Liaison Reports
11. 8:20 PM Adjournment

Times are approximate

TOWN OF BEDFORD

BEDFORD, MASSACHUSETTS 01730



CONSERVATION COMMISSION

Town Hall
10 Mudge Way
Phone: 781-275-6211
Email: Conservation@Bedfordma.gov

TO: Town of Bedford Select Board

FROM: Jeffrey Summers, Bedford Conservation Administrator

DATE: September 25, 2025

RE: Conservation Restriction approval at 45 Crosby Drive

Dear Select Board,

During the summer of 2024, Pamela Brown, Esq., came to the Conservation Commission seeking Certificates of Compliance for two open Orders of Conditions. One was for the original 1989 building construction at what was then 35 Crosby Drive (DEQE File # 103-234) and the second was for a building addition at the same location in 2003 (DEP File # 103-535). At the time, the Department was known as the Massachusetts Department of Environmental Quality, hence the DEQE designation.

Upon review of the requests, it was found that the original 1989 Order of Conditions refers to an agreement for the implementation of a Conservation Restriction on the northern end of the property. Condition #11 states:

“Since the applicant has agreed to place the area northerly of the proposed driveway, easterly of Crosby Drive, southerly of Middlesex Turnpike, and westerly of the wetland on site under a Conservation Restriction prohibiting building, excavating, filling, and alteration of vegetation, said Conservation Restriction shall be executed in conformance with M.G.L ch. 184, sections 31 & 32 prior to the issuance of a Certificate of Compliance.”

This Condition was never fulfilled and the issuance of a Certificate of Compliance was not issued.

In 1989, the property was owned by BASF Corporation and it is now owned by ABRE 45 Crosby Drive, LLC. Attorney Brown conferred with the current owners and they agreed to abide by Condition #11 as stated above. During the course of the last year, Attorney Brown has worked with Bedford Town Counsel, specifically Nina Pickering-Cook, Esq., and myself to develop a mutually agreeable Conservation Restriction to satisfy Condition #11.

On July 31, 2025, I was presented with the final version of the Conservation Restriction as reviewed by Attorneys Pickering-Cook and Brown. At a public hearing conducted on September 8, 2025, the Conservation Commission was presented with the Conservation Restriction and voted in favor of its implementation. Additional review and approval is required by the Select Board and finally the Secretary of Energy and Environmental Affairs.

In order to move the Conservation Restriction closer to final implementation, the Conservation Commission requests that the Select Board review and approve the Restriction. Therefore, I move that the Select Board approve the attached Conservation Restriction as shown in its final form.

Please find accompanying this memo:

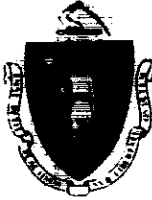
1. The original Order of Conditions (DEQE File # 103-234)
2. The Conservation Commission meeting minutes of March 1 & March 15, 1989, referring to the agreement to implement the Conservation Restriction.
3. The unsigned version of the final Conservation Restriction document.
4. The Proposed Conservation Restriction area site plan. The area is indicated on the plan as hatched with the wording, "Conservation Restriction Area, 179,695 +/- Sq. Ft."

Respectfully,

A handwritten signature in black ink, appearing to be 'Jeffrey Summers', written over a horizontal line.

Jeffrey Summers

Form 5



Commonwealth of Massachusetts

DEQE File No. 103-234
(To be provided by DEQE)

City/Town Bedford

Applicant B.A.S.F. Corporation
Information Systems

Order of Conditions
Massachusetts Wetlands Protection Act
G.L. c. 131, §40

From Bedford Conservation Commission

To B.A.S.F. Corp., Information Systems Same
(Name of Applicant) (Name of property owner)

Address 35 Crosby Drive Address Same

This Order is issued and delivered as follows:

- by hand delivery to applicant or representative on _____ (date)
- by certified mail, return receipt requested on or before April 28, 1989 (date)

LOT 1 721 P 200
LOT 1 722 P 1
718 P 197
LOT 2 737 P 1
LOT 3 810 P 48

This project is located at 35 Crosby Drive, Bedford

The property is recorded at the Registry of Middlesex South
of 162506
Book 942 Page 156

Certificate (if registered) L.C.C. 32697 A&B; L.C.C. 32047 B&C; L.C.C. 34759 B

The Notice of Intent for this project was filed on 2/7/89 (date)

The public hearing was closed on 3/29/89 (date)

Findings

The Conservation Commission has reviewed the above-referenced Notice of Intent and plans and has held a public hearing on the project. Based on the information available to the Commission at this time, the Commission has determined that the area on which the proposed work is to be done is significant to the following interests in accordance with the Presumptions of Significance set forth in the regulations for each Area Subject to Protection Under the Act (check as appropriate):

- Public water supply
- Private water supply
- Ground water supply
- Flood control
- Storm damage prevention
- Prevention of pollution
- Land containing shellfish
- Fisheries
- Protection of wildlife habitat

16-1

7 9 7 8 9 9

Therefore, the Commission hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the regulations, to protect those interests checked above. The Commission orders that all work shall be performed in accordance with said conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

General Conditions

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. This Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state or local statutes, ordinances, by-laws or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - (a) the work is a maintenance dredging project as provided for in the Act; or
 - (b) the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance and both that date and the special circumstances warranting the extended time period are set forth in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts of any of the foregoing.
7. No work shall be undertaken until all administrative appeal periods from this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department have been completed.
8. No work shall be undertaken until the Final Order has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is to be done. The recording information shall be submitted to the Commission on the form at the end of this Order prior to commencement of the work.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words, "Massachusetts Department of Environmental Quality Engineering,
File Number 103-234".
10. Where the Department of Environmental Quality Engineering is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before the Department.
11. Upon completion of the work described herein, the applicant shall forthwith request in writing that a Certificate of Compliance be issued stating that the work has been satisfactorily completed.
12. The work shall conform to the following plans and special conditions:

Plans:

Title	Dated	Signed and Stamped by:	On File with:
Site Plan in Bedford Mass Sheets 1, 4, 5, 6, 7, 8 of 8 sheets	2/28/89 final revision 3/8/89	Douglas E. Miller, PE	Bedford Conservation Commission

Special Conditions (Use additional paper if necessary)

See Attached Sheet.

(Leave Space Blank)

Issued By Bedford

Signature(s) Robert Folweiser

Gerald W. Keenan

Susan J. Moody

Steven M. Mearns

William J. Riley

Laura A. Beneley

Ruth P. Patel

This Order must be signed by a majority of the Conservation Commission.

On this 12th day of April, 19 89, before me personally appeared Robert Folweiser, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Susan J. Moody
Notary Public My commission expires March 18, 1994

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land upon which the proposed work is to be done or any ten residents of the city or town in which such land is located are hereby notified of their right to request the Department of Environmental Quality Engineering to issue a Superseding Order, providing the request is made by certified mail or hand delivery to the Department within ten days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and the applicant.

Detach on dotted line and submit to the Bedford Conservation Commission prior to commencement of work.

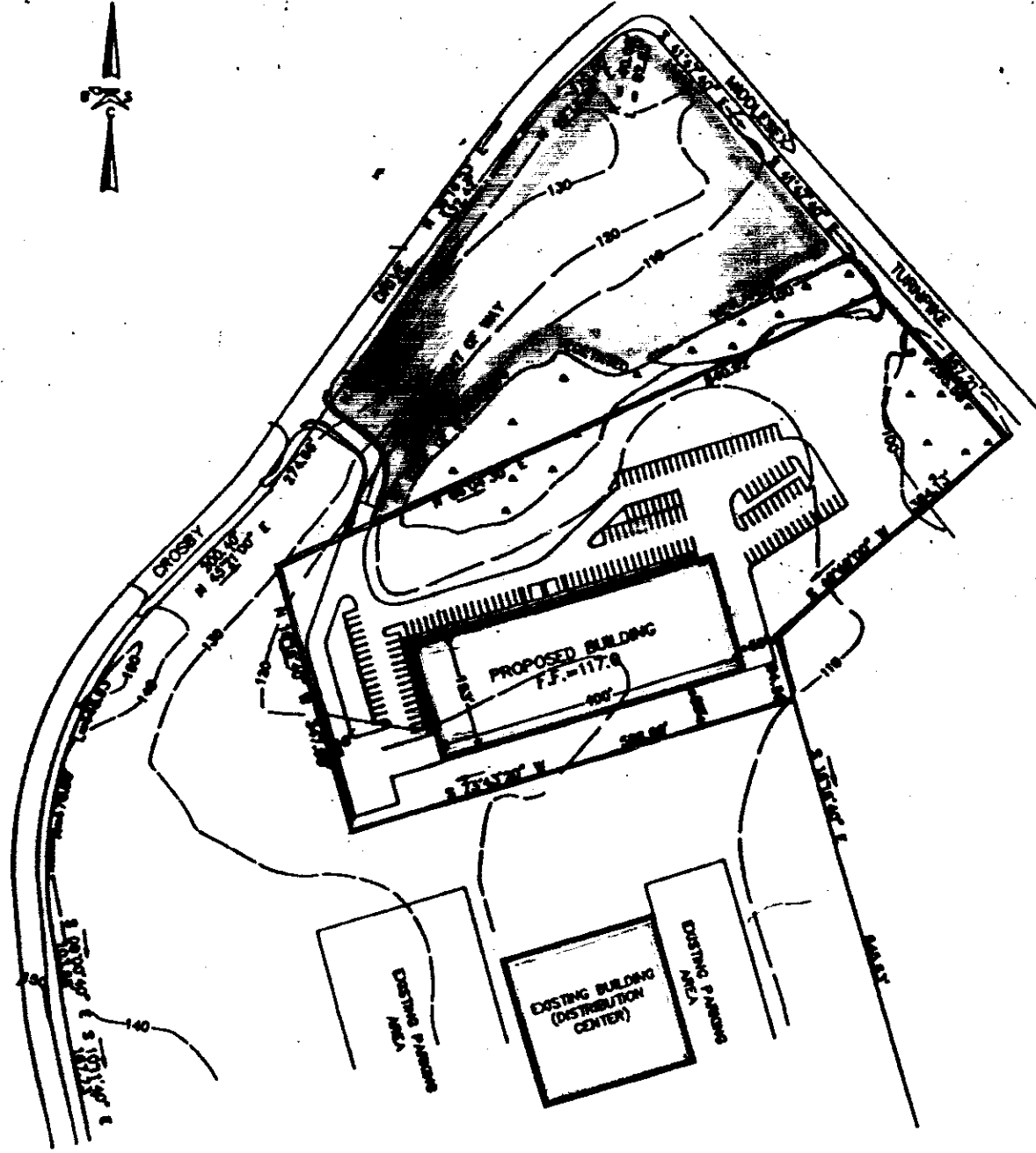
To _____ Issuing Authority

Please be advised that the Order of Conditions for the project at _____
File Number _____ has been recorded at the Registry of _____ and

has been noted in the chain of title of the affected property in accordance with General Condition 8 on _____, 19 _____

If recorded land, the instrument number which identifies this transaction is _____

If registered land, the document number which identifies this transaction is _____ Applicant



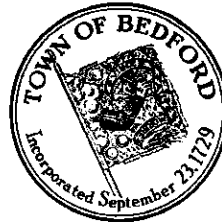
TOTAL LOT AREA: 317,270 S.F. (7.28 AC.)
 LOT COVERAGE: 61,200/317,270 = 19.3% (25% MAX.)
 FLOOR AREA RATIO: 77,200/317,270 = 24.3% (25% MAX.)
 LOT LANDSCAPING: 164,200/317,270 = 51.7% (50% MIN)
 TOTAL PARKING AREA: 86,060 S.F.
 GREEN SPACE: 10,495/86,060 = 12.2% (10% MIN.)
 TOTAL PARKING SPACES: 147 SPACES

PRELIMINARY
 PHASE I
 SITE PLAN

BEDFORD, MASS.

PREPARED FOR: B.A.S.F. CORPORATION
 SCALE: 1" = 200' APR. 10, 1969
 THE BSC GROUP - BEDFORD, INC.
 LAND SURVEYORS CIVIL ENGINEERS
 18 NORTH ROAD BEDFORD, MASS.

CONSERVATION COMMISSION



TOWN HALL
BEDFORD, MASS. 01730

Special Conditions: B.A.S.F. (103-234)

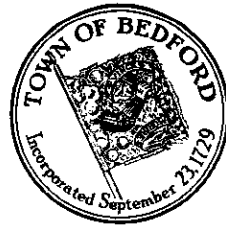
The Bedford Conservation Commission has completed its review of the B.A.S.F. Notice of Intent (D.E.Q.E. #103-234). Under the provisions of the Wetland Protection Act, and the regulations adopted pursuant to the Act (310 CMR 10.00), the Bedford Conservation Commission issues this Order of Conditions. The Order of Conditions is based upon: 1) information presented to the Commission via the Notice of Intent filing, 2) information presented to the Commission during the public hearings, and 3) reference material (available to the public) on the natural resources of Bedford.

The B.A.S.F. project consists of a proposal to construct an industrial facility of approximately 80,000 square feet and its appertenant parking areas. Storm water will be handled through an "infiltrator" system (leaching basins), which will recharge it back into the ground. The proposed facility is not expected to use or generate hazardous materials or hazardous waste. Some of the building, parking areas, and infiltrator systems lie within the 100' buffer zone of a bordering vegetated wetland. Bedford Groundwater Resource Study (IEP, 1980) indicates that the work within the buffer zone is also within the aquifer area for Bedford's municipal wells, numbers 7, 8, and 9. No wetlands are proposed to be altered.

Since the Bedford Conservation Commission determined that the work within the buffer zone will alter the wetland resource area, the Commission imposes the following conditions in order to protect the eight statutory interests of the Act.

- 1) There shall be no disposal or storage of erodable material or construction materials in any wetland or buffer zone except within the footprint of the building.
- 2) The field supervisor who will be responsible for ensuring compliance with this Order of Conditions shall be identified to the Commission prior to the start of work. As a minimum, the Commission shall be provided with the supervisor's name, address, and phone number.
- 3) All catchbasins and gas and oil separators shall be maintained in their original operating condition and inspected at least once per year. The Commission shall be notified when the cleaning has occurred.
- 4) Snow removal shall be directed away from the wetlands. In addition, a shrub and/or fence barrier of at least 3½' in height shall be established along the wetland side of the parking area to prevent snow from being pushed into the wetlands.
- 5) No de-icing chemicals shall be used on the roadways and parking areas, except for pedestrian walkways and the driveway entrance for a distance of 200' from Crosby Drive.

CONSERVATION COMMISSION



TOWN HALL
BEDFORD, MASS. 01730

Page 2 - Special Conditions:

- 6) The building owner shall require that samples of the storm water from each of the three distribution boxes shown on the plan shall be taken. The sampling shall be done at least twice annually (once in spring and once during autumn) during rains whose duration is at least 20 minutes and during which at least .1 inch of rain falls as determined by an on-site monitor. The grab samples shall be taken during the first 20 minutes of the storm and shall be analysed for: pH, Total Organic Content, and oil and grease. Each of the three samples shall be analyzed by an E.P.A. approved laboratory and the results forwarded to the Conservation Commission within 30 days of sampling.
- 7) The Bedford Conservation Commission hereby appoints the Bedford Conservation Ranger as its administrative agent with full powers to administer and enforce this Order of Conditions.
- 8) Prior to start of construction, the Conservation Commission shall be provided with a work completion schedule which shall be updated as modifications are made.
- 9) All erosion control methods and devices shall be maintained in a functional status for as long as the ground remains unstabilized. Upon approval by the Conservation Commission, the devices shall be removed.
- 10) This Order of Conditions shall apply to all successors in interest and successors in control.
- 11) Since the applicant has agreed to place the area northerly of the proposed driveway, easterly of Crosby Drive, southerly of Middlesex Turnpike, and westerly of the wetland on site under a Conservation Restriction prohibiting building, excavating, filling, and alteration of vegetation, said Conservation Restriction shall be executed in conformance with M.G.L. ch. 184, sections 31 & 32 prior to the issuance of a Certificate of Compliance.
- 12) This Order of Conditions is based upon information presented to the Commission through the Notice of Intent and public hearing process. Any proposed or executed changes in the information presented to the Commission shall require the applicant, or new owner of the site, whichever is appropriate, to file a new Notice of Intent, or to inquire of the Bedford Conservation Commission in writing whether the change or changes are substantial enough to require a new filing.
- 13) The Bedford Conservation Commission agents, members, and employees shall have a right of entry onto the property to inspect for compliance with this Order of Conditions.
- 14) There shall be no storage of hazardous material outside the building.
- 15) The building owner agrees to submit to the Conservation Commission a complete copy of any new or revised environmental permit application for the building

7 9 7 8 9 9

CONSERVATION COMMISSION



TOWN HALL
BEDFORD, MASS. 01730

Page 3 - Special Conditions:

regardless of whether it is to a municipal, state or federal agency, concurrently with the filing to the regulatory agency.

- 16) The Conservation Commission will be included in any SARA Title III communication concerning the building.

RECEIVED
TOWN OF BEDFORD
MAY 11 1988

6-9

Endorsed By LEWIS
Checked By MCDEMONIX

DOCUMENT 79/899

M. Robert Queen

45 William St #240 - 335-4400

W. Elsiey MA. 02181

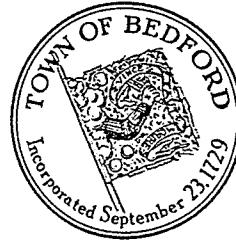
6 8 1 6 1

90. MIDDLESEX LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

DN 04/20/89 AT 08:19:45 20.00

NOTED ON:
CERT 04/20/89 BK 942 PG 136

CONSERVATION COMMISSION



TOWN HALL
BEDFORD, MASS. 01730

BEDFORD CONSERVATION COMMISSION MINUTES

March 1, 1989

PLACE: New Town Hall, Mudge Way, Bedford

PRESENT: Robert Folweiler, Susan Moody; Laura Bensley; Ruth Patel;
William Liley; Steven Meretzky; Michael McHugh, Conservation
Ranger.

ABSENT: Donald Heyda.

GUESTS: Jim Maglione, 8 GlenOra Drive; Douglas Miller, BSC-Group;
Bernard Udell, 26 Cot Hill Road; Susan Frey, 35 Crosby Drive,
BASF; G.E. Guild, 35 Crosby Drive, BASF; Fred Russell, 18 North
Road, BSC-Group, Bedford.

Minutes:

February 1 - approved as corrected.

February 15 - regular session - approved as corrected.
executive session - approved as written.

Discussion with Town Administrator, Richard Reed:

The chairman of the Commission suggested the following topics for discussion:

- 1) Communication concerning what the Commission is all about.
- 2) Concerns about office space for the Ranger.
- 3) Preliminary discussion of structurally changing reporting arrangements.

The Chairman explained to Mr. Reed that the Commission has responsibility in the following areas: enforcement of the Wetlands Protection Act, and overseeing conservation land. There was also a brief discussion concerning the background of Fawn Lake, the Land Acquisition Sub-committee, the Town Forest and the Community Gardens.

The Commission expressed reservations about the suitability of the downstairs office space which has been suggested for use by the Ranger. Of special concern was the prospect that it would be shared space.

Mr. Reed felt that it would be desirable to keep the Ranger in the present building and that room across from the Building Department is presently the only available space. He promised that all the necessary work would be done, such as installing telephone lines and insuring that there would be adequate heating, lighting, and ventilation. He thought that it could be done within two to three weeks. He also mentioned that it

wouldn't necessarily have to be the dog officer sharing the space, but that it could be someone part time from the Building Department and, if that department could be organized more efficiently, it might not be necessary to share the office at all.

CC: We have a concern that the Ranger might become a part of the Building Dep't. Mr. Reed: I have no intention of changing the Ranger's job. It would be more procedural type of help - not technical help. I would like the Building Department to expand into a broader department, dealing with a wider range of code enforcement issues; there is a great need for more teamwork among the town departments and town boards. Since the fiscal future for the town is looking tight, we're not looking for any personnel increases.

CC: Can the basement office space be made available to the Ranger independent of the re-structuring proposal?

Mr. Reed: Yes.

CC: What is the Ranger's chain of command?

Mr. Reed: Technically, I am his supervisor, but the Building Department head is more of a supervisor than I am in day to day contact.

Upon request of the Commission, Mr. Reed agreed to continue the discussion concerning the re-construction proposal.

Informal Discussion - James Maglione:

Mr. Maglione wished to discuss the deteriorating condition of the Jordan Conservation Area on Hartwell Road. He noted the following problem areas:

- 1) It has become a dumping area.
- 2) Kids are driving over the gardens with trail bikes.
- 3) The pumps don't work - there is no water at all.
- 4) The site is used as a parking lot by the neighboring homes.
- 5) The fences are knocked down - the entire area is overgrown.

Mr. Maglione mentioned that there is nothing there to indicate that it is town property and is to be used by the townspeople. He suggested that tickets (non-criminal) could be issued for violations and that signs could be provided. He emphasized that strong leadership and public relations are in order.

It was suggested by the Commission that Mr. Maglione meet with the Ranger to draft a substantial, informative sign and that the Commission would put it up.

Public Hearing, Notice of Intent, B.A.S.F. - 35 Crosby Drive:

Douglas Miller, B.S.C. Group- Bedford, represented the applicant who proposes to construct an 80,000 ft. building along with adequate parking facilities. Some of the building and parking will lie within the 100' buffer zone.

The plans submitted for review were revised ones which eliminated the driveway on Middlesex Turnpike and showed the revised driveway location on Crosby Drive. The location of the building had been moved slightly, but it was felt that the submitted plans met the requirements of the Planning Board and Public Works Department. The revised driveway required more grading and has moved closer to the existing wetland, which is mostly wooded with no standing water; from the narrow neck down, however, it is a more typical wetland with occasional standing water.

The parking area is in compliance with zoning by-laws and a drainage system (called an infiltrator) has been designed which would take all the drainage from the parking lot; the net result is that none of the drainage from the site would enter the wetlands. Overflows from the drainage system have been
DIRECTLY.

provided that lead into the wetland in case the drainage system fails. Other revisions: a catch basin in the loading dock will have a gas and oil trap and then go into the leaching system, and all the leaching systems will now be in the back of the building. In short, the applicant has tried to limit the impact of the building on the wetland area.

The Ranger commented on the following issues:

- 1) The Commission should ask for a full set of readable plans.
- 2) The soil erosion control notes should be modified so that any soil exposed for 1 month or more should be seeded.
- 3) The Commission's main concern is the potential for groundwater contamination. The site is within the indirect recharge zone for our town wells, and anything that is spilled externally is placed directly into the groundwater table. Although B.E.S.F. maintains that they will not be using any hazardous chemicals at the site, since the area is zoned industrial, we should consider what the future use of the site might be. It is necessary that the Commission address long term water quality issues.

The Commission discussed the issues of monitoring wells, snow removal, and alternatives to the parking area location. It was also suggested to put a permanent visual marker near the wetland to see if it is changing.

Miller: One thing we had discussed today was the possibility of putting a standard M.W.R.A. gasoline trap in the loading dock area, because that is the area where the most potential exists for a serious spill.

The Ranger recommended that the hearing be continued so that there could be further discussion on the following issues:

- 1) Full set of plans
- 2) New soil erosion specifications
- 3) Permanent markers of some sort on the wetland boundaries
- 4) Monitoring wells
- 5) Snow should be stored outside the buffer zone
- 6) Line of hay bales shown at the buffer zone
- 7) Gas & oil separators
- 8) Alternative sites for parking
- 9) Guardrail or trees used as a protection from snow removal

The Commission moved unanimously to continue the hearing to March 15 at 8:00 p.m.

Public Hearing, R.D.A. - 26 Cot Hill (Mr. Bernard Udell):

The applicant, Bernard Udell, proposes to construct a garage (24' x 32') of wood frame construction on concrete foundation and floor. The wetland is approximately 35' from the proposed garage. There is a moderate slope, shallow soil, ledge, and potential for erosion during construction.

CC: Will you be using machinery?

Udell: We'll probably need a backhoe - any fill dug out will be used to fill in the garage floor.

CC: What kind of soil is there:

Ranger: Wet, shallow, and probably sandy gravel.

Udell: There would be no need to go into the wetland area with any equipment.

The hearing was then closed and the applicant modified the plan to show the limit of work.

The Commission moved unanimously that the Determination be Negative for reason #3 with the following Special Conditions:

- 1) A line of staked haybales be established at the limit of work and left on site until the removal is approved by the Ranger.
- 2) All excavated material is to be placed within the confines of the structure.

Order of Conditions - 1 Fox Run Road:

The Commission voted unanimously to adopt the Order of Conditions as amended.

Certificate of Compliance - V.A. Landfill:

The Commission voted unanimously to issue the Certificate of Compliance for the V.A. Landfill.

Land Management Study - Davis Road Area:

The Ranger obtained a rough estimate of \$6,000 to \$12,000 for the study with a turn around time of about 2 months. The Ranger was directed to have a joint meeting with the Planning Board to discuss the study.

Paper Cost:

The Commission moved to authorize \$140.00 for the Ranger to purchase site-plan paper.

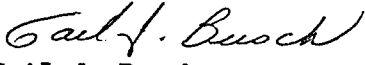
El-Will Farm:

The Commission authorized the Ranger to write a letter to the applicant expressing the recognition that the site is finally in complete compliance with the Order of Conditions.

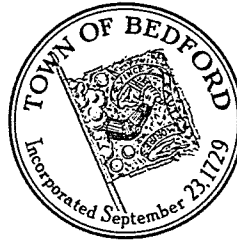
Enforcements - 23 and 31 Burlington Road:

Work has ceased, and the Ranger will continue to monitor both sites.

Submitted by,


Gail J. Busch,
Secretary

CONSERVATION COMMISSION



TOWN HALL
BEDFORD, MASS. 01730

BEDFORD CONSERVATION COMMISSION MINUTES

March 15, 1989

PLACE: New Town Hall, Mudge Way, Bedford

PRESENT: Robert Folweiler, Susan Moody, Donald Heyda, Laura Bensley, William Liley, Steven Meretzky, Ruth Patel, Michael McHugh, Conservation Ranger.

GUESTS: Susan A. Frey, B.A.S.F.; G.E. Guild, B.A.S.F.; Douglas Miller, B.S.C.-Bedford; Frederick Russell, B.S.C.-Bedford.

Minutes:

March 1 - approved as corrected.

Brochure Estimates:

The Commission discussed estimates for Conservation Land Brochures from three firms. It was recommended that a request be made for samples of graphic artistry from these firms before a decision was made.

Public Hearing, Continuation, Notice of Intent, B.A.S.F.:

Douglas Miller, B.S.C. Group-Bedford, reviewed the information that had been requested at the last meeting;

- 1) A complete set of plans has been delivered.
- 2) Standard MWRA Gas & Oil Separator is shown on the Utility Plan: It is essentially a 1500 gallon septic tank with a 2½' high divider in the middle which will act as both a trap for the sediment and reduce the velocity.
- 3) A conservation easement or restriction was discussed and also a potential covenant for protection against future use or expansion.
- 4) A guard rail is shown on the plan between the building and the wetland, so that snow couldn't be plowed into the wetland. A letter is supplied on behalf of B.A.S.F. stating that snow would not be stored in areas adjacent to the wetlands. Snow would be stored on the southerly side of the site.
- 5) Permanent markers have been added on the Erosion Plan to delineate the wetland boundaries.
- 6) Haybales have been added to the plans.

Basically, all the revisions to the plans that were discussed at the

last meeting have been made.

Ranger: I met with Chick Guild and Susan Frey(B. A.S.F.) to discuss the issues of a conservation easement, groundwater monitoring wells, and placing a covenant on the land whereby any changes in the proposed use will be reported to the Commission.

The result of that meeting is that B.A.S.F. has agreed to place a conservation restriction in the area that the Commission wanted it placed. In terms of groundwater quality monitoring, B.A.S.F. expressed concern over potential liability problems that a monitoring program might create for them, and have proposed instead that they will monitor storm water as it enters into the infiltrator system. As to the covenant, B.A.S.F. has proposed that (1) any changes involving the use of hazardous materials will be reviewed by the Conservation Commission and (2) as a condition for the purchase and sale for the site, the future owner will notify and arrange a meeting with every Board in Bedford, and review what the proposed uses of the site are.

CC: How is this water quality program going to operate?

Susan Frey: Under the Clean Water Act, the Federal Government has the authority to monitor any water discharge. Within the next couple of years EPA has mandated that stormwater runoff will have to have a water permit. We will start this ahead of time as best we can with whatever regulations are being proposed, and with the lack of regulations, we'll just use our best judgment.

CC: What is your best judgment right now as to frequency of monitoring, and what do you propose to analyze for?

Frey: Three parameters: p h, TOC (total organic compounds), oil & grease.

CC: Frequency?

Frey: There is only discharge when it rains.

CC: Where is the sample coming from?

Miller: There are three distribution boxes proposed for the site, one at each of the large infiltration systems. It (distribution box) is a small concrete structure with a manhole cover; the water passes in, builds up, and flows out to the various pipes.

CC: We're inviting you to put in a frequency of monitoring proposal.

CC: Are there federal standards on TOC?

Frey: I don't think they apply to stormwater

Ranger: Stormwater run-off is currently not regulated by anybody.

CC: How is the information that is gathered going to be reported? What will its availability be?

Frey: We strongly suggest that B.A.S.F. draft a proposal for review that would be included in the Order of Conditions, and monitoring should be at least twice a year.

We assume that TOC includes all organics, and we want the method used to be referenced.

The Commission expressed concern over a change of owners and the use of hazardous materials. It was also suggested that there could be a requirement

in the Purchase and Sale agreement concerning future use of the site.

^{ASKED}
The Commission for a legal document or covenant to be reviewed by the Town Counsel before the Order of Conditions would be issued.

A discussion followed concerning the differences between an easement and a restriction. Mr. Miller mentioned B.A.S.F.'s concern over an easement and expansion on the site.

CC: There are still some open questions in the following areas:

- 1) Process for monitoring water
- 2) Easement/restriction
- 3) Usage covenant
- 4) Purchase & Sale Agreement clause

It was agreed by the Petitioner to continue the hearing on March 29 at 8:45 p.m.

Public Hearing, R.D.A., Water Main from Railroad Bed to Job Lane School (D.P.W.):
The D.P.W. proposes to run a water main from the Railroad Bed to Job Lane School. The work on the railroad bed will be approximately 20 feet from a wetland. This is part of a project to install some water mains in town to increase fire plug capabilities.

Richard Warrington (DPW): At the beginning the water main will parallel the existing sewer. There are wetlands on the side of the railroad bed, but the work in the railroad bed will be minimal - just a matter of tying in.

CC: What kind of protection for the wetlands is proposed?

Warrington: At the lower end of the railroad bed we'll have the contractor put a line of staked haybales.

CC: Is the limit of work outside of the wetland area completely?

Courchaine (DPW): It will be in the buffer zone.

CC: Is it possible to have some kind of marker so that the contractor knows not to go on the wetland side of the railroad bed?

Warrington: We could install an orange snow fence on the top of the slope.

CC: Why looping? Why not come up Sweetwater?

Warrington: There is a better flow and better quality of water.

The Commission moved that the hearing be closed, and it was voted that the Determination be Negative for reason #3, with the following Special Conditions:

- 1) Prior to the start of construction, the applicant shall place a line of staked haybales on the wetland side of the railroad bed.
- 2) An orange snow fence shall be placed at the top of the slope of the railroad bed.

Public Hearing, Notice of Intent, Hancock Street Sidewalk (D.P.W.):
The D.P.W. proposes to install a sidewalk on the eastern side of Hancock Street, running from Springs Road to Pine Hill Road.

Courchaine: In order to install the sidewalk, the area would have to be cleared, and just on the other side of that clearing is the wetlands. There will be a 5½ ft. high retaining wall. Approximately 100 sq. feet of wetland will be altered, but replication is not required. There is no sidewalk or curbing there now, but when granite curbing is installed, water will be channeled along the gutter line and picked up by two catch basins.

CC: Where is the outlet?

Courchaine: The water comes down to the wetlands.

CC: How far will the retaining wall come?

Courchaine: It will come within two feet of the bottom of the slope.

Warrington: The back side of the retaining wall will have a depth to it, so we'll be installing a guardrail for protection.

The Ranger explained that because the project fits under the Limited Project Status, so that replication is not mandatory in this case.

CC: Why did you choose to put the sidewalk on that side of the street? (The Ranger pointed out that the wetland is on both sides of the street, and there would be alteration whichever side of the street was chosen.)

CC: Is there any chance you would impact the culvert going under the road?

Warrington: The only place we'll be in the road, is in that drain, and our drainage system will be upstream from that culvert. We don't expect to be near it until we get the connection to the manhole that will have to be rebuilt, but it will be a very shallow connection.

CC: The water that now drains into the wetlands will continue to drain into the wetlands?

Warrington: Yes, but by doubling up on the catch basins, there will be a significant storage of sediment there.

CC: How often are the catch basins cleaned?

Warrington: Generally, every year, but these might have to be cleaned more often. We only know that through experience.

As there was no further discussion, the Commission moved to close the hearing, and the Ranger was instructed to draft the Order of Conditions to be reviewed at the next meeting.

Little Meadow Survey Estimates:

After reviewing estimates from four firms, the Commission moved to contract with Atlantic Engineering of Georgetown to place three granite bounds on Little Meadow, with the price not to exceed \$850.00 and to be completed within eight weeks of the date of the contract; payment is from the conservation fund.

Certificate of Compliance - 10 Garrison Drive:

The Ranger informed the Commission that the site is in compliance with the Order of Conditions. The Commission moved that the Certificate of Compliance be issued for 10 Garrison Drive.

Public Hearing, Notice of Intent, Hartwell Road, PRD - Callahan:

Douglas Miller, BSC-Group, represented the applicant who is proposing a 36 unit Planned Residential Development off of Hartwell Road. The plan submitted with the Notice of Intent has been slightly revised in two areas:

- 1) Added 100 ft. buffer zone
- 2) Revised the stockpile areas beyond the buffer zone

All development will be in $3\frac{1}{2}$ to 4 acres of the 71 acre parcel and there will be no alteration to the wetlands. The original plans called for 3 buildings farther from the wetlands, but the Planning Board asked the applicant to attempt to meet the spirit of the Zoning By-laws which calls for a variety of buildings. Now there will be 4 buildings - 2, 12 unit buildings, and 2, 6 unit buildings with a driveway and parking areas around them. There are drainage outlets with no increase in run-off from the drainage system. The drainage will be caught in catch basins located strategically around the site, and detaining it somewhat within the drainage system. This results in staggering the peak flow discharges from what was happening before.

There will be sidewalks completely around the buildings, and as required by the Planning Board, there will be a sidewalk on Hartwell Road. Also, as part of this plan, we're providing the town with an easement to cross the remainder of this property so that sidewalks could be constructed along the edge of the road and away from the street line.

As part of an agreement we reached with the Planning Board, there has been an offer to convey Lots B & C to the Conservation Commission, a total of about 50 acres of the 71, and provide a walking easement between the two parcels. The Commission will essentially have control of the entire brook (Elm Brook) and a little bit on each side. No further development can take place on Lot A.

The Commission questioned the proximity to the wetland of the development: the closest building is approximately 50 ft., the closest point of the walkway is 25 ft., and the drainage outlet is 20 ft. The entire site slopes toward the wetland, but there are no steep slopes.

Ranger: In my opinion, there is going to be more water due to this project draining into the wetland, but the impact will be minimal

CC: How does the water get out of the drainage system into the wetlands?

Miller: There are two discharge points shown with rip rap.

CC: How far is the edge of the development to the brook?

Miller: Approximately 500 ft.

CC: Are there any existing water channels and are you feeding into those?

Miller: There are channels with these ditches, but only when the water is high.

The Commission expressed a concern over starving, or drying up, one portion of the wetland. There was a discussion over the location of the catch basins, the impact of adding a third discharge point with rip rap, and the storage of plowed snow.

CC: Who do we call when the catch basins fill up?

Miller: The name of the homeowner who would be responsible could be provided from the Homeowners' Association.

CC: Will we get surveyed maps, so that we know what the wetland boundaries are?

Miller: The plan is survey based.

The Chairman expressed appreciation for the offer of land to the Commission for conservation use.

The Commission moved to close the hearing, and the Ranger was instructed to draft an Order of Conditions to be reviewed at the next meeting.

Fawn Lake:

The Selectmen had asked for the Commission's position on Fawn Lake. It was moved that the Commission strongly supports the Fawn Lake Restoration Project.

Glen Ora Drive, Extension Preliminary Plan:

The Commission recommended to the Planning Board that the extension of Glen Ora be denied because of the substantial environmental impact required for the extension. The Ranger was instructed to draft a letter for the Chairman's signature which would outline the Commission's position.

Davis Road - Lots 230 & 232 Revision:

The Ranger informed the Commission that D.E.Q.E. accepted the request for the abutters to withdraw their appeals, and Mr. DeLuca subsequently withdrew his appeals. Now he wants to build on two lots and the final plan will say that lot 234 is unbuildable. Mr. DeLuca is requesting that this plan be accepted as a modified plan and that he be allowed to construct under the existing Order of Conditions. The Ranger felt that this was a valid request as DeLuca is moving everything farther away from the wetland and is eliminating a lot. There will be no work beyond the limit of work.

The Commission decided to accept an amended Notice of Intent and Mr. DeLuca would submit an asbuilt plan.

Conservation Land/Open Space:

Members ^{who} of Bedford's Open Space Committee asked for a meeting, with Senator Amick pulled together a large number of people from state and federal agencies. She wanted to discuss what could be done to preserve what was left of Huckins Farm and what could be done to coordinate Open Space efforts in the future. The general consensus of meeting was that there is essentially no state or federal funding available. It was recommended that the Open Space Committee form a Land Trust and work closely with the Conservation Commission.

Responsibilities of the Conservation Ranger:

The Commission expressed extreme concern over the increasing number of duties that the Town Administrator is requesting of the Ranger. It was decided to contact the Selectman to discuss the Ranger's chain of command, his association with the Building Department, and his proposed office space.

Arsenault - 267 Carlisle Road:

The Commission voted unanimously to accept Mr. Arsenault's request to withdraw his Notice of Intent without prejudice.

Warrant Articles - ATM, 1989:

The Commission discussed its position on the following Articles:

VOTED to support unanimously:

- Article 16 - Wild and Scenic Rivers Act Resolution (1 abstention)
- Article 17 - Land Bank Program
- Article 48 - Conservation Fund
- Article 49 - Fawn Lake Restoration

VOTED to support - 5 in favor, 2 opposed:

- Articles 34, 35, 36, 37, 38, 39 - Designation of Scenic Roads
(Davis, Page, Pine Hill, Old Billerica,
Springs, Wilson)

VOTED to disapprove unanimously:

- Article 23 - Zoning Bylaw Amendment - Delete Cluster Development
- Article 25 - Zoning Bylaw Amendment - Delete Planned Residential Development

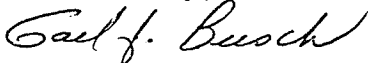
VOTED to disapprove - 4 in favor, 1 opposed, 1 abstention.

- Article 24 - Zoning Bylaw Amendment - Cluster Development (Reduce No. of lots)
- Article 26 - Zoning Bylaw Amendment - Planned Residential Development
(Reduce No. of Units)

VOTED to withdraw:

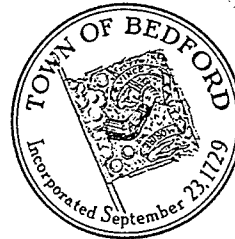
- Article 46 - Purchase of Conservation Land - Off North Road
- Article 47 - Purchase of Conservation Land - off Carlisle Road

Submitted by,



Gail J. Busch,
Secretary

CONSERVATION COMMISSION



TOWN HALL
BEDFORD, MASS. 01730

BEDFORD CONSERVATION COMMISSION MINUTES

March 29, 1989

PLACE: New Town Hall, Mudge Way, Bedford

PRESENT: Robert Folweiler, Susan Moody, Laura Bensley, William Liley,
Ruth Patel, Michael McHugh, Conservation Ranger.

ABSENT: Donald Heyda, Steven Meretzky

GUESTS: Michael Harrington, 108 Hartwell Road; Hollis Murphy, 151 C Bagley Avenue;
Frank J. McOwen, 145 Hartwell Road; Ruth Paradise, 239 Davis Road;
Richard DeLuca, 4 Coachmen Lane; Peter Kilmartin; Jim Maglione, 8 Glen
Ora Drive; Douglas Miller, BSC-Bedford; Susan Frey, B.A.S.F.; Dieter
Mayer, B.A.S.F.; J.D. Rudy, B.A.S.F.; Mimi Adler, 46 Elm Street; Joe
Binsack, 14 Reed Lane; Michael Juliano, B.S.C.-Bedford; M. Robert Queton,
B.A.S.F.

Minutes:

March 15 - approved as corrected

Informal Discussion - Massport Tree Clearing (Hartwell Road Residents):

The Hartwell Road residents attended the meeting to express extreme concern over the massive amount of tree clearing in Hanscom Field. They questioned the F.A.A. regulations about the tree clearing and felt strongly that the work far exceeded what the F.A.A. instructed Massport to do, resulting in a dramatic visual and environmental impact to the neighboring properties. The Hartwell residents' understanding of the project was that Massport was required only to top trees over 20 feet high - instead, there was a massive amount of clear cutting done which resulted in a dramatic increase in noise and light from the Base. The residents were also disturbed because Massport had not notified the abutters when the work was to begin.

The Chairman explained that the Commission had jurisdiction only over the wetland area adjacent to the runway and had no control over the scope of the project beyond the wetland. He then instructed the Ranger to send the residents a copy of the advertisement in the Minuteman which announced the public hearing on the project. He also suggested that the Hartwell Road residents address a letter to the Commission, identifying the areas of disagreement and concern and the Commission would be happy to address Massport on those issues.

Amended Order of Conditions - Lots 230 & 232 Davis Road (R.DeLuca):

Mr. DeLuca, the applicant, proposes to eliminate lot 234 by cutting down its frontage so that it's no longer a buildable lot and thereby increasing the size of lots 230 and 232. In both cases, the houses will be better situated and their driveways will be farther from the wetland.

CC; How are the wetlands marked for homeowners?

DeLuca: The tree line clearly marks the boundary for the left lot and there will be granite bounds running up the property every 50 ft. on the right lot.

Ruth Paradise, 239 Davis Road, questioned Mr. DeLuca about the type and elevation of the proposed houses, plans for adding fill, and any increased flow of drainage into the wetlands.

DeLuca: The houses will be colonial and almost level with Davis Road, not built on a mound. If there is any drainage, it will be so small, there will be no impact. There is also a detention area in the back to catch the drainage.

The Commission moved unanimously to close the hearing.

Informal Discussion with Town Counsel, Peter Kilmartin:

Mr. Kilmartin reviewed the status of the land on Carlisle Road which has been deeded to the Conservation Commission. He traced the complicated history of the land - Roger's Brown's heirs thought he owned 24 acres, located somewhere in the 44 acre parcel on the assessors' map. (Parcel 108 A-D) A title examiner has done a preliminary title search, and he feels that the parcel consists of 14, not 24 acres. Mr. Kilmartin suggested that the only way to sort it all out would be to do four full title searches. He had received an estimate for the entire job from \$1500 to \$3000, but felt that the other owners could be approached to contribute to the cost of this service. Once the owners had determined who owned what, there were two ways to proceed:

1. Land Registration Process, through the Land Court, which would take from 5 to 10 years.

2. Work out a boundary agreement.

The Chairman instructed the Ranger and the Land Acquisition Subcommittee to draft a letter to the owners informing them of the Commission's desire to finalize this issue.

Informal Discussion - Town Garden Policy:

Jim Maglione, Mimi Adler, & Joe Binsack appeared before the Commission to discuss the problems that have arisen with the Town Gardens.

The Commission inquired about the process for obtaining plots and if there was a current list of assignments. Mimi Adler mentioned that there was a list but that it was out of date as the plots changed hands so often.

Mr. Maglione reviewed the problem areas:

1. Gardens are not being maintained. (He recommended assigning the plots on a yearly basis.)
2. Outer fringes of the property were becoming overgrown.
3. Trail bikes were causing damage.
4. The gardens were used as a dumping ground.
5. The pumps were not working properly- water is a problem.
6. Cars are parking there overnight.
7. The entrance is very dangerous. (He recommended a sign.)
8. One individual is using 3 or 4 lots for commercial purposes.

The Commission felt that the first issue to be dealt with should be the assigning of parcels. It was suggested that the availability of these plots should be advertised in the Minuteman and then assigned as requested.

Public Hearing, Notice of Intent, Continuation, B.A.S.F.:

Dieter Mayer, BASF, presented an overview of the draft Order of Conditions which BASF had prepared to be reviewed by the Commission. Mr. Mayer felt that the Order which was "tied down the least" was the one concerning the Conservation Easement which involved so many unknowns because of the proposed widening of the road. He stressed that they are agreeing to give the easement, but that the exact boundary would be difficult to determine at the present time.

The Ranger pointed out that some changes had been made in the Orders. In Order #7 (concerning the restriction easement), the Ranger noted that the restriction is tied in to the existence of the wetland and to the existence of the town wells, essentially saying that if the wells are no longer functional, the conservation restriction will no longer be functional. It also states that if the wetland is to shrink and dry up (and disappear), then the conservation restriction would also no longer apply.

CC: If we mark the wetland boundaries, who is going to monitor them? What happens if it does change in size? What if the infiltration system causes the wetlands to dry up? If BASF is causing the wetlands to disappear, then they would be in violation of the state Wetlands Act. .

BASF: Order #7 states that if both of those things happen (wetlands and wells), the Order will become null and void.

CC: What was the rationale for stating it that way?

BASF: We have no way of knowing if in the future the Wetlands Protection Act will change in the opposite direction, and that these (wetlands) will no longer be classified as wetlands. In which case, there would be conservation restriction on a parcel of land, and the reason for the restriction was to protect the wetlands that no longer existed. As the Ranger had stated, the wetlands are being fed from ground water recharge, not really from overland flow, so if the wetlands do dry up it may or may not be an indication of the type of drainage system. It might be an indication, but it wouldn't be the only thing that could cause the wetlands to dry up. That was the reason for putting the bounds out there - if the wetlands do dry up, a study could be done to see if it was the drainage system or some other outside influence.

Frey: One of the concerns of the Commission has to do with chemical usage, either by us in the future, or by some other company. What we're proposing is in two parts (#8 & #9); EPA has legislated that if a company uses a chemical that is on their list, it must be reported to the local community, including the police and fire departments, Board of Health, & the local emergency response commission. Also, if a spill occurs (over a certain amount), the company must notify EPA, the state and the town. Another aspect of SARA Title III is the "Community Right to Know". There is no legal requirement for the Conservation Commission to be notified of these chemicals, but because of your concern, for every Sara Title III communication (either an annual or notification of a spill), the Commission will also receive a copy. This would apply to the future, as there are no hazardous materials proposed for use now. The Commission will also receive a copy of the permits issued for any chemicals that are being used.

The Commission questioned how the storm water samples would be taken. When Frey indicated that she would have to call the Weather Bureau, the Commission pointed out that there are commercially available systems that will monitor rain. Frey indicated that #6 could be amended to read 96 hours, with samples taken in the spring and fall.

CC: Does the infiltrator system need any maintenance or monitoring? How will you know if it is functioning?

Miller (BSC-Group): Referring to #2, the maintenance will be on an annual and as-needed basis.

CC: What if the infiltrator collapses?

Miller: It has been guaranteed by the manufacturer for heavy trucks.

CC: Will there be any outside storage of hazardous materials?

Frey: We typically don't store material outside.

The Commission questioned the phrase "shrub barrier" in #5, and Miller said that it should read "Guard Rail Barrier".

The Commission moved unanimously to close the hearing.

Public Hearing, Notice of Intent, Hayden Highlands, 300 Springs Road:
Michael Juliano, BSC-Group, represented the applicant, Trinity Realty Trust. The applicant proposes to construct two roadways with utilities to service 15 residential house lots on Springs Road. The project is located approximately 1 mile from Middlesex College and will consist of two deadend roadways, approximately 500' each.

The road drainage utilizes catch basins and 5 outlets - not increasing the peak flow, but will be the same thing as a detention area.

CC: Which way does the drainage flow?

Juliano: Most of the site drains toward the back portion of the wetlands.

CC: It is a field surveyed plan?

Juliano: It was field surveyed before the installation of the drain pipe from the condominium.

Mr. Juliano then reviewed the section of the Notice of Intent entitled "Sequence of Construction for the Installation of Utilities".

Since the construction activities are to take place in a sensitive area, he suggested that the engineer and a representative from the Commission be present during the construction, especially from sewer manhole #8 to sewer manhole #10.

CC: Which easement (temporary or permanent) will the sewer line be in?

Juliano: The sewer line will be approximately in the middle of the permanent easement.

(The applicant, Robert Murray, arrived and signed the Notice of Intent, as he had neglected to do so before.)

The Ranger stated his concerns over the project:

- 1) Unavoidable wetland alteration - putting a sewer in such a sensitive area creates a very high likelihood for erosion problems, sedimentation can affect fisheries and wildlife breeding, and the sewer pipe itself can intercept ground water flow.
- 2) Flow of the groundwater is unknown.
- 3) Ranger couldn't find any flags in the pond area indicating the wetland boundary

CC: We have a concern over the modification of groundwater flow.
Miller: We could put dams every 200 ft. or so to prevent groundwater being carried away in the trench.

CC: Cost of construction of the gravity segment:
Miller: About \$14,000.

CC: What would be the depth?
Miller: 5 feet and closer to the road, 10 feet.

Murray: We would be willing to use River Crossing pipe from Sweetwater Ave. to the cul-de-sac.

CC: Who owns the land the wetlands drain into?
Murray: It is to be deeded to the Conservation Commission.

The Commission summarized the issues to be reviewed:

- 1) Specification questions to be reviewed with the Ranger
- 2) Habitat study
- 3) Cost of pump station
- 4) Wetland boundary

The Commission moved to continue the hearing on May 10, 1989 at 8:30 p.m.

Order of Conditions - Hartwell Road, P.R.D.:

It was moved unanimously to adopt the Order of Conditions drafted by the Ranger and amended by the Commission.

Order of Conditions - Hancock Street Sidewalk:

It was moved unanimously to adopt the Order of Conditions drafted by the Ranger and amended by the Commission.

Certificate of Compliance - 1 Karen Drive:

The Commission moved unanimously to issue a Certificate of Compliance for 1 Karen Drive based on the recommendation of the Ranger.

Land Acquisition:

The Commission moved unanimously to ask Lyon Realtors of Lexington to obtain an opinion of value on the parcel referred to as Wellington Land.

Conservation Land Brochures:

The Commission unanimously to award the bid to the low price offerer, Ellen Connor or McCaffery/Hammond as determined by the Ranger.

Staff Report:

The Ranger reported that Leo Zanghi, 1 Cot Hill, has an outstanding Order of Conditions. The Chairman directed the Ranger to write a letter to Mr. Zanghi, informing him of the matter.

Submitted by,

Gail J. Busch

Gail J. Busch,
Secretary

GRANTOR: ABRE 45 Crosby Drive, LLC

GRANTEE: Town of Bedford Conservation Commission

ADDRESS OF PREMISES: 45 Crosby Drive, Bedford, MA

FOR GRANTOR’S TITLE SEE: Middlesex County South District of the Land Court as Document No. 01974790, noted on Certificate of Title No. 286714.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

ABRE 45 Crosby Drive, LLC, a Delaware limited liability company, being the sole owner of the Premises (as defined herein), together with its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to the Town of Bedford, Massachusetts, a municipal corporation in Middlesex County acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, together with its permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Bedford containing a 4.125 acre parcel of land shown as “Conservation Restriction Area (hatched) 179,695sf” (a portion of Lot 14) on a plan entitled “Conservation Area, 45 Crosby Drive (AKA 70 Middlesex Turnpike) Bedford, Mass.” dated August 7, 2024 and prepared by Feldman Geospatial (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

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 protect and promote the Conservation Values (defined below) of the Premises and to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or undeveloped condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

This Conservation Restriction is being granted in connection with that certain Order of Conditions DEP #103-234 (formerly DEQE #103-234), issued by Grantee on April 12, 1989 and registered with the Middlesex South District of the Land Court as Document #797899 filed with Certificate #162506 in the South Middlesex County Registry of Deeds in Book 942, Page 156, which provides that the purpose for this Conservation Restriction is to prohibit building, excavation, filling, and alteration of vegetation within the Premises.

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

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Town of Bedford and the environment and the protection of the Premises will enhance the open-space value of these and nearby lands. A relatively large wetland system, protected pursuant to Section 40 of Chapter 131 of the Massachusetts General Laws, traverses the Premises and surrounding lands and is connected by culverts under area roads.

This Conservation Restriction protects upland and buffer zone adjacent to the wetland area, characterized by wooded uplands dropping to the wetland system (swamp) at the lower elevations. The land immediately adjacent to Crosby Drive rises over 20 feet to the woodland area and is characterized by an herbaceous layer of grasses and small shrubs.

- Wildlife Habitat. While the Premises does not include areas identified by the Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, there is Priority Habitat of Rare Species and Estimated Habitat of Rare Wildlife located along the Shawsheen River to the north of the Premises, and wetlands on the Premises indirectly flow to the Shawsheen River.
- Biodiversity. The Massachusetts Natural Heritage and Endangered Species Program’s BioMap: The Future of Conservation in Massachusetts, published in 2022, was designed to guide strategic biodiversity conservation in Massachusetts including the habitats and species of conservation concern identified in the State Wildlife Action Plan. There is Core Habitat and Critical Natural Landscape (as defined by The Massachusetts Natural Heritage and Endangered Species Program) located along the Shawsheen River and Beaver Brook (which indirectly flows to the Shawsheen River from wetlands associated with the Premises).
- Water Quality. The Premises is located within Zone II of the Turnpike Wellfield located north of Middlesex Turnpike along the Shawsheen River and is of High Groundwater Supply Favorability according to the Town of Bedford GIS mapping. Preservation of the wetland/swamp and surrounding wooded uplands will contribute to the protection of water quality in the wetland which is indirectly connected to Beaver Brook, which flows to the Shawsheen River.
- Wetlands. The wooded swamp wetlands on the Premises provides valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Climate Change Resiliency. The Premises is identified as an area of Average Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including Average Landscape Diversity and Average Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions. This Conservation Restriction provides value in maintaining green space to help cool the surrounding land, rather than it being further developed.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The permanent protection of the Premises advances the goals of the Natural and Cultural Resources Chapter of the Town of Bedford Comprehensive Plan (2013) which prioritizes “protecting, enhancing and connecting the town’s open spaces.” The Goals stated in the Plan include “2. Integrate land development goals with those of natural

resources and open space protection in more harmonious and complementary ways” and “6. Continue to improve the aesthetic appeal of the existing street network, employing public spaces, street trees, appropriate signage and other elements to protect and enhance community character.”

The IRS definition of “conservation purposes” found at 26 CFR 1.170A-14(d)(1)(ii) includes “the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem”. 26 CFR 1.170A-14(d)(4)(B) indicates that preservation of open space “for the scenic enjoyment of the general public” will meet the conservation purposes test of the IRS. The preservation of the Premises at the intersection of two multi-lane connector roadways that might otherwise be developed serves the public benefit – both visually and by protection of water resources, natural vegetation and habitat.

- Water Supply. The Premises includes Zone II Wellhead Protection Areas of the Turnpike Wellfield located north of Middlesex Turnpike along the Shawsheen River, the protection of which is critical to maintaining the public and private drinking water supply, and is of High Groundwater Supply Favorability according to the Town of Bedford GIS mapping.

III. PROHIBITED and PERMITTED 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, tennis or other recreational court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam; except for encroachments which currently exist as of the date hereof on, above and/or below the Premises, which include an overhead wire that crosses the boundary line of the Premises at the corner of Middlesex Turnpike and Crosby Drive, a guy wire located 12 feet back from the boundary line of the Premises along Middlesex Turnpike, and an overhead wire that crosses the boundary line of the Premises along Crosby Drive ; the term “Structure” shall mean any deliberate arrangement of materials on, above or under the Premises;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, 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, liquid or solid waste or other substance or material whatsoever;

4. Adverse Impacts to Vegetation. Cutting, removing, or 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, natural 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 Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
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 toward building or development requirements on any other adjacent parcel (acknowledging that the Grantor's locus at 45 Crosby Drive, Bedford, Massachusetts is comprised of Parcel 10 and Parcel 14 on LC Plan 34759-G).
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes; and
12. 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

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage 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. Removing 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 on the Premises, provided such stumps, trees, brush and limbs removed from uplands are not stockpiled within wetland areas;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, 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. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. Maintaining and constructing trails as follows:
 - a. New Trails. With prior written approval of the Grantee, constructing new trails, provided that any construction results in trails that conform with the width limitations of no more than five (5) feet in width; and
 - b. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments, for trail (if any) maintenance and management of invasive species as well as emergency access;

9. Outdoor Passive Recreational and Educational Activities. Nature observation, nature and educational walks, and outdoor educational activities;
10. Stormwater Discharge. New stormwater mitigation features shall not be permitted on the Premises unless such features become necessary for the preservation of public health or safety as determined by Grantee in its sole discretion and as demonstrated in writing. Any such mitigation features shall be designed by a Registered Professional Engineer and approved by Grantee in writing prior to installation. Inspection and maintenance of stormwater mitigation features shall remain the responsibility of the Grantor.

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. The inclusion of any reserved right 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; and
 - 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.

Grantee may secure the use of an outside consultant to better understand the use or activity requested and the impacts of that on the Conservation Values of this Conservation Restriction and may impose reasonable fees on Grantor for the employment of outside consultants. Grantor may appeal the selection of the outside consultant to the Grantee, provided that the grounds for such an appeal shall be limited to claims that the consultant selected has a conflict of interest, is not cost effective, or does not possess the minimum qualifications to evaluate the use or activity requested. The required time limits for action upon the proposed activity by Grantee, shall be extended by the duration of any such appeal. Any fees collected in excess of the actual cost of any such consultant, including any accrued interest, at the completion of said project shall be repaid to the Grantor or to the Grantor's successor in interest and a final report of said account shall be made available to the Grantor or its successor in interest.

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.
4. Notice of Governmental Proceedings. Grantor shall immediately notify Grantee of any governmental order, inquiry, investigation, enforcement action or other proceedings or actions threatened, instituted or completed, by any federal, state or local governmental authority that is in any way material to the Premises and the Conservation Purposes and Values protected under this Conservation Restriction, and Grantor shall keep Grantee apprised of the status of any such proceedings. Except in the case of emergency conditions beyond Grantor's reasonable control, Grantor shall not enter into any settlement, agreement, consent decree or accept any other conditions, arrangement or compromise with respect to any such governmental proceeding without first notifying Grantee in accordance with this Section III.H.4. Grantee may, but shall not be required to, participate in any inquiry, investigation, or proceeding or action with respect to the Premises in connection with any such matters and Grantor shall pay all attorneys' fees and disbursements incurred by Grantee in connection therewith.

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 including without limitation, compensation for interim losses (i.e., ecological losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations of this Conservation Restriction, 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. Notwithstanding the foregoing, Grantor shall not be responsible for acts of trespass by others.
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 between Grantor and Grantee 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 sole 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 natural 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 or persons resulting from such causes. Grantee further agrees not to bring actions against Grantor for damage to the Premises resulting from an adjudicated trespass. In the event of any such occurrences, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes 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 this 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 the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. 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 Paragraph 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 and 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 assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its 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 requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, 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

A. Procedure for Transfer

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, including the grant or renewal or extension of a leasehold interest, and to notify the Grantee not less than twenty (20) calendar days prior to the effective date 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.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. 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 sixty (60) calendar days execute and deliver to the Grantor, for the benefit of Grantor, any prospective purchaser of the Premises, and/or any lender to Grantor (and/or its sole member) or any prospective purchaser of the Premises, 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;
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;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
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 Bedford 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 the applicable 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 hereunder shall be in writing and either hand delivered, sent by certified mail, return receipt requested, postage prepaid or sent by recognized overnight courier capable of providing a receipt and addressed as follows:

To Grantor: ABRE 45 Crosby Drive, LLC
c/o GMP OpCo I LLC
10 Post Office Square, Suite 1125
Boston, Massachusetts 02109

To Grantee: Town of Bedford Conservation Commission
10 Mudge Way
Bedford, MA 01730

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. Each notice shall be deemed to have been received on the earlier to occur of (i) actual delivery or the date on which delivery is refused, (ii) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) one (1) business day after deposit with such overnight courier.

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 order to effect the Purposes 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 Purposes 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 provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee 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

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 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, 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 attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if the Premises is owned by a trust.

C. No Surety Interest

The Grantor attests that, as of the date hereof, 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 to 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 the 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.

F. The following signature pages are included in this Conservation Restriction:

Grantor

Grantee Acceptance

Approval of Town of Bedford Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Plan of Premises

[Remainder of Page Intentionally Left Blank]

WITNESS my hand and seal this ____ day of _____, 2025

ABRE 45 CROSBY DRIVE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Name: Joshua Zinns
Title: Authorized Signatory

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Joshua Zinns, Authorized signatory for ABRE 45 Crosby Drive, LLC, 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 as the voluntary act for ABRE 45 Crosby Drive, LLC, a Delaware limited liability company .

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF BEDFORD CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Bedford, Massachusetts, hereby certify that at a public meeting duly held on _____, 2025, the Conservation Commission of the Town of Bedford voted to approve and accept the foregoing Conservation Restriction from Grantor pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

**TOWN OF BEDFORD CONSERVATION
COMMISSION:**

Steven Hagan, Chair

Lori Eggert

Deb Edinger

Stacey Katz

Frank Richichi

David Santos

Andreas Uthoff

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Steven Hagan, Lori Eggert, Deb Edinger, Stacey Katz, Frank Richichi David Santos and Andreas Uthoff, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

APPROVAL OF TOWN OF BEDFORD SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Bedford hereby certify that at a public meeting duly held on _____, 2025, the Select Board voted to approve the foregoing Conservation Restriction from Grantor to the Town of Bedford Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BEDFORD SELECT BOARD:

Shawn Hanegan

Daniel Brosgol

Bopha Malone

Paul Mortenson

Terrence Parker

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Shawn Hanegan, Paul Mortenson, Bopha Malone, Daniel Brosgol, and Terrence Parker and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from ABRE 45 Crosby Drive, LLC to the Town of Bedford Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2025, 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

Description of the Premises

The land in Bedford, Middlesex County, Massachusetts, containing 4.125 acres +/-, shown as "Conservation Restriction Area (hatched) 179,695sf" on a plan entitled "Conservation Area, 45 Crosby Drive (AKA 70 Middlesex Turnpike), Bedford, Mass. dated August 7, 2024 and prepared by Feldman Geospatial, 152 Hampden Street, Boston, MA 02119 and more specifically described below:

EASTERLY by Middlesex Turnpike three hundred sixty-four and 06/100 feet (364.06')

SOUTHERLY by land of Grantee six hundred eighty-seven and 19/100 feet (687.19')

WESTERLY by three courses measuring sixty-two and 59/100 feet (62.59'), ninety-six and 81/100 feet (96.81') and ten and 20/100 feet (10.20')

NORTHERLY by four courses along Crosby Drive measuring eight and 78/100 feet (8.78'), fourteen and 03/100 feet (14.03'), three hundred twenty-seven and 23/100 feet (327.23') and two hundred four and 62/100 feet (204.62')

NORTHEASTERLY by the corner of Crosby Drive and Middlesex Turnpike, seventy-five and 55/100 feet (75.55')

Containing 179,695[±] square feet according to said Plan.

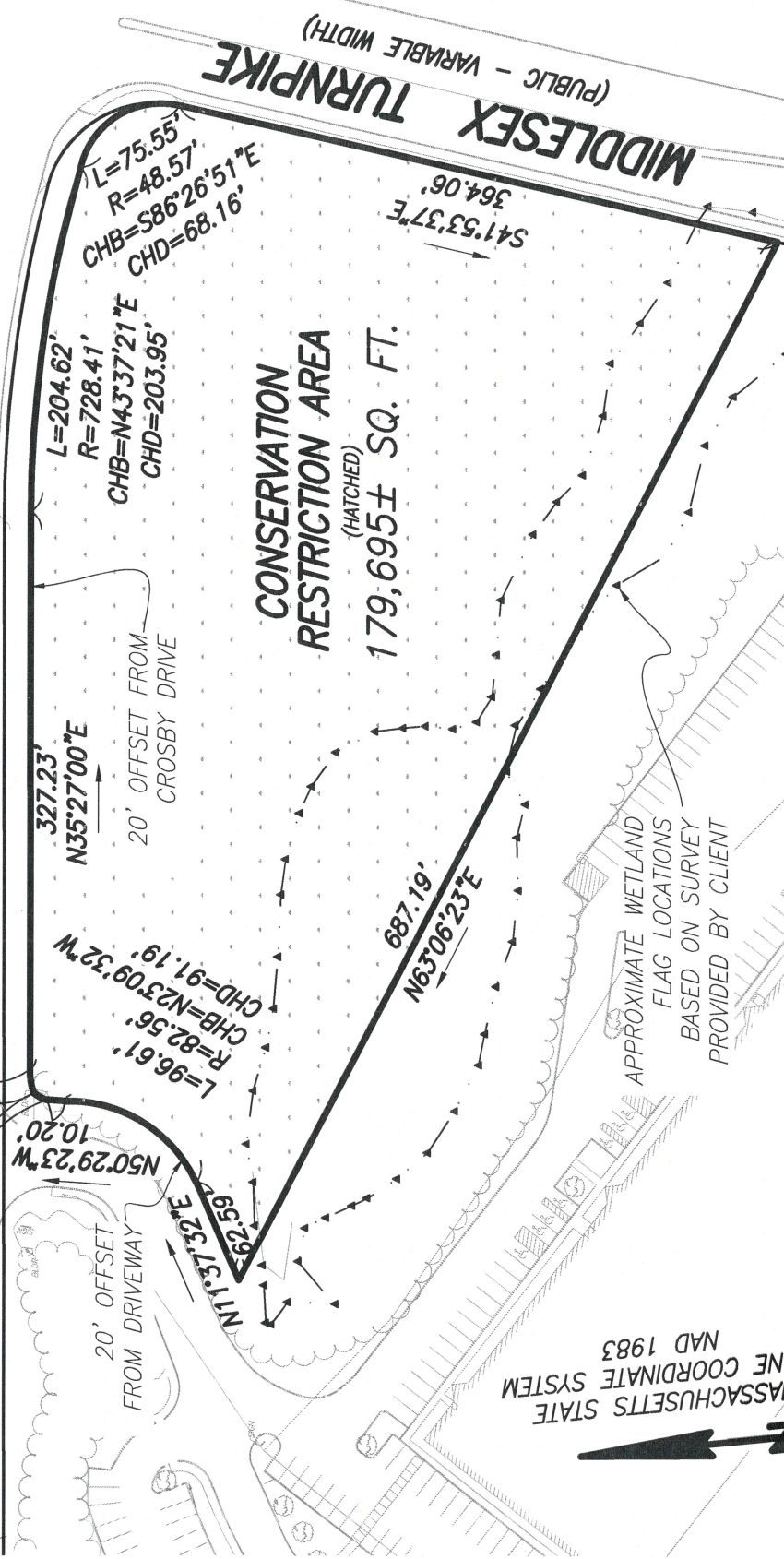
EXHIBIT B

Exhibit Plan of Premises

Copy of Plan entitled “Conservation Area, 45 Crosby Drive (AKA 70 Middlesex Turnpike, Bedford, Mass.” dated August 7, 2024 by Feldman Geospatial, 152 Hampden Street, Boston, MA 02119

L=8.78'
 R=23.42'
 CHB=N26°53'42"W
 CHD=8.73'
 L=14.03'
 R=36.61'
 CHB=N26°58'18"E
 CHD=13.94'

CROSBY (PUBLIC - VARIABLE WIDTH) **DRIVE**



L=204.62'
 R=728.41'
 CHB=N43°37'21"E
 CHD=203.95'
 L=75.55'
 R=48.57'
 CHB=S86°26'51"E
 CHD=68.16'

327.23'
 N35°27'00"E
 20' OFFSET FROM CROSBY DRIVE
 L=96.61'
 R=82.56'
 CHB=N23°09'32"W
 CHD=91.19'

687.19'
 N63°06'23"E
 10.20'
 N50°29'23"W
 62.59'
 N11°37'32"E

S41°53'37"E
 364.06'



I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND THE LATEST RECORD PLANS, DEEDS, AND CERTIFICATES OF TITLE.

TIMOTHY R. AGURKIS, PLS
 (MA# 52782)
 TAGURKIS@FELDMANGEQ.COM
 August 8, 2024
 DATE

FELDMAN
 GEOSPATIAL
 BOSTON HEADQUARTERS
 152 HAMPDEN STREET
 BOSTON, MA 02119
 (617)357-9740

CONSERVATION AREA
 45 CROSBY DRIVE
 (AKA 70 MIDDLESEX TURNPIKE)
BEDFORD, MASS.

DATE: AUGUST 7, 2024
 1"=100'

MASSACHUSETTS STATE
 PLANE COORDINATE SYSTEM
 NAD 1983

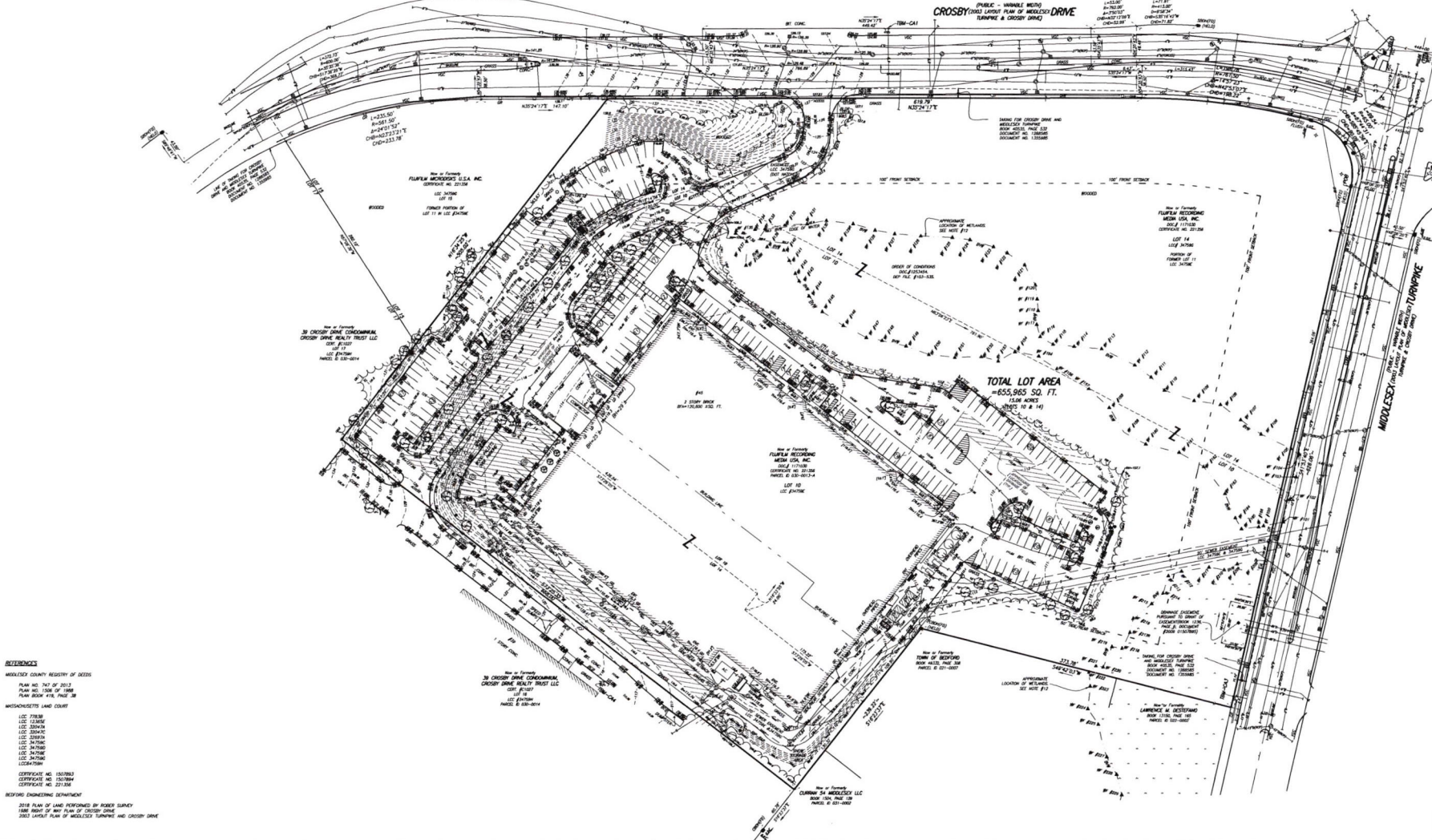
NOTES

- 1. BENCH MARK INFORMATION
2. ELEVATIONS WERE OBTAINED BY GPS OBSERVATIONS ON JANUARY 11, 2024.
3. TEMPERATURE CORRECTIONS WERE MADE TO ALL ELEVATIONS.

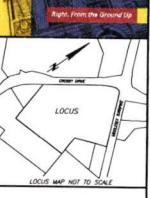
NOTES (CONTINUED)

- 16. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AND THE POSITION OF STREET OR SIDEWALK CONSTRUCTION OF HIGHWAYS WERE OBSERVED AT THE TIME OF SURVEY.
17. UTILITY INFORMATION SHOWN IS BASED ON BOTH A FIELD SURVEY AND PLANS OF RECORD.

LEGEND
SEWER MANHOLE
ELECTRIC MANHOLE
COMMUNICATIONS MANHOLE
ELECTRIC METER
ELECTRIC METER
ELECTRIC METER



FELDMAN GEOSPATIAL
BOSTON HEADQUARTERS
152 HAMPDEN STREET
BOSTON, MA 02119
WORCESTER OFFICE
27 MECHEM STREET
WORCESTER, MA 01608
(617)357-9740
www.feldmangeo.com



REFERENCES
MIDDLESEX COUNTY REGISTER OF DEEDS
PLAN NO. 747 OF 2012
PLAN NO. 1306 OF 2008
PLAN BOOK 474, PAGE 38
MIDDLESEX COUNTY LAND COURT
LOC 77880
LOC 104000
LOC 104010
LOC 104020
LOC 104030
LOC 104040
LOC 104050
LOC 104060
LOC 104070
LOC 104080
LOC 104090
LOC 104100
CERTIFICATE NO. 1507880
CERTIFICATE NO. 1507881
CERTIFICATE NO. 221256

ALTA/NSPS LAND TITLE SURVEY
45 CROSBY DRIVE
(AKA 70 MIDDLESEX TURNPIKE)
BEDFORD, MASS.
DATE: JANUARY 11, 2024
SCALE: 1"=40'

GRANTOR: ABRE 45 Crosby Drive, LLC

GRANTEE: Town of Bedford Conservation Commission

ADDRESS OF PREMISES: 45 Crosby Drive, Bedford, MA

FOR GRANTOR'S TITLE SEE: Middlesex County South District of the Land Court as Document No. 01974790, noted on Certificate of Title No. 286714.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

ABRE 45 Crosby Drive, LLC, a Delaware limited liability company, being the sole owner of the Premises (as defined herein), together with its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to the Town of Bedford, Massachusetts, a municipal corporation in Middlesex County acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, together with its permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Bedford containing a 4.125 acre parcel of land shown as “Conservation Restriction Area (hatched) 179,695sf” (a portion of Lot 14) on a plan entitled “Conservation Area, 45 Crosby Drive (AKA 70 Middlesex Turnpike) Bedford, Mass.” dated August 7, 2024 and prepared by Feldman Geospatial (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

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 protect and promote the Conservation Values (defined below) of the Premises and to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or undeveloped condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

This Conservation Restriction is being granted in connection with that certain Order of Conditions DEP #103-234 (formerly DEQE #103-234), issued by Grantee on April 12, 1989 and registered with the Middlesex South District of the Land Court as Document #797899 filed with Certificate #162506 in the South Middlesex County Registry of Deeds in Book 942, Page 156, which provides that the purpose for this Conservation Restriction is to prohibit building, excavation, filling, and alteration of vegetation within the Premises.

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

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Town of Bedford and the environment and the protection of the Premises will enhance the open-space value of these and nearby lands. A relatively large wetland system, protected pursuant to Section 40 of Chapter 131 of the Massachusetts General Laws, traverses the Premises and surrounding lands and is connected by culverts under area roads.

This Conservation Restriction protects upland and buffer zone adjacent to the wetland area, characterized by wooded uplands dropping to the wetland system (swamp) at the lower elevations. The land immediately adjacent to Crosby Drive rises over 20 feet to the woodland area and is characterized by an herbaceous layer of grasses and small shrubs.

- Wildlife Habitat. While the Premises does not include areas identified by the Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, there is Priority Habitat of Rare Species and Estimated Habitat of Rare Wildlife located along the Shawsheen River to the north of the Premises, and wetlands on the Premises indirectly flow to the Shawsheen River.
- Biodiversity. The Massachusetts Natural Heritage and Endangered Species Program’s BioMap: The Future of Conservation in Massachusetts, published in 2022, was designed to guide strategic biodiversity conservation in Massachusetts including the habitats and species of conservation concern identified in the State Wildlife Action Plan. There is Core Habitat and Critical Natural Landscape (as defined by The Massachusetts Natural Heritage and Endangered Species Program) located along the Shawsheen River and Beaver Brook (which indirectly flows to the Shawsheen River from wetlands associated with the Premises).
- Water Quality. The Premises is located within Zone II of the Turnpike Wellfield located north of Middlesex Turnpike along the Shawsheen River and is of High Groundwater Supply Favorability according to the Town of Bedford GIS mapping. Preservation of the wetland/swamp and surrounding wooded uplands will contribute to the protection of water quality in the wetland which is indirectly connected to Beaver Brook, which flows to the Shawsheen River.
- Wetlands. The wooded swamp wetlands on the Premises provides valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Climate Change Resiliency. The Premises is identified as an area of Average Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including Average Landscape Diversity and Average Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions. This Conservation Restriction provides value in maintaining green space to help cool the surrounding land, rather than it being further developed.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The permanent protection of the Premises advances the goals of the Natural and Cultural Resources Chapter of the Town of Bedford Comprehensive Plan (2013) which prioritizes “protecting, enhancing and connecting the town’s open spaces.” The Goals stated in the Plan include “2. Integrate land development goals with those of natural

resources and open space protection in more harmonious and complementary ways” and “6. Continue to improve the aesthetic appeal of the existing street network, employing public spaces, street trees, appropriate signage and other elements to protect and enhance community character.”

The IRS definition of “conservation purposes” found at 26 CFR 1.170A-14(d)(1)(ii) includes “the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem”. 26 CFR 1.170A-14(d)(4)(B) indicates that preservation of open space “for the scenic enjoyment of the general public” will meet the conservation purposes test of the IRS. The preservation of the Premises at the intersection of two multi-lane connector roadways that might otherwise be developed serves the public benefit – both visually and by protection of water resources, natural vegetation and habitat.

- Water Supply. The Premises includes Zone II Wellhead Protection Areas of the Turnpike Wellfield located north of Middlesex Turnpike along the Shawsheen River, the protection of which is critical to maintaining the public and private drinking water supply, and is of High Groundwater Supply Favorability according to the Town of Bedford GIS mapping.

III. PROHIBITED and PERMITTED 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, tennis or other recreational court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam; except for encroachments which currently exist as of the date hereof on, above and/or below the Premises, which include an overhead wire that crosses the boundary line of the Premises at the corner of Middlesex Turnpike and Crosby Drive, a guy wire located 12 feet back from the boundary line of the Premises along Middlesex Turnpike, and an overhead wire that crosses the boundary line of the Premises along Crosby Drive ; the term “Structure” shall mean any deliberate arrangement of materials on, above or under the Premises;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, 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, liquid or solid waste or other substance or material whatsoever;

4. Adverse Impacts to Vegetation. Cutting, removing, or 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, natural 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 Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
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 toward building or development requirements on any other adjacent parcel (acknowledging that the Grantor's locus at 45 Crosby Drive, Bedford, Massachusetts is comprised of Parcel 10 and Parcel 14 on LC Plan 34759-G).
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes; and
12. 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

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage 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. Removing 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 on the Premises, provided such stumps, trees, brush and limbs removed from uplands are not stockpiled within wetland areas;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, 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. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. Maintaining and constructing trails as follows:
 - a. New Trails. With prior written approval of the Grantee, constructing new trails, provided that any construction results in trails that conform with the width limitations of no more than five (5) feet in width; and
 - b. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments, for trail (if any) maintenance and management of invasive species as well as emergency access;

9. Outdoor Passive Recreational and Educational Activities. Nature observation, nature and educational walks, and outdoor educational activities;
10. Stormwater Discharge. New stormwater mitigation features shall not be permitted on the Premises unless such features become necessary for the preservation of public health or safety as determined by Grantee in its sole discretion and as demonstrated in writing. Any such mitigation features shall be designed by a Registered Professional Engineer and approved by Grantee in writing prior to installation. Inspection and maintenance of stormwater mitigation features shall remain the responsibility of the Grantor.

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. The inclusion of any reserved right 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; and
 - 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.

Grantee may secure the use of an outside consultant to better understand the use or activity requested and the impacts of that on the Conservation Values of this Conservation Restriction and may impose reasonable fees on Grantor for the employment of outside consultants. Grantor may appeal the selection of the outside consultant to the Grantee, provided that the grounds for such an appeal shall be limited to claims that the consultant selected has a conflict of interest, is not cost effective, or does not possess the minimum qualifications to evaluate the use or activity requested. The required time limits for action upon the proposed activity by Grantee, shall be extended by the duration of any such appeal. Any fees collected in excess of the actual cost of any such consultant, including any accrued interest, at the completion of said project shall be repaid to the Grantor or to the Grantor's successor in interest and a final report of said account shall be made available to the Grantor or its successor in interest.

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.
4. Notice of Governmental Proceedings. Grantor shall immediately notify Grantee of any governmental order, inquiry, investigation, enforcement action or other proceedings or actions threatened, instituted or completed, by any federal, state or local governmental authority that is in any way material to the Premises and the Conservation Purposes and Values protected under this Conservation Restriction, and Grantor shall keep Grantee apprised of the status of any such proceedings. Except in the case of emergency conditions beyond Grantor's reasonable control, Grantor shall not enter into any settlement, agreement, consent decree or accept any other conditions, arrangement or compromise with respect to any such governmental proceeding without first notifying Grantee in accordance with this Section III.H.4. Grantee may, but shall not be required to, participate in any inquiry, investigation, or proceeding or action with respect to the Premises in connection with any such matters and Grantor shall pay all attorneys' fees and disbursements incurred by Grantee in connection therewith.

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 including without limitation, compensation for interim losses (i.e., ecological losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations of this Conservation Restriction, 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. Notwithstanding the foregoing, Grantor shall not be responsible for acts of trespass by others.
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 between Grantor and Grantee 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 sole 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 natural 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 or persons resulting from such causes. Grantee further agrees not to bring actions against Grantor for damage to the Premises resulting from an adjudicated trespass. In the event of any such occurrences, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes 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 this 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 the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. 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 Paragraph 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 and 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 assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its 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 requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, 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

A. Procedure for Transfer

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, including the grant or renewal or extension of a leasehold interest, and to notify the Grantee not less than twenty (20) calendar days prior to the effective date 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.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. 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 sixty (60) calendar days execute and deliver to the Grantor, for the benefit of Grantor, any prospective purchaser of the Premises, and/or any lender to Grantor (and/or its sole member) or any prospective purchaser of the Premises, 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;
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;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
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 Bedford 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 the applicable 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 hereunder shall be in writing and either hand delivered, sent by certified mail, return receipt requested, postage prepaid or sent by recognized overnight courier capable of providing a receipt and addressed as follows:

To Grantor: ABRE 45 Crosby Drive, LLC
c/o GMP OpCo I LLC
10 Post Office Square, Suite 1125
Boston, Massachusetts 02109

To Grantee: Town of Bedford Conservation Commission
10 Mudge Way
Bedford, MA 01730

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. Each notice shall be deemed to have been received on the earlier to occur of (i) actual delivery or the date on which delivery is refused, (ii) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) one (1) business day after deposit with such overnight courier.

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 order to effect the Purposes 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 Purposes 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 provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee 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

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 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, 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 attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if the Premises is owned by a trust.

C. No Surety Interest

The Grantor attests that, as of the date hereof, 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 to 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 the 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.

F. The following signature pages are included in this Conservation Restriction:

Grantor

Grantee Acceptance

Approval of Town of Bedford Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

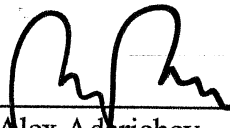
Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Plan of Premises

[Remainder of Page Intentionally Left Blank]

WITNESS my hand and seal this 8 day of August, 2025

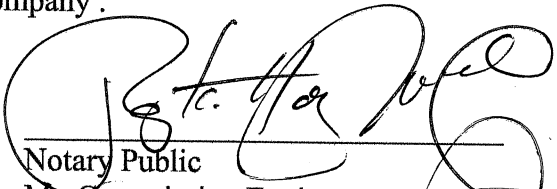
ABRE 45 CROSBY DRIVE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: 
Name: Alex Adarichev
Title: Authorized Signatory

STATE OF NEW YORK

Westchester County, ss:

On this 8 day of August, 2025, before me, the undersigned notary public, personally appeared Alex Adarichev, Authorized signatory for ABRE 45 Crosby Drive, LLC, and proved to me through satisfactory evidence of identification which was NYS DRIVERS License 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 as the voluntary act for ABRE 45 Crosby Drive, LLC, a Delaware limited liability company.


Notary Public
My Commission Expires:

REGINA K HOUGHTELING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6379161
Qualified in Westchester County
My Commission Expires 08-06-2026

ACCEPTANCE OF TOWN OF BEDFORD CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Bedford, Massachusetts, hereby certify that at a public meeting duly held on September 10, 2025, the Conservation Commission of the Town of Bedford voted to approve and accept the foregoing Conservation Restriction from Grantor pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

**TOWN OF BEDFORD CONSERVATION
COMMISSION:**

Steven Hagan, Chair

Lori Eggert

Deb Edinger

Stacey Katz

Frank Richichi

David Santos

Andreas Uthoff

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Steven Hagan, Lori Eggert, Deb Edinger, Stacey Katz, Frank Richichi David Santos and Andreas Uthoff, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

APPROVAL OF TOWN OF BEDFORD SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Bedford hereby certify that at a public meeting duly held on _____, 2025, the Select Board voted to approve the foregoing Conservation Restriction from Grantor to the Town of Bedford Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BEDFORD SELECT BOARD:

Shawn Hanegan

Daniel Brosgol

Bopha Malone

Paul Mortenson

Terrence Parker

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Shawn Hanegan, Paul Mortenson, Bopha Malone, Daniel Brosgol, and Terrence Parker and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from ABRE 45 Crosby Drive, LLC to the Town of Bedford Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2025, 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

Description of the Premises

The land in Bedford, Middlesex County, Massachusetts, containing 4.125 acres +/-, shown as "Conservation Restriction Area (hatched) 179,695sf" on a plan entitled "Conservation Area, 45 Crosby Drive (AKA 70 Middlesex Turnpike), Bedford, Mass. dated August 7, 2024 and prepared by Feldman Geospatial, 152 Hampden Street, Boston, MA 02119 and more specifically described below:

EASTERLY by Middlesex Turnpike three hundred sixty-four and 06/100 feet (364.06')
SOUTHERLY by land of Grantee six hundred eighty-seven and 19/100 feet (687.19')
WESTERLY by three courses measuring sixty-two and 59/100 feet (62.59'), ninety-six and 81/100 feet (96.81') and ten and 20/100 feet (10.20')
NORTHERLY by four courses along Crosby Drive measuring eight and 78/100 feet (8.78'), fourteen and 03/100 feet (14.03'), three hundred twenty-seven and 23/100 feet (327.23') and two hundred four and 62/100 feet (204.62')
NORTHEASTERLY by the corner of Crosby Drive and Middlesex Turnpike, seventy-five and 55/100 feet (75.55')

Containing 179,695[±] square feet according to said Plan.

EXHIBIT B

Exhibit Plan of Premises

Copy of Plan entitled “Conservation Area, 45 Crosby Drive (AKA 70 Middlesex Turnpike, Bedford, Mass.” dated August 7, 2024 by Feldman Geospatial, 152 Hampden Street, Boston, MA 02119

L=8.78'
R=23.42'
CHB=N26°53'42"W
CHD=8.73'

CROSBY (PUBLIC - VARIABLE WIDTH) DRIVE

L=14.03'
R=36.61'
CHB=N26°58'18"E
CHD=13.94'

L=96.61'
R=82.56'
CHB=N23°09'32"W
CHD=91.19'

L=204.62'
R=728.41'
CHB=N43°37'21"E
CHD=203.95'

L=75.55'
R=48.57'
CHB=S86°26'51"E
CHD=68.16'

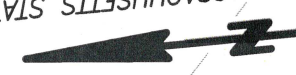
CONSERVATION RESTRICTION AREA (HATCHED)
179,695± SQ. FT.

MIDDLESEX TURNPIKE (PUBLIC - VARIABLE WIDTH)

S41°53'37"E
364.06'

N63°06'23"E
687.19'

MASSACHUSETTS STATE
 PLANE COORDINATE SYSTEM
 NAD 1983



I CERTIFY THAT THIS PLAN IS BASED ON AN
 ACTUAL FIELD SURVEY AND THE LATEST RECORD
 PLANS, DEEDS, AND CERTIFICATES OF TITLE.

TIMOTHY R. AGURKIS, PLS
 August 8, 2024
 DATE

TAGURKIS@FELDMANGEQ.COM
 (MA# 52782)

CONSERVATION AREA
45 CROSBY DRIVE
(AKA 70 MIDDLESEX TURNPIKE)
BEDFORD, MASS.

DATE: AUGUST 7, 2024
 1"=100'

FELDMAN
G E O S P A T I A L
 BOSTON HEADQUARTERS
 152 HAMPDEN STREET
 BOSTON, MA 02119
 (617)357-9740

CONSENT AND SUBORDINATION

Town of Bedford,
County of Middlesex (South District), Massachusetts
45 Crosby Drive and 70 Middlesex Turnpike

WHEREAS, Barings LLC, a Delaware limited liability company (“**Mortgagee**”), is the mortgagee named in, and present holder of, (i) a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of July 11, 2025 and filed with the Middlesex South Registry District of the Land Court (the “**Land Court**”) as Document 1981379 (the “**Mortgage**”) and (ii) an Assignment of Leases and Rents, dated as of July 11, 2025 and filed with the Land Court as Document 1981380 (the “**ALR**”; together with the Mortgage, as the same may have been or may be amended or assigned, the “**Mortgage Documents**”), each made by ABRE 45 Crosby Drive, LLC, a Delaware limited liability company (“**Owner**”), to and for the benefit of Mortgagee, in its capacity as administrative agent on behalf of each Lender (as defined in the Mortgage), which Mortgage Documents cover land and improvements located at 45 Crosby Drive and 70 Middlesex Turnpike located in the Town of Bedford, County of Middlesex (South District), Massachusetts, being more particularly described in the Mortgage Documents and on Certificate of Title 286714 (the “**Property**”); and

WHEREAS, Owner, as owner of the Property, wishes to enter into that certain Grant of Conservation Restriction, dated on or after the date hereof, by Owner to the Town of Bedford, Massachusetts, a municipal corporation in Middlesex County acting by and through its Conservation Commission by authority Section 8C of Chapter 40 of the Massachusetts General Laws, together with its permitted successors and assigns, which will be filed with the Land Court herewith (the “**Conservation Restriction**”).


NOW THEREFORE, for consideration paid, the receipt and sufficiency of which are hereby acknowledged, Mortgagee, as administrative agent for the benefit of each Lender, pursuant to its rights, powers and authority under the Loan Documents (as defined in the Mortgage) (including, without limitation, the Mortgage Documents) and that certain Certificate of Agent (Mortgage), dated as of July 11, 2025 (“**Certificate of Agent**”), made by Mortgagee, which Certificate of Agent was filed with the Mortgage, hereby (a) consents to and approves the Conservation Restriction, to the extent such consent is required under the terms of the Loan Documents, and (b) agrees that the Mortgage Documents will be subject and subordinate to the Conservation Restriction, with the same force and effect as if said Conservation Restriction was entered into and recorded prior to the execution and recordation of the Mortgage Documents.

[signature on next page]

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination under seal as of the 7th day of August, 2025.

MORTGAGEE:

BARINGS LLC,
a Delaware limited liability company

By: 
Name: Andreas Rahe
Title: Director

Acknowledgement

STATE/Commonwealth of New York

New York, ss.

On this 7th day of August, 2025, before me, the undersigned Notary Public, personally appeared the above-named Andreas Rahe, proved to me by satisfactory evidence of identification, being (**check whichever applies**): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Director for Barings LLC, a Delaware limited liability company, as the voluntary act of said limited liability company.


Notary Public
My Commission Expires: 10/19/27

TANIA LUGO
NOTARY PUBLIC STATE OF NEW YORK
NO. 01LU6331718
QUALIFIED IN BRONX COUNTY
MY COMM. EXPIRES 10-19-27



SELECT BOARD
IN PERSON AND VIRTUAL PUBLIC MEETING NOTICE

General Bylaw Amendments

2025 SEP -4 PM 12:03

Pursuant to Chapter 20 of the Acts of 2021, which temporarily suspends certain provisions of the Open Meeting Law, this meeting of the Select Board is being conducted in person and by remote participation to the greatest extent possible.

On Monday, September 15, 2025, the Select Board will hold a Public Hearing on proposed amendments to the Town of Bedford General Bylaws:

- Bylaw Articles (including all subsections): 2.1, 3.1, 5.2, 11, 14, 15, 17, 21.2, 22, 23, 26, 30.4, and 46.21
- Charter sections (including all subsections): 1-2, 1-3, 1-4, 2-2, 2-3, 2-5, 2-7, 2-8, 2-10, 2-11, 2-12, 3-1, 3-3, 3-5, 5.1 b., 5-1 j., 5-3, 7-1, 8-2, 9-3, 9-7, 9-8, 9-10, 9-14, and 9-15.

The hearing will take place at 7:00 p.m. in the Select Board Meeting Room at Town Hall, 10 Mudge Way, and via Zoom. The public is invited to attend and provide comments. Copies of the proposed amendments are available in the office of the Town Manager.

The virtual hearing may be accessed in one of three ways:

- 1) Please go to the "Select Board" page on the Town website (www.bedfordma.gov) and click the link for the meeting agenda, and then click the active link shown below to join the webinar: Optional Zoom Webinar Link
<https://us02web.zoom.us/j/85183882611?pwd=6qBQFCaU5VWfsdCnjsH3jiLMbTbWN1.1>
- 2) By phone: 1-309-205-3325 Web ID 85183882611 and Passcode: 502991
You may press *9 to raise your hand to speak.
- 3) Go to the website link <https://zoom.us/join>.
Enter meeting/webinar Web ID 85183882611 and Passcode: 502991

Daniel Brosgol
Clerk

Proposed **Charter** Changes: September 24, 2025 Draft
 NPC Edits

Current Charter Section	Explanation of Change
<p>Section 2-2 Date of the Annual Town Meeting The Annual Town Meeting shall convene on the fourth first Monday in March May. A warrant shall be issued in accordance with Chapter 39, Section 10 of the Massachusetts General Laws.</p>	<p>Substantive. The later date will allow for more accurate information to be incorporated into the budget, for example the group health insurance rates, the assessments for the Middlesex Retirement System, general insurance, and workers’ comp expenses should be available at the later date. Likewise, better estimates will be available on state aid, as the Governor’s and House State Aid amounts should be known in advance of the proposed later Annual Town Meeting date. The later date will also give the Finance Committee additional time to perform their work. Finally, time will be freed up for other non-budget and time sensitive work (e.g., preparation of W-2’s and the town audit).</p>
<p>Section 2-8 Petitioners’ Advisory Committee The Moderator shall appoint an advisory committee of three persons to aid petitioners requesting assistance in preparing warrant articles. Appointees shall serve for a term of one year and shall be attorneys or persons otherwise qualified by their experience in town government. [Reserved]</p>	<p>Substantive. This committee should be eliminated because there have not been enough volunteers to fill it. The Moderator could always appoint ad hoc advisors if warranted.</p>
<p>Section 2-10 Closing of the Warrant to Petitioners for Annual Town Meeting The warrant for the Annual Town Meeting shall be closed to the insertion of petitioners’ articles on the second Monday in January February. The Select Board may set a deadline for insertion of petitioners’ articles for any Special Town Meeting, unless otherwise required by law.</p>	<p>Substantive. Changes the date for submissions of petitioners’ articles for Annual Town Meeting, but it should be made only if ATM date changes as proposed. Further, no rule currently exists for Special Town Meeting, so this change allows the Select Board to set a deadline.</p>

Current Charter Section	Explanation of Change																																				
<p>Section 2-11 Submission of Budgets by Elected Boards and Elected Committees to the Finance Committee All elected boards and elected committees shall submit their budget to the Finance Committee no later than the second Monday in January February. The Select Board's budget shall be in the form specified in Article 5, Section 2 of this Charter. Exceptions to this date will be subject to the decision of the Finance Committee.</p>	<p>Substantive. This changes when budgets shall be submitted to the Finance Committee. It should be changed to give boards and committees more time to prepare their budgets, but only if the ATM date is also changed.</p>																																				
<p>Section 2-12 Submission of non-budget Articles to the Finance Committee The Select Board shall submit all warrant articles for the Annual Town Meeting, except the budget article, to the Finance Committee no later than the fourth second Monday of January February.</p>	<p>Substantive. Additional time is warranted if the date of ATM changes.</p>																																				
<p>Section 3-3 Appointments In addition to appointments to temporary posts and committees they may create, the Select Board shall make the following appointments for the terms specified:</p> <table border="0" data-bbox="191 927 1192 1403"> <thead> <tr> <th style="text-align: left;"><i>Office</i></th> <th style="text-align: center;"><i>Number of Members</i></th> <th style="text-align: center;"><i>Term (Years)</i></th> </tr> </thead> <tbody> <tr> <td><i>Conservation Commission</i></td> <td style="text-align: center;"><i>7</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Constables</i></td> <td style="text-align: center;"><i>4</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Council on Aging</i></td> <td style="text-align: center;"><i>9</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Historic District Commission</i></td> <td style="text-align: center;"><i>5</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Historic District Commission Alternates</i></td> <td style="text-align: center;"><i>2</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Historic Preservation Commission</i></td> <td style="text-align: center;"><i>7</i><i>5</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>MBTA Representative</i></td> <td style="text-align: center;"><i>1</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Metropolitan Area Planning Council</i></td> <td style="text-align: center;"><i>1</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Recreation Commission</i></td> <td style="text-align: center;"><i>5</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Registrars of Voters</i></td> <td style="text-align: center;"><i>3</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Town Counsel</i></td> <td style="text-align: center;"><i>1</i></td> <td style="text-align: center;"><i>1</i></td> </tr> </tbody> </table>	<i>Office</i>	<i>Number of Members</i>	<i>Term (Years)</i>	<i>Conservation Commission</i>	<i>7</i>	<i>3</i>	<i>Constables</i>	<i>4</i>	<i>3</i>	<i>Council on Aging</i>	<i>9</i>	<i>3</i>	<i>Historic District Commission</i>	<i>5</i>	<i>3</i>	<i>Historic District Commission Alternates</i>	<i>2</i>	<i>3</i>	<i>Historic Preservation Commission</i>	<i>7</i> <i>5</i>	<i>3</i>	<i>MBTA Representative</i>	<i>1</i>	<i>3</i>	<i>Metropolitan Area Planning Council</i>	<i>1</i>	<i>3</i>	<i>Recreation Commission</i>	<i>5</i>	<i>3</i>	<i>Registrars of Voters</i>	<i>3</i>	<i>3</i>	<i>Town Counsel</i>	<i>1</i>	<i>1</i>	<p>Substantive and Clarifying: Removing the Veterans' Agent/Service Officer and Veterans' Grave Officer results in the Town Manager alone, without Select Board approval, being able to hire, terminate and supervise the persons holding these positions. Other paid staff are hired by the Town Manager and this will be consistent with the Select Board filling volunteer and Committee positions while the Town Manager hires and supervises paid staff.</p>
<i>Office</i>	<i>Number of Members</i>	<i>Term (Years)</i>																																			
<i>Conservation Commission</i>	<i>7</i>	<i>3</i>																																			
<i>Constables</i>	<i>4</i>	<i>3</i>																																			
<i>Council on Aging</i>	<i>9</i>	<i>3</i>																																			
<i>Historic District Commission</i>	<i>5</i>	<i>3</i>																																			
<i>Historic District Commission Alternates</i>	<i>2</i>	<i>3</i>																																			
<i>Historic Preservation Commission</i>	<i>7</i> <i>5</i>	<i>3</i>																																			
<i>MBTA Representative</i>	<i>1</i>	<i>3</i>																																			
<i>Metropolitan Area Planning Council</i>	<i>1</i>	<i>3</i>																																			
<i>Recreation Commission</i>	<i>5</i>	<i>3</i>																																			
<i>Registrars of Voters</i>	<i>3</i>	<i>3</i>																																			
<i>Town Counsel</i>	<i>1</i>	<i>1</i>																																			

Proposed **Charter** Changes: August 28, 2025 - Draft

Current Charter Section	Explanation of Change																		
<table border="0"> <tr> <td><i>Town Historian</i></td> <td style="text-align: center;"><i>1</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Veterans' Agent/Service Officer</i></td> <td style="text-align: center;"><i>1</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Veterans' Graves Officer</i></td> <td style="text-align: center;"><i>1</i></td> <td style="text-align: center;"><i>1</i></td> </tr> <tr> <td><i>Volunteer Coordinating Committee</i></td> <td style="text-align: center;"><i>5</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Youth and Family Services</i></td> <td style="text-align: center;"><i>9</i></td> <td style="text-align: center;"><i>3</i></td> </tr> <tr> <td><i>Zoning Board of Appeals-Associate</i></td> <td style="text-align: center;"><i>3</i></td> <td style="text-align: center;"><i>3</i></td> </tr> </table>	<i>Town Historian</i>	<i>1</i>	<i>3</i>	<i>Veterans' Agent/Service Officer</i>	<i>1</i>	<i>1</i>	<i>Veterans' Graves Officer</i>	<i>1</i>	<i>1</i>	<i>Volunteer Coordinating Committee</i>	<i>5</i>	<i>3</i>	<i>Youth and Family Services</i>	<i>9</i>	<i>3</i>	<i>Zoning Board of Appeals-Associate</i>	<i>3</i>	<i>3</i>	
<i>Town Historian</i>	<i>1</i>	<i>3</i>																	
<i>Veterans' Agent/Service Officer</i>	<i>1</i>	<i>1</i>																	
<i>Veterans' Graves Officer</i>	<i>1</i>	<i>1</i>																	
<i>Volunteer Coordinating Committee</i>	<i>5</i>	<i>3</i>																	
<i>Youth and Family Services</i>	<i>9</i>	<i>3</i>																	
<i>Zoning Board of Appeals-Associate</i>	<i>3</i>	<i>3</i>																	
<p>Section 3-5 Duties of Volunteer Coordinating Committee The Volunteer Coordinating Committee shall identify qualified candidates for appointive offices in the Town, except for the following:</p> <ul style="list-style-type: none"> • appointees who work full or part time for remuneration;; • the Volunteer Coordinating Committee;; • incumbents under consideration for reappointment; and, • appointees of elected and appointed boards and committees other than those of the Select Board. <p>For each appointment made by each appointing authority, except for the exceptions specified above, the Committee shall present the appointing authority with a list of the name(s) of all applicants with a recommendation as to whether the applicant is qualified or not from which to choose. The appointing authority may not appoint an appointee applicant whose name does not appear on such list. However, the Volunteer Coordinating Committee shall provide an additional name or names if the appointing authority requests them or if any candidate on a list refuses appointment. The appointing authority may make an appointment without following the procedure set forth in this paragraph if the Volunteer Coordinating Committee fails to supply a list of candidates within sixty days of the date of a request.</p>	<p>Substantive. The changes require that the appointing authority be presented with all applicants and a recommendation be given whether an applicant is qualified or not. The rationale is to give the Select Board greater flexibility, but also to preserve the VCC's ability to opine on applicants' qualifications.</p>																		

Current Charter Section	Explanation of Change
<p>Section 5-1 Specific Authority for Assessor Appointment. Appoint and remove, subject to the approval of the Select Board, remove and supervise the heads of departments for which the Select Board are responsible. Appoint, remove, and supervise and all other town officers whose appointment is required to perform a necessary town function and who are not listed in Section 3 of Article 3. The Town Manager shall also have the power to appoint and remove, subject to the approval of the Board of Assessors, and supervise the Town Assessor. The Town Manager shall also have the power of final review and approval of subordinates' appointments, removal, and supervisions of personnel under the subordinates' jurisdiction.</p>	<p>Substantive/Clarifying. The Town Assessor is already covered by the language "all other town officers whose appointment is required to perform a necessary town function and who are not listed in Section 3 of Article 3". The edits in Bold clarify the Select Board's role in approving certain department head appointments while retaining the Town Manager's rights to removal and supervision of employees.</p>
<p>Approve and execute required grant agreements or procurement contracts for materials, supplies, services or equipment, when such procurement does not exceed \$150,000 require public advertising in accordance with Chapter 30B of the Massachusetts General Laws providing any necessary funds are available through appropriation or gift to the Town.</p>	<p>Substantive: The amount referred to in M.G.L. Chapter 30B, \$10,000 - \$35,000, is considered too low. The authority is capped at \$150,000 because contracts above that amount require more advertising and bidding processes under state law, such that the Select Board should be the signatory authority.</p>
<p>Affidavit, Petition, Preparation and Filing The completed recall petition shall be returned and filed with the Town Clerk at or before the end of business hours 5:00 p.m. of the thirtieth (30th) day after issuance of the petition to the filers.</p>	<p>Substantive: This will avoid the situation in which town offices close before or after 5:00PM.</p>
<p>Section 9-3 Term of Appointments Terms of appointment shall end on June 30, or until another person is duly appointed and qualified.</p>	<p>Substantive. A member will no longer remain as an appointee after June 30th of the year of their appointment. The appointing authority will be required to take action to reappoint that person or appoint someone else.</p>

Current Charter Section	Explanation of Change
<p>Section 7-1 Date of Annual Town Elections Annual Town elections shall be held on the second first Saturday in March April. A warrant shall be issued in accordance with Chapter 39 Section 10 of the Massachusetts General Laws.</p>	<p>Substantive: In presidential primary years that election has been so close in time to Annual Town Elections as to cause some confusion for voters and also to create unnecessary burdens on the Town Clerk’s office. Should this recommendation be accepted the Select Board should consider a later date for the Town Caucus (section 2.4 of the Bylaws).</p>
<p>Section 1-2 Powers The form of government provided by this Charter shall be known as Select Board-Open Town Meeting. Pursuant to the provisions of this Charter and subject only to such limitations as may be imposed by the United States Constitution or and Constitution and General Laws of the Commonwealth of Massachusetts, the Town of Bedford shall have all powers possible for a town to have as fully and completely as though they were specifically enumerated in this Charter.</p>	<p>Clarifying.</p>
<p>Section 2-5 The Moderator, Election, Deputy Moderator A Moderator shall be elected for a three-year term to preside over sessions of the Town Meetings. At the first session of the an Annual Town Meeting, the Moderator shall appoint a Deputy Moderator to serve until the next Annual Town Meeting in the event of the Moderator’s absence or disability, provided that the Town Meeting shall ratify such appointment.</p> <p>The Deputy Moderator shall have all of the powers of the Moderator when presiding at Town Meeting sessions, but shall have no other powers or duties of the Moderator. In the absence– of the Moderator and the Deputy Moderator, the Town Meeting shall elect a temporary Moderator.</p>	<p>Clarifying: Clarify by adding “an”.</p> <p>Formatting. Remove an extra space between the words “absence” and “of”.</p>
<p>Section 2-7 Petitioners’ Warrant Articles</p>	<p>Clarifying.</p>

Current Charter Section	Explanation of Change
<p>Petitioners’ warrant articles shall be submitted to the Select Board in written form. Ten signatures of registered voters shall be required on a petition to have an article inserted in the warrant for an Annual Town Meeting, and one hundred signatures of registered voters shall be required on a petition to have an article inserted in a warrant for a Special Town Meeting.</p>	
<p>Section 3-1 Establishment, General Powers Five Select Board Members shall be the chief executive body of the Town. They shall have all of the powers possible for a Select Board to have under the General Laws of the Commonwealth of Massachusetts and Town Bylaws, including powers not specifically set forth in this Charter.</p>	<p>Clarifying. Grammar correction.</p>
<p>Section 5-3 The warrant report for a Special Town Meeting need not be prepared if the Select Board and the Finance Committee agree that the time required for its preparation would delay the holding of such a meeting sufficiently to do harm to the Town.</p> <p>The Select Board may also invite the Town officers, boards, commissions and committees affected by an article to submit recommendations for the report. The warrant report for a Special Town Meeting need not be prepared if the Select Board and the Finance Committee agree that the time required for its preparation would delay the holding of such a meeting sufficiently to do harm to the Town.</p>	<p>Clarifying: Remove a duplicate sentence.</p>
<p>Section 1-3 Construction The powers of the Town under this Charter shall be construed liberally in favor of the Town</p>	<p>Formatting. Remove all but one space between “Section” and “1-3”</p>
<p>Section 1-4 Intergovernmental Relations</p>	<p>Formatting. Remove all but one space between “Section” and “1-4”</p>

Proposed **Charter** Changes: August 28, 2025 - Draft

Current Charter Section	Explanation of Change
<p>issued in accordance with Chapter 39 Section 10 of the Massachusetts General Laws.</p> <p>Section 2-3</p>	<p>Formatting. Remove extra line before “Section 2-3”</p>
<p>Section 9-7 Compensation All elected officials who receive remuneration shall be compensated in an amount approved annually by Town Meeting.</p> <p>Section 9-8</p>	<p>Formatting. Add a line after section 9-7 to make the formatting consistent. Likewise, put “Section 9.8” in bold.</p>
<p>Section 9-10</p>	<p>Formatting. Remove spaces between “Section” and 9-10 for consistency.</p>
<p>Section 9-14</p>	<p>Formatting. Remove spaces between “Section” and 9-14 for consistency.</p>
<p>Section 9-15</p>	<p>Formatting. Remove spaces between “Section” and 9-15 for consistency.</p>

Current Bylaw Section	Explanation
<p>2.1 Schedule and notice The Annual Town Election shall be held on the second first Saturday in March April for the election of officers of the Town. Service of the warrant for the Annual Town Election shall, unless otherwise dictated by law, be made by posting a copy at least seven days prior to the election at the Town Hall and at three other public places in Town. Compliance with this section shall constitute legal notice of the election.</p>	<p>Substantive: To conform with the recommended charter change.</p>
<p>3.1 Call of the Meeting The Annual Town Meeting shall convene on the fourth first Monday in March May. Service of the warrant, unless otherwise dictated by law, shall be made by posting a copy at the Town Hall and in at least three other public places in Town, at least seven days prior to the meeting. Notification for any Special Town Meeting shall be given at least 14 days before the meeting. Compliance with this section shall constitute legal notice.</p>	<p>Substantive: To conform with the recommended charter change.</p>
<p>5.11 Public hearings If a public hearing is legally required on a matter pursuant to these Bylaws, public notice shall be given at least ten seven days in advance. The notice shall include a brief summary of the matter and the time and location of the hearing. The summary of the matter shall be understandable to the general public. This section shall not apply to boards, committees, or commissions whose requirements for public hearings are specified in the Massachusetts General Laws, the Charter, or these Bylaws.</p> <p>5.12 Meeting attendance If a member of an appointed board, committee, or commission is absent for three or more successive meetings without just cause, that body may vote to request that the appointing authority remove that member. The appointing authority shall hold a public hearing on the issue and provide at least ten seven days' notice of the hearing to the absent member. Following the hearing, the authority may remove the member by two-thirds vote.</p>	<p>Substantive: Public hearings can now be published electronically in the Bedford Citizen daily, and viewed for free 24/7 electronically. Many different times are listed in Bylaws from 7, 10, or 14 days. Other public hearing posting requirements will remain if they are part of M.G.L. or listed specifically in the bylaws.</p> <p>Examples include: Public Hearings when a member of a board/commission is absent for three or more successive meetings without just cause, School Committee Budget Public Hearing, Board or Committees amending their Rules & Regulations.</p>

Current Bylaw Section	Explanation
<p>ARTICLE 22. BEDFORD HOUSING PARTNERSHIP</p> <p>ARTICLE 23. MUNICIPAL AFFORDABLE HOUSING TRUST</p> <p>23.1 Authority The Municipal Affordable Housing Trust is established under M.G.L. Chapter 44, Section 55C.</p> <p>23.2 Membership The Municipal Affordable Housing Trust shall consist of seven members appointed by the Select Board for two three-year staggered terms. The seven members shall include two members of the Select Board, the Town Manager, two members of the Housing Partnership one member of the Planning Board, one member of the Housing Authority, and two three at-large members.</p> <p>23.3 Purpose The Municipal Affordable Housing Trust shall work towards the creation and preservation of affordable housing in Bedford for the benefit of low and moderate income householders. The Trust shall implement and administer programs that support affordable housing initiatives.</p> <p>23.4 Responsibilities The Municipal Affordable Housing Trust shall exercise any and all of the powers legally authorized under M.G.L. Chapter 44, Section 55C. Additionally, the Trust shall:</p> <ul style="list-style-type: none"> • Work to increase public awareness of the Town’s responsibility to take affirmative action with respect to meeting the region’s diverse housing needs, especially the needs of minorities, handicapped and female heads of households underrepresented populations, those in need of physical or financial assistance, and the elderly; • Develop criteria for eligibility and assist in the determination of eligible applicants for affordable housing programs; 	<p>Substantive: The Bedford Housing Partnership has difficulty meeting because of a lack of a quorum. Its main responsibilities relate to affordable housing, which can also be handled by the Municipal Affordable Housing Trust. The MAHT has a similar mission to the Partnership, with the added benefit of access to funding. The responsibilities of the two committees have been merged.</p>

Current Bylaw Section	Explanation
<ul style="list-style-type: none"> • Investigate methods of land acquisition and for the purposes of affordable housing development; • Investigate sources of funding to supplement those held by the Trust for land acquisition and affordable housing development; • Review all affordable housing proposals and make recommendations; • Recommend policy positions statements, bylaw changes, and changes or additions to the Town’s Fair Housing Program and Plan to the Select Board, Planning Board, and Housing Authority; • Identify problem areas and potential barriers to implementing the Town’s fair housing goals and recommend solutions; and • Assist in the dissemination of fair housing and affordable housing literature. • Work to increase public awareness of the Town’s responsibility to take affirmative action with respect to meeting the region’s diverse housing needs, especially the needs of minorities, handicapped and female heads of households. 	
<p>Article 29. Historic Preservation Commission 29.2 Membership The Historic Preservation Commission shall consist of sevenfive members, preferably with historic preservation and/or architectural experience and interests, appointed by the Select Board to fill three-year terms.</p>	<p>Substantive: This change was requested by the current membership of the HPC. This will reduce the number of members from seven to five, making it easier to obtain a quorum.</p>
<p>39.7. Waivers. A. The Board of Appeals may, in its discretion and after due consideration, waive and exempt strict compliance with the provisions set forth in Section 39.4 of this Sign Bylaw, provided that such waiver(s) is determined to be in the public interest and consistent with the intent and purpose of the Sign Bylaw. B. Application for a Waiver. Any person requesting a waiver must submit the following with the application for approval of sign: (1) A written request that identifies the specific provision of Section 39.4 for which the waiver is requested; and</p>	<p>This article authorizes the Town’s Zoning Board to waive strict compliance with specific provisions of the General Regulations of Sign Bylaw, where such waiver is in the public interest and consistent with the intent and purpose of Sign Bylaw.</p>

Current Bylaw Section	Explanation
<p>(2) A narrative statement that explains how granting the waiver would be in the public interest and consistent with the intent and purpose of Sign Bylaw.</p> <p>C. Decision on Request for a Waiver.</p> <p>(1) If The Board of Appeals waives any provision of the Sign Bylaw, it must:</p> <p>(a) Determine that its action is in the public interest and not inconsistent with the intent and purpose of the Sign Bylaw; and</p> <p>(b) Include specific reasons for its action in the decision granting the waiver(s).</p> <p>(2) The Board of Appeals may make its approval of a waiver dependent on such conditions as will achieve the objectives of the provision or standard waived.</p>	
<p>46.21 The Minuteman Bikeway shall be open to the use of the public between the hours of 5:00 a.m. and 9:00 p.m. Persons found on said premises between the hours of 9:00 p.m. and 5:00 a.m. shall be considered trespassers and subject to a fine of up to \$20.00.</p> <p>Bikeway</p> <p>The Minuteman Bikeway shall be open to the use of the public between the hours of 5:00 a.m. and 9:00 p.m. Persons found on said premises between the hours of 9:00 p.m. and 5:00 a.m. shall be considered trespassers and subject to a fine of up to \$20.00.</p>	<p>Substantive: Strike in its entirety as no public safety concerns.</p>
<p>30.4 Responsibilities</p> <p>The Volunteer Coordinating Committee shall present, for each appointment made by each appointing authority, a list to the appointing authority of all applicants with a recommendation as to whether or not the applicant is qualifiednames from which to choose. The appointing authority may not choose an appointee whose name does not appear on such list unless names have not been provided within 60 days. The Volunteer Coordinating Committee, however, shall provide additional names if so requested.</p>	<p>Substantive: To conform with recommended changes to the charter.</p>

Current Bylaw Section	Explanation
<p>7.4 Responsibilities The Board of Health, and/or its officers and agents duly-appointed in accordance with M.G.L. Ch. 111, Section 27-32, shall enforce the state sanitary and environmental codes and all other applicable federal, state, and local rules, regulations, and ordinances. Jurisdictional concerns include, but are not limited to, communicable disease, food, water, air, and tenant housing. The Board of Health shall make rules and regulations which are necessary for the health and welfare of the public.</p>	<p>Clarifying: The Board of Health regularly delegates these duties to its officers and agents, as allowed by M.G.L.</p>
<p>11.4.3 The Select Board shall protect the interests of the Town. The Select Board may appear either personally or be represented by the Town Counsel, or by special counsel, before any court, or any state board, or commission to protect the interests of the Town but are not authorized by these Bylaws to commit the Town to any course of action.</p> <p>11.4.4 The Select Board shall defend the Town from claims and suits and shall take necessary steps to defend all claims and suits brought against the Town. The Select Board shall have authority to engage additional counsel, and it may settle at its discretion any such claim or suit to which the Town is a party, and which does not require the payment of more than \$50,000. Any settlement requiring a payment of more than \$5,000, except as authorized by law, shall be made only when authorized by a Town Meeting.</p> <p>Delete 11.4.5 through 11.4.12</p> <p>11.4.5 The Select Board shall, through counsel or otherwise, take any necessary action to collect moneys due the Town.</p> <p>11.4.6 All conveyances of land or interest in land shall be signed by a majority of the Select Board members, unless otherwise provided by law or by vote of Town Meeting, and shall be sealed with the Town Seal.</p> <p>11.4.7 The Select Board may sell any land acquired by the Town through foreclosure of a tax title or through purchase of land of low value at any time after advertising in a newspaper having circulation in the Town once a week for three successive weeks, the first publication to be at least 21 days before date of sale. The Select Board may execute, acknowledge, and deliver on behalf of the Town all papers necessary to effectuate any such sale.</p>	<p>Clarifying: Remove superfluous language regarding protecting interests of the town.</p> <p>Formatting: Combines 11.4.4 into 11.4.3. The last sentence of 11.4.4 is removed because Town Meeting does not have the authority to require any payment of a settlement, it only appropriates money needed for a settlement.</p> <p>Clarifying: Delete 11.4.5 through 11.4.12 as duplicative of 11.5 through 11.12.</p>

Commented [NP1]: Who decides for settlements over \$50K?

Current Bylaw Section	Explanation
<p>11.4.8 The Select Board may order numbers to be affixed to any dwelling or buildings on all streets at its discretion. The owner of every dwelling or building shall comply with this order within ten days after notice.</p> <p>11.4.9 The Select Board shall determine and establish all fees for permits issued by it or its appointed officers unless otherwise specified in the Massachusetts General Laws.</p> <p>11.4.10 The Select Board shall determine and establish charges to be made to residents or non residents for copies of the Town Bylaws, Zoning Bylaws, or any other Town documents for which, in its opinion, a charge should be made.</p> <p>11.4.11 The Select Board, with the assistance of the Chief of Police, shall establish Traffic Rules and Regulations for the Town and such Traffic Rules and Regulations shall be filed with the Clerk of the Court having jurisdiction. The Town Manager shall keep up to date, in the office of the Town Manager, at least two copies of the Traffic Rules and Regulations, including all amendments.</p> <p>11.4.12 Upon written request to the Select Board from owners of property or of a business for an officer or officers to direct traffic on private property, the Select Board may establish Traffic Rules and Regulations for such property or use any portion of the Town Traffic Rules and Regulations and/or the General Bylaws of the Town that are applicable. A copy of the written request shall be filed with the Clerk of the Court having jurisdiction.</p>	
<p>11.6 Conveyances of land All conveyances of land or interest in land shall be signed by a majority of the Select Board, unless otherwise provided by law or by vote of the Town Meeting, and shall be sealed with the Town Seal.</p>	<p>Clarifying: Town Counsel recommends removing this sentence in its entirety because the conveyance of land at the municipal level is strictly outlined in M.G.L.</p>
<p>Article 58, Section 14 (c) [Reserved].All regular full time employees who have accumulated a maximum one hundred twenty days of sick leave may be entitled to draw additional days of sick leave up to one hundred days for sickness or disability beyond one hundred twenty days from a reserve in a sick leave bank. The reserve in said bank shall be made up of all regular full time employees' days of sick leave accumulated beyond the maximum of one hundred twenty days. Administration of this plan shall be by the Town Manager. (ATM 3-12-73)</p>	<p>Clarifying: A sick bank hasn't been active or in place for over a decade.</p>

Current Bylaw Section	Explanation
<p>Article 15. Capital Expenditure Committee</p> <p>15.3 Purpose The Capital Expenditure Committee shall consider capital appropriations funded through the General Fund and make recommendations to Town Meeting based on a six-year plan.</p> <p>15.5 Responsibilities The Capital Expenditure Committee shall prepare and annually update a six-year plan for spending on Town capital projects. It shall be submitted in written form to the Select Board and the Finance Committee not less than ten working days before the end of the calendar year. The plan shall include expenditures for new construction, major improvements to existing Town property and for major purchases of equipment by all Town departments, offices, boards, commissions and committees for projects or items funded through the General Fund. The plan shall be prepared on the basis of Town-wide priorities and shall consist in part of a list of expenditures, by item, for each year of the plan.</p>	<p>Clarifying: This will clarify that CapEx does not need to make a recommendation on capital projects funded solely through an alternate funding source, including but not limited to Community Preservation funds, Enterprise Funds, Revolving Funds, or Grant Funds. Projects funded through these alternate sources typically have alternate review and approval procedures and restrictions and limits on what the money can be spent on.</p>
<p>17.12 Fees</p> <p>Add: The Town Clerk's Office shall maintain a schedule of fees, subject to approval by the Select Board.</p> <p>The fees of the Town Clerk shall be as follows:</p> <p>17.12.1 Births</p> <p>....</p> <p>17.12.5 Other</p> <p>A. For furnishing or accepting any paper not specifically named herein, the fee shall be in accordance with the provisions of M.G.L. Ch. 262, §34, or any other applicable M.G.L.</p>	<p>Clarifying: The Town accepted G.L. c. 40, § 22F, at the ATM on March 25, 2002 which allows changes in fees to be made at the Board level.</p> <p>This allows local Boards to set all fees without Town Meeting approval, apart from:</p> <ul style="list-style-type: none"> • Liquor permits and license fees, pursuant to G.L. c. 138; • Fees not paid over entirely to the city or town. These fees would include those retained by the officer who receives them, where allowed (for example, certain clerk's fees) and those that are partly or wholly paid over to the Commonwealth (for example, wetlands protection fees) or to another governmental body, such as a county (for example, dog license fees);

Proposed **Bylaw** Changes: September 24, 2025 Draft
 NPC Edits

Current Bylaw Section	Explanation
	<ul style="list-style-type: none"> • Sewer and betterment assessments, under G.L. c. 80 and G.L. c. 83; • Firearms permit fees, under G.L. c. 140, §§ 121 – 131N; • Fees for fire department alarm inspections, per G.L. c. 148, § 10A; • Certificates, services or work required by G.L. chapters 50 to 56, pertaining to elections; and • Fees and charges pursuant to G.L. c. 66, the State Public Records Law.
<p>Article 21.2 The Zoning Board of Appeals shall consist of five members and two three alternate members appointed by the Select Board to fill three-year terms.</p>	<p>Clarifying: Conform to the charter, which provides for three alternates.</p>
<p>Article 26 Community Media Committee</p> <p>26.4</p> <p>• Investigate and work to resolve any consumer problems relating to the operation of cable television.</p> <p>Receive Town resident issues relating to the operation of cable television and facilitate assistance with the resolution of such issues.</p>	<p>Clarifying: The Committee may provide assistance or facilitation, but does not have the expertise or formal ability to “investigate” and “resolve” consumer problems related to cable television services.</p>
<p>Article 35. Building code</p> <p>35.1 Purpose</p> <p>The Town shall be governed by the Commonwealth of Massachusetts State Building Code which controls:...</p>	<p>Clarifying: Word “Code” was missing.</p>
<p>Article 58.6 Salary Schedule</p> <p>Remove all references to “step-rate”.</p>	<p>Clarifying: The current Salary Table only includes minimum and maximum salaries, or single-rate salaries. No “steps” exist.</p>

Proposed **Bylaw** Changes: September 24, 2025 Draft
NPC Edits

To: Select Board

From: Ben Thomas, FinCom Chair

Date: September 25, 2035

Re: Updated Financial Policies

FinCom has voted to approve a change to the Financial policies.

The revised policy, attached, outlines that the Town should limit free cash spending to approximately 50% of the certified free cash amount in any one budget.

The attached Free Cash table shows Certified and Used amounts along with % Used for the past 8 years.

I am available to discuss this with the Select Board on September 29th.

Recommended Motion: I move that the Board approve the recommended edits to the Town's Financial Policies as presented.

Sheet1

	Certified	Used		% used
	\$7,441,467			
2018	\$12,397,612	\$4,225,207	2017	56.78%
2019	\$11,183,282	\$5,950,000	2018	47.99%
2020	\$11,216,352	\$5,928,000	2019	53.01%
2021	\$11,181,129	\$5,656,584	2020	50.43%
2022	\$9,761,621	\$7,125,470	2021	63.73%
2023	\$14,139,577	\$6,100,000	2022	62.49%
2024	\$15,881,335	\$8,900,000	2023	62.94%
2025	\$22,388,194	\$8,865,500	2024	55.82%

Town of Bedford, Massachusetts

Financial Policies

Policy Purpose

The Town of Bedford, Massachusetts through the Selectmen, as well as the School Committee and the Finance Committee, is responsible for the accounting of all public funds and managing Town finances wisely. This responsibility includes the establishment of appropriate levels of reserves and planning for the adequate funding of the Town's infrastructure needs and the services desired by the public. The following policies establish guidelines for the fiscal, economic and managerial stability of the Town.

Policy Goals

Financial policies are statements of the guidelines and goals that will influence and guide the financial management practices of the Town and are a cornerstone of sound financial management. The Town's policy goals are intended to:

- promote long term financial stability by establishing clear and consistent guidelines;
- maintain the highest credit and bond ratings possible;
- provide a comprehensive overview of Town finances;
- provide a framework for measuring the fiscal impact of government services against established benchmarks and indicators; and
- be reviewed periodically to incorporate new developments.

Long Term Financial Planning

The Town has adopted policies that strongly support a financial planning and modeling process which assesses, on a multi-year basis, the long-term financial implications of current and proposed operating and capital budgets, budget policies and long term revenue forecasts. •

The long term financial plan increases both policymaker and management awareness of existing or potential problems and will highlight the need for corrective action.

The Town will develop and regularly update a multi-year financial forecasting model, including projections of all revenues, expenditures for operating costs and capital improvements. As part of the forecasting and review process, the governing boards and management will annually reassess the model's baseline assumptions. Elements of this assessment will include:

- a review of each major revenue source with respect to expected trends including potential sources of onetime revenues;
- the status of Payments in Lieu of Taxes (PILOT) agreements and their impact on the Town's finances;
- the identification of significant expenditure categories including analysis and evaluation of any unfunded future liabilities;

- an assessment of the Town's debt position and its projected borrowing capacity;
- a review of the long term capital plan and the early identification of large scale projects;
- a review of trends in the value of the Town's property and other socio-economic indicators; and
- an historical overview of fiscal trends.

Revenue and Expenditure Assumptions

Extraordinary costs shall be quantified and disclosed as soon as they can be identified in order to allow for budgetary adjustment.

A balanced budget is legally required and is a basic control. During the course of developing the annual budget, the multi-year financial forecasting model of anticipated revenues and expenditures will be used to make projections over the long term.

Revenue Policies

Revenue sources have particular characteristics in terms of stability, growth, sensitivity to inflation or business cycle effects and impact on tax and rate payers. A diversity of revenue sources improves Bedford's ability to handle fluctuations in revenues and helps to better distribute the cost of providing services. Within statutory limits, the policy is to diversify revenue sources in order to minimize the impact in fluctuations in individual sources.

Revenue sources will be analyzed on a regular basis to ensure maximum statutory collections, and maximum utilization of Federal and State funding. For example, water and sewer revenues are reviewed annually and the resultant rates, set by the Selectmen, reflect the optimum cost recovery for the provision of these services, including the costs for relevant capital projects.

The first consideration for onetime or unexpected revenue will be to maintain desirable balances in such reserves as the Stabilization Fund and post-employment benefits (i.e. pension, OPEB, sick leave buyback and vacation payout).

Capital Improvement Program

Bedford shall maintain a six-year Capital Improvement Program developed and annually updated by the Capital Expenditures Committee under the authority of the Town Charter. This plan is presented to the Selectmen for their recommendation and includes expenditures for new construction, improvements or renovations of existing Town buildings and infrastructure and for major purchases of equipment.

The Town shall fund capital projects, whenever appropriate, with available funds such as free cash, water and sewer revenue, Proposition 2 ½ debt exclusions and Community Preservation funds.

Capital projects will be prioritized with strong consideration to protecting existing capital investments in infrastructure and maintaining overall standards of safety, functionality and lowest life-cycle cost.

Capital projects are defined in the Town By-Laws under article 15.4

Reserve Policy

The Town will maintain prudent levels of financial reserves to:

- ensure continuity of services at desired levels;
- mitigate against unforeseen fiscal events;
- mitigate against diminished revenues during economic downturns; and
- allow flexibility to deal with future financial liabilities, such as post-employment benefits.

The Town maintains reserves to stabilize its financial operations. These reserve funds may be utilized when necessary for operational reasons and as a source of funds to address future liabilities. Periodic evaluations and reviews of future liabilities are conducted, in conjunction with professional actuarial studies, to adjust targeted appropriation levels to accommodate the balance that must be struck between funding current operations and mitigating future liabilities.

Reserves shall be replenished as soon as practical to achieve the goals indicated below.

Free Cash

An ample Free Cash balance provides the Town with financial flexibility and stability for the future. The intent of the Free Cash Policy is to avoid large swings in the amount of Free Cash used and available for the next year. The policy limits the sum of all usages of Free Cash to approximately 50% of the most recent certified Free Cash amount as determined by the Commonwealth. The policy requires the remaining balance for Free Cash, after appropriation by Town Meeting, to be no less than one percent (1%) of the annual Operating Budget.

Stabilization Fund

The Stabilization Fund may be utilized to protect against a reduction of service levels, to manage temporary revenue shortfalls and unpredicted one-time expenditures and, when practical, to avoid debt and borrowing costs and extraordinary increases in the tax levy.

The desirable funding level for the Stabilization Fund is between two and six percent (2% - 6%) of the annual Operating Budget.

Reserve Fund

The Town, through its Finance Committee, shall maintain a prudent level in its Reserve Fund, to provide for extraordinary and unforeseen expenditures.

The desirable annual appropriation to the Reserve Fund is half a percent (0.5%) of the annual operating budget.

Pension Trust Fund

Withdrawal from this fund is used to offset a portion of the annual pension assessment.

Other Post Employment Benefits (OPEB)

This fund is used to offset health and life insurance costs for current and future retirees.

Starting in FY2025, the Town shall appropriate 5% of the Certified Free Cash into the OPEB Trust Fund. The OPEB Trust Fund contributions will be re-evaluated in five years, allowing for two additional actuarial valuations to be completed during this period, unless it is prudent for the Town to do this earlier.

OPEB Background/History

The Town established an Other Post-Employment Benefits Liability Trust Fund ("OPEB Trust Fund") in 2013 and later established an OPEB Trust Agreement in 2017 for the purpose of providing an irrevocable, dedicated trust fund as a vehicle to accept contributions from the Town to fund current and future retiree's health and life insurance benefits. The custodian of the OPEB Trust Fund is the Town's Finance Director, Treasurer/Collector. The Town utilizes the Massachusetts Pension Reserve Investment Trust Fund ("PRIT") to invest funds that are designated for addressing the Town's OPEB liability. Transfers into the OPEB Trust Fund require a simple majority vote of Town Meeting, and withdrawals from this Fund require a two-thirds vote of Town Meeting.

An actuarial valuation of the OPEB obligations in keeping with the national standards of practice of the actuarial profession and in accordance with Governmental Accounting Standards Board Statement 74 and 75, (GASB-74/75) is performed every two years. Town Meeting as part of the insurance/benefits budget approves the engagement of an actuarial firm, and the selection of the actuarial firm is made by Town Manager and Finance Director, Treasurer/Collector.

As of June 30, 2024, the asset value of the OPEB Trust Fund is \$17,782,443 while, according to study completed by KMS Actuary, the actuarial valuation of the Town's OPEB unfunded liability is \$51,097,155.

Sick Leave Buyback Reserve

The Town will monitor this account annually to ensure that there are adequate reserves, as advised by the Finance Director, to pay Sick Leave Buyback, when needed.

Unfunded Liabilities

It is Town policy to recognize, define and fund the Town's pension, health and sick leave responsibilities. The Governmental Accounting Standards Board (GASB) requires full disclosure on the Town's financial statements for other post-employment benefits (OPEB). The Town shall be proactive in ensuring the timely preparation of actuarial studies to determine the magnitude of these liabilities and to develop a funding strategy for these obligations.

Debt Management

Parameters for issuing and managing debt include:

- limit debt to funding of significant capital projects and purchases of large capital assets with a useful life of 5 years or more;
- consider Proposition 2 ½ debt exclusions for large capital projects, generally those costing over 1 million dollars and bonded for 10 years or more;
- support debt whenever possible with relevant sources of revenue, such as water and sewer revenue and Enterprise user fees, and with alternative funding;
- limit the term of the debt such that it does not exceed the useful life of the project;
- amortize debt as rapidly as appropriate; and
- limit annual general fund debt service to no more than 10% of the Town's annual budget.

The goal of the Town is that all standards related to debt management, be they internal, professional or rating agency related, will be met or exceeded in order to maintain the Town's AAA bond rating.

Investment Policy

The Town's General Fund, Special Revenue and Trust Funds are invested in accordance with all Massachusetts General Laws using the List of Legal Investments and taking into consideration safety, liquidity and yield.

Internal Controls and Fraud Prevention

The Town is committed to ensuring effective stewardship of public funds and all other assets and resources of the Town. It is the policy of the Town, as stated in a separate Anti-Fraud Policy and Response Program document, to prevent and deter all forms of fraud that could threaten the security of assets. Accordingly, the Town is committed to an internal control strategy for the prevention, detection, investigation and corrective action relative to fraud or misuse of assets of the Town.

Select Board Chair

Date

Chair Finance Committee

Date

Updated 1/24/2025

TOWN OF BEDFORD, Commonwealth of Massachusetts
WARRANT FOR A SPECIAL TOWN MEETING
To any of the Constables of the Town of Bedford, in the County of Middlesex.

Greetings—

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the legal voters of said Town of Bedford, qualified to vote at Special Town Meeting for the transaction of Town affairs, to meet in said Town in the **Bedford High School Auditorium (9 Mudge Way) on Monday, November 3, 2025, at 6:30 p.m.**

Then and there to vote upon the following articles:

Contents

Article 1 Debate Rules 2

Article 2 Reconfirm Community Preservation Surcharge 2

Article 3 Supplemental FY26 Community Preservation Budget..... 3

Article 4 Ranked Choice Voting..... 4

Article 5 Bedford Day Expenses..... 5

Article 5 55 The Great Road, Future Use Planning and Design Funding 5

Article 6 Town-Wide Ban on the Use of Second-Generation Anticoagulant Rodenticides (SGARs) 6

Article 7 Ban on the Municipal Use of Second-Generation Anticoagulant Rodenticides (SGARs)..... 7

Article 8 Solar Photovoltaic (PV)— Davis School Roof and Department of Public Works..... 7

Article 9 Fund IAFF Collective Bargaining Agreement 7

Article 10 Charter Amendments- Substantive..... 8

Article 11 Charter Amendments- Clarifying and Formatting 8

Article 12 General Bylaw Amendments- Substantive 8

Article 13 General Bylaw Amendments- Clarifying and Formatting..... 8

Article 14 General Bylaw Amendment- Article 56 Tax Deferral for Renovated Historic Properties 8

Article X CITIZEN PETITION PLACEHOLDER MBTA Community Multifamily Zoning 11

Article X CITIZEN PETITION PLACEHOLDER Development 11

Article 1
Debate Rules

To determine whether the Town will vote to adopt the following procedure for the current Special Town Meeting:

- A. The main motion having been submitted in advance, and presentations having been made available for viewing before the meeting, presentations will be limited to ten (10) minutes;
- B. No amendment shall be accepted unless submitted in writing. A speaker presenting an amendment to an article shall be limited to five (5) minutes;
- C. Speakers shall be limited to five (5) minutes;
- D. No article shall be presented after 10:15 p.m.; and
- E. Town Meeting by majority vote may waive A, B, C, or D;

or pass any vote or take any action relative thereto.

EXPLANATION *This article proposes time limitations on presentations and debate of articles before this Town Meeting. This article requires a 2/3rds majority approval.*

RECOMMENDATIONS

Select Board: Approval Recommended
Finance Committee: Approval Recommended

Article 2
Reconfirm Community Preservation Surcharge

To determine whether the Town will vote to reconfirm a property tax surcharge of three percent (3%) of the taxes assessed annually on real property which shall be dedicated to the Community Preservation Fund, such surcharge to be imposed on taxes assessed for fiscal years beginning on or after July 1, 2026; or pass any vote or take any action relative thereto.

EXPLANATION *This article would authorize the Town to continue to levy in Fiscal Year 2027 a surcharge of three percent (3%) on property taxes to be used for purposes authorized under the Community Preservation Act, which the Town accepted in 2001. Each year the Town receives matching funds from the Commonwealth, as a result of having accepted this Act. In Fiscal Year 2025 the Town received a total of \$428,773 from Commonwealth distributions. This total match was 20.6 based on \$2,551,608 contributed by Bedford taxpayers in Fiscal Year 2025. A 18% match is projected for next year because it is not known at this time how much money will be available and how many communities will be participating in the program.*

Both municipal and Commonwealth funds are to be used exclusively for affordable housing, open space preservation, historic preservation, and recreation. Under the Act, municipalities are required to spend or reserve for future expenditure at least ten percent (10%) of the fund for each of the first three above purposes. The property tax surcharge may be any percentage up to three percent (3%). The Select Board is placing this article on the Warrant of this Special Town Meeting in keeping with a commitment made at the time the Community Preservation Act was accepted. If Town Meeting were to adopt any percentage other than the current three percent (3%) in effect, this change would also need approval of Bedford's registered voters at the Annual Town Election in March 2026. This article requires simple majority approval.

RECOMMENDATIONS

Select Board: [TBD]
Finance Committee: [TBD]
Community Preservation Committee: [TBD]

Article 3
Supplemental FY26 Community Preservation Budget

To determine whether the Town will vote to appropriate the sum of Six Hundred Seventy Five Thousand Dollars (\$675,000) or any other sum, to act upon the recommendations of the Community Preservation Committee by appropriating the following amounts for Fiscal Year 2026 Community Preservation purposes, with each item considered a separate appropriation; and to determine whether such sums shall be appropriated from Fiscal Year 2026 Community Preservation Fund Revenues or the current Community Preservation Fund Balance or Reserves, or by any combination of these methods:

SUPPLEMENTAL FY2026 APPROPRIATIONS	Funds
1 Multi-Purpose Pavilion	\$675,000
TOTAL	\$675,000

or pass any vote or take any action relative thereto.

EXPLANATION *This article proposes to appropriate funds from the Fiscal Year 2026 Community Preservation Budget in order to provide funding necessary to construct a multipurpose pavilion as part of the Town Campus complex between Kids' Club and the Town Center playground. The core components are a covered structure to be used for performances and other formal and informal community events as well as associated landscape improvements to support this use and ensure accessibility.*

RECOMMENDATIONS

Select Board: [TBD]
Finance Committee: [TBD]
Community Preservation Committee: [TBD]

Article 4
Ranked Choice Voting

“AN ACT AUTHORIZING RANKED CHOICE VOTING IN THE TOWN OF BEDFORD”

To determine whether the Town will vote to authorize the Select Board to petition the Massachusetts General Court to enact legislation in substantially the form below for the purpose of implementing ranked choice voting in the Town of Bedford, and further that the Select Board be authorized to approve amendments to said act by the General Court before its enactment that are within the scope of the general objectives of this motion.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. RANKED CHOICE VOTING

(a) For the purposes of this section, the following terms shall, unless the context clearly requires otherwise, have the following meanings:

"Concluded ballot", a ballot that does not rank any continuing candidate or contains an overvote at the highest-ranked continuing candidate.

"Continuing candidate", a candidate who has not been defeated.

"Highest-ranked continuing candidate", the continuing candidate with the highest ranking on a voter's ballot. Where a ballot omits 1 or more rankings, the next highest ranking shall be used for determining the highest-ranked continuing candidate.

"Overvote", a circumstance in which a voter ranks more than 1 candidate at the same ranking.

"Ranking", the number assigned on a ballot by a voter to a candidate to express the voter's preference for that candidate. Ranking number 1 shall be the highest ranking, ranking number 2 shall be the next-highest ranking, and so on.

(b) All elected town offices shall be elected by ranked choice voting, except for single-seat offices when the number of candidates printed on the ballot is less than or equal to 2 or multi-seat offices when the number of candidates printed on the ballot is less than or equal to the number of seats to be elected. Ranked choice voting elections shall be tabulated in rounds pursuant to this section.

(c) In any single-seat election, each round shall begin by counting each ballot as 1 vote for its highest-ranked continuing candidate. Concluded ballots shall not be counted for any continuing candidate. Each round shall proceed sequentially as follows:

(1) If there are 2 continuing candidates, the candidate with the most votes shall be elected, and tabulation shall be complete.

(2) If there are more than 2 continuing candidates, the candidate with the fewest votes shall be defeated and a new round shall begin.

(d) In any multi-seat election, the first seat shall be filled pursuant to the tabulation process established in subsection (c). The remaining seats shall be filled by repeated application of the tabulation process established in subsection (c); provided, however, that all rankings marked for candidates who have already been elected shall be disregarded and ballots shall be counted as 1 vote for their next highest-ranked continuing candidate.

(e) If 2 or more candidates are tied with the fewest votes such that tabulation cannot continue until the candidate with the fewest votes shall be defeated, the tied candidate with the fewest votes in the prior round shall be defeated. If 2 or more such tied candidates were tied with the fewest votes in the prior round, the second tie shall be decided by referring similarly to the number of votes for each candidate in the second-prior round. This process shall be applied successively as many times as necessary. The Town Clerk shall establish a method of tiebreaking that will be used if 2 or more candidates are tied with the fewest votes in the first round of tabulation.

(f) The Town Clerk shall have the authority to promulgate whatever rules are necessary to implement this act.

SECTION 2. The following question shall be placed on the ballot to be used at a regular state or municipal election or at a special election called for the purpose of presenting the question to the voters: Shall an act entitled "An Act Authorizing Ranked Choice Voting in the Town of Bedford be accepted?"

(a) The Town Counsel shall prepare the summary of the proposed legislation, which shall appear on the ballot along with the question provided in this section.

(b) If a majority of votes cast in answer to the question is in the affirmative, the town shall be taken to have accepted the legislation, but not otherwise. SECTION 3. This act shall take effect immediately upon approval of said question; provided, however, that it shall be applicable only to town elections whose date is 90 days or more after the day the act is accepted,

or pass any vote or take any action relative thereto.

EXPLANATION *This article proposes to...*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 5

Bedford Day Expenses

To see if the Town will vote to transfer from Article X at the FY21 Special Town Meeting, the unspent sum of \$20,000, to be expended by the Select Board in FY26 for costs related to Bedford Day activities, including but not limited to fireworks, fencing, and portable restrooms, or pass any vote or take any action relative thereto.

EXPLANATION *The ongoing costs of Bedford Day have increased year over year without a dedicated line item within the budget. This has put strain on the Department of Public Works' grounds maintenance budgets and Town Managers' Professional Services Budgets to absorb the costs. Having a standalone article each year, or a separate line item in the budget in future years, will bring transparency to the true cost of hosting the event.*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 5

55 The Great Road, Future Use Planning and Design Funding

To see if the Town will vote to transfer from Article X at the FY21 Special Town Meeting, the unspent sum of \$100,000, to be expended by the Select Board for professional services related to the reuse of the current building at 55 The Great Road. Professional services include, but are not limited to:

- Technical Assessments and Surveys, such as:
 - Mechanical, Electrical,
 - and Plumbing Assessments,
 - Environmental/Hazardous Materials Surveys,
 - Civil Engineering
- Design & Planning, such as
 - Programming/Feasibility Consulting,
 - Cost Estimating,
 - Landscape Design,
- Costs associated with related activities such as community forums or surveys

or pass any vote or take any action relative thereto.

EXPLANATION *The Fire Department is expected to begin relocating to the new Fire Station at 139 The Great Road in January of 2027. This article will allocate funds to help the community identify reuse options for the existing Fire Station at 55 The Great Road. Once a preferred option or options are selected, additional design and renovation funds may be requested at a future Town Meeting.*

RECOMMENDATIONS

Select Board: [TBD]
Finance Committee: [TBD]

Article 6

Town-Wide Ban on the Use of Second-Generation Anticoagulant Rodenticides (SGARs)

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation substantially in the form below:

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding Chapter 132B of the General Laws or any other general or special law to the contrary, the Town of Bedford may by ordinance prohibit or restrict the application of second-generation anticoagulant rodenticides within the Town of Bedford, including the application of such pesticides by licensed commercial applicators as defined in 333 C.M.R. 10.00, except as allowed by the Board of Health to remediate a public health condition.

SECTION 2. This act shall take effect upon its passage; or act in relation thereto.

or pass any vote or take any action relative thereto.

EXPLANATION *This article would authorize the Select Board to petition the State Legislature for special legislation authorizing the Town to ban the use of second-generation anticoagulant rodenticides (“SGARs”) on both public and private property. The use of SGARs presents a serious risk to both wildlife and domestic animals in Bedford. SGARs are highly toxic, and their impact goes far beyond the targeted rodents. Non-target animals including birds of prey, wild mammals, pets, and even young children are often unintentionally exposed to these poisons through ingestion of poisoned rodents or contaminated carcasses or accidental consumption of SGARs themselves. Numerous published scientific studies have found that wildlife such as owls, hawks, coyotes, and foxes, which are crucial for controlling rodent populations naturally, can suffer fatal consequences when they consume rodents that have ingested SGARs. Rodents who have consumed SGARs can often live for several days after poisoning, making them easy prey for unsuspecting predators.*

There are viable alternatives to SGARs that are both effective and safer for the community. Integrated pest management strategies, such as rodent-proofing buildings, maintaining a clean environment, and setting snap traps, also can control rodent populations without resorting to dangerous poisons.

In taking the proposed action, the Town would encourage the adoption of safer, more sustainable practices and align itself with other progressive municipalities across the state that are taking action to reduce the harmful effects of these chemicals. A ban on use of SGARs would send a clear message that we are committed to creating a safe and responsible environment for both our people and the animals with whom we share it, fostering a healthier, more balanced relationship between humans and the natural world.

RECOMMENDATIONS

Select Board: [TBD]
Finance Committee: [TBD]

Article 7

Ban on the Municipal Use of Second-Generation Anticoagulant Rodenticides (SGARs)

To see if the Town will vote to amend the General Bylaws by adding to Article 46, or any other Article, the following language in bold, including any immaterial renumbering and formatting of the General Bylaws that may be necessary;

46.25 Ban the use of Second-Generation Anticoagulant Rodenticides

The application of second-generation anticoagulant rodenticides shall be prohibited at properties under the care and control of the Town of Bedford, including the application of such pesticides by licensed commercial applicators as defined in 333 C.M.R. 10.00, except as allowed by the Board of Health to remediate a public health condition.;

or pass any vote or take any action relative thereto.

EXPLANATION *This article would ban the use of second-generation anticoagulant rodenticides (“SGARs”) on public property. If passed, this change may take effect sooner than Article 6 which proposes the ban on both public and private property but requires legislative approval.*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 8

Solar Photovoltaic (PV)— Davis School Roof and Department of Public Works

To see if the town will vote to borrow \$900,000 to install solar panels on portions of the roof at the Davis School and Department of Public Works, or pass any vote or take any action relative thereto.

EXPLANATION *This article proposes to fund the purchase and installation of solar panels of the roofs of Davis School and the Department of Public Works. The estimated cost of the DPW roof is \$585,411 and the estimated cost at the Davis School is \$192,339. Over the useful life of the solar panels, the DPW project is expected to save \$1,071,128 and the Davis School project is expected to save \$181,849. The savings in utility billing should offset the cost of the debt service for these projects.*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 9

Fund IAFF Collective Bargaining Agreement

TEXT

EXPLANATION *This article proposes to...*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 10
Charter Amendments- Substantive

TEXT

EXPLANATION *This article proposes to...*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 11
Charter Amendments- Clarifying and Formatting

TEXT

EXPLANATION *This article proposes to...*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 12
General Bylaw Amendments- Substantive

TEXT

EXPLANATION *This article proposes to...*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 13
General Bylaw Amendments- Clarifying and Formatting

TEXT

EXPLANATION *This article proposes to...*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article 14
General Bylaw Amendment- Article 56 Tax Deferral for Renovated Historic Properties

To determine whether the Town will vote to approve the following amendments to Article 56 (Tax Deferral for Renovated Historic Properties) of the General Bylaws; or pass any vote or take any action relative thereto. *(Additions shown in bold and deletions in strikeout)*

56.1. Creation of a Special Property Tax Assessment

A special property tax assessment is created for substantial rehabilitation of owner-occupied residential property listed on the State Register of Historic Places (State Register) **a historic residential property**. The increase in assessed value resulting from substantial rehabilitation of eligible properties shall be phased in one-fifth increments over a period of five (5) years to the full assessed value of the property. The special assessment shall extend only to the building(s) or structure(s) that are rehabilitated.

56.2. Eligible Properties

In order to be eligible for the special assessment property must meet the following criteria:

~~a. The property to be rehabilitated must be occupied by the owner exclusively for residential purposes and be listed on the State Register which is maintained by the Massachusetts Historical Commission (MHC) pursuant to M.G.L. Ch. 9, Section 26C, either individually or as a contributing element within an historic district.~~

~~b. The cost of rehabilitation, as that term is defined in 950 C.M.R. 72.04, must be no less than 25% of the assessed value of the property prior to rehabilitation. Not less than 10% of the cost of rehabilitation shall be dedicated to rehabilitation of the exterior of the historic building.~~

~~e. The property owner must present to the Assessor a certificate from the MHC stating that the proposed rehabilitation meets the Secretary of the Interior's Standards.~~

a. The property to be rehabilitated must be occupied exclusively for residential purposes.

b. The historic property must be one that is either subject to Article 57, Demolition Delay or, for properties within the Bedford Historic District established under Chapter 118 of the Special Acts of the Legislature of 1964, be declared eligible by the Historic District Commission.

c. Cost of rehabilitation shall mean the actual cost of rehabilitation relating to improvements located on or within the historic building, architectural and engineering services attributable to the design of the improvements, and/or costs necessary to maintain the historic character or integrity of the building. The cost of rehabilitation must be no less than 25% of the assessed value of the building prior to rehabilitation. Not less than 10% of the cost of rehabilitation shall be dedicated to rehabilitation of the exterior of the historic building

56.3 Application Process

~~The following requirements listed in subsection I (a-d) are the minimum information required by 950 C.M.R. 72.08(3).~~

The following lists the minimum information required for an application:

1) Property Owner: A property owner must submit an application, on a Rehabilitation Eligibility form provided by the Assessor. The property owner is responsible for the following information on the Rehabilitation Eligibility form:

~~a. certification from the MHC that the rehabilitation as proposed meets the Secretary of the Interior's Standards;~~

~~b. proof of the applicant's ownership and occupancy of the subject property; and~~

~~c. the total cost of certified rehabilitation, with cost breakdown for interior and exterior structure rehabilitation.~~

~~2) Assessors: Within 60 days of receipt of a completed Rehabilitation Eligibility form, the Assessor shall determine whether the proposed rehabilitation meets the eligibility criteria set forth in Section 2, and will notify the owner of its decision via an Eligible Project Certificate.~~

~~3) Property Owner: No later than two (2) years after completion of the rehabilitation, the property owner shall provide to the Assessor a certification that the completed work conforms with the proposed~~

~~rehabilitation and meets the Secretary of the Interior's Standards. The owner shall obtain such certification from the MHC, or from the Historic Preservation Commission if the property is in an historic district or is a designated landmark, or is otherwise subject to a preservation restriction or bylaw.~~

~~4) Assessors: The Assessor will grant final approval of the special assessment upon receipt of the certification described above.~~

(a) Proof of the applicant's ownership of the subject property,

(b) Complete rehabilitation plan, including description of work and appropriate photographic documentation, estimated work schedule and completion date. The plan must show how the proposed rehabilitation complies with the HPC Historic Preservation Guidelines , and Historic District Commission guidelines if applicable,

(c) The total cost of rehabilitation, with cost breakdown for the interior and exterior structure rehabilitation,

(d) Assessed value of building prior to rehabilitation.

(2) Assessors: Provide the Application form and assemble all required supporting documentation for the Application package. When completed, send the Application Package to the HPC within 7 days (or to HDC if

the building is within the Bedford Historic District)/

(3) Historic District Commission: For buildings within the Bedford Historic District, reviews the application to certify (or not) that the planned building rehabilitation conforms to HDC requirements. HDC will provide its certification decision to the Assessor's within 60 days

Historic Preservation Commission: For buildings outside of the Bedford Historic District, reviews the application to certify (or not) that the building is a "Significant" building per Article 57 (Demolition Delay Bylaw), and that this designation is expected to be preserved by the proposed rehabilitation. The HPC will provide its certification decision to the Assessors within 60 days.

(4) Property Owner: No later than two (2) years after completion of the rehabilitation, the property owner shall provide to the Assessor a certification that the completed work conforms with the proposed rehabilitation. The owner shall obtain such certification from the Historic District Commission, if the building is within the Bedford Historic District; otherwise, the certification is from the Historic Preservation Commission.

(5) Assessors: The Board of Assessors grants final approval of the special assessment upon receipt of the certification described above.

56.4 Effective Date of Special Assessment

The special assessment will take effect on the first day of the next fiscal year after the completed work certification is received by the Assessors.

56.5 Time Limits

1) An owner shall apply for the special assessment no later than two (2) years after completion of the rehabilitation certified by the MHC **under Section 3.**

2) In order to be included in the total cost of rehabilitation as defined in 950 C.M.R. 72.04, all rehabilitation work must be completed within a three (3) year period.

56.6 Other Provisions

The following provisions outline policies for ensuring that the owner who receives the special assessment maintains the property in the manner intended by the enabling legislation.

1) An owner who applies for the special assessment shall agree in writing to maintain the subject property in accordance with the Secretary of the Interior's Standards **specified conditions** for the duration of the special assessment. ~~Failure to maintain the property in accordance with the Secretary of the Interior's Standards for the agreed period of time shall result in revocation of the special assessment. In the event that the Historic Preservation Commission informs the Assessor that the owner has failed to maintain the subject property in accordance with the Secretary of the Interior's Standards,~~ **In the event that the Historic Preservation Commission or Historic District Commission informs the Assessor that the owner has failed to maintain the subject property in accordance with the specified conditions, the Assessor shall notify the owner in writing and**

the owner shall have 30 days in which to demonstrate that the property has been maintained in accordance with the Secretary of the Interior's Standards **specified conditions** or, if not, to remedy such failure.

~~2) An owner who receives the special assessment shall annually, for the duration of the special assessment;~~

~~a. provide the Assessor with written certification that they still own and occupy the property which is the subject of the special assessment;~~

~~b. provide the Assessor with certification from the MHC, or from the Historic Preservation Commission if the property is in an historic district, that the property continues to be in compliance with the Secretary of the Interior's Standards and that the subject property is still listed on the State Register.~~

2) The special assessment shall run with the property if a sale or transfer of ownership occurs during the five (5)-year period. Each owner shall annually, for the duration of the special assessment, provide the Assessor with written certification that they own the property which is the subject of the special assessment.

~~3) The date of any of the following occurrences shall terminate the special assessment:~~

~~a. written notice from the owner to the Assessors requesting removal of the special assessment;~~

~~b. failure to provide certification of compliance with the Secretary of the Interior's Standards;~~

~~c. sale or transfer of ownership during the five (5) year period, except in the course of probate proceedings; or~~

~~d. removal of the property from the State Register.~~

3) Written notice from the owner to the Assessors requesting removal of the special assessment shall terminate the special assessment.

EXPLANATION: *This article revises an existing bylaw meant to encourage owners of old houses to maintain their property in good condition. Qualifying owners who make significant renovations would receive a break on some of the resulting increase in their property tax. To date, no one has been able to take advantage of the bylaw because the eligibility requirements proved to be impractical. Passage of this article would make the requirements easier to meet. The current bylaw applies to properties on the State Register of Historic Places; the revised bylaw includes all homes built before 1943. This article requires simple majority approval.*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article X

CITIZEN PETITION PLACEHOLDER MBTA Community Multifamily Zoning

TEXT

EXPLANATION *This article proposes to...*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

Article X

CITIZEN PETITION PLACEHOLDER Development

TEXT

EXPLANATION *This article proposes to...*

RECOMMENDATIONS

Select Board: [TBD]

Finance Committee: [TBD]

and you are directed to serve this Warrant by posting attested copies thereof at the Town Hall and in at least three (3) other public places in the Town at least fourteen (14) days before the time of said meeting.

Hereof fail not and make return of this Warrant with your doings thereof at the time and place of said meeting.

Given under our hands on this 14th day of October in the year Two Thousand Twenty-Five.

SELECT BOARD OF BEDFORD

PAUL MORTENSON, CHAIR

DAN BROSGOL

BOPHA T. MALONE

SHAWN HANEGAN

TERRENCE PARKER

I have served this warrant by posting attested printed copies thereof at the Town Hall and four other places of public travel.

Constable

_____, 2025.
(month and day)

Guidelines for Civil Discourse

Whereas, the Bedford Select Board desires civil discourse among and before all Town of Bedford boards and committees;

Now, therefore, the Bedford Select Board hereby establishes guidelines for ensuring orderly and peaceable discourse at public meetings and in all matters related to business of these public bodies as follows:

Members of the public shall follow any guidelines from the Chair regarding who speaks, when, and for how long.

Members of the public shall not disrupt others' comments or the conduct of the public meeting.

Outside of general public comment periods, speakers shall limit their comments to those reasonably related to the agenda item or subject at hand.

In order to guarantee full participation by all people and to ensure productive discourse, we also **encourage** all citizens to respect the following guidelines:

Show respect for others.

Allow each person to finish speaking before responding.
Use helpful, not hurtful language.

Speak as you would like to be spoken to.

Use courtesy titles (Mr., Ms., Sir, etc.) and ask if unsure.
Restate ideas when asked.
Use a civil tone of voice.

Agree to listen.

Respectfully listen to differing points of view.
When unsure, request clarification.
Realize that what you say and what people understand you to have said may be different.
Recognize that people can agree to disagree.

Speak for yourself, not others.

Speak from your own experience.
Use "I" statements ("I think that the ideas presented . . .").

Follow agreed-upon guidelines regarding who speaks when and for how long.

Volunteers Needed to Serve on Town Committees

If you are thinking about helping your Town, now or in the future, the Volunteer Coordinating Committee encourages you to attend a meeting of the committee that you are interested in, then fill out and submit a questionnaire/application form. For information on committees and openings, as well as a link to the volunteer questionnaire and list of Volunteer Coordinating Committee members, please visit:

bedfordma.gov/vcc.

For back-up material and other information about Special Town Meeting, please visit
bedfordma.gov/town-meeting

**Town of Bedford
Massachusetts 01730**

**Presorted Standard Mail
Postage Paid
Permit No. 42
Burlington, MA 01803**

**Residential Postal Customer
Bedford, MA 01730**

**Special Town Meeting
Monday, November 3, 2025
6:30 p.m.
Bedford High School Auditorium
9 Mudge Way
Open to All Registered Voters**

Bedford Solar Portfolio: Pre-Site Visit Financial Estimates

Bedford Pre-Site Visit PPA Estimates			30 % Federal ITC			0 % Federal ITC		
Project	Size (kWdc)	Year 1 kWh Production	PPA rate (\$/kWh)	PPA Term Length (years)	PPA Term Net Savings	PPA rate (\$/kWh)	PPA Term Length (years)	PPA Term Net Savings
High School - Canopy	540.54	595,000	\$0.1084	25	\$1,340,000	\$0.2050	25	-\$6,376
Library - Canopy	368.55	407,000	\$0.0993	25	\$1,465,365	\$0.2017	25	\$488,804
DPW - Roof	228.00	249,000	\$0.0529	20	\$851,554	\$0.1248	20	\$511,723
J. Glen Middle - Canopy	298.35	340,000	\$0.1188	25	\$814,429	\$0.2273	25	-\$50,049
Davis School - Canopy	274.37	281,000	\$0.1703	25	\$335,579	\$0.2972	25	-\$500,130
New Fire Station Roof	59.52	68,000	\$0.1389	20	\$120,718	\$0.2333	20	-\$1,977
Davis School - Roof	66.24	68,000	\$0.1147	20	\$113,075	\$0.1999	20	\$2,695
TOTAL	1,835.57	2,008,000			\$5,040,720			\$444,690

Bedford Pre-Site Visit Purchase Estimates			30 % Federal ITC			0 % Federal ITC		
Project	Size (kWdc)	Year 1 kWh Production	Purchase Price, net of ITC	Projected Project Life	Lifetime Net Savings	Purchase Price, net of ITC	Projected Project Life	Lifetime Net Savings
High School - Canopy	540.54	595,000	\$1,432,563	25	\$2,812,775	\$2,046,519	25	\$2,198,819
Library - Canopy	368.55	407,000	\$1,034,069	25	\$2,513,726	\$1,477,241	25	\$2,070,554
DPW - Roof	228.00	249,000	\$409,788	20	\$1,246,751	\$585,411	20	\$1,071,128
J. Glen Middle - Canopy	298.35	340,000	\$879,064	25	\$1,801,608	\$1,255,806	25	\$1,424,866
Davis School - Canopy	274.37	281,000	\$1,320,621	25	\$1,801,608	\$1,210,802	25	\$1,438,367
New Fire Station Roof	59.52	68,000	\$133,795	20	\$285,777	\$190,493	20	\$229,079
Davis School - Roof	66.24	68,000	\$135,087	20	\$239,100	\$192,339	20	\$181,849
TOTAL	1,835.57	2,008,000	\$5,344,987		\$10,701,345	\$6,958,611		\$8,614,662



Bedford Pre-Site Visit PPA Estimates			30 % Federal ITC		
Project	Size (kWdc)	Year 1 kWh Production	PPA rate (\$/kWh)	PPA Term Length (years)	PPA Term Net Savings
High School - Canopy	540.54	595,000	\$0.1084	25	\$1,340,000
Library - Canopy	368.55	407,000	\$0.0993	25	\$1,465,365
DPW - Roof	228.00	249,000	\$0.0529	20	\$851,554
J. Glen Middle - Canopy	298.35	340,000	\$0.1188	25	\$814,429
Davis School - Canopy	274.37	281,000	\$0.1703	25	\$335,579
New Fire Station Roof	59.52	68,000	\$0.1389	20	\$120,718
Davis School - Roof	66.24	68,000	\$0.1147	20	\$113,075
TOTAL	1,835.57	2,008,000			\$5,040,720

Bedford Pre-Site Visit Purchase Estimates			30 % Federal ITC		
Project	Size (kWdc)	Year 1 kWh Production	Purchase Price, net of ITC	Projected Project Life	Lifetime Net Savings
High School - Canopy	540.54	595,000	\$1,432,563	25	\$2,812,775
Library - Canopy	368.55	407,000	\$1,034,069	25	\$2,513,726
DPW - Roof	228.00	249,000	\$409,788	20	\$1,246,751
J. Glen Middle - Canopy	298.35	340,000	\$879,064	25	\$1,801,608
Davis School - Canopy	274.37	281,000	\$1,320,621	25	\$1,801,608
New Fire Station Roof	59.52	68,000	\$133,795	20	\$285,777
Davis School - Roof	66.24	68,000	\$135,087	20	\$239,100
TOTAL	1,835.57	2,008,000	\$5,344,987		\$10,701,345

0 % Federal ITC		
PPA rate (\$/kWh)	PPA Term Length (years)	PPA Term Net Savings
\$0.2050	25	-\$6,376
\$0.2017	25	\$488,804
\$0.1248	20	\$511,723
\$0.2273	25	-\$50,049
\$0.2972	25	-\$500,130
\$0.2333	20	-\$1,977
\$0.1999	20	\$2,695
		\$444,690

PPA with ITC vs w/o ITC

1,346,376	
976,561	
339,831	
864,478	
833,709	
122,695	
110,380	
4,594,030	11.4x difference

0 % Federal ITC		
Purchase Price, net of ITC	Projected Project Life	Lifetime Net Savings
\$2,046,519	25	\$2,198,819
\$1,477,241	25	\$2,070,554
\$585,411	20	\$1,071,128
\$1,255,806	25	\$1,424,866
\$1,210,802	25	\$1,438,367
\$190,493	20	\$229,079
\$192,339	20	\$181,849
\$6,958,611		\$8,614,662

ROI % with ITC	ROI % w/o ITC
96	7
143	40
204	83 buy
105	13
36	19 ?? Different from the 7
114	20 buy
77	-5 buy
100	24

'/28 prez

SPECIAL TOWN MEETING NOVEMBER 3, 2025

**Bedford High School Auditorium
9 Mudge Way**

Registration opens: 5:30pm

Town meeting: 6:30pm

Digital copies of the warrant and presentation materials will be made available online.

Please visit BEDFORDMA.GOV/TOWN-MEETING



Printed warrants are available October 20th

Digital materials are posted online as soon as they are complete

For questions, or to request a Printed Copy of the warrant, please call 781-275-1111 or email townmanager@bedfordma.gov



Town of Bedford
Town Hall
10 Mudge Way
Bedford Massachusetts 01730

Presorted Standard Mail
Postage Paid
Permit No. 42
Burlington, MA 01803

Residential Postal Customer
Bedford, MA 01730

Special Town Meeting
Monday, November 3, 2025
6:30 p.m.
Bedford High School Auditorium
9 Mudge Way
Open to All Registered Voters

**ARTICLE 12
WEEKLY PAY RATES**

FY26 Rates – 2.5%

					Officer Rank Differential	10 Years	15 Years	20 Years
Captain				.21062 above LT.	\$2,054.88	\$2,116.53	\$2,180.03	\$2,245.43
Lieutenant				.1710333 above Step 5 FF	\$1,697.38	\$1,748.30	\$1,800.75	\$1,854.77
	Step 1	Step 2	Step 3	Step 4	Step 5	10 Years	15 Years	20 Years
Firefighter	\$1,294.59	\$1,317.65	\$1,401.05	\$1,425.20	\$1,449.47	\$1,492.95	\$1,537.74	\$1,583.87

FY27 Rates – 2.5%

					Officer Rank Differential	10 Years	15 Years	20 Years
Captain				.21062 above LT.	\$2,106.26	\$2,169.48	\$2,234.56	\$2,301.60
Lieutenant				.1710333 above Step 5 FF	\$1,739.82	\$1,792.01	\$1,845.77	\$1,901.14
	Step 1	Step 2	Step 3	Step 4	Step 5	10 Years	15 Years	20 Years
Firefighter	\$1,326.95	\$1,350.59	\$1,436.08	\$1,460.83	\$1,485.71	\$1,530.28	\$1,576.19	\$1,623.47

FY28 Rates – 2.5%

					Officer Rank Differential	10 Years	15 Years	20 Years
Captain				.21062 above LT.	\$2,158.92	\$2,223.69	\$2,290.40	\$2,359.11
Lieutenant				.1710333 above Step 5 FF	\$1,783.31	\$1,836.81	\$1,891.91	\$1,948.67
	Step 1	Step 2	Step 3	Step 4	Step 5	10 Years	15 Years	20 Years
Firefighter	\$1,360.12	\$1,384.35	\$1,471.98	\$1,497.35	\$1,522.85	\$1,568.53	\$1,615.59	\$1,664.06

eligible employees (see paragraph below)

A Firefighter who is promoted to Lieutenant shall receive the Lieutenant's rate of pay upon promotion. A Firefighter or Lieutenant who is promoted to Captain shall receive the Captain's rate of pay upon promotion.

LONGEVITY SERVICE STEPS

which shall be included in base pay for calculating overtime (and the like).

A Firefighter will receive a 3% increase above Step 5 Firefighter when they reach 10 years of service.

A Firefighter will receive a 3% increase above the 10 Year Firefighter Step when they reach 15 years of service.

A Firefighter will receive a 3% increase above the 15 Year Firefighter Step when they reach 20 years of service.

An Officer will receive a 3% increase above their respective Rank Differential when they reach 10 years of service.

An Officer will receive a 3% increase above their Rank's 10 Year Step when they reach 15 years of service.

An Officer will receive a 3% increase above their Rank's 15 Year Step when they reach 20 years of service.

AMBULANCE STIPEND

(This language replaces paragraph one of Assignments in Article 13).

All members of the Local 2310 are eligible to work on the ambulance, and all members of the Local 2310 will receive **2%** in salary effective July 1, 2025, an additional **1%** in salary effective July 1, 2026 (Totaling 3%), and an additional **1%** in salary effective July 1, 2027 (Totaling 4%).

It is agreed that the right to assign rests with the Chief of Department and that delegation of authority may be granted to officers of the Bedford Fire Department.

CAREER INCENTIVE

Effective 7-1-2025

Associates Degree to be compensated at **6%** of Step 5 Firefighter on the Weekly Pay Rates Chart under Article 12.

Bachelor's Degree to be compensated at **9%** of Step 5 Firefighter on the Weekly Pay Rates Chart under Article 12.

Master's Degree to be compensated at **11%** of Step 5 Firefighter on the Weekly Pay Rates Chart under Article 12.

Areas eligible for Career Incentive

1. Fire Science Technology or administration/management
2. Public Administration
3. Business Administration
4. Fire Administration
5. Paramedic Technology
6. Criminal Justice
7. Health/Science fields or Medical Studies, including:
 - a. Pharmacology
 - b. Kinesiology
 - c. Life Science
 - d. Physiology
 - e. Sports Medicine
 - f. Nursing
 - g. Occupational Therapy
 - h. Physical Therapy
 - i. Psychology

Other areas and degrees can be submitted by members and will be subject to approval of Chief of Department.

FIRE PREVENTION AND OPERATIONS/TRAINING CAPTAINS

SECTION 1

The appointed applicants will receive an additional (Day) stipend of **3%** effective July 1, 2025 included into their base pay. The (Day) stipend will increase to **4%** on July 1, 2026, and **5%** on July 1, 2027. Hours worked beyond the normal 40 hour work schedule will be subject to the provisions of the existing contract. The appointed applicant will be entitled to all contract provisions regarding overtime. The administrative group shall be paged for whenever a group and call and/or all call is paged.

ARTICLE 7 OVERTIME

SECTION 2

Callback: In the event the bargaining unit employees are required to return to work to provide coverage while the ambulance is out, for any non-fire related runs, for operation of or coverage for any fire related run, they shall receive a minimum of four (4) hours pay at time and one-half rate. Employees who are called back shall remain on duty until or when, the following conditions, and any other conditions deemed necessary, are met and confirmed complete by either Chief of Department or the Shift Commander.

- a. All personnel are clean and deconned;
- b. All equipment is clean and deconned;
- c. Any equipment that needs replacement is replaced; and
- d. All apparatus/facilities are cleaned, deconned, and returned to service

ARTICLE 11 SENIORITY

SECTION 3

Whenever a Captain is absent from their regular group and another Captain is not working with that group, a Captain shall be hired to be in charge of that group. If a Captain is not available, then a lieutenant is eligible to serve as "Acting Captain" for the shift. The Lieutenant who works with the group where the Captain shift is open will work the shift as "Acting Captain". If both officers are out from the normally scheduled shift and need to be backfilled the shift Captain will be filled by another Group Lieutenant based on seniority in Rank, and the company officer will be filled in accordance with language below.

Whenever a Lieutenant is absent from their regular group and another Company officer is not working in that role, a firefighter on the Lieutenants Promotional List will be hired in that role. If nobody accepts, then the shift will be offered to the Captains. In the event that the shift is still unfilled, a firefighter with a minimum of 5 years of experience can act as the company officer of the group.

ARTICLE 11 SENIORITY

Add

LATERALS

Lateral Transfer Language: When determining years of service for Step schedule placement and vacation accrual, the Fire Chief will credit prior years of service from full-time experience working as a firefighter in another community. Years of service credits shall be capped at 10 years. The Fire Chief, with the approval of the Town Manager, may credit any other public safety experience that directly relates to the position.

The Town will place lateral hiring priority on Paramedics, but can hire EMT/First Responders with the condition of employment of Paramedic Certification and Licensure being obtained by lateral within the timeframe set forth in the current collective bargaining agreement. Laterals will not be able to use Civil Service Seniority at Rank if it was not gained in Bedford.

Insert "Layoff" paragraph from current Article 13.

**ARTICLE 17
MILITARY LEAVE**

The Town shall provide military leave to members of the bargaining unit pursuant to the provisions of applicable federal and state laws, including M.G.L.c. 33, sec. 59, which the Town has adopted.

**ARTICLE 19
HEALTH AND WELFARE**

SECTION 1

The parties acknowledge that health insurance is provided by the Town pursuant to M.G.L.c. 32B, & 23. The Town's contribution rate for HMOs will be 82% for Individual plans and 75% for Family plans. Employee contributions may be made on a pre-tax basis through a so called Section 125 plan. The Town will continue to offer dental insurance through Delta Premier Plan B and contribute 50% of the cost regardless of whether the subscriber is in an individual or family plan

**ARTICLE 23
TEMPORARY SERVICE OUT OF RANK**

Any Employee covered by this Agreement who is temporarily designated to assume the responsibilities of a higher rank, shall receive the base pay of such higher rank from the date the Employee assumes such rank, until relieved of such responsibilities

**ARTICLE 38
DURATION OF AGREEMENT**

This agreement shall take effect July 1, 2025 and shall continue in effect until June 30, 2028, or from day to day thereafter until such time as a successor Agreement is executed by the parties hereto. Either party to this Agreement wishing to negotiate a successor agreement, must so indicate by notifying the other party on or before November 1, prior to the termination of this Agreement. Within fifteen (15) days after receipt of such notification by either party, the parties agree to commence negotiations in accordance with M.G.L., Ch. 150E.

Town

Union

Town

Date:

Union

Date:



TOWN OF BEDFORD

Town Hall
10 Mudge Way
Bedford, MA 01730
Tel: (781) 918-4000 www.bedfordma.gov

SELECT BOARD

Paul Mortenson, *Chair*
Dan Brosgol, *Clerk*
Bopha Malone
Shawn Hanegan
Terrence Parker

Date: September 29, 2025
To: Select Board
From: Matthew J. Hanson, Town Manager
Subject: IAFF 2310 Union Contract Extension

The Memorandum of Understanding (MOU) included in the Board's packet outlines changes for the IAFF bargaining unit for FY26-FY28. The MOU was previously reviewed and approved by the Board in Executive Session, and is now subject to public ratification.

Highlights of the agreement include:

- 2.5% increase in weekly pay rates for Firefighters, Lieutenants, and Captains for each fiscal year: FY26, FY27, and FY28.
- Longevity Service Steps are modified to a consistent % and will now start at 10 years of service.
- The right to be assigned to the Ambulance, and the relevant Ambulance Stipend, will apply to all bargaining unit members, rather than just 16 members. The stipend will increase by 1% in FY27 and 1% in FY28.
- Career Incentive compensation for an Associates, Bachelor's, and Master's degrees at will be converted from a dollar amount to a percentage respectively, 6%, 9%, and 11% (of the Step 5 Firefighter weekly rate). These percentages align with the current dollar amount.
- Operational and administrative changes include revisions to temporary service out of rank, seniority, and callback procedures.
- Lateral transfer language is added to Article 11, allowing the Fire Chief to credit up to 10 years of prior full-time firefighter service in another community toward step schedule placement and vacation accrual, with hiring priority placed on Paramedics.
- Health and Welfare changes include the Town maintaining its
- The Fire Prevention and Operations/Training stipend will switch from a dollar amount to a % as follows: 3% of base pay on July 1, 2025, increasing to 4% on July 1, 2026, and 5% on July 1, 2027.

Recommended Motion: I move that the Board ratify the IAFF 2310 contract changes outlined in the MOU included in the Board's packet dated 9-25-2025.

Select Board Meeting Minutes
Monday, September 15, 2025
7:00 PM
Select Board Hearing Room

Select Board Members: Daniel Brosgol; Shawn Hanegan; Bopha Malone; Paul Mortenson; Terrence Parker

Attendees: Matt Hanson, Town Manager; Autumn Ledgister-Cummins, Executive Assistant; Amy Fidalgo, Assistant Town Manager; Joanne Callendar, Eversource Representative; Mike Sprague, DPW Town Engineer; Ben Thomas, Finance Committee Chair; Aletha Yates, Historic Preservation Commission Chair; Adam Schwartz, 34 Glenridge Dr; Sue Schwartz, 34 Glenridge Dr; Jim Katz, 4 Cider Ridge Ter ; Piper Pavelich, Bedford Citizen Reporter; Patricia Fabian, 33 Anthony Rd; Lucille Wilson, 50 Hancock St; John McClain, 8 Maple St; Ron Scaltreto, Facilities Director; Beatrice Brunkhorst, 135 Page Rd. Pamela Brown, Brown & Brown .P.C Attorney; Amarjit Singh, Holi Representative

1. Public Comment

Adam Schwartz, 34 Glenridge Dr, spoke on the pedestrian fatalities in Bedford. Mr. Schwartz would like to see more signage, pedestrian safety corridors, and stronger prevention against distracted driving.

Patricia Fabian, 33 Anthony Rd, spoke in opposition to the proposed elimination of the Energy and Sustainability Manager position.

Stewart Trout, 35 Riverside Ave, wrote a letter to the Select Board in favor of the proposed private development expansion on the Hansom Air Force Field.

2. Public Hearing – Eversource – Grant of Location Request

1. Parker Road W.O. #22453779 to install 21 feet of conduit in Parker Road.

Ms. Malone moved the Board to open the Public Hearing for Parker Road W.O. #22453779 to install 21 feet of conduit in Parker Road. Mr. Hanegan seconded. The motion passed. 5-0-0.

Joanne Callendar, Eversource Representative, and Mike Sprague, DPW Town Engineer, presented the grant of location request to the Board.

Eversource seeks a grant location to install 21 feet of conduit onto the private property of #6 Parker Road. This is to provide underground service to an all-electric home.

Mr. Sprague stated that the DPW had no issues with the request and doesn't believe public utilities would be impacted.

Mr. Brosgol moved to close the Public Hearing for Parker Road. Ms. Malone seconded. The motion passed 5-0-0.

Ms. Malone moved that the Town approve the petition to construct the utility as described and shown on the Order and Plans, dated August 27, 2025, for 6 Parker Road on behalf of NSTAR Electric Company DBA Eversource Energy. Mr. Hanegan seconded. The motion passed 5-0-0.

Materials: SB Cover Memo for Gol WO#22453779_6 Parker Rd; Parker Rd Bed Abutters List; Parker Rd Bed Cover letter; Parker Rd Bed Order; Parker Rd Bed Petition; Parker Rd Bed Plan; Assessors – Abutters List Park Road; Parker Road Abutters Notice

3. Alcohol License Change of Manager – Holi

Pameal Brown, Brown & Brown P.C. Attorney, and Amarjit Singh, Holi Representative, presented the alcohol license change of manager to the Board. The restaurant Holi, located at 20 North Rd, seeks to change their manager on their alcohol license.

Matt Hanson, Town Manager, stated that there were no adverse comments from the Fire, Health, Code, and Police Department. The license would be contingent upon the outstanding water and sewer bill being paid in full to the Finance Department.

Ms. Brown stated that there was a change in ownership. The previous manager is no longer involved in the company, and the establishment seeks to instate Amarjit Singh as Holi's manager. Additionally, Gurnam Singh transferred interest to Sukhwinder Singh.

Mr. Mortenson inquired about Holi's age verification procedures and whether there have been any infractions. Mr. Singh answered he cards everyone and has never had an infraction.

Ms. Malone praised Holi's food and good standing reputation in surrounding communities.

Ms. Malone moved the Board to approve Holi's license change of manager, change of officer, and change of ownership request contingent upon all utility bills being paid in full. Mr. Parker seconded. The motion passed 5-0-0.

Materials: Holi Memo; Liquor License Change of Manager – Redacted

4. Board and Committee Interviews

1. Jim Katz – Transportation Advisory Committee

Jim Katz introduced himself to the Board. Mr. Katz has previous experience working on the 2022 bike path expansion and sought to continue contributing his time to similar matters. Mr. Katz is an avid bicyclist who would like to see more bike paths on the road and sidewalks. Mr. Katz acknowledges that Bedford is a very settled town but believes it would be worth putting effort into.

Mr. Mortenson asked if Mr. Katz would be interested in a leadership role once becoming acquitanced with the committee. Mr. Katz answered yes.

Mr. Parker thanked Mr. Katz for applying and highlighted his background and resume.

Mr. Brosgol asked Mr. Katz if he had attended any of the previous TAC meetings. Mr. Katz answered yes, he has attended 3 over the last couple of months. Mr. Brosgol asked about Mr. Katz's perspective on target speeds. Mr. Katz answered that the target speeds seemed technical and didn't delve too much into the details.

Mr. Hanegan asked how Mr. Katz would go about generating consensus around changes that need to be proposed. Mr. Katz answered the focus should be on the causes rather than implementing measures to reduce accidents.

Mr. Brosgol moved that the Select Board appoint JAMES KATZ to the Transportation Advisory Committee for a 3-year term ending June 30, 2028, and authorize the Town Manager to sign letters on behalf of the Select Board to this effect.

Ms. Malone seconded. The motion passed 5-0-0

2. Heather Coopriider – Cultural Council

Heather Coopriider introduced herself to the Board. Ms. Coopriider grew up in an artistic family which propelled a deep respect for it. Ms. Coopriider enjoys embracing the community through different artistic avenues and finds that the Cultural Council shares the same objective.

Mr. Parker asked if there were certain areas with the council that Ms. Coopriider believes could be dealt with differently or better. Ms. Coopriider answered that community outreach could be improved.

Ms. Malone asked if there were any projects that Ms. Coopriider would like to see. Ms. Coopriider answered she would like to see more children or senior citizens involved in projects.

Mr. Brosgol asked Ms. Coopriider if there were any prospective field trips that she would like to see the council take. Ms. Coopriider answered the council could visit museums.

Mr. Hanegan thanked Ms. Coopriider for applying to the Cultural Council.

Mr. Parker moved that the Select Board appoint HEATHER COOPRIDER to the Bedford Cultural Council for a 3-year term ending June 30, 2028, and authorize the Town Manager to sign letters on behalf of the Select Board to this effect.

Ms. Malone seconded. The motion 5-0-0

Materials: Appointments 9.15.25; Heather Coopriider Application; Heath Coopriider Resume; James Katz Application; Jim Katz Resume 2025

5. Facilities– Discuss Select Board Meeting Room Second Egress for Capital Budget

The Board continued the discussion from the 9.2.25 Select Board meeting regarding the second egress for the Select Board meeting room.

Ron Scaltreto, Facilities Department Director, proposed the additional funds needed for the second egress to the Board. During the fall of 2023 due to security concerns from the Select Board, the Facilities Department was asked to explore a second egress from the Select Board Room at Town Hall.

Mr. Hanegan believes there is a concern regarding safety; however, he would like to see a comprehensive emergency plan first before implementing a door. The second egress wouldn't address an emergency in the other conference rooms, such as the second floor and lower level.

Mr. Mortenson asked the Board if police presence was needed. The Board was split on whether a police detail was needed. Mr. Brosgol and Mr. Hanegan were in favor of having a deterrent be present; especially, when a controversial topic is on the agenda.

Ms. Malone inquired about the emergency plan. Matt Hanson, Town Manager, answered that the Police have a comprehensive emergency plan. Mr. Hanegan further inquired if the plan detailed Board members' actions during an event. Mr. Hanson answered that the current plan doesn't have that level of detail. The Board and Committee handbook would have to be updated to include designated responsibilities to each member. Ms. Malone added that it would be beneficial to practice emergency drills.

Mr. Hanson stated that anyone can reach out to the Town Manager's Office to request police presence if there is an immediate feeling of threat or a highly controversial topic.

The Board agreed that safety is a concern, but a second egress is not needed. A police detail can be requested when dealing with controversial topics.

Mr. Mortenson inquired if Mr. Hanson requested a police detail in his prior position. Mr. Hanson answered that he has several times and would usually discuss it with the Board.

The Board agreed to resume the discussion at a subsequent Select Board meeting.

Materials: Bedford SelectBoard MTG RM Stair_Bid_122124; Select Board 2nd Egress Memo

6. Historic District Committee Updates- Karen Brown, Chair

Ms. Brown was absent.

7. **Public Hearing-** Updates to Town Charter & Town Bylaw

Mr. Hanegan moved the Board to open a Public Hearing to discuss the potential updates to the Town Charter and Town Bylaw. Mr. Brosgol seconded. The motion passed 5-0-0.

Mr. Mortenson highlighted the Charter and Bylaw committee's and town moderator's work.

Mr. Hanegan inquired about why Article 5.2 was still present on the warrant. Mr. Hanson answered it was discussed at the prior Select Board meeting to pull it out at the Public Hearing.

Mr. Mortenson stated Article 23 was edited to reflect Housing and Economic Development Director Eric Salerno's changes.

Mr. Hanson stated Article 39.7 was a new addition. The Zoning Board came across an issue where numerous sections in the bylaws, zoning bylaws, and general bylaws needed a waiver regarding signs. A business requested a variance from the sign bylaw, but there wasn't anything in the bylaws on getting a waiver. The article adds language that the Board of Appeals may consider a waiver at their discretion.

Mr. Hanson spoke on Article 15. The Capital Expenditure Committee (CPC) shall review projects through the general fund opposed to also looking at CPC projects. This clarifies that the committee does not need to make recommendations on capital projects solely funded through an alternate source. The article doesn't preclude reviewing other projects but clarifies it does not have to be part of their official charge. Mr. Mortenson inquired if the 5-year capital plan had anything from the CPC or other non-general funds. Mr. Hanson answered no.

Mr. Mortenson read the new edits to Article 26. The Community Media Committee may provide assistance or facilitation but doesn't have the expertise or formal authority to investigate and resolve consumer problems related to cable television services.

Lucille Wilson, 50 Hancock St, inquired about Article 39.7. Mr. Hanson answered it was added to the section of the bylaw regarding sign bylaws and a new section regarding waivers. Ms. Wilson and Mr. Hason reviewed section 39.4 and concluded that Ms. Wilson would like more advice from Town Council regarding the article.

Alethea Yates, Historic Preservation Commission Chair, states that the Commission has seven seats, but decided to request a reduction to five. Ms. Yates stated that the number rose to seven due to the heavy workload years ago, but a seven-seat commission is no longer needed. Mr. Mortenson added the Commission has a difficult time meeting quorum and it should be copacetic to reduce the number of chairs. This change will be reflected in the proposed charter changes at a subsequent Public Hearing.

Mr. Mortenson stated that the Library of Trustees was removed from Article 5.1. In addition, Mr. Mortenson suggested extending the Public Hearing.

Mr. Hanegan moved the Board to continue the Public Hearing on September 29, 2025, at 7:00 PM. Ms. Malone seconded. The motion passed 5-0-0.

Materials: Charter & Bylaw Notice 2025.09.15

-
8. Vote to Open Special Town Meeting Warrant
 1. Review Draft Special Town Meeting Warrant

Matt Hanson, Town Manager, presented the Special Town Meeting Warrant draft to the Select Board.

Mr. Hanegan moved the Board to vote to open the Special Town Meeting Warrant. Ms. Malone seconded. The motion passed 5-0-0.

Materials: Draft Postcard STM '25 Mailing; Prelim Solar Options (CANOPY)

9. Discuss Potential Establishment of a Human Rights Committee

Matt Hanson, Town Manager, discussed the potential establishment of a Human Rights Committee, proposed by Mike Rosenberg, with the Board. Mr. Hanson reviewed some of the proposed edits, which have not been approved by the public or Board but were presented to create some dialogue regarding the potential establishment. The language regarding authority was softened. The previous section regarding the Commission being available when issues arose was modified to state that the commission would be available to offer support and guidance when issues related to equity and human rights arose. Mr. Hanson proposed that the Commission serve as a community resource and point of contact for issues of hate, bias, and discrimination. This would help facilitate community-based solutions and dialogue and work with town officials to address mistreatment and harassment concerns.

Mr. Hanson and the Board had a lengthy discussion regarding the committee's purpose and the nuances of the wording reflected in the *Human Rights Commission Draft Change*.

The Board decided Ms. Malone would correspond with neighboring towns on their Human Rights Committee's operations and report back to the Board at a subsequent Select Board meeting.

Materials: Human Rights Commissions Draft Change; Human Rights Commissions in Neighboring Communities

10. Consent

1. 20(b)s – Daniel Nathan
2. September 2, 2025, Meeting Minutes

Mr. Brosgol moved to approve the 20(b). Ms. Malone seconded. The motion passed 5-0-0.

Mr. Brosgol moved to approve the September 2, 2025, meeting minutes. Ms. Malone seconded. The motion passed 4-0-1.

Materials: Daniel Nathan; 9.2.25 Minutes

11. Town Manager's Report

Matt Hanson, Town Manager, presented the Town Manager's report.

Materials: 9.25.25 TM Report

12. Liaison Report

Bopha Malone- Ms. Malone had no new updates.

Paul Mortenson- Mr. Mortenson met with the Historic Preservation Commission, Council on Aging, the Finance Committee, and the Wilson Park Committee. In addition, Mr. Mortenson met with the Town Manager, Assistant Town Manager, Mike Sprague (Town Engineer), and Chief Fisher to discuss road safety in Bedford.

Dan Brosgol- Mr. Brosgol will attend a Metropolitan Area Planning Council (MAPC), Energy and Sustainability Committee, and Hansom Area Towns Committee (HATS) meeting. The Supplemental Draft Environmental Impact Report (SDEIR) will be reviewed at the end of the year.

Shawn Hanegan- Mr. Hanegan met with Depot Park Advisory Committee and Bedford Housing Partnership. Additionally, Mr. Hanegan will attend an Affordable Housing Trust meeting.

Terrence Parker- Mr. Parker, attended a Disability Commission and Library Trustees meeting. Mr. Parker will meet with the Cultural Council and Hansom Field Advisory Commission.

13. Executive Session

1. Executive Session- G.L. c. 30A, § 21, Exemption 3: To discuss strategy with respect to collective bargaining as an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares: IAFF Local 2310

Mr. Brosgol moved to enter **Executive Session**, not return to Regular Session. **Ms. Malone** seconded.

The Select Board members were polled individually: **Mr. Hanegan, aye; Mr. Brosgol, aye; Mr. Mortenson, aye; Ms. Malone, aye; Mr. Parker, aye**

The motion passed 5-0-0

Regular session adjourned at 9:15 PM.

Public Disclosure Required Under Chapter 268A Section 20(b)

9/11/2025

Date: _____

To Whom It May Concern:

Please be advised that, in accordance with Massachusetts General Laws, Chapter 268A, Section 20(b), I Angelina Shinas, who have the position of

(Print Name)

Kids' Club Site Coordinator, am publicly disclosing that I have

(Print first position held)

been offered a second employment position with the Town of Bedford as a(n)

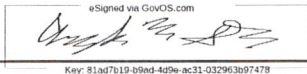
Therapeutic Recreation Aid

(Print second position requested)

This second employment position is contingent upon having received the Bedford Selectmen's vote of approval exempting me from the provision of said Section 20(b).

It is understood that the second position will be performed outside the normal hours of my regular (first) position with the Town, that the duties of the second position are not part of my duties in my first position, and that I will not work more than 500 (five hundred) hours per year in the second position.

Sincerely,


Key: 81ad7b19-09ed-4d9e-ac31-032963b97478

APPROVAL

Approval granted for an exemption under Chapter 268A, Section 20(b) granted this _____ day of _____, _____.

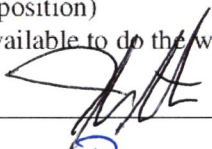
Select Board of Bedford

Certification of Department for Section 20(b) Exemption

This is to certify that the Recreation Dept has publicly advertised
(Department's Name)

for the position of Program Leader. I further certify that no
(print position)

present employee of this department is available to do the work required of this position.

Signed:  _____

Department: Recreation _____

Date: 9/11/2025 _____

Public Disclosure Required Under Chapter 268A Section 20(b)

Date: 08/27/2025

To Whom It May Concern:

Please be advised that, in accordance with Massachusetts General Laws, Chapter 268A, Section 20(b), I Ellen Lally, who have the position of

Program Aide (Print Name), am publicly disclosing that I have
Program Aide (Print first position held)

been offered a second employment position with the Town of Bedford as a(n)
Assistant Group Leader

Assistant Group Leader (Print second position requested)

This second employment position is contingent upon having received the Bedford Selectmen's vote of approval exempting me from the provision of said Section 20(b).

It is understood that the second position will be performed outside the normal hours of my regular (first) position with the Town, that the duties of the second position are not part of my duties in my first position, and that I will not work more than 500 (five hundred) hours per year in the second position.

Sincerely,  Ellen Lally

APPROVAL

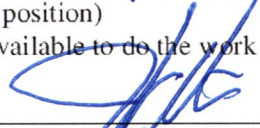
Approval granted for an exemption under Chapter 268A, Section 20(b) granted this _____ day of _____.

Select Board of Bedford

Certification of Department for Section 20(b) Exemption

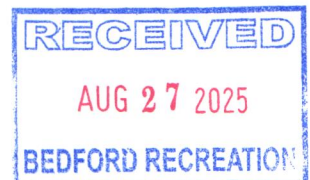
This is to certify that the Recreation Dept. has publicly advertised
(Department's Name)

for the position of SACC Asst. Group leader. I further certify that no
(print position)
present employee of this department is available to do the work required of this position.

Signed: 

Department: Recreation

Date: 9/2/25





TOWN MANAGER'S REPORT

Updates from Town Hall and throughout Bedford



Board and Committee Training Sessions Success

More than 100 members of Bedford's Board and Committees participated in training sessions earlier this month covering topics including the Open Meeting Law, meeting procedures, and inclusivity. The afternoon session was recorded by BedfordTV and is now available along with all materials on the [Board and Committee Resource](#) page on [bedfordma.gov](#)



IN THIS ISSUE:

DEPARTMENT UPDATES & OPERATIONAL STATUS REPORTS

COMMITTEE UPDATES & COMMUNITY EVENTS

EMPLOYEE UPDATES & AVAILABLE POSITIONS

VOLUNTEER OPPORTUNITIES

Matthew J. Hanson
Town Manager

DEPARTMENT UPDATES AND OPERATIONAL STATUS REPORTS

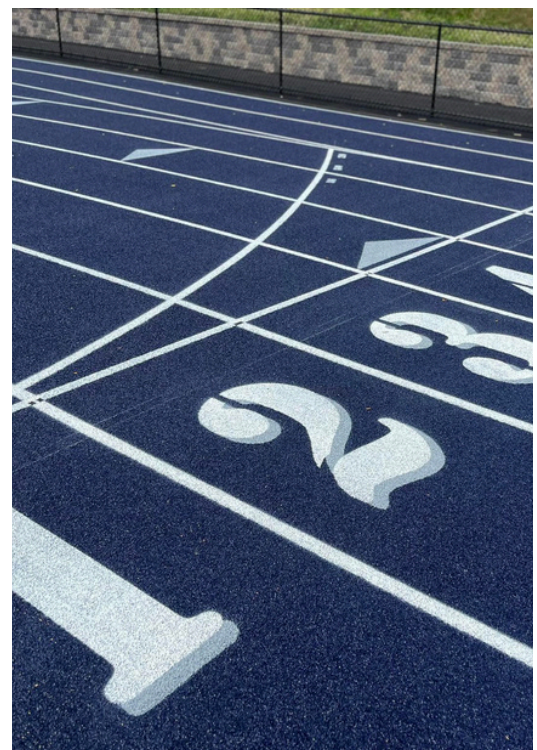


MBTA Advisory Board Visit

The Town Manager’s Office last week welcomed The MBTA Advisory Board’s Executive Director, Brian Kane, and Budget & Policy Analyst, Isabella MacKinnon. The group discussed how the Advisory Board advocates on behalf of municipalities, the MBTA’s fiscal outlook, and how Bedford residents benefit from the public transportation system.

Sabourin Field Complete

The rehabilitation of Sabourin Field, featuring a new turf field and track, is now complete. This project was a collaborative effort that was managed by the town’s fields partnership group, which includes Bedford Public Schools, Department of Public Works, Facilities, Recreation, and the Town Manager’s Office. The Town is excited to see residents enjoying the newly refurbished field and track and we look forward to continued collaboration with residents and other town departments on future projects. For more information on the project please visit: [Sabourin Field Renovation | Bedford, MA](#).



DEPARTMENT UPDATES AND OPERATIONAL STATUS REPORTS



Fire Station

Activity Continues at the site of the new fire station with continued work on the foundations. The main building, out-building, and training tower are beginning to take shape.

The Fire Station Building Committee continues to meet to discuss the on-going project and progress.

Affordable Housing

The Housing Partnership and Trust, in coordination with and support from the Regional Housing Services Office (RHSO), announced that it will be launching a 1-year, 1-time rental voucher program that utilizes Federal Home Consortium funds. The program's application and lottery will be available in October-November with recipients announced in December-January. The program will serve as a model for a regional program that enables the RHSO to use Home Consortium funds in all of the communities the organization serves.

Also, the 100 Plank Street affordable housing lottery has been announced. It is being coordinated by MCO Housing Services. Please contact MCO Housing Services at 978-456-8388 or email lotteryinfo@mcohousingservices.com if you have any questions about this lottery.



COMMITTEE UPDATES AND COMMUNITY EVENTS

Bedford Day 2025

Thank you to everyone who came out to celebrate Bedford Day 2025. From the 5K, to the parade, the fair, and the fireworks, the whole day was filled with community spirit and plenty of Bedford pride. A huge thank you to all of the volunteers, staff, participants, and community groups who made the day possible. Along with many other committees and community organizations, Town Departments and staff were well represented at the event.

Collector, Christine Wedge joined the Council on Aging (COA) table to promote the Tax Donation Program and COA Director Alison Cservenschi offered a popular 'grip test' that brought both young and older to the table.

Housing and Economic Development Director Eric Salerno was on hand to support the Cultural District's outreach. The Partnership put together an amazing booth to celebrate their previous events and promote upcoming ones. The Housing Partnership and Trust also incorporated an interactive quiz in their booth this year that asked visitors how well they really know housing demographics in Bedford.

The Bedford Health Department, in conjunction with Bedford's volunteer vaccinator team and CERT, hosted a successful flu vaccine clinic on Bedford Day – 155 residents ages 3 years and older were vaccinated and protected against the flu.

Bedford Youth & Family Services Department had a great time connecting with the community. The team shared helpful resources and information to families about the services and supports the Department offers.

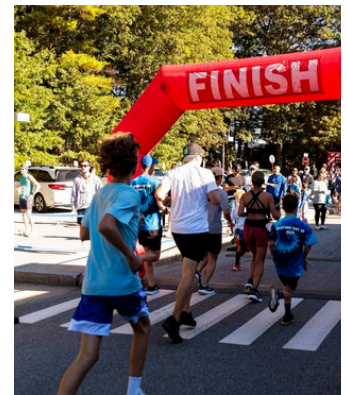
The Department of Public works led a paper goods drive for the Bedford Food Bank and offered information about volunteer opportunities.

Bedford Police and Fire lent their support throughout the day not only to supervise the parade but also to make sure the fireworks display was a safe and successful.

Finally, the day would not have been possible without the days, weeks, and months of work from the Recreation Department and Assistant Recreation Director Nikki Taylor in particular.



COMMITTEE UPDATES AND COMMUNITY EVENTS



COMMITTEE UPDATES AND COMMUNITY EVENTS



New Song Music Series

The Cultural District's New Song Music Series kicked off their second season with a concert by Sol y Canto on Saturday September 27. Known for concerts at the Kennedy Center, Boston's Symphony Hall, and venues around the world, Sol y Canto makes Latin music irresistible with their inventive arrangements. They featured recently on Chronicle in a piece which also mentioned the concert in Bedford

Cultural Event Updates

Trunk or Treat is scheduled for October 24 from 3pm-6pm at the Whole Foods Parking Lot

November Ukrainian Concert – The District Partnership is supporting a Ukrainian Concert scheduled for November 1 to be held in the Reed Room.

Flavors of Bedford is scheduled for November 12 from 6pm-9pm at the Courtyard Marriott Boston Billerica Bedford. Tickets can be purchased at flavorsofbedford.org.

Holiday Artisans Market – The vendor tables for the Holiday Artisans Market at have already sold out and we're looking forward to another great event with added music performances on December 6 at the First Parish Church.



EMPLOYEE UPDATES AND AVAILABLE POSITIONS



Welcome!

The following new hires recently joined the Town of Bedford team:

- Denise Salemme – Executive Assistant, Police
- Joan Ford – Administrative Assistance, Police

Police Entrance Exam

The Bedford Police Department will host an Entrance Exam for new officers on Saturday, October 4, 2025 at Bedford High School. This non-civil service role provides a direct path into law enforcement for eligible individuals. Applicants must meet the following minimum standards for eligibility:

- At least 21 years of age
- High school diploma or GED
- Valid Massachusetts driver's license
- Ability to obtain a Massachusetts Class A LTC
- POST/MPTC training and background standards

Register for the exam here: [Exam Registration Link](#) via hanrahanconsulting.us

Featured Jobs

- School Crossing Guard
- Group Leader/ Assistant Group Leader - Kids' Club
- Dispatcher
- Social Worker - Council on Aging

Learn more about employment with the Town of Bedford and available positions at www.bedfordma.gov/jobs!

VOLUNTEER OPPORTUNITIES

Interested in Volunteering?

Learn More and Apply Online at www.bedfordma.gov/vcc!

Board or Committee	Vacancies	Board or Committee	Vacancies
Bedford Housing Partnership	3	Historic Preservation Committee	2
Bicycle Advisory Committee	2	Municipal Affordable Housing Trust	2
Community Media Committee	1	Patriotic Holiday Committee	1
Cultural Council	1	Petitioner’s Advisory Committee	3
Disability Commission	1*	River Stewardship Council	1 (alt.)
Energy & Sustainability Committee	1	Taxation Aid Committee	1
Finance Committee	1	Trails Committee	1
Hanscom Area Towns Committee	1	Tricentennial Committee	1
Historic District Commission	1 (alt.)	Zoning Board of Appeals	1 (alt.)

Image Submissions

Have a photo you would like to share? Bedford is always looking for new photos to feature on our website, social media pages, and in reports and other documents. Interested residents should complete **this form** to submit an image for consideration. All submissions will be reviewed by the Town Manager's Office.



BedfordTV

Want to watch prior government, educational or public programming? Visit the Bedford Video on Demand & Live Streaming Services by clicking the image below:



DON'T WANT TO MISS THE TOWN MANAGER'S REPORT? SUBSCRIBE!
HAVE THE TOWN MANAGER'S REPORT SENT TO YOUR EMAIL
VISIT WWW.BEDFORDMA.GOV/LIST.ASPX FOR MORE INFORMATION

TOWN OF BEDFORD
 10 Mudge Way
 Bedford, MA 01730
 781-918-4000



SELECT BOARD
 Paul Mortenson, Chair
 Daniel Brosgol, Clerk
 Shawn Hanegan
 Bopha Malone
 Terrence Parker