

**Special Town Meeting
Annual Town Meeting**
Monday, June 11, 2012 at 7:00 PM
Douglas High School Auditorium

Finance Committee Budget Message for Fiscal Year 2013

The budget process for 2013 has been difficult for the Town of Douglas. While the prospect of fiscal uncertainty is not new, given the last few years, 2013 brings its own unique set of challenges as there are some significant increases in specific expense categories well beyond what has been incurred in previous years compounded by the loss of significant grant funding in the school department. In an environment where revenues are generally flat for the Town, with limited new growth anticipated and only the statutory 2.5% increase, the Town officials recognize that additional time will be needed to reach a balanced budget. There is a consensus among the Board of Selectmen and the other members of the Town's government that the financial portion of the Annual Town Meeting should be continued to mid June so that we may have more time for budgets to be analyzed and to address the competing demands that the limited fiscal resources provide. The Finance Committee therefore has deferred recommendations on most of the financial articles in the Annual Town Meeting. We will provide information on the updated Finance Committee recommendations in advance of the mid June meeting via the Town's website and will provide copies at the meeting. We appreciate the patience and support of the community and we certainly encourage your attendance and participation in the upcoming Town Meeting.

UPDATE as of May 22, 2012

After the May 7, Town Meeting, a series of meetings were held involving Town government officials and department heads to address the budget situation for the community. While there is consensus that the fiscal challenges are great, it has been encouraging that a spirit of cooperation and shared sacrifice has generally been the tone of the meetings. It is clear that the Town's limited financial resources are forcing all departments to do more with less and having to make difficult decisions. The budget that has been put forth is a balanced budget, but is not a budget that many will like. There will be staff impacts at the school and yet another year will pass with numerous capital and maintenance projects being deferred. In the wake of the FY 13 budget process, it has become clear that the year to year budget process needs to be supplemented with a multi-year approach so that the Town can assess how best to address the needs of the community with the limited financial resources available. The hope would be that over the course of the remaining calendar year that a newly formed Strategic Budget Committee working with Town government officials and department heads can develop plans and scenarios that can help the Town navigate the next few budget cycles and make the best decisions possible. I encourage all within the Community to be active in this process and share their perspectives and ideas. As always, we look forward to your participation at the continuation of Town meeting.

The FY 2013 Budget will be funded by the projected revenues below:

Revenue Source

Tax Levy -	\$10,921,448
Debt exclusions -	\$2,749,971
Local receipts -	\$1,280,293
State Aid -	\$9,112,513
MSBA Grant	\$515,934
Ambulance Receipts -	\$333,198
Free Cash -	\$414,840
P.O. Applied to Debt	\$29,585
Estimated overlay requirement	(\$100,000)
Transfer from Capital Projects	\$90,000
=====	
Total Available Revenue	\$25,347,782

The key revenue highlights for FY 13 are as follows: In terms of the tax levy, the 2 ½ percent change for this year equates to an increase of \$265,157, and when combined with the taxable new growth of \$50,000 results in \$315,157 of new revenues. Local receipts are projected to remain relatively flat, but this is also subject to change as much of these relate to automotive excise taxes. In terms of State Aid, Chapter 70 School Aid and Unrestricted Government Aid have increased 1.6%. The budget contemplates the use of \$414,840 of Free Cash.

In terms of expenses, the budget reflects a 1.5% cost of living adjustment for all non-union employees and the contractual increases as required by the various union contracts to which the Town is subject. The drivers of increased expenses for the Town beyond the aforementioned compensation increases are continued escalating costs of health and other insurance premiums for the Town well in excess of 2.5% and costs at the school department related to unfunded mandates or that may have been previously funded by grant monies that are no longer available.

The FY 13 budget is “razor thin” and provides little cushion for unexpected matters. Departmental budgets have been reduced for certain maintenance items in response to the budget constraints. We will need to continue to work as a community to respond to any unforeseen matters and continue to make the difficult choices required.

The updated finance committee recommendations on the Annual Town Meeting warrant articles for which action was deferred are as follows:

Article 1, 2 and 3 – Attached is the Finance Committee's recommendation for the FY 2013 budget along with funding sources and the embedded salaries and stipends of elected officials.

Article 4 (Transfer Station Enterprise Fund) – Recommend

Article 5 (FY 11 Water/Sewer Enterprise Fund) – Recommend

Article 6 (Personnel Bylaw Classification and Update) –Recommend

Article 8 (Capital Improvement Plan) – Recommend that the Town vote to approve the Capital Improvement Plan and to transfer \$75,000 from unexpended monies related to the High School

Construction account to fund the Primary School Bathroom Upgrade. It is our understanding that the Capital Improvement Committee is no longer seeking the funding of additional projects for FY 2013.

Article 9 (Martin Road Park-Land Lease) –Recommend

Article 12 (Personal Bylaw Amendment) –Recommend

The Finance Committee has continued to defer its recommendation on Article 10 (Water Protection Overlay District Zoning Map and Bylaw Amendment) and Article 19 (Street Acceptance: Smith Hill Way) pending the recommendation of the Planning Board.

With respect to the Special Town Meeting Warrant, there are three articles. Article 1 seeks to utilize monies received from the Massachusetts School Building Authority to retire certain bonds in connection with the High School Construction Project. The Finance Committee recommends this article. Article 2 seeks to utilize \$33,441 of unexpended monies from the High School Construction Account to purchase and install computer network infrastructure to make the facility wireless. The Finance Committee deferred recommendation on this pending the review and recommendation by the Capital Improvement Committee. Lastly, Article 3 seeks to transfer the remaining monies in the High School Construction Account (after the funding of Article 2 and the \$75,000 from Article 8 of the ATM) of \$51,032.34 to the Elementary School Construction Account. The Finance Committee recommends that at least \$51,032.34 be transferred subject to the outcome of Article 2.

We hope that citizens will become engaged to help the community navigate through this period and to this end, we certainly encourage your attendance and participation in the upcoming Town Meeting.

Todd Bari for the Douglas Finance Committee

Annual Town Meeting Warrant Articles

1. Finance Committee Report	11. Davis Street – Gleason Court Waterline Loop
2. FY13 Budget	12. Personnel Bylaw Amendment
3. Salaries of Elected Officials	13. Street Acceptance: Briarwood Circle
4. FY13 Transfer Station Enterprise Fund	14. Street Acceptance: Brookside Estates – Brookside Drive
5. FY13 Water/Sewer Enterprise Fund	15. Street Acceptance: Colonial Road
6. Personnel Bylaw Classification & Update	16. Street Acceptance: Shady Knoll Estates – Downs Road, Manzi Way, Essex Street, and Crescent Lane
7. Recurring Business	17. Street Acceptance: Spring Meadow Estates – Pond Street, Spring Street, and Towle Court
8. Adoption of Revised FY 13 – 17 Capital Improvement Plan	18. Street Acceptance: NatureView Estates – Crescent Lane
9. Martin Road Park – Land Lease	19. Street Acceptance: Smith Hill Way
10. Water Protection Overlay District Zoning Map and Bylaw Amendment	

Article 1. Finance Committee Report:

To see if the Town will vote to hear and act upon the report and recommendations of the Finance Committee as presented and printed in the Finance Committee's Annual Town Meeting recommendations, or to take any other action relative thereto.

Explanation: This will be part of a combination of Articles 1,2 and 3. It presents the Finance Committee's recommended FY 13 budget along with funding sources and the embedded salaries and stipends of elected officials.

Finance Committee: DEFER RECOMMENDATION UNTIL SUCH TIME AS MORE UPDATED FINANCIAL INFORMATION IS AVAILABLE

UPDATE: RECOMMEND

Article 2. FY13 Budget:

To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow such sums of money as are necessary to fund the annual operating budget of the Town for Fiscal Year 2013, or take any other action relative thereto.

Explanation: See Article 1 above.

Finance Committee: DEFER RECOMMENDATION UNTIL SUCH TIME AS MORE UPDATED FINANCIAL INFORMATION IS AVAILABLE

UPDATE: RECOMMEND – See attached Budget Recommendation

Article 3. Salaries of Elected Officials:

To see if the Town will vote to fix the salary and compensation of all elected officials of the Town as provided by Chapter 41 Section 108 of the Massachusetts General Laws, as amended, as follows:

Board of Assessors	\$2,900
Blackstone Valley Vocational School District Rep.	\$500
Moderator	\$250
Board of Selectmen	\$1,600
Clerk	\$62,742.16
Water/Sewer Commission	\$2,400

Or take any other action relative thereto.

Explanation: See Article 1 above.

Finance Committee: DEFER RECOMMENDATION UNTIL SUCH TIME AS MORE UPDATED FINANCIAL INFORMATION IS AVAILABLE

UPDATE: RECOMMEND

Article 4. FY13 Transfer Station Enterprise Fund:

To see if the Town will vote to raise and appropriate and/or transfer the sum of **\$270,713** from Transfer Station charges and fees to operate and maintain the Transfer Station.

Salaries/Wages	\$34,213
Expenses	\$236,500
Total	\$270,713

Or take any other action relative thereto.

Explanation: This approves funding sources and amounts for operating the Water & Sewer Enterprise for Fiscal Year 2013.

Finance Committee: DEFER RECOMMENDATION UNTIL SUCH TIME AS MORE UPDATED FINANCIAL INFORMATION IS AVAILABLE

UPDATE: RECOMMEND

Article 5. FY13 Water/Sewer Enterprise Fund:

To see if the Town will vote to raise and appropriate and/or transfer the sum of **\$876,137** from Water & Sewer charges and fees, and transfer the sum of **\$261,903** from the reserved for debt account for a total budget of **\$1,138,040** to operate and maintain the Water/Sewer Department.

Salaries/Wages	\$320,778
Expenses	\$545,359
Debt	\$261,903
Capital Outlay	\$10,000
Total	\$1,138,040

Or take any other action relative thereto.

Explanation: This approves funding sources and amounts for operating the Water & Sewer Enterprise for Fiscal Year 2013.

Finance Committee: DEFER RECOMMENDATION UNTIL SUCH TIME AS MORE UPDATED FINANCIAL INFORMATION IS AVAILABLE

UPDATE: RECOMMEND

Article 6. Personnel Bylaw Classification & Update:

To see if the Town will vote to approve the Personnel Classification and Compensation plans for Fiscal Year 2013 as submitted by the Personnel Board, and on file with the Town Clerk, or to take any other action relative thereto.

Explanation: This represents the proposed schedule for Fiscal Year 2013 as approved by the Personnel Board. It includes a 1.5% Cost of Living Adjustment for non-union employees covered by the Bylaw.

Finance Committee: DEFER RECOMMENDATION UNTIL SUCH TIME AS MORE UPDATED FINANCIAL INFORMATION IS AVAILABLE

UPDATE: RECOMMEND – See attached FY13 Compensation Plan

Article 7. Recurring Business:

A. Assessor's To Work Additional Hours: To see if the Town will vote to authorize the Board of Assessors to appoint one or more of their members to work for compensation, in accordance with the provisions of the Town's Personnel Bylaw, and to establish such compensation to be paid said member for Fiscal Year 2013 or take any other action related thereto.

B. Ambulance Receipts Reserved for Appropriation: To see if the Town will vote to reserve all receipts received by the Town from ambulance user charges, user billings, and ambulance donations and gifts to the Ambulance Receipts Reserved Account, or take any other action related thereto.

C. Simon Fairfield Public Library: To see if the Town will vote to require that all funds received in Fiscal Year 2013 from State Aid Grants for the Public Library be transferred to a Special Account for the Simon Fairfield Public Library, or take any other action related thereto.

D. State and Federal Grants: To see if the Town will vote to authorize the Board of Selectmen to apply for and accept State or Federal grants they deem beneficial to the Town, provided that the Board of Selectmen shall hold a public hearing prior to the Board's acceptance of any such grant, if said grant requires the Town to meet future conditions or requirements, or take any other action related thereto.

E. Separate Account Funds: To see if the Town will vote to continue the following account funds and to authorize the expenditure of funds from said fund for the below indicated purposes and not to exceed amount, or to take other actions related thereto:

#	Department	Receipts	Expenditures
1	Simon Fairfield Library pursuant to MGL Chapter 44, § 53E ½	All fines received during Fiscal Year 2013 by the Simon Fairfield Library	The Simon Fairfield Library Board of Trustees may expend a sum not to exceed Five Hundred dollars (\$500) for the purpose of purchasing books, films and other library supplies and materials.
2	Home Composting Program pursuant to MGL Chapter 44, § 53E ½	All receipts received in connection with the Home Composting Program	The Board of Health may expend a sum not to exceed two thousand five hundred dollars (\$2,500) for the purpose of operating the Home Composting Program.
3.	Planning Board & Engineering – MGL Chapter 44, §53E ½	Project fees received that are associated with staff review.	The funds may be expended without further appropriation by the Planning Board or Town Engineer for such consulting and project review costs. Expenditures from the fund may not exceed \$50,000.
4.	Conservation – MGL Chapter 44, §53E ½	Project fees received that are associated with staff review.	The funds may be expended without further appropriation by the Conservation Commission or their Conservation Agent for such consulting and project review costs. Expenditures from the Fund may not exceed \$50,000.
5.	Zoning Board of Appeals – MGL Chapter 44, §53E ½	Project fees received that are associated with staff review.	The funds may be expended without further appropriation by the Zoning Board of Appeals or Town Engineer for such consulting and project review costs. Expenditures from the fund may not exceed \$50,000.

F. Acceptance of Chapter 90: To see if the Town will vote to authorize to accept and enter into contracts for the expenditure of funds to be allotted by the State under authorization of Chapter 90 of the Massachusetts General Laws (as pertaining to Highway Funds), for the construction, reconstruction and improvement of Town roads, said funds may be borrowed in anticipation of State Revenue, and expended without further appropriation under the direction of the Highway Superintendent with the approval of the Board of Selectmen, or take any other action related thereto.

G. Compensating Balance Agreements: To see if the Town will vote to authorize the Treasurer to enter into a compensating balance agreement or agreements for Fiscal Year 2012 pursuant to MGL Chapter 44 § 53F, or take any other action related thereto.

H. Acceptance of Easements: To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, an easement or easements for the purpose of construction, installation, maintenance and repair of municipal drainage, sewer and water systems, and roadway, or take any other action relative thereto.

Explanation: This multi-part article relates to the Town business that must be voted and approved on an annual basis. Most clauses are self-explanatory. Section G allows the Treasurer to negotiate and offset bank charges with interest rates earned.

Finance Committee: RECOMMEND

UPDATE: THIS ACTION WAS COMPLETED AT THE MAY 7 TOWN MEETING

Article 8. Adoption of Revised FY 13 – 17 Capital Improvement Plan:

To see if the Town will vote to approve the Town of Douglas FY13 – 17 Capital Improvement Plan as submitted by the Capital Improvement Committee, and to raise and appropriate, transfer, or borrow the sum of **\$386,616** to fund the following Capital Projects, or take any other action relative thereto.

Primary School – Bathroom Upgrade	\$75,000
Highway Department Pickup Truck	\$33,000
Building Maintenance Pickup Truck	\$25,000
Financial Software	\$90,420
Highway Department Dump Truck	<u>\$163,616</u>
Total	\$386,616

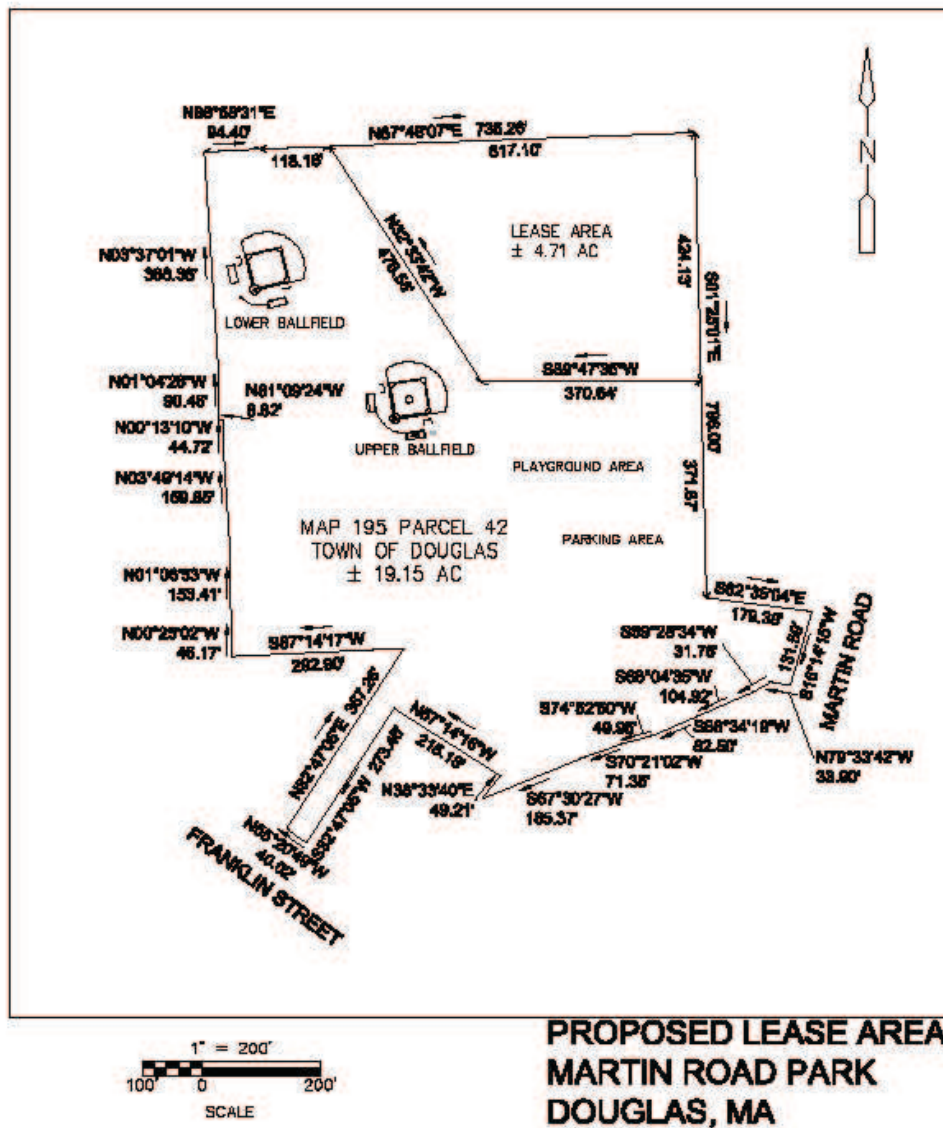
Explanation: This article outlines the Fiscal Year 2013 capital plan for the Town.

Finance Committee: DEFER RECOMMENDATION UNTIL SUCH TIME AS MORE UPDATED FINANCIAL INFORMATION IS AVAILABLE

UPDATE: RECOMMEND THE FUNDING OF THE PRIMARY SCHOOL BATHROOM UPGRADE.

Article 9. Martin Road Park – Land Lease

To see if the Town will vote to transfer custody of the below described land from the Recreation Commission to the Board of Selectmen for the purpose of recreation and lease, and to authorize the Board of Selectmen to lease such property on such terms as that board deems appropriate for a period of up to 10 years; or take any other action relative thereto.



Explanation: This article would authorize the Board of Selectmen to lease the Martin Road Park

Finance Committee: DEFER RECOMMENDATION PENDING THE REVIEW OF LEASE TERMS AND RELATED INFORMATION

UPDATE: RECOMMEND

Article 10. Water Protection Overlay District Zoning Map and Bylaw Amendment

To see if the Town will vote to delete the current Water Protection Overlay District Zoning Map and Bylaw and replace with the following:

SECTION 8.0 OVERLAY DISTRICTS

8.1 WATER RESOURCE PROTECTION OVERLAY DISTRICT (WRPOD)

8.1.1 Purpose

To promote and protect the health, safety and general welfare of the Community by preserving and protecting surface and groundwater resources of the Town. It is necessary to prevent contamination of these water supplies from any use of land or building which may reduce the quality and/or quantity of the water resources.

8.1.2 Definitions

Aquifer: Geological formation composed of rock, sand, and gravel that contains significant potable water to public or private wells.

Discharge: The accidental or intentional spilling, leaking, pumping, emitting, emptying, or dumping of toxic or hazardous materials onto or into the waters or lands.

Groundwater: The subsurface water present in aquifers and recharge areas.

Impervious Surface: Materials or structures on or above the ground that do not allow precipitation to infiltrate the underlying soil.

Maximum Groundwater Elevation: The height of the groundwater table when it is at its maximum level of elevation. This level is usually reached during the months of December through April and allowances should be made therefore at other times of the year.

Mining of Land: The removal of geologic materials such as topsoil, sand and gravel, metallic ores, or bedrock to be crushed or used as building stone.

Recharge Areas: The area encompassing land and water surfaces through which precipitation enters the groundwater supply, and from which groundwater flows naturally or is drawn by pumping into a water supply well. This area is usually, but not always, of porous, permeable geologic deposits.

Zone I Area: The protective radius required around a public water supply well or wellfield. For public water system wells with approved yields of 100,000 gpd or greater, the protective radius is 400 feet. Tubular wellfields require a 250-foot protective radius. For the purpose of this Bylaw, the Zone I area for the Vacuum Tubular Well Field on West Street (DEP Source ID #2077000-01G) is 250 feet, and the Zone I areas for the remaining three wells are 400 feet.

Zone II Area: The area of an aquifer that contributes water to a well under the most severe pumping and recharge conditions that can be realistically anticipated (180 days of pumping at approved yield, with no recharge from precipitation).

Toxic or hazardous materials: material including but not limited to, any material, in whatever form, which, because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious, or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment, when improperly stored, treated, transported, disposed of, used, or otherwise managed. Hazardous materials have been defined and designated under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, General Laws, Chapter 21H, as amended and regulations promulgated there under.

Waste: Including but not limited to the following:

Leachable Wastes: waste materials including solid wastes, sludge, pesticides, fertilizers, agricultural wastes capable of releasing water contaminants to the environment.

Mining Waste: Any water carried or liquid waste resulting from the development or recovery of natural resources.

Process Wastewater: All wastewaters disposed on site other than sanitary wastewater.

Industrial Wastes: Any water carried or liquid wastes resulting from any process in industry, manufacturing, trade or business.

Septic Waste: Wastewaters arising from ordinary domestic water use as from toilets, sinks and bathing facilities, etc. and containing such concentrations and types of pollutants as to be considered normal wastes.

Solid Waste: Any discarded solid material consisting of combustible and non-combustible solid material including but not limited to garbage or rubbish.

Toxic or Hazardous Wastes: Any substance or mixture of substances which because of quantity, concentration, or physical, chemical, or infectious characteristics pose a substantial actual or potential hazard to water supplies; to human health, safety, or welfare; to the environment when improperly treated, stored, transported, used, or disposed of, or otherwise managed. Hazardous wastes have been defined and designated under the Massachusetts Hazardous Waste Management Act, Massachusetts General Law (M.G.L.) Chapter 21C, as amended, and regulations promulgated there under.

Water Resource District: Regions that encompass Massachusetts Department of Environmental Protection (DEP)-approved Zone I and II areas; along with other areas deemed to be contributory to a potential future municipal wells as identified in the June 1986 report titled "Comprehensive Evaluation of Groundwater Resources Douglas, Massachusetts" prepared by Geologic Services Corporation and Identified on "plate 5", with the areas referenced therein amended by a further report issued by Fay Spofford & Thorndike, dated July 15, 2009.. The Water Resource District is outlined on the map entitled "Map of Water Resource District, Douglas Massachusetts" prepared by Cartographic Associates, Inc. and dated February 27, 2012 .

8.1.3 Authority

The Water Resource District as established by this Bylaw is an overlay district superimposed over other Zoning Districts. All uses, dimensional requirements and other provisions of the land in this district shall be subject to restrictions of this Bylaw in addition to those of the underlying districts. When the Water Resource District imposes greater or additional restrictions and/or requirements, such restrictions and/or requirements shall prevail. Any uses not permitted in underlying districts shall remain prohibited.

8.1.4 Zoning Administrator

The Board of Appeals is hereby authorized to appoint a Zoning Administrator, subject to confirmation by the Board of Selectmen to serve at the pleasure of the Board of Appeals pursuant to such qualifications as may be established by the Board of Selectmen.

8.1.5 Establishment

The Water Resource District, as defined herein, is herein established to include all specified lands within the Town of Douglas.

1. Where the bounds delineated are in doubt or in dispute, the burden of proof shall be upon the owner(s) of the land in question to show where they should be properly located. In any situation where the owner(s) of land in question doubt or dispute the delineation of a Water Resource District of any portion thereof the following procedure shall be followed:

Owner(s)/applicant shall file an application for a building permit with the Building Commissioner for the proposed use. If the Building Commissioner determines the proposed use is not permitted in the Water Resource District or that a Special Permit is required then the owner(s)/applicant may appeal the determination of the Building Commissioner directly to the Zoning Board of Appeals as provided in M.G.L. Chapter 40A, §§8 and 15, as amended.

8.1.6 Use Restrictions

Any uses permitted in portions of the Zoning Districts so overlaid shall be permitted subject to all provisions of the Water Resource District. All activities and uses within said Water Resource District shall be restricted to the following use provisions, provided that land uses within the Zone I of any public water supply well shall be further limited to those uses directly related to the public water system or will have no significant adverse impact on water quality. Use provisions are categorized as "A" - Permitted Uses, "B" Prohibited Uses, and "C" - Special Permit uses. A listing of use provisions within each category is as follows:

A. PERMITTED USES

These uses are permitted provided that all necessary permits, orders, and approvals required by Local, State, and Federal Laws are also obtained.

1. Conservation of soil, water, flora, and fauna.
2. Outdoor recreation such as boating, fishing, hunting where permitted, hiking, biking, horse riding and the like.
3. Farming, gardening, nursery, conservation, forestry, harvesting, and grazing uses provided that fertilizers, pesticides, herbicides, manure, and other leachable substances are not stored improperly so as to result in groundwater contamination.
4. Residential development density within the Water Resource District shall be no more than one (1) single family dwelling unit or duplex dwelling with on-site septic system per lot. Dimensional requirements in this instance shall conform to those established for septic system construction under Massachusetts Title IV requirements, as may be amended.
5. Single family or duplex dwelling lot size less than those under the RA Zoning District allowed by the Zoning Bylaws shall continue to be allowed within the Water Resource District only if such residential development is connected to municipal sewerage. Dimensional requirements for said lots shall conform to those allowed by the Bylaw.
6. Multi-family dwelling use shall be allowed only if such development is connected to municipal sewerage and water.

B. PROHIBITED USES

These uses are prohibited regardless of principal uses to which they may be related.

1. Discharge of toxic or hazardous materials and wastes upon the ground or into surface and/or groundwater within the Town of Douglas is prohibited.
2. The usage, manufacturing, processing, treating, storage or disposal of liquid or solid toxic and hazardous materials are prohibited except for storage of heating fuel for on-site use, and the storage of materials for public water supply treatment for on-site use, unless such storage is done in accordance with the storage requirements outlined in 310 CMR 22.21(2)(b)(5).
3. On-site disposal by any means of any waste materials other than domestic sewage wastes is prohibited.
4. Outdoor or underground storage of leachable wastes, hazardous or toxic materials, including but not limited to sludge, seepage, chemicals, fertilizers, pesticides, herbicides, manure, road salt, de-icing compounds, etc., except for:
 - a. Installation or enlargement of subsurface waste disposal systems for residential dwellings;
 - b. Normal agricultural operations provided that agriculture-related materials, including but not limited to commercial fertilizers and animal manures, are stored within a structure(s) designed to prevent the generation and escape of contaminated runoff or leachate; and
 - c. Business or industrial uses involving on-site disposal systems for personal hygiene and for food preparation for residents, patrons, and employees.
5. Trucking or bus terminals, motor vehicle gasoline sales, motor vehicle service and repair shops, auto body and paint shops, car washes, boat service, and repair.
6. Commercial wood preserving and/or furniture stripping.
7. Solid waste landfills, dumps, junk and salvage yards. Disposal of demolition materials, brush, and stumps is also prohibited except as authorized and regulated by the Douglas Board of Health.
8. Dry cleaning establishments, metal plating, chemical and bacteriological laboratories, or any use involving the manufacture, storage, use, treatment, transport, or disposal of toxic or hazardous wastes, except for the following:
 - a. Very small quantity generators, as defined by 310 CMR 30.00;
 - b. Household hazardous waste collection centers or events operated pursuant to 310 CMR 30.390;

- c. Waste oil retention facilities required by MGL Chapter 21, Section 52A; and
 - d. Treatment works approved by the Massachusetts Department of Environmental Protection designed in accordance with 314 CMR 5.00 for the treatment of contaminated ground or surface waters.
- 9. Commercial animal feedlots, unless said feed lots are equipped with best management practices to prevent the contamination of surface or groundwater by stormwater run-off.
- 10. Underground or above-ground storage and/or transmission of oil, gasoline or other liquid petroleum products, excluding liquified petroleum gasses and chemicals, except those uses incidental to:
 - a. Normal household use and outdoor maintenance or the heating of a structure;
 - b. Waste oil retention facilities required by MGL Chapter 21, Section 52A;
 - c. Emergency generators required by statute, rule or regulation; or
 - d. Treatment works approved by the Massachusetts Department of Environmental Protection designed in accordance with 314 CMR 5.00 for the treatment of contaminated ground or surface waters, provided that such storage listed in a-d of this subsection is either in a free standing container within a building or in a free standing container above-ground level with protection adequate to contain a spill the size of the container's total storage capacity; however, replacement of existing tanks or systems for the keeping, dispensing or storing of gasoline is allowed consistent with State and Local requirements.
- 11. Treatment or disposal works for non-sanitary wastewaters that are subject to 314 CMR 5.00, except the following:
 - a. The replacement or repair of an existing system(s) that will not result in a design capacity greater than the design capacity of the existing system(s); and
 - b. Treatment works approved by the Department designed for the treatment of contaminated ground or surface waters.
- 12. Stockpiling and/or disposal of snow or ice that contains sodium chloride, chemically-treated abrasives, or other chemicals used for snow or ice removal.
- 13. The removal of soil, loam, sand, gravel or any other mineral substances within four feet of the historical high groundwater table elevation (as determined from monitoring wells and historical water table fluctuation data compiled by the United States Geological Survey), unless the substances removed are redeposited within 45 days of removal on site to achieve a final grading greater than four feet above the historical high water mark, and except for excavations for the construction of building foundations or the installation of utility works, or wetland restoration work conducted in accordance with a valid Order of Condition issued pursuant to M.G.L. c. 131, § 40;
- 14. The rendering impervious of greater than fifteen percent (15%) or two thousand five hundred (2,500) square feet of any lot or parcel, whichever is greater, unless a system of storm water management and artificial recharge of precipitation is developed which is designed to prevent untreated discharges to wetland and surface water; preserve hydrologic conditions that closely resemble pre-development conditions; reduce or prevent flooding by managing peak discharges and volumes of runoff; minimize erosion and sedimentation; not result in significant degradation of groundwater; reduce suspended solids and other pollutants to improve water quality and provide increased protection of sensitive natural resources. These standards may be met using the following or similar best management practices:
 - a. For lots or parcels occupied, or proposed to be occupied, by single or two family residences recharge shall be attained through site design that incorporates natural drainage patterns and vegetation in order to reasonably maintain pre-construction stormwater patterns and water quality to the extent practicable. Stormwater runoff from rooftops, driveways and other impervious surfaces shall be routed over lawn areas via sheet flow for no less than eight feet before discharging to a wetland, surface water, or impervious surface that lead to a street drain system. Dry Well leaching pits can be used in lieu of eight feet of lawn for rooftop runoff. The site design must direct only the added impervious surface run off. No site design is needed, if the street drain system has water quality and recharge installed at the outfall.

b. For lots occupied, or proposed to be occupied by other uses, a Special Permit from the Planning Board to ensure that an adequate system of storm water management and artificial recharge of precipitation is developed.

C. SPECIAL PERMIT USES

Within the Water Resource Districts the following uses shall be allowed by Special Permit only.

1. Any use involving the retention of less than thirty percent (30%) of lot area in its natural state with no more than minor removal of existing trees and ground vegetation.
2. On-site wastewater disposal of more than fifteen thousand (15,000) gallons per day regardless of lot area.
3. Expansion of on-site wastewater disposal.
4. Removal of soil, loam, sand, gravel or other earthen materials and/or mining of land except for uses incidental to permitted uses including but not limited to installation or maintenance of structural foundations, utility conduits or on-site sewage disposal systems. Any such removal requiring a Special Permit shall leave not less than ten (10) feet of material from the maximum high groundwater elevation as determined on a site-by-site basis by a qualified hydrogeologist. The cost of such determination shall be the responsibility of the applicant.
5. Campgrounds, picnic areas and commercial recreation areas.

8.1.7 Drainage

All runoff from impervious surfaces shall be recharged on the site by being diverted toward areas covered with vegetation for surface infiltration to the maximum extent possible and practicable. Stormwater infiltration basins must be designed to handle a twenty-five (25) year storm. Dry wells shall be used only where other methods are infeasible, and shall be preceded by oil, grease and sediment traps to facilitate removal of contamination. Any and all retention areas and structures shall be permanently maintained in full working order by the owner.

8.1.8 Special Permit Granting Authority (SPGA)

The Special Permit Granting Authority shall be the Planning Board. A permit shall be granted if the SPGA determines that the intent of this regulation and its specific criteria are met.

8.1.9 Procedures for Issuance of Special Permits

1. This Special Permit procedure must precede the granting of any other required permit by the Town of Douglas.
2. Each application for a Special Permit shall be filed with the Town Clerk for transmittal to the Planning Board and shall be accompanied by nine (9) copies of the plan. The plan shall be prepared to scale by a professional architect, professional engineer, or registered land surveyor, and shall show among other things all property boundaries; all existing and proposed placement of buildings, structures, parking spaces, loading areas, driveway openings, driveways, service areas, and all facilities for surface and ground drainage and erosion controls; all landscape features denoting vegetated, nonvegetated, pervious and impervious areas and adequate information to clearly show existing and proposed topography. Such Special Permit shall be granted if the Planning Board determines that the intent of this Bylaw as well as its specific criteria are met. In making such determination, the Planning Board shall give consideration to the simplicity, reliability and feasibility of the control measures proposed and the degree of threat to water quality that would result if the control measures failed, and shall also give consideration to the recommendation of the Board of Health, Board of Selectmen, Building Inspector(s), Conservation Commission, Water Commissioners, and Highway Department.
3. All information necessary to demonstrate compliance with this Bylaw must be submitted, including but not limited to the following and such other information as may be required by the Special Permit Granting Authority:
 - a. A complete list of all chemicals, pesticides, fuels and other toxic or hazardous materials to be used or stored on the premises in quantities greater than those associated with normal household use, accompanied by a description of measures to protect from vandalism, corrosion and leakage, and to provide for control of spills.
 - b. A description of toxic and hazardous wastes to be generated, indicating storage and disposal method.
 - c. Evidence of application to the Massachusetts Department of Environmental Protection of any industrial waste treatment or disposal system, or any wastewater treatment system over 15,000 gallons per day capacity, accompanied by analysis by a Professional Engineer in Sanitary or Civil Engineering registered in the Commonwealth of Massachusetts certifying Compliance consistent with this Bylaw.

4. Upon receipt of the Special Permit application, the Town Clerk shall transmit one (1) copy each to the Board of Health, Board of Selectmen, Building Inspector, Conservation Commission, Water Commissioner, and Highway Department for their written recommendations. Failure to respond in writing to the Planning Board within thirty-five (35) days shall indicate approval by said Agency or Board. Further, the Planning Board shall forthwith upon receipt transmit copies of any such recommendations to the applicant prior to the Public Hearing.

5. After Notice and Public Hearing, which shall be held within sixty-five (65) days after the filing of an application, and after coordinating, clarifying, and weighing the comments and recommendations of the Agencies and Boards mentioned above, the Planning Board may within ninety (90) days of receipt of the application grant, by a two thirds (2/3) vote of its members, such a Special Permit provided that it finds that the proposed use:

- a. Is in harmony with the purpose and intent of this Bylaw and will not materially adversely affect the purpose of the Water Resource District;
- b. Will not, during construction or thereafter, have an adverse environmental impact on any aquifer or recharge area in the town;
- c. Is appropriate to natural topography, soils, and other characteristics of the site to be developed.

6. Failure of the SPGA to act within ninety (90) days shall be deemed as a granting of the Special Permit. In the granting of any Special Permit the Planning Board may attach such conditions as they deem reasonable and appropriate in maintaining and enforcing the purpose and intent of this Bylaw.

7. The Town Building Inspector shall certify in writing to the Planning Board that any and all Special Permit conditions and/or requirements of such a Special Permit have been fully complied with prior to the granting of an occupancy permit to the applicant and/or owner(s).

8.1.10 Nonconforming Uses

Nonconforming uses which are lawfully existing, begun or in receipt of a Building or Special Permit prior to first publication of Notice of Public Hearing for this Bylaw may be continued. Such nonconforming uses may be extended or altered, as specified in M.G.L. Chapter 40A, Section 6, as amended, and the Douglas Zoning Bylaws, provided that there is a finding that such change does not increase the danger of groundwater pollution from such use. Applicants shall follow procedures specified in Section 8.09 of this Bylaw.

8.1.11 Violation

Written notice of any violation shall be provided by the Building Inspector or its Agent(s) to the owner of the premises, specifying the nature of the violation(s) and a schedule of compliance, including cleanup of any spilled materials (which is reasonable in relation to the public health hazard involved). In no event shall more than thirty (30) days be allowed for either compliance or finalization of a plan for longer term compliance.

8.1.12 Enforcement

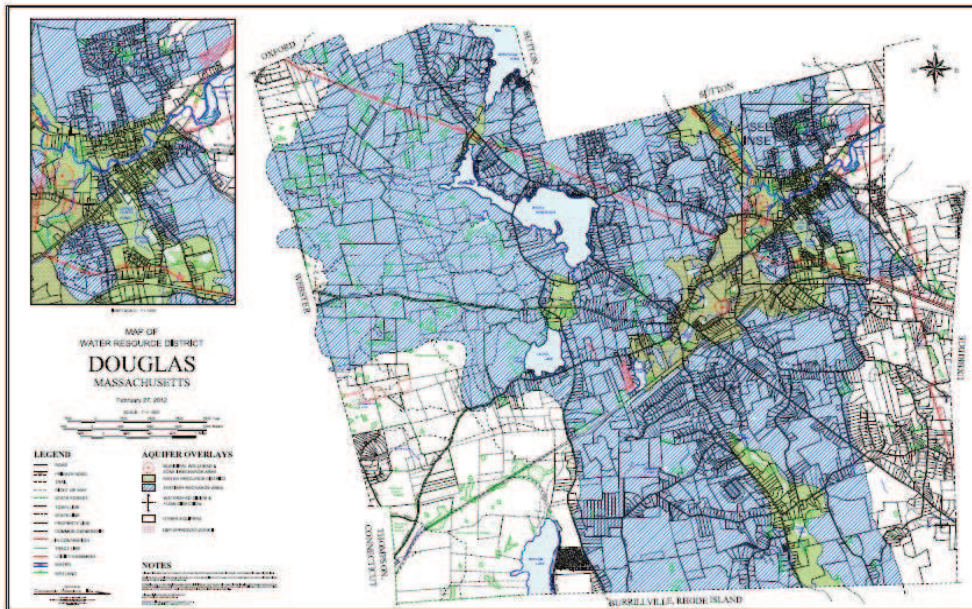
Evidence of non-compliance shall be reported to the Building Inspector in writing or its Agent(s) for enforcement action. The Building Inspector or its Agent(s) may enter upon the premises at any reasonable time to inspect for compliance with the provisions of this Bylaw. Evidence for compliance with approved waste treatment or disposal plans may be required by the Enforcing Agent. Upon refusal for admission to inspect premises, the Building Inspector or its Agent(s) may apply to the District Court for a search warrant based on probable cause to inspect said premises.

8.1.13 Penalty

Penalty for failure to comply with the provisions of this Bylaw shall be \$200 per day of violation.

8.1.14 Conflict with Other By-laws

This Bylaw shall not repeal, annul, or in any way impair or remove the necessity of compliance with any other Bylaw, Ordinance, Law or Regulation. Where this Bylaw and another impose differing standards for the promotion and protection of health, safety and welfare, the provisions of the more stringent Bylaw shall prevail.



Or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING THE FINALIZATION OF REVIEW BY THE PLANNING BOARD

Article 11. Davis Street – Gleason Court Waterline Loop

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds the sum of **\$107,000** for the preparation of final design plans and specifications, procurement costs, and construction of a waterline loop on the grounds of the Douglas Primary and Elementary Schools between the Davis Street waterline and Gleason Court waterline, said sum to be expended under the direction of the Board of Selectmen, or to take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING FURTHER INFORMATION FROM THE WATER SUPERINTENDENT AND THE FIRE DEPARTMENT.

UPDATE: THIS ACTION WAS RECOMMENDED AND COMPLETED AT THE MAY 7 TOWN MEETING

Article 12. Personnel Bylaw Amendment

To see if the Town will vote to delete the Personnel Bylaw in its entirety and replace it with the following:

DOUGLAS PERSONNEL BYLAW TABLE OF CONTENTS

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I. GENERAL PROVISIONS

A. PURPOSE

The provisions of this Personnel Bylaw (herein referred to as the Bylaw) shall be for the purpose of providing, creating and supervising personnel policies in the Town of Douglas, Massachusetts.

B. APPLICATION

The Bylaw shall apply to all employees, except those positions filled by popular election, those under contract, those covered by a collective bargaining agreement, and those under the direction and control of the School Committee. The Bylaw and Personnel Policies and Procedures may be used as a guide for authorized officials in determining the compensation of and personnel policies for the exempted employees listed above. The Bylaw shall go into effect no later than thirty (30) days from the date of its adoption.

C. BYLAW SUPERIORITY

This Bylaw supersedes any policies, directives or personnel procedures now in effect, unless otherwise provided or mandated by law.

D. SEVERABILITY

Should any portion, section or provision of this Bylaw be found invalid for any reason, that finding shall not affect the validity and force of any other section, portion or provision of this Bylaw.

II. CREATION OF THE PERSONNEL BOARD

A. There shall be an unpaid Personnel Board consisting of five (5) town residents to be appointed as follows:

Two (2) members by the Board of Selectmen

Two (2) members by the Finance Committee

One (1) member by the Town Clerk

All members of the Personnel Board should not be in conflict with any provisions of the Massachusetts Conflict of Interest Law M.G.L. 268A. All appointments will be for three (3) year terms. Any member may be reappointed. In the event of a vacancy on the Board, it shall be filled by the same appointing authority for the unexpired term.

B. In making these appointments, the appointing authority shall give consideration to the personal qualifications of those citizens who will best meet the responsibility of the Board to represent both Town employees and taxpayers. If possible, the make-up of the Board shall consist of people who are familiar with the principles and experienced in the methods and practices of labor relations and personnel administration.

C. Forthwith after its appointment, and annually, a majority of the Board shall meet and organize by electing a chairman, vice-chairman and secretary. A majority of the Board shall constitute a quorum for the transaction of business. A majority of the Board shall determine the action the Board must take on all matters which it is authorized or required to act upon under this Bylaw.

D. The Board shall be vested with all the powers and duties specified in the General Laws of the Commonwealth, Chapter 41, Section 108C.

- E.** The Board shall be vested with the authority to promulgate such rules and regulations as are necessary for the proper administration of this Bylaw and any classification and compensation plans adopted hereunder.
- F.** The Town Administrator shall be responsible for the administration of this Bylaw and any classification and compensation plans and such rules and regulations regarding such plans as may be promulgated by the Personnel Board. The Town Administrator or his/her designee shall maintain adequate personnel records of all employees occupying positions subject to this Bylaw and any classification and compensation plans. He or she shall furnish the Board with information and make recommendations as to initial classification, approval of reports, the settlement of grievances and any other actions relevant to this Bylaw.
- G.** The Personnel Board secretary shall keep proper and adequate records of said meetings and hearings.
- H.** The Personnel Board secretary shall record decisions of the Board and advise affected departments and employees in each instance. He or she shall work under the authority and direction of the Board in implementing and administering the provisions of this Bylaw.
- I.** The Board may adopt rules and regulations, consistent with the provisions of the Bylaw, for the conduct of any hearing before it.
- J.** The Board shall establish a classification and compensation plan and shall review it annually. The Board shall recommend action necessary to maintain said plan and/or policies fairly and equitably. Said recommendations may take the form of an article on the warrant for consideration by any annual or special town meeting, provided that such action is in conformance with the General Bylaws of the Town. Such recommendations shall be made available for use by all departments in preparing their annual budgets.
- K.** The Board shall maintain written job descriptions and specifications of the classes in the classification plan for the administration of this Bylaw.
- L.** The Board shall make an annual report in writing, which shall be included in the annual Town Report.
- M.** The Board in carrying out its duties under this Bylaw shall exercise the town policy of equal employment opportunity.
- N.** The Personnel Board has the authority to establish and amend the Personnel Policies and Procedures for the Town subject to final approval by the Board of Selectmen. The Personnel Board shall hold a public hearing prior to such amendments to the Personnel Policies and Procedures becoming effective.

III. COOPERATION OF PERSONNEL BOARD WITH OTHER COMMITTEES AND BOARDS

The Personnel Board, upon request, shall confer with the Board of Selectmen and Finance Committee, in regards to wages, salaries, hours and conditions of employment of town employees.

IV. DEFINITIONS

“Full-time employee,” an employee regularly scheduled to work a minimum of thirty (30) hours per week for fifty-two (52) weeks per year.

“Regular Part-time employee,” an employee regularly scheduled to work twenty (20) to twenty-nine (29) hours per week for fifty-two (52) weeks per year or a minimum of 1,040 hours.

“Limited Part-time employee,” an employee who works fewer than 20 regularly scheduled hours per week or fewer than 1,040 hours a year for fifty-two (52) weeks per year.

“Temporary, Fill-in, Seasonal or Per Diem employee,” an employee who works less than 1,040 hours per year and less than fifty-two (52) weeks per year.

All other definitions are listed in the Town of Douglas Personnel Policies and Procedures.

V. EMPLOYEE BENEFITS

A. VACATION

A vacation week is based on the number of days an employee normally works in a scheduled week.

For full-time employees and department heads, paid vacation and personal days are as follows:

Years of Service	Vacation Weeks	Personnel Days
1	1	3
2	2	3
5	3	3
10	4	3
15	5	3
20	6	3

For regular part-time employees, paid vacation and personnel days are as follows:

Years of Service	Vacation Weeks	Personnel Days
1	1	2
2	2	2
5	3	2
12	4	2

Employees wishing to use vacation time shall submit a request in writing to the department head at least two weeks in advance of the time to be used, unless the supervisor agrees to shorter notice. Department heads shall submit written requests to the appointing authority at least two weeks in advance of the time to be used, or as directed by the appointing authority.

B. HOLIDAYS

Full-time and regular part-time employees shall be entitled to the holidays as follows:

- New Year’s Day
- Martin Luther King Day

- Presidents Day
- Patriots Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- ½ day Christmas Eve + Christmas Day

If the holiday falls on Saturday, the holiday will be observed on Friday for employees who normally work on Friday. If it falls on Sunday, it will be observed on Monday for employees who normally work on Monday.

Holiday pay for full-time and regular part-time, non-exempt employees shall be paid for the hours normally scheduled for that day. Limited part-time, temporary, fill-in, per diem and seasonal employees shall not receive holiday pay.

Non-exempt full-time and regular part-time employees performing their official duties on a holiday and employees performing emergency work on a holiday shall be paid at the rate of one and one-half their basic hourly rate of compensation.

C. SICK DAYS

A full-time or regular part-time employee shall be granted non-occupational sick leave with full pay as follows:

- Employees will begin accruing sick leave from their date of hire. However, they will not be eligible to utilize such leave until completion of the probationary period.
- Subsequent accrual will be based on a fiscal year.
- Sick leave shall be credited monthly at a rate of 1.25 days (or hours equivalent to one and a quarter normal work days) per month after each month of employment and may be rolled over from fiscal year to fiscal year with a maximum of 120 days.
- Employees who are off the payroll for more than one day in the month shall not be credited with sick leave for that month, unless under the provisions of the Family Medical Leave Act (FMLA).
- Limited part-time, temporary, fill-in, per diem and seasonal employees shall not receive sick pay.

Additionally, any permanent full-time or regular part-time employee who has accrued a minimum of 8 sick days may join the Sick Leave Bank and must contribute a minimum of 3 days (or hours equivalent to 3 normal work days) during their initial enrollment year and at least one (1) sick day (or equivalent hours) per year thereafter. New employees are eligible to join after seven (7) months of employment if they have accrued eight (8) sick days. The total contribution of sick days is at the discretion of each employee. No contributed sick days shall be returned to the employee upon withdrawal from the Sick Leave Bank.

D. TUITION REIMBURSEMENT

Full-time employees who have worked for the Town for at least one year are eligible for reimbursement for tuition, registration fees, and books for work-related courses which serve to improve their knowledge and skills related to their positions with the Town. Reimbursement will be at an annual maximum of \$2,000.00.

Approval for the particular course must be requested prior to enrollment in order to be eligible for reimbursement and in order to qualify must have the recommendation of the department head and the approval of the Board of Selectmen. Approval is subject to sufficient municipal funds. Reimbursement shall be made subject to successful completion of the course or program. The Town shall require the employee to sign an agreement to remain in the Town's employment for a period of up to two years after completion of the course or else be willing to reimburse the Town for the funds.

To receive reimbursement a fully executed copy of the Educational Assistance Request Form contained in the Personnel Policies and Procedures along with proof of payment to the educational institution and an official transcript of the grade must be submitted.

E. BEREAVEMENT LEAVE

Every full-time and regular part-time employee shall be entitled to a maximum of five days (or hours equivalent to five (5) normal work days) absence without loss of pay shall be permitted in case of death of a member of his or her immediate family. Immediate family is defined as spouse or child. A maximum of three (3) days (or hours equivalent to three (3) normal work days) absence without loss of pay shall be permitted in the case of death of any other family member which would include parent, brother, sister, parent of spouse, grandparent, brother-in-law, sister-in-law, grandchild or a person living in the employee's household. Limited part-time, temporary, fill-in, per diem and seasonal employees are not eligible for bereavement leave.

VI. PERSONAL LEAVE

All fulltime employees are entitled to three (3) days of personal leave with pay each fiscal year to be earned and taken in the same manner as vacation benefits for the purpose of attending to personal business which unavoidably conflicts with the employee's work schedule or to observe religious holidays. All regular part-time employees are entitled to two (2) days (or hours equivalent to two normal work days) of personal leave with pay. Personal leave that is not utilized by June 30th of the year in which it is credited shall be forfeited.

Or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION UNTIL SUCH TIME AS MORE UPDATED FINANCIAL INFORMATION IS AVAILABLE

UPDATE: RECOMMEND

Article 13. Street Acceptance: Briarwood Circle

To see if the Town will vote to accept as a public way "Briarwood Circle" as heretofore laid out by the Board of Selectmen as shown on the plan entitled, "Street Acceptance Plan of Shady Knoll Estates II", Briarwood Circle in the Town of Douglas Massachusetts for the Douglas Board of Selectmen", dated March 7, 2012, prepared by Andrews Survey & Engineering, Inc., a copy of which is on file with the Town Clerk, and will further vote to authorize the Board of Selectmen to acquire, by gift, purchase or eminent domain, rights sufficient to use said Briarwood Circle for all purposes for which public ways are used in the Town of Douglas, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out such acquisitions, on such terms and conditions as the Board of Selectmen deems appropriate, or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING THE FINALIZATION OF REVIEW BY THE PLANNING BOARD

UPDATE: THIS ACTION WAS RECOMMENDED AND COMPLETED AT THE MAY 7 TOWN MEETING

Article 14. Street Acceptance: Brookside Estates – Brookside Drive

To see if the Town will vote to accept as a public way “Brookside Drive” as heretofore laid out by the Board of Selectmen as shown on the plan entitled, “Plan of Brookside Drive as altered and laid out for acceptance as a public street Douglas, Massachusetts (Worcester County)”, dated January 12, 2012, prepared by Spatial Data & Design, a copy of which is on file with the Town Clerk, and will further vote to authorize the Board of Selectmen to acquire, by gift, purchase or eminent domain, rights sufficient to use said Brookside Drive for all purposes for which public ways are used in the Town of Douglas, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out such acquisitions, on such terms and conditions as the Board of Selectmen deems appropriate, or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING THE FINALIZATION OF REVIEW BY THE PLANNING BOARD

UPDATE: THIS ACTION WAS RECOMMENDED AND COMPLETED AT THE MAY 7 TOWN MEETING

Article 15. Street Acceptance: Colonial Road

To see if the Town will vote to accept as a public way “Colonial Road” as heretofore laid out by the Board of Selectmen as shown on the plan entitled, “Plan of Colonial Road as altered and laid out for acceptance as a public street Douglas, Massachusetts (Worcester County)”, dated January 20, 2012, prepared by Spatial Data & Design, a copy of which is on file with the Town Clerk, and will further vote to authorize the Board of Selectmen to acquire, by gift, purchase or eminent domain, rights sufficient to use said Colonial Road for all purposes for which public ways are used in the Town of Douglas, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out such acquisitions, on such terms and conditions as the Board of Selectmen deems appropriate, or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING THE FINALIZATION OF REVIEW BY THE PLANNING BOARD

UPDATE: THIS ACTION WAS RECOMMENDED AND COMPLETED AT THE MAY 7 TOWN MEETING

Article 16. Street Acceptance: Shady Knoll Estates – Downs Road, Manzi Way, Essex Street, and Crescent Lane

To see if the Town will vote to accept as public ways “Downs Road”, “Manzi Way”, “Essex Street” and “Crescent Lane from Manzi Way to the start of NatureView Estates” as heretofore laid out by the Board of Selectmen as shown on the plan entitled “Plan of Downs Road, Manzi Way, Crescent Lane & Essex Street as altered and laid out for acceptance as a Public Street Douglas, Massachusetts (Worcester County)”, dated February 15, 2012, prepared by Spatial Data & Design, a copy of which is on file with the Town Clerk, and will further vote to authorize the Board of Selectmen to acquire, by gift, purchase or eminent domain, rights sufficient to use said Downs Road, Manzi Way, Essex Street and Crescent Lane from Manzi Way to the start of NatureView Estates for all purposes for which public ways are used in the Town of Douglas, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out such acquisitions, on such terms and conditions as the Board of Selectmen deems appropriate, or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING THE FINALIZATION OF REVIEW BY THE PLANNING BOARD

UPDATE: THIS ACTION WAS RECOMMENDED AND COMPLETED AT THE MAY 7 TOWN MEETING

Article 17. Street Acceptance: Spring Meadow Estates – Pond Street, Spring Street, and Towle Court

To see if the Town will vote to accept as public ways “Pond Street”, “Spring Street” and “Towle Court” as heretofore laid out by the Board of Selectmen as shown on the plan entitled, “Plan of Pond Street, Spring Street & Towle Court as altered and laid out for acceptance as a Public Street Douglas, Massachusetts (Worcester County)”, dated February 2, 2012”, prepared by Spatial Data & Design, a copy of which is on file with the Town Clerk, and will further vote to authorize the Board of Selectmen to acquire, by gift, purchase or eminent domain, rights sufficient to use said Pond Street, Spring Street and Towle Court for all purposes for which public ways are used in the Town of Douglas, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out such acquisitions, on such terms and conditions as the Board of Selectmen deems appropriate, or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING THE FINALIZATION OF REVIEW BY THE PLANNING BOARD

UPDATE: THIS ACTION WAS RECOMMENDED AND COMPLETED AT THE MAY 7 TOWN MEETING

Article 18. Street Acceptance: NatureView Estates – Crescent Lane

To see if the Town will vote to accept as a public way “Crescent Lane, from the start of NatureView Estates to the Cul-de-sac” as heretofore laid out by the Board of Selectmen as shown on the plan entitled, “Street Acceptance Layout Plan of Crescent Lane” in the Town of Douglas, Massachusetts By: The Board of Selectmen”, dated Jan.2, 2012, prepared by Guerriere & Halnon, a copy of which is on file with the Town Clerk, and will further vote to authorize the Board of Selectmen to acquire, by gift, purchase or eminent domain, rights sufficient to use said Crescent Lane for all purposes for which public ways are used in the Town of Douglas, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out such acquisitions, on such terms and conditions as the Board of Selectmen deems appropriate, or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING THE FINALIZATION OF REVIEW BY THE PLANNING BOARD

UPDATE: THIS ACTION WAS RECOMMENDED AND COMPLETED AT THE MAY 7 TOWN MEETING

Article 19. Street Acceptance: Smith Hill Way

To see if the Town will vote to accept as a public way “Smith Hill Way”, as heretofore laid out by the Board of Selectmen as shown on the plan of land entitled “Road Acceptance Plan for Smith Hill Way in Douglas, MA” dated March 1, 2012, a copy of which is on file with the Town Clerk, and will further vote to authorize the Board of Selectmen to acquire, by gift, purchase or eminent domain, rights sufficient to use said Smith Hill Way for all purposes for which public ways are used in the Town of Douglas, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out such acquisitions, on such terms and conditions as the Board of Selectmen deems appropriate, or take any other action related thereto.

Finance Committee: DEFER RECOMMENDATION PENDING THE FINALIZATION OF REVIEW BY THE PLANNING BOARD

SPECIAL TOWN MEETING WARRANT

Monday, June 11, 2012
High School Auditorium
7:00 PM

Worcester, SS

To any Constable of the Town of Douglas, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the inhabitants of the Town of Douglas who are qualified to vote in Elections and Town affairs to meet in the Douglas High School Auditorium, 33 Davis Street, in said Douglas, on **Monday, the Eleventh of June 2012, A.D.** for a Special Town Meeting commencing at 7:00 P.M.; for the following purposes:



-
- Article 1. Retirement of bonds in connection with the High School Construction Project
 - Article 2. High School Computer Network Infrastructure
 - Article 3. Transfer of School Construction Funds

Article 1. Retirement of bonds in connection with the High School Construction Project

To see if the Town will appropriate school construction grant funds received from the Massachusetts School Building Authority to retire prior to their stated dates of maturity a portion of the Town's school bonds originally issued in November 2002 and May 2004, respectively, in accordance with Chapter 44, Section 53B of the General Laws, or take any other action relative thereto.

Explanation: This article seeks to utilize monies received from the Massachusetts School Building Authority to retire certain bonds in connection with the High School Construction Project.

Finance Committee: **RECOMMEND**

Article 2. High School Computer Network Infrastructure

To see if the Town will vote to transfer the sum of \$33,441 from the School Construction Account (Article 1, STM 10-21-00, Article 5, STM 4-4-02, Article 4, STM 12-10-02) for the purpose of purchasing and installing High School Computer Network Infrastructure, or take any other action relative thereto.

Explanation: This article seeks to utilize \$33,441 of unexpended monies from the High School Construction Account to purchase and install computer network infrastructure to make the facility wireless.

Finance Committee: **Deferred recommendation on this pending the review and recommendation by the Capital Improvement Committee**

Article 3. Transfer of School Construction Funds

To see if the Town will vote to transfer the sum of \$51,032.34 from the School Construction Account (Article 1, STM 10-21-00, Article 5, STM 4-4-02, Article 4, STM 12-10-02) to the Elementary School Construction Account, or take any other action related thereto.

Explanation: This article seeks to transfer the remaining monies in the High School Construction Account (after the funding of Article 2 and the \$75,000 from Article 8 of the ATM) of \$51,032.34 to the Elementary School Construction Account.

Finance Committee: **Recommends that at least \$51,032.34 be transferred subject to the outcome of Article 2**

Town of Douglas
FY13 FINANCE COMMITTEE - BOS- TOWN ADMIN RECOMMENDED BUDGET

	FY11 Actual Revised Budget STM May 11	FY12 as revised at the STM 11/14/11	FY13 Finance Committee - BOS - Town Admin Recommended Budget
General Fund			

General Government

Selectmen			
Wages	153,239	158,545	164,400
Expenses	18,480	18,480	12,633
Subtotal:	171,719	177,025	177,033
Awards & Recognition	40	40	40
Town Hall Office Supplies	18,255	18,255	21,000
Town Reports	3,000	3,000	3,000
Town Counsel	65,000	70,000	70,000
Total Selectmen:	258,014	268,320	271,073
Finance Director/Accountant			
Wages	89,109	97,851	101,542
Expenses	1,050	2,000	1,900
Subtotal:	90,159	99,851	103,442
Audit	23,000	23,000	20,500
Finance Director/Accountant:	113,159	122,851	123,942
Assessors			
Wages	86,064	85,605	87,252
Expenses	39,089	36,100	33,618
Subtotal:	125,153	121,705	120,870
Revaluation	(3,580)		
Total Assessors:	121,573	121,705	120,870
Treasurer/Collector			
Wages	81,298	98,026	167,967
Expenses	23,964	33,084	49,520
Subtotal:	105,262	131,110	217,487
Tax Title	6,500	12,000	14,000
Total Treasurer/Collector:	111,762	143,110	231,487
Collector			
Wages	62,997	65,135	
Expenses	18,732	16,392	
Subtotal:	81,729	81,527	0
Tax Taking	6,000	6,000	6,000
Total Collector:	87,729	87,527	6,000

General Government

Finance Committee			
Wages	1,500	1,500	1,500
Expenses	4,000	4,000	4,000
Reserve Fund	50,000	50,000	50,000
Total Finance Committee:	55,500	55,500	55,500
Technology			
Wages	10,300	10,300	10,300
Expenses	38,150	38,150	37,850
Total Technology:	48,450	48,450	48,150

Town of Douglas
FY13 FINANCE COMMITTEE - BOS- TOWN ADMIN RECOMMENDED BUDGET

	FY11 Actual Revised Budget STM May 11	FY12 as revised at the STM 11/14/11	FY13 Finance Committee - BOS - Town Admin Recommended Budget
General Fund			
Town Clerk			
Wages	89,506	95,679	105,146
Expenses	14,000	15,500	16,500
Total Town Clerk:	<u>103,506</u>	<u>111,179</u>	<u>121,646</u>
Municipal Buildings			
Wages	53,281	55,297	58,680
Expenses	101,000	101,000	98,000
Total Municipal Building:	<u>154,281</u>	<u>156,297</u>	<u>156,680</u>
Permanent Building Committee			
Wages	750	1,500	1,610
Expenses	500	500	1,500
Total Permanent Building Comm:	<u>1,250</u>	<u>2,000</u>	<u>3,110</u>
Community Development			
Wages	202,368	201,538	205,169
Expenses	3,500	3,500	3,500
Subtotal:	<u>205,868</u>	<u>205,038</u>	<u>208,669</u>
Planning Board	2,910	2,910	2,910
Economic Development	2,000	2,000	1,000
Zoning Board - Wages	-	-	-
Zoning Board - Expenses	3,460	3,460	3,460
Subtotal:	<u>3,460</u>	<u>3,460</u>	<u>3,460</u>
Open Space	500	500	100
Conservation Commission	2,789	2,789	2,789
Total Comm Development:	<u>217,527</u>	<u>216,697</u>	<u>218,928</u>
Other General Government			
Moderator	250	250	250
Octoberfest	1,000	-	-
Housing Authority	500	500	100
Total Other General Government:	<u>1,750</u>	<u>750</u>	<u>350</u>
Total General Government:	<u>1,274,501</u>	<u>1,334,386</u>	<u>1,357,736</u>
Public Safety			
Police			
Wages	1,256,617	1,324,917	1,385,674
Expenses	142,511	146,615	148,518
Cruiser	51,000		
Total Police:	<u>1,450,128</u>	<u>1,471,532</u>	<u>1,534,192</u>
Fire			
Wages	184,580	174,569	178,092
Expenses	63,839	63,350	57,350
Total Fire:	<u>248,419</u>	<u>237,919</u>	<u>235,442</u>
Ambulance			
Wages	280,425	244,723	272,698
Expenses	60,500	60,500	60,500
Total Ambulance:	<u>340,925</u>	<u>305,223</u>	<u>333,198</u>
Building Dept			
Wages	115,095	117,413	119,282
Expenses	6,426	6,826	6,826
Total Building Dept:	<u>121,521</u>	<u>124,239</u>	<u>126,108</u>

Town of Douglas
FY13 FINANCE COMMITTEE - BOS- TOWN ADMIN RECOMMENDED BUDGET

	FY11 Actual Revised Budget STM May 11	FY12 as revised at the STM 11/14/11	FY13 Finance Committee - BOS - Town Admin Recommended Budget
General Fund			
Trees			
Wages	600	600	600
Expenses	4,500	4,500	4,500
Total Tree Dept:	5,100	5,100	5,100
Civil Defense			
Wages	325	325	325
Expenses	1,200	1,200	1,200
Total Civil Defense:	1,525	1,525	1,525
Sealer Weights & Measures			
Expenses	750	750	750
Total Sealer Weights & Measures:	750	750	750
Animal Control			
Expenses	24,900	24,900	24,900
Total Animal Control	24,900	24,900	24,900
Total Public Safety:	2,193,268	2,171,188	2,261,215
Public Works			
Cemetery			
Expenses	10,000	9,885	9,885
Total Cemetery:	10,000	9,885	9,885
Highway			
Wages	433,961	401,503	411,554
Expenses	26,012	26,012	26,012
Subtotal:	459,973	427,515	437,566
Maintenance	124,700	134,700	121,200
Special Sign Acct	2,900	2,900	1,400
Snow & Ice	297,000	85,000	85,000
Total Highway:	884,573	650,115	645,166
Public Works			
Other Public Works			
Monitor Landfill	1,235	1,235	1,235
Monitor Wells	10,450	10,450	9,950
Street lighting	39,500	41,550	41,550
Total Other Public Works:	51,185	53,235	52,735
Total Public Works:	945,758	713,235	707,786
Health & Human Services			
Board of Health			
Wages	46,818	47,328	48,627
Expenses	7,000	7,000	7,000
Subtotal Health:	53,818	54,328	55,627
Nurse			
Wages	14,270	14,484	14,701
Subtotal Nurse:	14,270	14,484	14,701
Animal Inspection			
Wages	2,800	2,842	2,885
Expenses	350	350	350
Subtotal Animal Inspection:	3,150	3,192	3,235
Total Board of Health:	71,238	72,004	73,563

Town of Douglas
FY13 FINANCE COMMITTEE - BOS- TOWN ADMIN RECOMMENDED BUDGET

	FY11 Actual Revised Budget STM May 11	FY12 as revised at the STM 11/14/11	FY13 Finance Committee - BOS - Town Admin Recommended Budget
General Fund			
Council on Aging			
Wages	76,289	76,263	78,765
Expenses	14,500	14,500	6,000
Total Council on Aging:	90,789	90,763	84,765
Veterans			
Expenses	10,015	10,015	10,015
Benefits	40,000	55,000	55,000
Total Veterans:	50,015	65,015	65,015
Total Health & Human Services:	212,042	227,782	223,343
Culture & Recreation			
Recreation			
Wages	1,284	-	-
Expenses	15,116	15,000	5,000
Total Recreation:	16,400	15,000	5,000
Library			
Wages	138,779	149,314	153,784
Expenses	49,633	50,397	48,397
Total Library:	188,412	199,711	202,181
Memorial Day	1,750	1,750	1,750
	1,750	1,750	1,750
Total Culture & Recreation	206,562	216,461	208,931
Education			
Douglas Schools			
Personnel & Expenses	10,874,264	11,080,200	11,503,678
Transportation/Fixed Assets	735,080	779,023	853,878
Total Douglas Schools:	11,609,344	11,859,223	12,357,556
Blackstone Valley Regional *			
Assessment	430,186	442,041	498,159
Debt Assessment	59,899	58,185	56,895
Representative Expense	500	500	500
Total Blackstone Valley:	490,585	500,726	555,554
Medicaid Reimbursement	5,000	5,000	5,000
Norfolk County Agricultural	69,491	163,552	125,346
Total Education:	12,174,420	12,528,501	13,043,456
Insurance/Employee Benefits *			
Ins - Prop, Liab & Work Comp	202,431	205,000	222,767
Unemployment	80,000	50,000	50,000
Ins - Health & Life	2,698,064	2,751,556	2,955,478
Ins - HRA	15,000	20,000	15,000
Retirement/Medicare	837,443	882,513	909,123
Total Employee Benefits	3,832,938	3,909,069	4,152,368

Town of Douglas
FY13 FINANCE COMMITTEE - BOS- TOWN ADMIN RECOMMENDED BUDGET

	FY11 Actual Revised Budget STM May 11	FY12 as revised at the STM 11/14/11	FY13 Finance Committee - BOS - Town Admin Recommended Budget
General Fund			
Debt Service *			
Total Debt Service	1,807,550	2,088,023	3,392,947
Total Capital Outlay	114,500		
Total Special Articles	50,000	322,000	
Transfer to Special Revenue Funds	26,000		
Transfer to Capital Projects	139,000		
Transfer to Stabilization	22,024.18		
Summary - Expenditures			
Total General Government:	1,274,501	1,334,386	1,357,736
Total Public Safety:	2,193,268	2,171,188	2,261,215
Total Public Works:	945,758	713,235	707,786
Total Health & Human Services:	212,042	227,782	223,343
Total Culture & Recreation	206,562	216,461	208,931
Total Education:	12,174,420	12,528,501	13,043,456
Total Employee Benefits	3,832,938	3,909,069	4,152,368
Total Debt Service	1,807,550	2,088,023	3,392,947
Total Capital Outlay	114,500	0	0
Total Special Articles	50,000	322,000	0
Total Transfers to Stabilization, Special Re	187,024	0	0
Total Budget Request	22,998,563	23,510,645	25,347,782

MANAGEMENT

MANAGEMENT Compensation Plan - FY13 Budget

Grade	Position	Grade	Position
M-1		M-3	Building Commissioner Director Senior Center Library Director Planning & Conservation Agent Treasurer/Collector
M-2	Assistant Tax Collector Municipal Facilities Maint Mgr. Principal Assessor	M-4	Fire Chief System Manager Water & Sewer Town Accountant
		M-5	Highway Superintendent Town Engineer

COLA Increase % 1.50%

	1	2	3	4	5	6	7	8	9	10
1	38,425.48	39,290.06	40,174.08	41,078.00	42,002.26	42,947.31	43,913.62	44,901.68	45,911.97	46,944.98
2	48,030.72	49,111.41	50,216.42	51,346.29	52,501.58	53,682.87	54,890.73	56,125.77	57,388.60	58,679.85
3	60,041.23	61,392.16	62,773.48	64,185.88	65,630.07	67,106.74	68,616.64	70,160.52	71,739.13	73,353.26
4	69,045.15	70,598.67	72,187.14	73,811.35	75,472.10	77,170.23	78,906.56	80,681.95	82,497.30	84,353.49
5	74,226.15	75,896.24	77,603.90	79,349.99	81,135.36	82,960.91	84,827.53	86,736.15	88,687.71	90,683.19

OFFICE ADMINISTRATIVE POSITIONS

OFFICE ADMINISTRATIVE Compensation Plan - FY13 Budget

Grade	Position	Grade	Position
OA-1	Library Assistant Meeting Minute Recorder	OA-3	Admin Assist Treasurer/Collector Asst. to the Town Accountant Asst. Treasurer
OA-2	Adm. Sec Water & Sewer Highway Clerk Circulation Librarian Principal Clerk -Fire, Building, Assessors	OA-4	Asst. Town Clerk Children's Librarian Adm. Sec/Comm Development Assessors' Admin Asst.
		OA-5	Adm. Asst. to Town Admin./BOS Adm. Supervisor/Bd Health

COLA Increase % 1.50%

Grade	1	2	3	4	5	6	7	8	9	10
1 Hourly	13.11	13.41	13.71	14.02	14.33	14.66	14.99	15.32	15.67	16.02
2 Hourly	15.75	16.11	16.47	16.84	17.22	17.61	18.00	18.41	18.82	19.25
3 Hourly	17.33	17.72	18.11	18.52	18.94	19.36	19.80	20.25	20.70	21.17
4 Hourly	19.91	20.36	20.82	21.29	21.77	22.26	22.76	23.27	23.79	24.33
5 Hourly	22.12	22.61	23.12	23.64	24.18	24.72	25.28	25.84	26.43	27.02

PUBLIC WORKS POSITIONS

PUBLIC WORKS Compensation Plan - FY13 Budget

Grade	Position	Grade	Position
PM-1	Truck Driver/Laborer	PM-3	
PM-2	Asst Water/Sewer Operator Highway Laborer Operator	PM-4	Group Leader
		PM-5	Water Operator Chief Operator Highway Mechanic

COLA % Increase 1.50%

	1	2	3	4	5	6	7	8	9	10
1 Hourly	\$16.78	\$17.16	\$17.54	\$17.94	\$18.34	\$18.75	\$19.17	\$19.61	\$20.05	\$20.50
2 Hourly	\$18.33	\$18.74	\$19.17	\$19.60	\$20.04	\$20.49	\$20.95	\$21.42	\$21.90	\$22.40
3 Hourly	\$19.23	\$19.67	\$20.11	\$20.56	\$21.02	\$21.50	\$21.98	\$22.48	\$22.98	\$23.50
4 Hourly	\$20.17	\$20.62	\$21.09	\$21.56	\$22.05	\$22.54	\$23.05	\$23.57	\$24.10	\$24.64
5 Hourly	\$22.27	\$22.77	\$23.28	\$23.81	\$24.34	\$24.89	\$25.45	\$26.02	\$26.61	\$27.21

Miscellaneous Positions

MISCELLANEOUS Compensation Plan - FY13 Budget

Grade	Position	Grade	Position
MS-0	Library Page Cable Recording Assistant	MS-3	
MS-1	Senior Center Clerk Transfer Station Employees	MS-4	Senior Outreach Coordinator
MS-2	Cable Access Coordinator		

COLA % Increase 1.50%

	1	2	3	4	5	6	7	8	9	10
0 Hourly	\$8.00	\$8.18	\$8.36	\$8.55	\$8.74	\$8.94	\$9.14	\$9.35	\$9.56	\$9.77
1 Hourly	\$13.11	\$13.41	\$13.71	\$14.02	\$14.33	\$14.66	\$14.99	\$15.32	\$15.67	\$16.02
2 Hourly	\$15.75	\$16.11	\$16.47	\$16.84	\$17.22	\$17.61	\$18.00	\$18.41	\$18.82	\$19.25
3 Hourly	\$17.33	\$17.72	\$18.11	\$18.52	\$18.94	\$19.36	\$19.80	\$20.25	\$20.70	\$21.17
4 Hourly	\$19.91	\$20.36	\$20.82	\$21.29	\$21.77	\$22.26	\$22.76	\$23.27	\$23.79	\$24.33

* All employees currently in the MS Compensation classification who are currently receiving an hourly wage higher than that presented above for their relevant grade and step, shall remain at their current hourly wage until such time that the compensation plan exceeds their current hourly wage.

Public Safety

Public Safety Compensation Plan - FY13 Budget

Grade	Position	Grade	Position
PS-1	vacant	PS-5	Assistant Fire Chief Deputy Fire Chief
PS-2	Basic Call Fire Fighter Lt. Fire Fighter Part-time Dispatcher*	PS-6	Part-time EMT (on call)
PS-3	Captain Fire Fighter Part-time Reserve Officer*	PS-7	Full-time 911 Trainer
		PS-8	
PS-4	Full-time Dispatcher	PS-9	Administrative/Secretary/Dispatcher

* Police part-time position have a one year probationary period.

COLA % Increase 1.50%

	1	2	3	4	5	6	7	8	9	10
1 Hourly										
2 Hourly	\$13.11	\$13.41	\$13.71	\$14.02	\$14.33	\$14.66	\$14.99	\$15.32	\$15.67	\$16.02
3 Hourly	\$15.75	\$16.11	\$16.47	\$16.84	\$17.22	\$17.61	\$18.00	\$18.41	\$18.82	\$19.25
4 Hourly	\$17.33	\$17.72	\$18.11	\$18.52	\$18.94	\$19.36	\$19.80	\$20.25	\$20.70	\$21.17
5 Hourly	\$18.18	\$18.59	\$19.01	\$19.43	\$19.87	\$20.32	\$20.78	\$21.24	\$21.72	\$22.21
6 Hourly	\$19.09	\$19.52	\$19.96	\$20.41	\$20.87	\$21.34	\$21.82	\$22.31	\$22.81	\$23.33
7 Hourly	\$20.06	\$20.51	\$20.97	\$21.44	\$21.92	\$22.42	\$22.92	\$23.44	\$23.96	\$24.50
8 Hourly	\$21.06	\$21.54	\$22.02	\$22.52	\$23.02	\$23.54	\$24.07	\$24.61	\$25.16	\$25.73
9 Hourly	\$22.13	\$22.62	\$23.13	\$23.65	\$24.19	\$24.73	\$25.29	\$25.86	\$26.44	\$27.03

* All employees currently in the Public Safety Compensation classification who are currently receiving an hourly wage higher than that presented above for their relevant grade and step, shall remain at their current hourly wage until such time that the compensation plan exceeds their current hourly wage.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as hereinafter set forth below (the "Effective Date"), is entered into by the DOUGLAS AXMEN SOCCER CLUB, a Massachusetts non-profit corporation, having a usual mailing address at P.O. Box 1364, Douglas, Massachusetts 01516 (hereinafter referred to as "Lessee") and the Town of Douglas, a Massachusetts municipal corporation, having a usual mailing address at 29 Depot Street, Douglas, Massachusetts 01516 (hereinafter referred to as the "Owner" or "Town").

BACKGROUND

The Town owns a parcel of land containing 19.15 acres, more or less, situated on the westerly line of Martin Road, identified by the Town of Douglas Assessor as Map 195, Lot 42 and shown on Exhibit A hereto and made a part hereof (collectively, the "Property"). Lessee desires to use approximately 85,000 square feet of the Property located at the site shown on Exhibit B hereto (collectively, the "Premises"), the address for which is 115 Martin Road, Douglas, MA, to construct, maintain and enjoy one full-size soccer field along with three practice areas (together hereinafter referred to as the "Field"). Owner desires to grant to Lessee the right to use a portion of the Property shown on Exhibit B in accordance with this Agreement.

The parties agree as follows:

1. ACCESS TO USE PREMISES.

(a) Beginning on the Effective Date and continuing until the Tenancy Commencement Date as defined below ("Construction Period") Lessee, their servants or agents, shall only be permitted to enter the Property for the limited purpose of constructing the Field as contemplated herein.

(b) Beginning on the Tenancy Commencement Date, Owner grants Lessee the nonexclusive right to use the Premises as is necessary for the maintenance and post construction access use of the Field, as described herein.

(c) During the construction of the Field the Owner shall provide the Lessee and its servants or agents reasonable access from Martin Road to the Premises upon an existing dirt road constructed and maintained by the Owner.

(d) Throughout the term of this Agreement following construction of the Field, the Owner shall maintain the access road and the existing parking lot in a good and safe condition, and shall provide the Lessee and its invitees the right of access to the Premises.

(e) At any time during the construction of the Field or following construction the Owner grants to the Lessee a right of way over the Property to bring water from Martin Road to the Field.

(f) If in the future and during the term of this Agreement the Owner develops and maintains an additional access way to the Property from Franklin Street, the Lessee shall inure to the benefit of using said way to access the Premises.

2. PERMITTED USE.

(a) The Lessee shall use the Premises for the installation, construction, and maintenance of the Field. Lessee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Premises. Lessee shall not modify, supplement, replace, upgrade, expand or relocate the Field within the Property at any time during the term of this Agreement except on express permission from Owner. Owner shall not unreasonably withhold such permission. Construction of the Field shall be performed in accordance with the plans and specifications approved by the Owner, which approval shall not be unreasonably withheld.

(b) During the term of this Agreement the Lessee shall (i) have the right to construct a storage shed on the Property in close proximity to the Field after prior approval by the Town of Douglas Parks and Recreation Commission ("Commission"); (ii) have the right to construct a fence around the Field or any portion thereof after prior approval by the Commission.

(c) Once construction of the Field is completed, Lessee shall be entitled to use the Field for recreational activities including, without limitation, soccer games and soccer practices and shall be entitled to grant others the right to use the Field for recreational activities, subject to the rules and regulations of the Commission.

3. RENT.

The Lessee shall not be required, directly or indirectly, (i) to pay rent to the Owner for the use of the Premises hereunder or (ii) to pay real estate taxes or payments in lieu of taxes to the Owner.

4. TERM.

The term of this Agreement shall be ten (10) years commencing on the first day of the month immediately following the completion of construction of the Field ("Tenancy Commencement Date") and terminating on the first day of the month in which the tenth annual anniversary of the Tenancy Commencement Date occurs. The Owner will advise the Lessee no later than twelve months prior to the expiration of the lease agreement, whether the Owner is interested in extending the term of this Agreement. If the Owner is interested in extending the term, the Owner and the Lessee will attempt to negotiate such an extension to be signed no later than six months prior to the expiration of the lease agreement, it being understood, however, that neither party will be bound to sign such an extension.

4. APPROVALS.

(a) Owner agrees that Lessee's ability to use the Premises is contingent upon the suitability of the Property for Lessee's Permitted Use and Lessee's ability to obtain and maintain all governmental agreements, permits, approvals, ("Governmental Approvals") including without limitation zoning variances, zoning ordinance amendments, special use permits, and construction permits, and other relief required or deemed necessary or appropriate by Lessee for its use of the Premises. Owner authorizes Lessee to prepare, execute and file all required applications to obtain Governmental Approvals for Lessee's Permitted Use under this Agreement and agrees to reasonably assist Lessee with such applications and with obtaining and maintaining the Governmental Approvals.

(b) Lessee may perform and obtain, at Lessee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations or Government Approvals.

5. OWNERSHIP OF THE FIELD.

Upon completion of its construction, the Field will become the property of the Owner.

6. TERMINATION.

This Agreement may be terminated prior to the end of the term, after notice delivered in accordance with Paragraph 16 as follows:

(a) by the Lessee in its discretion, effective immediately upon written notice to the Owner, if (i) for any reason whatsoever, the Lessee does not obtain any of the Government Approvals contemplated by Paragraph 4 hereof on or before June 1, 2012, (ii) if the Lessee determines, in its discretion following testing of the Property under Paragraph 4 (b), that construction of the Field is not economically practical or that the construction and use of the Field would be incompatible with the Lessee's engineering specifications and designs.

(b) by the Owner if the Lessee is adjudged bankrupt, or if the Lessee makes general assignment for the benefit of the Lessee's creditors, or if a receiver is appointed on account of the Lessee's insolvency; or

(c) by mutual consent of the parties.

6A. EFFECT OF TERMINATION

(a) Upon termination of this Agreement for any reason other than for those reasons set forth in Paragraph 6, following either party's default, the non-defaulting party shall be entitled to recover such damages from the defaulting party as may be available at law or in equity.

(b) Neither party will have any liability to the other, or otherwise be subject to any penalty, upon termination of this Agreement under Paragraph 6(a), (6b) or (6c).

7. INSURANCE.

(a) Lessee shall obtain and keep in force at its own expense so long as this Agreement remains in effect, an accident and health insurance policy for the athletic participant which policy has limits currently carried by Lessee and is issued by insurance companies and in form reasonably acceptable to Owner. Upon request Lessee shall provide Owner a certificate of such insurance. The policy shall provide insurance with respect to all Lessee activities on the Property and any activities undertaken by any assignee, sub-lessee or sub-tenant of Lessee, but will not insure activities by any other persons or organizations granted rights by the Owner to use the Field. Said policy shall name Town as an additional insured.

(i) Lessee shall require any and all assignees, sub-lessees or sub-tenants of Lessee to either (a) meet the insurance requirement articulated herein and obtain an insurance certificate that names the Lessee, in addition to the Town, as an additional insured or (b) obtain a waiver of this requirement from the Town of Douglas Board of Selectmen. The decision to grant such a waiver of this provision shall be at the sole discretion of the Town of Douglas Board of Selectmen, provided, however, that any waiver of liability and any indemnification given to the Town by such an assignee, sub-lessee or sub-tenant as a condition to its obtaining such waiver from the Town shall, by its terms, also inure to the benefit of the Lessee.

(b) Except as hereinafter set forth in Paragraph 7(c) hereof, during the construction, and/or maintenance of the Premises Field or otherwise, Lessee performs work on the Premises, then Lessee shall, at its own cost and expense, require its contractor to obtain and maintain throughout the applicable period of construction, and/or maintenance, with companies qualified to do business in Massachusetts, acceptable to Owner, for the benefit as additional insureds of Owner as their interests may appear, the following liability insurance policies:

- (i) Worker's Compensation Coverage in the amount acceptable to the Owner.
- (ii) Contractor's Comprehensive or Commercial General Liability Insurance for bodily injury and property damage in amounts acceptable to the Owner.

These insurance policies shall also be subject to the following requirements:

- (i) Wherever applicable, including, but not limited to Contractor's Comprehensive General Liability Insurance, all insurance coverage shall be on an "occurrence basis" and not a "claims-made basis."

(ii) Certificates of insurance acceptable to the Owner shall be addressed to and filed with the Owner prior to commencement of the work. Renewal certificates shall be filed with the Owner at least thirty (30) days prior to the expiration date of required policies.

(iii) No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Owner. The Owner shall also be notified of the attachment of any restrictive amendments, material changes or impairment to the policies.

(iv) All certificates of insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

(v) The Town of Douglas (including its officials, employees, agents and representatives) shall be named as an additional insured on all of the Contractor's insurance policies.

(vi) During construction Lessee shall require its contractor to furnish a performance bond and a labor and materials payment bond, each in the full amount contract to install the Field, and each with sureties satisfactory to the Town to (a) guarantee the faithful performance by the Contractor of all its obligations under the contract to install the Field and (b) constitute the security required by Massachusetts General Laws Chapter 149, Section 29 and Chapter 30, Section 39A, as amended, for payment by the Contractor or its subcontractors used or employed in connection with that Contract. The bonds shall be executed by a surety or sureties, acceptable to the Town.

(c) The requirements set forth in Paragraph 7(b) hereof are hereby waived if the work contemplated is performed by the Lessee's volunteers and/or employees of the Town of Douglas.

8. INDEMNIFICATION.

(a) Lessee agrees to indemnify, defend and hold Owner harmless from and against any and all injury, loss, damage or liability, costs or expenses incurred by the Owner arising directly from the installation of the Field or from the use of the Field during the term hereof by the Lessee or its invitees, except to the extent attributable in whole or in part to the negligent or intentional act or omission of the Owner, its employees, agents or independent contractors or other users of the Field under this Agreement.

(b) Owner agrees to indemnify, defend and hold Lessee harmless from and against all injury, loss, damage or liability, costs or expenses arising directly from Town's or Town licensee's activities on the Field or elsewhere on the Property, including without limitation repairs or maintenance of the Field, or breach of any provision of this Agreement, except to the

extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents, or independent contractors.

8A. LESSEE'S DEBT.

Any debt incurred by Lessee in connection with this Agreement and the construction and/or maintenance of the Field shall not constitute a pledge of the full faith and credit of the Town of Douglas and all documents related to any debt shall contain a statement that the holder of any such debt shall have no recourse against the Town of Douglas with an acknowledgment of said statement by the holder.

9. WARRANTIES

Lessee and Owner each represent and warrant that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

10. ENVIRONMENTAL.

(a) Owner represents and warrants that to the best of Owner's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Owner and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) To the extent permitted by law, Owner and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the indemnifying party thereon, unless the environmental conditions are caused by the other party. In addition, the Owner shall hold harmless and indemnify the Lessee for such losses and damages relating to the environmental condition of the Property as of the date of execution of this Agreement.

(c) The indemnifications of this Paragraph 10 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 10 Environmental will survive the expiration or termination of this Agreement.

(d) Lessee agrees that during its use and occupancy of the Premises it will not (i) permit Hazardous Materials to be present on or about the Premises except in a manner and quantity the Lessee deems necessary or advisable for the construction, maintenance, repair or post-access use of the Field, or (ii) release, discharge or dispose of any Hazardous Materials on, in, at, under, or emanating from, the Premises, except as permitted by law.

12. POST-CONSTRUCTION ACCESS.

(a) Lessee shall have the exclusive right to use the Field for a minimum of eighty (80) hours, including all day on each Saturday, during each of the "Peak Periods," which shall be deemed to be the months of April, May, June, September, October and November.

(b) The remaining hours of field use time shall be retained by the Owner for any use the Owner may desire, including, but not limited to, granting access to the Premises in accordance with current Commission's Policy.

(c) Owner and Lessee shall, each year prior to January 30th, agree on a proposed calendar for use of the Field by the Lessee during the upcoming Peak Period and again prior to June 30th for the upcoming second Peak Period.

13. MAINTENANCE.

Lessee and Owner shall share the responsibility of maintaining the Premises and in good condition, reasonable wear and tear and damage from the elements excepted. The Lessee shall not be required to provide operating costs for the Premises or to provide funds for maintenance or repairs. The Lessee's contribution to maintaining the Premises shall be by supplying volunteer laborers. Owner and Lessee shall, each year prior to January 30th, agree on a maintenance schedule.

14. SURRENDER AT END OF TERM.

The Lessee shall surrender possession of the Field to the Owner and shall remove all personal property of the Lessee thereon at the end of the term of this Agreement. The Lessee shall have no obligation to return the Field in the same condition as it was upon installation, it being understood that the Field will be returned "as is" to the Owner.

15. DEFAULT AND RIGHT TO CURE.

(a) Lessee's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice and an opportunity to cure from Owner specifying the failure will be deemed a default by Lessee. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided

that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee.

(b) Owner's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice and an opportunity to cure from Lessee specifying the failure will be deemed a default by Owner. No such failure, however, will be deemed to exist if Owner has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Owner.

16. NOTICES.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee: PRESIDENT
 P.O. BOX 1364
 DOUGLAS, MA 01516

If to Owner: TOWN OF DOUGLAS
 29 DEPOT STREET
 DOUGLAS, MA 01516

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

17. SEVERABILITY.

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

18. CONDEMNATION.

In the event Owner receives notification from any governmental body or authority of any condemnation proceedings affecting the Property, Owner will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Property unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds.

19. SALE OF PROPERTY.

If Owner, at any time during the Term of this Agreement, decides to sell or subdivide all or any part of the Property to a purchaser other than Lessee, Owner shall promptly notify Lessee in writing, and such sale or subdivision shall be subject to this Agreement and Lessee's rights hereunder, including without limitation, the right to use the Field, the right of access the Property, and the right to use the Parking Lot as herein provided.

19A. RECORDING.

The Owner shall, at the request of the Lessee, execute a notice of lease in statutory form setting forth the commencement date, the lease term and such other information as may be required by Massachusetts General Laws Chapter 183, Section 4 or any successor statute, and the Lessee shall be entitled to record such notice of lease with the Worcester District Registry of Deeds

20. SUBJECT TO APPROPRIATION.

Notwithstanding anything in this Agreement to the contrary, any and all payments that the Owner is required to make under this Agreement shall be subject to appropriation by the Town of Douglas.

21. GRANTS

The Owner shall, upon request of the Lessee, assist in the application for available grants to construct the Field and/or improve the infrastructure of the Property that would enhance the use of the Field.

22. MISCELLANEOUS.

(a) Assignment. Except as expressly provided herein, Lessee shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests under this Agreement without the written consent of the Owner. If the assignee, sublessee or transferee is a Douglas-based youth sports organization, such consent shall not be unreasonably withheld. Any assignment, subletting, or transfer by the Lessee in violation of this Paragraph shall be void and without force or effect.

(b) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Owner and an authorized agent of Lessee. No provision may be waived except in a writing signed by both parties.

(c) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof (ii) use of the term "including" will be interpreted to be "including but not limited to", (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference in this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name:

LESSEE

DOUGLAS AXMEN SOCCER CLUB

By: _____

Print Name:

Its: _____

Date: _____

WITNESSES:

Print Name:

OWNER

TOWN OF DOUGLAS

By: _____

Print Name:

Its: _____

Date: _____



Michael Guzinski <mguzinski@douglasma.org>

field rules and attachments to lease.

1 message

Joseph Gresian <jgresian@milfordpolice.org>

Tue, Jan 31, 2012 at 9:35 AM

To: mguzinski@douglasma.org

Mr. Guzinski,

Attached is a copy of our field rules that was established between the Parks Dept. and the soccer club. The other attachments are from Mr. Cundiff and the Town Hall records. I will make a hard copy of everything and drop it off for you. The "Lease Agreement" will follow in a separate e-mail.

4 attachments



DOU0165.tif
253K



DASC Field Rules v2.doc
40K



11749-313.pdf
43K



5505-292.pdf
143K

Douglas Axmen Soccer Club

Soccer Field Rules, Regulations and Restrictions

Please help us enforce these safety rules by informing others who are unaware of the rules. These rules are in place for the safety and comfort of all our participants and spectators and mandated by our insurance advisors. Thank you for your compliance.

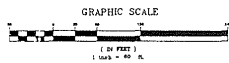
- During games, DASC will determine which side of the field the teams, coaches and parents will occupy.
- No dogs or other animals allowed on or around the playing fields.
- No bicycles, skateboards or scooters in the field areas, pathways or driveways.
- No unauthorized vehicles.
- No destruction or damage to any property.
- No profanity, vulgar language or fighting.
- No parking on main road and entrances into parking areas. Park is allowed in designated spaces only to allow for emergency vehicle access.
- No entry onto playing fields by persons not authorized. This includes cutting across and warming up on closed fields. In order to maintain the highest standard for play, fields must be given time to recover. This policy will be strictly enforced and your cooperation is appreciated.
- No fuel heaters.
- No tobacco products, alcohol or drugs allowed anywhere on the premises. This includes smoking.
- No unauthorized fireworks or other explosive devices.
- No fires of any kind.
- No weapons of any kind.
- No solicitation of any type.
- No Loitering. Police take notice and you will be asked to vacate the area.
- Fields will be occasionally closed for maintenance and at such times as weather dictates.
- All goals, corner flags and player benches are to remain on their designated field and should not be moved for any reason.
- NO LITTERING - Each team is responsible for policing their sidelines for trash and depositing in receptacles.

DASC Board of Directors reserves the right to amend these rules as necessary.

Failure to comply will result in actions that may include, but are not limited to, disciplinary hearings, ejection from fields and/or arrest.

PLAN BOOK 651 / PLAN 29

Worcester County District
Registry of Deeds
PLAN BOOK 710 PLAN 576
AND
Register



A.P. 30 LOT 08
N/F JOEL A. SMITH
BK 5868 PG 252

PLAN REFERENCE:

Worcester County District	PLAN
188	39
225	15
402	121
651	29
685	45
634	28

LEGEND

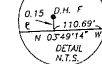
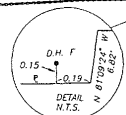
--- BOUND FOUND / SET
--- STAKE FOUND / SET
--- DRILL HOLE (DH) FOUND / SET
--- IRON PIPE (IP) FOUND / SET
N/F --- NOW OR FORMERLY
BK PG --- DEED BOOK & PAGE
A.P. --- TAX ASSESSOR'S PLAT
P. POLE --- POWER / UTILITY POLE
VAR. --- VARIABLE

A.P. 30 LOT 5
N/F RICHARD & BONNIE LEPAGE
BK 5051 PG 500
PLAN BK 258 PLAN 36

A.P. 30 LOT 52
N/F RONALD J. &
ANN-MARIE EBBELING
BK 17074 PG 284
PLAN BK 651 PLAN 29

A. P. 30 LOT 13
AREA
± 19.15 ACRES

DEED REFERENCE: BK. 11749 PG. 313



A.P. 30 LOT 57
N/F RONALD J. &
ANN-MARIE EBBELING
BK 17074 PG 284
PLAN BK 655 PLAN 45

THEODORE J. &
VIRGINIA CORMIER
BK 4438 PG 149
PLAN BK 402 PLAN 121
A.P. 30 LOT 19A
A.P. 30 LOT 19B
'SAME OWNER & PLAN'

FRANKLIN STREET
(PUBLIC - VAR. WIDTH)

THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS AND IN COMPLIANCE WITH THE RULES AND REGULATIONS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS. THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTER OF DEEDS AND IS NOT A CERTIFICATION OF THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Daniel J. Hurlburt, Jr.



PLAN OF LAND
IN
DOUGLAS, MASS.
SURVEYED FOR
TOWN OF DOUGLAS
DATE: OCTOBER 19, 1997
SCALE: 1" = 60'

BY
YERKA ENGINEERING ASSOCIATES
128 WEST HARTFORD AVENUE
WATERBURY, MASS.

REVISION: 11/11/97
JALUENT ENGINEERING
DATE: 11/11/97

165
7/10/56

No. 84277 T.L.

COMMONWEALTH OF MASSACHUSETTS
 LAND COURT
 DEPARTMENT OF THE TRIAL COURT

TO ALL WHOM IT MAY CONCERN:

TOWN OF DOUGLAS

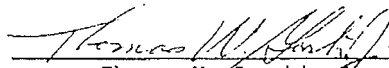
hereby give notice that, on the 11th day of October 1988
 filed in said Court a petition against Shearer, David W. and Alice, M.

to foreclose a tax lien acquired under a certain tax deed (or deeds) from the Collector of Taxes for the
 City (or Town) of Douglas, in the County of Worcester District Registry
 said Commonwealth, to me dated 9/11/85, and recorded with Worcester Deeds
 in Book 8955 Page 157 said deed (or deeds) covers a certain parcel of land
 situated in Douglas in the County of Worcester and said
 Commonwealth, which is described as follows:

A certain parcel of land, said to contain 21.18 acres,
 more or less, located on Franklin Street, Recorded
 with the Worcester District Registry of Deeds in Book 5505,
 Page 292.

Nov 15 11 26 AM '88

*Name all respondents as in petition.


 Thomas W. Gorski, Jr.
 Attorney for Petitioner

ATTEST: WORC., Anthony J. Vigliotti, Register

(Description and encumbrances, if any)

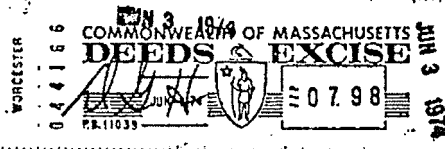
[illegible]

SUBJECT to any and all rights of way located on the above described premises, if any.

BEING the same premises described in a deed of Percy C. Guioi and Margaret T. Guioi to David G. Holloway and Beatrice P. Holloway, dated July 10, 1964, and recorded in the Worcester District Registry of Deeds, Book 4494, Page 155.

Witness OUR hands and seals this 30TH day of May 1974

David G. Holloway
Beatrice P. Holloway



The Commonwealth of Massachusetts

WORCESTER, ss.

May 30 1974

Then personally appeared the above named David G. Holloway and Beatrice P. Holloway

and acknowledged the foregoing instrument to be their free act and deed, before me

DON J. VINOSTA

Notary Public - Justice of the Peace

My commission expires Nov 15 1974

Recorded JUN 3 1974 at 11 h.31 m.A.M.