

Board of Selectmen
Municipal Center Resource Room / Remote Meeting
Tuesday, January 5, 2021

7:00 pm

- Call to Order by Roll Call
- Pledge of Allegiance
- Chairman's Announcements
 - ~ Announce Officer Michael Bren's Promotion to Sergeant
 - ~ Announce 2020 Volunteer Milestones

1. Review & Sign HCA – Flying Goose/Dark Stream – Cultivation (Davis Street), Manufacturing (Davis Street), and Retail (Webster Street)
Possible Vote(s)
2. Appointment – ZBA Alternate Ronald Forget to Full Member – Possible Vote(s)
3. FY 2021 Tellstone & Son, Inc. MOA – Possible Vote(s)
4. Approve New Class II License Application for G&L, LLC – Possible Vote(s)
5. Ratify Economic Development Coordinator Job Description
 - Possible Vote(s)
6. Approve Various Late License Renewals – Possible Vote(s)
7. Approve Minutes – Possible Vote(s)
8. Administrators Report & COVID – 19 Update
9. Open Session for Topics Not Reasonably Anticipated 48 Hours in Advance of the Meeting
10. Executive Session – Collective Bargaining/Contract Negotiations
11. Adjournment

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Dial in Number, +1 855-378-8822 US (Toll Free), Space ID: 366-242-115, Password: 123456

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Note: Times are estimates unless denoted as a Hearing.

The Town of Douglas is an equal opportunity provider, and employer.

Board of Selectmen
Remote Meeting Minutes
January 5, 2021

• Call to Order

Chairman Kevin Morse called the meeting to order at 7:00 pm in the Municipal Center Resource Room. Due to the Covid-19 Pandemic, CDC guidelines were followed, and participants were invited to join the meeting remotely. In attendance: Timothy Bonin, David Cortese, Harold Davis (remotely at 7:12 pm), Michael Hughes, and TA Matthew Wojcik.

• Chairman's Announcements:

~ **Announce Officer Michael Bren's Promotion to Sergeant (00:37):**

In the packet is a letter from Police Chief Miglionico, dated December 28, 202, re: Officer Michael Bren Promotion.

• Mr. Morse announced the promotion of Officer Bren to the position of Sergeant. He and the Board commend Sgt. Bren on his accomplishment.

~ **Announce 2020 Volunteer Milestones (01:30):**

In the packet is a memo from Suzanne Kane, dated December 28, 2020, re: Announce 2020 Volunteer Milestones, 2020 Volunteer Milestones, and a copy of the achievement cover letter.

• Due to COVID, the Town could not hold the annual "Potluck Dinner" to recognize volunteer's milestone service. Mr. Morse read the list included in the packet. Mr. Morse also recognized Pamela Holmes who recently resigned from ZBA.

1. Review & Sign HCA – Flying Goose/Dark Stream – Cultivation (Davis Street), Manufacturing (Davis Street), and Retail (Webster Street (04:47) :

In the packet is a copy of the HCA between the Town of Douglas and Flying Goose LLC, and the HCA between the Town of Douglas and Dark Stream.

• This item was carried over from the December 15, 2020 meeting to allow for the boards review. **Mr. Bonin made a motion to approve the HCA's as presented. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Michael Hughes – aye, and Kevin Morse – aye.**

2. Appointment – ZBA Alternate Ronald Forget to Full Member (06:25):

In the packet is an email from Dan Heney, ZBA Chair, dated December 10, 2020, subject: ZBA.

• With the resignation of Pamela Holmes, the Zoning Board of Appeals is requesting the Selectmen appoint Alternate member Ronald Forget as a Full member. **Mr. Bonin made a motion to appoint Ronald Forget as a Full member of the Zoning Board of Appeals for a term ending June 30, 2024. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Michael Hughes – aye, and Kevin Morse – aye.**

3. FY 2021 Tellstone & Son, Inc. MOA (07:27):

In the packet is a copy of the Memorandum of Agreement between the Douglas Public Schools and Tellstone & Son, Inc.

- At their December 15, 2020 meeting, the Board voted to send the agreement back to the School Committee to have the language altered further. TA Wojcik reported all edits suggested by the BOS have been included, and he is ok with the document. **Mr. Hughes made a motion to approve the Memorandum of Agreement between the Douglas Public Schools and Tellstone & Son, Inc. as presented. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Michael Hughes – aye, and Kevin Morse – aye.**

4. Approve New Class II License Application for G & L, LLC (12:31):

In the packet is a memo from Suzanne Kane, dated December 31, 2020, re: Class II License – G & L, LLC, G & L, LLC's application packet, and suggested Class II License Conditions for G & L, LLC.

- Mr. Morse reported the enclosed license application is a new wholesaler's license. **Mr. Hughes made a motion to approve the license for G & L, LLC, with the conditions enclosed in the packet. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

5. Ratify Economic Development Coordinator Job Description (13:38):

In the packet is a copy of the Economic Development Coordinator's Job Description:

- TA Wojcik reported he will be adding the word "Project" before "Coordinator" throughout the document. This position is being created by Town Meeting vote. The purpose of the Economic Development Project Coordinator is to coordinate/facilitate the "Brand" of the town in its interactions with commercial and industrial projects. The Project Coordinator will help businesses navigate through the town's processes. He stated the town has done Tech Review for a while now and this position can improve the process. Discussion ensued including the position being funded at a part-time level, subject to future change. There was concern that the education and experience requirements could be narrowing the search results. TA Wojcik feels it is important to have someone who has private sector experience who can empathize with the developers. The position will be posted for 10 days and then advertised. **Mr. Bonin made a motion to ratify the job description for the Economic Development Project Coordinator. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

6. Approve Various Late License Renewals (24:46):

In the packet is a memo from Suzanne Kane, dated December 31, 2020, re: Common Vic License Renewal – Harry's Pizza, the check list and application for Harry's Pizza.

- Mr. Morse reported the application for Harry's Pizza is complete except for the fire inspection report. Suzanne Kane will hold the license until it is received.

Mr. Hughes made a motion to approve the Common Victular's License renewal for Harry's Pizza contingent upon receiving the Fire Inspection Report. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

7. Approve Minutes (25:55):

In the packet are the December 15, 2020 Regular Session minutes, and the December 15, 2020 Executive Session minutes.

- **Mr. Hughes made a motion to approve the regular session minutes of December 15, 2020 as presented. Mr. Cortese seconded the motion. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

Mr. Hughes made a motion to approve and retain the executive session minutes of December 15, 2020. Mr. Cortese seconded the motion. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

8. Administrator's Report & COVID – 19 Update (27:05):

- TA Wojcik reported there are currently 19 active/isolation cases in town. He stated that is down from the high of 32 cases. He stated the State as a whole has a high positive rate and we will likely see significant caseloads in 2 weeks to a month. TA Wojcik reported the town has started a testing program for first responders paid by the CARES Act. Testing is done after the end of shift and will continue for 10 weeks, at which time the vaccine will hopefully be available. If not, they will continue the testing program. TA Wojcik stated the town will not follow CDC guidelines by asking first responders who are positive and asymptomatic to report to work; instead they will stay home. He stated asymptomatic individuals are responsible for 50% of the spread.
- TA Wojcik reported Flying Goose has closed on the land and their check has been turned into the Treasurer.
- Patrice Rousseau provide Holiday meals for the seniors. She polled them to see if they feel they need the Outreach Food Program again. Because we are in a different place since last spring, no one signed up, but it could change and Ms. Rousseau will be ready.
- TA Wojcik reported the budget process is on its way. He is currently working in the personnel supplement. He stated there has been a lot of public safety turnover. He stated he will discuss with the BOS and FinCom alternate ways to

provide services in the Town Hall, including outsourcing. He stated he will be able to do this without affecting anyone's employment status due to retirements.

- TA Wojcik reported expenses include added personnel. He stated that future development and the revenue they will generate justify those positions.
- TA Wojcik reported work on the Capital Plan is starting. He said a discussion is needed on the overall financial direction for the town. He stated he will be looking at a capital exclusions for the highway building (5-10 years out). He stated the town cannot budget cannabis revenue for future spending. He stated he plans to present a "robust" capital budget without borrowing.

9. Open Session for Topics Not Reasonable Anticipated 48 Hours in Advance of the Meeting (38:46):

- There were no topics.

10. Executive Session – Collective Bargaining/Contract Negotiations (39:34):

- Mr. Bonin made a motion at 7:39 pm to go into Executive Session for the purpose of collective bargaining/contract negotiations, and to return to Regular Session for the purpose of adjournment. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye. The meeting was moved to the Selectmen's Office and reconvened at 7:49 pm.

Mr. Hughes made a motion at 8:23 pm to return to regular session for the purpose of adjournment. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

11. Adjournment (39:34):

Mr. Hughes made a motion to adjourn at 8:23 pm. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

Respectfully submitted,

Suzanne Kane
Administrative Assistant



Douglas Police Department



Chief
Nick L Miglionico

29 Depot Street
Douglas, Mass. 01516
Phone: 508-476-3333
Fax: 508-476-3210

Lieutenant
Travis T. Gould

To: Town Administrator Matthew Wojcik
From: Chief Nick L. Miglionico
Re: Officer Michael Bren Promotion
Date: December 28, 2020

I am happy to inform you that Officer Michael Bren will be promoted to the rank of Sergeant effective Thursday December 31, 2020. Officer Bren started with our department as a part time dispatcher in March of 2013 and became a full-time police officer with us in January of 2014. He holds a bachelor's degree in criminal justice from Westfield State College and has been the recipient of numerous awards over the past five years for his traffic enforcement and safety efforts. He is a motivated officer who demonstrates a strong work ethic daily. He has earned this opportunity and I am confident he will become a valuable member of the command staff.

Due to the current Covid – 19 restrictions there will be no official ceremony, however, I will be working with the Town Clerk to get him sworn in prior to the 31st. When appropriate we can attend a future Selectmen's meeting to introduce him as a member of the Command Staff.



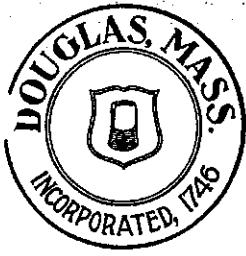
Selectmen's Office
Town of Douglas

MEMO

To: Board of Selectmen
From: Suzanne Kane 
Administrative Assistant
Date: December 28, 2020
Re: Announce 2020 Volunteer Milestones

Attached please find the list of 2020 Volunteer Milestones. Each volunteer received a certificate thanking them for their services along with the attached cover letter. The Certificates were mailed out last week.

Also note the Certificate of Appreciation for Pam Holmes who spent 25 years on the Finance Committee, 3 years on the Board of Selectmen, and 11 years on ZBA.



TOWN OF DOUGLAS

Kevin D. Morse — Chairman
David P. Corteze — Vice Chairman
Timothy P. Bonin
Harold R. Davis
Michael D. Hughes

OFFICE OF THE SELECTMEN
29 Depot Street • Douglas, MA 01516
508-476-4000
Fax: 508-476-1070
TTY 508-476-1619

Matthew J. Wojcik
Town Administrator

Suzanne L. Kane
Administrative Assistant

COVID may have prevented us from celebrating with our volunteers at the annual “Potluck Dinner”, but it could not keep us from recognizing those milestone achievements.

Thank you for all you do!

Stay well!

**Host Community Agreement
Between
Town of Douglas,
Massachusetts and
Flying Goose LLC**

This Host Community Agreement (this "HCA") is made as of December 17, 2020 (the "Effective Date") by and between the Town of Douglas, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, (the "Town"), and Flying Goose LLC, a Massachusetts limited liability company with a principal place of business located at 0 & 286 Webster Street, Douglas, MA 01516 ("Flying Goose" or the "Company"). The Town and the Company are collectively referred to as the "Parties" and each as a "Party".

RECITALS

WHEREAS, pursuant to 935 CMR 500.000 et seq. (the "Adult Use Regulations") promulgated by the Massachusetts Cannabis Control Commission (the "Commission"), the Company intends to submit an application to the Commission (the "Adult Use Application") for a license to operate a Marijuana Retailer, as defined by M.G.L. c. 94G, § 1 to be located at the land known and numbered as 286 and 0 Webster Street, Douglas, Massachusetts (the "Facility").

WHEREAS, the Adult Use Regulations require that the Company include in its Adult Use Application "documentation in the form of a single-page certification signed by the contracting authorities for the municipality and applicant evidencing that the applicant for licensure and host municipality in which the address of the adult-use Marijuana Establishment is located have executed a host-community agreement specific to the adult-use Marijuana Establishment" (a "Town HCA Certification"). This HCA is intended to constitute the host-community agreement specific to the Company's proposed adult-use Marijuana Establishment in Douglas, pursuant to 935 CMR 500.101(2)(b)(6).

WHEREAS, this HCA shall also constitute the stipulations of responsibilities between the Town, as host community, and the Company, pursuant to M.G.L. c. 94G, § 3(d).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth in this HCA and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party, the Parties agree as follows:

1. Community Impact Payments - Retail Marijuana Establishment.

(a) **Commitment to Make Community Impact Payments.** The Company agrees to pay the community impact payments (the "CI Payments") specified in this Section 1 to the Town pursuant to M.G.L. c. 94G, §3(d) if the Company obtains a final license from the Commission to operate as a Marijuana Retailer (as defined in the Adult Use Regulations) at the Facility (a "Massachusetts Adult Use License"). No CI Payments will be due or payable unless the Company obtains a Massachusetts Adult Use License.

(b) **CI Payment Amount.** The CI Payments, if due and payable pursuant to Section 1(a) above, shall be in the amount of three percent (3%) of the Gross Receipts received by the Company from retail sales made at the Facility of Marijuana, Marijuana Accessories and Marijuana Products, as those terms are defined by M.G.L. c. 94G, § 1, under a Massachusetts Adult Use License ("Covered Sales"). "Gross Receipts" means the aggregate retail purchase price paid to the Company by retail customers for Covered Sales, less the amounts of all refunds, credits, allowances, and adjustments made, and before sales, excise, and other taxes and before amounts collected for the CI Payments.

(c) **Schedule of Payments.** Within ninety days of the close of each calendar year ending after the commencement of Covered Sales at the Facility, the Company shall pay the CI Payment to the Town annually for Covered Sales that were made during the portion (which may be all) of such calendar year (each year being a "CI Period"), payable in quarterly installments. For clarity and by way of example only, if the CI Period starts on November 1, 2018, the first CI Payment is due March 31, 2019 for Covered Sales made from November 1, 2018 through December 31, 2018, the second CI Payment is due March 31, 2020 for Covered Sales made from January 1, 2019 through December 31, 2019 and the fifth and final CI Payment is due January 31, 2024 for Covered Sales made from January 1, 2023 through October 31, 2023. After payment of the fifth payment, the Parties shall meet and negotiate in good faith further payments to the extent allowable by law.

(d) **Documentation.** The Company shall maintain financial records on its Covered Sales made during the CI Period and, upon written request, the Company shall make such documentation available for review by the Town on a confidential basis at the end of each fiscal quarter, including the company's annual financial statements.

(e) **CI Payments Relative to Town Costs.** Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and agree that three percent (3%) of Gross Receipts is a reasonable approximation of actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary. The Company acknowledges and agrees that the Town is under no obligation to use the CI Payment in any particular manner.

(f) **No Contest of Local Taxes.** At all times during the CI Period, the real and personal property and automobiles, if any, located in the Town of Douglas, Massachusetts, owned or operated by the Company, shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and automobile tax laws and regulations. All applicable real estate, personal and excise taxes due to the Town for that property shall be paid either directly by the Company or by its landlord for such locations within the Town of Douglas, Massachusetts, and the Company for such locations within the Town of Douglas, Massachusetts may not object or otherwise challenge the taxability of such real or personal property and automobiles in accordance with this Section. In the event the Company's landlord objects, the Company agrees to remit the full amount of tax. Further, the

Company will remit payment of the local Marijuana Sales tax for all sales in Douglas in accordance with G.L. c. 64N, § 3. Notwithstanding anything herein to the contrary, nothing in this HCA shall prohibit the Company from challenging the fair cash value of all real and personal property, as assessed by the Town, pursuant to an abatement application or otherwise.

(g) Other Payments.

- i. **Water and Sewer Charges:** The Company anticipates that it may make annual purchases of water and sewer services from local government agencies. The Company will pay any and all fees associated with the local permitting of the Douglas Marijuana Retail Establishment.
- ii. **Permit and Connection Fees:** The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
- iii. **Facility Consulting Fees and Costs:** The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants, including peer review costs, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
- iv. **Other Costs:** The Company shall reimburse the Town for the reasonable costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees. Provided, however, that any upfront payment for such fees and costs shall be offset against the annual CI Payment.

(h) Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due; the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the Town a late payment penalty of 5% on the outstanding funds subject to an interest rate of 1.5%, compounding monthly, on the total amount of the outstanding payment and penalty. The penalties set forth herein shall be separate and apart from other penalties set forth in this Agreement.

2. **Traffic Study.** The Company shall submit a traffic impact study and traffic mitigation plan in connection with its Special Permit application to the Douglas Zoning Board of Appeals (the "Board"). The Town may elect, in its unfettered discretion, to engage an engineer to conduct a peer review of such plan. The Company agrees to implement the mitigation measures

as directed by the Board in consultation with the Peer Review engineer to mitigate traffic concerns set forth in said traffic study and the Town's peer review of said traffic study.

3. **Special Permit.** The Company acknowledges that this use requires a Special Permit from the Douglas Zoning Board of Appeals and agrees to waive any and all claims as to such requirement for the same.

4. **Procurement.** The Company acknowledges that the Facility is to be located on property formerly owned by the Town, which the Company purchased through a Town Request for Proposals. To the extent the award of said RFP to the Company is overturned, and after any and all applicable appeal period or appeal process has ended confirming the rescission of the RFP award to the Company, this Agreement shall be null and void.

5. **Term and Termination.**

(a) **Term.** The Term of this Agreement shall be five (5) years from the Effective Date (the "Term"), provided however, the provisions for payment under Section 1 herein, shall survive until the last payment has been remitted to the Town.

(b) **Termination.** In the event Company ceases all Marijuana Retailer operations in the Town of Douglas for a period in excess of six (6) consecutive months, this Agreement shall terminate on such six-month date and thereafter be null and void. In the event the Company loses or has its Massachusetts Marijuana Retailer license(s), approvals, and/or permits to operate in the Town of Douglas revoked by the Commission or the Town for a period longer than six (6) consecutive months, this Agreement shall terminate on such six-month date and thereafter be null and void. If this Agreement is terminated due to the Company's noncompliance with the terms hereof or the obligations contained herein, including compliance with local law or compliance with state law as determined by the Commission or another applicable state authority, the Company shall be required to cease operations as a Marijuana Retailer in the Town of Douglas following the termination of this Agreement, provided however, that the Company shall be given a reasonable opportunity to cure such noncompliance.

(c) **Renewal.** The Parties agree to renegotiate or renew this Agreement prior to the end of the Term. Upon payment of the final CI Payment due pursuant to paragraph 1 herein, the Parties further agree to renegotiate the terms and payments due under Paragraph 1 to the extent permissible by law.

6. **Community Support - Marijuana Retail Establishment.**

(a) to the extent such practice and its implementation are consistent with federal, state, and local laws and regulations and the Company's quality and cost control and security requirements, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods (other than Marijuana and Marijuana Products) and services for the construction, maintenance and operation of the Company's business at the Douglas Marijuana Retail Establishment;

(b) except for senior management, to the extent such practice and its

implementation are consistent with federal, state, and local laws and regulations and the Company's quality and cost control and security requirements, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire local qualified residents at the Douglas Marijuana Retail Establishment; and if requested by the Town, the Company shall assist the Town with, participate in, or contribute to community educational programs on public health and drug abuse prevention, and prevention programs that address youth marijuana use.

7. **Town Obligations.** The Town agrees: to provide to the Company (or directly to the Commission or other applicable governmental authority (the "Licensing Authority"), if so requested by the Licensing Authority) all documentation and information required or requested by the Licensing Authority from the Town in connection with the Company's Adult Use Application and any licenses requested or issued thereunder and to participate and cooperate (to the extent reasonably requested by the Company or the Licensing Authority) in the Licensing Authority's licensing process as it relates to the Company's Adult Use Application and such licenses, such documentation, information, participation and cooperation to be provided by the Town on a timely basis and so as not to adversely affect the Commission's evaluation and decision on the Company's Adult Use Application. The Town agrees to support the Company's Adult Use Application, but the Town makes no representation or promise that it will act on any other license or permit request from the Company in any particular way other than by the Town's normal and regular course of conduct and in accordance with its codes, rules, and regulations and any statutory guidelines governing them. Without limiting this Section, within two business days after the Effective Date, the Town will execute a Town HCA Certification as prepared by the Company according to the applicable requirements of the Commission.

8. **Notices.** All notices or other communications under this HCA shall be in writing and addressed as follows and will be deemed delivered upon actual receipt if actual receipt is on a business day and otherwise on the first business day after such receipt:

Town:

Town of Douglas
29 Depot Street
Douglas, MA 01516
Attention: Matthew J. Wojcik,
Town Administrator

Company:

Flying Goose LLC
0 & 286 Webster Street
Douglas, MA 01516
Attention: Richard Rainone, Manager

9. **Severability.** If under applicable Massachusetts law any term of this HCA is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such illegality, invalidity or unenforceability; all other terms of this HCA will remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term will be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term. If application of the preceding sentence should materially and adversely affect the economic substance of the transactions contemplated by this HCA, the Parties shall negotiate in good faith amendments to this HCA so as to result in neutral economic impact to either Party.

10. **Nonpayment of taxes.** CI Payments are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town of Douglas licensing authority may deny, revoke, or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company's name appears on a list furnished to the licensing authority from the Tax Collector of individuals delinquent on their taxes and/or water bills. Written notice must be given to the Company by the Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than 14 days after said notice.

11. **Security, Reporting and Emergency Contact.**

(a) **Security.** The Company shall maintain security at the Douglas Retail Marijuana Establishment at least in accordance with the security plan which will be submitted by the Company to the Douglas Police Department for approval. Approval of such security plan by the Douglas Police Department is a requirement for the opening of the Douglas Retail Marijuana Establishment. In addition, the Company shall at all times comply with all local applicable laws and regulations regarding the operations of the Douglas Retail Marijuana Establishment. Such compliance shall include, but will not be limited to, conditions imposed by the Douglas Board of Selectmen as the local licensing authority.

(b) **Reporting.** The Company will report any and all incidents to local law enforcement authorities as required pursuant to 935 CMR 500.000 and permit local law enforcement authorities access to the Douglas Retail Marijuana Establishment as required pursuant to 935 CMR 500.000.

(c) **Emergency Contact.** The Company shall provide to local law enforcement authorities the name, phone number and address for a person responsible for operations who may be contacted after hours; said contact person shall have been registered successfully by the Commission pursuant to 935 CMR 500.030. Said contact information shall be updated as necessary pursuant to 935 CMR 500.105(1)(c).

12. **Community Impact Hearing Concerns.** The Company agrees to employ its reasonable best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any legally and scientifically valid, actionable concerns or issues that may arise through its operation of the Facility, including, but not limited to all reasonable concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed by the Police Chief.

13. **Improvements to the Facility Site.** The Company agrees to comply with all laws, rules, regulations, and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

14. **On-Site Consumption Prohibited.** The Company agrees that, even if permitted by

statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Facility.

15. **Closure and Clean-Up.** In the event the Company ceases cannabis operations at the Facility, the Company shall remove all materials, cannabis plants, equipment, and other paraphernalia within thirty (30) days of ceasing operations. To ensure the same, the Company shall provide documentation of a bond or other resources held in an escrow account as the same has been provided to the Commission, naming the Town on such bond if applicable, which they require before licensure is issued, to support the dismantling and winding down of the Marijuana Retailer. The parties acknowledge that the failure to remove cannabis materials in their entirety and within the timeframe set forth as set forth herein will cause actual damage to the TOWN, which damages are difficult or impracticable to calculate and shall pay liquidated damages in the amount of \$50,000 for failure to complete the same or in the event the bond cannot be called.

16. **No Joint Venture.** The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

17. **Miscellaneous.** Amendments to this HCA may be made only by written agreement of the Parties. Waivers of any provision of this HCA may only be given by the Party that is the intended beneficiary of this HCA. This HCA is binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign this HCA without the written consent of the other Party, such consent not to be unreasonably withheld, delayed, or conditioned. There are no intended third-party beneficiaries of this HCA and only the Parties hereto have the right to enforce this HCA. The headings in this HCA are for reference only and shall not affect the interpretation of this HCA. This HCA will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, other than choice of law principles, and the Parties submit to the jurisdiction of any of the appropriate courts of the Commonwealth of Massachusetts for the adjudication of disputes arising out of this HCA. This HCA will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This HCA may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The Parties hereto and all third parties may rely upon copies of signatures to this Agreement to the same extent as manually signed original signatures.

The Parties have executed and delivered this HCA as of the Effective Date.

FLYING GOOSE LLC

By:



Richard Rainone, Manager

TOWN OF DOUGLAS

By:

Kevin D. Morse, Chairman

David P. Cortese, Vice Chairman

Timothy P. Bonin

Harold R. Davis

Michael D. Hughes

BOARD OF SELECTMEN

**Host Community
Agreement Between
Town of Douglas,
Massachusetts and
Dark Stream LLC**

This Host Community Agreement (this "HCA") is made as of December 17, 2020 (the "Effective Date") by and between the Town of Douglas, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, (the "Town"), and Dark Stream LLC, a Massachusetts limited liability company with a principal place of business located at 116 Davis Street, Douglas, MA 01516 ("Dark Stream" or the "Company"). The Town and the Company are collectively referred to as the "Parties" and each as a "Party".

RECITALS

WHEREAS, pursuant to 935 CMR 500.000 et seq. (the "Adult Use Regulations") promulgated by the Massachusetts Cannabis Control Commission (the "Commission"), the Company intends to submit an application to the Commission (the "Adult Use Application") for a license or licenses to operate a Marijuana Cultivator and Manufacturer, as defined by M.G.L. c. 94G, § 1 to be located at 116 Davis Street, Douglas, MA 01516, Douglas, Massachusetts (the "Facility").

WHEREAS, the Adult Use Regulations require that the Company include in its Adult Use Application "documentation in the form of a single-page certification signed by the contracting authorities for the municipality and applicant evidencing that the applicant for licensure and host municipality in which the address of the adult-use Marijuana Establishment is located have executed a host-community agreement specific to the adult-use Marijuana Establishment" (a "Town HCA Certification"). This HCA is intended to constitute the host-community agreement specific to the Company's proposed adult-use Marijuana Establishment in Douglas, pursuant to 935 CMR 500.101(2)(b)(6).

WHEREAS, this HCA shall also constitute the stipulations of responsibilities between the Town, as host community, and the Company, pursuant to M.G.L. c. 94G, § 3(d).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth in this HCA and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party, the Parties agree as follows:

1. Community Impact Payments - Cultivation/Manufacture Marijuana Establishment.

(a) **Commitment to Make Community Impact Payments.** The Company agrees to pay the community impact payments (the "CI Payments") specified in this Section 1 to the Town pursuant to M.G.L. c. 94G, §3(d) if the Company obtains one or

more final licenses from the Commission to operate as a Marijuana Cultivator and Manufacturer (as defined in the Adult Use Regulations) at the Facility (a "Massachusetts Adult Use License"). No CI Payments will be due or payable unless the Company obtains a Massachusetts Adult Use License.

(b) **CI Payment Amount.** The CI Payments, if due and payable pursuant to Section 1(a) above, shall be in the amount of three percent (3%) of the Gross Receipts received by the Company from retail sales made at the Company's retail locations in the Town of Douglas, Massachusetts of Marijuana, Marijuana Accessories and Marijuana Products, as those terms are defined by M.G.L. c. 94G, § 1, under a Massachusetts Adult Use License ("Covered Sales"). "Gross Receipts" means the aggregate retail purchase price paid to the Company by retail customers for Covered Sales, less the amounts of all refunds, credits, allowances, and adjustments made, and before sales, excise, and other taxes and before amounts collected for the CI Payments.

(c) **Schedule of Payments.** Within ninety days of the close of each calendar year ending after the commencement of Covered Sales at the Facility, the Company shall pay the CI Payment to the Town annually for Covered Sales that were made during the portion (which may be all) of such calendar year (each year being a "CI Period"), payable in quarterly installments. For clarity and by way of example only, if the CI Period starts on November 1, 2018, the first CI Payment is due March 31, 2019 for Covered Sales made from November 1, 2018 through December 31, 2018, the second CI Payment is due March 31, 2020 for Covered Sales made from January 1, 2019 through December 31, 2019 and the fifth and final CI Payment is due January 31, 2024 for Covered Sales made from January 1, 2023 through October 31, 2023. After payment of the fifth payment, the Parties shall meet and negotiate in good faith further payments to the extent allowable by law.

(d) **Documentation.** The Company shall maintain financial records on its Covered Sales made during the CI Period and, upon written request, the Company shall make such documentation available for review by the Town on a confidential basis at the end of each fiscal quarter, including the company's annual financial statements.

(e) **CI Payments Relative to Town Costs.** Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and agree that three percent (3%) of Gross Receipts is a reasonable approximation of actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary. The Company acknowledges and agrees that the Town is under no obligation to use the CI Payment in any particular manner.

(f) **No Contest of Local Taxes.** At all times during the CI Period, the real and personal property and automobiles, if any, located in the Town of Douglas,

Massachusetts, owned or operated by the Company, shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and automobile tax laws and regulations. All applicable real estate, personal and excise taxes due to the Town for that property shall be paid either directly by the Company or by its landlord for such locations within the Town of Douglas, Massachusetts, and the Company for such locations within the Town of Douglas, Massachusetts may not object or otherwise challenge the taxability of such real or personal property and automobiles in accordance with this Section. In the event the Company's landlord objects, the Company agrees to remit the full amount of tax. Further, the Company will remit payment of the local Marijuana Sales tax for all sales in Douglas in accordance with G.L. c. 64N, § 3. Notwithstanding anything herein to the contrary, nothing in this HCA shall prohibit the Company from challenging the fair cash value of all real and personal property, as assessed by the Town, pursuant to an abatement application or otherwise.

(g) Other Payments.

- i. **Water and Sewer Charges:** The Company anticipates that it may make annual purchases of water and sewer services from local government agencies. The Company will pay any and all fees associated with the local permitting of the Douglas Marijuana Retail Establishment.
- ii. **Permit and Connection Fees:** The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
- iii. **Facility Consulting Fees and Costs:** The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants, including peer review costs, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
- iv. **Other Costs:** The Company shall reimburse the Town for the reasonable costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees. Provided, however, that any upfront payment for such fees and costs shall be offset against the annual CI Payment.

(h) Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event

that any such payments are not fully made with thirty (30) days of the date they are due; the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the Town a late payment penalty of 5% on the outstanding funds subject to an interest rate of 1.5%, compounding monthly, on the total amount of the outstanding payment and penalty. The penalties set forth herein shall be separate and apart from other penalties set forth in this Agreement

2. **Odor Control.** The Company shall provide the Town with an odor control plan within 180 days of the execution of this Agreement. Said odor control plan shall be reviewed and approved by an expert selected by the Town at its sole discretion. The cost of said review by the Town's expert shall be borne by the Company. In the event the Town determines in its sole and unfettered discretion that the odor cannot be sufficiently mitigated, it shall notify the Company. Following notice, this Agreement shall be null and void. The Company agrees to minimize all cannabis related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Facility. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency. Any reasonable complaints received by the Town concerning odors leaving the Facility that are detectable at abutting properties must be addressed thoroughly and expediently by the Company.

If the Board of Selectmen receives three (3) or more complaints within thirty (30) days, the Board may hold a public hearing. Notice of the hearing shall be delivered to the Company in accordance with the Notice provisions set forth herein. Further, the hearing shall be published in a newspaper of general circulation no more than 21 days but no less than 7 days prior to the meeting.

Following said hearing, the Board may order the Company to submit to independent testing to verify or refute the existence of the complained odor at the expense of the Company. Also, the Board of Selectmen may order the Company, at its own expense, to remove or remediate the odor within twenty-four hours or such other time the Board of Selectmen deems reasonable.

The Board shall notify the Company in writing of any order taken pursuant to this section.

If the owner or operator of the Company fails to comply with such order, the Board of Selectmen may revoke this Agreement and the Company shall cease operations. Further, if the Company fails to comply with an order issued pursuant to this Agreement, after seven (7) days, the Town may cause the nuisances created by the odor to be removed, and all expenses incurred thereby shall constitute a debt due the Town of Douglas.

3. **Water Consumption.** The Company shall use reasonable best efforts to minimize water consumption at the Facility.

4. **Waste and Wastewater Controls.** The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers. All wastewater will be tested, and EPA reports will be provided to the Sewer Department.

The Company shall utilize a cultivation process that limits the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company agrees to consult with the Town's Water and Sewer Department regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Facility or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Facility. The Company shall comply with all reasonable requests of the Town's Water and Sewer Department, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three years.

5. **Term and Termination.**

(a) **Term.** The Term of this Agreement shall be five (5) years from the Effective Date (the "Term"), provided however, the provisions for payment under Section 1 herein, shall survive until the last payment has been remitted to the Town.

(b) **Termination.** In the event Company ceases all Marijuana Cultivator and Manufacturer operations in the Town of Douglas for a period in excess of six (6) consecutive months, this Agreement shall terminate on such six-month date and thereafter be null and void. In the event the Company loses or has its Massachusetts Marijuana Cultivator and Manufacturer license(s), approvals, and/or permits to operate in the Town of Douglas revoked by the Commission or the Town for a period longer than six (6) consecutive months, this Agreement shall terminate on such six-

month date and thereafter be null and void. If this Agreement is terminated due to the Company's noncompliance with the terms hereof or the obligations contained herein, including compliance with local law or compliance with state law as determined by the Commission or another applicable state authority, the Company shall be required to cease operations as a Marijuana Cultivator and Manufacturer in the Town of Douglas following the termination of this Agreement, provided however, that the Company shall be given a reasonable opportunity to cure such noncompliance.

(c) **Renewal.** The Parties agree to renegotiate or renew this Agreement prior to the end of the Term. Upon payment of the final CI Payment due pursuant to paragraph 1 herein, the Parties further agree to renegotiate the terms and payments due under Paragraph 1 to the extent permissible by law.

6. **Community Support - Marijuana Retail Establishment.**

(a) to the extent such practice and its implementation are consistent with federal, state, and local laws and regulations and the Company's quality and cost control and security requirements, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods (other than Marijuana and Marijuana Products) and services for the construction, maintenance and operation of the Company's business at the Douglas Marijuana Retail Establishment;

(b) except for senior management, to the extent such practice and its implementation are consistent with federal, state, and local laws and regulations and the Company's quality and cost control and security requirements, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire local qualified residents at the Douglas Marijuana Retail Establishment; and if requested by the Town, the Company shall assist the Town with, participate in, or contribute to community educational programs on public health and drug abuse prevention, and prevention programs that address youth marijuana use.

7. **Town Obligations.** The Town agrees: to provide to the Company (or directly to the Commission or other applicable governmental authority (the "Licensing Authority"), if so requested by the Licensing Authority) all documentation and information required or requested by the Licensing Authority from the Town in connection with the Company's Adult Use Application and any licenses requested or issued thereunder and to participate and cooperate (to the extent reasonably requested by the Company or the Licensing Authority) in the Licensing Authority's licensing process as it relates to the Company's Adult Use Application and such licenses, such documentation, information, participation and cooperation to be provided by the Town on a timely basis and so as not to adversely affect the Commission's evaluation and decision on the Company's Adult Use Application. The Town agrees to support the Company's Adult Use Application, but the Town makes no representation or promise that it will act on any other license or permit request from the Company in any particular way other than by the Town's normal and regular course of conduct and in accordance with its codes, rules, and regulations and any statutory guidelines governing them. Without limiting this Section,

within two business days after the Effective Date, the Town will execute a Town HCA Certification as prepared by the Company according to the applicable requirements of the Commission.

8. **Notices.** All notices or other communications under this HCA shall be in writing and addressed as follows and will be deemed delivered upon actual receipt if actual receipt is on a business day and otherwise on the first business day after such receipt:

Town:

Town of Douglas
29 Depot Street
Douglas, MA 01516
Attention: Matthew J. Wojcik,
Town Administrator

Company:

Dark Stream LLC
116 Davis Street,
Douglas, MA 01516
Attention: Richard Rainone, Manager

9. **Severability.** If under applicable Massachusetts law any term of this HCA is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such illegality, invalidity or unenforceability; all other terms of this HCA will remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term will be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term. If application of the preceding sentence should materially and adversely affect the economic substance of the transactions contemplated by this HCA, the Parties shall negotiate in good faith amendments to this HCA so as to result in neutral economic impact to either Party.

10. **Nonpayment of taxes.** CI Payments are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town of Douglas licensing authority may deny, revoke, or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company's name appears on a list furnished to the licensing authority from the Tax Collector of individuals delinquent on their taxes and/or water bills. Written notice must be given to the Company by the Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than 14 days after said notice.

11. **Security, Reporting and Emergency Contact.**

(a) **Security.** The Company shall maintain security at the Douglas Retail Marijuana Establishment at least in accordance with the security plan which will be submitted by the Company to the Douglas Police Department for approval. Approval of such security plan by the Douglas Police Department is a requirement for the opening of the Douglas Retail Marijuana Establishment. In addition, the Company shall at all times comply with all local applicable laws and regulations regarding the operations of the Douglas Retail Marijuana Establishment. Such compliance shall include, but will not be limited to, conditions imposed by the Douglas Board of Selectmen as the local licensing

authority.

(b) **Reporting.** The Company will report any and all incidents to local law enforcement authorities as required pursuant to 935 CMR 500.000 and permit local law enforcement authorities access to the Douglas Retail Marijuana Establishment as required pursuant to 935 CMR 500.000.

(c) **Emergency Contact.** The Company shall provide to local law enforcement authorities the name, phone number and address for a person responsible for operations who may be contacted after hours; said contact person shall have been registered successfully by the Commission pursuant to 935 CMR 500.030. Said contact information shall be updated as necessary pursuant to 935 CMR 500.105(1)(c).

12. **Community Impact Hearing Concerns.** The Company agrees to employ its reasonable best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any legally and scientifically valid, actionable concerns or issues that may arise through its operation of the Facility, including, but not limited to all reasonable concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed by the Police Chief.

13. **Improvements to the Facility Site.** The Company agrees to comply with all laws, rules, regulations, and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

14. **On-Site Consumption Prohibited.** The Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the marijuana cultivation or manufacturing facility.

15. **Closure and Clean-Up.** In the event the Company ceases cannabis operations at the Facility, the Company shall remove all materials, cannabis plants, equipment, and other paraphernalia within thirty (30) days of ceasing operations. To ensure the same, the Company shall provide documentation of a bond or other resources held in an escrow account as the same has been provided to the Commission, naming the Town on such bond if applicable, which they require before licensure is issued, to support the dismantling and winding down of the Marijuana Establishment. The parties acknowledge that the failure to remove cannabis materials in their entirety and within the timeframe set forth as set forth herein will cause actual damage to the TOWN, which damages are difficult or impracticable to calculate and shall pay liquidated damages in the amount of \$50,000 for failure to complete the same or in the event the bond cannot be called.

16. **No Joint Venture.** The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

17. **Miscellaneous.** Amendments to this HCA may be made only by written agreement of the Parties. Waivers of any provision of this HCA may only be given by the Party that is the intended beneficiary of this HCA. This HCA is binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign this HCA without the written consent of the other Party, such consent not to be unreasonably withheld, delayed, or conditioned. There are no intended third-party beneficiaries of this HCA and only the Parties hereto have the right to enforce this HCA. The headings in this HCA are for reference only and shall not affect the interpretation of this HCA. This HCA will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, other than choice of law principles, and the Parties submit to the jurisdiction of any of the appropriate courts of the Commonwealth of Massachusetts for the adjudication of disputes arising out of this HCA. This HCA will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This HCA may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The Parties hereto and all third parties may rely upon copies of signatures to this Agreement to the same extent as manually signed original signatures.

The Parties have executed and delivered this HCA as of the Effective Date.

DARK STREAM LLC

By:



Richard Rainone, Manager

TOWN OF DOUGLAS

By:

Kevin D. Morse, Chairman

David P. Cortese, Vice Chairman

Timothy P. Bonin

Harold R. Davis

Michael D. Hughes

BOARD OF SELECTMEN

ZBA

Dan Heney <djh@heneycorstruction.com>
To: Suzanne Kane <skane@douglasma.org>
Cc: Matt Wojcik <mwojcik@douglasma.org>, William Cundiff <wcundiff@douglasma.org>, Maria Lajoie <mlajoie@douglasma.org>, Mike Fitzpatrick <mikefitz60@gmail.com>

Thu, Dec 10, 2020 at 9:03 AM

Good morning Suzanne,

We held our December ZBA meeting last evening. After we heard the cases scheduled for last night, we had a discussion about Pam's vacant seat. The board felt Mr. Tusino was the senior alternate member and he should be recommended to the BOS to become a full board member. Lou said he did not want to move to the full member position and he nominated Ron Forget be recommended to the BOS to fill that position. After more discussion the board voted to recommend Ron Forget to fill the seat vacated by Pam. If you or the BOS need anything else don't hesitate to contact me.

Stay safe and Merry Christmas,

Dan

Term to 2024

Tellstone MOA

1 message

Cortney Keegan <ckeegan@douglasps.net>
To: skane@douglasma.org, Matt Wojcik <MWojcik@douglasma.org>
Cc: Paul Vieira <pvieira@douglasps.net>

Tue, Dec 22, 2020 at 11:20 AM

Hi Matt and Suzanne,

Attached please find the amended Tellstone MOA approved by the School Committee at their last meeting on December 16.

Please let us know when approved by the BOS.

Please confirm receipt.

Thank-you,
Cortney

--
Cortney Keegan MPA MCPPO
School Business & Operations Manager
Douglas Public Schools
21 Davis Street
Douglas, MA 01516
Tele: 508-476-4037 ext. 1

All email messages are subject to public access and disclosure through the provisions of the public records law, G. L. c. 66, § 10.

The Douglas Public Schools do not discriminate on the basis of race, color, national origin, sex, gender identity, disability, religion, or sexual orientation.

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MEMORANDUM OF AGREEMENT

**Tellstone & Son, Inc.
and
Douglas Public Schools
December 16, 2020**

This Memorandum of Agreement is made and entered into between the Douglas Public Schools (hereinafter referred to as "District") and Tellstone & Son, Inc. (hereinafter referred to as the "Contractor").

WHEREAS, in connection with the public health emergency associated with the COVID-19 outbreak, and

WHEREAS, the ability for our partner, Tellstone & Son, Inc. to remain financially viable and be available to continue to provide historically reliable regular scheduled transportation services to and from school during the 2020 – 2021 school year is essential, and

WHEREAS, the Department of Elementary and Secondary Education ("DESE") and the Massachusetts Division of Local Services (DLS) has encouraged Districts to make payments for transportation services not provided during this pandemic, and

WHEREAS, the District seeks to offer payment of the FY 2021 contracted amount, as amended, which has already been reduced to the FY 2020 annual contracted amount, to the extent practicable, to ensure there are no breaks in service, and

WHEREAS, the parties wish to preserve the health and welfare of students, employees and community members, the Contractor and the District agree that the following amendment will be added to the existing contract by entering into this Memorandum of Agreement (MOA).

Therefore, the Douglas Public School District and Tellstone & Son, Inc. hereby agree to the following terms:

Section A: Employee Safety and/or Illness

1. The District and Contractor agree that it is for the mutual benefits of all involved to take preventative measures to combat infection and mitigate personal risk.
2. The Contractor agrees to encourage employees who are showing symptoms of COVID-19, or who have been exposed to COVID-19, to identify themselves as high-risk as defined by the Centers for Disease Control and Prevention (CDC). Said employees will be asked to seek advice from their medical providers and directed to remain home and seek medical treatment as necessary. Such encouragement will be sent via email, if not done so already.
3. The Contractor agrees that all vehicles used will be cleaned regularly in accordance with recommendations from the CDC.

4. Subject to state and federal law, the Committee and the Contractor will share non-confidential information in its possession, relating to confirmed cases of COVID-19.

Section B: No Precedent

1. The Parties agree that this Agreement sets no precedent or past practice and shall not be used in any proceeding except one to enforce its terms.

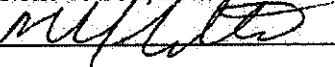
Section C: Payment for Contracted Services

1. Tellstone and The District agreed to pay the Contractor in full for FY 2021 at the amended amount of \$846,000 for in district regular education and \$118,800 for in district special education (both are the FY 2020 contract rate) for the 180 student day school year. In the event that Douglas Public Schools is closed for twenty (20) consecutive scheduled school days, including Wednesdays, the Parties will meet to agree on a reduction of the payment to be rendered by the Douglas Public Schools and/or the Town of Douglas to Tellstone for the period beginning on the twenty-first school day from the date of closure to the end of the closure period. In establishing the payment to be made, the Parties shall consider the fixed costs incurred by Tellstone to perform under the terms of this contract as well as those costs that were avoided or could have been mitigated under the circumstances.
2. It is the mutual understanding of the Parties that Tellstone incurs additional expenses to clean, disinfect, and prepare buses for use during the COVID-19 emergency. The Parties also mutually acknowledge that the Douglas Public Schools and the Town of Douglas have not sought to reduce the total cost of this contract even though no services have been, or are reasonably foreseen to be required, on Wednesday of each week. The Parties agree that this is a fair exchange of consideration, and that neither Party shall seek from the other any financial compensation for these costs.
3. All other transportation services, such as Athletics, Field Trips, out of district special education transportation, shall remain on an "as needed" basis.
4. As a condition precedent to any payment provided by the District to the Contractor pursuant to this agreement, Contractor must first provide to the District a sworn statement identifying if it has, or has not, received any grants, discounted loans or other financial support that the Contractor has received from a state, federal or local government as a result of the Covid-19 crisis. If the sworn statement identifies that the Contractor has not received any grants discounted loans or other financial support from a state, federal or local government source, then payment will be made by the District to the Contractor in accordance with the terms above.

5. If the Contractor identifies in its sworn statement that it has received any such grants, discounted loans or other financial support, the Contractor must present documentation of the total amount of payments received from any state, federal or local government funding source, together with its sworn statement to the District. In the event Contractor has received such payment(s), an amount equal to the total amount received by the Contractor from such funding source(s) will then be deducted from the District's payments to the Contractor otherwise payable under this agreement. Contractor's sworn statement must include an attestation that the reduced amount to be paid by the District will not exceed the total costs of amounts payable under this agreement, less the money received by the Contractor from any state, federal or local funding source.
6. Any payments made by the District to the Contractor pursuant to either of the preceding two paragraphs shall only be made upon approval of the (i) School Committee, (ii) Town Accountant and (iii) Chief Executive Officer of the town,
7. The method of repayment will be at the sole discretion of the District after consultation with the Contractor.

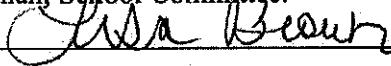
In Witness Whereof, the parties have set their hand and seal by their duly authorized representative;

Tellstone & Son, Inc.:



Date: 12/18/2020

Chairman, School Committee:



Date: 12/22/2020

Chief Executive Officer, Town of Douglas:



Date: _____

Town Accountant, Town of Douglas:



Date: _____



Selectmen's Office Town of Douglas

MEMO

To: Board of Selectmen
From: Suzanne Kane SK
Administrative Assistant
Date: December 31, 2020
Re: Class II License – G & L, LLC

In your packet is a new license application for a Wholesalers License. There will be no vehicles kept, sold, or stored at the 71 Cedar Street address.

The license will state:

“The purpose of this license is for online sales & to allow the applicant to buy and sell motor vehicles to auto dealers through their dealer auction (Partners Auto Auction, Foster, RI). No vehicles to be kept, sold, or stored on the property. Vehicles will be located at 150 B Danielson Pike, Foster, RI, when consigned with Partners Auto Auction.”

Additional Conditions are attached.

CLASS II LICENSE APPLICATION

MGL c140 - Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles
or Parts Thereof

To the Licensing Authority;

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto.

Applicant Name: LURE SEMMAROCKBusiness Address: 71 Cedar St Douglas, MABusiness Name: G & L, LLCMailing Address: Same as above

Business Organization, check one of the following:

Business Phone Number: _____

 Individual co-partnership association corporation * attach Articles of Organization from the Secretary of State.

Purpose of license:

TO BUY and SELL USED MOTOR VEHICLES TO AUTO DEALERS Through our Dealer Auction (Partners Auto Auction in FOSTER, RI) we are supplementing inventory for our Auction and our on line dealer platforms.

Description of premises:

There will be no vehicles kept, sold, or stored at 71 Cedar. Vehicles will be located at 150 B Danielson Pike when consigned w/ Partners Auto Auction ↳ Foster, RI

* Please provide a blue print, or a drawn to scale diagram of the proposed premises. N/APer MGL c90(7N1/4), do you have an association with a Repair Facility? YES NO

If yes, provide name and address: Full Speed Garage, LLC 575 WALLERGAN RD DANIELSON, CT 06239

Have you ever applied for a Class II license before? YES NO

If yes, what Town? _____

Did you receive a License? YES NO

If Yes, for what year? _____

Has any Class II license issued to you in Massachusetts or any other state ever been suspended or revoked? YES NOPer MGL c140(58), do you have a \$25,000 Bond? YES NO See attached.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature

President

Title:

Date: 12-18-20



Town of Douglas
Class II License
New Application Checklist
MGL c 140 (58&59)

All Fillable Forms can be found at <https://douglas-ma.gov/259/Class-II-License---Second-Hand-Vehicles>. After downloading the forms, open them in Adobe Reader, type in the information, print, and sign.

Completed **Class II License Application** (form online)

Article of Organization (if a corporation) as filed with the Massachusetts Secretary of State.

Proof that your establishment has a **\$25,000 Bond** per M.G.L. Chapter 140, §58. **Please make sure the Town of Douglas is listed as "Certificate Holder".**

N/A **Business Premises:** Copy of the **blue prints** or a hand drawn diagram (drawn to scale) of the premises. If leased provide a copy of the lease agreement.

Criminal Offender Record (CORI) Check, per MGL c6, §172 – “CORI Request Form”. To be filled out by Selectmen’s Office – must present government issued photographic identification.

→ Sent by Marsh McLennan
 Workers Compensation Certificate of Insurance per MGL c152, §25A. Contact your insurance company and have them fax it to 504-476-4012 attn: Board of Selectmen or email skane@douglas-ma.gov.
Please make sure the Town of Douglas is listed as "Certificate Holder".

State Workers’ Compensation Insurance Affidavit – Even if your establishment does not require Workers’ Compensation this must be filled out. (form online)

N/A **Fire Inspection Report** – Per Fire Code Compliance Policy for Businesses and All License Holders approved by the Board of Selectmen February 21, 2006. Call the Fire Department @ 508-476-2267
→ we don't sell to Public

N/A **Repair Facility Association** per MGL c90, §7N1/4. Provide a copy of the contract with a repair facility.

→ Requested on line
 Business Certificate per MGL c110, §5&6; Any person conducting business in the commonwealth under any title other than the real name of the person conducting the business, whether individually or as a partnership, or under the true corporate name. See the Town Clerk.

N/A **Emergency Contact information** to include: Contact name and phone number, hours of operation and whether or not the premises are alarmed. (form online)

Check made out to the Town of Douglas for \$100.00.

N/A **Receive a Dealers’ Guide to The MA Used Vehicle Warranty Law.**

APS
Initial Received

Return checklist and all paperwork to the Selectmen’s Office.

Please Note: Please allow three weeks for processing. All applications must be reviewed by other Boards / Committees / Departments. The review process will take about two weeks. Once reviewed the application will be placed on the Board of Selectmen’s agenda. The Board of Selectmen meet the 1st and 3rd Tuesday of each month.



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: December 15, 2020

To Whom It May Concern :

I hereby certify that a certificate of organization of Limited Liability Company was filed
in this office by

G & L, LLC

in accordance with the provisions of Massachusetts General Laws, Chapter 156C, on
August 18, 2020.

I further certify that said Limited Liability Company has not filed a Certificate of Cancellation;
that said Limited Liability Company has not been administratively dissolved; and that, so far as
appears of record, said Limited Liability Company has legal existence.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 20120440580

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: mas

Corporations Division

Business Entity Summary

ID Number: 001454272

[Request certificate](#)

[New search](#)

Summary for: G & L, LLC

The exact name of the Domestic Limited Liability Company (LLC): G & L, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001454272

Date of Organization in Massachusetts:

08-18-2020

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 71 CEDAR STREET

City or town, State, Zip code, DOUGLAS, MA 01516 USA
Country:

The name and address of the Resident Agent:

Name: LUKE P SEMMELROCK

Address: 71 CEDAR STREET

City or town, State, Zip code, DOUGLAS, MA 01516 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	LUKE P SEMMELROCK	71 CEDAR STREET DOUGLAS, MA 01516 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	GIL S MOURA	71 CEDAR STREET DOUGLAS, MA 01516 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address

Confidential
Consent Data

Merger
Allowed

Manufacturing

View filings for this business entity:



Class II License Conditions 2021

**G & L, LLC
71 Cedar Street**

1. The applicant shall not conduct any Class II business at his home address or any location in Town, Internet Sales ONLY. No more than ONE un-registered car allowed on the property. No outside storage of cars/car parts, or junk cars/car parts. No customers.
2. Proof establishment has \$25,000 bonded per M.G.L. Chapter 140, §58.
3. This license is non-transferable to any other person or premise

ECONOMIC DEVELOPMENT COORDINATOR

DEFINITION

The Economic Development Coordinator (EDC for purposes of this document only) is a part time employee assigned to facilitate communication and expedite processes involving commercial and industrial projects in the Town of Douglas.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the type of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The EDC fills an important role in maintaining productive external and internal relationships for the Town of Douglas when commercial or industrial projects are conceptualized, formally proposed, and executed. The definition of success for this position is that the process of developing a commercial or industrial project in the Town of Douglas will be viewed as transparent, professional, and welcoming.

The EDC is expected to build and maintain an active inventory of properties available for development, both municipal and privately held. The EDC will have general knowledge of the opportunities and obstacles associated with each potential development site and therefore act as a first and primary point of contact resource to private parties looking to develop in the Town.

The EDC shall facilitate communication with development partners seeking to build new or rehabilitate commercial and industrial operations within the Town and the Town officials and private parties responsible for the disposition of those properties, in a professional, timely, and accurate manner.

Internally, the EDC will assist in maintaining productive lines of communication between various boards and commissions, as well as Town staff, in order to minimize misunderstandings, delays, or other procedural missteps. The EDC will take a lead role in preparing meeting materials for technical review of projects at the conceptual stage. The EDC will possess sufficient knowledge of relevant state laws and local by-laws to advise project proponents by referring them to the correct officials for guidance and/or review, advising proponents of deadlines to assist them in filing documents on time, and managing expectations of all involved.

The EDC shall possess and exhibit exceptional communication skills, poise, and professional integrity. Regular project updates shall be provided to the Board of Selectmen, Town Administrator, the Economic Development Commission and any other Town board or commission making timely request for the same.

SUPERVISION

Works under the direction of the Town Administrator; weekly work assignments are provided and reviewed by the Administrator.

SUPERVISORY RESPONSIBILITIES

While this position has no formal, direct supervisory authority, the employee will act on behalf of the Board of Selectmen and the Town Administrator when collecting information, requesting records, inquiring into the status of processes and procedures, and performing other tasks related to the core duties of the job. Therefore, the EDC will have the authority to expect departments to be responsive to those inquiries, when made reasonably.

WORK ENVIRONMENT

The employee will be working in an office environment, with little or no lifting or other physical strain or exposure to hazards. From time to time, the employee will conduct site visits at future and active construction projects.

The employee will have extensive contact with the general public and other town departments, generally in person.

Errors could result in delay or loss of service, personal injury, injury to others, damage to equipment or property, monetary loss and legal repercussions.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Requires high school diploma and ten (10) years of private sector management experience and no less than two (2) years of service on any board or commission of the Town of Douglas as follows: Board of Selectmen, finance, capital improvement, zoning, planning, conservation, or economic development.

ADDITIONAL REQUIREMENTS

1. Must have and maintain a valid Massachusetts motor vehicle operator's license in good standing

KNOWLEDGE, ABILITY AND SKILL

Must demonstrate knowledge of land use regulation, economic development grant programs and incentive policies, and site development considerations.

Must communicate verbally and in written form with clarity, timeliness and

professionalism.

PHYSICAL REQUIREMENTS

Vision requirements include the ability to operate motor vehicles. The employee must be able to hear well enough to converse in a normal office setting. The employee must be able to walk, stand, bend, and step up well enough to participate in site walks on undeveloped / raw land under typical wild woodland conditions.

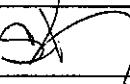
This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



Selectmen's Office
Town of Douglas

MEMO

To: Board of Selectmen

From: Suzanne Kane 

Administrative Assistant

Date: December 31, 2020

Re: Common Vic License Renewal – Harry's Pizza

In your packet is a license renewal for Harry's Pizza. The application is complete except for the fire inspection report. I will hold the license until I receive it.

There are about three more outstanding renewals. I sent out a second notice so hope to have them in for your second meeting in January.

Happy's famous Pizza
Theo Marconi

Return by December 3, 2020
4:00 PM



**Town of Douglas
Common Victuallers
Renewal Application Checklist
MGL c 140 (2)**

All Fillable Forms can be found at: <https://douglas-ma.gov/262/Common-Victuallers>. After downloading the forms, open them in Adobe Reader, type in the information, print, and sign.

Send to

- Complete "Common Victualler License Application".** (form online)
- Article of Organization** (if a corporation) as filed with the Massachusetts Secretary of State. If Changed.
- Workers Compensation Certificate of Insurance** per MGL c152, §25A. Contact your insurance company and have them fax it to 504-476-4012 attn: Board of Selectmen or email skane@douglas-ma.gov. Yours expires(d) 11/17/2020
Please make sure the Town of Douglas is listed as "Certificate Holder".
- State Workers' Compensation Insurance Affidavit** – Even if your establishment does not require Workers' Compensation this must be filled out. (form online)
- Fire Inspection Report** – Per Fire Code Compliance Policy for Businesses and All License Holders approved by the Board of Selectmen February 21, 2006. Call the Fire Department @ 508-476-2267 (they will send a copy of report to me)
- Business Certificate** per MGL c110, §5&6; If yours has expired, please see the Town Clerk. Your expires(d) 12/14/2023
- Emergency Contact Information** to include: Contact name and phone number, hours of operation and whether or not the premises are alarmed. (form online)
- Check** made out to the Town of Douglas for \$25.00 for year round service establishments and \$15 for seasonal establishments.

Return checklist and all paperwork to the Selectmen's Office.

Please Note: Please allow three weeks for processing. All applications must be reviewed by other Boards / Committees / Departments. The review process will take about two weeks. Once reviewed the application will be placed on the Board of Selectmen's agenda. The Board of Selectmen meet the 1st and 3rd Tuesday of each month.

Town of Douglas
Common Victualler License Application
MGL c140

To the Licensing Authority,
 The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto.

Applicant Name:	<i>Theeks Corporation</i>	Business Address:	<i>324 Main St.</i>
Business Name:	<i>Henry Four Pizza</i>	Mailing Address:	<i>P.O. Box 1228</i>
		Phone Number:	<i>508 476 2444</i>

Purpose of
license

Operate Pizza Shop

* Menu or description of food to be served and the manner in which such food shall be served.

Description
of premises:

* Give a complete description of all the premises to be used for the purpose of carrying on the business (e.g. number of dining rooms, cooking facilities, etc. Include a blue print, or drawn to scale diagram of premises.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

Signature

W. F. Mar

Date

12/20/20

Title

Manager

Board of Selectmen
Tuesday, December 15, 2020

The call to order was by Chair Kevin Morse at 7:00 pm in the Resource Room at the Municipal Center. Due to the Covid-19 Pandemic, participants were invited to join the meeting remotely. Present: Kevin Morse (Chair), Mike Hughes, Tim Bonin, David Cortese, Hal Davis (remote), Matt Wojcik (Town Administrator).

Other Staff and Citizens: Dan Silva and Deric Wicker (Matriline Farms LLC), Dan Glissman (Flying Goose/Dark Stream), Paul Vieira (School Superintendent), Cortney Keegan (School Business Manager), Jeanne Lovett (Finance Director), Police Chief Miglionico

1. (01:01) HCA Request – Matriline Farms, LLC – Cultivation on Davis Street – Possible Votes – In the packet is an email and copy of the business overview and Host Community Agreement - Dan Silva and Deric Wicker of Matriline are present at the meeting. They are looking to build an indoor cultivation facility (greenhouse) at 153 Davis Street. They will be doing cultivation and manufacturing on the same site, there will be no retail sales at that location, no traffic in and out other then employees. They will be using greenhouses for the cultivation, focusing on organic, nothing that will negatively affect the environment around them. Mr. Bonin asks if they went through the Cannabis Commission process? They answer yes, right now the application is partly filled out, Host Agreement is part of the application, lease deal is signed and done. They explain which type of greenhouse they will be using and what company they chose. All lighting will be LED, and they will have full black out panels that come down to block the light so that it is not disturbing anyone. They explain the heating/cooling systems. They explain how they heard about Douglas and why they are interested in starting a business in Town. Mr. Wojcik asks if they are going to be partnered with DLC at all, they respond no, they are strictly leasing land from them and that is their only involvement, they have signed a 20-year land lease. They are planning on two wells for water, there is a creek running through the property so they will need to deal with either a 100-200 ft buffer and depending on what they are left with is if they will drill one or two wells. Mr. Morse and Mr. Davis will handle the HCA with Mr. Silva and Mr. Wicker. **(13:24) A motion is made by Mr. Bonin, seconded by Mr. Cortese, that they appoint Mr. Morse and Mr. Davis to create a subcommittee to pursue an HCA with Matriline Farms, LLC. Roll call vote – Mike Hughes – Aye, Tim Bonin – Aye, David Cortese – Aye, Hal Davis – Aye, Kevin Morse – Aye.**
2. (14:45) Review HCA Requests – Flying Goose/Dark Stream – Cultivation (Davis Street), Manufacturing (Davis Street), and Retail (Webster Street) Possible Votes – Daniel Glissman representing Flying Goose/Dark Stream is present remotely. There is not a copy of the HCA in the packet so the Board will not be able to sign off on anything tonight. Mr. Wojcik will print the HCA out for the Board members to be able to read and review and they can sign them at the next meeting. Mr. Morse apologizes to Mr. Glissman for miscommunication on getting things printed out, he states this will be the first item on the next agenda.

(35:08) Mr. Wojcik briefly speaks about the HCA's before giving his Report. He states very late in the game it was disclosed that it was the intent of Flying Goose to create a separate corporate entity for its retail operation or to separate their cultivation and production establishments from their retail establishments legally and formally by creating a different company. There is a transaction now that will incur from one corporation selling to another, but it is well within their interest to do so. He goes on to explain why he said the original documents were in disarray. After reviewing the Towns last exchange, the other party agreed to all the terms and signed so the only thing that remains is for the Board to review the terms and sign. These are being done as templates, all of the cultivators would have very similar agreements, all of production would be very similar, it is worth while reading it over.

3. (17:53) Appointment – EDC Alternate Scott Duncan to Full Member – Possible Votes – (18:10) **A motion is made by Mr. Hughes, seconded by Mr. Bonin to appoint Mr. Duncan to a full member of the EDC with a term expiring on June 30, 2023. Roll call vote – Mike Hughes – Aye, Tim Bonin – Aye, David Cortese – Aye, Hal Davis – Aye, Kevin Morse – Aye.**
4. (23:52) FY 2021 Tellstone & Son, Inc. MOA – Possible Votes – Mr. Wojcik says the current contract with Tellstone is to provide services almost on a standby basis, they need to be ready to go when the Douglas Public Schools need them to go. Last year Tellstone agreed to freeze their rates so they did not have a year over year increase in their basic fee for the yellow bus transportation. There is a lot of added cleaning and preparation that they do now, but they are not busing on Wednesday's right now due to the schools not being open to the public on that day. Any added cost of preparing the buses should be offset by not using the buses on Wednesday's. There has been discussion between Mr. Wojcik and Ms. Lovett, and they agree that the busing company does have fixed costs regardless of the level of service being used so they should be paid for those fixed costs no matter what to keep them in good business. But he states there is a point at which the Town is over exposed, if the schools are closed for more than 20 consecutive days of scheduled school, then there should be a reduction in pay. The wording must include the schools being closed by a number of different situations such as the Board of Health, the Superintendent on his own decision, the School Committee on their own decision, right now the wording just includes being closed by the State. Mr. Wojcik is requesting the Board to discuss and see if that language is acceptable to them, give guidance on how to proceed on the discussion with Tellstone, possibly assign a member to participate in the conversation. He says they could say that since they have delegated the Town Administrator to be the chief purchasing official for the Town, he would have the authority to sign the contract, but he believes the Board should review and sign it themselves. Mr. Morse asks if anywhere in the contract with Tellstone, is there a route review or anything like that. Mr. Wojcik believes the School Department has language that allows the school department to change routes at its sole direction however, there are qualitative factors on school bus loading and how many kids can be on, that are not within the school's control. (34:02) **A motion is made by Mr. Bonin, seconded by Mr. Hughes, to send this back to the School Committee to have the language altered further at the Town Administrators recommendation. Roll**

call vote – Mike Hughes – Aye, Tim Bonin – Aye, David Cortese – Aye, Hal Davis – Aye, Kevin Morse – Aye.

5. (19:05) Discuss & Vote – Assign Board Members to Negotiating Teams for Police and Fire Union Talks – *This item is taken out of order* – Mr. Morse asks if Mr. Cortese has done this in the past, he says yes, he has done both before. All Board members agree that they have full confidence in Mr. Cortese's ability to represent the Board. (19:52) **A motion is made by Mr. Hughes, seconded by Mr. Bonin, to appoint Mr. Cortese to the negotiating teams for both the Police and Fire Union for negotiation talks. Roll call vote – Mike Hughes – Aye, Tim Bonin – Aye, David Cortese – Aye, Hal Davis – Aye, Kevin Morse – Aye.**
6. (20:40) Approve Automatic Common Victuallers, Class II, Entertainment, and Pool Table License Renewals – Possible Votes – *In the packet is a listing of all license holders up for renewal and the checklists for each* - (21:41) **A motion is made by Mr. Hughes, seconded by Mr. Cortese, to approve those licenses that Ms. Kane has checked off, that has provided the Board with the information that is needed, contingent upon the licensees addressing all violations and recommendations from the fire department during the fire inspection. Roll call vote – Mike Hughes – Aye, Tim Bonin – Aye, David Cortese – Aye, Hal Davis – Aye, Kevin Morse – Aye.**
7. (22:22) Approve Minutes – Possible Votes – (22:24) **A motion is made by Mr. Hughes, seconded by Mr. Cortese, to approve the December 3, 2020 Board of Selectmen meeting minutes. Roll call vote – Mike Hughes – Aye, Tim Bonin – Aye, David Cortese – Aye, Hal Davis – Aye, Kevin Morse – Aye.** Mr. Hughes asks about the December 4th executive session meeting minutes that are in the packet, they believe that is from the December 3rd meeting. (23:21) **A motion made by Mr. Hughes, seconded by Mr. Cortese, to approve the minutes with the amended date of December 3rd as opposed to December 4th, 2020 and to retain those minutes. Roll call vote – Mike Hughes – Aye, Tim Bonin – Aye, David Cortese – Aye, Hal Davis – Aye, Kevin Morse – Aye.**
8. (37:59) Administrators Report and Covid-19 Update – Covid update – The day-to-day active number of cases does not go up or down by much, there is between 19-23 active daily cases. Haven't seen fit to do much more than maintain two ambulances, about 40 calls over the year over year standpoint at this point. Each and every call is assumed to be Covid positive, so the crews gear up as if everyone is Covid positive and they clean and disinfect the ambulance to put it back in service. Many thanks to full time employees and call employees that have been stepping up.

The Public Safety Radio Project, they had their initial meeting with the vendor to review all of the different parameters of the project. Couple of major notes to mention, Douglas's project is very different from the Town of Sutton, just plugging equipment into existing spots, only minimal installations no major buildings, so they will be following the Statewide contract under Chapter 30B for the entire procurement. The project that is scheduled to occur on the piece of property of the three towns of Douglas, Uxbridge and Sutton, is going to be a 600,000 square foot warehouse. By building code they have to install Public Safety Radio booster equipment in order to accommodate anybody who has to be inside such a large building responding to a call.

They have got to figure out how they are going to be able to protect everybody and notify dispatch in all 3 towns of what is going on.

Steadily working towards a budget, right now very focused on Capital. Fire Department Engine 1 is very rusty which is a danger with the amount of water weight it carries.

State budget looks fine, there is a brief discussion about COLA.

9. (54:08) Open Session for Topics Not Reasonably Anticipated 48 Hours in Advance of the Meeting – None
10. (55:18) Executive Session – Collective Bargaining (55:18) A motion was made at 7:55pm by Mr. Bonin, seconded by Mr. Hughes, to move into executive session for the purpose of collective bargaining and then to leave executive session for the sole purpose of adjourning for the evening. Roll call vote – Mike Hughes – Aye, Tim Bonin – Aye, David Cortese – Aye, Hal Davis – Aye, Kevin Morse – Aye.

The meeting was moved into the Selectmen's office and reconvened at 8:03pm.

A motion was made at 8:26pm by Mr. Hughes, seconded by Mr. Bonin, to return to regular session for the purpose of adjournment. All – Aye.

11. Adjournment – A motion is made at 8:26pm by Mr. Hughes, seconded by Mr. Bonin, to adjourn the meeting. All – Aye.

Respectfully submitted,

Ashley Pomes
Recording Minute Taker