

**Board of Selectmen
Municipal Center Resource Room / Remote Meeting
Tuesday, February 16, 2021**

7:00 pm

- Call to Order by Roll Call
- Pledge of Allegiance
- Chairman's Announcements

1. Ratify & Sign MOA between School & Van Pool Transportation – Possible Vote(s)
2. Approve Cedar Street Order of Taking – Possible Vote(s)
3. Consider Sign Waiver – Lindsey Sarah Realty Group – Possible Vote(s)
4. Approve & Sign HCA – Matriline Farms – Possible Vote(s)
5. Approve Common Vic. License Renewal – Douglas House of Pizza & **Little Coffee Bean - Possible Vote(s)**
6. Discussion – Re-print Douglas 250th Commemorative Book, “Time and the Town” for Douglas’ 275th Anniversary – Possible Vote(s)
7. Open Warrant for May 3, 2021 Town Meeting, and Close Warrant on March 16, 2021 – Possible Vote(s)
8. Approve Minutes – Possible Vote(s)
9. Administrators Report & COVID – 19 Update
 - Deficit Spending – Snow & Ice Account
10. Open Session for Topics Not Reasonably Anticipated 48 Hours in Advance of the Meeting
11. Executive Session – Contract Negotiations / Collective Bargaining
12. Adjournment

Future Agenda Items:

March 2nd: Pole Petitions (Walnut St. & Wallum Lake Rd.),

March 16th: Close Warrant

April 6th: Approve & Sign Warrant

Note: Times are estimates unless denoted as a Hearing.

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

For Remote Participation Video Conferencing and Screen Sharing:

Go to: <https://spaces.avayacloud.com/spaces/5f9987c5eb92adfe8cd27f86>

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

If you do not have a camera and microphone on your computer, you will be prompted to dial in and will default into the browser as a screen share only participant. There is no client required for people to participate, all they need to do is go to the URL listed above or Dial In via the 855 number and enter the Meeting ID

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
February 16, 2021

- **Call to Order:** Chairman Kevin Morse called the meeting to order at 7:00 pm in the Municipal Center Resource Room. In attendance; Timothy Bonin, David Cortese, Harold Davis (Remote at 7:35 pm), and Town Administrator Matthew Wojcik. Michael Hughes – absent.

Other citizens and staff: Lindsey Emanuel, and Matriline Farms (Remote at 29:59).

- Pledge of Allegiance (00:29)
- Chairman's Announcements (00:54). Mr. Morse announced he will be adding an agenda item for the next meeting to re-visit Board of Selectmen Stipends.

1. Ratify & Sign MOA between School & Van Pool Transportation (01:19):

In the agenda packet is a memo from Suzanne Kane, dated January 28, 2021, re: MOA between School and Van Pool Transportation, a copy of the MOA, and an email from Cortney Keegan, dated January 21, 2021, subject: Van Pool Agreements MOA.

- The Van Pool MOA has been approved by the School Committee. This is the first time the Selectmen have seen this agreement which is used for special education students during COVID. **Mr. Bonin made a motion to authorize TA Wojcik to sign the MOA between the School and Van Pool Transportation as presented. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, and Kevin Morse – aye.**

2. Approve Cedar Street Order of Taking (04:13):

In the agenda packet is a memo from Suzanne Kane, dated February 16, 2021, re: Cedar Street Taking, a copy of the Order of Taking, and other related material.

- This is in regards to the Cedar Street Bridge Project. The Order of Taking was approved at Town Meeting involving several parcels. The Planning Board endorsed the Alteration and Easement Plan at Cedar Street over Badluck Pond Outlet. The next step is to have the Taking and Plan registered at the Registry of Deeds. **Mr. Cortese made a motion to approve the Order of Taking as presented. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, and Kevin Morse – aye.**

3. Consider Sign Waiver – Lindsey Sarah Realty Group (06:50):

In the agenda packet is a memo from Suzanne Kane, dated January 29, 2021, re: Sign Waiver – Lindsey Sarah Realty Group, a letter from the Building Department, dated January 28, 2021, re: Sign Application, and a Sign Application packet from Lindsey Sarah Realty Group, dated January 7, 2021.

- Lindsey Emanuel joined the meeting. She would like to erect a solar illuminated 48" x 32" sign which exceeds the requirements set by Article 9 – Sign Bylaw. **Mr. Cortese made a motion to approve Lindsey Sarah Realty Group's Sign Application as presented. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, and Kevin Morse – aye.**

4. Approve & Sign HCA – Matriline Farms (11:19):

In the agenda packet is a memo from Suzanne Kane, dated February 11, 2021, an email from Kate Feodoroff, dated February 11, 2021, Subject: HCA Matriline Farms, a copy of the HCA, and other related material.

- Mr. Morse noted that there was no representation from Matriline at the meeting, in person or remotely. TA Wojcik reported the only changes to the boiler plate HCA was the date. **Mr. Bonin made a motion to approve and sign the HCA between the Town of Douglas and Matriline Farms, LLC as presented. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, and Kevin Morse – aye.**

5. Approve Common Vic. License Renewals – Douglas House of Pizza & Little Coffee Bean (13:04):

- *In the agenda packet is a memo from Suzanne Kane, dated February 16, 2021, re: Common Vic License Renewals – Douglas House of Pizza, Little Coffee Bean, and other related material.*
- Mr. Morse noted the applications were complete except for a Fire Inspection Report for Douglas House of Pizza. In her memo, Suzanne Kane stated she will release the license once the report is received. **Mr. Bonin made a motion to approve the Common Victualler License renewals for Douglas House of Pizza (holding until Fire Inspection Report is received), and Little Coffee Bean. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, and Kevin Morse – aye.**

6. Discussion – Re-print Douglas 250th Commemorative Book, “Time and the Town“ for Douglas’ 275th Anniversary (13:59):

In the agenda packet is an email from Paul Peterson, dated January 22, 2021, re: Board of Selectmen Question, and a quote from Higginson Book Company, LLC dated July 19, 2019.

- Paul Peterson, former member of the 250th Committee, asked the board to consider re-printing the 250th commemorative book for the Town’s upcoming 275th anniversary. Looking at the hard copy, the board concurred it was a great idea, possibly even adding to the current content. TA Wojcik explained there was no digital version of the book, which means it will need to be scanned. He stated Paul Peterson is gathering quotes. The Board asked to invite Mr. Peterson to attend their next meeting to answer question about cost, where will the money come from, and what to do with the book after it is printed.

7. Open Warrant for May 3, 2021 Town Meeting, and Close Warrant on March 16, 2021 (18:29):

In the agenda packet is a memo from Suzanne Kane, dated February 11, 2021, re: Open and Close Town Meeting Warrant, and a copy of the May 3rd Town Meeting Checklist.

- **Mr. Cortese made a motion to open the Warrant for May 3, 2021 Town Meeting (Special & Annual), and close the Warrant for the May 3, 2021 Town Meeting on March 16, 2021.** Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, and Kevin Morse – aye.

8. Approve Minutes (19:57):

In the agenda packet are the January 21, 2021 meeting minutes.

- **Mr. Morse made a motion to approve the January 21, 2021 regular session minutes as presented.** Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, and Kevin Morse – aye.

9. Administrator's Report & COVID – 19 Update (20:57):

In the agenda packet is a letter from Matthew Wojcik, dated February 16, 2021, Notice of Appointment: Economic Development Facilitator, and a memo from Matthew Wojcik dated February 8, 2021, re: Deficit Spending Snow & Ice Account.

- **EDC Position (20:57):** TA Wojcik reported he appointed Robert Minarik to fill the Economic Development Project Facilitator position effective today. The position was advertised for two weeks and he received the one application.
- **Administrative Assistant's Position (24:19):** TA Wojcik stated he will be posting the opening created by Suzanne Kane's upcoming retirement. He will present a new job description at the board's next meeting, and if approved, he will post the opening, internally, for 10 days.
- **Community Development Director (25:24):** TA Wojcik stated that with the resignation of William Cundiff, he would like the board to think about how and if they would like to "recast" the position. He stated Mr. Cundiff was working under an old job description which was written for a Town Engineer. He stated it is important that he, the Selectmen, and the Planning Board all be on the same page. The position needs to be filled in a timely manner. He is looking at the total makeup of the department, he would like to get more administrative support but needs to work within their budget.
- **Minute Taker Opening (30:30):** TA Wojcik reported he will be issuing a letter of appointment to the only applicant for the position. She is qualified and motivated. The next day, two more applicants submitted resumes. He stated he will consider using all applicants if the first applicant would like help. Conservation and Planning Board minutes will be the priority until she can catch up.
- **Deficit Spending – Snow & Ice (31:41):** TA Wojcik gave notice he is authorizing deficit spending to increase up to \$274,950, \$75,000 beyond Town

Meeting appropriation. This was written prior to this weekend's storms and the account may be expended by next week. (Harold Davis Joined the meeting).

- **Matriline LLC HCA from item 4 (35:24):** TA Wojcik informed the representatives from Matriline who were attending remotely that their HCA was approved and they can go forward with their outreach meeting.
- **Staff Meeting (36:00):** TA Wojcik stated there will be a town wide staff meeting tomorrow covering personnel and budget items.
- **Vaccines (36:46):** TA Wojcik went over the trials and tribulation working with the State Vaccine Program. Senior Center Director Patrice Rousseau has reached residents over 75 to see if they want vaccines and has helped those scheduled appointments. She reported it has not been easy but under the circumstances, she is doing the best she can. Regarding positive COVID cases, TA Wojcik stated the Town is still at a threshold zone to keep 2 ambulances running.

11. Executive Session (42:05):

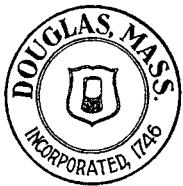
- TA Wojcik explained the board did not need to go into executive session if they were not planning to make any changes to the Police or Fire Chief's contracts. By doing nothing, the contracts take effect tomorrow. There was a consensus of the board to pass over this item.

12. Adjournment (45:05):

Mr. Bonin made a motion at 7:45 pm to adjourn. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, and Kevin Morse – aye.

Respectfully submitted,

Suzanne Kane
Administrative Assistant



Selectmen's Office Town of Douglas

MEMO

To: Board of Selectmen

From: Suzanne Kane 

Administrative Assistant

Date: January 28, 2021

Re: MOA between School and Van Pool Transportation

In your packet is a copy of the MOA with Van Pool Transportation. The School Committee approved it at their meeting of January 20th. Please vote to authorize TA Wojcik to sign.

**MEMORANDUM OF AGREEMENT
BETWEEN
Douglas Public Schools
AND
Van Pool Transportation LLC and NRT Bus Inc.**

In light of the public health emergency caused by the COVID-19 pandemic (hereinafter "COVID19") and the subsequent closure of schools and programs attended by special education students of Douglas Public Schools ("the District") and Van Pool Transportation and NRT Bus Inc. (hereinafter, "VAN POOL/NRT or Contractor") (collectively, "the Parties") have agreed to the following: .

WHEREAS, the duration of COVID-19 and its' impact on the need for special and regular transportation services is not able to be specifically defined;

WHEREAS, the District desires for VAN POOL/NRT to maintain readiness to continue to provide special and regular education transportation services;

Now therefore VAN POOL/NRT and the district desire to amend their agreement as follows:

1. VAN POOL/NRT shall furnish transportation for designated students of the District, which shall include the furnishing of all services necessary and required, consisting of the following in general: transportation equipment, communication and technology systems, maintenance of vehicles and equipment, operations, supervision, inspection, registration, licensing, insurance, safety and training programs, administration and logistical capabilities, employment of staff, payment of applicable taxes, rents, corporate debt, and other functions as necessary to be ready and available to perform transportation services. For the avoidance of doubt, services are rendered when the contractor maintains the required capabilities identified in this paragraph, regardless of whether or not a student is transported to and from school.
2. For in-district services that were not initiated but reserved for future service at the beginning of the 2020-2021 school year, VAN POOL/NRT will charge and the District will pay 50% of the applicable vehicle rate five days per week. Holidays, professional days, and snow days will not be charged.
3. Should a program close and transportation be temporarily suspended due to COVID-19 or its equivalent, including remote learning days, VAN POOL/NRT will charge the district 78% of the contracted price of the applicable out-of-district or in-district vehicle rate up until the end of the next company pay period. VAN POOL/NRT will continue to pay its employees during this time. If transportation continues to be suspended beyond that date, VAN POOL/NRT will cease to compensate the drivers and monitors associated with this agreement, and charge 50% of the applicable route rate five days per week until transportation resumes. Holidays, professional days, and snow days will not be charged.
4. VAN POOL/NRT agrees and represents that any of the charges provided at a reduced rate are representative of costs related exclusively to maintain the readiness of services.
5. To comply with CDC, federal, state, local, and DESE guidelines, VAN POOL/NRT will provide PPE and van cleaning services at a rate of \$5.25 per day.
6. VAN POOL/NRT agrees that safety, training, and professional development for employees will continue as needed during the school closure period as well as maintenance, inspections, and general upkeep for all vehicles and equipment under contract.

7. VAN POOL/NRT agrees to provide documentation to the District in order to demonstrate compliance with this MOA when requested.
8. 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.
9. 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.
10. 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.
11. 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 on this ____ Day of January, 2021.

Van Pool Transportation LLC and NRT Bus Co.:

Mr. Cornelius Van Dijk (40)

Date: 1/14/2021

Chairman, School Committee:

Date: _____

Chief Executive Officer, Town of Douglas:

Date: _____

Town Accountant, Town of Douglas:

Date: _____



Suzanne Kane <skane@douglasma.org>

wd: Van Pool agreements MOA

1 message

Cortney Keegan <ckeegan@douglasps.net>

To: Matt Wojcik <MWojcik@douglasma.org>, jlogett@douglasma.org

Cc: skane@douglasma.org, Paul Vieira <pvieira@douglasps.net>, Nealy Urquhart <nurquhart@douglasps.net>

Thu, Jan 21, 2021 at 7:39 AM

Hi Matt and Jeanne,

The Van Poll MOA (as amended) was approved by the School Committee last night. Please let me know regarding the BOS.

Thank-you,
Cortney

----- Forwarded message -----

From: **Cortney Keegan** <ckeegan@douglasps.net>

Date: Thu, Jan 14, 2021 at 3:23 PM

Subject: Van Pool agreements MOA

To: Matt Wojcik <MWojcik@douglasma.org>

Cc: <jlogett@douglasma.org>

Hi Matt and Jeanne,

Attached is the revised MOA ...

Thank-you,
Cortney

--
Cortney Keegan MPA MCPPO
School Business & Operations Manager
Douglas Public Schools
21 Davis Street
Douglas, MA 01516

ckeegan@douglasps.net
Tele: 508-476-4037 ext. 1

--
Cortney Keegan MPA MCPPO
School Business & Operations Manager
Douglas Public Schools
21 Davis Street
Douglas, MA 01516

ckeegan@douglasps.net
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.



Selectmen's Office
Town of Douglas

MEMO

To: Board of Selectmen
From: Suzanne Kane *SK*
Administrative Assistant
Date: February 16, 2021
Re: Cedar Street Taking

In your agenda is the backup for the Cedar Street Taking and a copy of the Order of Taking that you will be signing.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

TOWN OF DOUGLAS

ORDER OF TAKING

At a regularly convened meeting of the Board of Selectmen of the Town of Douglas held this _____ day of _____, 2021, it was voted and ordered:

The Board of Selectmen of the Town of Douglas, duly elected, qualified, and acting as such on behalf of the Town by virtue of and in accordance with the authority of the provisions of Chapter 79 of the General Laws, as amended, the vote under Article 13 of the September 12, 2020 Special Town Meeting and Article 9 of the November 14, 2020 Special Town Meeting, certified copies of which is attached hereto and incorporated herein, and any and every other power and authority that is hereunto in any way enabling, hereby takes, on behalf of the Town, for confirmatory and general municipal purposes:

2020 TOWN ALTERATION

The Section of the Town highway hereby altered and laid out begins at a point on the northerly location line of the 1938 County layout of Webster Street, said point bearing N 4°06'21" W and being 40.00 feet distant from station 132+64.28 of the 1938 County baseline of Webster Street and extends thence, leaving said location line N 45°42'01" W 141.59 feet; thence by a curve to the right of 150.00 feet radius 75.09 feet; thence N 17°01'09" W 1.80 feet to the point of ending on the southwesterly location line of the Ancient Town Way of Cedar Street.

PERMANENT HIGHWAY EASEMENT 1 (E-1)

A parcel of land supposed to be owned by Lawrence G. Bacon and Marleen R. Bacon, adjoining the southwesterly location line of the Ancient Town Way of Cedar Street, the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the southwesterly location line of the Ancient Town Way of Cedar Street and on the property line dividing land of Lawrence G. Bacon and Marleen R. Bacon and land of Dianne Hunter and Fina Mortgage Co. LLC and extends thence, leaving said location line and following said property line southwesterly about 7 feet to a point on the location line of the 2020 Town alteration of Cedar Street; thence, leaving said property line and following said location line N 45°42'01" W about 8 feet; thence by a curve to the right of 150.00 feet radius 75.09 feet; thence N 17°01'09" W 1.80 feet to a point again on the southwesterly location line of the Ancient Town Way of Cedar Street; thence, following said location line southeasterly by a curve to the left about 50 feet; thence southeasterly about 34 feet to the point of beginning; containing about 303 square feet.

PERMANENT HIGHWAY EASEMENT 2 (E-2)

A parcel of land supposed to be owned by Dianne Hunter and Fina Mortgage Co. LLC, adjoining the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, the northerly location line of the 1938 County layout of Webster Street, the southwesterly location line of the Ancient Town Way of Cedar Street, and bounded by the line described as follows:

Beginning at a point on the location line of the 2020 Town alteration of Cedar Street and on the 1938 County layout of Webster Street, said point bearing N 4°06'21" W and being 40.00 feet distant from station 132+64.28 of the 1938 County baseline of Webster Street, and extends thence, leaving said 1938 County location line and following said location line of the 2020 Town alteration N 45°42'01" W about 134 feet to a point on the property line dividing land of Dianne Hunter and Fina Mortgage Co. LLC and land of Lawrence G. Bacon and Marleen R. Bacon; thence, leaving said location line and following said property line northeasterly about 7 feet to a point on the southwesterly location line of the Ancient Town Way of Cedar Street; thence following said location line southeasterly by two courses, about 118 feet and about 18 feet, respectively, to a point again on the northerly location line of the 1938 County layout of Webster Street; thence following said location line of Webster Street westerly by a curve to the left about 3 feet to the point of beginning; containing about 902 square feet.

PERMANENT UTILITY EASEMENT 1 (PUE-1)

A parcel of land supposed to be owned by Lorraine A. Graves, adjoining the northeasterly location line of the Ancient Town Way of Cedar Street, and bounded by the line described as follows:

Beginning at a point on the northeasterly location line of the Ancient Town Way of Cedar Street and on the property line dividing land of Lorraine A. Graves and land of Lawrence G. Bacon and Marleen R. Bacon, and extends thence, leaving said location line and following said property line easterly about 7 feet; thence, leaving said property line N 0°43'42" E about 24 feet to a point again on said location line; thence, following said location line southwesterly by two courses, about 15 feet and by a curve to the left about 10 feet, respectively, to the point of beginning; containing about 84 square feet.

PERMANENT UTILITY EASEMENT 2 (PUE-2)

A parcel of land supposed to be owned by Lawrence G. Bacon and Marleen R. Bacon, adjoining the northeasterly location line of the Ancient Town Way of Cedar Street, and bounded by the line described as follows:

Beginning at a point on the northeasterly location line of the Ancient Town Way of Cedar Street and on the property line dividing land of Lawrence G. Bacon and Marleen R. Bacon and land of Lorraine A. Graves, and extends thence, leaving said location line and following said property line easterly about 7 feet; thence, leaving said property line S 0°43'42" W about 62 feet; thence S 15°34'34" E 71.02 feet to a point again on said location line; thence following said location line by two courses: northwesterly about 48 feet and northerly by a curve to the right about 88 feet, respectively, to the point of beginning; containing about 855 square feet.

PERMANENT UTILITY EASEMENT 3 (PUE-3)

A parcel of land supposed to be owned by Dianne Hunter and Fina Mortgage Co. LLC, adjoining the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, the northerly location line of the 1938 County layout of Webster Street, and bounded by the line described as follows:

Beginning at a point on the location line of the 2020 Town alteration of Cedar Street and on the 1938 County layout of Webster Street, said point bearing N 4°06'21" W and being 40.00 feet distant from station 132+64.28 of the 1938 County baseline of Webster Street, and extends thence, leaving said 1938 County location line and following said location line of the 2020 Town alteration N 45°42'01" W 121.83 feet; thence, leaving said location line S 15°34'34" E 4.40 feet; thence S 63°32'40" W 9.50 feet; thence S 26°27'20" E 6.00 feet; thence N 63°32'40" E 9.80 feet; thence S 47°41'28" E 112.32 feet to the point of beginning; containing about 299 square feet.

TEMPORARY EASEMENT 1 (TE-1)

A parcel of land supposed to be owned by Lawrence G. Bacon and Marleen R. Bacon, adjoining the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the location line of the Town alteration of Cedar Street and on the property line dividing land of Lawrence G. Bacon and Marleen R. Bacon and land of Dianne Hunter and Fina Mortgage Co. LLC and extends thence, leaving said location line and following said property line southwesterly about 4 feet; thence, leaving said property line northwesterly about 9 feet to a point again on said location line; thence, following said location line southeasterly about 8 feet to the point of beginning; containing about 17 square feet.

TEMPORARY EASEMENT 2 (TE-2)

A parcel of land supposed to be owned by Dianne Hunter and Fina Mortgage Co. LLC, adjoining the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the location line of the Town alteration of Cedar Street and on the property line dividing land of Dianne Hunter and Fina Mortgage Co. LLC and land of Lawrence G. Bacon and Marleen R. Bacon and extends thence, leaving said property line and following said location line southeasterly about 12 feet to a point on Parcel PUE-3, as hereinbefore described; thence, leaving said location line and following said line of Parcel PUE-3S 15°34'34" E 4.40 feet; thence S 63°32'40" W about 3 feet; thence leaving said line of Parcel PUE-3 northwesterly about 15 feet to a point again on said property line; thence following said property line northeasterly about 4 feet to the point of beginning; containing about 68 square feet.

TEMPORARY EASEMENT 3 (TE-3)

A parcel of land supposed to be owned by Dianne Hunter and Fina Mortgage Co. LLC, adjoining the northerly location line of the 1938 County layout of Webster Street, the location line of Parcel PUE-3, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the northerly location line of the 1938 County layout of Webster Street and on the line of Parcel PUE-3, as hereinbefore described, and extends thence, leaving said location line of the 1938 County layout and following said line of Parcel PUE-3, as hereinbefore described, by two courses: N 47°41'28" W 112.32 feet and S 63°32'40" W about 2 feet, respectively; thence, leaving said line of Parcel PUE-3 southeasterly by two courses: about 31 feet and about 80 feet, respectively, to a point again on said location line of the 1938 County layout; thence, following said location line easterly by a curve to the right about 2 feet to the point of beginning; containing about 326 square feet.

TOWN OF DOUGLAS

ALTERATION AND EASEMENT / RIGHT-OF-WAY DESCRIPTION
CEDAR STREET OVER BADLUCK POND OUTLET

PARCEL NO.	SUPPOSED OWNER	AREA DEED REF.
E-1 and Marleen R. Bacon Damages: \$190.00	Lawrence G. Bacon	303 S.F. 10053/302
E-2 Damages: \$500.00	Dianne Hunter and Fina Mortgage Co. LLC	902 S.F. 41780/325
PUE-1 Damages: \$20.00	Lorraine A. Graves	84 S.F. 4818/207
PUE-2 Damages \$130.00	Lawrence G. Bacon and Marleen R. Bacon	855 S.F. 8754/142
PUE-3 Damages: \$50.00	Dianne Hunter and Fina Mortgage Co. LLC	299 S.F. 41780/325
TE-1 Damages: \$10.00	Lawrence G. Bacon and Marleen R. Bacon	17 S.F. 0053/302
TE-2 Damages: \$20.00	Dianne Hunter and Fina Mortgage Co. LLC	68 S.F. 41780/325
TE-3 Damages: \$20.00	Dianne Hunter and Fina Mortgage Co. LLC	326 S.F. 41780/325

Any and all trees and structures located within the boundaries of the above-described areas are included in this taking. Any structures and facilities so located that are owned by private utility companies and easements held by private utility companies are not taken.

All damages sustained by the Owners in accordance with the provisions of G.L. c.79, § 6.

No betterments are to be assessed under this taking.

[signature page follows]

IN WITNESS WHEREOF, we, the duly elected and qualified Board of Selectmen of the Town of Douglas have hereunto set our hands and seals on this _____ day of _____, 2021.

TOWN OF DOUGLAS,
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, member of the Board of Selectmen of the Town of Douglas as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose on behalf of the Town of Douglas.

Notary Public
My Commission Expires:

ARTICLE 9
CEDAR STREET TAKING

#5 Cedar Appraisals

E-1	Lawrence G. Bacon and Marleen R. Bacon	303 sf	10053/302	\$ 190	
PUE-2	Lawrence G. Bacon and Marleen R. Bacon	855 sf	8754/142	\$ 130	\$ 330
TE-1	Lawrence G. Bacon and Marleen R. Bacon	17 sf	10053/302	\$ 10	
E-2	Dianne Hunter and Fina Mortgage Co., LLC.	902 sf	41780/325	\$ 500	
PUE-3	Dianne Hunter and Fina Mortgage Co., LLC.	299 sf	41780/325	\$ 50	\$ 590
TE-2	Dianne Hunter and Fina Mortgage Co., LLC.	68 sf	41780/325	\$ 20	
TE-3	Dianne Hunter and Fina Mortgage Co., LLC.	326 sf	41780/325	\$ 20	
PUE-1	Lorraine A. Graves	84 sf	14818/207	\$ 20	
			<i>Total:</i>	\$ 940	

Cedar Street Takings

1 message

William Cundiff <wcundiff@douglasma.org>

Wed, Jan 27, 2021 at 1:09 PM

To: Beth Mackay <bmackay@douglasma.org>, Julie Kessler <jkessler@douglasma.org>, Jackie Briggs <jbriggs@douglasma.org>, Christine Furno <cfurno@douglasma.org>, "Lajoie, Maria" <MLajoie@douglasma.org>, Richard Bowen <richbowen1@hotmail.com>, "James R. Noyes" <jnoyes@gpinet.com>, Matthew Wojcik <MWojcik@douglasma.org>, John Furno <jfurno@douglasma.org>, Suzanne Kane <skane@douglasma.org>

Hi Rich:

Attached is the endorsed Plan by the Planning Board for the Cedar Street Easements. I will record after the BOS votes to take.

-Bill

--

*William J. Cundiff, P.E.
Town Engineer
29 Depot Street
Douglas, MA 01516
T: 508-476-4000 x208
F: 508-476-4012
e: WCundiff@DouglasMA.org*

 **ANR2021-03.pdf**
478K

Cedar Street Takings

Richard Bowen <richbowen1@hotmail.com>
To: Suzanne Kane <skane@douglasma.org>
Cc: William Cundiff <wcundiff@douglas-ma.gov>

Wed, Jan 27, 2021 at 2:11 PM

"I move to approve the Cedar Street Order of Taking".
Agenda item: approve Cedar Street Order of Taking

On Jan 27, 2021, at 1:50 PM, Suzanne Kane <skane@douglasma.org> wrote:

[Quoted text hidden]

as Lot 44 on Tax Assessor's Map 138, for purposes of economic development; that the chief procurement officer be required to put these assets out for public bidding in accordance with the procedure specified in MGL Chapter 30B Section 16 for the disposal of an interest in real property, or act in relation thereto.

• **FINANCE COMMITTEE RECOMMENDS**

Article 13. Cedar Street Taking:

To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow **\$1,100** for the purpose of acquiring by gift, purchase and/or eminent domain certain parcels, interests in land and/or easements identified below and as further described in a filing in the Office of the Town Clerk entitled "Proposed Cedar Street Takings" or take any other action relative thereto:

**TOWN OF DOUGLAS
ALTERATION AND EASEMENT / RIGHT-OF-WAY DESCRIPTION
CEDAR STREET OVER BADLUCK POND OUTLET**

PARCEL NO.	OWNER(S)	AREA	DEED BOOK/DEED PAGE	ACQUISITION PRICE
E-1	Lawrence G. Bacon and Marleen R. Bacon	303 sf	10053/302	\$ 327.24
E-2	Dianne Hunter and Fina Mortgage Co. LLC	902 sf	41780/325	\$ 395.07
PUE-1	Lorraine A. Graves	84 sf	14818/207	\$ 9.24
PUE-2	Lawrence G. Bacon and Marleen R. Bacon	855 sf	8754/142	\$ 46.17
PUE-3	Dianne Hunter and Fina Mortgage Co. LLC	299 sf	41780/325	\$ 130.96
TE-1	Lawrence G. Bacon and Marleen R. Bacon	17 sf	10053/302	\$ 18.36
TE-2	Dianne Hunter and Fina Mortgage Co. LLC	68 sf	41780/325	\$ 29.78
TE-3	Dianne Hunter and Fina Mortgage Co. LLC	326 sf	41780/325	\$ 142.78

• **FINANCE COMMITTEE RECOMMENDS**

Article 14. Amend Zoning Bylaw – Ground Mounted Solar Photovoltaic Installation:

Item 1. Add the following new definition to Section 10.0 "Definitions":

Residentially-Scaled Solar Array: A residentially-scaled solar photovoltaic system, whether ground-based or rooftop-based, including ground mounted hot water collectors or other solar collector and which system has a nameplate capacity of thirty (30) kilowatts or less.

Commercially-Scaled, Land-Based Solar Array: A commercially-scaled, land-based solar photovoltaic system including ground mounted hot water collectors or other solar collector and which system has a nameplate capacity greater than thirty (30) kilowatts and does not qualify as a "Residentially-Scaled, Land-Based Solar Array."

Item 2. Amend Section 3.1.3 "Table of Use Regulations" Appendix A by adding the following under "

• **Article 9. Cedar Street Taking:**

To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow **\$6,000** for the purpose of acquiring by gift, purchase and/or eminent domain certain parcels, interests in land and/or easements identified below and as further described in a filing in the Office of the Town Clerk entitled "Proposed Cedar Street Takings" or take any other action relative thereto:

FinCom Information Bulletin – November 14, 2020

Page 5 of 8

**TOWN OF DOUGLAS
ALTERATION AND EASEMENT / RIGHT-OF-WAY DESCRIPTION
CEDAR STREET OVER BADLUCK POND OUTLET**

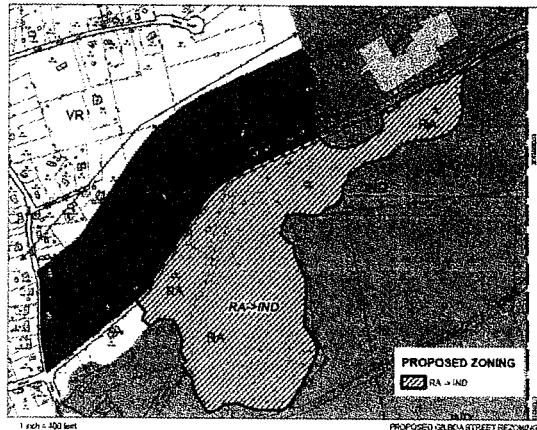
PARCEL NO.	OWNER(S)	AREA	DEED BOOK/DEED PAGE	ACQUISITION PRICE
E-1	Lawrence G. Bacon and Marleen R. Bacon	303 sf	10053/302	\$1,785.59
E-2	Dianne Hunter and Fina Mortgage Co. LLC	902 sf	41780/325	\$2,155.71
PUE-1	Lorraine A. Graves	84 sf	14818/207	\$50.42
PUE-2	Lawrence G. Bacon and Marleen R. Bacon	855 sf	8754/142	\$251.93
PUE-3	Dianne Hunter and Fina Mortgage Co. LLC	299 sf	41780/325	\$714.59
TE-1	Lawrence G. Bacon and Marleen R. Bacon	17 sf	10053/302	\$100.18
TE-2	Dianne Hunter and Fina Mortgage Co. LLC	68 sf	41780/325	\$162.50
TE-3	Dianne Hunter and Fina Mortgage Co. LLC	326 sf	41780/325	\$779.08

- FinCom voted to recommend the Article by a majority vote.

• **Article 10. Zoning Map Amendment – Gilboa Street:**

To see if the Town will vote to amend the Zoning Map for the Town of Douglas, Massachusetts:

1. Change the Rural Agricultural (RA) Zoning District to Industrial (I) on the following Town Tax Assessors Parcels: Map 138, Parcels 44, 45, and 45.1; Map 141, Parcel 67; and Map 139, Parcel 1.



TOWN OF DOUGLAS
ALTERATION AND EASEMENT / RIGHT-OF-WAY DESCRIPTION
CEDAR STREET OVER BADLUCK POND OUTLET

2020 TOWN ALTERATION

The Section of the Town highway hereby altered and laid out begins at a point on the northerly location line of the 1938 County layout of Webster Street, said point bearing N 4°06'21" W and being 40.00 feet distant from station 132+64.28 of the 1938 County baseline of Webster Street and extends thence, leaving said location line N 45°42'01" W 141.59 feet; thence by a curve to the right of 150.00 feet radius 75.09 feet; thence N 17°01'09" W 1.80 feet to the point of ending on the southwesterly location line of the Ancient Town Way of Cedar Street.

PERMANENT HIGHWAY EASEMENT 1 (E-1)

A parcel of land supposed to be owned by Lawrence G. Bacon and Marleen R. Bacon, adjoining the southwesterly location line of the Ancient Town Way of Cedar Street, the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the southwesterly location line of the Ancient Town Way of Cedar Street and on the property line dividing land of Lawrence G. Bacon and Marleen R. Bacon and land of Dianne Hunter and Fina Mortgage Co. LLC and extends thence, leaving said location line and following said property line southwesterly about 7 feet to a point on the location line of the 2020 Town alteration of Cedar Street; thence, leaving said property line and following said location line N 45°42'01" W about 8 feet; thence by a curve to the right of 150.00 feet radius 75.09 feet; thence N 17°01'09" W 1.80 feet to a point again on the southwesterly location line of the Ancient Town Way of Cedar Street; thence, following said location line southeasterly by a curve to the left about 50 feet;

thence southeasterly about 34 feet to the point of beginning; containing about 303 square feet.

PERMANENT HIGHWAY EASEMENT 2 (E-2)

A parcel of land supposed to be owned by Dianne Hunter and Fina Mortgage Co. LLC, adjoining the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, the northerly location line of the 1938 County layout of Webster Street, the southwesterly location line of the Ancient Town Way of Cedar Street, and bounded by the line described as follows:

Beginning at a point on the location line of the 2020 Town alteration of Cedar Street and on the 1938 County layout of Webster Street, said point bearing N 4°06'21" W and being 40.00 feet distant from station 132+64.28 of the 1938 County baseline of Webster Street, and extends thence, leaving said 1938 County location line and following said location line of the 2020 Town alteration N 45°42'01" W about 134 feet to a point on the property line dividing land of Dianne Hunter and Fina Mortgage Co. LLC and land of Lawrence G. Bacon and Marleen R. Bacon; thence, leaving said location line and following said property line northeasterly about 7 feet to a point on the southwesterly location line of the Ancient Town Way of Cedar Street; thence following said location line southeasterly by two courses, about 118 feet and about 18 feet, respectively, to a point again on the northerly location line of the 1938 County layout of Webster Street; thence following said location line of Webster Street westerly by a curve to the left about 3 feet to the point of beginning; containing about 902 square feet.

PERMANENT UTILITY EASEMENT 1 (PUE-1)

A parcel of land supposed to be owned by Lorraine A. Graves, adjoining the northeasterly location line of the Ancient Town Way of Cedar Street, and bounded by the line described as follows:

Beginning at a point on the northeasterly location line of the Ancient Town Way of Cedar

Street and on the property line dividing land of Lorraine A. Graves and land of Lawrence G. Bacon and Marleen R. Bacon, and extends thence, leaving said location line and following said property line easterly about 7 feet; thence, leaving said property line N 0°43'42" E about 24 feet to a point again on said location line; thence, following said location line southwesterly by two courses, about 15 feet and by a curve to the left about 10 feet, respectively, to the point of beginning; containing about 84 square feet.

PERMANENT UTILITY EASEMENT 2 (PUE-2)

A parcel of land supposed to be owned by Lawrence G. Bacon and Marleen R. Bacon, adjoining the northeasterly location line of the Ancient Town Way of Cedar Street, and bounded by the line described as follows:

Beginning at a point on the northeasterly location line of the Ancient Town Way of Cedar Street and on the property line dividing land of Lawrence G. Bacon and Marleen R. Bacon and land of Lorraine A. Graves, and extends thence, leaving said location line and following said property line easterly about 7 feet; thence, leaving said property line S 0°43'42" W about 62 feet; thence S 15°34'34" E 71.02 feet to a point again on said location line; thence following said location line by two courses: northwesterly about 48 feet and northerly by a curve to the right about 88 feet, respectively, to the point of beginning; containing about 855 square feet.

PERMANENT UTILITY EASEMENT 3 (PUE-3)

A parcel of land supposed to be owned by Dianne Hunter and Fina Mortgage Co. LLC, adjoining the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, the northerly location line of the 1938 County layout of Webster Street, and bounded by the line described as follows:

Beginning at a point on the location line of the 2020 Town alteration of Cedar Street and on the 1938 County layout of Webster Street, said point bearing N 4°06'21" W and being 40.00 feet distant from station 132+64.28 of the 1938 County baseline of Webster Street, and extends thence, leaving said 1938 County location line and following said location line of the 2020 Town alteration N 45°42'01" W 121.83 feet; thence, leaving said location line S 15°34'34" E 4.40 feet; thence S 63°32'40" W 9.50 feet; thence S 26°27'20" E 6.00 feet; thence N 63°32'40" E 9.80 feet; thence S 47°41'28" E 112.32 feet to the point of beginning; containing about 299 square feet.

TEMPORARY EASEMENT 1 (TE-1)

A parcel of land supposed to be owned by Lawrence G. Bacon and Marleen R. Bacon, adjoining the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the location line of the Town alteration of Cedar Street and on the property line dividing land of Lawrence G. Bacon and Marleen R. Bacon and land of Dianne Hunter and Fina Mortgage Co. LLC and extends thence, leaving said location line and following said property line southwesterly about 4 feet; thence, leaving said property line northwesterly about 9 feet to a point again on said location line; thence, following said location line southeasterly about 8 feet to the point of beginning; containing about 17 square feet.

TEMPORARY EASEMENT 2 (TE-2)

A parcel of land supposed to be owned by Dianne Hunter and Fina Mortgage Co. LLC, adjoining the location line of the 2020 Town alteration of Cedar Street, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the location line of the Town alteration of Cedar Street and on the property line dividing land of Dianne Hunter and Fina Mortgage Co. LLC and land of Lawrence G. Bacon and Marleen R. Bacon and extends thence, leaving said property line and following said location line southeasterly about 12 feet to a point on Parcel PUE-3, as hereinbefore described; thence, leaving said location line and following said line of Parcel PUE-3S $15^{\circ}34'34''$ E 4.40 feet; thence S $63^{\circ}32'40''$ W about 3 feet; thence leaving said line of Parcel PUE-3 northwesterly about 15 feet to a point again on said property line; thence following said property line northeasterly about 4 feet to the point of beginning; containing about 68 square feet.

TEMPORARY EASEMENT 3 (TE-3)

A parcel of land supposed to be owned by Dianne Hunter and Fina Mortgage Co. LLC, adjoining the northerly location line of the 1938 County layout of Webster Street, the location line of Parcel PUE-3, as hereinbefore described, and bounded by the line described as follows:

Beginning at a point on the northerly location line of the 1938 County layout of Webster Street and on the line of Parcel PUE-3, as hereinbefore described, and extends thence, leaving said location line of the 1938 County layout and following said line of Parcel PUE-3, as hereinbefore described, by two courses: N $47^{\circ}41'28''$ W 112.32 feet and S $63^{\circ}32'40''$ W about 2 feet, respectively; thence, leaving said line of Parcel PUE-3 southeasterly by two courses: about 31 feet and about 80 feet, respectively, to a point again on said location line of the 1938 County layout; thence, following said location line easterly by a curve to the right about 2 feet to the point of beginning; containing about 326 square feet.

TOWN OF DOUGLAS
ALTERATION AND EASEMENT / RIGHT-OF-WAY DESCRIPTION
CEDAR STREET OVER BADLUCK POND OUTLET

<u>PARCEL NO.</u>	<u>SUPPOSED OWNER</u>	<u>AREA</u>	<u>DEED REF.</u>
E-1	Lawrence G. Bacon and Marleen R. Bacon	303 S.F.	10053/302
E-2	Dianne Hunter and Fina Mortgage Co. LLC	902 S.F.	41780/325
PUE-1	Lorraine A. Graves	84 S.F.	14818/207
PUE-2	Lawrence G. Bacon and Marleen R. Bacon	855 S.F.	8754/142
PUE-3	Dianne Hunter and Fina Mortgage Co. LLC	299 S.F.	41780/325
TE-1	Lawrence G. Bacon and Marleen R. Bacon	17 S.F.	10053/302
TE-2	Dianne Hunter and Fina Mortgage Co. LLC	68 S.F.	41780/325
TE-3	Dianne Hunter and Fina Mortgage Co. LLC	326 S.F.	41780/325



Selectmen's Office Town of Douglas

MEMO

To: Board of Selectmen
From: Suzanne Kane *sk*
Administrative Assistant
Date: February 11, 2021
Re: HCA – Matriline Farms

Kevin Morse and Hal Davis met with Matriline Farms on January 5th. I sent the HCA to Kate Feodoroff who would like you to review the CI Payment Section to confirm that is what you are looking for since this will be a stand-alone cultivation/production manufacture operation (see email).

Hard copies will be in the Red Folder for signatures.

HCA Matriline Farms

Kate Feodoroff <kate@mtclawyers.com>
To: Suzanne Kane <skane@douglasma.org>

Thu, Feb 11, 2021 at 1:10 PM

Dear Suzanne:

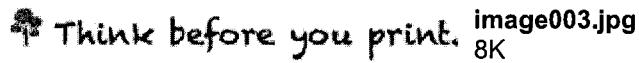
I have made the appropriate changes. The Board can review the CI Payment Section to confirm that is what they are looking for since this will be a stand-alone cultivation/product manufacture operation.

[Quoted text hidden]

3 attachments



image001.png
6K



HCA Matriline Farms

Matthew Wojcik <mwojcik@douglasma.org>

Mon, Jan 4, 2021 at 4:39 PM

To: Matriline Farms <matrilinefarms@gmail.com>

Cc: Kevin Morse <kdmorse1974@gmail.com>, Hal Davis <need@govincentives.com>, Matthew Wojcik <mwojcik@douglasma.gov>, Suzanne Kane <skane@douglasma.org>, Harold Davis <halrdavis1944@gmail.com>

Attached please find the Board's most recent cultivation/manufacturing HCA. In your case, we would not be referring to a retail operation in Douglas, we'll have to hear from you what estimator should be used to approximate the community impact fee. If you do not intend to have any of your own vertically integrated retail establishment here or elsewhere, we'd possibly substitute in language regarding your third party transactions (wholesale activity) as the basis for estimating the fee.

For the call, we will use Avaya Spaces. I will send you an invitation about 30 minutes before meeting time and ask you to login to the meeting and work out any technical glitches before the meeting is scheduled to start. You need to use Chrome as your browser and have your camera and microphone turned on and allow Avaya Spaces to access those devices on your computer.

[Quoted text hidden]

 **HCA (Dark Stream LLC) - Signed by RR (1).PDF**
387K

**Host Community
Agreement Between
Town of Douglas,
Massachusetts and
Matriline Farms, LLC**

This Host Community Agreement (this "**HCA**") is made as of February 16, 2021 (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 Matriline Farms, LLC, a Massachusetts limited liability company with a principal place of business located at 22 Chilton Avenue, Kingston, MA 02364 ("**Matriline Farms**" 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 153 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 sales made from products cultivated or manufactured at the Company's location 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 purchase price paid to the Company by wholesale 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. No retail sales, either on premises or through a CCC delivery license are permitted under this HCA.

(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 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 Cultivation and Product Manufacturing 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 Cultivation and Product Manufacturing 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 Cultivation and Product Manufacturing 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:

Matriline Farms, LLC
22 Chilton Avenue,
Kingston MA 02364
Attention: Deric Wicker, 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 Cultivation and Product Manufacturing 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 Cultivation and Product Manufacturing Marijuana Establishment. In addition, the Company shall at all times comply with all

local applicable laws and regulations regarding the operations of the Douglas Cultivation and Product Manufacturing 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 Cultivation and Product Manufacturing 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.

MATRILINE FARMS, LLC

By:

Moriah Lee Wicker, 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



**Selectmen's Office
Town of Douglas**

MEMO

To: Board of Selectmen

From: Suzanne Kane *SK*

Administrative Assistant

Date: January 29, 2021

Re: Sign Waiver – Lindsey Sarah Realty Group

In your packet is a sign application from Lindsey Emanuel which does not comply with the Sign Bylaw. She will be in attendance, either in person or remotely, to request a waiver.



Town of Douglas
Building Department
29 Depot St Douglas, MA 01516

508-476-4000 Ext 251
Fax 508-476-4012 TTY 508-476-1619

Ken Frasier
Building Commissioner

Jackie Briggs
Principal Clerk

Lindsey Emanuel
48 North Street
Douglas, MA, 01516



January 28, 2021

Re: Sign Application

You have submitted a sign application to register a sign. The property is located at 48 North Street, Douglas, MA, 01516 and in a Village Residential zoned area. You are proposing to erect an illuminated 48" x 32" sign with an area of 10.7 square feet.

Under the Douglas General Bylaws, Article 9 Sign Bylaw, a Commercial sign in the VR zone must not exceed 6 square feet or exceed 6' in height. You will need to request a waiver from the Board of Selectmen and obtain approval before I can approve the sign application.

If you have any further questions, please do not hesitate to contact our office. You can reach us at 508-476-4000 ext., 251. We will be happy to assist you in any way we can.

Sincerely

Ken Frasier
Building Commissioner

cc. Douglas Board of Selectmen



Town of Douglas
Building Department
29 Depot St Douglas, MA 01516

508-476-4000 Ext 351
Fax 508-476-4012 TTY 508-476-1619

Larry Lench
Building Commissioner/
Zoning Enforcement

Jane L Alger
Administrative Secretary

SIGN APPLICATION Date: 1/7/2021

NAME OF BUSINESS: Lindsey Sarah Realty Group

LOCATION OF SIGN: end of driveway - where pre existing sign was for Douglas
Aluminum

ADDRESS: 48 North Street Douglas, MA **PHONE #:** 508-333-7733

TYPE OF BUSINESS: Real Estate

OWNER OF BUILDING: Lindsey Widak trustee **PHONE #:** 508-333-7733

ADDRESS: 48 North Street Douglas, MA 01516

***OWNER OF BUSINESS:** Lindsey Sarah Emanuel **PHONE #:** 508-333-7733

***(If different)**

OWNER'S ADDRESS: 48 North Street Douglas

SIGN INFORMATION: Height 32" Width .05" Length 48"

MATERIAL SIGN MADE OF: Aluminum

LIGHTED: _____ **NOT LIGHTED:** Solar powered at night

SIGN REQUIREMENTS:

***ATTACH DRAWING AND METHOD OF ASSEMBLY OF SIGN** (hanging or free standing).

***PLOT PLAN** showing area of lot and where the sign is to be placed on lot.

***NOTE DISTANCES** from road and boundary lines.

***Enclose copy of CERTIFICATE OF INSURANCE.**

COMPANY NAME MANUFACTURING OR ERECTING SIGN:

Graphic Images **PHONE #:** 508-695-5600

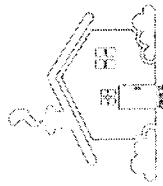
ADDRESS: 75 Washington Street Plainville, MA 02762

CONTRACTOR: Nicholas C. Bailey **LICENSE #:** CS-094268

FEES: \$25.00 **CHECK/RC #:** _____

Lindsey Sarah Emanuel
Signature

Approved by: _____ **Building Commissioner**



Lindsey Sarah Realty Group
www.lindseysarahrealty.com 508.351.7733



Lindsey Sarah Realty Group

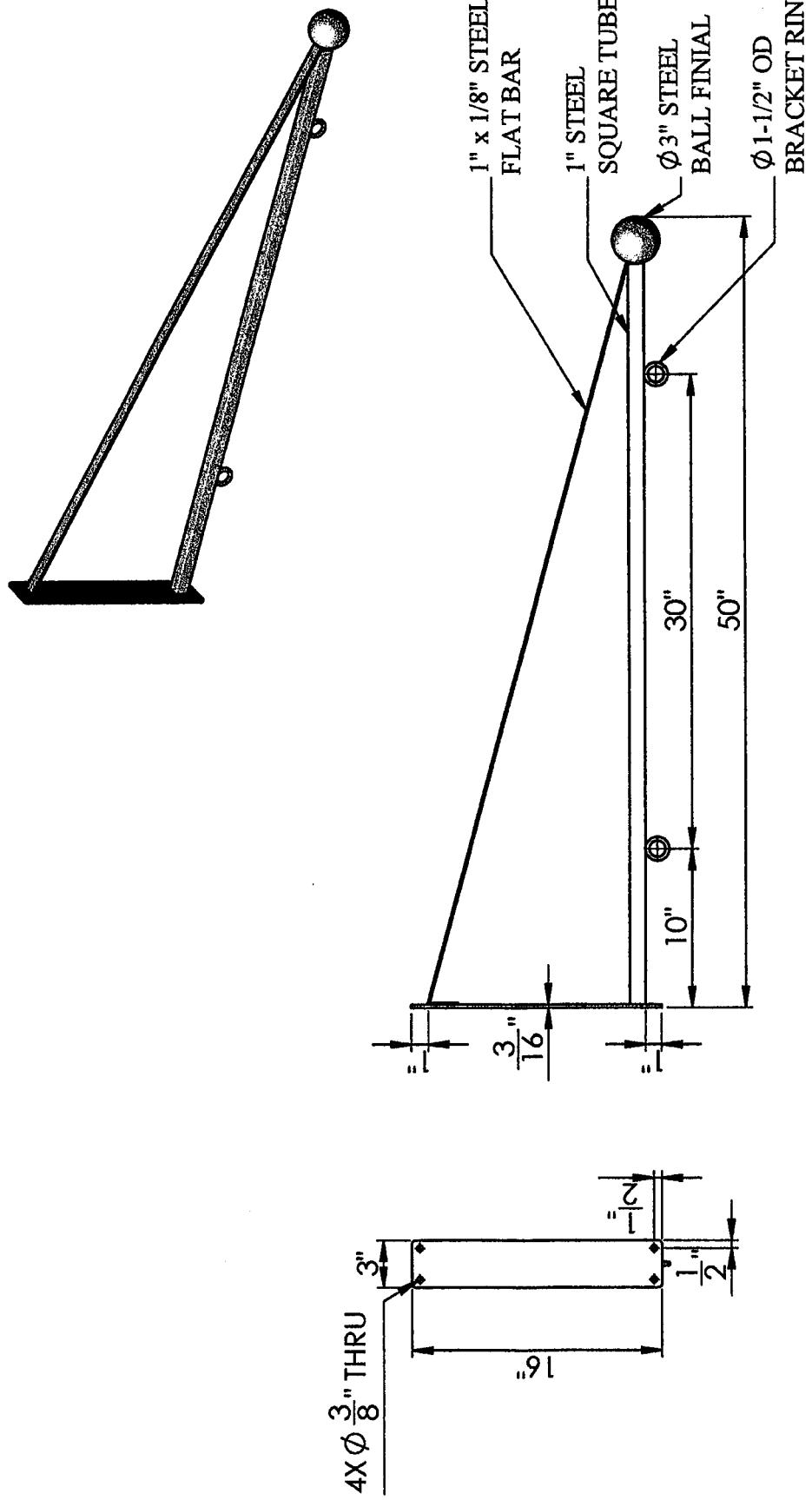
LINDSEYSARAHREALTY.COM ■ 508-333-7733

R

3 1/2"

1 1/2"

48" w x 32" h



FRONT VIEW

SIDE VIEW

Date: 06/2015
Scale: NTS
DB: CF
CB:
Order#:

Content: 50" White Triangle Ball Sign Bracket
PN: 375B-50-WHT
Color/Finish: White Powder Coat
Customer Approval: _____

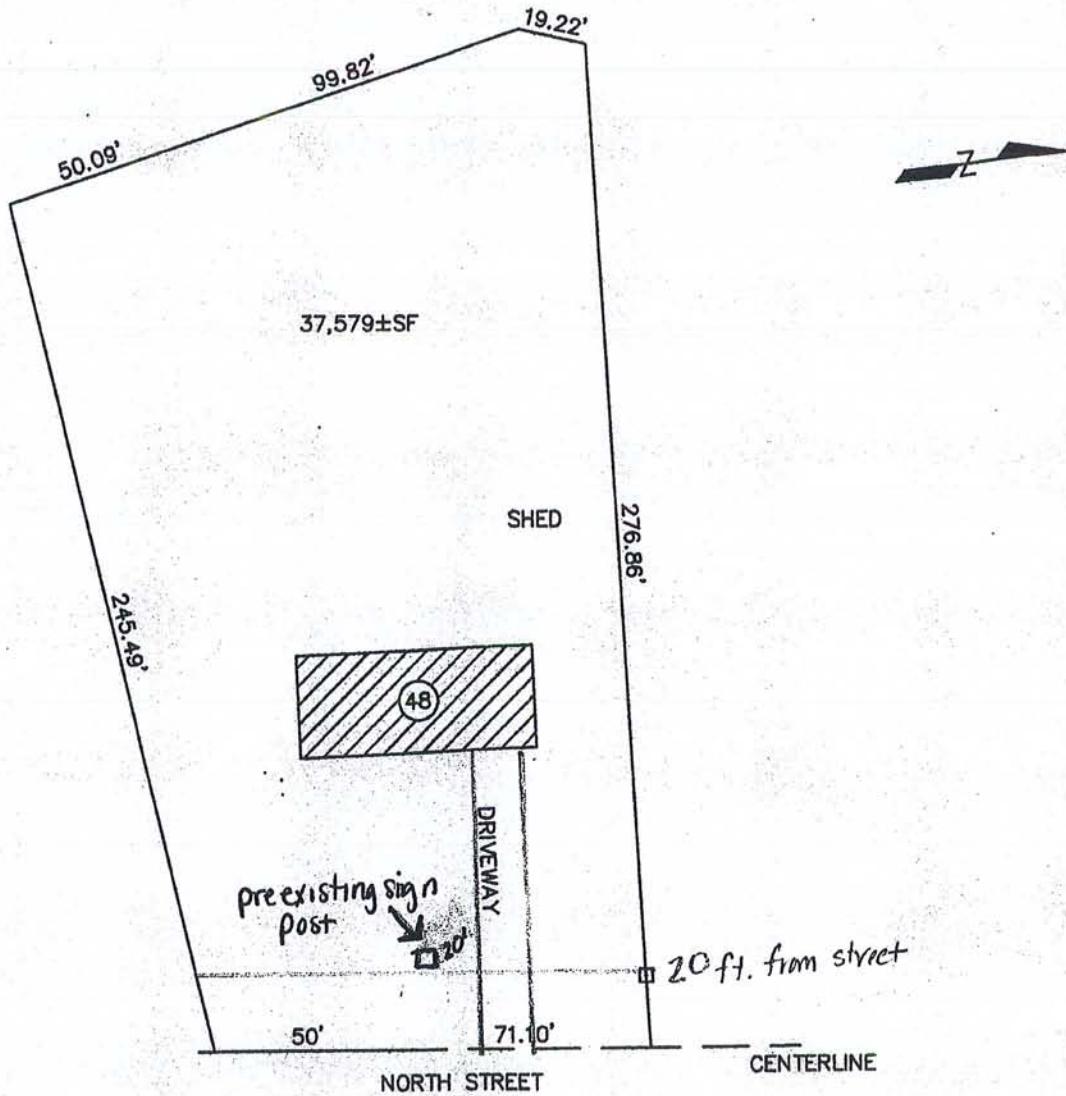
Design by Sign Bracket Store. All
visual representations and designs
are the intellectual property of Sign
Bracket Store and protected under
copyright law. Any duplication of
this design is in direct violation of
the law and will result in legal
action.
© Copyright 2008-2015

Sign Bracket Store
BY Hanes & Associates
www.signbracketstore.com

T: 888-919-7446 F: 760-603-0812







DEED REF: 51471-332; 17123-215

PLAN REF:

CERTIFICATION MADE TO: NAVIGANT CREDIT UNION

I HEREBY CERTIFY THAT THE DWELLING SHOWN ON THIS PLAN IS LOCATED ON THE GROUND APPROXIMATELY AS SHOWN AND CONFORMED TO THE DIMENSIONAL REQUIREMENTS OF THE ZONING BY-LAWS OF THE TOWN/CITY OF DOUGLAS MASS. WHEN CONSTRUCTED OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER MASS. GENERAL LAWS CHAPTER 40A SEC. 7.

I ALSO CERTIFY THAT THE BUILDING(S) SHOWN HEREON DO NOT LIE WITHIN A FEDERALLY DESIGNATED FLOOD HAZARD AREA AS DEFINED ON THE F.E.M.A. FLOOD HAZARD BOUNDARY MAP FOR THE TOWN/CITY OF DOUGLAS MASS.

THIS PLAN WAS NOT MADE FROM AN INSTRUMENT SURVEY AND IS FOR MORTGAGE PURPOSES ONLY. FURTHERMORE, IT IS NOT TO BE USED FOR THE PHYSICAL ESTABLISHMENT OF PROPERTY LINES AND/OR CERTIFICATION OF FENCES, PLANTINGS, PAVED AREAS, UTILITIES, SHEDS, ETC., OR THE CONSTRUCTION OF ADDITIONAL STRUCTURES ON THE LOT. ANY STRUCTURES/PAVED DRIVEWAYS ON LOCUS OR ABUTTING AND LOCATED NEAR PROPERTY LINES REQUIRE AN INSTRUMENT LOCATION TO DETERMINE ANY POSSIBLE ENCRONACHMENTS. CERTIFICATION IS RESTRICTED TO RESIDENCE AREA OF LOT.

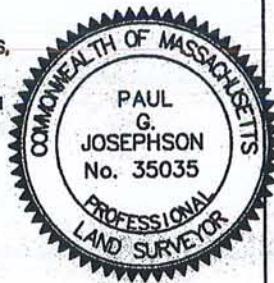
THIS CERTIFICATION IS BASED UPON THE LEGAL DESCRIPTION(S) OF THE PREMISES SHOWN HEREON WHICH WERE PROVIDED BY THE CLIENT, COUNTY, TOWN PUBLIC RECORDS, LINES OF OCCUPATION AND DOES NOT PURPORT TO REVEAL ANY INCONSISTENCIES AND/OR ENCRONACHMENTS WHICH MAY BE DISCOVERED WITH A FULL AND COMPLETE TITLE SEARCH, EXAMINATION OF ABUTTING DEEDS, OR INSTRUMENT SURVEY. NO CERTIFICATION IS HEREBY MADE WITH RESPECT TO ANY OTHER PROVISIONS OF SAID BY-LAW.

PN Associates, Inc. *[Signature]*

President

Date

09/10/20



MORTGAGE INSPECTION

PLOT PLAN

IN

DOUGLAS, MASS.

Scale 1" = 50'

P.N. ASSOCIATES, INC.

310 Oak Street
Shrewsbury, MA

508-958-2914
Fax 508-519-9198



Selectmen's Office
Town of Douglas

MEMO

To: Board of Selectmen

From: Suzanne Kane *SK*
Administrative Assistant

Date: February 16, 2021
Common Vic License Renewals
Douglas House of Pizza

Re: Little Coffee Bean

In your agenda is the backup for a Common Victualler application renewal for Douglas House of Pizza and Little Coffee Bean. I am waiting for the Fire Inspection for Douglas House. I will release the license once I have it.

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:

Business Address:

Business Name:

Mailing Address:

Phone Number

Renewal

Purpose of license

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

All year

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

Date

Owner
Title

Douglas House of Pizza
Joe Bassim

Return by December 3, 2020
4:00 PM



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

and return side

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.

- 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) 8/15/2020
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) 12/11/2021
- 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.

Little Coffee Bean
Micheline Bader

Return by December 3, 2020

4:00 PM



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

2nd notice 12/23

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.

- 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) 7/1/2020
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) 6/12/2023
- 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.

*CV11-21
ReInit 88*

**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:

Business Address:

Business Name:

Mailing Address:

Phone Number

Renewal

Purpose of
license

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

Coffee shop, Bagels, Donuts & Muffins

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.

Micheline Badr
Signature

Date

Owner
Title

Douglas Fire Department

INSPECTION REPORT

Business: Dittrich Coffees, Inc. Address: 299 Main St

Occupied at: 299 Main St Construction: Type III

Fire Protection: S.D. _____ M.D. _____ P.S. _____ Sprinkler system: None

Master Box: Y / N Central Alarm Co.: Y / N

Central Alarm Company: _____ Tel # _____ Fire: Y / N - Police Y / N

Does the building have proper number of fire extinguishers? Y / N - Type: A B C

Are all emergency exits properly marked, unobstructed and have proper hardware on them? Y / N

Remarks immediately corrected, remove cardboard from obstructing back door

Type of heating system: Oil Gas / Propane / Recycled oil Is it safely arranged? Y / N

Remarks _____

Are all electrical wiring, fuse panels and other electrical devices in proper working condition? Y / N

Remarks _____

Location of fuse panel (s): S. of R 1st fl, behind counter

Shut off locations - Water: S. of R basement Gas or propane: _____

Does the building have any hazardous materials stored, used or manufactured in it? Y / N

If yes, what kind? _____

Location of the M.S.D.S. _____ Does the Fire Dept. have updated copies? Y / N

Major / Minor violations that should be corrected are:

extinguishers need to be serviced, last date of service was 12/2019.

Recommendations made by the Fire Department:

service oil burner (last service 10/2018 per tag on boiler)
(sides of door open inward)-consider changing to outward swinging door.

Date: 2/5/21 Time: 0830 Date of reinspection, if necessary will stop in within

Signature of person in charge of property at time of the inspection: X Micheline Bassim next two weeks

Inspectors' signatures: Micheline Bassim /

miceline.bassim@hotmail.com

"Smoke Detectors Save Lives"



Suzanne Kane <skane@douglasma.org>

Board of Selectmen Question

7 messages

Paul Peterson <peterson.p@verizon.net>
Reply-To: Paul Peterson <peterson.p@verizon.net>
To: "skane@douglasma.org" <skane@douglasma.org>

Fri, Jan 22, 2021 at 12:47 PM

Hi Suzanne:

I believe that the BOS has briefly discussed the 275th anniversary of the incorporation of Douglas. (1746-2021)

One possibility is that reprints of the 250th Commemorative Book, Time and the Town, could be made available. -- I was chair of the book committee.

Let me know if there is any interest.

Paul

Suzanne Kane <skane@douglasma.org>
To: Paul Peterson <peterson.p@verizon.net>

Tue, Jan 26, 2021 at 7:50 AM

Hi Paul,

The Octoberfest Committee is planning the event with theirs. I will talk to the board about re-printing the 275th book. Do you have a digital format?

Thanks,
[Quoted text hidden]

--
Suzanne Kane

Administrative Assistant

Board of Selectmen / Town Administrator
Town of Douglas
29 Depot Street
Douglas, MA 01516
508-476-4000 ext. 200
skane@douglas-ma.gov (Please note new email address)

Kindly remember that the Secretary of State has deemed email a public record.

Paul Peterson <peterson.p@verizon.net>
Reply-To: Paul Peterson <peterson.p@verizon.net>
To: "skane@douglasma.org" <skane@douglasma.org>

Tue, Jan 26, 2021 at 8:57 AM

Hi Suzanne

The company that did the assembly and printing of the book back in 1996 (Mercantile in West Boylston) no longer has the capability to print it. I do not think that it was in 100% digital format. The only reprint option that I know of is to have a company like Higginson Book Co reproduce it through their scanning process. I was thinking that I might have them print up some copies for myself and did get a quote for 25 - 50 copies and 51 - 100 copies.(attached). I have not yet had any printed. The Higginson quote is still valid. The book has no copyright so there are no issues with reproducing it.

Since the printing in 1996 there was an effort to re-issue it and fix up a few small errors, etc. That never came to fruition. In 2005, Mercantile sent me this package of editorial mark-ups, They were cleaning out their files. I still have that package. I do not think it is necessary to do anything with these changes.

Paul Peterson

[Quoted text hidden]



Higginson Quote 001.jpg
674K

Suzanne Kane <skane@douglasma.org>

Wed, Jan 27, 2021 at 7:27 AM

To: David Cortese <davidpcortese@gmail.com>, "David P. Cortese, Esq." <Dave@corteselegal.com>, Hal Davis <need@govincentives.com>, Kevin Morse <kdmorse1974@gmail.com>, Matthew Wojcik <mwojcik@douglas-ma.gov>, Michael Hughes - Home <michaelhughes126@gmail.com>, Tim Bonin - Selectmen <tbonin6@gmail.com>

Hi everyone,

Concerning Douglas's 275th, Paul Peterson is suggesting reprinting the 250th book, "Time and the Town". There was no digital copy so he suggests having the book scanned and reprinted. He has also attached a quote for printing. Please let me know if this is something you would like to consider. I'm not sure where the money would come from.

[Quoted text hidden]



Higginson Quote 001.jpg
674K

need@govincentives.com <need@govincentives.com>

Thu, Jan 28, 2021 at 1:03 PM

To: Suzanne Kane <skane@douglasma.org>, David Cortese <davidpcortese@gmail.com>, "David P. Cortese, Esq." <Dave@corteselegal.com>, Kevin Morse <kdmorse1974@gmail.com>, Matthew Wojcik <mwojcik@douglas-ma.gov>, Michael Hughes - Home <michaelhughes126@gmail.com>, Tim Bonin - Selectmen <tbonin6@gmail.com>

Did we have any money in an arts or cultural account? How much money are we talking?

Hal

Harold R. Davis

New England Economic Development, Corp.

80 Orange Street

Douglas, MA 01516

Tel: 508-476-3900

E mail: need@govincentives.com

[Quoted text hidden]

Suzanne Kane <skane@douglasma.org>

Thu, Jan 28, 2021 at 1:08 PM

To: Hal Davis <need@govincentives.com>

Cc: David Cortese <davidpcortese@gmail.com>, "David P. Cortese, Esq." <Dave@corteselegal.com>, Kevin Morse <kdmorse1974@gmail.com>, Matthew Wojcik <mwojcik@douglas-ma.gov>, Michael Hughes - Home <michaelhughes126@gmail.com>, Tim Bonin - Selectmen <tbonin6@gmail.com>

No money that I am aware of. The cost depends on the type of publication and the number of copies printed. I can put it on a future agenda for discussion, or forward it to Octoberfest for feedback.

[Quoted text hidden]

Tim Bonin <tbonin6@gmail.com>

Thu, Jan 28, 2021 at 1:15 PM

To: Suzanne Kane <skane@douglasma.org>

Cc: Hal Davis <need@govincentives.com>, David Cortese <davidpcortese@gmail.com>, "David P. Cortese, Esq." <Dave@corteselegal.com>, Kevin Morse <kdmorse1974@gmail.com>, Matthew Wojcik <mwojcik@douglas-ma.gov>, Michael Hughes - Home <michaelhughes126@gmail.com>

I would like this to be on the next agenda.

In my eye, David Cortese would be a fine chairman of the 275th celebration.

[Quoted text hidden]

--
[Click here to conveniently schedule a time to meet or talk.](#)



Higginson Book Company, LLC

10 Colonial Road, Ste. 5 / PO Box 778 91 BELLEVUE AVE
Salem, MA 01970 13 BRISTOL, CT 06010
Phone: (978)745-7170 M-F 9-2 ET
Email: Laura.HigginsonBooks@gmail.com

PRIVATE PRINT QUOTE

*Date: 7/19/2019 *Quote is valid for 30 days.*

Name: Paul Peterson

Address:

Phone: 508-476-7011

Email: Peterson.p@verizon.net

Reprint of existing book

BOOK TITLE: "Time and the Town"

PAGE COUNT: 80p. b&w, no color

COLOR PAGES: Front and back covers only

TRIM SIZE: 8.5 x 11"

BINDING	PAPER	QUANTITY	COST PER BOOK
Standard Softcover – Black Strip, color covers	60lb Text	25-50	\$8.00
Standard Softcover – Black Strip, color covers	100lb Silk, Uncoated	25-50	\$9.00
Standard Softcover – Black Strip, color covers	60lb Text	51-100	\$7.00
Standard Softcover – Black Strip, color covers	100lb Silk, Uncoated	51-100	\$8.00
Perfectbound – Color, gloss, wrapharound cover	60lb Text	25-50	\$16.00
Perfectbound – Color, gloss, wrapharound cover	100lb Silk Uncoated	25-50	\$18.00
Perfectbound – Color, gloss, wrapharound cover	60lb Text	51-100	\$11.00
Perfectbound – Color, gloss, wrapharound cover	100lb Silk Uncoated	51-100	\$14.00

ADDITIONAL FEES:

PRE-PRESS: @ \$35 PER HOUR – To be determined. (Estimated 1-2 hrs)

Time spent scanning original books, formatting and/or editing digital files to make them print ready.

Photo editing and graphic design work are both included in the pre-press fees as well.

This is a 1 time fee and if you should re-order in the future, this fee would not apply.

SHIPPING: To be determined by final shipment weight. Will ship via UPS Ground.



Selectmen's Office Town of Douglas

MEMO

To: Board of Selectmen

From: Suzanne Kane *SK*

Administrative Assistant

Date: February 11, 2021

Re: Open and Close Town Meeting Warrant

In your agenda packet, please find a copy of the Town Meeting Checklist.

Please vote to open the warrant for the May 3, 2021 Town Meeting (Special & Annual), and close the warrant for the May 3, 2021 Town Meeting on March 16, 2021.

ATM - May 3rd

Town Meeting Checklist

Annual Town Meeting

Articles are due the last Friday in March. The Warrant is due to Town Clerk 7 days prior to the meeting for ATM, and 14 days prior for STM.

January

Send reminder to Departments Heads that Warrant Articles are due. (3/5/2021)

February 2nd

BOS 1st Meeting in February - Open and Close Warrant (use both dates in Agenda). Close - 3/16/2021

Reserve Auditorium and meeting rooms at High School. (and Rooms C102 and C103)

Post Notice on Community Bulletin Board

March

BOS 2nd Meeting in March – Review Warrant. Close

Contact the Post Office for Route and Box count and create a Bulk Mailing Voucher for the FinCom to sign. (Can't do voucher until size of flyer is known).

Contact printer for timeline and pricing. * To print 4/15/2021

Have FinCom review Warrant and sign postage voucher for Flyer.

April

BOS 1st Meeting in April – Approve & Sign Warrant. (4/6/2021)

FinCom vote on recommendations, insert recommendations and commentary into the flyer, and return to Suzanne before printer's deadline. (Public Hearing 4/13/2021)

Put Warrant and Flyer on Town's Website, and distribute to the Town Clerk, Moderator, and department heads by email. (4/15/2021)

BOS 2nd Meeting in April – Vote on Budget, Assign Motions, and Meet with the Town Moderator and Town Clerk. Send Word document to Moderator.

FinCom holds Public Meeting after BOS Vote on Budget

No later than April 15th – Give Town Clerk 6 copies of Warrant. Keep one signed copy for files. (Final Public Hearing 4/15/2021)

Take Flyers and Check to the Post Office for mailing the week before Town Meeting. April 28th or sooner

Post Meetings Prior to Town meeting for BOS and FinCom with Town Clerk.

Create Voucher for FinCom when the printing invoice comes in.

Board of Selectmen
Remote Meeting Minutes
January 19, 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: David Cortese, Harold Davis, Michael Hughes, and TA Matthew Wojcik. Timothy Bonin (absent).

Other Staff and Citizens: Paul Peterson (EDC), Building Commissioner Kenneth Frasier, Cindy Forte and Ron Morse (Dog Orphan's), Teresa Mattson and Jason Delamater (Z & T remote), and Nicholas Joannidi (EDC Applicant remote).

• **Pledge of Allegiance (00:59)**

• **Chairman's Announcements (1:24):**

In the agenda packet is a copy of a Certificate of Appreciation for Paul Peterson.

• Chairman Morse recognized Paul Peterson for serving 22 years on the Economic Development Committee. The Board thanked Mr. Peterson for his service and presented him with a Certificate of Appreciation. Mr. Peterson stated he also served on the Master Plan, and the Douglas 250th Committees.

1. Z&T Public Notice & BOS Notice to CCC – Possible Vote(s) (05:43):

In the agenda packet is a Notice of Community Outreach Meeting from Z & T, an email from Jason Delamater, dated January 12, 2021, re: Z&T, and a letter from the Selectmen to Z&T granting permission.

• Under Cannabis Control Commission guidelines, Z & T need permission from the Board of Selectmen to hold a virtual meeting. **Mr. Cortese made a motion to grant Z & T permission to hold a community outreach meeting virtually and sign the enclosed letter. Mr. Hughes seconded the motion.** Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

2. Ratify Building Commissioner Employment – Possible Vote(s) (06:14):

• TA Wojcik introduced the new Building Commissioner, Kenneth Frasier, who joined the meeting. Mr. Frasier is a resident of Douglas and was employed by the City of Worcester as a Building Inspector. The Board welcomed Mr. Frasier. **Mr. Hughes made a motion to ratify Mr. Frasier's appointment as Building Commissioner. Mr. Cortese seconded the motion.** Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

3. EDC Appointment – Nicholas Joannidi – Possible Vote(s) (13:13):

In the agenda packet is a Memo from Suzanne Kane, dated January 15, 2021, re: Appointment – EDC, and an application for EDC from Nicholas Joannidi.

• Mr. Joannidi joined the meeting remotely. Mr. Morse read from the memo, stating the EDC was in support of this appointment. **Mr. Cortese made a motion to appoint Nicholas Joannidi to fill a vacancy on the Economic Development Committee with a**

term ending June 30, 2022. Mr. Hughes seconded the motion. Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

4. Consider Sign Waiver for Dog Orphans – Possible Vote(s) (14:41):

In the agenda packet is a memo from Suzanne Kane, dated January 15, 2021, re: Sign Waiver, and a sign permit from the Dog Orphans with related documents.

- Ron Morse and Cindy Forte joined the meeting. Ron Morse went over the sign application, which did not comply with the Douglas Sign Bylaw. **Mr. Cortese made a motion to approve the sign application as presented. Mr. Hughes seconded the motion.** Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

5. Ratify Fire Chief Contract – Possible Vote(s) (19:50):

- TA Wojcik explained this is not a “Ratification”, rather a policy review. TA Wojcik went over the process and job description. The board will receive a formal notice after which the board will have 21 days to review. There will be two BOS meetings the board can act on the contract. Once the 21 days are past, the contract will take effect.

6. Approve Common Vic License Application Renewal for the Sokol Club – Possible Vote(s) (23:04):

In the packet is a memo from Suzanne Kane, dated January 15, 2021, re: Common Vic License – Sokol Club, Sokol Club Check List and Application.

- The application for a Common Victular License from the Sokol Club is complete. **Mr. Hughes made a motion to approve the Common Victular’s License for the Sokol Club as presented. Mr. Cortese seconded the motion.** Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

7. Sign Tellstone MOA or Authorize TA to Sign – Possible Vote(s) (24:23):

In the packet is a memo from Suzanne Kane, dated January 15, 2021, re: Tellstone MOA.

- The MOA was approved at the boards January 5th meeting, however the MOA was drafted for the TA to sign and the board did not vote to authorize him to sign. Suzanne Kane reported she included a signature page for the board if they chose to sign it, however, she would not use it if the board voted to authorize the TA to sign. **Mr. Hughes made a motion to authorize the Town Administartor, Matthew Wojcik, to sign the Tellstone MOA as presented. Mr. Cortese seconded the motion.** Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

8. Approve & Sign Consent and Determination with Sutton – Possible Vote(s) (25:00):

In the agenda packet is a letter from KP Law, dated January 14, 2021, Re: Determination and Consent Pursuant to MA Rules of Professional Conduct, Rule 1.7 – Representation of the Town of Douglas and Sutton Intermunicipal Agreement for Building Commissioner Services – Blackstone Logistics Center Project, and a Determination letter.

- TA Wojcik explained the Blackstone Logistics Center Project is proposed for land in Douglas, Sutton, and Uxbridge. The three towns met and decided to use the Building Commissioner from Sutton, rather than from each community. **Mr. Hughes made a motion to approve using the Town of Sutton's Building Commissioner services as disclosed in the January 14, 2021 KP Law letter included in the packet.** Mr. Cortese seconded the motion. Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

9. Minutes (27:54):

- January 5, 2021: **Mr. Hughes made a motion to approve the minutes of January 5, 2021 as presented. Mr. Cortese seconded the motion. Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**
January 5, 2021 Executive Session: **Mr. Hughes made a motion to approve the Executive Session minutes of January 5, 2021, retaining all. Mr. Cortese seconded the motion. Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

10. Administrators Report & COVID – 19 Update (28:48):

- Concerning the Blackstone Logistics Center Projects mentioned in item 8 of the agenda, TA Wojcik reported there will be a second important agreement that will deal with the process & rules for assessing the property for purposes of taxation. The tentative agreement will state the three communities will jointly hire a certified real-estate appraiser. He explained the process and approach. He stated the agreement should also detail the basis for allocating tax proceeds. The plan is to have it before the board in the next two or three months.
- TA Wojcik reported Douglas is averaging 20 – 24 COVID cases per week. He stated the town is averaging 3-5 new cases a day, with the rest of the state and country on the same basic path. Concerning Vaccines, TA Wojcik went over the Federal Guidance for the states regarding vaccinations. In order to be compliant, states had to submit a vaccine plan by a date certain. The states did, however there has been no word since. He feels this is because of the differences in the two vaccines and how they are stored. The Town's goal is to be ready for a roll out on the town level. He stated that planning started this morning with the assignment of staff to specific tasks, he feels we are in good shape. He stated the EOC is meeting again on Friday morning. TA Wojcik stated he would like to go to MA DHP and MEMA to request vaccines, and to say the town is ready to give vaccinations, but also ready to test the plan. TA Wojcik reported that Douglas medics are being vaccinated in Southbridge. The town is also running a COVID Testing program. Public Safety employees are getting tested twice a week with a two day turn around for results.
- Concerning the budget, TA Wojcik feels there will be a lot of personnel changes over the next three years due to retirement. There has been 4 this year. All of these have an impact on the budget. He stated he is halfway through the personnel budget. He stated he should have a document for the board to review the week of February 1st. He stated most of the changes will be on the personnel side. TA Wojcik stated he is trying to address longevity for those employees who have been at the top step for many years. He is trying to address it in a way that is fair and affordable to the town. He is suggesting

keeping COLA's to a low level this year which will give him the flexibility to bring up the long term employees – then talk about COLA's for everyone next year.

- TA Wojcik reported the town has locked into a 5 year electric contract. It is believed rates will be almost doubled within the next 2-3 years, which puts Douglas in a good position.
- TA Wojcik updated the board on the Cedar Street Bridge Project. The estimated cost was \$825,000. The town has a \$500,000 grant so they expected to use a years' worth of Chapter 90 funds to finish the project. There were 16 pre-qualified bids with the lowest bid coming in at approximately \$640,000.
- Concerning Public Safety Radio's, TA Wojcik reported they are still reviewing the contract and making progress. He stated Spectrum is now offering help with installation.
- Concerning the EDC project they have been having a lot of meetings to map out the process that needs to be followed. He will be posting the EDC Project Coordinator position soon.

11. Open Session for Topics Not Reasonable Anticipated 48 Hours in Advance of the Meeting (55:57):

- There were no topics.

12. Executive Session – Collective Bargaining/Contract Negotiations (56:18):

- Mr. Hughes made a motion at 7:56 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: 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 8:07 pm.

Mr. Hughes made a motion at 8:43 pm to return to regular session for the purpose of adjournment. Mr. Cortese seconded the motion. Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

11. Adjournment (56:18):

Mr. Hughes made a motion to adjourn at 8:43 pm. Mr. Cortese seconded the motion. Roll Call Vote: David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

Respectfully submitted,



Suzanne Kane
Administrative Assistant



Selectmen's Office Town of Douglas

MEMO

To: Jeanne Lovett, Finance Director
John Furno, Highway Superintendent

From: Matthew Wojcik
Town Administrator

Date: February 8, 2021

Re: Deficit Spending Snow & Ice Account

In accordance with MGL Chapter 44, Section 31D, as amended, I hereby authorize the Highway Department to incur liability and make expenditures from the Snow & Ice Account in the amount of \$75,000 beyond the current approved amount of \$199,950.

This increase will allow the Department to cover the overage incurred by the response to the snowstorm of February 7, 2021 and ongoing activities this week (forecasted) as well as, hopefully, the remainder of the winter season.

Therefore, the total spending authorization for the Snow & Ice account is now set at \$274,950.