

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

7:00 pm

- Call to Order by Roll Call
 - Pledge of Allegiance
 - Chairman's Announcements
1. Appoint COA Alternate to Full Member – Ducharme – Possible Vote(s)
 2. Approve Nexamp Project PILOT Amendment – Possible Vote(s)
 3. Review Amended Warrant – Possible Vote(s)
 4. Approve Minutes – Possible Vote(s)
 5. Administrators Report & COVID – 19 Update
 - Deficit Spending Snow & Ice
 6. Open Session for Topics Not Reasonably Anticipated 48 Hours in Advance of the Meeting
 7. Executive Session – Collective Bargaining & Litigation
 8. Adjournment

Future Agenda Items:

April 6th: Approve & Sign Warrant

**TBD: Pole Petition – 26285172 – West Street, Chapter 61 Request – Coppola
Bald Hill Road**

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: 123456If

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
Meeting Minutes
March 16, 2021

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

• **Pledge of Allegiance (00:09)**

• **Chairman's Announcements (00:32):** There were no announcements

1. Appoint COA Alternate to Full Member – Ducharme – Possible Vote(s) (00:36):

In the agenda is a memo from Suzanne Kane, dated March 11, 2021, re: COA – Appoint Alternate to Full Position, and an email from Patrice Rousseau, dated March 4, 2021, subject: COA Board.

• The Council on Aging requested the Board appoint James Ducharme as a full member due to two openings on the Council. Mr. Ducharme is currently an Alternate member of the Council. It was noted that Ms. Kane's memo had Mr. Ducharme as John, rather than James. **Mr. Morse made a motion to appoint Mr. Ducharme as a Full Member of the COA for a term ending June 30, 2022. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

2. Approve Nexamp Project PILOT Amendment – Possible Vote(s) (02:15):

In the agenda is an email from Matthew Wojcik, dated March 10, 2021, Subject: FW: 170 West St. Douglas, MA – Nexamp Project PILOT Amendment, a draft copy of the Amendment 1 Agreement Regarding Payment in Lieu of Personal Property Taxes, and a copy of the original Payment in Lieu of Personal Property Taxes for Douglas Renewables, LLC.

• TA Wojcik reported Douglas Renewables is adding a battery array which changes the inventory that is taxed. **Mr. Hughes made a motion to approve Douglas Renewables, LLC's Amendment 1 POLOT Agreement as presented. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

Voted during Open Session after Executive Session at 8:23 pm. Michael Hughes made a motion to authorized Chairman Kevin Morse to sign Douglas Renewables, LLC's Amendment 1 POLOT Agreement. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

3. Review Amended Warrant – Possible Vote(s) (05:20):

In the agenda is a memo from Suzanne Kane, dated March 12, 2021, re: Review Warrants, and a copy of the draft ATM and STM warrants.

- TA Wojcik went over the changes in the Warrants.

4. Approve Minutes – Possible Vote(s) (09:11):

In the agenda are copies of the March 2nd Regular and Executive Session Minutes.

- **March 2, 2021 Regular Session:** Mr. Hughes made a motion to approve the minutes of March 2, 2021 as presented. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.
- **March 2, 2021 Executive Session:** Mr. Hughes made a motion to approve the March 2, 2021 Executive Session Minutes, adding “Executive Session” to the title, and retain all. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

5. Administrator’s Report & COVID – 19 Update (11:31):

In the agenda is a memo from TA Wojcik, dated March 1, 2021, re: Deficit Spending Snow & Ice Account.

- **COVID:** TA Wojcik reported COVID levels have been going up & down, but are currently between 8-9 active cases. He stated the Uxbridge Community Vaccination Clinic has been approved and will roll out next week. Residents must go through the State website to register.
- **Snow & Ice (13:43):** TA Wojcik gave notice of snow and ice deficit spending not to exceed \$75,000.
- **Public Safety Negotiations (14:43):** TA Wojcik reported negotiations with the two public safety unions are going well and they should have a signed document to present to the Board soon. He pointed out there are two place holders on Town Meeting for funding.
- **Capital Improvement (15:16):** TA Wojcik reported the Capital Committee is recommending expending \$639,000 to fund:
 - 1 Ton Truck for use by both the Building Maintenance and Fire Department; Adam Furno works in both departments,
 - Generator for the Municipal Building, and
 - Replace Municipal Roof.

TA Wojcik stated the proposal to replace the Fire Engine was postponed – repairs were done for now.

- **Fuel Spill (19:41):** TA Wojcik gave the board an update on the oil spill in the Municipal Center, reporting MIIA has a reserve on the claim of \$400,000. He reported the oil penetrated under the pad the boiler is on. He stated this mechanical failure is going to put the Town over 400% in premium in regards to claim activity. He is activity looking into other options for coverage.

- **EDC Grants (22:26):** TA Wojcik reported the Town has filed interest in the “Community One Stop for Growth” program through the State for EDC grants. He heard the Town’s application should be viable.
- **E-Permitting (23:26):** TA Wojcik reported the Town went live and received the first application.
- **Budget (25:01):** TA Wojcik reported he is close to being ready to share the budget with the Board and FinCom. His plan is to use One Drive & Share Point, but there is currently an issue with including users outside the douglas-ma.gov organization. He has it set up for each department to review and sign through this feature. Mr. Bonin asked if the Board would be meeting with the Department Heads prior to Town Meeting. TA Wojcik suggested a special meeting. **By consensus of the Board, the board will meet on March 30th for a budget discussion and to meet with department heads only.**

6. Open Session for Topics Not Reasonable Anticipated 48 Hours in Advance of the Meeting (41:21): There were no topics.

7. Executive Session – Collective Bargaining & Litigation (42:34):
Mr. Bonin made a motion at 7:42 pm to go into Executive Session for the purpose of Collective Bargaining & Litigation, and to return to Regular Session for the purpose of adjournment. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye. The meeting was moved to the Selectmen’s Office and reconvened at 7:50 pm.

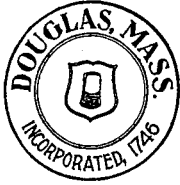
Mr. Bonin made a motion at 8:25 pm to return to regular session for the purpose of adjournment. Mr. Hughes seconded the motion. **Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.** * See item 2 for an additional vote taken out of order.

8. Adjournment:

Mr. Hughes made a motion at 8:25 pm to adjourn. Mr. Cortese seconded the motion. **Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

Respectfully submitted,


Suzanne Kane
Administrative Assistant



Selectmen's Office
Town of Douglas

MEMO

To: Board of Selectmen

From: Suzanne Kane 
Administrative Assistant

Date: March 11, 2021

Re: COA – Appoint Alternate to Full Position

Two members of the COA resigned last month. Mr. Ducharme was appointed as on Alternate member on January 21, 2020. At the request of the committee and COA Director, please appoint **John Ducharme as a Full member for a term ending June 30, 2022.**



Suzanne Kane <skane@douglasma.org>

COA Board

2 messages

Patrice Rousseau <prousseau@douglasma.org>
To: Suzanne Kane <skane@douglasma.org>

Thu, Mar 4, 2021 at 10:55 AM

Hi Suzanne, James Ducharme was my alternate board member. He is now going to be a full board member since the resignation of the Walls spot is open. Do I have to let the Selectman know?

Thank you,

Patrice Rousseau
Director/Outreach Case Manager
Douglas Adult Social Center
(508)476-2283
Fax (508) 476-1681

Suzanne Kane <skane@douglasma.org>
To: Patrice Rousseau <prousseau@douglasma.org>

Mon, Mar 8, 2021 at 1:58 PM

I will have the Selectmen make the appointment. You will still have one opening.

[Quoted text hidden]

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Please change my email address to skane@douglas-ma.gov.

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.

Suzanne Kane

From: Matthew Wojcik
Sent: Wednesday, March 10, 2021 4:26 PM
To: Suzanne Kane
Cc: Beth Mackay
Subject: Fw: 170 West St. Douglas, MA - Nexamp Project PILOT Amendment

Rich has approved as to form and the numbers are fine to me (Beth - do you agree with the values?).

If Beth says values are OK, please put this in BOS agenda for next meeting for approval.

From: Richard Bowen <richbowen1@hotmail.com>
Sent: Wednesday, March 10, 2021 4:14 PM
To: Matthew Wojcik <mwojcik@douglas-ma.gov>
Subject: Re: 170 West St. Douglas, MA - Nexamp Project PILOT Amendment

Matt,
More money? Yes sir!
I approve as to form!
Rich

On Mar 10, 2021, at 4:01 PM, Matthew Wojcik <mwojcik@douglas-ma.gov> wrote:

Rich, could you please review the attached proposed language as to form, please? Thank you. The numbers are fine, always like it when someone says they want to give us more revenue.

From: Dale Eddy <deddy@nexamp.com>
Sent: Wednesday, March 10, 2021 2:19 PM
To: Matthew Wojcik <mwojcik@douglas-ma.gov>
Subject: 170 West St. Douglas, MA - Nexamp Project PILOT Amendment

Dear Mr. Wojcik,

I hope you are both doing well despite these difficult times. My name is Dale Eddy and I am an associate with Nexamp's Energy Storage Team. I am reaching out regarding our solar project, Douglas Renewables, located at 170 West Street. The solar array under construction is 4.9 Megawatts (MW) Alternating Current (AC) and Nexamp plans to add the permitted 6,000 kWh energy storage system to the site in the coming weeks. I had previously reached out to Ms. MacKay who gave me your information.

Because the energy storage system was not included in the initial PILOT agreement discussions, we are proposing the enclosed amendment to the PILOT agreement to account for the storage capacity. The amendment addresses the addition by modifying the existing Payment Schedule (Exhibit B), increasing the PILOT payment on a \$/MW amount, and updating the Inventory list (Exhibit C).

At your convenience, please review the attached amendment and contact me with any questions.

Thank you,
Dale Eddy
Business Development Associate – Energy Storage
Nexamp | www.nexamp.com
Phone: 978.395.7112

<Douglas Renewables - Town of Douglas - Amendment 1 to PILOT - 2.12.21.pdf>

**AMENDMENT 1
TO
AGREEMENT REGARDING PAMENT IN LIEU OF PERSONAL PROPERTY TAXES**

This Amendment to the agreement regarding Payment in Lieu of Personal Property Taxes (this "Amendment") is effective as of _____, 2021, by and between the TOWN OF DOUGLAS, a municipal corporation duly established and existing under the laws of the Commonwealth of Massachusetts (the "Town"), and DOUGLAS RENEWABLES, LLC, a Delaware limited liability company (the "Developer"). Hereinafter, the Developer and the Town may each be referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Developer and Town executed and entered into that certain agreement entitled "Payment In Lieu Of Personal Property Taxes" dated June 4, 2019 (the "PILOT") regarding a certain Project located at the Project Site in Douglas, Massachusetts; and

WHEREAS, the PILOT contemplates increases to the amount of annual payments in lieu of taxes based on capital improvements to the Project which result in increases in the generating capacity of the Project; and

WHEREAS, the Developer desires to incorporate an energy storage system (the "ESS") into the Project, which will increase the value of the Project without materially increasing the Project's generating capacity; and

WHEREAS, Parties desire to amend the PILOT to account for the incorporation ESS into the Project and the Inventory;

NOW, THEREFORE, in consideration of the terms of the PILOT, the mutual covenants contained therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment shall have the meaning as defined in the PILOT unless otherwise defined herein.
2. **Amount of Payment In Lieu Of Personal Property Tax.** The PILOT is hereby amended by deleting Exhibit B of the PILOT in its entirety and replacing it with Exhibit B as attached hereto. The Parties agree and acknowledge that the addition of the ESS to the Project increases the Project's value without materially changing the generating capacity of the Project, that the increase to the amount of the annual payments in lieu of taxes pursuant to this Amendment is made to account for the addition of the ESS, and that no other increase to the amount of the annual payments with respect to the ESS is required pursuant to the PILOT.
3. **Inventory.** The PILOT is hereby amended by deleting Exhibit C of the PILOT in its entirety, and replacing it with Exhibit C as attached hereto. The Parties agree and acknowledge that the ESS is the personal property of the Project subject to the PILOT, that the ESS is hereby incorporated into the Project's

Inventory, that the Project's Inventory is updated hereby, and that the Parties' obligations with regard to the ESS under section 4 of the PILOT are satisfied hereby.

4. Commencement Date. The increase in the annual payment in lieu of taxes pursuant to section 2 of this Amendment shall commence on the first quarterly payment date (as set forth in section 1 of the PILOT) of the first full Contract Year (as defined in Exhibit B) to occur after the Developer receives from the local electric utility written authorization to interconnect and commence operation of the ESS.

5. Ratification. This Amendment contains the Parties' entire agreement, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Amendment, other than the PILOT. By entering into this Amendment, the Parties ratify and confirm their entry into and acceptance of all of the PILOT provisions as amended. Furthermore, the Parties hereby ratify and confirm all other provisions of the PILOT. This Amendment shall be governed by the terms and provisions of the PILOT, as amended.

6. Counterparts. This Amendment may be executed in counterparts. Electronic signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a photocopy of this Amendment in any court or arbitration proceedings between the Parties.

[The remainder of this page is left intentionally blank. Signatures to follow.]

IN WITNESS WHEREOF, the undersigned declare this Amendment 1 to the agreement regarding Payment In Lieu of Personal Property Taxes to be executed for its stated purpose.

TOWN

DEVELOPER

TOWN OF DOUGLAS

DOUGLAS RENEWABLES, LLC

By: _____

By: _____

Name:

Name: Chris Clark

Title: Senior Vice President

Title:

EXHIBIT B**AMOUNT OF PAYMENT IN LIEU OF PERSONAL PROPERTY TAX**

Assuming Project size of 6.5 MW (DC), the payments would be per the following schedule, which reflects \$7,500 per MW (DC) and a 2.5% per annum escalation factor, and would be increased to account for incorporated ESS as set forth below. Project size is subject to adjustment per the terms of the Agreement.

<u>Contract Year</u>	<u>Annual Payment per MW (DC) without Energy Storage</u>	<u>Annual Payment per MW with Energy Storage</u>	<u>Annual Payment 6.5 MW DC (with Energy Storage)</u>
1	\$7,500	\$8,250	\$53,625
2	\$7,688	\$8,456	\$54,966
3	\$7,880	\$8,668	\$56,340
4	\$8,077	\$8,884	\$57,748
5	\$8,279	\$9,106	\$59,192
6	\$8,486	\$9,334	\$60,672
7	\$8,698	\$9,567	\$62,189
8	\$8,915	\$9,807	\$63,743
9	\$9,138	\$10,052	\$65,337
10	\$9,366	\$10,303	\$66,970
11	\$9,601	\$10,561	\$68,645
12	\$9,841	\$10,825	\$70,361
13	\$10,087	\$11,095	\$72,120
14	\$10,339	\$11,373	\$73,923
15	\$10,597	\$11,657	\$75,771
16	\$10,862	\$11,948	\$77,665
17	\$11,134	\$12,247	\$79,607
18	\$11,412	\$12,553	\$81,597
19	\$11,697	\$12,867	\$83,637
20	\$11,990	\$13,189	\$85,728

NOTE 1: a "Contract Year" begins on the later to occur of (i) July 1, 2019, or (ii) the first fiscal year following the first January 1 on which all or a portion of the Project has been commissioned as set forth in section 1 of this agreement (the "Term Commencement"), or an anniversary of the Term Commencement Date; such that Contract Year 1 begins on the Term Commencement Date, Contract Year 2 begins on the one-year anniversary of the Term Commencement Date, etc.

NOTE 2: annual payments in lieu of taxes which include Energy Storage begin on the first quarterly payment date (as set forth in section 1 of this Agreement) of the first full Contract Year to occur after the Developer receives from the local electric utility written authorization to interconnect and commence operation of the ESS

EXHIBIT C

CATEGORIES OF INVENTORY

Component	Size/Model	Manufacturer	Cost
Solar Modules	385W Modules	JA Solar	\$2,898,239
Inverters	2,500kVA	SMA	\$242,475
Racking	Terraglide	Terrasmart	\$775,800
Transformer	2,500 kVA	SMA	\$164,542
Energy Storage	3,000 kWh BESS	IHI	\$2,018,744
Monitoring	Powertrack	Also Energy	\$14,450
			\$ 6,172,050

2019 - 2039

ORIGINAL

PAYMENT IN LIEU OF PERSONAL PROPERTY TAXES

This Agreement for Payment in Lieu of Taxes for Personal Property (hereinafter the "Agreement") is made and entered into as of the 4th day of June, 2019 by and between **Douglas Renewables, LLC**, a Delaware limited liability company (hereinafter "Developer"), or its assign, and the **Town of Douglas**, a municipal corporation duly established and existing under the laws of the Commonwealth of Massachusetts with an address of 29 Depot Street, Douglas, Massachusetts 01516 (hereinafter the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build, own and operate a photovoltaic generating facility and ancillary equipment (the "Project") with an expected nameplate capacity of approximately 6.5 MW DC on approximately 31 acres of lease area on a parcel of land located off of West Street, Douglas, Massachusetts, as more particularly described in Exhibit A (the "Project Site"); and

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes on the Project, in accordance with Chapter 59, Section 38H of the General Laws of Massachusetts, as amended (Acts of 1997 Chapter 164, Section 71(b), as amended) (hereinafter the "PILOT Statute") and the Massachusetts Department of Revenue regulations adopted in connection therewith; and

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement; and

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any statutory personal property taxes to which it might otherwise be subjected under Massachusetts law, and this Agreement will provide for the exclusive payments in lieu of such personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the Town to the Project, including but not limited to, water and sewer services, and similar payment obligations not in the nature of personal property taxes or substitutes for such taxes that Developer is otherwise obligated to pay the Town; and

WHEREAS, the Town is authorized to enter into this Agreement with Developer, provided the payments in lieu of personal property taxes over the life of the Agreement are expected at inception to approximate the personal property tax payments that would otherwise be

determined under Chapter 59 of the General Laws of Massachusetts based upon the full and fair cash valuation of the Project; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW, THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. PAYMENT IN LIEU OF PERSONAL PROPERTY TAXES.

Developer agrees to make payments to the Town in lieu of personal property taxes beginning July 1, 2019 for a period of twenty (20) consecutive years (hereinafter the "Term"), commencing with Fiscal Year 2020 (the first quarterly payment date being August 1, 2019), and ending with fiscal tax year 2040 (the last quarterly payment date being May 1, 2039), the amount per year in Exhibit B. Each annual payment will be paid to the Town in four (4) equal quarterly installments on or before August 1, November 1, February 1 and May 1 of each fiscal tax year during the term of this Agreement and the annual payment amount and payment date will be noted on a quarterly bill issued by the Town to the Developer. Notwithstanding the foregoing, in the event that all or a portion of the Project has not been commissioned as of January 1, 2020, the Term will be adjusted to begin with the first fiscal year following the first January 1 on which all or a portion of the Project has been commissioned. Except to the extent that Paragraphs 2, 3 and 4 of the Agreement provide otherwise, Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in Exhibit B, and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in Exhibit B.

2. IMPROVEMENTS OR ADDITIONS, RETIREMENTS.

To the extent that Developer, at its sole option, makes any capital improvements to the Project or adds additional personal property on or after the Project achieves its Commercial Operation Date (hereinafter the "Completion Date"), the remaining payments in lieu of taxes will be increased as described in Paragraph 3. To the extent that Developer, at its sole option, retires or removes any capital improvements from the Project or retires or reinvests any personal property from the Project on or after the Completion Date, the remaining payments in lieu of taxes will be decreased as described in Paragraph 3. Notwithstanding the foregoing, consistent with applicable Massachusetts Department of Revenue regulations, only the addition of equipment on or after the Completion Date that adds value to the Project (not including replacement of existing equipment, machinery and pollution control and other equipment that is exempted from local property taxes) will lead to an increase in the payments in lieu of taxes due

under this Agreement. No additional payments in lieu of property taxes will be due or required for (i) replacement of personal property or equipment or machinery that is nonfunctional, obsolete or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance or (ii) pollution control or other equipment that is exempted from taxation by the provisions of Chapter 59, Section 5 (44) of the General Laws of Massachusetts or other applicable laws or regulations in effect from time to time or (iii) equipment installed as required by or in response to any statute, law, regulation, consent decree, order or case mandating additional control of any emission or pollution.

3. CALCULATION OF ADJUSTMENT.

Except as otherwise provided in Paragraph 2, to the extent that on or after the Completion Date, Developer makes capital improvements to the Project or adds new personal property or equipment to the Project that would increase the generating capacity of the Project and thereby increase the value of the Project under applicable Massachusetts Department of Revenue regulations, the remaining annual payments in lieu of taxes under this Agreement will be increased by the percentage increase in generating capacity. To the extent that on or after the Completion Date, Developer retires or removes property from the Project to decrease the generating capacity of the Project, the remaining annual payments in lieu of taxes under this Agreement will be decreased by the percentage decrease in generating capacity.

4. INVENTORY.

During the Term, within six (6) months after the Completion Date, the Parties will agree on a mutually acceptable inventory of personal property incorporated into the Project as of the Completion Date (hereinafter the "Inventory"). The Inventory will itemize all personal property subject to taxation and adjustment pursuant to Paragraph 3 and all personal property exempted from taxation and adjustment pursuant to Paragraph 3 and will identify the aggregate value of each category of the personal property (such categories to be mutually agreed to by the Parties). The general categories for the Inventory are listed in Exhibit C. The Parties agree that the categories include all costs for taxable items that will be incurred by Developer in completing the Project. The Town, its officers, employees, consultants and attorneys will have the right to inspect the Project, at reasonable times and upon reasonable notice and subject to compliance with all Developer's safety requirements, in connection with the preparation of the Inventory. Upon request by the Town, Developer will update the Inventory annually on or before September 30 of each year following the first anniversary of the Completion Date, and an updated written Inventory (together with a statement regarding the Project's generating capacity) will be provided to the Town on or before October 15 of each year.

The Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project at reasonable times and on reasonable prior notice to Developer, subject to the Town agreeing to comply with all Developer safety requirements, and to review documents in the possession of Developer that relate to the inventoried property for the purpose of verifying that Developer has accurately updated the Inventory.

5. PAYMENT COLLECTION

The parties hereto agree that the provisions of Chapter 60 of the General Laws of Massachusetts and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were real property taxes due and payable to the Town. The Developer acknowledges that if it is not Owner of the Project Site then the Owner of the Project Site has expressly agreed to this provision in the Site Lease to the Project Site. The Developer as owner of the Inventory (also known as "the Property") hereby expressly agrees and assents to this provision of this paragraph.

6. TAX STATUS, SEPARATE TAX LOT.

The Developer expressly understands that the Town will continue to assess the real estate on which the project is constructed at its full and fair cash value (not including the solar facility improvements) and that the Developer or other record owner of the Project Site from time to time shall be required to pay real estate taxes due as a result of this assessment as required by the applicable provisions of the General Laws of Massachusetts. However, the Town, during the term of this Agreement, shall not assess Developer (or other record owner of the Project Site) for any personal property taxes with respect to the Project or the Property to which Developer (or such other record owner) might otherwise be subject under Massachusetts law. For avoidance of doubt, the Town agrees that during the Term this Agreement will exclusively govern the payments of all personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project and the Property, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the Town for excise taxes on vehicles due pursuant to Chapter 60A of the General Laws of Massachusetts and for services provided by the Town to the Project, including but not limited to, water and sewer services. Further, the Town agrees that during the Term no personal property taxes will be due from or assessed to Developer regarding the Property or the associated personal property other than the payments in lieu of taxes described in this Agreement.

7. SUCCESSORS AND ASSIGNS.

This Agreement will be binding upon the successors and assigns of Developer as owner of the Project, and the obligations created hereunder will run with the Property and the Project.

Developer may assign this Agreement in whole or in part with the advance written consent of the Town, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, in the event that Developer sells, transfers, or assigns the Property and/or all or substantially all of its interest in the Project, this Agreement shall (without prior notice to or consent of the Town) be assigned to and will thereafter be binding on such purchaser, transferee or assignee as may thereafter own and hold title to the Project and the Property.

8. STATEMENT OF GOOD FAITH.

The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with Chapter 59, Section 38H of the Massachusetts General Laws. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants.

The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

9. ADDITIONAL DOCUMENTATION AND ACTIONS.

Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications,

certifications, instruments and other documents and papers that the exercising Party may be so reasonably required to obtain.

10. NOTICES.

All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and given to the Parties at their respective addresses set forth below, and shall be deemed given when delivered, if personally delivered, or upon the third day after deposit with the United States Postal Service, if mailed by United States registered or certified mail, postage prepaid, return receipt requested, or upon the day following deposit with a nationally recognized overnight courier, if sent overnight by such courier. Either Party may change the address to which future notices should be sent hereunder by providing written notice of such change of address to the other Party in accordance with the notice provisions of this paragraph.

To Developer: Douglas Renewables, LLC
Attn: Chris Clark, SVP
101 Summer Street, 2nd Fl
Boston, MA 02110
cclark@nexamp.com

To Town: Town of Douglas
Attn: Matthew Wojcik, Town Administrator
29 Depot Street
Douglas, MA 01516
mwojcik@douglasma.org

with copies to: Board of Assessors
Town of Douglas
29 Depot Street
Douglas, MA 01516

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. APPLICABLE LAW.

This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Developer, Lender and the Town each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

12. GOOD FAITH.

The Town and Developer shall act in good faith to carry out and implement this Agreement.

13. FORCE MAJEURE.

The Developer and Town both recognize that there is the possibility during the Term that all or a portion of the Property or Project maybe damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure". As used herein, Force Majeure includes, without limitation, the following events:

- a. Acts of God including floods, winds, storms, earthquake; fire or other natural calamity; or
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Property or Project that renders all or a portion of the Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the Town in writing, and the Property and Project will thereafter make payments hereunder on a pro-rated basis (calculated in the manner set forth in Section 3).

14. COVENANTS OF DEVELOPER.

During the term of the Agreement, Developer will not voluntarily do any of the following:

- a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein; or

- b. convey by sale, lease or otherwise any interest in the Project to any entity or organization that qualifies as a charitable organization pursuant to Chapter 59 Section 5 (Third) of the General Laws of Massachusetts unless this Agreement or comparable substitute agreement is lawfully reaffirmed to ensure continuation of the payments hereunder; or
- c. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.

15. COVENANTS OF THE TOWN OF DOUGLAS.

So long as Developer is not in breach of this Agreement during its Term, which breach remains uncured by Developer or Lender (as hereinafter defined, such Lender having the right, but not the obligation to act on Developer's behalf to cure any breach or default by Developer) for more than thirty (30) days following written notice of such breach delivered by the Town to Developer and Lender in accordance with the notice provisions hereof or, in the event of a default, other than a payment default, which Developer is not reasonably capable of curing within such thirty (30) day period, such longer period of time as Developer reasonably requires to effectuate such cure, the Town will not do any of the following:

- a. seek to invalidate this Agreement or otherwise take apposition adverse to the purpose or validity of this Agreement; or
- b. seek to collect from Developer any personal property tax upon the Property or the improvements thereon (including the Project) in addition to the amounts herein except as provided in Paragraph 16 hereof; or
- c. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) for non-payment of personal property taxes except as is provided by the provisions of Chapter 60 of the General Laws of Massachusetts or expressly provided herein.

16. LENDER'S RIGHT TO CURE.

The Town shall send a copy of any notice of default sent to Developer, to any secured lender providing financing to Developer in connection with the Project (as identified in Section 10 hereof, the "Lender") by certified mail at the same time such is notice is sent to Developer, and where this Agreement expressly provides for a cure of said default, no such notice of default to Developer shall be effective unless and until a copy of such notice has been delivered to Lender, and the applicable cure period, beginning on the date of such delivery, has expired, Lender shall have the same time and rights to cure any default as Developer, and the Town shall accept a cure by Lender as if such cure had been made by Developer, provided said cure is made in accordance with the provisions of this Agreement.

17. CERTIFICATION OF TAX COMPLIANCE.

Pursuant to Chapter 62C, Section 49A of the General Laws of Massachusetts the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the tax laws of the Commonwealth of Massachusetts. Further, the Developer hereby certifies that it and the owner of the Project Site are current and in compliance with all real estate taxes, personal property taxes and other municipal charges due the Town of Douglas and shall remain current and in compliance with such real estate taxes, personal property taxes and other municipal charges for the Term. The failure to comply with this section, after written notice of said failure and an opportunity to cure within thirty (30) days after said written notice, shall be cause for the Town of Douglas to assess a Non-Compliance Assessment equal to the difference between the amount of the PILOT payments received as of the date of said notice from the Town of Douglas and the amount of total personal property tax that otherwise would have been assessed by the Town of Douglas for the Project from January 1, 2019 to the date of said written notice had the personal property of Project been assessed by the Town of Douglas as provided in Chapter 59 of the General Laws of Massachusetts. Said amount shall be deemed to be part of the Payment in Lieu of Taxes and shall be subject to collection as provided herein.

18. COMPLIANCE WITH PILOT STATUTE.

The Town shall timely comply with any recordkeeping, filing or other requirements mandated by the Massachusetts Department of Revenue in connection with the Department's implementation of the PILOT Statute.

19. INVALIDITY.

If, for any reason, it is ever determined by the Massachusetts Appellate Tax Board or by any other court of competent jurisdiction that any material provision of this Agreement is unlawful, invalid or unenforceable then the parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement in the form of a tax increment financing agreement pursuant to Chapter 40, Section 59 of the General Laws of Massachusetts.

20. REPRESENTATIONS AND WARRANTIES; MISCELLANEOUS.

Each Party represents and warrants to the other that it has the power to enter into this Agreement, that the execution, delivery and performance of this Agreement by such Party has

been duly authorized and that this Agreement is a legal, valid and binding obligation of such Party enforceable in accordance with its terms. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof. The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret the substantive provisions of this Agreement, This Agreement shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof. This Agreement contains the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements between the Parties concerning such subject matter, whether written or oral. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of law provisions.

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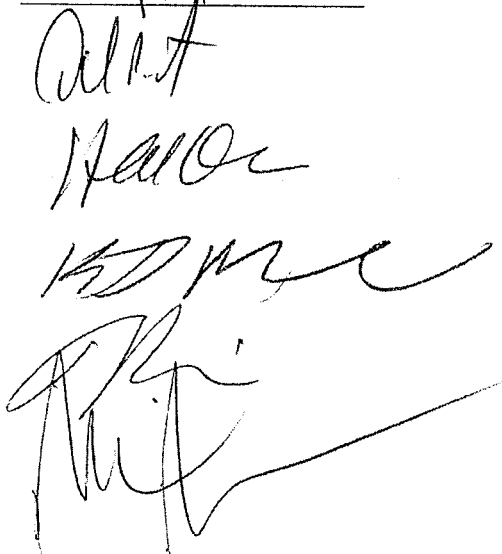
In Witness Whereof, the parties have executed their hands and seals on the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF DOUGLAS

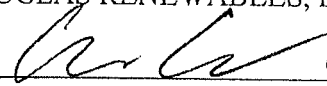
By: Board of Selectmen

Title: _____

Date: May 21, 2019



DOUGLAS RENEWABLES, LLC

By:  CHRIS CLARK

Title: SVP

Date: June 4, 2019

EXHIBIT A
PROJECT SITE

Legal Description:

The Property means the following:

- 1) An approximately 22-acre portion of the parcel of real property located south of West Street, Town of Douglas, County of Worcester, Commonwealth of Massachusetts, owned by Gadoury Homes, LLC, conveyed by the deed recorded on November 20, 2015 in the Worcester County Registry of Deeds at Book 54601, Page 200, containing approximately 49 acres, being all or parts of Douglas Assessors' parcel # 160-2, and;
- 2) An approximately 9-acre portion of the parcel of real property located south of West Street and north of Church Street, Town of Douglas, County of Worcester, Commonwealth of Massachusetts, owned by Chesebrough, LLC, conveyed by the deed recorded on December 31, 2001 in the Worcester County Registry of Deeds at Book 25628, Page 206, containing approximately 11 acres, being all or parts of Douglas Assessors' parcel # 173-14

(Douglas Assessors' Map follows this page)

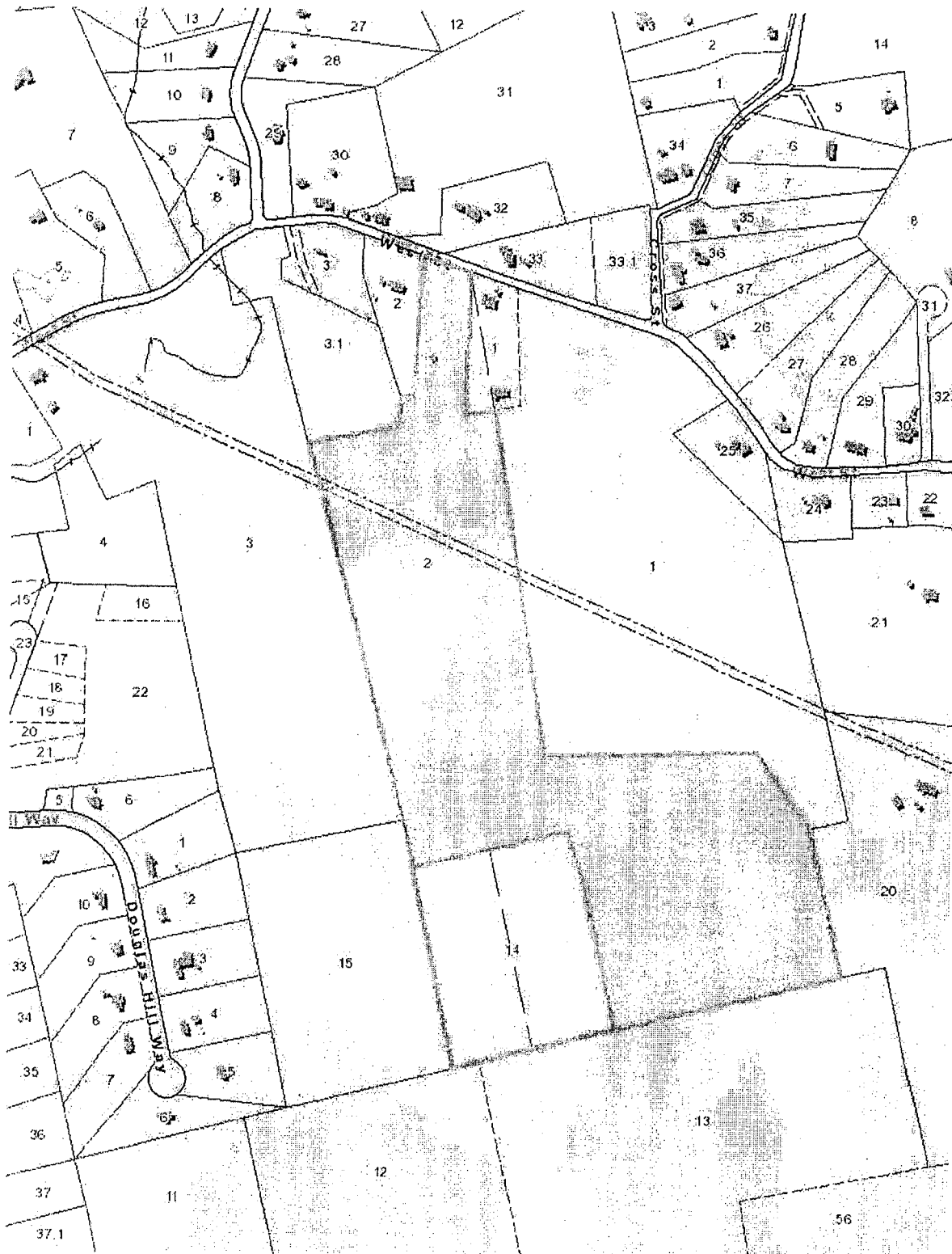


EXHIBIT B

AMOUNT OF PAYMENT IN LIEU OF PERSONAL PROPERTY TAX

Assuming Project size of 6.5 MW (DC), the payments would be per the following schedule, which reflects \$7,500 per MW (DC) and a 2.5% per annum escalation factor. Project size is subject to adjustment per the terms of the Agreement.

<u>Contract Year</u>	<u>\$/MW DC</u>	<u>Annual Payment (6.5 MW DC)</u>
1	\$ 7,500	\$ 48,750
2	\$ 7,688	\$ 49,969
3	\$ 7,880	\$ 51,218
4	\$ 8,077	\$ 52,498
5	\$ 8,279	\$ 53,811
6	\$ 8,486	\$ 55,156
7	\$ 8,698	\$ 56,535
8	\$ 8,915	\$ 57,948
9	\$ 9,138	\$ 59,397
10	\$ 9,366	\$ 60,882
11	\$ 9,601	\$ 62,404
12	\$ 9,841	\$ 63,964
13	\$ 10,087	\$ 65,563
14	\$ 10,339	\$ 67,202
15	\$ 10,597	\$ 68,882
16	\$ 10,862	\$ 70,605
17	\$ 11,134	\$ 72,370
18	\$ 11,412	\$ 74,179
19	\$ 11,697	\$ 76,033
20	\$ 11,990	\$ 77,934

EXHIBIT C
CATEGORIES OF INVENTORY


- A. Personal Property Subject to Taxation.
- B. Personal Property Exempted from Taxation.



Selectmen's Office
Town of Douglas

MEMO

To: Board of Selectmen

From: Suzanne Kane 
Administrative Assistant

Date: March 12, 2021

Re: Review Warrants

The changes are:

Special Town Meeting

Article 1:

Removed "Increase Town Clerk Wages"

Added "Increase Tax Title Expenses"

Added \$20,000 to Police Wages

Added \$28,320 to Decrease Highway Administration Wage

Added three W/S Articles, 5, 6, and 7.

Annual Town Meeting

Added Ratify Police and Fire Union Contracts (Article 12 & 13)

**SPECIAL TOWN MEETING WARRANT
TOWN OF DOUGLAS
COMMONWEALTH OF MASSACHUSETTS**

**Monday, May 3, 2021
High School Auditorium / Elementary School Field
7:00 PM**

Worcester, SS

To any Constable of the Town of Douglas, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the inhabitants of the Town of Douglas who are qualified to vote in Elections and Town affairs to meet in the Douglas High School Auditorium, 33 Davis Street, in said Douglas, on **Monday, the Third of May 2021, A.D.** for a Special Town Meeting commencing at 7:00 P.M.; for the following purposes:



Article 1.	Fiscal Year 2021 Budget Transfers / Amendments
Article 2.	Assessor's Revaluation
Article 3.	Snow & Ice Account Transfer
Article 4.	Prior Year Bill
Article 5.	Water / Sewer Generator
Article 6.	Infrastructure Improvements Engineering & Design
Article 7.	Phase I Inflow and Infiltration Study Engineering

Article 1: Fiscal Year 2021 Budget Transfers/Amendments

To see if the Town will vote to amend the action taken on Article 2 of the Annual Town Meeting of September 12, 2020 by transferring from available funds the following sums of money to the following budget line items in the Fiscal Year 2021 Budget:

Increase Selectmen Wages	
Increase Building Department Wages	
Increase Community Development Expenses (Consultant?)	
Increase Tax Title Expense	
Increase Public Building Expenses	
Increase Police Wages	\$20,000
Decrease Highway Administration Wage	\$28,320
Decrease Employee Benefits	
Decrease School Transportation	

;or take any other action related thereto.

Article 2: Assessor's Revaluation

To see if the Town will vote to transfer the total sum of \$XXXXXX; from Free Cash to fund all costs associated with the funding the Assessor's Revaluation Account, or take any other action related thereto.

Article 3: Snow & Ice Account Transfer

To see if the Town will vote to transfer the sum of \$XXXXXX from Free Cash to the FY21 Snow & Ice Account; or take any other action related thereto.

Article 4: Prior Year Bill

To see if the Town will vote to transfer the sum of \$6,469.00 from ????, to pay MIIA's 7/1/2019 – 7/1/2020 Workers' Compensation Audit Adjustment; or take any other action related thereto.

Article 5: Water / Sewer Generator

To see if the Town will vote to transfer the sum of \$XXX,XXX from retained earnings to Water and Sewer Expense budget for the engineering and/or purchase of a new backup generator for the Wastewater Treatment facility; or take any other action related thereto.

Article 6: Infrastructure Improvements Engineering & Design

To see if the Town will vote to transfer the sum of \$102,000 from Water and Sewer Department available funds to Water and Sewer FY 2021 Expense budget for the engineering and design of infrastructure improvements to support the proposed project including:

1. Water main replacement in or along North Street from Main Street to the bridge on North Street at Charles Street
2. Water main replacement in or along Gilboa street from North street Intersection to the 12 inch main located at the parking lot of 120 Gilboa street, as well as new water main to continue from the existing water main starting at the shell station on Lackey dam road to the proposed Blackstone Valley Logistics project.
3. Water main replacement in or along North East Main Street from Davis street to the Uxbridge Line on Northeast Main street.

or take any other action related thereto.

Article 7. Phase I Inflow and Infiltration Study Engineering

To see if the Town will vote to transfer the sum of \$30,000 from Sewer Department retained earnings to Water and Sewer Department Expense budget for the remaining engineering to complete the first phase of required Inflow & Infiltration Study; or take any other action related thereto.

YOU ARE HEREBY DIRECTED to serve this Special Town Meeting Warrant by posting an attested copy thereof in the Municipal Center and at least two (2) other places in the Town of Douglas to which the public has general access, at least fourteen (14) days before the time of holding said meeting.

HEREOF FAIL NOT and make due return of this Warrant with your doings thereon to the Town Clerk, the Time and Place of said meeting.

GIVEN UNDER OUR HANDS THIS SIXTH DAY OF APRIL 2021, A.D.

THE HONORABLE BOARD OF SELECTMEN

Kevin D. Morse, Chairman

David P. Cortese, Vice Chairman

Timothy P. Bonin

Harold R. Davis

Michael D. Hughes

I have this day posted an attested copy of the Warrant for the Special Town Meeting in the Municipal Center and at least two other places in the Town to which the public has general access as directed.

Carol E. Field, Constable or
Benjamin Tusino, Constable

Date

**ANNUAL TOWN MEETING WARRANT
TOWN OF DOUGLAS
COMMONWEALTH OF MASSACHUSETTS**

**Monday, May 3, 2021
High School Auditorium / Elementary School Field
7:00 PM**

Worcester, SS

To any Constable of the Town of Douglas, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the inhabitants of the Town of Douglas who are qualified to vote in Elections and Town affairs to meet in the Douglas High School Auditorium, 33 Davis Street, in said Douglas, on **Monday, the Third of May 2021, A.D.** for an Annual Town Meeting commencing at 7:00 PM; for the following purposes:



- | | |
|--|--|
| 1. Finance Committee Report | 9. Personnel Bylaw Classification & Update |
| 2. FY22 Budget | 10. Adoption of Revised FY22-26 Capital Improvement Plan |
| 3. Salaries of Elected Officials | 11. Personnel Bylaw Change (longevity & vacation) |
| 4. Blackstone Valley Vocational Regional School District FY22 Budget | 12. Ratify Police Union Contract |
| 5. FY22 Transfer Station Enterprise Fund | 13. Ratify Fire Union Contract |
| 6. FY22 Water/Sewer Enterprise Fund | 14. School Bus Transportation Contract |
| 7. FY22 PEG Access and Cable Receipts Reserved for Appropriation | 15. School Textbook Digital Subscriptions & Consumables Contract |
| 8. Recurring Business | |

Article 1: Finance Committee Report:

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

Article 2: FY22 Budget:

To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow such sums of money as are necessary to fund the annual operating budget of the Town for Fiscal Year 2021; or take any other action relative thereto.

Article 3: Salaries of Elected Officials:

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

Board of Assessors
Blackstone Valley Vocational School District Rep.
Moderator
Board of Selectmen
Clerk
Water/Sewer Commission

;or take any other action relative thereto.

Article 4: Blackstone Valley Vocational Regional School District FY22 Budget:

To see if the Town will vote to raise and appropriate the sum of \$XXXX for its operating and capital assessment by the Blackstone Valley Vocational Regional School District (the “District”) *for the Fiscal Year commencing July 1, 2019, which is inclusive of \$41,701 of Proposition 2 ½ exempted funds to be applied against debt service associated with Douglas’ previously (2001) voted amount for the District’s addition/renovation project; or take any other action relative thereto.*

Article 5: FY22 Transfer Station Enterprise Fund:

To see if the Town will vote to raise and appropriate and/or transfer the sum of \$XXXX from Transfer Station charges and fees, and transfer the sum of \$XXX from Retained Earnings, for a total of XXXX to operate and maintain the Transfer Station.

Salaries/Wages

Expenses

Total

;or take any other action relative thereto.

Article 6: FY22 Water/Sewer Enterprise Fund:

To see if the Town will vote to raise and appropriate, and/or transfer the sum of \$XXXX from Water & Sewer charges and fees, transfer the sum of \$XXXX from the Reserved For Debt account, transfer the sum of \$XXXX from Retained Earnings, transfer from Water System Development the sum of \$XXXX, and Sewer System Development the sum of \$XXXX, for a total budget of \$XXXX to operate and maintain the Water/Sewer Department.

Salaries/Wages

Expenses

Debt

Total

;or take any other action relative thereto.

Article 7: FY22 PEG Access and Cable Receipts Reserved for Appropriation:

To see if the Town will vote to transfer the sum of \$XXXX from the PEG Access and Cable Receipts Reserved for Appropriation to operate and maintain the Cable Department.

Salaries/Wages

Expenses

Total

;or take any other action relative thereto.

Article 8: Recurring Business:

A. Assessors To Work Additional Hours: To see if the Town will vote to authorize the Board of Assessors to appoint one or more of their members to work for compensation, in accordance with the provisions of the Town’s Personnel Bylaw, and to establish such compensation to be paid said member for **Fiscal Year 2022**; or take any other action related thereto.

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

C. Cable Receipts Reserved for Appropriation: To see if the Town will vote to reserve all receipts received by the Town from Cable user charges, to the Cable Receipts Reserved Account; or take any other action related thereto.

D. Simon Fairfield Public Library: To see if the Town will vote to require that all funds received in **Fiscal Year 2022** from State Aid Grants for the Public Library be transferred to a Special Account for the Simon Fairfield Public Library; or take any other action related thereto.

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

F. Separate Account Funds: To see if the Town will vote to adopt a Revolving Fund Bylaw to be placed at Article 2, section 11 as "Revolving Funds", as follows, "The Town is authorized to adopt revolving funds pursuant to MGL Chapter 44, § 53E ½, subject to specific annual authorization of the terms"; or take any other actions related thereto:

#	Department	Receipts	Expenditures
1	Simon Fairfield Library pursuant to MGL Chapter 44, § 53E ½	All fines received during Fiscal Year 2022 by the Simon Fairfield Library	The Simon Fairfield Library Board of Trustees may expend a sum not to exceed Two Thousand Five Hundred dollars (\$2,500) for the purpose of purchasing books, films and other library supplies and materials.
2	Home Composting Program pursuant to MGL Chapter 44, § 53E ½	All receipts received in connection with the Home Composting Program	The Board of Health may expend a sum not to exceed Two Thousand Five Hundred dollars (\$2,500) for the purpose of operating the Home Composting Program.
3	Planning Board & Engineering – MGL Chapter 44, §53E ½	Project fees received that are associated with staff review.	The funds may be expended without further appropriation by the Planning Board or Town Engineer for such consulting and project review costs. Expenditures from the fund may not exceed \$30,000.
4	Conservation – MGL Chapter 44, §53E ½	Project fees received that are associated with staff review.	The funds may be expended without further appropriation by the Conservation Commission or their Conservation Agent for such consulting and project review costs. Expenditures from the Fund may not exceed \$30,000.
5	Zoning Board of Appeals – MGL Chapter 44, §53E ½	Project fees received that are associated with staff review.	The funds may be expended without further appropriation by the Zoning Board of Appeals or Town Engineer for such consulting and project review costs. Expenditures from the fund may not exceed \$30,000.

G. Acceptance of Chapter 90: To see if the Town will vote to authorize to accept and enter into contracts for the expenditure of funds to be allotted by the State under authorization of Chapter 90 of the

Massachusetts General Laws (as pertaining to Highway Funds), for the construction, reconstruction and improvement of Town roads, said funds may be borrowed in anticipation of State Revenue, and expended without further appropriation under the direction of the Highway Superintendent with the approval of the Board of Selectmen; or take any other action related thereto.

H. Compensating Balance Agreements: To see if the Town will vote to authorize the Treasurer to enter into a compensating balance agreement or agreements for **Fiscal Year 2022** pursuant to MGL Chapter 44 § 53F; or take any other action related thereto.

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

Article 9: Personnel Bylaw Classification & Update:

To see if the Town will vote to approve the Personnel Classification and Compensation plans for **Fiscal Year 2022**; or take any other action relative thereto.

Article 10: Adoption of Revised FY 22 – 26 Capital Improvement Plan:

To see if the Town will vote to approve the Town of Douglas **FY 22 – 26** Capital Improvement Plan as submitted by the Capital Improvement Committee, and transfer **\$XXX** from Free Cash, and **\$XXX** from Cable Receipts Reserved for Appropriation, for a total sum of **\$XXX** to fund the following Capital Projects; or take any other action relative thereto.

Explanation: The Capital Improvement Committee voted to fund these items based on the needs and funds available.

FY 2022 Capital Improvement Committee Report

The Capital Improvement Committee reviews, prioritizes, and offers recommendations concerning all requests for funds for capital projects submitted by departments. The following summary five year plan reflects the recommendations of the Committee based on the information available today and known priorities, and will be refined each year going forward. A more detailed plan, including a list of

all projects requested and potential funding sources, can be found at the Town's website or upon request from the Selectmen's office.

FY 2022	
Highway Mower and Attachments	\$15,000
Highway Sidewalk Tractor/Plow/Snowblower	\$131,000
Water Department Gilboa Street Main Upgrade	\$710,000
Highway Dump Truck with Sander and Straight Plow	\$183,240
	\$1,039,240

FY 2023	
School Department Recoat and Paint Running Track	\$100,000
School Department Primary School Major Renovation*	\$639,000
Old Town Hall HVAC Replacement	\$60,000
Fire Department Fire Station Roof, HVAC, and Floors	\$125,000
Highway Dump Truck with Sander and Straight Plow	\$183,240
	\$1,107,240

*Would be seeking State program assistance

FY 2024	
Fire Department Replace Engine/Pumper	\$600,000
Old Town Hall Replace Windows	\$270,000
Police Headquarters Feasibility / Options Study	\$150,000
Highway New Building*	\$2,750,000
	\$3,770,000

*Would most likely require capital exclusion or debt funding

Article 11. Personnel Bylaw Change (longevity & vacation?)

Article 12: Ratify Police Union Contract

To see if the Town will vote to ratify the collective bargaining agreement executed by the Board of Selectmen and the Police on XXXXX, or take any other action relative thereto.

Article 13: Ratify Fire Union Contract

To see if the Town will vote to ratify the collective bargaining agreement executed by the Board of Selectmen and the Fire Union on XXXXX, or take any other action relative thereto.

Article 14. School Bus Transportation Contract:

To see if the Town of Douglas will authorize, pursuant to Chapter 30B, Section 12 (b), the School Committee to enter into a contract in excess of three years' duration for the provision of school bus transportation services upon such terms and conditions as are deemed by the School Committee to be in the best interest of the Town, subject to appropriation and all other approvals as may be required by law regarding any such contracts; or take any other action relative thereto.

Article 15. School Textbook Digital Subscriptions & Consumables Contract

To see if the Town of Douglas will authorize, pursuant to Chapter 30B, Section 12 (b), the School Superintendent, or designee, to enter into contracts in excess of three years' duration for textbook

digital subscriptions and consumables, subject to appropriation and all other approvals as may be required by law regarding any such contracts; or take any other action relative thereto.

DRAFT

YOU ARE HEREBY DIRECTED to serve this Annual Town Meeting Warrant by posting an attested copy thereof in the Municipal Center and at least two (2) other places in the Town of Douglas to which the public has general access, at least seven (7) days before the time of holding said meeting.

HEREOF FAIL NOT and make due return of this Warrant with your doings thereon to the Town Clerk, the Time and Place of said meeting.

GIVEN UNDER OUR HANDS THIS SIXTH DAY OF APRIL 2021, A.D.

THE HONORABLE BOARD OF SELECTMEN

Kevin D. Morse, Chairman

David P. Cortese, Vice Chair

Timothy P. Bonin

Harold R. Davis

Michael D. Hughes

I have this day posted an attested copy of the Warrant for the Annual Town Meeting in the Municipal Center and at least two other places in the Town to which the public has general access as directed.

Carol E. Field, Constable or
Benjamin Tusino, Constable

Date

**Board of Selectmen
Meeting Minutes
March 2, 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 (7:06 pm), Harold Davis (remote), Michael Hughes, and Town Administrator Matthew Wojcik.

Other staff and citizens: Chief Miglionico (remote), Paul Peterson (remote), Albert Galvin (NGrid Remote), and Jeffrey & Lisa Masi (165 Walnut Street).

- Pledge of Allegiance (00:04):
- Chairman's Announcements (00:23): There were no announcements.

1. Hearing – Pole Petitions: 29047637 – Walnut St., & 29047664 – Wallum Lake Rd. – Possible Vote(s) (00:37):

In the agenda is a memo from Suzanne Kane, dated February 23, 2021, re: Pole Petitions: # 29047637 – Walnut St., and # 29047664 – Wallum Lake Rd., Pole Petition 29047664 – Wallum Lake Rd, Petition Sketch, and Abutters List Report; Pole Petition 29047637 – Walnut St., Petition Sketch, and Abutters List Report, and related emails.

• Mr. Morse opened the hearing by reading both pole petitions. Lisa and Jeffrey Masi of 165 Walnut Street were in attendance. Mr. Galvin (NGrid) attended remotely. Mr. Masi stated the petition sketch for Walnut St. was not the same as his amended easement (handed out and attached to the minutes). He stated he met with NGrid in an attempt to save a stand of trees, and settled on the amended easement that would replace pole-13 with a bigger pole and anchor, keeping it in its current location, and saving the trees. Mr. Galvin stated he will need to go back to the engineers. There were no residents in attendance for the Wallum Lake Rd. petition. **Mr. Hughes made a motion at 7:06 pm to close the Pole Petition Hearing. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye. Mr. Cortese made a motion to approve Pole Petition # 29047664 – Wallum Lake Rd as presented, and to hold Pole Petition # 29047637 – Walnut St. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

2. Discussion with Paul Peterson – Reprinting 250th Commemorative Book – Possible Vote(s) (17:45):

In the agenda is a memo from Suzanne Kane, dated February 23, 2021, re: Reprinting 250th Commemorative Book.

• Paul Peterson joined the meeting remotely. He reported he reached out to the Octoberfest Committee and they have agreed to discuss this at their next meeting. He stated he is not sure if it will require funding and he will keep the board updated. **It was the consensus of the board to support this process.**

3. Cedar Street Project Execution of Contract – Possible Vote(s) (20:03):

In the agenda packet is an email from James Noyes, dated February 24, 2021, re: Bridge Replacement, Cedar St. / Webster St. Douglas, NHESP 11-30207, Notice of Award to New England Building and Bridge Co., Inc, dated February 24, 2021, and other related emails.

• TA Wojcik reported he awarded the contract to New England Building and Bridge Co., Inc. At the advice of Town Counsel, the Board should execute the contract. Copies of the contract were

provided for signature by GPI, James Noyes. **Mr. Cortese made a motion to Execute the Contract with New England Building and Bridge Co., Inc. as presented. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

4. Request to DCR to Release Grand Fund for Approved Public Safety Projects – Possible Vote(s) (22:11):

In the agenda is an email from Jeanne Lovett, dated February 25, 2021, re: DCR Finance Contracts and Douglas SF Trust Language Link, a spreadsheet showing Douglas State Forest Maintenance Trust funding, a letter from Chief Miglionico, received February 24, 2021, entitled UAV (Drone) Proposal, a Proposal for Douglas Police Department – Cloud City Drones – New England, and a letter from Assistant Fire Chief Kelly Manning, dated February 24, 2021, re: Request for Funding Turnout Gear from DCR.

- **Police Drone:** Chief Miglionico joined the meeting remotely. The Douglas State Forest Trust currently has \$61,889.10 available for Public Safety's use for the maintenance and care of the Douglas State Forest. Chief Miglionico stated the Police Department is looking for \$28,000 for the purchase of a Matrice Drone. He stated this drone is an upgrade from the drone currently used by the department, and the use of the new drone can be requested by any department.
- **Fire Turnout Gear (28:10):** TA Wojcik reported the Fire Department is requesting \$35,000 for turnout gear due to a large turnover in personnel. The Chief has already applied for another grant for turnout gear, so TA Wojcik suggested they use \$23,000 from the Douglas State Forest Grant, and \$12,000 from the other grant.

Mr. Bonin made a motion to request using funds from the Douglas State Forest Trust in the amount of \$28,000 for a Police Department Drone, and \$23,000 for Fire Turnout Gear. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

5. Approve Job Descriptions – Possible Vote(s) (31:42):

In the agenda packet is an email from Matthew Wojcik, dated February 17, 2021, re: Executive Assistant Job Description, an email from Suzanne Kane, dated February 18, 2021, re: Executive Assistant Posting and Interviews, the Executive Assistant to the Board of Selectmen and Town Administrator Job Description, and Job Posting – Executive Assistant to the Board of Selectmen and Town Administrator.

- **Executive Assistant:** TA Wojcik reported the updated job description changes the title and exempt status. He stated the salary is in the right range. He will post internally for 10 days, for both school and municipal employees.

Mr. Hughes made a motion to approve the Job Description and posting for the Executive Assistant as presented. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.

- **Director - Department of Community Development (39:20):** *Handed out prior to the meeting were the Director - Department of Community Development Job Description, and Job Posting – Director - Department of Community Development. (attached to agenda).* TA Wojcik went over the changes to the job description which included the job description being crafter for either an Engineer or a Planner. The board was in support of the changes. **Mr. Hughes made a motion to approve the Job Description and posting for a Director - Department of Community Development. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

6. Consider Board of Selectmen Stipend Increase – Possible Vote(s) (44:14):

• Chairman Kevin Morse asked for this item on the agenda. The Board discussed the amount of work, time, and effort they have put in due to COVID, the Marijuana industry, and other economic development projects. The board agreed that the \$300/yr. stipend for Selectmen should be raised to \$2,000/yr., and the Chairman's \$400/yr. stipend be increased to \$4,000/yr. They agreed that any future increases be tied to the Non-union COLA's so future boards will not need to deal with this. It was suggested they let Town Meeting know the reason for the increase. **Mr. Hughes made a motion to increase the stipend for the Board of Selectmen to \$2,000 / year, and to \$4,000 / year for the Chairman. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

7. Review Warrant Articles for Town Meeting (51:00):

In the agenda packet is a copy of the draft Annual and Special Town Meeting Warrants, and a letter from the School Administration, dated February 24, 2021, re: May 2021 Annual Town Meeting Warrant Articles.

• TA Wojcik reviewed the warrant articles for the Annual and Special Town Meeting.

8. Approve Minutes – Possible Vote(s) (1:08:48):

In the agenda packet are the February 16, 2021 Minutes.

• **Mr. Bonin made a motion to approve the minutes of February 16, 2021. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

9. Administrators Report & COVID – 19 Update (1:09:51):

In the agenda packet is a letter from Matthew Wojcik, dated February 17, 2021, Notice of Appointment: Minute Taker.

• **COVID:** TA Wojcik updated the Board on the Town's current COVID and Vaccine status. There are currently 3 active cases, and the EOC is prepared to roll out vaccines if the state supplies them. Senior Center Director, Patrice Rousseau has been working to get Douglas seniors signed up for vaccines. He stated the numbers went down when the age limit decreased. He stated a lot of people are frustrated.

• **Minute Taker (1:14:06):** TA Wojcik reported he appointed a Minute Taker. He stated they opted to give the Planning Board minutes priority, until she is caught up.

• **MA State Health Group (1:14:37):** TA Wojcik reported the MA State Health Group is currently discussing renewals.

• **Property & Casualty Insurance (1:15:05):** TA Wojcik reported he is shopping better rates but because the town is over 300% in claims, he may not find a carrier. He stated he will try to find a way to offset costs.

• **E-Permitting (1:18:01):** TA Wojcik stated the E-Permitting is nearing the end of the project. He stated Building Commissioner Ken Frasier is doing a good job getting it going and hopes to go live in 3-4 weeks.

• **IT Update (1:20:17):** TA Wojcik reported the Town is moving from Google to Microsoft 365. With MS 365 users can use share points for collaborating. TA Wojcik reported after doing the White Board Test, the quote came in double what he is willing to pay. MS has a White Board feather that can be used on his Surface Pro, which is similar but without touch screen ability.

• **EDC (1:24:56):** TA Wojcik reported the public should be watching joint meetings between Douglas, Sutton, & Uxbridge concerning the EDC project. He stated there is a lot of good information. TA Wojcik stated Bob Minarik is working on inputting information for a State Grant.

10. Open Session for Topics Not Reasonably Anticipated 48 Hours in Advance of the Meeting. (1:30:02):

- There was no items.

11. Executive Session - Collective Bargaining & Litigation (1:30:13):

Mr. Bonin made a motion at 8:30 pm, to go into Executive Session for the purpose of Collective Bargaining & Litigation, and to return to Regular Session for the purpose of adjournment. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye. The meeting was moved to the Selectmen’s Office and reconvened at 8:41 pm. Hr. Davis left the meeting.

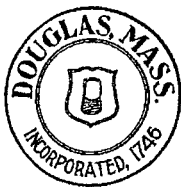
Mr. Bonin made a motion at 9:00 pm to return to Regular Session for the purpose of adjournment. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Michael Hughes – aye, and Kevin Morse – aye.

12. Adjournment:

Mr. Cortese made a motion at 9:00 pm to adjourn. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – 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: March 1, 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 not to exceed \$75,000 beyond the current approved amount of \$283,100 (\$208,100 original appropriation plus a previously authorized \$75,000 of deficit spending).

This increase will allow the Department to cover the overage incurred by the response to the long-duration event of late February and ongoing activities, hopefully, the remainder of the winter season.

Therefore, the total spending authorization for the Snow & Ice account is now set at \$358,100.

