

**Board of Selectmen
Budget Workshop
Municipal Center Resource Room / Remote Meeting
Tuesday, April 13, 2021**

6:00 pm

- Call to Order by Roll Call
- Pledge of Allegiance

1. Budget Discussion – Possible Vote(s)
2. Vote to Approve and Sign Warrants for May 3, 2021 Special & Annual Town Meeting – Possible Vote(s)
3. Ratify TA Designation of Enforcement Official for the Comprehensive Permit Issued to North Village - December 10, 2009 as Amended– Possible Vote(s)
4. Adjournment

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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.

APPROVED
May 4, 2021

Board of Selectmen
Budget Workshop
Meeting Minutes
April 13, 2021

- **Call to Order:** Vice Chairman David Cortese called the meeting to order at 7:15 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, Michael Hughes, TA Matthew Wojcik, and Lisa Freeman (Executive Assistant). Kevin Morse was absent.

The meeting was moved to the Selectmen's Office and reconvened at 7:20 pm. *Please Note: This Meeting was not Videotaped.*

1. Budget Discussion – Possible Vote(s):

Handed out at the meeting is the FY22 Summary TA Budget Submission, and copies of the tentative Police and Fire Union Contracts.

- TA Wojcik went over his budget submission. **Mr. Hughes made a motion to approve the recommended budget as presented. Mr. Bonin seconded the motion.** Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, and Michael Hughes – aye.

2. Vote to Approve and Sign Warrants for May 3, 2021 Special & Annual Town

Meeting – Possible Vote(s):

- The Board Closed the Warrants at their April 6, 2021 meeting. **Mr. Cortese made a motion to approve and sign the Annual and Special Town Meeting Warrants for May 3, 2021. Mr. Hughes seconded the motion.** Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, and Michael Hughes – aye.

3. Ratify TA Designation of Enforcement Official for the Comprehensive Permit Issued to North Village – December 10, 2009 as Amended – Possible Vote(s):

In the Agenda is a copy of the Decision on Comprehensive Permit Application for North Brown, LLC, dated December 10, 2009, and other supporting documents.

- **Mr. Hughes made a motion to ratify TA designation for Ken Frasier, Building Commissioner, and Robert Sullivan, Water/Sewer Superintendent, to oversee the North Village Project. Mr. Bonin seconded the motion.** Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, and Michael Hughes – aye.

4. Adjournment:

Mr. Hughes made a motion at 7:27 pm to adjourn. Mr. Bonin seconded the motion. **Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, and Michael Hughes – aye.**

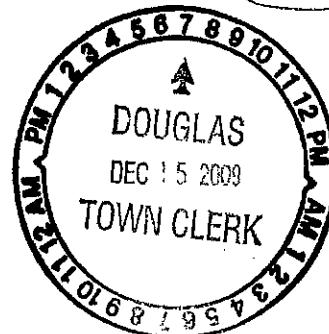
Respectfully submitted,

Suzanne Kane, Administrative Assistant



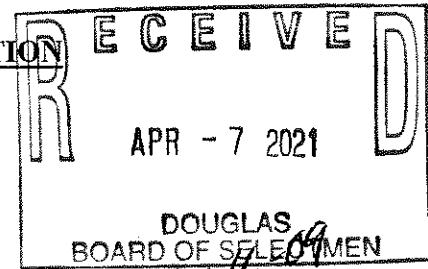
1030
Town of Douglas

Zoning Board of Appeals
29 Depot Street ~ Douglas, MA 01516
508-476-4000 ~ Fax: 508-476-4012
TTY: 508-476-1619



DECISION ON COMPREHENSIVE PERMIT APPLICATION

G.L. C. 40B, §§20-23



APPLICANT: NorthBrown, LLC (the "Applicant")

PROJECT: North Village (the "Project")

PROPERTY: North Street and Brown Road: Map 117, Parcel 61 (the "Property")

DATE: December 10, 2009

I. PROCEDURAL HISTORY AND JURISDICTIONAL FINDINGS

1. Application for so-called Comprehensive Permit received by the Douglas Zoning Board of Appeals (the "Board") on May 21, 2008. As originally proposed, the Project consisted of 133 total housing units on an approximately 88 acre parcel (the "Initial Project"). The Application also included the so-called "project eligibility letter" issued by the Department of Housing and Community Development (DHCD) under the Local Initiative Program as well as a certain Amended Memorandum of Understanding (the MOU) by and between the Applicant and the Town of Douglas.
2. On July 28, 2009, the Project and the Application was revised due to technical issues and pursuant to the negotiations of the Board, the Douglas Board of Selectmen, the Douglas Water and Sewer Commissioners, the Douglas Fire Chief and the Applicant (the "Revised Project"). As a result of those negotiations an Amended MOU, dated June 16, 2009 was entered into between the Applicant and the Town of Douglas (the "Amended MOU"). The terms and conditions of the MOU and the Amended MOU, copies of which are attached hereto as Exhibits A and B, respectively, are hereby incorporated herein.

3. The Applicant is or will become a limited dividend organization as such term is contemplated under G.L. c. 40B and 760 CMR 56.02 in that prior to the issuance of a building permit it will comply with limited dividend standards required by law, satisfying the jurisdictional requirements under 760 CMR 56.04(1)(a).

4. The subsidizing agency is DHCD. Per a letter from DHCD, dated January 4, 2008, project eligibility has been granted under the Local Initiative Program. Accordingly, the jurisdictional requirements under 760 CMR 56.04(1)(b) have been satisfied.

5. The Applicant possesses an interest in the site by virtue of the fact that it has entered into a purchase and sale agreement with the current owner of the Property. Accordingly, the jurisdictional requirements of 760 CMR 56.04(1)(c) have been satisfied.

6. A duly advertised public hearing timely commenced on June 19, 2008 and was continued, with good cause to the following dates: July 17, 2008, August 21, 2008, September 18, 2008, October 16, 2008, November 20, 2008, December 18, 2008, January 22, 2008, February 19, 2009, April 16, 2009, June 18, 2009, and July 16, 2009. In July, 2009 one member of the three member Board was not reappointed by the Douglas Board of Selectmen, whereupon the Chairman of the Board and the sole alternate member resigned, leaving the Board unable to conduct business due to the lack of a quorum. At the continued public hearing on August 27, 2009, a reconstituted Board voted to commence a new public hearing, which, after due notice, was commenced on September 17, 2009 and continued with good cause to October 22, 2009. On October 22, 2009 the hearing was closed. The Applicant granted an extension of the deadline to make a decision until December 15, 2009. The Applicant cooperated with all procedural requirements for continuances and extensions.

7. The Board utilized the services of Special Counsel Jason Talerman, along with the services of the Town's Engineer William Cundiff (on civil engineering issues), Fay, Spofford & Thorndike (on water supply issues) and BETA Group (traffic and sewer issues), the costs of which were duly paid for by the Applicant. Town officials and boards, including the Douglas Water and Sewer Commissioners, and the Douglas Fire Chief, also contributed information and analysis.

8. The Applicant was represented by Attorney Edwin Taipale and the Applicant's principal, Tim Barlow, was present at each session of the hearing. The Applicant was also represented by Heritage Design Group with respect to engineering and other technical issues, Pare Corporation with respect to traffic issues and EcoTec, Inc. with respect to wetlands issues.

9. Other boards, officials, departments and commissions of the Town of Douglas provided comments and reports to the Board, which have been taken into consideration by the Board in rendering its decision.
10. Throughout the hearing, the Applicant responded to the Board's concerns by revising the plans and providing additional materials.
11. The Applicant provided a Traffic Impact Analysis to the Board, which was reviewed by Beta Group for the Board.
12. Several abutters and other interested members of the public attended the public hearing and offered commentary, a significant amount of which was critical of the project. Said individuals also asked a variety of questions which the Board and the Applicant attempted to respond to..

II. PROJECT AND PROPERTY DESCRIPTION

1. The project configuration is described in: the Application, and in definitive site plans including architectural plans prepared by Heritage Design Group. For the purposes of determining the project configuration approved by this decision, the Heritage Design Group plans as revised through July 20, 2009 and entitled "North Village, A COMPREHENSIVE PERMIT DEFINITIVE SITE PLAN, In The Town Of Douglas, Massachusetts For NorthBrown, LLC, 341 Main Street, Douglas, MA 01516, SCALE: 1" = 100', DATE: April 15, 2008," shall be the plans of record and shall be hereinafter referred to as the "Plans." The Plans shall also include the above described architectural plans.
2. The Revised Project is in the Industrial Zoning District and contains approximately 67.96 acres. The Property abuts residential zoned land in Douglas in the Village Residential zoning district, which zoning extends up the opposite side of North Street across from the Revised Project.
3. The Revised Project is currently undeveloped. It contains 16.95 acres of wetlands and includes a wetlands crossing of less than 5,000 s.f..
4. The Initial Project was separated into two distinct components. The first component was a 28 lot subdivision, with each lot containing a single family house. Seven (7) of these homes would have been restricted for sale to low or moderate income households at complying prices. The second component was a condominium development consisting of 105 townhouses in 40 buildings, of which 33 townhouses would have been restricted for sale to low or moderate income households at complying prices. The Revised Project eliminates the entire 28 lot subdivision parcel from the Project. The condominium portion now consists of 124 townhouse units, 25% percent of which are to be restricted for sale to low or moderate income households.

5. As shown on the Plans, the Applicant proposes to phase construction in four distinct phases.
6. As shown on the Plans, the Applicant has designated the units that are to be restricted as affordable.
7. The Project will rely upon a single-access boulevard type roadway from North Road to the looping driveway on which the townhouses are situated.
8. The access road requires a wetland crossing that appears to alter less than 5,000 s.f. of wetlands. The condominiums are centered in the middle of that portion of the Project Parcel and are surrounded by an open space buffer containing approximately 46.56 acres, which includes approximately 16.95 acres of wetlands.
9. As shown on the Plans, the Revised Project includes a playground to be constructed by the Applicant on a dedicated parcel to be donated to the Town. It also includes a Water Tower Parcel of approximately 22,500 s.f. to be donated to the Town for the construction by the Town of a new Water Tank to serve this area of town, including the so-called "Route 146 Industrial Development Area"
10. The Applicant proposes a public water source and a connection to the municipal sewer system.
11. As shown on the Plans, the condominiums in the Project will be served by 248 parking spaces.

III. FINDINGS

1. The Board finds that the Town has a continuing need for affordable housing and that this project will provide such housing.
2. The Board finds that Project will result in a significant degradation of traffic conditions on North Road.
3. The Board finds that single access roadways provided in the Revised Project will adversely impact emergency vehicle access.
4. The Board finds that Unit 78, as shown on the Plans, is too close to Units 109 and 110, resulting in a loss of privacy.
5. The Board finds that the Revised Project will have an adverse impact on local services and infrastructure

6. The Board finds that the project will have an adverse impact on wetlands and buffer zones on the Property, as such areas are delineated and regulated under the local wetlands protection by-law
7. Notwithstanding the preceding findings, the Board finds that, when built in accordance with the Plans and the conditions imposed herein, the Project is “consistent with local needs” as such phrase is contemplated under G.L. c. 40B, §§20-23. The Board also finds that any impacts posed by the Project will not outweigh the benefits provided by the Project’s affordable units.
8. The Board further finds that the Applicant has worked in good faith to mitigate adverse impacts to the best of its ability.
9. The Board finds that the grant of certain waivers from local by-laws and regulations, as described more fully in Section IV hereof, is acceptable although the grant of any waivers may cause adverse impacts to local concerns. The Board finds that any local concerns that have been affected thereby do not outweigh the Town’s need for affordable housing, especially given the mitigation that has been provided by the Applicant.
10. The Board finds that the conditions imposed in the following section are necessary in order to properly address local concerns. The Board finds that such conditions will not render the project uneconomic. To the extent that such conditions do render the project uneconomic, the Board finds that the local concerns in imposing the same outweigh the potential benefits of the affordable units that have been proposed.

IV. DECISION AND CONDITIONS

Upon Motion of Pam Holmes, seconded by John Marston, the Board voted two to one (with Dan Heney and Pam Holmes voting in favor and John Marston voting against) to grant a Comprehensive Permit to the Applicant for the proposed project, subject to the following conditions:

PROJECT SCOPE

1. Except as otherwise required by the conditions imposed by this Comprehensive Permit or by the Final Site Plans as referenced below, the project shall be developed, constructed and completed in conformance with the Plans, as revised during the public hearing.
2. The terms and conditions of the MOU and the Amended MOU are hereby incorporated as conditions hereof. Any violation of the MOU or Amended MOU by the Applicant shall constitute a violation of this decision.

3. Prior to the issuance of building permits, the Applicant shall provide a detailed description of the playground equipment to be installed on the designated playground parcel. Said parcel must be donated to the Town prior to the issuance of any occupancy permits for the 10th unit in the first phase of the Project. The design of the playground is subject to the Board's prior approval within the 30 day period, as described in Condition No. 9, below. ✓

4. There shall be no residential development beyond the delineated limit of clearing on the Project Parcel and Open Space areas of the Revised Project, provided that recreational uses may be allowed, subject to the Board's prior approval. No motorized vehicles may be used in the Open Space Area. The Final Site Plans, as defined below, shall include any designated walking trails. This Condition shall operate as a restriction on the uses and maintenance of the Open Space in the Revised Project. The terms of any formal recorded restriction or Conservation Restriction are incorporated herein by this reference.

5. Nothing herein may be construed as providing permission for a connection to a public water supply. No building permits shall be issued until the Applicant provides the Board with evidence that it possesses permission from the Douglas Water and Sewer Department for a connection to the public water supply and public sewer system. Similarly, no building permits shall be issued until the Applicant provides the Board with evidence that it possesses a complying Order of Conditions for the Revised Project from the Douglas Conservation Commission or a Superseding Order of Conditions from the DEP.

6. With respect to each of the Applicant's requests for waivers from local by-laws and regulations, the Board approves only those waivers that are necessary in order to build the Revised Project that is shown on the Plans, as may be modified in the Final Site Plans, except as may be otherwise provided herein. No waivers are granted from requirements that are beyond the purview of G.L. c. 40B, §§20-23. No waivers are granted from permit or inspection fees, except for building permit fees and municipal water and sewer connection fees for affordable units as provided for in the Amended MOU. No waivers are granted from sign regulations. Waivers from security requirements are granted provided that the Applicant shall comply with the security requirements contained in this Decision. Any by-law or regulation not expressly waived hereunder shall be strictly enforceable. Any subsequent revision to the Plans, including but not limited to revisions that are apparent in the Final Site Plans that require additional or more expansive waivers of any local by-laws or regulations must be approved by the Board in accordance with 760 CMR 56.05(11).

7. The Applicant shall adhere to the phasing plan shown on the Plans. Except as may be otherwise be allowed by the Board, in writing, the commencement of a phase may not begin until the later of: (i) 18 months following the commencement of the prior phase; or (ii) sale of 50% of units in the prior phase. As-built plans of each phase's grading, stamped by a registered engineer, shall be

provided for the Board's Engineer's review and approval prior to the commencement of the next phase.

FINAL PLAN SUBMISSION AND DETAILS

8. This permit shall be ineffective unless and until the Applicant presents, for the Board's review and endorsement, a subdivision plan depicting the Project site, the playground lot and any other parcels. The signature block shall include the language: "Reviewed and approved by the Douglas Zoning Board of Appeals pursuant to its authority under G.L. c. 40B, §§20-23."
9. Final, fully designed site plans (the "Final Site Plans") shall be provided to the Board, the Board's Engineer and the Building Inspector no less than 45 days prior to the issuance of building permits or the commencement of construction of the project. The Final Site Plans shall be of a quality and level of detail sufficient to allow the Board and its Engineer to review the Final Site Plans for consistency with the Plans, the terms of this Comprehensive Permit, legal requirements and industry standards. No construction shall commence and no building permits shall issue under this Comprehensive Permit until the Board, in consultation with its engineer, has approved the Final Site Plans as being in conformance with this Decision. If no written response or comments have been given to the Applicant by the Board or the Board's engineer concerning the Final Site Plans within thirty (30) days after the Final Site Plan submission date, the Final Site Plans, as delivered, will be deemed to have been approved for the applicable phase of the project, provided that, for good cause shown, the Applicant shall allow a 30 day extension of such approval period. Nothing herein shall be construed to limit or otherwise affect the Douglas Building Department's authority and obligations under the State Building Code. The Final Site Plans shall include, but not be limited to, complete construction plans, final stormwater management plans, an erosion control plan, a landscaping plan, and a lighting plan, as well as all other plans that are customarily submitted for projects of this scope, as may be determined in the discretion of the Board's Engineer. The 30 day time period under this paragraph shall not commence if the Board's engineer notifies the Applicant in writing that the Final Site Plans are incomplete.
10. The Final Site Plans may be amended between phases of construction to allow for changes deemed necessary due to field conditions, provided however, that all changes may be subject to procedures for review of project changes, as described below.
11. The lighting plan shall ensure proper lighting while mitigating, to the maximum extent possible, both any unreasonable light pollution, as well "light spill" onto abutting properties.

12. The final landscaping plan shall exhibit a detailed planting list for all public and commonly owned places. All plantings shall be guaranteed for at least two years. Maintenance of the landscaping shall be ensured by the Applicant or a Condominium Association under Association documents reviewed and approved by the Board. Only environmentally friendly landscaping products and fertilizers may be used.
13. The Final Site Plans shall contain a final design of the drainage system that exhibits compliance with all applicable best management practices and any applicable Stormwater Management Guidelines promulgated by the Commonwealth of Massachusetts, as well as any other reasonable requirements that may be imposed by the Board's Engineer. The Massachusetts Stormwater Guidelines shall apply to the entire stormwater management system even if there are no wetland resource areas present. Should any requirements reasonably imposed by the Board's engineer result in a material change to any aspect of the project, a permit amendment under 760 CMR 56.05(11) must be obtained. The stormwater management plan shall address and accommodate the phasing plan for the project. At any time during construction, if the approved drainage system is not functioning as designed, the Board's Engineer may require a design modification to adequately address any unforeseen issues. Costs to implement these design modifications shall be at the Applicants expense.
14. The Final Site Plans shall depict decks and or patios to be built for each unit. No deck or patio shall exceed 120 square feet in area. Such restrictions shall be written into the condominium documents for the Project. Any requested expansion of decks or patios and any enclosure of the same are subject to approval by both the condominium association and the Board.
15. In the Final Site Plans, the Applicant shall reconfigure Unit 78 (as shown on the Plans) or make other design changes to address the Board's finding that such unit is too close to Units 109 and 110.

CONSTRUCTION MONITORING AND MITIGATION

16. The Final Site Plans shall include a construction mitigation plan that will address all aspects of construction mitigation, including, but not limited to: (i) site clearing; (ii) provisions that meet the prior approval of the Douglas Fire Department and Douglas Police Department for traffic flow and emergency vehicle ingress/egress along any partially constructed roads; (iii) stockpiling of materials; (iv) trucking routes that meet the prior approval of the Douglas Police Department; (v) a concise construction mitigation and sequencing plan; and (vi) erosion control plan.
17. During the construction of the Project, the Applicant shall be responsible for the scheduling of a meeting with the Board's Engineer at least once every three months to discuss the progress of construction. At least a week prior to this

quarterly meeting, the Applicant's engineer shall provide the Board's engineer with partial or informal as-builts and other reasonable documentation of prior and prospective construction activities. Additionally, prior to the commencement of any defined phase of the Project, the Applicant and its engineers and/or contractors shall meet with the Town Building Inspector and Town Engineer to discuss the details for construction of such phase. Failure to schedule and attend such meetings may be grounds for a stop work order.

18. The Applicant shall ensure safe and convenient vehicular access to the project site during the entire duration of the project. Any Board representatives shall be permitted access to the project site for the duration of the project provided that notice is given to the site construction foreman upon arrival.
19. During construction, the Applicant shall maintain all feasible and reasonable means of dust control and shall collect all debris on a daily basis. No construction may occur on Sundays or on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve or Christmas. No construction may begin before 7:00 a.m. nor continue past 6:00 p.m., unless approved in advance by the Board.
20. Noise - The Applicant shall implement measures to ensure that noise does not exceed acceptable levels, as set forth by Federal and State regulatory agencies. The Applicant shall cease any excessively loud activities when directed by the Planning Agent.
21. Vibration - The Applicant shall implement the necessary controls to ensure that vibration does not and create a nuisance or hazard for property abutters.
22. Traffic - The Applicant shall implement necessary traffic safety controls to ensure a safe and convenient vehicular access in and around the site. Any traffic issues that occur as a result of site operations and construction shall be mitigated immediately, at the expense of the Applicant. Additional traffic mitigation measures may be required as necessary.
23. Complaints – All complaints related to the above or otherwise, shall be logged and tracked by the Town Engineer. Complaints will be brought to the attention of the Board, as necessary. Any complaints that are found to be repetitive in nature and continue with no mitigation in the opinion of the Board, may constitute a violation of these conditions and may be grounds for a stop order or a partial stop order.
24. The Board's engineer shall be charged with general oversight over the construction activities of the project. In this capacity, the Board's engineer shall provide monthly reports to the Board during times of active construction. In addition, the Applicant shall also provide the Board's engineer with any pertinent

photographs, logs, data or other information that may be helpful in the monitoring process.

25. The Applicant shall furnish labor and equipment as needed, at no expense to the Town, to assist in performing inspections of the site.
26. The Applicant shall give the Town Engineer a 72-hour notice in writing prior to the request for an inspection.
27.

 If, during the work on any particular phase, the complete Project roadway has not been constructed, the Applicant shall build a turnaround at the terminus of any partially completed roadway which is deemed satisfactory by the Douglas Fire Chief.
28. The Applicant shall maintain a copy of the approved plan and this Decision at the site during construction.

PROJECT MANAGEMENT

29. The Applicant shall draft and submit any and all necessary association or condominium documents that are necessary for the operation and maintenance of common areas and infrastructure. No occupancy permits may be granted until the Board's counsel reviews and approves any and all such association or condominium documents, such approval not to be unreasonably withheld, conditioned or delayed.
30. Trash pick-up shall be the responsibility of the Applicant or any successor Condominium or Homeowner's Association. Trash pick up shall be done by a single company and shall be scheduled for at least once per week. Trash pick up shall provide for recycling of paper, cardboard, bottles, cans and other standard recycle-able items. The condominium association documents shall prohibit the leaving of large items that are not otherwise accommodated by trash pick-up for general household trash.
31. Snow and ice removal shall be the responsibility of the Applicant or Condominium Association. The Final Site Plans shall indicate a suitably sized and located area for snow storage. Snow and ice removal shall be undertaken as soon as is practicable after snowfall and shall not impede or obstruct the roadway and driveways or the sight lines thereon and so as not to impede or obstruct the hydrants. Accumulated ice on the roadway, driveways and parking lots shall be promptly removed or sanded such that vehicles may pass safely. To the extent practical, use of sodium-based de-icers shall not be utilized. In the event that an emergency arises where the Town is compelled to provide snowplowing services, the Applicant or successor Condominium Association shall reimburse the Town for such services.

AFFORDABLE HOUSING PROVISIONS

32. All of the 31 affordable units shall be restricted, in perpetuity for sale to households earning no more than 80% of Area Median Income (AMI). So as to provide a window of affordability, the actual sale prices of these affordable units shall be an amount that is deemed affordable to households earning no more than 70% of the AMI. The deed riders that are required in order to ensure the restrictions on affordability are subject to the review and approval of the Board's Counsel, such approval not to be unreasonably withheld, conditioned or delayed. Such approval must be provided prior to the issuance of building permits. Evidence of recorded deed riders must be provided to the Board and the Building Inspector prior to the issuance of occupancy permits.
33. The maximum number of affordable units allowed by law and applicable subsidy program, but no more than seventy (70%) percent of the affordable units, shall be reserved for present residents of Douglas, or the parents of present Douglas residents, or a former resident who graduated high school while residing in Douglas, or a former resident who has served in the U.S. Armed Services, or employees of the Town of Douglas or teachers employed by the school district serving Douglas. A lottery shall be established in a form approved by DHCD to effectuate this local preference, with an approved secondary lottery for all other applicants. No occupancy permits may be granted until the Board has approved the lottery plan, such approval not to be unreasonably withheld, conditioned or delayed. The Board shall be kept apprised of all events in the lottery process.
34. At a minimum, four (4) out of every sixteen (16) units sold must be an affordable unit.
35. The Monitoring Agent for the project shall be a qualified entity approved by DHCD. The Applicant shall provide the Board with copies of any and all correspondence, documents and statements provided by the Applicant to the Monitoring Agent or from the Monitoring Agent to the Applicant. The copy of the Monitoring Services Agreement must be approved by the Board's Counsel, such approval not to be unreasonably withheld, conditioned or delayed and executed prior to the issuance of occupancy permits.
36. The Applicant shall keep the Board and the Town's Selectmen apprised of all events in the monitoring and lottery processes. The Board shall be copied on all correspondence with respect thereto. Should any board or agency of the Town wish to be involved in the lottery, the Applicant shall accommodate such request, to the maximum extent practicable.
37. The Applicant is responsible for the preparation and execution of any document that may be required by DHCD in order to have all 31 affordable units included on the Town's Subsidized Housing Inventory.

C. 40B PROVISIONS

38. Any change in the subsidy source shall be subject to the Board's review and approval under the provisions of 760 CMR 56.05(11).
39. The Applicant may earn no more than 20% profit in the development of the Project, with all excess profit being paid to the Town of Douglas for the exclusive purpose of facilitating affordable housing. Any Regulatory Agreement that is to be executed by and between the Town, the Applicant and DHCD shall be subject to the prior review and approval of the Board's counsel, such approval not to be unreasonably withheld, conditioned or delayed. The Regulatory Agreement must be executed and recorded prior to the issuance of any building permits. Additionally, the Applicant shall provide the Board with a copy of any and all limited dividend audits certified cost/income statements, as well as any other correspondence or documents that are shared by and between the Applicant and the Monitoring Agent and their respective sub-contractors. The Applicant shall also provide the Board with a copy of each deed and each HUD settlement statement for the initial sale of each home ownership unit. The Applicant shall also provide the Board with an interim cost and revenue statement after the sale of the 62nd unit.

SECURITY PROVISIONS

40. As security for completion of the infrastructure shown on the Final Site Plans, including but not limited to the roadways, driveways, sidewalks, parking, stormwater management system, lighting, wastewater facilities, landscaping and utilities (collectively the "Infrastructure"), the release of occupancy permits for the buildings shall be subject to the following restrictions:
 - a. No occupancy permit for a unit in any building in any phase shall be issued until: (1) the roadway, driveway, sidewalk and parking area shown on the Final Site Plans necessary to serve such building has been installed, excepting the final course of pavement for the roadways, drives and parking areas; and (2) all other Infrastructure as shown on the Final Site Plans for such building, as approved by the Board's engineer, has been constructed or installed so as to adequately serve said building.
 - b. In that the Plans reviewed by the Board were preliminary, no occupancy permits shall be issued until the Applicant complies with any other requirements or specifications that are reasonably required by the Board's Engineer for compliance with the Final Site Plans, this decision and recognized best management practices.
 - c. Upon completion of all such Infrastructure, as described above, the Board's engineer may authorize the Douglas Building Inspector's release of occupancy permits. No occupancy permit shall be issued without such

authorization and such authorization shall be ineffective unless it is in writing.

- d. The occupancy permits for the final four market rate units in the Project shall be withheld until such time as the final course of pavement for the roadways, lanes and parking areas has been completed. Additionally, prior to the commencement of the fourth phase of the Project, the Applicant shall deposit, via passbook, cash or lender's agreement, sufficient security for completion of the final course of pavement for Project. Such security shall be an amount deemed acceptable by the Board's engineer and shall be released upon satisfactory inspection of the final course of pavement by said engineer or his designee.

MISCELLANEOUS PROVISIONS

41. The Board's engineer's (and his agent's) and the Board's Counsel's fees for any inspections and services delineated hereunder shall be paid by the Applicant in the manner prescribed by G.L. c. 44, §53E or G.L. c. 44, §53G, as may be appropriate. Funds shall be deposited upon request to cover the cost of expected services and failure to make such deposit or replenish existing accounts, as may be necessary, may be grounds for a stop work order by the Building Inspector.
42. Burial of any stumps and debris onsite is expressly prohibited. Localized burial of stones and/or boulders shall not be permitted.
43. Nothing herein may be construed as an acceptance or a guarantee of the Town's acceptance of the project's roadways as Town ways.
44. Upon their construction, the buildings in the proposed development shall be considered non-conforming and no exterior alterations, expansions or changes shall be permitted without either an approved project modification under the provisions of 760 CMR 56.05(11) or a variance approved under G.L. c. 40A, §10.
45. Water-saving devices shall be utilized throughout the buildings.
46. This permit shall not be valid until recorded with the Worcester County Registry of Deeds and evidence of such recording is provided to the Inspector of Buildings and the Board of Appeals.
47. Any and all easements that may be necessary shall be in a form approved by the Board's Counsel, such approval not to be unreasonably withheld.
48. The term "Applicant" shall refer to the current Applicant(s) and its assignees, successors, affiliates, subsidiaries or any other entity related thereto. Any sale, transfer or assignment of the permit, other than an assignment of the permit to a mortgagee pursuant to financing; and any sale of more than 50% of the assets or

interests in the Applicant shall require Board approval, such approval not to be unreasonably withheld.

49.

12-15-09
12-15-12
to
12-15-14

This permit shall expire if construction on the first Phase (as shown on the Plans) is not commenced within three years from the date it is filed by the Board with the Town Clerk. For the purposes of this paragraph, commencement of construction shall be defined as the full construction of the foundation for at least four of the project's proposed buildings. Once commenced, the Project must be completed within 12 years, which period may be extended by the Board upon request of the Applicant, such request not to be unreasonably withheld.

50.

Any failure by the Applicant to adhere to any of the conditions herein shall constitute a violation of this comprehensive permit in its entirety, except that any finding, by any court of competent jurisdiction, that any condition hereof is unenforceable shall not otherwise affect the enforceability of the remainder of the conditions hereof.

51.

In the event of any conflict between the conditions imposed by this Comprehensive Permit and the terms of any other document or agreement regarding this project, the terms and conditions of this permit shall control. Similarly, should any conditions of this permit conflict with the conditions of any approval of any other State, Local or Federal entity, the terms of this permit shall control.

52.

The subject headings in this section are intended for convenience only.

53.

Appeals of this permit shall be made pursuant to G.L. c. 40B.

DOUGLAS ZONING
BOARD OF APPEALS

John Marie
Daniel S. Holmes
Barry L. Wren

EXHIBIT A

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

This Amended Memorandum of Understanding, dated this 24th day of January, 2008, by and between the Town of Douglas (hereinafter "Town"), acting by and through its Board of Selectmen, and NorthBrown, LLC, a Massachusetts limited liability company with a usual place of business at 28 Main Street, Douglas, Massachusetts 01516 (hereinafter "Developer")

WHEREAS the Developer has entered into an agreement with the owner of a certain parcel of land on North Street and Brown Road in Douglas, Worcester County, Massachusetts, shown as Parcel 61 on Douglas Assessors Map 117, to purchase the property (hereinafter the "Property"), subject to the Developer obtaining permits and approvals for the residential development of the Property; and

WHEREAS the Developer intends to file a Comprehensive Permit Application with the Douglas Zoning Board of Appeals in order to develop the Property pursuant to the provisions of G.L. c. 40B § 20-23; and

WHEREAS the Developer has entered into discussions with the Town for the submittal by the Town of an application to the Massachusetts Department of Housing and Community Development (hereinafter "DHCD") under its Local Initiative Program (hereinafter "LIP") for the residential development of the Property; and

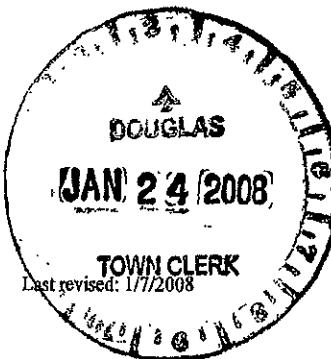
WHEREAS prior to signing a LIP application to DHCD, the Town and the Developer desire to set forth the scope of the information, engineering, plans and documentation that the Developer shall provide to the Town in connection with the LIP Application and the Comprehensive Permit Application to be filed pursuant to G.L. c. 40B § 20-23; and

WHEREAS, the Town and the Developer wish to set forth binding terms regarding the proposed development; and

WHEREAS, the Town and Developer desire that the terms and conditions imposed in this agreement shall be set forth as conditions in any subsequent LIP approval issued by DHCD; and

WHEREAS, The Town and Developer have agreed to amend the original Memorandum of Understanding, dated May 1, 2007, and filed with the Douglas Town Clerk on May 17, 2007, in order to conform to certain requirements of DHCD's Local Initiative Program.

NOW THEREFORE, the parties hereby agree that:



NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

1. The Project approved hereunder is shown on the plans prepared by Heritage Design Group, LLC, One Main Street, Whitinsville, Massachusetts, 01588, entitled Conceptual Subdivision Plan "North Village", dated April 17, 2007 (the "Plans"). Any substantial deviation from or amendment to the Plans shall require prior approval from the Board of Selectmen prior to presentation to the Douglas Zoning Board of Appeals (ZBA). The determination of whether a deviation from or amendment to the Plans is "substantial" shall be made by the Douglas Town Engineer.
2. The project shall consist of no more than the units at the ratios indicated in Table 1.

Table 1 – Proposed number of units and corresponding ratios.

Type of Housing	Affordable	Market Rate		Total # of Units	
Single Family:	7	25%	21	75%	28
Townhouse:	33	31%	72	69%	105*
Total:	40	30%	93	70%	133

* The 105 Townhouse units shall be divided into 31 – Two bedroom units and 74 – Three bedroom units and shall be dispersed proportionally between the required market rate units and the affordable units.

3. The project shall connect to the municipal water system if allowed by the Douglas Board of Water and Sewer Commissioners. Any such connection shall meet the design, construction and connection requirements of the Douglas Water & Sewer Commissioners, the Douglas Water & Sewer Superintendent and the Douglas Fire Chief. The Developer shall not seek approval for a water connection from the ZBA, as may otherwise be permitted under c. 40B, and shall not seek any waivers from local requirements regarding connections to the municipal water system, except that the Developer may seek waivers from fees for the project's affordable units. Nothing in this MOU shall be construed as an approval of any State permits for water service extensions/connections. In any event, the Town's endorsement hereunder is contingent upon a connection to a public water supply.
4. The project shall connect to the municipal sewer system and shall meet the design, construction and connection requirements of the Douglas Water & Sewer Commissioners, and the Douglas Water & Sewer Superintendent. The Developer shall not seek approval for a sewer connection/extension from the ZBA, as may otherwise be permitted under c. 40B, and shall not seek any waivers from local requirements regarding connections/extensions to the municipal sewer system, except that the Developer may seek waivers from fees for the project's affordable units. Nothing in this MOU shall be construed as an approval of any State permits for sewer extensions/connections.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

5. Prior to the commencement of construction or major site work, the Project shall be submitted to and receive all approvals under the Massachusetts Endangered Species Act (MESA) required by the state Natural Heritage and Endangered Species Program (NHESP). During the local hearing before the ZBA, the Developer shall fully disclose all information regarding MESA issues and allow the ZBA to include such issues in its review of the project. Nothing herein shall constitute a waiver of any local jurisdiction over wildlife issues.
6. A list of requests for waivers from applicable local by-laws, regulations and requirements is attached hereto as Exhibit A. The Board of Selectmen supports waiver requests that will allow construction of the number of units on the locations and lots depicted on the Plans. As to all other waiver requests, including with particularity waivers on strictly technical requirements, the Board of Selectmen shall defer to the Town Engineer on the degree to which any such waiver may be warranted. Any additional waiver requests must be approved by the Board of Selectmen prior to being presented to the ZBA, provided that additional insubstantial or purely technical waiver requests may be endorsed by the Town Engineer, without Board of Selectmen approval.
7. The Developer shall construct a fully functional emergency access, in a manner approved by the Douglas Fire Department from the end of Roadway D, as shown on the Plans to Brown Road. No occupancy permits for the single family homes shall be granted until such emergency access is constructed.
8. During the hearing before the ZBA, the Applicant shall be required to demonstrate that the project's stormwater management system complies with all Department of Environmental Protection (DEP) Guidelines and Best Management Practices (BMPs). The Applicant shall provide the Town's Engineer and/or any ZBA peer reviewer with sufficient information to determine whether the system is compliant with DEP Guidelines and BMPs.
9. The Developer shall assist the Town Housing Partnership or other designated municipal entity with the Development and Implementation of an Affordable Housing Plan that meets the requirements of the Massachusetts Department of Housing and Community Development in an effort to obtain a two-year grace period from Comprehensive permit development projects. To assist the Town in this endeavor, within 30 days after an application is submitted to the ZBA, the Developer shall provide a sum of money necessary for the hiring of expert consultants to prepare such a plan, not to exceed \$4,000.00. Such consultant shall be selected and such funds shall be deposited in accordance with G.L. c. 44, §53G.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

10. The Applicant shall be responsible for payment of the Town's outside consultant peer reviewer(s) in accordance with the Comprehensive Permit Rules adopted by the Douglas Zoning Board of Appeals (ZBA) on July 12, 2001, as may be amended, which reviewers may include, but not necessarily be limited to: legal (Town or Special Counsel) and engineering (water, environmental, sewer, traffic, civil, stormwater). The Town, with the assistance of the Applicant, shall seek and apply for such grants and technical assistance as may be available from DHCD or other sources for review of the project, and the development of the Affordable Housing Plan. As evidence of Community Support of the project, as contained in the LIP Application, the Town shall support the Applicant in seeking waivers of the ZBA Comprehensive Permit Application fee for the project, and all building permit and all municipal connection fees for the affordable units within the project.
11. The Project shall include a playground or park along North Street on the land shown as Lot 29 on the plan entitled "Conceptual Subdivision Plan "North village" Douglas, Massachusetts, July 10, 2006 1"=100", for use by residents of the Town of Douglas, which land, upon completion of the improvements, shall be deeded to the Town of Douglas. The design and construction standards of said park shall be approved by the ZBA with input from the Board of Selectmen and the Recreation Committee.
12. The submittal shall conform to the requirements contained in the Comprehensive Permit Rules adopted by the Douglas Zoning Board of Appeals (ZBA) on July 12, 2001, as may be amended.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

13. The Developer shall, where permitted, construct bituminous concrete sidewalks with bituminous concrete vertical curbs along any portion of North Street that is being dug up or otherwise disturbed to install, sewer/water lines or other project infrastructure. Such sidewalks shall be constructed in accordance with any requirements imposed by the Town and shall be constructed prior to the receipt of any occupancy permits for the second phase of the Project, as defined in the phasing scheme shown on the Developer's Plans. Additionally, the Developer shall continue dialog with the Board of Selectmen regarding the construction of sidewalks along the remaining portions of North Street between Colonial Road and the North Street – Gilboa Street intersection, it being expressly understood that such dialog shall not bind the Developer or the Town to undertaking any particular additional action. To that end, the Developer shall, at its sole expense provide to the Town Community Development Department, surveyed and engineered plans showing the design of the sidewalks, along with a report on associated construction cost estimates. Engineering design drawings of these sidewalks shall be provided to the Town Engineer in AutoCAD R14 format, and thereafter. The Developer shall have no additional obligations with respect to sidewalk construction North Street between Colonial Road and the North Street – Gilboa Street intersection.
14. After installation of utilities in North Street, the Developer shall, at its sole expense, provide a full width paved overlay of all portions of North Street that are dug up or otherwise disturbed in order to install project utilities or infrastructure. Such repaving, which shall be completed in accordance with requirements imposed by the Douglas Highway Department, must be completed within two (2) years from the completion of work and the placement of a temporary patch in North Street. Additionally, such work shall be secured by a covenant, pass-book agreement, cash deposit agreement or tri-party agreement in a form approved by the Town.
15. During the Comprehensive Permit application process, consideration shall be given for other off-site improvements that may be borne out of the ZBA's peer review consultant(s), provided such off-site improvements would not make the project uneconomic, in accordance with G.L. c. 40B.
16. The Town agrees that the Developer shall be given at least 48 hours advance notice of any meeting of the Board of Selectmen at which the project is scheduled to be discussed or where any vote is to be taken regarding any aspect of the project.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

17. The Town shall file this MOU with the Town Clerk within seven days of full execution by the parties, and thereafter the Board of Selectmen shall sign the LIP Application, and provide the Applicant with a letter of support for the Local Initiative Program Application for Comprehensive Permit Projects to be filed with DHCD, and shall otherwise cooperate with the Applicant in obtaining DHCD approval of the Project. This Memorandum of Understanding (MOU) shall expire exactly two years from the date of filing with the Town Clerk if a Comprehensive Permit from the ZBA is not issued prior to that date. Extensions may be granted for periods of no longer than one (1) year each and only if both parties agree in writing to said extension. Extensions must be requested prior to the expiration of this document or an agreed upon extension. However, if there is a third party appeal of any ZBA approval or any other permit or approval necessary for the construction of the project and the Developer is actively defending such appeal or review then this MOU shall be automatically extended for such period of time as is necessary to fully and completely determine such appeal(s) or review(s).
18. This MOU constitutes a binding Massachusetts contract between the parties and may be enforced, in equity, by a court of competent jurisdiction. The Developer may not seek relief from the Massachusetts Housing Appeals Committee for any alleged breach of this MOU, but the Developer otherwise retains and reserves the right to seek relief from the Massachusetts Housing Appeals Committee from any decision of the ZBA, as may be allowed by G.L. c. 40B, including, but not limited to, the review of any denial or conditional grant of a Comprehensive Permit by the ZBA. In the event that the Board of Selectmen is in support of any such decision by the ZBA, the Board may withdraw from its obligations hereunder, in which event, the LIP endorsement shall become null and void. In the event that the Developer breaches this MOU, as determined by a court of competent jurisdiction, or this MOU expires before a Comprehensive Permit is issued by the ZBA, any LIP endorsement by DHCD shall be considered null and void and, as a consequence, the requirements of 760 CMR 31.01(1)(b) shall be deemed NOT to be satisfied.
19. Notwithstanding the binding effect of this MOU, the Town may terminate the same if unforeseen environmental factors are discovered that will adversely impact the public health, safety, or welfare.
20. Any amendments to this MOU shall be in writing, signed by all parties.
21. This MOU may not be assigned without the express written authorization of the Town.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

Executed as a sealed instrument this 24th day of January, 2008.

NorthBrown, LLC

By: John Hayash
Its Manager, duly authorized

Town of Douglas, by its duly elected Board of Selectmen

W.S.H.
John Bruland
Paula Brouillet
J.H.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

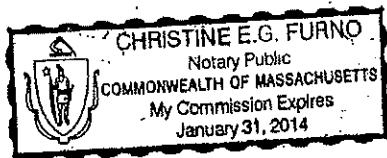
Town of Douglas
Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

January 16, 2008.

On this day before me the undersigned notary public, personally appeared *Michael Hughes*, who proved to me through satisfactory evidence of identification, which was *personally known*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily in his capacity for its stated purpose.



Christine E.G. Furno
Notary Public
My commission expires: *January 31, 2014*

COMMONWEALTH OF MASSACHUSETTS

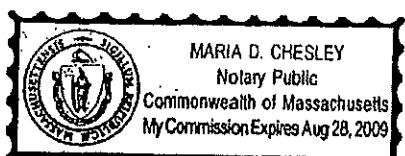
Worcester, ss

January 24, 2008.

On this day before me the undersigned notary public, personally appeared

Edwin Taiyale

, who proved to me through satisfactory evidence of identification, which was *personally known* to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily in their capacity for its stated purpose.



Maria D. Chesley
Notary Public
My commission expires: *8/28/09*

EXHIBIT B

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

This Amended Memorandum of Understanding, dated this 10 day of June, 2009, by and between the Town of Douglas (hereinafter "Town"), acting by and through its Board of Selectmen, and NorthBrown, LLC, a Massachusetts limited liability company with a usual place of business at 28 Main Street, Douglas Massachusetts 01516 (hereinafter "Developer")

WHEREAS the Developer has entered into an agreement with the owner of a certain parcel of land on North Street and Brown Road in Douglas, Worcester County, Massachusetts, shown as Parcel 61 on Douglas Assessors Map 117, to purchase the property (hereinafter the "Property"), subject to the Developer obtaining permits and approvals for the residential development of the Property, and

WHEREAS, on or about January 24, 2008, the Developer and Town entered into the original MOU (a copy of which is attached hereto as Exhibit A) for the development of a certain project pursuant to G.L. c 40B, §§20-23, under the so-called Local Initiative Program (LIP) administered by the Department of Housing and Community Development (DHCD); and

WHEREAS, on or about January 4, 2008, DHCD issued a so-called Project Eligibility letter endorsing the proposed project; and

WHEREAS, on or about April 15, 2008, pursuant to the original MOU, DHCD's endorsement and the provisions of c. 40B, §§20-23, the Developer filed a Comprehensive Permit Application with the Douglas Zoning Board of Appeals (ZBA); and

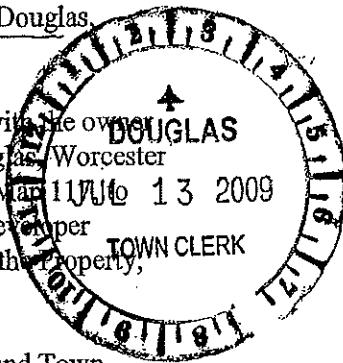
WHEREAS, due to certain constraints and limitations, the Developer has entered into discussions with the Town for a revision to the comprehensive permit application and the proposed development plans; and

WHEREAS, pursuant to the original MOU, a revised MOU is required to present the proposed revised plans for approval by the ZBA; and

WHEREAS, the Town and the Developer wish to ratify the binding terms of the original MOU and set forth additional terms to facilitate the proceedings on the application for the revised development plans; and

WHEREAS, the Town and Developer desire that the terms and conditions imposed in this agreement shall be set forth as conditions in any subsequent Amended LIP approval issued by DHCD.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that:



NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

1. The revised development proposal (the "Project") approved hereunder is shown on the "Project Parcel" on the plan prepared by Heritage Design Group, LLC, One Main Street, Whitinsville, Massachusetts, 01588, entitled "Concept Plan, 2 Unit Building Layout, "North Village", dated March 11, 2009, Revised: May 28, 2009 (the "Plan"). Any substantial deviation from or amendment to the Plan shall require prior approval from the Board of Selectmen prior to further proceedings before the ZBA. The determination of whether a deviation from or amendment to the Plan is "substantial" shall be made by the Douglas Town Engineer.
2. The Project shall consist of no more than the units at the ratios indicated in Table 1.

Table 1 – Proposed number of units and corresponding ratios.						
Type of Housing	Affordable		Market Rate		Total # of Units	
Townhouse:	31	25%	93	75%	124*	100%

* The 124 Duplex Townhouse units shall be Three bedroom units..

3. The Project, if approved by the ZBA and all other applicable permit granting authorities, shall connect to the municipal water system under conditions of approval administered by the Douglas Water & Sewer Superintendent and the Douglas Fire Chief, which conditions are attached hereto as Exhibit A.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

4. Upon approval of the connection to the municipal water system and upon acquisition of the land comprising the Project Parcel the Developer shall cause to be conveyed to the Town of Douglas, for consideration of One Dollar, the parcel shown as "Water Tower Parcel" on the "Remaining Land" all as shown on the Plan, together with an easement to use the "ROW Easement" shown on the Plan for all purposes for which streets and ways are used in the Town of Douglas. The parties agree that the cash purchase price for the "Water Tower Parcel" is less than the fair market value, and the difference between the fair market value less the cash purchase price is intended to be a "Noncash Charitable Contribution" from the grantor to the Town of Douglas. The Town of Douglas shall cooperate with the grantor in executing such documentation as may be reasonably required to document said charitable contribution. The Developer shall bear all costs associated with such documentation. The construction of said "ROW Easement" and all site work associated with the "Water Tower Parcel" shall be at the sole cost and expense of the Town of Douglas. In the event that the owner of the "Remaining Land" shall, at any time, desire to relocate said "ROW Easement", any such relocation shall be at the sole cost and expense of the owner of the "Remaining Land", shall conform to all required standards and regulations for construction of such a right of way, and shall not, in any way, interfere with or impede access to the "Water Tower Parcel." Building and occupancy permits for the Project's first six dwelling units may be obtained prior to the construction of a booster pump to serve the project, as described in Exhibit A or the Water Tower, provided however that in the event that the Town commences construction of the Water Tower prior to the issuance of the first building permit for the Project, the Developer shall pay to the Town, the sum of \$82,000.00 toward the cost of constructing the Water Tower. "Commencement of construction" in this regard shall be defined as construction of the foundation and/or footings for the Water Tower. The payment of said \$82,000.00, if due, shall be made in installments of \$2,000.00 per unit for the Project's first 41 units, said installments to be paid at or prior to the issuance of the occupancy permit for each of said 41 units. If construction of the Water Tower has commenced but is delayed, additional building permits, beyond the initial six, may be issued without the requirement for construction of a booster pump, subject to the approval of the Building Inspector and Douglas Fire Chief.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

5. The Project shall connect to the municipal sewer system under conditions of approval as administered by the Douglas Water & Sewer Commissioners and the Douglas Water & Sewer Superintendent, which conditions are attached hereto as Exhibit B :
6. Prior to the commencement of construction or major site work, the Project shall be submitted to and receive any required approvals under the Massachusetts Endangered Species Act (MESA) required by the state Natural Heritage and Endangered Species Program (NHESP) or, if no such approval is required shall submit evidence that is satisfactory to the ZBA regarding the lack of required approvals. Nothing herein shall constitute a waiver of any local jurisdiction over wildlife issues.
7. A list of requests for waivers from applicable local by-laws, regulations and requirements is attached hereto as Exhibit C. The Board of Selectmen supports waiver requests that will allow construction of the number of units on the locations and lots depicted on the Plans. As to all other waiver requests, including with particularity waivers on strictly technical requirements, the Board of Selectmen shall defer to the Town Engineer on the degree to which any such waiver may be warranted. Any additional waiver requests must be approved by the Board of Selectmen prior to being presented to the ZBA, provided that additional insubstantial or purely technical waiver requests may be endorsed by the Town Engineer, without Board of Selectmen approval.
8. During the hearing before the ZBA, the Applicant shall be required to demonstrate that the Project's stormwater management system complies with all Department of Environmental Protection (DEP) Guidelines and Best Management Practices (BMPs). The Applicant shall provide the Town's Engineer and/or any ZBA peer reviewer with sufficient information to determine whether the system is compliant with DEP Guidelines and BMPs.
9. The Developer shall assist the Town Housing Partnership or other designated municipal entity with the Development and Implementation of an Affordable Housing Plan that meets the requirements of the Massachusetts Department of Housing and Community Development in an effort to obtain a two-year grace period from Comprehensive permit development projects. To assist the Town in this endeavor, the Developer has provided the sum of \$4,000.00 to the Town. Such consultant shall be selected and such funds shall be deposited in accordance with G.L. c. 44, §53G.

10. The Applicant shall be responsible for payment of the Town's outside consultant peer reviewer(s) in accordance with the Comprehensive Permit Rules adopted by the Douglas Zoning Board of Appeals (ZBA) on July 12, 2001, as may be amended, which reviewers may include, but not necessarily be limited to: legal (Town or Special Counsel) and engineering (water, environmental, sewer, traffic, civil, stormwater). The Town, with the assistance of the Applicant, may seek and apply for such grants and technical assistance as may be available from DHCD or other sources for review of the project, and the development of the Affordable Housing Plan. As evidence of Community Support of the project, as contained in the LIP Application, the Town shall support the Applicant in seeking waivers of the ZBA Comprehensive Permit Application fee for the project, and all building permit and all municipal connection fees for the affordable units within the project.
11. The Project shall include a playground or park along North Street on the land shown as "Playground" on the plan entitled "Concept Plan, 2 Building Layout, "North Village" Douglas, Massachusetts, March 9, 2009, Revised: May 18, 2009, 1"=100", for use by residents of the Town of Douglas, which land, upon completion of the improvements, shall be deeded to the Town of Douglas. The design and construction standards of said park shall be approved by the ZBA with input from the Board of Selectmen and the Recreation Committee. The Playground shall be constructed on a separate parcel, shown on the Plan as "Playground", which shall be donated to the Town.
12. Except as may be contemplated hereunder, there shall be no further residential unit development on the portion of the Property that is the location of the proposed duplex condominiums, shown as the "Project Parcel" on the Plan. This restriction shall apply only to the "Project Parcel" as shown on the Plan, and shall be expressly included as a condition in any Comprehensive Permit issued by the ZBA.
13. The submittal shall conform to the requirements contained in the Comprehensive Permit Rules adopted by the Douglas Zoning Board of Appeals (ZBA) on July 12, 2001, as may be amended.

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

14. The Developer shall, where permitted, construct bituminous concrete sidewalks with bituminous concrete vertical curbs along any portion of North Street that is being dug up or otherwise disturbed to install, sewer/water lines or other project infrastructure. Such sidewalks shall be constructed in accordance with any requirements imposed by the Town and shall be constructed prior to the receipt of any occupancy permits for the second phase of the Project, as defined in the phasing scheme shown on the Developer's Plans. Additionally, the Developer shall continue dialog with the Board of Selectmen regarding the construction of sidewalks along the remaining portions of North Street between Colonial Road and the North Street – Gilboa Street intersection, it being expressly understood that such dialog shall not bind the Developer or the Town to undertaking any particular additional action. To that end, the Developer shall, at its sole expense provide to the Town Community Development Department, surveyed and engineered plans showing the design of the sidewalks, along with a report on associated construction cost estimates. Engineering design drawings of these sidewalks shall be provided to the Town Engineer in AutoCAD R14 format, and thereafter. The Developer shall have no additional obligations with respect to sidewalk construction North Street between Colonial Road and the North Street – Gilboa Street intersection.

15. After installation of utilities in North Street, the Developer shall, at its sole expense, provide a full width paved overlay of all portions of North Street that are dug up or otherwise disturbed in order to install project utilities or infrastructure. Such repaving, which shall be completed in accordance with requirements imposed by the Douglas Highway Department, must be completed within two (2) years from the completion of work and the placement of a temporary patch in North Street. Additionally, such work shall be secured by a covenant, pass-book agreement, cash deposit agreement or tri-party agreement in a form approved by the Town.

16. During the Comprehensive Permit application process, consideration may be given for other off-site improvements that may be borne out of the ZBA's peer review consultant(s), provided such off-site improvements would not make the project uneconomic, in accordance with G.L. c. 40B.

17. The Town agrees that the Developer shall be given at least 48 hours advance notice of any meeting of the Board of Selectmen at which the project is scheduled to be discussed or where any vote is to be taken regarding any aspect of the project.

COMPLETE
9-24-16
↓
9-24-18

18. The Town shall file this Amended MOU with the Town Clerk within seven days of full execution by the parties, and thereafter the Developer shall notify DHCD of the changes to the Project in accordance with 760 CMR 56.04 (5). The Town shall otherwise cooperate with the Applicant in obtaining any required DHCD approval of the Project. This Amended MOU shall expire exactly two years from the date of filing with the Town Clerk if a Comprehensive Permit from the ZBA is not issued prior to that date. Extensions may be granted for periods of no longer than one (1) year each and only if both parties agree in writing to said extension. Extensions must be requested prior to the expiration of this document or an agreed upon extension. However, if there is a third party appeal of any ZBA approval or any other permit or approval necessary for the construction of the project and the Developer is actively defending such appeal or review then this MOU shall be automatically extended for such period of time as is necessary to fully and completely determine such appeal(s) or review(s).
19. This Amended MOU is intended to modify, rather than replace the terms of the original MOU. All terms of the original MOU that are not modified or deleted by this Amended MOU are hereby ratified and incorporated herein.
20. This Amended MOU constitutes a binding Massachusetts contract between the parties and may be enforced, in equity, by a court of competent jurisdiction. The Developer may not seek relief from the Massachusetts Housing Appeals Committee for any alleged breach of this MOU, but the Developer otherwise retains and reserves the right to seek relief from the Massachusetts Housing Appeals Committee from any decision of the ZBA, as may be allowed by G.L. c. 40B, including, but not limited to, the review of any denial or conditional grant of a Comprehensive Permit by the ZBA. In the event that the Board of Selectmen is in support of any such decision by the ZBA, the Board may withdraw from its obligations hereunder, in which event, the LIP endorsement shall become null and void. In the event that the Developer breaches this Amended MOU, as determined by a court of competent jurisdiction, or this Amended MOU expires before a Comprehensive Permit is issued by the ZBA, any LIP endorsement by DHCD shall be considered null and void and, as a consequence, the requirements of 760 CMR 56.04(1)(b) shall be deemed NOT to be satisfied.

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

**Town of Douglas
Board of Selectmen**

21. Notwithstanding the binding effect of this Amended MOU, the Town may terminate the same if unforeseen environmental factors are discovered that will adversely impact the public health, safety, or welfare.
22. Any further amendments to this MOU shall be in writing, signed by all parties.
23. This MOU may not be assigned without the express written authorization of the Town.

Executed as a sealed instrument this 13 day of July, 2009.

NorthBrown, LLC

By:

Edwin (Eugene) M.

Its Manager, duly authorized

Town of Douglas, by its duly elected Board of Selectmen

John Bushnell
Paula Brouillet
Matthew
John

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

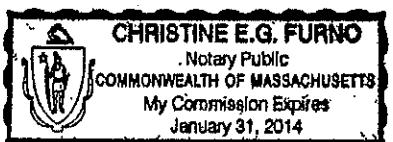
Town of Douglas
Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

July 13, 2009.

On this day before me the undersigned notary public, personally appeared Edwin E. Taipale, who proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily in his capacity for its stated purpose.



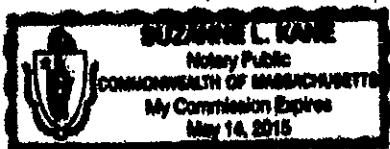
Christine E.G. Forno
Notary Public
My commission expires Jan. 31, 2014

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

16 June, 2009.

On this day before me the undersigned notary public, personally appeared Michael Hughes, John Bombala, Paula Beauchette, Mitch Cohen & Scott Medeiros, who proved to me through satisfactory evidence of identification, which was Board of Selectmen members, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily in their capacity for its stated purpose.



Suzanne L. Kane
Notary Public
My commission expires: 14 May 15

NorthBrown, LLC

**AMENDED
MEMORANDUM OF
UNDERSTANDING**

Town of Douglas
Board of Selectmen

EXHIBIT A

- a. In the event that the Developer commences construction of the project prior to the Town of Douglas constructing a municipal water tower on the "Water Tower Parcel" the Developer shall install, at its own cost and expense, a in line booster water/fire pump capable of achieving a fire flow of 750 GPM at 20 PSI to serve the project. Final approval of the pump and its location will come from the Douglas Fire Chief, the Douglas Water Commissioners and their Engineers.
- b. The pump and water system within the Project is a private Fire Protection System to be owned by the Developer and/or the Condominium Association and shall conform to all standards set by the NFPA as well as state and local laws, bylaws, regulations and rules. The care and upkeep of the pump shall be the responsibility of the developer and/or the Condominium Association. Any violation of the fire protection rules and regulations shall be dealt with by legal action.
- c. Operation and maintenance manuals for the pump shall be furnished to the Douglas Fire Chief and the Douglas Water Commissioners. Weekly testing as well as maintenance shall be done on this unit and all records of this work shall be available for inspection by the Douglas Fire Department.
- d. A fire hydrant shall be located at the entrance to the project at or near the fire/water pump. Hydrants shall be installed at a minimum interval of 500 feet.
- e. All waterworks construction shall have a resident inspector to monitor construction, at the expense of the developer. The resident inspector shall also witness all testing and disinfection of new water facilities.
- f. Developer shall maintain minimum 5'-0" of cover on water main; observe DEP guidelines regarding sewer separation; maintain minimum 1'-0" clearance below drain crossings.
- g. All intersections shall have a three-way gate valve setup.
- h. Developer shall minimize use of bends. Use pipe deflection wherever possible.
- i. All mechanical joints shall be restrained using "Mega lugs."
- j. Water meters will be furnished and installed by the Town, at the expense of the Developer. Each condominium unit shall be supplied with its own 1 inch water service and meter.
- k. All materials specified shall be in accordance with Town of Douglas Water Department Policies and Specifications.
- l. Where cover is less than 5 feet water main shall be wrapped in polyethylene and encased in concrete. Water main installation in locations less than 50 feet from wetlands shall also be wrapped in polyethylene.
- m. An air release valve shall be included at the culvert crossings.

- n. As-Built plans of all water system appurtenances, including but not limited to the water main, fire hydrants, gate valves and services, shall be submitted to the Douglas Water Department upon successful completion of the project.

EXHIBIT B

- a. Air release valves shall be installed as necessary
- b. The sewer force main shall be 4" AWWA C-900
- c. The pump station final operating points shall be adjusted to provide the manufacturer's recommended number of start/stops per hour
- d. A telemetry system for alarms shall be installed and coordinated with the Town of Douglas, if required by the Douglas Water & Sewer Commissioners, and the Douglas Water & Sewer Superintendent..
- e. A biannual report shall be submitted to the Douglas Sewer Department detailing inspection and maintenance of the pump station.
- f. The sewer system within the Project is a private sewer system to be owned by the Developer and/or the Condominium Association and shall conform to all state and local laws, bylaws, regulations and rules. The care and upkeep of the system shall be the responsibility of the developer and/or the Condominium Association. Any violation of the applicable rules and regulations shall be dealt with by legal action.

Exhibit C

**WAIVER LIST
NORTH VILLAGE
NORTH STREET**

TOWN OF DOUGLAS, ZONING BY-LAW

Section 3.1.3 Waive the Table of Use Regulations

Section 4.1.3 Waive the Table of Dimensional Requirements

Section 4.2 Waive the Phased Development By-law

Section 7.2.4 Waive the requirement of the issuance of a special permit issued by the Planning Board.

Section 7.2.7 Waive the Basic Maximum Number of Dwelling Units.

Section 7.2.11 Waive the requirement to build the roadway serving the site to conform with the standards of the Town.

Section 7.2.16 Waive the requirement that stormwater management shall be consistent with the requirements for subdivisions.

Section 7.2.17 Waive the requirement for the Planning Board to approve or deny an application for a Flexible Development.

Exhibit C

**WAIVER LIST
NORTH VILLAGE
NORTH STREET**

**TOWN OF DOUGLAS, RULES AND REGULATIONS GOVERNING THE
SUBDIVISION OF LAND**

Section II.A Waive the requirement that subdivision shall be created without first submitting to the Planning Board with a Definitive Plan.

Section III.A Waive the requirement to submit a Preliminary Plan to the Planning Board.

Section III.B Waive the requirement to submit a Definitive Plan to the Planning Board.

Section III.B.3.m Waive the requirement to perform test pits at 100 foot intervals along the centerline of the proposed roadways to determine the foundation material.

Section III.B.5 Waive the requirement that a performance bond is secured prior to the approval of the Definitive Plan.

Section IV.A.b Waive the requirement that proposed streets shall conform to the Master or Study Plan as adopted by the Board.

Section IV.A.c Waive the requirement for providing the proper projection of streets to adjoining property.

Section IV.A.2 Waive the requirement for the minimum right of way width to be fifty (50) feet.

Section IV.A.3.e Waive the requirement that the grades at all intersections shall not exceed 2% for a distance of one hundred fifty feet (150').

Section IV.A.4.a Waive the requirement that dead end street shall not be longer than five hundred (500) feet.

Section V.B Waive the requirement to use granite curbing in all locations.

Section V.D Waive the requirement for cement concrete sidewalks.

Exhibit C

WAIVER LIST
NORTH VILLAGE
NORTH STREET

TOWN OF DOUGLAS, WETLANDS PROTECTION REGULATIONS

Waive the entirety of the regulations.