

**Board of Selectmen
Agenda
Municipal Center Resource Room / Remote Meeting
Tuesday, April 20, 2021**

7:00 pm

- Call to Order by Roll Call
- Pledge of Allegiance
- Chairman announcements
 - ~ Recognize Snow plow Volunteers
- 1. Chapter 61 Notice – Coppola Parcel 1 & 2 Bald Hill Road – Possible Vote(s)
- 2. Sign May 11, 2021 Election Warrant - Possible Votes(s)
- 3. Appoint COA –Jean Dwinnell – Possible Vote(s)
- 4. Assign TM Motions – Possible Vote(s)
- 5. Approve Minutes – Possible Vote(s)
- 6. TA Report & COVID update
- 7. Open Session for topics not reasonably anticipated 48 hours in advance of the meeting.
- 8. Executive Session – Collective Bargaining & Litigation
- 9. Adjournment

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
April 20, 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, Michael Hughes, TA Matthew Wojcik, and Lisa Freeman (Executive Assistant).

• **Pledge of Allegiance (00:10):**

• **Chairman Announcements (00:29):**

~ **Recognize Snow Plow Volunteers:**

In the packet is a memo from Suzanne Kane, dated 4/15/21, re: Chairman's Announcement, and a listing from Highway Superintendent John Furno, dated March 23, 2021.

• Mr. Morse recognized by name, the individuals who offered to step in and drive town vehicles for the highway department in the event the highway personnel were quarantined due to COVID.

1. Chapter 61 Notice – Coppola Parcel 1 & 2 Bald Hill Road – Possible Vote(s) (1:29):

In the packet is a memo from Suzanne Kane, dated 4/15/21, re: Chapter 61 Notification, Chapter 61 Procedures Record Checklist for Parcel 1 & 2, Notices of Intent from the Law Office of W. Robert Knapik, P.C., re: Notice of Intent..., and supporting documents.

• The board received notice that Hannah Coppola intends to take a total of 25.43 acres of land on Bald Hill Road out of Chapter 61. The Planning Board, Conservation Commission, and Open Space have all voted to recommend the Board of Selectmen, NOT exercise their right of first refusal (do not purchase land). **Mr. Hughes made a motion to NOT exercise the board's right of first refusal for Parcel 1 & 2 – Bald Hill Road 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.**

2. Sign May 11, 2021 Election Warrant – Possible Vote(s) (02:33):

In the packet is the Warrant for Annual Town Election – May 11, 2021.

• **Mr. Hughes made a motion to sign the Election Warrant for May 11, 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.**

3. Appoint COA – Jean Dwinnell – Possible Vote(s) (03:03):

In the packet is a memo from Suzanne Kane, dated 4/15/21, re: COA Appointment, and an application from Jean Dwinnell, dated April 12, 2021, for Council on Aging.

• Jean Dwinnell is applying for an opening on the Council on Aging. The COA supports her appointment. Since reappointments are coming up in June, Suzanne Kane asked that Ms. Dwinnell be appointed for a term ending June 30, 2022. **Mr. Bonin made a motion to appoint Jean Dwinnell to the Council on Aging for a term ending June 30, 2022 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.

4. Assign TM Motions – Possible Vote(s) (04:50):

In the packet are copies of Town Meeting Motions & Presenters for May 3, 2021.

• Mr. Hughes noted that since Town Meeting was moved to May 15th, and he is not running for another term as Selectmen, he will not be able to make any motions. Mr. Bonin and the other Board members, took the opportunity to thank Mr. Hughes for his many years as a Selectmen, stating Mr. Hughes has been an asset with his institutional knowledge, and has always been a voice of reason. Mr. Hughes thanked the Board stating he will still be available. The Board assigned the motions.

5. Approve Minutes – Possible Vote(s) (11:48):

• April 6, 2021: **Mr. Hughes made a motion to approve the minutes of April 6, 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.**

• April 6, 2021 – Executive Session: **Mr. Hughes made a motion to approve the Executive Session Minutes of April 6, 2021 as presented, and retain all. 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. TA Report & COVID Update (12:38):

• **COVID:** TA Wojcik reported the State numbers are down however there are still communities in the Red. Douglas is averaging 6-7 positive cases. TA Wojcik reported the Uxbridge Clinic is going full tilt and Douglas staff are still helping.

• **Division of Local Services (13:46):** TA Wojcik reported there has been correspondence from Division of Local Services, they will be revisiting “How” money is allocated to cities and towns without a county form of government. The latest spreadsheet he saw had \$2.466 million allocated for Douglas, 3 times bigger than the amount they were originally told. He stated the board will have conversation on how to use the money, one option being a higher level of services going forward. TA Wojcik stated the Town still has CARES ACT funds to purchase PPE.

• **Budget (18:00):** TA Wojcik reported he has been doing budget cleanup to make sure they are ready for Town Meeting.

• **EDC (18:00):** TA Wojcik reported there is good progress on the EDC front and gave an update on the Tri-Town project.

• **Finance Committee Recommendations (23:14):** TA Wojcik reported the Finance Committee meet and gave their recommendation on the warrant articles.

7. Open Session for Topics not Reasonable Anticipated 48 Hours in Advance of the Meeting (23:42):

• **NGrid Tree Cutting Program:** Mr. Hughes inquired about NGrid’s tree cutting program. He stated they seem to be cleaning up small debris leaving the large tree trunks behind. TA Wojcik will contact NGrid and Tree Warden / Highway Superintendent John Furno and report back to the Board at their next meeting.

8. Executive Session – Collective Bargaining & Litigation (28:07):

Mr. Bonin made a motion at 7:28 pm, to go into Executive Session for the purpose of collective bargaining and 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 7:36 pm.

Mr. Cortese made a motion at 7:50 pm, to leave Executive Session, and 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.

9. Adjournment:

Mr. Hughes made a motion at 7:50 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 *SK*
Administrative Assistant

Date: April 15, 2021

Re: Chairman's Announcement

Kevin, please thank the individuals on the attached list. They offered to step in and drive the town vehicles if the highway department was out due to COVID. If you remember, you all signed Certificates of Appreciation for them and I mailed them out.

DOUGLAS HIGHWAY DEPARTMENT
56 MAIN STREET
DOUGLAS, MASSACHUSETTS 01516
(508) 476-3378 Fax: (508) 476-2721 TTY: (508) 476-1619
John J. Furno, Superintendent
The Town of Douglas is an equal opportunity provider, and employer.

March 23, 2021

Jacob Schultzberg
2 Stonehill Drive
Douglas, MA 01516

Daniel Heney
44 Shady Lane
Douglas, MA 01516

Colin Haire
8 Northwoods Drive
Douglas, MA 01516

Patrick Manning
56 Riedell Road
Douglas, MA 01516

Drivers from Pyne Sand & Stone:

Richard Spaulding Jr.
9 Springdale Road
Jefferson, MA 01522

Victor MacLeod
323 Hill Street
Whitinsville, MA 01588

David Talvy
11 Thomas Street
Ashland, MA 01721

Donald Lyford
60 Linden Street
Douglas, MA 01516

Kyle Lahousse
1 Buxton Road
Douglas, MA 01516

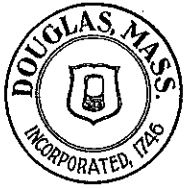
Neal Ford
7 Forge Lane
Sutton, MA 01590

James Hicks
46 Meadow Road
Spencer, MA 01562

Thomas McGrath
19 Harvest Road
Uxbridge, MA 01562

Tyler Brown
581 Fabyan Road
N. Grosvenordale, CT 06255

Chad Carter
9 Park Road
Holland, MA 01521



Selectmen's Office
Town of Douglas

MEMO

To: Board of Selectmen

From: Suzanne Kane *SK*
Administrative Assistant

Date: April 15, 2021

Re: Chapter 61 Notification

In your packet are TWO notices to take land out of Chapter 61. Both are for land on Bald Hill Rd, owned by Hannah Coppola. One is for Parcel 1 – 10.13 acres, and the other is for Parcel 2 – 15.3 acres. The Planning Board, Conservation Committee, and Open Space have all voted to recommend the BOS NOT exercise their right of first refusal. (do not purchase the land). Please sign the Notice of NONexercise documents in the red folder.

Parcel 1 10.13 Acres

Bald Hill Rd.

CHAPTER 61, 61A, and 61B PROCEDURES RECORD
Conversion of land to residential; industrial or commercial use;
notice to city or town; first refusal option.

Landowner: Coppola

Book: 924
Page: 119 (plan)

1) Notice of intent to convert land sent by certified mail by the landowner must be received by all of the following:

- ☒ Board of Selectmen
- ☒ Board of Assessors
- ☒ Planning Board: 3/18 @ 7:00pm
- ☒ Conservation Commission
- ☒ Open Space 3/18 @ 11:00am

Notice of intent to convert must include:

- ☒ Purchase & Sale Agreement

2) Date of postmark of last notice of intent mailed to the above Boards and Commission Feb 24, 2021
Date 120 day period ends 6/23/2021 *The Town's first right of refusal period of 120 days following the latest date of deposit in the United States mail.*

3) The Town responds to the request for conversion of land with a letter within 14 days. See attached sample letter.

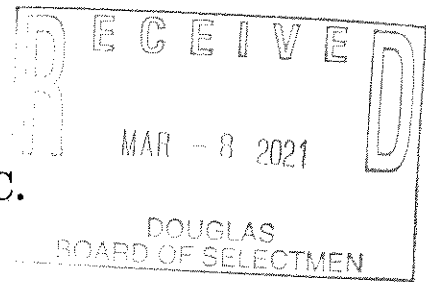
4) A copy of the Notice of Intent is sent to all municipal departments. Recommendations are sought from the Board of Assessors, Planning Board, Conservation Commission, Recreation Commission, and Open Space Committee. Request for rollback tax information is submitted to the Board of Assessors and real estate tax status is sought from the Collector of Taxes.

- ☐ On the Planning Board's agenda 3/18 7:00pm
- ☐ On the Conservation Commission's agenda 4/5 @ 7:00
- ☐ On the Open Space agenda 3/18 11:00am

5) At a Public Hearing the Board of Selectmen may exercise their first right of refusal. Date: April 20th

- ☐ The Board of Selectmen vote to exercise its right of first refusal. *A written notice is sent by certified mail to the landowner at the address specified in the notice of intent and recorded with the registry of deeds within the option period. In the case of an intended sale, the Town must meet the bona fide offer to purchase said land. In the case of intended conversion not involving sale, land is purchased at a full and fair market value determined by an impartial appraisal.*
- ☐ The Board of Selectmen vote to not exercise its right of first refusal. *A written notice is sent to the landowner at the address specified in the notice of intent.*

Parcel 1 ~ 10.13 acres



LAW OFFICE OF W. ROBERT KNAPIK, P.C.

1279 Providence Road
Whitinsville, MA 01588

(508) 234-3301
(508) 234-2201 (facsimile)

rob@knapiklaw.com
www.knapiklaw.com

February 24, 2021

BY CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Douglas Board of Selectmen
c/o Christine EG. Furno, Town Clerk
29 Depot Street
Douglas, MA 01516

**Re: NOTICE OF INTENT TO SELL FOR OTHER USE PURSUANT
TO G.L. CHAPTER 61B; BALD HILL ROAD, DOUGLAS,
MASSACHUSETTS**

Dear Chairman Morse:

This office represents Hannah P. Coppola (the "Owner"), the Owner of land commonly known as Assessor Map 215-6 and located on Bald Hill Road, Douglas, Massachusetts (the "Land"). The Land is taxed pursuant to M.G.L. c. 61B (Recreational).

Statement of Intent to Sell for Other Use:

In accordance with the provisions of M.G.L. c. 61B, § 9, the Owner hereby provides the Town of Douglas (the "Town") with notice of intent to sell the Land for other use.

Statement of Proposed Use of the Land:

The proposed use of the Land is residential.

Location and Acreage of the Land:

The Land is located on Bald Hill Road, Douglas, Massachusetts, and contains approximately 10.13 acres. The Land is identified on the Town of Douglas Assessors Map 215 as Parcel 6. The Land is shown on the attached map, which is drawn at the scale of Douglas Assessors Map 215.

The Land is also shown on a plan recorded with the Worcester District Registry of Deeds (the "Registry") in Plan Book 924, Plan 119, being "PARCEL 1" on said plan, a copy of which is attached for your reference.

Owner's Contact Information:

Hannah P. Coppola
40 Eric Clauson Lane
Falmouth, MA 02540
(508) 548-1898

Certified Copy of the Executed Purchase and Sale Agreement:

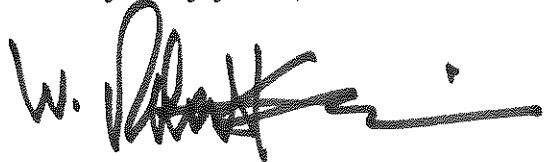
Attached is a copy of the executed Purchase and Sale Agreement for the Land, dated on or about February 1, 2021, as certified by the Owner's attorney, W. Robert Knapik.

Notice of Nonexercise:

Attached is a proposed form of Notice of Nonexercise to be executed and recorded by the Town in the event that the Town elects not to exercise or assign its first refusal option to purchase the Land within 120 days after the day following the date of deposit of this notice in the U.S. mail.

Please contact me if you have any questions regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "W. Robert Knapik", with a long horizontal flourish extending to the right.

W. Robert Knapik

Enclosure

cc: Hannah P. Coppola

AFFIDAVIT

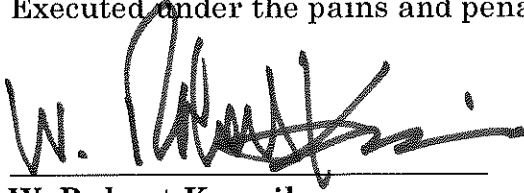
I, W. Robert Knapik, attorney for Hannah P. Coppola (the "Owner"), hereby certify under oath that on February 24, 2021, pursuant to G.L. c. 61B, § 9, I mailed by certified mail, postage prepaid and return receipt requested, a notice of intent to sell for other use for the land owned by the Owner containing approximately 10.13 acres and located on Bald Hill Road, Douglas, Massachusetts, to the following recipients:

1. Douglas Board of Selectmen
c/o Christine EG. Furno, Town Clerk
29 Depot Street
Douglas, MA 01516
2. Douglas Board of Assessors
29 Depot Street
Douglas, MA 01516
3. Douglas Planning Board
29 Depot Street
Douglas, MA 01516
4. Douglas Conservation Commission
29 Depot Street
Douglas, MA 01516
5. Jim Montgomery, Commissioner¹
Department of Conservation and Recreation
251 Causeway Street
Boston, MA 02114
6. Douglas Open Space Committee²
29 Depot Street
Douglas, MA 01516

¹ For State Forester, per M.G.L. c. 61B, § 9

² Per request of Town of Douglas at <https://douglas-ma.gov/250/Land---Selling-Converting>

Executed under the pains and penalties of perjury this 24th day of February, 2021.

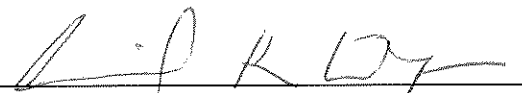
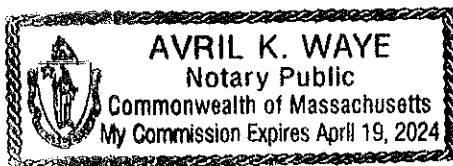


W. Robert Knapik

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this 24th day of February, 2021, before me, the undersigned notary public, personally appeared W. Robert Knapik, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed.


Notary Public
My commission expires: 4/19/24

NOTICE OF NONEXERCISE OF FIRST REFUSAL OPTION
PURSUANT TO G.L. c. 61B, § 9

Pursuant to G.L. c. 61B, § 9, the town of Douglas ("Town") hereby gives notice that by vote of its Board of Selectmen duly taken on _____, 2021, the Town elected not to exercise or assign its first refusal option to purchase land containing approximately 10.13 acres owned by Hannah P. Coppola located on Bald Hill Road, Douglas, Massachusetts, and further described in Exhibit A attached hereto.

Executed under seal this this ____ day of _____, 2021.

**TOWN OF DOUGLAS
BY ITS BOARD OF SELECTMEN**

Kevin D. Morse, Chairman

David P. Cortese, Vice Chairman

Timothy P. Bonin

Harold R. Davis

Michael D. Hughes

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the individual members of the Town of Douglas Board of Selectmen, Kevin D. Morse, David P. Cortese, Timothy P. Bonin, Harold R. Davis and Michael D. Hughes, and acknowledged to me that they signed the preceding or attached document voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief. They proved to me through satisfactory evidence of identification that they are the persons whose names are signed on the preceding or attached document. The satisfactory evidence of identification provided to me was my own personal knowledge of identity of the signatory, to be the person whose name is signed above.

Notary Public

My commission expires:

EXHIBIT A

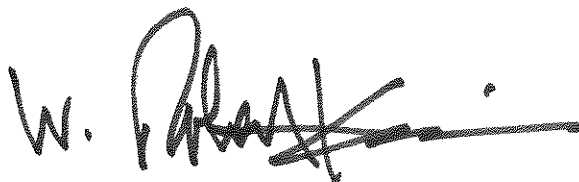
A certain parcel of land situated in Douglas, Massachusetts, located on Bald Hill Road and shown as "PARCEL 1" on a plan of land entitled "ANR Plan, A.P. 215 Lots 6, 7, & 7.1, Prepared for Seamus & Shannon Higgins in Douglas, Massachusetts", Date: September 12, 2016, Scale: 1" = 120', Prepared by Commonwealth Land Surveyors, Inc., and recorded with Worcester District Registry of Deeds in Plan Book 924, Plan 119.

"PARCEL 1" contains 10.13 acres, according to said plan.

Being a portion of the premises described in a deed of Paul J. Valliere and Judith A. Valliere dated March 4, 1982 and recorded with Worcester District Registry of Deeds in Deed Book 7435, Page 65.

CERTIFICATE

I, W. Robert Knapik, attorney for Hannah P. Coppola (the "Owner"), hereby certify that the attached document is a true and accurate copy of the Purchase and Sale Agreement executed on or about February 1, 2021, by the Seller and the Buyer, as defined therein.

A handwritten signature in black ink, appearing to read 'W. Robert Knapik', with a long horizontal stroke extending to the right.

W. Robert Knapik, Esq.
Law Office of W. Robert Knapik, P.C.
1279 Providence Road
Whitinsville, MA 01588

Date: February 24, 2021

STANDARD FORM PURCHASE & SALE AGREEMENT

From the Office of:

Law Office of W. Robert Knapik, P.C.
1279 Providence Road
Whitinsville, MA 01588
(508) 234-3301
(508) 234-2201 Fax

This ____ day of January, 2021.

1. PARTIES AND MAILING ADDRESSES

Hannah P. Coppola of 40 Eric Clauson Lane, Falmouth, Massachusetts 02540, hereinafter called SELLER agree to sell, and

David G. Maine and Melissa K. Muriel of 112 Arcade Avenue, Seekonk, Massachusetts 02771, hereinafter called BUYER or PURCHASER, agrees to buy, upon the terms hereinafter set forth, the following described Premises:

2. DESCRIPTION

The vacant land known as and numbered Assessor Map 215-6, Bald Hill Road, Douglas, Massachusetts 01516, being "PARCEL 1" on a plan recorded with Worcester District Registry of Deeds on in Plan Book 924, Plan 119, and a portion of the property described in the Deed to Seller dated March 4, 1982 and recorded with Worcester District Registry of Deeds in Deed Book 7435, Page 65.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

INTENTIONALLY OMITTED.

4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the nominee designated by BUYER by written notice to SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- Provisions of existing building and zoning laws;
- Existing rights and obligations in party walls which are not the subject of a written agreement
- Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- Any liens for municipal betterments assessed after the date of the Closing;
- Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises as a single-family dwelling; and
- A proposed perpetual restriction or reservation prohibiting: i.) division of the Premises into two or more parcels; ii.) use of the Premises for any use other than residential purposes; and iii.) any increase in the nature or intensity of use of the Premises in excess of one (1) single-family residence by BUYER or BUYER's successors.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. PURCHASE PRICE

The agreed to purchase price for said Premises is One Hundred Ten Thousand and 00/100 (\$110,000.00) Dollars, of which:

\$ 4,500.00
\$ 1,000.00
\$104,500.00

have been paid as a deposit this day, and
have previously been paid to bind the "Offer to Purchase", and
are to be paid at the time of the delivery of the deed in cash, or by certified, cashier's, or bank's attorney's IOLTA check(s).

\$110,000.00 TOTAL

7. REGISTERED TITLE

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

DM

BUYER's Initials

MM

BUYER's Initials

WPK

SELLER's Initials

C:\Users\Mike\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\XP9NLKZ4\Purchase and Sale Agreement (Assessor Parcel 215-6 Bald Hill Road Douglas MA).doc January 27, 2021

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED** Such deed is to be delivered 12 o'clock P.M. on the 31st day of March, 2021, at the Worcester Registry of Deeds, unless otherwise agreed upon in writing. SELLER or SELLER's attorney shall not be required to appear at the Closing as long as BUYER's attorney or BUYER's lender's attorney receives the Deed and any necessary SELLER documents prior to Closing, which Deed and documents shall be held in escrow by BUYER's attorney or BUYER's lender's attorney and recorded upon receipt of funds to settle the purchase of the Premises by BUYER. If the closing is not held at the Worcester Registry of Deeds, SELLER shall not be charged for any courier, wire or additional fees to record the Deed. It is agreed that time is of the essence of this Agreement.
9. **POSSESSION AND CONDITION OF PREMISES** Full possession of said Premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. BUYER shall be entitled personally to enter said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** If SELLER shall be unable to give good title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which the time for performance shall be extended for a period of up to thirty (30) days. Provided, however, in no event shall SELLER be obligated to spend more than \$2,000.00, exclusive of monetary liens, to cure such defect.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM** If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.
12. **BUYER'S ELECTION TO ACCEPT TITLE** BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either:
 - (a) pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by SELLER for any partial restoration.
13. **ACCEPTANCE OF DEED** The acceptance and recording of a deed by BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE** To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in conformance with generally accepted practices of Massachusetts conveyancers.
15. **INSURANCE** Until delivery of the deed, SELLER shall maintain insurance on said Premises as follows:

| | |
|--------------------------------|---------------------------|
| <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
| (a) Fire and Extended Coverage | As presently insured. |

All risk of loss to remain with SELLER until the Closing hereunder.

DM
BUYER's Initials

MM
BUYER's Initials

[Signature]
SELLER's Initials

16. **ADJUSTMENTS** Real estate taxes for the current fiscal year shall be apportioned and fuel value shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by BUYER at the time of delivery of the deed.
17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. **BROKER'S FEE** A Broker's fee for professional services of (AS AGREED) is due from SELLER to Petraglia Real Estate, the Brokers herein, but only if as and when SELLER receives the full purchase price pursuant to this Agreement and BUYER accepts and records SELLER's deed and title passes and not otherwise.
19. **BROKER(S) WARRANTY** The Brokers named herein Petraglia Real Estate Warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.
20. **DEPOSIT** All deposits made hereunder shall be held in escrow by Petraglia Real Estate as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given in writing by SELLER and BUYER or by order of a court of competent jurisdiction.
21. **BUYER'S DEFAULT; DAMAGES** If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by BUYER shall be retained by SELLER as liquidated damages, and this shall be SELLER's sole and exclusive remedy at law or in equity.
22. **RELEASE BY HUSBAND OR WIFE** SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.
23. **BROKER AS PARTY** The Brokers named herein join in this Agreement and become a party hereto, insofar as any provisions of this Agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Brokers agree in writing.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS** BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either SELLER or the Broker(s): NONE
26. **MORTGAGE CONTINGENCY CLAUSE** INTENTIONALLY OMITTED.
27. **CONSTRUCTION OF AGREEMENT** INTENTIONALLY OMITTED.
28. **LEAD PAINT LAW** INTENTIONALLY OMITTED.
29. **SMOKE DETECTORS** INTENTIONALLY OMITTED.
30. **CARBON MONOXIDE DETECTORS** INTENTIONALLY OMITTED.
31. **ADDITIONAL PROVISIONS** See Rider A attached hereto and incorporated herein by reference.

DM
BUYER's Initials


MM
BUYER's Initials

[Signature]
SELLER's Initials

**FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"**

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER: 
Hannah P. Coppola

BUYER: 
David G. Maine

BUYER: 
Melissa K. Muriel

BROKERS


BUYER's Initials


BUYER's Initials


SELLER's Initials

Rider A to Purchase and Sale Agreement

Between

Hannah P. Coppola, as SELLER

And

David G. Maine and Melissa K. Muriol, As BUYER

Assessor Map 215-6, Bald Hill Road, Douglas, Massachusetts 01516 (The "Premises")

This Rider is attached to and incorporated in the foregoing provisions of the Purchase and Sale Agreement. Each and every provision contained in this Rider supersedes any and all contrary provisions in the foregoing paragraphs of the Agreement.

32. **Title Practice Standard.** Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard or title standard of the Real Estate Bar Association for Massachusetts shall be governed by such standards to the extent applicable.
33. **Title Certification Expense.** Notwithstanding anything to the contrary herein contained, BUYER is to pay for and provide at closing a Certificate of Title. It is agreed that if this transfer does not proceed to sale because of BUYER's default, inability to secure financing or similar cause, BUYER will pay any title costs incurred.
34. **Broker.** SELLER represents and warrants to BUYER and BUYER represents and warrants to SELLER that neither party has dealt with brokers or other persons entitled to a broker's commission in connection with this transaction other than those named herein. BUYER and SELLER each agree to hold harmless and indemnify the other from and against all damages, claims, losses, and liabilities, including legal fees, incurred as a result of the failure of this warranty. The provisions of this paragraph shall survive delivery of the deed.
35. **BUYER's Inspections.** BUYER acknowledges that BUYER has been given the opportunity to conduct any and all investigations and inspections of the Premises desired by BUYER, including, without limitation, utility systems, pest and termite, radon, lead paint, asbestos and any other hazardous substances and that BUYER is fully satisfied with the results of such investigations and inspections (and/or hereby waives its rights to raise issues based on such investigations and inspections) and accepts the Premises "as is" and "where is" as of the time of BUYER's inspections and is not relying upon any representations of SELLER or its agents as to the character, quality, use, value, quantity or condition of the Premises, except as expressly set forth herein. Any investigation or inspection of the Premises made by BUYER after the date of this Agreement is strictly for informational purposes or to ensure compliance with this Agreement.
36. **SELLER Representations.** SELLER makes no representations or warranties regarding the presence or absence of lead paint applied to or materials containing lead contained in any portion of the Premises. Without limiting the generality of the foregoing, BUYER agrees that SELLER shall have no responsibility or liability to BUYER for complying with any statutes, building codes, ordinances, bylaws, or regulations which relate to the removal of lead paint or materials containing lead, BUYER hereby assuming all such responsibility and liability arising after the time specified for delivery of SELLER's deed (the "Closing").
37. **No Assignment or Recording.** BUYER shall not assign this Agreement or any of BUYER's interest in it. BUYER shall not record this Agreement, or any notice of it, at any Registry of Deeds or other place of public record. If BUYER breaches any of the provisions of this Section, then at the option of SELLER exercised by written notice to BUYER, this Agreement shall become null and void and SELLER shall retain BUYER's deposit, and any interest earned thereon, as liquidated damages.
38. **Notice.** All notices required to be given hereunder shall be in writing and be deemed duly given when delivered: (i) by hand; (ii) by the U.S. Postal Service after mailing by certified mail, return receipt requested, postage pre-paid (or when delivered by equivalent overnight delivery service), addressed to

DM
BUYER's Initials

MM
BUYER's Initials

[Signature]
SELLER's Initials

the parties at their respective addresses set forth in paragraph 1 of this Agreement; (iii) by facsimile with confirmation of receipt; or (iv) by electronic mail, and

if to BUYER, with a copy to:

Michael E. Heaney
Heaney and Small, LLP
24 Asylum Street
Milford, Massachusetts 01757
(508) 660-2322
(508) 660-2333 (facsimile)
mike@heaneyandsmall.com

and if to SELLER, with a copy to:


W. Robert Knapik
Law Office of W. Robert Knapik, P.C.
1279 Providence Road
Whitinsville, Massachusetts 01588
(508) 234-3301
(508) 234-2201 (facsimile)
rob@knapiklaw.com

39. **Prior Agreements.** All offers and agreements made prior to this Agreement are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are as previously made in writing or expressly set forth in this Agreement.
40. **BUYER's Lender Charges.** SELLER shall only pay for stamps, recording fees, adjustments and mortgage/lien payoffs. Pursuant to The Real Estate Bar Association for Massachusetts' Practice Standard No. 17, SELLER agrees to pay a reasonable fee to the attorney for BUYER's Lender for obtaining and recording a discharge of any mortgage(s) affecting the property. SELLER shall also pay reasonable overnight courier fees for delivery of payoff funds to SELLER's Lender(s).
41. **Release Pursuant to G.L. Chapter 61B.** The Premises is presently classified and taxed as "recreational land" pursuant to the provisions of Massachusetts General Laws, Chapter 61B ("Chapter 61B"). SELLER, at its sole cost and expense, shall provide written notice to the Town of Douglas in accordance with Chapter 61B that the Premises is to be sold to BUYER upon the terms set forth in this Agreement, and shall be used for residential purposes (the "61B Notice"). SELLER shall request written notice releasing the Premises from the Town of Douglas's right of first refusal and any restriction on the sale of the Premises (the "61B Release"). All obligations of SELLER pursuant to this Agreement shall be subject to SELLER obtaining a valid and enforceable 61B Release. In the event that the Town of Douglas chooses to exercise its right of first refusal under Chapter 61B, this Agreement shall terminate and the Deposit shall be returned to BUYER.


Authentisign

Hannah P. Coppola
2/1/2021 5:27:20 PM GMT

Hannah P. Coppola, SELLER

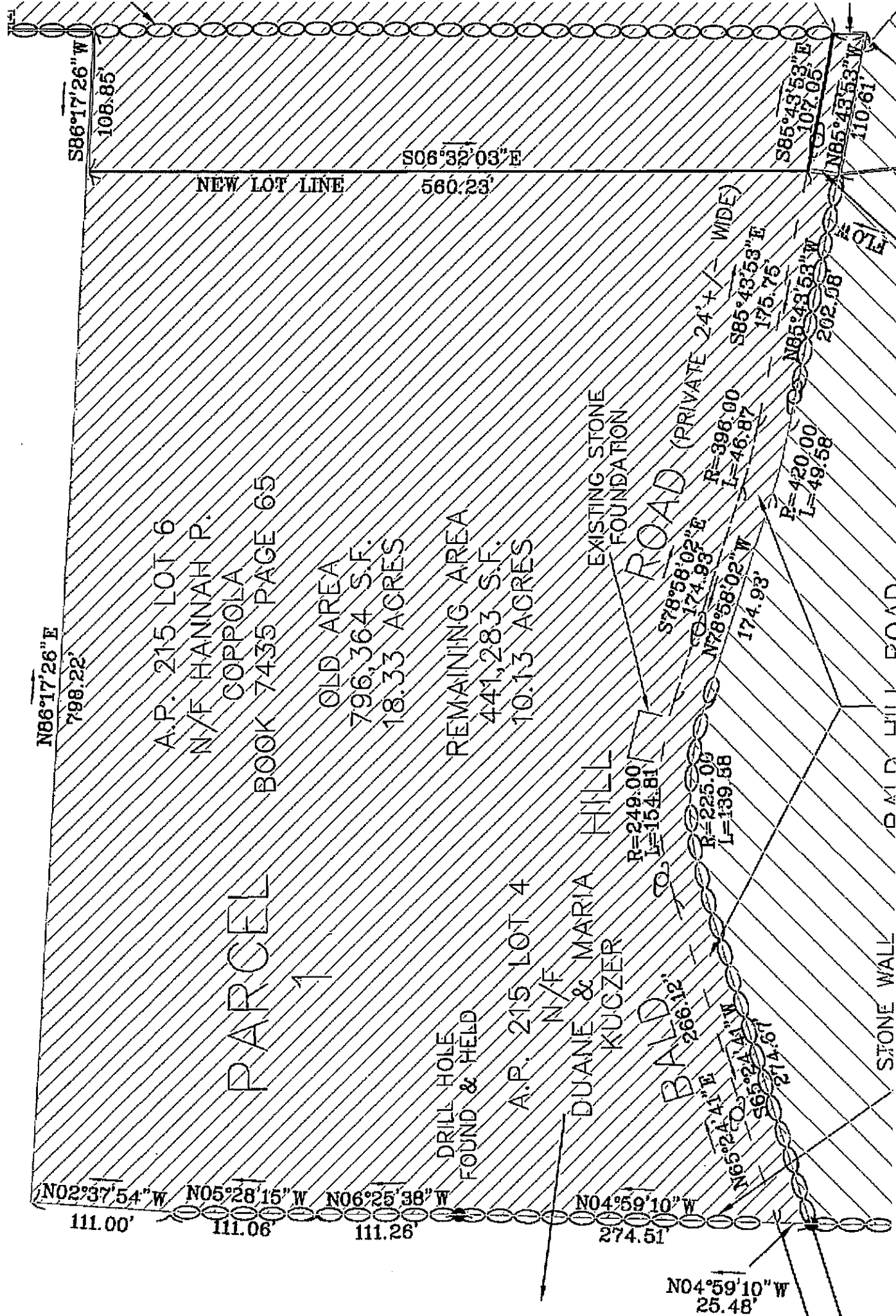

David G. Maine, BUYER


Melissa K. Muriel, BUYER


BUYER's Initials


BUYER's Initials

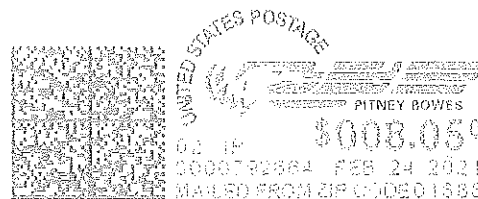

SELLER's Initials



GENERAL MAIL

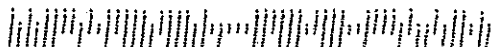


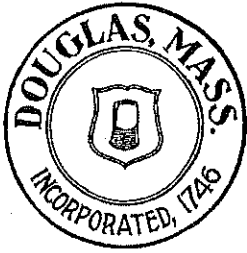
7016 3010 0000 6847 3028



Law Office of W. Robert Knapik, P.C.
1279 Providence Road
Whitinsville, MA 01588

Douglas Open Space Committee
29 Depot Street
Douglas, MA 01516





TOWN OF DOUGLAS

Kevin D. Morse – Chairman
David P. Cortese – Vice Chairman
Timothy P. Bonin
Harold R. Davis
Michael D. Hughes

OFFICE OF THE SELECTMEN

29 Depot Street • Douglas, MA 01516

508-476-4000
Fax: 508-476-1070
TTY 508-476-1619

Matthew J. Wojcik
Town Administrator

Suzanne L. Kane
Administrative Assistant

March 16, 2021

Atty. W. Robert Knapik
1279 Providence Road
Whitinsville, MA 01588

Dear Atty Knapik:

This letter is to serve as acknowledgment of receipt of your client, Hannah Coppola's intent to convert land from MGL Chapter 61 A § 14, identified as Assessors' Map 215-6, approx. 10.13 acres, and recorded with the Worcester District Registry of Deeds in Plan Book 924, Plan 119, being Parcel 1 on said plan, and Assessor's Map 215-7.5. approx. 15.03 acres, and recorded with the Worcester District Registry of Deeds, in Plan Book 924, Plan 119, being Parcel 2 on said plan, and located on Bald Hill Road, Douglas, MA.

We found your notice of intent to be complete as submitted. Your post marked letter of February 24, 2021 for Parcel 1, and March 2, 2021 for Parcel 2, were received on March 8, 2021; the 120 day first right of refusal period ends on June 23, 2021 for Parcel 1, and June 29, 2021 for Parcel 2. Please be advised that during the 120 day period, no sale or conversion of land should be consummated unless you are notified by the Board of Selectmen in writing by certified mail that the Town will not exercise the option.

You may wish to attend meetings of Boards and Commissions at which this matter is discussed:

- The Planning Board met on March 18, 2021 – for both.
- The Conservation Commission met on March 15, 2021 for Parcel 2 (Parcel 1 possibly to be scheduled April 5, 2021).
- The Open Space Committee will meet on March 18, 2021 – for both.

During a public hearing on April 20, 2021 at 7:00 pm, in the Municipal Center Resource Room, 29 Depot Street, the Board of Selectmen is expected to discuss their right to exercise first refusal.

If you have any questions regarding this process, please contact me at the Board of Selectmen's Office at 476-4000 x100.

Kind Regards,

Suzanne Kane
Administrative Assistant

Suzanne Kane

From: Steve Zisk
Sent: Wednesday, March 17, 2021 5:59 PM
To: Suzanne Kane; Maria Lajoie; Sue Perkins (u4ia4u@hotmail.com)
Cc: Beth Mackay; Julie Kessler; Con Com
Subject: Re: REVISED Chapter 61 Request - Coppola Bold Hill Road - Parcel 1 - 10.13 Acres, and Parcel 2 - 15.03 Acres

Hi Suzanne,

At thier March 15, 2021 Conservation Commission Meeting the Commission discussed the 10.13 acre site and it was thier recommendation not to exercise the first refusal option for the town.
I'll need to bring the other proposal to them at their next meeting on April 5, 2021.

Thanks,
Steve

From: Suzanne Kane <skane@douglas-ma.gov>
Sent: Tuesday, March 16, 2021 3:05 PM
To: Maria Lajoie <mlajoie@douglas-ma.gov>; Steve Zisk <szisk@douglas-ma.gov>; Sue Perkins (u4ia4u@hotmail.com) <u4ia4u@hotmail.com>
Cc: Beth Mackay <bmackay@douglas-ma.gov>; Julie Kessler <jkessler@douglas-ma.gov>
Subject: REVISED Chapter 61 Request - Coppola Bold Hill Road - Parcel 1 - 10.13 Acres, and Parcel 2 - 15.03 Acres

Hi everyone,

I did not received an envelope with the request and must know the dated of the postmark, so I checked the Open Space Mail Slot for a copy of the envelope and noticed there were two envelopes. I opened them up (and returned them), and noticed there are actually two different requests for two different lots. Please review both. ConCom, you will need to review the one you missed.

From: Suzanne Kane
Sent: Tuesday, March 09, 2021 5:26 PM
To: Maria Lajoie (mlajoie@douglas-ma.gov) <mlajoie@douglas-ma.gov>; Steve Zisk (szisk@douglas-ma.gov) <szisk@douglas-ma.gov>; Sue Perkins (u4ia4u@hotmail.com) <u4ia4u@hotmail.com>
Cc: Beth Mackay <bmackay@douglas-ma.gov>; Julie Kessler (jkessler@douglas-ma.gov) <jkessler@douglas-ma.gov>
Subject: Chapter 61 Request - Coppola Bold Hill Road

Attached please find a request to take land out of Chapter 61. Please let me know as soon as possible when your board will meet on this item so I can contact the applicant.

Thanks.

Suzanne Kane

Administrative Assistant

Town Administrator / Board of Selectmen
Town of Douglas

Suzanne Kane

From: Suzanne Kane
Sent: Tuesday, March 09, 2021 5:26 PM
To: Maria Lajoie (mlajoie@douglas-ma.gov); Steve Zisk (szisk@douglas-ma.gov); Sue Perkins (u4ia4u@hotmail.com)
Cc: Beth Mackay; Julie Kessler (jkessler@douglas-ma.gov)
Subject: Chapter 61 Request - Coppola Bold Hill Road
Attachments: Chapter 61 Request - Coppola Bald Hill Road.pdf

Attached please find a request to take land out of Chapter 61. Please let me know as soon as possible when your board will meet on this item so I can contact the applicant.

Thanks.

Suzanne Kane

Administrative Assistant

Town Administrator / Board of Selectmen
Town of Douglas
29 Depot Street
Douglas, MA 01516
508-476-4000 ext. 200
skane@douglas-ma.gov (please note – New Email)

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

Parcel 2 1503 acres

Bad Hill Rd

CHAPTER 61, 61A, and 61B PROCEDURES RECORD
Conversion of land to residential; industrial or commercial use;
notice to city or town; first refusal option.

Landowner: Coppola

Book: 924
Page: 119 (p6w)

1) Notice of intent to convert land sent by certified mail by the landowner must be received by all of the following:

- ☒ Board of Selectmen
- ☒ Board of Assessors
- ☒ Planning Board 3/18 @ 7:00pm
- ☒ Conservation Commission 3/15 @ 7:00pm
- ☒ Open Space 3/18 @ 11:00am

Notice of intent to convert must include:

- ☐ Purchase & Sale Agreement

2) Date of postmark of last notice of intent mailed to the above Boards and Commission March 2, 2021
Date 120 day period ends 6/29/2021 *The Town's first right of refusal period of 120 days following the latest date of deposit in the United States mail.*

3) The Town responds to the request for conversion of land with a letter within 14 days. See attached sample letter.

4) A copy of the Notice of Intent is sent to all municipal departments. Recommendations are sought from the Board of Assessors, Planning Board, Conservation Commission, Recreation Commission, and Open Space Committee. Request for rollback tax information is submitted to the Board of Assessors and real estate tax status is sought from the Collector of Taxes.

- ☐ On the Planning Board's agenda 3/18 @ 7:00pm
- ☐ On the Conservation Commission's agenda 3/15 @ 7:00pm
- ☐ On the Open Space agenda 3/18 @ 11:00am

5) At a Public Hearing the Board of Selectmen may exercise their first right of refusal. Date: April 2021

- ☐ The Board of Selectmen vote to exercise its right of first refusal. *A written notice is sent by certified mail to the landowner at the address specified in the notice of intent and recorded with the registry of deeds within the option period. In the case of an intended sale, the Town must meet the bona fide offer to purchase said land. In the case of intended conversion not involving sale, land is purchased at a full and fair market value determined by an impartial appraisal.*
- ☐ The Board of Selectmen vote to not exercise its right of first refusal. *A written notice is sent to the landowner at the address specified in the notice of intent.*

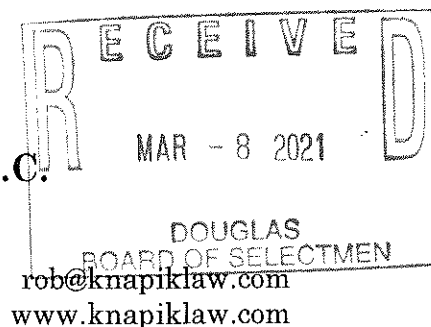
Parcel 2 ~ 15.03 Acres

LAW OFFICE OF W. ROBERT KNAPIK, P.C.

1279 Providence Road
Whitinsville, MA 01588

(508) 234-3301

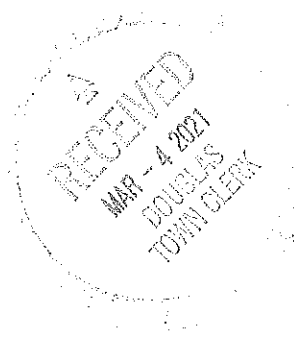
(508) 234-2201 (facsimile)



March 2, 2021

BY CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Douglas Board of Selectmen
c/o Christine EG. Furno, Town Clerk
29 Depot Street
Douglas, MA 01516



**Re: NOTICE OF INTENT TO SELL FOR OTHER USE PURSUANT
TO G.L. CHAPTER 61B; BALD HILL ROAD, DOUGLAS,
MASSACHUSETTS**

Dear Chairman Morse:

This office represents Hannah P. Coppola (the "Owner"), the Owner of land commonly known as Assessor Map 215-7.1 and located on Bald Hill Road, Douglas, Massachusetts (the "Land"). The Land is taxed pursuant to M.G.L. c. 61B (Recreational).

Statement of Intent to Sell for Other Use:

In accordance with the provisions of M.G.L. c. 61B, § 9, the Owner hereby provides the Town of Douglas (the "Town") with notice of intent to sell the Land for other use.

Statement of Proposed Use of the Land:

The proposed use of the Land is residential.

Location and Acreage of the Land:

The Land is located on Bald Hill Road, Douglas, Massachusetts, and contains approximately 15.03 acres. The Land is identified on the Town of Douglas Assessors Map 215 as Parcel 7.1. The Land is shown on the attached map, which is drawn at the scale of Douglas Assessors Map 215.

The Land is also shown on a plan recorded with the Worcester District Registry of Deeds (the "Registry") in Plan Book 924, Plan 119, being "PARCEL 2" on said plan, a copy of which is attached for your reference.

Owner's Contact Information:

Hannah P. Coppola
40 Eric Clauson Lane
Falmouth, MA 02540
(508) 548-1898

Certified Copy of the Executed Purchase and Sale Agreement:

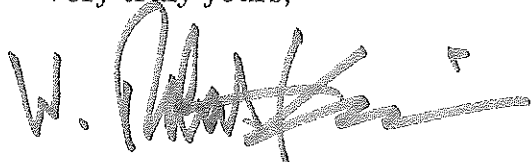
Attached is a copy of the executed Purchase and Sale Agreement for the Land, dated February 26, 2021, as certified by the Owner's attorney, W. Robert Knapik.

Notice of Nonexercise:

Attached is a proposed form of Notice of Nonexercise to be executed and recorded by the Town in the event that the Town elects not to exercise or assign its first refusal option to purchase the Land within 120 days after the day following the date of deposit of this notice in the U.S. mail.

Please contact me if you have any questions regarding this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'W. Robert Knapik', with a long horizontal flourish extending to the right.

W. Robert Knapik

Enclosure

cc: Hannah P. Coppola

AFFIDAVIT

I, W. Robert Knapik, attorney for Hannah P. Coppola (the "Owner"), hereby certify under oath that on March 2, 2021, pursuant to G.L. c. 61B, § 9, I mailed by certified mail, postage prepaid and return receipt requested, a notice of intent to sell for other use for the land owned by the Owner containing approximately 15.03 acres and located on Bald Hill Road, Douglas, Massachusetts, to the following recipients:

1. Douglas Board of Selectmen
c/o Christine EG. Furno, Town Clerk
29 Depot Street
Douglas, MA 01516
2. Douglas Board of Assessors
29 Depot Street
Douglas, MA 01516
3. Douglas Planning Board
29 Depot Street
Douglas, MA 01516
4. Douglas Conservation Commission
29 Depot Street
Douglas, MA 01516
5. Jim Montgomery, Commissioner¹
Department of Conservation and Recreation
251 Causeway Street
Boston, MA 02114
6. Douglas Open Space Committee²
29 Depot Street
Douglas, MA 01516

¹ For State Forester, per M.G.L. c. 61B, § 9

² Per request of Town of Douglas at [https://douglas-ma.gov/250/Land---Selling-
Converting](https://douglas-ma.gov/250/Land---Selling-Converting)

Executed under the pains and penalties of perjury this 2nd day of March, 2021.

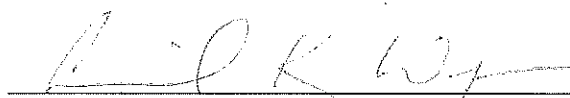
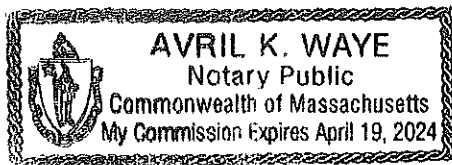


W. Robert Knapik

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this 2nd day of March, 2021, before me, the undersigned notary public, personally appeared W. Robert Knapik, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed.



Notary Public

My commission expires:

4/19/24

NOTICE OF NONEXERCISE OF FIRST REFUSAL OPTION
PURSUANT TO G.L. c. 61B, § 9

Pursuant to G.L. c. 61B, § 9, the town of Douglas (“Town”) hereby gives notice that by vote of its Board of Selectmen duly taken on _____, 2021, the Town elected not to exercise or assign its first refusal option to purchase land containing approximately 15.03 acres owned by Hannah P. Coppola located on Bald Hill Road, Douglas, Massachusetts, and further described in Exhibit A attached hereto.

Executed under seal this this ____ day of _____, 2021.

**TOWN OF DOUGLAS
BY ITS BOARD OF SELECTMEN**

Kevin D. Morse, Chairman

David P. Cortese, Vice Chairman

Timothy P. Bonin

Harold R. Davis

Michael D. Hughes

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the individual members of the Town of Douglas Board of Selectmen, Kevin D. Morse, David P. Cortese, Timothy P. Bonin, Harold R. Davis and Michael D. Hughes, and acknowledged to me that they signed the preceding or attached document voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief. They proved to me through satisfactory evidence of identification that they are the persons whose names are signed on the preceding or attached document. The satisfactory evidence of identification provided to me was my own personal knowledge of identity of the signatory, to be the person whose name is signed above.

Notary Public

My commission expires:

EXHIBIT A

A certain parcel of land situated in Douglas, Massachusetts, located on Bald Hill Road and shown as "PARCEL 2" on a plan of land entitled "ANR Plan, A.P. 215 Lots 6, 7, & 7.1, Prepared for Seamus & Shannon Higgins in Douglas, Massachusetts", Date: September 12, 2016, Scale: 1" = 120', Prepared by Commonwealth Land Surveyors, Inc., and recorded with Worcester District Registry of Deeds in Plan Book 924, Plan 119.

"PARCEL 2" contains 15.03 acres, according to said plan.

Being a portion of the premises described in a deed of Janice M. Bardon dated October 16, 1979 and recorded with Worcester District Registry of Deeds in Deed Book 6852, Page 219.

CERTIFICATE

I, W. Robert Knapik, attorney for Hannah P. Coppola (the "Owner"), hereby certify that the attached document is a true and accurate copy of the Purchase and Sale Agreement executed on or about February 27, 2021, by the Seller and the Buyer, as defined therein.

A handwritten signature in dark ink, appearing to read 'W. Robert Knapik', followed by a horizontal line.

W. Robert Knapik, Esq.
Law Office of W. Robert Knapik, P.C.
1279 Providence Road
Whitinsville, MA 01588

Date: March 2, 2021

STANDARD FORM PURCHASE & SALE AGREEMENT

From the Office of: Law Office of W. Robert Knapik, P.C.
1279 Providence Road
Whitinsville, MA 01588
(508) 234-3301
(508) 234-2201 Fax

This 26th day of February, 2021.

- 1. PARTIES AND MAILING ADDRESSES**

Hannah P. Coppola of Assessor Map 215-7.1, Bald Hill Road, Douglas, Massachusetts 01516, hereinafter called SELLER agree to sell, and

Ralph Massa and Karen Massa of 28 Olde Carriage Lane, Douglas, Massachusetts 01516, hereinafter called BUYER or PURCHASER, agrees to buy, upon the terms hereinafter set forth, the following described Premises:
- 2. DESCRIPTION**

The vacant land known as and numbered Assessor Map 215-7.1, Bald Hill Road, Douglas, Massachusetts 01516, being "PARCEL 2" on a plan recorded with Worcester District Registry of Deeds on in Plan Book 924, Plan 119, and a portion of the property described in the Deed to Seller dated October 16, 1979 and recorded with Worcester District Registry of Deeds in Deed Book 6852, Page 219.
- 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

INTENTIONALLY OMITTED.
- 4. TITLE DEED**

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the nominee designated by BUYER by written notice to SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

 - a. Provisions of existing building and zoning laws;
 - b. Existing rights and obligations in party walls which are not the subject of a written agreement
 - c. Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
 - d. Any liens for municipal betterments assessed after the date of the Closing;
 - e. Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises as a single-family dwelling; and
 - f. A proposed perpetual restriction or reservation prohibiting: i.) division of the Premises into two or more parcels; ii.) use of the Premises for any use other than residential purposes; and iii.) any increase in the nature or intensity of use of the Premises in excess of one (1) single-family residence by BUYER or BUYER's successors.
- 5. PLANS**

If said deed refers to a plan necessary to be recorded therewith SELLER shall deliver such plan with the deed in form adequate for recording or registration.
- 6. PURCHASE PRICE**

The agreed to purchase price for said Premises is One Hundred Ten Thousand and 00/100 (\$110,000.00) Dollars, of which:

| | |
|---------------------|--|
| \$ 4,250.00 | have been paid as a deposit this day, and |
| \$ 1,000.00 | have previously been paid to bind the "Offer to Purchase", and |
| \$104,750.00 | are to be paid at the time of the delivery of the deed in cash, or by certified, cashier's, or bank's attorney's IOLTA check(s). |
| <u>\$110,000.00</u> | TOTAL |
- 7. REGISTERED TITLE**

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

[RM]

BUYER's Initials

[KM]

BUYER's Initials

[HKB]

SELLER's Initials
February 26, 2021

8. **TIME FOR PERFORMANCE;
DELIVERY OF DEED** Such deed is to be delivered 12 o'clock P.M. on the sooner of the 31st day of May, 2021, or within five (5) business days of receiving a Waiver of the Right of First Refusal from the Town of Douglas, at the office of the BUYER's Attorney, unless otherwise agreed upon in writing. SELLER or SELLER's attorney shall not be required to appear at the Closing as long as BUYER's attorney or BUYER's lender's attorney receives the Deed and any necessary SELLER documents prior to the date and time of Closing, which Deed and documents shall be held in escrow by BUYER's attorney or BUYER's lender's attorney and recorded upon receipt of funds to settle the purchase of the Premises by BUYER. It is agreed that time is of the essence of this Agreement.
9. **POSSESSION AND CONDITION OF PREMISES** Full possession of said Premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. BUYER shall be entitled personally to enter said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** If SELLER shall be unable to give good title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which the time for performance shall be extended for a period of up to thirty (30) days. Provided, however, in no event shall SELLER be obligated to spend more than \$2,000.00, exclusive of monetary liens, to cure such defect.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM** If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.
12. **BUYER's ELECTION TO ACCEPT TITLE** BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either:
 - (a) pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by SELLER for any partial restoration.
13. **ACCEPTANCE OF DEED** The acceptance and recording of a deed by BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE** To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in conformance with generally accepted practices of Massachusetts conveyancers.
15. **INSURANCE** Until delivery of the deed, SELLER shall maintain insurance on said Premises as follows:

| | |
|--------------------------------|---------------------------|
| <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
| (a) Fire and Extended Coverage | As presently insured. |

All risk of loss to remain with SELLER until the Closing hereunder.

RM
BUYER's Initials

RM
BUYER's Initials

MP
SELLER's Initials

16. **ADJUSTMENTS** Real estate taxes for the current fiscal year shall be apportioned and fuel value shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by BUYER at the time of delivery of the deed.
17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. **BROKER'S FEE** A Broker's fee for professional services of (AS AGREED) is due from SELLER to Petraglia Real Estate, the Brokers herein, but only if as and when SELLER receives the full purchase price pursuant to this Agreement and BUYER accepts and records SELLER's deed and title passes and not otherwise.
19. **BROKER(S) WARRANTY** The Brokers named herein Petraglia Real Estate Warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.
20. **DEPOSIT** All deposits made hereunder shall be held in escrow by Petraglia Real Estate as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given in writing by SELLER and BUYER or by order of a court of competent jurisdiction.
21. **BUYER'S DEFAULT; DAMAGES** If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by BUYER shall be retained by SELLER as liquidated damages, and this shall be SELLER's sole and exclusive remedy at law or in equity.
22. **RELEASE BY HUSBAND OR WIFE** SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.
23. **BROKER AS PARTY** The Brokers named herein join in this Agreement and become a party hereto, insofar as any provisions of this Agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Brokers agree in writing.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS** BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either SELLER or the Broker(s): NONE
26. **MORTGAGE CONTINGENCY CLAUSE** INTENTIONALLY OMITTED.
27. **CONSTRUCTION OF AGREEMENT** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.
28. **LEAD PAINT LAW** INTENTIONALLY OMITTED.
29. **SMOKE DETECTORS** INTENTIONALLY OMITTED.

[RM]

BUYER's Initials

[RM]

BUYER's Initials

[MPE]

SELLER's Initials


30. CARBON MONOXIDE INTENTIONALLY OMITTED.
DETECTORS

31. ADDITIONAL See Rider A attached hereto and incorporated herein by reference.
PROVISIONS

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER: 
Hannah P. Coppola

BUYER: 
Ralph Massa

BUYER: 
Karen Massa

BROKERS


BUYER's Initials


BUYER's Initials


SELLER's Initials

Rider A to Purchase and Sale Agreement

Between

Hannah P. Coppola, as SELLER

And

Ralph Massa and Karen Massa, As BUYER

Assessor Map 215-7.1, Bald Hill Road, Douglas, Massachusetts 01516 (The "Premises")

This Rider is attached to and incorporated in the foregoing provisions of the Purchase and Sale Agreement. Each and every provision contained in this Rider supersedes any and all contrary provisions in the foregoing paragraphs of the Agreement.

32. **Title Practice Standard.** Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard or title standard of the Real Estate Bar Association for Massachusetts shall be governed by such standards to the extent applicable.
33. **Title Certification Expense.** Notwithstanding anything to the contrary herein contained, BUYER is to pay for and provide at closing a Certificate of Title. It is agreed that if this transfer does not proceed to sale because of BUYER's default, inability to secure financing or similar cause, BUYER will pay any title costs incurred.
34. **Broker.** SELLER represents and warrants to BUYER and BUYER represents and warrants to SELLER that neither party has dealt with brokers or other persons entitled to a broker's commission in connection with this transaction other than those named herein. BUYER and SELLER each agree to hold harmless and indemnify the other from and against all damages, claims, losses, and liabilities, including legal fees, incurred as a result of the failure of this warranty. The provisions of this paragraph shall survive delivery of the deed.
35. **Soil Test.** BUYER's obligations hereunder are conditioned upon BUYER obtaining and performing, as the case may be, at BUYER's sole cost and expense, on or before May 8, 2021, soil testing pursuant to Title 5 of the State Environmental Code (310 CMR 15.000 *et seq.*). If the results of such percolation test are not satisfactory to BUYER in BUYER's reasonable discretion, BUYER shall have the right to terminate this Agreement by written notice to SELLER whereupon this Agreement shall be of no further force and effect and any payments made under this Agreement shall be refunded.
36. **Access to Premises.** SELLER shall, upon reasonable advance notice and at reasonable times, make the Premises available to BUYER and its agents, consultants and engineers to conduct soil testing pursuant to paragraph 35 hereof, at BUYER's sole cost and expense. Notwithstanding anything herein to the contrary, BUYER shall not perform soil testing or any invasive or subsurface testing, drilling or boring, without SELLER's prior written consent in each instance. SELLER shall have the right to have a representative present during all or any of BUYER's tests. BUYER hereby agrees to indemnify and hold SELLER harmless from and against any and all loss, cost or damage to the Premises arising out of damage to persons or property resulting from actions taken by BUYER or its agents, engineers or consultants, in connection with the entry onto the Premises and its activities hereunder. BUYER shall keep the Premises free of any mechanics' or materialmans' liens arising out of BUYER's entry hereunder and shall indemnify SELLER (as aforesaid) for any liens so attaching as a result of BUYER's activities under this paragraph 36. BUYER shall provide SELLER prior to its entry (or the entry by any consultants or contractors engaged by or on behalf of BUYER) on the Premises certificates of liability insurance from BUYER and/or any such consultants or contractors (as applicable) insuring BUYER and SELLER. BUYER shall restore the Premises to substantially the same condition existing immediately prior to such and testing. In the event BUYER discovers any matter during the course of its investigations and testing which may be reportable under applicable law, BUYER acknowledges and agrees that it shall not undertake any such reporting, unless required by law to do so, but shall notify SELLER immediately of any such discovery. The indemnification, repair and restoration obligations of

RM

BUYER's Initials

KM

BUYER's Initials

HP

SELLER's Initials

BUYER under this paragraph 36 shall survive the Closing and delivery of the Deed hereunder, or the termination of this Agreement.

37. **BUYER's Inspections.** BUYER acknowledges that upon completing the testing permitted under paragraph 35 above, if at all, BUYER will have been given the opportunity to conduct any and all investigations and inspections of the Premises desired by BUYER, including, without limitation, utility availability, pest and termite, radon, asbestos and any other hazardous substances and that BUYER will be deemed satisfied with the results of such investigations and inspections (and/or hereby waives its rights to raise the condition of the Premises based on such investigations and inspections) and shall accept the Premises "as is" and "where is" as of the time of BUYER's inspections and is not relying upon any representations of SELLER or its agents as to the character, quality, use, value, quantity or condition of the Premises, except as expressly set forth herein.

38. **SELLER Representations.** SELLER makes no representations or warranties regarding the presence or absence of lead paint applied to or materials containing lead contained in any portion of the Premises. Without limiting the generality of the foregoing, BUYER agrees that SELLER shall have no responsibility or liability to BUYER for complying with any statutes, building codes, ordinances, bylaws, or regulations which relate to the removal of lead paint or materials containing lead, BUYER hereby assuming all such responsibility and liability arising after the time specified for delivery of SELLER's deed (the "Closing"). BUYER acknowledges that (a) BUYER has been provided with the notice form from the Massachusetts Department of Public Health setting forth BUYER's rights with respect to lead-based materials in the Premises and the dangers of the same; (b) SELLER has disclosed to BUYER that (i) the Premises may have been constructed prior to 1978 and they may contain lead-based materials, and (ii) lead-based materials are a health hazard to children under the age of six; and (c) BUYER has had or has waived the opportunity for a period of at least ten (10) days prior to the signing of this Agreement to have the Premises inspected for the presence of lead-based materials.

39. **Notice.** All notices required to be given hereunder shall be in writing and be deemed duly given when delivered: (i) by hand; (ii) by the U.S. Postal Service after mailing by certified mail, return receipt requested, postage pre-paid (or when delivered by equivalent overnight delivery service), addressed to the parties at their respective addresses set forth in paragraph 1 of this Agreement; (iii) by facsimile with confirmation of receipt; or (iv) by electronic mail, and

if to BUYER, with a copy to: Lauren P. Smith
Law Office of Lauren P. Smith
29 Church Street
Westboro, Massachusetts 01581
(508) 366-8055
(508) 366-7549 (facsimile)
laurenpsmithesq@outlook.com

and if to SELLER, with a copy to: W. Robert Knapik
Law Office of W. Robert Knapik, P.C.
1279 Providence Road
Whitinsville, Massachusetts 01588
(508) 234-3301
(508) 234-2201 (facsimile)
rob@knapiklaw.com

40. **No Assignment or Recording.** BUYER shall not assign this Agreement or any of BUYER's interest in it. BUYER shall not record this Agreement, or any notice of it, at any Registry of Deeds or other place of public record. If BUYER breaches any of the provisions of this Section, then at the option of SELLER exercised by written notice to BUYER, this Agreement shall become null and void and SELLER shall retain BUYER's deposit, and any interest earned thereon, as liquidated damages.

41. **Prior Agreements.** All offers and agreements made prior to this Agreement are hereby superseded,

RM

KM

WRF

BUYER's Initials

BUYER's Initials

SELLER's Initials

rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are as previously made in writing or expressly set forth in this Agreement.

42. **BUYER's Lender Charges.** SELLER shall only pay for stamps, recording fees, adjustments and mortgage/lien payoffs. Pursuant to The Real Estate Bar Association for Massachusetts' Practice Standard No. 17, SELLER agrees to pay a reasonable fee to the attorney for BUYER's Lender for obtaining and recording a discharge of any mortgage(s) affecting the property. In no event shall this fee exceed \$75.00 for each outstanding mortgage. SELLER shall also pay reasonable overnight courier fees for delivery of payoff funds to SELLER's Lender(s).
43. **Release Pursuant to G.L. Chapter 61B.** The Premises is presently classified and taxed as "recreational land" pursuant to the provisions of Massachusetts General Laws, Chapter 61B ("Chapter 61B"). SELLER, at its sole cost and expense, shall provide written notice to the Town of Douglas in accordance with Chapter 61B that the Premises is to be sold to BUYER upon the terms set forth in this Agreement, and shall be used for residential purposes (the "61B Notice"). SELLER shall request written notice releasing the Premises from the Town of Douglas's right of first refusal and any restriction on the sale of the Premises (the "61B Release"). All obligations of SELLER pursuant to this Agreement shall be subject to SELLER obtaining a valid and enforceable 61B Release. In the event that the Town of Douglas chooses to exercise its right of first refusal under Chapter 61B, this Agreement shall terminate and the Deposit shall be returned to BUYER.

Authentisign

Hannah P. Coppola

2/27/2021 5:23:44 PM GMT

Hannah P. Coppola, SELLER

Authentisign

Ralph Massa

2/27/2021 4:55:25 PM GMT

Ralph Massa, BUYER

Authentisign

Karen Massa

2/27/2021 4:59:13 PM GMT

Karen Massa, BUYER

[RM]

BUYER's Initials

[KM]

BUYER's Initials

[HPC]

SELLER's Initials

24°59'10" W
25.48

N65°24'41"E
214.61

R=225.00
L=139.88

N78°58'02"W
174.93

R=396.00
L=46.87

N85°43'53"E
175.75

R=420.00
L=49.58

N85°43'53"E
202.08

N85°43'10"E
110.6

STONE WALL
(TYP.)

BALD HILL ROAD
24' R.O.W./ACCESS
EASEMENT

AREA=22,815 +/- S.F.
0.52 +/- AC.

STONE
CULVERT

FLOW

NEW LOT LINE

PARCEL
2

2

A.P. 215 LOT 7.1
N/F HANNAH P. COPPOLA
BOOK 6852 PAGE 219

OLD AREA

2,133,806 S.F.
48.99 ACRES

REMAINING AREA

654,581 S.F.
15.03 ACRES

DAVID & CRISTIN
SABATINO

A.P. 215 LOT 8
N/F
PLAN BOOK 874 PAGE 34

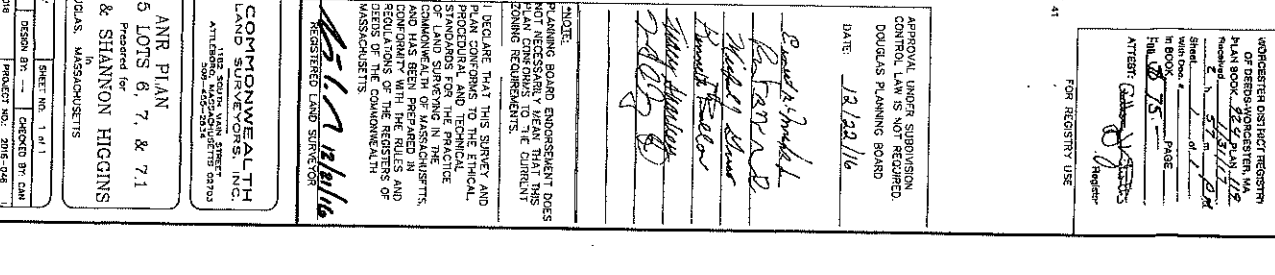
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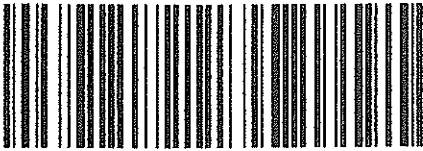
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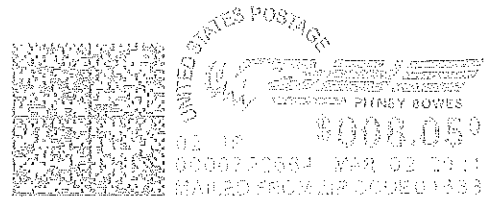
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GERMANY

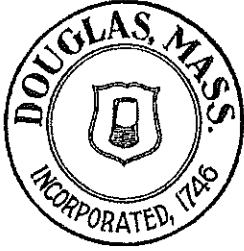


7016 3010 0000 6847 3134



Law Office of W. Robert Knapik, P.C.
1279 Providence Road
Whitinsville, MA 01588

Douglas Open Space Committee
29 Depot Street
Douglas, MA 01516



TOWN OF DOUGLAS

Kevin D. Morse – Chairman
David P. Cortese – Vice Chairman
Timothy P. Bonin
Harold R. Davis
Michael D. Hughes

OFFICE OF THE SELECTMEN

29 Depot Street • Douglas, MA 01516

508-476-4000

Fax: 508-476-1070

TTY 508-476-1619

Matthew J. Wojcik
Town Administrator

Suzanne L. Kane
Administrative Assistant

March 16, 2021

Atty. W. Robert Knapik
1279 Providence Road
Whitinsville, MA 01588

Dear Atty Knapik:

This letter is to serve as acknowledgment of receipt of your client, Hannah Coppola's intent to convert land from MGL Chapter 61 A § 14, identified as Assessors' Map 215-6, approx. 10.13 acres, and recorded with the Worcester District Registry of Deeds in Plan Book 924, Plan 119, being Parcel 1 on said plan, and Assessor's Map 215-7.5. approx. 15.03 acres, and recorded with the Worcester District Registry of Deeds, in Plan Book 924, Plan 119, being Parcel 2 on said plan, and located on Bald Hill Road, Douglas, MA.

We found your notice of intent to be complete as submitted. Your post marked letter of February 24, 2021 for Parcel 1, and March 2, 2021 for Parcel 2, were received on March 8, 2021; the 120 day first right of refusal period ends on June 23, 2021 for Parcel 1, and June 29, 2021 for Parcel 2. Please be advised that during the 120 day period, no sale or conversion of land should be consummated unless you are notified by the Board of Selectmen in writing by certified mail that the Town will not exercise the option.

You may wish to attend meetings of Boards and Commissions at which this matter is discussed:

- The Planning Board met on March 18, 2021 – for both.
- The Conservation Commission met on March 15, 2021 for Parcel 2 (Parcel 1 possibly to be scheduled April 5, 2021).
- The Open Space Committee will meet on March 18, 2021 – for both.

During a public hearing on April 20, 2021 at 7:00 pm, in the Municipal Center Resource Room, 29 Depot Street, the Board of Selectmen is expected to discuss their right to exercise first refusal.

If you have any questions regarding this process, please contact me at the Board of Selectmen's Office at 476-4000 x100.

Kind Regards,

Suzanne Kane
Administrative Assistant

Suzanne Kane

From: Suzanne Kane
Sent: Thursday, March 18, 2021 2:46 PM
To: Susan Perkins
Subject: RE: Open Space Decision

Understood.

From: Susan Perkins <u4ia4u@hotmail.com>
Sent: Thursday, March 18, 2021 2:45 PM
To: Suzanne Kane <skane@douglas-ma.gov>
Subject: Re: Open Space Decision

Hi, I guess so, our point being it is cheaper to have town land open over the long run, rather than supporting new residents. Sue

From: Suzanne Kane <skane@douglas-ma.gov>
Sent: Thursday, March 18, 2021 2:39 PM
To: Susan Perkins <u4ia4u@hotmail.com>
Subject: RE: Open Space Decision

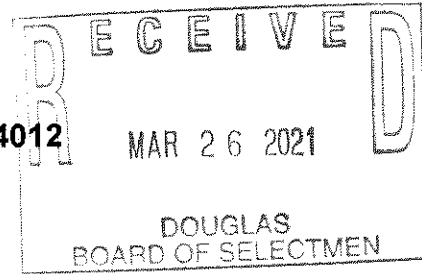
In other words, the committee is recommending the BOS NOT exercise their right to first refusal?

From: Susan Perkins <u4ia4u@hotmail.com>
Sent: Thursday, March 18, 2021 2:38 PM
To: Suzanne Kane <skane@douglas-ma.gov>
Subject: Open Space Decision

Hi Suzanne, This may not be the perfect verbage but....The Open Space Committee passed over the option to vote on the two Chapter 61 properties owned by Hannah Coppola that we reviewed today, March 18, 2021. Thanks, Sue Perkins, Chair, Open Space Committee



Town of Douglas
Community Development Department
29 Depot Street, Douglas, MA 01516
T: (508) 476-4000 ♦ TTY 508-476-1619 ♦ F: (508) 476-4012



TO: Board of Selectmen

FROM: Planning Board *MDC*

DATE: March 25, 2021

RE: Notice of Intent to Sell for other use Pursuant to G.L. Chapter 61B: Bald Hill Road, Map 215-6 Douglas, MA
Notice of Intent to Sell for other use Pursuant to G.L. Chapter 61B: Bald Hill Road, Map 215-7.1 Douglas, MA

At their Planning Board meeting held on Thursday, March 18, 2021, the Planning Board voted not to exercise their right of first refusal for Bald Hill Road, Map 215-6 and Map 215-7.1.



Town of Douglas
Community Development Department
29 Depot Street, Douglas, MA 01516
T: (508) 476-4000 ♦ TTY 508-476-1619 ♦ F: (508) 476-4012

TO: Board of Selectmen

FROM: Zoning Board of Appeals (MDL)

DATE: March 8, 2021

RE: North Brown Chapter 40B Project
Located off of North Street

At their meeting held last night, the Board voted to appoint Kenneth Frasier, Building Commissioner, as the Enforcement Officer for the above project.

Suzanne Kane

From: Steve Zisk
Sent: Wednesday, April 07, 2021 4:45 PM
To: Suzanne Kane; Maria Lajoie; Sue Perkins (u4ia4u@hotmail.com)
Cc: Beth Mackay; Julie Kessler; Steve Zisk
Subject: Re: REVISED Chapter 61 Request - Coppola Bold Hill Road - Parcel 1 - 10.13 Acres, and Parcel 2 - 15.03 Acres

Hi Suzanne,

At thier meeting last Monday night, April 5, 2021. The Conservation Commission voted not to exercise the right of first refusal on the Bald Hill Road Parcel # 2 (15.03 Acres)

Thanks,
Steve

From: Suzanne Kane <skane@douglas-ma.gov>
Sent: Thursday, March 18, 2021 7:13 AM
To: Steve Zisk <szisk@douglas-ma.gov>; Maria Lajoie <mlajoie@douglas-ma.gov>; Sue Perkins (u4ia4u@hotmail.com) <u4ia4u@hotmail.com>
Cc: Beth Mackay <bmackay@douglas-ma.gov>; Julie Kessler <jkessler@douglas-ma.gov>; Con Com <szisk@douglasma.org>
Subject: RE: REVISED Chapter 61 Request - Coppola Bold Hill Road - Parcel 1 - 10.13 Acres, and Parcel 2 - 15.03 Acres

Thank you Steve.

From: Steve Zisk <szisk@douglas-ma.gov>
Sent: Wednesday, March 17, 2021 5:59 PM
To: Suzanne Kane <skane@douglas-ma.gov>; Maria Lajoie <mlajoie@douglas-ma.gov>; Sue Perkins (u4ia4u@hotmail.com) <u4ia4u@hotmail.com>
Cc: Beth Mackay <bmackay@douglas-ma.gov>; Julie Kessler <jkessler@douglas-ma.gov>; Con Com <szisk@douglasma.org>
Subject: Re: REVISED Chapter 61 Request - Coppola Bold Hill Road - Parcel 1 - 10.13 Acres, and Parcel 2 - 15.03 Acres

Hi Suzanne,

At thier March 15, 2021 Conservation Commission Meeting the Commission discussed the 10.13 acre site and it was thier recommendation not to exercise the first refusal option for the town.
I'll need to bring the other proposal to them at their next meeting on April 5, 2021.

Thanks,
Steve

From: Suzanne Kane <skane@douglas-ma.gov>
Sent: Tuesday, March 16, 2021 3:05 PM
To: Maria Lajoie <mlajoie@douglas-ma.gov>; Steve Zisk <szisk@douglas-ma.gov>; Sue Perkins (u4ia4u@hotmail.com)

<u4ia4u@hotmail.com>

Cc: Beth Mackay <bmackay@douglas-ma.gov>; Julie Kessler <jkessler@douglas-ma.gov>

Subject: REVISED Chapter 61 Request - Coppola Bold Hill Road - Parcel 1 - 10.13 Acres, and Parcel 2 - 15.03 Acres

Hi everyone,

I did not received an envelope with the request and must know the dated of the postmark, so I checked the Open Space Mail Slot for a copy of the envelope and noticed there were two envelopes. I opened them up (and returned them), and noticed there are actually two different requests for two different lots. Please review both. ConCom, you will need to review the one you missed.

From: Suzanne Kane

Sent: Tuesday, March 09, 2021 5:26 PM

To: Maria Lajoie (mlajoie@douglas-ma.gov) <mlajoie@douglas-ma.gov>; Steve Zisk (szisk@douglas-ma.gov)

<szisk@douglas-ma.gov>; Sue Perkins (u4ia4u@hotmail.com) <u4ia4u@hotmail.com>

Cc: Beth Mackay <bmackay@douglas-ma.gov>; Julie Kessler (jkessler@douglas-ma.gov) <jkessler@douglas-ma.gov>

Subject: Chapter 61 Request - Coppola Bold Hill Road

Attached please find a request to take land out of Chapter 61. Please let me know as soon as possible when your board will meet on this item so I can contact the applicant.

Thanks.

Suzanne Kane

Administrative Assistant

Town Administrator / Board of Selectmen

Town of Douglas

29 Depot Street

Douglas, MA 01516

508-476-4000 ext. 200

skane@douglas-ma.gov (please note – New Email)

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

**The Commonwealth of Massachusetts
Douglas, Massachusetts**



Warrant for Annual Town Election

WORCESTER, MA.

To either of the Constables of the Town of Douglas in the County of Worcester

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in elections and town affairs of precinct one, two and three to meet at the

Municipal Center Gymnasium, 29 Depot Street, Douglas

on

TUESDAY, the ELEVENTH day of MAY, 2021

from **8:00 A.M.** to **8:00 P.M.** for the following purpose:

To cast their votes in the Annual Town Election for candidates for the following offices:

- One Moderator for three years
- One Town Clerk for three years
- Two Selectmen for three years
- One Assessor for three years
- Two School Committee members for three years
- One Agent Moses Wallis Devise for one year
- One Trustee Public Library for three years
- One Cemetery Commissioner for three years
- One Water/Sewer Commissioner for three years
- One Recreation Commissioner for three years
- One Planning Board member for five years
- One Housing Authority member for 4 years to fill vacancy
- Regional School Committee (BVT-Douglas) for 1 year to fill vacancy

YOU ARE HEREBY DIRECTED to serve this 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 ____ DAY OF APRIL 2021, A.D.

THE HONORABLE BOARD OF SELECTMEN

KEVIN D. MORSE, CHAIR

HAROLD R. DAVIS

DAVID P. CORTESE

TIMOTHY P. BONIN

MICHAEL D. HUGHES

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

Carol E. Field, Constable
Benjamin J. Tusino, Constable

Date



Selectmen's Office
Town of Douglas

MEMO

To: Board of Selectmen

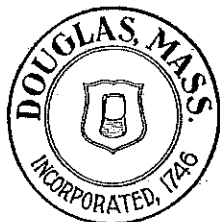
From: Suzanne Kane *SK*
Administrative Assistant

Date: April 15, 2021

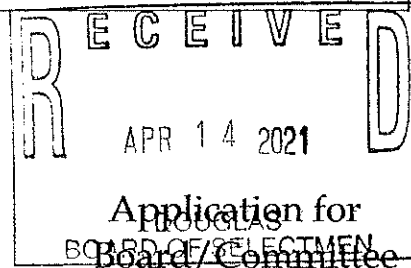
Re: COA Appointment

In your packet is an application from Jean Dwinnell for an opening on the Council of Aging. The Council supports her appointment. Please vote to appoint Jeanne Dwinnell for a term ending June 30, 2022, to expire with the rest of the boards re-appointments in June.

For office use only

Appointed: ☐ Yes ☐ No Date _____ Term _____☐ Resigned: ☐ Did Not Seek Re-appointment Date _____Residency confirmation by Town Clerk: C. Durra

Town of Douglas
29 Depot Street
Douglas, MA 01516
508-476-4000 ~ Fax: 508-476-4012



Please submit this application to the Selectmen's Office.

Name: Jean M DwinellDate: April 12, 2021

Residence: _____

Email: _____

Post Office Box: _____

Phone (Home): _____

Enter Numbers only, no dashes.

Employee Name: _____

Phone (Work): _____

Enter Numbers only, no dashes.

Employee Address: _____

Occupation / Title: RetiredEducation: Some College1. Please select the Board / Committee are you applying for: Council on Aging

1a. For the Planning Board, and Zoning Board:

☐ Full Member☐ Alternate / Associate Member

2. Would you be interested in another Board / Committee? Please select: _____

3. How long have you lived in Douglas? about 30 years

4. In order to verify your address, you must be a registered voter. Are you registered in Douglas?

☒ Yes ☐ No5. Have you been asked by this Board / Committee to become a member? ☐ Yes ☒ No

6. How did you hear about this Board / Committee?

I was informed by another senior in town that there were openings on the board and would I be interested in working with the COA. After talking with Patrice I decided I would like to try to be helpful at the Senior Center.

7. Why are you seeking this appointment?

I am seeking this appointment because I would like to help the town that I love. My mother was born and raised here and I have always felt that this town is where I belong. If I can help with the Senior Center then I am happy to do so.

8. What is your experience or knowledge regarding the duties of this Board / Committee?

I have no experience with this board. I believe my duties would be to give my opinion on recommendations that would be proposed to the town for approval.

9. Please list any education, experience, professional achievement, previous occupation, skills, or special interests you may have that will assist you with this Board / Committee.

I am a high school graduate and have had some college classes. Before retiring I worked for the electric company for 33 years in customer service and the engineering department. I also was on the Cemetery Commission for 1 year. My interests are quilting/sewing, photography, genealogy and the Douglas Historical Society

10. How many times during the last year have you attended a meeting of this Board / Committee? 0

10 a. Watched a video of this Board / Committee? 0

11. Would there be a possible conflict of interest if you were appointed to this Board / Committee? ☐ Yes ☒ No

If yes, please explain:

12. Have you ever had business before this Board / Committee? ☐ Yes ☒ No

If yes, please explain:

2. What other Board / Committee have you served on? Please select:

| | |
|--|---|
| | ▼ |
| | ▼ |
| | ▼ |

Signed By

Jean M. Duenkel

The filling out of this form in no way assures appointment. All board/committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity.
Please return this form to the Selectmen's Office.

Special Town Meeting Motions & Presenters – May 3, 2021

| Vote | Presenter | Article | Motions | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-----------|---|---|--------------------------|---------|-----------------------------|---------|---|---------|---|----------|-----------------------------|---------|-----------------------|----------|-----------------------------------|----------|------------------------------------|---------|--------------------------------------|----------|---------------------------------------|----------|--|----------|---------------------|---------|
| | | Article 1: Fiscal Year 2021 Budget Transfers/Amendments: | <p>I move the Town 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:</p> <table><tr><td>Increase Selectmen Wages</td><td>\$7,093</td></tr><tr><td>Increase Selectmen Expenses</td><td>\$1,500</td></tr><tr><td>Increase Treasurer / Collector Expenses</td><td>\$8,500</td></tr><tr><td>Increase Community Development Expenses</td><td>\$20,000</td></tr><tr><td>Increase Tax Title Expenses</td><td>\$5,000</td></tr><tr><td>Increase Police Wages</td><td>\$20,000</td></tr><tr><td>Increase Fire Department Expenses</td><td>\$10,000</td></tr><tr><td>Decrease Building Department Wages</td><td>\$5,000</td></tr><tr><td>Decrease Community Development Wages</td><td>\$20,000</td></tr><tr><td>Decrease Highway Administration Wages</td><td>\$28,320</td></tr><tr><td>Decrease Insurance / Employee Benefits</td><td>\$16,273</td></tr><tr><td>Decrease Tax Taking</td><td>\$2,500</td></tr></table> | Increase Selectmen Wages | \$7,093 | Increase Selectmen Expenses | \$1,500 | Increase Treasurer / Collector Expenses | \$8,500 | Increase Community Development Expenses | \$20,000 | Increase Tax Title Expenses | \$5,000 | Increase Police Wages | \$20,000 | Increase Fire Department Expenses | \$10,000 | Decrease Building Department Wages | \$5,000 | Decrease Community Development Wages | \$20,000 | Decrease Highway Administration Wages | \$28,320 | Decrease Insurance / Employee Benefits | \$16,273 | Decrease Tax Taking | \$2,500 |
| Increase Selectmen Wages | \$7,093 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Increase Selectmen Expenses | \$1,500 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Increase Treasurer / Collector Expenses | \$8,500 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Increase Community Development Expenses | \$20,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Increase Tax Title Expenses | \$5,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Increase Police Wages | \$20,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Increase Fire Department Expenses | \$10,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Decrease Building Department Wages | \$5,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Decrease Community Development Wages | \$20,000 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Decrease Highway Administration Wages | \$28,320 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Decrease Insurance / Employee Benefits | \$16,273 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Decrease Tax Taking | \$2,500 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Article 2. Assessors' Revaluation: | I move the Town vote to transfer the total sum of \$49,900 from Free Cash to fund all costs associated with the FY2023 Town's Revaluation. | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Article 3: Snow & Ice Account Transfer: | I move the Town vote to transfer the sum of \$150,000 from Free Cash to the FY21 Snow & Ice Account. | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Article 4: Water / Sewer Generator: | I move the Town vote to transfer the sum of \$50,000 from Water / Sewer retained earnings for the engineering and/or purchase of a new backup generator for the Wastewater Treatment facility. | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Article 5: Infrastructure Improvements Engineering & Design: | <p>I move the Town vote to transfer the sum of \$53,200 from Water and Sewer Department retained earnings to the FY2021 Water and Sewer Expense budget for the engineering and design of infrastructure improvements to support the proposed project including:</p> <p>1. Water main replacement in or along North Street from Main Street to the bridge on North Street at Charles Street</p> | | | | | | | | | | | | | | | | | | | | | | | | |

Special Town Meeting Motions & Presenters – May 3, 2021

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| | | <p>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.</p> <p>3. Water main replacement in or along North East Main Street from Davis Street to the Uxbridge Line on Northeast Main Street.</p> |
| | <p>Article 6. Phase I Inflow and Infiltration Study Engineering:</p> | <p>I move the Town vote to transfer the sum of \$31,000 from Water / Sewer Department retained earnings to the FY2021 Water and Sewer Department Expense budget for the remaining engineering to complete the first phase of required Inflow & Infiltration Study.</p> |
| | <p>Article 7. Green Communities Grant Funding - Electric Vehicle Charging Ports:</p> | <p>I move the Town vote to transfer from Free Cash, the sum of \$6,161, for the purpose of funding the purchase of equipment and software and all labor and utility costs associated with the installation of an electric vehicle charging facility with four (4) charging stations, at the Municipal Center, and other associated costs, which shall supplement grant funding provided by the Commonwealth of Massachusetts of \$50,000 for the project, the same to be spent under the direction of the Town Administrator.</p> |
| | <p>Article 8. Approve School Committee's Transfer of Parcel 168-16, aka 77 Davis Street:</p> | |

Annual Town Meeting Motions & Presenters – May 3, 2021

| Vote | Presenter | Article | Motion |
|------|-----------|--|--|
| | | Article 1: Finance Committee Report: | I move that the Town vote to hear and act upon the report and recommendations of the Finance Committee and further to fix the salary and compensation of elected officials as presented in the Finance Committee's FY22 Budget Recommendation, and further to approve a total budget of \$29,784,943 consisting of \$15,629 transferred from Reserved for Reduction of Excluded Debt Account, \$370,000 transferred from Ambulance Receipts Reserved for Appropriation, \$20,000 transferred from Wetlands Protection Fund, and the remaining \$29,379,314 to be raised and appropriated, all as set forth in the Column entitled "FY22 Finance Committee/Board of Selectmen/Town Administrator Recommended Budget" in the handout entitled, "Finance Committee Budget Message for Fiscal Year 2022", for the purpose of funding the annual operating budget of the Town for Fiscal Year 2022. |
| | | Article 2: FY22 Budget: | |
| | | Article 3: Salaries of Elected Officials: | |
| | | Article 4. Blackstone Valley Vocational Regional School District FY22 Budget: | I move the Town vote to raise and appropriate the sum of \$1,578,505 for its operating and capital assessment by the Blackstone Valley Vocational Regional School District (the "District") for the Fiscal Year commencing July 1, 2021, which is inclusive of \$39,116 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: | I move the Town vote to raise and appropriate and/or transfer the sum of \$225,500 from Transfer Station charges and fees, and transfer the sum of \$124,500 from Retained Earnings, for a total of \$350,000 to operate and maintain the Transfer Station. <div style="display: flex; justify-content: flex-end;"> <div style="text-align: right;"> Salaries/Wages \$82,016 Expenses \$267,984 <hr/> Total \$350,000 </div> </div> |
| | | Article 6: FY22 Water/Sewer Enterprise Fund: | I move the Town vote to raise and appropriate, and/or transfer the sum of \$1,075,398 from Water & Sewer charges and fees, transfer the sum of \$102,343 from the Reserved For Debt account, and transfer the sum of \$298,000 from Water / Sewer Retained Earnings, for a total budget of \$1,475,741 to operate and maintain the Water/Sewer Department. <div style="display: flex; justify-content: flex-end;"> <div style="text-align: right;"> Salaries/Wages \$416,860 Expenses \$922,984 Capital \$33,000 Debt \$102,897 <hr/> Total \$1,475,741 </div> </div> |
| | | Article 7: FY22 PEG Access and Cable Receipts Reserved for Appropriation: | I move the Town vote to transfer the sum of \$74,555 from the PEG Access and Cable Receipts Reserved for Appropriation to operate and maintain the Cable Department. <div style="display: flex; justify-content: flex-end;"> <div style="text-align: right;"> Salaries/Wages \$53,005 Expenses \$21,550 <hr/> Total \$74,555 </div> </div> |
| | | 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. |

Annual Town Meeting Motions & Presenters – May 3, 2021

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. |

Annual Town Meeting Motions & Presenters – May 3, 2021

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|--|--|--|---|
| | | | <p>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.</p> <p>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.</p> <p>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.</p> |
| | | <p>Article 9: Personnel Bylaw Classification & Update:</p> | <p>I move the Town vote to approve the Personnel Classification and Compensation plans for Fiscal Year 2022, as written in the Warrant.</p> |
| | | <p>Article 10: Adoption of Revised FY 22 – 26 Capital Improvement Plan:</p> | <p>I move the Town vote to approve the Town of Douglas FY 22 – 26 Capital Improvement Plan as submitted by the Capital Improvement Committee, and transfer \$639,800 from Free Cash to fund the following Capital Projects.</p> <ol style="list-style-type: none"> Emergency Generator located at the Municipal Center. For the design, written specifications, bid documents, procurement support, demolition and resulting cleanup, construction, electrical wiring, and removal of unused wiring, installation and other related expenses associated with the replacement and upgrade. \$ 215,000 Additions and Improvements to the Security Alarm System in the Various School Buildings. \$ 14,800 Replacement and Upgrade of the Main Roof of the Municipal Center \$345,000 One-Ton, Four Wheel Drive Pickup Truck with Utility Body, Plow, and Other Specifications \$65,000 |
| | | <p>Article 11. Personnel Bylaw Change – Longevity:</p> | <p>I move the Town vote to add the following language to the Douglas Personnel Bylaw as follows:</p> <p>F. Beginning in Fiscal Year 2022, all non-union full time, regular part time and limited part time employees of the Town subject to the terms of a personal employment contract or the terms of this by-law shall receive a longevity incentive provided that:</p> <ol style="list-style-type: none"> 1) The employee has worked for a total of fifteen (15) years for the Town of Douglas as of June 30 of the previous fiscal year; and 2) The employee is in the employ of the Town as of July 1 of the fiscal year in which payment will be made. <p>Full time employees shall receive a one thousand dollar (\$1,000) incentive payment in the first full pay period after July 1 each year for the duration of this program. Regular and limited part time employees shall receive a prorated incentive calculated as</p> |

Annual Town Meeting Motions & Presenters – May 3, 2021

| | | |
|--|--|--|
| | | (\$1,000) times the fraction (average weekly hours/thirty [30]). Employee longevity incentives will be calculated each year using the employee's status as a full time, regular or limited part time employee as of July 1. Longevity incentive pay will be awarded each year until Town Meeting approves a new compensation system to replace the compensation system in place as of July 1, 2021. |
| | Article 12: Ratify Police Union Contract: | I move the Town vote to ratify the collective bargaining agreement with the Board of Selectmen and the Police on April 13, 2021. |
| | Article 13: Ratify Fire Union Contract: | I move the Town vote to ratify the collective bargaining agreement with the Board of Selectmen and the Fire Union on April 13, 2021. |
| | Article 14. School Bus Transportation Contract: | I move the Town 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. |
| | Article 15. School Textbook Digital Subscriptions & Consumables Contract: | I move the Town 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. |

**Board of Selectmen
Meeting Minutes
April 6, 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, TA Matthew Wojcik, and Lisa Freeman (Executive Assistant).

Other Staff and Citizens: Finance Director Jeanne Lovett, Town Counsel Richard Bowen, Michael Frazier (NGrid Remote), Fire Chief Kent Vinson, and Paul Meda.

• **Pledge of Allegiance (00:08)**

• **Chairman's Announcements (00:38):** There were no announcements.

1. Hearing – Pole Petition # 26285172 – West St., & # 29047654 – Walnut St. – Possible Vote(s) (00:39):

In the packet is a memo from Suzanne Kane, dated March 31, 2021, re: Pole Petitions: 26285172 – West Street & 29047654 – Walnut Street, Pole Petition packet # 26285172 – West Street, Pole Petition Packet # 29047654 – Walnut Street, and supporting documents.

• Mr. Morse opened the hearing by reading both pole petitions. Paul Meda of 120 Walnut Street requested pole 24-50 be moved at least 10' NE towards 0 Walnut Street to allow him to back his trailer into his property. NGrid Engineer Michael Frazier stated he sees no issues and would reach out to the engineers. Highway Superintendent, John Furno requests the poles be located at least 3' from the edge of the pavement. **Mr. Hughes closed the hearing at 7:02 pm. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

• **West Street: Mr. Hughes made a motion to approve Pole Petition # 26285172 – West Street and placing poles at least 3' from the edge of the pavement. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

• **Walnut Street: Mr. Cortese made a motion to approve Pole Petition # 29047654 – Walnut Street, placing poles at least 3' from the edge of the pavement, and moving Pole P24-50 at least 10' NE to 0 Walnut Street. Mr. Davis seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

2. Approve Road Use – RiMaConn Relay for August 28th – Possible Vote(s) (08:21):

In the packet is a memo from Suzanne Kane, dated March 31, 2021, re: Road Use – RiMaConn Relay, an email from Matt Anderson, VP of Hartford Marathon Foundation, and supporting documentation.

• Matt Anderson was not in attendance. Mr. Morse noted Police Control is covered in the “Services” section of the Road Race Safety Plans & Protocols. The Fire Chief also requests an ambulance detail as in the past. **Mr. Bonin made a motion to approve the RiMaConn Relay for August 28th, contingent upon securing a police and ambulance detail. Mr. Davis seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

3. Request to School Committee to transfer control of school property, parcel # 168-16, 77 Davis Street, for MA Hoisting License – Possible Vote(s) (13:33):

• TA Wojcik reported he was approached by MA Hoisting License, LLC because they are interested in parcel 168-16, also known as 77 Davis Street, as the location of their training school for hoisting and CDL operators. The land is under the control of the School. Conveyance of the land is spelled out in MGL c40(3) – Towns Power to Hold, Lease, and Convey Property, and MGL c40(15A) Transfer of Land; Procedure. The Town would submit a letter to the School Committee asking for the release of the parcel, and Town Meeting would approve the transfer. Atty. Bowen suggested expanding the article since the statute applies to building and not land. TA Wojcik stated c40(3) limits the lease to 30 years. **Mr. Cortese made a motion to authorize TA Wojcik to send a letter to the School Committee requesting the release of parcel 168-16, also known as 77 Davis Street 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. Approve Virtual Community Outreach Meeting for Flying Goose & Dark Stream – Possible Vote(s) (19:42):

In the agenda is a memo from Suzanne Kane, dated March 31, 2021, re: Virtual Community Outreach Meeting Request, and email from Rich Rainone, dated March 25, 2021, subject: Virtual Community Outreach Meeting Request: Flying Goose and Dark Stream, and supporting documents.

• **Mr. Bonin made a motion to approve the request from Flying Goose and Dark Stream, to hold a Virtual Community Outreach Meeting. 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 Common Vic License – Grille on Main – Possible Vote(s) (22:56):

In the agenda packet is a memo from Suzanne Kane, dated March 31, 2021, re: Common Victular License, Common Vic License Check List and Application for Grille on Main.

• The Liquor License transfer was approved by ABCC and the new owners now need a Common Vic. License. **Mr. Hughes made a motion to approve the Common Victular License for Grille on Main. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

6. Approve & Sign Building Commissioner Services Intermunicipal Agreement – Possible Vote(s) (23:58):

In the packet is an email from Debra Jacques, dated March 18, 2021, subject: IMA, and a copy of the Agreement between the Towns of Sutton, Douglas, and Uxbridge for Building Commissioner Services – Blackstone Logistics Center.

• Douglas, Sutton, and Uxbridge have been sharing engineering & ConCom review services, and are now looking to share the services of the Sutton Building Official, since he is the most qualified of the three towns. TA Wojcik stated he had a concern about the Rights and Indemnities section on page 3 of the agreement, although Sutton receives all associated fees, Douglas and Sutton would assume property and liability insurance costs. Discussion ensued. **Mr. Cortese made a motion to respectfully decline to assume the insurance costs included in the Agreement between the Towns of Sutton, Douglas, and Uxbridge for Building Commissioner Services – Blackstone Logistics Center. Mr. Bonin seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

7. Vote to Authorize Expenditure of Surplus Fund from the Trust Fund for Health Insurance – Possible Vote(s) (29:24):

• TA Wojcik reported as of June 30, 2020, there was a surplus in the Douglas Equity portion of the trust fund of \$578,529. In order to offset the premium rate increase and hold the town to 7% in the budget, the town would have to spend \$87,404 of the surplus. TA Wojcik is requesting authorization to expend, not more than \$90,000 of the surplus trust fund, to arrive at the 7% year to year working rate increase. **Mr. Hughes made a motion authorizing the Town to expend, not more than \$90,000 of the surplus trust fund, to arrive at the 7% year to year working rate increase. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

8. Approve & Sign May 3rd Town Meeting Warrants – Possible Vote(s) (30:42):

In the packet is a memo from Suzanne Kane, dated April 5, 2021, re: Warrant, and copies of the Special and Annual Town Meeting Warrants for May 3, 2021.

• **Mr. Cortese made a motion to open the Special and Annual Town Meeting Warrants of May 3, 2021. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.** TA Wojcik explained that the Prior Year bill was approved to be paid by the Auditor's so could be removed from the warrant. He requests inserting a new article for the Green Communities Grant Funding of Electric Vehicle Charging Ports. The Town won a \$50,000 grant for the charging ports which will cost \$56,161. The article will ask to supplement the grant for a total of \$6,161. The Town has 6 months to complete the project after accepting the grant. TA Wojcik also asked for a place holder article on the ATM for the potential transfer of school property. TA Wojcik pointed out the budget is not on the agenda so if the board wants to make any edits they would need to take it up at another meeting. Consensus of the board to meet on Tuesday, April 13th at 6:00 pm to finalize the budget before sending it to the Finance Committee. **Mr. Hughes made a motion to remove the Prior Year Bill Article, Insert an article for Green Communities Grant Funding, and School Transfer of Property on the May 3rd Town Meeting Warrant. Mr. Cortese seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael**

Hughes – aye, and Kevin Morse – aye. Discussion on addressing the BOS Stipend at the April 13th meeting, consensus of the board to discuss. **Mr. Cortese made a motion to close the Warrants for the May 3, 2021 Town Meeting. Mr. Hughes seconded the motion. Roll Call Vote: Timothy Bonin – aye, David Cortese – aye, Harold Davis – aye, Michael Hughes – aye, and Kevin Morse – aye.**

9. Approve Minutes (43:01):

- **March 16, 2021: Mr. Hughes made a motion to approve the minutes of March 16, 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 16, 2021 – Executive Session: Mr. Hughes made a motion to approved and retain, the Executive Session minutes of March 16, 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 30, 2021: Mr. Hughes made a motion to approve the minutes of March 30, 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.**

10. Administrator’s Report (44:17):

- **COVID:** TA Wojcik reported that all the seniors who signed up through the Senior Center, have been able to get their vaccinations. He thanked COA Director, Patrice Rousseau who also helped find rides for those who needed them. He also thanked the Town Nurse, Agnieszka Podstawka, BOH Administrative Assistant Kristen Harris, Hwy Superintendent, John Furno, and Assistant Fire Chief Manning, as well as the other staff who helped with the Uxbridge Clinic. He stated the case load is averaging between 2200 to 2300 active cases in the state. Residents need to continue observing common sense measures. He will leave the Municipal Center closed for the time and noted the staff continues to let residents in by appointment, as well as availability of E-permitting, and use of the drop box.
- **Budget (47:52):** TA Wojcik went over a few minor changes to the budget. He stated this year’s property / liability insurance premiums will not reflect the cost of the cleanup from the oil spill, but it will hit in FY2023.
- **Grants (51:43):** TA Wojcik went over the proposed Electrical Vehicle Charging Stations to install 4 ports outside the Municipal Center. The Town also won \$85,000 for transportation planning through CMRPC – DELTA Grants. He stated he was originally going to look at traffic studies at three key intersections in Town, but was advised to focus on one. He is considering the Gilboa & North Street intersection. He stated the long term goal is to establish traffic counts at the three key intersections for future grants.
- **Turnout Gear (55:19):** TA Wojcik reported the Town received an \$11,970 grant for Turnout Gear through a FF program, which will be in addition to the gate takes at the Wallum Lake Park. This should bring the department up to NFPA compliance this year.
- **Oil Spill Cleanup (56:30):** TA Wojcik reported cleanup is still going on and holding to the \$400,000 estimate by MIIA.

- **Emergency Generator (57:59):** TA Wojcik reported Town Meeting will contain a Capital Article which will include funds for upgrading the emergency generator.

11. Open Session for Topics Not Reasonably Anticipated 48 Hours in Advance of the Meeting. (59:07):

• **School Union Negotiations:** Mr. Bonin asked the Board to support a request to the School Committee to allow him to be an Associate Member of the BOS during the School Union Negotiations. Atty. Bowen stated TA Wojcik could express the Boards wishes to the negotiating team subject to ratification by the School Committee. Consensus of the Board to support Mr. Bonin's interest in being an Associate Member for the BOS during negotiations.

12. 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.**

13. 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