

Annual Town Meeting WARRANT TOWN OF HUDSON



Monday, May 1, 2017

**Finance Committee
Report and Recommendations**

Finance Committee Preamble

To the People of Hudson, Greetings:

The Finance Committee would like to thank all of the individuals, groups, and businesses who helped to make last year's Sesquicentennial celebration such a big success.

The Finance Committee would like to thank Justin Provencher for his many years of service as a member and Chairman of the Finance Committee, and wishes him well in his future endeavors. We also welcome new member Andrew Massa to the Finance Committee

The Finance Committee has reviewed the budget and other warrant articles for fiscal year 2018. It reflects small increases for Town departments and a commitment to fiscal stability and responsibility.

The Finance Committee supports all the warrants articles with the following comments:

Article 18 Departmental Revolving Fund By-Law: This proposed by-law is taken directly from the state and reflects new state regulations regarding revolving funds. Instead of requiring annual votes, the revolving funds monies will be voted on once for the amounts established at this Town Meeting and will be available each year. The long standing revolving funds in article 19 are those normally funded each year.

Article 23 Solar Pilot Agreement: This article allows a 20 year Payment in Lieu of Taxes (PILOT) agreement with Southern Sky Renewable Energy, a solar farm on Old Stow Rd. The PILOT is in lieu of taxes on personal property or any *increase* in real estate taxes. The solar farm will be connected to Hudson Light and power to provide renewable energy to the people of Hudson. The Town of Hudson will receive \$69,488 each year for 20 years.

Article 26 Amend Zoning By-Law-Site Plan Review: This article will allow an expedited procedure for the submission of plans before the Planning Board. All the applicable Town departments are still required to review every plan submitted, but applicants no longer need to wait for the monthly Internal Traffic Control (ITC) meetings to proceed. The ITC itself supports this change.

Article 27 Petitioned Article: Amend Zoning By-Law—Add Senior Housing: This petitioned zoning change seeks to allow Independent Living Residences and Assisted Living Residences to the single family residential zones SA7 and SA8. There is currently no provision for these facilities in our zoning by-laws.

The Finance Committee supports all the warrant articles, and respectfully asks for the support of Town Meeting.

Respectfully submitted:

The Finance Committee

Stephen Domenicucci Chairman

Rob Clark Vice Chairman

Barbara Rose, Claudinor Salomão, Manuel Chaves, Guy Beaudette

Dolores Sharek, Sam Calandra, Andrew Massa

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TOWN WARRANT

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

To either of the constables of the Town of Hudson in the County of Middlesex, Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Hudson, qualified to vote in elections and in Town affairs, to assemble in the Hudson High School, Brigham Street, in said Town on

MONDAY, the First day of

MAY

in the year 2017

at 7:30 o'clock in the evening. Then and there to act on the following articles to wit:

ARTICLE 1 Funding DPW Union Collective Bargaining Agreement

To see if the Town will vote to appropriate from Free Cash the sum of \$40,185.35 to fund Fiscal Year 2017 obligations under the Fiscal Year 2017 contract between the Town and the AFL-CIO Council 93, Local 3625; said amount to be added to the line 40 of Article 4 approved at the Town Meeting held on May 2, 2016; or take any action relative thereto.

Executive Assistant
Finance Director
Public Works Director
Board of Selectmen

Article 1: The Finance Committee unanimously recommends the adoption of this subject matter and that the sum of \$40,185.35 be taken from Free Cash.

ARTICLE 2 FY18 Budget

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town as provided by Section 108 of Chapter 41 of the Massachusetts General Laws, as amended, and raise and appropriate a sum of money therefore to provide funds needed to defray the usual and necessary expense of the Town for the fiscal year beginning on July 1, 2017 and ending on June 30, 2018; and raise and appropriate or take from available funds the money needed to carry into effect the provisions of this article, or take any action relative thereto.

Executive Assistant
Board of Selectmen

| Department | | <u>FY15 Actual</u> | <u>FY16 Actual</u> | <u>FY17 Budget</u> | <u>FY18 – Executive Asst. Request</u> | <u>FY18 - Selectmen Recommend</u> | <u>FY18 - Fin Com Recommend</u> |
|------------------------------|-----------|------------------------|------------------------|------------------------|---|---|---|
| 1 Board of Selectmen | Personnel | 9,000 | 9,000 | 9,000 | 9,000 | 9,000 | 9,000 |
| 2 Board of Selectmen | Expenses | 4,234 | 4,414 | 4,584 | 4,700 | 4,700 | 4,700 |
| Selectmen Total | | 13,234 | 13,414 | 13,584 | 13,700 | 13,700 | 13,700 |
| 3 Executive Assistant | Personnel | 339,901 | 303,683 | 280,308 | 285,958 | 285,958 | 285,958 |
| 4 Executive Assistant | Expenses | 9,110 | 6,772 | 10,250 | 10,250 | 10,250 | 10,250 |
| 5 Election & Town Meeting | Personnel | 27,567 | 18,788 | 38,137 | 23,084 | 23,084 | 23,084 |
| 6 Election & Town Meeting | Expenses | 8,709 | 6,781 | 11,650 | 11,650 | 11,650 | 11,650 |
| 7 Community Development | Personnel | 119,190 | 124,338 | 236,991 | 250,064 | 250,064 | 250,064 |
| 8 Community Development | Expenses | 3,312 | 3,310 | 17,555 | 17,550 | 17,550 | 17,550 |
| 9 Legal Services | Expenses | 163,322 | 143,938 | 164,000 | 164,000 | 164,000 | 164,000 |
| 10 Building Maintenance | Personnel | 54,709 | 55,297 | 57,009 | 57,816 | 57,816 | 57,816 |
| 11 Building Maintenance | Expenses | 206,141 | 177,348 | 171,369 | 176,362 | 176,362 | 176,362 |
| 12 Personnel Expense | Expenses | 6,923 | 8,388 | 9,753 | 9,753 | 9,753 | 9,753 |
| Exe. Assistant Total | | 938,884 | 848,643 | 997,022 | 1,006,487 | 1,006,487 | 1,006,487 |
| 13 Finance/IT Department | Personnel | 643,251 | 632,460 | 609,171 | 633,754 | 633,754 | 633,754 |
| 14 Finance/IT Department | Expenses | 154,009 | 164,314 | 140,858 | 159,528 | 159,528 | 159,528 |
| Finance/IT Total | | 797,260 | 796,774 | 750,029 | 793,282 | 793,282 | 793,282 |
| 15 Town Clerk/Registrar | Personnel | 144,871 | 147,585 | 153,322 | 156,257 | 156,257 | 156,257 |
| 16 Town Clerk | Expenses | 11,583 | 11,771 | 13,918 | 13,918 | 13,918 | 13,918 |
| Town Clerk Total | | 156,454 | 159,356 | 167,240 | 170,175 | 170,175 | 170,175 |
| 17 Moderator | Expenses | 110 | 110 | 110 | 110 | 110 | 110 |
| 18 Finance Committee | Expenses | 249 | 249 | 861 | 861 | 861 | 861 |
| 19 Board of Assessors | Personnel | 27,477 | 27,917 | 28,406 | 28,833 | 28,833 | 28,833 |
| 20 Board of Assessors | Expenses | 85,350 | 89,853 | 96,500 | 98,600 | 98,600 | 98,600 |
| 21 Board of Appeals | Personnel | 210 | 259 | 0 | 0 | 0 | 0 |
| 22 Board of Appeals | Expenses | 387 | 800 | 0 | 0 | 0 | 0 |
| 23 Conservation Comm. | Personnel | 37,444 | 37,638 | 0 | 0 | 0 | 0 |
| 24 Planning Board | Personnel | 279 | 362 | 0 | 0 | 0 | 0 |
| 25 Planning Board | Expenses | 4,991 | 21,994 | 0 | 0 | 0 | 0 |
| 26 Municipal Light Board | Personnel | 3,467 | 3,900 | 3,900 | 3,900 | 3,900 | 3,900 |
| 27 Econ. Develop. Comm. | Personnel | 2,000 | 2,000 | 0 | 0 | 0 | 0 |
| 28 Econ. Develop. Comm. | Expenses | 1,127 | 1,474 | 0 | 0 | 0 | 0 |
| 29 Fort Meadow Comm. | Expenses | 2,787 | 5,800 | 6,000 | 6,000 | 6,000 | 6,000 |
| 30 Lake Boon Comm. | Expenses | 1,988 | 7,066 | 2,497 | 2,463 | 2,463 | 2,463 |
| 31 Historical District Comm. | Expenses | 400 | 420 | 800 | 800 | 800 | 800 |
| Board & Com Total | | 168,265 | 199,842 | 139,074 | 141,567 | 141,567 | 141,567 |
| 32 Police Department | Personnel | 2,867,109 | 2,869,174 | 3,110,214 | 3,154,757 | 3,154,757 | 3,154,757 |
| 33 Police Department | Expenses | 339,060 | 306,320 | 343,412 | 321,236 | 321,236 | 321,236 |
| Police Dept. Total | | 3,206,169 | 3,175,494 | 3,453,626 | 3,475,993 | 3,475,993 | 3,475,993 |

| <u>Department</u> | | <u>FY15 Actual</u> | <u>FY16 Actual</u> | <u>FY17 Budget</u> | <u>FY18 – Executive Asst. Request</u> | <u>FY18 - Selectmen Recommend</u> | <u>FY18 - Fin Com Recommend</u> |
|-------------------------------|-----------|------------------------|------------------------|------------------------|---|---|---|
| 34 Fire Department | Personnel | 2,705,863 | 2,804,079 | 2,939,619 | 3,003,790 | 3,003,790 | 3,003,790 |
| 35 Fire Department | Expenses | 301,680 | 289,254 | 302,236 | 291,490 | 291,490 | 291,490 |
| Fire Dept. Total | | 3,007,543 | 3,093,334 | 3,241,855 | 3,295,280 | 3,295,280 | 3,295,280 |
| 36 Inspections Dept. | Personnel | 155,261 | 158,264 | 163,414 | 166,886 | 166,886 | 166,886 |
| 37 Inspections Dept. | Expenses | 8,930 | 8,466 | 10,420 | 10,265 | 10,265 | 10,265 |
| Insp. Dept. Total | | 164,191 | 166,730 | 173,834 | 177,151 | 177,151 | 177,151 |
| 38 DPW Snow & Ice | Personnel | 290,211 | 89,135 | 116,265 | 120,916 | 120,916 | 120,916 |
| 39 DPW Snow & Ice | Expenses | 550,656 | 379,819 | 210,700 | 210,700 | 210,700 | 210,700 |
| 40 Public Works | Personnel | 2,742,064 | 2,768,359 | 2,982,572 | 3,080,653 | 3,080,653 | 3,080,653 |
| 41 Public Works | Expenses | 3,246,920 | 2,771,574 | 2,948,400 | 2,991,400 | 2,991,400 | 2,991,400 |
| DPW Total | | 6,829,852 | 6,008,886 | 6,257,937 | 6,403,669 | 6,403,669 | 6,403,669 |
| 42 Board of Health | Personnel | 123,454 | 140,319 | 151,297 | 154,723 | 154,723 | 154,723 |
| 43 Board of Health | Expenses | 37,700 | 36,930 | 36,200 | 36,150 | 36,150 | 36,150 |
| BOH Total | | 161,154 | 177,250 | 187,497 | 190,873 | 190,873 | 190,873 |
| 44 Council on Aging | Personnel | 228,075 | 227,359 | 229,244 | 239,199 | 239,199 | 239,199 |
| 45 Council on Aging | Expenses | 37,952 | 30,909 | 39,174 | 33,543 | 33,543 | 33,543 |
| COA Total | | 266,027 | 258,267 | 268,418 | 272,742 | 272,742 | 272,742 |
| 46 Veterans' Services | Personnel | 63,628 | 65,546 | 66,906 | 67,863 | 67,863 | 67,863 |
| 47 Veterans' Services | Expenses | 73,769 | 74,666 | 72,800 | 72,800 | 72,800 | 72,800 |
| Veterans' Total | | 137,397 | 140,212 | 139,706 | 140,663 | 140,663 | 140,663 |
| 48 Library | Personnel | 511,000 | 523,856 | 546,062 | 536,884 | 536,884 | 536,884 |
| 49 Library | Expenses | 204,957 | 203,541 | 214,313 | 219,116 | 219,116 | 219,116 |
| Library Dept. Total | | 715,957 | 727,397 | 760,375 | 756,000 | 756,000 | 756,000 |
| 50 Recreation | Personnel | 222,689 | 257,339 | 278,973 | 298,746 | 298,746 | 298,746 |
| 51 Recreation | Expenses | 65,914 | 61,505 | 65,863 | 65,461 | 65,461 | 65,461 |
| Recreation Dept. Total | | 288,603 | 318,844 | 344,836 | 364,207 | 364,207 | 364,207 |
| 52 Debt Service | Expenses | 5,784,175 | 6,440,364 | 7,533,709 | 7,631,811 | 7,631,811 | 7,631,811 |
| Debt Total | | 5,784,175 | 6,440,364 | 7,533,709 | 7,631,811 | 7,631,811 | 7,631,811 |
| 53 Pensions | Expenses | 4,161,202 | 4,402,408 | 4,694,114 | 4,924,072 | 4,924,072 | 4,924,072 |
| Pension Total | | 4,161,202 | 4,402,408 | 4,694,114 | 4,924,072 | 4,924,072 | 4,924,072 |
| 54 Group Health Ins. | Expenses | 4,152,839 | 4,459,997 | 4,673,000 | 5,041,000 | 5,041,000 | 5,041,000 |
| 55 General Insurance | Expenses | 674,674 | 705,115 | 738,916 | 945,110 | 945,110 | 945,110 |
| Insurance Total | | 4,827,513 | 5,165,112 | 5,411,916 | 5,986,110 | 5,986,110 | 5,986,110 |

¹ Recommend that \$225,000 be taken from Light & Power Surplus Account and be applied to Line 53, Contributory Retirement and Pensions.

| <u>Department</u> | | <u>FY15 Actual</u> | <u>FY16 Actual</u> | <u>FY17 Budget</u> | <u>FY18 Committee Request</u> | <u>FY18 Selectmen Recommend</u> | <u>FY18 FinCom Recommend</u> |
|-----------------------------|-----------|------------------------|------------------------|------------------------|---------------------------------------|---|--------------------------------------|
| 56 Assabet Valley | Expenses | 1,913,557 | 1,984,981 | 2,567,235 | 2,746,921 | 2,746,921 | 2,600,792 |
| Assabet Valley Total | Expenses | 1,913,557 | 1,984,981 | 2,567,235 | 2,746,921 | 2,746,921 | 2,600,792 |
| 57 Hudson Schools | Personnel | 28,986,859 | 28,830,891 | 30,665,311 | 29,602,643 | 29,602,643 | 29,602,643 |
| 58 Hudson Schools | Expenses | 3,950,402 | 4,695,776 | 4,068,000 | 5,809,334 | 5,809,334 | 5,809,334 |
| Schools Total | | 32,937,261 | 33,526,667 | 34,733,311 | 35,411,977 | 35,411,977 | 35,411,977 |
| 59 Schools Transportation | Expenses | 1,572,151 | 1,845,480 | 1,700,000 | 1,750,000 | 1,750,000 | 1,750,000 |
| Transportation Total | | 1,572,151 | 1,845,480 | 1,700,000 | 1,750,000 | 1,750,000 | 1,750,000 |
| Hudson Schools Total | | 34,509,412 | 35,372,147 | 36,433,311 | 37,161,978 | 37,161,978 | 37,161,978 |
| Total Operations | | 68,046,848 | 69,449,452 | 73,535,318 | 75,652,681 | 75,652,681 | 75,506,552 |

ARTICLE 3 FY18 Capital Plan

To see if the Town will vote to authorize the sums needed to purchase items of equipment, and make capital Improvements requested by the various departments, taking from Free Cash the sum of \$1,220,634 to carry into effect the provisions of this article as described below; or take any other action relative thereto

| Department: | Project: | Amount: | Source of Funds: | |
|------------------------------|-------------------------------------|----------------|-------------------------|-----|
| Public Works | Roadway Resurface | \$300,000 | Free Cash | 8-0 |
| | Plow/Packer/Container | \$164,650 | Free Cash | 8-0 |
| | Sidewalk Tractor | \$225,000 | Free Cash | 8-0 |
| | Pavement Maintenance | \$28,900 | Free Cash | 8-0 |
| | Well Maintenance | \$55,000 | Free Cash | 8-0 |
| Community Development | South Street Improvements | \$100,000 | Free Cash | 8-0 |
| Recreation | Riverside Tennis Courts Resurfacing | \$25,000 | Free Cash | 8-0 |
| Police | Police Cruisers (3) | \$101,084 | Free Cash | 8-0 |
| School Department | Various School Building Projects | \$221,000 | Free Cash | 8-0 |
| Total Capital: | \$1,220,634 | | | |

Executive Assistant, Director of Public Works, Police Chief, Director of Recreation, School Department, Board of Selectmen

Article 3: The Finance Committee unanimously recommends the adoption of the subject matter of this article and the sum of \$1,220,634.00 be taken from Free Cash.

ARTICLE 4 Application of Bond Premium

To see if the Town will vote to supplement each prior vote of the Town that authorizes the borrowing of money to pay costs of capital projects to provide that, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bond or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be

reduced by the amount of any such premium so applied, or to take any action relative thereto.

Note: Accounting rules for bond premiums changed in November 2016. This article brings into compliance prior votes where unborrowed amounts remain.

Executive Assistant
Finance Director
Board of Selectmen

Article 4: The Finance Committee unanimously recommends the adoption of the subject matter of this article.

ARTICLE 5 Fire Pumper

To see if the Town will vote to borrow and appropriate pursuant to M.G.L. Chapter 44, Section 7, clause (1), as amended or any other enabling authority the sum of \$656,177.00 for the purchase of a fire pumper; and to authorize the Treasurer, with the approval of the Board of Selectmen, to issue any bonds or notes necessary thereto; further, any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by the vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any action relative thereto.

Fire Chief
Executive Assistant
Board of Selectmen

Note: This article will replace and retire a 22 year-old pumper.

Article 5: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$656,177.00 be borrowed.

ARTICLE 6 Town Hall Exterior Renovations

To see if the Town will vote to borrow and appropriate pursuant to M.G.L. Chapter 44, Section 7, clauses (1) and (7), as amended or any other enabling authority the sum of \$378,000.00 for the purposes of making repairs and improvements to the exterior of the Town Hall, and to authorize the Treasurer, with the approval of the Board of Selectmen, to issue any bonds or notes necessary thereto; further, any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by the vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount

authorized to be borrowed to pay such costs by a like amount, or take any action relative thereto.

Executive Assistant
Board of Selectmen

Note: Town Meeting appropriated money for a new HVAC system and roof work for Town Hall. That work has not started. This article would fund cornice, flashing and other exterior work. This work would utilize the same scaffolding, which would save considerable money if done concurrently.

Article 6: The Finance Committee unanimously recommends the adoption of this subject matter and that sum of \$378,000.00 be borrowed.

ARTICLE 7 Morgan Bowl Renovations - Track & Stone Wall

To see if the Town will vote to borrow and appropriate pursuant to M.G.L. Chapter 44, Section 7, clauses (1) and (7), as amended or any other enabling authority the sum of \$325,000.00 for the purposes of making repairs to the Morgan Bowl stone wall and replacing the synthetic track surface, and to authorize the Treasurer, with the approval of the Board of Selectmen, to issue any bonds or notes necessary thereto; further, any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by the vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any action relative thereto.

Director of Recreation / Park
Commission
Executive Assistant
Board of Selectmen

Article 7: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$325,000.00 be borrowed.

ARTICLE 8 Re-Appropriation Excess Bond Proceeds

To see if the Town will vote to transfer the excess bond proceeds of \$122,585.81 from the \$500,000 borrowing authorized under Article 5, May 5, 2008 to the Woodrow Street Area Sewer project to the \$1,300,000 Manning Street Sewer Main Replacement Project as authorized under Article 6, May 2, 2016, per M.G.L. Chapter 44, Section 20, thereby reducing the amount to be borrowed or to take any other action relative thereto.

Executive Assistant

Finance Director
Board of Selectmen

Article 8: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$122,585.81 (excess bond proceeds) be transferred to the \$1,300,000.00 Manning Street Sewer Main Replacement Project.

ARTICLE 9 Unemployment Compensation Fund

To see if the Town will vote to appropriate \$15,000.00 from the Overlay Surplus Account to establish an Unemployment Compensation Fund to provide for the anticipated costs of funding reimbursements to the Commonwealth for unemployment compensation benefits and administration in accordance with M.G.L. Chapter 40, Section 5E, or take any action relative thereto.

Executive Assistant
Finance Director
Board of Selectmen

Note: This article will set aside reserves to manage year-to-year fluctuations in unemployment costs.

Article 9: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$15,000.00 be taken from the Overlay Surplus Account.

ARTICLE 10 Workers' Compensation Insurance Fund Acceptance

To see if the Town will vote to accept the provision of M.G.L. Chapter 40, Section 13A which allows the Town to establish a Workers' Compensation Insurance Fund for the purpose of paying insurance and liabilities to pay workers' compensation, or take any action relative thereto.

Executive Assistant
Finance Director
Board of Selectmen

Article 10: The Finance Committee unanimously recommends the adoption of this subject matter.

ARTICLE 11 Fund Workers Compensation Insurance Fund

To see if the Town will vote to appropriate \$35,000.00 from the Overlay Surplus Account to the Workers' Compensation Insurance Fund, or take any action relative thereto.

Executive Assistant

Finance Director
Board of Selectmen

Note: This article will set aside reserves to manage year-to-year fluctuations in workers compensation premiums.

Article 11: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$35,000.00 be taken from the Overlay Surplus Account.

ARTICLE 12 Reserve Fund

To see if the Town will vote to adopt a Reserve Fund to provide for extraordinary or unforeseen expenditures or transfers, to be made to the departments only by vote of the Finance Committee, as provided for in Chapter 40, Section 6 of the Massachusetts General Laws as amended, and to raise and appropriate a total of \$100,000 to carry into effect the provisions of this article; or take any action relative thereto.

Executive Assistant
Board of Selectmen

Article 12: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$100,000.00 be raised and appropriated to fund this Reserve Fund.

ARTICLE 13 Stabilization Fund

To see if the Town will vote to appropriate from free cash the sum of \$500,000, said sum to be transferred to the Stabilization Fund; or take any action relative thereto.

Note: This article reserves a portion of free cash for use at November Town Meeting, if needed. Free cash resets to zero on every July 1, and remains at that level until recertified, usually after November town Meeting. The Stabilization Fund, however, remains available until used and does not require certification.

Executive Assistant
Board of Selectmen

Article 13: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$500,000.00 be taken from Free Cash and transferred to the Stabilization Fund.

ARTICLE 14 Youth Sports

To see if the Town will vote to raise and appropriate the sum of \$4,500 to support Youth Sports, administered through the Park Commission, or take any action relative thereto.

Director of Recreation / Park
Commission
Board of Selectmen

Article 14: The Finance Committee recommends the adoption of this subject matter and the sum of \$4,500.00 be raised and appropriated. Vote 7-0-1.

ARTICLE 15 Senior Tax Credit Program

To see if the Town will vote to raise and appropriate the sum of \$10,000 for the purpose of compensating senior citizens for services rendered to the Town pursuant to an agreement for service to be formulated and approved by the Board of Selectmen. Said sum to be spent under the direction of the Director of the Hudson Senior Center, and the Board of Selectmen; or take any action relative thereto.

Director Hudson Senior Center
Board of Selectmen

Article 15: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$10,000.00 be raised and appropriated.

ARTICLE 16 Community Preservation Reservation of Funds

To see if the Town will vote to appropriate or reserve from the **Community Preservation** annual revenues in the amounts recommended by the Community Preservation Committee for committee administrative expenses and other expenses in fiscal year 2018, with each item to be considered a separate appropriation, in accordance with the applicable provisions of M.G.L. c.44B, as amended:

Appropriations:

From FY2018 estimated revenues for Committee Administrative Expenses **\$28,805.41**

Reserves:

From FY 2018 estimated revenues for Historic Resources Reserve **\$57,610.83**
From FY 2018 estimated revenues for Community Housing Reserve **\$57,610.83**
From FY 2018 estimated revenues for Open Space Reserve **\$57,610.83**
From FY 2018 estimated revenues for Budgeted/General Reserve **\$374,470.39**

Or take any action relative thereto.

Community Preservation Committee

Article 16: The Finance Committee recommends the adoption of this subject matter. Vote 7-0-1

ARTICLE 17 Joint Dispatch Offset Receipts

To see if the Town will vote to appropriate the sum of \$442,628.20, said sum to be utilized to offset the cost of operating and maintaining a joint Police and Fire dispatch system through June 30, 2018, and such sum to be offset, in the aggregate, by the estimated receipts from public safety fees paid by the Highland Commons Shopping Center, all in accordance with the provisions of Massachusetts General Laws, Chapter 44, Section 53E as authorized in Article 14 of the Town Meeting of May 2, 1988; or take any action relative thereto.

Fire Chief, Police Chief
Executive Assistant
Board of Selectmen

Article 17: The Finance Committee unanimously recommends the adoption of this subject matter and the sum of \$442,628.20 be appropriated.

ARTICLE 18 Departmental Revolving Fund By-Law G.L. c. 44, § 53E½

To see if the town will vote to amend the general by-laws of the town by adding a new section 2 to Article III thereof to establish and authorize revolving funds for use by certain town departments, boards, committees, agencies or officers under Massachusetts General Laws Chapter 44, § 53E½, or take any other action relative thereto.

To amend the general by-laws of the Town of Hudson by adding to Article III thereof entitled "Appropriations" a new Section 2 as follows: Section 2 DEPARTMENTAL REVOLVING FUNDS.

DEPARTMENTAL REVOLVING FUNDS

1. Purpose.

This by-law/ordinance establishes and authorizes revolving funds for use by town departments, boards, committees, agencies or officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities. These revolving funds are established under and governed by General Laws Chapter 44, § 53E½.

2. Expenditure Limitations.

A department or agency head, board, committee or officer may incur liabilities against and spend monies from a revolving fund established and authorized by this by-law/ordinance without appropriation subject to the following limitations:

A. Fringe benefits of full-time employees whose salaries or wages are paid from the fund shall also be paid from the fund, except for those employed as school bus drivers.

B. No liability shall be incurred in excess of the available balance of the fund.

C. The total amount spent during a fiscal year shall not exceed the amount authorized by town meeting on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the selectboard and finance committee.

3. Interest.

Interest earned on monies credited to a revolving fund established by this by-law/ordinance shall be credited to the general fund.

4. Procedures and Reports.

Except as provided in General Laws Chapter 44, § 53E½ and this by-law/ordinance, the laws, charter provisions, by-laws/ordinances, rules, regulations, policies or procedures that govern the receipt and custody of town monies and the expenditure and payment of town funds shall apply to the use of a revolving fund established and authorized by this by-law/ordinance. The town accountant shall include a statement on the collections credited to each fund, the encumbrances and expenditures charged to the fund and the balance available for expenditure in the regular report the town accountant provides the department, board, committee, agency or officer on appropriations made for its use.

5. Authorized Revolving Funds.

The Table establishes:

A. Each revolving fund authorized for use by a town department, board, committee, agency or officer,

B. The department or agency head, board, committee or officer authorized to spend from each fund,

C. The fees, charges and other monies charged and received by the department, board, committee, agency or officer in connection with the program or activity for which the fund is established that shall be credited to each fund by the town accountant,

D. The expenses of the program or activity for which each fund may be used,

E. Any restrictions or conditions on expenditures from each fund;

F. Any reporting or other requirements that apply to each fund, and

G. The fiscal years each fund shall operate under this by-law/ordinance.

| Revolving Fund | Department, Board Committee, Agency or Officer Authorized to Spend from Fund | Fees, Charges or Other Receipts Credited to Fund | Program or Activity Expenses Payable from Fund | Restrictions or Conditions on Expenses Payable from Fund | Other Requirements /Reports | Fiscal Years |
|---|--|---|---|--|-----------------------------|---------------------------------------|
| Hazardous Materials Revolving Fund | Fire Chief | Fees received for services provided at hazardous material release incidents, contingency planning activities, site assessments, and public training | Replacement of equipment, materials, and the costs of labor involved with personnel performing program related activities | | | Fiscal Year 2019 and subsequent years |
| Fire Alarm Revolving Fund | Fire Chief | Fees received from users of the services provided by the Fire Department's Fire Alarm Division | For extension of the Fire Alarm System | | | Fiscal Year 2019 and subsequent years |
| Infiltration and Inflow Revolving Fund | DPW Director | Fees received for Sewer Extension Permits to the reduction of Infiltration and Inflow into the Wastewater Collection System | For technical assistance and/or direct mitigation of existing sources of Infiltration and Inflow | | | Fiscal Year 2019 and subsequent years |
| Inspections Fees Revolving Fund | Building Commissioner | Plumbing, Electrical, and Building Inspection Fees | For providing part-time qualified inspectors for plumbing, electrical, and building inspections | | | Fiscal Year 2019 and subsequent years |
| School Department Professional Development Revolving Fund | Superintendent of Schools | School Professional Development Program Fees | Hire program instructors, purchase instructional materials, reimburse travel and lodging costs, and other expenses as incurred in the development and operation of these programs | | | Fiscal Year 2019 and subsequent years |
| Senior Citizens Program Revolving Fund | Council on Aging | Program and Participation Fees for Senior Citizen Programs and Activities | Hire instructors, purchase materials, and pay for other expenses as incurred in the development and operation of these programs and activities | | | Fiscal Year 2019 and subsequent years |
| Public Health Revolving Fund | Board of Health | Inspection Fees of Nail Salons, Rental Dwellings, Solid Waste Haulers and providers of dumpsters, and septic systems | Providing qualified inspectors for inspection and regulation of nail salons, rental dwellings, solid waste haulers and septic systems. | | | Fiscal Year 2019 and subsequent years |
| Tobacco Control Revolving Fund | Board of Health | Fees provided from licensed sellers of tobacco products | For education, inspections, enforcement, & administration of tobacco control programs | | | Fiscal Year 2019 and subsequent years |
| Affordable Housing Revolving Fund | Community Development Director | Fees and reimbursements received from neighboring towns participating in the Regional Housing Consultant Services project | To hire consultants, purchase services and materials and other related expenses | | | Fiscal Year 2019 and subsequent years |
| | | | | | | |

Or take any action relative thereto

Finance Director
Executive Assistant
Board of Selectmen

Note: Accounting rules for revolving funds changed in November 2016. Revolving funds are now required to be established by bylaw. The article establishes a revolving fund bylaw.

Article 18: The Finance Committee recommends the adoption of this subject matter. Vote 7-0-1

ARTICLE 19 Revolving Fund Articles

To see if the Town will vote to establish and authorize the use of revolving fund accounts pursuant to the provisions of Massachusetts General Law Chapter 44, Section 53E 1/2 as amended for the purposes, maximum expenditure, and authority to spend as outlined in the table below. Funds expended for these purposes may be used independently or in conjunction with other public or private funds provided for these same purposes.

| Title | Max Amount | Source of Fees and Use of Funds | Authority to Expend Funds |
|--|-------------------|--|----------------------------------|
| Hazardous Materials Revolving Fund | \$20,000 | Applying fees received for services provided at hazardous material release incidents, contingency planning activities, site assessments, and public training for replacement of equipment, materials, and the costs of labor involved with personnel through June 30, 2018. | Fire Chief |
| Fire Alarm Revolving Fund | \$30,000 | Applying fees received from users of the services provided by the Fire Department's Fire Alarm Division for the extension of the Municipal Fire Alarm System through June 30, 2018. | Fire Chief |
| Infiltration and Inflow Revolving Fund | \$400,000 | Applying fees received for Sewer Extension Permits to the reduction of Infiltration and Inflow into the Wastewater Collection System throughout the Town and expending funds for technical assistance and or direct mitigation of existing sources of Infiltration and Inflow through June 30, 2018. | DPW Director |
| Inspections Fees Revolving Fund | \$200,000 | Applying fees charged to the recipients of inspections to be utilized to fund the cost of providing plumbing, electrical, and building inspections by part-time qualified inspectors | Building Commissioner |

| | | | |
|---|----------|---|--------------------------------|
| | | through the period ending June 30, 2018. | |
| School Department Professional Development Revolving Fund | \$20,000 | Applying fees charged to the recipients of Professional Development Program services within the Hudson Public Schools to hire instructors, purchase instructional materials, reimburse travel and lodging costs, and other expenses as incurred in the development and operation of these programs through June 30, 2018. | Superintendent of Schools |
| Senior Citizens Program Revolving Fund | \$50,000 | Applying fees received from participants in the Senior Citizen Programs and Activities provided by the Hudson Senior Center to hire instructors, purchase materials, and pay for other expenses as incurred in the development and operation of these programs and activities through June 30, 2018. | Council On Aging |
| Public Health Revolving Fund | \$75,000 | Applying fees received for public health programs to pay for the Inspection of Nail Salons, and Rental Dwellings, the inspection and regulation of Solid Waste Haulers and providers of dumpsters, and the review of Septic System inspection reports through June 30, 2018. | Board of Health |
| Tobacco Control Revolving Fund | \$6,000 | Applying fees received from licensed sellers of tobacco products to provide education, inspections, enforcement, and the administration of tobacco control programs through June 30, 2018. | Board of Health |
| Affordable Housing Revolving Fund | \$60,000 | Applying fees and reimbursements received from neighboring Towns participating in the Regional Housing Consultant Services project to hire consultants, purchase services and materials and other related expenses through June 30, 2018. | Community Development Director |

Or take any other action relative thereto.

Executive Assistant, Fire Chief,
Finance Director, DPW Director,
Building Commissioner, School
Committee, Council on Aging, Board of
Health, Community Development
Director, Board of Selectmen

Article 19: The Finance Committee recommends the adoption of this subject matter of this subject matter.

ARTICLE 20 Light and Power Surplus Account

To see if the Town will appropriate the receipts of the Light and Power Department for the operation, maintenance, expenses, repairs and construction for the Department for the fiscal year ending June 30, 2018, as defined in Section 57 and 58, Chapter 164 of

the General Laws (1921) of Massachusetts, as thereafter amended, and that if there shall be any unexpended balance as of December 31, 2017, an amount not to exceed \$225,000 of the same shall be transferred to the Light and Power Surplus Account.

Municipal Light Board

Article 20: The Finance Committee unanimously recommends the adoption of this subject matter.

ARTICLE 21 Annual Town Reports

To hear the reports of the Town Officers, Boards and Committees and to act thereon.

Board of Selectmen

Article 21: The Finance Committee unanimously recommends the adoption of this subject matter.

ARTICLE 22 Borrowing In Anticipation of Revenue

To see if the Town will vote to authorize the Town Treasurer/Collector, with the approval of the Board of Selectmen, to borrow money from time to time in anticipation of the revenue of the fiscal year beginning July 1, 2017 in accordance with the provisions of the Massachusetts General Laws, Chapter 44, Section 4, as amended, and to issue a note or notes therefore, payable within one year, and to renew any note or notes as may be given for a period of less than one year in accordance with General Laws, Chapter 44, Section 17, as amended; or take any action relative thereto.

Executive Assistant
Board of Selectmen

Article 22: The Finance Committee unanimously recommends the adoption of this subject matter.

ARTICLE 23 Solar Pilot Agreement

To see if the Town will vote, pursuant to the provisions of M.G.L c. 59, §38H and regulations promulgated thereunder, to authorize the Board of Selectmen to and enter into a payment in lieu of tax agreement with Southern Sky Renewable Energy Hudson Stow, LLC, a Delaware limited liability company, developer of the solar photovoltaic energy generating facility to be developed at 34D Old Stow Road Hudson, MA; the terms and conditions of which appear below; or take any action relative thereto.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR INCREASE IN REAL PROPERTY
AND ALL PERSONAL PROPERTY TAXES**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR INCREASED REAL PROPERTY TAXES AND FOR ALL PERSONAL PROPERTY TAXES ONLY ("Agreement") is made and entered into as of _____, 2017 by and between Southern Sky Renewable Energy Hudson Stow, LLC, a Delaware limited liability company ("Developer") with an address of 34D Old Stow Road Hudson, MA, and the **TOWN OF HUDSON**, a municipal corporation of the Commonwealth of Massachusetts with an address of 78 Main Street, Hudson, MA 01749 (the "Town"). Developer and the Town are collectively referred to in this PILOT Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facilities (the "Project") on land located in Hudson, Massachusetts as shown on Exhibit A hereto (the "Property");

WHEREAS, the Project consists of the following personal property: (a) solar modules, solar inverter systems, and solar power generating facilities including racking, foundations, support structures, braces and other structures and equipment; (b) electrical transmission facilities, electrical distribution and collector lines, wires, cables, conduits, footings, foundations, interconnections and/or switching facilities, circuit breakers, transformers, pads, energy storage facilities; (c) control and communication systems; (d) meteorological stations and solar energy measurement equipment; and e) other improvements, facilities, materials parts, systems, structures, machinery and equipment in any way related to or associated with generation, conversion, storage, switching, metering, transmission, distribution, conducting, sale or other use or conveyance of electricity (the "Solar Facilities");

WHEREAS, Developer and Hudson Light and Power Department ("Hudson Light and Power") have entered into a Power Purchase Agreement For Unit Contingent Contract Products, dated September 6, 2016 (as same may be amended from time to time, the "PPA") pursuant to which Hudson Light and Power will purchase all electricity generated by the Project;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to an increase in real property taxes resulting from the Project and all personal property taxes relating to the Project, the Parties believe that it is in their mutual best interests to enter into this Agreement. The parties acknowledge that this Agreement contemplates increases in real property tax resulting from an increase in the value of the Property due to the Project and all personal property taxes that may be assessed solely as a result of the Project. The Developer has entered a twenty-year lease agreement ("the Lease") with the owner of the Property, which requires the Developer to pay any increase in real estate property taxes resulting from the Project. The Lease agreement with the owner of the Property gives the Developer the authority to enter into this PILOT Agreement for real estate and personal property taxes;

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of certain real and personal property taxes on the Project under the authority of M.G.L. c. 59, Section 38H and the Massachusetts Department of Revenue regulations adopted in connection therewith;

WHEREAS, the Parties intend that, during the term of the Agreement, Developer and/or the owner of the Property will not be assessed for any increase in statutory real estate taxes resulting from an increase in the value of the Property due to the Project or for any personal property taxes to which

they might otherwise be subjected under Massachusetts law as a result of the Project, and this Agreement will provide for the exclusive payments in lieu of such real and personal property taxes that Developer or the Property owner (or any successor owner of the Project) will be obligated to make to the Town with respect to the Property and the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect: (a) any direct payments for services provided by the Town to the Project, including but not limited to, water and sewer services, motor vehicle excise taxes and similar payment obligations not in the nature of real or personal property taxes or substitutes for such taxes that Developer or Property owner may otherwise be obligated to pay the Town, and

WHEREAS, the Town is authorized to enter into this Agreement with Developer, provided that payments in lieu of increased real estate taxes or personal property taxes over the term of the Agreement are expected at inception to approximate the increased real estate taxes and personal property tax payments that would otherwise be determined under G.L. c.59 based upon the full and fair cash valuation of the Property and the Project;

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

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

1. Payment in Lieu of Taxes. From and after the date that the Project is authorized to interconnect and export power to the local electric utility (the "Commercial Operation Date"), Developer agrees to make payments to the Town in lieu of increases in real property tax resulting from an increase in the value of the Property due to the Project and all personal property taxes that may be assessed solely as a result of the Project in the amounts and in the years set forth in Exhibit B, such payments to continue until the earlier of (a) termination of the PPA and removal of the Solar Facilities (and Developer agrees to remove such Solar Facilities no later than 90 days later than termination of the PPA and restore the site), and (b) twenty (20) years after the Commercial Operation Date. Each annual payment shall be made to the Town in two equal installments on or before January 1 and July 1 of each fiscal tax year during the term of this Agreement, and the annual payment amount and payment date and the Town's wire instructions will be noted on a tax bill issued by the Town to the Developer at least thirty days prior to the due date. The first and last payments shall be pro-rated based on the number of days in the semi-annual periods, respectively. Town specifically agrees that the semi-annual payment amounts will be paid by wire transfer and not by check.

Notwithstanding anything contained herein to the contrary, parties further acknowledge and agree that this agreement does not affect, nor in any way modify the Town's ability to separately assess and collect real estate taxes on the land value of the subject property site prior to solar facility installation and any motor vehicle taxes and/or utility charges that may become due and payable.

Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate or assessment percentage which factors have been anticipated by the Parties and are reflected in Exhibit B, and the Town agrees (subject to the terms of Paragraph 2 below) that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage which factors have been anticipated by the Parties and are reflected in Exhibit B.

2. Improvements or Additions, Retirements. The Developer shall be responsible for additional

payments in lieu of taxes in the event that the capacity of the Project increases on or after the Commercial Operation Date. In the event of such an increase, the Developer shall notify the Town Assessor in writing no later than 10 days after the date on which the Developer learns of the capacity increase. Thereafter the Assessor shall review such capacity changes and determine additional amounts owed by the Developer under this subparagraph. The Developer promptly shall provide the Town Assessor with any records or materials that the Town Assessor requests. For purposes of this Paragraph, a capacity increase shall include, without limitation, the addition of personal property that adds value or capacity to the Project.

3. Payment Collection. The provisions of General Laws Chapter 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were personal property taxes due and payable to the Town.

4. Tax Status, Separate Tax Lot. The Town agrees that during the term of this PILOT Agreement, the Town will not assess the owner of the Property or the Developer for any increase in the value of the Property attributable to the Project or for personal property taxes with respect to the Project; provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the Town for real property taxes assessed to the Property that are unrelated to the value or income of the Project, excise taxes on vehicles due pursuant to G.L. c. 60A and for direct services provided by the Town to the Project, including but not limited to, water and sewer services. The Town agrees that no increased real estate taxes attributable to the Project or personal property taxes will be due from or assessed to the owner of the Property or to the Developer other than the payments in lieu of taxes described in this PILOT Agreement.

5. Successors and Assigns. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Property and the Project. In the event that Developer sells, transfers, leases or assigns all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee or assignee. A Notice of this Agreement maybe recorded by Developer in the applicable Registry of Deeds forthwith upon execution.

6. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with General Laws Chapter 59, §38H. Each Party was represented by counsel in the negotiation and preparation of this PILOT Agreement and has entered into this PILOT Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this PILOT Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over certain real and personal property taxes as specified herein, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for increases in the value of the Property attributable to the Project and for personal property taxes attributable to the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town and is in the public interest. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the increased value of the Property due to the Project and for personal property taxes attributable to the Project.

7. Additional Documentation and Actions. Subject to applicable laws and regulation, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional reasonable instruments, certificates and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement.

8. Invalidity. If, for any reason, including a change in applicable law, it is ever determined that this Agreement is invalid, then this Agreement shall terminate as of the date of such determination, and the Property and Project will thereafter be assessed and taxed, if at all, as though this Agreement does not exist. The Parties will cooperate with each other, and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

This section 8 shall survive termination.

9. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:
Francis X. McMahon, Esq.
Southern Sky Renewable Energy
Forty Court Street
Suite 1150
Boston, MA 02108

To Town:
Executive Assistant
Town of Hudson
78 Main Street
Hudson, MA 01749

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

10. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without reference to conflicts of laws principles. Developer and the Town each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

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

12. Force Majeure/ Casualty. The Developer and Town both recognize that there is the possibility during the term of this Agreement that all or a portion of the Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party ("Force Majeure"). As used herein Force Majeure includes without limitation: acts of God, including floods, winds, storms,

earthquakes, fire or other natural disaster; acts of war, or civil insurrection or disturbance, terrorism; taking by eminent domain by any governmental entity of all or a portion of the Property.

If a Force Majeure event occurs during the term of this PILOT Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than thirty days, then Developer may at its election notify the Town of the existence of this condition as well as its decision whether or not to rebuild that portion of the Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the Town and thereupon this Agreement shall terminate and the Property shall thereafter be assessed and taxed, if at all, as though this Agreement does not exist.

13. Covenants of Developer. So long as the Town is not in breach of this Agreement during its term, Developer will not do any of the following:

- a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein; or
- b. convey, without the express consent of the Town, by sale, lease or otherwise any interest in the licensed area to any entity or organization that qualifies as a charitable organization pursuant to General Laws Chapter 59, §5 (Third).

14. Covenants of the Town. So long as Developer is not in breach of this Agreement during its term, the Town will not do any of the following:

- a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement; or
- b. seek to collect from Developer or the owner of the Property any real estate taxes on the Property due to an increased value in the Property as a result of the Project or any personal property taxes attributable to the Project in addition to the amounts herein.

15. Liens/Encumbrances: Nothing in this Agreement shall preclude or prohibit the Town from imposing or seeking any lien, encumbrance or other relief upon or with respect to the licensed area or the Project for real or personal property taxes in the event that required taxes or sums are not timely paid or in the event of other default. In the event of a default or non-payment of sums owed under this Agreement, the Developer expressly consents to the Town's imposition of a lien for unpaid sums.

16. Conditions Precedent. The obligations of each Party under this Agreement are conditioned on (a) approval of this Agreement by the Town's legislative body, and (b) the Town promptly thereafter submitting this Agreement to the Massachusetts Department of Revenue ("DOR") and DOR having no objection within thirty (30) days of receipt.

17. Enforceability. Developer and Town agree that this Agreement shall be void if the Massachusetts General Court abolishes an ad valorem tax on property used for the production of electricity.

[signatures follow]

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF HUDSON

**By Its Board of Selectmen, with no
personal liability**

**Southern Sky Renewable Energy Hudson
Stow, LLC**

By:

By: _____

Name:

Title:

EXHIBIT A to PILOT Agreement**EXHIBIT B to PILOT Agreement**

| <u>Year</u> | <u>Total Annual Payment</u> |
|--|-----------------------------|
| <u>Years 1-20</u> <u>Year 1 begins at the Commercial Operation Date</u> | <u>\$69,488</u> |

Or take any action relative thereto.

Executive Assistant
Board of Selectmen

***Article 23: The Finance Committee recommends the adoption of this subject
matter. Vote 7-1-0***

ARTICLE 24 Grant Utility Easement to Verizon – 1 Municipal Drive

To see if the Town will vote to authorize the Board of Selectmen to grant Verizon New England, Inc., an easement at 1 Municipal Drive, said property being more particularly described as follows:

KNOW ALL MEN BY THESE PRESENTS that the THE INHABITANTS OF THE TOWN OF HUDSON, a municipal corporation having an address of 78 Main Street, Hudson, Massachusetts 01749 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, grants to VERIZON NEW ENGLAND, INC., a New York corporation, having its principal place of business at 125 High Street, Oliver Tower, 7th Floor, Boston, Massachusetts 02110, its successors and assigns (hereinafter referred to as the Grantee) with quitclaim covenants, the following rights and easements:

OVERHEAD SYSTEM

Grantor grants to Grantee the exclusive and perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission and/or distribution of intelligence and telecommunications and for the transmission of high and low voltage electric current, lines to consist of, but not limited to, nine (9) poles with wires and cables installed thereon, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") over, across, under and upon the Grantor's land in the Town of Hudson, Middlesex County, Massachusetts to serve Grantor's property and others.

Said OVERHEAD SYSTEM is to be installed on Grantor's property, which is located on the easterly side of Cox Street, to originate from Pole T.74/E.74, which is located on the westerly side of Cox Street, and proceed in a northeasterly direction, over, across and upon the land of Grantor to Pole T.74-1/E.223, then continue over, across and upon the land of Grantor as follows:

Northeasterly a distance of approximately two hundred (200) feet to Pole T.74-02, then
Northeasterly a distance of approximately two hundred (200) feet to Pole T.74-03, then
Southeasterly a distance of approximately one hundred thirty-eight (138) feet to Pole T.74-04, then
Southeasterly a distance of approximately ninety-four (94) feet to Pole T.74-05, then
Northeasterly a distance of approximately ninety-eight (98) feet to Pole T.74-06, then
Northeasterly a distance of approximately one hundred twenty-five (125) to Pole T.74-07, then
Northeasterly a distance of approximately one hundred thirty one (131) feet to Pole T.74-08, then
Northeasterly a distance of approximately sixty-five (65) feet to Pole T.74-09;

The exact locations of which shall become established by and upon the final installation thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate and patrol and otherwise change said OVERHEAD SYSTEM and each and every part thereof, but not the general location thereof, and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors an assigns, and to clear and keep cleared the portions and areas of the premises wherein the OVERHEAD SYSTEM is specifically located of such trees, shrubs,

bushes, structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the OVERHEAD SYSTEM.

It is agreed that the OVERHEAD SYSTEM shall remain the property of the Grantee, its successors and assigns. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said OVERHEAD SYSTEM.

UNDERGROUND SYSTEM

Grantor grants to Verizon New England, Inc. (hereinafter "Verizon") the perpetual right and easement to lay, construct, reconstruct, operate, maintain, replace and remove LINES for the transmission of intelligence and telecommunications upon, over, under and across the land of Grantor, located in the Town of Hudson, Middlesex County, Massachusetts. The above granted rights being more particularly described as the perpetual right to construct, reconstruct, operate, maintain, replace and remove UNDERGROUND CABLES, pipes, conduits, hand holes and such surface testing terminals, pedestals, repeaters, markers, and other appurtenances with wires and/or cables therein as the Grantee may from time to time desire within a ten foot strip of land beginning at Pole T.74-09 and running in a northwesterly direction a distance of approximately one hundred seventy-three (173) feet to the side of the municipal police station and then into an interior utility room, all of which shall then become permanent upon placement of the aforementioned facilities, with the right to cut down and keep trimmed all trees, bushes, underbrush and growth including the foliage thereon as Verizon may from time to time deem necessary for the safe operation of said lines.

The herein granted right and easement is more particularly described as that certain strip(s) of land situated within and along said Grantor's land for Verizon to install the necessary cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained exclusively by said Verizon for the transmission and distribution of intelligence and communication by electricity or otherwise to serve Grantor's property and others. It is also agreed that any cables, lines, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain exclusively the property of Verizon, its successors and assigns, as its interest appears.

Verizon shall have the right to connect such conduits, manholes, cables and wires with the poles, conduits, cables and wires which are located or which may be placed in parcels of land, private ways, public ways or streets within, adjacent or contiguous to the aforesaid premises. Permission is herein granted to enter said private way, strips of land and premises for all the above purposes.

It is agreed that the exact location of the facilities shall be established by the installation and placements of said facilities within the above described easement area. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of the easement area. Grantor shall have the right to use the easement area herein granted for any purpose not inconsistent with the rights granted to Verizon hereunder.

Also with the further perpetual right and easement from time to time to renew, repair, replace, add to, maintain, operate, patrol and otherwise change said underground system and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment Verizon, its successors and assigns. However, said Verizon, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

For Grantor's title, see deed dated July 18, 1930 and recorded with the Southern Middlesex County Registry of Deeds at Book 5487, Page 598. Reference may also be had to the Town of Hudson Assessor Map 13, Lot 66.

Or take any action relative thereto.

Executive Assistant
Board of Selectmen

Article 24: The Finance Committee recommends the adoption of this subject matter. Vote 7-0-1

ARTICLE 25 Lake Boon Non-Annual Weed Control

To see if the Town will vote to appropriate from free cash for the Fiscal Year ending June 30, 2017 the sum of \$4,900 to fund non-annual weed control in Lake Boon; or take any action relative thereto.

Executive Assistant
Lake Boon Commission

Article 25: The Finance Committee recommends the adoption of this subject matter. Vote 7-0-1

ARTICLE 26 Amend Zoning Bylaw – Site Plan Review

To see if the Town will vote to amend the Town of Hudson Protective Zoning By-Laws by deleting the following language from Section 7.1.7.3 **Entitle Procedures** "Prior to filing an application for Site Plan Review with the Planning Board, the Applicant must first submit an application and receive initial plan approval from the Internal Traffic Committee (ITC). The ITC will provide the Planning Board recommendations in writing regarding the proposed plan. The recommendations may be in the form of Meeting Minutes "and replacing it with:

"Upon filing an application for Site Plan Review with the Planning Board, the Applicant must receive a review, if applicable by the Health Department; Building Department; Department of Public Works; Fire Department; Police Department; Conservation Agent; and Hudson Power and Light or any other applicable departmental review regarding the proposed plan. These findings shall be incorporated into the submission by the applicant to the Planning Board."; or take any action relative thereto.

Director of Community Development

Note: This article would simplify and improve the efficiency of development review procedures by bringing "Best Practices" to the Site Plan Review process. Specifically, this article would replace the Internal Traffic Committee review and approval process and establish an interdepartmental review team that would provide critical technical review and recommendations on proposed development to the Planning Board. This is supported by the Town of Hudson's award winning Master Plan which states that "the Town should review whether there are unnecessary roadblocks or delays in its administrative procedures for the review of development".

Article 26: The Finance Committee unanimously recommends the adoption of this subject matter.

ARTICLE 27 Petitioned Article: Amend Zoning By-Law – Add Senior Housing

To see if the Town will vote to Amend Section 5.2.3.1.e) of the protective Zoning Bylaws of the Town of Hudson, by adding Senior Housing, specifically including Independent Living Residences, and Assisted Living Residences, as uses allowed by Special Permit in Residential Districts SA-7 and SA-8., and to add the following definitions of Independent Living Residences and Assisted Living Residences to Section 2.0 Definitions:

Independent Living (IL) Residences: A housing facility for senior citizens or for adults who choose to live in a congregate setting where a variety of health and domestic services, as well as social/educational facilities and activities, are available. In an IL Residence, such services, whether included in the base rent or for additional fee, offered will include, some, but not necessarily all: daily meals, basic housekeeping and laundry services, health and exercise programs, recreation and socialization opportunities, and transportation with the community. IL Residences also provide services, or access to services to allow seniors to age in place. Independent Residential units, offer a sink, stove, refrigerator and private bathroom in each apartment.

Assisted Living (AL) Residences: A housing facility for senior citizens, licensed and regulated by the Commonwealth of Massachusetts, or for adults who require more medical, physical and, if provided, memory care (in a licensed and secured area or program). While providing many of the services and amenities referenced in the IL Residence definition, a AL Residence provides additional services that typically include, but are not limited to: available 24-hour assistance with Activities of Daily Living, such as functional mobility, bathing and showering, grooming and personal toilette, hygiene, dressing; daily meals and feeding assistance if required, and nutritional monitoring; physical and mental assessments; assistance in dispensing of medications, nursing care and facilitating access to additional medical services.

Or take any other action relative thereto

Petitioned by Jose P. Moreira, et al.

Article 27: The Finance Committee recommends the adoption of this subject matter. Vote 5-1-2

ARTICLE 28 Petitioned Article: Addictions Referral Center

To see if the Town will vote to raise and appropriate or take from Free Cash the sum of \$10,000.00 to assist the Addictions Referral Center in Marlboro in its efforts to provide assistance to persons from Hudson and surrounding communities who have problems with alcohol and/or other substance abuse, said funds to be expended under the direction of the Executive Assistant and the Board of Selectmen; or take any action relative thereto.

Petitioned by Ernie Kapopoulos, et al.

Article 28: The Finance Committee unanimously recommends the adoption of this subject matter.

ANNUAL TOWN MEETING

And you are also directed to notify and warn said inhabitants to meet at the several designated polling places in their respective precincts in said Hudson, to wit:

| | |
|--------------|--|
| Precinct I | Hudson High School, 69 Brigham Street |
| Precinct II | Glen Road Community Center, 4 Glen Road |
| Precinct III | David J. Quinn Middle School, 201 Manning Street |
| Precinct IV | Joseph P. Mulready School, 306 Cox Street |
| Precinct V | Forest Avenue School, 136 Forest Avenue |
| Precinct VI | Auditorium, Town Hall, 78 Main Street |
| Precinct VII | Auditorium, Town Hall, 78 Main Street |

On Monday, May 8, 2017, at seven o'clock in the forenoon, then and there to choose by ballot the following Town Officers for the ensuing year:

Selectman, one for three years; Moderator, one for one year; School Committee, two for three years; Trustees of Susan Cox, Joseph S. Bradley, J.J. Angell, Sarah A. Brown, George E.D. and Abigail E. Wilkins, Addie E. Cahill, Helen M. Lewis, Mary E. Tacey, Maude A. Whitney and Clara E. Houghton Funds, one for three years; Municipal Light Board, one for three years; Park Commission, one for three years; Board of Health, one for three years; Library Trustees, one for three years; Planning Board, one for three years; Cemetery Commission, one for three years; Constable, one for three years; Board of Assessors, one for three years.

And you are directed to serve this warrant by posting up copies attested by you in the following places: one at the Post Office, one at the Town House, one at the Office of the Town Clerk, and in six other public places in said Town, seven days at least before the time of holding said meeting and by publication in a newspaper published in said Town.

Hereof fail not and make due return of this warrant with your doings thereon to the Town Clerk on or before time of holding said meeting.

Given under our hands this 27th day of February in the year Two Thousand Seventeen.

Scott R. Duplisea, Chairman

James D. Quinn, Clerk

John Parent, Vice Chairman

Fred P. Lucy, II

Joseph J. Durant

INTRODUCTION TO TOWN MEETING

The Town Meeting is a deliberative assembly, charged with considering a number of questions of varying complexity in a reasonable period of time, and with full regard to the rights of the majority.

AUTHORITY

The three elements of authority at Town Meeting are a quorum of 150 registered voters or more, the Moderator and the Town Clerk.

The Moderator presides at and regulates the proceedings, decides all questions of order, and makes declarations of all votes. No one may speak on an issue without being recognized by the Moderator. It is his responsibility to approve the distribution of materials, and persons wishing to do so must seek his permission. The Moderator appoints Tellers and alternates for the purpose of counting votes of the meeting.

THE WARRANT

All matters to be considered at Town Meeting must be published in the Town Meeting Warrant, which is the responsibility of the Board of Selectmen. The Finance Committee reviews the warrant, making recommendations on items of business to be presented. In accordance with the by-laws, all articles in the Warrant are considered in the order in which they appear in the Warrant, unless the Town Meeting, after reasons have been stated. The Moderator has full discretion to decide whether or not the motion to change the order of articles will be entertained.

PARTICIPATION

All remarks should be limited to the subject then under discussion. It is improper to indulge in references to personalities. The Moderator may request any person to keep silent. If after warning from the Moderator, a person refuses to be silent or persists in other disorderly behavior, the Moderator may order a person to withdraw and if he fails to withdraw, may order a police officer to remove such person from the Meeting. Each individual who speaks to the Meeting should make an effort to be as brief as possible out of consideration for others attending the Meeting and the need to give adequate time to all matters coming before it.

CLASSIFIED MOTIONS

Pursuant to section 8 of article II of the by-laws of the Town of Hudson, when a question comes before Town Meeting certain motions shall be received and have precedence in the following order:

PRIVILEGED MOTIONS: These are motions that have no connection with the main motion before the Town Meeting, but are motions of such importance that they are entitled to immediate consideration. These motions have the privilege of temporarily setting aside the main business before the Town Meeting.

TO ADJOURN (decided without debate):

TO FIX THE TIME FOR ADJOURNMENT:

SUBSIDIARY MOTIONS: These are motions that are used to modify or dispose of the main motion being considered. Their existence as motions depend on the main motion to which they are subordinate.

TO LAY ON THE TABLE (decided without debate)

FOR THE PREVIOUS QUESTION (decided without debate)

TO COMMIT

TO AMEND

TO POSTPONE INDEFINITELY

All motions may be withdrawn by the maker if no objection is made.

INFORMATION ON MOTIONS

A motion is the means of bringing a proposal or question before the Meeting for consideration. When put forward it is a motion; after is seconded and acknowledged by the Moderator, it becomes the question or proposal; and if it is approved by the Meeting, it becomes a resolution. Generally, no motion shall be entertained unless the subject is contained within a warrant article. The Moderator shall determine whether a motion is within the "scope of the article," that is, whether the warrant gives adequate notice that the action proposed by the motion might be taken at the Meeting. Articles only give notice and do not initiate action; motions do. Motions may be withdrawn; articles may not be.

Some motions avoid a final determination by the Meeting. A motion to commit or refer sends the matter to an existing board or committee or one to be established. The motion to postpone indefinitely disposes of the question without bringing it to a direct vote. The motion to postpone indefinitely should not be confused with the motion to lay on the table which only temporarily delays a vote.

Pursuant to article II, section 3 of the Town of Hudson by-laws, no vote of Town Meeting shall be reconsidered except upon notice by an individual who voted with the majority thereon given within one hour of such vote at the same or succeeding session. If the individual who gives notice does not immediately make such motion, then a motion to reconsider may be made by another individual voter who voted with the majority.

Pursuant to section 4 of article II, no article in the Warrant shall be again taken into consideration after disposed of unless ordered by a vote of two-thirds of the voters present and voting. Pursuant to section 5 of article II, no voter shall speak more than twice upon any question without obtaining leave of Town Meeting except to correct an error or explain a point, nor until all other individuals who have not spoken and so desire have been given the opportunity to speak. Pursuant to section 6 of article II, all motions must be reduced to writing before being submitted to the Town Meeting if required by the Moderator.

Pursuant to section 9 of article II, a motion to receive the report of a committee shall put the report before Town Meeting but not discharge the committee. A vote to accept or adopt such report with or without amendment shall discharge the committee.

Pursuant to section 10 of article II, a 150-voter quorum is required to conduct business at Town Meeting. However, no quorum is needed for a motion to adjourn.

Pursuant to section 11 of article II, articles in a warrant shall be considered in order, except that the Moderator upon request and for reasons stated, may entertain a motion to consider an article out of regular order.

Pursuant to section 12 of article II and in addition to the authority already specified above, the Moderator may administer the oath of office to a town officer chosen at Town Meeting. If a vote declared by the Moderator is immediately questioned by seven or more voters, then the Moderator must verify the vote by polling voters or dividing the Town Meeting. If a two-thirds vote of Town Meeting is required by State Statute, the count shall be taken and the vote recorded by the Town Clerk. However, if the vote is declared to be unanimous, a count is not needed and the Town Clerk shall record the vote as unanimous unless immediately questioned by seven or more voters.

TOWN FINANCE TERMINOLOGY

The following terms are used from time to time in the Annual Report and Town Meeting. In order to provide everyone with a better understanding of the meaning, the following definitions are offered:

SURPLUS REVENUE: (Sometimes referred to as Excess and Deficiency Account). This fund is the amount by which the Cash, Accounts Receivable, and other assets exceed the liabilities and reserves.

AVAILABLE FUNDS: (Often called "Free Cash") This fund represents the amount of money remaining after deducting from the Surplus Revenue all uncollected taxes for prior years, taxes in litigation and court judgments. This fund is certified annually by the State Bureau of Accounts and may be used to defray town costs by a vote of the Town Meeting.

OVERLAY: The overlay is the amount raised by the Assessors in excess of appropriations and other charges for the purpose of creating a fund to cover tax abatements and exemptions granted and to avoid fractions in the tax rate.

RESERVE FUND: This is a fund established by the voters at the annual town meeting and may consist of direct appropriations or transfers. Transfers from the Reserve Fund are initiated by the Executive Assistant and require the approval of the Finance Committee. The use of the Reserve Fund is restricted to "extraordinary or unforeseen expenditures".