COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT
C.A. NO. 2185CV00238D

ELIZABETH REILLY, CAROL J. HALL, DONALD HALL, HILLARY SMITH, DAVID SMITH, MEGAN FLEMING, STEPHANIE A. MCCALLUM, JASON A. BEARD, AMY BEARD, SHANNON W. FLEMMING, and JANICE DOYLE,

Plaintiffs,

v.

TOWN OF HOPEDALE, LOUIS J. ARCUDI, III, BRIAN R. KEYES, GRAFTON & UPTON RAILROAD COMPANY, JON DELLI PRISCOLI, MICHALE MILANOSKI, and ONE HUNDRED FORTY REALTY TRUST,

Defendants.

MOTION OF DEFENDANTS TOWN OF HOPEDALE AND HOPEDALE BOARD OF SELECTMEN'S MOTION FOR CLARIFICATION OF JUDGMENT

The defendants Town of Hopedale and Louis J. Arcudi, III and Brian R. Keyes, named in their capacity as members of the elected Hopedale Board of Selectmen (hereinafter "Town" or "Board"), hereby submit their motion requesting clarification of the Court's November 10, 2021 Memorandum of Decision and Order on Cross-Motions for Judgment on the Pleadings (hereinafter "Judgment"). The Town files this motion pursuant to Rule 59 of the Massachusetts Rules of Civil Procedure, and requests that the Court clarify the Court's rulings as to the Town's options for acquiring the real property located at 364 West Street, Hopedale, which property and acquisition is the central issue in this litigation. The Town relies upon its memorandum of reasons filed herewith.

Defendants,
TOWN OF HOPEDALE, LOUIS J. ARCUDI AND BRIAN R. KEYES,

By their attorney,

Brian W. Riley (BBO# 555385)
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Dated: November 22, 2021
789154/HOPD/0145

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT
C.A. NO. 2185CV00238D

ELIZABETH REILLY, CAROL J. HALL, DONALD HALL, HILLARY SMITH, DAVID SMITH, MEGAN FLEMING, STEPHANIE A. MCCALLUM, JASON A. BEARD, AMY BEARD, SHANNON W. FLEMMING, and JANICE DOYLE,

Plaintiffs,

v.

TOWN OF HOPEDALE, LOUIS J. ARCUDI, III, BRIAN R. KEYES, GRAFTON & UPTON RAILROAD COMPANY, JON DELLI PRISCOLI, MICHALE MILANOSKI, and ONE HUNDRED FORTY REALTY TRUST,

Defendants.

MEMORANDUM IN SUPPORT OF DEFENDANTS TOWN OF HOPEDALE AND HOPEDALE BOARD OF SELECTMEN'S MOTION FOR CLARIFICATION OF JUDGMENT

The defendants Town of Hopedale and Louis J. Arcudi, III and Brian R. Keyes, named in their capacity as members of the elected Hopedale Board of Selectmen (hereinafter "Town" or "Board"), hereby submit their memorandum in support of their motion requesting clarification of the Court's November 10, 2021 Memorandum of Decision and Order on Cross-Motions for Judgment on the Pleadings (hereinafter "Judgment"). The Town requests that the Judgment be clarified/amended in the manner and for the reasons set forth below.

As cited on page 3 of the Judgment, on October 28, 2020, the Town initiated litigation in the Land Court against Jon Delli Priscoli, Michael R. Milanoski, the One Hundred Forty Realty Trust and the Grafton & Upton Railroad Company (hereinafter "Railroad Defendants"). A true

copy of this Complaint, without exhibits, is attached to this memorandum.[1] While also seeking injunctive relief against the Railroad Defendants, the Town's principal claim was for a declaratory judgment that the Town had taken the steps necessary to exercise its G.L. c.61, §8 right of first refusal and now held an irrevocable option to purchase 130 acres of real property at 364 West Street.

In February 2021, following ADR mediation, the Town and Railroad Defendants entered into the Land Court Settlement Agreement, previously filed as Exhibit 19 to the Plaintiffs' Verified Complaint in this action. The Settlement Agreement's terms included (1) the Board's waiver of any and all claims to acquire any property at 364 West Street via Chapter 61 option or eminent domain, (2) joint releases by the parties of all claims relative to the property, (3) an agreement that if one party is required to file suit to enforce the Settlement Agreement, the prevailing party is entitled to costs and attorneys' fees, and (4) a Joint Stipulation of Dismissal of the litigation with prejudice.

The Judgment in the case at bar found in favor of the Plaintiffs on Count I, the "ten taxpayer" claim under G.L. c.40, §53, stating that "the sole impediment to execution of the Settlement Agreement is that the Board failed to obtain prior authorization from the Town Meeting as required by G.L. c.40, §14." The Town interprets this as finding that there is nothing illegal or invalid in the Settlement Agreement, but only that there must be a new Town Meeting vote to authorize the acquisition of the lesser amount of real property set forth in the Settlement Agreement.

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[1] The Town's Land Court Verified Complaint is attached as it appears it was not previously filed with this Court as an exhibit. Exhibits to the Land Court Complaint are omitted, however, as most are already before the Court and the sole purpose of attaching the Complaint hereto is to show the claims made by the Town, which is in turn relevant to the Land Court Settlement Agreement discussed in pages 3 and 4 of the Judgment in this case. The Court may take judicial notice of the Town's Verified Complaint; the Land Court docket of the case was filed as Exhibit 16 to the Plaintiffs' Verified Complaint in this action.

In the Court's determination on Count II and Count III of the Verified Complaint, the Judgment is in favor of the Town and Railroad Defendants on all counts. Judgment, pgs. 9-11. The Judgment includes two statements, however, as to the Town's "options" with the conclusion of the litigation that appear to be inconsistent with the finding that the Settlement Agreement is valid. On page 10, the Judgment states, "Therefore, it lies within the Board [of Selectmen's] sole discretion to determine whether to seek Town Meeting approval for the Settlement Agreement, to renew its attempts to enforce the Option, or to do neither." [emphasis added] Further, in explaining the basis for a 60 day continuation of the temporary injunction against the Railroad Defendants, the Judgment states on page 12 that the 60 days serves to create "a limited period of time sufficient to allow the Town to decide whether to seek the Town Meeting authorization necessary to validate the Settlement Agreement or to take the necessary steps to proceed with its initial decision to exercise the Option on the entire Property." [emphasis added]

It has been the Town's position (and that of the Railroad Defendants] throughout this litigation that the terms of the Settlement Agreement are valid and binding on the parties. The Judgment clearly reinforces that position, even while finding in the Plaintiffs' favor on Count I. Given the actual terms of the Settlement Agreement cited *supra*, however, it is not at all clear to the Town how it still retains any legal rights or ability to "enforce the Option" pursuant to G.L. c.61, since the Settlement Agreement by its terms served to waive any further claims or attempts by the Town to exercise the Chapter 61 irrevocable option.

Where the Settlement Agreement states that the Town has waived its Chapter 61 rights, it is not clear how the Board might now pursue the prior irrevocable option without, at a minimum, facing more litigation against the Railroad Defendants on claims previously waived in the Land Court litigation. In addition, this Court's statement that the Board may still "exercise the Option"

has caused the Plaintiffs and other voters to initiate a campaign to defeat any attempt by the Board to seek a new Town Meeting vote based on the Settlement Agreement. Therefore, the Town respectfully requests that this honorable Court clarify that portion of the November 10, 2021 Judgment stating that the Town still has the ability to exercise the Option, whereas the balance of the Judgment suggests that the terms of the Settlement Agreement are the only viable option to obtain any of the property at 364 Main Street.

Defendants,
TOWN OF HOPEDALE, LOUIS J. ARCUDI AND BRIAN R. KEYES,

By their attorney,

Brian W. Riley (BBO# 555385)
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Dated: November 22, 2021
788984/HOPD/0145

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

LAND COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO.

TOWN OF HOPEDALE,

Plaintiff,

v.

JON DELLI PRISCOLI and MICHAEL R. MILANOSKI, as Trustees of the ONE HUNDRED FORTY REALTY TRUST, and GRAFTON & UPTON RAILROAD COMPANY,

Defendants.

VERIFIED COMPLAINT

The Town of Hopedale, by and through its Board of Selectmen, brings this civil action against the parties who now own the controlling interest to a parcel of land in Hopedale which is classified as forest land for tax purposes under Chapter 61 of the General Laws.

On July 9, 2020, the One Hundred Forty Realty Trust (the "Trust"), under control of a prior trustee, sent the Town notice of its intent to sell the Chapter 61 land with a copy of the purchase and sale agreement with a trust affiliated with the Grafton & Upton Railroad Company ("GURR"). Pursuant to M.G.L. c. 61, § 8, Hopedale has a first refusal option to meet any offer to purchase classified forest land and 120 days to exercise this option. Within this statutory time period, the prior trustee assigned 100% of the beneficial interest of the Trust to GURR, so that GURR has obtained the controlling interest in the Chapter 61 land. Thus, even though the Trust still holds legal title to the Chapter 61 land and the Town still holds an option to purchase it, GURR has begun to convert the use of the land by clearing the forest in preparation for development.

Therefore, Hopedale now seeks equitable relief from this Court, including: (i) a declaration that the Trust and GURR are prohibited from taking any action or conducting any activities on or concerning the Chapter 61 land which would result in any alienation of it or any conversion of its current use as forest land until such time as the Town no longer holds the option to purchase; (ii) a temporary restraining order and/or a preliminary injunction preventing the Trust and/or GURR and each of their agents and representatives from alienating or converting the use of the Chapter 61 land at any time before the expiration of the statutory first refusal option period set forth in M.G.L. c. 61, § 8, and as extended by Section 9 of Chapter 53 of the Acts of 2020; and (iii) entry of a memorandum *lis pendens* covering the Chapter 61 land.

PARTIES

1. Plaintiff Town of Hopedale ("Hopedale" or the "Town") is a Massachusetts municipality, here acting through its duly-elected Board of Selectmen, with a principal address of 78 Hopedale Street in Hopedale, Massachusetts.

2. Defendants Jon Delli Priscoli and Michael R. Milanoski are Trustees of the One Hundred Forty Realty Trust (the "Trust"), which is a nominee trust established under a declaration of trust dated September 16, 1981, and recorded in the Worcester Registry of Deeds (the "Registry") in Book 7322, Page 177. The trustees have a principal address of 7 Eda Avenue in Carver, Massachusetts. This action is brought against Mr. Delli Priscoli and Mr. Milanoski in their capacities as trustees only.

3. Defendant Grafton & Upton Railroad Company ("GURR") is a Massachusetts corporation with a principal place of business at 42 Westborough Road in North Grafton, Massachusetts. GURR owns 100% of the beneficial interest of the Trust pursuant to an

Assignment of Beneficial Interest dated October 12, 2020, and recorded in the Registry in Book 63493, Page 39.

JURISDICTION

4. This court has jurisdiction over the parties and this action pursuant to M.G.L. c. 184, § 1(k), because this action involves matters cognizable under the general principles of equity jurisprudence where a right, title, or interest in land is involved, including but not limited to specific performance of a land contract.

FACTUAL BACKGROUND

5. On or around June 27, 2020, the Trust (under the control of a prior trustee and prior owner of the beneficial interest, both of whom are unaffiliated with the defendants named herein) entered into a purchase and sale agreement with Jon Mark Delli Priscoli, Trustee of the New Hopping Brook Realty Trust, for two parcels of land located in Hopedale, Massachusetts, known as 363 West Street and 364 West Street for a purchase price of $1,175,000.00 (the "P&S Agreement"). A true and accurate copy of the P&S Agreement is included in **Exhibit A** as described below.

6. At the time of execution of the P&S Agreement, the Trust owned both parcels.

7. The parcel located at 364 West Street consisted of 155.24 total acres of generally undeveloped land, 130.18 acres of which was (and continues to be) valued, assessed, and taxed as classified forest land under M.G.L. c. 61 (the "Chapter 61 Land").

8. A portion of 364 West Street has been under Chapter 61 classification as forest land since 1992.

9. The Hopedale Board of Assessors approved the most recent re-certification of the Chapter 61 classification on or around September 3, 2014, and the current Chapter 61 tax lien is recorded in the Registry in Book 52875, Page 355.

10. The 364 West Street parcel was and is generally undeveloped except for a single railroad track and a gas pipeline easement that run through the managed forested land. There are no buildings or other structures located on the parcel.

11. According to a report prepared for the Town by Environmental Partners Group, Inc. ("EPG"), the 364 West Street parcel is located hydraulically-upgradient of all of Hopedale's public water supply sources and provides an important buffer for protection of the Town's public water supply wells. A copy of the EPG's report is attached as **Exhibit B**.

12. In addition, EPG noted 364 West Street is the only optimal location for siting a new public water supply source in the Town, and ownership of the Chapter 61 Land would ensure that future land uses on the parcel are consistent with water supply protection and would not adversely impact groundwater quality.

13. The Chapter 61 Land is also located adjacent to, and contiguous with, the Hopedale Parklands, a public parkland first designated in 1899 and with trails and landscape features designed by the American landscape architect Warren H. Manning. Ownership of the Chapter 61 Land would accentuate this existing conservation land and open space and provide additional recreational opportunities for the residents of Hopedale in proximity to the Hopedale Parklands.

14. Upon information and belief, GURR owns and operates on the railroad track that runs through the 364 West Street parcel. GURR is a short line railroad that runs for 16.5 miles

from Grafton to Milford. GURR is owned by Mr. Delli Priscoli and was affiliated with the buyer under the P&S Agreement.

15. On or around July 9, 2020, the prior trustee of the Trust served a Notice of Intent to Sell Forest Land Subject to Chapter 61 Tax Lien on the Hopedale Board of Selectmen and other parties as required pursuant to M.G.L. c. 61, § 8 (the "Notice of Intent"). A true and accurate copy of the Notice of Intent is attached as **Exhibit A**.

16. In the Notice of Intent, the Trust indicated its intent to sell both parcels of land, not just the Chapter 61 Land.

17. In the Notice of Intent, the Trust indicated that the proposed use of the Property was "to provide additional yard and track space in order to support the current and anticipated increase in rail traffic of GU[RR]'s transloading operations."

18. Upon information and belief, GURR has no concrete or definitive plans for its future use of the parcels.

19. M.G.L. c. 61, § 8, provides, in pertinent part: "For a period of 120 days after the day following the latest date of deposit in the United States mail of any notice which complies with this section, the city or town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land."

20. Section 9 of Chapter 53 of the Acts of 2020 provides:

> Notwithstanding section 8 of chapter 61 of the General Laws, section 14 of chapter 61A of the General Laws, section 9 of chapter 61B of the General Laws or any other general or special law, charter provision, ordinance or by-law to the contrary, during and for a period of 90 days after the termination of the governor's March 10, 2020 declaration of a state of emergency, all time periods within which any municipality is required to act, respond, effectuate or exercise an option to purchase shall be suspended.

21. Assuming the Notice of Intent was deposited in the mail on July 9, 2020, the statutory period for Hopedale to exercise its first refusal option to purchase the Chapter 61 Land

would expire on November 7, 2020, which is 120 days after July 10, the day following the date of deposit of the Notice of Intent in the mail, without including any extension pursuant to Section 9 of Chapter 53 of the Acts of 2020.

22. Upon information and belief, the P&S Agreement contained a bona fide offer to purchase the two parcels, including the Chapter 61 Land.

23. After July 9, 2020, but within the statutory option period, the Town of Hopedale made multiple statements to representatives of the Trust and of GURR that clearly and expressly indicated that the Town was considering exercising its first refusal option to purchase the Chapter 61 Land.

24. On October 7, 2020, counsel for the Trust sent a letter to Hopedale purporting to withdraw the Notice of Intent:

> [T]he Notice of Intent is hereby withdrawn in its entirety by One Hundred Forty Realty Trust, the property owner and shall be deemed of no further force and effect... Any further notice to sell or convert the land will be subject to a new Notice of Intent. To the extent that the Notice of Intent constituted an offer to sell to the Town of Hopedale, said offer is withdrawn.

A true and accurate copy of the October 7, 2020, letter is attached as **Exhibit C**.

25. On October 8, 2020, counsel for the Town of Hopedale sent a letter to the Trust and GURR stating that the purported withdrawal of the Notice of Intent was not effective because, by operation of law, the "first refusal option ripened into an irrevocable option to purchase which vested when the Town received the Notice of Intent." The letter further advised the Trust and GURR "that the Town of Hopedale will proceed to consider whether to exercise its option to purchase the portion of the property located at 364 West Street which is classified forest land under Chapter 61 according to the terms of the offer contained in the Notice of Intent." A true and accurate copy of the October 8, 2020, letter is attached as **Exhibit D**.

26. Despite knowing that the Town of Hopedale was actively considering exercising its first refusal option, the Trust and GURR entered into a series of transactions which accomplished an end run around the P&S Agreement.

27. First, the Trust conveyed by quitclaim deed to GURR the parcel located at 363 West Street and the non-classified portion of 364 West Street (i.e., the non-Chapter 61 Land) for consideration of $1.00. This quitclaim deed is dated October 12, 2020, and is recorded in the Registry in Book 63493, Page 34.

28. Second, the owner of 100% of the beneficial interest of the Trust assigned the beneficial interest to GURR for consideration of $1,175,000.00 (the same amount as the purchase price in the P&S Agreement). The Assignment of Beneficial Interest is also dated October 12, 2020, and is recorded in the Registry in Book 63493, Page 39.

29. Third, the trustees of the Trust, Charles E. Morneau and Gregg Nagel, resigned as trustees. Their resignations are also dated October 12, 2020, and are recorded in the Registry in Book 63493, Pages 43 & 45 (respectively).

30. Fourth, the Trust appointed successor trustees—the defendants named herein—who are affiliated with GURR: Mr. Delli Priscoli (CEO of GURR) and Mr. Milanoski (President of GURR). The appointment of successor trustees to the Trust is dated October 14, 2020, and is recorded in the Registry in Book 63508, Page 8. The certificate of appointment and acceptance of appointment is also dated October 14, 2020, and is recorded in the Registry in Book 63508, Page 11.

31. As a result of these transactions, GURR now owns the controlling beneficial interest in the Trust, which holds legal title to the Chapter 61 Land.

32. On October 24, 2020, at a Special Town Meeting attended by over 400 residents, the Town of Hopedale adopted warrant articles by unanimous consent to appropriate money for the acquisition of the Chapter 61 Land and to maintain and preserve the Chapter 61 Land "and the forest, water, air, and other natural resources thereon for the use of the public for conservation and recreation purposes to be managed under the control of the Hopedale Parks Commission."

33. Upon information and belief, on or around October 27, 2020, agents and/or representatives of the Trust and/or GURR began to undertake site work activities on the Chapter 61 Land, including but not limited to flagging for wetlands delineation and tree cutting.

COUNT I
M.G.L. c. 231A, § 1 -- DECLARATORY JUDGMENT

34. Hopedale incorporates by reference the allegations in paragraphs 1 through 33 as if fully set forth herein.

35. An actual controversy exists between the Town of Hopedale and the Trust and GURR over the statutory first refusal option contained M.G.L. c. 61, § 8.

36. The Town of Hopedale seeks a binding declaration that the Notice of Intent complied with the provisions of M.G.L. c. 61, § 8; that the offer contained in the P&S Agreement was a bona fide offer to purchase the Chapter 61 Land; that its first refusal option vested on July 10, 2020, the day following the latest date of deposit in the United States mail of the Notice of Intent; and that, as a result, the Town of Hopedale now holds an irrevocable option to purchase the Chapter 61 Land for the statutory time period.

37. The Town of Hopedale seeks a further binding declaration that, pursuant to Section 9 of Chapter 53 of the Acts of 2020, the time period within which it is required to act to exercise its option to purchase is suspended for the duration of, and for a period of 90 days after

the termination of, the governor's March 10, 2020, declaration of a state of emergency; and that the statutory 120-day time period within which the Town of Hopedale may act to exercise its option to purchase will not begin to run until that suspension is lifted.

38. The Town of Hopedale seeks a further binding declaration that the Trust and GURR are prohibited from taking any action or conducting any activities on or concerning the Chapter 61 Land which would result in any alienation of the Chapter 61 Land or any conversion of its current use as forest land until such time as the Town of Hopedale no longer holds the option to purchase.

COUNT II
TEMPORARY RESTRAINING ORDER/PRELMINARY INJUNCTIVE RELIEF

39. Hopedale incorporates by reference the allegations in paragraphs 1 through 38 as if fully set forth herein.

40. M.G.L. c. 61, § 8, provides Hopedale with a first refusal option to meet any offer to purchase land protected under Chapter 61. Hopedale has a 120-day period to exercise this option, subject to any suspension of this time period pursuant to Section 9 of Chapter 53 of the Acts of 2020.

41. Hopedale is likely to prevail on the merits of its claim to have an irrevocable option to purchase the Chapter 61 Land, such that Hopedale can meet the offer contained in the P&S Agreement and purchase the Chapter 61 Land within the statutory time period.

42. If an injunction is denied and the Trust and/or GURR are able to impair the quality of the Chapter 61 Land by conducting site work, Hopedale will suffer irreparable harm by the loss of valuable land for conservation, recreational, and water supply protection purposes. Given the unique nature of land, Hopedale's harm is not likely to be remedied by money damages.

43. In light of Hopedale's likelihood of success on the merits, the risk of irreparable harm to Hopedale far outweighs any potential harm to the Trust and/or GURR if an injunction is not issue, since the defendants have already acquired controlling interests in all the land that was the subject of the P&S Agreement, and will merely have to wait to perform site activities on the Chapter 61 Land until such time as the Town of Hopedale no longer holds the option to purchase.

REQUESTS FOR RELIEF

WHEREFORE, based on the foregoing, Hopedale respectfully requests that the Court enter the following relief:

1. Enter a temporary restraining order and/or a preliminary injunction preventing the Trust and/or GURR and each of their agents and representatives from alienating or converting the use of the Chapter 61 Land at any time before the expiration of the statutory first refusal option period set forth in M.G.L. c. 61, § 8, and as extended by Section 9 of Chapter 53 of the Acts of 2020;

2. Enter a judgment declaring that the Notice of Intent complied with M.G.L. c. 61, § 8; that the offer contained in the P&S Agreement was a bona fide offer to purchase the Chapter 61 Land; that the Town of Hopedale's first refusal option vested on July 10, 2020; that, as a result, the Town of Hopedale now holds an irrevocable option to purchase the Chapter 61 Land for the statutory time period; that, pursuant to Section 9 of Chapter 53 of the Acts of 2020, the time period within which it is required to act to exercise its option to purchase is suspended for the duration of, and for a period of 90 days after the termination of, the governor's March 10, 2020, declaration of a state of emergency; and that the statutory 120-day time period within which the Town of Hopedale may act to exercise its option to purchase will not begin to run until

that suspension is lifted; and that the Trust and GURR are prohibited from taking any action or conducting any activities on or concerning the Chapter 61 Land which would result in any alienation of the Chapter 61 Land or any conversion of its current use as forest land until such time as the Town of Hopedale no longer holds the option to purchase;

3. Approve Hopedale's memorandum of *lis pendens*; and

4. Enter such other relief as the Court deems just and proper.

Respectfully submitted,

TOWN OF HOPEDALE

By its attorneys,

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Dated: October 28, 2020

VERIFICATION

I, Brian Keyes, Chair of the Town of Hopedale Board of Selectmen, have read the above Verified Complaint and now state, under penalties of perjury, that the facts stated therein are true to the best of my personal knowledge and that no material facts have been omitted.

Brian Keyes, Chair
Hopedale Board of Selectmen

Dated: 10/26/2020

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT
C.A. NO. 2185CV00238D

ELIZABETH REILLY, CAROL J. HALL, DONALD HALL, HILLARY SMITH, DAVID SMITH, MEGAN FLEMING, STEPHANIE A. MCCALLUM, JASON A. BEARD, AMY BEARD, SHANNON W. FLEMMING, and JANICE DOYLE,

Plaintiffs,

v.

TOWN OF HOPEDALE, LOUIS J. ARCUDI, III, BRIAN R. KEYES, GRAFTON & UPTON RAILROAD COMPANY, JON DELLI PRISCOLI, MICHALE MILANOSKI, and ONE HUNDRED FORTY REALTY TRUST,

Defendants.

DEFENDANTS TOWN OF HOPEDALE AND HOPEDALE BOARD OF SELECTMEN'S REQUEST FOR HEARING

The defendants Town of Hopedale and Louis J. Arcudi, III and Brian R. Keyes, named in their capacity as members of the elected Hopedale Board of Selectmen (hereinafter "Town" or "Board"), hereby submit their Request for Hearing on their Motion for Clarification of the Court's November 10, 2021 Memorandum of Decision and Order on Cross-Motions for Judgment on the Pleadings (hereinafter "Judgment") for the reasons set forth in the accompanying Memorandum.

Defendants,
TOWN OF HOPEDALE, LOUIS J. ARCUDI AND BRIAN R. KEYES,

By their attorney,

Brian W. Riley (BBO# 555385)
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(617) 556-0007
briley@k-plaw.com

Dated: November 22, 2021
789143/HOPD/0145

CERTIFICATE OF SERVICE

I, Brian W. Riley, hereby certify that on the below date, I served a copy of the foregoing Motion of Defendants Town of Hopedale and Hopedale Board of Selectmen for Clarification/Amendment of Judgment, Memorandum in Support of said Motion, and Request for Hearing, by first class mail and electronic mail, to the following counsel of record:

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Brian W. Riley

Dated: November 22, 2021

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss. SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

ELIZABETH REILLY, CAROL J. HALL, DONALD HALL, HILARY SMITH, DAVID SMITH, MEGAN FLEMING, STEPHANIE A. MCCALLUM, JASON A. BEARD, AMY BEARD, SHANNON W. FLEMING, and JANICE DOYLE, Plaintiffs, v. TOWN OF HOPEDALE, LOUIS J. ARCUDI, III, BRIAN R. KEYES, GRAFTON & UPTON RAILROAD COMPANY, JON DELLI PRISCOLI, MICHAEL MILANOSKI, and ONE HUNDRED FORTY REALTY TRUST, Defendants.	Civil Action No. 2185CV0238

PLAINTIFFS' OPPOSITION TO BOARD'S MOTION FOR CLARIFICATION OF JUDGMENT

The Court's Order is clear. Because the Board was and remains unauthorized to agree to the key material term in the Settlement Agreement, the Agreement is void *ab initio*. All of the Agreement's terms are void, including the Board's purported waiver of the Town's c. 61 Option rights. Those rights remain in full despite the Railroad Defendants' attempts to skirt c. 61, steal away the Town's Forestland and destroy it. This Court astutely saw through the Railroad Defendants' malfeasances and appropriately gave the Board the opportunity and time to fulfill its duties to the Town. Unfortunately, this Motion is yet another example of the impotence of this

Board (or further evidence that it remains beholden to the Railroad) and further justifies the Citizen Plaintiffs' action.

It is not the Court's job to hold the Board's hand and walk them through how to complete what it and the citizens of the Town started. The citizens of Hopedale have resoundingly insisted and recently reaffirmed what the Board must do – enforce the Option and acquire all of the Forestland from the Trust.

The Town unanimously provided the Board the authority at the Special Town Meeting, c. 61 provides the Board with the process and this Court provided the Board the time to act. The Motion should be denied for the reasons set forth below, but ultimately because this Court's Order is clear.

Plaintiffs respectfully request that the Court deny the Town's Motion and extend the Injunction against the Railroad Defendants from any work in the Forestland for an additional 60 days following entry of the Court's order on the Town's Motion.

1. No Clarification of the Court's Order is Needed

The Court's Order is clear, written advisedly and there is no ambiguity. The Court notes early in the Order that "it is undisputed that the Town attempted to carry out the steps necessary to exercise its Option with respect to the 130.18 acres of forest land pursuant to Chapter 61." Order at 5. The Court took a closer look than the Land Court did when it denied the Town's Motion for preliminary injunction, setting the stage for the void Settlement Agreement. In this Court's Order at n. 6, the Court found that there was no uncertainty with respect to the c. 61 Forestland at issue, neither as to area nor as to cost. The Court also explains that the "option referenced in Article 3 can only be exercised according to the terms of the triggering purchase and sale agreement between the Trust and G&U" and "the Town may not materially alter those

terms by exercising the Option only as to part of the land." Order at 8. To make the point abundantly clear, the Court held "[o]nce the Board elected exercise the Option and obtained a precisely worded authorization to acquire specific land pursuant to specific rights, it was bound by the terms of that authorization." The Board is so bound, and the Board has a duty to act. [1] The Court then, twice, recognized that the Board has the authority to move forward with the exercise of the Option. The Court advised that the Board could "determine whether to seek Town Meeting approval for the Settlement Agreement, renew its attempts to enforce the Option, or to do neither." Order at 10 (emphasis added). Later, the Court went further and enjoined the Railroad from any land clearing activity or work in the Forestland for 60 days to give the Board the time to decide and to act. The injunction would not be necessary or make any sense if enforcement of the Option in full was not available. In entering the injunction, the Court hit the Board over the head with the reason for the injunction: "to allow the Town to decide whether to seek the Town Meeting authorization necessary to validate the Settlement Agreement or to take the necessary steps to proceed with its initial decision to exercise the Option for the entire Property." Id. at 12 (emphasis added). The Court could not be clearer, and the Court should not be asked by the Board to teach it how to bake bread. The Board has two experienced attorneys from two reputable law firms who should know how to read, interpret and act on the clear Order of the Court.

The Court's Order is appropriate. The unauthorized agreement is void and unenforceable, in its entirety. Town of Brimfield v. Caron, 2010 WL 94280, *10-11 (Mass. Land Ct. Jan. 12, 2010) (Town's right of first refusal pursuant to G.L. c. 61, §8 not yet ripe due to failure to strictly

[1] The Board's lack of backbone is exactly what caused the Citizen Plaintiffs to bring this action and include the request for mandamus to force the Board to finalize its obligations to the citizens of Hopedale and preserve the Forestland from wholesale industrial destruction by a notorious bad actor.

comply with notice requirements, all subsequent acts were "a nullity"); *after trial*, 2015 WL 5008125 (2015) (ruling that Town had right to purchase forest lot for $186,500); Daly v. McCarthy, 2003 WL 25332929 (Mass. Land Ct. Aug. 04, 2003) (in ten taxpayer suit, court invalidates purported release of agricultural preservation restriction ("APR") in a settlement agreement entered into by board of selectmen without town meeting approval), *affirmed*, Daly v. McCarthy, 63 Mass. App. Ct. 1103 (2005); Bowers v. Board of Appeals of Marshfield, 16 Mass. App. Ct. 29, 32 (1983), (reversing an agreement for judgment entered by the selectmen that included agreeing to encumber six lots owned by the Town because "[t]he power to alienate and dispose of real estate lies with the inhabitants of the town acting at town meeting", citing c. 40, § 3). The unauthorized payment was the only provision of the Settlement Agreement requiring the Town to pay any funds or take actions. Without it, nothing remains. As the Court noted in the Order, the sum and substance of the Settlement Agreement is that the Railroad Defendants agreed to sell 40 acres of the Forestland and all of the wetlands for $587,500; the Railroad Defendants would donate a separate parcel, subject to Town Meeting approval and "[i]n return the Town agreed to waive its Option with respect to the remaining 90 acres of forest land." Order at 4 (emphasis added). Because the key consideration was unauthorized under c. 61, § 8 or c. 40, § 14, the Agreement is void.

Accordingly, the Town certainly can enforce the rights purportedly waived under the Settlement Agreement. The necessary consequence of the lack of authority to execute the unauthorized Settlement Agreement is that it is void, a nullity, does not exist. That is why Judgment on the Pleadings on Count I was entered and that is exactly the relief requested by Plaintiffs. The necessary consequence of being back at square one is that the Board now has the

choice, again, to seek approval to give away two-thirds of the Forestland to the Railroad or to seek to enforce the Town's Option.

The Railroad Defendants as "party who enters into a contract with a public entity without ensuring that proper authority exists for that contract does so at its own risk." Colantonio, Inc. v. Fitchburg Hous. Auth., 2008 WL 3311892, at *2 (Mass. Super. July 23, 2008) (denying summary judgment to contractor seeking recovery from housing authority that was not authorized to expend the funds under the contract) *quoting*, Potter & McArthur, Inc. v. Boston, 15 Mass.App.Ct. 454, 459 (1983). The Railroad Defendants cannot now enforce the unauthorized Settlement Agreement. Any "reading" of the Decision as saying there is nothing illegal or invalid about the Settlement Agreement is wishful thinking.[2] It is certainly illegal in the sense that c. 40, §14 has not been complied with for acquisition of municipal property. Plaintiffs assert it is similarly illegal for transfer of municipal property rights – an exercised and recorded option in real property – without Town Meeting approval under G.L. c. 40, §3 and in violation of the anti-assignment provisions of G.L. c. 61 § 8. See Memorandum in Support of Plaintiffs' Motion for Judgment on the Pleadings at 14-16; Plaintiffs' Memorandum in Opposition to the Board's Motion for Judgment on the Pleadings at 7-9. In any event, without Town Meeting approval, the Court's decision made clear the Settlement Agreement is indeed unenforceable.

[2] The Railroad Defendants have indicated that they intend to submit a response or opposition to the Town's Motion to Clarify. The Court should reject, disregard and strike any submission from the Railroad Defendants. The Railroad Defendants were not a named party to Count I, the only claim for which the Town seeks clarification, and the Railroad Defendants lack standing to be heard on the Town's Motion. Daigle v. Daigle, 85 Mass. App. Ct. 1105 (2014).

2. The Board Seeks "Clarification" Because it is Paralyzed.

The real reason the Board seeks clarification, at the last possible day of Rule 59's ten-day deadline, is that it is frozen. As referenced by the Board in its Memorandum in Support of its Motion (at 6), the people of Hopedale made clear immediately following the Order by campaign, including a petition signed by over 500 residents, that they want Board to proceed to enforce the Option. See Petition, Signatures and Public Comments, attached hereto as **Exhibit 1**; November 19, 2021 Milford Daily News Article, *Judge Rules Hopedale Select Board Has Final Say in Protecting Forestland*, attached as **Exhibit 2**. The Board must finish what it started.

Despite the Court's clear 60-day Order, the Board has not scheduled a Town Meeting because it knows that approval of the ill-conceived Settlement Agreement, which would require a 2/3 vote, would surely be defeated. Undersigned counsel and counsel for Railroad have submitted their respective views on the choice now before the Board, with undersigned counsel strongly urging that the Board pursue enforcement of the Option, as an option clearly stated by this Court. See November 12, 2021 Lurie Letter , attached as **Exhibit 3**; November 15, 2021 Keavany Letter, attached as **Exhibit 4**.[3]

The Board is using this Motion as way to avoid responding to the citizen petition and comments and to refuse to allow public discussion in an open Board meeting. See November 22, 2021 Board of Selectmen video, beginning at timestamps 1:27:18 and 1:37:08 https://townhallstreams.com/stream.php?location_id=56&id=41404, where Board Chair Brian Keyes claimed that he was not trying to shut down the issue by blocking public discussion, but

[3] The Railroad Defendants' repeated assertions that that the Settlement Agreement remains fully enforceable and that the Town's c. 61 rights remain unenforceable due to the waiver in the Settlement Agreement and dismissal of the Land Court action based on that Settlement Agreement are simply wrong in light of the Court's decision. Ex. 4 at 2. Those claims are at odds with the Court's decision. If the Town intends to comply with the decision rather than appeal it, then plainly the c. 61 rights have not been validly waived and enforcement of the Option remains available to the Town.

plainly he is. Contrast this with Chair Keyes' penchant for using his position for bombastic soliloquy regarding this litigation. See October 25, 2021 Board of Selectmen meeting beginning at timestamp 46:05, https://townhallstreams.com/stream.php?location_id=56&id=40754.

Though the Board's spine needs stiffening, that is not the Court's job. However, if the Court is inclined allow the Motion, "clarification" that enforcement of the Option is indeed available to the Town – that the Court meant what it said – may help the Board understand that such option is not only available but is indeed viable on the facts of this case. Moreover, it may help the Board realize, again, that it need not be coerced by the Railroad Defendants' bluster that it would be violating the non-existent Settlement Agreement if it continues its initial efforts to enforce the Option.

3. The Motion should be denied in any event as served without consultation required under Rule 9C.

The Motion should be denied because the Board failed to consult as required under Sup. Ct. R. 9C. As the Board is aware, time is of the essence as the Court's 60-day injunction ticks by. On the tenth day following the Court's Decision, the Board served its Motion, without having previously consulted with Plaintiffs' counsel or even mentioning the possibility of such a motion. Following the entry of the Court's Order, counsel for Plaintiffs reached out to counsel for the Board to discuss the clear implications of the Order immediately on November 10, by leaving voicemails on his office and cell phones and two days later by the aforementioned letter attached as Ex. 3. Despite this, counsel for the Board never responded or reached out to confer about this Motion, which may have narrowed the issue considerably given that the Court's Order is not ambiguous or inconsistent to undersigned counsel.

CONCLUSION

For the reasons stated above, Plaintiffs respectfully request that this Court deny the Town's Motion for Clarification and, in any event, continue the injunction for 60 days from the entry of an order on the Motion.

ELIZABETH REILLY, CAROL J. HALL, HILARY SMITH, DAVID SMITH, DONALD HALL, MEGAN FLEMING, STEPHANIE A. MCCALLUM, JASON A. BEARD, AMY BEARD, SHANNON W. FLEMING, and JANICE DOYLE

By their attorneys,

/s/ David E. Lurie

David E. Lurie, BBO# 542030
Harley C. Racer, BBO# 688425
Lurie Friedman LLP
One McKinley Square
Boston, MA 02109
Tel: 617-367-1970
Fax: 617-367-1971
dlurie@luriefriedman.com
hracer@luriefriedman.com

November 24, 2021

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the above document was served upon the attorney of record for each other party by email on November 24, 2021.

/s/ Harley C. Racer
Harley C. Racer

Exhibit 1

PETITION TO THE BOARD OF SELECTMEN, TOWN OF HOPEDALE

We, the undersigned Hopedale Residents, request that the Town of Hopedale continue to move forward to exercise its right to purchase the 130 acres, more or less, and to acquire the 25 acres of wetlands, more or less, located at 364 West St in Hopedale, MA as directed by the Special Town Meeting in October of 2020 and as provided by the Superior Court in its order issued November 10, 2021. Such action is sought to secure a designation for this area which will enable a protective classification of this vital forestland, wetlands, watershed, and critical habitat area.

NAME	ADDRESS	EMAIL	DATE
Wilma Manning	87 Hopedale St.	—	11/15/21
Gloria Lewis	87 Dutcher St		11/15/21
Mary Ann Carter	17 Hope St.		11/15/21
Shirley Greano	13 Daniels St		11/15/21
Pen [illegible]	3 CUTLER ST.		11/15/21
Ernest J Volpe	60 Hopedale St #1		11/15/21
Catherine Moffin	34 Mellen St		11-15-21
[illegible]	10 Mendon St		11-15-21
Susan Hurley	115, Laurelwood Dr		11-15-21
Sally Deceles	74 Bancroft Pk		11-15-21
Mary Ann Cataldo	310 S. Main St		11-15-21
Tony Cedrone	310 S. Main St		11-15-21
Ann Ruscetta	217 Laurelwood Dr.		11-15-21
Muriel Mitchell	1114 Hopedale St		11-15-21

(2)

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NAME	ADDRESS	EMAIL	DATE
Mary P. Boudreau	28 Laurelwood Dr.		11-15-2021
Ann England	25 Driftway St.		11-15-21
[illegible] Kelly	9 Heron Ln.		11-15-21
Susan Concatori	8 Tammie Rd		11/15/21
Cheryl Hanley	33 Hammond Rd		11/15/21
Catherine Gosselin	34 Prospect		11/16/21
Joyce Beard	61 Rockaway Pk		11/16/21
Joyce Dorman	136 Laurelwood Dr		11/16/21
Susan Seymour	42 Bancroft Pk.		11/16/21
Carol Hall	64 Westcott Rd		11/16/21
Yvonne [illegible]	16 Prospect St.		11/16/21
Marianne Watson	130 Mill St. Hopedale		11/16/21
Thomas R. D'Orso	10 Westcott Rd Hopedale		11/16/21
Lisa Dubois	94 Dutcher St Hopedale		11/16/21

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NAME	ADDRESS	EMAIL	DATE
Carla MacQuarrie	68 Greene St		11.16.2021
F. Donnelly	7 Crockett Cir.		11/16/21
Dan Bivins	37 Dutcher St. #6		11/16/21
Mary A Watson	12 Nelson St	twatsonb14@comcast.net	11/17/21
Tom Watson	12 Nelson St		11/17/21
Lorraine Vitali	100 Plain St		11/17/21
Peter & Ellen	142 Freedom St		11/17/21
Linda Norton	69 Mill St		11/17/21
Rita Gallagher	19 Nelson St		11/17/21
Elisabeth Hellmuth	105 Jones Rd		11/17/21
Elizabeth Turner	9 Moore Rd		11/17/21
Jeffrey Turner	9 Moore Rd		" "
Evan Kerner	"	"	" "
Janice McCausland	89 Mill St Hopedale		11-17-21

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NAME	ADDRESS	EMAIL	DATE
Jean Capello	104 Hopedale St #25		11/15/21
Alexander E. Baker	104 Hopedale St. #29		11-15-21
Jacqueline Hutchings	98 Hopedale St Apt 3		11-15-21
Lu Ann Drouin	104 Hopedale St		11-16-21
Suzanne Edwards	104 Hopedale St Apt 31	suzzed22@yahoo.com	11-16-21
Linda Mantai	98 Hopedale St Apt 8		11-16-21
Nancy Graham	104 Hopedale St Hopedale MA		11-17-21
Nancy Rondeau	98 Hopedale St Hopedale Ma		
Karin Shepard	98 Hopedale St. Apt 7		11-17-21
Claire David	98 Hopedale street apt #6		11/17/21
Mandy Takla	98 Hopedale street apt #6		11/17/21
Janet Hourihan	110 Hopedale St #30		11/17/21
Sylvia Roche	110 Hopedale St #31		11/17/21
Wayne Larson	98 Hopedale St.		11/17/21

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NAME	ADDRESS	EMAIL	DATE
Erin Iacovelli	9 Taft Circle Hopedale	deiacovelli@comcast.net	
David Iacovelli	9 Taft Cir Hopedale	IACOVELLIDAVE@yahoo.com	
Michele Crando	8 Heron Lane	micheleterando@yahoo.com	
Steve Goldstein	4 Liberty Cir Hopedale	goldstein.steve@gmail.com	
James Foley	8 Bens Way	jimvfoleyii@comcast.net	
Kathryn Foley	8 Bens Way	KDHF@comcast.net	
Russell Bogartz	8 Hope St.	russell.bogartz@gmail.com	
Bonnie Gaus	8 Gannett Way	bonnie_muir@yahoo.com	
Brian Terando	8 Heron Ln	gsh_dad@yahoo.com	

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NAME	ADDRESS	EMAIL	DATE
Donna McKee	112 Hopedale St. Apt. 19	—	Nov. 19, 2021
Wanda Sorlsky	112 Hopedale St. Apt 20		Nov 19, 2021
[illegible]	138 Freedom St.		Nov. 19, 2021
Pauline Wright	138 Freedom St		Nov 19 2021

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NAME	ADDRESS	EMAIL	DATE
Sophie Smith	32 Hammond Rd	sosmith@comcast.net	NOV 18
David Smith	32 Hammond Rd	dsmith32g50@comcast.net	NOV 18
Adele M Stock	3 Cutler St.	adelestock@gmail.com	11/18/21
Barbara Fuerstein	76 Jones Rd.	Babzeeann@gmail.com	11/18/21
Valerie A Sydeman	4 Home Park Dr	vbside@hotmail.com	11/18/21
William J Slater	4 Home Park Dr	brside48@gmail	11/18/21
Catherine E			

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NAME	ADDRESS	EMAIL	DATE
Marian Mostary	57 Laurelwood Dr.		11/17/21
Roberta Spivack	98 Laurelwood DR.		11/17/21
Constance Potter	17 Driftway st		11/17/21
[illegible]	65 Laurelwood DR		11/17/21
[illegible]	" " "		11/17/21
[illegible]	67 Laurelwood Dr		11/17/2021
DIXIE BRACK	85 LAURELWOOD Dr	dixbra@comcast.net	11/17/21
Jim Fisher	84 Laurelwood DR.		11/17/21
Robert [illegible]	94 Laurelwood Dr.		11/17/21
Susan Luciani	99 Laurelwood Dr		11/17/21
Nancy Attoratta	100 Hopedale St	APT 13	11/18/2021
Sara Attoratta	100 Hopedale st APT 13		11/18/2021
Ronica Talarico	100 Hopedale St. APT 15		11/18/21

Timestamp	e-Signature (first and la	Street Address	Email Address	Today's Date	Comments to Select Board:
11/12/2021 18:05:45	Elizabeth Reilly	68 Dutcher Street, Hoped	liz_shop@comcast.net	11/12/2021	
11/12/2021 19:13:41	Carole Mullen	11 Moore Rd.	mullencarole@verizon.net	11/12/2021	
11/13/2021 10:07:03	Renee DeWolf	14 Ballou Rd	dewolfreneemark@gmail	11/13/2021	
11/13/2021 10:07:34	Karen M Devine	57 Westcott Road	karendevine@gmail.com	11/13/2021	
11/13/2021 10:08:05	Deirdre Riley Thomson	49 Westcott Road, Hoped	deirdrethomson3@gmail.	11/13/2021	
11/13/2021 10:08:20	James Donohoe	49 Progress St.	jim.donohoe@gmail.com	11/13/2021	
11/13/2021 10:10:21	Carla McCall	31 Westcott Rd	Cmccall@aafcpa.com	11/13/0021	Exercise our ROFR as the residents have voted
11/13/2021 10:10:48	Adriane Reed	10 Forest Path	adriane100@gmail.com	11/13/2021	We have veen given another chance to acquire the land. Please do this for the future of Hopedale and its citizens. So grateful for it! Thank you!
11/13/2021 10:16:22	Greg Komara	10 Prospect Street	Komags67@gmail.com	11/13/2021	Get it right this time, please.
11/13/2021 10:16:23	Barbara Elfland	95 Greene Street	abcelf@comcast.net	11/13/2021	
11/13/2021 10:16:59	Nathan Martin	9 Westcott rd	Nathan01747@yahoo.cor	11/13/2021	Buy this land!!!!
11/13/2021 10:17:48	Ann Fahey	137 Dutcher Street Hopec	Afm@faheyfamily.com	11/13/2021	
11/13/2021 10:18:28	Michelle Smith	366 West Street	366msmith@gmail.com	11/13/2021	Please honor the will of the town as expressed in the unanimous vote at Town Meeting
11/13/2021 10:19:56	Celene Howard	15 Hammond Rd, Hopeda	celenehoward@gmail.cor	11/13/2021	Hopedale should complete the process to exercise our right to acquire Hopedale's watershed, our future depends upon it.
11/13/2021 10:21:06	Elizabeth Small	3 Haven Way	Lsmall7@comcast.net	11/13/2021	
11/13/2021 10:21:25	Melissa Mercon Smith	366 West Street, Hopeda	melissamerconsmith@gm	11/13/2021	Please do the right thing. The residents have spoken.
11/13/2021 10:22:01	Linda Cameron	32 Mellen Street	Lcameron3@comcast.net	11/13/2022	Protecting the wetlands is vitally important in the fight to save our environment. Please uphold the wishes of the town as evidenced by the vote taken October 2020.
11/13/2021 10:22:27	Shannon OBrien	10 Bancroft Park	sobrien1010@gmail.com	11/13/2021	
11/13/2021 10:23:39	Jennifer Newman	24 Adin Street	icnewman68@yahoo.com	11/13/2021	As a town we have made our wishes clear. I would ask that you please act upon those wishes and take advantage of the beneficial RoFR. Thank you.
11/13/2021 10:24:54	Eric Newman	24 Adin Street	ejn52cpa@gmail.com	11/13/2021	The Right of First Refusal is an opportunity the town voted for. Please proceed accordingly.
11/13/2021 10:25:59	Johanna Fitzgerald	117 /119 Dutcher st	jpfitz963@yahoo.com	11/12/2021	Please purchase land
11/13/2021 10:27:03	Marylee Floyd	118 Adin Street, Hopedal	lcfloyd@verizon.net	11/13/2021	This is a must do, not a want to do.
11/13/2021 10:28:24	McKenzie Fahey	137 Dutcher St	mmf@faheyfamily.com	11/13/2021	
11/13/2021 10:28:36	Donna Jansky	12 Oak View Lane	djansky@comcast.net	11/13/2021	
11/13/2021 10:32:52	Sara Pellegrini	35 Larkin Ln Hopedale M	Advancedenergys@aol.c	11/13/2021	
11/13/2021 10:34:42	Shawn Ashby	61 Westcott Road, Hoped	spa747@gmail.com	11/13/2021	
11/13/2021 10:35:28	Margaret Carrigan	1 Crockett Circle, Hopeda	mcarrig2@comcast.net	11/13/2021	
11/13/2021 10:36:05	Heidi Finnegan	10 Spruce Circle	finneganh1984@gmail.co	11/13/2021	Acquiring this land is in the best interest of our community and the environment. Please do the right thing.
11/13/2021 10:36:28	William Carrigan	1 Crockett Circle, Hopeda	mcarrig2@comcast.net	11/13/2021	
11/13/2021 10:36:55	Adam Fumia	27 Cemetery St	Afumia@gmail.com	11/13/2021	Please follow the clear directives of the citizens of the town you represent. Thank you for your service to the town.
11/13/2021 10:37:44	Jamie Deppe	12 Gannett Way	jdeppe32@gmail.com	11/13/2021	Please exercise our Right of First Refusal of the 130 acres of Forestland and aquire this land as soon as possible!!!!!!
11/13/2021 10:37:48	Laurie Reynolds	209 Dutcher Street Hopec	mrlrtr@comcast.net	11/14/2021	
11/13/2021 10:38:07	Karen Wyspianski	9 Spruce circle	Karen@kw-cpa.com	11/13/2021	
11/13/2021 10:39:21	Phyllis Foley	17 Bancroft Park, Hopeda	pjfoley123@gmail.com	11/13/2021	Please honor the vote of the people
11/13/2021 10:40:30	Jessica Raddi	14 Hope St	Jessica.raddi@gmail.com	11/13/2021	Do the right thing by the citizens and purchase the land.
11/13/2021 10:41:04	Stephanie McCallum	107 Hopedale St	Stephanie_mccallum@ho	11/13/2021	
11/13/2021 10:41:34	Paul and Jennifer Bour	1 Heron Lane	Pbandiathome@gmail.co	11/13/2021	
11/13/2021 10:41:39	Shannon Fleming	56 Mendon St	shannon.fleming@gmail.c	11/13/2021	The people of this town UNANIMOUSLY agreed to this. Do your job and honor the will of the town.
11/13/2021 10:41:49	Grant Deppe	12 Gannett Way	Jdeppe32@hotmail.com	11/13/2021	
11/13/2021 10:42:33	Leeann DiPietropolo	90 Dutcher St	Dipietropolo@comcast.ne	11/12/2021	Please do the right thing.
11/13/2021 10:43:30	Gary Raddi	14 Hope St.	Gr.raddi@gmail.com	11/13/2021	
11/13/2021 10:48:22	Christopher Carron	90 Dutcher St	C.carron79@gmail.com	11/13/2021	
11/13/2021 10:49:45	Madhu Kaushik	32 Larkin lane Hopedale I	madhu_kaushik2@yahoo	11/13/2021	
11/13/2021 10:50:09	Mika Tapanainen	14 Rockridge road	Mikatapanainen@comcas	11/13/2021	Please, proceed to purchase the whole watershed property
11/13/2021 10:51:22	Lorraine A Olson	274 South Main Street	loro5171@gmail.com	11/13/2021	Please…Hopedale I has lost so much green space with an over abundance of development, adding to our tax burden with needed increased costs for schools, fire and safety, police, highway, etc. Don't allow our one remaining natural asset to be lost! The pond is polluted and unsafe for swimming, and fish caught there are inedible! The charm that we remember is rapidly disappearing.
11/13/2021 10:51:53	Yolanda Tapanainen	14Rockridge Road	Michelletapanainen@com	11/13/2021	Proceed to purchase the whole water shead property.
11/13/2021 10:54:09	Megan Smith	1 Gannett Way	msbsmith01@gmail.com	11/13/2001	
11/13/2021 10:54:58	Jessenia Sanchez	18 Ballou Road	Jessenia.Sanchez007@g	11/13/2021	I agree!!!
11/13/2021 10:55:08	keith smith	1 Gannett Way	keith.smith@cop-inc.com	11/13/2021	
11/13/2021 10:59:41	Suzanne Singson	18 Driftway St	susing65@gmail.com	11/13/2021	Please help protect this land, the watershed, and the people of Hopedale
11/13/2021 11:03:08	Alison Dressler	7 Pierce Street	alisonadressler@gmail.co	11/13/2021	
11/13/2021 11:03:23	Gerald Singson	18 Driftway St	Gerry.singson@gmail.com	11/13/2021	
11/13/2021 11:03:26	Debra A Hodgens	35 Adin Street	Debhodgens@gmail.com	11/13/2021	This is your chance to do the right thing. Your job is to represent the will of the people, not your own personal interests. The town's attorneys have misadvised and it is time to put ego aside and do your job. What will be your legacy?
11/13/2021 11:08:44	Maureen Hodgens	35 Adin Street Hopedale	maureenhodgens@gmail	11/13/2021	
11/13/2021 11:09:02	Tara Taglianetti-Cham	13 Hopedale St Hopedale	arat2662@comcast.net	11/13/2021	Please exercise our Right of First Refusal and purchase all of the land, the court has given you a second chance.
11/13/2021 11:09:12	Francis Hodgens	35 Adin St	franhodgens@live.com	11/13/2021	
11/13/2021 11:10:57	Christopher P. Hodgen	35 Adin Street	cphodgens@gmail.com	11/13/2021	The Superior Court has spoken. This misadventure is now over. No more handwringing. No more legal opinions.The Town must acquire this land with all deliberate speed. Failure to act will will not only result in judgment at the ballot box, but will sully the reputations of all involved. The time has come to do what the voters demand, not what the railroad wants.
11/13/2021 11:13:06	Christopher P. Hodgen	35 Adin Street	snegdoh7@gmail.com	11/13/2021	
11/13/2021 11:18:09	Leslie E Morris	15 Gannett Way	Nuttypatsfan@comcast.ne	11/13/2021	
11/13/2021 11:21:25	Jayme Solomon-Zissu	6 Larkin Ln	jaymes-z@verizon.net	11/13/2021	This needs to be completed as it was a unanimous vote. The railroad is a terrible partner for the town. We need to protect our water rights, parklands, and community. Most importantly. The settlement costs the town money and we get unusable land and first refusal costs us nothing.
11/13/2021 11:23:21	William Diorio	15 Haven Way Hopedale	Williamdiorio@gmail.com	11/13/2021	Do the right thing and buy the entire property
11/13/2021 11:28:59	Theresa Ehrlich	5 Gannett Way	Tehrlich8808@gmail.com	11/12/2021	
11/13/2021 11:30:33	Matthew Ruwe	24 mendon street	Mattruwe101@gmail.com	11/13/2021	Please execute the will of the people as your elected to do
11/13/2021 11:30:57	Paul Poisson	3 Moore Rd	paul.poisson@gmail.com	11/13/2021	I emplore you to buy this land. Please vote with your constituents not against please. No one in town wants this RR to bully us around. As they did by parking graffiti trains in the rail road trestle by the church in recent times. Remember the small things they did. That was a blight on the town and I hope you noticed that.
11/13/2021 11:31:12	Michele LaReau-Alves	164 Hopedale Street Hop	Tonyandmichele@comcas	11/13/2021	
11/13/2021 11:32:39	Rebecca Chan	37 Larkin Ln Hopedale	rwchan19@gmail.com	11/13/2021	Please exercise our RofFR and protect our resources.
11/13/2021 11:43:27	Beth Ruwe	24 Mendon St	mbruwe@yahoo.com	11/13/2021	Please move forward with completing the right of first refusal and preserve this land for the town.
11/13/2021 11:52:49	John D. Hall	13 Haven Way	Jehall4@verizon.net	11/13/2021	
11/13/2021 11:56:26	Michelle Leonard	65 Freedom St Hopedale	Micleonard32@gmail.con	11/13/2021	Right of Refusal
11/13/2021 11:56:54	Thomas Garofano	179 Freedom St	hopedale@garofano.com	11/13/2021	Please exercise our right to acquire Hopedale's watershed
11/13/2021 11:58:25	Ovila Dionne	134 Dutcher Street	sdionne1@comcast.net	11/13/2021	
11/13/2021 11:59:40	Elizabeth Savage	42 Adin Street	Elizabethcsavage@gmail	11/13/2021	
11/13/2021 12:00:53	Catherine Hodgens	35 Adin Street	hodgenscatherine@gmail	11/13/2021	Enact the will of the residents.
11/13/2021 12:01:16	David Farrer	208 Dutcher St Hopedale	Djfpaint@gmail.com	11/13/2021	
11/13/2021 12:01:34	Jonathan Zissu	6 Larkin Lane	jzissu0@hotmail.com	11/13/2021	We told you what we wanted the first time. Please don't go against the will of the town a second time...
11/13/2021 12:02:00	Greg Habel	80 Jones rd	Ghabel@verizon.net	11/13/2021	Please proceed with purchasing the land for Hopedale.
11/13/2021 12:03:19	Kristina Buckley	214 West Street	Buckleyki14@comcast.ne	11/13/2021	
11/13/2021 12:10:34	Kira Obrador	8 Larkin Lane	kira_remne@hotmail.com	11/13/2021	Please follow the wishes/vote of the towns people.
11/13/2021 12:15:06	Caroline Floyd	118 Adin Street	Ccwong028@hotmail.com	11/13/2021	
11/13/2021 12:16:59	Carol Hall	64 Westcott Rd.	tiredmom1999@gmail.co	11/13/2021	Please support the right decision and exercise the town's right of first refusal. Protect OUR town!
11/13/2021 12:17:20	Carlos Obrador Garrid	8 Larkin Lane	carlos_obrador@hotmail.	11/13/2021	
11/13/2021 12:24:59	Matthew T Madden	12 Tillotson Road, Hoped	Mmadden0605@gmail.co	11/13/2021	
11/13/2021 12:29:36	Kelly Santoro	14 Union St	kelly.santoro66@gmail.co	11/13/2021	Please do what's best. Thanks
11/13/2021 12:36:13	Cierra Meurant	54 Dutcher Street, Unit 9	meurant.cierra@gmail.cou	11/13/2021	
11/13/2021 12:41:29	Jason Stock	11 Greene St	jaystock@gmail.com	11/13/2021	
11/13/2021 12:43:32	Heather Jacob	35 Inman Street	jacob.heather@gmail.com	11/13/2021	The choice should be clear here, to just do as we all asked at Town Meeting, at no additional cost to the town.
11/13/2021 12:47:01	Carolyn cyr	68 westcott road	carocyr@comcast.net	11/13/2021	
11/13/2021 12:49:18	Matthew Sughrue	68 Westcott road	cacyr@milrrg.org	11/13/2021	
11/13/2021 12:50:14	Denise Linder	5 Overdale Parkway	dlinderg4@gmail.com	11/13/0002	The town unanimously told you what we wanted regarding this land and how we wanted you to represent us. Please represent the will of the people.
11/13/2021 12:58:50	Sheri hobson	27 gannett way	Ghobsoniv@comcast.net	11/13/2021	
11/13/2021 13:01:48	Helene Carlin	79 Jones Rd.	Hcarlin9@gmail.com	11/13/2021	
11/13/2021 13:05:43	Marion Miller	15 Hope Street	1greengirl912@gmail.cor	11/13/2021	Make this right and abide by the votes of the Citizens of Hopedale, MA
11/13/2021 13:18:52	Alan Elfland	95 Greene Street Hopeda	abcelf@comcast.net	11/13/2021	
11/13/2021 13:22:35	Cathy Valentine	12 Soward St	cmv0112@verizon.net	11/12/2021	
11/13/2021 13:33:26	Alysia K Butler	3 Steel Road, Hopedale, I	alysiakbutler@gmail.com	11/13/2021	
11/13/2021 13:46:25	Emily Thompson	31 Hammond rd	Emilys_thompson@yahoo	11/13/2021	
11/13/2021 13:52:13	Lawrence Winroth	35 Tammie Road Hopeda	ltwinroth@verizon.net	11/13/2021	I fully support that the town purchase all of the land as approved at the 2020 town meeting
11/13/2021 13:54:01	Barbara Hagan	60 Jones Rd	BarbaraAHagan@gmail.c	11/13/2021	
11/13/2021 13:56:45	Meredith Elkins	30 Mendon Street	meredithelkins@gmail.c	11/13/0021	Please!!
11/13/2021 14:15:09	Marie Scherer	16 Lake St	Marie.scherer13@gmail.c	11/13/2021	Please purchase and protect this land.
11/13/2021 14:27:41	Nancy Verdolino	22 Anthony Rd.	Nverdolino@hopedalesch	11/13/2021	
11/13/2021 14:38:08	Pauline Jackman	1 Hopedale Street	ppjackman@hotmail.com	11/13/2021	Greenlands project funds should assist with preservation of this area. Great proposal.
11/13/2021 14:40:31	Dan Iacovelli	27 Progress St	dan_iacovelli@yahoo.com	11/13/2021	
11/13/2021 14:43:34	Lisa Wilson	23 Hammond Road, Hope	wilsonlgfamily@gmail.con	11/13/2021	STOP THE RAILROAD! Select Board please act in accordance with the unanimous Town Meeting vote and acquire all of the Forestland. It is the right thing to do.
11/13/2021 14:45:40	Wanda Ashby	61 Westcott Road	wla747@gmail.com	11/13/2021	
11/13/2021 14:46:10	Heather Lee	6 Dana park	Heather7672@hotmail.co	11/13/2021	
11/13/2021 14:51:32	Christopher Ashby	61 westcott road, hopedal	Cja747@gmail.com	11/13/2021	
11/13/2021 14:58:46	Carolyn Grider	32 Tammie rd	Mcjoekry@verizon.net	11/13/2021	
11/13/2021 15:28:38	Susan Gaile	28 Tammie Road	sgaile@hinkeldesigngrou	11/13/2021	
11/13/2021 15:36:37	Grant Gosselin	35 Westcott Road	Grantmgosselin@gmail.c	11/13/2021	Please honor the will of the town who already voted in support of this. Your role is to represent the will of the people. Future voters will remember this decision.
11/13/2021 15:46:53	Lisa MacDonald	3 Sandy Hill Road	Lisa@bostonbroadband.c	11/13/2021	
11/13/2021 16:08:41	Scott Savage	42 Adin Street	Scottsavage24@hotmail.	11/13/2021	With the residents already been awarded a win doesn't that give us a better shot to successfully purchase and hold the land. Also if the resident attorneys is willing to cover the legal costs is there a significant risk to the town.
11/13/2021 16:18:20	Jason Beard	37 Freedom st Hopedale	Jabeard3@gmail.com	11/13/2021	Please complete the process the town previously voted for unanimously
11/13/2021 16:30:21	Tracey Philips	82 Hopedale Street	traceyphilips@yahoo.com	11/13/2021	
11/13/2021 16:31:09	Jedidiah Marshall	82 Hopedale Street	Jedidiah_m@yahoo.com	11/13/2021	
11/13/2021 16:32:22	Robin L. Pino	110 Plain Street	robinleepino@gmail.com	11/13/2021	
11/13/2021 16:38:07	Kristen Poisson	3 Moore Road	Kristen.poisson@gmail.c	11/13/2021	
11/13/2021 16:43:22	Monica Cantwell	10 Francis rd	mcantwell58@verizon.ne	11/13/2021	
11/13/2021 16:45:22	Jeanice Kangis	191 Dutcher Street	5083282428		
11/13/2021 16:50:12	Gerald P Gallo	69 Mill Street	j.gallo_cpa@comcast.net	11/13/2021	I am in complete agreement that the Town should preserve its right to purchase the entire parcels of land, as voted on by the residents. Preservation of the watershed and wetlands is vital to the integrity and well being of this very important natural resource. If we squander this opportunity, it will only be the beginning of continuous ongoing head-butting and legal actions to hold the railroad to their promises.
11/13/2021 16:51:55	Robert J. Reed Jr.	10 Forest Path	rjreedjr@gmail.com	11/13/2021	
11/13/2021 16:55:28	Patrick Giles	12 Laurelwood Drive, Hor	GPat820400@aol.com	11/13/2021	This purchase is essential to the quality of life in this town. We have a limited supply as is. Questions have been raised in recent months regarding the likelihood of PFAS, the forever chemicals, in our water.. As an individual who suffers feom CKD, I have always been concerned the quality of our municipal water.. I do not drink or cook with town water, and seem to have stabilized my condition. I fear for the health of others. The Board needs to di the right thing, and follow the wishes expressed by Town Meeting. How can we hope to further develop areas of our community without a high quality sufficient water supply. We must protect out water resources!
11/13/2021 16:58:01	Telma Rizzo	8 Whitney Road	telrizzo@gmail.com	11/13/2021	No business with railroad. Please purchase land for town use.
11/13/2021 17:09:53	Frederick G. Oldfield III	30 Freedom Street Hoper	Fgo3rd@aol.com	11/13/2021	
11/13/2021 17:11:44	James M Morin	33 Harmony Trail Hopeda	jmorin33@comcast.net	11/13/2021	
11/13/2021 17:16:51	Megan Stewardson	17 Tammie Road	Megan.stewardson@gma	11/13/2021	Vote to protect our land
11/13/2021 17:23:01	Lori-Anne Cote	90 Greene St.	loricote2@gmail.com	11/13/2021	
11/13/2021 17:24:06	Daniel Mahon	4 Country Club Ln	mahondj@gmail.com	11/13/2021	
11/13/2021 17:27:37	Kelly Alley	3 Gannett Way	macdonka@aol.com	11/13/2021	
11/13/2021 17:33:31	Gail Brown	119 Mill St	adamiefferic@yahoo.com	11/13/2021	
11/13/2021 17:41:50	Evey Caron	120 Freedom St	Elcarroll1@yahoo.com	11/13/2020	
11/13/2021 17:47:46	Ann LaBrode	5 Tillotson Rd Hopwdale	ann.labrode@comcast.ne	11/13/2021	I attended the town meeting where the vote was unanimous and hope the board will act in accordance with the citizen's wishes
11/13/2021 17:49:19	Alan LaBrode	5 Tillotson Road	alabrode@comcast.net	11/13/2021	
11/13/2021 17:49:43	Christine Seaver	141 Dutcher St.	Christine_seaver@gmail.	11/13/2021	
11/13/2021 17:53:42	Carol Lessard	14 Greene Street	diablo720@gmail.com	11/13/2021	Please follow the residents' overwhelming unanimous vote and complete the Right of First Refusal process to acquire ALL the chapter 61 forestland as there will be no monetary expenses incurred by the town. Too much has been unnecessarily spent and wasted at the residents expense.
11/13/2021 17:56:30	Janice Doyle	178 Hopedale St	janice.doyle@comcast.ne	11/13/2021	
11/13/2021 17:56:30	imadeererider@gmail.	14 Greene Street	imadeererider@gmail.cor	11/13/2021	Complete the Right of First Refusal process and follow the unanimous vote pf the residents of Hopedale.
11/13/2021 18:13:30	Kathleen Cardinale	29 Dana Park	ktcardinalle@gmail.com	11/13/2021	
11/13/2021 18:53:43	Amy Beard	37 Freedom St Hopedale	aebeard3@gmail.com	11/13/2021	Please execute our ROFR on the entire parcel of land in question. As we voted unanimously as a town.
11/13/2021 18:55:37	Alyssa Garriga	206 south Main Street	Alyssaseveryn@gmail.cor	11/13/2021	
11/13/2021 19:39:38	Samuel P Whiting	12 Whitney Rd	Philwhiting2@gmail.com	11/13/2021	
11/13/2021 20:02:31	Lynne Curran	250 Dutcher St	contessa250@yahoo.com	11/13/2021	Protect the watershed, we have a well that may be in danger of pollution from the massive pollution from the RR
11/13/2021 20:03:01	Margaret Rothwell	79 Laurelwood Drive	M_rothwell@msn.com	11/13/2021	Please buy the property in question.
11/13/2021 20:07:21	Amanda Kimball	70 Adin St	Amandamoore04@yahoc	11/13/2021	
11/13/2021 20:19:34	Susan Iaciofano	8 Oak View Lane	Misty343@verizon.net	11/13/2022	
11/13/2021 20:25:36	Edward Iaciofano	8 Oak View Lane	bchprty@verizon.net	11/13/2021	
11/13/2021 20:54:25	Leo Doran	10 Francis Rd	Leodoran@massgymnast	11/13/2021	
11/13/2021 21:17:44	Ryan Iaciofano	8 oak view ln	iaciofanor@gmail.com	11/13/2021	
11/13/2021 21:44:10	Christopher Embree	5 Westcott Road	Hombre1145@gmail.com	7/13/1995	
11/13/2021 21:55:08	Dona Neely	209 Laurelwood Drive	donaneely1@comcast.net	11/13/2021	Please vote to protect and preserve our watershed and a critical environmental resource
11/13/2021 21:58:35	John bache	25 Dana Park	Jbache102469@gmail.co	11/12/2021	
11/13/2021 22:12:40	Suzanne Buchanan	111 Dutcher Street Hoper	Suzybjakers@gmail.com	11/13/2021	
11/13/2021 22:27:36	Hayley Carron	90 Dutcher St	Hayleyecarron@gmail.cor	11/13/2021	
11/13/2021 23:48:29	Chance Leonard	65 Freedom St	Chanceleonard@verizon.i	11/13/2021	
11/14/2021 0:19:09	Samuel Hockenbury	15 Ballou Rd	Sam.hockenbury@gmail.c	11/14/2021	
11/14/2021 7:11:54	Nicole lathrop	3 Malquinn Drive	Nicole.lathrop@yahoo.cor	11/13/2021	
11/14/2021 7:17:22	Donald chambers	13 Hopedale st	D13chambers@comcast	11/14/2021	Please exercise our ROFR in this matter
11/14/2021 7:33:03	Michael Apicella	228 Mendon Street	maps3377@gmail.com	11/17/2021	Please do what is clearly the right choice here
11/14/2021 8:44:14	Steve Guyon	4 Soward St	Srguy1@verizon.net	11/14/2021	
11/14/2021 8:44:25	Denise and Mark Sesc	11 Francis Road	dsesona@yahoo.com	11/14/2021	We urge the Board to complete the process to exercise our right to acquire Hopedale's watershed property as previously voted.
11/14/2021 9:23:56	colleen m. Strapponi	1 overdale parkway	cmsstrappa@gmail.com	11/14/0021	
11/14/2021 9:26:10	mark s. Strapponi	1 overdale parkway	strappa1957 @gmail. cor	11/14/2021	
11/14/2021 9:38:23	Laura Grady	211 Hopedale Street	lgradyma6@gmail.com	11/15/2021	Complete the right of first refusal
11/14/2021 9:46:45	Tracey Habel	80 Jones Rd	Thabel@verizon.net	11/14/2021	
11/14/2021 9:47:29	Gretchen Adamski	2 Gannett Way Hopedale	gmadamski93@gmail.cor	11/14/2021	Our parklands and water are important resources for our town. It is so important that we have control over them and protect them.
11/14/2021 9:57:49	Beverly Carver	63 Jones Road	Bevcp1@yahoo.com	11/13/1921	The residents of Hopedale overwhelmingly provided their wishes to the board to purchase the entire property in question in the largest voter turnout ever. I believe it is your obligation to honor the resident's directive.
11/14/2021 10:05:55	Rick Adamski	2 Gannett Way	radamski@icloud.com	11/14/2021	
11/14/2021 10:06:31	Dan Sullivan	180 Dutcher Street	Dsulls11@gmail.com	11/14/2021	Now the court has essentially hit the reset. Please use this second opportunity to protect Hopedale's limited but vital resources, specifically our watershed.
11/14/2021 10:15:50	Courtney Sullivan	180 Dutcher Street	Crsullivan17@gmail.com	11/14/2021	I'm very excited for this opportunity to protect Hopedale's resources. I hope that the town will move forward with the vote expressed in 2020.
11/14/2021 10:42:31	Stephanie Thomas	12 Overdale Parkway, Ho	Tril2582@gmail.com	11/14/2021	
11/14/2021 10:43:01	Stephen Foley	8 Bens Way	foley.stephenj@gmail.com	11/14/2021	
11/14/2021 10:43:55	Barbara A Thomas	12 Overdale Pkwy	nt42@msn.com	11/14/2021	
11/14/2021 10:49:18	Andre Pereira	8 Bancroft Pk	aapereira@gmail.com	11/14/2021	
11/14/2021 10:49:44	Lorene Hunt	10 Heron Lane, Hopedale	leppley@msn.com	11/14/2021	Please enforce vote from October 2020 made by the town to acquire all land.
11/14/2021 10:50:29	Christopher Hunt	157 Laurelwood Drive, Ho	cadhunt1968@gmail.com	11/14/2021	Enforce town vote from October 2020.
11/14/2021 10:53:27	Karen A.Daige	22 Prospect Street	molsam@comcast.net	11/14/2021	Please vote for the RoFR
11/14/2021 10:57:42	Arlene Williams	98 Hopedale Street	arli8191@aol.com	11/14/2021	Please follow through and exercise our right to Exercise our right to acquire Hopedale watershed.
11/14/2021 11:01:05	Mark Niziak	7 Cutler Street	mniziak@aol.com	11/14/2021	
11/14/2021 11:06:39	Eric Gaus	8 Gannett Way	Egsus72@gmail.com	11/14/2021	Please execute on the wishes of the town.
11/14/2021 12:09:44	Brittany Clark	102 Dutcher Street	Peaceluv1205@gmail.co	11/14/2021	
11/14/2021 12:10:13	Branden Moyer	102 Dutcher Street	Bmoyer121986@gmail.c	11/14/2021	

11/14/2021 12:12:01	Melani Galante	21 Overdale Parkway	Melani.galante@gmail.co	11/14/2021	
11/14/2021 12:31:16	Jean Donohoe	49 Progress St.	jeandonohoe@comcast.n	11/14/2021	
11/14/2021 12:38:35	Robert Brodeur	65 Jones Rd	brodeur.r@gmail.com	11/14/2021	
11/14/2021 12:47:51	Chris Parker	8 Crockett Circle	Cparker@clarkeliving.con	11/14/2021	
11/14/2021 12:52:36	Debora Strick	5 Heron Lane	stricks4@comcast.net	11/14/2021	Please complete the Right of First Refusal process, exercising the Town's Option to acquire all of the c. 61 Forestland, as the Town unanimously approved at the October 2020 Town Meeting. Don't silence our voice.
11/14/2021 12:54:11	Gordon Strick	5 Heron Lane	gordonstrick@comcast.ne	11/14/2021	Please complete the Right of First Refusal process, exercising the Town's Option to acquire all of the c. 61 Forestland, as the Town unanimously approved at the October 2020 Town Meeting. Respect our vote.
11/14/2021 12:55:24	Owen Strick	5 Heron Lane	owenstrick@comcast.net	11/14/2021	Please complete the Right of First Refusal process, exercising the Town's Option to acquire all of the c. 61 Forestland, as the Town unanimously approved at the October 2020 Town Meeting. Don't silence our voice.
11/14/2021 13:40:10	Justine Taylor	8 Tillotson road	Jltaylor28@hotmail.com	7/28/1987	
11/14/2021 14:09:37	Tasha Griffin	198 A Dutcher	Tashas9983@yahoo.coM	11/14/2021	
11/14/2021 14:11:40	Christine Bache	25 Dana Park	Chris0513@verizon.net	11/14/2021	
11/14/2021 14:48:40	Ryan Maloney	143 Laurelwood Dr	rmm92301@gmail.com	11/14/2021	
11/14/2021 14:57:56	Kevin Chambers	13 Hopedale st	Kmchambers31@yahoo.c	7/31/1984	Pls follow the will of the vote already taken in October of 2020 to exercise our towns right of first refusal to purchase this land and keep it a woodland/wetland environment safe from pollution and environmental destruction that the railroad has already proven it will do by clear cutting land they have no right to be on.
11/14/2021 15:03:43	Christine Luccini	125 Hopedale Street	Cdluccini@hmail.com	11/14/2021	
11/14/2021 15:21:09	Kathy Riley	11 Forest Path, Hopedale	kathyriley31@comcast.ne	11/14/2021	
11/14/2021 15:30:57	Patricia Colcord	18 Northrop St., Hopedale	patcolcord@gmail.com	11/14/2021	
11/14/2021 15:37:00	Jodi Faath	7 Gannett Way	Faathfamilyinma@comca	11/14/2021	
11/14/2021 16:33:29	Randy Carbo	146 Dutcher Street, Hope	Randy.M.Carbo@gmail.c	11/14/2021	Please re-consider filing ROFR and securing important watershed.
11/14/2021 16:51:21	Stacey Kracinovich	18 Gannett Way	kracinovich@hotmail.com	11/14/2021	
11/14/2021 17:04:50	Trevor Bache	25 Dana Park	Tbache67@gmail.com	11/14/2021	
11/14/2021 17:41:50	Lynn Tucker	85 Mill St. Hopedale, MA	Lynn@thetuckerhouse.org	3/26/1974	
11/14/2021 17:45:34	Hayley Carron	90 Dutcher street	Hayleyecarron@gmail.cor	11/14/2021	
11/14/2021 17:50:23	Linda Phillips	124 Greene Street	lphillips105@yahoo.com	11/14/2021	
11/14/2021 17:55:42	William Frongillo	10 Whitney Road	wfrongillo@gmail.com	11/14/2021	Proceed with the purchase of the land as previously approved at Town Meeting
11/14/2021 18:17:38	Susan Dykhoff	161 Dutcher St.	Sldykhoff@gmail.com	11/14/2021	
11/14/2021 18:34:00	Amy Parker	8 Crockett Circle	acsmwc@gmail.com	11/14/2021	
11/14/2021 18:40:29	Angela Kantor	11 Lake Street	Angelak668@gmail.com	11/14/2021	Thank you for pursuing this!
11/14/2021 18:53:38	Jennifer kelly	71 Bancroft park	Jennyakelly@comcast.net	5/21/1976	
11/14/2021 18:55:31	Teresa Arcudi	53 Bancroft Park	Tarcudi@hotmail.com	11/14/2021	
11/14/2021 19:10:11	Susan Frongillo	10 Whitney Road	snfrong63@gmail.com	11/14/2021	Proceed with purchasing land as approved at Town Meeting
11/14/2021 19:14:35	Patricia Ortla	17 Tillotson road	p_ortla18@yahoo.com	11/14/2021	
11/14/2021 20:01:18	David Allen Jr	22 Harmony Trl	dballenjr@yahoo.com	11/14/2021	Purchase the land
11/14/2021 20:05:08	Stacie Allen	22 Harmony Trail	Stremontеallen@gmail.co	11/13/2021	
11/14/2021 20:09:29	Anita Faath	7 Gannett Way	anitalynn2000@gmail.con	11/14/0021	
11/14/2021 20:14:06	Amy Dicken	237 Mendon St	Amydicken1@hotmail.cor	11/14/2021	
11/14/2021 20:15:18	Matthew Dicken	237 Mendon St	Mattdicken1@gmail.com	11/14/2021	
11/14/2021 20:18:20	Janice Levy	137 Laurelwood drive	Janice143@comcast.net	11/14/2021	
11/14/2021 20:19:30	Julia Manning	34 Larkin Lane	Juliamanning03@gmail.c	11/14/2021	
11/14/2021 20:19:36	Jake Kracinovich	18 Gannett Way	Jake.Kracinovich@uconn	11/14/2021	
11/14/2021 20:24:26	Caroline Manning	34 Larkin Lane Hopedale	cmmanning14@gmail.cor	11/14/2021	
11/14/2021 20:26:19	Elisabeth Minichiello	259 S. Main St.	rbminichiello@verizon.net	11/14/2021	
11/14/2021 20:26:57	Andrea Rutkowski	48 Bancroft Park	arutkowski9547@gmail.c	11/14/2021	
11/14/2021 20:33:06	Tyler Small	3 Haven Way	tbsmall1515@gmail.com	11/14/2021	Parklands gotta stay
11/14/2021 20:33:44	Tanner Kracinovich	18 Gannett Way	Kracinovicht@gmail.com	7/31/1997	
11/14/2021 20:36:35	George hobson	27 gannett way	Ghobsoniv@comcast.net	11/14/2021	
11/14/2021 20:39:55	Amy Paquette	9 Lapworth circle	aebcpaquette@comcast.i	11/12/2021	Please listen to the town and act in our wishes to buy the land. Thank you!
11/14/2021 20:40:07	Colleen McMahon	13 Gannett way	5mcmahons@comcast.ne	11/14/2021	
11/14/2021 20:41:37	Kyle hobson	37 gannett way	Kylehobby3@gmail.com	11/14/2021	
11/14/2021 20:45:31	Evan Jacob	35 Inman St Hopedale	squirrelforge@yahoo.com	11/14/2021	
11/14/2021 20:46:40	Michael Rutkowski	48 Bancroft Park	rutkowski01@verizon.net	11/14/2021	
11/14/2021 20:55:08	Heather S. Griffin	166 HOPEDALE Street	heathersgriffin@gmail.cor	11/14/2021	
11/14/2021 20:57:27	Cheryl Stewardson	17 Tammie Road	Cheryl.stewardson@veriz	11/15/2021	Please get this done and thank you for your service to the people of Hopedale.
11/14/2021 22:11:50	Colleen Whiting	12 Whitney Road	Whitingcolleen@gmail.co	11/14/2021	
11/14/2021 22:28:30	Kristyn Chevalier	10 Tillotson Rd	Kchevalier85@gmail.com	11/14/2021	
11/14/2021 22:28:38	Christopher MacDonal	3 SANDY HILL RD	chrismacd222@outlook.c	11/14/2021	Thank you for your service to our town. On behalf of my family, we appreciate your investment of time; approaching your roles with vigor and integrity, making tough decisions in the benefit of the citizens of our beloved town and representing the will of those citizens as voiced in aggregate through assembly and vote.
11/14/2021 22:32:39	Rayann MacDonald	16 Hammond Road	Rhowleymac@gmail.com	11/14/2021	So lucky someone stood up for the wrong that was done.
11/14/2021 22:36:44	Muhammad Kamara	18 ballou rd	Muhammadkamara0602@	11/13/2021	Please help save our lovely parklands.
11/14/2021 23:01:10	Katy Sanosi	10 Haven Way	ksanosi@yahoo.com	11/14/2021	Please listen to your constituents and Let the town buy the land.
11/14/2021 23:07:25	Emily King	10 Larkin Lane	emilyking2000@yahoo.cc	11/14/2021	Please listen to the town and do the right thing
11/14/2021 23:18:15	Katrina Casey	5 Rockridge road	Kmc2us@yahoo.com	11/14/2021	
11/15/2021 4:36:31	Andrea Brown	4 Moore rd	Andreaksmth@gmail.com	11/15/2021	
11/15/2021 5:33:45	DONNA Marchionni	19 Larkin Lane	Dlmarchionni@gmail.com	11/15/2021	
11/15/2021 6:02:08	Cathy Julian	2 Cook Street	catelijul@gmail.com	11/15/2021	
11/15/2021 6:19:00	Martha Gosselin	35 Westcott Rd	mgoss347@gmail.com	11/15/2021	
11/15/2021 6:20:55	Rachael Jackson	35 Hammond Rd	rdough1@icloud.com	11/15/2021	
11/15/2021 6:41:12	Laura Ramsay	22 Warfield Street, Hopec	Lrrdh28@gmail.com	11/15/2021	
11/15/2021 6:54:57	Kristen Casey	61 Jones Road	Jkjm4@verizon.net	11/13/2021	
11/15/2021 7:06:50	Mary (Lori) Hampsch	22 Rockridge Road	hampsch@comcast.net	11/15/2021	
11/15/2021 7:08:12	Alison Ho	84 Jones Road	amph804@yahoo.com	11/15/2021	
11/15/2021 7:09:10	Thanh-Danh Ho	84 Jones Road	amph804@gmail.com	11/15/2021	
11/15/2021 7:20:03	Ann Marie Lockwood	98 Dutcher Street	amlockw@yahoo.com	11/15/2021	We have a chance to do the right thing this second time around, due to the efforts of a dedicated few. Let's not be short-sighted twice.
11/15/2021 7:46:28	Jennifer Oliver	6 Jackson Way	Jct039@hotmail.com	11/15/2021	
11/15/2021 7:47:50	Elaine Dionne	134 Dutcher St Hopedale	elainedionne@comcast.n	11/15/2021	Please continue on this journey
11/15/2021 7:54:28	George Oliver	6 Jackson Way	Gresso16@yahoo.com	11/15/2021	
11/15/2021 8:22:35	Kathleen Boni	8C Mellen St. Hopedale, M	Kathleen.boni@emc.com	11/15/2021	
11/15/2021 8:27:26	Mary Wilson	3 Patrick Rd	mkwilsonma@gmail.com	11/15/2021	
11/15/2021 8:57:06	Madelyn Paquette	9 Lapworth Circle Hopeda	mpaquette@umass.edu	11/15/2021	please listen to your constituents and let the town but the land
11/15/2021 8:57:42	Angela Burke	32 Prospect Street	angelaburke531@gmail.c	11/15/2021	
11/15/2021 9:05:59	James P Bisceglia	6 Rockridge Road	jbisceglia64@gmail.com	11/15/2021	I support the town of Hopedale purchasing both properties to deny the railroad company its purchase of the land.
11/15/2021 9:24:56	Anthony Garramone	17 Moore Road	agarramone2@gmail.com	11/15/2021	I was one of the participants in the Oct 2020 town meeting and in all my 34 years in Hopedale I have never seen unanimity at that level on any other issue - please support the decisions made at that town meeting.
11/15/2021 9:34:43	Yes	4 Rockridge Road	ghevey@verizon.net	11/15/2021	
11/15/2021 9:45:58	Finnbar Reilly	5 Gayle Rd. Hopedale, MA	finn_reilly@comcast.net	11/15/2021	
11/15/2021 10:00:50	Susan Garramone	17 Moore Road	sgarra@ix.netcom.com	11/15/2021	
11/15/2021 10:05:54	Anita Cellucci	52 Laurelwood Drive	Anitacellucci@gmail.com	11/15/2021	
11/15/2021 10:09:05	Jennifer Moore	5 overdale pkwy	jlindermoore@gmail.com	11/15/2021	Watersheds are vital parts of the ecosystem for many reasons. They are often ruined in the name of urban development. Leave the West St watershed alone and listen to the towns people when they say it
11/15/2021 10:15:24	Brenna Ashby	61 Westcott Road	747bea@gmail.com	11/15/2021	
11/15/2021 10:19:24	Robert Butler	39 Mellen St., Hopedale, I	dadofsammy@gmail.com	11/15/2021	
11/15/2021 10:31:06	Edward Burt	33 Westcott Rd	EBurt88@Gmail.com	11/15/2021	
11/15/2021 11:12:43	Jessica R Allen	3 Ballou Road	jessrathrun@gmail.com	11/15/2021	Thank you for considering our petition. The Parklands are a treasure worth protecting.
11/15/2021 12:44:01	Annmarie Moore	19 Haven Way, Hopedale	Annmarie.Moore@gmail.c	11/15/2021	
11/15/2021 12:44:38	Patrick Michael Fahey	137 Dutcher Street, Hope	mfahey@faheyfamily.com	11/15/2021	
11/15/2021 13:15:10	Douglas Moore	5 Overdale Pkwy	mooredp4@gmail.com	11/15/2021	The citizens voted loud and clearly what they want. Don't waste anymore time and money. Get this done for them
11/15/2021 13:37:10	Andrea May Moore	5 Overdale Parkway	andreamaylm@gmail.com	11/15/2021	Dear Select Board, Please follow to Town's unanimous vote in October 2020 to acquire the West Street watershed. We the townspeople have done all that we can to make our voice and decisions heard, and we want the Town of Hopedale to exercise the Right of First Refusal. Please make it happen. Thank you.
11/15/2021 13:47:19	Lee McKenna	5 Lloyd Street	McKennaLB@Gmail.com	11/15/2021	
11/15/2021 14:07:38	Steven Cardinale	29 Dana Park Hopedale M	stevcard@gmail.com	11/15/2021	Future generations of Hopedale citizens will be grateful and thankful if the board moves forward with the West Street land acquisition. Please keep this in mind! Thank you!
11/15/2021 14:53:22	blourie@milfordma.cor	21 Progress Street	blanchelourie311@hotma	11/14/2021	
11/15/2021 15:35:53	Kristi Brytowski	70 Bancroft Park	Kml0623@gmail.com	11/15/2021	
11/15/2021 15:41:22	Suzanne doyle	15 Whitney road Hopedale	Suziedoyle999@gmail.co	11/15/2021	
11/15/2021 15:44:15	Anthony Alves	164 Hopedale Street	tonyhopedale@gmail.com	11/15/2021	Please vote to save our forestland and protect Hopedale's resources for future generations to enjoy.
11/15/2021 16:06:50	Jeanne Heath	34 Laurelwood Drive	jeheath34@gmail.com	11/15/2021	I believed by our vote last October the townspeople made very clear the objective was to exercise Hopedale's Right of First Refusal and purchase the land parcel(s) in question. We have a second chance. to do just that. I ask that you complete the RoFR process. We have been granted a reprieve and have this one opportunity to acquire all of the Forestland. Let's do it!Jeanne Heath
11/15/2021 16:53:48	James Fitch	16 Northrop St.	Fitchfamily99@yahoo.com	11/15/2021	
11/15/2021 17:02:37	Kathryn Harwick-Foley	8 Ben's Way	kdhfoley@gmail.com	11/15/2021	
11/15/2021 17:05:23	Anne Betschart	100 Hopedale St #12	mamabetzz@yahoo.com	11/15/2021	
11/15/2021 17:27:42	Teresa Ballan	75 Jones Rd	Taballan6@gmail.com	11/15/2021	
11/15/2021 18:17:12	Chris Teekema	66 adin st	Chris.teekema@gmail.co	11/15/2021	Water rights are going to be critical for Hopedales future, this is seriously a no brainer for the town to own this land
11/15/2021 18:36:19	Debra McGonnell	21 Bancroft Park	Yogawoman57@verizon.r	11/15/2021	Thank you for your support.
11/15/2021 18:46:05	Laura Cooper	23 Cemetery Street	Llemon24@gmail.com	11/15/2021	
11/15/2021 19:35:16	Mary Margaret Mulrone	66 Dutcher st	mmmulroney@hotmail.co	11/15/2021	
11/15/2021 19:37:05	Christopher Mulroney	66 dutcher st	Mulroneychristopher@gm	11/15/2021	
11/15/2021 19:40:38	Michael Kavanagh	46 Adin St, Hopedale MA	Mjk2011@gmail.com	11/15/2021	
11/15/2021 19:45:57	Denise Boldy	67 Jones road	boldydenise@gmail.com	11/15/2021	
11/15/2021 19:51:41	Richard McGuane	6 Crockett Circle	rickmcguane@gmail.com	11/15/2021	
11/15/2021 20:19:46	Sandra Kivlehan	9 Gaskill Circle	skivlehan@comcast.net	11/15/2021	
11/15/2021 20:26:36	Joanne D Whyte	196 Freedom Street	jwhyte27@verizon.net	11/15/2021	
11/15/2021 20:26:52	Kelli St. Germain	6 Malquinn Dr	kstgermain43@gmail.con	11/15/2021	Let's make this happen!!!
11/15/2021 21:18:20	John Broderick	133 Laurelwood Drive, Ho	Jbroderickhomes@comca	11/15/2021	
11/15/2021 21:28:07	Sharon Elsemiller	24 Driftway St	Elsemiller.s@gmail.com	11/15/2021	
11/15/2021 23:26:23	Sean Reilly	5 Gayle Road	sean_b_reilly@comcast.n	11/15/2021	
11/16/2021 6:55:19	Meredith Johnston	215 Hopedale st, Hopeda	Minardi05-go@yahoo.cor	11/16/2021	
11/16/2021 8:10:06	Joyce Jackson	13 Overdale pkwy	jjgs10@msn.com	11/16/2021	Please do the people of Hopedale's will and buy this property for the town.
11/16/2021 8:46:21	Griffin Nosek	16 Heron Lane	Griffinnosek2@gmail.com	11/16/2021	
11/16/2021 9:52:58	Robert Kracinovich	18 gannett way	kracinovich@hotmail.com	11/16/2021	Please follow the will of the people of Hopedale
11/16/2021 10:17:52	Janet Ellis	142 Freedom St.	jcellis967@gmail.com	11/16/2021	I support the purchase of the entire property as voted at the 10/20 town meeting.
11/16/2021 10:32:05	Alison Quinn Larkin	206 Dutcher Street Hopec	quinna@newton.k12.ma.u	11/16/2021	
11/16/2021 11:05:21	Elizabeth S. Callahan	10 Overdale Parkway	randecallahan@comcast.	11/16/2021	
11/16/2021 11:29:36	Robert Callahan	10 Overdale Parkway	Ricallahan01747@gmail.c	11/16/2921	
11/16/2021 12:50:28	Richard Espanet	50 Westcott Rd.	4winns11@gmail.com	11/16/2021	Specifically to Mr. Keyes and Monsieur Arcudi..YOU work for the RESIDENTS and best interests of this Town - NOT the railroad and other special interests. Stop the lies and bullshit and DO YOUR DAMN JOB
11/16/2021 14:17:40	Kirsten McCandless	27 Oak St., Hopedale, MA	Kdmccandless@yahoo.cc	11/16/2021	Please honor the town meeting vote and exercise RoFR.
11/16/2021 14:20:25	Rebecca liberman	3 Richard Rd	nomad1055@gmail.com	11/16/2021	
11/16/2021 14:23:26	Adam Banayan	3 Richard Road	ajbanayan@gmail.com	11/16/2021	
11/16/2021 14:26:22	Elenore Alves	164 Hopedale St, Hopeda	Elenorealves@gmail.com	11/16/2021	
11/16/2021 14:26:50	Zachary Welch	3 Liberty Circle	zachary.welch.us@gmail.c	11/16/2021	
11/16/2021 14:26:53	Rachel Szemethy	17 Westcott Rd	rachelszem@gmail.com	11/16/2021	
11/16/2021 15:03:17	Christopher McCall	31 Westcott Road	chrisandcarla@comcast.r	11/16/2021	
11/16/2021 15:49:46	Laurie Rizzo	25 Larkin lane	Laurie_rizzo@outlook.cor	11/16/2021	
11/16/2021 17:46:29	Lona Moxim	17 Harmony trail	Lonasown@aol.com	11/16/2021	
11/16/2021 17:47:25	Eric Moxim	17 Harmony trail	Elmoxim@all.com	11/16/2021	
11/16/2021 17:48:29	Payton Moxim	17 Harmony Trail	Prmoxim@aol.com	11/16/2021	
11/16/2021 17:49:15	Blake Moxim	17 Harmony trail	Lonasown@aol.com	11/16/2021	
11/16/2021 17:50:57	Dyllan Moxim	17 Harmony trail	Damoxim@aol.com	11/16/2021	
11/16/2021 18:19:28	Kiera Seaver	141 Dutcher St	Kseaver13@gmail.com	11/16/2021	
11/16/2021 19:48:50	Grace Pool	4 Heron Lane	ggpool@comcast.net	11/16/2021	All of the forestland should be acquired by the town.
11/16/2021 19:58:46	Md3.ogilvie@gmail.co	6 Taft Circle	Md3.ogilvie@gmail.com	11/16/2021	
11/16/2021 20:00:30	David Ogilvie	6Taft Circle	Md3.oglivie@gmail.com	11/16/2021	
11/16/2021 20:02:36	Ogilvie.Colin.b@gmail	6Taft Circle	Ogilvie.Colin.b@gmail.co	11/16/2021	
11/16/2021 20:04:40	Donna Kennelly	8 Francis Rd	Dkennelly@comcast.net	11/16/2021	
11/16/2021 20:06:11	John Kennelly	8 Francis Rd	Jkennelly@comcast.net	11/16/2021	
11/16/2021 20:32:54	Joseph Fitzgerald	67 Daniels Street	Jofitz314@gmail.com	11/16/2021	
11/17/2021 0:35:31	Vaughn Cowen	17 peace street	Tyuagent@gmail.com	11/17/2021	
11/17/2021 3:36:10	John E Hanley	33 Hammond Road	jhanleyw379@gmail.com	11/17/2021	
11/17/2021 5:40:18	Mary Richadson	129 Mill Street, Hopedale	tobe25@charter.net	11/17/2021	
11/17/2021 6:15:31	Todd Thompson	31 Hammond Road	Toddrt2001@yahoo.com	7/26/1972	
11/17/2021 6:23:22	Anthony Ventura	54 Westcott Road	Ventura508@gmail.com	11/17/2021	Please do this to ensure our town remains a family oriented community.
11/17/2021 6:29:10	Richard Rinehart	7 Lapworth circle hopedal	Richyrinehart@yahoo.com	11/17/2021	
11/17/2021 6:44:23	Margaret Silva	1 Bancroft Park Hopedale	Peg-peg16@hotmail.com	11/18/2021	Please follow the petition and the clearly voiced will of the townspeople as per the petition.
11/17/2021 6:44:42	Geoffrey Aldrich	28 Dana Park	geoffrey@aldrichnet.com	11/17/2021	
11/17/2021 6:47:53	Nicholas Katz	9 Heron Lane, Hopedale,	nkatz98@gmail.com	11/17/2021	
11/17/2021 6:50:47	Maria Fontana	5 Tammie Road	Mfontana@grad.Bryant.ec	11/17/2021	
11/17/2021 6:56:03	Laura Martin	14 Cemerety St	lauraellen50@yahoo.com	11/17/2021	
11/17/2021 7:03:02	Nancy Macari	1 Northrop Street	Nanmacari@hotmail.com	11/17/2021	
11/17/2021 7:08:13	Donna Niziak	7 Cutler St Hopedale	mniziak@aol.com	11/17/2021	Please follow the actions unanimously approved by the Town citizens to purchase and protect our Forestland. We are all counting on you to fo the right thing for the future of our precious land.
11/17/2021 7:23:33	Christopher Dodge	24 Dutcher Street	cdodge79@gmail.com	11/17/2021	
11/17/2021 7:26:34	Palmina Chaplin	16 Westcott Rd	palern@comcast.net	11/17/2021	
11/17/2021 7:27:38	Donna Marsh	5 francis road	kdjmarsh@comcast.net	11/17/2021	
11/17/2021 7:33:28	Adam Myers	57 Westcott Rd	asstang@yahoo.com	11/17/2021	
11/17/2021 7:58:41	Kelly Naworski	2 Spruce Circle	Kelsteve929@comcast.ne	11/17/2021	
11/17/2021 8:03:20	Shana Miller	4 Ballou Rd	shanam77@gmail.com	11/17/2021	
11/17/2021 8:13:31	Timothy Kint	10 Larkin lane	Timothy.king@tiaabank.c	11/17/2022	
11/17/2021 8:34:57	Sara Fedish	33 Driftway St	Saraelizabethh@aol.com	11/17/2021	
11/17/2021 8:37:52	Catherine Sauro	18 Hill Street	Csauro92@gmail.com	11/17/2021	
11/17/2021 8:44:08	Michelle Piatt	7 Warfield St Hopedale	michelle.b.sager@gmail.c	11/17/2021	
11/17/2021 9:16:27	Derek J. Piatt	7 Warfield Street	derek.j.piatt@gmail.com	11/17/2021	
11/17/2021 9:28:38	Lynne Dodge	24 Dutcher Street	ldodge68@gmail.com	11/17/2021	
11/17/2021 9:28:43	Kyle Strick	5 Heron Lane	kylestrick@comcast.net	11/17/2021	Please complete the Right of First Refusal process, exercising the Town's Option to acquire all of the c. 61 Forestland, as the Town unanimously approved at the October 2020 Town Meeting. Don't silence our voices.
11/17/2021 9:38:38	Yes	63 Jones Rd.	doug.porter47@gmail.cor	11/17/2021	
11/17/2021 9:56:01	Kelly Diorio	15 Haven way hopedale	Kelly.e.obrien@gmail.com	11/17/2021	
11/17/2021 10:14:12	Carly Alden	12 Hope st Hopedale ma	Calden96@gmail.com	11/17/2021	Please save this land for our wildlife to be safe and not interrupted by development.
11/17/2021 10:23:52	Kathy Espanet	50 Westcott Road	kathyespanet@gmail.com	11/17/2021	
11/17/2021 10:39:53	Richard Crawford	190 Laurelwood Drive	rdcmortgage@aol.com	11/17/2021	Pls pursue the land purchase without delay
11/17/2021 11:01:34	Jeanne McGuane	6 Crockett Circle	je.mcguane@gmail.com	11/17/2021	
11/17/2021 11:02:51	Annette Smith	72 Jones Rd	amsmith910@hotmail.cor	11/17/2021	
11/17/2021 11:07:51	David Butler	77 Greene St	Butlerdavidjames@gmail	11/17/2021	
11/17/2021 11:34:51	Kristen Barraford	40 progress st hopedale r	K.barraford@gmail.com	11/17/2021	

11/17/2021 12:13:14	Ryan Henderson	93 Dutcher St	Ryanhenderson11@gmai	11/17/2021	
11/17/2021 12:19:05	Monica Cassidy	13 Whitney	cassidy.monica@gmail.co	11/17/2021	
11/17/2021 12:37:46	Lindsay Weaver	6 briar cliff rd	Lindsayscoupons90@gm	11/17/2021	Keep our parklands!
11/17/2021 13:27:40	Denise Taylor	139 Laurelwoid Drive Hop	lammassmom@gmail.com	11/17/2021	
11/17/2021 13:41:43	Rachel Demeo	38 Daniels street	Rachelm12104@yahoo.c	11/17/2021	
11/17/2021 15:12:36	Sheri Hayes	23 Moore Rd. Hopedale	Sherihayes@hotmail.com	11/17/2021	
11/17/2021 15:23:04	Alyssa Pool	4 Heron Lane	anpool01@gmail.com	11/17/2021	Please keep our land protected. The railroad should not be using this land!
11/17/2021 15:50:32	Margaret sacco	8 Soward Street	Mpegjen@gmail.com	11/17/2021	
11/17/2021 16:20:07	Martha Sayewich	6 union st	msmustangmuffie@aol.co	11/17/2021	
11/17/2021 16:22:15	John Mullen	11 Moore Rd.	Mullenjohn@verizon.net	11/17/2021	
11/17/2021 16:35:15	Karlene A Alger	2 Greene St	karlenea.alger@gmail.com	11/17/2021	
11/17/2021 16:41:17	Julia Greenwood	1 Centennial St	greenwoodj175@gmail.co	11/17/2021	
11/17/2021 16:41:53	Jill Greenwood	1 Centennial St	jillelizabeth123@verizon.n	11/17/2021	
11/17/2021 16:50:55	grace dorsey	1 Sandy Hill Road Hoped	grace.e.dorsey@gmail.co	11/17/2021	
11/17/2021 16:51:49	Rebecca Katz	9 Heron Lane	Rlk12@yahoo.com	11/17/2021	
11/17/2021 16:59:56	Mackensie Orchard	1 Robertson Drive	orchard.mackensie@gma	11/17/2021	
11/17/2021 17:17:49	Carl Saras	5 Crockett Circle, Hopeda	carl.saras@gmail.com	11/17/2021	
11/17/2021 17:21:27	Mary Saras	5 Crockett Circle, Hopeda	saras.mary@gmail.com	11/17/2021	Please do all you can to preserve the Parklands. There is so little recreation/open space left!
11/17/2021 17:41:19	Kelly McGovern	105 Dutcher St	mcgovernk0301@gmail.c	11/17/2021	
11/17/2021 17:45:56	John Greenwood	1 Centennial St	jackbrier@verizon.net	11/17/2021	
11/17/2021 18:01:33	Suzanne Swift	9 Patrick Road	Sswift7904@gmail.com	11/17/2021	
11/17/2021 18:20:30	Claire Manning	34 Larkin Lane	cmemanning@gmail.com	11/17/2021	
11/17/2021 19:00:48	Margaret Rothwell	79 Laurelwood Drive	M_rothwell@msn.com	11/17/2021	Please exercise our RofFR
11/17/2021 19:37:32	Rachel Hatem	11 Tillotson Rd	Barboza rachel@hotmail.	11/2/1973	Purchase the land
11/17/2021 19:50:19	Thomas Silva	1 Bancroft Park	thomasfsilva113@gmail.c	11/17/2021	
11/17/2021 20:24:48	Jeffrey Kimball	70 Adin St	Jeff.p.kimball@gmail.com	11/17/2021	Please proceed with acquiring the property.
11/17/2021 20:35:57	Yolanda Tapanainen	14Rockridge Road, Hope	Michelletapanainen@com	11/17/2021	
11/17/2021 20:38:11	Julie Rinehart	7 Lapworth Cir	Rinehartjulie@gmail.com	11/17/2021	
11/17/2021 20:38:51	Michael Grider	32 Tammie Rd	Mcjoekry@verizon.net	11/17/2021	
11/17/2021 20:49:01	Tracy Johnson	3A Williams st	tracyl1868@gmail.com	11/17/2021	
11/17/2021 21:01:32	James Howard	13 Cutler St. Hopedale	jthbiz@gmail.com	11/17/2021	under no circumstances should we allow the proposed RR facility to be built at their proposed site. is there really zero plan for how to develop real, sustainable businesses in town that will actually enhance our property values and desirability?
11/17/2021 22:14:55	Christine Golden	15 Nelson St	christineg962@gmail.com	11/17/2021	
11/18/2021 6:55:43	Lynne McLain	2 Heron Lane	Lmclain25@gmail.com	11/18/2021	
11/18/2021 7:10:46	David M. Thomson	49 Westcott Road, Hoped	Ddthomson11@gmail.com	11/18/2021	
11/18/2021 7:10:46	Donna D'Amico	112 Greene St	damico28@live.com	11/18/2021	
11/18/2021 8:37:56	Paul Stewardson	17 Tammie Rd Hopedale	Stew.family5@verizon.net	11/18/2021	
11/18/2021 10:20:35	Julie Gunduz	108 Dutcher Street, Hope	jgunduz@verizon.net	11/18/2021	Please adhere to the will of the people and prevent Railroad from destroying our forest.
11/18/2021 11:32:47	Daniel Malloy	49 Inman Street	danm41@verizon.net	11/18/2021	I'm hoping that you will approve the purchase the West Street land for the benefit of the town.
11/18/2021 14:18:49	Scott Ellis	53 dutcher st	Svellis15@gmail.com	11/18/2021	
11/18/2021 15:21:02	Amanda Auger	58 Hill St, Hopedale MA 0	Acabral83@yahoo.com	11/18/2021	
11/18/2021 15:24:10	Janet Donnelly	7 Crockett Circle	Jmdonn@mac.com	11/18/1956	
11/18/2021 18:24:11	W Scott Galante	21 Overdale Pkwy	Galante.scott@gmail.com	11/18/2021	As a registered voter, please act in the accordance of the overwhelming affirmative vote of the community at a special town meeting held in October 2020 to take first right of refusal to purchase all forestland under Chapter 61 off West Street. Thank you.
11/19/2021 9:15:06	Arthur F Posch	5 Oakview Lane	afposch@gmail.com	11/19/2021	
11/19/2021 11:50:56	David D. Williams	23 bancroft park	NOISYKIDS@AOL.COM	11/19/2021	please respect and honor the expressed will of the people of Hopedale i.e. the unanimous vote in favor of acquiring and protecting this land at the october special town meeting.
11/19/2021 12:29:09	James McKenna	5 Lloyd St Hopedale MA	mckennajp@gmail.com	11/19/2021	
11/19/2021 14:03:18	Kimberly Guyon	4 Soward St	Kimannguy1@verizon.net	11/19/2021	
11/19/2021 14:15:28	Pascal Viens	107 Hopedale St	Pascalviens@hotmail.com	11/19/2021	Please make sure to make decision based on the residents want and needs.
11/19/2021 14:34:39	Melody Butler	77 Greene St	butlermelodye@gmail.com	11/19/2021	
11/19/2021 15:16:13	Paul DeRochet	126 Mendon St Hopedale	Pmderocher@gmail.com	11/19/2021	
11/19/2021 15:34:48	Carol Donaher	25 Cemetery Street	cdonaher@comcast.net	11/19/2021	
11/19/2021 16:56:56	David Fitzgerald	1 Social Street	Davefitz46@hotmail.com	11/19/2021	
11/19/2021 17:13:21	Amanda Smith	1 Lake St	amander09@yahoo.com	11/19/2021	
11/19/2021 17:16:57	Judith Oldfield	28 Freedom Street	Judyo1216gmail.com	11/19/2021	
11/19/2021 18:09:15	Joshua Obal	5 Patrick Rd	milford_josh@yahoo.com	11/19/2021	Please act as the town voted to do in October 2020 and protect this important natural resource. Many thanks.
11/19/2021 18:25:33	Christine Best	123 Greene St, Hopedale	Chrisbest061418@yahoo	11/19/0021	
11/19/2021 18:49:48	Jenna-Rose Oosterma	123 Greene St	joosterman@uri.edu	11/19/2021	
11/19/2021 18:51:24	Tyler oosterman	123 green st Hopedale m	Tyler.oosterman@yahoo.c	11/19/2021	
11/19/2021 19:11:16	Hannah Licarie	4 Nelson Strest	Hlicarie67@gmail.com	11/19/2021	
11/19/2021 19:27:32	Ken Wilson	3 Patrick Road Hopedale	Keniamwilson@comcast.n	11/19/2021	Please approve and abide by town citizens earlier request to purchase property.
11/19/2021 20:43:31	Cynthia Normandin	61 Mill St	Cindy@normandintrans.c	11/19/2021	
11/19/2021 20:45:41	Aubrie Rojee	140 Greene Street, Hope	aubs0930@gmail.com	11/19/2021	
11/20/2021 3:58:40	Bryan Sullo	6 Oakwood Ave	bryan@sullo.family	11/20/2021	
11/20/2021 4:49:01	Christopher Best	123 Greene St	Bestie13@aol.com	11/20/2021	Save the woodlands
11/20/2021 7:17:40	Gregory Rogow	55 Mellen Street	grogow22@gmail.com	11/20/2021	Listen to the people.
11/20/2021 8:24:30	Joseph F.Oliveri	13 steel road	Joeoliveri@comcast.net	11/20/2021	Buy this land and protect the town and residents of Hopedale
11/20/2021 12:27:14	Lisa Maloney	143 Laurelwood Drive	maloneylisa415@gmail.c	11/20/2021	
11/20/2021 13:28:18	Patrick Maloney	143 Laurelwood Drive Ho	patroym99@gmail.com	11/20/2021	I request the BOS honor the unanimous wishes of its residents and buy all the land as voted at Town Meeting.
11/21/2021 11:41:12	Kevin Halpin	363 west street hopedale	Kevinhalpin1995@yahoo	11/21/2021	
11/21/2021 11:43:01	Eulalia Halpin	363 west street hopedale	Kevinhalpin1995@yahoo	11/21/2021	
11/21/2021 13:46:50	David Boni	8 Mellen Street	Mangledfin1@comcast.ne	11/21/2021	
11/21/2021 15:49:01	Thomas Martin	205 Laurelwood Drive	Tom.martin794@gmail.co	11/21/2021	

Exhibit 2

MILFORD DAILY NEWS

NEWS

Judge rules Hopedale Select Board has final say in protecting forestland

Lauren Young The Milford Daily News

Published 4:40 a.m. ET Nov. 19, 2021 | **Updated 12:57 p.m. ET Nov. 19, 2021**

HOPEDALE — A Superior Court judge has ruled invalid a deal the Select Board had signed with the Grafton & Upton Railroad to split protected forestland on West Street because the proposal didn't go to Town Meeting first.

At the same time, Judge Karen Goodwin on Nov. 10 ruled that the Select Board alone has the authority to exercise the right of first refusal to buy land that has been deemed forest and therefore taxed at a lower rate.

Goodwin also entered a preliminary injunction preventing the railroad from carrying out further work on that forestland for 60 days of the ruling, or until Jan. 9.

More: Residents file lawsuit against Hopedale, Grafton & Upton Railroad for 'illegal' deal

Attorney David Lurie, who represents 11 Hopedale residents who filed suit back in March, said his clients are happy with the judge's final decision and are now urging the Select Board to take back that land.

"The board would be violating its duties to the public if it did not proceed to acquire the entire property," said Lurie, of Boston-based Lurie Friedman LLP.

In October 2020, residents at Town Meeting voted unanimously to acquire all 130 acres of the property off West Street. The Select Board also agreed to set aside the land for conservation.

More: Hopedale STM draws hundreds

“The will of the people to acquire and protect all 130 acres as parklands, for posterity, must be respected,” said Lurie. “If the board has the utter audacity to continue to ignore the people’s will after this decision and cast its lot with the railroad, the board should step down from their official positions, as they cannot be trusted to act in the best interests of the people they supposedly represent.”

Dispute over forest and wetlands

The court action centers on a dispute over 155 acres of forest and wetlands off West Street, through which tracks for the Grafton and Upton Railroad run. The railroad has been trying to expand its operations over the past year or so, and leadership says development of those tracks and the area around them is key to the company’s growth.

Residents say the land is important to protecting Hopedale’s current and future drinking water sources.

Earlier this year, selectmen signed an agreement with the railroad — after the two had their own court battles and subsequent mediation — that would split the land between the railroad and the town. The town agreed to pay the railroad $587,000 for about 84 acres, because a railroad-owned trust owns the land.

The 11 residents then filed a lawsuit, arguing the town should have acquired all of the land, per the earlier Town Meeting vote. In April, the residents secured an injunction to stop the town from paying for, and therefore acquiring, the 84 acres, while the case played out in court. The April injunction did not stop the railroad from proceeding with construction.

“The court did not look kindly on both the railroad’s 'attempt to circumvent' the town’s rights to protect the forestland, and its clearing of the land while the town was deciding whether to exercise its rights and while the Appeals Court’s injunction against transfer of the town’s rights under the settlement agreement remained in effect,” said Lurie.

More: Hopedale West Street land dispute case back in court

Acquiring that land would preserve it as conservation land for open space and passive recreation, and there’s no risk of losing 25 acres of wetlands as a potential water supply, wrote Lurie in a letter to attorney Brian Riley, who represents the town in the lawsuit, following the court’s decision.

There is no downside for the board to pursue enforcement, Lurie said, and any attempt to obtain approval of the settlement agreement at a Special Town Meeting would be defeated.

“The claim that getting 40 out of the 130 acres of forestland is the best that can be done, leaving 90 acres to be industrially developed by the railroad, is simply wrong,” he wrote. “As this litigation has shown, the railroad’s bluster should not detract the Select Board from its mission to preserve all of the forestland.”

The claim that revenue from railroad development of the 90 acres of forestland is important for the town’s financial well-being is hollow, Lurie added. The Finance Committee has already approved acquiring all 130 acres and voiced no concerns about loss of potential tax revenues from railroad development, he said.

If the board does not go on to acquire all of that forestland, then Lurie said his clients plan to continue seeking an injunction against further land clearing.

They will also appeal the portion of the court's decision that denies them standing on the town's right of first refusal to acquire the land under state law Chapter 61, said Lurie.

In a statement, Elizabeth Reilly, lead plaintiff in the citizen lawsuit, said a petition for the town to protect the forestland has gained 400 signers so far. They are hopeful that the board will choose to acquire the entire property under Chapter 61.

“If (the board doesn't) proceed to acquire the entire property, they will likely and most deservingly be voted out of office, and will go down in Hopedale history as the folks who defied town residents and needlessly gave up the forest to the railroad, and the wilderness to development," said Reilly.

Select Board to discuss on Friday

"While Mr. Lurie mischaracterizes some of the court’s findings, the board has no current comment on the litigation,” said Riley on behalf of the Select Board.

Select Board Chair Brian Keys also told the Daily News he had no comment about the judge’s decision or to Lurie’s letter.

The topic will be discussed closed-door executive session on Friday and will be made more public from there.

Railroad: 'Confirmed what we've been saying all along'

Donald Keavany Jr., lawyer for the Grafton & Upton Railroad Co., said the judge's ruling affirms what the railroad has contended from the start.

“The judgment that was entered confirmed what we have been saying all along — that it is the Select Board, and *only* the Select Board — that may decide to exercise, or not exercise a (Chapter) 61 right of first refusal option,” said Keavany of Christopher, Hays, Wojcik & Mavricos LLP in Worcester.

With the help of Land Court Justice Leon Lombardi, the town and the railroad negotiated what Keavany said was a fair and just settlement agreement over the property.

The railroad disagrees with Judge Goodwin that a new Town Meeting vote is required if the town wants to acquire the land described in the agreement, he said.

“While we do not agree with the judge on this point, we nonetheless hope that the Select Board schedules a Special Town Meeting soon so that the town can acquire the land described in the settlement agreement," said Keavany.

Lauren Young writes about business and pop culture. Reach her at 774-804-1499 or lyoung@wickedlocal.com. Follow her on Twitter @laurenwhy__.

Exhibit 3

LURIE FRIEDMAN LLP

ONE McKINLEY SQUARE
BOSTON, MA 02109

DAVID E. LURIE

617-367-1970
dlurie@luriefriedman.com

November 12, 2021

BY EMAIL

Brian Riley

Re: Reilly, et al. v. Town of Hopedale, et al. Worcester Superior Court Civil Action No. 2185CV238D

Dear Brian:

I write on behalf of my clients in the above-referenced case regarding the Court's Decision entered on November 10, 2021. I have attached a copy of the Decision as Exhibit A to this letter. The Court makes clear that the Select Board now has the ability to proceed to acquire all 130 acres of Forestland as already authorized unanimously at Town Meeting and pursuant to the Option already exercised by the Select Board and recorded at the Registry of Deeds. See Decision at p. 10 ("[I]t lies within the Board's sole discretion to determine whether to … renew its attempts to enforce the Option…") and p. 12 (enjoining Railroad from clearing Forestland for an additional 60 days to give the Town sufficient time to decide whether to "take the necessary steps to proceed with its initial decision to exercise the Option for the entire property.").

We strongly urge the Board to proceed to acquire all of the Forestland for the reasons set forth below.

(1) Acquiring all of the Forestland will preserve it as conservation land for open space and passive recreation for generations. The Select Board once again has the opportunity – and the responsibility – to do the right thing and preserve all of the land, which is essential to the Town's future wellbeing. The Hopedale Foundation has already committed to fund much of the acquisition, but only if the Town obtains the entire 130 acre Forestland. The Town has already appropriated the remainder. The Town has already expressed its will that this must happen. The Select Board would violate their duties to the public if they do not act in accordance with the unanimous expressed direction of Town residents.

(2) There is no risk of losing the 25 acre wetlands as a potential water supply. The Town has already recorded a taking of the property, approved by Town meeting, under G.L. c. 79. Any attempt by the Railroad to claim preemption of the taking will fail. The Railroad has no use for the land; it is wetlands and is unconnected to the Railroad's right of way or 18 acre parcel. We recently defeated a similar attempt by the Railroad to seek a preemption ruling by the Surface Transportation Board regarding a property dispute in downtown Hopedale. See STB decision, copy attached as Exhibit B. We would be willing to represent the Town at no cost to the Town defending any such preemption claim by the Railroad.

(3) There is no question that the Option is fully enforceable. The Court has made that clear in its decision. Again, we would be willing to represent the Town at no cost to the Town in seeking enforcement of the Option. There is no downside for the Select Board to pursue enforcement.

(4) Any attempt to obtain approval of the Settlement Agreement at a special town meeting will be defeated. The claim that getting 40 out of the 130 acres of Forestland is the best that can be done, leaving 90 acres to be industrially developed by the Railroad, is simply wrong. As this litigation has shown, the Railroad's bluster should not detract the Select Board from its mission to preserve all of the Forestland.

(5) The claim that revenue from Railroad development of the 90 acres of Forestland is important for the Town's financial wellbeing is hollow. The Finance Committee has already approved acquisition of all 130 acres and has voiced no concerns about loss of potential tax revenues from Railroad development. Any tax revenues are entirely speculative and in any event pale in comparison to the very real destruction of the Forestland that would occur under the Settlement Agreement. Here is a link to a drone video showing the devastation already wrought by the Railroad's cutting of trees for an access road across the Forestland. https://www.dropbox.com/sh/ynr9dherkr6io1c/AAApx9viCmH1vW77qQRbN7X5a/MP4?dl=0&preview=DJI_0236.MP4&subfolder_nav_tracking=1 The Court has enjoined this destruction for an additional 60 days, giving the Select Board another opportunity to do the right thing for the Town. Please do not waste it.

(6) Town Meeting approval of the Settlement Agreement would not end this litigation. If the Board does not proceed to acquire all of the Forestland, my clients intend to continue to seek an injunction against any further land clearing as well as an appeal of the portion of the Decision that wrongly denies them standing to seek enforcement of the Option. At the end of the day, we anticipate obtaining a court ruling consistent with the expressed will of the Town that all of the Forestland shall and must be preserved.

For all of these reasons, once again we urge the Select Board to act in accordance with the unanimous Town Meeting vote and acquire all of the Forestland. It is the right thing to do. Please forward this letter to the Select Board. We would be glad to discuss this matter further by Zoom, in person, and/or at a public meeting.

Very truly yours,

/s/ David E. Lurie
David E. Lurie

Enclosures
cc: Harley C. Racer, Esq.
Clients
Hopedale Conservation Commission
Hopedale Water and Sewer Commission
Hopedale Finance Committee
Diana Schindler

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

SUPERIOR COURT
CIVIL ACTION
NO. 2185CV00238

ELIZABETH REILLY and others[1]

vs.

TOWN OF HOPEDALE and others[2]

MEMORANDUM OF DECISION AND ORDER ON CROSS-MOTIONS FOR JUDGMENT ON THE PLEADINGS

The plaintiffs, eleven taxpayers residing in the Town of Hopedale ("Town"), have sued the Town and two members of its Board of Selectmen ("Board") (collectively "Town") as well as John Delli Priscoli, Michael Milanosky, One Hundred Forty Realty Trust ("Trust"), and Grafton & Upton Railroad Company ("G&U") (collectively, "Railroad Defendants"). The plaintiffs allege that the Board exceeded its authority when it approved a Settlement Agreement with the Railroad Defendants involving forestland protected under G. L. c. 61. The plaintiffs seek an injunction preventing the Board from purchasing land as set forth in the Settlement Agreement (Count I); a declaration of Town's rights pursuant under G. L. c. 61, § 8 and an order enforcing those rights against the Railroad Defendants (Count II); and a declaration that certain property at issue in the Settlement Agreement is protected parkland under to art. 97 of the Amendments to the Massachusetts Constitution (Count III).

The Railroad Defendants now move for judgment on the pleadings as to Count II (the only count against them), and the plaintiffs and the Town Defendants both move for judgment on

[1] Carol J. Hall, Donald Hall, Hilary Smith, David Smith, Megan Fleming, Stephanie A. McCallum, Jason A. Beard, Amy Beard, Shannon W. Fleming, and Janice Doyle

[2] Louis J. Arcude III, Brian R. Keyes, Jon Delli Priscoli, and Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company

Entered and Copies Mailed 11/10/21

the pleadings. After a hearing and review of the parties' submissions, the plaintiffs' motion is **ALLOWED** as to Court I and **DENIED** as to Counts II and III. The Railroad Defendants' motion is **ALLOWED** as to Count II, the only count against them. The Town Defendants' motion is **DENIED** as to Count I and **ALLOWED** as to Counts II and III. In addition, as set forth below, the court enters a Preliminary Injunction preventing the Railroad Defendants from carrying out any work on the contested forest land for a period of 60 days from the date of this order.

FACTUAL AND PROCEDURAL BACKGROUND

The following facts are taken from the allegations of the Complaint and the exhibits attached thereto, with some facts reserved for later discussion. The Trust owns slightly more than 155 acres of property at 364 West Street in Hopedale ("Property") of which 130.18 acres are classified as forest land under to G.L. c. 61 and 25.06 acres are classified as wetlands. The Property is contiguous with the Hopedale Parklands, a 279-acre recreational and conservation park owned by the Town.

On June 27, 2020, the Trust and G&U entered into a purchase and sale agreement for the Property. On July 9, G&U (on behalf of the Trust) sent the Town a Notice of Intent to purchase the Property for $1,175,000, as required by G.L. c. 61, § 8.[3] The Town promptly informed the Trust and G&U of its intent to exercise its statutory right of first refusal ("Option") to buy the Property on the same terms as the proposed sale to G&U. October 24, 2020, residents voted at a timely held Town Meeting to appropriate the necessary funds to exercise the Option. The Board then voted to exercise the Option, recorded notice of its exercise at the Registry of Deeds, and

[3] As described in more detail below, municipalities have the right of first refusal when an owner of forest land protected under Chapter 61 plans to sell the land for residential, commercial, or industrial use.

sent the Trust and G&U notice that it had exercised the Option along with a proposed purchase and sale agreement.

On October 7, 2020, the lawyer now representing the Railroad Defendants notified the Town that the Trust was withdrawing its Notice of Intent. Around the same time, G&U purchased the "beneficial interest" in the 130.18 acres of forest land for the same price as contemplated in the purchase and sale agreement without giving the Town any Notice of Intent under G. L. c. 61, § 8.[4] G&U President Jon Delli Priscoli and G&U chief executive officer Michael Mr. Milanosky were appointed as the new trustees of the Trust. G&U then began clearing the Property of trees.

On October 28, 2020, the Town sued the Railroad Defendants in Massachusetts Land Court,[5] seeking (1) a declaratory judgment that the Town's Option remained valid, and (2) an injunction against further land clearing by G&U. The Land Court denied the Town's motion for a preliminary injunction, finding that on the limited facts before it the court could not conclude that the Option had ripened. The Land Court accepted the Railroad Defendants' representation that they would not continue to clear the land during the pendency of the case and ordered the Town and the Railroad Defendants to engage in mediation. In the meantime, G&U filed a declaratory petition with the Surface Transportation Board ("STB"), seeking federal preemption of the Town's Option to purchase the forest land and its statutory right to acquire the wetlands by eminent domain.

In February 2021, the Town and the Railroad Defendants entered into the Settlement Agreement ("Agreement") resolving Land Court action and G&U's STB petition. The Railroad Defendants agreed to sell the Town 40 acres of the Property's 130.18 acres of forest land and the

[4] G&U also purchased the 25-acre wetlands for $1.00

[5] *Town of Hopedale* v. *John Delli Priscoli, Trustee of the One Hundred Forty Realty Trust*, 20-MISC-0467

full 25.06 acres of wetlands for $587,500. The Railroad Defendants also agreed to donate to the Town a separate parcel of 20 acres located at 363 West Street in Hopedale. The donation was subject to Town Meeting approval. In return, the Town agreed to waive its Option with respect to the remaining 90 acres of forest land. On February 10, 2021, the Town and the Railroad Defendants filed a Stipulation of Dismissal in the Land Court action.

On March 3, 2021, the plaintiffs filed the Verified Complaint in this action and sought a preliminary injunction preventing the Town from making any expenditures pursuant to the Settlement Agreement. On March 11, the court (Frison, J.) denied the plaintiffs' motion for preliminary injunction. The plaintiffs appealed. On April 8, the Single Justice of the Appeals Court (Meade, J.) issued an order allowing the plaintiffs' motion for preliminary injunction. Despite the injunction, G&U apparently resumed cutting trees on the forest land, prompting the plaintiffs to seeks an injunction preventing alteration of the forest land. By order dated September 24, 2021, the court enjoined the Railway Defendants from any "further alteration or destruction of the 130.18 acres of forest land" pending further order of the court. The Railway Defendants appealed that order to a single justice of the Massachusetts Court of Appeals, who has justice declined to intervene.

DISCUSSION

"A defendant's rule 12(c) motion [for judgment on the pleadings] is 'actually a motion to dismiss . . . [that] argues that the complaint fails to state a claim upon which relief can be granted.'" *Jarosz* v. *Palmer*, 436 Mass. 526, 529 (2002), quoting J.W. Smith & H.B. Zobel, Rules Practice § 12.16 (1974). "In deciding a rule 12(c) motion, all facts pleaded by the nonmoving party must be accepted as true." *Id.* at 529-30. The court "draws [its] facts from the well pleaded allegations of the complaint and the admissions or failures of denial presented by

the answer." *Ridgeley Mgmt. Corp.* v. *Planning Bd. of Gosnold*, 82 Mass. App. Ct. 793, 797 (2012). Judgment on the pleadings is appropriate when, as here, "there are no material facts in dispute on the face of the pleadings." *Clarke* v. *Metro. Dist. Comm'n*, 11 Mass. App. Ct. 955, 956 (1981).

A. Scope of the Board's Settlement Authority (Count I)

General Laws c. 61, § 8, provides that "[l]and taxed under this chapter shall not be sold for, or converted to, residential, industrial or commercial use . . . unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use." Once notice is provided, "the city or town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land." G.L. c. 61, § 8. In order to exercise this option, the Town must hold a public hearing, mail notice to the landowner (including a proposed purchase and sale agreement), and record the exercise of the option in the registry of deeds.

Separately, G.L. c. 40, § 14, allows the "selectmen of a town . . . [to] purchase . . . any land, easement or right therein within the city or town . . . ." However, "no land, easement or right therein shall be taken or purchased under this section unless the taking or purchase thereof has previously been authorized . . . by vote of the town . . . ." G.L. c. 40, § 14.

In this case, it is undisputed that the Town attempted to carry out the steps necessary to exercise its Option with respect to the 130.18 acres of forest land pursuant to Chapter 61. To that end, it held a Town Meeting on October 24, 2020, at which it placed before town residents several Articles for a vote. Article 3 stated in pertinent part:

> "To see if the Town will vote to acquire, by purchase or eminent domain, certain property, containing 130.18 acres, more or less, located at 364 West Street . . . and in order to fund such acquisition, raise and appropriate . . . [$1,175,000] . . . said property being acquired pursuant to a right of first refusal in G.L. c. 61, § 8."

The motion carried with a unanimous vote. Article 5 stated in pertinent part: "To see if the Town will vote to take by eminent domain . . . the land located at 364 West Street which is not classified as forest land under Chapter 61 of the General Laws, consisting of 25.06 acres, more or less" and to borrow up to $25,000 to fund the acquisition. That motion also carried unanimously.

The Town Defendants concede that G.L. c. 40, § 14, provides the sole basis for the Board's authority to acquire virtually any real property and to appropriate funding for such acquisition. They argue, however, that the Town Meeting's appropriation of funds represents an upper limit on spending: that is, that the Board had discretionary authority to acquire any portion of the Property up to the full 155 acres, for any price up to $1,175,000 for the 130.18 acres of forest land and up to $25,000 for the 25.06 acres of wetlands.

For this proposition, the Town Defendants rely on *Russell* v. *Town of Canton*, 361 Mass. 727 (1972). There, the town meeting was presented with an article pursuant to G.L. c. 40, § 14, to take by eminent domain "20 acres, more or less" of property owned by the plaintiff landowners. *Id.* at 728. The town meeting voted unanimously to take "approximately 18 acres" and to appropriate $36,000 for that purpose. The Canton board of selectmen ultimately took only 15.25 acres, paying the plaintiff landowners $30,500 and leaving them with a 1.5 acre lot. In setting forth the factual background if its decision, the court highlighted the town superintendent's testimony that the leftover 1.5-acre lot "was all rock," which "rose rapidly as solid ledge . . . to a point about 80 feet from the street, and some twenty feet higher than the street, and then sloped off to the rear of the property" and that creating roadway access across the lot to the rest of the property "would require the removal of 1,000 cubic yards of ledge," presumably at significant cost to the town. *Id.* at 729.

The court rejected the plaintiffs' argument that the town meeting authorized only the taking of their whole 16.75 acres, not the 15.25-acre subset, explaining: "[neither] the warrant or the vote of the town . . . expressly limits the power of the board to a taking of the entire parcel owned by the plaintiffs. Rather, each purports to estimate the area authorized to be taken, the warrant by the words '20 acres, more or less,' and the vote by the words 'approximately 18 acres.' Both estimates exceeded the area which the plaintiffs actually owned at the time, viz. 16.75 acres." *Id.* at 732. Because "the 15.25 acres covered by the board's taking [were] admittedly included in and a part of the parcel described by more general language in the warrant and the town vote," the board had discretion to take only that lesser portion. *Id.*

This case is different. Unlike the warrant and vote in *Russell*, here the area to be taken was precisely defined. Although the documents used the term of art "more or less," both set forth precise acreage: "130.18 acres more or less of forest land: and "25.06 acres, more or less" of other property. Together those portions constitute the exact recorded acreage of the Property. In addition, unlike in *Russell*, the Board's actions here represent a substantial departure from the original Town Meeting authorizations. In *Russell*, the Canton board of selectmen took nearly all of the land authorized by the town meeting. In contrast, here the Board settled for less half of the Property, which was a substantial deviation from the acquisition authorized by the Town Meeting.[6]

[6] Although the Town Defendants point out that they are acquiring 85 acres under the Settlement Agreement (slightly less than half the area of the Property) for $587,500 (half the contemplated purchase price for the 130-acre forest land area), only 65 acres of that is part of the Property and only 40 of those 64 acres are forest land. The remaining 20 acres was to be donated by the Railroad Defendants from a separate parcel – which donation, notably, the Settlement Agreement itself states is subject to Town Meeting approval because it represents an acquisition of land not previously authorized pursuant to G.L. c. 40, § 14. Correspondence about the original sale by the Trust to G&U reflects that G&U was to pay $1,175,000 for the entire 155 acres of the Property; under the terms of Article 3 and Article 5, the Town would have paid slightly more - $1.2 million in total ($1,175,000 for the forest land and $25,000 for the wetlands).

Moreover, the Chapter 71 Option referenced in Article 3 can only be exercised according to the terms of the triggering purchase and sale agreement between the Trust and G&U. The Town may not materially alter those terms by exercising the Option only as to part of the land. See *Town of Franklin* v. *Wylie*, 443 Mass. 187, 195-196 (2005) ("to meet the purchasers' bona fide offer, the town was required to purchase the land on substantially the same terms and conditions as presented in [that] agreement"). In contrast, *Russell* addressed a general taking under eminent domain. These distinctions preclude analogy to *Russell*'s narrow holding, in which the court took care to state that "*on the limited facts of this case*, we hold that the board's taking was authorized by the town vote and was in all respects valid" (emphasis added). *Russell*, 361 Mass. at 732.

In sum, while the Town Defendants are correct that the G.L. c. 61, § 8, does not permit the plaintiffs to force the Board to exercise the Town's Option in the first instance, the statute does not allow the Board to acquire land without Town Meeting approval. Once the Board elected to exercise the Option and obtained a precisely worded authorization to acquire specific land pursuant to specific rights, it was bound by the terms of that authorization. Therefore, the Board exceeded its authority when it entered into the Settlement Agreement without Town Meeting authorization.

This is not, however, to suggest that settlement of the Land Court case could never be proper. As a general rule, select boards empowered to act as a town's agents in litigation are likewise empowered to settle such claims. See *George A. Fuller Co.* v. *Com.*, 303 Mass. 216, 222 (1939), citing *Jones* v. *Inhabitants of Natick*, 267 Mass. 567, 569 (1929) ("It is in the power of towns to settle claims which may be made upon them arising out of their administration of their municipal affairs"); *Campbell* v. *Inhabitants of Upton*, 113 Mass. 67, 70 (1873) (municipal

capacity to sue or be sued includes "consequently [the capacity] to submit to arbitration"). Nothing in the language of G.L. c. 61, § 8, or related case law bars a town from settling a claim simply because that claim arises out of the town's attempt to invoke a first refusal option. Indeed, as Justice Meade pointed out in granting the plaintiffs' motion for a preliminary injunction in this very case, "a town vote authorizing the select board to purchase any or all of the land at issue . . . would render the transaction lawful." The sole impediment to execution of the Settlement Agreement is that the Board failed to obtain prior authorization from the Town Meeting as required by G.L. c. 40, § 14.

For these reasons, the plaintiffs' motion for judgment on the pleadings is allowed as to Count I and the Town Defendants' cross-motion is denied as to Count I.

B. Enforcement of the G.L. c. 61, § 8, Option (Count II)

In Count II, the plaintiffs go further by requesting a declaration that the Town validly exercised the Option. They ask the court to order the Railroad Defendants to sell the Property to the Town according to the terms of the Town's October 2020 proposed purchase and sale agreement. The plaintiffs lack standing to seek this relief. Although G.L. c. 40, § 53, gives any ten taxpayers a right of action to prevent a municipality from illegally spending or raising funds, as in Count I, it does not follow that they have a right of action to compel the Town to spend funds. Similarly, G.L. c. 214, § 3(10), creates a ten-taxpayer right of action to "enforce the purpose or purposes of any . . . conveyance which has been . . . made to and accepted by any . . . town . . . for a specific purpose or purposes." At issue here, however, is not whether the Town illegally altered the use of property conveyed to it for a specific purpose; rather the plaintiffs seek to compel the Town to carry out a conveyance in the first instance. This is plainly beyond the scope of § 3(10).

Moreover, as the Town Defendants correctly note, the power to exercise the Option rests solely with the Board and not with the Town Meeting. See G.L. c. 61, § 8. "Although G.L. c. 40, § 14, requires that . . . [a] taking be authorized by a vote of the town, it vests the power to make the taking in the selectmen of the town. ... If the selectmen, being authorized by the town to make a taking, do not make it, the decision is not judicially reviewable as to its wisdom." *Russell*, 361 Mass. at 731. Therefore, it lies within the Board's sole discretion to determine whether to seek Town Meeting approval for the Settlement Agreement, to renew its attempts to enforce the Option, or to do neither. For all of the foregoing reasons, the plaintiffs' motion for judgment on the pleadings is denied as to Count II; the Town Defendants' cross-motion for judgment on the pleadings is allowed as to Count II; and the Railroad Defendants' motion for judgment on the pleadings as to Count II is allowed.

C. Statutory Environmental Protections (Count III)

Finally, the plaintiffs seek a declaration that the 130.18 acres of forest land within the Property are protected parkland under art. 97 of the Amendments to the Massachusetts Constitution. Art. 97 provides that land dedicated as parkland "shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court." See *Smith* v. *City of Westfield*, 478 Mass. 49, 55 (2017). The basis for this declaration, the plaintiffs contend, is the language in Article 3 specifying that the Town would acquire the 130 acres, pursuant to the Option, for the purpose of "maintain[ing] and preserv[ing] said property and the forest, water, air, and other natural resources thereon for the use of the public for conservation and recreation purposes."

This argument, however, puts the cart before the horse: while Article 3 *authorized* the Town to expend funds to acquire the forest land for a particular purpose, that authorization did

not by itself complete the acquisition of the property at issue. Were it otherwise, G.L. c. 61, § 8, would not need to specify that a town exercising its statutory first refusal option must include with its notice of exercise "a proposed purchase and sale contract or other agreement between the city or town and the landowner" to be executed within 90 days. No such purchase and sale contract was executed in this case because the Railroad Defendants challenged whether the Town had validly exercised the Option. The notice of exercise of the Option recorded in the Registry of Deeds was signed only by the Board of Selectmen, on behalf of the Town, and not by the Trust. Accordingly, the Town never acquired the 130 acres of forest land in the first instance, much less dedicated it as parkland pursuant to art. 97. The plaintiffs' motion for judgment on the pleadings is therefore denied as to Count III and the Town Defendants' cross-motion is allowed as to Count III.

D. Injunction

The court acknowledges that there has been substantial litigation before the Land Court, this court, and the Appeals Court over whether the Railroad Defendants may continue clearing and other site work during the pendency of litigation related to the Property. Although this judgment on the pleadings, effectively ends this litigation, the court is mindful of the Railroad Defendants' attempt to circumvent the Chapter 61, § 8, process by purporting to acquire only the "beneficial interest" in the forest land while undertaking the same commercial operations that Chapter 61 allows municipalities to preclude. See *Goodwill Enters., Inc. v. Garland*, 2017 WL 4801104 at *8 (Mass. Land Ct., Oct. 20, 2017) (contractual right of first refusal triggered by alienation of beneficial interest in property). Moreover, the court cannot ignore (1) the Railroad Defendants' initiation of clearing operations after the Town issued a notice of intent but before it

could hold a Town Meeting to appropriate funds to exercise the Option; and (2) its resumption of clearing operations while the Appeals Court's injunction remained in place.

Therefore, the court finds it appropriate to issue continue the temporary injunction barring the Railroad Defendants from conducting clearing or other site work on the Property for a limited period of time sufficient to allow the Town to decide whether to seek the Town Meeting authorization necessary to validate the Settlement Agreement or to take the necessary steps to proceed with its initial decision to exercise the Option for the entire Property. While G.L. c. 40, § 14, does not provide any particular time period in which a town must hold a town meeting to authorize the acquisition of land, the Legislature has expressed a view on the appropriate time frame for such matters in G.L. c. 61, §8, which gives a town 120 days to exercise its first refusal option. Because the decision now before the Town is more limited in scope, however, a shorter period of 60 days is appropriate for this temporary injunction.

Therefore, the Railroad Defendants are enjoined from carrying out any clearing or other site work on the Property for a period of 60 days following the issuance of this decision.

ORDER

For the foregoing reasons:

1) Defendants, Jon Delli Priscoli, Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company Motion for Judgment on the Pleadings as to Count II of Plaintiffs' Verified Complaint is **ALLOWED.**

2) Plaintiffs' Motion for Judgment on the Pleadings is **ALLOWED** as to Count I and **DENIED** as to Counts II and III.

3) The Town of Hopedale and Hopedale Board of Selectmen's Cross-Motion for Judgment on the Pleadings is **DENIED** as to Count I and **ALLOWED** as to Counts II and III.

4) It is further **ORDERED** that Jon Delli Priscoli, Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company are enjoined from

carrying out any clearing or other site work on the Property for a period of 60 days following the issuance of this decision.

Karen L. Goodwin
Justice of the Superior Court

DATED: November 4, 2021

EXHIBIT B

51002 SERVICE DATE – NOVEMBER 3, 2021
DO

SURFACE TRANSPORTATION BOARD

DECISION

Docket No. FD 36518

GRAFTON AND UPTON RAILROAD COMPANY—
PETITION FOR DECLARATORY ORDER

Decided: November 3, 2021

On May 13, 2021, Grafton and Upton Railroad Company (Grafton & Upton), a Class III rail carrier, filed a petition for declaratory order asking the Board to find any state or local law that would prevent Grafton & Upton from closing two private grade crossings (the Crossings) across its line in the Town of Hopedale, Mass. (the Line), to be preempted pursuant to 49 U.S.C. § 10501. (Pet. 2.)

Grafton & Upton states that it removed the Crossings in connection with certain upgrades it made to its track on either side of a railroad bridge near its yard in Hopedale. (Id. at 5.) It argues that restoration of the Crossings would unreasonably interfere with its "existing and future rail operations" and raise safety concerns.[1] (Id. at 2.) Therefore, Grafton & Upton submits that any effort by Hopedale Properties, LLC (Hopedale Properties), whose property is bisected by Grafton & Upton's line, to rely on state and local laws to prevent Grafton & Upton from closing the Crossings should be preempted pursuant to 49 U.S.C. § 10501. (Pet. 2.)

Hopedale Properties replied on July 16, 2021, arguing that it holds an easement over Grafton & Upton's right-of-way that gives it the right to maintain the Crossings that Grafton &

[1] Grafton & Upton states that it maintains and operates the Hopedale yard and is improving it to handle an increased volume of rail business resulting from a recent lease agreement with CSX Transportation, Inc. (CSXT), pursuant to which Grafton & Upton will operate an 8.4-mile section of CSXT's line. (Pet. 3-4); see also Grafton & Upton R.R.—Acquis. & Operation Exemption—CSX Transp., Inc., FD 36444 (Oct. 14, 2020). Further, Grafton & Upton states that, as part of these improvements, it has focused on improving the Line on either side of the railroad bridge that crosses the Mill River. (Pet. 4.) It represents that it will no longer be possible to keep the Crossings open because of the engineering standards required for track within 100 feet of a railroad bridge. (Id. at 5.) Grafton & Upton also states that closing the Crossings will reduce the risk of injury to pedestrians, (id. at 6), eliminate the need to provide flagging protection, (id. at 5), and allow Grafton & Upton to perform brake tests on its trains without having to separate the trains into different sections. (Id.) Because of these operational and safety concerns that Grafton & Upton alleges would result from restoring the Crossings in their previous locations, Grafton & Upton argues that any state action that would require it to restore the Crossings should be preempted by 49 U.S.C. § 10501.

Upton removed. (Hopedale Props. Reply 4.) Hopedale Properties represents that the right-of-way was conveyed to Grafton & Upton by a predecessor to Hopedale Properties subject to the easement. (Id. at 2, 4.) Hopedale Properties alleges that, by removing the Crossings, Grafton & Upton violated Hopedale Properties' rights pursuant to that easement.[2] (Id. at 5.) Hopedale Properties argues that the Board should deny the Petition and allow the parties to resolve their property dispute in a related state court proceeding, (see id. at 1-2, 8) in which Hopedale Properties and two other entities filed a complaint in Massachusetts Superior Court, Worcester County, seeking, among other things, the restoration of the Crossings. (See id., Ex. A.) In that complaint, Hopedale Properties presented to the court its argument that Grafton & Upton violated Hopedale Properties' rights pursuant to the easement when it removed the Crossings and by refusing to restore them. (Id., Ex. A, at 16-17.)

On July 28, 2021, Grafton & Upton filed a response to Hopedale Properties' Reply, asserting that it was unaware of the easement cited by Hopedale Properties but arguing that, regardless of the easement, the record makes clear that restoration of the Crossings would create an unreasonable burden on rail transportation and, therefore, any state action that would require Grafton & Upton to restore the Crossings should be preempted. (Grafton & Upton Reply 6-7.)

Hopedale Properties filed a sur-reply on September 7, 2021,[3] arguing that Grafton & Upton's knowledge of the easement is immaterial to the dispute. (Hopedale Props. Sur-Reply 1-2.) Moreover, Hopedale Properties maintains that Grafton & Upton "has failed to show that it has suffered any interference, let alone substantial impediments, to its operations." (Id. at 3.) Hopedale Properties reiterates its request that the Board deny the Petition and allow the state court to decide the parties' dispute in the related state court action.

DISCUSSION AND CONCLUSIONS

Under 5 U.S.C. § 554(e) and 49 U.S.C. § 721, the Board may issue a declaratory order to terminate a controversy or remove uncertainty. See Bos. & Me. Corp. v. Town of Ayer, 330 F.3d 12, 14 n.2 (1st Cir. 2003); Intercity Transp. Co. v. United States, 737 F.2d 103 (D.C. Cir. 1984); Delegation of Auth.—Declaratory Ord. Proc., 5 I.C.C.2d 675 (1989). For the reasons explained below, this proceeding will be held in abeyance pending resolution of the ongoing state court litigation.

Grafton & Upton seeks a declaration from the Board that any state or local law that would prevent Grafton & Upton from permanently closing the Crossings are preempted by

[2] According to Hopedale, "the only direct way to access" several of the parcels of its property is by use of the private grade crossing northwest of the Mill River. (Hopedale Props. Reply 3.) And the "only way to access" two other parcels from the rest of the Property is by using the private grade crossing just east of the Mill River. (Id.)

[3] Under 49 C.F.R. § 1104.13(c), a reply to a reply is not permitted; however, in the interest of a complete record, Grafton & Upton's reply and Hopedale Properties' sur-reply will be accepted into the record. See City of Alexandria, Va.—Pet. for Declaratory Ord., FD 35157, slip op. at 2 (STB served Nov. 6, 2008) (allowing reply to reply "[i]n the interest of compiling a full record").

49 U.S.C. § 10501(b). However, resolution of this dispute appears to be contingent upon the interpretation of an easement that Hopedale Properties allegedly has over Grafton & Upton's right-of-way. As the Board has explained, a court is typically the more appropriate forum for interpreting contracts and resolving state property law disputes. See, e.g., V&S Ry.—Pet. for Declaratory Ord.—R.R. Operations in Hutchinson, Kan., FD 35459 (STB served July 12, 2012) (question about property rights should be decided by the district court applying state property and contract law); Allegheny Valley R.R.—Pet. for Declaratory Ord.—William Fiore, FD 35388 (STB served Apr. 25, 2011) (questions concerning size, location, and nature of property rights are best addressed by a state court). Here, what rights Hopedale Properties has, if any, with regard to the Crossings pursuant to the claimed easement is before the Superior Court of the Commonwealth of Massachusetts, Worcester County. (Hopedale Props. Reply 1.) And the court is the more appropriate forum to decide that issue.

While Hopedale Properties has asked that Grafton & Upton's petition for declaratory order be denied, the proceeding instead will be held in abeyance. Abeyance is appropriate where it would promote efficiency and not be fundamentally unfair to any party. E.g., N. Am. Freight Car Ass'n v. Union Pac. R.R., NOR 42144 et al., slip op. at 3 (STB served Mar. 31, 2017). Abeyance would promote efficiency here because resolution by the state court of the parties' rights under the easement could moot the need for the declaratory order, or, at the least, would inform the preemption analysis.[4]

Abeyance would not be fundamentally unfair to any party here because obtaining answers to the state property law issues and contractual questions would allow a more complete and accurate adjudication of the preemption dispute between the parties. Accordingly, this proceeding will be held in abeyance pending a decision from the state court. To ensure that the Board remains informed regarding the progress of the state court litigation, the parties will be directed to submit any decision by the court regarding the merits of any of the claims in the case (or any other decision relevant to this proceeding) within 5 days of its issuance.

It is ordered:

1. Grafton & Upton's reply and Hopedale Properties' sur-reply are accepted into the record.

2. The proceeding is held in abeyance pending further Board order.

3. The parties are directed to submit any merits decision or any other relevant decision by the court within 5 days of its issuance.

[4] Furthermore, issues involving federal preemption under § 10501(b) can be decided either by the Board or the courts in the first instance as "both the Board and the courts have concurrent jurisdiction to determine preemption." Brookhaven Rail Terminal—Pet. For Declaratory Ord., FD 35819, slip op. at 4 (STB served Aug. 28, 2014). Given the confluence of issues here—state property law, safety standards, and preemption—the state court may decide to address all of the issues together itself or refer the preemption issue back to the Board.

4. This decision is effective on its service date.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.

Exhibit 4

Christopher, Hays, Wojcik & Mavricos, LLP

STUART A. HAMMER
ARTHUR J. GIACOMARRA
DONALD C. KEAVANY, JR.
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November 15, 2021

VIA EMAIL ONLY
Brian Riley, Esq.
KP Law
101 Arch Street, 12th Floor
Boston, MA 02110

RE: Elizabeth Reilly et al
VS: Town of Hopedale, et al
WOCV 2085CV00238D

Dear Brian:

I received a copy of a letter dated November 12, 2021 from Attorney Lurie to you regarding the Superior Court's November 10, 2021 decision in the above-captioned case. As you no doubt recognized, Attorney Lurie's letter is fraught with his typical gross mischaracterizations and baseless threats.

Only Attorney Lurie and his clients could interpret last week's decision and judgment as anything other than an overwhelming defeat. There is no dispute that the Superior Court categorically rejected the plaintiffs' claims on Counts II and Count III of the Complaint. All that is left standing is Count I which enjoins the Town of Hopedale from spending money to acquire the property that is described in the Settlement Agreement that was negotiated in the Land Court case, which was dismissed with prejudice in February 2021. As we have been saying since April, Count I goes no further than that. While we disagree with the Superior Court decision as it relates to Count I – let there be no mistake about what flows from the decision on Count I - the only option available to the Town of Hopedale is to do what Justice Meade hinted at in April – and that is for the Town of Hopedale to schedule a Special Town Meeting to appropriate a sum of money to acquire the property described in the Settlement Agreement.

As you know, Attorney Lurie's letter continues his habit of consistently and purposefully publishing misleading "interpretations" of decisions issued in this case, starting with the whopper that the Single Justice's April 2021 Decision ended the case in favor of the plaintiffs on all counts. As demonstrated by the trial court decision last week – Attorney Lurie was flat-out wrong in that regard. Attorney Lurie claimed that the subject property was forestland, even though it had never been owned by the Town. He was wrong about that. I understand his clients have engaged in this practice over the weekend, claiming victory in spite of the trial court's outright rejection of Counts

II and III of their Complaint, and the clear limitations of the judgment in Count I. This is very unfortunate as such unfounded and intentionally misleading proclamations as to the effect of the judgment that entered are likely to confuse town residents, which may have very grave consequences. It is incredible that these 10 taxpayers are telling residents they won the case, when in reality, their attempts to dictate how a Select Board governs were unquestionably rejected. The only fact they seem prepared to acknowledge is that the case is over.

With respect to Count II, Attorney Lurie claims that the Board "would violate their duties to the public" if it does not attempt to acquire all of the subject land. This is absolutely false, as Judge Goodwin decided (and Attorney Lurie had to begrudgingly acknowledge) that the decision to exercise a G.l. c. 61 option is within the sole discretion of the Board (and the Board has previously released and waived any such rights). It is also false for Attorney Lurie to claim that the Court "ma[de] clear that the Select Board now has the ability to proceed to acquire all 130 acres of Forestland…". There is no ability of the Select Board to initiate steps to exercise a c. 61 right of first refusal that was dismissed with prejudice, waived, and released seven months ago. Attorneys Lurie knows that, and I expect he has advised his clients of that undisputed fact and reality.

Let me re-emphasize the last point in the preceding paragraph. The Town has no lawful means to take any step, or steps to acquire any land beyond the land described in the Settlement Agreement. Chapter 61 does not provide a legal basis, the October 2020 Special Town Meeting does not provide a legal basis, and Judge Goodwin's decision does not provide a legal basis. Again, as last week's decision and judgment make clear – the only party that could have brought such a claim was the Select Board and the Select Board did just that in October 2020 by filing a lawsuit in the Land Court, asserting these very same c. 61 rights. The lawsuit was defended, mediated, settled by vote of the Select Board, and dismissed with prejudice in February 2021. Whatever c. 61 rights the Select Board believed it possessed with respect to the land at issue in this case were waived and released in a fully enforceable Settlement Agreement that was negotiated with the assistance of former Land Court Justice Leon Lombardi in January 2021.

I try not to over-react to Attorney Lurie's bluster, but his offer to represent the Town in future proceedings against the Railroad (after suing the Town in this action and in the 2018 lawsuit involving the Draper Mill URP), coupled with his threat to defeat any attempt by the Town to authorize acquisition of the portion of land subject to the Settlement Agreement, is troubling. Here Attorney Lurie seeks to impose his own will (or that of some of his clients) on the Select Board and the Town of Hopedale as a whole, and does so by attempting to force the Town into an all or nothing choice. Obviously, acquisition of significant acreage of the land in addition to other valuable consideration provided by the defendants is much better for the Town than acquisition of none of the land. But Attorney Lurie seeks to take that option off the table from the outset. How would that be effective, zealous representation of the Town? It clearly would not be. The misguided litigation brought by the ten taxpayers against the Town and my clients was doomed from the start due to lack of standing and had absolutely no chance of success. Unless, of course, success is defined not by prevailing in litigation but by requiring the Town to divert resources needed for education and public safety to defending such meritless claims.

Attorney Lurie threatens the Town with further litigation in the form of an appeal if his clients' unrealistic, baseless and fanciful demands are not met. Attorney Lurie knows that the only Count that would be subject to any serious review on appeal would be Count I. I expect that if the plaintiffs were duped into filing an appeal of the judgment that entered on Counts II and III, the Town would be forced into cross-appealing the judgment that entered on Count I. A further appeal does not benefit the Town, or its residents.

In the unlikely event that these ten taxpayers and their supporters advocate against the approval of an Article (or Articles) at a Special Town Meeting to appropriate money to acquire the land (and accept donated land) described in the Settlement Agreement, and they are successful in that endeavor, as Justice Meade stated in his April 8 Decision, the Town will unfortunately end up with nothing – it will end up with no land. I hope and expect that the ten-taxpayers and their supporters understand and appreciate this undisputed reality. That is not an outcome that my clients want. It is time for the posturing, bullying and chest-pounding to end. As I am sure your clients have informed you, the settlement agreement that was executed in February was subject to intense negotiations and hard-bargaining by both sides. After the first mediation session concluded on January 8, it appeared unlikely that there would be a resolution. With the assistance of Judge Lombardi, the parties were able to get a deal done. No one got everything they wanted in that settlement agreement, but the agreement is fair and reasonable to both sides, and more importantly, it is fully enforceable. G&U and the Trust continue to act consistent with their obligations under the Settlement Agreement, and they look forward to the Special Town Meeting vote to authorize (or not authorize) an appropriation allowing the Town to acquire the property described therein.

Please share this letter with the Select Board. If you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours

/s/ Donald C. Keavany, Jr.

Donald C. Keavany, Jr.

cc:

Ms. Diana Schindler, Hopedale Town Administrator (via email only)
Hopedale Conservation Commission
Hopedale Water and Sewer Commission
Hopedale Finance Committee
Clients

CLERK'S NOTICE

DOCKET NUMBER

2185CV00238

Trial Court of Massachusetts
The Superior Court

CASE NAME:
Reilly, Elizabeth et al vs. Town of Hopedale et al

Dennis P. McManus, Clerk of Courts

TO:
Brian Walter Riley, Esq.
KP Law, P.C.
101 Arch St
Boston, MA 02110

COURT NAME & ADDRESS
Worcester County Superior Court
225 Main Street
Worcester, MA 01608

You are hereby notified that on 11/30/2021 the following entry was made on the above referenced docket:

Endorsement on Motion of Defendants Town of Hopedale Board of Selectmen for Stay of Judgment provision (Emergency Assented to) (#47.0): AFFIRMED
e document sent 11/30/2021

Judge: Goodwin, Hon. Karen

DATE ISSUED	ASSOCIATE JUSTICE/ ASSISTANT CLERK	SESSION PHONE#
11/30/2021	**Hon. Karen Goodwin**	

CLERK'S NOTICE

DOCKET NUMBER

2185CV00238

Trial Court of Massachusetts
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CASE NAME:
Reilly, Elizabeth et al vs. Town of Hopedale et al

Dennis P. McManus, Clerk of Courts

TO:
Brian Walter Riley, Esq.
KP Law, P.C.
101 Arch St
Boston, MA 02110

COURT NAME & ADDRESS
Worcester County Superior Court
225 Main Street
Worcester, MA 01608

You are hereby notified that on 11/30/2021 the following entry was made on the above referenced docket:

Endorsement on Motion of Defendants Town of Hopedale Board of Selectmen for Stay of Judgment provision (Emergency Assented to) (#47.0): AFFIRMED
e document sent 11/30/2021

Judge: Goodwin, Hon. Karen

DATE ISSUED	ASSOCIATE JUSTICE/ ASSISTANT CLERK	SESSION PHONE#
11/30/2021	**Hon. Karen Goodwin**	

COMCAST

November 18, 2021

Board of Selectmen
Town of Hopedale
78 Hopedale Street
Hopedale, MA 01747

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2021, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

In addition to the price changes noted on the enclosed Customer Notice, customers subscribing to Performance Starter Internet at $54.95, which is no longer available for new subscriptions, will receive additional notice of a price change to this service from $54.95 to $59.95 per month as part of the letter accompanying their Customer Notice.

Lastly, effective December 31, 2021, NBC Sports Network (NBCSN) will cease operations.

We know you may have questions about these changes. If I can be of any further assistance, please do not hesitate to contact me at **Catherine_Maloney@cable.comcast.com**.

Very truly yours,

Catherine Maloney

Catherine Maloney, Sr. Manager
Government & Regulatory Affairs

Enclosure: Customer Notice

Important information regarding your Xfinity services and pricing

Effective December 20, 2021

Xfinity TV	Current	New
Limited Basic	$20.00	$21.00
Broadcast TV Fee	$18.60	$22.25
Franchise Costs		
Hopedale	$.11	$.13
Mendon	$.64	$.79
Regional Sports Fee	$10.75	$14.10
Expanded Basic	$47.27	$46.27
Choice TV Select	$30.00	$32.50
Choice TV Select - with TV Box	$37.50	$41.00
Entertainment	$15.00	$17.00
TV Box and Remote	$7.50	$8.50
TV Box	$7.10	$8.10
HD TV Box Limited Basic	$7.10	$8.10
HD TV Box and Remote Limited Basic	$7.50	$8.50
Service to Additional TV with TV Adapter	$7.50	$8.50

Xfinity Internet	Current	New
Performance - Xfinity Internet Service Only	$80.95	$83.95
Performance Pro - Xfinity Internet Service Only	$95.95	$98.95
Blast! - Xfinity Internet Service Only	$100.95	$103.95
Extreme Pro - Xfinity Internet Service Only	$105.95	$108.95
Gigabit - Xfinity Internet Service Only	$110.95	$113.95

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES

In our effort to better assist our municipal customers, we are writing once again to provide you with the **emergency reporting procedures** for certain outside plant and service problems.

In the event any **municipal building** experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please follow the steps detailed below:

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES
(Please note the XOC telephone number listed below IS NOT for public dissemination)

- **STEP 1 Call 1-877-359-1821** (24/7 – XOC)
- **STEP 2 Select Option # 1** - Municipalities, Utilities, Police & Fire
- **STEP 3 Prompted for Reason for call:**

  Option # 1 - Down Wires (will be prompted to enter zip code)

  Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4 Speak with Rep. and obtain job reference #**

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week. ***Once again, please note this telephone # IS NOT for public dissemination.***

November 23, 2021

Board of Selectmen
Town of Hopedale
78 Hopedale Street
Hopedale, MA 01747

Re: Programming Advisory

Dear Chairman and Members of the Board:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you that effective December 17, 2021, Fuse HD will be added to Digital Preferred Tier channel 1414, and FM HD will be added to More Sports & Entertainment Package channel 1638.

HD Technology Fee and IP-capable equipment are required to view the channels. A limited number of customers may still have older devices that do not support these channels and will not be able to view them until the devices are replaced.

Customers are receiving notice of these channel additions in their bill. Please feel free to contact me at **Catherine_Maloney@cable.comcast.com** should you have any questions.

Very truly yours,

Catherine Maloney

Catherine Maloney, Sr. Manager
Government Affairs

Town of Hopedale
NOV 29 2021
Board of Selectmen

THE COMMONWEALTH OF MASSACHUSETTS
STATE RECLAMATION & MOSQUITO CONTROL BOARD
CENTRAL MASSACHUSETTS
MOSQUITO CONTROL PROJECT
111 Otis Street, Northborough, MA 01532 - 2414
Telephone (508) 393-3055 • Fax (508) 393-8492
www.cmmcp.org

COMMISSION CHAIRMAN
RICHARD DAY

EXECUTIVE DIRECTOR
TIMOTHY D. DESCHAMPS

TO: MA Secretary of State, MA Administration & Finance, State Reclamation & Mosquito Control Board, CMMCP member City/Town Clerks & Boards of Health

FROM: Central Massachusetts Mosquito Control Project
Timothy D. Deschamps, Executive Director

RE: 2022 Commission meeting dates

Date: November 20, 2021

This notice is provided in accordance with the Massachusetts Open Meeting Law M.G.L. c.30A. Please be advised the Central Mass. Mosquito Control Project's Board of Commission will meet at 11:00am on the following dates.

Town of ...ale
... 021
... Selectmen

- ★ January 12
- ★ February 9
- ★ March 9
- ★ April 13
- ★ May 11
- ★ June 8
- ★ July 13
- ★ August 10
- ★ September 14
- ★ October 12
- ★ November 9
- ★ December 14

NOTE: Some or all of these meetings will be held remotely pursuant to Senate Bill No. 2475, which was signed into law by Governor Baker on June 16, 2021. Each posted agenda will have specific information regarding the meeting location or call-in information.

Any changes to this schedule will be made following the rules outlined in M.G.L. c. 30A or other applicable laws.

Pursuant to 940CMR 29.03(1)(c), meeting notices for the CMMCP Board of Commission will be placed on the CMMCP website at this location: http://www.cmmcp.org/cmmcp-board-commission at least 48 hours in advance excluding Saturdays, Sundays and legal holidays. This notice will include the same content as required by 940 CMR 29.03(1)(b).

Town of Hopedale
NOV 29 2021
Board of Selectmen

cc: CMMCP Board of Commission

LURIE FRIEDMAN LLP

ONE MCKINLEY SQUARE
BOSTON, MA 02109

HARLEY C. RACER

617-367-1970
hracer@luriefriedman.com

November 23 2021

BY EMAIL AND U.S. MAIL

Meredith Slesinger, Rail Administrator
James Eng, Deputy Rail Administrator
MassDOT

Re: Grafton & Upton Railroad Company's IRAP Application

Dear Ms. Slesinger and Mr. Eng:

This firm represents First American Realty, Inc. and Hopedale Properties, LLC (together "First American") in relation to the Grafton & Upton Railroad Company's ("GURR") July 15, 2020 application for state funds through Massachusetts' Industrial Rail Access Program ("IRAP"). We write to follow up on our letter dated August 5, 2021, wherein we requested that MassDOT, pursuant to its guidelines, request supplemental information and written clarifications from GURR regarding the unilateral and illegal obstruction of two private rights of way across the railroad tracks and the subsequent litigation that has commenced in two venues. I note that while we did receive public records responsive to the public records request included in my August 5, 2021 letter, we have not received any substantive update on the status of our request for an investigation.

To update MassDOT on the status of the dispute, on November 3, 2021, the Surface Transportation Board ("STB") issued a decision on GURR's petition for a declaratory order. A copy of the Decision is included herewith. The STB held that "a court is typically the more appropriate forum for interpreting contacts and resolving state property law disputes" and that "what right Hopedale Properties has, if any, with regard to the Crossings pursuant to the claimed easement is before the Superior Court of the Commonwealth of Massachusetts, Worcester County . . . [a]nd the court is the more appropriate forum to decide that issue." STB Decision, p. 3. Following the STB's decision, the Superior Court denied GURR's Motion to Stay State Court Proceedings While Surface Transportation Board Adjudicates Previously Filed Petition for Declaratory Relief, ruling that "this court is the proper forum for adjudication of the claims pled here."

As the rights of way remain subject to litigation, please let us know what MassDOT has done to investigate the statements certified by Mr. Milanoski and GURR in the IRAP Application that there were no right-of-way considerations that will need to be addressed/resolved for its project to be constructed and that the project's right of way is complete and no third party coordination is required despite GURR's unilateral and illegal obstruction of two private rights of way across the railroad tracks. Related, please also advise as to what

MassDOT has done to determine whether the project meets MassDOT's requirements for readiness and validity.

We ask again that MassDOT, following confirmation through an inquiry, terminate the IRAP contract for cause, pursue repayment and determine ineligibility of GURR for future IRAP funding. We respectfully request that MassDOT respond to this and our prior letter by December 10, 2021.

Thank you for your consideration of this important issue.

Very truly yours,

Harley C. Racer

Encl.

cc: Diana Schindler, Hopedale Town Administrator
Philip O. Shwachman
Governor Charlie Baker
Lt. Governor Karyn Polito
Senator Ryan C. Fattman
Representative Brian Murray

51002
DO

SERVICE DATE – NOVEMBER 3, 2021

SURFACE TRANSPORTATION BOARD

DECISION

Docket No. FD 36518

GRAFTON AND UPTON RAILROAD COMPANY—
PETITION FOR DECLARATORY ORDER

Decided: November 3, 2021

On May 13, 2021, Grafton and Upton Railroad Company (Grafton & Upton), a Class III rail carrier, filed a petition for declaratory order asking the Board to find any state or local law that would prevent Grafton & Upton from closing two private grade crossings (the Crossings) across its line in the Town of Hopedale, Mass. (the Line), to be preempted pursuant to 49 U.S.C. § 10501. (Pet. 2.)

Grafton & Upton states that it removed the Crossings in connection with certain upgrades it made to its track on either side of a railroad bridge near its yard in Hopedale. (Id. at 5.) It argues that restoration of the Crossings would unreasonably interfere with its "existing and future rail operations" and raise safety concerns.[1] (Id. at 2.) Therefore, Grafton & Upton submits that any effort by Hopedale Properties, LLC (Hopedale Properties), whose property is bisected by Grafton & Upton's line, to rely on state and local laws to prevent Grafton & Upton from closing the Crossings should be preempted pursuant to 49 U.S.C. § 10501. (Pet. 2.)

Hopedale Properties replied on July 16, 2021, arguing that it holds an easement over Grafton & Upton's right-of-way that gives it the right to maintain the Crossings that Grafton &

[1] Grafton & Upton states that it maintains and operates the Hopedale yard and is improving it to handle an increased volume of rail business resulting from a recent lease agreement with CSX Transportation, Inc. (CSXT), pursuant to which Grafton & Upton will operate an 8.4-mile section of CSXT's line. (Pet. 3-4); see also Grafton & Upton R.R.—Acquis. & Operation Exemption—CSX Transp., Inc., FD 36444 (Oct. 14, 2020). Further, Grafton & Upton states that, as part of these improvements, it has focused on improving the Line on either side of the railroad bridge that crosses the Mill River. (Pet. 4.) It represents that it will no longer be possible to keep the Crossings open because of the engineering standards required for track within 100 feet of a railroad bridge. (Id. at 5.) Grafton & Upton also states that closing the Crossings will reduce the risk of injury to pedestrians, (id. at 6), eliminate the need to provide flagging protection, (id. at 5), and allow Grafton & Upton to perform brake tests on its trains without having to separate the trains into different sections. (Id.) Because of these operational and safety concerns that Grafton & Upton alleges would result from restoring the Crossings in their previous locations, Grafton & Upton argues that any state action that would require it to restore the Crossings should be preempted by 49 U.S.C. § 10501.

Upton removed. (Hopedale Props. Reply 4.) Hopedale Properties represents that the right-of-way was conveyed to Grafton & Upton by a predecessor to Hopedale Properties subject to the easement. (Id. at 2, 4.) Hopedale Properties alleges that, by removing the Crossings, Grafton & Upton violated Hopedale Properties' rights pursuant to that easement.[2] (Id. at 5.) Hopedale Properties argues that the Board should deny the Petition and allow the parties to resolve their property dispute in a related state court proceeding, (see id. at 1-2, 8) in which Hopedale Properties and two other entities filed a complaint in Massachusetts Superior Court, Worcester County, seeking, among other things, the restoration of the Crossings. (See id., Ex. A.) In that complaint, Hopedale Properties presented to the court its argument that Grafton & Upton violated Hopedale Properties' rights pursuant to the easement when it removed the Crossings and by refusing to restore them. (Id., Ex. A, at 16-17.)

On July 28, 2021, Grafton & Upton filed a response to Hopedale Properties' Reply, asserting that it was unaware of the easement cited by Hopedale Properties but arguing that, regardless of the easement, the record makes clear that restoration of the Crossings would create an unreasonable burden on rail transportation and, therefore, any state action that would require Grafton & Upton to restore the Crossings should be preempted. (Grafton & Upton Reply 6-7.)

Hopedale Properties filed a sur-reply on September 7, 2021,[3] arguing that Grafton & Upton's knowledge of the easement is immaterial to the dispute. (Hopedale Props. Sur-Reply 1-2.) Moreover, Hopedale Properties maintains that Grafton & Upton "has failed to show that it has suffered any interference, let alone substantial impediments, to its operations." (Id. at 3.) Hopedale Properties reiterates its request that the Board deny the Petition and allow the state court to decide the parties' dispute in the related state court action.

DISCUSSION AND CONCLUSIONS

Under 5 U.S.C. § 554(e) and 49 U.S.C. § 721, the Board may issue a declaratory order to terminate a controversy or remove uncertainty. See Bos. & Me. Corp. v. Town of Ayer, 330 F.3d 12, 14 n.2 (1st Cir. 2003); Intercity Transp. Co. v. United States, 737 F.2d 103 (D.C. Cir. 1984); Delegation of Auth.—Declaratory Ord. Proc., 5 I.C.C.2d 675 (1989). For the reasons explained below, this proceeding will be held in abeyance pending resolution of the ongoing state court litigation.

Grafton & Upton seeks a declaration from the Board that any state or local law that would prevent Grafton & Upton from permanently closing the Crossings are preempted by

[2] According to Hopedale, "the only direct way to access" several of the parcels of its property is by use of the private grade crossing northwest of the Mill River. (Hopedale Props. Reply 3.) And the "only way to access" two other parcels from the rest of the Property is by using the private grade crossing just east of the Mill River. (Id.)

[3] Under 49 C.F.R. § 1104.13(c), a reply to a reply is not permitted; however, in the interest of a complete record, Grafton & Upton's reply and Hopedale Properties' sur-reply will be accepted into the record. See City of Alexandria, Va.—Pet. for Declaratory Ord., FD 35157, slip op. at 2 (STB served Nov. 6, 2008) (allowing reply to reply "[i]n the interest of compiling a full record").

49 U.S.C. § 10501(b). However, resolution of this dispute appears to be contingent upon the interpretation of an easement that Hopedale Properties allegedly has over Grafton & Upton's right-of-way. As the Board has explained, a court is typically the more appropriate forum for interpreting contracts and resolving state property law disputes. See, e.g., V&S Ry.—Pet. for Declaratory Ord.—R.R. Operations in Hutchinson, Kan., FD 35459 (STB served July 12, 2012) (question about property rights should be decided by the district court applying state property and contract law); Allegheny Valley R.R.—Pet. for Declaratory Ord.—William Fiore, FD 35388 (STB served Apr. 25, 2011) (questions concerning size, location, and nature of property rights are best addressed by a state court). Here, what rights Hopedale Properties has, if any, with regard to the Crossings pursuant to the claimed easement is before the Superior Court of the Commonwealth of Massachusetts, Worcester County. (Hopedale Props. Reply 1.) And the court is the more appropriate forum to decide that issue.

While Hopedale Properties has asked that Grafton & Upton's petition for declaratory order be denied, the proceeding instead will be held in abeyance. Abeyance is appropriate where it would promote efficiency and not be fundamentally unfair to any party. E.g., N. Am. Freight Car Ass'n v. Union Pac. R.R., NOR 42144 et al., slip op. at 3 (STB served Mar. 31, 2017). Abeyance would promote efficiency here because resolution by the state court of the parties' rights under the easement could moot the need for the declaratory order, or, at the least, would inform the preemption analysis.[4]

Abeyance would not be fundamentally unfair to any party here because obtaining answers to the state property law issues and contractual questions would allow a more complete and accurate adjudication of the preemption dispute between the parties. Accordingly, this proceeding will be held in abeyance pending a decision from the state court. To ensure that the Board remains informed regarding the progress of the state court litigation, the parties will be directed to submit any decision by the court regarding the merits of any of the claims in the case (or any other decision relevant to this proceeding) within 5 days of its issuance.

It is ordered:

1. Grafton & Upton's reply and Hopedale Properties' sur-reply are accepted into the record.

2. The proceeding is held in abeyance pending further Board order.

3. The parties are directed to submit any merits decision or any other relevant decision by the court within 5 days of its issuance.

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[4] Furthermore, issues involving federal preemption under § 10501(b) can be decided either by the Board or the courts in the first instance as "both the Board and the courts have concurrent jurisdiction to determine preemption." Brookhaven Rail Terminal—Pet. For Declaratory Ord., FD 35819, slip op. at 4 (STB served Aug. 28, 2014). Given the confluence of issues here—state property law, safety standards, and preemption—the state court may decide to address all of the issues together itself or refer the preemption issue back to the Board.

4. This decision is effective on its service date.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

WORCESTER, SS CIVIL ACTION NO.2185CV00238D

ELIZABETH REILLY, CAROL J. HALL, DONALD HALL, HILARY SMITH, DAVID SMITH, MEGAN FLEMING, STEPHANIE A. MCCALLUM, JASON A. BEARD, AMY BEARD, SHANNON W. FLEMING, and JANICE DOYLE,
Plaintiffs

vs.

TOWN OF HOPEDALE, LOUIS J. ARCUDI, III, BRIAN R. KEYES, JON DELLI PRISCOLI and MICHAEL R. MILANOSKI, ONE HUNDRED FORTY REALTY TRUST and GRAFTON & UPTON RAILROAD COMPANY,
Defendants

RESPONSE OF DEFENDANTS, JON DELLI PRISCOLI, MICHAEL R. MILANOSKI, TRUSTEES OF ONE HUNDRED FORTY REALTY TRUST AND GRAFTON AND UPTON RAILROAD COMPANY TO DEFENDANT, TOWN OF HOPEDALE'S MOTION FOR CLARIFICATION OF THE COURT'S NOVEMBER 4, 2021 MEMORANDUM OF DECISION AND ORDER

Defendants, Jon Delli Priscoli and Michael Milanoski, Trustees of One Hundred Forty Realty Trust and Grafton and Upton Railroad Company hereby support and briefly respond to, defendant, Town of Hopedale's Motion for Clarification.

1. This Court found in favor of the Town of Hopedale ("the Town") and the Trust and Grafton and Upton Railroad Company on Count II of Plaintiff's Verified Complaint and entered Judgment in favor of these defendants on Count II on November 10, 2021. Judgment in favor of

the Town on Count II conclusively establishes that it is the Select Board - and only the Select Board - that may exercise or not exercise a G.L.c 61 right of first refusal option.

2. However, as the Town notes in its motion for clarification, the Court appeared to imply in its Memorandum of Decision and Order ("Memo of Decision") that accompanied the Judgment that the Town (i.e. the Select Board) continues to possess a valid G.L.c. 61 right of first refusal option.

3. Any such inadvertent implication was incorrect as the Town no longer possesses any Chapter 61 option. As this Court knows, any claim seeking to enforce the Town's Chapter 61 right of first refusal option would be the very same claim that was asserted by the Town through its Select Board in the Land Court case that was filed in October 2020. See, Exhibit 1 to Town's Motion for Clarification.

4. Any attempt by the Town to re-assert and re-litigate the very same claim it brought in 2020 would be barred by the doctrine of claim preclusion.

5. Claim preclusion would absolutely and unequivocally apply to any effort by the Town to re-litigate a claim that was previously litigated and dismissed, with prejudice, in February 2021.

6. Notably, the plaintiffs in their Opposition to the Town's Motion for Clarification avoid mention of claim preclusion because they know it applies to any attempt by the Town to re-litigate the same Chapter 61 right of first refusal option claim that was previously litigated in Land Court and dismissed with prejudice in February 2021.

7. Only two months ago in September 2021, the Supreme Judicial Court in Laramee v. Philip Morris USA, Inc., 488 Mass. 399, 405-412 (2021), discussed claim preclusion at length and that discussion is directly on point here.

8. There are three elements to claim preclusion: 1) the identity of the parties to the present and prior actions are the same; 2) the identity of the cause of action is the same; and 3) there has been a final judgment on the merits. Id., at 405, quoting DaLuz v. Department of Correction, 434 Mass. 40, 45 (2021); Franklin v. North Weymouth Coop. Bank, 283 Mass. 275, 280 (1933).

9. As this Court confirmed by entering Judgment on Count II in favor of the Town, there can be no dispute that any new attempt to re-litigate the Chapter 61 right of first refusal option claim would have to be commenced by the Select Board. The Select Board would have to name the Trust and Grafton and Upton Railroad Company as defendants in any new action asserting Chapter 61 rights, satisfying the first element of claim preclusion.

10. The claim asserted by the Select Board on behalf of the Town would be the very same claim it asserted in the Land Court – seeking to enforce a Chapter 61 right of first refusal option, satisfying the second element of claim preclusion.

11. Lastly, a final judgment entered on the merits in the Land Court case in February 2021 when the lawsuit was dismissed, with prejudice, satisfying the third element. It is black letter law that a stipulation of dismissal, with prejudice, represents a final judgment on the merits for claim preclusion purposes. Jarosz v. Palmer, 436 Mass. 526, 536 (2002); relying on Department of Revenue v. LaFratta, 408 Mass. 688, 692-693(1990)("The Appeals Court has determined, and we agree, that a dismissal with prejudice "constitutes an adjudication on the merits as fully and completely as if the order had been entered after trial." quoting, Boyd v. Jamaica Plain Coop. Bank, 7 Mass. App. Ct. 153, 157 n.8 (1979).

12. "Claim preclusion makes a valid, final judgment conclusive on the parties and their privies, and prevents re-litigation of all matters that were or could have been adjudicated in the

action." Laramee, supra at 405, quoting, O'Neill v. City Manager of Cambridge, 428 Mass. 257, 259 (1998).

13. Accordingly, claim preclusion will apply to any effort/ action taken by the Town to exercise any purported Chapter 61 rights today: 1) the parties would be the same; 2) identity of the cause of action would be the same; and 3) final judgment on the merits has entered, and was not appealed.

14. Significantly, the plaintiffs in this case never requested that the Settlement Agreement and the dismissal with prejudice that entered in the Land Court be deemed invalid, nor could they.[1] The ten taxpayer plaintiffs only had standing under G.L.c 40 §53 to challenge an alleged unlawful expenditure by the Select Board. The ten taxpayer plaintiffs had no standing to attack the dismissal with prejudice that entered in Land Court. Moreover, neither the ten taxpayer plaintiffs nor any other non-party to the Land Court case can collaterally attack in this Court a judgment by dismissal with prejudice which previously entered in a separate Land Court case. See, Barrington v. Dyer, 95 Mass. App. Ct. 1116 (2019)(unpublished): stating in part:

> We affirm the judgment of the Superior Court dismissing the plaintiff's complaint for fraud. As the judge correctly recognized, the plaintiff's complaint constitutes an impermissible collateral attack on the judgment of the Probate and Family Court, entered upon the stipulation of dismissal, with prejudice, of the defendant's decedent's complaint for partition of certain real property. See *Harker* v. *Holyoke*, 390 Mass. 555, 558, 457 N.E.2d 1115 (1983); *Fishman* v. *Alberts*, 321 Mass. 280, 282, 72 N.E.2d 513 (1947). The plaintiff's contention that the stipulation of dismissal is invalid (because it was procured by fraud) does not require a different result; any such contention must be established by means of a motion in the Probate and Family Court for relief from the judgment entered on the stipulation, and not by a separate action in the Superior Court. See Mass. R. Civ. P. 60 (b) (3), 365 Mass. 828 (1974). Nor does the plaintiff's invocation of the recently enacted Uniform Trust Code affect the analysis; G. L. c. 203E, § 111, largely codified

[1] It appears that the ten taxpayers conflate Town Meeting approval of an expenditure with Town Meeting approval of the Settlement Agreement. The Select Board was not required to obtain Town Meeting approval of the Settlement Agreement. Rather, the Select Board was required to obtain Town Meeting approval of an appropriation to acquire land and to accept a donation of land. That is the extent of Town Meeting involvement in the Settlement Agreement.

> prior law, and in any event it does not authorize a collateral attack on a judgment of the Probate and Family Court based on a claim that the agreement on which it was based is invalid.

15. The cases cited by the plaintiffs do not change this outcome. First, plaintiffs cite Brimfield v. Caron, 2010 WL 94280 (January 12, 2010) for the proposition that the Town continues to possess a Chapter 61 option. Plaintiffs' reliance on Caron is misplaced. Claim preclusion was not available to the defendant in that case because the Chapter 61 claim being asserted by the Town of Brimfield was the first time it had done so. The Town of Brimfield was not seeking a second bite at the apple after dismissing with prejudice a prior lawsuit making the same claim, as the ten taxpayers demand the Select Board attempt here. Caron is inapplicable.

16. Plaintiffs continued reliance on Daly v. McCarthy is baffling. In Daly, there was an Agricultural Preservation Restriction that was granted to and accepted by the Town. Once the Town possessed this property right, it could not be released without Town Meeting vote. There was no such conveyance or granting of any analogous property interest in the case at bar. As this Court confirmed at page 10 of its Memo of Decision, to exercise, or not exercise a Chapter 61 option lies within the exclusive purview of the Select Board and "[i]f the selectmen, being authorized by the town to make a taking do not make it, the decision is not judicially reviewable as to its wisdom." quoting Russell v. Canton, 361 Mass. 727, 731 (1972). If Daly has any application to this case, it supports the position of the Town, the Trust and the railroad. It offers no support to the ten taxpayer plaintiffs.

17. Similarly, Bowers v. Board of Appeals is factually inapposite. In Bowers, as part of a settlement agreement the Select Board agreed to encumber 6 parking spaces owned by the Town. Again, in Bowers, since the Town actually owned the real estate, the Board could not encumber

that real estate without Town Meeting approval. Here, the Town has never owned any part of the subject land. Accordingly, Bowers is inapplicable.

18. There certainly appears to be confusion flowing from this Court's November 4, 2021 Memo of Decision, as evidenced by the ten taxpayers enthusiastically advocating against a new Town Meeting vote to authorize a new expenditure to acquire the property described in the Settlement Agreement. If the ten taxpayers are successful in their endeavor, the Town will be foreclosed from acquiring any of the subject land, which is an outcome that Appeals Court Single Justice Meade forewarned of in his April 2021 decision. This is not an outcome that the Trust or Grafton and Upton Railroad Company desire, but this will be the likely outcome if the Court does not clarify its Memo of Decision to reflect the fact that the Judgment that entered only enjoins the Town and its Select Board from purchasing the land described in the Settlement Agreement without a new vote authorizing this expenditure, but it does not revive or resurrect any Chapter 61 rights or claims which were the subject of the previous Land Court litigation, and were dismissed with prejudice.

WHEREFORE, for the reasons set forth above, defendants, Jon Delli Priscoli and Michael Milanoski Trustees of One Hundred Forty Realty Trust and Grafton and Upton Railroad Company[2] respectfully support the Town of Hopedale's request for clarification of the Court's Memorandum of Decision and Order to reflect that the Judgment that entered does not provide a remedy that the Town of Hopedale and its Select Board did not seek - and that the Judgment that entered enjoins the Town and its Select Board from purchasing land described in the Settlement

[2] At footnote 2 on page 5 of their Opposition to the Town's Motion for Clarification, the plaintiffs assert that these defendants do not have standing to be heard on the Town's Motion – even though this Court enjoined these defendants from carrying out any clearing or other site work on the subject property for a period of 60 days. The Trust and Grafton & Upton Railroad Company certainly have standing to respond to the Town's Motion for Clarification as it directly affects land owned by the Trust.

Agreement without a new vote authorizing this expenditure, but does not revive any Chapter 61 rights or claims which were the subject of the previous Land Court litigation, which were dismissed with prejudice.

GRAFTON & UPTON RAILROAD COMPANY, JON DELLI PRISCOLI, AND MICHAEL MILANOSKI, as Trustees of the ONE HUNDRED FORTY REALTY TRUST,

By Their Attorneys,

s/ Donald C. Keavany, Jr.

Donald C. Keavany, Jr., BBO# 631216
Andrew P. DiCenzo, BBO# 689291
Christopher Hays, Wojcik & Mavricos, LLP
370 Main Street, Suite 970
Worcester, MA 01608
Tel. 508-792-2800
dkeavany@chwmlaw.com
adicenzo@chwmlaw.com

CERTIFICATE OF SERVICE

I hereby certify that this document was served by email on November 30, 2021 to:

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LAW ASSOCIATES
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Offices
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Pawtucket, R.I. 02861

30 Washington St.
Attleboro, MA 02703

Town of Hopedale

NOV 29 2021

Board of Selectmen

Town of Hopedale
Select Board
74 Hopedale Street
Hopedale, MA 01747

November 20, 2021

Dear 5 Condon Way Neighbors:

Green River Cannabis Company Inc. desires to open an adult retail marijuana establishment to be located at 5 Condon Way Unit (5e) Hopedale, Massachusetts 01747. You are receiving notice because you are a direct or indirect abutter located within 300 feet of the proposed establishment.

The proposed adult retail marijuana establishment is to be operated by Green River Cannabis Company, Inc. We would like to invite you to a Community Outreach Meeting to be held on Thursday December 2, 2021 at 7:00 PM. Due to the current guidelines for large gatherings, the meeting will be held online via a Zoom meeting ID# 5689610481 Password: GREENRIVER.

There will be an opportunity for the public to comment and ask questions. The purpose of the meeting will be to present our preliminary plans for the retail store and provide a forum to answer your questions and gather your input, as we move forward with the licensing and the permitting process.

If you would like to provide a comment or question before the meeting please send them via email at Infogreenrivercannabiscompany@gmail.com

If you know of other neighbors who might be interested in participating, please invite them to attend.

We look forward to virtually meeting you.

Sincerely,

Constant S. Poholek Jr.
Green River Cannabis Company, Inc.

Green River Cannabis Company

Created by: constant424@gmail.com · Your response: ✔Yes, I'm going

Time
7pm - 8pm (Eastern Time - New York)

Date
Thu Dec 2, 2021

Where
https://us02web.zoom.us/j/5689610481?pwd=MFpHcXREZVNNQUxScE0vMTE5eWJvdz09

Guests
- ✔ Constant Poholek
  bcer79@yahoo.com
  constantpoholek@gmail.com
- Joseph Cupertino Jr.
  jimmyed1963@google.com
  jimmyed63@gmail.com
  pmconsigli@gmail.com

Description

CP LAW is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
https://us02web.zoom.us/j/5689610481?pwd=MFpHcXREZVNNQUxScE0vMTE5eWJvdz09

Meeting ID: 568 961 0481
Passcode: GREENRIVER
One tap mobile
+13017158592,,5689610481#,,,,*4341349465# US (Washington DC)
+13126266799,,5689610481#,,,,*4341349465# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)
Meeting ID: 568 961 0481
Passcode: 4341349465
Find your local number: https://us02web.zoom.us/u/kbvyiErMnB

My Notes

From:	Diana Schindler
To:	Lindsay Mercier
Subject:	FW: FlyAsh oversight
Date:	Wednesday, December 1, 2021 5:27:08 PM
Attachments:	BOS Silo Approval Letter.pdf

HI,
Can you add the email below and the attached letter to the correspondence folder for 12/13?
Thank you,
d.

From: Ed Burt <eburt.hd@gmail.com>
Sent: Tuesday, November 30, 2021 10:53 AM
To: Diana Schindler <DSchindler@hopedale-ma.gov>; Tim Watson <twatson@hopedale-ma.gov>
Subject: Fwd: FlyAsh oversight

Hi Diana,

Please provide the status of the request to establish some monitoring around the FlyAsh processing (original note below).
I'm due to provide the EPA with an update.

Thanks,
Ed

---------- Forwarded message ---------
From: **Ed Burt** <eburt.hd@gmail.com>
Date: Fri, Oct 15, 2021 at 7:32 AM
Subject: FlyAsh oversight
To: Diana Schindler <DSchindler@hopedale-ma.gov>, Tim Watson <twatson@hopedale-ma.gov>, James Morin <jmorin33@comcast.net>, Donald Cooper <DCooper982017@gmail.com>

The unmonitored Fly-Ash transloading processing within the Zone II Water Protected area is a red flag with the W&S Commission's responsibility to protect the water supply.

Because the IRAP process includes a component of Town support for the railroad's grant request, we've raised this issue as part of the IRAP discussion. Although, the issue can and should be addressed in a standalone, independent fashion.

We'd like the Select Board's help by requesting the following of GURR:

1. Provide a copy of the structural engineering report which was the only condition made when the Board of Selectman made the unilateral decision to approve the Fly-Ash request. (see attached letter.) If no protective barrier has been established as part of foundation's construction, one should be established.

2. Establish an ongoing reporting procedure to communicate the schedule and

volume of fly ash being transported to the Board of Health.

3. Establish test wells between the fly-ash silos and the Mill River

4. Establish an emergency response plan which includes an engineered solution with the appropriate redundancies to address emergencies and excess, accumulated seepage. (Similar to the Grafton propane plan.)

5. Perform periodic ground testing to identify fly-ash to monitor the accumulation of ground level fly-ash. (Per new techniques identified by the EPA - Link to the report: https://www.nsf.gov/discoveries/disc_summ.jsp?cntn_id=303257&org=NSF&from=news

Diana, the request made during last night's meeting was to ask GURR for a copy of the "sign-off from the geotechnical engineer" and the research, advice that lead the BOS to conclude that "the Town agrees with the Preemption authority for this project". (See attached).

With that information we will revisit the details of the overall request accordingly.

Any questions, let me know.

Thanks,

Ed

TOWN OF HOPEDALE
78 Hopedale Street - P.O. Box 7
Hopedale, Massachusetts 01747

Tel: 508-634-2203 Fax: 508-634-2200
Email: ssette@hopedale-ma.gov

October 25, 2018

Michael Milanoski
President
Grafton-Upton Railroad
42 Westboro Road
N. Grafton, MA 01536
P.O. Box 952
Carver, MA 02330

Dear Michael,

I want to thank you and the owner of the Grafton and Upton Railroad Jon Delli Priscoli for meeting with Fire Chief Tom Daige, Building Commissioner Bob Speroni and I, regarding the project in the Hopedale rail yard. Specifically, we discussed the Railroad's Preemption Authority and that the portable silos and scales to be installed and that they fall under that Preemption and does not require a building permit.

The Town agrees with the Preemption Authority for this project; in addition, work done under the railroad's Preemption shall conform with state building codes and associated safety standards under controlled construction and will need sign- off from a geotechnical engineer once foundation is built. ***Since no building permit application will be secured, the Town will not have any responsibility for the inspection of the project nor any approvals of the construction. The Town also asks that any insurance policy for this project reflects that fact that the Town had no role in the permitting or approval of the construction of this project and be indemnified should any issue arise as a result. Please provide a copy of this to the Town Administrators office prior to the construction beginning.***

You have suggested that you would still pay a fee equal to what a permit fee would have been as if we were required to secure a building permit, since the Town will have no role with this construction we ask that any fee in lieu of permit not be made directly to the Town of Hopedale or it's Building Department; instead please feel free to donate to another organization in Town.

Good Luck with your project and continued success with your business.

Sincerely,

Steven A. Sette
Town Administrator

Len Guertin
14 Anthony Road
Hopedale, MA 01747
508-473-3033
len.guertin@gmail.com

November 29, 2021

Town of Hopedale
Attn: Select Board
78 Hopedale Street
Hopedale, MA 01747

Dear Select Board,

There have been many questions/comments posted on social media regarding the land situation on West Street. One particular comment needs clarification.

I understand the development on West Street would bring significant, and frankly desperately needed, revenue to the town. A comment was made on social media that stated not taking action on the right of first refusal would cost the town "north of a million dollars".

Could the board confirm or deny there would be significant costs to the town if we do not pursue the Right of First Refusal?

Sincerely,

Len Guertin