

**TOWN OF HOPEDALE  
BOARD, COMMISSION OR COMMITTEE  
TALENT BANK FORM**

Local Government needs citizens to give of their time and talents serving the Town of Hopedale. A Talent Bank has been established to compile a list of interested citizens, willing to serve on a voluntary basis on boards, commissions and committees. Some groups meet often, others require less time, and still others are busy only at specific times of the year. Occasionally, there are requirements for ad hoc committees or sub-committees appointed to work on specific projects. Experience indicates that the two most appropriate qualities for successful service are an open mind and exercise of common sense.

If you are interested in serving, please list the position(s) you wish to be considered for:

Board, Commission or Committee applying for:

Planning Board

Please return completed forms to:

Town Administrator's Office – Hopedale Town Hall 78 Hopedale Street, Hopedale, MA 01747

The Town Hall mailing address is: P.O. Box 7, Hopedale MA, 01747

Please Note:

- The Board of Selectmen may fill vacancies until next election.
- It is recommended that you attend a few meetings of the committee or board you are contemplating joining to help determine your interest.
- The board/committee will be asked for their recommendation on each applicant appointment.

Name: Michael Costanza

Are you a registered voter?  Yes  No

Address: [REDACTED]

How long have you lived in Hopedale? 30 years

Home Phone: \_\_\_\_\_ Cell Phone [REDACTED] Email: [REDACTED]

How would you like to be contacted? Phone or Email

Occupation: Union Laborer

Please list any potential conflicts of interest, e.g. membership in an organization or your business:

Education and Experience: High School

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment? 0

Have you ever had business before the Board/Committee to which you are requesting an appointment?


Yes  No If yes what type of business? \_\_\_\_\_

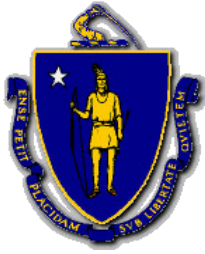
Special interests and skills: \_\_\_\_\_

Activities, e.g. Government/Civic & Community/Charitable & Educational: \_\_\_\_\_

Reasons for wanting to serve: I WANT TO BE MORE ACTIVE  
IN THE COMMUNITY

*The completion of this form in no way assures appointment. Citizens deemed most qualified to serve in a particular capacity will fill all board, commission or committee vacancies.*

Applicant's Signature  Date 5/19/21



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF  
ENERGY AND ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENERGY RESOURCES**  
100 CAMBRIDGE ST., SUITE 1020  
BOSTON, MA 02114  
Telephone: 617-626-7300  
Facsimile: 617-727-0030

**Charles D. Baker**  
Governor

**Karyn E. Polito**  
Lt. Governor

**Kathleen A. Theoharides**  
Secretary

**Patrick C. Woodcock**  
Commissioner

April 7, 2021

Brian Keyes, Select Board, Chair  
78 Hopedale Street  
Hopedale, MA, 01747

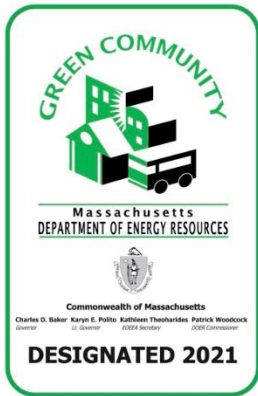
Dear Mr. Keyes:

Congratulations on the Town of Hopedale's designation as a Green Community! This designation is quite an achievement and reflects the hard work and tireless efforts your community has exhibited in meeting the Green Communities Designation and Grant Program's five criteria. Meeting these criteria is proof of Hopedale's position as an energy leader in Massachusetts, poised to reduce its energy costs, improve the local environment and implement energy efficiency and renewable energy projects with funding through the Green Communities Designation and Grant Program. The purpose of this letter is to confirm your Green Community designation in writing and provide you with program information and activities relevant to you as a newly-designated Green Community.

Along with this designation, the Town of Hopedale has been awarded a grant of \$137,759. A formulaic allocation has been established that consists of a base grant per community of \$125,000, plus an amount adjusted for population and income. To receive this grant award, the Town of Hopedale will be required to submit a project application proposing how these funds will be spent. The deadline for designation grant applications is 90 days from the date on this letter. The Green Communities grant application guidance with submission instructions is provided as a separate attached document. Please be sure to work with your Regional Coordinator, Kelly Brown at 617-780-8144, to identify potential energy projects and coordinate with vendors and utility companies.

## SIGNS

Each designated Green Community receives four (4) 12” x 18” aluminum signs to be displayed in your community. While you are free to place these signs wherever you choose within your community, the Division recommends installing them in highly-visible, high pedestrian traffic areas (such as near municipal offices, schools, and downtown business districts, and/or within parks and along walking paths). If installed on roadways, the Division recommends hanging them at approximately eye-level for motorists, to maximize readability.



## CERTIFICATES

Each Green Community will receive an official certificate for display pronouncing the municipality’s designation as a Green Community and including the designation date and signatures of the Governor, Lieutenant Governor, Secretary of Energy and Environmental Affairs, and Commissioner of the Department of Energy Resources.

Again, congratulations on becoming a Green Community. The Division looks forward to working with the Town of Hopedale to meet the objectives of the Green Communities Designation and Grant Program and to support you in meeting your local energy goals. Thank you for your commitment to a cleaner energy future for Massachusetts.

Sincerely,

Brian Sullivan  
Director, Green Communities Division

Cc: Diane Schindler, Town Administrator

Mimi Kaplan, CMRPC

Kelly Brown, Central Regional Coordinator





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# GRANT APPLICATION GUIDANCE

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## INSTRUCTIONS

- Applicants must complete all required sections and submit via the **Green Communities Online Grant Application Portal** in order to be considered for a grant award. No paper submissions are allowed.
- Applications should be submitted within 90 days of Green Communities designation
- Applicant must be a recently designated Green Community that has not yet submitted a grant application. Previously designated Green Communities/grant awardees are not eligible and will be notified of future grant opportunities.
- A Green Community can elect to apply for only a portion of its grant funds at this time if additional audits or studies are required. For example, an applicant may need to replace a heating system, but also needs an engineering study to provide detailed information on the project's cost and energy savings. This Green Community could apply for funds for the engineering study first, using quotes it has solicited for cost estimates, and then apply for the remainder of the funds for the new equipment upon completion of the study.
- Justification for program administration funds must be provided. Applicant must demonstrate Green Community program administration would not proceed without administrative funds. **In no case shall more than \$10,000 be used to fund administrative costs.**
- Quarterly progress reports are required upon receipt of your Green Communities Grant. These requirements will be detailed when your grant award is executed.

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## QUALIFIED PROJECTS

Designated Green Communities may submit a grant application to fund all or a portion of the costs of studying, designing, constructing, and implementing energy efficiency and renewable or alternative energy activities, including but not limited to:

- Energy conservation measures and projects
- Energy audits or engineering studies (*Please note: Only audits that are ASHRAE Level 2 or 3 or equivalent are eligible for funding and the scope must be clearly defined. Please consult this document: <https://www.mass.gov/files/documents/2016/08/nb/audit-recommendations-for-municipalities.pdf> and/or your Regional Coordinator for more guidance*)
- Demand side reduction initiatives
- Supporting services for energy efficiency policies, including seed funds for an Energy Manager position (up to 20 percent of grant award not to exceed \$50,000). Applicant may not apply for BOTH Energy Manager Seed Funds AND Administrative costs.
- Vehicular efficiency measures, such as idle reduction equipment and after-market hybrid retrofit kits.
- Hybrid vehicles, plug-in hybrid, or fully electric vehicles (\$5,000 max per hybrid vehicle; \$7,500 max per electric vehicle)
- The installation of publicly accessible electric vehicle charging station equipment (\$7,500 max per charging station)
- Financing the siting and construction of renewable and alternative energy projects on municipally owned property
- Building Operator Certification training for up to three staff members.
- See pages 5-8 for details.

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## REQUIRED APPLICATION MATERIALS

- Completed Grant Application Table that contains specific metrics for upgrades and improvements that you propose in your project(s). This file must be submitted as an Excel spreadsheet.
- A Project Narrative for EACH project (see below)
- Supporting material in its original and complete format (e.g., the entire audit report, not a portion of it)
- Specification sheets for equipment to be installed.
- Certification of Application – see next page.

NAME each of your files for the above listed documents with your municipal name and wording that makes the content of the file clear (see examples below) – this is **REQUIRED**.

Naming Examples for the town of “Muni A”:

- Muni A Grant Application Table.xls
- Muni A Efficiency Narrative.pdf
- Muni A Energy-to-Go audit.pdf
- Muni A Certification of Application

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## CERTIFICATION OF APPLICATION

The Certification of Application below should be completed, scanned, and uploaded as a PDF file.

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## CERTIFICATION OF APPLICATION

The Chief Executive Officer must complete this certification.

I, \_\_\_\_\_ am authorized to execute said Application on behalf of -  
\_\_\_\_\_, the applying municipality and verify that the  
information in the Green Communities Grant Application is true.

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[Signature of Chief Executive Officer]

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[Title of Chief Executive Officer]

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[Date]

NOTE: The Chief Executive Officer is defined as the manager in any city having a manager and, in any town, having a city form of government, the mayor in any other city, and the board of selectmen in any town, unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter.

Any signatures of designees will be considered an attestation that the municipality has designated the signatory.

## PROJECT NARRATIVE FOR *EACH* PROJECT

- Provide the total energy use for applicable facility in native units (e.g., kWh, gallons, etc.)
- Describe the scope of the proposed project including:
  - Purpose
  - Benefits
  - Timeline
  - Procurement required and status
  - Anticipated impact, qualitatively and quantitatively
  - How the project supports the municipality's five-year Energy Reduction Plan
  - Why grant funding is required to complete the project
  - Identify any and all permits required and the status of each
  - Identify any other approvals required, e.g., local, state, federal, and the status of each
  - Opportunities for education and outreach and a concrete plan to accomplish them
- Provide a complete accounting/proposed budget for the project. Include:
  - Total project budget with cost estimates/quotes (annotated to clearly identify the option selected for the budget)
  - Other sources of funding, including other grant programs, any utility or Mass Clean Energy Center incentives. Applicants should include documentation of utility and/or Mass Clean Energy Center incentive applications.
  - Justification for any funds to be used for administrative costs; this **MUST** be provided. In no case shall more than \$10,000 be used to fund program administration.
- Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors, and any technical service providers. Applicants are encouraged to seek qualified, independent project managers or clerk of the works to coordinate the day-to-day activities. Grant administration funds can be used for this purpose.
  - Identify the specific roles and responsibilities of each of the parties
  - Identify how the project will be managed on a day-to-day basis
  - Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team

Attach documentation to support project viability: applicable feasibility studies, site analyses, audits/assessments, design documents, equipment specification sheets, contracts, construction schedules and anticipated completion dates. Provide complete documents with references to the relevant portions.

**FOR ENERGY EFFICIENCY PROJECTS:**

If the measure(s) identified for funding are included in an audit, then providing that complete audit and other required documentation is likely sufficient.

If the measure(s) identified for funding are not included in an audit but detailed information exists, the applicant must support the projected energy and cost savings. The supporting information must include quantification of the measure (e.g., R-value, U-Value, rated efficiency, etc.), and sample calculations that list all assumptions. A sign-off by a registered mechanical engineer (P.E.) will be acceptable in lieu of the sample calculations.

- For **interior LED lighting upgrades**, project must be either: 1) whole fixture replacements of existing lamps and ballasts, 2) retrofit kits with internal drivers, or 3) Type C TLED lamp replacements only. Re-lamping alone using an existing ballast will not be considered. Please provide:
  - Number and wattage of existing lights
  - Their total electric consumption for the previous year in kWh
  - Wattage and cost of proposed replacement lights
  - Control equipment as appropriate
  - Specification sheets of proposed lighting products
- For all major HVAC projects, the building must have at least one of the following:
  - An audit that confirms the **building is properly weatherized and insulated**, i.e., measures to address the building envelope were not recommended in the audit due to the building being well-sealed. **Please attach a copy of this building audit**
  - Documentation that the building has been properly weatherized and insulated within the last five years; this can include invoices for air sealing and insulation. **Please attach a copy of this documentation**
  - An audit stating that the building cannot be further insulated without major renovation. For example, brick or masonry buildings cannot add wall insulation without major renovations to add insulation on the interior wall of every room. Attic spaces in these buildings, however, often can be insulated without major renovation and documentation must be shown that these spaces have been weatherized and insulated. **Please attach a copy of this audit**
- **For boilers and HVAC system projects that ARE fuel conversions, provide:**
  - Efficiency and fuel type of existing unit
  - Efficiency and fuel type of proposed unit
- **For boilers, rooftop ventilation units, and HVAC system projects that are NOT fuel conversions, provide:**
  - Efficiency of code-compliant unit
  - Efficiency of proposed unit
  - Cost of code-compliant unit
  - Cost of proposed unit

**NOTE: DOER support for new oil heating equipment is limited. Any requests for new oil-fired heating equipment must include an explanation of why alternatives (i.e., air and ground source heat pumps, biomass, solar thermal, natural gas, or propane) are not feasible. Applicants are required to include a fifty (50) percent cost-share for new oil-fired boilers or furnaces.**

- For requests for funding for **Variable Frequency Drives (VFDs)**, provide the control sequence of operations. This information should be available in the project proposal. If not, please ask the consultant to provide this information.
- Due to their complexity of operations and the proprietary nature of the systems, DOER needs additional information to approve grant funding for **Energy Management Systems (EMS)**. This information should be available in the project proposal. If not, please ask the consultant to provide this information. Please provide the following information for review:
  - Current EMS (if any)
  - Number of data points requested
  - Systems and equipment to be monitored and/or controlled
  - Estimated energy savings
  - EMS manufacturer
  - Whether the EMS remote control units and transducers are interchangeable with EMS main control units from other vendors
  - Whether the EMS program software is open-source, and whether updates and revisions can be installed by technicians other than the vendor
  - The communication protocol (e.g., BACNET) and whether it allows communication with other vendors' control systems
  - Training on operations, emergencies, adjustments, troubleshooting, maintenance, and repairs
  - While the following materials are not required for review, DOER recommends that a municipality receive these from its selected EMS vendor:
    - ✓ Operations and Maintenance manuals
    - ✓ As-built control drawing package
    - ✓ Graphical user interface
    - ✓ As-built control sequences
    - ✓ Maintenance service agreements, state of warranty date and similar continuing commitments
- If the detailed information required in the Grant Table is not available, please arrange for a MassSave energy audit of facilities as appropriate.
- If more technical information is needed to develop project specifications, please submit a request to fund an energy audit or engineering study.
- **Note:** A Green Community can elect to apply for only a portion of its grant funds at this time if additional studies are required. Then, the engineering study may be used for the purposes of a subsequent Green Communities grant request.

*To be eligible for Green Communities grant funding, audits must be ASHRAE Level 2 or 3 or equivalent and the scope must be clearly defined. Please consult this document <https://www.mass.gov/files/documents/2016/08/nb/audit-recommendations-for-municipalities.pdf> and/or your Regional Coordinator for more guidance.*

**FOR RENEWABLE ENERGY PROJECTS:**

- Identify Energy Conservation Measures completed within the last five years for the building(s) being considered for the renewable energy project. The application must demonstrate that any building(s) proposed for renewable energy projects are energy efficient.
- Provide documentation that solar hot water projects serve a year-round hot water heat load.
- Only ENERGY STAR™ certified air or ground-sourced heat pumps using variable speed inverter technology and meet the [Cold Climate Air Source Heat Pump Specification Version 2.0](#) published by Northeast Energy Efficiency Partnerships effective January 1, 2017 or any version thereafter are eligible for funding.
  - Applicants are strongly encouraged to work with designers and installers registered with the Massachusetts Clean Energy Center found at <https://www.masscec.com/finding-commercial-designer-and-installer>
- Anaerobic digestion that uses organic materials (e.g., food waste, agricultural waste) must meet the Commonwealth of Massachusetts RPS low emission requirements
- Biomass projects eligible for the grant program must 1) utilize only clean wood chips or wood pellet fuel, 2) meet all applicable ASME and UL safety certifications, 3) achieve fuel conversion efficiency ratings that are amongst the highest of those of commercially available products, typically above 80-85 percent, and 4) utilize Best Available Control Technology (BACT) to reduce air emissions to levels that are amongst the lowest achieved by commercially available technology.

**FOR ENERGY MANAGER SEED FUNDS:**

- Up to 20 percent of grant award, not to exceed \$50,000 may be used to provide seed funding for a long-term Energy Manager position. DOER expects that the applicant will assume funding the position after the Designation Grant is complete. Potential future funding sources may include savings derived from implementing energy efficiency projects, administrative costs from future Green Communities Grants, and utility incentives.
- Applicants may hire their own Energy Managers on either full-time or part-time basis, or to increase the hours of an existing municipal staff member currently working no more than 20 hours per week.
- DOER can provide applicants suggested language for a job description.
  - Describe the need for the position, and what gap this position will fill that is not currently being addressed; note who, if anyone, currently addresses energy issues and projects for the applicant; describe why an Energy Manager is critical for your municipality to implement these projects and to meet overall clean energy goals.
  - Identify specific energy-saving projects the Energy Manager will focus on in Year One, as well as other projects and goals the Energy Manager will achieve in future years.
  - Explain how the Energy Manager will enhance communication on energy across multiple municipal departments, including schools as applicable.
  - Specify how many hours the Energy Manager will work each week; if the grant will increase the hours of an existing position, how many additional hours per week.

- Provide supporting documentation to justify the hourly rate of the position.
- Include a detailed plan for how the position will be sustained and funded beyond the life of the grant.

#### FOR VEHICULAR PROJECTS:

- For hybrid, plug-in hybrid, and fully electric vehicles (including leases – minimum three years), grant applications must include type and model of vehicle is being replaced, its average annual mileage and fuel costs, as well as the make/model of the proposed vehicle, and the mpg for both vehicles.
  - Please visit: <http://www.mass.gov/anf/docs/osd/uguide/veh98.pdf> for information on how to purchase vehicles off of state contract.
- For electric vehicle charging stations, grant will cover up to the full cost of installation (maximum \$7,500), minus other available grants and funding, including utility funding. Charging stations must be publicly accessible.
  - Please visit: <http://www.mass.gov/anf/docs/osd/uguide/veh102designateddoer.pdf> for information on how to purchase charging stations off of state contract.
  - Check with your utility for **funding assistance with charging station site preparation**.
- Hybrid vehicles - Funding for hybrid SUVs and hybrid pickup trucks (including leases) not to exceed five thousand dollars (\$5,000) toward the purchase price and three thousand dollars (\$3,000) toward leasing.
- Plug-in hybrid vehicles – Funding for plug-in hybrid vehicles in an amount not to exceed five thousand dollars (\$5,000) for purchase and three thousand dollars (\$3,000) for leases.
- Battery-electric vehicles – Funding for battery-electric vehicles in an amount not to exceed seven thousand five hundred dollars (\$7,500) for purchase and five thousand dollars (\$5,000) for leases.
- Technologies that reduce vehicle fuel consumption (e.g., anti-idling technologies, add-on hybrid technologies)
  - For anti-idling and hybrid add-on technologies, include whether a retrofit of the vehicle(s) will be required and the associated cost(s) of such retrofit.
- Please visit: <http://www.mass.gov/anf/docs/osd/uguide/veh102designateddoer.pdf> for information on purchasing idle-reduction and after-market vehicle conversion equipment for light, medium and heavy-duty vehicles off of state contract
- Vehicle routing software
  - Vehicle tracking and routing software that includes a feedback or fuel-savings component that has been qualified by DOER. Such software must include measurement and verification of the resulting fuel savings.

#### BUILDING OPERATOR CERTIFICATION (BOC) TRAINING

- Applicants may apply for BOC training and certification for up to three (3) staff (if requesting training for three (3) personnel, one must be on school facilities staff).
- Applicants must provide a narrative that specifies how the training will enhance and facilitate existing and proposed new energy conservation measures as part of the municipality’s overall energy reduction strategy.



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## HOW TO SUBMIT APPLICATION ONLINE

The Green Communities Online Grant Application System is a portal available via an internet cloud website, iMeet Central. The Green Communities Division has worked hard to make this online process simple, please read the instructions.

### Conventions in the Instructions

- Items in < > are clickable; e.g., <Submit> is a clickable **Submit** button
- Items that are underlined and [blue](#) are hyperlinks to other web pages.

### Getting Started

- Only one person can submit information from your city or town. Please designate a single person who will be submitting the grant application and provide his/her email address to your Regional Coordinator. A new single point of contact will receive an email invitation to the online application system and will be asked to complete a one-time registration creating a user profile with username and password. A contact from the Designation process can be given access to the Grant Application system.
- Use a high speed (broadband) Internet connection if possible. Dial-up connections work but may be frustratingly slow. If you do not have access to a good Internet connection, please contact Jane Pfister, [jane.pfister@mass.gov](mailto:jane.pfister@mass.gov), or 617-935-9158
- **No paper submission** is accepted for the grant application. The process is online and electronic only.

### Application Materials Checklist – ARE YOUR MATERIALS READY?

- NAME each of your electronic files beginning with the municipal name (rather than town or city of...) and wording that makes the content of the file clear.
- Grant Application Table (Excel file)
- Signed Certification of Application (PDF file)
- Project Narrative for EACH proposed measure (Word or PDF file). Narrative can include all the proposed measures in one file, one after the other in the order listed in the grant table.
- Supporting Audits, Studies, other documentation for EACH proposed measure (complete study please, NOT just relevant pages) (Word or PDF file). If you have more than a total of nineteen (17) supporting files to upload, then create a compressed (zipped) file (with the required name format) with all supporting files for a proposed project (see instructions for creating a compressed folder).

**PLEASE NOTE:** You **cannot** return to a partially completed form to add or correct information. If you log out without using the <Submit> button, nothing has been saved in the system. However, if you used the <Submit> button and submitted a form with uploaded files and then log back in, the form will be blank BUT the system saved the information you entered on the form and the files you uploaded.

**Please do not submit more than once**, if you do not see your city or town name on the drop-down pick list, made a mistake, or forgot something, please contact Jane Pfister at [jane.pfister@mass.gov](mailto:jane.pfister@mass.gov) / 617-935-9158.

### Grant Application Process

1. Fill out the online form completely. You will upload multiple files using the form, each beginning with the municipal name then wording that makes the content of the file clear.

2. Upload the Grant Application Table (as Excel), signed Certification of Application (as PDF), Project Narrative(s), and any other supporting materials using the Upload fields (green lines at the bottom). For each upload, click on the grey <Browse> button or in the space that says "No file selected", browse to and select a file on your computer, then double click on it or select "open". The file's path on your computer will show in the blank white space.
  - If there are multiple documents necessary to support the grant application, please submit them as separate files rather than combined into a single file. If you have more files than there are upload lines, create a compressed (zipped) file with all files for a proposed project (see instructions on page 8).
3. Review the form and uploads carefully to make sure everything is complete and how you want it. Click on the calendar icon to select the date. When you are ready, click on the <Submit> button.
  - When you submit a form you may receive the following message: "This form is non-secure - do you still want to send it?" It's just informational; nothing to worry about. Answer <Yes>.

After you submit, a confirmation page will appear. DOER will also receive a message from the system. Shortly you will receive an email confirming that DOER's Green Communities Division has received your grant application and the number of files uploaded. If you need to add additional files after that point, please email them directly to [Jane.Pfister@mass.gov](mailto:Jane.Pfister@mass.gov) / 617-935-9158.

## Get Help

**Pre-Grant Application Process** - [Contact your Regional Coordinator](#)

**Online Process and Technical Issues** - Contact [Jane.Pfister@mass.gov](mailto:Jane.Pfister@mass.gov) / 617-935-9158

### How to Create a Compressed (zipped) Folder

1. Put all the files you want to attach somewhere on your computer (e.g. in one folder).
2. Select all the files you wish to include: Hold down the <Ctrl> key as you click each one. They will all be highlighted.
3. Right click any of the highlighted files (put your cursor over one of the files and click the right button on your mouse or other pointing device).
4. Select <Send To> (about half way down the pop-up menu).
5. Select <Compressed (zipped) Folder> from the next pop-up menu.
6. Find the new folder. It will have the name of one of the files you selected (in step 3), but with a .zip extension (e.g. Town Efficiency Audit.zip).
7. Rename the zip folder by (right clicking the folder name and select <Rename> (near the bottom of the menu).
8. Change only the name to the left of the period (i.e. keep the .zip extension).
9. Begin with municipal name then wording that makes the content of the file clear.
10. Upload the same way, using a green Upload line on the form.

**TOWN OF HOPEDALE  
BOARD, COMMISSION OR COMMITTEE  
TALENT BANK FORM**

Local Government needs citizens to give of their time and talents serving the Town of Hopedale. A Talent Bank has been established to compile a list of interested citizens, willing to serve on a voluntary basis on boards, commissions and committees. Some groups meet often, others require less time, and still others are busy only at specific times of the year. Occasionally, there are requirements for ad hoc committees or sub-committees appointed to work on specific projects. Experience indicates that the two most appropriate qualities for successful service are an open mind and exercise of common sense.

If you are interested in serving, please list the position(s) you wish to be considered for:

Board, Commission or Committee applying for:

Zoning Board of Appeals

Please return completed forms to:

Town Administrator's Office – Hopedale Town Hall 78 Hopedale Street, Hopedale, MA 01747

The Town Hall mailing address is: P.O. Box 7, Hopedale MA, 01747

Please Note:

- The Board of Selectmen may fill vacancies until next election.
- It is recommended that you attend a few meetings of the committee or board you are contemplating joining to help determine your interest.
- The board/committee will be asked for their recommendation on each applicant appointment.

Name: Scott Savage Are you a registered voter?  Yes  No

Address: [REDACTED] How long have you lived in Hopedale? 4.5 Years

Home Phone: None Cell Phone: [REDACTED] E-Mail: [REDACTED]

How would you like to be contacted? Call, Text, or Email is fine

Occupation: Real Estate Broker w Century 21 in Milford. I also have a commercial construction company and development company.

Please list any potential conflicts of interest, e.g. membership in an organization or your business: I am a real estate broker who works both is residential and commercial markets. I do not anticipate any issues coming up but could have a client that is looking for a zoning ruling at some point in the future.

Education and Experience: I graduated from Bentley University and ran a construction company for over 10 years. I have since moved away from the active role in that company and am a full time Real Estate Broker. I have never served in local politics but want to begin to serve my town now and into the future

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment? I have not although I have joined Planning Board meetings. I feel that my experience with real estate could be useful on the ZBA.

Have you ever had business before the Board/Committee to which you are requesting an appointment?

Yes  No If yes what type of business? \_\_\_\_\_

Special interests and skills: I can bring the experience of working in real estate both residential and commercial and navigating the zoning bylaws of many surrounding towns to identify and secure properties for clients.

Activities, e.g. Government/Civic & Community/Charitable & Educational: \_\_\_\_\_

I have coached in youth sports since arriving to Hopedale including 4 years of tee ball and this year am coaching at two levels and will be coaching the summer Hopedale under 8 team. I have volunteered to coach basketball camps in the past. I also have donated time and money to BBC and the Friends of Bright Beginnings. I help my wife with leading a Cub Scout troop for the last 2 years. I have also sponsored activities in town like the cacao crawl and was going to sponsor all costs of the 2020 easter even prior to its cancellation.

Reasons for wanting to serve: \_\_\_\_\_

I have always been interested in local and larger politics. I never felt comfortable putting myself out there to join however as it isn't a easy fit for my personality. After seeing and talking with Kaplan I decided now was the time to become involved. My interest was centered around the areas that I have experience with, planning board and ZBA. I plan on my involvement in town service to be a longterm commitment to Hopedale.

*The completion of this form in no way assures appointment. Citizens deemed most qualified to serve in a particular capacity will fill all board, commission or committee vacancies.*

Applicant's Signature *Scott Savage*

dotloop verified  
06/01/21 10:10 AM EDT  
5ASZ-0TWV-HEK1-VTKR

Date 06/01/2021

Dear Ann

I'm sorry but I will be stepping down from the B.O.A. effective immediately. With my new job and responsibilities it is becoming difficult to commit time to the Town and the Board. It's been an honor to serve the Town all these years and I hope the next member enjoys it as much as I did. I wish you and the Board the best of luck in the coming years.

Sincerely

Ed Holland Jr



1 Mercantile Street - Suite 520  
Worcester, MA 01608  
[www.cmrpc.org](http://www.cmrpc.org)

## MEMORANDUM

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**To:** Boards of Selectmen and Boards of Health in the Towns of Blackstone, Douglas, Hopedale, Northbridge, Mendon, Millville, Upton, Uxbridge

**From:** Connor Robichaud, Regional Projects Coordinator, CMRPC

**RE:** Public Health Excellence Shared Services Grant

**Date:** May 24, 2021

**CC:** Boards of Health Staff

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The Central Massachusetts Regional Planning Commission, serving as the lead entity for the participating Towns, will be receiving a three-year grant with an annual award of \$277,397 from the Department of Public Health as part of the Public Health Excellence Shared Services Grant Program. This successful grant application is a testament to the dedication of these Boards of Health and their staff. The enclosed Inter-Municipal Agreement (IMA) was drafted in cooperation with representatives from each Board of Health. The IMA lays out the shared governance model for the proposed shared public health services and would require authorization from the Board of Selectmen to be implemented. The IMA serves as the participating Towns' contract with the Host Town of Northbridge for the new services and would establish an Oversight Board with equal representation from each Town.

The grant includes funding to hire 1.5 FTE Shared Inspectors and .5 FTE Community Health Coordinator as employees of the host Town of Northbridge. The Inspector will provide public health inspectional services to participating towns while the Community Health Coordinator would draft public health educational and messaging materials, write grants for community health programs, and bring a new level of service by building civic engagement at the direction of participating Towns. The grant also funds CMRPC to administer the DPH grant, coordinate the new cooperative effort, and facilitate the development of these governance documents.

The past year has highlighted the importance of local public health departments and this grant allows the region to build its capacity for public health services at no cost to participating Towns. While each Town's Board of Health will retain its local authority, this coordinated regional approach will fill gaps, enhance existing services, and expand public health programs to

better serve residents moving forward. **Please submit any comments by June 9<sup>th</sup> at 3pm** to Connor Robichaud [crobichaud@cmrpc.org](mailto:crobichaud@cmrpc.org) and copy your Town's Board of Health point of contact for this working group. Once the working group incorporates comments into a revised IMA, Boards of Health and Boards of Selectmen will be asked to formally approve the agreement.

## Inter-Municipal Agreement (IMA) for Local Public Health Services

THIS AGREEMENT is entered into between the Town of \_\_\_\_\_, (hereinafter "TOWN") and the Town of \_\_\_\_\_, Massachusetts in its capacity as Host Town of the Blackstone Valley Partnership for Public Health, (hereinafter "BVPPH").

WHEREAS, the TOWN desires to share key public health services under the Public Health Excellence grant awarded to BVPPH via the Department of Public Health; and

WHEREAS, the TOWN desires to equitably, efficiently and consistently promote, protect and preserve the public health; and

WHEREAS, the TOWN has obtained authorization for this joint undertaking pursuant to M.G.L. C.40, §4A by vote of its authorizing authority; In addition, its Boards of Health must approve this Agreement;

NOW, THEREFORE, the TOWN, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agrees under seal as follows:

1. Term.

The term of this Agreement shall be 3 years, coinciding with the grant term, commencing upon execution of this Agreement. It will be reviewed 6 months prior to the end of the grant term to make any necessary adjustments after funds have been expended.

2. Governance

The BVPPH shall have an Oversight Board convened monthly by the Oversight Board Chair/Co-Chairs.

- Composition: one member and one alternate appointed by the Board of Health from each member Town. Each Town's member and alternate should be either a Board of Health member or staff working on behalf of the Board of Health.
- Voting: Each Town will have one member with the ability to vote. Every member present at Board meetings shall have an equal voice in determining shared priorities, services to be provided, and hiring decisions.



- Any Oversight Board member may designate a proxy in writing for a particular meeting. This is to be used in situations where the member and alternate are not able to attend a meeting.
  - Roles and Responsibilities of the Oversight Board:
    - Meet on a regular basis
    - Develop annual and long-term goals for the BVPPH
    - Set BVPPH staff priorities
    - Collaborate in developing a sustainability plan for BVPPH
    - Adopt any BVPPH-wide policies and recommended regulations
    - Review and make recommendations on operating budgets
    - Review financial status
    - Review and act on reports from staff
    - Participate in hiring and performance evaluations of staff
3. Two representatives shall be full voting members of the Board whose term shall be as determined by the TOWN's local Board of Health. The TOWN shall maintain its local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
4. Quorum. A majority of the voting members of the Board shall constitute a quorum for the purposes of transacting business. The Board may act by a simple majority of members present and voting unless otherwise provided herein.
- a. Tied votes will defeat the motion
5. Meetings. The Board shall meet quarterly and may schedule additional meetings as necessary. All meetings shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L.c.30A, sections 18- 25.
6. Host Town. The Town of Northbridge currently serves as the Host Town. The Host Town shall seek to provide the following services to the Towns:
- a. Hire and supervise staff. Hiring processes and goal setting will be done in collaboration with CMRPC and members of the Oversight Board.
  - b. Understanding that the Host Town's ability to provide services will depend on the qualifications of the new employees, they will seek to provide TOWNS with public health services listed in the job descriptions Attachment A (Regional Health Inspector) and Attachment B (Community Health Coordinator).
  - c. Write and administer grants to support BVPPH Board goals in coordination with participating towns and CMRPC.
  - d. Work with CMRPC to ensure compliance with all reporting requirements to DPH and all other grantors.

- e. Utilize shared staff to support CMRPC in preparing a monthly report for the Oversight Board. This report will also serve as an update to the grantor
- f. Work with CMRPC as they provide fiscal management for grant funds.
- g. Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, Conflict of Interest, and Ethics.
- h. Collaborate with member Towns and CMRPC to create and maintain a tracking system for public health work under this agreement.
- i. Ensure that financial management and expenditure meets grantor, state, and federal standards, and CMRPC financial policies and practices, including providing an annual audit, payroll, benefits administration, health insurance and bill processing
- j. Provide procurement services for district staff and equipment, as needed.
- k. Administer personnel policies and supervise staff.
- l. Maintain liability insurance including worker's compensation for BVPPH staff.
- m. Provide office space for BVPPH staff, as needed
- n. Provide information technology support for BVPPH staff.
- o. Attend Oversight Board meetings

7. Obligations of the TOWN

The Town agrees to provide the following services to ensure that the BVPPH provides quality, efficient delivery of service:

- a. Appoint a member and alternate to the Oversight Board.
- b. Assist shared staff in establishing work tasks and priorities.
- c. Communicate any concerns about the program first to the staff person involved, then, if needed, to the Host Town Board of Health Administrator.
- d. Prompt review of staff reports and other materials
- e. Prompt payment of invoices
- f. Towns will seek to implement FoodCode-Pro, a cloud-based inspection software.
- g. Board of Health members are welcome to visit programs conducted by the Shared Staff. Board members interested in accompanying a staff person should communicate that request directly, on either a specific or general basis. The presence of a local Board of Health member is always a positive addition to code enforcement and public health work.

8. Funding

Annually, the Oversight Board, in collaboration with CMRPC, develops and approves a public health services budget for contractual shared services. These services are covered under a DPH Public Health Excellence Grant administered by CMRPC. The grant term is three years. It is the intention of BVPPH to seek grant funds to sustain these services but if that is unsuccessful, participating towns will need to revisit this agreement and determine whether they will allocate TOWN funds to continue participation. Until grant funds are expended, there will be no cost to participating TOWNS. Execution of this Inter-Municipal Agreement does not obligate any TOWN to

fund the BVPPH and a contract amendment would be required to do so. Any fees collected for inspections or other services from the constituents of the Member Municipalities shall remain with the Town in which the inspection was performed.

9. Other Municipal Services

This Agreement solely governs the sharing and delivery of public health services by the BVPPH to the TOWN. This Agreement applies only to those public health services statutorily and customarily rendered by local health departments under Massachusetts law and as defined in the attached Job Descriptions. The Member Municipalities of BVPPH are authorized through Inter-Municipal Agreements as amended, to add or remove associated services to be delivered based on a vote of the Oversight Board.

10. Employees

An employee of the BVPPH, who performs services, pursuant to this Agreement on behalf of another Member Municipality, shall be deemed to remain an employee of the employee's hiring Municipality and shall retain all accrued benefits and shall be subject to standard personnel practices of such Municipality.

11. Indemnification

The Town shall indemnify the BVPPH from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the BVPPH performance under this agreement but only to the extent and in an amount for which the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

BVPPH shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from BVPPH's performance under this agreement but only to the extent and in an amount for which the BVPPH would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement, the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The BVPPH and the TOWN shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence,

protecting the other party against any and all claims for bodily injury, \$3,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

12. Termination

The TOWN, duly authorized, may withdraw from and terminate this Agreement upon the provision of at least thirty (30) days prior written notice to the HOST TOWN. Upon such termination, the TOWN shall be solely responsible for the provision of public health services for its benefit. Upon such termination, the HOST TOWN shall prepare a full statement of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter.

13. Assignment

None of the Parties herein shall assign or transfer any of their rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Party unless otherwise noted in this agreement.

14. Amendment

This Agreement may be amended only by a writing signed by all Parties duly authorized.

15. Severability

If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Force Majeure

Neither the Town nor the BVPPH shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

17. Waiver

The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Parties. Forbearance by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

18. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

19. Headings

The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

20. Non-Discrimination

Neither the BVPPH nor the TOWN shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service or any other protected class under the law with respect to admission to, access to, or operation of its programs, services or activities.

21. Notices

Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(contact name)  
(email)  
(phone)  
(address)

Town of \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(contact name)  
(email)  
(phone)

\_\_\_\_\_  
\_\_\_\_\_  
(address)

22. Complete Agreement

This Agreement constitutes the entire agreement between the Host Town of \_\_\_\_ and Town of \_\_\_\_ concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Host Town of \_\_\_\_ and Town of \_\_\_\_ concerning the subject matter hereof. The Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions the any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

\_\_\_\_\_  
Town of \_\_\_\_\_ Select Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of \_\_\_\_\_ Board of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Host Town of \_\_\_\_\_ Select Board

\_\_\_\_\_  
Date

## HOST COMMUNITY AGREEMENT

**Between**

**TOWN OF HOPEDALE, MASSACHUSETTS**

**and**

**GREEN RIVER CANNABIS COMPANY, INC.**

This Host Community Agreement ("Agreement") is entered into this \_\_\_\_\_ day of January, 2020 by and between Green River Cannabis Company, Inc., a Massachusetts Corporation with a principal office address of 30 Washington Street, Attleboro, Massachusetts ("Operator" or "Establishment") and the Town of Hopedale, a Massachusetts municipal corporation with a principal address of 78 Hopedale Street, Hopedale, MA 01747 ("Town").

WHEREAS, Operator intends to apply to the cannabis Control Commission (the "CCC") to operate a 2,000 square foot Retail Marijuana Establishment at the property located at 54 Mellen Street, Unit A Parcel ID 20-3-2 within the Town (the "Premises" or the "Facility"), pursuant to G. L. c. 94G (the "Act") and 935 CMR 500: Adult Use of Marijuana and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, Operator seeks to be licensed as a Retail Marijuana Establishment authorized to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell and educate, or otherwise transfer this product to Marijuana Establishments and to consumers; and

WHEREAS, the Operator anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Operator intends to provide certain benefits to the Town in the event that it receives the requisite License from the CCC to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, Operator desires to provide community impact fee payments to the Town pursuant to M.G.L. c. 94G, § 3(d), and any successor statutes and regulations, in order to address any costs imposed upon the Town by the Establishment's operations in the Town; and

WHEREAS, the Town supports Operator's intention to operate a Retail Marijuana Establishment for sale of adult-use marijuana in the Town; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of M.G.L. c. 94G, §3(d), as established by the Act, applicable to the operation of an adult use Retail Marijuana Establishment in the Town; and

WHEREAS, the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and the Town agree as follows:

1- Community Impact Fee: The Town anticipates that, as a result of the Operator's operation of the Retail Marijuana Establishment, the Town will incur additional expense and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services, public health services and education in addition to potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate the direct and indirect financial impact upon the Town and use of Town resources, the Operator agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein {The "Annual Payments"

A. Payments: In the event that the Operator obtains a Final License, or such other license and/or approval as may be required, for the operation of a Retail Marijuana Establishment by the CCC or such other state licensing or monitoring authority, which permits and/or licenses allow the Operator to locate, occupy and operate the Facility in the Town, then the Operator agrees to provide the following Community Impact Fee:

B. Operator shall make Annual Payments in the amount equal to three percent (3%) of the gross revenue from the Retail Marijuana Establishment's annual cannabis or marijuana product sales. The term "gross sales" shall mean the total of all sales transactions of the Facility of marijuana and marijuana infused products.

1. Annual Payments shall be quarterly each calendar year on the 1<sup>st</sup> Tuesday of January, April, July and October, beginning on the first of such dates after the establishment has received both an occupancy permit from the Building Commissioner and the issuance of a Final License and "approval to sell" at the Facility from the CCC.

2. Operator shall submit financial records to the Town within 30 days after payment of each quarterly installment of the Annual Payment with a certification of sales with respect to each such payment. Operator shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility.

3. The Annual Payments shall continue for a period of five (5) years from the date the Facility commences operations. At the conclusion of the five (5) year term, the



Parties shall negotiate the terms of a new Annual Community Impact Fee as an Amendment to this Agreement.

4. The Town may use the above referenced payments as it deems appropriate in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Operator agrees that for the initial 5-year term of the Community Impact Fee, the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

#### B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Operator hereby acknowledges and agrees to pay the usual and customary building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
  2. Facility Consulting Fees and Costs: The Operator shall reimburse the Town for any and all reasonable and customary consulting costs and fees, including without limitation, reasonable attorneys' fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility. Provided, however, that any upfront payments for such fees and costs shall be deducted from the Community Impact Fee payment.
  3. Late Payment Penalty: The Operator acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event the Operator fails to make timely payment as set forth above, the Town will provide the Operator with written notice of delinquency. Any payments that are not fully made within fifteen (15) business days of the date written notice of delinquency has been received by the Operator will be subject to a late payment penalty equal to five percent (5%) of such required payments.
- 2- Term and Termination: Except as expressly provided herein, this Agreement shall take effect on the day above written, subject to the contingencies noted herein for the Operator's necessary state and local permits, licenses and approvals. This agreement shall continue in effect for so long as the Facility operates as a Retail Marijuana Establishment within the Town, with the exception of the Community Impact Fee, which shall be governed by the provisions of Section 1 of this Agreement, or until an amendment or new Host Community Agreement that supersedes this Agreement is executed.

In the event the Operator has not secured a Final License from the CCC and all necessary local permits from the Town and commenced operations at the Facility within one (1) year from the Effective Date of this Agreement, this Agreement shall expire and the Operator shall be required to negotiate a new Agreement in order to operate the Facility within the Town, unless the Board of Selectmen, in its discretion, agrees to an additional extension of time, for good cause, which shall not be unreasonably withheld, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

The Board of Selectmen voted on Monday, December 21, 2020 to allow an extension of this Agreement until December, 21, 2021 for the Operator to secure a Final License from the CCC and all necessary local permits from the Town and commenced operations at the Facility.

3. Local Taxes: At all times during the Term of this Agreement, property, both real and personal, owned or operated by Operator shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Operator or by its landlord, and neither the Operator nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Operator is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Operator is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Operator shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Operator under Section 1 of this Agreement.

4. Applicability of Host Agreement: The provisions of this Host Agreement apply only to the Operator's use of the facility to operate a Retail Marijuana Establishment in accordance with 935 CMR 500.000 as licensed by the CCC.
5. Security: Operator shall maintain security at the Facility at least in accordance with a security plan presented to the Town and approved by the CCC. Additionally, the Operator shall at all times comply with Massachusetts law and local law regarding security of the Facility. Operator shall coordinate with the Hopedale Police Department in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Hopedale Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Hopedale Police Department of any suspicious activities on the site.

Operator shall promptly report the discovery of the following to the Hopedale Police Department immediately: diversion of marijuana, unusual discrepancies identified during inventory, theft, loss and any criminal activity; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana or marijuana establishment agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to loss of electrical power or mechanical malfunction that is expected to last longer than eight

hours; and any other breach of security.

The Operator shall implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the commencement of operations at the Facility. The Operator shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any suggested changes, amendments or modifications to address local concerns.

The Operator agrees and acknowledges that annual inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

6. Local Hiring: To the extent permissible by law, Operator commits to hiring local, qualified employees. In addition to the direct hiring, Operator will work in a good faith, legal, and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Town area whenever otherwise comparable local vendors are available.
7. Improvements to Property: Operator shall make capital improvements to the property such that the property will match the look and feel of the Town, and be of construction standards at least at the quality of other nearby businesses and construction standards per state and local Building Code requirements.
8. Registration and Approvals Required: The obligations of Operator and the Town recited herein are specifically contingent upon the obtaining a final license for the operation of a Retail Marijuana Establishment from the CCC to operate in Town, and all necessary local permits and approvals.
9. Cooperation: The Town agrees to submit to the CCC the required certifications required to support a License Application, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

10. Compliance and Indemnification: The Operator shall comply with all laws, regulations and orders applicable to the operation of a Retail Marijuana Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approval required for the operation of a Retail Marijuana Establishment.

The Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Facility to the extent caused by or contributed to by the Operator, but specifically excluding such matters caused by the negligence of the Town, its agents, departments, officials, employees, insurers and/or successors. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Operator agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. As a condition of indemnification pursuant to this Section, the Town shall: (a) notify the Operator within a reasonable period of time of any matter concerning which the Town may seek indemnification hereunder; (b) at the request of the Operator give the Operator control over the investigation, defense and/or settlement of such matter; and (c) cooperate to the greatest possible extent in such investigation, defense and/or settlement.

11. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.

12. **Notices:** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and also by email. Any and all written notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

**To Town:**

Diana Schindler  
Town  
Administrator  
78 Hopedale  
Street  
Hopedale, MA  
01747

**Copy To:**

Town Counsel  
Brian W. Riley,  
KP-Law, PC  
101 Arch  
Street, 12<sup>th</sup>  
Floor Boston,  
MA 02110

**To Operator:**

Constants  
Poholek Jr  
Green River Cannabis Company, Inc  
30 Washington Street,  
Attleboro, MA 02703

13. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Operator agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Operator in a court of competent jurisdiction, the Operator shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

14. Successors/Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Operator shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town. Prior to any sale or transfer of a controlling interest in the Company, the Company shall obtain the consent of the Town, which shall not be unreasonably withheld or delayed.

15. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

17. Confidentiality: Operator may provide to the Town, certain financial information, investment materials, products, plans, documents, details or company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "Confidential Information"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or at any time thereafter, disclose to any person or entity, any Confidential Information, except as may be required by court order or law. Operator shall mark each plan, page, or transmission with the word "Confidential".

18. Modifications: Modifications to this Agreement may only be effective if made in writing and signed by both parties.

19. Headings: The article, section, and paragraph headings in this Agreement are for convenience only and are not part of the Agreement and shall not affect the interpretation of this Agreement.

20. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

21. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Operator and any other successor, affiliate or corporate entity as joint ventures or partners.

**22. Nullity**

This Agreement shall be null and void in the event that the Operator does not locate a Retail Marijuana Establishment in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Community Impact Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

**23. Third Parties**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS

WHEREOF, the parties hereto have executed this Agreement on the day and year first written above

**For the TOWN OF HOPEDALE BOARD OF SELECTMAN**

Brian R. Keyes

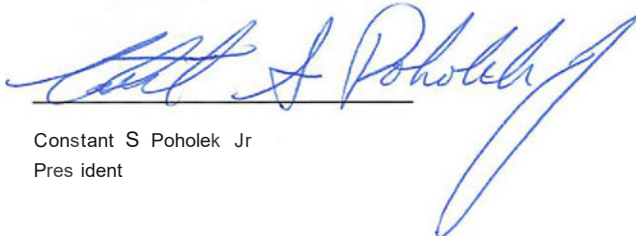
Brian R Keyes (Feb 16 2021 11:10 EST)

Louis J. Arcudi III

Louis J. Arcudi III (Mar 11, 2021 08:34 EST)

**For The:**

**Green River Cannabis Company, Inc.**



Constant S Poholek Jr  
President

**STEPS YOU  
CAN TAKE TO  
GIVE CUSTOMERS  
A BETTER  
EXPERIENCE**

**ENHANCE  
CUSTOMER SERVICE**

Take the extra steps needed to hire quality employees, using background and reference checks and multiple interviews. Provide employee incentives and benefits to keep them motivated. Customers crave friendly, knowledgeable, and experienced staff.

**PROVIDE EMPLOYEES  
WITH MODERN TOOLS**

Customer Relationship Management (CRM) software, appointment scheduling software, and queue management apps make it easier for employees to perform their jobs and let them focus more on customers.

**ACT ON FEEDBACK**

Use feedback from employees & customer surveys to improve processes & rectify negative experiences. This will help build a solid reputation and increase word-of-mouth and positive reviews.

**CREATE CUSTOM  
PROMOTIONS**

Business owners can use technology to collect data. Analytics can inform promotions and loyalty programs. Businesses can even send promos directly to customers with SMS text messages.

**SATISFY CUSTOMERS  
WITH TECHNOLOGY**

New software also enhances customers' experience by allowing them to book appointments & get updates via app. Customers reclaim wasted time spent waiting in lines.





THE WAIT IS OVER



# About



Founded in 2007  
Pasadena, CA & Denver, CO



iOS app: 4.6 rating  
android app: 4.9 rating



Verticals:  
Retail, Government, Healthcare, College

# our passion and mission



*“Eliminate physical lines from the planet”*

110M+ People  
Worldwide  
Have Saved:

7 5 4 0

YEARS

1 3 6

DAYS

2 2

HOURS

5 1

MINUTES

1 8

SECONDS

# Retailers



**Office DEPOT®**  
**OfficeMax®**



# What problems retail is trying to solve?

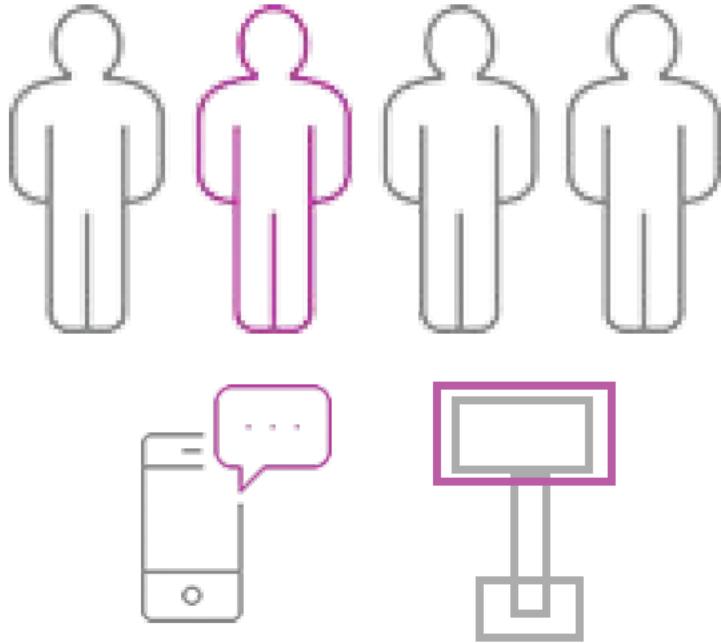
1. Social Distancing
2. Reduce walkaways
3. Improve customer reviews





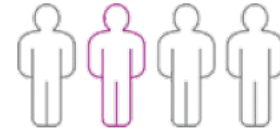
# Customer journey

## 1. join the virtual queue



- text-in
- QLess apps
- your website
- lobby tablet Kiosk
- staff/greeter

# Customer journey



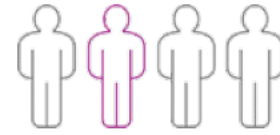
## 2. status updates



No matter where students get in line, they can roam freely

Thanks for getting in line. Your estimated wait is 54 mins and you are 21<sup>st</sup> in line. Wait wherever you want, and we will keep you updated. Send S for status update or L to leave. See you soon!

# Customer journey



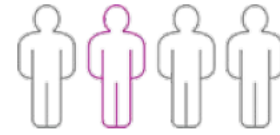
## 3. Predictive summoning



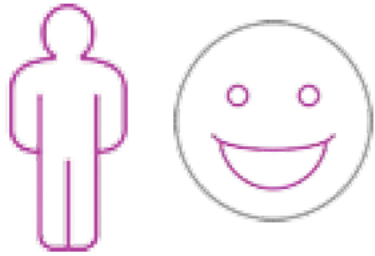
You are almost at the front of the line. Please make your way to the lobby. Your wait is now 10 minutes. Need more time? Send M and we will push you back.



# Customer journey

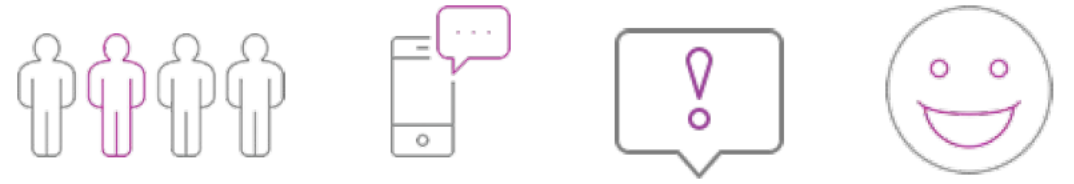


## 4. Summon



It's your turn! Please proceed to window 1. Thank you for your patience.

# Customer journey



## 5. Survey



We hope your visit to lululemon was enjoyable. Please fill out our survey and let us know how we did. See you soon!

[www.lulu.5421](http://www.lulu.5421)



# Why QLess



Eliminate Long Physical Lines through **remote join**



Reduce Walkaways

Extend your primetime

Increase Sales



Reduced Customer Complaints



Gaining Valuable Insights with Tracking and Reporting

SMS Surveys



Enhance Customer Communications and Customer Engagement

# How QLess increases revenues

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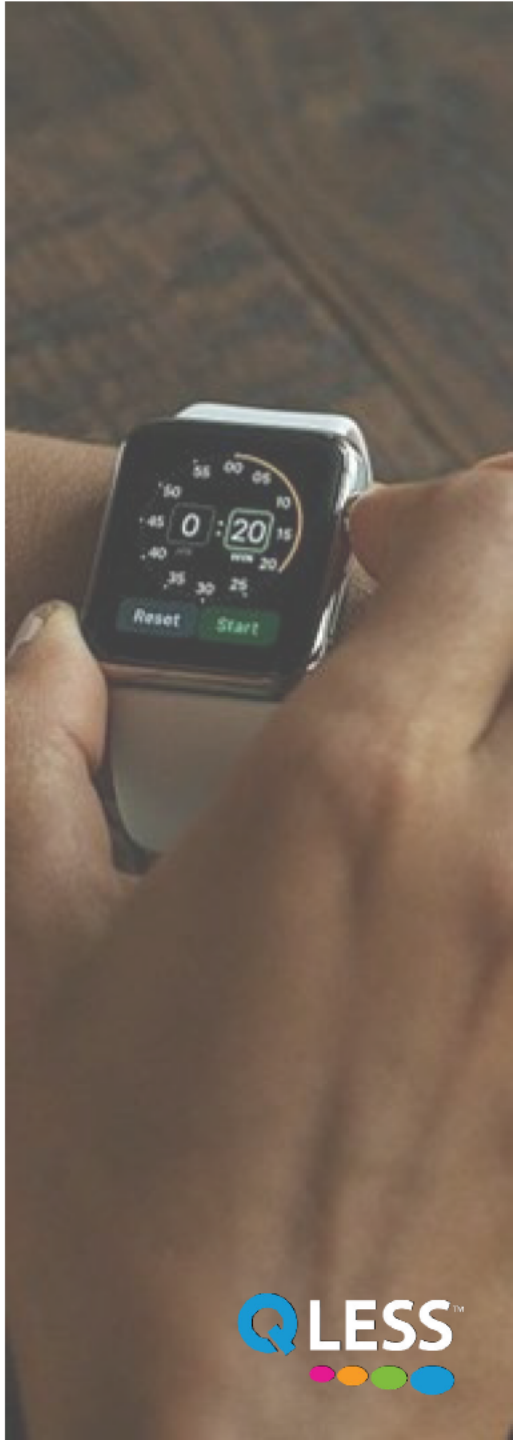


# 1. Reduce walkaways

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Customers no longer walk up to the door, see a physical line and leave. (In many cases the line is outside due to social distancing and capacity)

QLess retailers see a significant reduction in walkaways

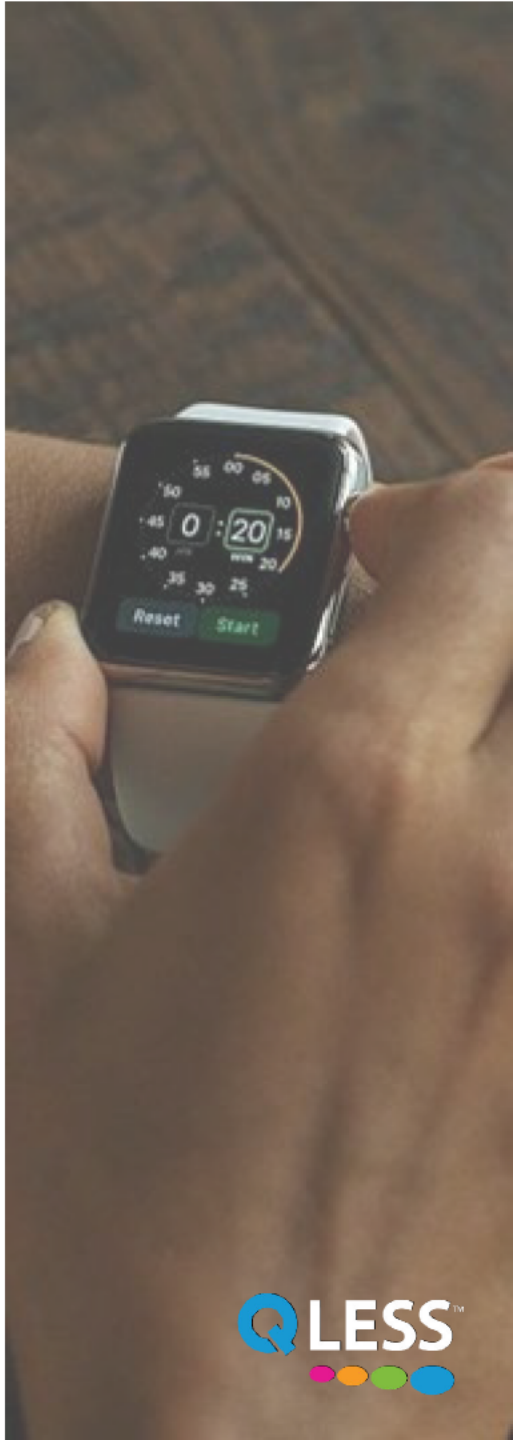


## 2. Shop while you wait

---

Customers can be directed to look at an online catalog and potentially place an order online and join an online order pickup queue

QLess retailers see customers spend **\$1 a minute while they wait**

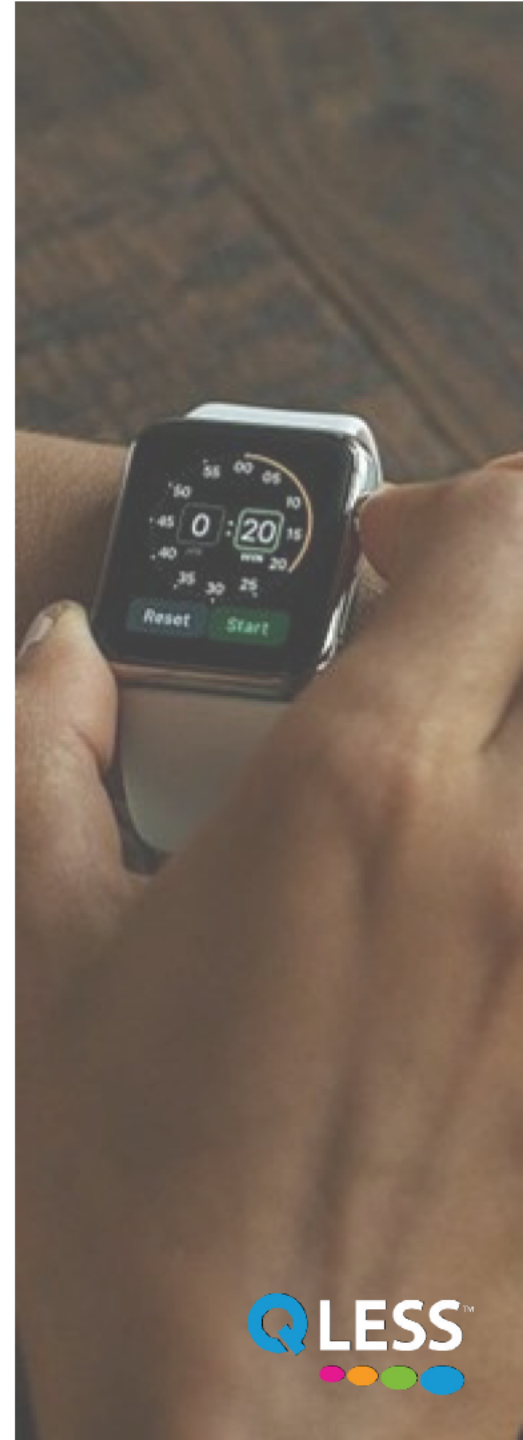


### 3. Time for upsells

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Staff are able to spend more time with each customer, as there are not customers staring at them impatiently.

QLess retailers have seen as much as a **20% increase in upsells**



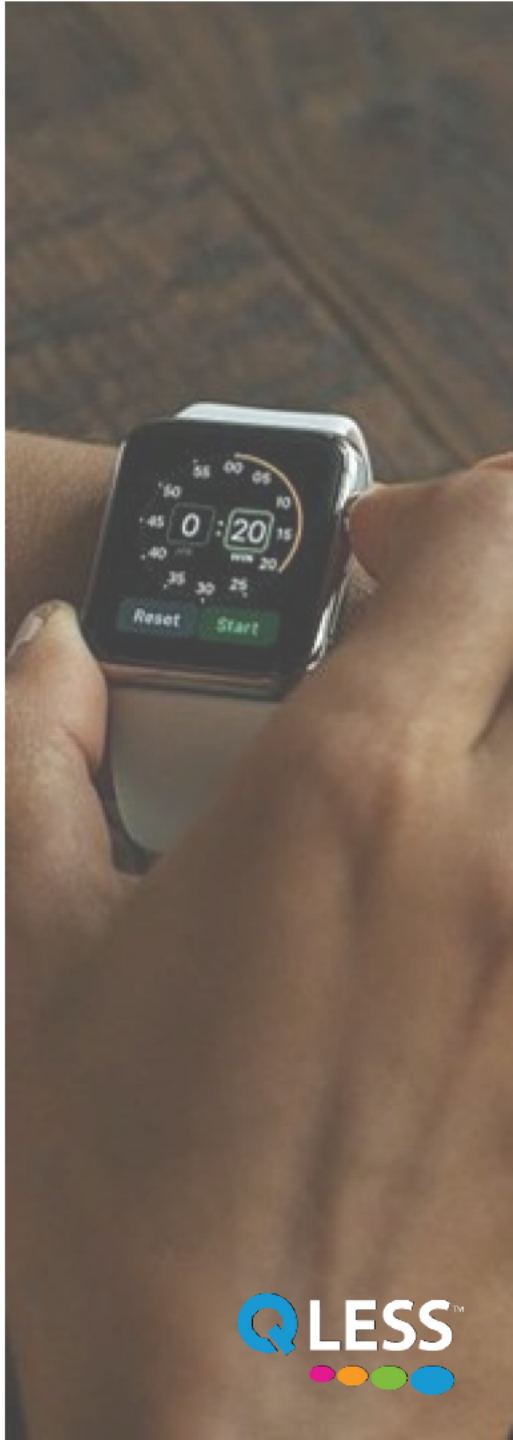


## 4. Extend your prime-time hours

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Customers can get in line remotely and wait where they want. Customers will in turn wait longer for service.

QLess retailers have seen their **prime-time hours extend by as much as 30%**. They see more customers!





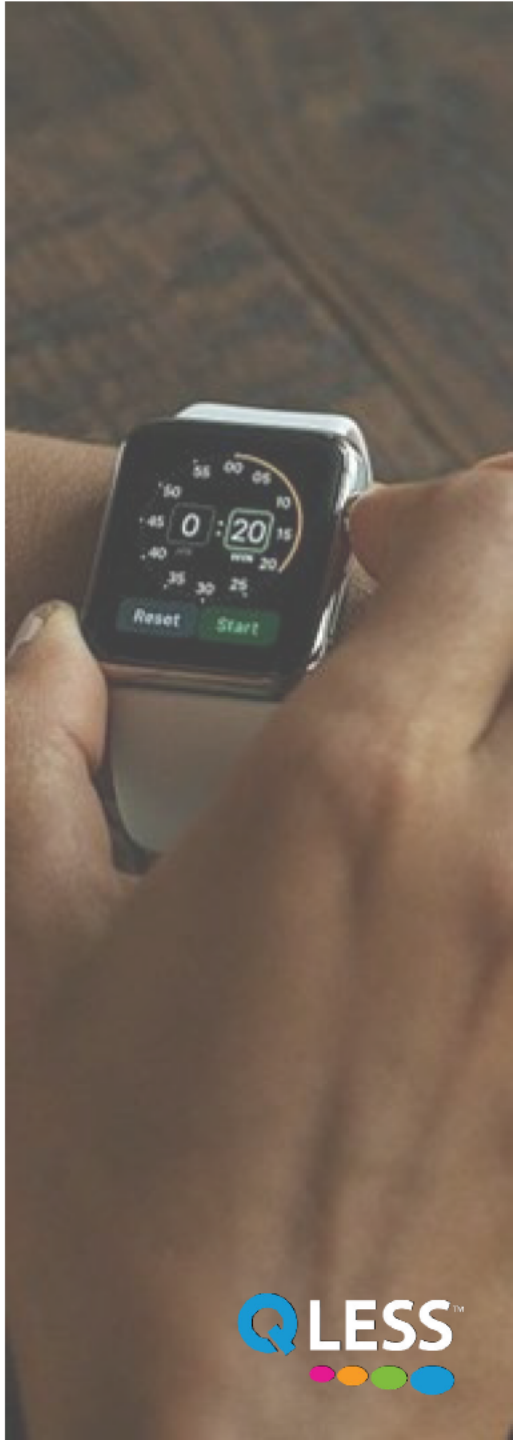
## 5. SMS Survey

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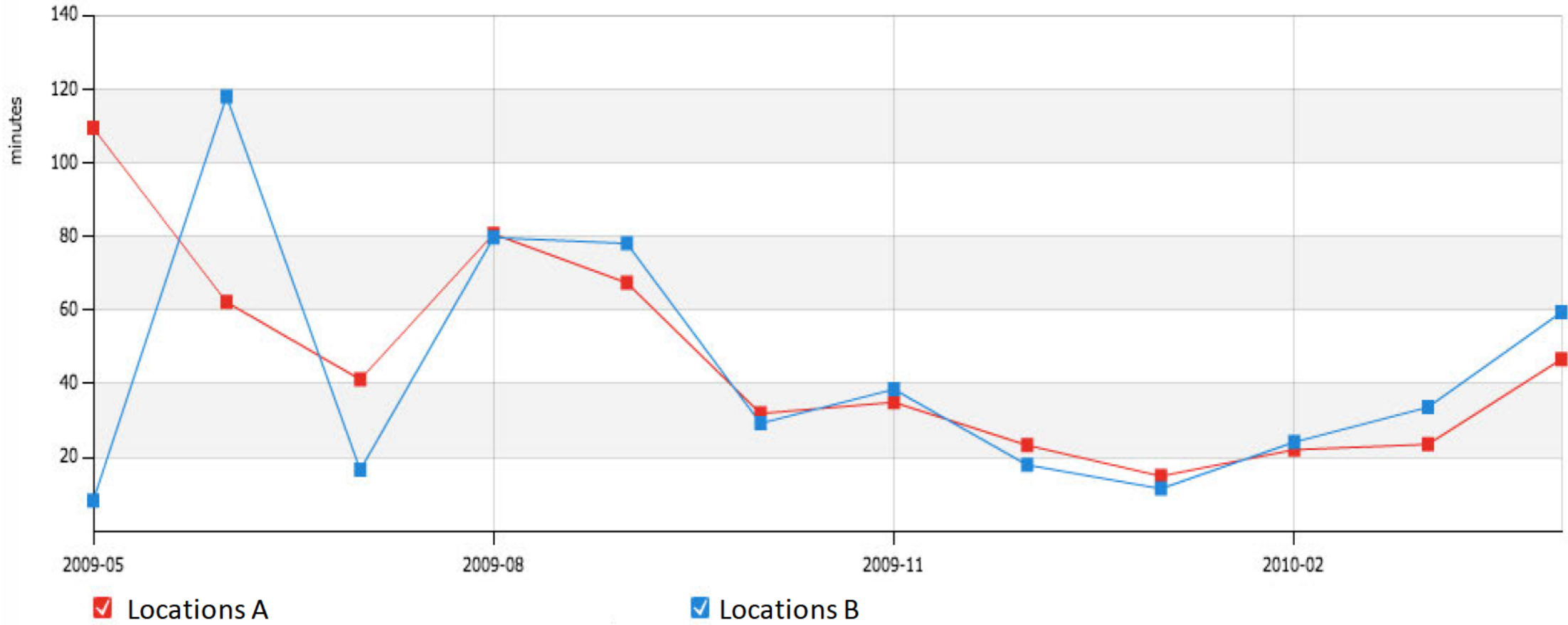
After service, customers receive an SMS text with a link to your simple on-line survey.

QLess retailers have seen an **increase in responses by as much as 300% to 800%!**

And a **10% to 50% increase in NPS scores**

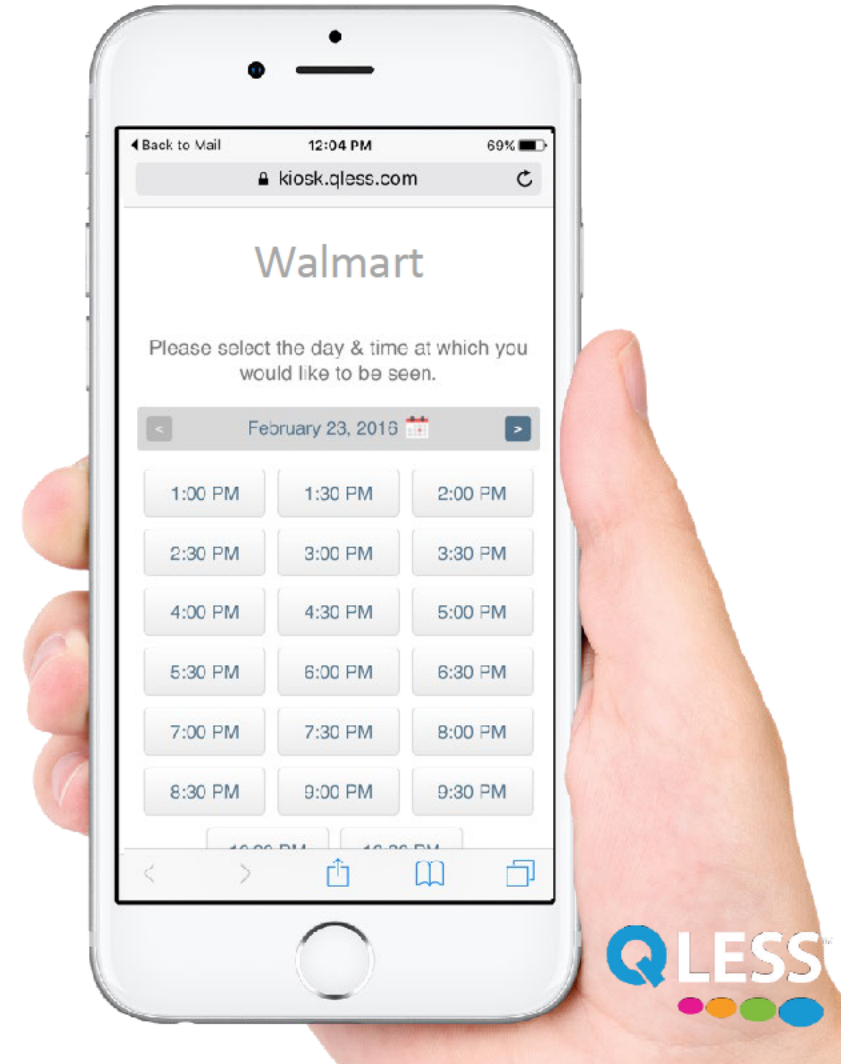


# 5. Load Balancing demand



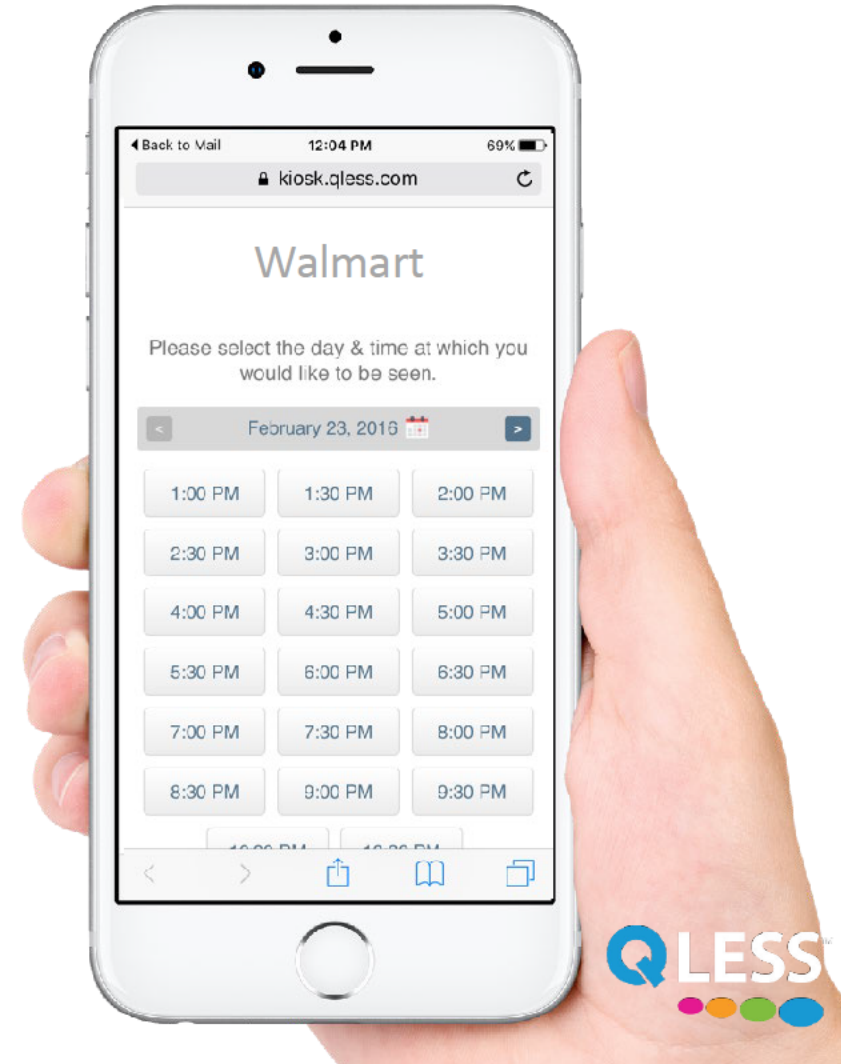
# FlexAppointments

1. Appointments & queueing
2. 2-way calendar integrations for staff
3. interactive SMS appointments  
(we know who is showing up or reschedules)



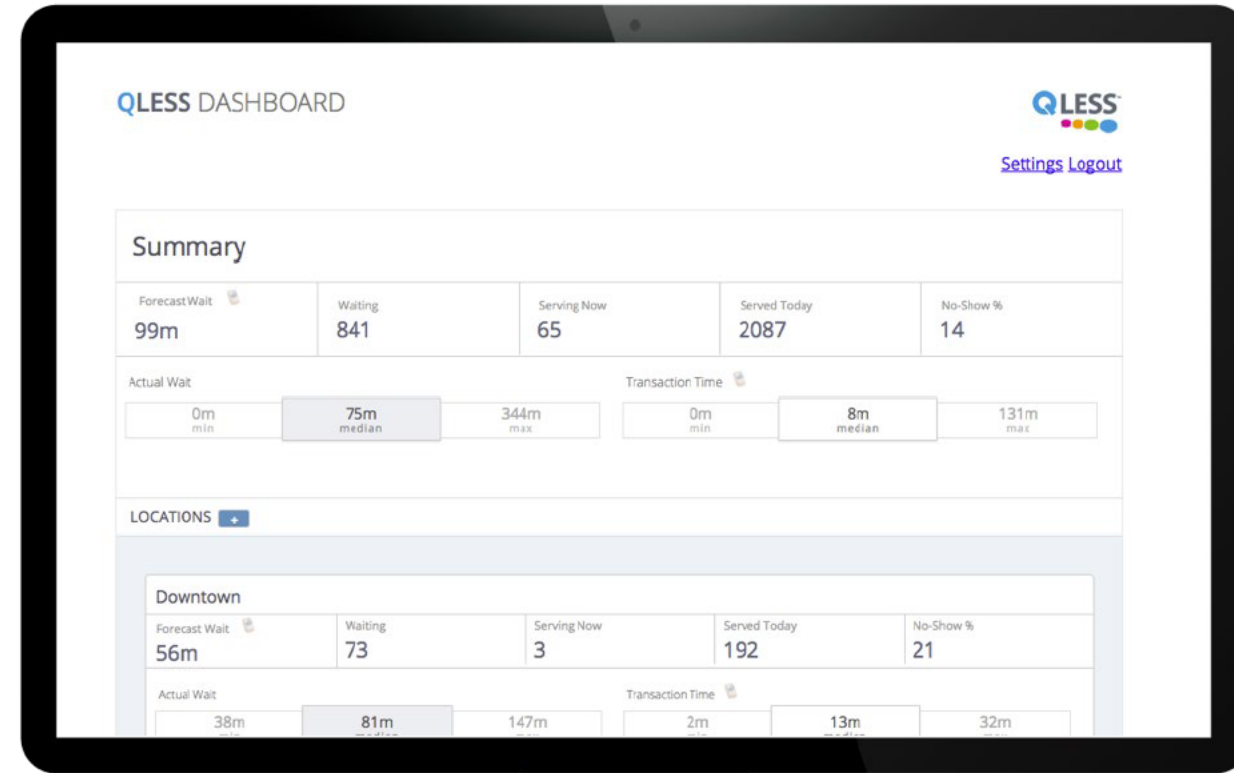
# Additional COVID Features

1. Call-back queues
2. Video-Conference Queues
3. Video-Conference Appointments
4. Pick-up Queues



# Data and Analytics

1. Live Dashboard
2. Daily report KPI's
3. Historical Data



# The technology

100% web based – runs on standard browsers

- Chrome, Firefox, Safari, iE

Servers on AWS (amazon web services)

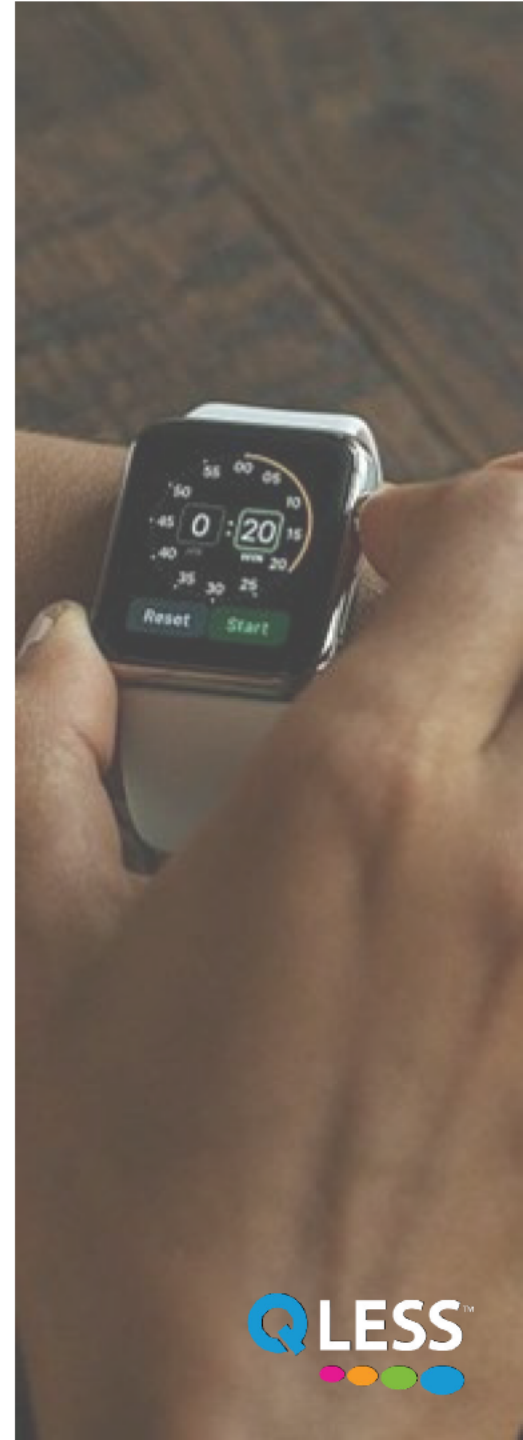
- Cloud environments in U.S. Canada, Europe,

Single Sign-on (SSO) support for **STAFF**

- Ex. Active directory, saml, saml 2.0, shibboleth, LDAP

No proprietary hardware

- QLess can provide minimum requirements
- You can source hardware from QLess (lobby monitors and kiosks (floor, wall, counter)



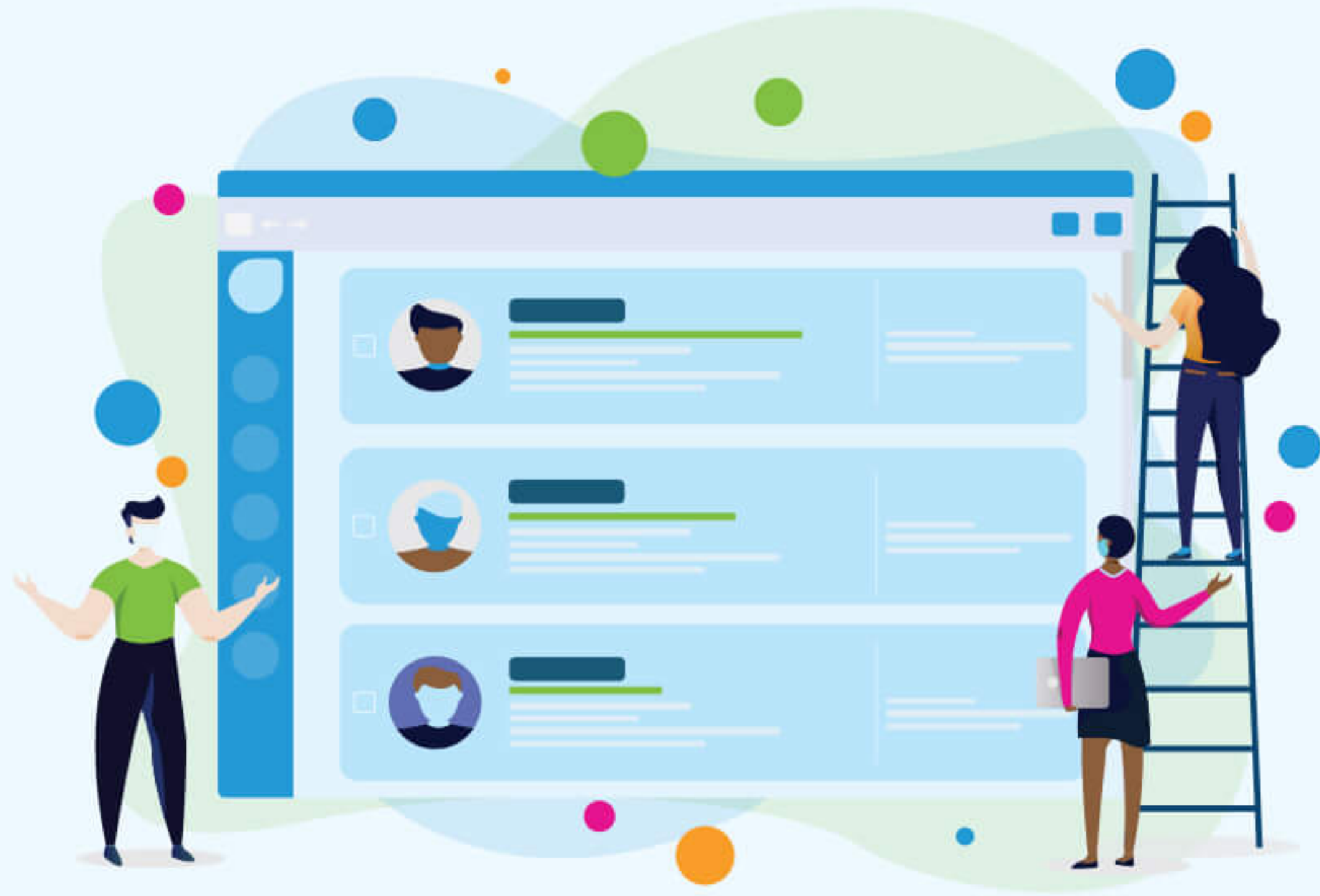


# Thank you

**Dan Berry** / Director of Enterprise Sales  
612.306.6470 / [dan.berry@qless.com](mailto:dan.berry@qless.com)







## Benefits of QLess Appointment Software IN A POST-COVID WORLD



### BETTER CUSTOMER FLOW

Boost customer satisfaction by up to 20% and keep your appointment schedules on time. Customers who arrive late are pushed back in the queue, while those who arrive on schedule are rewarded with prompt service.

### DISPERSE CROWDED WAITING ROOMS

Continue to promote social distancing by emptying congested waiting room areas. Let your customers wait anywhere they please while they receive appointment notifications. Create a healthier environment for both staff and customers.

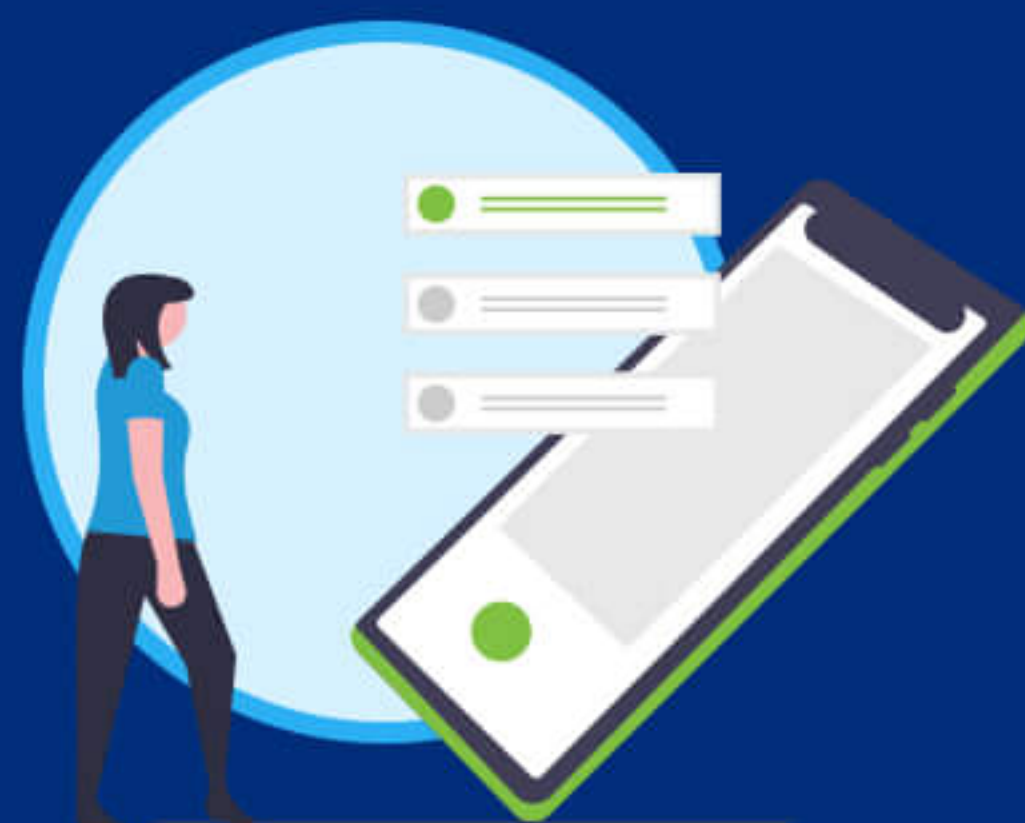


### APPOINTMENTS INTEGRATE WITH WALK-INS

Boost customer satisfaction by up to 20% and keep your appointment schedules on time. Customers who arrive late are pushed back in the queue, while those who arrive on schedule are rewarded with prompt service.

### APPOINTMENT REMINDERS

As the economy reopens, it's more important than ever to retain customers. QLess appointment software automatically confirms appointments and sends customers timely reminders via text or voice messages directly to their cell phones. Reduce no-shows and help customers keep appointments.



### COMMUNICATION BETWEEN STAFF & CUSTOMERS

When staff becomes ill, shipments are delayed, or other issues arise, your company can easily let customers know with direct communication. This keeps customers in the loop, leading to higher satisfaction rates.

### DATA & ANALYTICS

Continue to promote social distancing by emptying congested waiting room areas. Let your customers wait anywhere they please while they receive appointment notifications. Create a healthier environment for both staff and customers.



## REQUEST A FREE DEMO

Contact QLess today to learn more about our appointment software and to get a free demo of how it works in action.





# The QLess Queue Manager Process

## QUELLING THE QUEUE IN BUSINESSES ACROSS THE COUNTRY.

The future of long line and wait time management is here with the QLess queue manager system. Let your customers reclaim wasted wait time and empower them to wait wherever they want to.

Raise your customers' and employees' satisfaction while you collect powerful analytics and data that can help you tailor promos, increase business efficiency, and improve outcomes. Give the old "take-a-number" system the boot and let the latest queue manager system bring your business soaring into the future ahead of the competition.

### JOIN THE VIRTUAL QUEUE

1

Customers can get in line using the company's website, a mobile app, or an onsite QLess kiosk. They can even join the queue manager before ever stepping foot inside the business location. The queue manager can also be used to schedule appointments days or weeks ahead of time. Seamlessly integrate walk-ins with customers who are already in the virtual queue.

2

### TIMELY ALERTS

Once customers are in the virtual queue manager, the app will send them voice or text notifications directly to their smartphone. As they move up in line, the app gives them updates on new wait times. When they are next for service, the app will give them specific directions on where to go. Employees can also directly communicate with customers via the queue manager real-time dashboard.

3

### REQUEST MORE TIME

Life happens. Sometimes we estimate time poorly or just need a few more minutes to complete a transaction, finish a meal, or navigate through traffic.

The QLess queue manager app accommodates for this and asks each customer if they need more time. Customers are then moved further back in the queue instead of starting over from the beginning again.

### RECEIVE PROMO OFFERS

As customers wait, the queue manager can send alerts about your current promos and sales straight to their cell phones.

You will get better exposure on promos because your customers are checking their phones for wait time updates. This means more conversions with less advertising costs.

4

5

### INCREASE SATISFACTION

When customers spend their wait time however they desire, your customer satisfaction rates will go up. Happy customers treat employees better.

Consequently, your employees' satisfaction when interacting with customers will improve as well. Increased satisfaction overall will help your business' reputation and build good word-of-mouth recommendations.

6

### DATA & ANALYTICS

While the QLess kiosk and queue manager app controls the lines, it will also collect powerful data like transaction times and types, satisfaction surveys, outcomes, customer preferences, and more. Easy to read reports and graphs let you customize promos, boost productivity, create employee incentive programs, and improve business operations where needed.





# Ways to Improve Customer Waiting Experience — And Social Distance

The global pandemic has changed the way we live and how businesses operate. Choosing to implement technology that keeps your employees and customers safer from COVID-19 is key in these uncertain times. QLess flex appointments and queue management benefit businesses now as we continue social distancing measures, and in the future as measures are relaxed.



## FLEX APPOINTMENTS

QLess flex appointments let patients and customers easily schedule appointments from the comfort of their home using a company's website, an app on their cell phone, or an onsite kiosk for walk-ins. They can also schedule follow-up appointments with no employee interaction. A cell phone notification can confirm their appointment and give them real-time alerts about when and where a representative is ready to complete their transaction.

### ESSENTIAL INDUSTRIES THAT BENEFIT:

- Healthcare Facilities
- Veterinarian Offices
- Banks & Financial Institutes
- Auto Repair Shops
- Government Offices

## QUEUE MANAGEMENT

The QLess queue management features allow customers to join a virtual line using an app. The app sends them timely updates on their place in line and current wait times. Customers can request more time if needed without being sent to the back of the queue. Employees can even send messages directly to customers. The app disperses lines and improves social distancing efforts.

### ESSENTIAL INDUSTRIES THAT BENEFIT:

- Grocery Stores
- Hardware Stores
- Pet Supplies Stores
- Pharmacies
- Post Offices
- Big Box Stores
- Other Retail Stores

## Wait Anywhere

With alerts being sent directly to customers' cell phones, people are empowered to wait anywhere they want to and in a safe social distancing setting. That could be in their vehicle, outside, at home, or other places that are free from crowds. QLess lets people choose a healthier and safer environment to wait in. Customers are more at ease with businesses that use QLess technology, and employees are less at risk with minimal customer interaction.



Location	Measure Description	Estimated Annual Savings <sup>1</sup>				Installed Cost	Estimated Incentive	Net Cost
		kWh Saved	Therms Saved	Oil Saved	Annual Savings			
G-7788 Town of Hopedale - JR/SR High School Pumps and VFDs	Pump&VFD's	44,537		-	\$ 8,907	\$ 32,363	\$ 24,719	\$ 7,645
G-7789 Town of Hopedale - Memorial ES Pumps and VFDs	Pump&VFD's	38,535		-	\$ 7,707	\$ 49,911	\$ 21,629	\$ 28,283
G-7791 Town of Hopedale - Fire Station Pumps and VFDs	Pump&VFD's	16,191	-	-	\$ 3,105	\$ 37,730	\$ 9,894	\$ 27,836
								<b>\$ 63,763</b>

0.5  
0.9 \$ 3,822.25 22,269  
3.7 \$14,141.25  
9.0

Location	Measure Description	Estimated Annual Savings <sup>1</sup>				Installed Cost	Estimated Incentive	Net Cost
		kWh Saved	Therms Saved	Oil Saved	Annual Savings			
G-7793 Town of Hopedale - Library Lighting	Lighting	12,822	-	-	\$ 2,193	\$ 33,811	\$ 4,593	\$ 29,218
G-7794 Town of Hopedale - Police Station Lighting	Lighting	20,042		-	\$ 3,427	\$ 30,155	\$ 7,640	\$ 22,515
								<b>\$ 51,733</b>

13.3 Historic roof repairs  
6.6

Location	Measure Description	Estimated Annual Savings <sup>1</sup>				Installed Cost	Estimated Incentive	Net Cost
		kWh Saved	Therms Saved	Oil Saved	Annual Savings			
G-7583 Town of Hopedale - JR-SR High School Weatherization	Weatherization	1,706	2,683	-	\$ 3,510	\$ 32,748	\$ 4,536	\$ 28,212
G-7790 Town of Hopedale - Memorial ES Weatherization	Air sealing & weatherstripping	124		1,007	\$ 1,532	\$ 14,954	\$ 37	\$ 14,917
G-7792 Town of Hopedale - Fire Station Weatherization	Air sealing & weatherstripping	582	709	-	\$ 938	\$ 13,521	\$ 884	\$ 12,637
								<b>\$ 55,766</b>

0.3  
8.0 511.8 1706  
9.7 Preapproval letter??

Grant Amount	\$	137,759
	\$	130,788
Admin	\$	7,000

Hopedale					
12345684	G-7793 Town of Hopedale - Library Lighting	\$ 33,811	\$ 4,593	\$ 29,218	
12345693	G-7794 Town of Hopedale - Police Station Lighting	\$ 30,155	\$ 7,640	\$ 22,515	
12697276	G-7583 Town of Hopedale - JR-SR High School Weatherization	\$ 32,748	\$ 4,536	\$ 28,212	Eversource-Gas
12697279	G-7790 Town of Hopedale - Memorial ES Weatherization	\$ 14,954	\$ 37	\$ 14,917	Eversource-Gas
12697272	G-7792 Town of Hopedale - Fire Station Weatherization	\$ 13,521	\$ 884	\$ 12,637	Eversource-Gas
12388338	G-7788 Town of Hopedale - JR/SR High School: Pumps and VFDs	\$ 32,363	\$ 24,719	\$ 7,645	
12388339	G-7789 Town of Hopedale - Memorial ES Pumps and VFDs	\$ 49,911	\$ 21,629	\$ 28,283	
12388341	G-7791 Town of Hopedale - Fire Station Pumps and VFDs	\$ 37,730	\$ 9,894	\$ 27,836	

## Implications of the Pending Termination of the State of Emergency June 7, 2021

As you have all heard by now, the COVID-19 State of Emergency will be formally rescinded at 12:01 a.m. on June 15, 2021. Almost all of the COVID-19 related executive orders, Department of Public Health mandates, sector-specific workplace safety protocols, and gatherings and capacity limits will have expired as of May 29, 2021. Any such orders that were not rescinded as of May 29<sup>th</sup> will expire on June 15<sup>th</sup>, although certain school-related requirements remain in place. We have received several questions in the days since Governor Baker announced the pending termination of the State of Emergency, most commonly involving: the ability of public bodies to hold remote meetings after the State of Emergency ends; whether locally-declared states of emergency and associated orders should be rescinded; and, whether communities are required to re-open town offices and programs in light of the lifting of the State of Emergency. While there are certainly other questions, we wanted to address these most time sensitive issues.

### **Ability of Public Bodies to Meet “Virtually” as of June 15, 2021**

Absent further action by the Legislature, the temporary authorization for public bodies to hold entirely “virtual” meetings will **expire** as of 12:01 a.m. on June 15<sup>th</sup>. It is critical to keep this issue in mind when posting public meetings, and posting and advertising public hearings, that will occur after, or be continued to a date after, the State of Emergency expires. The Governor has proposed a legislative extension to temporarily allow remote meetings to continue to occur after the State of Emergency expires, which would afford more time to transition from virtual to in-person meetings. However, given that June 15<sup>th</sup> is rapidly approaching, it is not clear that such legislative action will occur before the State of Emergency expires. Public bodies, therefore, should be prepared to resume fully in-person meetings as of June 15<sup>th</sup>. Note that there are no longer any state-imposed limitations on the number of people that may gather in a single indoor location, either with or without social distancing.

If you have already posted and/or advertised a “virtual only” public meeting or hearing that will occur June 15<sup>th</sup> or later, we recommend that:

- In the case of public meetings, where only 48 hours advanced notice is required (not counting Saturdays, Sundays, or legal holidays), you amend your meeting notices to reflect that the meeting will be held in-person, and specify the meeting’s physical location;
- In the case of public hearings, where statutory, regulatory, or local requirements mandate publication or other notice more than 48 hours in advance, you should consult with your counsel to determine what steps are necessary and permissible to update those notices to reflect a new meeting location;

### **THE LEADER IN PUBLIC SECTOR LAW**

- If the meeting/hearing will be held both virtually and in person (see “Hybrid Meetings”, below), you should double check meeting/hearing notices to ensure that it is clear that the public’s in-person attendance is permitted and not prohibited.

### **Rules for Remote Participation**

Assuming no further action by the Legislature before June 15<sup>th</sup>, the rules regarding remote participation that existed prior to the pandemic will again apply. Pursuant to 940 CMR 29.10, remote participation by less than a quorum of the public body is permitted, if adopted by the municipality’s Chief Executive Officer (usually the Mayor or Select Board, unless otherwise established by Charter or special act). Should the Select Board vote or the Mayor authorize the use of remote participation, that authorization will apply to all governmental public bodies in the municipality. Notably, local Commissions on Disabilities have independent authority to adopt remote participation rules for their meetings, either on a meeting-by-meeting basis or for all future meetings. The Chief Executive Officer and/or local Commission on Disabilities may adopt more stringent rules on remote participation than those set forth in 940 CMR 29.10, so long as those rules are consistent with and do not violate state or federal law.

As a refresher to the pre-pandemic remote participation rules, at the end of this eUpdate, you will find a bullet-point summary of the minimum requirements for remote participation under 940 CMR 29.10.

### **“Hybrid” Meetings**

There is nothing in the Open Meeting Law that precludes the simultaneous broadcasting of an in-person public meeting or public hearing via technological means (such as live broadcast via local cable access, “Facebook Live”, Zoom, or other platform). Similarly, there is nothing in the Open Meeting Law that precludes a public body from accepting public comment or allowing public participation via virtual means. As a reminder, public bodies are not statutorily required to allow any public comment or participation in their meetings, unless there is a Charter provision, special act, or local ordinance or by-law mandating public comment or participation. Public hearings are a different matter, however, since the public’s right to participate is inherent in the hearing process.

While the lifting of the State of Emergency means that members of the public body will be limited in their ability to remotely participate in public meetings or hearings, the same is not true of members of the public. Now that there are no longer any state-imposed gathering limitations and the State of Emergency will shortly be lifted, the public must be allowed to attend open meetings in person, but they may also be afforded the opportunity to attend remotely. Whether or not to afford this additional opportunity for remote attendance and participation is a policy decision for each community.

If you do choose to offer both in-person and virtual attendance options, you should consider the impacts if a technology disruption occurs during the meeting. Must the meeting be recessed while the technological issues are attempted to be resolved, or must the meeting be terminated in the event that those technological issues cannot be resolved? The answer to this question likely depends upon how the meeting/hearing was noticed. If you offer both in-person and virtual attendance options, to avoid having to suspend or cancel a meeting due to technical difficulties you may wish to include on your meeting notices language such as:

## **THE LEADER IN PUBLIC SECTOR LAW**

“This meeting/hearing of [insert name of public body] will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.”

### **Rescinding Locally-Declared States of Emergency and COVID-19 related mandates**

Many municipalities declared a local state of emergency, in parallel with the Governor’s declaration of a State of Emergency based on particular local public health concerns. Now, however, the question arises as to whether those locally-declared states of emergency should be rescinded. If your locally-declared state of emergency is worded such that it is tied to the state-wide State of Emergency, it may expire on its own as of June 15<sup>th</sup>, without further action by the Select Board/Mayor. If not, you may wish to consider rescinding a locally-declared state of emergency to align with the June 15<sup>th</sup> expiration of the state-wide State of Emergency to avoid confusion resulting from an inconsistency with state procedures.”

A separate but related question is whether or not locally-adopted Mayor/Select Board/Board of Health orders, such as mask mandates, survive the rescission of state-level mandates. The continued application and enforcement of such orders may be difficult to defend once the State of Emergency is lifted, absent specific articulated public health conditions that may exist in any particular municipality. Like locally-declared states of emergency, you will want to examine your local COVID-19 related orders to see if they are worded so as to naturally expire when the state-wide State of Emergency expires, or whether formal action to rescind such orders is necessary. Moreover, should your municipality experience conditions that warrant the re-adoption of COVID-19 related orders after the State of Emergency expires, such local orders must have a basis in existing statutory authorities. Further, the Mayor/Select Board and/or Board of Health should make specific public health and safety-related findings supporting the re-adoption of local COVID-19 orders, such as a new COVID-19 outbreak in the municipality or designation of the municipality as being in the “red zone.” Furthermore, these local orders should be narrowly tailored to limit the scope of restrictions imposed to only those reasonable and necessary to address particular local conditions and protect public health and safety. For reference, please see our Guidance for Boards of Health Re: COVID-19, available [here](#), which provides a comprehensive review of local authorities to address the spread of infectious diseases.

### **Re-Opening of Municipal Buildings and Facilities**

The lifting of the State of Emergency does not immediately require every municipality to re-open every municipal building and facility to the public, although there may be significant public and political pressure to do so. It is certainly reasonable that additional time may be required to “ramp up” operations, in light of the unanticipated lifting of the State of Emergency much earlier than originally planned. Common questions that arise with the re-opening of municipal buildings and facilities to the public include:

- Can we still require the public to wear masks when in City/Town Hall?
- Can we still require social distancing and observance of safety protocols, for both staff and officials, and members of the public?
- Can we require “proof of vaccination” for people entering City/Town Hall?

Whether you can do any of these things, and whether you should do any of these things, are two separate considerations. As far as wearing masks, social distancing, and observance of other safety protocols, these are now recommended practices by the State (as opposed to mandates), and you may wish to treat them similarly at the local level.

In terms of requesting proof of vaccinations, that is likely to be a “hot button” issue for the public and staff alike. Given that you may have to accommodate those who have religious or medical reasons for not being vaccinated, requiring proof of vaccination does not ultimately ensure that only vaccinated persons are permitted in municipal buildings or facilities. With this in mind, municipalities should weigh asking for proof of vaccination against the difficulties in applying a vaccination requirement across-the-board, as well as the potential for confrontations with those who are unvaccinated or who believe it is an intrusion on personal privacy to be asked for proof of vaccination. These, of course, are questions that each municipality should consider individually, and we again suggest that you consult with counsel to ensure that you have fully considered the legal ramifications to such a requirement.

We will continue to keep you updated on additional developments in light of the impending expiration of the State of Emergency, as well as the Legislature’s consideration of possible amendments to the Open Meeting Law. A reminder that we have established a **Coronavirus “hotline,”** at [coronavirusinfo@k-plaw.com](mailto:coronavirusinfo@k-plaw.com). A dedicated team of our attorneys is available through this hotline e-mail address to answer the most frequently-asked legal questions arising from COVID-19. One of these designated attorneys will respond promptly to your inquiries.

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**Summary of minimum requirements for remote participation under 940 CMR 29.10**

1. Chief Executive Officer adopts remote participation for local public bodies.
2. A quorum of the public body, including the Chair or whichever member will be chairing the particular meeting, must be physically present at the meeting location. The remaining members of the public body may participate via remote means. In the case of Commissions on Disabilities, only the Chair or person chairing the meeting must be physically present at the meeting locations; all other members may participate remotely.
3. “As soon as reasonably possible” prior to the meeting, any member of the public body who wishes to participate remotely must notify the Chair (or whomever will be chairing that particular meeting), of the reasons why that member’s physical attendance would be “unreasonably difficult.”
4. Where feasible, the Chair or person who will be chairing the meeting should provide members who will be participating remotely with meeting packets or other documents to be used at the meeting, in advance of the meeting.
5. At the start of the meeting, the Chair is required to identify by name those member(s) participating remotely, and the meeting minutes should reflect this information as well. The reasons for the remote participation do not need to be announced publicly, and no vote of the public body itself is required to permit an individual member’s remote participation.
6. All members participating remotely must be clearly audible to the members of the public body attending the meeting in person. If a video platform (such as Zoom, Microsoft Teams, GoToMeeting) is used, all members must be clearly visible to each other as well (which means that when video conferencing technology is used, members participating remotely must leave their video feed “on” during the meeting).
7. If there are technological difficulties during the meeting, the meeting generally should be suspended until those difficulties can be resolved. If those technological difficulties result in the disconnection of a remotely participating member, the time of disconnection must be noted in the meeting minutes.
8. All votes taken during open or executive session meetings in which one or more members participate remotely, must be taken by roll call vote and recorded as such in the meeting minutes.
9. If members of the public body are participating remotely in an executive session, each such member must also state, at the start of the executive session, that no other person is present and/or able to hear the discussion at the remote location, unless the public body votes to approve that third party’s presence.

The full remote participation requirements can be found at 940 CMR 29.10. Any locally-adopted remote participation policies or rules should also be consulted.