



TOWN OF HOPEDALE

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

Tel: 508-634-2203 Fax: 508-634-2200
www.hopedale-ma.gov

Select Board
Glenda A. Hazard, Chair
Bernard J. Stock
Scott M. Savage

HOPEDALE RESIDENTS USE OF MILFORD COMPOST FACILITY

The Milford Highway Department has authorized Hopedale residents to use the Milford Compost Facility on Fiske Mill Road in Milford for disposal of brush, grass and leaves.

The Compost Facility is open from May through November during the following hours:

Thursday and Friday	12-4
Saturday	8-4
Sunday	10-4

The Compost Facility may open earlier in the year depending on the weather and available funding; visit www.milfordma.gov for updates (click on "Departments" then "Transfer Recycle Station" then "The Compost Facility")

Proof of Hopedale residency must be provided at the Compost Facility.



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CONGRATULATORY PROCLAMATION TO HOPEDALE COMMUNITY HOUSE

On this 100th birthday of the non-profit Hopedale Community House, the Town of Hopedale wishes to express our sincere gratitude for the unparalleled generosity of resident and civic leader George A. Draper who, in 1919, proposed building and maintaining a “community center” for the benefit of the public; the Community House was formally opened in 1923. We celebrate and honor Mr. Draper’s dream.

The Community House and Draper Gymnasium are owned and managed by the private, non-profit Hopedale Community House, Inc. Throughout the years, these facilities have significantly enhanced the social fabric of our community and been widely used by Hopedale school children and residents of all ages. Notably, at no cost to the Town, the Community House provides space for the Hopedale Senior Center and their many programs and activities.

On this occasion, we congratulate the Board of Directors and Community House staff and thank them, and all who have worked throughout the years for their dedication and commitment to ensure that Mr. Draper’s vision lives on.

June 12, 2023

*Town of Hopedale
Select Board*

Glenda A. Hazard, Chair

Bernard J. Stock

Scott M. Savage



ERIC A KINSHERE, CPA
Certified Public Accountants

116 State Road #8, P. O. Box 791
Sagamore Beach, MA 02562
Phone: (508) 833-8508 Fax: (877) 262-0416

YEAR-END LINE TRANSFER REQUEST

TOWN OF: Hopedale - Council on Aging

TO THE OFFICE OF THE ACCOUNTANT:

Request is hereby made for the following transfer between departmental appropriations in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B (non-expiring), of the Massachusetts General Laws:

Transfer From Account Name	Transfer From Account #	Transfer To Account Name	Transfer To Account #	Amount
Nurse	01-541-5200-5306	Salaries & Wages Part Time	01-541-5100-5120	\$525.00

Reason for Transfer: Nurse funds incorrectly placed in an expense line. Funds need to be in Part Time Salaried line.

Signature of Department Head

Date

Signature of Board of Selectmen

Date

Signature of Finance Committee

Date

**Board of Selectmen
Regular Meeting Minutes
April 26, 2021, 7:00 PM**

Present: Chair Keyes, Selectman Arcudi, Town Administrator Schindler, Attorney Brian Riley

Chair Keyes called the meeting to order at 7:00 P.M. Chair Keyes lead the Pledge of Allegiance.

7:00 PM Attorney Brian Riley re Update regarding Notice of Docket Entry 2021-J-0111, Reilly, et al v. Town of Hopedale, et al

Chair Keyes read a statement provided by KP Law providing an update regarding the notice of docket entry 2021-J-0111, Reilly, et al v. town of Hopedale, et al. This letter is provided in the meeting packet. Chair Keyes stated that this information may be redundant because the Board has discussed these items at length.

7:10 PM Introduction of Tim Aicardi, Interim Chief Building Official and Renee Polechronis, Administrative Assistant, of Building Department: Town Administrator requesting support in FY22 budget to implement our Zoning Bylaws on General Code platform with updates annually.

Town Administrator Schindler stated that Renee Polechronis is on vacation and is not able to attend this meeting. Tim Aicardi, Interim Chief Building Official introduced himself and noted that Hopedale is very busy with residential, retail, and commercial projects. Schindler informed that Board of Selectman that Tim Aicardi has been very helpful with updating the Towns bylaws, explaining that having updated bylaws is beneficial for residents, business people and developers. The Board of Selectman thanked Aicardi for his hard work and efforts on the Town's behalf, stating that they have only heard good things about his work.

Consent Items

Accept the Donation of 3 Flower Boxes from the Community House by Tara Chambers (see attached email chain)

The Board of Selectman thanked Tara Chambers and the Community House for their generous donation.

Selectman Arcudi motioned to accept the donation of 3 flower boxes from the Community House by Tara Chambers. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Accept the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) award to the Hopedale Fire Department of \$12,494 from the Firefighter Safety Equipment Grant Program for the purchase of washer extractor unit & gear drying rack/cabinet

Chair Keyes read the letter provided from the Governors Office to Chief Daige regarding the Firefighter Safety Equipment Grant Program as well as the letter from Chief Daige asking the Board to accept the grant. The Select Board thanked Chief Daige, Matthew Berger and the Hopedale Fire Department for their efforts with obtaining grants and serving the Town.

Selectman Arcudi motioned to accept the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) award to the Hopedale Fire Department of \$12,494 from the Firefighter Safety Equipment Grant Program for the purchase of washer extractor unit and gear drying rack/cabinet. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Appointments and Resignations

Appointment of Julie Rinehart from the Master Plan Steering Committee to the Open Space and Recreation Planning Committee. Unexpired Term. Effective April 26, 2021

Appointment of Melissa Butler from the Master Plan Steering Committee to the Open Space and Recreation Planning Committee. Unexpired Term. Effective April 26, 2021

Appointment of David Sprowl from the Parks Commission to the Open Space and Recreation Planning Committee. Unexpired Term. Effective April 26, 2021

Appointment of Becca Solomon from the Conservation Commission to the Open Space and Recreation Planning Committee. Unexpired Term. Effective April 26, 2021

The Board of Selectman thanked these individuals for serving on their current Boards and volunteering to serve on other Boards. The Board of Selectman appreciate their hard work and effort.

Selectman Arcudi motioned to appoint David Sprowl of the Parks Commission, Becca Solomon from the Conservation Commission, Julie Rinehart and Melissa Butler from the Master Plan Steering Committee to the Open Space and Recreation Planning Committee, effective April 26, 2021, for indefinite terms. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

New Business

Approve Contracts for Fire Chief, Deputy Fire Chief and Police Patrol Unit (Vote)

Selectman Arcudi stated that there is a typographical error in the Deputy Fire Chief contract, so that will be moved to a future meeting for approval.

Selectman Arcudi motioned to approve the contract for Fire Chief. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Selectman Arcudi motioned to approve the contract for the Police Patrol Unit. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Annual Town Election Warrant 2021 (Review, Vote & Sign)

Selectman Arcudi motioned to accept the warrant for the Annual Town Election to be held on Tuesday, May 11, 2020, from 12: 00 p.m. to 7: 00 p.m. in the Draper Gymnasium. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Special & Annual Town Meeting, Saturday, May 22, 2021 Start Time (Vote)

Town Administrator Schindler shared the draft Special Town Meeting warrant with the Board of Selectmen, noting that the Annual Town Meeting warrant is not yet available.

Selectman Arcudi motioned to establish 10:00 a.m. as the start time for the Town Meetings on May 22, 2021. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Selectman Arcudi suggested that, given that the meetings will be held out-of-doors, a rain date should be scheduled; it was agreed that the rain date can be voted at a future Board of Selectmen meeting.

Update re: FY22 Budget Materials

Town Administrator Schindler stated that this item was included on the agenda to announce that the Finance Committee has a link on their webpage with updated documents regarding the FY22 budget materials.

Review Draft STM & ATM Warrants

Town Administrator Schindler stated that the Board of Selectmen have just reviewed the Special Town Meeting warrant. Schindler stated that she will provide the Board of Selectmen with the Annual Town Meeting warrant sometime next week.

Old Business

COVID Update: Schedule to Reopen Town Hall

Schindler stated that Bill Fisher, Health Agent informed her that the Town Hall can be open for additional hours and suggested that the Town Hall open for limited set hours, Monday, Wednesday, Friday from 9 a.m. – 11 a.m. and Tuesday and Thursday from 1p.m. – 3p.m. Schindler stated that the public will still need to follow social distancing guidelines and wear masks. Schindler continued that the Town has set up plexiglass at office entryways as an additional precaution. The Board of Selectmen agreed with this suggestion. Schindler stated that she is following State and CDC recommendations for safety.

Selectman Arcudi motioned to adjourn. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 8:34p.m.

Submitted by:
Lindsay Peterman

Board Approved: _____

**Select Board
Regular Meeting Minutes
November 19, 2021, 2:00 p.m.**

Present: Chair Keyes, Selectman Arcudi, Selectwoman Hazard, Town Administrator Schindler

Chair Keyes called the meeting to order at 2:00 p.m. Chair Keyes began the meeting with the Pledge of Allegiance.

Executive Session: In accordance with G.L. c. 30A, §21(a)(3) (Purpose #3), to discuss strategy with respect to litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares, which he does. Reilly, et al. v. Town of Hopedale, Grafton & Upton Railroad, and One Hundred Forty Realty Trust, et al., Worcester Superior Court, C.A. No. 2185CV00238D. Attorneys Brian Riley and Peter Durning, and Eric Kelley, PE from Environmental Partners, present.

The Select Board will not return to Open Session.

Chair Keyes read the executive session purpose above.

Selectwoman Hazard motioned to enter executive session per the purpose that Chair Keyes read, not to return to open session. Selectman Arcudi seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

The Select Board entered executive session at 2:13 p.m.

Chair Keyes dissolved the regular meeting at 2:13 p.m.

Submitted by:
Lindsay Peterman

Board Approved: _____



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Select Board
Glenda A. Hazard, Chair
Bernard J. Stock
Scott M. Savage

Town Administrator
Jeff Nutting
Interim Town Administrator

June 8, 2023

TO: Select Board
FROM: Martha White, Interim Executive Assistant
RE: Appointment of Acting Town Administrator

It is recommended that the Board appoint me as Acting Town Administrator until the new Town Administrator commences work (June 26, 2023).

The purpose of this appointment is to ensure that, should any matters arise that require action by the Town Administrator, they can be properly managed or resolved such that there are no unnecessary delays in the conduct of the Town's business.

As the Board is aware, I have served as Town Administrator in other Massachusetts communities, so am familiar with the authority and responsibilities associated with this position. I assure the Board that I will consult with the Chair and/or Town Counsel should any issues arise that warrant their consideration.

Thank you.



HOPEDALE FIRE DEPARTMENT

40 Dutcher Street - Hopedale MA. 01747

Tel. (508) 473-1050 Fax: (508) 902-0076

www.hopedale-ma.gov/fire-department

Thomas M. Dalge – Fire Chief

David J. McMorrow – Deputy Chief



Select Board
Town Hall Office
78 Hopedale Street
Hopedale MA 01747

May 19th, 2023

Re: Appointment of Call Firefighter Candidate Robert Minichiello

Madam Chair,

I am pleased to put forth Robert "Robby" Minichiello of 259 South Main Street, Hopedale to be considered for the position of Call Firefighter Candidate.

Robby has been a student intern with our department, through the High School's Independent Learning Program (ILP), for the past two years, however, that is not where his love of the firefighting profession began. Robby's father was a Lieutenant within our Call Department when Robby was born. Robby's dad frequently brought Robby with him to the firehouse where he soaked up every bit of knowledge about the firehouse and the equipment that he could. By the time he was five years old, Robby was giving tours to other kids that stopped by the firehouse. Robby's dad resigned from the department after 12+ years, but Robby stopped by and kept learning, being very involved in Boy Scouts, and working as a lifeguard. Fast forward to his junior year in high school, two years ago, and just like he was doing 12 or so years ago giving those tours to the other kids, Robby picked up like he had never been away. Driven by his desire to be more helpful, in his senior year of high school, in addition to his high school curriculum, Robby attended EMT School at night and successfully earned his EMT license when he turned 18. Robby has already been accepted into the Call/Volunteer Recruit Training Program at the Massachusetts Firefighting Academy which begins June 24th. Robby graduates from Hopedale High School on June 3rd and the members and I are excited to have him officially join our department.

I recommend the Board appoint Robert Minichiello to the position of Call Firefighter Candidate effective June 5th, 2023.

Respectfully,



Thomas Dalge
Fire Chief

April 27, 2023

Lauren F. Goldberg
lgoldberg@k-plaw.com

**BY ELECTRONIC MAIL (mwhite@hopedale-ma.gov)
AND FIRST CLASS MAIL**

Hon. Glenda Hazard and
Members of the Select Board
Hopedale Town Hall
P.O. Box 7
Hopedale, MA 01747

Re: Request for Reappointment

Dear Members of the Select Board:

We hereby apply for reappointment to the position of Town Counsel for the upcoming fiscal year. On behalf of the law firm of KP Law, P.C., I would first like to express our appreciation to the Select Board, Town Administrator and Town employees for the privilege of having served the Town as Town Counsel.

As you know, we are committed to the service of municipalities with unparalleled dedication to efficient and cost-effective, personalized service. With KP Law, you are supported by a team of the highest-quality lawyers with specific expertise in the matters the Town faces, with the value added by our record of over four decades of success on behalf of our municipal clients. The KP Law difference is our dedication to our municipal client base. We appreciate the opportunity to continue serving as your Town Counsel.

If there is any additional information that would be useful to you or the Board with respect to the firm, its attorneys, practice areas, or services, please let me know. In the meantime, please contact Brian Riley or me with any questions

Very truly yours,



Lauren F. Goldberg

LFG/aem
cc: Town Administrator
861643/HOPD/0001

sclaramicoli@comcast.net

From: K O'Malley <[redacted]>
Sent: Monday, April 3, 2023 7:57 PM
To: Sue Claramicoli; Jonathan Chase
Subject: HHC resignation

All,

After careful thought, I have decided to resign my position in the Hopedale Historical Commission effective immediately. I apologize for any inconvenience this may create. Since I am not sure if this constitutes official business, I only sent this to Sue and Jonathan. Please disseminate this information to the rest of the members and relay the reason why they were not included in this email.

Sue, let me know when and where I can drop of the key to the Red Shop.

Thank you all,

James (o'malley)

Historical Commission

From: Historical Commission
Sent: Friday, May 19, 2023 12:06 PM
To: Martha White
Cc: Jonathan Chase; Bev Carver; HEATHER DUPUIS
Subject: Request for Appointments to the Hopedale Historical Commission
Attachments: Appointment Request - Beverly Carver.pdf; Appointment Request - Heather Dupuis.pdf

Attached are two letters, with attachments, requesting appointments by the Select Board to the Hopedale Historical Commission. The first is for the appointment of Beverly Carver to the position of *Member* and the second is for the appointment of Heather Dupuis to the position of *Alternate Member*.

Please include these items on the June 2023 Select Board meeting agenda.

Thank you.

Sue C.

Suzan L. Ciaramicoli
Co-Chair (2015 – present)
Hopedale Historical Commission



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Hopedale Historical Commission

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historical@hopedale-ma.gov

Suzan L. Ciaramicoli,
Co-Chairman and
Recording Secretary
Jonathan Chase, Co-Chairman
James D. O'Malley, Treasurer
Patrick W. Giles
Kelly J. Merchant
Frederick G. Oldfield, III
Karen L. Pendleton

May 19, 2023

Select Board, Town of Hopedale
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747-0007

Re: Hopedale Historical Commission - Appointment Request - Beverly A. Carver

Greetings:

On behalf of the Hopedale Historical Commission, I am writing to recommend that Beverly Carver be appointed as a *Member* of the Hopedale Historical Commission by the Select Board. Bev has attended almost a dozen monthly meetings of the Historical Commission. In light of the recent resignation of James O'Malley, this appointment maintains the Commission's full complement of seven members. The Hopedale Historical Commission was established at the Annual Town Meeting on March 1, 1971.

Beverly brings with her several years of service with more than a dozen volunteer organizations and/or committees. She was an active volunteer member in these organizations and committees, providing leadership in many of those entities as well. Here in the Town of Hopedale, she has been active as a volunteer in numerous, including the Council on Aging, Friends of the Library, Friends of Historic Hopedale, Friends of Elders, Opioid Crisis Team, and most recently on the Local Historic District Study Committee.

On her Talent Bank Form, Bev shared that she wishes to serve on the Historical Commission "to preserve the history of Hopedale by identifying, documenting, and protecting historical resources and to increase public awareness of the value of historical preservation."

Thank you for your consideration of this recommendation for appointment.

Sincerely,


Suzan L. Ciaramicoli
Co-Chairman and Recording Secretary

Attachments - Talent Bank Form and Resume - Beverly A. Carver

**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:

Hopedale Historical Commission

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: Beverly Carter

Are you a registered voter? Yes No

Address: 63 Jones Rd.

How long have you lived in Hopedale? 39 years

Home Phone: _____ Cell Phone: _____

E-Mail: f.

How would you like to be contacted? TEXT or email

Occupation: Retired

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

Education and Experience: See attached

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment? 10

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: please see attached

Activities, e.g. Government/Civic & Community/Charitable & Educational: please see attached

Reasons for wanting to serve: To preserve the history of Hopedale
by identifying, documenting & protecting historical
resources and to increase public awareness
of the value of historical preservation.

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 Beverly Carter Date 5/1/2023

BEVERLY A. CARVER
63 Jones Road
Hopedale, MA 01747

Home phone:
Cell phone:
E-mail:

SKILLS AND QUALIFICATIONS

- Proven Sales Experience in Senior Living
- Vibrant, enthusiastic, personable individual who works well independently and as a team player
- Extremely knowledgeable in elder care issues both on a personal and business level
- Proven interpersonal skills dealing with customers and all levels of management
- Well-versed in advertising, promotions and training
- Strong leadership ability; thrives in a multi-task environment

PROFESSIONAL EXPERIENCE

- 2014 – 2020 **Atria Senior Living: A senior living community offering enhanced independent living, assisted living and memory care**
- Sales and Outreach Director** Hopedale, MA
- Responsible for all internal and external sales and marketing
 - Facilitate training and continuous in-servicing for all community staff
 - Accurately maintain the community's Customer Relationship Management database
 - Constantly exceeds weekly company standards
 - Qualify prospective residents, effectively matching our services to needs
 - Research and maintain current information on local competition, new services and competitors entering the marketplace
 - Maintained the last 8 quarters over 95% occupancy.
- Executive Director Atria Draper Place** Hopedale, MA
- Responsible for the day-to day operations of a 68 unit assisted living community
 - Managed seven direct reports and over 80 full and part-time employees
- 2012 – 2014 **Waterstone at Wellesley: A senior living community offering independent and assisted living**
- Sales and Outreach Director** Wellesley, MA
- Responsible for internal sales as a team member
 - Responsible for all external sales, marketing and community relations
 - On-going competitive analysis
 - Maintain Database
 - In the short year and a half of opening the community successfully reached 100% occupancy for 82 apartments in independent living and 52 apartments in assisted living
- 2008 to 2012 **Atria Senior Living: A senior living community offering enhanced independent living, assisted living and memory care**
- Community Sales Director Atria Draper Place** Hopedale MA
- Responsible for all internal and external sales and marketing
 - Facilitate training and continuous in-servicing for all community staff
 - Accurately maintain the community's Customer Relationship Management database

- Constantly exceeds weekly company standards
- Qualify prospective residents, effectively matching our services to needs
- Research and maintain current information on local competition, new services and competitors entering the marketplace
- Maintained the last 8 quarters over 95% occupancy.

2000 to 2007

Carl J. Perlmutter, D.M.D., P.C.
A single doctor orthodontic practice

Newton, MA

Office/Financial Manager/Consultant

- Managed both full and part-time office employees
- Updated computer systems
- Trained personnel on computer software
- Automated billing

BEVERLY A. CARVER

Page Two

- Negotiated and managed orthodontic contracts
- Managed accounts receivables/payables
- Managed Advertising
- Defined job descriptions, office policies and procedures
- Developed OSHA training and procedures, defined protocols
- Managed the transition to a new multiple doctor practice and ownership

1996 to 1999

Health Pathways of New England

Framingham, MA

A nonprofit network of the seven largest Visiting Nurse Associations in Massachusetts devoted to the delivery of home care services for managed care payers and preferred provider organizations

Administrator:

- Negotiated territory coverage with VNA Directors
- Maintained directory/territory maps
- Interface between bookkeeper and outside billing source
- Assured distribution of funds between the VNA's
- Billed, collected and tracked network participation and administration fees
- Maintained and updated contracts
- Maintained and updated fee schedules to ancillary providers
- Performed in-service billing training
- Designed marketing materials and invitations to events
- Eventually worked as a consultant in closing the company following a merger

PREVIOUS

1988 to 1996

Stratus Computer, Inc.
Senior Quality Engineer

Marlborough, MA

Provided statistical quality reports and analysis to ensure focus on key manufacturing processes. Provided project leadership for quality improvement initiatives. Developed and implemented employee award and recognition programs, ISO 9000 training, Employee Quality Awareness Programs

1979 to 1988

Prime Computer, Inc.
Quality Engineer

Framingham, MA

Provided data gathering, analysis and reporting for quality dimensions of corporate-wide manufacturing. Managed domestic and international quality data collections and analysis group. Coordinated manufacturing facility start-ups: Domestic / International

EDUCATION

Northeastern University, Business Administration

Completed additional coursework in Total Quality Management and Training, Project Management and Personnel Management through Worcester Polytechnic Institute, and Clark and Harvard Universities

ASSOCIATIONS

Hopedale Council on Aging, Past Executive Board

Hopedale Friends of the Library Past

Friends of Historic Hopedale, Past President

Southern Worcester County Alzheimer's Partnership (Co-Chair)

Milford area Chamber of Commerce

Milford Regional Medical Center Auxiliary

Chair, Hopedale Opioid Crisis Team

Hopedale Friends of Elders Past

American Society of Quality Engineers

Worcester Computer Society Past

Wellesley Rotary Club Past, Chair several ad hoc committees

Local Historic District Study Committee, Ad

Hoc Town of Hopedale 2017-2018

Greenleaf Garden Club

AWARDS

Atria Pinnacle 2011 Grand Prize for Sales Excellence

Prime Computer Numerous Excellence Awards

From: Brian Riley
Sent: Monday, March 27, 2023 9:51 AM
To: Jeff Nutting <jnutting@hopedale-ma.gov>
Cc: Suzan Ciaramicoli (home) <sciaramicoli@comcast.net>
Subject: RE: Question about Historical Commission membership

*(Appointment of
Alternate members)*

Good morning. The statute, Chapter 40, §8D, requires that the town accept the statute (which happened) but does not require a bylaw be adopted, as some statutes do. The 1971 acceptance effectively made all provisions applicable to the Hopedale Historical Commission, including the appointment of alternate members, so there is no requirement to amend Chapter 104, in my opinion. If more than one alternate member is appointed by the Select Board, I recommend that the initial terms be staggered as referenced by the statute – as one example, one alternate for two years and a second for three years, with subsequent terms to be three years.

Brian W. Riley, Esq.

KP | LAW

101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 654 1722
F: (617) 654 1735
C: (617) 909 9084
briley@k-plaw.com
www.k-plaw.com

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TOWN OF HOPEDALE

Hopedale Historical Commission

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

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Karen L. Pendleton

May 19, 2023

Select Board, Town of Hopedale
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747-0007

Re: Hopedale Historical Commission - Appointment Request - Heather Dupuis

Greetings:

On behalf of the Hopedale Historical Commission, I am writing to recommend that Heather Dupuis be appointed as an *Alternate Member* to the Hopedale Historical Commission by the Select Board. This will be the first appointment of an *alternate member* to the Hopedale Historical Commission since it was established in 1971.

On behalf of the Historical Commission, Interim Town Administrator Jeff Nutting consulted with KP Law Town Counsel, Bryan Riley, asking whether an amendment was needed to the Historical Commission bylaw. The Historical Commission bylaw, Chapter 104, states:

Article 22 of the March 1, 1971 Annual Town Meeting, accepted MGL Chapter 40, §8D, establishing a Historical Commission of the Town of Hopedale for the purposes and with the rights and duties provided by law, to be composed of seven members, residents of the Town, appointed by the Board of Selectmen for terms of three years.

Attorney Riley advised that MGL, Chapter 40, §8D, requires that the town accept the statute (which it did) but does not (didn't) require a bylaw be adopted, as some statutes do. Per Chapter 40, §8D, the Commission shall consist of not less than three, nor more than seven members. *Alternate members* may be appointed in the same manner as provided for in this section, not exceeding in number the principal members. In the case of the absence or inability to act on the part of a principal member, the place of the principal member shall be taken by an *alternate member* designated by the Chair of the Historical Commission.

Attorney Riley further stated that, in his opinion that "the 1971 acceptance of Chapter 40, §8D, effectively made all provisions applicable to the Hopedale Historical Commission, including the appointment of alternate members, so there is no requirement to amend Chapter 104. If more than one

alternate member is appointed by the Select Board, it is recommended that the initial terms be staggered as referenced by the statute – as one example, one alternate for two years and a second for three years, with subsequent terms to be three years.”

Heather has been an active volunteer at the Little Red Shop Museum for more than a year and has attended at least one monthly meeting of the Historical Commission. Heather brings with her years of community service with volunteer organizations. Locally, she is both the Advancement Coordinator, and an active volunteer member of the Troop Committee, for Boy Scout Troop One, Hopedale. She currently serves as secretary for the Hopedale Friends of Music, delivers for Meals on Wheels, and continues to support the high school Drama Club.

On her Talent Bank Form, Heather shared that she wishes to “help the Little Red Shop preserve Hopedale history.”

Thank you for your consideration of this recommendation for appointment.

Sincerely,



Suzan L. Ciaramicoli
Co-Chairman and Recording Secretary

Attachment - Talent Bank Form - Heather Dupuis

**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:

Att Member Historic Commission

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: Heather Dupuis Are you a registered voter? Yes No
Address: 92 Freedom St. Hopedale How long have you lived in Hopedale? 1998
Home Phone: _____ Cell Phone: _____ E-Mail: _____
How would you like to be contacted? phone / email
Occupation: Quality Assurance Analyst

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

Education and Experience: BS - 1991 - Framingham State

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment? 1

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

Yes No If yes what type of business? My son is currently working w/LRS on Eagle Scout Project, previous community service activities and volunteer work

Special interests and skills: _____

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

Reasons for wanting to serve: Help The Little Red Shop

preserve Hopdale History.

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 H. Down Date 5/3/2023



May 16, 2023

Mr. Jeff Nutting
Interim Town Administrator
Town of Hopedale
78 Hopedale Street
Hopedale, MA 01747

Dear Mr. Nutting:

It is Marcum LLP's ("Marcum," "we," "us" or "our") pleasure to write this letter confirming our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to the Town of Hopedale, Massachusetts (the "Town," "you" or "your") for one year, commencing on July 1, 2023 and ending on June 30, 2024.

Nature of Services

Our Services are performed in accordance with the American Institute of Certified Public Accountants' ("AICPA") Statements on Standards for Consulting Services. In connection with the provision of these Services we may provide, update or create forms, tools, software or electronic materials (including spreadsheets, documents, databases and other tools or work product), that shall remain the property of Marcum. If these are provided to you, they are provided "as is", without any representation or warranty, and use of these materials is at your risk.

See the scope of Services in Schedules A & B.

To the extent the Services outlined above constitutes management function and/or decision making on Town's behalf, you understand, acknowledge and agree that Marcum is working at your direction and under your supervision during the engagement. It is your obligation to oversee and continuously provide direction and information to Marcum in connection with the Services. Except to the extent expressly set forth herein, we will not perform management functions or make management decisions for you. We may provide advice, research materials and recommendations to assist your management in performing its functions and making decisions.

You authorize Marcum to accept instructions from your representatives, agents, contractors, vendors and other third parties for this engagement. You understand that we will rely on their instructions and we are not responsible or liable for any actions, errors or omissions arising from or relating to such third parties. As a condition to our performing the services described above, you agree to:

- Make all management decisions and perform all management functions (as described herein)
- Designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services.

- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of these services.
- Establish and maintain internal controls and monitor ongoing activities.

Town's Responsibilities

Town is responsible for all management functions and decisions relating to the Services, including without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Town's needs. Town also is responsible for the results achieved from using the Services or deliverables. Town is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing the services provided and evaluating the adequacy and results of the Services performed. Town will provide reasonable assistance, cooperation, approvals and accurate and complete information on a timely basis, and Marcum will perform the Services on that basis. Town represents and warrants that it has the requisite right, consent, permission, licenses or approvals to use and disclose, and to permit Marcum to use and disclose, all information, materials (including, without limitation, emails), software, or hardware (including those of third parties) provided to Marcum in connection with the Services. Town is responsible for establishing and maintaining its internal controls. Town may rely only on final written Deliverables and not on oral or electronically delivered advice, draft Deliverables or other information provided by Marcum. Upon Town's request, Marcum will confirm oral advice in a deliverable on which Town may rely.

Town acknowledges that Marcum must have adequate time and information to perform the Services. Personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within Marcum. If Marcum does not receive cooperation, assistance and information with sufficient time to complete the Services, Town acknowledges that Marcum provides no assurance that the Services will be completed by the agreed upon delivery date.

Marcum's Responsibilities

Marcum performs advisory services in accordance with the Standards for Consulting Services promulgated by the American Institute of Certified Public Accountants' ("AICPA"). Marcum's role is advisory only. Marcum will not provide an audit, accounting or attest opinion or other form of assurance. Marcum will not verify or audit any information provided. Marcum performs the Services solely for Town's use and benefit and pursuant to a relationship exclusively with Town. Marcum disclaims any contractual or other responsibility, liability or duty of care to others based upon the Services, deliverables or advice Marcum provides. Town shall not disclose deliverables to, or discuss the Services with, any third parties without Marcum's prior written consent. Town will own tangible written material prepared for and delivered to Town under this Agreement except that Marcum owns working papers, preexisting materials and any general skills, know-how, processes, or other intellectual property (including a non-Town specific version of any deliverables) which Marcum may have discovered or created as a result of the Services. Town has a nonexclusive, non-transferable license to use such materials included in the deliverables for Town's own use as part of such deliverables. In addition to deliverables, software or electronic

materials (including spreadsheets, documents, databases and other tools) developed to assist Marcum with an engagement are provided "as is" and use of these materials is at Town's own risk.

Other Services

We are always available to meet with you at various times throughout the year to discuss current business, accounting and auditing, or taxation matters affecting your Town. We are prepared to provide additional services under separate engagements to assist you in any of these areas.

E-Mail Communication and Data Access

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third party or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmission or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement.

If you request that we access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), you will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or you (and not us) is responsible for ensuring the confidentiality of all information while utilizing the Cloud Storage, complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing us access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access to the information, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. You warrant that you have authority to provide us with access to information in the Cloud Storage and that providing us with access to information in the Cloud Storage complies with all applicable laws, regulations, or duties owed to third-parties, and you agree to hold us harmless from and against any matters relating to or arising from our use of the Cloud Storage.

Confidentiality

"Confidential Information" means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to a recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by recipient from a non-party. Each party will protect the confidentiality of Confidential Information that it accesses or receives, except that a party may disclose Confidential

Information to the extent required by applicable law, statute, rule, regulation, judicial or administrative process or professional standards or litigation pertaining hereto. If disclosure of Confidential Information is required by law, statute, rule or regulation judicial or administrative process (including any subpoena or other similar form of process), or by professional standards, then the party required to make that disclosure shall (other than in connection with routine supervisory examinations by regulatory or authorities with jurisdiction or professional standards or reviews, and without breaching any legal or regulatory requirement) provide the other party with prior prompt written notice thereof and if practicable under the circumstances, allow the disclosing party to seek a restraining order or other appropriate relief at disclosing party's sole cost and expense. In addition, the Town acknowledges and agrees that Marcum may disclose Confidential Information to respond to its professional obligations. You authorize Marcum to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this Agreement, Marcum and the Marcum Subcontractors may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective Towns to provide them services or offerings. Marcum and the Marcum Subcontractors will not use or disclose the Confidential Information in a way that would permit Town to be identified by third parties without Town's consent. The foregoing consents are valid until further notice by Town.

You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

Third-Party Service Providers

Marcum may use or subcontract the Services to its affiliates, subsidiaries and/or third parties, including contractors and subcontractors, in each case within or outside of the United States (each, a "Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Marcum may provide confidential and other information Marcum receives in connection with this agreement to Subcontractors for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible for the work performed by such Subcontractors. You authorize Marcum to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Fees for Services and Key Assumptions

Our fee will be based on the services to be provided hereunder, the timeliness and completeness of the information and documentation provided to us, firm technology, firm processes, and time required of personnel at our standard hourly rates. The total fee for services will be \$100,000 and will be paid in twelve (12) equal monthly installments of \$8,333 on the first day of each calendar month until the fee has been paid in full.

Should the Town require additional service hours beyond the estimated amount, Marcum will make reasonable efforts to obtain prior approval from the Town related to amounts above the estimate will be invoiced as a separate invoice from standard invoices after the applicable month.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the Town of any delay that results from such non-payment by you.

Marcum wants to know as soon as possible if the Town is unhappy with our services. The Town agrees to notify us of any problems or issues with our service within one (1) week of receiving the applicable service.

In the event we are required to respond to a subpoena, court order, government regulatory inquiry or other legal process relating to the Town for the production of documents and/or testimony relative to information we obtained or prepared incident to this engagement, you shall compensate us for our time and litigation support processes, and reimburse us for all out-of-pocket expenses, as well as the fees and expenses of our counsel, incurred in regard to such response.

Employment

During the term of our engagement and for a period of one (1) year after the expiration or termination of our services hereunder, the Town agrees not to directly or indirectly: (i) induce, or attempt to induce, any Worker (as defined below) to terminate any employment or independent contractor relationship with Marcum; (ii) interfere with or disrupt Marcum's relationship with any Worker; or (iii) solicit, entice, take away, employ, contract with, or engage any Worker. As used herein, Worker shall mean any individual who has had an employment or independent contractor relationship with Marcum within one (1) year preceding the date on which Marcum ceases to provide services under this letter of engagement.

The Town acknowledges that, at the time this letter of engagement is entered into, the parties are unable to determine the amount of damages that would be suffered in the event of a breach of this restriction. In the event the Town breaches this restriction, the Town shall pay Marcum upon demand an amount equal to the gross compensation paid to the applicable Worker during the preceding one (1) year of such employment or engagement with Marcum. The parties agree that such amount roughly approximates the damages likely to be incurred by Marcum and that such amount is reasonable and not a penalty.

Termination

Marcum may terminate this Agreement or any Services at any time if, in Marcum's judgment, independence has been or will be impaired; or Marcum can no longer rely on the integrity of Town's management; or there is or may be a violation of applicable law, rules, regulations or professional standards, conflict of interest, or damage to Marcum's reputation. Town shall pay Marcum's fees and any charges, out-of-pocket costs and expenses incurred through the date of termination or resignation or thereafter as circumstances and this Agreement may require, plus applicable interest, costs, fees and attorney's fees. Any hours incurred by Marcum at the time of receiving written notification, as well as any hours incurred during the succeeding thirty (30) day period, will be billed to the Town.

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a deliverable) or Marcum's delivery of the last deliverable required hereunder.

Waiver of Jury Trial; Jurisdiction, Venue and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT:

Marcum and the Town each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and/or the Services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. Marcum and the Town each expressly agree and acknowledge that the Supreme Court of the State of New York, County of New York, Commercial Division, and the United States District Court for the Southern District of New York, Manhattan Courthouse, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this Agreement, or any course of conduct, course of dealing, statement or actions of either party. If and only if the action does not satisfy the damage prerequisite for jurisdiction in the County of New York Commercial Division, then any such state court action shall be brought in the County of Suffolk, Commercial Division.

The terms and provisions of this Agreement, any course of conduct, course of dealing and/or action of Marcum and/or the Town and our relationship with you shall be governed by the laws of the State of New York to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either

Marcum or the Town, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

Business Risk Allocations

Marcum's entire liability, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, arising out of or relating to the Services, deliverables and/or this agreement, shall in no event exceed the total fees paid to Marcum for the particular service giving rise to liability. In no event shall Marcum be liable for any indirect, special, consequential, punitive, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity). This shall be the exclusive remedy.

The Town shall, upon the receipt of notice, indemnify Marcum, and its partners, principals, employees, affiliates and subsidiaries and hold them harmless from and against any liability, damages, losses, costs, fees, and expenses (including courts and other costs, expenses attorneys' and advisors' fees or other costs incurred by penalty or otherwise) arising from or relating to any third-party claims, demands, actions arising from or relating to the Services, deliverables or Town's misrepresentations, or false or incomplete information provided to Marcum in the performance of its services.

No action, regardless of form, arising out of the services provided under this Agreement may be brought by Town more than one year after the date of the last service provided under this Agreement.

Electronic Transmission

This engagement letter may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this engagement letter must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this engagement letter and all other persons or entities required by law. An electronically transmitted signature to this engagement letter will be deemed an acceptable original for purposes of consummating this engagement letter and binding the parties providing such electronic signatures.

Conclusion

This letter together with its attachments comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force. Marcum shall not be liable for any delay or failure in performance due to circumstances beyond its reasonable control. The Services are for the sole internal use and benefit of Town and no other person or entity may rely on Marcum's Services or deliverables nor is anyone other than Town permitted or authorized to enforce the terms of this Agreement. There are no third-party beneficiaries under this Agreement. Town shall not make any public announcements in respect of this Agreement or otherwise communicate its terms without Marcum's prior written consent. Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary

relationship. Town may not assign or transfer this Agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for Services to anyone, by operation of law or otherwise without Marcum's prior written consent and any assignment without consent shall be void and invalid. Marcum may assign this Agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of Town's files and information. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one single document. Counterparts may be exchanged by facsimile or attached as a pdf, jpeg, or similar file type to an email or by DocuSign, Adobe Acrobat, or other similar form of electronic signature. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Town of Hopedale, Massachusetts.

We appreciate the opportunity to be of service to the Town. If you agree with the terms of our engagement as described in this letter, please sign two copies of this letter and return one copy to us. If you have any questions, please do not hesitate to contact us.

The following Attachments are hereby attached and made an integral part of this Contract:

- Attachment 1 – Request for Proposal, including its Program Description, Scope of Services, Community/Financial Profiles
- Attachment 2 – Marcum LLP's Narrative Response to the Request for Proposals, including Compliance Certifications and Certificate of Authority
- Attachment 3 – Marcum LLP's Pricing Response to the Request for Proposals

Very truly yours,

Marcum LLP

Tanya Campbell, CPA

TC/ck

Town of Hopedale, Massachusetts
May 16, 2023
Page 9

ACCEPTED, ACKNOWLEDGED AND AGREED:

Town of Hopedale, Massachusetts

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

SERVICES TO BE PROVIDED BY MARCUM

- **Act as the Town Accountant in conformity with the provisions of the Massachusetts General Laws (MGL), including, but limited to the General Laws, Chapter 41, Sections 55 through 61, inclusive, et al. and the bylaws of the Town;**
- **Properly manage the financial affairs of the municipality, cultivate a professional and proficient plan for the Office of Financial Management and perform all duties required of subordinate when necessary, and perform all related duties and assignments as may be determined and directed by the Town Administrator/ Manager or Select Board members;**
- **Review invoices for legality and ensure that funding exists under the appropriate budget line item, compile all vendor warrants and post such warrants to Town's general ledger. If invoice is not approved by the appropriate Town employee, does not include an accurate general ledger account number, a W-9 was not provided for the vendor or we cannot confirm that appropriate procurement procedures have been followed, this may cause the invoice to be pulled and payment to be delayed;**
- **Post payroll warrants as compiled by Town Management to the Town's general ledger after we are provided with a file that facilitates importing this data directly into the general ledger;**
- **Post Treasury receipt "packets" (which have been compiled by the Town Treasurer and include complete and accurate general ledger account numbers) after confirming the packets agree with the copies of departmental turnover forms provided to Marcum by the Town departments;**
- **Maintain detailed accounting records in accordance with applicable professional accounting practices, and in a manner that conforms with the established policies and procedures of the Town; provided, however, that such policies and procedures as performed by the Town meet all applicable local, state, and federal requirements;**
- **Maintain detailed records of all debt;**
- **Conduct monthly reconciliations of cash after accurate and complete records have been provided by the Town Treasurer (bank statements have been reconciled to the cash book);**
- **Conduct mandatory annual reconciliation of cash with the Town Treasurer;**
- **Conduct quarterly reconciliations of receivables with the Town Tax Collector and Town Treasurer after accurate and complete records have been provided by both (detailed receivable reports have been reconciled to control reports);**

- **Conduct mandatory annual reconciliation of receivables with the Town Tax Collector and Town Treasurer;**
- **Conduct annual reconciliation of the overlay balance with the Town Assessor;**
- **Submit monthly reports within thirty (30) days of the end of each calendar month to departments comparing budgets to actual department expenditures, provided we have received all documents for the month from Town departments;**
- **Enter line-item budget entries from Town Meeting votes and budget amendments into the Town accounting system in a timely fashion, after certified votes have been provided by the Town Clerk;**
- **Organize and prepare monthly financial statements in conformity with the bylaws of the Towns in a format approved by the Towns;**
- **Within ninety (90) days of the closing of Town's fiscal year-end, provide Town with a standard year-end closing report that includes a Town Balance Sheet and Income Statement, provided we have received all documents for the month from Town departments;**
- **Prepare and answer questions imposed by the Massachusetts Department of Revenue (DOR) the required "year-end Schedule A report*", so-called;**
- **Prepare and answer questions imposed by DOR a Combined Balance Sheet and other financial records required for "DOR Free Cash Certification", so-called*;**
- **Prepare the Accountant's portion of the Town's Annual Report in a timely fashion*;**
- **Provide reasonable assistance to Town in preparing for its financial statement audit;**
- **Work with department heads to develop and provide standard customized reports;**
- **From time to time collaborate with the Town Assessors, Town Clerk and other Town employees as may be reasonably required, and provide reasonable assistance with the preparation of the Town Tax Recap*;**
- **Participate in the annual municipal budgeting process, including but not limited to preparing reports and projections on expenditures and revenues; preparing projections on debt; and preparing recommendations on municipal financial matters in coordination with the Town Administrator and Finance Committee;**
- **Conduct mandatory year-end reporting (MGL Chapter 41, Section 60) of all appropriations, including prior fiscal year actual, current fiscal year budget, current fiscal year, and estimated budget for subsequent fiscal year for use in the budgetary process;**

- **Ensure that Marcum employees shall perform Services while physically present in Town Offices one day per week; and**
- **Ensure that Marcum staff attend meetings with Town officials and department heads from time to time as may be reasonably required.**

If after providing Marcum with notice of its desire to terminate this Agreement the Town desires Marcum to close the financial books of the then-current fiscal year (which can only occur after such fiscal year closes), then the Town shall inform Marcum in writing immediately upon the making of such decision.

Provided that Marcum can provide the necessary staff to close such fiscal year within the time required by the Town, the Town shall pay Marcum for the additional work needed to close the financial books of the current fiscal year (as asterisked above) at a rate to be agreed upon by the parties in writing prior to such work commencing. Marcum agrees that once work is started, it shall be completed in a timely and efficient manner and in accordance with timelines set forth in Commonwealth of Massachusetts regulations. The Town further agrees that it will cooperate with Marcum by responding in a timely manner to reasonable requests for assistance from Marcum related to its performance of the required scope of services to close the fiscal year.

Should the Town for any reason not appropriate the funds necessary to pay the applicable Compensation rendered by Marcum under this Agreement, then Town shall provide Marcum with written notice of that fact immediately upon receiving final confirmation of same. Marcum shall then undertake commercially reasonable steps to wind down the Services in an orderly fashion. In no event shall such wind down period exceed ninety (90) days from the date written notice is received by Marcum. The Town shall compensate Marcum for all services rendered during the wind-down period at Marcum's hourly rates charged for performing municipal services.

SCHEDULE B

COVENANTS AND AGREEMENTS OF TOWN

- **Review invoices for legality, ensure they are approved by the appropriate Town employee, include an accurate general ledger account number, verify a W-9 was provided for the vendor, and ensure procurement rules have been followed; then submit for payment on the vendor warrant;**
- **Prepare all payroll warrants for posting to the general ledger and provide Marcum with a file that facilitates importing this data directly into the general ledger;**
- **Provide a secure receptacle for original documents intended for the Town Accountant position (i.e., invoices, departmental turnover forms, tax commitments and abatements, certified Town Meeting votes, etc.) and instruct department heads to provide these documents routinely;**
- **Provide Marcum accurate and timely accounting records, reconciliations, contracts, procurement documents, ledgers and other financial records and materials necessary for the performance of the Services hereunder;**
- **The Town Treasurer must provide Marcum with accurate and timely cash books and other treasury records to support the monthly activity in order to facilitate the monthly reconciliation of the Town's cash;**
- **The Town Tax Collector and Town Treasurer must provide Marcum with accurate and timely collector balances for all receivable accounts to facilitate the quarterly reconciliation of the Town's receivables;**
- **Provide Marcum with uninterrupted phone and Internet broadband or DSL access at all times;**
- **Provide Marcum with electronic access at all times during this Agreement to the Town's general ledger software program, in the same fashion provided or that would be provided to an internal Town accountant;**
- **Be solely responsible for the proper maintenance and administration of all Town systems, including, without limitation, security monitoring and remediation of any security incidents;**
- **Provide long-term storage of any and all legally required documents; (Marcum will download and store documents only as needed to actively perform Services hereunder);**
- **Provide adequate IT technical support and maintenance to ensure proper functioning of all relevant computer hardware and software;**
-

- **Undertake commercially reasonable measures to ensure that all files are properly backed up in accordance with applicable rules and regulations;**
- **Provide Marcum with access to computer and laser printers of sufficient speed and quality to run the necessary software and print reports;**
- **Provide Marcum with office space and equipment that permits Marcum at all times to efficiently perform all Services hereunder and to securely store all warrants and records; and**
- **Cooperate with Marcum and use its best efforts to respond promptly to reasonable requests for assistance from Marcum related to the performance of Services hereunder.**



TOWN OF HOPEDALE
Chris Larson, Tree Warden
508-473-2166

June 8, 2023

TO: Select Board
FROM: Chris Larson, Tree Warden
RE: Request for ARPA funds

I recently spoke with the former Interim Town Administrator about the condition of Town trees throughout the community, and he suggested that I request \$25,000 for the ARPA funds to begin to address this concern.

This important community need has not been adequately funded for some time and, as a result, Town trees have not been properly maintained. As a result, there are many hazardous conditions in town, and the overall health of these community assets has deteriorated.

Therefore, I respectfully request that the Select Board authorize that \$25,000 of ARPA funds be allocated to maintenance of Town trees. I have been advised by the Town Administrator's office that the current balance of unallocated ARPA funds is \$121,438; if this request is approved the resulting balance would be \$96,438.

Thank you for your consideration.



TOWN OF HOPEDALE

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

Tel: 508-634-2203 Fax: 508-634-2200
www.hopedale-ma.gov

Select Board
Glenda A. Hazard, Chair
Bernard J. Stock
Scott M. Savage

June 8, 2023

TO: Select Board
FROM: Martha White, Interim Executive Assistant
RE: Select Board summer meeting schedule

At present, your upcoming meeting dates are as follows:

- June 26 (this meeting is necessary for any end-of-fiscal-year matters)
- July 10 (this meeting will be necessary if the Board still needs to vote the Order of Taking every 30 days or less)
- July 24 (this meeting will be necessary if the Board still needs to vote the Order of Taking every 30 days or less)
- August 14 (this meeting will be necessary if the Board still needs to vote the Order of Taking every 30 days or less)
- August 28
- September 11 (this meeting will be necessary if the Board still needs to vote the Order of Taking every 30 days or less)
- September 25

ORDER OF TAKING

WHEREAS, the Town of Hopedale, a municipal corporation, *acting by and through its Select Board*, with an address of 78 Hopedale Street, Hopedale, Massachusetts 01747 (the "Town") hereby certifies that the Town did vote to acquire by purchase, eminent domain or otherwise, the fee interest in the land known as a portion of 364 West Street, Hopedale, Worcester County, Massachusetts, containing 130.18 acres, more or less, which is classified as Forest Land under Chapter 61 of the General Laws, and shown on the plan attached hereto as Exhibit A (the "Plan") as "Map 2, Block 5, One Hundred Forty Realty Trust, Chapter 61 Forest Land Parcel-130.18 Acres" (the "Property"), which Property excludes the areas shown on the Plan as "Railroad Right of Way" and "Map 2, Block 5, One Hundred Forty Realty Trust, Excluded Wetlands -- 25.06 Acres";

WHEREAS, the Select Board has deemed that public necessity and convenience require that it should take charge of and take by eminent domain a fee interest in the Property to maintain and preserve the Property and the forest, water, air, and other natural resources thereon for the use of the public and for conservation and recreation purposes to be managed under the control of the Hopedale Parks Commission;

WHEREAS, the taking was authorized by a two-thirds vote at the 2022 Special Town Meeting held on July 11, 2022, pursuant to Article 1, a certified copy of which vote is recorded herewith; and

WHEREAS, the Property is currently owned by Michael R. Milanoski and Jon Delli Priscoli, Trustees of the One Hundred Forty Realty Trust, u/d/t dated September 16, 1981 and recorded in the Worcester South County Registry of Deeds (the "Registry") in Book 7322, Page 177, by virtue of a deed recorded with the Registry on June 11, 2021 in Book 65363, Page 65.

NOW, THEREFORE, we, the undersigned Select Board of the Town of Hopedale, acting herein under the authority conferred on us by Chapters 40 and 79 of the General Laws, do hereby adopt this Order of Taking to take, on behalf of the Town, a fee simple interest in all of the Property.

AND FURTHER ORDERED that included in this taking and without limiting the provisions of the foregoing, said taking includes all trees, bushes, vegetation, roadway improvements and all structures located thereon, including but not limited to structures for the collection of storm drainage and sewerage, but not including wires, cables, poles, towers, pipes, conduits and other appurtenances for the conveyance of gas, electricity, cable television or telephone communication located in or upon the Property, and not including railroad tracks or appurtenant loading structures currently in place on the Property.

AND FURTHER ORDERED that no betterments are to be assessed under this Taking.

AND FURTHER ORDERED that in accordance with the provisions of M.G.L. Chapter 79, as amended, an award of Four Million Four Hundred Thousand Dollars (\$4,400,000.00) is made.

AND FURTHER ORDERED that a representative of the Town shall record this Order of Taking in the Registry within thirty (30) days from its final passage, shall notify the Treasurer and Collector of Taxes in the Town of Hopedale of this taking in accordance with M.G.L. Chapter 79, and shall cause notice of the taking to be given to all persons entitled thereto and do all things necessary for the validity of this Order of Taking.

[Signatures to appear on next page.]

IN WITNESS WHEREOF, we, the Select Board, have executed this Order of Taking this 12th day of June, 2023.

TOWN OF HOPEDALE
SELECT BOARD

Glenda A. Hazard, Chair

Brian R. Keyes

Bernard J. Stock

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

On this 13th day of June, 2023, before me, the undersigned Notary Public, personally appeared _____

_____ members of the Select Board for the Town of Hopedale, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: