

Board of Selectmen
Regular Meeting Minutes
February 22, 2021
7:00 PM

Call to order 7:00 p.m. via Zoom Meeting, Chair Keyes convened the meeting at 7:00PM

Pledge of Allegiance

Consent Items

Approval of January 8, 2021 Regular Minutes

Approval of January 12, 2021 Regular Minutes

Approval of January 21, 2021 Regular Minutes

Chair Keyes stated that the minutes will be approved collectively.

Selectman Hazard made a motion to approve the January 8, 2021 Regular Minutes, the January 12, 2021 Regular Minutes, and the January 21, 2021 Regular Minutes. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes - Aye

Accept the Donation of \$1,000 to the Bancroft Memorial Library from the Hopedale Foundation (Letter Attached) Chair Keyes read the letter from the Bancroft Memorial Library Director, Robyn York regarding the donation of \$1,000 from the Hopedale Foundation. Chair Keyes and the Selectman thanked the Hopedale Foundations for their ongoing generosity to the Town of Hopedale.

Selectman Arcudi made a motion to accept the \$1,000 donation to the Bancroft Memorial Library from the Hopedale Foundation. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Appointments and Resignations

7:15 p.m. Joint Meeting per M.G.L. Chapter 41, §11, with remaining Water Commission members, to consider Appointment of Donald Cooper

Ed Burt, Water Commissioner opened the Joint Water/Sewer/Board of Selectmen Meeting at 7:15PM, February 22, 2021 to discuss the appointment of Donald Cooper as a Water Commissioner. Ed Burt stated that Donald Cooper had filled out and submitted a talent bank form for this position. Donald has extensive professional experience in the Water/Sewer area. Ed Burt stated that at a previous Water/Sewer meeting, they voted affirmatively to recommend Donald Cooper's appointment. Selectman Arcudi stated that he had the privilege and honor of working with Donald Cooper previously and that he supports the recommendation of Donald Cooper to the Water Commission. Donald Cooper confirmed Selectman Arcudi's inquiry regarding if he would be running for the Water Commission position in June when his term is up, and the election begins. Donald Cooper spoke to the Boards and the Public stating his qualifications and experience that pertains to this position. He is eager to assist the Town and the Water/Sewer Commission by applying his experience.

Ed Burt made a motion to appoint Donald Cooper to the Water/Sewer Commission. Jim Morin seconded the motion.

Roll Call Vote – Keyes – Aye, Arcudi – Aye, Hazard – Aye, Morin – Aye, Burt – Aye

Jim Morin made a motion to close joint Water/Sewer Commission meeting. Ed Burt seconded the motion.

Morin – Aye, Burt – Aye

Resignation of Steven Gallagher from the ZBA and Planning Board (Letter Attached)

Chair Keyes read the letter of resignation from Steven Gallagher from the Planning Board. Chair Keyes and the Selectmen thanked Steven Gallagher for his dedication and hard work he put into the Town of Hopedale and during his time on the ZBA and Planning Board.

Selectman Hazard made a motion to accept the resignation of Steven Gallagher from the ZBA and the Planning Board. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

Public Hearing None

New Business*

7:30 p.m. Request to Accept Donation from Anonymous, pursuant to M.G.L. Chapter 44, § 53A, in the amount of \$21,000 from the Fidelity Charitable Donor Advised Fund Grant for repairs and improvements to the Hopedale Town Park Playground

Don Howes, Chair of the Parks Commission spoke to this item. He thanked the anonymous donor for their generosity. Howes stated that there is very little stipulation regarding this donation, Howes continued to read a portion of the letter he received from the anonymous donor regarding the donation. Howes read the portion that states, “the design of this upgrade is entirely up to the Parks Commission. If any funds are left over, please use them for other upgrades or repairs that the Town Park may have.” Howes stated that the main climbing structure to purchase it new is a \$45,000 replacement, to repair the structure it would consist of \$14,000 in replacements, including 2-3 failing deck plates at the smaller structure. The metal slide will be replaced so the Town can be safe compliant. Chair Keyes and the Selectmen thanked the anonymous donor for their generosity. Chair Keyes stated that the Board of Selectmen will provide a thank you letter for the anonymous donor. Selectman Arcudi also thanked Don Howes and the Parks Commission for their outstanding work and for keeping the Town Parks safe and updated.

Selectman Hazard moved to accept the \$21,000 donation from the anonymous donor, Fidelity Charitable Donor Advised Fund Grant for repairs and improvements to the Hopedale Town Park Playground. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

7:45 p.m. Request to Accept Gift from Virginia A. Larkin and Richard D. Larkin (a 30-foot-wide paved access road into the Hopedale Parklands from the present end of the pavement on Overdale Parkway. Refer to Special Town Meeting, June 24, 1985, Article 7); *Ricardo Lima, Resident; Attorney Tom McLaughlin & Attorney Stephan Rodolakis (representing requesting parties); Katherine Klein, KP Law, Town Counsel*

Attorney Tom McLaughlin introduced himself and stated that he represents Hopedale resident, Richardo Lima. Attorney McLaughlin stated that Mr. Lima recently purchased a 7-acre parcel of land from the Larkin family. This parcel abuts a 703ft long access road, leading to the Hopedale Parklands. The land the Mr. Lima owns is to the east of the access road. On June 24, 1985, the Hopedale Town Meeting approved warrant article 7 to accept as a gift from Virginia Larkin and Edward D. Larkin for them to construct a 30ft wide, 703ft long access road, shown on a plan of land, prepared by Gary Air and Helman. The article imposed very specific restrictions, designed to protect the interests of the Town. 1. Road was to be constructed only with full approval of the Road Commissioners. 2. Only the owners of the 10 lots (4 lots on the easterly side, now owned by Mr. Lima, 6 lots on the westerly side) abutting that access road. 3. No other lots, not shown on the plan have any right to utilize the access road. 4. Any owner of one of the 10 lots, allowing a non-owner of the 10 lots, would lose their rights to utilize the access road. The warrant provided that in exchange for construction of the access road, the Town will maintain the access road as it does other ways of the Town. The article also provided that acceptance of the gift and the granting of the limited rights and easements to the abutting owners will take effect only when the Board of Selectmen records a statement accepting the gift at the registry of deeds. Mr. Lima's request is for the Board of Selectmen to vote to authorize the recording of the 1985 warrant article and to record the plan at the registry of deeds. Thereafter, Mr. Lima, should he wish to develop his land at the easterly of the access road, he would need to get approval from the Road Commissioners, the Planning Board, and all the processes that will ensure that the Town and its interests are protected. Attorney McLaughlin clarified regarding item 4, that all ten lots (4 easterly and 6 westerly) would not be able to build off if someone were trying to access off of those properties. Attorney McLaughlin stated that a Town meeting is required for anyone to get permission to allow a third-party access through their lot to the access road. Attorney Rodolakis stated that his client is content with the six lots and that the roadway would not provide access to any other lots. Rodolakis stated that his client would agree to a conservation restriction for the rear of these lots or to deed these lots to the Hopedale Parklands. Attorney Klein stated that to make this a public way, this item would have to go to Town Meeting. The Board of Selectmen could not vote it themselves. Attorney Klein stated that if the Town does move to accept article 7, she suggested that there be some time of conveyance or a declaration of restrictions that makes the warrant article clear. Some residents expressed concern regarding how accepting this gift will affect the Parklands. Attorney McLaughlin stated that accepting this gift will not compromise the Parklands, accepting this gift will increase the acreage of the Parklands. Resident, Don Howes stated that he feels this item needs more time to be thought over and discussed and asked that the Board of Selectmen do not vote on this item tonight. Resident, Rob Fahey, asked that the Board and the Town look deeper into the documentation regarding these parcels and the land change ownership before making a decision. Resident, Carole Mullen, asked the Board why this item has sat dormant since 1985 and what would the impact be if the Railroad abuts this property and what type of access would the Railroad have to this property? Attorney McLaughlin stated that the Railroad has no claim over these 10 lots. If the approvals are granted from the various Boards, the 10 lots are to be constructed, limited to only the lots, no access will be granted to any other portion of Hopedale. Selectman Arcudi stated that this is a private road, the Railroad would not have access to this road. If homes are constructed, there would be a 20ft buffer around it that was discussed earlier, making it so the Railroad would have no access to it. Selectman Arcudi feels that we need to do our due diligence and look into these parcels to identify if they are considered Parklands. Attorney McLaughlin clarified that these 10 lots are considered 10 single family residences. Residents that live on Overdale Parkway expressed concern regarding drainage and water supply and how building on these lots would affect them. These residents asked for conservation and health studies to be done. Attorney Klein recommended to hold on voting for this article until the Town has pulled a title report. A vote was not taken during this meeting.

Bancroft Memorial Library Contract/Bid for Historic Roof Restoration & Repairs – Notice to Award Contract in the amount of \$218,490 to Almar LLC (Vote)

Town Administrator, Diana Schindler stated that this is the roof renovation and repairs project that the Bancroft Library has received funding along with grant funding from Mass Historic for \$55,000. Almar LLC was the low bidder that was able to meet the historic qualification specified in the bid. Library Director, Robyn York thanked everyone involved and the project is targeted to be completed by the end of June 2021.

Selectman Arcudi made a motion reward the notice to award contract in the amount of \$218,490 to Almar LLC for the Bancroft Memorial Library Bid for historic roof restoration and repairs. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Approve Addition of Warrant Article for ATM to Petition Legislature to Change the name of Board of Selectmen to Selectboard

Town Administrator, Diana Schindler stated that this item, if approved at tonight's meeting, will go to Town Meeting, then if approved, it will move onto the Legislature. Selectman Hazard asked Town Administrator Schindler to clarify the costs that will be acquired regarding this item. Town Administrator Schindler stated the costs will be from updating the general by-laws. This published materials/by-laws state "Board of Selectmen", this will need to be updated. The by-laws are in the process of getting reviewed/ and getting the zoning by-laws codified, the Town Clerk is getting quotes from general code who currently maintains the Towns general by-law.

Selectman Hazard moved to place a name change from Board of Selectmen to Select Board on the Annual Town Meeting warrant. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

Review draft Annual Town Meeting 2021 Warrant Schedule

A vote was not taken on this item. Town Administrator Schindler shared the schedule with the Board of Selectmen and stated that this item will be put on a future agenda for further discussion.

Old Business

COVID Updates

Town Administrator Schindler stated the Town has moved into the "green" section due to decreased COVID cases.

GU RR Settlement Agreement Execution Updates

Town Administrator Schindler has requested that the Water/Sewer Commission add an agenda item at their next meeting regarding the Cost Shared Agreement.

Request Treasurer Begin Process of Bonding for Acquisition of Land Known As 364 West Street/364 West Street Adj

Selectman Arcudi made a motion to request that the Treasurer begin process of bonding for acquisition of land known as 364 West Street/364 West Street Adjacent. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Public and Board Member Comments (votes will not be taken)

Correspondence and Selectmen Informational Items (votes will not be taken)

Xfinity – Programming Advisory (Letter Attached)

Requests for Future Agenda Items:

Administrator Updates (Ongoing – In Packet)

Tennessee Gas Side Trimming (letter)

Draper Mill Demo – Watering Down (email from Building Commissioner)

Selectman Arucdi made a motion to move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (3): To discuss strategy with respect to collective bargaining or litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares. Roll Call Vote

Purpose: Collective Bargaining; All units. Selectman Hazard seconded the motion.

Arucdi – Aye, Hazard – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 9:39PM

Executive Session: Motion: To move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (3): To discuss strategy with respect to collective bargaining or litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares. Roll Call Vote

Purpose: Collective Bargaining; All units.

TOWN OF HOPEDALE
78 Hopedale Street - P.O. Box 7
Hopedale, Massachusetts 01747
Tel: 508-634-2203 x 210 Fax:
508-634-2200 Email: lmercier@hopedale-ma.gov

MEMORANDUM

DATE: April 12, 2021
TO: Lisa Pedroli, Town Clerk
RE: Lindsay Mercier, Executive Assistant

The Board of Selectmen regular meetings are scheduled to begin at 7:00PM in the Draper Room at the Town Hall and via Zoom on the second and fourth Mondays of the month.

Following are scheduled dates for July 2021 through June 2022

2021

July12 & 26
August9 & 23
September13 & 27
October.....**12** & 25
November..... 8 & 22
December13 & 27

2022

January.....10 & 24
February.....14 & 28
March 14 & 28
April.....11 & 25
May 9 & 23
June..... 13 & 27

***Denotes that meeting is on Tuesday Monday is a holiday**

The above meeting dates, time and location are subject to change

PATH (Plant a Tree in Hopedale) Program Proposal

Mission of PATH Program

The PATH program enables people to make honorary or memorial donations through the purchase of trees for the town of Hopedale. Planting trees makes Hopedale a greener town while positively impacting the environment for decades.

Program Description

The program is administered by the Town's Tree Warden. The Tree Warden determines the species and location of each tree. The Tree Warden collaborates with other town departments to task the planting and maintenance of the trees. Donors may choose from a limited list of tree species. Upon successful planting of a tree, donors will receive a commemorative certificate from the program.

Action Items

Hold a joint meeting with Tree Warden, Highway and Parks to obtain buy-in on distribution of duties.

Create Program Policy

Source Tree Vendor

Determine types of trees and total price list for trees

Create Workorder Request to have a tree planted

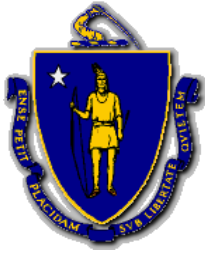
Create PATH Gift account (Annual Town Meeting)

Create Donation Request Form

Create PATH Certificate/Acknowledgement of donation

Create Donor Spreadsheet/Tree Database

Secure Sr. Tax Credit Worker or HS Student Intern to assist with Program administration.



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

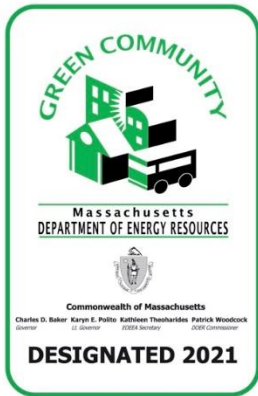
Dear Mr. Keyes:

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



GREEN COMMUNITIES DESIGNATION GRANT PROGRAM



GRANT APPLICATION GUIDANCE

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.

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.

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

CERTIFICATION OF APPLICATION

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

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.

[Signature of Chief Executive Officer]

[Title of Chief Executive Officer]

[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.

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, 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 / 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 / 617-935-9158.

Get Help

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

Online Process and Technical Issues - Contact 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.

April 5, 2021

Brian W. Riley
briley@k-plaw.com

BY FACSIMILE (508) 473-2004

Law Offices of Michael M. Kaplan
291 Main Street, Suite 101
Milford, MA 01757

Re: MACA Industries, 2 Condon Way, Hopedale

Dear Attorney Kaplan:

I am following up on our telephone conversation regarding the proposed marijuana cultivation project at 2 Condon Way. It is my understanding that the project is currently before the Planning Board for site plan approval. When we spoke, I had not yet reviewed the Town's Zoning Bylaw ("Bylaw") for how it applied to your property, which I am informed is located in the Light Industry zoning district. I have spoken to the Chair of the Planning Board and to Timothy Aicardi, Building Commissioner/Zoning Officer.

In my opinion, the position the Planning Board Chair stated to you is a reasonable reading of the relevant Bylaw provisions, and it appears that it would require a Bylaw amendment to authorize your proposed use. The Town's Use and Dimensional Regulations [Section 11 of the Bylaw] provides that no building or property shall be used for any purpose or use not permitted under the Bylaw. The Table of Uses [Section 11.2, et seq.] includes a list of uses for Commercial as well as Industrial uses by district. Marijuana cultivation is not a specifically listed use – in 2018, the Bylaw was amended to limit marijuana retailers to the Industrial and Light Industry districts, but no mention was made of other marijuana businesses. Both the Industrial and Commercial sections include a "catch-all" category of "all forms of [*commercial/industrial*] use not specifically mentioned above," but neither one applies to the Light Industry district. Moreover, none of the specifically named uses in these two districts can reasonably be read to include a marijuana cultivation business.

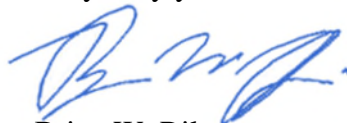
In my opinion, therefore, it appears that the Bylaw would require amendment to authorize the Building Commissioner and Planning Board to approve a marijuana cultivation facility in the Light Industry district. This could involve either adding marijuana cultivation specifically in the Table of Uses, or perhaps changing the catch-all provision for commercial uses to apply to the Light Industry district, as allowed or allowed by special permit.

Law Offices of Michael M. Kaplan

April 5, 2021

Page 2

Very truly yours,



Brian W. Riley

BWR/cqm

cc: Board of Selectmen

Planning Board

Building Commissioner

757984/HOPD/0001

| Activity/Project Title | Progress Effective 4/05/21 | Anticipated Completion Date | Funding Source (if applicable) | Amount | Grant Reports Due | Staff, Project Manager | File Location | Notes |
|---|--|-----------------------------|---|------------------------------------|-------------------|--|--|-------|
| FY22 Budget | ongoing | 5/10/2021 | Town Meeting; Debt Exclusion | | | TA/Fin Com/Dept Heads | Coordinator, Budgets, FY22 | |
| FY22-FY26 Capital Planning | ongoing | 5/10/2021 | | | | TA/Fin Com/Dept Heads | Coordinator, Budgets, FY22 | |
| Union Negotiations (5 Personal; 6 units & Schools) | Completed: Personal; Police Chief, LT, Fire Chief, Deputy; Police Unit; Schools; remainder ongoing | Quarterly Meetings | Town Meeting | | | TA/BoS/ School Committee | | |
| Wage & Classification Plan (non-union, clerical & public works) | Job Descriptions first draft; Wage plan first draft | 5/10/2021 | Town Meeting | | | TA/Dept Heads/Staff | Coordinator, Personnel | |
| Municipal Vulnerability Preparedness (MVP) Planning | Invites sent for Stakeholder Workshops - 3/16 & 3/23 1st Workshop completed; 36 Participants from Hopedale & Region, 2nd Workshop, 3/23 | 6/15/2021 | EOEEA Grant | \$17,000 & 150 hrs staff/vol match | X | TA/EA | Coordinator, Projects | |
| Library Roof Repairs | Grant contracts co-signed and received by State Bids Received 2/28/21 Contract Awarded 2/22/21 Notice to Award & Contract Docs Sent 3/4/21 Construction Kickoff Meeting, 3/17/21 | FY23 | MA Historic Grant, FY21 Appropriation | \$55,000, \$100,000 | X | Library Director | Coordinator, Library, Roof Repairs | |
| Reconstruction of Mendon Street/Hopedale Street (aka Cumbly's Intersection) | Easements are prepared for ATM vote; Mtg w RR this week to relocate at design due to RR Gate being installed. | 6/30/2021 | MassWorks Grant | \$1 million | X | TA; Highway Superintendent | Coordinator, Projects | |
| COVID Mitigation | Current Reconciliation sent 3/5/21; American Response Plan 5 | 12/31/2021 | American Response Funds | \$506,000; \$500,000 | X | TA/EMD/School Admin | Coordinator, CARES | |
| Master Planning (Housing & Economic Development Chapters) | Visioning Workshop Complete Benchmark Review Underway Drafting Vision Statement 3/17/21 | 10/31/2021 | EEA | \$50,000 | X | MPSC, CMRPC | Coordinator, Master Planning | |
| Open Space & Recreation Plan Chapter & Zoning Review | Recruiting for Open Space & Recreation Planning Committee | 6/30/2022 | EEA | \$33,500 | X | TA, CMRPC | | |
| Permitting Guide (DLTA hrs) | Planning Board Voted to Submit DLTA Application to CMRPC for Permitting Guide; CMRPC voted to fund on 3/31/21. Project to Proceed. | 12/30/2021 | CMRPC DLTA | \$10,000 | | TA, EA, CMRPC | Coordinator, Projects | |
| Hazardous Mitigation Plan Update | RFP in process. | 6/30/2022 | FEMA | \$17,500 | X | TA, Local Hazard Mitigation Committee | Coordinator, Projects | |
| Electronic Permitting for BOH, Building & Fire Dept | RFQ in process. Team attending Demos | 12/31/2021 | CC Municipal IT | \$47,000 | X | Town Admin/CBO | Coordinator, Projects | |
| Expression of Interest for ED Grant Portal | Planning Board Voted on 3/3 to Use CMRPC LPA (12 Hrs) for submittal; Submitted 3/29; Awaiting Response | 2/8-4/2 | Community One Stop for Growth | | | CMRPC/TA | | |
| Community Preservation Act (start 7/1/21) | Draft Bylaw Prepared Committee to Form after ATM | 4/13/2021 6/30/2021 | CPA Fund | CPA 1% surcharge | | Town Admin | | |
| Stormwater MS4 Permitting | PB Hearing To Be Scheduled for 4/21/21 | FY25 | Appropriation | \$500,000 | | TA/PB | Coordinator, Projects | |
| Streetlight LED Conversion | Contracts Signed w RealTerm Energy Waiting for Acquisition Docs from National Grid | Jun-21 | Appropriation (Borrowing Authorization) | \$268,000 | | TA | Coordinator, Projects | |
| Green Communities Designation | Submitted & Awaiting Response Rebate Paperwork Submitted to National Grid for LED Conversions at Police Station, Bancroft Memorial Library & Jr/Sr High School); Met 4/5 to prepare and review projects; Town received designation 4/8. | FY22 | EOEEA | \$135,000 | X | TA/EA, CMRPC Town Admin | Coordinator, Projects Coordinator, Projects | |
| Complete Streets Implementation | Policy Adopted 2/8/21, Submitted to Portal & Under review by MA DOT; Policy scored 97 points. Proceeding with Tier II planning. | ongoing | MA DOT | | | Town Admin | Coordinator, Projects | |
| Website Redesign/Updates & Implementation | Approved & Submitted to Civic Plus for Final Development | 6/30/2021 | Appropriation | | | Executive Asst | | |
| Freedom Street Dam Repair/Reconstruction | Proposal Received; Sent to Owner; Approved by Road Commissioners on 3/10; Confirmed funding & sent to Tighe & Bond 3/21 | FY22 | FY16 Bond Issue | | | TA, Highway Super | Coordinator, Freedom St Dam | |
| Draper Mill Demolition & Redevelopment | WBDC to Provide Update to MPSC on 3/17 | FY24 | | | | Town Admin | Coordinator, Projects | |
| GURR Settlement Agreement Implementation | Land Surveys ongoing; Rollback taxes being calculated | 6/30/2021 | | | | Town Admin/GURR | Coordinator, Projects | |
| Historic Preservation Review | Warrant Article for Town Hall at ATM Pre-development mtg w EY Boston; Develop TIF for ATM (for Rosenfeld Concrete site); Mtg 4/5 updates & TIF | | | | | Town Admin Town Admin/ED Development Team | | |
| DC Pre-Development & TIF | | 5/1/2021 | | | | | | |
| Zoning Bylaw Amendment - Cannabis Cultivation Appeal from Green River Cannabis | BoS to vote to Refer to PB 4/12 | | | | | | | |



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

BOARD OF SELECTMEN

Brian R. Keyes, Chair
Louis J. Arcudi, III
Vacant

Town Administrator

Diana M. Schindler

Mr. Michael Diorio
Executive Director
Hopedale Foundation
P.O. Box 123
Hopedale, MA 01747-0123

April 12, 2021

Dear Mr. Diorio:

On behalf of the Town, we want to thank the Hopedale Foundation Trustees for such a generous donation toward our important acquisition of Hopedale's critical watershed and water supply, and for your steadfast support to Hopedale over many years.

We are writing to inform the Trustees that the circumstances have changed regarding exercising the Town's option to purchase the land of 155.24 acres at 364 West Street, Hopedale, MA 01747. As you are aware, after many months of litigation and deliberation, relying on advice of Special and Town Counsel, as well as reputable environmental consultants, the Board of Selectmen entered into a Settlement Agreement (attached) with the Grafton Upton RR. Due to this agreement, the amount of land the Town will now acquire is 64 acres for a sum of \pm \$587,500 (depending on final acreage after survey is complete) plus an amount due for rollback taxes that the Town has agreed to include, and we are awaiting final calculations on. In addition, the GU RR has agreed to donate to the Town, at its upcoming 2021 Annual Town Meeting, 25 acres of ecologically sensitive wetlands to complete our desired watershed conservation.

If you would like us to attend your meeting on April 29, 2021 and speak directly to this or answer any additional questions, we would be happy to. Please let Diana know if you need anything further.

Warm Regards,

Town of Hopedale
Board of Selectmen

Brian R. Keyes, Chair

Louis J. Arcudi, III

Vacant

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement is made and entered into this 8th day of February 2021, by and between the following parties (the “Parties”): plaintiff Town of Hopedale, by and through its Board of Selectmen (the “Town”), defendants Jon Delli Priscoli and Michael Milanoski, Trustees of the One Hundred Forty Realty Trust (the “Trust”) and Grafton and Upton Railroad Company (“G&U”) (collectively the Trust and G&U may be referred to as the “Defendants”).

WHEREAS, on or about October 28, 2020, the Town filed & sought preliminary relief in the action entitled Town of Hopedale v. Jon Delli Priscoli, et al, Massachusetts Land Court No. 20MISC00467 (the “Land Court Matter”);

WHEREAS, on or about November 22, 2020, G&U filed a Petition for Declaratory Order with the federal Surface Transportation Board, Docket No. FD 36464, (the “STB Matter”, together with the Land Court Matter, the “Litigations”).

WHEREAS, on November 24, 2020, the Land Court referred the Land Court Matter to Pre-Mediation Screening process offered by the Real Estate Bar Association of Massachusetts;

WHEREAS, the Parties agreed to mediate the issues in the Litigations on January 8, 2021 before former Land Court Judge Lombardi (the “Mediation”);

WHEREAS, the Parties attended mediation sessions on January 8 and January 21 and reached a preliminary agreement on the principal terms of a settlement of the Litigations, which was memorialized in a document entitled Settlement Term Sheet;

WHEREAS, the preliminary agreement memorialized in the Settlement Term Sheet was subject to a formal vote by the Town’s Board of Selectmen, in a public meeting on Monday, January 25, 2021;

WHEREAS, the Board of Selectmen voted to adopt and approve the terms of the preliminary agreement memorialized in the Settlement Term Sheet at the January 25, 2021 public meeting;

WHEREAS, in order to avoid the time and expense of litigation and without any admission of liability by any of the Parties, the Parties desire to settle fully and finally all differences between them regarding the Litigations, including specifically legal rights to real property located at 364 West Street, Hopedale, MA and any and all claims that were raised or could have been raised therein and any and all defenses and counterclaims that were raised or could have been raised therein;

NOW THEREFORE, in consideration of the promises and covenants set forth below, including, but not limited to, the Mutual Release of Claims, and for other good and valuable consideration as set forth in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Division of Property: The property subject to division by agreement is located at 363 West Street and 364 West Street, and is depicted as Parcels A, B, C, D and E on a document entitled Conceptual Lotting Exhibit – January 26, 2021, which is attached hereto as Exhibit 1. The Defendants collectively are the current record owners of Parcels A, B, C, D and E. The Defendants agree that they will take such action so as to effectuate ownership of these parcels as follows:

a. Parcel A:

i. Within 60 days of the date of the execution of this Agreement, the Defendants, in consideration of the payment of \$587,500, shall effectuate the conveyance of Parcel A by quitclaim deed(s) to the Town, or its

designee, reserving to the grantor(s), and their successors a slope / grading, utility easement, in the general location depicted on Exhibit 1 and further reserving to the grantor(s) a 100-foot wide easement for a bridge to facilitate the stream crossing over the Mill River at the general location depicted on Parcel A in Exhibit 1, and an easement for installation of a water supply well(s) or well fields for the benefit of the grantors and their successors. The date of the conveyance referenced in the prior sentence may be extended by written agreement of the Parties. Any water supply well(s) or wellfields installed pursuant to the third easement mentioned above shall be abandoned when a public water supply becomes available and operational on Parcel A; provided however, that the Trust shall have the right to connect to the public water supply in consideration for its abandonment of its private well(s). In other words, other than the usual and customary cost of connecting to a public water supply, the only consideration owed by the Trust, or its designee and/or successors to the Town for connecting to a public water supply on Parcel A shall be its abandonment of its private well/water supply. Any hydrogeological analysis performed as part of the exercise of the easement for the installation of a water supply well shall be performed by a licensed engineer and any results from such hydrogeological analysis shall be shared with the Town. The Trust or its designee and/or successors shall comply will all applicable health and safety state and federal laws and regulations regarding the development and operation of a water supply

well ; provided however, nothing herein shall be interpreted as subjecting any such work to any local preclearance requirements.

- ii. In addition to the consideration of \$587,500 being paid by the Town for the conveyance Parcel A, the Parties agree that the Town shall agree to increase the purchase price to cover the cost of any roll back taxes that may be due by the Trust as a result of the change in use of the land in 364 West Street being classified as forestry land under Chapter 61 as determined by the Hopedale Board of Assessors as of the date of the Closing. Within five (5) business days of the Closing, the Trust shall pay the full amount of the roll back taxes to the Town.
- iii. Parcel A shall be transferred to the Town, or its designee, subject to an Army Corp of Engineers no-build easement, so long as such easement will not preclude development of a new water supply well or wellfield for the Town, and for the benefit of the grantors and their successors and for the purpose of maintaining and preserving said property and the forest, water, air, and other natural resources thereon for the use of the public for conservation and recreation purposes, subject to the aforementioned easements.
- iv. The Town in its discretion may perform any hydrogeological analysis for the purpose of establishing a public drinking water supply well on Parcel A pursuant to 310 CMR 22, including, but not limited to, activities to support a Site Screening for Siting a New Public Water Supply and pumping test pursuant to applicable state regulations (collectively the

“Hydrological Analysis”) at any location on Parcel A that is more than 400 feet (or 250 feet for a wellfield) from Parcel E, Parcel C and Parcel B.

- v. Any such Hydrogeological Analysis commenced under paragraph 1(A)(v) must be performed by a licensed professional engineer and any results from such analysis must be shared with the Trust.
- vi. In the event that such analysis performed under paragraph 1(A)(v)) indicates the feasibility and financial viability of a public water supply well or wellfield the Trust and its successors will work in good faith with the Town to satisfy Massachusetts Department of Environmental Protection (“MassDEP”) drinking water regulations so that a well or well field may be developed; provided however, that nothing herein shall require the Trust, or its successors to convey any land in Parcels, B, C and E to the Town, or its designee to satisfy the Defendants’ commitment to work in good faith. For the purpose of this sub-paragraph and this Agreement the term “feasible” shall mean a well capable of producing a water source that will supply greater than 10% of the Town’s water demand, and the term “financeable” shall mean that the Town has voted to appropriate the necessary funds to pay for the expenses associated with developing a well, or well field.
- vii. It is agreed that the intent of the well-testing process set forth in Section 1(a) is to provide appropriate mitigation measures to assist the Town, but it is not intended to stop or curb development of adjoining Parcels, B, C or E.

viii. The Trust agrees to collaborate with the Town in good faith to establish a formula to share costs and expenses associated with any such testing and Hydrogeological Analysis, on a pro rata basis pursuant to the Cost Sharing Agreement attached hereto as Exhibit 2. In the event that the Parties and any third-party cannot come to an agreement on the terms of such a Cost Sharing Agreement in substantial compliance with Exhibit 2, each party shall be responsible for its own costs and expenses related to such Hydrogeological Analysis.

b. Parcel B:

- i. The Trust shall retain ownership in fee of Parcel B, subject to its unconditional right to convey this Parcel to a designee;
- ii. Parcel B shall not be subject to Chapter 61 of the Massachusetts General Laws.
- iii. The Trust at its own determination, and in its sole discretion as to location, shall install appropriate monitoring wells on Parcel B and hereby agrees to share data from such monitoring wells as required by applicable law.
- iv. The Trust, and/or its designee/successor agrees to construct an enclosed building/structure, or multiple enclosed buildings / structures on Parcel B.
- v. The Trust, its designee and/or successor agrees to record a deed restriction on Parcel B for groundwater protection, in the form attached hereto as Exhibit 3.
- vi. The Defendants agree to record a 50-foot easement restricting building in a “riparian buffer zone” area marked on Exhibit 1, but reserving the right

to use this easement area for stormwater management features providing infiltration (i.e. – not oil-water separators or other contaminant removal structures) and/or driveway(s).

vii. Consistent with their established practice, Defendants agree to keep state and local authorities apprised of any development plans/intentions.

c. Parcel C:

- i. Defendants shall retain ownership in fee of Parcel C, subject to its unconditional right to convey this Parcel to a designee.
- ii. Parcel C shall not be subject to Chapter 61 of the Massachusetts General Laws.
- iii. Defendants at their own determination, and in their sole discretion as to location, shall install appropriate monitoring wells on Parcel C and hereby agree to share data from such monitoring wells as required by applicable law.
- iv. Defendants intend to construct a bridge to facilitate the stream crossing over the Mill River at the general location depicted on Parcel C on Exhibit 1.
- v. The Defendants, their designee and/or successor agree to record a 50-foot easement restricting building in a riparian buffer zone area marked on Exhibit 1, but reserving the right to use this easement area for stormwater management features providing infiltration (i.e. – not oil-water separators or other contaminant removal structures) and/or driveway(s).

- vi. Defendants agree to record a deed restriction on Parcel C for groundwater protection, in the form attached hereto as Exhibit 3.
- vii. Consistent with their established practice, Defendants agree to keep state and local authorities apprised of any development plans/intentions.

d. Parcel D:

- i. Subject to approval by a majority vote at Town Meeting pursuant to G.L. c. 40, § 14, G&U shall donate Parcel D to the Town, or its designee, as is, including but not limited to with all existing encumbrances, municipal liens and tax obligations to be used for conservation purposes in collaboration with the Hopedale, Upton, and Milford Conservation Commissions.
- ii. The Parties agree that should Parcel D shall be transferred to the Town, or its designee, it will be subject to an Army Corp of Engineers no-build easement, so long as such easement will not preclude development of Town's new water supply well, and for the purpose of maintaining and preserving said property and the forest, water, air, and other natural resources thereon for the use of the public for conservation and recreation purposes, subject to the aforementioned easements.

e. Parcel E:

- i. The Trust shall retain ownership in fee of Parcel E, subject to its unconditional right to convey this Parcel to a designee.
- ii. Parcel E shall not be subject to Chapter 61 of the Massachusetts General Laws.

- iii. The Trust at its own determination, and in its sole discretion as to location, shall install appropriate monitoring wells on Parcel E and hereby agrees to share data from such monitoring wells as required by applicable law.
- iv. The Trust, its designee and/or successor agrees not to construct any buildings on the approximately 300 foot by 1000-foot rectangular area marked on Exhibit 1 for a period of five years, or until the Town identifies a financeable and feasible public drinking water supply well area on the adjacent Parcel A, whichever occurs earlier. In consideration of this 5-year easement in Parcel E, the Trust will reserve and the Town agrees to a five-year replication easement under federal Army Corp of Engineer regulations of approximately 3 acres on Parcel A benefitting the Trust for potential wetlands replication in the area shown on Exhibit 1. Prior to performing any work within the replication easement area, the Trust shall share copies of plans used for the federal replication filings with the Board of Selectmen, the Hopedale Parks Commission and Hopedale Conservation Commission.

2. Waiver of Right of First Refusal: The Town acknowledges that it waives any and all claims and/or rights to acquire any property subject to this Agreement by right of first refusal under Chapter 61 or by eminent domain under Chapter 79 of the Massachusetts General Laws.

3. Roll Back Taxes: As noted in Section 1.a(ii) above, the Parties agree to that any and all claims to any roll-back taxes that may be owed by the Defendants and/or their predecessors in title as a result of property subject to this Agreement being classified, or having been classified under Chapter 61 of the Massachusetts General Laws, shall be addressed at the

Closing where the purchase price for the Chapter 61 forestry land shall be increased by the amount of roll-back taxes determined by the Hopedale Board of Assessors. The Town shall pay the increased purchase price and then within five (5) business days the Defendant shall pay the full amount of the roll-back taxes to the Town.

4. Execution of Purchase and Sale Agreement: The Parties shall execute a standard Purchase and Sale Agreement with respect to the conveyance of Parcel A based on the terms outlined in this Agreement when the survey work contemplated by this Agreement is complete.

5. Miscellaneous:

- a. The Town shall not unreasonably withhold support G&U's future application(s) for state and federal grants.
- b. The Town shall share proportionately in the engineering and legal title work expense associated with surveying Parcels A, B, C, D, and E based on the acreage of Parcel A compared to the combined acreage of Parcels B, C and E. Said survey work and expense shall include the placement of permanent monuments to properly stake these parcels to delineate ownership of the respective parcels.
- c. All land transferred by the Defendants to the Town shall be subject to an Army Corps of Engineers no-build restriction so long as such easement will not preclude development of Town's new water supply well, and for the purpose of maintaining and preserving said property and the forest, water, air, and other natural resources thereon for the use of the public for conservation and recreation purposes, subject to the aforementioned easements.
- d. The parties agree to make best efforts to close the contemplated transactions within 60 days of the execution of this Settlement Agreement (the "Closing").

- e. The Town shall not take any action inconsistent with the terms and intent of this Agreement to extinguish, restrict, eliminate or to take by eminent domain the easement areas delineated on Exhibit 1.
 - f. The Town acknowledges that the land subject to this Agreement has historically been zoned for Industrial uses within the Town, and further acknowledges that the Defendants relied on the zoning status of this land as allowing Industrial uses as a matter of right to initially acquire the subject land and thereafter to effectuate the allocation of Parcels, A, B, C, D and E in this Agreement. The Board of Selectmen shall continue to support the zoning of Parcels B, C and E as permitting Industrial uses as a matter of right.
 - g. The Board of Selectmen shall be designated as the decision-making body for the Town for the purpose of implementing the provisions of this Settlement Agreement. The Board of Selectmen shall have the right to consult with any such board, commission, or department as is necessary for carrying out any such terms of this Agreement, but shall retain decision-making authority to the extent permitted by law.
6. Mutual Releases:
- a. The Town's Release: In consideration of the covenants, representations and promises set forth in this Settlement Agreement from the Defendants, which covenants, promises and representations survive this Release, the Town hereby releases the Defendants and their representatives, agents, attorneys, employees, directors, officers, shareholders, members, managers, affiliates, subsidiaries, divisions, agents, successors, and assigns (together, the "Defendant Releasees")

from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, in law or equity, known or unknown, which the Town had or has against any of the Defendant Releasees relating to the subject-matter of the Litigations, including but not limited to any claims with respect to ownership of real property located at 364 West Street, Hopedale, MA, including any claim asserting a right of first refusal under Chapter 61 of the Massachusetts General Laws. The Town specifically reserve its rights to seek enforcement of this Settlement Agreement.

- b. Defendants' Release: In consideration of the covenants, representations and promises set forth in this Settlement Agreement from the Town, which covenants, promises and representations survive this Release, the Defendants hereby release the Town and their representatives, agents, attorneys, employees, directors, officers, shareholders, members, managers, affiliates, subsidiaries, divisions, agents, successors, and assigns (together, the "Town Releasees") from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, in law or equity, known or unknown, which the Defendants had or have against any of the Town Releasees relating to the subject-matter of the Litigations, including but not limited to any claims with respect to ownership of real property located at 364 West Street, Hopedale, MA, including any claim asserting a right

of first refusal under Chapter 61 of the Massachusetts General Laws. The Defendants specifically reserve their rights to seek enforcement of this Settlement Agreement.

7. Understanding and Counsel: The Parties represent and warrant that (i) they have read and understand the terms of this Agreement, (ii) they have been represented by counsel with respect to this Agreement and all matters covered by and relating to it, and (iii) they have entered into this Agreement for reasons of their own and not based upon representations of any other person or party hereto.

8. Legal Fees and Costs: Each of the Parties shall pay its own respective costs and attorneys' fees incurred with respect to the Litigations and this Agreement.

9. Entire Agreement: This Agreement, constitutes the entire agreement with respect to the subject matter addressed herein and supersedes any prior written and/or verbal agreements between the Parties.

10. Severability: The provisions of this Agreement are severable and should any provision be deemed for any reason to be unenforceable the remaining provisions shall nonetheless be of full force and effect; provided however, that should any provision be deemed unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith to cure any such defect(s) in the subject provision(s).

11. Amendments: This Agreement may not be orally modified. This Agreement may only be modified or amended in a writing signed by all of the Parties.

12. Headings: All headings and captions in this Agreement are for convenience only and shall not be interpreted to enlarge or restrict the provisions of the Agreement.

13. Execution in Counterparts; Execution by Facsimile or PDF: This Agreement may be executed in counterparts and all such counterparts when so executed shall together constitute the final Agreement as if one document had been signed by all of the Parties. The Parties agree that facsimile or Portable Document Format (“PDF”) signatures shall have the same binding force as original signatures, again as if all Parties had executed a single original document.

14. Actions to Enforce: Should any action be brought by one of the parties in a court of competent jurisdiction, including but not limited to the Massachusetts Superior Court and the Land Court to enforce any provision of this Agreement, the non-prevailing party to such action shall reimburse the prevailing party for all reasonable attorneys’ fees and court costs and other expenses incurred by the prevailing party in said action to enforce. Provided however, that before any party to this Agreement files any such action, that party shall identify and inform the opposing party of any alleged violations of the Agreement and the parties shall work in good faith to resolve their dispute prior to filing any action to enforce.

15. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Agreement shall not be construed against any of the Parties, including the drafter thereof, but shall be given a reasonable interpretation under the circumstances. Nothing in this Agreement shall abrogate the application of any applicable federal law with respect to any of the properties or activities referenced in this Settlement Agreement, including, but not limited to the Clean Water Act and the Safe Drinking Water Act, to the extent applicable.

16. Notice: All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, electronic mail with proof of

receipt, facsimile, or mailed by certified or registered mail, to the Parties' respective addresses as follows:.

To the Trust:

One Hundred Forty Realty Trust
c/o Michael Milanoski, Trustee
Grafton & Upton Railroad Company
P.O. Box 952
Carver, MA 02330
mmilanoski@firstcolonydev.com

With a copy to:

Donald C. Keavany, Esq.
Christopher Hays Wojcik & Mavricos, LLP
370 Main Street, Suite 970
Worcester, MA 01608
dkeavany@chwmlaw.com

To G&U:

Michael Milanoski, President
Grafton & Upton Railroad Company
P.O. Box 952
Carver, MA 02330
mmilanoski@firstcolonydev.com

With a copy to:

Donald C. Keavany, Esq.
Christopher Hays Wojcik & Mavricos, LLP
370 Main Street, Suite 970
Worcester, MA 01608
dkeavany@chwmlaw.com

To the Board of Selectmen:

Brian R. Keyes, Chair
Board of Selectmen
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747
bkeyes@hopedale-ma.gov

With a copy to:

Diana Schindler
Town Administrator
Town of Hopedale
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747
dschindler@hopedale-ma.gov

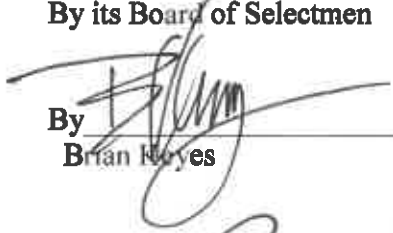
17. Dismissal of Litigations:

- a. Attorneys for the Parties shall file a Stipulation of Dismissal With Prejudice in the Land Court Matter within five (5) business days of the execution of this Agreement.
- b. Attorneys for the Defendants shall file a Request to Withdraw its Petition for Declaratory Order in the STB Matter within five (5) business days of the execution of this Agreement.

[signatures on following page]

TOWN OF HOPEDALE

By its Board of Selectmen

By 
Brian Hayes

By 
Louis Arcudi

By _____
Glenda Hazard

**JON DELLI PRISCOLI and
MICHAEL R. MILANOSKI, as
TRUSTEES of the ONE HUNDRED
FORTY REALTY TRUST**

By 
Jon Delli Priscoli, Trustee

By 
Michael Milanoski, Trustee

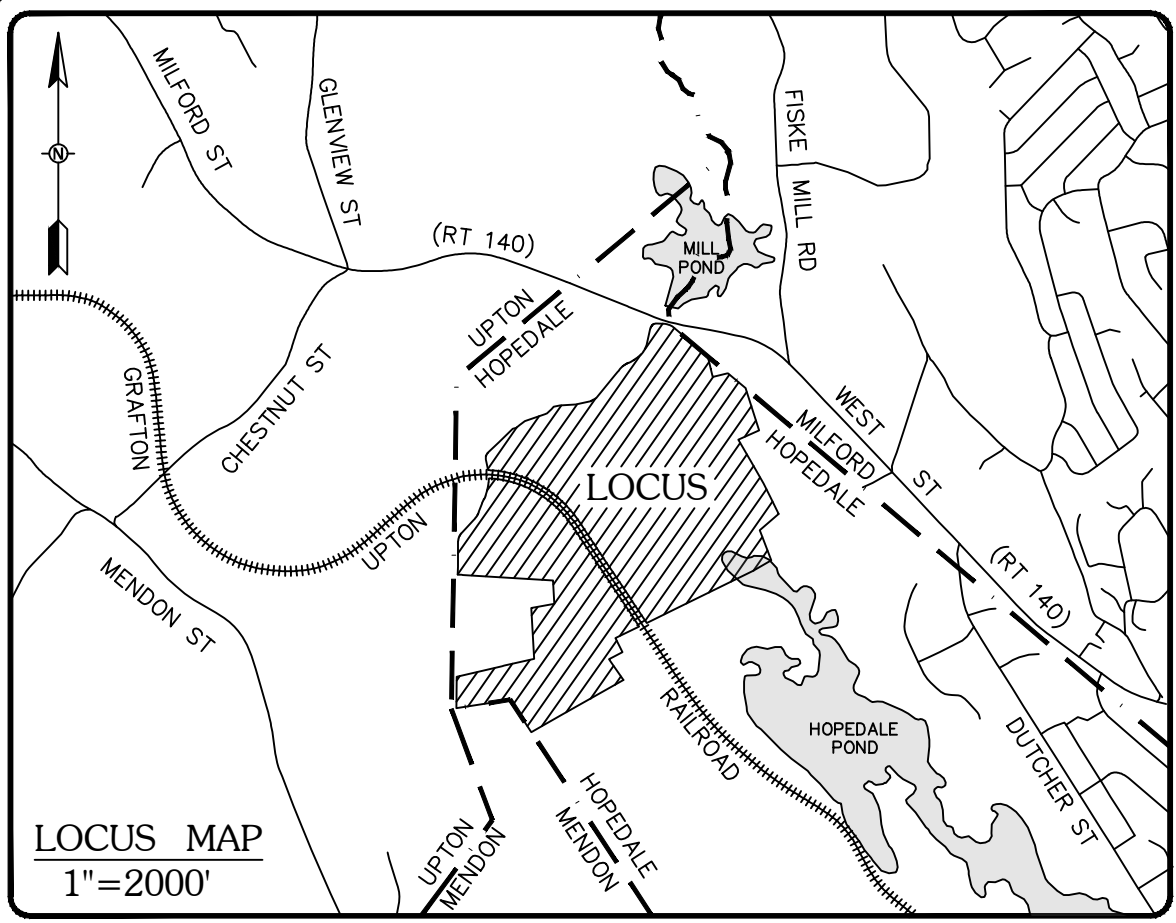
**GRAFTON & UPTON RAILROAD
COMPANY**

By 
Michael Milanoski, President

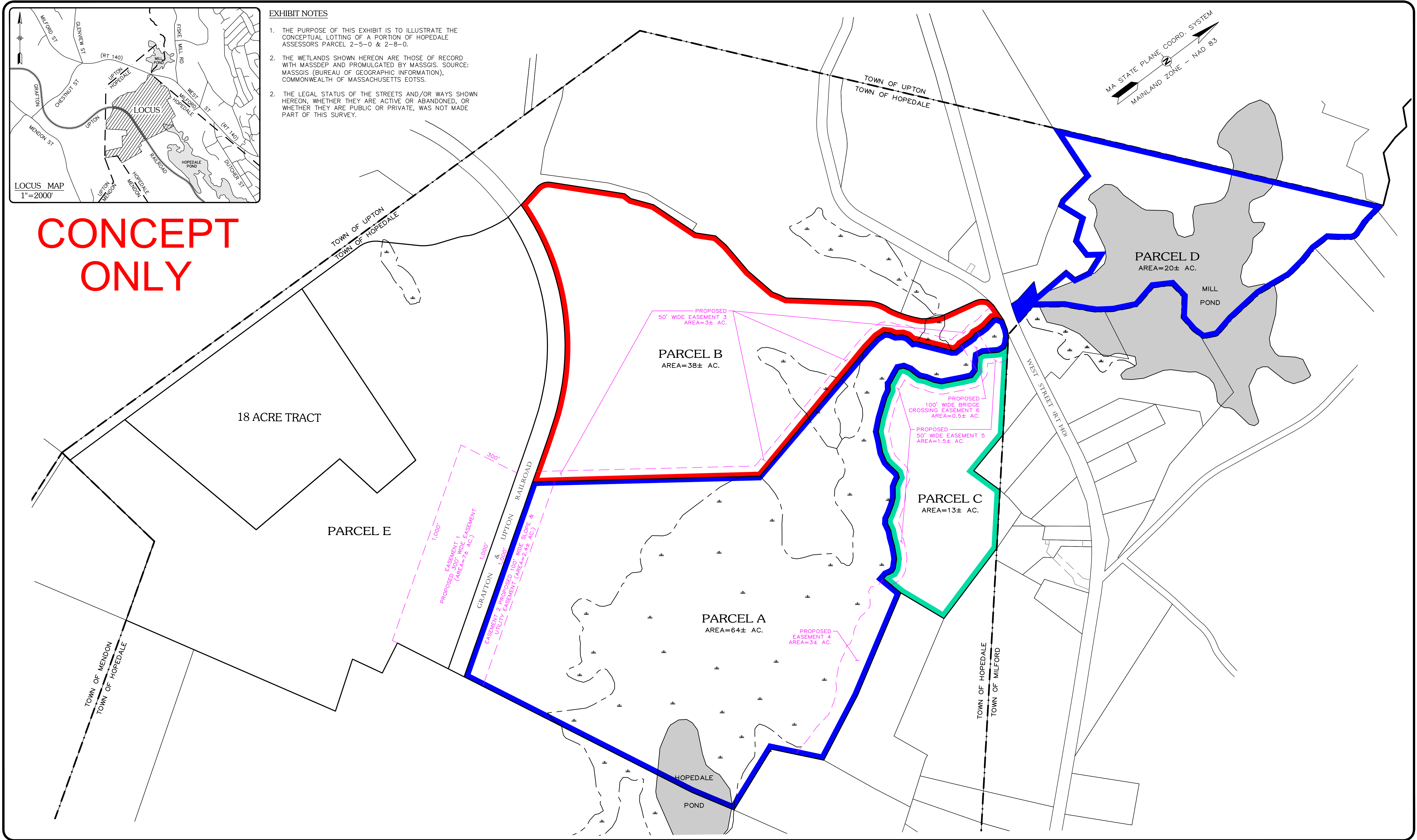
Exhibit 1

EXHIBIT NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO ILLUSTRATE THE CONCEPTUAL LOTTING OF A PORTION OF HOPEDALE ASSESSORS PARCEL 2-5-0 & 2-8-0.
2. THE WETLANDS SHOWN HEREON ARE THOSE OF RECORD WITH MASSDEP AND PROMULGATED BY MASSGIS. SOURCE: MASSGIS (BUREAU OF GEOGRAPHIC INFORMATION), COMMONWEALTH OF MASSACHUSETTS EOTSS.
2. THE LEGAL STATUS OF THE STREETS AND/OR WAYS SHOWN HEREON, WHETHER THEY ARE ACTIVE OR ABANDONED, OR WHETHER THEY ARE PUBLIC OR PRIVATE, WAS NOT MADE PART OF THIS SURVEY.

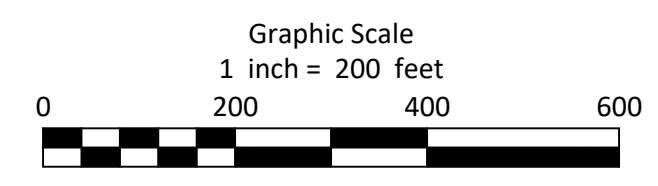


CONCEPT ONLY



| REV # | DATE | DESCRIPTION |
|-------|---------|----------------------|
| 0 | 1/26/21 | ISSUED FOR AGREEMENT |

DRWN BY: ZRB
CHK'D BY: PSB
APRVD BY: WML



PREPARED BY:
EDC Engineering Design Consultants, Inc.
32 Turnpike Road
Southborough, Massachusetts
(508) 480-0225

PROJECT:
GRAFTON & UPTON RAILROAD
364 WEST STREET
(WORCESTER COUNTY)
HOPEDALE, MASSACHUSETTS

TITLE:
CONCEPTUAL LAND DIVISION EXHIBIT

PREPARED FOR:
Grafton & Upton Railroad Company
42 Westboro Road
North Grafton, Massachusetts 01536

DATE:
JANUARY 26, 2021

1 OF 1

EDC PROJECT NUMBER
3659

3659 EXH CONCEPTUAL LOTTING R7.DWG

Exhibit 2

COST SHARING AGREEMENT

This Cost Sharing Agreement (the “Agreement”) is made and entered into this ____ day of February 2021, by and between the following parties (the “Parties”): the Town of Hopedale, by and through its Board of Selectmen (“Board”) and its Board of Water & Sewer Commissioners (“Commissioners,” together with the Board, the “Town”), Jon Delli Priscoli and Michael Milanoski, Trustees of the One Hundred Forty Realty Trust (the “Trust”), and Grafton and Upton Railroad Company (“G&U”) (the Trust and G&U may be referred to collectively as “GURR”).

WHEREAS, the Board and GURR are parties to a Settlement Agreement dated February ___, 2021, which, among other things:

- a. resolved outstanding claims in:
 - i. Town of Hopedale v. Jon Delli Priscoli, et al, Massachusetts Land Court No. 20MISC00467 (the “Land Court Matter”); and
 - ii. a Petition for Declaratory Order filed by G&U with the federal Surface Transportation Board, Docket No. FD 36464, (the “STB Matter”, together with the Land Court Matter, the “Litigations”);
- b. established an amicable division of property that was the subject of the Litigations, including the partition of 364 West Street into Parcels A, B, C and E as shown on a document entitled Conceptual Lotting Exhibit – January 26, 2021, which is attached hereto as Exhibit 1;
- c. provided for the conveyance of land registered under G.L. c. 61 within Parcel A by quitclaim deed(s) from GURR to the Town, or its designee, reserving to the grantor(s) and their successors a slope, grading, and utility easement in the

general location depicted on Exhibit 1, and further reserving to the grantor(s) a 100-foot wide easement for a bridge to facilitate the stream crossing over the Mill River at the general location depicted on Parcel A in Exhibit 1, and an easement for installation of a water supply well(s) or well fields for the benefit of the grantors and their successors;

- d. acknowledged that G&U will donate the non-Chapter 61 land within Parcel A to the Town, or its designee, as is, including but not limited to with all existing encumbrances;
- e. provided that the Town, in its discretion, may perform any hydrogeological analysis for the purpose of establishing a public drinking water supply well on Parcel A pursuant to 310 CMR 22.00, including, but not limited to, activities to support a Site Screening for Siting a New Public Water Supply and a pumping test pursuant to applicable state regulations (collectively the “Hydrological Analysis”) at any location on Parcel A that is more than 400 feet (or 250 feet for a wellfield) from Parcel E, Parcel C, and Parcel B;
- f. provided that in the event the Hydrological Analysis performed by the Town indicates the feasibility and financial viability of a public water supply well or wellfield, GURR and its successors will work in good faith with the Town to satisfy Massachusetts Department of Environmental Protection (“MassDEP”) drinking water regulations so that a well or well field may be developed; provided however, that nothing herein shall require the Trust, or its successors, to convey any land in Parcel B, Parcel C, or Parcel E to the Town, or its designee, to satisfy GURR’s commitment to work in good faith; and

- g. provided that GURR shall abandon any water supply well(s) or wellfields it may have installed on any of the subject parcel when a public water supply becomes available and operational on Parcel A, and that GURR shall have the right to connect to the public water supply in consideration for its abandonment of its private well.

WHEREAS, both GURR and the Town have an interest in exploring the water resources in Parcel A to determine whether the aquifer will support either a bedrock well or wells, or a well or well field within the groundwater in the shallow overburden in Parcel A;

NOW THEREFORE, the Parties agree as follows:

1. Description of Work: The Parties agree to work cooperatively and collaboratively for their mutual benefit in: (a) performing a Hydrogeological Analysis to assess the viability of a well or wells for water supply from the groundwater located in the shallow overburden in the areas shown as “Potential Aquifer Material” on the Figure prepared by Environmental Partners Group, Inc., attached hereto as Exhibit 2; (b) performing a Hydrogeological Analysis to assess the viability of a well or wells for water supply from bedrock sources in the three areas shown as “Potential Bedrock Well Location” in Exhibit 2; and (c) performing such other work as they mutually agree to undertake to assess the viability of a water supply and/or public drinking water supply on Parcel A (tasks (a), (b), and (c) collectively are referred to as the “Work”).

- a. For the avoidance of doubt, it is expressly acknowledged that the Work subject to this Cost Sharing Agreement is restricted to the Hydrogeological Analysis, and does not include costs associated with the permitting, construction, or operation of any water supply well, including, but not limited to, the costs for any other associated infrastructure for any well. All such costs for the permitting (beyond

the Site Screening and pumping test activity), construction, and operation of a water supply well(s), including any public water supply well(s), shall be borne by the Party deciding to pursue to the permitting, construction, and operation of such water supply well(s). Any Party deciding to pursue the permitting, construction, and operation of a water supply well(s) based on the information generated through the Work shall inform the other Parties in writing of their intent to establish a well or wells, including the precise location and anticipated yield from the well or wells.

- b. In the event the Parties seek to share any costs for the permitting, construction, and operation of a water supply well beyond the scope of the Work, such activity shall be separately negotiated and subject to a separate cost sharing agreement.
2. Cost Share.
- a. “Cost of Work” means the following costs associated with the Work: Joint Contractor (as that term is defined in Paragraph 3.b) fees consistent with the scope and budgets approved under Paragraph 1 and all other direct expenses mutually agreed upon in writing by the Parties. Subject to Paragraph 5 below regarding the Term of the Agreement, the Parties shall pay for the Cost of Work according to the following percentage shares: GURR shall pay 50% and the Commissioners shall pay 50%.
 - b. The Parties agree that the Joint Contractors shall be retained by, and shall be invoiced by, both G&U and the Commissioners for each Party’s respective share of the Cost of Work. Retention of any Joint Contractors shall be in compliance with any applicable state law relating to public contracting.

3. Responsibility for Management Work.
 - a. In furtherance of the Work and the purpose of this Cost Sharing Agreement, the Parties will coordinate their communications with third parties, including Joint Contractors, and to the extent necessary, MassDEP. Each Party shall have the right to be present in all meetings and telephone conferences with MassDEP with respect to matters involving the Work. All work plans, proposals, reports, and other written communication with MassDEP concerning the Work must be mutually approved in writing in advance by both Parties and will be jointly submitted to MassDEP.
 - b. The Parties will jointly select and manage technical consultants, advisors, and contractors, including a licensed professional engineer (collectively “Joint Contractors”), to perform the Work. Each Party will have open access to all Joint Contractors and will have the right to be present in meetings and telephone conferences with Joint Contractors. The Parties may jointly determine to terminate a Joint Contractor at any time and without cause.
 - c. All data, written analysis, reports, or laboratory results performed by or at the direction of a Joint Contractor shall be shared with all Parties.
 - d. Each Party will give the other Parties at least ten (10) days advance notice of any meeting and 20-hour advance notice (at least one business day) of any telephone conference scheduled with MassDEP or a Joint Contractor relating to matters involving the Work. Each Party, however, may contact the Joint Contractors independently regarding routine matters or to obtain information without providing advance notice to the other Party and without seeking to involve the

other Party in the communication, provided that the Parties shall instruct the Joint Contractors that such contacts are not confidential with respect to the other Party and that both Parties are to be involved in all calls involving non-routine matters and matters of strategic importance.

- e. Nothing in Paragraph 3.d. or Paragraph 3.a shall prevent either Party from accepting telephone calls from MassDEP. Each Party shall promptly report to the other Party the substance of any telephone calls or other communications with MassDEP relating to the Work that involve non-routine matters or matters of strategic importance.

4. Unilateral Assessment Work. If either Party unilaterally undertakes assessment activities beyond the scope of the Work, that Party shall be solely responsible for the cost of any such assessment. It is expressly acknowledged that there are Potential Aquifer Material areas show on Exhibit 2 that are located exclusively within Parcel B. Any Hydrological Analysis work performed by GURR on Parcel B is not subject to this Cost Sharing Agreement.

5. Term. This Agreement shall be effective on the date first written above (the “Effective Date”) and shall remain in effect until such time as the Work is completed, unless terminated earlier as provided herein. The Agreement may be extended only by written agreement of the Parties.

6. Termination. Any Party may terminate this Agreement upon thirty (30) days written notice to the other Parties. The terminating Party shall remain responsible for all of that Party’s share of the Cost of Work incurred through the effective date of the termination. The Agreement may also be terminated for breach pursuant to the terms of Paragraph 8.

7. Internal Costs. Each Party shall be fully responsible for its own internal costs, including but not limited to legal and consulting fees or the internal costs of the Hopedale Water Department, in implementing this Agreement. Such costs shall not be subject to the cost sharing outlined in Paragraph 2.

8. Breach. The Parties agree that in the event of a breach of this Agreement by any Party, the Parties shall attempt in good faith to resolve the dispute through a dialogue between responsible representatives of the Parties. If the Parties are unable to resolve any such dispute during the two-week period immediately following commencement of the discussion, then, at the written request of any Party, the Parties shall attempt to settle the dispute by non-binding mediation under the procedures of REBA Dispute Resolution, Inc. The neutral in any such proceeding shall be selected by and agreed to by both Parties, shall be an expert in the particular matter, and shall be available to serve on short notice. All statements of any nature made in connection with the non-binding mediation shall be privileged and shall be inadmissible in any subsequent court or other legal proceeding involving or relating to the same claim. The mediation process shall continue until the first to occur of: (a) resolution of the dispute; (b) the forty-fifth (45th) day after the Parties agree on the identity of the neutral for such mediation; or (c) a determination by the neutral that resolution is not reasonably possible in a mediation proceeding. The costs of the neutral shall be borne by the Parties jointly on an equal basis. The Parties shall pay their own attorneys' fees, consultant fees, and other costs of mediation. If at the end of the mediation process the Parties fail to resolve the dispute, the Party or Parties claiming breach shall have the right to take any action, in law or equity, available to such Party, including, but not limited to, bringing suit in the Massachusetts Superior Court or other court of competent jurisdiction for injunctive or other relief.

9. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Parties. No assignment or delegation to make any payment or reimbursement hereunder will release the assigning Party without prior written consent of the other Parties hereto, which approval shall not be unreasonably withheld.

10. Waiver. The failure of any Party to enforce at any time or for any period of time any of the provision of this Agreement will not be construed to be a waiver of such provisions or of its right thereafter to enforce such provisions and each and every provision thereafter. Termination of this Agreement does not affect the accrued rights and remedies a Party may have prior to such termination.

11. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter addressed herein and supersedes any prior written and/or verbal agreements between the Parties.

12. Third Parties. This Agreement is not intended for the benefit of any third party and is not enforceable by any third party, including, but not limited to, federal and state regulatory authorities.

13. Severability. The provisions of this Agreement are severable and should any provision be deemed for any reason to be unenforceable the remaining provisions shall nonetheless be of full force and effect; provided however, that should any provision be deemed unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith to cure any such defect(s) in the subject provision(s).

14. Amendments: This Agreement may not be orally modified. This Agreement may only be modified or amended in a writing signed by all of the Parties.

15. Headings. All headings and captions in this Agreement are for convenience only and shall not be interpreted to enlarge or restrict the provisions of the Agreement.

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17. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Agreement shall not be construed against any of the Parties, including the drafter thereof, but shall be given a reasonable interpretation under the circumstances. Nothing in this Agreement shall abrogate the application of any applicable federal or state law, including, but not limited to, the Clean Water Act and the Safe Drinking Water Act, to the extent applicable.

18. Notice. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, electronic mail with proof of receipt, facsimile, or mailed by certified or registered mail, to the respective addresses as follows:

To the Trust:

One Hundred Forty Realty Trust
c/o Michael Milanoski, Trustee
Grafton & Upton Railroad Company
P.O. Box 952
Carver, MA 02330
mmilanoski@firstcolonydev.com

With a copy to:

Donald C. Keavany, Esq.
Christopher Hays Wojcik &
Mavricos, LLP
370 Main Street, Suite 970
Worcester, MA 01608
dkeavany@chwmlaw.com

To G&U:

Michael Milanoski, President
Grafton & Upton Railroad Company
P.O. Box 952
Carver, MA 02330
mmilanoski@firstcolonydev.com

To the Board of Selectmen:

Brian R. Keyes, Chair
Board of Selectmen
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747
bkeyes@hopedale-ma.gov

To the Board of Water & Sewer Commissioners:

Edward J. Burt, Chair
Hopedale Board of Water & Sewer
Commissioners
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747
eburt.hd@gmail.com

With a copy to:

Donald C. Keavany, Esq.
Christopher Hays Wojcik &
Mavricos, LLP
370 Main Street, Suite 970
Worcester, MA 01608
dkeavany@chwmlaw.com

With a copy to:

Diana Schindler
Town Administrator
Town of Hopedale
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747
dschindler@hopedale-ma.gov

With a copy to:

Tim Watson, Manager
Town of Hopedale Water &
Sewer Department
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747
twatson@hopedale-ma.gov

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed or have caused their proper representatives to duly execute this Agreement as of the Effective Date first written above.

TOWN OF HOPEDALE

**JON DELLI PRISCOLI and
MICHAEL R. MILANOSKI, as
TRUSTEES of the ONE HUNDRED
FORTY REALTY TRUST**

By its Board of Selectmen

By _____
Brian Keyes

By _____
Jon Delli Priscoli, Trustee

By _____
Louis Arcudi

By _____
Michael Milanoski, Trustee

By _____
Glenda Hazard

**GRAFTON & UPTON RAILROAD
COMPANY**

By _____
Michael Milanoski, President

By its Board of Water & Sewer Commissioners

By _____
Ed Burt

By _____
James Morin

By _____

EXHIBIT

A

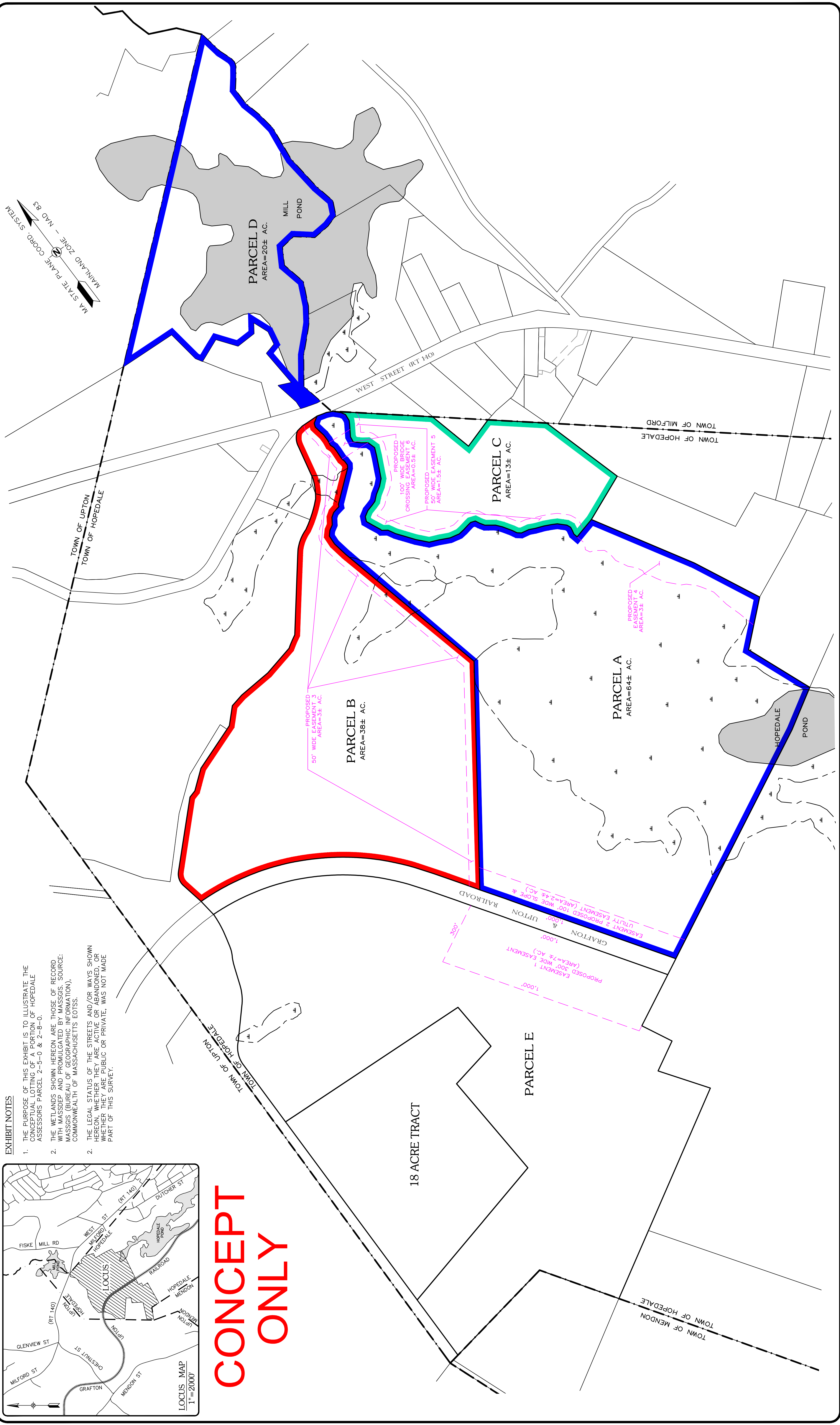
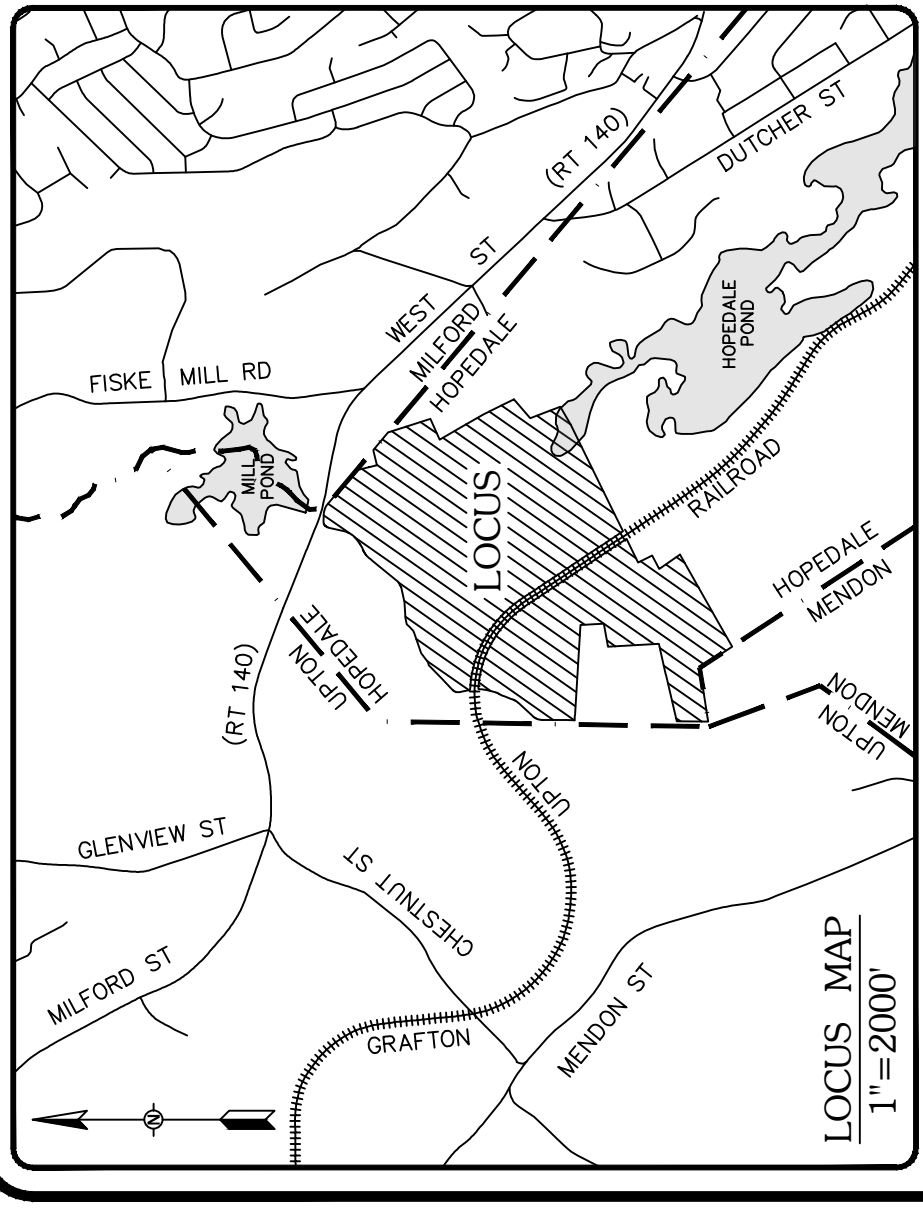


EXHIBIT NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO ILLUSTRATE THE CONCEPTUAL LOTTING OF A PORTION OF HOPEDALE ASSESSORS PARCEL 2-5-0 & 2-8-0.
2. THE WETLANDS SHOWN HEREON ARE THOSE OF RECORD WITH MASSDEP AND PROMULGATED BY MASSGIS. SOURCE: COMMONWEALTH OF MASSACHUSETTS EOTSS.
2. THE LEGAL STATUS OF THE STREETS AND/OR WAYS SHOWN HEREON, WHETHER THEY ARE ACTIVE OR ABANDONED, OR WHETHER THEY ARE PUBLIC OR PRIVATE, WAS NOT MADE PART OF THIS SURVEY.



CONCEPT ONLY

18 ACRE TRACT

PARCEL E

| <p>DATE: JANUARY 26, 2021</p> <p>1 OF 1</p> <p>EDC PROJECT NUMBER 3659</p> | <p>TITLE: CONCEPTUAL LAND DIVISION EXHIBIT</p> <p>PREPARED FOR: Grafton & Upton Railroad Company 42 Westboro Road North Grafton, Massachusetts 01536</p> | | | | | | |
|---|--|----------------------|-------------|---|---------|----------------------|--|
| <p>PROJECT: GRAFTON & UPTON RAILROAD</p> <p>364 WEST STREET (WORCESTER COUNTY) HOPEDALE, MASSACHUSETTS</p> | <p>PREPARED BY: EDC Engineering Design Consultants, Inc. 32 Turnpike Road Southborough, Massachusetts (508) 480-0225</p> | | | | | | |
| <p>REVISIONS:</p> <table border="1"> <tr> <th>REV #</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>0</td> <td>1/26/21</td> <td>ISSUED FOR AGREEMENT</td> </tr> </table> | REV # | DATE | DESCRIPTION | 0 | 1/26/21 | ISSUED FOR AGREEMENT | <p>Graphic Scale 1 inch = 200 feet</p> |
| REV # | DATE | DESCRIPTION | | | | | |
| 0 | 1/26/21 | ISSUED FOR AGREEMENT | | | | | |
| <p>DRWN BY: ZRB</p> <p>CHK'D BY: FSB</p> <p>APRVD BY: WWL</p> | | | | | | | |

EXHIBIT

B

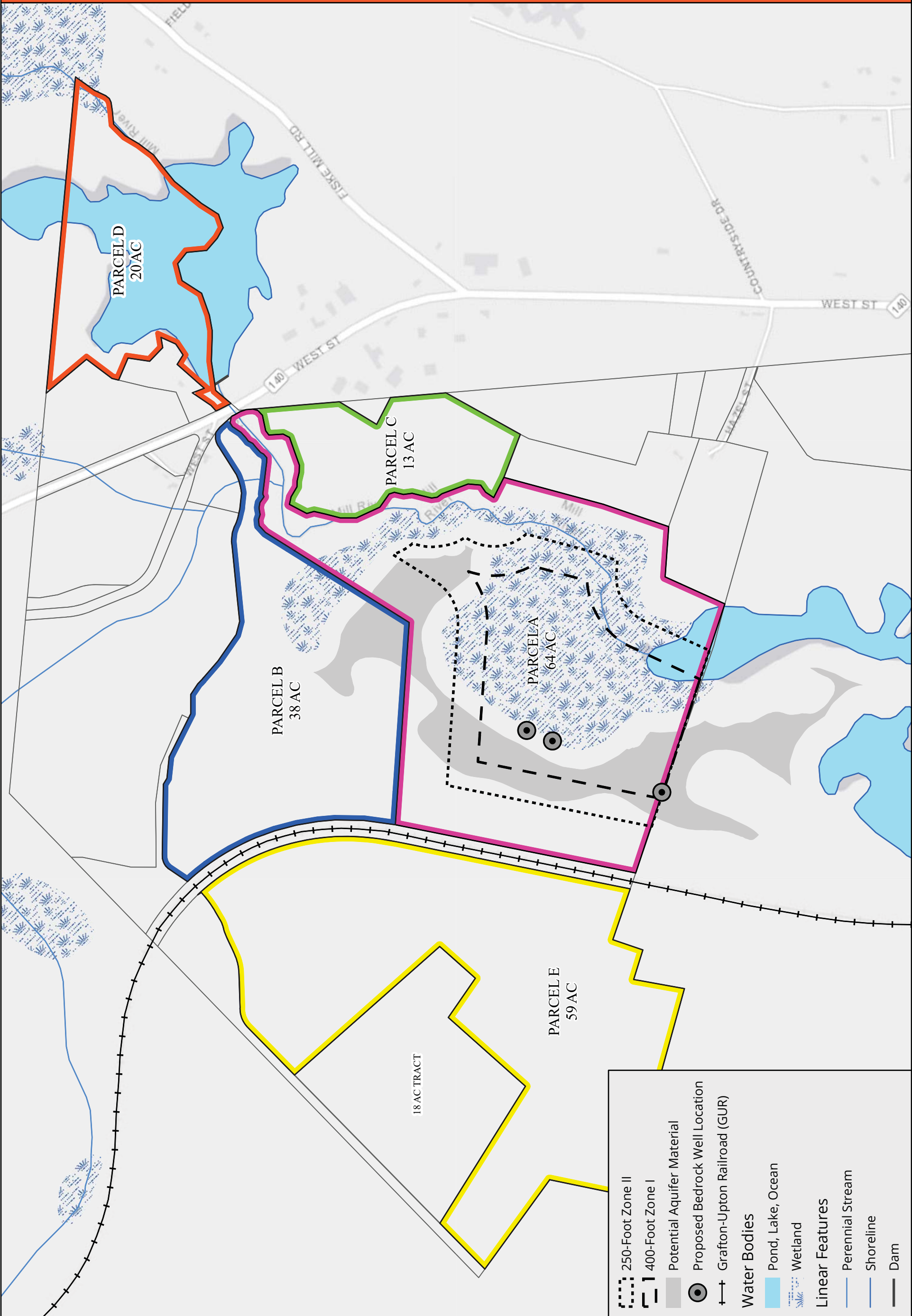


Zone I for a Wellfield and a Single Well

Hopdale, Massachusetts



ENVIRONMENTAL PARTNERS



| | |
|------------------------|--------------------------------|
| | 250-Foot Zone II |
| | 400-Foot Zone I |
| | Potential Aquifer Material |
| | Proposed Bedrock Well Location |
| | Grafton-Upton Railroad (GUR) |
| Water Bodies | |
| | Pond, Lake, Ocean |
| | Wetland |
| Linear Features | |
| | Perennial Stream |
| | Shoreline |
| | Dam |

Exhibit 3

**EXHIBIT 3 TO SETTLEMENT TERM SHEET
TEMPLATE OF DEED RESTRICTION**

A. The following uses shall not be allowed on land conveyed in this deed:

1. Landfills and open dumps as defined in 310 CMR 19.006;
2. Storage of liquid petroleum products, provided that such storage, is in free-standing containers within buildings or above ground with secondary containment adequate to contain a spill the size of the container's total storage capacity;
3. Land filling of sludge or septage as defined in 310 CMR 32.05;
4. Storage of sludge and septage, unless such storage is in compliance with 310 CMR 32.30 and 310 CMR 32.31;
5. Individual sewage disposal systems that are designed in accordance with 310 CMR 15.00;
6. Storage of deicing chemicals unless such storage, including loading areas, is within a structure designed to prevent the generation and escape of contaminated runoff or leachate;
7. Storage of animal manure unless covered or contained in accordance with the specifications of the United States Soil Conservation Service;
8. Earth removal, consisting of the removal of soil, loam, sand, gravel, or any other earth material (including mining activities) to within six (6) feet of historical high groundwater as determined from monitoring wells and historical water table fluctuation data compiled by the United States Geological Survey, except for excavations for building foundations and associated support / grading infrastructure, roads, parking, rail, or utility works, including stormwater management facilities;
9. Facilities that generate, treat, store, or dispose of hazardous waste subject to MGL 21C and 310 CMR 30.000, except the following:
 - i. Very small quantity generators as defined under 310 CMR 30.000;
 - ii. Household hazardous waste centers and events under 310 CMR 30.390;
 - iii. Waste oil retention facilities required by MGL Chapter 21, Section 52A;
 - iv. Water remediation treatment works approved by DEP for the treatment of contaminated ground or surface waters;
10. Automobile graveyards and junkyards, as defined in MGL Chapter 140B, Section 1;
11. Treatment works that are subject to 314 CMR 5.00;
12. Storage of hazardous materials, as defined in MGL Chapter 21E, unless in a free standing container within a building or above ground with adequate secondary containment adequate to contain a spill the size of the container's total storage capacity;
13. Industrial and commercial uses which discharge process waste water on-site;
14. Stockpiling and disposal of snow and ice containing deicing chemicals if brought in from

outside the parcel;

15. Storage of commercial fertilizers, as defined in MGL Chapter 128, Section 64, unless such storage is within a structure designated to prevent the generation and escape of contaminated runoff or leachate;

16. The use of septic system cleaners which contain toxic or hazardous chemicals;

- B. In the event a private roadway is not feasible and a public road is required, the Defendants acknowledge their obligation to comply with Massachusetts law with respect to the construction of a public road. In the event a private roadway is contemplated to provide access to the Property said private roadway shall be designed to minimize impacts to the Mill River to the extent practicable following industry standards for stormwater management and stream crossing design, including the US Army Corps of Engineers Stream Crossing Best Management Practices. All plans for the private access roadway and for any “bridge” that will span across the Mill River shall be stamped by a professional engineer, and forwarded to an independent licensed professional engineer selected by the Board of Selectmen who may review such plans at no expense to the Owner. The plans shall be submitted to the Town of Hopedale Board of Selectmen for their review; but shall not require a Board vote to approve such plans. In the event a private roadway is not feasible and a public road is required, the Defendants acknowledge their obligation to comply with Massachusetts law with respect to the construction of a public road.
- C. The application of pesticides, including herbicides, insecticides, fungicides, and rodenticides for non-domestic or nonagricultural uses shall in accordance with state and federal standards.
- D. For the purpose of preserving groundwater quality to the greatest extent practicable, any development shall provide recharge by storm water infiltration basins or similar systems covered with natural vegetation; dry wells shall be used only where other methods are infeasible. All such storm water infiltration basins and wells shall be preceded by oil, grease, and sediment traps to facilitate removal of contamination. Any and all storm water infrastructure, including all recharge areas, shall be permanently maintained in full working order by the Owner.
- E. Prior to occupancy of building, owner shall prepare a Hazardous Materials Management Plan (“HMM Plan”), the Owner shall file the HMM Plan with the Town’s Hazardous Materials Coordinator, Fire Chief, and Board of Health. The HMM Plan shall include:
- (1) Provisions to protect against the discharge of hazardous materials or wastes to the environment due to spillage, accidental damage, corrosion, leakage, or vandalism, including spill containment and clean-up procedures;
 - (2) Provisions for indoor, secured storage of hazardous materials and wastes with impervious floor surfaces;
 - (3) Evidence of compliance with the Regulations of the Massachusetts Hazardous Waste Management Act 310 CMR 30, including obtaining an EPA identification, number from the Massachusetts Department of Environmental Protection.
- F. Development will be limited to enclosed buildings/structures so as to avoid outside storage. This does not apply to necessary infrastructure to support buildings / structures.

- G. Owner will not be subject to any local permitting; beyond compliance to these conditions, federal laws and regulations, and consistent with established practice the Owner will keep state and local authorities apprised of any development plans by providing notification to the Board of Selectmen and/or Town Administrator.
- H. Any of these deed restrictions may be waived by the Board of Selectmen on an individual basis at the Board of Selectmen's sole discretion following a properly posted public meeting upon a finding that enforcement of the specific restriction is not necessary to further the purposes of protecting groundwater or surface water supplies.
- I. Nothing contained in this Deed Restriction limits the enforceability of these provisions through an action to a court of competent jurisdiction, including, but not limited to the Massachusetts Superior Court and the Land Court.