

Board of Selectmen
Regular Meeting Minutes
March 1, 2021, 6:30 PM

Present, Chair Keyes, Selectman Arcudi, Town Administrator Diana Schindler

Chair Keyes called the meeting to order at 6:30PM, the persons present then recited the Pledge of Allegiance.

Accept Resignation of Board of Selectmen member, Glenda Hazard

Chair Keyes and Selectman Arcudi expressed their thanks for her work on the Board of Selectmen and understanding for her resignation.

Selectman Arcudi made a motion to accept the resignation of Glenda Hazard from the Board of Selectmen.

Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Town Administrator Schindler stated that she has spoken with the Town Clerk. The Selectmen position will be filled during the regular election. Tow Administrator Schindler stated that nomination papers are available now with the Town Clerk, the nomination papers must be submitted on or before March 23, 2021 at 5PM. The last day to withdraw as a candidate is April 8, 2021. The determined election date is May 11, 2021.

Selectman Arcudi made a motion to enter executive session for the purposes of what the Chair has read. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Chair Keyes dissolved the regular session at 6:43PM

The remainder of this meeting is exclusively for the purpose of Executive Session as outlined below. The Board **will not** be returning to open session.

Executive Session Motion:

To move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (1)

To discuss the reputation, character, physical condition, or mental health, rather than professional competence, of an individual, or discuss the discipline or dismissal of, or complaints or charges against, a public officer, employee, staff member or individual (**Individual has waived written notice and does not seek to have in Open Session**); and

For item # (2) To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel; **Purpose: Police Chief Contract**; and

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, which he does. **Purpose: Collective Bargaining; All units.**

Roll Call Vote

Submitted by:

Lindsay Mercier
Lindsay Mercier, Executive Assistant

Adopted: _____

Board of Selectmen
Regular Meeting Minutes
March 8, 2021 7:00 PM

Present, Chair Keyes, Selectman Louis J. Arcudi, III, Town Administrator Diana Schindler
Chair Keyes convened the meeting at 7:00PM, all present recited the pledge of allegiance.

Consent Items

Approval of January 21, 2021 Regular Minutes

Selectman Arcudi made a motion to approve the January 21, 2021 Regular Minutes. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Accepting the \$10 Donation from Beth Fox and her daughter, Brittany to the Bancroft Memorial Library (Letter Attached)

Chair Keyes read the letter from the Director Robyn York regarding the donation from Beth Fox and her Daughter, Brittany. Selectman Arcudi and Chair Keyes thanked Beth and Brittany Fox and Robyn York. Selectman Arcudi made a motion to accept the \$10 donation from Beth Fox and her Daughter, Brittany for purchasing supplies. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Rent Abatement request for Beyond Full for February 2021 (Letter Attached)

Chair Keyes read the letter sent in by Richard Yancey regarding the rent abatement for the month of February 2021. Selectman Arcudi stated that the Town placed no restriction on them for the month of February and that they were informed to abide by the state guidelines/restrictions. Selectman Arcudi stated that he does not agree with giving a rent abatement for February due to these conditions.

Town Administrator Schindler stated that Beyond Full has been paying 25% (\$750) of their rent for the months of October, November, December. The month of January 2021, rent was completely forgiven. By mid-January Beyond Full was allowed to open back up for morning hours, regular and weekend hours, the Town did not place restrictions on them. They were to follow the state guidelines for 40% occupancy. Selectman Arcudi stated that is not inclined to forgive the rent for the month of February if there are no restrictions from the Town of Hopedale, only the state.

Chair Keyes and Selectmen Arcudi agreed that their needs to be a conversation between Richard Yancey and the Town Administrator to create a plan to get back to full rent.

No vote was taken.

Appointments and Resignations

Chief Daige spoke to the promotions of the Justin Carnaroli, Kristin Krauss, Adam Kaminski-Miller and Brandon Deluca to Call Firefighter. Chief Daige stated that the effective date is March 1, 2021. He stated that they are excellent employees, graduated academy and are ready for the call firefighter position. Chair Keyes thanked them.

Promotion of Call Firefighter Candidate Justin Carnaroli to Call Firefighter, effective February 23, 2021 (Letter Attached)

Selectman Arcudi made a motion to promote call firefighter candidate Justin Carnaroli to call firefighter effective March 1, 2021. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Promotion of Call Firefighter Candidate Kristin Krauss to Call Firefighter, effective February 23, 2021 (Letter Attached)

Selectman Arcudi made a motion to promote call firefighter candidate Kristen Krauss to call firefighter effective March 1, 2021. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Promotion of Call Firefighter Candidate Adam Kaminski-Miller to Call Firefighter, effective February 23, 2021 (Letter Attached)

Selectman Arcudi made a motion to promote call firefighter candidate Adam Kaminski-Miller to call firefighter, effective March 1, 2021. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Appointment of Brandon Deluca as a Call Firefighter, effective March 1, 2021

Chief Daige stated that Brandon Deluca has ample experience with Fire Departments. He is very happy to have Brandon join the Fire Department. Chair Keyes thanked Brandon for protecting and serving the Town of Hopedale. Selectman Arcudi echoed their sentiments.

Selectman Arcudi made a motion to appoint Brandon Deluca as a call firefighter effective March 1, 2021. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Appointment of Ken Wilson to the Finance Committee, effective March 8, 2021

Chair Keyes thanked Ken for volunteering with the Town of Hopedale and serving the Town. Ken Wilson spoke to his experience and looks forward to contributing to the finance committee.

Selectman Arcudi made a motion to appoint Ken Wilson to the Finance Committee, effect March 9, 2021. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

New Business*

[Expression of Interest for One Stop for Growth Grant Program](#); Voted by Planning Board 3/3/2021; Review Commitment Letter from Board of Selectmen Chair

Town Administrator Schindler informed the Board of Selectmen that a Commitment Letter was sent in by the Town Administrator instead of the Board of Selectmen. Town Administrator Schindler explained the dynamics of the grant. Some examples of projects that this grant could be applied to is Complete Streets, the Draper Mill Project, Downtown Redevelopment and so on. Town Administrator Schindler is hoping to have an update regarding the expression of interest by weeks end.

Update regarding Town Counsel Appearance in Worcester Superior Court re: Elizabeth Reilly, et.al. vs. Town of Hopedale & GURR

Town Administrator shared a few updates regarding this topic. The Town has received the preliminary motion and it has been filed in Worcester Court. The appearance has been postponed until Wednesday. Town Counsel will be at the appearance on the Town's behalf. The Hopedale Foundation was referenced in the motion, regarding rescinding their support/payments in a letter. Town Administrator confirmed that the Town received the letter on February 24, 2021. The letter does not state that they have officially rescinded the vote as of yet. Town Administrator Schindler stated that she will contact and communicate with the Hopedale Foundation. Selectman Arcudi stated that the Hopedale Foundation's donation was not specified that it had conditions (I.E., gift must be applied to purchase of entirety of the land at 364 West St.) and if these conditions were known from the beginning, Selectman Arcudi would not have accepted the gift originally. Town Administrator stated that the Town currently has a deficit of \$15,800 in the legal account.

Fire/EMS Proposals to be Addressed (Fire Chief present): Ambulance Billing Rates, Inter-facility Ambulance Transfers; Application for SAFER grant (vote)

Present, Chair Keyes, Selectman Arcudi, Town Administrator Diana Schindler, Fire Chief Daige, EMS & SAFE Coordinator Brian Kelly, Jen Vander Baan from Coast Medical Billing and Donna Auger EMS liaison from Milford Regional Medical Center

Chief Daige stated that the Fire Department did a survey throughout the Commonwealth of Massachusetts in a prior year to explore if the Hopedale Fire Department is bringing in enough funds/billing for the ambulance services/emergency services. Chief Daige shared the average rates across Massachusetts, the Town of Hopedale is roughly 32% below average compared to other Towns in Massachusetts. Chief Daige shared the projected rates that they would like to update in Hopedale. The 660 Transport is derived from Coastal Medical; it is typically an average in what the Hopedale Fire Department works in calls per year. Chief Daige stated that this number is trending upward over the past years, even during the COVID pandemic. Chief Daige stated that if the Board of Selectmen votes to change the rates, the new rate would become effective April 1, 2021.

Selectman Arcudi made a motion to accept the 2021 Ambulance Fee Schedule. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Chief Daige discussed the understaffing in the Hopedale Fire Department. He stated that the calls coming into the Fire Department are more than the staffing allows. Chief Daige's suggestion is to increase revenue in the ambulance account and staff the Fire Department with 2 additional firefighters per shift. If this recommendation is approved by the Board of Selectmen, this will allow the Fire Department to transport patients from the hospital to nursing homes, rehab facilities or psychiatric facilities or their homes, etc. Currently, Milford Regional Medical Center is averaging 12 patient transports per day. The average wait time is 3 hours for an ambulance to transport the patient to the facility, which is causing crowding in the emergency room. Chief Daige feels that if this recommendation gets approved it would benefit the community, this would also be a zero cost to the taxpayer. The SAFE grant is through Homeland Security, which pays for the salaries and benefits for the firefighters that are hired for 3 years. The Town will pay for the equipment for these new hires, which is a one-time cost and any overtime (training that is required, callbacks, vacations, sick, etc.) Chief Daige proposed to hire 8 firefighters. The estimated generated revenue is \$1.1 million, with a \$700,000 net revenue in profit. Selectman Arcudi expressed concern regarding the taxpayers after year 3 and on, he asked how there will be a guarantee that this will not affect the taxpayers. Donna Auger stated that the volume has increased, there is a shortage of EMT's and ambulances available. Typically, patients will wait an hour or more. The numbers have steadily gone up, even with slow days. Selectman Arcudi stated that he supports this if it brings in revenue to the Town or whether it is cash neutral, he expressed concern that after the three years is there a possibility of having to let the new firefighters go. Chief Daige stated that yes, this is a possibility, however, there is a large need for additional staff. Chair Keyes and Selectman Arcudi stated that after the Fire Department applies for the SAFE Grant on Friday, and if the Fire Department is awarded the SAFE Grant, they need to discuss with the Finance Committee prior to accepting the SAFE Grant. Chief Daige stated he also recommends bringing on 4 new staff members if Hopedale does not get the SAFE Grant, with the same stipulations. Selectman Arcudi and Chair Keyes stated if the SAFE Grant is not awarded, to bring on 4 new members, the Fire Department would still need to bring it to the Finance Committee.

Selectman Arcudi made a motion to approve the application of the SAFE grant for 8 firefighters, with a favorable recommendation from the Finance Committee. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Old Business

COVID Updates

Town Administrator Diana Schindler stated that the Schools are maintaining a COVID dashboard on their webpage. The School Commissioner stated that all student K-6 will return to in person learning by April 2021 while maintaining remote classes.

Annual Town Meeting 2021 Warrant Schedule (vote)

Town Administrator Schindler suggested holding Town Meeting on May 18, 2021 starting at 5:30PM. Chair Keyes asked Schindler to add a rain date.

Selectman Arcudi made a motion to accept the Annual Town Meeting 2021 Warrant Schedule as presented by the Town Administrator. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Revisit formation of Open Space & Recreation Planning (OSRP) Committee per recommendation of CMRPC; To reform Open Space and Recreation Planning (OSRP) Committee, to be made up of seven (7) members; two (2) members from the Master Plan Steering Committee (MPSC), one (1) member from the Parks Commission, one (1) member from the Conservation Commission, and three (3) qualified members from the public. Terms are for duration of planning project.

Selectman Arcudi made a motion to accept the formation of Open Space & Recreation Planning Committee. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Administrator Updates (In Packet)

MVP Workshops Scheduled

Freedom Street Dam Update on Road Commissioner Meeting on 3/10

Finance Committee Meeting re FY22 Budget; Board of Health, Parks Commission on 3/10

Public Safety on 3/17

Selectman Arcudi made a motion to move to executive session. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 8:48pm

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. Fire Chief present.

Submitted by:

Lindsay Mercier
Lindsay Mercier, Executive Assistant

Adopted: _____

Board of Selectmen
Regular Meeting Minutes
March 15, 2021, 7:00 PM

Chair Keyes called the meeting to order at 7:00PM

Present: Chair Keyes, Selectman Arcudi, Town Administrator Schindler, Public

Chair Keyes began the meeting with the Pledge of Allegiance.

Town Administrator Schindler stated that regarding the motion for injunction against the Town paying for the GURR property acquisition was not successful. The Town continues to have a path toward that closing which is scheduled within about a month. There will be a full update at the next scheduled Board of Selectmen Meeting.

Selectman Arcudi made a motion to move into executive session per the outlines read by the Chair. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Chair Keyes dissolved the regular session at 7:06PM

The meeting is exclusively for the purpose of Executive Session as outlined below. The Board **will not** be returning to open session.

Executive Session:

- A. To move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (2) To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel; **Purpose: Police Chief & Police Lieutenant Contracts;** and
 - B. 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, which he does. **Purpose: Collective Bargaining; All units.**
- Roll Call Vote

Submitted by:

Lindsay Mercier
Lindsay Mercier, Executive Assistant

Adopted: _____

April 6, 2021

To Lou Arcudi & Diana Schindler,

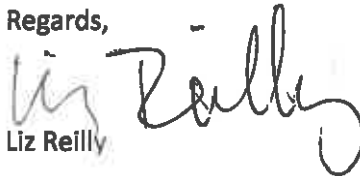
Please accept this donation on behalf of the Reilly Family in continued support (along with the private donor's previous donations) to cover fees associated with the legal fight for the town's Chapter 61 right to the West Street property. This donation is for the town's legal fees associated with the citizen's lawsuit and is being directed towards the three departments you identified in one of your meetings as being directly shorted by the costs associated with this suit. We trust that you will distribute them accordingly.

\$10,000 for the Hopedale Public Schools

\$10,000 for the Hopedale Fire Department

\$10,000 for the Hopedale Police Department

Regards,


Liz Reilly

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

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

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

Board, Commission or Committee applying for:

Open Space + Recreation

Please return completed forms to:

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

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

Please Note:

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

Name: Suzanne MacNeil

Are you a registered voter? Yes No

Address: [REDACTED]

How long have you lived in Hopedale? 25 yrs +

Home Phone: _____ Cell Phone: [REDACTED]

E-Mail: [REDACTED]

How would you like to be contacted? email preferred

Occupation: project manager

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

business: N/A

Education and Experience: Associate's Degree in Business Administration,

project manager of solar installation company, former marketing + operations manager

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

requesting appointment? multiple Master Planning meetings on town hall streams

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

Yes No If yes what type of business? _____

Special interests and skills: current project manager at a solar installation company

Activities, e.g. Government/Civic & Community/Charitable & Educational: founding member of Hopedale for Change (social justice group), involved in fundraising for The Trevor Project (LGBTQ+ youth project)

Reasons for wanting to serve: desire to serve my community to make

Hopedale a destination for future residents and bring revenue into town; desire for Hopedale to have an action plan for open space preservation and develop recreation facilities

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

Applicant's Signature Suzanne MacNeil Date 4/23/2021

**TOWN OF HOPEDALE, MASSACHUSETTS
SPECIAL TOWN ELECTION WARRANT**

SS. Worcester

To any of the Constables of the Town of Hopedale,

Greetings;

In the name of the Town of Hopedale, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in the Special Election to vote at:

**George A. Draper Gymnasium
13 Dutcher Street, Hopedale Massachusetts**

on Tuesday, the Twenty-ninth day of June, 2021 from 12:00 PM to 7:00 PM for the following purpose:

To cast their votes in the Special Town Election for the Proposition 2 ½ Debt Exclusion Question:

Shall the Town of Hopedale be allowed to exempt from the provisions of Proposition two and one-half, so called, the amounts required to pay for the bond(s) issued in order to design, engineer, construct, equip or purchase the following, including all costs incidental and related thereto: (1) Memorial School Roof; (2) Bancroft Memorial Library Building Repairs; (3) Replace and Repair Sidewalks on Freedom Street Bridge; (4) Various Town Roads; (5) Vehicle Engines/Pumper for the Fire Department; (6) Front End Loader, Backhoe, Pickup Truck and Dump Truck for the Highway Department; and (7) Stormwater Project and Establishment of the town's Water Pollution Abatement Trust.

Yes _____ No _____

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of **May** _____ **2021**.

_____ Brian R. Keyes, Chair

_____ Louis J. Arcudi III, Member

_____ Glenda Hazard, Member

This notice shall be posted as required by Town bylaws in four places in the Town of Hopedale:

Town Hall, Police Station Lobby, Post Office Lobby and the Draper Gym.

Return of Service: _____ May _____, 2021
Constable

A true copy, attest: _____
Lisa M. Pedroli, Town Clerk

AMENDMENT
TO
INTER-MUNICIPAL AGREEMENT
FOR
REGIONAL DISPATCH SERVICES BETWEEN
THE TOWNS OF HOPEDALE AND UPTON

This Amendment is made and entered into this ___ day of May 2021, by and between the Town of Hopedale ("Hopedale"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 78 Hopedale Street, Hopedale, MA 01747, acting by and through its Board of Selectmen, and the Town of Upton ("Upton"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 1 Main St Box 1, Upton, MA 01568, acting by and through its Board of Selectmen.

WITNESSETH

WHEREAS, on July 20th, 2015, Hopedale and Upton entered into an Intermunicipal Agreement for Regional Dispatch Services (the "Agreement"); and

WHEREAS, the Agreement had a term of thirty-six (36) months, with three renewal options of three (3) years each, the renewal option to be exercised by Hopedale, upon written notice given no later than six (6) months prior to the end of the then current term, but subject to certain conditions; and

WHEREAS, the parties wish to renew the Agreement pursuant to the terms thereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

1. Renewal.

The Agreement is hereby amended for an additional period of three years commencing on July 1, 2021.

2. Compensation.

Compensation shall be kept at the same rate as agreed upon for fiscal year 2021 during the life of this contract amendment.

3. The parties agree that all other provisions of the Agreement shall remain the same and shall continue in full force and effect.

4. This Amendment, together with the other components of the Agreement documents, constitutes the entire agreement between the parties, with no other agreements other than those incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

TOWN OF HOPEDALE
BOARD OF SELECT

TOWN OF UPTON
BOARD OF SELECTMEN

COMMUNITY ONE STOP FOR GROWTH – APPLICATION TEMPLATE

This template is provided as a guide for reference purposes only. All proposals and applications must be submitted electronically through the program's online application portal.

EXPRESSION OF INTEREST (Optional)

The purpose of this Expression of Interest is to give interested applicants an opportunity to articulate their overall goals, objectives, and preparedness as they relate to growth through community economic development. When completing the form, consider all of the funding requests that may be made in the full application. Forms submitted by the posted deadline will be reviewed by the state's economic development partner agencies, who can provide feedback and guidance for the best path forward for each project.

SECTION 1. Prospective Applicant Information

1.1 Primary Location: (Select municipality from drop-down)

Regional Planning Agency	(auto-filled)			EOHED Region	(auto-filled)
MassDOT Highway Division	(auto-filled)	MVP Community	(auto-filled)	Gateway City	(auto-filled)
Housing Choice Community	(auto-filled)	Green Community	(auto-filled)	Rural or Small Town	(auto-filled)

1.2 Organization Type: (Select from drop-down)

Public Entity:

- Municipality
 Public Housing Authority
 Redevelopment Authority or Similar Quasi-Governmental Agency
 Other Public Entity. Specify: _____

Non-Public Entity:

- Community Development Corporation
 Non-Profit Community Organization
 For-Profit Corporation
 Other Non-Public Entity. Specify: _____

1.3 Applicant Organization Name: _____

1.4 Applicant Organization Legal Address: _____

1.5 City/Town: _____ 1.6 State: MA 1.7 Zip Code: _____

1.8 CEO Name: _____ 1.9 CEO Title: _____

1.10 CEO Tel.: _____ 1.11 CEO Email: _____

1.12 Project Contact Name/Title (if different): _____

1.13 Contact Tel: _____ 1.14 Contact Email: _____

1.15 If applicable, list the name and contact for any additional partner organizations: _____
(1,000 characters)

COMMUNITY ONE STOP FOR GROWTH – EXPRESSION OF INTEREST

SECTION 2: Applicant / Community Background – In this section, the prospective applicant can outline the overall goals and economic development outlook for the organization and community. This information will provide insight to the review team about the applicant’s priorities and achievement, as well as challenges and issues that applicant is trying to address.

2.1 Describe applicant’s primary economic development goals, assets, and opportunities.

Located in southeastern Worcester County, Hopedale is a residential community of 5,966 people. The town’s rich history includes the Draper Corporation and its namesake, Draper Mill. At its height of operations, the Corporation employed over 4,000 workers. Draper served as more than an employment center. The vast complex was a self-contained company town complete with worker housing, much of which exists today as affordable housing. The site represents Hopedale’s most significant economic opportunity and challenge.

Draper Mill is the town’s largest developable site, and benefits from river frontage and access to freight rail. It is undergoing phased demolition, slated for completion in 2021. At full build, the ~80 acre site could potentially yield up to 2 million square feet of development, all within walking distance of the village center. Accordingly, the Town’s primary economic development goal is phased redevelopment of the Draper Mill complex. The project will provide a fulcrum for downtown development, driving activity in the historic village center. The project requires conceptual plans, including strategies to facilitate connectivity between the site, the surrounding neighborhoods, and the village center; a traffic, parking and circulation study; review of potential sewer upgrades; and an assessment of how planned expansion of Grafton and Upton Railroad’s Hopedale railyard will impact the village center. (2000 characters limit)

2.2 Describe the main challenges and/or obstacles to progress.

Due to the existing conditions of the Draper complex, the adaptive reuse of the existing buildings is not viable. As a result of these conditions, the Town and property owner are pursuing phased demolition of all buildings (currently underway). A need for pre-demolition asbestos abatement was identified and is being addressed; whether the soil requires environmental remediation is unknown. Obstacles beyond site-readiness remain. The town lacks a conceptual plan for the broader area, including how to connect the mill site, village center, trail system, and nearby mill housing. Similarly, future buildout of the mill site will significantly impact traffic and parking. Already challenged by traffic circulation, the town lacks a strategy for accommodating additional daily vehicle trips in the area. Further, proposed new development may require the need for sewer upgrades. Finally, the Grafton and Upton Railroad (GU), which serves Hopedale and the I-495 transportation corridor, is looking to expand its Hopedale railyard. In 2020, the company applied for an Industrial Rail Access Program (IRAP) grant to fund the project. The impacts of GU’s Hopedale Transloading Expansion Project on traffic and other variables are unknown. (2000 characters limit)

2.3 Describe any major community and economic development project(s) that the applicant has undertaken in the past 5 years.

Hopedale undertook numerous community and economic development projects in the past 5 years. Phased development of a community Master Plan is underway, with Phases I and II funded through EEA Planning Grants and a final phase in need of funding. The Town received a Municipal

COMMUNITY ONE STOP FOR GROWTH – EXPRESSION OF INTEREST

Vulnerability Preparedness (MVP) planning grant in 2020; community planning workshops to identify municipal vulnerabilities are underway in 2021. Several Community Compact Best Practices are complete (see 2.4). In 2021, the Town is seeking funding to update its Open Space and Recreation Plan. In 2020, the Town adopted the Community Preservation Act, enacting a surcharge to fund open space protection, historic preservation, affordable housing, and outdoor recreation. Hopedale is also addressing its roadway and building infrastructure. A Complete Streets Tier 2 Prioritization Plan is underway. Green Communities designation is anticipated by March 2021. In terms of Draper Mill, the site consists of three sections. Asbestos abatement and demolition of Section 1, which is located closest to Town Hall in the village center, is complete. All three sections will be abated and demolished by ~June 2021. A Market Study exploring development options for the Draper Mill complex and a site-specific Master Plan are underway. (2000 characters limit)

2.4 If the community has completed any community economic development (including housing) best practices through the [Community Compact Best Practices Program](#), specify which ones and describe the outcome(s) of that process. (If none, enter “N/A”.)

Hopedale has completed several Community Compact Best Practices: E-permitting (FY2021); capital improvement planning (FY2016); and long-term financial planning (FY2016). (2000 characters limit)

2.5 Indicate which, if any, of the following tools/strategies have been adopted by the community to promote economic development and growth. (Check all that apply or None. If unsure, check “Do not know”.)

X	Economic Development Tools / Strategies
	Approved Master Plan
	Approved Urban Renewal Plan
	43D Expedited Permitting District
X	Priority Development Site(s) Designation
	Approved Tax Increment Financing District
	Business Improvement District, Main Streets, or similar District
	Federal Economic Development District
	Designated Opportunity Zone(s)
X	Community Compact Best Practices and/or Regionalization Project
	Complete Streets Prioritization Plan
	Commercial zoning by-right
	Other. Specify:
	None
	Do Not Know

2.6 Indicate which, if any, of the following tools/strategies have been adopted by the community to promote housing development. (Check all that apply or None. If unsure, check “Do not know”.)

X	Housing Development Tools / Strategies
	Inclusionary Zoning with density bonus
	40R Smart Growth or Starter Home District zoning
X	Zoning that allows mixed-use development near transit and activities

COMMUNITY ONE STOP FOR GROWTH – EXPRESSION OF INTEREST

	Zoning that allows multifamily development near transit and activities
	Zoning that allows duplexes in most residential districts
	Zoning that allows Accessory Dwelling Units in most residential districts
	Zoning that requires no more than 1 parking space per unit for multifamily units
	Majority of land use board members receive training on a regular basis
	Approved Housing Production Plan
	CERTIFIED Housing Production Plan
	Subsidized Housing Inventory (SHI) above 10%
	Subsidized Housing Inventory (SHI) increased by 2.5% in last 5 years
X	Designated local funds (e.g. Affordable Housing Trust or CPA Funds)
	Donated municipal land for housing
	Local property tax relief programs for income eligible seniors (MGL c 59 S. 5)
	Plan to address homelessness of a high need group
	Urban Center Housing Tax Increment Financing, Housing Development Incentive
	Federal Choice Neighborhood
	HUD Fair Housing Assessment
	Other. Specify:
	None
	Do Not Know

SECTION 3 (P): Priority Projects / Initiatives - Describe up to five top priority projects or initiatives that the applicant intends to submit in a One-Stop application for grant consideration. Describe the projects, areas, and/or sites and indicate the types of funding sought, even if unsure about the specific sources. This section is meant to provide state reviewers with insight into the prospective projects.

Project / Initiative One

3-P1.1 Name of Project/Initiative: Conceptual Plan for Draper Mill Area

3-P1.2 Brief Description of Project/Initiative. Indicate if project is phased and progress made to date:

The project consists of conceptual plans for the Draper Mill area, including strategies to facilitate connectivity between the site, adjacent trails, village center, and nearby mill housing. Progress made to date includes site preparation, a market study (underway), and strategic planning. In 2020, the property owner, with the assistance of the Worcester Business Development Corporation (WBDC), began abatement and demolition of the facility while also developing a Master Plan for the site. The purpose of the Master Plan is to determine the best redevelopment option for the sprawling core downtown site. A Conceptual Plan for the broader area will help incorporate the redevelopment into the Town fabric to ensure that it is complementary of the Town’s history and vision. The site will be cleared by ~June 2021. The conceptual plan is a single-phase project. (1000 character limit)

3-P1.3 How does this project/initiative align with the economic development goals outlined above?

COMMUNITY ONE STOP FOR GROWTH – EXPRESSION OF INTEREST

As a cornerstone of the Community, the Draper Factory complex was built in the mid-19th century. Employing as many as 4,000 workers, the Draper Factory created new neighborhoods and community connections for those working within the complex. The ~80 acre site was home to various manufacturing operations until the 1980's when the facility was closed, leaving the almost 2 million sf underutilized.

The Town completed a Community Development Strategy in 2017, highlighting goals such as increasing housing opportunities and managing commercial and industrial growth. Today, Hopedale is updating its Master Plan with initial focuses on business growth, developing underutilized land, and focusing on the unique aspects that make Hopedale a welcoming community. As the Draper Master Plan and the Town Master Plan move towards completion, the redevelopment of the Draper complex provides ample opportunity to address all aspects of these goals in a thoughtful and comprehensive manner. (1000 character limit)

3-P1.4 Describe how ready the applicant is to begin the implementation of this project. Indicate what activities need to be undertaken in the coming year to advance the project.

In advance implementation, the Town will solicit bids for consultant services related to development of the conceptual plans. (1000 character limit)

3-P1.5 Based on the descriptions outlined in the RFP, which type(s) of funding would you like to explore for this project/initiative: (*Check all that apply*)

- | | |
|---|---|
| <input type="checkbox"/> Capacity Building | <input type="checkbox"/> Building (vertical construction) |
| <input checked="" type="checkbox"/> Planning and Zoning | <input type="checkbox"/> Infrastructure (horizontal construction) |
| <input checked="" type="checkbox"/> Site Preparation | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Predevelopment and Permitting | <input type="checkbox"/> Not sure |

3-P1.6 Would you like to add a second project?

- Yes No

Project / Initiative Two

3-P2.1 Name of Project/Initiative: Traffic, Parking, and Circulation Study: Draper Mill and Village Center Area

3-P2.2 Brief Description of Project/Initiative. Indicate if project is phased and progress made to date:

The Town of Hopedale struggles with parking and traffic in its village center and adjacent areas. Quick fixes such as conversion of feeder streets into temporary parking are providing short-term solutions. Successful redevelopment of the Draper Mill complex (planned at 2 million sf across 80 acres) will further constrain parking and roadway infrastructure. A traffic analysis related to potential buildout of the Draper Mill is underway. However, a study focusing on traffic and parking in the broader area, with emphasis on establishing an effective street grid and reducing traffic on streets connecting to the village center, is needed. The proposed study is a single-phase project. (1000 character limit)

COMMUNITY ONE STOP FOR GROWTH – EXPRESSION OF INTEREST

3-P2.3 How does this project/initiative align with the economic development goals outlined above?

Hopedale’s village center is the heart of the community. It contains a concentration of cultural, social, educational, and historic anchors that draw people to the area. Draper Mill is downtown adjacent. Its redevelopment will facilitate connectivity to and encourage additional downtown activity, including vehicle usage. A comprehensive traffic, parking, and circulation study is essential to preserving the village center character, given existing parking and congestion issues and development planned at the Draper Mill complex. (1000 character limit)

3-P2.4 Describe how ready the applicant is to begin the implementation of this project. Indicate what activities need to be undertaken in the coming year to advance the project.

In advance implementation, the Town will solicit bids for consultant services related to development of the traffic and parking study. (1000 character limit)

3-P2.5 Based on the descriptions outlined in the RFP, which type(s) of funding would you like to explore for this project/initiative: (Check all that apply)

- Capacity Building
- Planning and Zoning
- Site Preparation
- Predevelopment and Permitting
- Building (vertical construction)
- Infrastructure (horizontal construction)
- Other: _____
- Not sure

3-P2.6 Would you like to add a third project?

- Yes
- No

Project / Initiative Three

3-P3.1 Name of Project/Initiative: Due Diligence and Engineering for Wastewater Upgrades

3-P3.2 Brief Description of Project/Initiative. Indicate if project is phased and progress made to date:

The Town seeks funding for wastewater predevelopment activities related to the Draper Mill project. Draper Corp. owned Hopedale’s sewer and wastewater treatment system until the 1970s, when it donated the system to the Town. Today, sewer lines still bisect the Draper property. These lines carry wastewater unrelated to Draper from large parts of Hopedale, traversing the Draper property and buildings (which are under or slated for demolition), including through a series of spillways, making it difficult to service. In addition to the difficult location, the lines are some of the oldest in town and are in poor condition. To ensure proper and uninterrupted public sewer services and support redevelopment of the Draper Mill, these lines should be relocated within a public right-of-way and upgraded to accommodate the needs of the property and the surrounding area. The Town seeks funding for due diligence and engineering documents. The activities are a single-phase project.

3-P3.3 How does this project/initiative align with the economic development goals outlined above? New development should not be situated on antiquated and inadequate infrastructure. Draper Mill is

COMMUNITY ONE STOP FOR GROWTH – EXPRESSION OF INTEREST

among Hopedale’s most significant economic assets, and its redevelopment is a primary economic development goal. Demolition and clearing of the Draper Mill lots (currently underway) present a prime opportunity for necessary reconfiguration and upgrades of sewer infrastructure.

Describe how ready the applicant is to begin the implementation of this project. Indicate what activities need to be undertaken in the coming year to advance the project.

In advance implementation, the Town will solicit bids for consultant services related to due diligence and development of engineering documents.

3-P3.4 Based on the descriptions outlined in the RFP, which type(s) of funding would you like to explore for this project/initiative: (*Check all that apply*)

- | | |
|---|---|
| <input type="checkbox"/> Capacity Building | <input type="checkbox"/> Building (vertical construction) |
| <input type="checkbox"/> Planning and Zoning | <input type="checkbox"/> Infrastructure (horizontal construction) |
| <input checked="" type="checkbox"/> Site Preparation | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Predevelopment and Permitting | <input type="checkbox"/> Not sure |

3-P3.5 Would you like to add a fourth project?

- Yes No

Project / Initiative Four

3-P4.1 Name of Project/Initiative: Impact Assessment of Grafton and Upton Railroad’s Hopedale Transloading Expansion Project

3-P4.2 Brief Description of Project/Initiative. Indicate if project is phased and progress made to date:

The Grafton and Upton Railroad (GU) is planning to expand its Hopedale railyard, which is in the heart of the village center. The Hopedale Transloading Expansion Project is designed to provide GU’s customers with immediate access to their freight by creating multiple loading areas as well as storage tracks. An application for Industrial Rail Access Program (IRAP) funding was submitted in 2020. The impact of expansion on village center traffic, noise, aesthetics, and other variables is unknown. Whether, and how, the expansion project will impact the Draper Mill development must also be identified. The Town is requesting an impact assessment so that it can plan accordingly and mitigate potential development conflicts. The proposed assessment is a single-phase project.

3-P4.3 How does this project/initiative align with the economic development goals outlined above?

Hopedale’s Village Center is a hub for social, civic, educational, and recreational activity. It is a cherished historic neighborhood that defines Hopedale’s sense of place. The railyard’s presence in village center is a mixed blessing. In its current form, it is an economic asset. It enables industrial and commercial activity, and residents were historically tolerant of (if not delighted with) the impacts of existing operations. Today, the Town and GU are in mediation over a property ownership dispute and the company’s effort to expand operations. Legal precedent and a recent IRAP application suggest that expansion will proceed. The proposed impact assessment will enable the

COMMUNITY ONE STOP FOR GROWTH – EXPRESSION OF INTEREST

town to anticipate, plan for, and mitigate potential negative impacts on village center and the Draper Mill project.

3-P4.4 Describe how ready the applicant is to begin the implementation of this project. Indicate what activities need to be undertaken in the coming year to advance the project.

In advance implementation, the Town will solicit bids for consultant services related to developing an Impact Assessment.

3-P4.5 Based on the descriptions outlined in the RFP, which type(s) of funding would you like to explore for this project/initiative: (Check all that apply)

- Capacity Building
- Planning and Zoning
- Site Preparation
- Predevelopment and Permitting
- Building (vertical construction)
- Infrastructure (horizontal construction)
- Other: Small Town
- Not sure

3-P4.6 Would you like to add a fifth project?

- Yes
- No

Project / Initiative Five

3-P5.1 Name of Project/Initiative:

3-P5.2 Brief Description of Project/Initiative. Indicate if project is phased and progress made to date: _____
(1,000 characters)

3-P5.3 How does this project/initiative align with the economic development goals outlined above? _____
(1,000 characters)

3-P5.4 Describe how ready the applicant is to begin the implementation of this project. Indicate what activities need to be undertaken in the coming year to advance the project. _____
(1,000 characters)

3-P5.5 Based on the descriptions outlined in the RFP, which type(s) of funding would you like to explore for this project/initiative: (Check all that apply)

- Capacity Building
- Planning and Zoning
- Site Preparation
- Predevelopment and Permitting
- Building (vertical construction)
- Infrastructure (horizontal construction)
- Other: _____
- Not sure

SECTION 4: Additional Information / Questions

COMMUNITY ONE STOP FOR GROWTH – EXPRESSION OF INTEREST

4.1 If needed, provide additional information you may want to share with the reviewers about any of the projects / initiatives outlined above: _____

(2,000 characters)

#



Expression of Interest Feedback Report

Applicant Organization: **Hopedale**

Document ID: **EXP-FY22-Hopedale-Hopedale*-00139**

Submission Date: **03/26/2021**

Thank you for submitting an Expression of Interest (EOI) to the Community One Stop for Growth. We are excited to partner with you in the pursuit of opportunities to achieve economic growth for your organization and/or community.

Your submission has been reviewed by the One Stop Team, which includes representatives from EOHEd, DHCD, MassDevelopment, and other state partner agencies as deemed necessary. This report summarizes the team’s collective review of your EOI, and provides feedback and comments intended to assist you in the decision, and preparation, to submit your Full Application(s) for consideration in the current funding round.

ECONOMIC GROWTH GOALS: In Section 2 of the EOI, the applicant was asked to outline its overall economic growth goals and efforts to date. The following comments are related to this section.

- The goals outlined for economic growth are strong and well-articulated. These will be important to highlight in the Full Application(s). Please note that these responses will be auto-filled into the Full Application(s), and there will be an opportunity to update and further elaborate on them.
- The information provided in this section includes goals and ideas that may evolve into interesting projects that the applicant may want to submit for consideration in the future. The team looks forward to seeing such applications when you are ready to pursue these opportunities.
- In terms of the economic development and housing tools, the team wants to commend the town on the use of several important strategies. For the site related project goals, the town may want to consider pursuing 43D Expedited Permitting designation(s) to support and encourage development. This option may be selected when submitting any site-specific project in the Full Application.

PRIORITY PROJECTS: The following feedback is on the specific projects submitted in Section 3 of the EOI, which provided the applicant an opportunity to outline up to five (5) priority project and/or initiative ideas.

- **Project 1: Conceptual Plan for Draper Mill Area**
 - Based on the description, the team confirms that this project is eligible and would fit in the Planning and Zoning, Community Capacity Building, and/or Site Preparation categories.

- For Community Capacity Building: Carefully review the guidelines for the [Massachusetts Downtown Initiative](#) for details about how this type of application will be evaluated.
- For Planning and Zoning: Carefully review the guidelines for the [Community Planning Grants](#) for information on how this type of project would be evaluated.
- For Site Preparation: Carefully review the guidelines for the [Brownfields Program](#) and the [Site Readiness Program](#) for information on how this type of project would be evaluated.
- **Project 2: Traffic, Parking, and Circulation Study: Draper Mill and Village Center Area**
 - Based on the description, the team confirms that this project is eligible and would fit in the Community Capacity Building and/or Planning and Zoning categories. It does not, however, fit in the other category selected.
 - For the parking study, the applicant should carefully review the guidelines for the [Massachusetts Downtown Initiative](#) for details about how this type of application will be evaluated.
 - Otherwise for the broader planning of the village center, carefully review the guidelines for the [Community Planning Grants](#) for information on how this type of project would be evaluated.
 - In this case, the focus should be on the implementation and scope of this project. Specifically, outlining the intended goals over the next fiscal year. The application should be for a discrete project, and the maximum award in this category is \$75,000. Include any matching funds that can be contributed to this process.
- **Project 3: Due Diligence and Engineering for Wastewater Upgrades**
 - Based on the description, the team confirms that this project is eligible and would fit in the Predevelopment and Permitting category, but not the other category selected.
 - Carefully review the guidelines for the [MassWorks Infrastructure Program](#) for details about how this type of application would be evaluated.
 - Please note that grant funding in this category is meant to support an applicant’s efforts to bring new private development that will result in direct economic impact/benefits to the community.
 - Given that Hopedale is designated as a Small Town, it is also eligible to submit this project in the “Special Project” category in the Full Application. Carefully review the guidelines for the [Rural and Small Town Development Fund](#) for details about how this type of project would be evaluated. Also see the “Overall Note on Projects” section below, for additional information.
- **Project 4: Impact Assessment of Grafton and Upton Railroad’s Hopedale Transloading Expansion Project**
 - Unfortunately, this project is not eligible in the Planning and Zoning category of the One Stop. However, as noted above, the town would be able to submit this as a Special Project. See the “Overall Note on Projects” section below, for additional information.
 - The team would also recommend that the town ask the developer to fund a peer review on the impact of its expansion plans.

- **Overall Note on Projects:**

- This Expression of Interest has multiple projects eligible in the Planning and Zoning category, which would require the submission of a separate Full Application for each. The team recommends that the applicant prioritize the projects and only submit one of them in this round, to avoid having its projects compete against each other. Based on the program guidelines for the planning grants, each community will only be eligible to receive one grant award per round.
- The municipality qualifies for the Special Project in a Small Town or Rural Community category in the Full Application. As such, the town is eligible to submit a project(s), which may not clearly fit in the continuum, for special consideration. Please see the Notice of Funding Availability for details. Nevertheless, small/rural towns are encouraged to submit their projects in any of the appropriate categories, where they will also receive priority consideration.

In conclusion, the guidance provided above is intended to help a prospective applicant decide if they will submit a Full Application(s) to the One Stop and to provide guidance for how to strengthen such submission(s). This advice is not meant as a promise or guarantee that an application will be successful. Eligible applicants are expected to review and adhere to the posted guidelines for the programs in the corresponding categories in which they plan to submit. All applications will be reviewed and/or scored on a competitive basis.

If you need clarification and/or have questions about this feedback, you may request a meeting with a member of the One-Stop team by emailing onestop@mass.gov. Please note in the Subject line: “Expression of Interest Meeting Request”.

The Full Application is currently available. You may start to draft/save it at any time. However, please note that applications can only be submitted between May 3, 2021 and June 4, 2021.

Gould Title Company, Inc.

Real Estate Title Services

90 Front Street, Ste C202

Worcester, MA 01608

Tel: (508) 754-1871

Fax: (508) 754-7079






May 18, 2021

Stephan M. Rodolakis, Esq.
Fletcher Tilton, PC
370 Main Street, 11th Floor
Worcester, MA 01608

Re: Overdale Parkway, Hopedale, MA

Dear Stephan,

Per your request, I have reviewed the portion of the title work conducted by Attorney Robert C. Strand and the letter produced by Attorney Joseph Antonellis as a result of such title work. I have also reviewed the letter of Attorney Margaret Wittenborg with particular focus on the origins and status of "Overdale Parkway". The above referenced work seems to indicate, and I have been able to verify with the records at the Worcester District Registry of Deeds ("the Registry"), that the Town of Hopedale ("the Town") acquired various fifty (50) foot wide tracts of "Overdale Parkway" from the following parties:

1. Hopedale Coal & Ice Co. see Book 2122, Page 288 ("A" on Plan Book 30, Plan 40) 
2. Bret N. Williams see Book 2122, Page 287 ("B" on Plan Book 30, Plan 40) 
3. Henry Billings, 2nd see Book 2981, Page 19 ("C" on Plan Book 30, Plan 40) 
4. Harriet B. Sornborger see Book 2122, Page 288 ("D" on Plan Book 30, Plan 40) 
5. Jessie M. Clark see Book 2122, Page 290 ("E" on Plan Book 30, Plan 40) 

There is no evidence in the aforementioned deeds, that the tracts were to be used for park purposes. Attorney Strand did not find any evidence in his research through 1988 that the Town recorded dedications of any unpaved portion of "Overdale Parkway" to the Parklands. I carried forth his research from 1989 through to May 12, 2021 and I did not find any conveyances or takings of any portions of "Overdale Parkway" to the Parklands.

Furthermore, at the time of acquisition of the aforementioned deeds, the Town also acquired a parcel from Wendell Williams as shown on Plan Book 30, Plan 40. This parcel abuts land that was taken by the Town of Hopedale Park Commissioners in Book 1630, Page 11 but it is clearly separate than that land taken by the Park Commission. The land that seems to be dedicated to the Parklands pursuant to said taking is clearly delineated on Plan Book 5, Plan 18 and does not include any portion of "Overdale Parkway" nor does it abut "Overdale Parkway". If the Parklands later acquired the parcel formerly of Wendell Williams that was conveyed to the Town, then it only abuts the northerly end of the unimproved portion of Overdale Parkway; it does not include it.

Page 2

Based on information provided to me, the Town Clerk has no records indicating that "Overdale Parkway" is a public way. However, there are several house lots that were built on Overdale Parkway so it is evident that at least a portion of Overdale Parkway between Freedom Street and Old Salt Box Road is being used as a town way. Furthermore, there are several plans recorded with said Registry by various surveyors that reflect at least portions of Overdale Parkway as public (see Plan Book 501, Plan 21 by Shea Engineering & Surveying Company, Plan Book 699, Plan 35, Plan Book 800, Plan 108, Plan Book 811, Plan 74 by Guerriere & Halnon, Inc. and Plan Book 778, Plan 65 by Land Planning, Inc.). This information is relevant as it supports the claim that the Town acquired the fifty (50) foot tracts to be used as a town way rather than for park purposes.

It is my opinion, based on the expertise of the other attorneys who conducted research along with my supplemental examination of the official 3records at the Registry, that the fifty (50) foot wide tracts shown on Plan Book 30, Plan 40 are Town owned and not owned by the Parklands. The stretch of "Overdale Parkway" owned by the Town which appears to be unimproved is comprised of a portion of Parcel "D" and Parcel "E" on Plan Book 30, Plan 40 and runs along land of Black Brook Realty Corp. on the westerly side and along land of Ricardo Lima on the easterly side for a distance of approximately 700 feet in length (see a true scale copy of said plan included herewith). The records at the Registry seem to indicate that the Town is the lawful owner of the unimproved portions of "Overdale Parkway" which Black Brook and Lima have offered to improve as a gift to the Town.

Very truly yours,



Nicole S. Trani

Enclosures

that is situated in said HOPEDALE and is part of the premises conveyed to me by this grantee by deed dated November 6, 1915 and recorded with Worcester District Deeds, Book 2091, Page 309, Said fifty (50) foot strip is further bounded and described as follows:- Its westerly boundary line begins at the land of this grantee and at the northerly end of the westerly line of the tract conveyed by this grantee to the Town of Hopedale by deed of even date with this deed; thence, runs N. 23° 45' W., about 210 feet to land of Henry L. Patrick at the old Salt Box Road, so called. Said strip, fifty (50) feet in width, lies on the easterly side of the above described line, its southerly end being bounded by said tract conveyed by this grantee to the Town of Hopedale, and its northerly end by said Patrick land at said Salt Box Road.

I, Lola Williams, wife of said grantor release to said grantee all rights of D O W E R and H O M E S T E A D and other interests therein.

W I T N E S S our hands and seals this first day of December, 1916.
 Bret N. Williams (seal)
 Lola Williams. (seal)

Commonwealth of Massachusetts

Worcester, ss. December 8, 1916. Then personally appeared the above named Bret N. Williams and acknowledged the foregoing instrument to be his free act and deed, before me

Frank J. Dutcher Justice of the Peace
 Rec'd Jan. 6, 1917 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

I, Bret N. Williams, of Hopedale, Worcester County, Massachusetts for consideration paid, grant to Town of Hopedale, a municipal corporation in said County, with Q U I T C L A I M covenants a certain tract of land situated in said HOPEDALE, being a part of the premises conveyed to me by the Hopedale Coal and Ice Company by deed dated November 6, 1915, recorded with Worcester District Deeds, Book 2091, Page 309, said conveyed tract being fifty (50) feet in width, and further bounded and described as follows:- Its westerly boundary line begins at land of the Hopedale Coal and Ice Company, and at the northerly end of the westerly line of the tract conveyed by the Hopedale Coal and Ice Company to the Town of Hopedale, by deed of even date with this deed, and thence runs N. 23° 45' W., about 210 feet to land of Henry L. Patrick, at the old Salt Box Road, so called. Said strip, fifty (50) feet in width, lies on the easterly side of the above-described line, its southerly end being bounded by said tract conveyed by the Hopedale Coal and Ice Company to the Town of Hopedale, and its northerly end by said Patrick land at said Salt Box Road. This conveyance is made subject to a right of way or easement over the granted premises conveyed to said Hopedale Coal and Ice Company by deed of even date herewith; and the grantor hereby reserves for himself, his heirs and assigns, the right to pass and repass over the conveyed tract from his remaining land to and from the old Salt Box Road, so called.

I, Lola Williams, wife of said grantor release to the grantee all rights of D O W E R and H O M E S T E A D and other interests therein.

W I T N E S S our hands and seals this first day of December, 1916.
 Bret N. Williams (seal)
 Lola Williams (seal)

Commonwealth of Massachusetts

Worcester, ss. December 8 1916. Then personally appeared the above named Bret N. Williams and acknowledged the foregoing instrument to be his free act and deed, before me

Frank J Dutcher Justice of the Peace
 Rec'd Jan. 6, 1917 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

The Hopedale Coal and Ice Company, a duly established corporation with its principal place of business at Hopedale, Worcester County, Massachusetts for consideration paid, grants to Bret N. Williams of said Hopedale, with Q U I T C L A I M covenants all its interest and title in and to certain land situated in said HOPEDALE, said interest and title being that easement or right of way reserved to the grantor in its deed to this grantee, dated November 6, 1915 and recorded with Worcester District Deeds, Book 2091, Page 309, the reservation in said deed being in the following words:- "Reserving to the grantor, for the benefit of itself, its successors and assigns, a right of way for passing, with teams or otherwise, from said Salt Box Road across the westerly end of the granted premises, where a cart-way now exists, to the grantor's remaining land." For authorizing vote of Directors, see copy of vote recorded with deed from

Williams
 to
 Town of Hopedale

Hopedale Coal
 & Ice Co.

to
 Williams

this grantor to Town of Hopedale, of even date herewith.

I N W I T N E S S W H E R E O F the said Hopedale Coal & Ice Company has caused these presents to be signed and its corporate seal hereto affixed by William H. Barney, its Treasurer, duly authorized, on this first day of December, 1916.

Hopedale Coal & Ice Co. (seal)
William H. Barney, Treas.

Commonwealth of Massachusetts

Worcester, ss. December 12, 1916. Then personally appeared the above named William H. Barney and acknowledged the foregoing instrument to be the free act and deed of the Hopedale Coal & Ice Company, before me,

Wendell Williams Justice of the Peace

Rec'd Jan. 6, 1917 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

Sornborger

to

Clark

I, Harriet B. Sornborger of Hopedale, Worcester County, Massachusetts being unmarried, for consideration paid, grant to Jessie M. Clark of said Hopedale, with W A R R A N T Y covenants the land situated in said HOPEDALE, being a certain tract of wood or sprout land situated a little north of the old Salt Box Road, so-called, and being that portion of the land described in the deed of Jessie M. Clark to me, dated May 7, 1910, and recorded with Worcester District Deeds, Book 1932, Page 231, that remains after the conveyance of a portion of said tract by me to the Town of Hopedale by deed of even date herewith. The conveyed tract may be further bounded and described as follows:- Bounded westerly by land this day conveyed by me to the Town of Hopedale about three hundred two feet; northerly by land of this grantee about ninety-four feet; easterly by land of this grantee about three hundred two feet; southerly by land of Henry L. Patrick, at a wall, about ninety-four feet.
W I T N E S S my hand and seal this 27th day of October, 1916.

Harriet B. Sornborger (seal)

Commonwealth of Massachusetts

Worcester, ss. October 27 1916. Then personally appeared the above named Harriet B. Sornborger and acknowledged the foregoing instrument to be her free act and deed, before me

Frank J Dutcher Justice of the Peace

Rec'd Jan. 6, 1917 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

Sornborger

to

Town of Hopedale

See Plan Book 30,
Plan 40.

I, Harriet B. Sornborger of Hopedale, Worcester County, Massachusetts being unmarried, for consideration paid, grant to the Town of Hopedale, a municipal corporation, located in said County, with W A R R A N T Y covenants the land in said HOPEDALE, being a certain tract of wood or sprout land situated a little north of the old Salt Box Road, so-called, and being a strip fifty feet in width, extending along the westerly boundary of that tract of land conveyed to me in the deed of Jessie M. Clark, dated May 7, 1910, and recorded with Worcester District Deeds, Book 1932, Page 231. Said tract may be further bounded and described as follows:- Being bounded westerly about three hundred two feet by a wall and land of Jessie M. Clark; northerly fifty feet by land of said Clark; easterly about three hundred two feet by a line fifty feet from and parallel to the wall constituting the first above described boundary (said line separating the conveyed tract from that conveyed by me this day to Jessie M. Clark); southerly about fifty feet by a wall at land of Henry L. Patrick. Said tract appears on a plan to be filed with Worcester District Registry of Deeds, made by G. C. Eastman, C. E., dated October 1916, and marked, "Plan showing certain lots of land purchased by the Town of Hopedale, situated in said Town northerly of Freedom Street."
W I T N E S S my hand and seal this 27th day of October, 1916.

Harriet B. Sornborger (seal)

Commonwealth of Massachusetts

Worcester, ss. October 27 1916. Then personally appeared the above named Harriet B. Sornborger, and acknowledged the foregoing instrument to be her free act and deed, before me

Frank J. Dutcher Justice of the Peace

Rec'd Jan. 6, 1917 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

Hopedale Coal & Ice Co.

to

Town of Hopedale

The Hopedale Coal and Ice Company, a duly established corporation with its principal place of business at Hopedale, Worcester County, Massachusetts for consideration paid, grants to the Town of Hopedale, a

municipal corporation in said County, with Q U I T C L A I M covenants the land situated on the northerly side of Freedom Street, in said HOPE-DALE, that is bounded as follows:- Beginning at a stone street bound in the northerly line of said street; thence, running N. 21° W., 379.1 feet; thence, N. 13° 15' W., 365 feet; thence, N. 23° 45' W., 226 feet, more or less, to land of Bret N. Williams, said lines all bounding on grantor's other land, and part of the way running with a stone wall. The conveyed tract is fifty (50) feet in width and lies on the easterly side of the above described lines, the southerly end of said strip, fifty (50) feet in width, being bounded by said Freedom Street, and the northerly end by land of said Bret N. Williams. The conveyed premises are a part of the third tract described in the deed of George A. Draper et al. to the grantor, dated July 19, 1907 and recorded with Worcester District Deeds, Book 1861, Page 231, and are shown on a plan to be recorded with this instrument marked "Plan showing certain lots of land purchased by the Town of Hopedale, situated in said Town northerly of Freedom Street", made by G. C. Eastman, C. E., dated October, 1916. The grantor hereby reserves for itself, its successors and assigns, the right to pass and repass from its remaining land over the conveyed tract to and from the old Salt Box Road, so called, and said Freedom Street.

See Plan Book 30,
Plan 40.

I N W I T N E S S W H E R E O F the said Hopedale Coal & Ice Company has caused these presents to be signed and its corporate seal hereto affixed by William H. Barney, its Treasurer, duly authorized, on this first day of December, 1916.

Hopedale Coal & Ice Co. (seal)
William H. Barney, Treas.

Commonwealth of Massachusetts

Worcester, ss. December 12 1916. Then personally appeared the above named William H. Barney and acknowledged the foregoing instrument to be the free act and deed of the Hopedale Coal & Ice Company, before me, Wendell Williams Justice of the Peace
(Copy of Vote.)

"Upon motion duly made and seconded it was unanimously V O T E D that the Treasurer be, and hereby is authorized to make sale and due conveyance, upon such terms and conditions as he shall deem wise, to the Town of Hopedale, of a tract of land about fifty feet in width, extending across the Inman Woodlot, so-called, in Hopedale, Mass., from Freedom Street to land of Bret N. Williams; and also that the said Treasurer be and hereby is authorized to execute and deliver to the said Bret N. Williams a release of the right of way reserved in the deed to him of a portion of said Inman lot that is dated November 6, 1915, and recorded with Worcester District Deeds, Book 2091, Page 309."

I hereby certify that the foregoing is a true copy from the Clerk's records of a vote passed at a duly held meeting of the Directors of the Hopedale Coal and Ice Company, on December 9, 1916.

William H. Barney
Clerk of Hopedale Coal and Ice Company.

December 9, 1916.

Rec'd Jan. 6, 1917 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

I, Wendell Williams, of Milford, Worcester County, Massachusetts for consideration paid, grant to Jessie M. Clark of Hopedale, in said County, with Q U I T C L A I M covenants a certain tract of land situated in said HOPEDALE, bounded as follows: Beginning at a Town bound between the Towns of Hopedale and Mendon, at land of Cordelia W. Thurston (now deceased) and Eliza W. Wood; thence running with said Thurston and Wood land, N. 69 1/2° E., with a wall, about 360 feet to a bound at land this day conveyed by this grantor to the Town of Hopedale; thence with said conveyed land, S. 20° 15' E., 932.3 feet, S. 19° E. 189 feet, S. 9° 45' E., 618.7 feet, the last two lines running with a stone wall to the northerly end of the westerly line of land this day conveyed by Jessie M. Clark to said Town of Hopedale; thence westerly with a wall and land of this grantee, about 260 feet to said Town line and land of F. S. Clark; thence N. 25° W., with said Town line and Clark land, about 1765.5 feet to the point of beginning. The conveyed tracts appears on a plan to be recorded with Worcester District Deeds, marked, "Plan showing certain lots of land purchased by the Town of Hopedale, situated in said Town northerly of Freedom Street", made by G. C. Eastman, C. E., dated Oct. 1916, and is a part of premises conveyed to me by deed of Thomas J. Lapham, dated October 20, 1914, and recorded with Worcester District Deeds, Book 2066, Page 335.

Williams
to
Clark

I, Sylvia H. Williams, wife of said grantor release to said grantee all rights of D O W E R and H O M E S T E A D and other interests therein.

W I T N E S S our hands and seals this first day of December, 1916.
Wendell Williams (seal)

Sylvia H. Williams (seal)

Commonwealth of Massachusetts

Worcester, ss. January 4, 1917. Then personally appeared the above named Wendell Williams and acknowledged the foregoing instrument to be his free act and deed, before me

Dana Osgood Notary Public

Rec'd Jan. 6, 1917 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

Clark

to

Town of Hopedale

See Plan Book 30
Plan 40.

I, Jessie M. Clark, of Hopedale, Worcester County, Massachusetts for consideration paid, grant to Town of Hopedale, a municipal corporation in said County, with Q U I T C L A I M covenants a certain tract of land situated in said HOPEDALE, being a part of the premises conveyed to me by Thomas J. Lapham by deed dated April 14, 1910 and recorded with Worcester District Deeds, Book 1930, Page 217, said tract being substantially fifty (50) feet in width, and lying on the easterly side of a westerly boundary line that is marked by a stone wall separating other land of the grantor, the southerly end of said tract being bounded by that tract of land, fifty (50) feet in width, conveyed by Harriet B. Sornborger to the Town of Hopedale by deed dated October 27, 1916 and to be recorded with Worcester District Deeds, and its northerly end being bounded by a stone wall at land this day conveyed by Wendell Williams to said Town of Hopedale. The conveyed tract is that shown on a plan to be filed with said Worcester District Deeds marked "Plan showing certain lots of land purchased by the Town of Hopedale situated in said Town northerly of Freedom Street", made by G. C. Eastman, C. E., dated October, 1916. The grantor hereby reserves for herself, her heirs and assigns, the right to pass and repass from her remaining land over and across the conveyed tract.

I, Frank S. Clark, husband of said grantor release to said grantee all rights of or to an estate by the C U R T E S Y and other interests therein.

W I T N E S S our hands and seals this first day of December, 1916.

Jessie M. Clark (seal)
Frank S. Clark (seal)

Commonwealth of Massachusetts

Worcester, ss. December 7, 1916. Then personally appeared the above named Jessie M. Clark and acknowledged the foregoing instrument to be her free act and deed, before me

Frank J. Dutcher Justice of the Peace

Rec'd Jan. 6, 1917 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

Williams

to

Town of Hopedale

See Plan Book 30,
Plan 40.

I, Wendell Williams, of Milford, Worcester County, Massachusetts for consideration paid, grant to Town of Hopedale, a municipal corporation in said County, with Q U I T C L A I M covenants a certain tract of land situated in said HOPEDALE, bounded as follows: Beginning at a point which is the northerly end of the westerly line of land this day conveyed by Jessie M. Clark to said Town of Hopedale, and at a corner of walls; thence with land conveyed by this grantor to Jessie M. Clark, by deed of even date herewith, N. 9° 45' W. about 618.7 feet, N. 19° W. about 189.1 feet, and N. 20° 15' W. about 932.3 feet to a stone wall at land of Cordelia W. Thurston (now deceased) and Eliza W. Wood; thence N. 69 1/2° E. with said Thurston and Wood land, about 742.2 feet to a corner of walls at Park land of the Town of Hopedale; thence with a wall and said Park land, S. 26° E. about 516.8 feet, N. 71° E. about 115.5 feet, S. 42 5/12° E. about 110.2 feet, S. 20 1/4° E. about 790 feet, S. 4 5/12° E. about 194.7 feet, and S. 20° W. about 92.4 feet; thence continuing with said Park land and land of Jessie M. Clark, S. 68° 30' W. about 794 feet to the point of beginning. Said tract appears on a plan to be recorded with Worcester District Deeds, marked, "Plan showing certain lots of land purchased by the Town of Hopedale, situated in said Town northerly of Freedom Street", made by G. C. Eastman, C. E., dated Oct. 1916, and is a part of the premises conveyed to me by deed of Thomas J. Lapham, dated October 20, 1914, and recorded with Worcester District Deeds, Book 2066, Page 335.

I, Sylvia H. Williams, wife of said grantor release to said grantee all rights of D O W E R and H O M E S T E A D and other interests therein.

W I T N E S S our hands and seals this first day of December, 1916.

Wendell Williams (seal)
Sylvia H. Williams (seal)

Commonwealth of Massachusetts

Worcester, ss. January 4, 1917. Then personally appeared the above named Wendell Williams and acknowledged the foregoing instrument to be his free

.....
 I, Henry Billings, 2nd
 of Hopedale, Worcester County, Massachusetts
~~XXXXXX~~ for consideration paid, grant to The Town of Hopedale

.....
 of Worcester County, Commonwealth of Massachusetts with warranty covenants
~~XXXXXX~~ A certain parcel of land located in the southwesterly portion
 of said Hopedale and more particularly bounded and described as follows:
 (Description and encumbrances, if any)

Beginning at the southwesterly corner of land now of Oscar Williams; thence running with a wall and said Williams land n. 73° 02' E. 81.91 feet; thence running still with said wall and said Williams land N. 80° 36' E. 104.51 feet; thence running northeasterly with a wall and by land of said Williams and Jessie M. Clark about 370 feet to a point; thence running northerly still with land of said Clark about 595 feet to the northeasterly corner of said Clark land and land of the Town of Hopedale; thence running easterly with said Town of Hopedale land about 246 feet to a corner; thence still running with said Town of Hopedale land about 93 feet to a corner of walls at said Town of Hopedale land; thence running easterly with said wall and said Town of Hopedale land to the westerly line of land of the Grafton and Upton Railroad Company; thence running southerly with said Grafton and Upton Railroad Company land to other land of the Town of Hopedale; thence running with said other land of the Town of Hopedale and a stone wall to Old Salt Box Road; thence running westerly with said Salt Box Road to the intersection of said Salt Box Road with the easterly line of Overdale Parkway; thence running northerly with said Overdale Parkway to the point of beginning.

Meaning and intending to convey and hereby conveying all of the land on the northerly side of Old Salt Box Road which was conveyed to me by deed of Cora Cushman dated May 1, 1945 and recorded with Worcester District Registry of Deeds.

I, Marian M. Billings, ~~husband~~ wife of said grantor,

release to said grantee all rights of ~~tenancy by the entirety~~ dower and homestead and other interests therein.

Witness our hands and seals this 1st day of May, 1945

Henry Billings *Marian M. Billings*

The Commonwealth of Massachusetts

Worcester County, ss. May 1, 1945

Then personally appeared the above named Henry Billings, 2nd, and Marian M. Billings, and acknowledged the foregoing instrument to be their free act and deed, before me

The foregoing deed given without monetary consideration, no stamps required.
Charles A. Foutte
 Notary Public in and for the State of Massachusetts
 My commission expires March 26, 1948

Rec'd Dec. 20, 1945 at 3h. 17m. P. M. Ent'd & Ex'd.

feet to stone bound on north side of Freedom Street; thence turning and running South $68^{\circ} 50'$ West along north line of Freedom Street 304.95 feet to point of beginning, containing 6.22 acres now owned by Henry S. Patrick and we have estimated and determined the damages to be \$4000.00. Second; A certain tract of land situated northerly of Freedom Street and Westerly of Dutcher Street, bounded and described as follows, viz; Beginning at a stake on the Easterly edge of the Upper Mill Pond at high water mark on land of the Draper Company; thence north $79^{\circ} 4'$ East 102.46 feet to a stone bound; thence north $0^{\circ} 52'$ East 213.96 feet to a stake; thence South $88^{\circ} 15'$ East 149.71 feet to a stake; thence north $20^{\circ} 45'$ West 162.89 feet to a stake; thence north $69^{\circ} 15'$ East 100 feet to Dutcher Street; thence north $20^{\circ} 50'$ West on said Street 213.62 feet to a stake; thence South $69^{\circ} 15'$ West 80 feet to a stake; thence north $20^{\circ} 45'$ West 475 feet to a stake; thence north $43^{\circ} 21'$ West 587.28 feet to an angle in a wall; thence north $15^{\circ} 25'$ West 560.12 feet to a stake; thence north $20^{\circ} 50'$ West 360.3 feet to a stake; thence north $69^{\circ} 23'$ East 256 feet to a stake at Dutcher Street; thence north $20^{\circ} 50'$ West on said Street 225 feet to a stake; thence South $69^{\circ} 23'$ West at right angles with Dutcher Street 256 feet to a stake; thence north $64^{\circ} 50'$ West 554 feet to a stake; thence north $31^{\circ} 43'$ West 1640.45 feet to a stake; thence North $1^{\circ} 30'$ West 1273.65 feet to a stake; thence north $20^{\circ} 47'$ East, 487 feet to a stake on southerly line of Hazel Street; thence Westerly along southerly line of Hazel Street 328 feet to stone wall; thence along stone wall South 50° West 54.8 feet; thence along stone wall South $25^{\circ} 36'$ East 205.22 feet to line of fence; thence South $70^{\circ} 27'$ West along fence 825 feet; thence continuing along fence line South $48^{\circ} 18'$ West 160 feet to a stake on edge of stream; thence South 71° West across stream and continuing 32.7 feet to a stake in old oak stump; thence South $80^{\circ} 25'$ West 485 feet to a stake in stone;

thence South $16^{\circ} 15'$ East 545 feet to stake in stones; thence South $69^{\circ} 10'$ West 290.8 feet to stake in stones; thence along line of wall North $46^{\circ} 6'$ West 260.9 feet to stake in stones; thence South $82^{\circ} 20'$ West 621 feet to stone wall; thence South $23^{\circ} 15'$ East along said wall 610.2 feet; thence North $73^{\circ} 48'$ East along wall 115 feet; thence South $40^{\circ} 40'$ East along wall 109.7; thence South 17° East along wall 202.5 feet; thence continuing along wall South $17^{\circ} 35'$ East 430 feet; thence continuing along wall South $17^{\circ} 15'$ East 168.5 feet; thence continuing along wall South $1^{\circ} 50'$ East 190 feet; thence North 67° East 712 feet to Easterly line of location of Draughton + Upton Railway Company; thence South easterly along said Easterly line of Draughton + Upton Railway Company location 1960 feet to a stake; thence South $73^{\circ} 50'$ East 888.4 feet to a stake on the Westerly edge of said Upper Pond at high water mark on land of William F. Draper et. al; thence northerly, following the edge of said pond at high water mark about 500 feet to a stake; thence North $14^{\circ} 10'$ East 340. — across said pond to a stake on Easterly edge of said pond at high water mark on land of Geo. A. Draper; thence southeasterly and following the edge of the pond at high water mark by various courses about 4000 feet to the place of beginning, containing about 187 acres, about 57 of which are covered by the pond. All rights of flowage owned or exercised by the Draper Company in or over the above described tract, also all lands belonging to said Draper Company which are flowed by the water in said pond when the water is at high water mark, are exempted from this taking. The above tract is owned by the following named parties and we have estimated and determined the damages as follows, viz;

Drafter Company	29.45 acres	\$ 475.00
Henry B. Patrick	11.43 acres	\$ 900.00
George A. Draper	42.87 acres	\$ 2,143.00
John B. Henry	3. acres	\$ 150.00
John S. Mead	3.14 acres	\$ 157.00

Edwin B. Taft	1.84 acre	\$ 92.00
Heirs of Barra V. Sadler	7.32 acre	\$ 350.00
Joseph B. Bancroft	23.49 acre	\$ 500.00
William F. Draper and others	1. acre	\$ 50.00
Town of Hopedale	6.9 acre	no damage
Total,	130.44	\$ 4,817.00

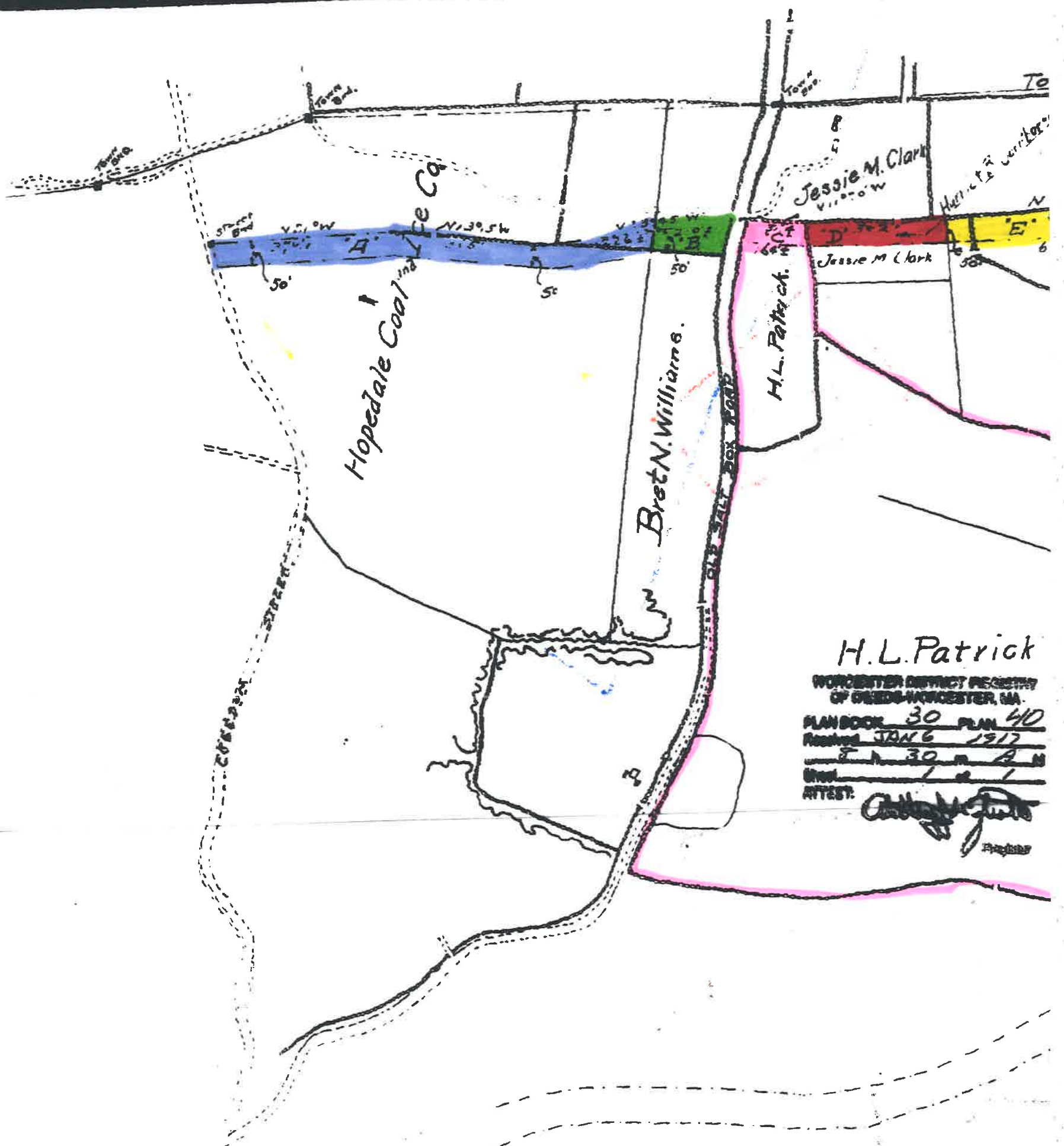
Third: A certain tract of land in the Upper Mill Pond, it being a small island in the southwesterly part of said pond as now flowed by the Draper Company, bounded by the edge of said pond when flowed to high water mark, containing about one half an acre. The above tract is now owned by the Draper Company and we have estimated and determined the damages to be \$ 25.00. All of the above tracts are shown on plan, drawn by Gordon H. Taylor, Civil Engineer, dated July 11, 1899 and filed herewith.

Charles F. Roper }
 Frank J. Dutcher } Park Commissioners
 George Otis Draper }

A true copy of the description taken from the records.
 David A. Westcott Town Clerk
 Rec'd Sept. 8th 1899 at 10¹⁵ A.M. Ent'd + Ex'd By Murray B. Wilder Reg

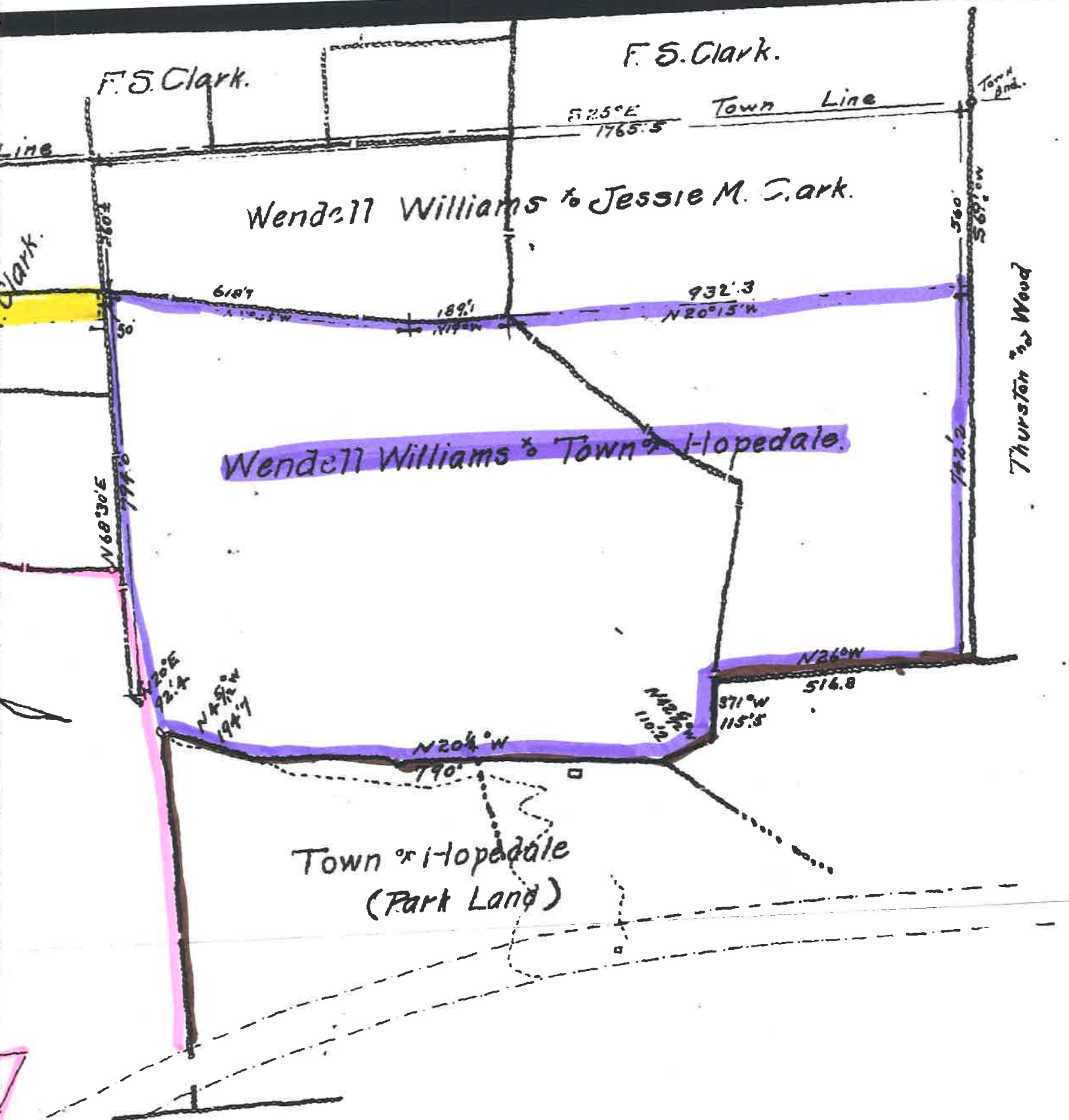
Thompson George H. Know all men by these presents that
 to I, George H. Thompson of New Braintree in the
 William Hamilton, County of Worcester and State of Massachusetts in consideration of One Hundred and Fifty Dollars paid by William Hamilton of said New Braintree in said County of Worcester and State of Massachusetts the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said William Hamilton a certain tract of land situated about one fourth of a mile south of the center of New Braintree on the road leading from New Braintree to West Brookfield containing one and three quarters acres more or less, bounded and described as follows; On the East by land of William Hamilton and the above mentioned road leading from New

(Stamp
 .50
 cancelled)



H.L. Patrick
 WORCESTER DISTRICT REGISTRY
 OF DEEDS-WORCESTER, MA.
 PLAN BOOK 30 PLAN 40
 RECORDED JUN 6 1917
 F. H. 30 p. A. M.
 ATTEST: *Charles J. [Signature]*

- "A" Hopedale Coal & Ice Co. to Town
- "B" Bret N. Williams to Town
- "C" Henry L. Patrick to Town
- "D" Harriet B. Sornborger to Town
- "E" Jessie M. Clark to Town

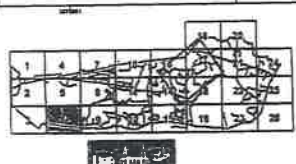
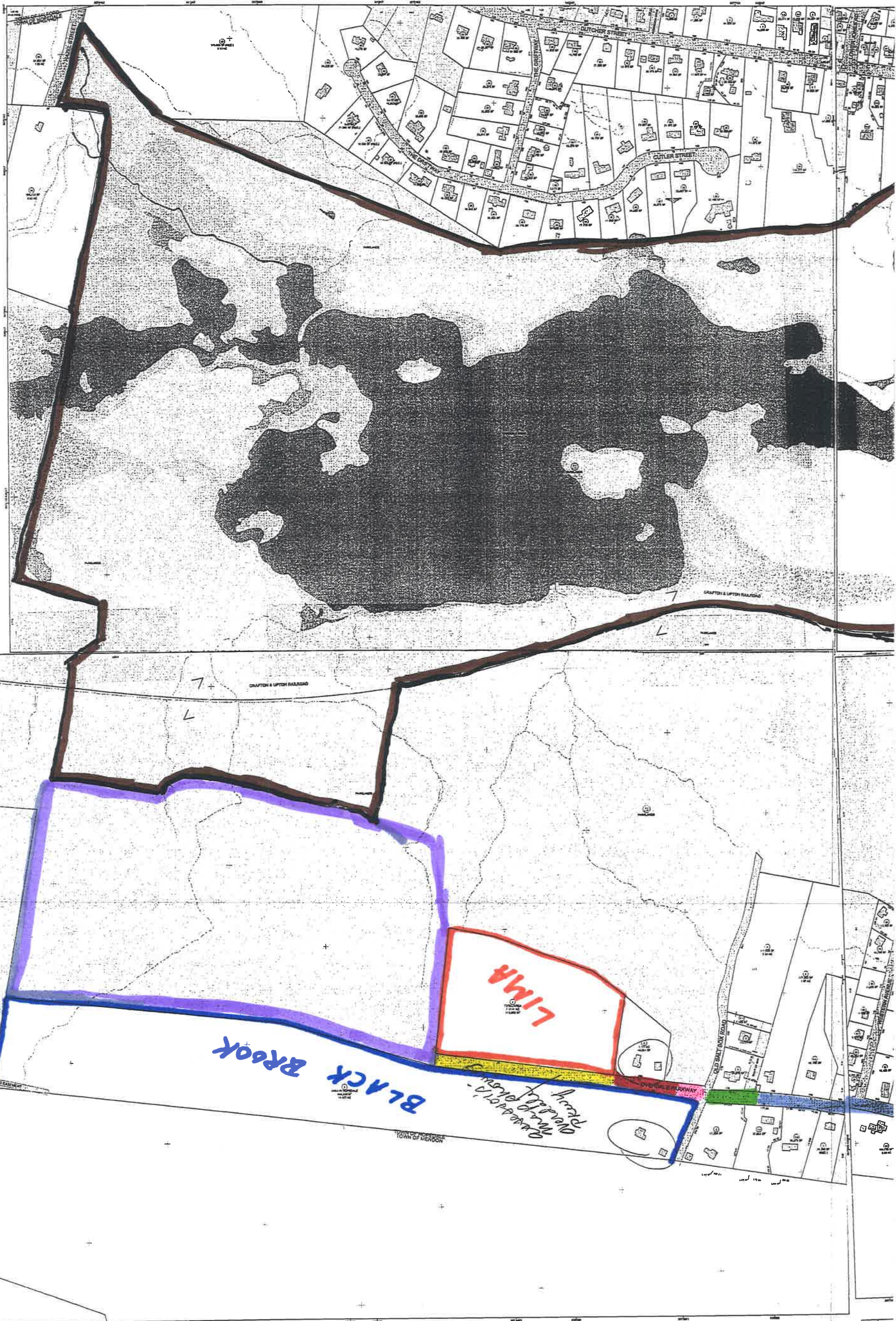


PLAN SHOWING CERTAIN LOTS OF LAND
 PURCHASED BY THE TOWN OF HOPEDALE
 SITUATED IN SAID TOWN NORTHERLY
 FREEDOM STREET.

Scale 1" = 250'

J. C. Eastman

OCT. 1916.



- Legend**
- Railroad
 - Road
 - Pools
 - Buildings (MassGIS)
 - Condo
 - Adjacent Map Parcels
 - Water
 - Wet Areas
 - Streams
 - Easements
 - Rail
 - Parcel Boundary
 - Road Right of Way Boundary
 - Water
 - Town Boundary
 - 100-year Flood Area
 - 500-year Flood Area

TOWN OF HOPEDALE
MASSACHUSETTS
ASSESSORS ATLAS
AS OF JUNE 28, 2020

100 50 0 100 200 300
 Feet

REVISIONS	
Change No.	Description

CONDO NOTE: Parcels indicated as Condos do not necessarily have land area associated with the structure. The parcels associated with these structures are separated for assessing purposes only. Condo unit outlines represent the general location of the unit and are approximated based on planimetric building footprints.

Plans shown herein are compiled from aerial photographs, deeds, and plans of record and are not to be construed as having sufficient accuracy for any purpose other than assessment.

SHEET NO.
6

Assessors Maps



1st Parcel in
1630-11

Legend

- Relroad
- Road
- Pools
- Buildings (MassGIS)
- Condo
- Adjacent Map Parcels
- Water
- Wet Areas
- Swamps
- Easements
- Rail
- Parcel Boundary
- Road Right of Way Boundary
- Water
- Town Boundary
- 100-year Flood Area
- 500-year Flood Area

**TOWN OF HOPEDALE
MASSACHUSETTS
ASSESSORS ATLAS
AS OF JUNE 28, 2020**



VERSION DATA			
Version	Created On	Created By	Checked By

CONDO NOTE: Parcels indicated as Condos do not necessarily have land area associated with the structure. The parcels associated with these structures are separated for assessing purposes only. Condo unit outlines represent the general location of the unit and are approximated based on planimetric building footprints. Plans shown herein are compiled from aerial photographs, deeds, and plans of record and are not to be construed as having sufficient accuracy for conveyances.



5, 6, 8 & 9

May 17, 2021

Brian W. Riley
briley@k-plaw.com

BY ELECTRONIC MAIL (dlurie@luriefriedman.com)
AND FIRST CLASS MAIL

David E. Lurie, Esq.
Harley C. Racer, Esq.
Lurie Friedman LLP
One McKinley Square
Boston, MA 02109

Re: Elizabeth Reilly, Carol J. Hall, Donald Hall, Hillary Smith, David Smith, Megan Fleming, Stephanie A. Mccallum, Jason A. Beard, Amy Beard, Shannon W. Flemming, and Janice Doyle v. Town of Hopedale, Louis J. Arcudi, Iii, Brian R. Keyes, Grafton & Upton Railroad Company, Jon Delli Priscoli, Michale Milanoski, and One Hundred Forty Realty Trust
Worcester Superior Court C.A. No: 2185CV00238D

Dear Mr. Lurie:

In accordance with Rule 9A, enclosed herewith please find Response of Defendants Town of Hopedale and Hopedale Board of Selectmen to Plaintiffs' Motion for Judgment on the Pleadings and Cross-Motion of Town of Hopedale and Board of Selectmen for Judgment on the Pleadings and Memorandum of Defendants Town of Hopedale and Hopedale Board of Selectmen in Response to Plaintiffs' Motion for Judgment on the Pleadings and Cross-Motion for Judgment on the Pleadings, along with a Certificate of Service.

If you have any questions, or if you require further information, please do not hesitate to contact me.

Very truly yours,



Brian W. Riley

BWR/cqm

Enc.

cc: David C. Keavany, Jr., Esq.
764068/HOPD/0145

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT
C.A. NO. 2185CV00238D

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

Plaintiffs,

v.

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

Defendants.

RESPONSE OF DEFENDANTS TOWN
OF HOPEDALE AND HOPEDALE
BOARD OF SELECTMEN TO
PLAINTIFFS' MOTION FOR
JUDGMENT ON THE PLEADINGS
AND CROSS-MOTION OF TOWN OF
HOPEDALE AND BOARD OF
SELECTMEN FOR JUDGMENT ON
THE PLEADINGS

The Defendants, Town of Hopedale and Board of Selectmen of the Town of Hopedale, hereby submit their Response to Plaintiffs' Motion for Judgment on the Pleadings, and Defendants further submit their Cross-Motion for Judgment on the Pleadings in this litigation. The Defendants rely upon their Memorandum filed herewith in support of their Response and their Cross-Motion.

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

By their attorney,



Brian W. Riley (BBO# 555385)
KP Law, P.C.
101 Arch Street
12th Floor
Boston, MA 02110-1109
(617) 556-0007
briley@k-plaw.com

Dated: May 17, 2021

763987/HOPD/0145

RULE 9C CERTIFICATION

On May 4, 2021, I conferred with each counsel of record and made a good faith effort to resolve or narrow the issues addressed in this motion.



Brian W. Riley

Dated: May 17, 2021

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT
C.A. NO. 2185CV00238D

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

Plaintiffs,

v.

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

Defendants.

MEMORANDUM OF DEFENDANTS
TOWN OF HOPEDALE AND
HOPEDALE BOARD OF
SELECTMEN IN RESPONSE TO
PLAINTIFFS' MOTION FOR
JUDGMENT ON THE PLEADINGS
AND CROSS-MOTION FOR
JUDGMENT ON THE PLEADINGS

The defendants Town of Hopedale and Louis J. Arcudi, III and Brian R. Keyes, named in their capacity as members of the elected Hopedale Board of Selectmen (hereinafter "Town" or "Board"), hereby submit their opposition to the Plaintiffs' motion for judgment on the pleadings, and further move for judgment on the pleadings in their own favor. On October 24, 2020, a Special Town Meeting authorized the Board to acquire certain parcels of real property totaling approximately 130 acres, and further authorized the Town Treasurer, subject to the Board's approval, to issue bonds in the amount of \$1,175,000 to pay for these parcels. The 130 acres were forested parcels that had been taxed pursuant to General Laws Chapter 61, giving the Town a right of first refusal if the owner (defendant One Hundred Forty Realty Trust, or "Trust") intended to sell or change the use of the property. Town Meeting also authorized acquiring an

additional 25 acres by eminent domain, and appropriated \$25,000 to fund that taking. After the Special Town Meeting, the Board initiated an action in Land Court to prevent the remaining Defendants in this action (hereinafter referred to generally as “the Railroad” or “Railroad Defendants”) from taking any actions regarding the property that would impact the Town’s right of first refusal.

After a Land Court hearing on November 23, 2020, during which the Court (Rubin, J.) expressed skepticism as to the Town’s ultimate ability to acquire the 155 acres (owned by the Trust, and effectively by the Railroad Defendants as beneficial interest holders), the Court issued a mediation screening order. Following mediation sessions before retired Land Court Justice Lombardi (who also expressed doubts as to the Town’s likelihood of success against the Railroad and encouraged a settlement), the parties entered into a settlement agreement with the Railroad (hereinafter “Settlement Agreement,” attached to the Verified Complaint as Exhibit 19), in which the Town would acquire approximately 64 acres of the property the Special Town Meeting authorized for acquisition, as well as an additional 20 acre parcel (Parcel D on Exhibit 1 to the Settlement Agreement) that will require a new vote of Town Meeting to authorize acceptance. The essence of the Plaintiffs’ complaint, and its Motion, is that it would violate Massachusetts law for the Board to acquire less than the original 155 acres, or to spend less than \$1,175,000 to acquire the entire 130 acres of property. While the Plaintiffs may oppose the Settlement Agreement in principal, there are no facts to support that the Town is illegally intending to carry out the provisions of the Settlement Agreement or unlawfully exercising its legal authority. The Town submits that it is entitled to judgment on the pleadings in its favor, and that Plaintiffs’ motion for judgment on the pleadings should be denied.

FACTS AS PLED IN THE COMPLAINT

The Town accepts the following facts as true for purposes of this motion only.

1. This case involves 155 acres of undeveloped and forested property at 364 West Street, owned by the One Hundred Forty Realty Trust, 130 acres of which have been classified and taxed as forestland pursuant to G.L. c.61. Complaint, ¶14. While unstated in the Complaint, this property is zoned as an Industrial District.
2. The remaining 25 acres are not subject to Chapter 61. Complaint, ¶15.
3. In June 2020, the Trustee of the One Hundred Forty Trust negotiated a purchase and sale agreement with the Railroad Defendants to sell the 155 acres to the Railroad. The Trustee later assigned the beneficial interest in the property to the Railroad. Complaint, ¶¶ 23, 34.
4. While the Trustee provided notice of the P&S agreement to the Town, a trigger to the Town's right of first refusal for the forestland, the Board objected to the notice as defective in that it included the 25 acres that were not subject to Chapter 61, but further asserted its right of first refusal based on the assignment of the beneficial interest in the 130 acres to the Railroad. Complaint, ¶41.
5. On October 24, 2020, a Special Town Meeting took two votes relevant to this litigation. The first, on Article 3 of the warrant, was to authorize the Board to acquire the 130 acres, and further to appropriate and issue bonds in the amount of \$1,175,000 to pay for the property. Complaint, ¶44 and Exhibit 12 to Complaint. Notably, the vote did not contain any qualifier that the Board must acquire the entire 130 acres, nor did it seek to require the Board to expend all of the \$1.175 million appropriation authorization.

6. The second vote, on Article 5 of the warrant, authorized the Board to acquire the 25-acre parcel by eminent domain, pursuant to G.L. c.79, and appropriated \$25,000 to pay for it. Complaint, ¶48 and Exhibit 12 to Complaint. Notably, the vote contained no qualifier that the Board must acquire all 25 acres.
7. As demonstrated by the Board's efforts to exercise the Town's right of first refusal and record an Order of Taking under G.L. c. 79, the Board took all steps to attempt to acquire title to the 155 acres as authorized by the Special Town Meeting. Complaint, ¶¶ 49, 51-55.
8. After the Town Meeting, for the purpose of seeking an order stopping the Railroad from clearing the forestland and to confirm its right of first refusal, the Town commenced an action in Land Court, Town of Hopedale v. Jon Delli Priscoli, Trustee of the One Hundred Forty Realty Trust, et al., 20 MISC 000467.
9. The Railroad also filed a petition with the Surface Transportation Board (STB), a federal agency that regulates matters involving railroads, particularly freight rail. The Railroad sought a declaratory order from the STB that federal law preempts the Town's authority to acquire any of the subject property, under either G.L. c.61 or G.L. c.79. Complaint, ¶56.
10. Following a November 23, 2020 hearing in Land Court on the Town's motion for preliminary injunction, which the Court denied, Judge Rubin issued an order referring the case to mediation. While Judge Rubin's decision denying the preliminary injunction does not so state, counsel for the Town understood the Court to be expressing that mediation was advisable as the Town's claims to the 155 acres may not be successful.

11. As a result of the mediation, during which Judge Lombardi also encouraged a settlement, the Town and the Railroad reached an agreement to resolve both the Land Court litigation and the STB matter. The Settlement Agreement, attached to the Complaint as Exhibit 19, speaks for itself, but in summary, the Town will acquire Parcel A (approximately 64 acres), all of which was included in the Special Town Meeting's votes on Articles 3 and 5 of the October 24, 2020 warrant. The Railroad also agreed to donate Parcel D, approximately 20 acres, but since this was not part of the Special Town Meeting vote, a vote of Town Meeting is required in accordance with G.L. c.40, §14 to accept Parcel D.

ARGUMENT

A. Plaintiffs Misconstrue the Appeals Court Injunctive Order

The Town submits that throughout their Memorandum in support of its Motion for Judgment on the Pleadings, the Plaintiffs overstate both the breadth and intent of the Appeals Court injunctive order issued by Justice Meade, presenting it as strongly supporting all three Counts of the Complaint. In fact, however, the Order found only that the Plaintiffs had “shown a likelihood of success on the merits” as to whether the Special Town Meeting vote on Article 3 authorized acquisition of the 130 acres of Chapter 61 property, or whether it only appropriated funds for the 130-acre parcel but did not authorize acquisition.¹ That is the extent of the findings, and Justice Meade was careful to qualify the limited nature of his order:

For these reasons, I find that the plaintiffs have demonstrated some likelihood of success in establishing that the town's purchase of the land, pursuant to the settlement agreement, would be a statutory violation. To be clear, I am not deciding this case on the merits; only that the plaintiffs have demonstrated some chance of success on their claim.

In addition, the Plaintiffs argue that because the Town took steps to exercise the right of first refusal and take title to the Chapter 61 parcel, this is irrevocable and the Board has no option but

¹ The Town respectfully submits that the Appeals Court Order is incorrect on this issue, see *infra*.

to take title to all 130 acres and, significantly, that no new Town Meeting vote to authorize acquiring the 64 acre parcel under the terms of the Settlement Agreement would be legal or effective. In fact, Justice Meade explicitly rejected that argument even in his narrow ruling: “Nothing in this memorandum and order should be construed as preventing the town from conducting a town vote authorizing the select board to purchase any or all of the land at issue, which would render the transaction lawful.” (emphasis added). It is clear why the Plaintiffs are arguing so strenuously that the only conceivable outcome is the Town acquiring all 155 acres - because if there is a new Town Meeting vote pursuant to the Settlement Agreement, all of the Plaintiffs’ claims in this litigation become moot, and Justice Meade took the extra step to make his view of the case clear to the parties.

B. The Town Meeting Vote on Article 3 Authorized Acquisition of the Chapter 61 Property

After the Superior Court denied their request for a preliminary injunction, the Plaintiffs sought review by a single justice in the Appeals Court, arguing (among other issues) that the October 24, 2020 Special Town Meeting vote on Article 3 did not in fact authorize the Board to acquire the 130 acre parcel pursuant to G.L. c.40, §14. Justice Meade agreed with this position, but did not decide whether the vote authorized acquisition pursuant to Chapter 61 either.² The Town respectfully submits that the Order is incorrect on this point. Article 3 stated in relevant part:

To see if the Town will vote to acquire, by purchase or eminent domain, certain property, containing 130.18 acres, more or less , located at 364 West Street... and in order to fund said acquisition, raise and appropriate, transfer from available funds, or borrow pursuant to G.L. c. 44, §7, or any other enabling authority, a sum of money in the amount of One

² Justice Means noted that neither party provided appellate decisions regarding whether G.L. c.61,§8 provides full authority for a town acquiring real property or whether such authority resides only in G.L. c.40, §14. The reason for this is plain – Chapter 61 is silent as to authority take title by deed or to appropriate funding to do so because that authority is found exclusively in G.L c.40, §14, and placing an article pursuant to G.L c.40, §14 to seek authority and funding to acquire virtually any real property has been a legal requirement for nearly a century.

Million One Hundred and Seventy-Five Thousand Dollars (\$1,175,000.00)... said property being acquired pursuant to a right of first refusal in G.L. c. 61, §8...

When the motion on Article 3 was made, it stated in relevant part "I move that the Town vote to appropriate the sum of [\$1,175,000] to pay costs of acquiring certain property, consisting of 130.18 acres, more or less, located at 364 West Street,...". (emphasis added). The Town submits that the difference between the article and the motion is one of form and not substance. The article sought an appropriation in order to acquire certain identified property, and so did the motion. Both the Plaintiffs and the Single Justice conclude that the reason for the difference was that the 400 voters at Town Meeting, who unanimously approved the motion, were aware of the legal subtleties of G.L. c.61, §8 and that the Board exercising an option is the same thing as acquiring title by deed to real property (it plainly is not), and therefore only an appropriation was required to acquire title. This argument has no legal or practical support. There is realistically only one presumption that should be made for what the 400 voters thought they were doing on October 24, 2020 – they were being asked (in Article 3) to vote to acquire the 130 acres and to appropriate \$1.175 million to pay for it, and they voted to do so.

C. The Board Has Legal Authority to Acquire Less than 155 Acres

While the Plaintiffs' include numerous facts and allegations that are not relevant to or determinative of the legal issues and outcome of this case, the Complaint may be summarized as two primary claims:

- a) Since Town Meeting authorized the Board to acquire approximately 155 acres, 130 acres of which has been subject to G.L. c.61, the Board cannot lawfully acquire a lesser amount of property; and

b) The Board lacked authority to waive the Chapter 61 right of first refusal in the Settlement Agreement. This claim fails to allege a violation of G.L. c.40, §53, but the Board shall address it below.

The Board submits that, prior to the Land Court's directive to participate in mediation, it fully intended to acquire all 155 acres, and it exercised (or attempted to exercise) the authority granted by the Town Meeting votes to do so. During the course of the Land Court proceedings and mediation, however, the Board determined that pursuing its Land Court case to trial, as well as having to defend the Town's position before the Surface Transportation Board, would not only be prohibitively expensive but could well result in the Town receiving **none** of the 155 acres. The Board determined, therefore, that it would be substantially more in the public interest to resolve all litigation with the Railroad via the Settlement Agreement.

(1) The Board has Legal Authority to Acquire Less than 155 Acres.

The Plaintiffs allege that because the Special Town Meeting vote had such clear support to acquire all 155 acres at issue, the Board lacked legal authority to approve the Settlement Agreement and acquire approximately 85 acres – 40 acres that was subject to Chapter 61, 25 acres that was to be acquired by eminent domain, and another 20 acres (Parcel D on the plan attached to the Settlement Agreement as Exhibit 1) that was not involved in the Special Town Meeting votes. Notwithstanding the Complaint's allegations, however, there is no legal support for this allegation and the Settlement Agreement's terms do not violate G.L. c.40, §53.

In order for a town to acquire real property, there must be a favorable vote of Town Meeting pursuant to G.L. c.40, §14 to do so – a majority vote is sufficient if there are no funds being spent, but a two-thirds vote if there is an appropriation (the Special Town Meeting vote was recorded as unanimous). See Harris v. Wayland, 3932 Mass. 237, 238 and n.3 (1984). As

stated expressly in the Settlement Agreement, the Town may not accept the donation of the 20 acre “Parcel D” until there is a further Town Meeting vote to authorize it. As for the other approximately 65 acres, however, these parcels were already authorized by Town Meeting vote for acquisition, and there were no limiting conditions in such votes to restrict how the Board could exercise its authority. Massachusetts case law clearly establishes that while a Board of Selectmen cannot acquire property that was not authorized by Town Meeting, Town Meeting cannot compel the Board to complete such acquisition and the Board may legally acquire less property than authorized. See Russell v. Town of Canton, 361 Mass. 727 (1972).³

(2) The Board’s Waiver of the Right of First Refusal was Valid.

As part of the Settlement Agreement, the Board agreed to waive its right to further exercise any right of first refusal the Town has pursuant to G.L. 61, §8. The Plaintiffs argue extensively that the Board has no authority to do so and that it was required to seek a further vote of Town Meeting, claiming that “those rights cannot be waived as a matter of law and there was no approval by Town Meeting to not exercise or waive those rights.” Complaint, ¶121. The Plaintiffs have consistently misrepresented or misunderstood how Chapter 61, §8 works, as well as the fact that exercising a right of first refusal (or declining it) is an executive function that only a Board of Selectmen can accomplish. Chapter 61, §8 details the procedures when an owner of forestland being taxed under the statute intends to alter the use of the property (by the owner or a prospective new owner). This includes a notice and copy of the purchase and sale agreement submitted to the Town, triggering a right of first refusal for the Town that must be exercised within 120 days or the right is lost. The Land Court proceedings included the issue of whether

³ In denying Plaintiffs’ motion for preliminary injunction, the Superior Court (Frison, J.) found that Russell governed and demonstrated the lack of a likelihood of success on the merits of the Complaint. The Appeals Court (Meade, J.) found that “while Russell may guide in this case, it is not controlling.”

the original notice to the Town was valid; however, as part of the settlement, the Board agreed not to seek to enforce the right of first refusal.⁴

The actual action that a municipality must take to exercise a right of first refusal is stated in §8 as follows:

This option may be exercised only after a public hearing followed by written notice signed by the mayor or board of selectmen, mailed to the landowner by certified mail at such address as may be specified in the notice of intent. Notice of the public hearing shall be given in accordance with [the Open Meeting Law].

The notice of exercise shall also be recorded at the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of it.

It is notable, of course, that neither these paragraphs, nor anywhere in §8, is there any reference to a vote of Town Meeting. This is because such exercise is, again, an executive action whose sole authority resides with the Board of Selectmen. If, for example, a Board of Selectmen receives a valid §8 notice for conversion of forestland, it may determine on its own that the Town should not acquire the property – it may either send written notice to the owner waiving the right of first refusal or simply allow the 120 days to run without acting. There is nothing Town Meeting or anyone else can do to exercise the right of first refusal in such a case. Before the Board can actually acquire property after exercising such right, however, it must obtain a vote of Town Meeting to authorize acquisition and appropriate funds – such vote is absolutely and solely governed by G.L. c.40, §14. But the right of first refusal itself is exclusive to the Board. As such, and so the Board may waive its authority to exercise such right and acquire property, even after initially voting to exercise it, and there is no case law precedent stating otherwise. Moreover, there is no reason that a Board of Selectmen cannot decide not to complete

⁴ In its November 23, 2020 order, the Land Court (Rubin, J.) expressed significant doubt that the original notice from the Trust was effective, and therefore whether the 120 day exercise period ever began is also uncertain. Exhibit 16 to Verified Complaint.

a Chapter 61 (or eminent domain) acquisition at any point prior to actually paying for it and taking the deed if it determines that to be in the public interest.

The Plaintiffs argue that Chapter 61 contains no authority for a Board to waive the exercise of the right of first refusal, and therefore (1) the Settlement Agreement is illegal and (2) the Board is compelled to purchase the 130 acres. This is contrary to Massachusetts case law. The authority relied upon by Plaintiffs to claim that the Board cannot waive exercising the right of first refusal is inapposite, and actually states that a municipality cannot be held to have waived its right against its will. See Smyly v. Town of Royalston, Land Court, 2007 WL 2875942:

In the instant case, this court disagrees with Plaintiff's argument that the Town waived its right to insist on statutory compliance upon its exercise of the option. Courts have consistently held that where the language of a statute sets forth strict, unambiguous procedural requirements, the court will not construe the statute in a manner for which no provision was made. See *Town of Billerica*, 66 Mass.App.Ct. at 668. Additionally, this court previously held with regard to G.L. c. 61A, which sets forth notice requirements identical to those in G.L. c. 61 § 8, that the statute does not provide for waiver of requirements, based on the reasoning that exceptions not provided for should not be read into the statute. *Id.* This court will not construe the statute to allow for waiver as this would be wholly inconsistent with the express language provided by the legislature and the prior holdings of this court. (*emphasis added*)

This holding is unrelated to a Board of Selectmen waiving its right of first refusal and/or to acquire Chapter land of its own volition. Moreover, neither Town Meeting nor ten taxpayers can compel a Board of Selectmen to complete a real property acquisition if the Board determines it is not in the Town's best interest. See Russell v. Canton, 361 Mass. 727, 730-32 (1972):

One argument made by the plaintiffs is that the town vote expressly directed the board to take all of their land, and that the board had no discretion to take less than all of it. This argument is without merit. The selectmen are public officers whose powers and duties with reference to eminent domain are fixed by statute. It is questionable whether a town meeting vote can operate to direct or command them in the discharge of their duties.... We hold that the town could authorize the selectmen to take real estate by eminent domain, but that it could not direct or command them to do so. Although G.L.c. 40, § 14, requires that before land is taken by eminent domain the taking be authorized by a vote of the town, it vests the power to make the taking in the selectmen of the town. There is nothing in § 14 which makes such an authorization binding on the selectmen, or which

prevents them from exercising their discretion and sound judgment in deciding whether to make a taking pursuant to the authorization. If the selectmen, being authorized by the town to make a taking, do not make it, the decision is not judicially reviewable as to its wisdom.

While Russell concerns a Town Meeting vote to acquire property by eminent domain, this principal applies equally to the right of first refusal in Chapter 61, §8. If the Board determines that circumstances mitigate against completing an acquisition of real property, neither Town Meeting nor a court may compel it to do otherwise. See Anderson v. Board of Selectmen of Wrentham, 406 Mass. 508, 512 (1990):

The role of the town manager or board of selectmen in the collective bargaining process is an essentially executive function mandated by statute. We have held that, when a board of selectmen is acting in furtherance of a statutory duty, the town meeting may not command or control the board in the exercise of that duty. See Russell v. Canton, 361 Mass. 727 (1972); Breault v. Auburn, 303 Mass. 424 (1939); Lead Lined Iron Pipe Co. v. Wakefield, 223 Mass. 485 (1916). These decisions reflect an application of the more general principle that "[a] municipality can exercise no direction or control over one whose duties have been defined by the Legislature." Breault v. Auburn, *supra* at 428, quoting Daddario v. Pittsfield, 301 Mass. 552, 558 (1938).

(3) It Is Not Unlawful For The Board To Agree To Expend \$587,500.

Similar to the claims addressed above, the Plaintiffs allege that it is unlawful for the Board to agree to expend \$587,000 for the 64 acres it is to receive by purchase pursuant to the Settlement Agreement, because Town Meeting appropriated \$1,175,000 for the entire 130 acres and the Board may not agree to spend less. The Town first submits that the Plaintiffs' reliance in the Verified Complaint on the difference between how much the Town is paying per acre under the Settlement Agreement versus what the Railroad paid is a red herring; the two amounts were not negotiated on a per acre price and involve different purposes for acquisition, and the Town Meeting appropriation vote was a bottom line figure and not per acre. Moreover, the Settlement Agreement proposes the Town acquiring 20 acres that were never a part of the Special Town Meeting votes or the Land Court. Most importantly, however, whenever Town Meeting

appropriates funds – whether to acquire property, contract for services, or fund annual department operating budgets – the Town is not obligated to spend all of the appropriation, but it spends what is needed. Regardless of how the Plaintiffs feel about the Settlement Agreement terms, it is clearly not unlawful for the Board to authorize spending \$587,000 of the amount appropriated by Town Meeting for a portion of the property that Town Meeting authorized the Board to acquire, nor to issue bonds that were also authorized by Town Meeting for the purpose.

D. Plaintiffs Lack Standing to Challenge the Land Court Settlement Agreement

The Town supports and agrees with the Motion for Judgment on the Pleadings being filed by the Trust and Railroad Defendants in this matter. The Town further submits that while the basis for this litigation pursuant to G.L. c.40, §53 is at least properly before this Court, the Plaintiffs lack both standing or credible arguments to challenge the validity or legality of the Land Court Settlement Agreement itself (Exhibit 19 to Verified Complaint). The Board filed the Land Court action to assert and confirm its right of first refusal pursuant to G.L. c.61, §8 (which the Railroad Defendants and the One Hundred Forty Realty Trust challenged), and to prevent the Railroad Defendants from performing any clearing of the subject property. As detailed *supra*, the parties had a hearing and two sessions of court-ordered mediation before Land Court justices. During this process, based on input from its legal counsel and Judge Lombardi, the Board ultimately concluded that its best chance of securing at least some of this important property was to reach a settlement with the One Forty Realty Trust and Railroad Defendants. This was a duly litigated lawsuit between the only parties in interest, it was resolved via a settlement agreement and joint stipulation of dismissal with prejudice, and both parties gave up interests that they claimed for their own in resolving the case (the Plaintiffs' claim that the Agreement is a void contract because the Town received no consideration is baseless).

As such, the Plaintiffs' attempt to collaterally attack the Settlement Agreement is not permissible and these claims in Counts I and II cannot prevail. See Barrington v. Dyer, 95 Mass. App. Ct. 1116 (2019) (unpublished):

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

The Plaintiffs are unhappy with the results of the Land Court litigation and the terms of the Settlement Agreement. This does not, however, give them standing to “undo” the Agreement, which is the heart of what the Verified Complaint hopes to achieve. Even if, in order to carry out the Agreement, a new Town Meeting vote is required – which the Town does not concede or agree with – the Settlement Agreement itself is valid and does not exceed the Board's statutory executive authority, and the Plaintiffs' attempts to pursue their claims as if the Land Court proceedings themselves were illegitimate illustrates the futility of their arguments:

By attempting to relitigate in the Superior Court the same claim on which judgment had previously been entered in the Housing Court, the plaintiffs have challenged the Housing Court judgment collaterally. If we were to permit such an attack as a general rule, the finality of judgments would be substantially impaired. This would not be in the best interests of litigants or the public. While it is important that judgments be rendered only by courts having the right to render them, it is also important that controversies be finally terminated after there has been full and fair litigation. As we observed in *Wright Mach. Corp. v. Seaman-Andwall Corp.*, 364 Mass. 683, 688 (1974), quoting *Baldwin v. Iowa State Traveling Men's Ass'n*, 283 U.S. 522, 525 (1931), “[p]ublic policy dictates that there be an end of litigation; that those who have contested an issue shall be bound by the

result of the contest, and that matters once tried shall be considered forever settled as between the parties." The public interest in enforcing limitations on courts' subject matter jurisdiction is ordinarily served adequately by permitting direct attack on judgments. Although there may be rare circumstances in which sound policy requires that finality give way to the enforcement of limitations on a court's authority by collateral attack, this is not such a case.

Harker v. Holyoke, 390 Mass. 555, 558-559 (1983).

E. Remaining Plaintiffs' Claims Do Not Show Substantial Likelihood Success On Merits

During the pendency of this litigation, the Plaintiffs have advanced numerous and often contradictory arguments. For example, the Plaintiffs state that the Town Meeting vote on Article 3 did not authorize the acquisition of any real property – but they then argue that said vote was sufficient to vest actual or quasi-title to the property, notwithstanding that the Town has not paid for any property and holds no deeds. They even argue that the Board committed an illegal “assignment” of its Chapter 61 rights to the Trust and Railroad, despite the fact that those parties are the owners of that property. Count III has other random arguments that the Town is entitled to judgment on, summarized below.

Article 97: The Complaint suggests that the terms of the Agreement violate Article 97 of the Amendments to the Massachusetts Constitution. Article 97 protects property that is held by municipalities for certain purposes, such as conservation, open space, and water supply protection, and such land cannot be used for an inconsistent purpose unless there is a two-thirds vote of the General Court to allow it. Plaintiffs overlook the plain fact, however, that Article 97 does not apply to any of the 155 acres because, at present, the Town does not own any of it. The Property cannot be dedicated as parkland, conservation or any other purpose until the Town actually acquires it by deed. While the Board took steps to complete such acquisition via Chapter 61 and eminent domain, it has not done so for the reasons discussed above – no deeds have changed hands, no compensation has been paid to the One Hundred Forty Realty Trust, and

the Board has waived its rights to pursue its current or future Chapter 61 rights. Therefore, Article 97 is irrelevant to the issues in the litigation.

Chapter 61 Rollback Taxes: The Complaint alleges that the Town will pay the Trust's rollback taxes, as well as a survey of Parcel A and hydrogeological analysis for a potential public water supply. A hydrogeological study is not imminent, and the Town may need to seek a new appropriation if it determines such study is advisable. As for a survey of the property the Town is to acquire, a survey is commonly considered to be "costs incidental and related to" the acquisition of real property, and such costs were a part of the Special Town Meeting vote on Article 3. As to the rollback taxes pursuant to Chapter 61, Massachusetts taxation statutes do not permit a waiver of such taxes. However, the Settlement Agreement provides that the costs of the taxes will be reflected in the purchase price, but "the Defendant [Railroad] shall pay the full amount of the roll-back taxes to the Town." Therefore, neither the Town nor the Board are "paying" the rollback taxes.

Finance Committee Review: The Town bylaws do require that the Finance Committee review appropriation articles and make recommendations to Town Meeting (which Town Meeting may follow or disregard). This is exactly what the Finance Committee did at the October 24, 2020 Special Town Meeting, however, and there is no new appropriation required to carry out acquiring Parcel A.

CONCLUSION

Throughout this litigation, the Plaintiffs have advanced a myriad of theories in hopes of prevailing in their claims – that the Board is not authorized to acquire the 130 acres under G.L. c.40, §14 but is under G.L. c.61, a statute that does not explicitly authorize acquisition; that the Board of Selectmen illegally "assigned" real property to the Railroad Defendants, in spite of not

owning said property; that the Board is violating Article 97 of the Massachusetts Constitution in conveying conservation property, although again with property the Town does not own; that the Board has an irrevocable and irreversible obligation to acquire the 130 acres, notwithstanding no vote authorizing acquisition and Massachusetts case law giving the Board the ultimate executive authority to decline to acquire real property; and even that the Town already legally and/or effectively owns the 130 acres, despite no purchase and sale agreement between the parties, no exchange of funds and no deed to said property changing hands. The Plaintiffs have also made veiled but clear insinuations that the Board has either been hoodwinked by the Railroad Defendants or are corruptly in league with them, allegations that are as slanderous as they are utterly without basis. Finally, the Plaintiffs approach their motion as if they have already been proven all claims, notwithstanding that the Appeals Court Single Justice found only that the Complaint presented a “substantial likelihood of success” on a single claim, i.e., that the October 24, 2020 Town Meeting vote on Article 3 did not actually authorize the Board to acquire any of the 130 acres.

Sifting through the chaff of Plaintiffs’ claims to the single dispositive claim properly before this honorable Court, the Town submits that there are two potential outcomes to that claim:

- (a) The October 24, 2020 Town Meeting votes authorized the Board of Selectmen to acquire the entire 155 acres of property at issue: The Town submits this is the proper result, and that in accordance with the Board’s executive authority, proper statutory interpretation and the Supreme Judicial Court’s reasoning in Russell v. Canton, the Board therefore had authority to enter into the Settlement Agreement as best promoting the public interest; or

(b) The October 24, 2020 Town Meeting vote on Article 3 did not authorize the Board to acquire the 130 acres of Chapter 61 forestland: The Town disagrees with this argument, but acknowledges that Appeals Court Justice Meade made this preliminary finding. If this honorable Court agrees with that determination, the Town requests that this Court further agree with Justice Meade that a new Town Meeting vote to authorize the Board to make the acquisitions pursuant to the Land Court Settlement Agreement would “render the transaction lawful” and resolve all outstanding issues in this litigation.

In conclusion, therefore, the Town and Board of Selectmen submit that this litigation is ripe for resolution on cross-motions for judgment on the pleadings, and that judgment should enter in favor of the Town of Hopedale and Board of Selectmen on Counts I, II and III.

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

By their attorney,



Brian W. Riley (BBO# 555385)
KP Law, P.C.
101 Arch Street
12th Floor
Boston, MA 02110-1109
(617) 556-0007
briley@k-plaw.com

Dated: May 17, 2021
763544/HOPD/0145

CERTIFICATE OF SERVICE

I, Brian W. Riley, hereby certify that on the below date, I served a copy of the foregoing Memorandum in Response to Plaintiffs' Motion for Judgment on the Pleadings and Cross-Motion for Judgment on the Pleadings on behalf of the Defendants Town of Hopedale, Louis J. Arcudi, III and Brian R. Keyes, by first class and electronic mail, to the following:

David E. Lurie, Esq.
Harley C. Racer, Esq.
Lurie Friedman LLP
One McKinley Square
Boston, MA 02109
dlurie@luriefriedman.com
hracer@luriefriedman.com

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



Brian W. Riley

Dated: May 17, 2021

763544/HOPD/0145



May 4, 2021

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

Re: Programming Advisory

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As part of that ongoing commitment to keep you informed, we wanted to update you on the following:

The distributor of Newsy Informed Comcast that effective June 30, 2021 the channel will cease operation as a traditional TV channel. It will continue to be available as part of the Xumo app.

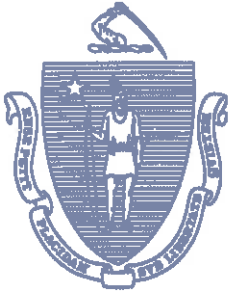
Customers are receiving notice of these changes in their bill.

Please feel free to contact me at Catherine_Maloney@cable.comcast.com should you have any questions.

Very truly yours,

Catherine Maloney

Catherine Maloney, Sr. Manager
Government Affairs



THE COMMONWEALTH OF MASSACHUSETTS
STATE RECLAMATION & MOSQUITO CONTROL BOARD
**CENTRAL MASSACHUSETTS
MOSQUITO CONTROL PROJECT**

111 Otis Street, Northborough, MA 01532 - 2414
Telephone (508) 393-3055 • Fax (508) 393-8492
www.cmmcp.org



COMMISSION CHAIRMAN
RICHARD DAY

EXECUTIVE DIRECTOR
TIMOTHY D. DESCHAMPS

May 17, 2021

Town of Hopedale
Board of Health
Hopedale, MA 01747

Central Massachusetts Mosquito Control Project personnel will be in your community to respond to residents' concerns about mosquitoes in their area on the following dates in June/July:

June 1, 7, 14, 21, 28

Any of the above dates are tentative, and all dates are subject to change due to weather conditions, mosquito populations, mosquito virus activity and/or special event spraying. This program will shut down when cool night time temperatures become predominant in the area. A detailed notice about our spray schedule is posted on the CMMCP phone system after 3:30 p.m. each day, and it is also listed on our website at <http://www.cmmcp.org>, click the "2021 Spray Schedule" button on the right. Please pay attention to the week of June 14th, as this schedule has been modified to ensure all communities are scheduled for service that week due to the new Juneteenth holiday

Requests for service may be recorded by calling the CMMCP office at (508) 393-3055 between 7:00 AM - 3:30 PM, Monday through Friday, or logging on to <http://www.cmmcp.org>. Results of these requests may initiate an application of mosquito insecticides to defined, site-specific areas of town. Such an application may be accomplished by using truck mounted equipment depending on the extent of the application.

Per 333CMR13.03(1)(a): "Wide Area Applications of pesticides and mosquito control applications of pesticides approved by the State Reclamation and Mosquito Control Board shall not be made to private property which has been designated for exclusion from such application by a person living on or legally in control of said property." For more information please check: <http://www.cmmcp.org> and click the "No Spray Info" button on the right.

Please list this information in the local newspapers and on the local cable access channels if possible. Thank you for your assistance.

Sincerely,

Timothy D. Deschamps

Executive Director

cc: City/Town Clerk
Police Department



Central Mass. Mosquito Control Project

www.cmmcp.org



TO: Hopedale Chief of Police
FROM: Timothy Deschamps, Executive Director
RE: 2021 Enhanced Larval Control program
DATE: May 19, 2021



NOTICE OF UPCOMING HELICOPTER APPLICATIONS OVER SELECTED WETLANDS IN YOUR COMMUNITY

Please be advised that the Central Mass. Mosquito Control Project (CMMCP) and North Fork Helicopters will perform aerial applications for larval mosquito control from **May 25-30, 2021**. These applications will occur in low-lying swampy areas (see attached map) where mosquito larvae can develop using a granular form of Spinosad (*Saccharopolyspora spinosa*), a certified organic, naturally occurring soil bacterium. This is the same program we performed in 2020 to reduce risk from the EEE virus.

Weather, especially high winds and rain, will determine the actual dates of application; we will contact your department prior to the application.

Please call (508) 393-3055 for more information, and please pass our information along to any residents that call with any questions. For more information please check our website at www.cmmcp.org.

cc: Hopedale Board of Health

###



UPTON

Town of Hopedale: Enhanced Larval Control for EEE Mitigation 2021

 *Cq. perturbans*

MILFORD



16

140

MENDON

GMMCP (2021)
Select features of this map courtesy of:
Office of Geographic Information (MassGIS),
Commonwealth of Massachusetts
Information Technology Division