

From: [Chris Kivior](#)
To: [Diana Schindler](#); [Hopedale Park Commission](#)
Subject: 12th Annual Larry Olsen 10K- Request for Approval
Date: Monday, June 13, 2022 6:35:32 PM
Attachments: [updated hpc usage and sign request form-2 220613 183203.pdf](#)

Good Afternoon,

Hope this email finds you doing well.

Please see attached completed form relative to the 11th Annual Larry Olsen 10K. It's proposed date this year contingent on BOS and Park Commission approval is September 24th 2022 (Saturday).

Per past years, registration would open at the Bath House at 8:30am. Though race staff/volunteers would arrive around 7am.

Race would kick off at 10am and awards would begin at 11:30am on the field next to the Bandstand (next to finish).

Race Course link...

<http://www.usatf.org/events/courses/maps/showMap.asp?courseID=MA17027JK>

If you could kindly add this item on your respective agendas (BOS & Park Commission) for your next business meeting, it would be appreciated. As always, please let me know if you have any questions.

Best,

Chris Kivior

LO10K Race Director

Hopedale Park Commission

P. O. Box 7 Town Hall, Hopedale, MA 01747
508-634-2203 x302 / parks@hopedale-ma.gov

Park Event Usage and Sign Form

Event Title: 12th Annual Larry Olsen 10K Classic
Event Date: 9/24/22, 10K Start - 10AM
Event details: 10K Race ending @ Band Stand.
2.2 miles through parklands main trail.

*** All FOOD VENDORS must contact the Board of Health for a 1-day food permit. 508-634-2203 x 222
Vendors using propane or open flame must contact the Hopedale Fire Department for a permit.

***Event Sign needed** Yes _____ Date of event _____ No

If yes please provide date time frame _____ and mark park location below

Parklands Bath House side of Hopedale Pond Town Park Phillips Field Adin Ballou Park

Event location

Town Park Ball field, playground, basketball court, tennis courts, bandstand, general use
 Phillips Field Soccer, softball, playground, general use
 Town Pond Bath House & beach, fishing, canoeing, kayaking (No gas motors)
 Parklands _____ Draper Field _____ Adin Ballou Park
____ Other: Please describe _____

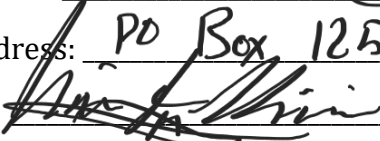
League/organization: _____ agrees to abide by the terms below.

Print Applicant name: Chris Kiviar

Phone number: 774-551-6654

Email address: Chriskiviar@gmail.com

Mailing Address: PO Box 125 - Milford, MA 01757

Signature: 

Date (s) requested: _____

Valid Insurance Binder received Yes ___ / No ___ Date: _____

USAGE FEE FOR THIS EVENT: _____ (non-refundable, due in full with signed agreement)

Payable to: Town of Hopedale - Parks. Deliver or mail to address above.

↳ 501(c)(3) Non-Profit
(Tri-Valley Front Runners)

1. Individual/organization to provide current/valid proof of insurance certificate specifically waiving the Town of Hopedale and the Park Commission from any incurred liability. This is an absolute requirement for Board approval.
2. Facility will be MAINTAINED as found. All trash and foreign objects will be disposed of properly following each event, game or practice.
3. Our facilities are typically surrounded by residences, so fostering a positive and cooperative working relationship with abutters, as well as maintaining an overall family-friendly atmosphere, is paramount. Foul language, loud behavior and/or excessive noise outside the normal scope of the activities by coaches, fans, or participants will not be tolerated.
4. No alcoholic beverages are allowed anywhere, at anytime, on the premises.
5. **Pets are not allowed** inside the Town Park, all park playground areas, Draper Field, Phillips Field; otherwise, town leash and poop-a-scoop bylaws will be observed at all times. The Park Commission and/or the Hopedale Police Dept. should be notified of any violations.
6. All schedules will be provided to the Park Commission in advance of season or event. All changes will be sent to the Park Commission for posting on the master online schedule.
7. Facilities close 1 hour after sunset unless specifically lighted, otherwise posted, or agreed to in advance with the HPC.

If placing an event sign, please signify that you have read and agree to comply with the sign placement guidelines on the website.

Mark one - Yes _____ No _____

The Park Commission reserves the right to deny any request that does not meet established guidelines, and to remove and dispose of any signs placed on Park grounds without Board approval.

All leagues/organizations who wish to use Hopedale Park Dept. facilities may be assessed an up-front usage or maintenance fee to be paid in full prior to league play. Park maintenance personnel will not provide services, equipment, or materials without a signed agreement and payment receipt as follows: Non-Compliance: Failure to comply with any of the above - 1st **offense**: written warning, 2nd **offense**: may result in loss of field and fine not more than 20% of usage fee, 3rd **offense**: fine, loss of Parks facility usage for 1 year.

Approval Date: _____

Park Commissioner

Park Commissioner

Park Commissioner

Ann M Williams
PO Box 258
S. Easton, MA 02375

June 2, 2022

Town Administrator
Town of Hopedale

Dear Diana,

I would like to inform you that I am resigning from my position as Principal Assessor for the Town of Hopedale, effective June 17, 2022.

I am truly grateful for the support and the opportunities that the Town of Hopedale has provided me during the last two (+) years.

If I can be of any assistance during this transition in order to facilitate the seamless passing of my responsibilities to my successor, please let me know. I would be glad to help however I can.

Sincerely,

Ann M Williams, MAA
Principal Assessor

Appointment Status Report

Expiration Date: 6/30/2022

	Inquiry Sent	Appt-Letter Sent	Appointment Date	Member Record Posted	New Expiration	Position	Term	Year 1
Assistant Building Inspector								
✓	Stephen Johnson	5/16/2022			6/30/2023	Acting		
Board of Assessors								
X	Donald Howes	5/16/2022			6/30/2025	Chair		Years 3
Board of Registrars								
	Joseph Drugan	5/16/2022			6/30/2025	Member		Years 3
	Lisa Pedrolì	5/16/2022			6/30/2025			
Building Commissioner & Zoning Enforcement Office								
✓	Timothy Aicardi	5/16/2022		7/19/2021	6/30/2023		Term	Year 1
Conservation Commission								
✓	Marcia Matthews	5/16/2022			6/30/2025	Member		Years 3
Constable								
	Mario Sousa Jr.	5/16/2022			6/30/2025		Term	Years 3
Council on Aging								
	Karen Kuligowski	5/16/2022			6/30/2025	Member	Term	Years 3
✓	Eileen Milaszewski	5/16/2022			6/30/2025	Member		
	Julia Manning	5/16/2022			6/30/2025	Member		
Cultural Council								
	Jean Hill	5/16/2022			6/30/2025	Member	Term	Years 3
	Jennene Pasquarosa	5/16/2022			6/30/2025	Member		
Disabilities Commission								
	Gerard Small	5/16/2022			6/30/2025	Chair	Term	Years 3
✓	Vincent Arone Jr.	5/16/2022			6/30/2025	Member		
Finance Committee								
✓	Dennis Madigan	5/16/2022			6/30/2025	Member	Term	Years 3
Historical Commission								
	Kelly Merchant	5/16/2022			6/30/2025	Member	Term	Years 3
	Federick Oldfield III	5/16/2022			6/30/2025	Member		
✓	James O'Malley	5/16/2022			6/30/2025	Member		

	Inquiry Sent	Appt-Letter Sent	Appointment Date	Member Record Posted	New Expiration	Position
Karen Pendleton	5/16/2022				6/30/2025	Member
Suzan Claramicoll	5/16/2022				6/30/2025	Co-Chair

Public Records Access Officer

	Inquiry Sent	Appt-Letter Sent	Appointment Date	Member Record Posted	New Expiration	Position	Term
Lisa Pedroll	5/17/2022				#Error		

Recreational Field Committee

	Inquiry Sent	Appt-Letter Sent	Appointment Date	Member Record Posted	New Expiration	Position	Term	Year 1
James Abbruzzese	5/16/2022			7/19/2021	6/30/2023	Co-Chair		
Derek Atherton	5/16/2022			7/19/2021	6/30/2023	Member		
✓ Jennifer McKeon	5/16/2022			7/19/2021	6/30/2023	Member		
✓ Michael Reynolds	5/16/2022			7/19/2021	6/30/2023	Member		

Zoning Board of Appeals

	Inquiry Sent	Appt-Letter Sent	Appointment Date	Member Record Posted	New Expiration	Position	Term	Years 3
Nick Alexander Sr.	5/16/2022				6/30/2025	Member		
Louis Costanza	5/16/2022				6/30/2025	Member		



ERIC A KINSHERF, CPA
Certified Public Accountants

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

YEAR-END LINE TRANSFER REQUEST

TOWN OF: Hopedale

TO THE OFFICE OF THE ACCOUNTANT:

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

Transfer From Account Name	Transfer From Account #	Transfer To Account Name	Transfer To Account #	Amount
Reserve Fund	01-132-5700-5780	EMS Department Expenses	01-231-5700-5780	\$ 20,000.00
Reserve Fund	01-132-5700-5780	Liability	01-945-5700-5740	\$ 100.00
Reserve Fund	01-132-5700-5780	Memorial Day	01-692-5200-5350	\$ 310.00
County Retirement Assessment	01-830-5620-5620	Workers Compensation	01-424-5200-5210	\$ 4,794.00
Health Insurance	01-915-5700-5740	Manager - Gasoline	01-123-5400-5480	\$ 10,000.00
Health Insurance	01-915-5700-5740	Manager - Telephone	01-123-5200-5341	\$ 2,500.00
Health Insurance	01-915-5700-5740	Legal	01-151-5200-5300	\$ 54,000.00
Health Insurance	01-915-5700-5740	Streetlights	01-424-5200-5210	\$ 10,000.00
Health Insurance	01-915-5700-5740	Town Hall - Heat	01-192-5200-5212	\$ 10,000.00
Health Insurance	01-915-5700-5740	Town Hall - Repairs & Maint	01-192-5200-5240	\$ 5,000.00

Reason for Transfer: Deficit Balances in Accounts at Year End

 Diana M. Schindler
Signature of Department Head

 June 24, 2022
Date

Signature of Chair, Select Board

Date

Signature of Chair, Finance Committee

Date



ERIC A KINSHERF, CPA
Certified Public Accountants

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

YEAR-END LINE TRANSFER REQUEST

TOWN OF: Hopedale- Bancroft Memorial Library

20-May-22


TO THE OFFICE OF THE ACCOUNTANT:

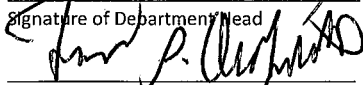
Request is hereby made for the following transfer between departmental appropriations in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B (non-expiring), of the Massachusetts General Laws:

Transfer From Account Name	Transfer From Account #	Transfer To Account Name	Transfer To Account #	Amount
Salary and Wages Permanent	01-610-5100-5110	Professional and Technical	01-610-5200-5300	\$ 1,400.00
Salary and Wages Permanent	01-610-5100-5110	Energy	01-610-5200-5210	\$ 4,900.00

Reason for Transfer:

Copier Lease is a 3 year contract. Budgeted funds did not include the monthly assessment "per copy" that is part of the contract.
Energy Costs continue to escalate, and these increases were not contemplated when the FY22 budget was submitted
See attached letter for additional context.



Signature of Department Head


Signature of Library Trustee Chair

20 May 2022

Date
May 21, 2022

Date

Signature of Board of Selectmen

Date

Signature of Finance Committee

Date



To: Select Board and Finance Committee, Town of Hopedale
From: Tricia Perry, Library Director, Bancroft Memorial Library
Re: Year-End Line Transfer Request
Date: 20 May 2022

Dear Select Board and Finance Committee Members:

As we approach our fiscal close for FY22, we have been closely monitoring specific budget lines that are tracking such that we anticipate that they will likely exceed budgeted allocations. At this time, we would request that a year-end line transfer be made to cover these anticipated overages using the library's salary and wages line, to ensure that we may pay all forthcoming expenses related to these specific lines. Based on known salary outlays, including payment of vacation time to Wendy Sullivan, who is officially retiring on June 30, 2022, we anticipate finishing the fiscal year with approximately \$14,000 excess capacity in the salary line. This is due largely to having the Library Director's position unfilled until mid-November.

The two areas of concern for expenses include Professional and Technical and Energy. The Library's contract with Toshiba for copier services is the source of the overage in expenses for the Professional/Technical line. Under the terms of the contract, there is a monthly service fee of \$138.91. There is also an additional "per copy" assessment for all copies. These charges are added to the monthly service fee but were not budgeted in the FY22 submittal. We have addressed this concern and have made adjustments for this in our FY23 budget. But for FY22, we would request that a transfer in the amount of \$1400 be made to cover estimated costs through the end of this fiscal year.

The other area of concern is the Energy line. As you know, energy costs have escalated quickly since February, and they continue to rise on a weekly basis. As the year has progressed, we have seen extreme fluctuations in temperature, and even with regular maintenance or corrective service calls, the HVAC systems are somewhat inefficient, and this has exacerbated the increase in costs for fuel and electricity. We have increased this line in our FY23 submittal, so we are hopeful that we will not be in a similar situation next May.

At this time, we respectfully request the transfer of a total of \$6300 as a year-end line transfer request. Thank you for your consideration. And if you would like any additional information, please do not hesitate to reach out.

Sincerely,

Tricia Perry
Library Director

cc: Library Trustees

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

TOWN OF HOPEDALE

ORDER OF TAKING

At a regularly convened meeting of the Select Board of the Town of Hopedale (the “Town”) held on this 27th day of June, 2022, it was voted and ordered as follows:

The Select Board of the Town of Hopedale, duly elected, qualified, and acting as such, on behalf of the Town and by virtue of and in accordance with the authority of the vote taken under Article 14 of the October 16, 2021 Special Town Meeting, a certified copy of which is attached hereto and incorporated herein, the provisions of Chapter 79 and Chapter 82, Sections 21-24 of the General Laws, and any and every other power and authority hereunto enabling it in any way, hereby takes, for all purposes for which public ways are used, including, without limitation, for the purpose of reconstructing the Mendon Street intersection (the “Project”), the following interests in, on and under certain parcels of land in Hopedale, Massachusetts, and shown more particularly on a plan entitled “Easement Plan of Land in the Town of Hopedale Worcester County Showing Location of Easements Taken for Streetscape & Pedestrian Improvements on Route 16,” dated October 14, 2021, prepared by BSC Group, Inc., recorded with the Worcester South District Registry of Deeds in Plan Book _____, Plan _____ and on a plan entitled “Taking Plan of Land Mendon Street (Route 16) By Hopedale Massachusetts,” dated May 18, 2022, prepared by BSC Group, Inc., recorded with the Worcester South District Registry of Deeds in Plan Book _____, Plan _____ (together, the “Plan), as set forth more particularly below:

1. Permanent easements in, on, over, under and along the parcels of land shown on the Plan as “Parcel E-1,” “Parcel E-2” and “Parcel E-3” (the “Permanent Easement Premises”) for any and all purposes for which public ways are used in the Town of Hopedale, together with attendant customary uses, including, without limitation, for the purposes of constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating, and abandoning in place rights of way, sidewalks, guardrails, support or retaining walls, signs, drains, utilities, fire hydrants, and any and all other structures and facilities related thereto.

2. Temporary construction easements in, on, over, under and along the parcels of land shown on the Plan as “Parcel TE-1” through “Parcel TE-2,” inclusive; “Parcel TE-4” through “Parcel TE-16,” inclusive and “Parcel TE-18” through “Parcel TE-20,” inclusive (collectively, the “Temporary Construction Easement Premises”), for the purpose of undertaking the Project, including, without limitation, constructing, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing roads, bridges, slopes of excavation and/or embankment and/or driveways, sidewalks, parking areas, retaining walls, stone walls, posts, fences, landscaping, loaming, planting trees, seeding, paving, and/or erosion

control, which temporary easements shall terminate automatically two (2) years from the date on which this Order of Taking is recorded with the Worcester South District Registry of Deeds without the necessity of recording any instrument with said Deeds. Nothing in this paragraph shall affect the permanent easements acquired by the Town hereunder.

The Town shall have the right to enter upon and pass over the Permanent Easement Premises and the Temporary Construction Easement Premises (collectively, the “Easement Premises”) from time to time, by foot, vehicle, or heavy equipment, for any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items within the Easement Premises for the purposes set forth herein. No temporary or permanent buildings, structures or other objects shall be constructed, installed or placed upon the Permanent Easement Premises or, for the duration of the temporary easements, within the Temporary Construction Easement Premises. The Town may assign such easements to or authorize use of such easement areas by any utility company.

The taking includes the right of the Town to remove any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder and/or for the purposes set forth herein. Utilities and related facilities located within the Easement Premises that are owned by private utility companies and easements held by private utility companies are not taken.

The parcels of land subject to said easements are owned or supposed to be owned and/or formerly owned by the parties listed in Schedule A, which parties are hereinafter collectively referred to as Owners. If in any instance the name of any Owner is not correctly stated, the names of the supposed Owners being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an Owner or Owners unknown to us.

The amount awarded as damages to the Owner or Owners of the parcels in accordance with the provisions of G.L. c. 79, §6, as amended, and to any other person or corporation having an interest therein, is set forth on Schedule B attached hereto and incorporated herein, but which shall not be recorded with the Worcester South District Registry of Deeds.

Betterments are not to be assessed under this taking.

[Signature Page Follows]

IN WITNESS WHEREOF, we, the duly elected and authorized members of the Hopedale Select Board have hereunto set our hands and seals on this 15th day of June, 2022.

TOWN OF HOPEDALE,
By its Select Board

Glenda A. Hazard, Chair

Brian R. Keyes, Member

Bernard J. Stock, Member

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 27th day of June, 2022, before me, the undersigned notary public, personally appeared _____, member(s) of the Hopedale Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Hopedale.

Notary Public
My Commission Expires:

SCHEDULE A

Owners

Owner(s): Lee A. Alexander and Antea V. Alexander
Interests Taken: Parcel TE-1 (457± S.F.)
Property Address: 131-133 Mendon Street, Hopedale, Massachusetts
Mailing Address: 131-133 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 65171, Page 381

Owner(s): Jason G. MacDonald and Cheryl L. MacDonald
Interests Taken: Parcel TE-2 (1,364± S.F.)
Property Address: 127 Mendon Street, Hopedale, Massachusetts
Mailing Address: 127-129 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 19948, Page 141

Owner(s): CFI Propco 2, LLC
Interests Taken: Parcel E-1 (357± S.F.) and Parcel TE-4 (3,417± S.F.)
Property Address: 125 Mendon Street, Hopedale, Massachusetts
Mailing Address: 165 Flanders Road, Westborough, MA 01581
Deed Reference: Worcester South District Registry of Deeds, Book 62324, Page 272

Owner(s): Michael Stone
Interests Taken: Parcel TE-5 (2,300± S.F.)
Property Address: 113 Mendon Street, Hopedale, Massachusetts
Mailing Address: PO Box 3, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 8563, Page 267

Owner(s): Mina A. Gaber, Trustee of the 105-107 Mendon Street Nominee Trust
Interests Taken: Parcel TE-6 (1,299± S.F.)
Property Address: 105-107 Mendon Street, Hopedale, Massachusetts
Mailing Address: 113 Whitehall Way, Bellingham, MA 02019
Deed Reference: Worcester South District Registry of Deeds, Book 61676, Page 140

Owner(s): Joseph H. Ault
Interests Taken: Parcel TE-7 (163± S.F.)
Property Address: 99 Mendon Street, Hopedale, Massachusetts
Mailing Address: 99 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, 39648, Page 250

Owner(s): Richard E. White, Trustee of The Buddaboom Family Trust
Interests Taken: Parcel TE-8 (205± S.F.)
Property Address: 96 Mendon Street, Hopedale, Massachusetts
Mailing Address: PO Box 291, Wrentham, MA 02093
Deed Reference: Worcester South District Registry of Deeds, Book 61176, Page 308

Owner(s): Louis J. Constanza
Interests Taken: Parcel TE-9 (470± S.F.)
Property Address: 104 Mendon Street, Hopedale, Massachusetts
Mailing Address: 104 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, 37449, Page 379

Owner(s): Boonyarit Junsing and Achara Urairam
Interests Taken: Parcel TE-10 (899± S.F.)
Property Address: 106 Mendon Street, Hopedale, Massachusetts
Mailing Address: 106 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 64947, Page 126

Owner(s): William R. Petro and Jillian M. Petro
Interests Taken: Parcel E-2 (162± S.F.) and Parcel TE-11 (1,085± S.F.)
Property Address: 112 Mendon Street, Hopedale, Massachusetts
Mailing Address: 112 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 61457, Page 210

Owner(s): Allison V. Brown-Morin
Interests Taken: Parcel TE-12 (456± S.F.)
Property Address: 141 Hopedale Street, Hopedale, Massachusetts
Mailing Address: 141 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 51706, Page 115

Owner(s): Kevin Vanzile and Lori Vanzile
Interests Taken: Parcel TE-13 (284± S.F.)
Property Address: 140 Hopedale Street, Hopedale, Massachusetts
Mailing Address: 140 Hopedale Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 18854, Page 345

Owner(s): Virginio C. Sardinha, Trustee of V. Sardinha Realty Trust
Interests Taken: Parcel TE-14 (480± S.F.)
Property Address: 138 Hopedale Street, Hopedale, Massachusetts
Mailing Address: 9 West Hill Road, Mendon, MA 01756
Deed Reference: Worcester South District Registry of Deeds, Book 57586, Page 223

Owner(s): Virginio C. Sardinha, Trustee of V. Sardinha Realty Trust
Interests Taken: Parcel E-3 (191± S.F.) and Parcel TE-15 (1,524± S.F.)
Property Address: 114-116 Mendon Street, Hopedale, Massachusetts
Mailing Address: 9 West Hill Road, Mendon, MA 01756
Deed Reference: Worcester South District Registry of Deeds, Book 54707, Page 277

Owner(s): Virginio C. Sardinha, Trustee of V. Sardinha Realty Trust
Interests Taken: Parcel TE-16 (1,246± S.F.)
Property Address: 124 Mendon Street, Hopedale, Massachusetts
Mailing Address: 9 West Hill Road, Mendon, MA 01756
Deed Reference: Worcester South District Registry of Deeds, Book 54707, Page 280

Owner(s): Paul Derocher and Heather Derocher
Interests Taken: Parcel TE-18 (555± S.F.)
Property Address: 126 Mendon Street, Hopedale, Massachusetts
Mailing Address: 126 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 43277, Page 1

Owner(s): Owner Unknown
Interests Taken: Parcel TE-19 (83± S.F.)
Property Address:
Mailing Address:
Deed Reference: Worcester South District Registry of Deeds, Book _____, Page _____

Owner(s): J&M and Sons, Inc.
Interests Taken: Parcel TE-20 (278± S.F.)
Property Address: 130 Mendon Street, Hopedale, Massachusetts
Mailing Address: 130 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 18587, Page 304

NOT TO BE RECORDED WITH THE REGISTRY OF DEEDS

SCHEDULE B

Damages Awards

Owner(s): Lee A. Alexander and Antea V. Alexander
Interests Taken: Parcel TE-1 (457± S.F.)
Property Address: 131-133 Mendon Street, Hopedale, Massachusetts
Mailing Address: 131-133 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 65171, Page 381
Damages Award: \$1,300

Owner(s): Jason G. MacDonald and Cheryl L. MacDonald
Interests Taken: Parcel TE-2 (1,364± S.F.)
Property Address: 127 Mendon Street, Hopedale, Massachusetts
Mailing Address: 127-129 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 19948, Page 141
Damages Award: \$3,700

Owner(s): CFI Propco 2, LLC
Interests Taken: Parcel E-1 (357± S.F.) and Parcel TE-4 (3,417± S.F.)
Property Address: 125 Mendon Street, Hopedale, Massachusetts
Mailing Address: 165 Flanders Road, Westborough, MA 01581
Deed Reference: Worcester South District Registry of Deeds, Book 62324, Page 272
Damages Award: \$14,800

Owner(s): Mina A. Gaber, Trustee of the 105-107 Mendon Street Nominee Trust
Interests Taken: Parcel TE-6 (1,299± S.F.)
Property Address: 105-107 Mendon Street, Hopedale, Massachusetts
Mailing Address: 113 Whitehall Way, Bellingham, MA 02019
Deed Reference: Worcester South District Registry of Deeds, Book 61676, Page 140
Damages Award: \$3,700

Owner(s): Joseph H. Ault
Interests Taken: Parcel TE-7 (163± S.F.)
Property Address: 99 Mendon Street, Hopedale, Massachusetts
Mailing Address: 99 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, 39648, Page 250
Damages Award: \$400

Owner(s): Richard E. White, Trustee of The Buddaboom Family Trust
Interests Taken: Parcel TE-8 (205± S.F.)
Property Address: 96 Mendon Street, Hopedale, Massachusetts
Mailing Address: PO Box 291, Wrentham, MA 02093
Deed Reference: Worcester South District Registry of Deeds, Book 61176, Page 308
Damages Award: \$600

Owner(s): Louis J. Constanza
Interests Taken: Parcel TE-9 (470± S.F.)
Property Address: 104 Mendon Street, Hopedale, Massachusetts
Mailing Address: 104 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, 37449, Page 379
Damages Award: \$1,300

Owner(s): Boonyarit Junsing and Achara Urairam
Interests Taken: Parcel TE-10 (899± S.F.)
Property Address: 106 Mendon Street, Hopedale, Massachusetts
Mailing Address: 106 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 64947, Page 126
Damages Award: \$2,500

Owner(s): William R. Petro and Jillian M. Petro
Interests Taken: Parcel E-2 (162± S.F.) and Parcel TE-11 (1,085± S.F.)
Property Address: 112 Mendon Street, Hopedale, Massachusetts
Mailing Address: 112 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 61457, Page 210
Damages Award: \$7,200

Owner(s): Allison V. Brown-Morin
Interests Taken: Parcel TE-12 (456± S.F.)
Property Address: 141 Hopedale Street, Hopedale, Massachusetts
Mailing Address: 141 Mendon Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 51706, Page 115
Damages Award: \$1,300

Owner(s): Kevin Vanzile and Lori Vanzile
Interests Taken: Parcel TE-13 (284± S.F.)
Property Address: 140 Hopedale Street, Hopedale, Massachusetts
Mailing Address: 140 Hopedale Street, Hopedale, MA 01747
Deed Reference: Worcester South District Registry of Deeds, Book 18854, Page 345
Damages Award: \$800

Owner(s): Virginio C. Sardinha, Trustee of V. Sardinha Realty Trust
Interests Taken: Parcel TE-14 (480± S.F.)
Property Address: 138 Hopedale Street, Hopedale, Massachusetts
Mailing Address: 9 West Hill Road, Mendon, MA 01756
Deed Reference: Worcester South District Registry of Deeds, Book 57586, Page 223
Damages Award: \$1,400

Owner(s): Virginio C. Sardinha, Trustee of V. Sardinha Realty Trust
Interests Taken: Parcel E-3 (191± S.F.) and Parcel TE-15 (1,524± S.F.)
Property Address: 114-116 Mendon Street, Hopedale, Massachusetts
Mailing Address: 9 West Hill Road, Mendon, MA 01756

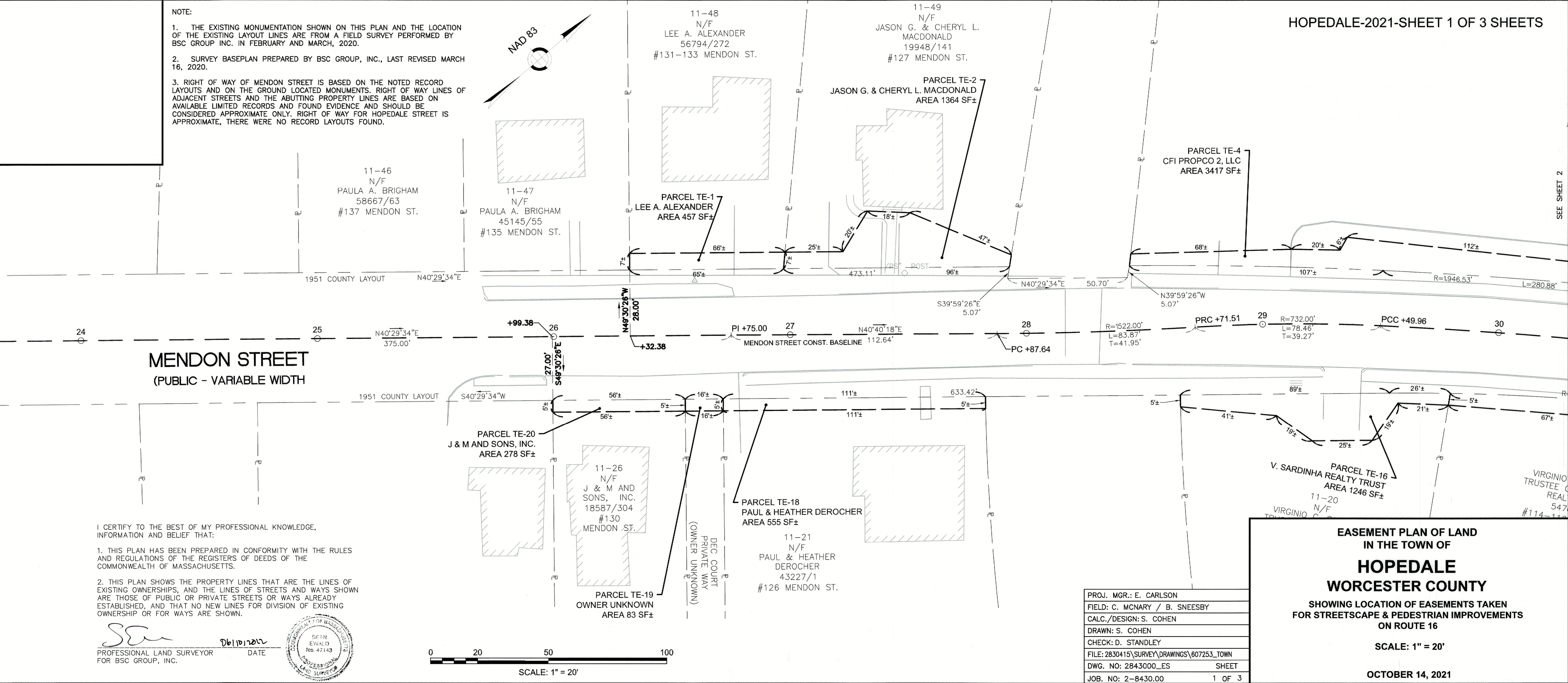
Deed Reference: Worcester South District Registry of Deeds, Book 54707, Page 277
Damages Award: \$9,700

Owner(s): Virginio C. Sardinha, Trustee of V. Sardinha Realty Trust
Interests Taken: Parcel TE-16 (1,246± S.F.)
Property Address: 124 Mendon Street, Hopedale, Massachusetts
Mailing Address: 9 West Hill Road, Mendon, MA 01756
Deed Reference: Worcester South District Registry of Deeds, Book 54707, Page 280
Damages Award: \$3,400

Owner(s): Owner Unknown
Interests Taken: Parcel TE-19 (83± S.F.)
Property Address:
Mailing Address:
Deed Reference: Worcester South District Registry of Deeds, Book ____, Page ____
Damages Award: \$200

NOTE:

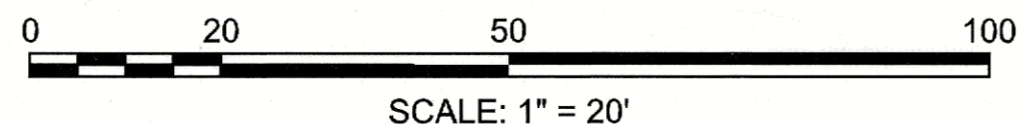
- 1. THE EXISTING MONUMENTATION SHOWN ON THIS PLAN AND THE LOCATION OF THE EXISTING LAYOUT LINES ARE FROM A FIELD SURVEY PERFORMED BY BSC GROUP INC. IN FEBRUARY AND MARCH, 2020.
- 2. SURVEY BASEPLAN PREPARED BY BSC GROUP, INC., LAST REVISED MARCH 16, 2020.
- 3. RIGHT OF WAY OF MENDON STREET IS BASED ON THE NOTED RECORD LAYOUTS AND ON THE GROUND LOCATED MONUMENTS. RIGHT OF WAY LINES OF ADJACENT STREETS AND THE ABUTTING PROPERTY LINES ARE BASED ON AVAILABLE LIMITED RECORDS AND FOUND EVIDENCE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. RIGHT OF WAY FOR HOPEDALE STREET IS APPROXIMATE, THERE WERE NO RECORD LAYOUTS FOUND.



I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT:

1. THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
2. THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR WAYS ARE SHOWN.

[Signature]
 PROFESSIONAL LAND SURVEYOR
 FOR BSC GROUP, INC.



PROJ. MGR.:	E. CARLSON
FIELD:	C. MCNARY / B. SNEESBY
CALC./DESIGN:	S. COHEN
DRAWN:	S. COHEN
CHECK:	D. STANDLEY
FILE:	2830415\SURVEY\DRAWINGS\607253_TOWN
DWG. NO:	2843000_ES
JOB. NO:	2-8430.00
SHEET	1 OF 3

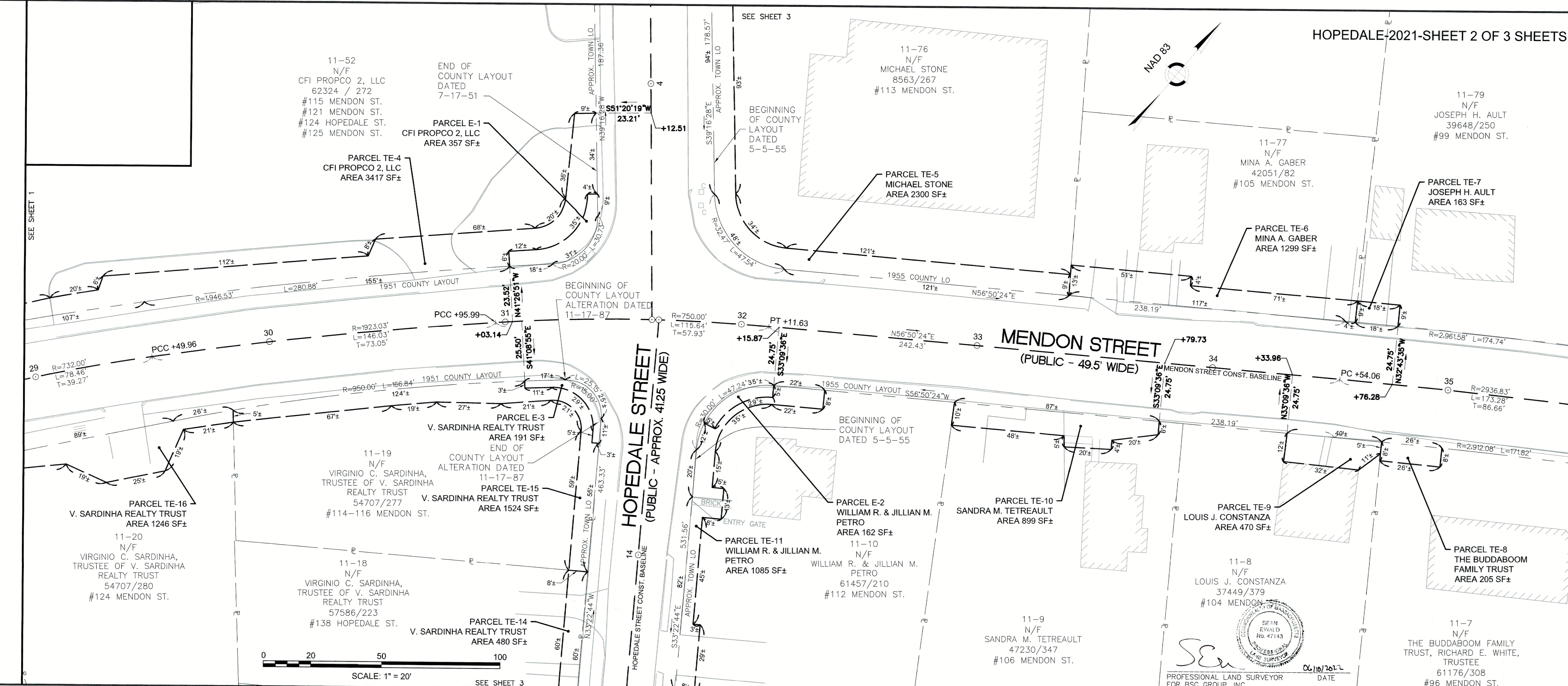
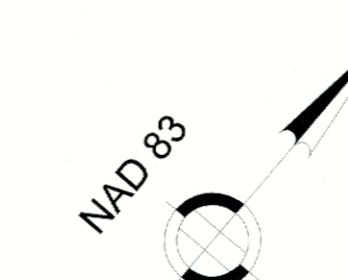
**EASEMENT PLAN OF LAND
 IN THE TOWN OF
 HOPEDALE
 WORCESTER COUNTY**

**SHOWING LOCATION OF EASEMENTS TAKEN
 FOR STREETScape & PEDESTRIAN IMPROVEMENTS
 ON ROUTE 16**

SCALE: 1" = 20'

OCTOBER 14, 2021

SEE SHEET 2



11-52
N/F
CFI PROPCO 2, LLC
62324 / 272
#115 MENDON ST.
#121 MENDON ST.
#124 HOPEDALE ST.
#125 MENDON ST.

END OF
COUNTY LAYOUT
DATED
7-17-51
PARCEL E-1
CFI PROPCO 2, LLC
AREA 357 SF±

PARCEL TE-4
CFI PROPCO 2, LLC
AREA 3417 SF±

11-76
N/F
MICHAEL STONE
8563/267
#113 MENDON ST.

BEGINNING
OF COUNTY
LAYOUT
DATED
5-5-55

PARCEL TE-5
MICHAEL STONE
AREA 2300 SF±

11-77
N/F
MINA A. GABER
42051/82
#105 MENDON ST.

PARCEL TE-6
MINA A. GABER
AREA 1299 SF±

11-79
N/F
JOSEPH H. AULT
39648/250
#99 MENDON ST.

PARCEL TE-7
JOSEPH H. AULT
AREA 163 SF±

11-19
N/F
VIRGINIO C. SARDINHA,
TRUSTEE OF V. SARDINHA
REALTY TRUST
54707/277
#114-116 MENDON ST.

PARCEL E-3
V. SARDINHA REALTY TRUST
AREA 191 SF±
END OF
COUNTY LAYOUT
ALTERATION DATED
11-17-87
PARCEL TE-15
V. SARDINHA REALTY TRUST
AREA 1524 SF±

PARCEL TE-16
V. SARDINHA REALTY TRUST
AREA 1246 SF±

11-20
N/F
VIRGINIO C. SARDINHA,
TRUSTEE OF V. SARDINHA
REALTY TRUST
54707/280
#124 MENDON ST.

11-18
N/F
VIRGINIO C. SARDINHA,
TRUSTEE OF V. SARDINHA
REALTY TRUST
57586/223
#138 HOPEDALE ST.

PARCEL TE-14
V. SARDINHA REALTY TRUST
AREA 480 SF±

PARCEL E-2
WILLIAM R. & JILLIAN M.
PETRO
AREA 162 SF±

11-10
N/F
WILLIAM R. & JILLIAN M.
PETRO
61457/210
#112 MENDON ST.

PARCEL TE-11
WILLIAM R. & JILLIAN M.
PETRO
AREA 1085 SF±

PARCEL TE-10
SANDRA M. TETREAU
AREA 899 SF±

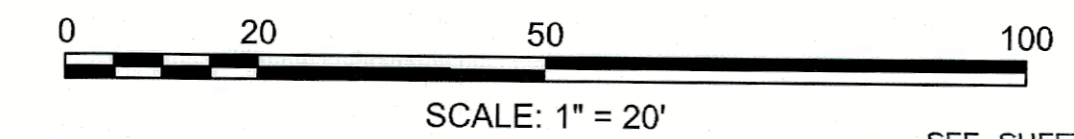
11-9
N/F
SANDRA M. TETREAU
47230/347
#106 MENDON ST.

PARCEL TE-9
LOUIS J. CONSTANZA
AREA 470 SF±

11-8
N/F
LOUIS J. CONSTANZA
37449/379
#104 MENDON ST.

PARCEL TE-8
THE BUDDABOOM
FAMILY TRUST
AREA 205 SF±

11-7
N/F
THE BUDDABOOM FAMILY
TRUST, RICHARD E. WHITE,
TRUSTEE
61176/308
#96 MENDON ST.



SEAN
EWALD
No. 47143
PROFESSIONAL
LAND SURVEYOR
DATE
02/10/2022

PROFESSIONAL LAND SURVEYOR
FOR BSC GROUP, INC.

HOPEDALE STREET
(PUBLIC - APPROX. 41.25' WIDE)

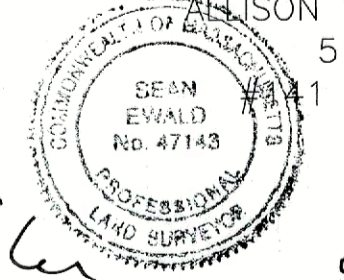
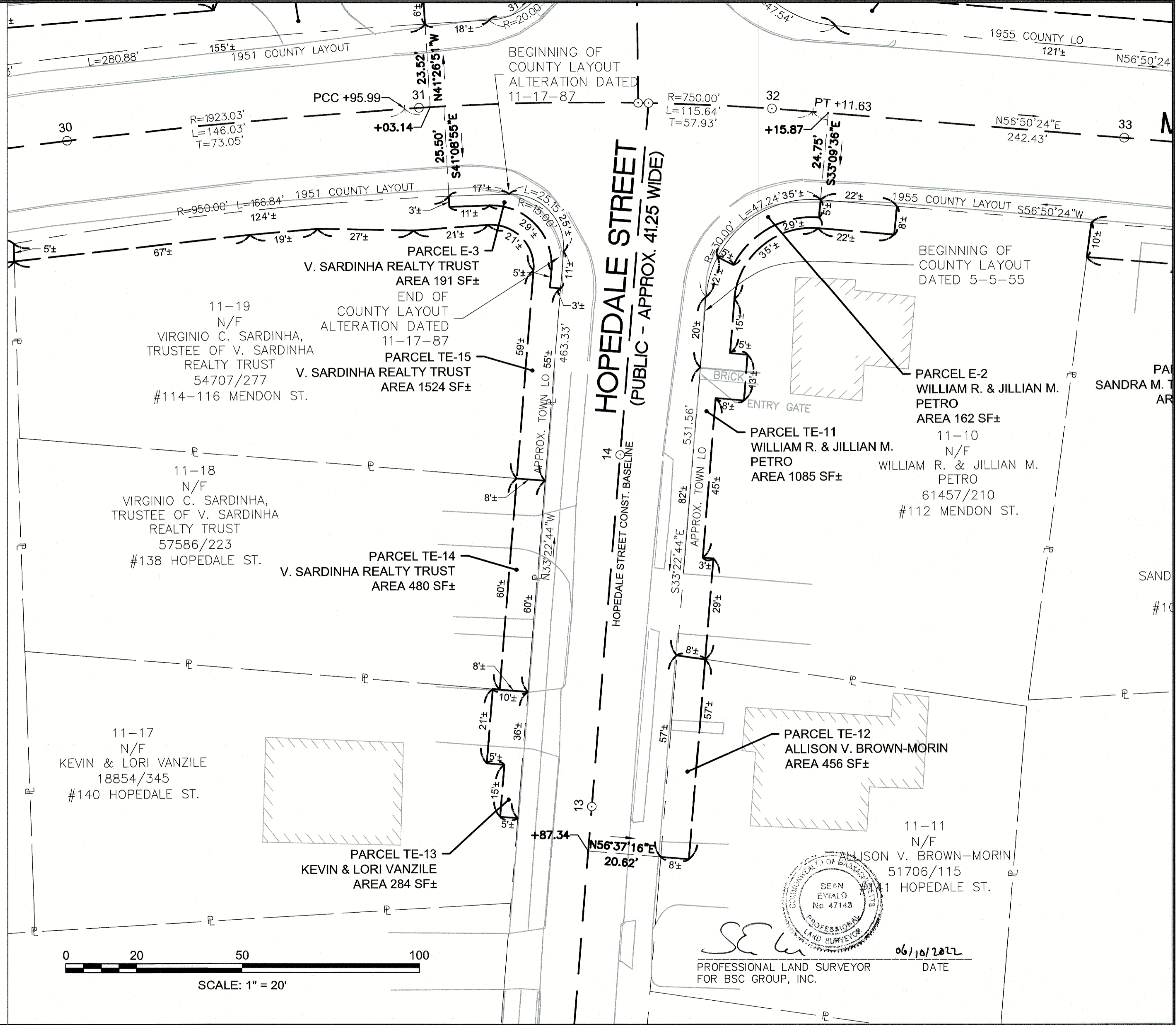
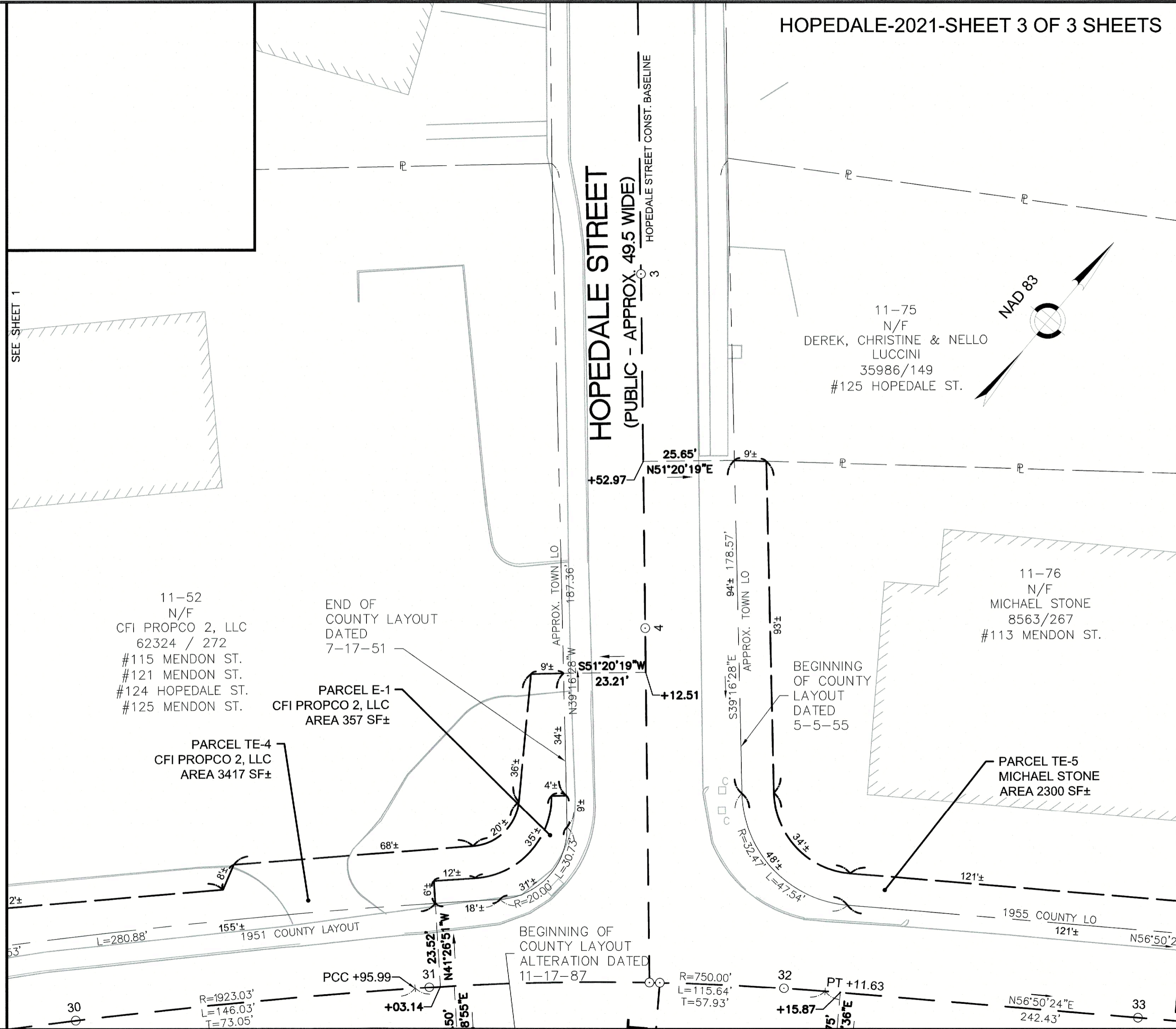
MENDON STREET
(PUBLIC - 49.5' WIDE)

SEE SHEET 3

SEE SHEET 1

SEE SHEET 3

HOPEDALE-2021-SHEET 3 OF 3 SHEETS

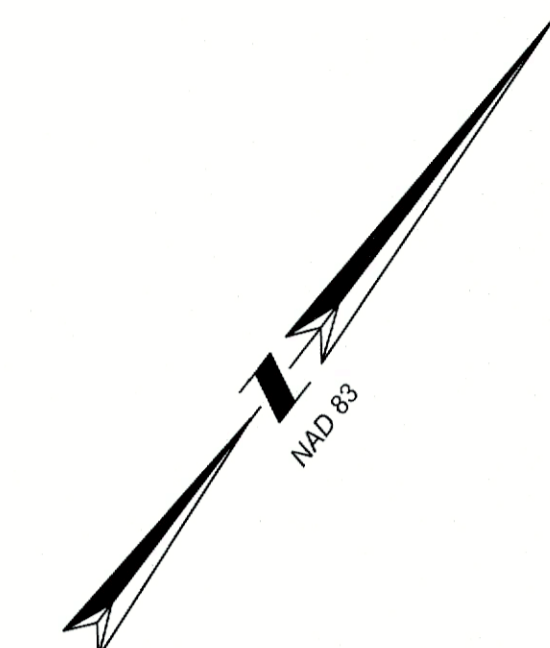


SEAN EWALD
PROFESSIONAL LAND SURVEYOR
FOR BSC GROUP, INC. DATE 06/10/2022

11-52
N/F
V.S.H. REALTY, INC.
(CUMBERLAND FARMS, INC.)
7764/90
#115 MENDON ST.

11-76
N/F
MICHAEL STONE
8563/267
#113 MENDON ST.

11-10
N/F
WILLIAM R. & JILLIAN M. PETRO



FOR REGISTRY USE ONLY

TAKING
PLAN OF LAND
MENDON STREET (ROUTE 16)
IN
HOPEDALE
MASSACHUSETTS
(WORCESTER COUNTY)

SHOWING PERMANENT
HIGHWAY EASEMENTS

MAY 18, 2022

OWNED BY & PREPARED FOR:
TOWN OF HOPEDALE
78 HOPEDALE STREET
HOPEDALE, MA 01747

BSC GROUP
33 Waldo Street
Worcester, Massachusetts
01608
508 792 4500

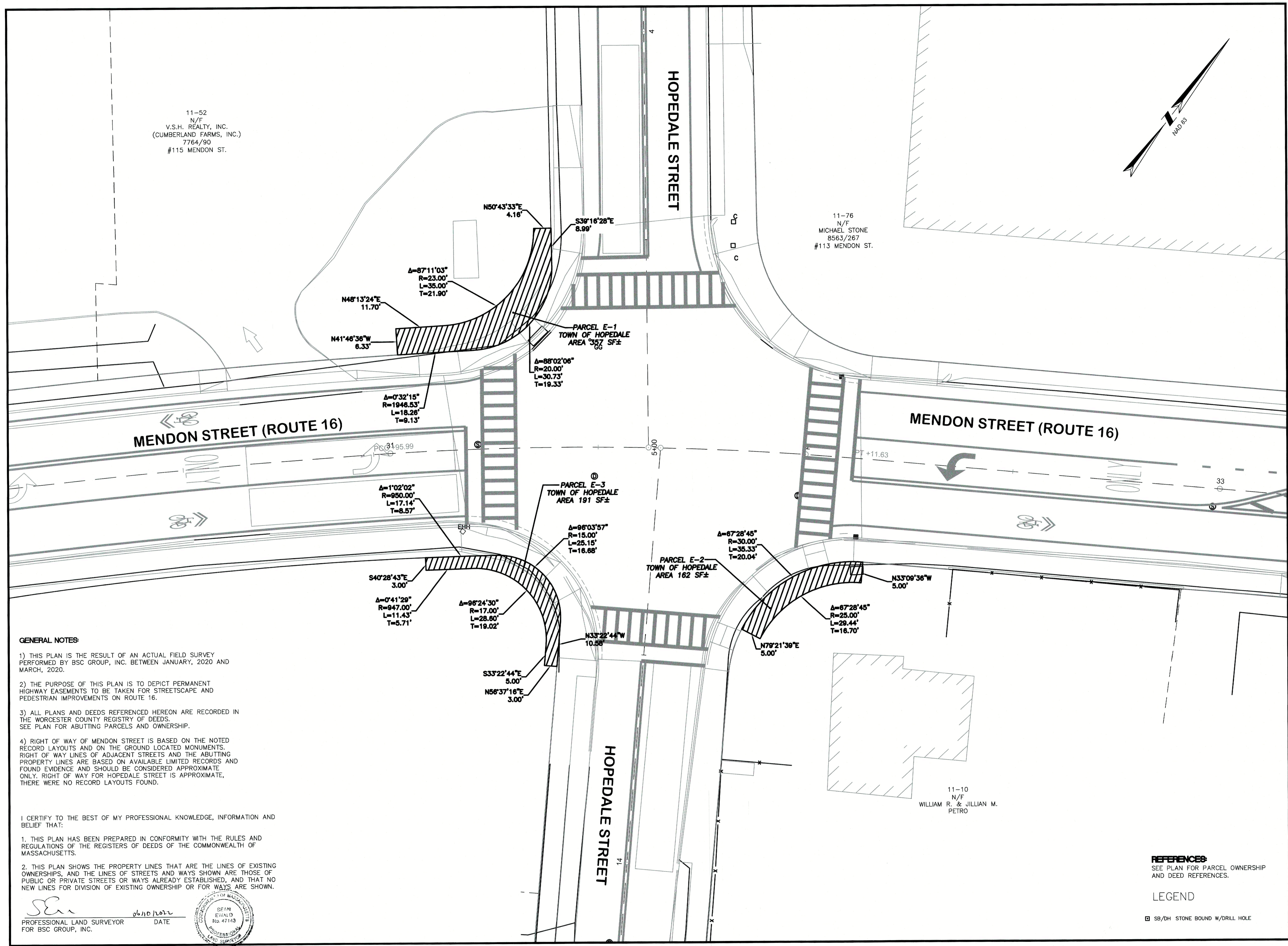
© 2020 BSC Group, Inc.
SCALE: 1" = 10'
0 5 10 20 FEET

PROJ. MGR.: S.CASEY
FIELD: J. PINTAVALLE, P.MORIN, B.SNEESBY
CALC./DESIGN: S.CASEY
DRAWN: R.LADD
CHECK: S.CASEY
FILE: Projects-BOS\2843000\Transportation
DWG.: 2843000_SV SHEET
JOB. NO: 2843000 1 OF 1

REFERENCES:
SEE PLAN FOR PARCEL OWNERSHIP
AND DEED REFERENCES.

LEGEND

SB/DH STONE BOUND W/DRILL HOLE



GENERAL NOTES:

- 1) THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED BY BSC GROUP, INC. BETWEEN JANUARY, 2020 AND MARCH, 2020.
- 2) THE PURPOSE OF THIS PLAN IS TO DEPICT PERMANENT HIGHWAY EASEMENTS TO BE TAKEN FOR STREETScape AND PEDESTRIAN IMPROVEMENTS ON ROUTE 16.
- 3) ALL PLANS AND DEEDS REFERENCED HEREON ARE RECORDED IN THE WORCESTER COUNTY REGISTRY OF DEEDS. SEE PLAN FOR ABUTTING PARCELS AND OWNERSHIP.
- 4) RIGHT OF WAY OF MENDON STREET IS BASED ON THE NOTED RECORD LAYOUTS AND ON THE GROUND LOCATED MONUMENTS. RIGHT OF WAY LINES OF ADJACENT STREETS AND THE ABUTTING PROPERTY LINES ARE BASED ON AVAILABLE LIMITED RECORDS AND FOUND EVIDENCE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. RIGHT OF WAY FOR HOPEDALE STREET IS APPROXIMATE, THERE WERE NO RECORD LAYOUTS FOUND.

I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT:

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2. THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR WAYS ARE SHOWN.

[Signature]
PROFESSIONAL LAND SURVEYOR
DATE: 06/10/2022

LEASE AGREEMENT

This Agreement made as of this 1st day of August, 2022 between the Town of Hopedale, a municipal corporation under Massachusetts Law, Town Hall, Hopedale, Massachusetts (hereinafter called the "Lessor") of one part, and **Richard R. Yancey d/b/a Beyond Full Cafe, 15 Regan Road, Milford, Massachusetts** (hereinafter called the "Lessee" which expression shall include their executors, administrators and assigns where the context so admits) of the other part.

WITNESSETH

- 1. PREMISES AND USE:** That in consideration of the covenants and agreements of the Lessee hereinafter set forth, the Lessor does hereby lease to said Lessee the following described real estate located in the Town of Hopedale (the "Premises"), to wit:

Approximately five hundred fifty (550) square feet of floor space located on the first floor of the Hopedale Town Hall building for use as a restaurant only and restaurant related activities and functions. This use does not include the right to prepare food in such a manner as to cause disagreeable odors to permeate to other offices in the building. No other space in the building is included in the lease except for the storage area located in the portion of the basement of the building, which portion the parties understand is the storage area currently used by the Lessee, for Lessee's exclusive use as a storage area. Lessee shall also be permitted a seasonal patio area for outside dining.

- 2. TERM:** To have and to hold the same for the term commencing July 1, 2022 and ending June 30, 2024. Both parties acknowledge that plans are underway to renovate the Town Hall, which renovations may occur during the term of this Lease. Lessor shall have the absolute right to either, upon one hundred twenty (120) days written notice to Lessee: (1) notify Lessee that, during said renovations, the lease shall be suspended, pending completion of said renovations, whereupon, upon completion, Lessor shall designate the same or relocated Premises within the Town Hall, at a location, and on such other terms and conditions as Lessor shall determine, in its sole discretion; or (2) notify Lessee that, in consequence of said renovations, the lease shall be terminated commencing one hundred twenty (120) days from said written notice. Lessee may, in the event of a suspension of the lease, by giving written notice to Lessor, within said one hundred twenty (120) day period, terminate the lease, effective thirty (30) days from the date of said notice to Lessor. Lessor shall not be responsible for an interruption or cessation of the Lessee's operations or for Lessee's costs of relocation either within the Town Hall or elsewhere as a result of the suspension or termination of the lease, and Lessee hereby releases Lessor from any and all claims for damages associated therewith.
- 3. RENT:** Yielding and paying therefore during said term in monthly installments of **\$750.00** each month during the first year of the lease, and **\$750.00** each month during the second year of the lease. All rents are due and payable on the 1st day of current month. During any period of suspension of this lease, Lessee shall not be responsible for the payment of rent.

4. **HEAT:** Lessor agrees at its own expense to furnish a sufficient supply of heat to the Premises during the usual business hours of the Lessor. Both parties acknowledge that the Town Hall is heated during normal business hours only.
5. **TAXES AND UTILITIES:** Lessor agrees to pay all real estate taxes which may be assessed against the Premises. All other taxes and all charges for electricity, gas, water, telephone, sewer and all other utilities, assessed or incurred against the personal property on the Premises or in connection with the use of the Premises shall be paid by the Lessee.
6. **REPAIRS:** Lessee agrees to keep the interior of the Premises and all improvements thereon in good order and repair at the Lessee's expense, reasonable wear and tear excepted.
7. **SURRENDER:** Upon expiration or earlier termination of this lease, the Lessee agrees to surrender the Premises in the same condition as on the date hereof, reasonable wear and tear excepted.
8. **ASSIGNMENT AND SUBLETTING:** Lessee agrees not to assign or sublet the Premises or any portion thereof without the prior written consent of the Lessor, which may be withheld in Lessor's sole and absolute discretion.
9. **INDEMNIFICATION:** The Lessee agrees to defend, indemnify and hold the Lessor harmless against injury, loss or damage to any person or property on said Premises or resulting from the use and occupancy thereof except to the extent that the same is directly caused by the omission, fault, negligence or misconduct of the Lessor. In addition and subject to the same exception, the Lessee agrees to defend, indemnify and hold the Lessor harmless against injury, loss or damage to any person or property resulting from use of those portions of the Town Hall building other than the Premises by Lessee or Lessee's customers and invitees during those times when the building is not open for municipal business.

This clause is subject to the provisions of M.G.L. Ch. 186, section 15 and decisions thereunder, to the extent the same is applicable and in force, and Lessee agrees to immediately effect and continue in force public liability coverage in a form satisfactory to the Lessor which policy shall contain limits of not less than \$500,000 per occurrence for bodily injuries and \$500,000.00 for damage to the Premises, in which policy the Lessor shall be named as co-insured, and furnish a certificate showing same. The Lessee shall provide a policy of workers compensation under M.G.L. Ch. 152. Copies of both policies shall be provided to the Town Administrator on or before the renewal date of the lease, and on an annual basis thereafter. The provisions of this section shall survive the expiration or earlier termination of this Lease.

10. RIGHT OF ENTRY: The Lessor, its agents or employees, shall have the right to enter upon the said Premises at all reasonable times to view the same to determine if the terms and conditions of this Agreement are satisfied, to make repairs to the building or the Premises when necessary without determination as to whether or not said repairs are the obligation of the Lessor or Lessee; to show the building to others at reasonable times, and, at any time within sixty (60) days before the expiration of the term, may affix to any suitable part of the Premises a notice for the renting or sale of same and keep said affixed without hindrance or molestation.

11. CONDITIONS OF OPERATION:

A. A person-in-charge shall be present during all hours of operation when open to the public. That person's name shall be furnished to the Town Administrator within thirty (30) days of this Agreement and within one (1) week after any subsequent change in the identity of the person-in-charge

B. Public hours of operation shall be 6:00 a.m. to 10:00 p.m. Monday through Sunday inclusive.

C. The Town Hall exit/entrance corridor(s) is to remain closed at all times. Both kitchen and restaurant doors are to remain closed except during hours of operation. No supplies, equipment, or food stuffs are to be left in the hallway except during actual deliveries and then only for the minimum amount of time necessary. No food preparation activities are to be conducted in the hallway.

D. Restrooms are located on the lower level and shall be available to the public without requiring keys. Lessee is responsible for the use of and damage to Town Hall restrooms if damage occurs from patrons of the restaurant. Lessee shall ensure that all doors to the establishment are secured before leaving the building.

E. Lessee shall provide separate rubbish disposal and grease disposal containers, at its own expense, for the full term of the lease. Such containers shall be located at the far rear of the parking lot behind Town Hall.

F. Lessee shall maintain a quality exhaust system and shall maintain such fire protection equipment as may be required from time to time by the Chief of the Fire Department, or Lessor's insurance carrier. Proof of maintenance shall be furnished to Lessor when required.

G. No "juke box" shall be permitted on the Premises.

H. No exterior signs shall be permitted on the Premises, except with the express written consent of the Lessor. Placards may be placed in the windows. Interior neon signage is permitted.

I. No other trade or occupation shall be carried on at the Premises. No use shall be made of the Premises which is unlawful, improper, noisy, offensive, and injurious to any person or property, or contrary to law or by-law of the Town of Hopedale.

J. Any alterations or renovations made after the date of this Agreement must have prior express written consent of the Lessor.

K. Lessee may maintain and use the fryolator commencing at 10:00 a.m. and ending 45 minutes before manager and staff close and vacate the Premises for the day. Use of the fryolator shall be supervised by one of the managers. Lessee shall provide for regular cleaning of the fryolator and furnish proof of maintenance of the fryolator to Lessor upon request.

L. Tables, umbrellas, and chairs may be placed on the area immediately in front of the establishment on the elevated entrance to the Town Hall.

M. Lessor shall make best efforts to subcontract for general snow removal (shoveling) of the walks and areas around the building. Said snow removal will take place in a timely fashion but shall be coordinated to coincide with standard Town Hall business hours. Snow shovel and de-icer shall be available for Lessee's use at other times.

N. Grease from the restaurant operations shall not appear in the hallway. All evidence of drippings/droppings in the hallway resulting from garbage removal shall be removed immediately at the expense of Lessee. Should removal have to be accomplished by Lessor, the Lessee shall bear the full cost.

12. **TERMINATION:** It shall be an event of default under this lease if:

- A. Lessee fails to pay the rent reserved hereunder or any part thereof and does not cure such failure within ten (10) days after written notice from the Lessor; or
- B. Lessee breaches any of the covenants or agreements contained herein and does not cure such failure within thirty (30) days written notice from the Lessor specifying such failure; or
- C. In the event of the bankruptcy or insolvency of the Lessee; or
- D. In the event of the condemnation of the whole or any part of the Premises.
- E. In the event of default by the Lessee, the Lessor shall have the right to terminate the lease upon thirty (30) days written notice to the Lessee.
- F. Any notice of termination or suspension shall be sent by certified mail, postage prepaid, to the party at the address set forth in this Agreement and shall take effect as of the date of mailing. The certified mail receipt shall be prima facie proof of the date of mailing.

13. **RE-ENTRY:** Upon any termination or suspension hereof, Lessor shall have the right to re-enter the Premises either with or without process of law and remove all persons and property therefrom either by summary process proceedings or by any suitable action or proceeding at law.
14. **QUIET ENJOYMENT:** Except as provided in paragraph 2, Lessor covenants that Lessee shall peaceably and quietly have, hold and enjoy the Premises for the term herein stipulated, in consideration of the Lessee paying rent and performing the covenants and conditions hereof.
15. **STORAGE:** Storage area shall be provided as provided in paragraph 1. Lessee shall be responsible for suitable security of the storage area and all risk of loss or damage to the stored material shall be borne solely by the Lessee.
16. **PARKING OF LESSEE'S MOTOR VEHICLES:** Lessee's personal vehicles and vehicles of the Lessee's employees shall be parked in the public parking lot in the rear of the Town Hall. The Lessor shall have no obligation for the security of the parking lot, and all risk of loss shall be borne solely by the Lessee.
17. **FIRE OR UNAVOIDABLE CASUALTY:** In case the demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty not due to the fault of the Lessee or ordered demolished by any public authority in consequence of such fire or casualty, then a just proportion of the fixed rent hereinbefore reserved according to the nature and extent of the damage sustained by said Premises (not including Lessee's fixtures) shall be suspended or abated until they shall have been restored by the Lessor, proceeding with all reasonable dispatch, at its own expense, to the conditions they were in immediately prior to such damage. In no event shall Lessor have the obligation to make any repairs under this section if prevented from doing so by reason of any cause beyond the Lessor's control, including, without limitation, the requirements of any applicable laws, rules or regulations.
18. **NOTICES:** All notices required hereunder shall be in writing, and sent by certified mail, return receipt requested, to the parties at the addresses set forth above.

19. **PERSONAL PROPERTY:** The Lessee agrees that it shall continuously keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the Premises insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after the commencement date of this lease, and no less often then annually thereafter, and at any other time upon the request of the Lessor, the Lessee shall furnish to the Lessor evidence of such continuous insurance coverage satisfactory to the Lessor. It is understood and agreed that the Lessee assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Lessee hereby waives any and all rights of recovery which it might otherwise have against the Lessor, its agents, employees and other persons for whom the Lessor may be responsible for any loss or damage to Lessee's property or improvements in the Premises which are either required to be insured under the terms of this lease or which Lessee, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Lessor, its agents, employees, contractors, or other persons for whom Lessor may be responsible.

20. **LESSEE'S RISK:** To the maximum extent permissible under law, the Lessee agrees to use and occupy the Premises at the Lessee's own risk, and the Lessor shall have no responsibility or liability for any loss or damage to fixtures or other personal property of the Lessee or any person claiming by, through or under the Lessee. Without limitation, the Lessee agrees that the Lessor shall not be responsible or liable to the Lessee, or those claiming by, through or under the Lessee, for any loss or damage to the Lessee or those claiming by, through or under the Lessee, it's or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the walks and areas around the Premises.

21. **HOLDING OVER:** If the Lessee or anyone claiming under the Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term hereof without any agreement in writing between Lessor and Lessee with respect thereto, prior to acceptance of rent by Lessor, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of rent by Lessor the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this lease insofar as the same may be made applicable to a tenant from month-to-month.

22. **REIMBURSEMENT FOR COST OF ENFORCEMENT:** Without limiting any of the Lessor's rights and remedies hereunder, and in addition to all other amounts the Lessee is otherwise obligated to pay, it is expressly agreed that the Lessor shall be entitled to recover from the Lessee all costs and expenses, including reasonable attorney's fees, incurred by the Lessor in enforcing this Lease.

23. **WAIVER:** No waiver by the Lessor of any breach of this Lease by the Lessee shall be construed as a waiver of future breaches of such provision. Further, it is agreed that no waiver at any time of any of the provisions hereof by either party shall be construed as a waiver at a subsequent time of the same provisions. No payment by the Lessee or acceptance by the Lessor of a lesser amount than due from the Lessee to the Lessor shall be treated otherwise than as payment on account.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents this ___ day of _____, 2022.

LESSOR:
SELECT BOARD

LESSEE:

Glenda A Hazard, Chair

Richard Yancey, Lessee

Brian R. Keyes

Bernard J. Stock

Brewster Town Administrator Evaluation Form:

Board Member Name: _____

4	3	2	1	
Outstanding	Commendable	Satisfactory	Needs Improvement	Not Applicable or Unable to Evaluate

RATING SCALE

1. General Management/Effectiveness

Efficiently and effectively manages day-to-day operations of Town government.
 Sees the big picture – balances the needs and interests of the full range of municipal services.
 Thinks and plans for the long term - keeps strategic planning in mind when addressing daily operational issues.
 Employs a reflective and reasoned approach to decision making and makes timely decisions.
 Demonstrates the ability to apply technical knowledge of collective bargaining, procurement, project management, human resource management, financial management, and other key elements of effective municipal management.
 Oversees Town's interests in all matters of litigation, coordinating the provision of services by Town Counsel and special counsel.

4	3	2	1	
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Comments:

2. Board Relations/Communication

Expresses ideas and information accurately and clearly in both oral and written form.
 Prepares and distributes materials and information in a timely manner for Select Board and other Town Boards, Committees, and Commissions when applicable.
 Provides recommendations to assist the Select Board and other Town Boards, Committees, and Commission when applicable in policy development and decision making.
 Maintains a system of reporting to the Select Board on current plans and activities of Town staff and operations.
 Shares information with employees and residents on a regular basis.
 Develops and cultivates strong relationships with key regional partners to benefit the provision of Town services.

4	3	2	1	
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Comments:

4	3	2	1	
Outstanding	Commendable	Satisfactory	Needs Improvement	Not Applicable or Unable to Evaluate

3. Interpersonal Skills & Development

<p>Takes responsibility seriously and works hard.</p> <p>Is tactful, diplomatic and tolerant.</p> <p>Manages and resolves conflict effectively.</p> <p>Has a positive approach to position.</p> <p>Recognizes and learns from past mistakes.</p> <p>Devotes time and effort to personal and professional excellence, keeping abreast of current developments in the field of public administration and municipal governance.</p>	4	3	2	1	
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Comments:

4. Leadership

<p>Displays a competent and professional attitude.</p> <p>Inspires confidence and respect from Town staff, elected/appointed leaders, and residents.</p> <p>Promotes honesty, integrity, and fairness across the organization.</p> <p>Creates a positive work environment, developing rapport and trust with employees.</p> <p>Understands the importance of teamwork, recognizes the efforts and accomplishments of other Town employees, and motivates superior performance.</p> <p>Balances taking responsibility and delegating assignments as necessary.</p>	4	3	2	1	
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Comments:

	Outstanding	Commendable	Satisfactory	Needs Improvement	Not Applicable or Unable to Evaluate
5. Pandemic Leadership					
Provide competent leadership during the 2020 pandemic. Establish effective and innovative policies and actions during the 2020 pandemic. Communicates effectively with all stakeholders during the 2020 pandemic.	4	3	2	1	

Comments:

6. Select Board Priority Goals for Fiscal 2020-21

The goals listed below were developed at the Select Board Annual Retreat in Summer 2019 and were incorporated into the Board's FY20-21 Strategic Plan. They are organized by category consistent with the Town's Vision Plan. Only goals for FY20 and FY20-21 that identified the Town Administrator as a (partially) responsible party were used as a basis for evaluation.

Building Block #1: Community Character					
A. Engage stakeholders to determine policy position on residential exemption	4	3	2	1	
B. Continue to implement Age-Friendly Community Action Plan					

Comments:

	Outstanding	Commendable	Satisfactory	Needs Improvement	Not Applicable or Unable to Evaluate
Building Block #2: Open Space					
A. Identify and evaluate policies / zoning bylaws that recognize and take advantage of potential synergies between affordable housing development and open space preservation	4	3	2	1	

Comments:

	Outstanding	Commendable	Satisfactory	Needs Improvement	Not Applicable or Unable to Evaluate
Building Block #3: Housing					
A. Establish permanent funding mechanism for Affordable Housing Trust	4	3	2	1	
B. Establish housing rehabilitation program					
C. Develop affordable housing off Millstone Road					

Comments:

	Outstanding	Commendable	Satisfactory	Needs Improvement	Not Applicable or Unable to Evaluate
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Building Block #4: Local Economy

A. Establish a process for submission of electronic permitting applications and create electronic access for viewing of public records	4	3	2	1	
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Comments:

Building Block #5: Coastal Management

A. Establish a vehicle to ensure coastal resource management plan is implemented	4	3	2	1	
B. Update Department of Natural Resources regulations for commercial shellfish, razor clams, commercial aquaculture, and harbormaster					
C. Work with MA Department of Conservation and Recreation on Rail Trail extension across Route 6A down to Linnell Landing					

Comments:

Building Block #6: Water Resources

A. Consider requiring use of Innovative/Alternative (IA) technology (Title V) in environmentally sensitive areas	4	3	2	1	
B. Continue ongoing water quality planning and implementation					
C. Evaluate vulnerable Water Department utility infrastructure, determine possible improvements/modifications, and implement as possible/applicable					

Comments:

	Outstanding	Commendable	Satisfactory	Needs Improvement	Not Applicable or Unable to Evaluate
Building Block #7: Governance					
A. Attain Green Communities designation and continue to promote energy conservation					
B. Develop financial policy to address unfunded Other Post-Employment Benefit liabilities					
C. Present the annual budget in an easily acceptable format and provide detailed review of Town's financial status on regular basis					
D. Identify major committees and require that they be on television for purposes of improved transparency					
E. Establish plan to address need for dedicated Human Resource function					
F. Complete a compensation and classification study and related staffing analysis of all union and non-union Town personnel (except for Fire and Police union positions), and implement recommended changes					
G. Adopt financial policies that are in accordance with 2019 MA Department of Revenue report and best practices, and implement short- and medium-term recommendations of DOR report as applicable	4	3	2	1	
H. Charter development/adoption and associated bylaw changes					
I. Design and launch new, more user friendly Town website, and brand/standardize Town communication tools (website, email, documents, etc)					
J. Foster a culture that views residents as customers and town services as the product - be proactive, transparent, and engaged					
K. Implement the Vision Plan and develop a Local Comprehensive Plan					
Comments:					

	Outstanding	Commendable	Satisfactory	Needs Improvement	Not Applicable or Unable to Evaluate
Building Block #8: Community Infrastructure					
A. Re-establish annual Capital Improvement Program process that aligns capital investments with Vision Plan / Local Comprehensive Plan, and includes long-range planning for Golf Department	4	3	2	1	
B. Continue to invest in road infrastructure and pavement management plan, and consider merits of joining Complete Streets program					
C. Work with School Committee to investigate feasibility of school consolidation					
D. Create a community center planning committee to gather community input regarding interests/needs, conduct a feasibility/location study (ie. new or repurposed building), and make recommendations					

Comments:

General Comments:

The annual performance evaluation process is outlined in the Town Administrator's employment contract and is important to advancing Town-wide organizational and operational priorities. Please schedule a time to meet with the Town Administrator to discuss this evaluation. After this initial review, please submit your completed evaluation form to the Executive Assistant to the Town Administrator, who will aggregate individual ratings and comments.

Signature _____

Date _____

Town Administrator Evaluation FY 2021

Section 1: Goals and Objectives: Board of Selectmen Goals and Objectives for Town Administrator for FY ____	1.	2.	3.	4.	5.
Far Exceeds Expectations – 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exceeds Expectations – 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets Expectations / Average – 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Needs Improvement – 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fails to Meet Expectations – 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Section 2: Knowledge, Skills, and Professional Development	1.Maintains knowledge of current developments affecting the practice of local government management	2. Willing to try new ideas to supplement or stretch resources and improve the management of services and programs. Shows originality in approaching problems, creates effective solutions, and is able to visualize the implications of various alternatives	3 Exercises fair and unbiased professional judgment in providing services and arriving at decisions	4. Anticipates and analyzes problems to develop effective approaches for solving them
Far Exceeds Expectations – 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exceeds Expectations – 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets Expectations / Average – 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Needs Improvement – 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fails to Meet Expectations – 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Section 3: Core Responsibilities: Staffing, personnel, financial, and management relations	1. Is successful at recruiting and retaining competent personnel and appointees for town and ensures the fair and equitable treatment of employees	2. Encourages heads of departments to make decisions within their jurisdictions with minimal manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff. Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level	3. Directs the preparation of a balanced budget that provides services at levels consistent with elected body policy and direction. Makes the best possible use of available funds, conscious of the need to operate the organization in an efficient and effective manner	4. Monitors the budget to ensure that funds are spent correctly. Budget is prepared in a readable and easy-to-understand format. Keeps the elected body apprised of major financial issues affecting the organization	5. Motivates and communicates well with staff. Exhibits a loyal, cooperative attitude towards co-workers and the organization.	6. Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
Far Exceeds Expectations – 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exceeds Expectations – 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets Expectations / Average – 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Needs Improvement – 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fails to Meet Expectations – 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Section 4: Leadership, Board Relations, and Personal Qualities	1. Energetic and willing to spend the time necessary to do a good job, has good initiative, and is a self-starter	2. Seeks and accepts constructive criticism of work. Demonstrates appropriate diplomacy and restraint in professional relationships. Demonstrates ability to work well with individuals and groups	3. Maintains high standards of ethics, honesty and integrity in all professional matters.	4. Conducts self in an impartial manner toward the BOS. Refrains from criticism of BOS members and actions of the Board
Far Exceeds Expectations – 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exceeds Expectations – 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets Expectations / Average – 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Needs Improvement – 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fails to Meet Expectations – 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Section 5: Community Relations and Communications	1. Provides the elected body with reports (written and/or verbal) concerning matters of importance to the organization in a timely fashion and provides equal information to all members of the elected body	2. Writes in a clear and concise manner, using terms and styles that are easily understood by the intended reader.	3. Speaks in a clear, distinct and understandable manner.	4. Is approachable, accessible, available, and responsive to the community, and displays diplomacy and tact when responding to others	5. Cooperates with neighboring communities and the county. Cooperates with other regional, state, and federal government agencies	6. Meets with and listens to members of the community to discuss their concerns, and strives to understand their interests
Far Exceeds Expectations – 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exceeds Expectations – 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets Expectations / Average – 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Needs Improvement – 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fails to Meet Expectations – 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS



Town of Southborough Salary Administration Plan Performance Appraisal

Revised: June 2021

Date of Review:
Period Reviewed:
Name of Reviewer:

Probationary
6-month Review: Yes No

Employee Name:	Current [SAP] Grade:
Employee Title:	Current Pay Rate: \$
Department:	Proposed Pay Rate: \$
Start Date (in current position:)	Percentage of Increase: %

Criteria & Performance Elements	Overall Rating
Quality of Work/Job Knowledge	
Productivity	
Communication	
Collaboration/Interpersonal Skills	
Leadership [Managers Only]	

Manager Overall Comments (required):

Employee Overall Comments (required):

Reviewer
Signature:

Date:

Employee
Signature:

Date:

Definition of Ratings

Please describe the employee's contributions and professional strengths and/or weaknesses in each of the performance categories below.

Please illustrate specific, detailed examples of goals, results, and job-related attributes and behaviors since last review (if applicable).

Please rate each category according to the definition of ratings.

Comments are required for all sections.

- **Exceptional** - Outstanding performance, results far exceed the position requirements including all individual objectives areas.
- **Above Expectations** - Performance surpasses that expected of experienced and qualified individuals in this position. Performance consistently meets and often exceeds standards. Individual shows initiative, motivation, and versatility. Provides leadership, is highly productive, innovative, and responsive.
- **Meets Expectations** - Performance is at the level expected of experienced and qualified individuals in this position. Performance meets all standards. The employee is considered to be "fully competent."
- **Does Not Meet Expectations** - Sometimes meets performance standards. Performance in a majority of areas is below the level expected of experienced and qualified individuals in this position.
- **Unsatisfactory** - Performance fails to meet position requirements, immediate improvement plan must be prepared, or termination is possible. Review performance again within 90 days.

Criteria & Performance Elements

Quality of Work / Job Knowledge:	
• Employee’s understanding of rules, procedures, workflow, policies and operations.	
• Demonstrates expertise in skill and knowledge within areas relevant to one’s own function and/or work group	
• Measures business decisions with customer/public satisfaction in mind	
• Information shared publicly is accurate, thorough, and complete.	
• Acquires and maintains the skills and knowledge required for the position and area of expertise	
• Work is performed with very few errors and mistakes	

Comments:

Productivity	
• Accuracy, neatness, thoroughness, and completeness of work duties performed.	
• Work assignments are planned, organized, and analyzed for optimum results	
• Implements appropriate cost-saving measures	
• Takes action on assigned projects without being directed to do so and looks for opportunities to move projects along.	
• Employee’s willingness to take on extra work when required by circumstances	
• Employee’s ability to meet deadlines in a timely manner.	
• Project goals and task deadlines are routinely met	
• Accomplished previously established goals and objectives	

Comments:

Communication	
• Employee's ability to accept and understand criticism, and take appropriate action to correct and improve performance	
• Team player; Maintains open communication with other employees in the organization and is conscientious, dependable and hard-working	
• Appropriately communicates to constituents when needed, follows up promptly with peers/board when needed	
• Employee's ability to communicate, both verbally and in writing	
• Employee performs well based on use of active listening skills	
• Actively solicits feedback from peers/others to determine needs and understand concerns	
• Customer Service: Is able to find the right approach, depending on the situation with the colleague/official/peer, and is articulate and diplomatic [when under pressure]	

Comments:

Collaboration/Interpersonal Skills	
• Contributes to a positive working environment through behavior; demonstrates commitment to their work	
• Makes effective decisions	
• Employee's success in gaining cooperation from peers	
• Facilitates sharing of methods and knowledge; demonstrates "mentoring" ideas/tasks	
• Willingly places extra time and effort to meet deadlines and accomplish goals, assumes additional responsibilities as needed	
• Exhibits strong interpersonal skills; presents willingness to offer counsel to others	
• Board relations: Is responsive and timely when dealing with appointed/elected board and cognizant of MGL's that apply to department/organization	

Comments:

Leadership [Managers Only]	
• Contributes to a positive working environment through behavior; demonstrates commitment to their work	
• Makes effective decisions based on available information	
• Employee's success in gaining cooperation and a high level of performance from employees supervised	
• Employee's ability to motivate employees he/she supervises through their action and example	
• Facilitates sharing of methods and knowledge; demonstrates "mentoring" ideas/tasks	
• Actively seeks new opportunities to network and build relationships with outside agencies and communities; has improved job performance and workplace presence through professional development	
• Coaches, motivates, and develops other staff members in department/organization; gleans succession planning methods and puts them into practice	
• Willingly places extra time and effort to meet deadlines and accomplish goals, assumes additional responsibilities as needed	
• Exhibits strong interpersonal skills; presents willingness to offer counsel to others	
• Presentation and public speaking skills are articulate and tactful	
• Board relations: Is responsive and timely when dealing with appointed/elected board and cognizant of MGL's that apply to department/organization	
• Identify training/development opportunities for their employees, discuss with these individuals a plan for the year ahead and how these tasks will be measured for completion and effectiveness	

Comments:

S.M.A.R.T Goals

Specific – Goals should be straightforward and emphasize what you want to happen. Specifics help to clearly define what we are going to do.

Measurable – Establish concrete criteria for measuring progress toward the attainment of each goal you set, so you can see the change occur.

Attainable – When you identify goals that are most important to you, you begin to figure out ways you can make them come true.

Realistic – Realistic means achievable. Devise a plan or a way of getting there which makes the goal realistic.

Timely – Set a timeframe for the goal. Time must be measurable, attainable and realistic.

Outline any goals/tasks/projects that the employee and supervisor set for the upcoming year. Employees and supervisors should agree on goals that are clearly stated, comfortable and attainable for the employee.

Prior Year

GOAL / TASK / PROJECT	Target Date for Completion	Date of Actual Completion

Next Year

GOAL / TASK / PROJECT	Target Date for Completion

Professional Development: In conjunction with the Supervisor, the Employee should develop several training initiatives for the upcoming year that would enhance the employee's ability to succeed and/or advance the goals of the department/division. These tasks should be mutually agreed upon based on collaboration with the Supervisor/Department Head.

- 1.
- 2.
- 3.

Supervisor Comments:

Employee Comments:

SIGNATURES

By signing, both parties agree:

- 1) To the rating(s) and goals established within the performance review.
- 2) Employee is responsible for meeting goals in timely manner, and the supervisor will conduct regular check-ins as it pertains to target dates.
- 3) Employee and supervisor will meet one year from the performance review date, or on an as needed basis.
- 4) The review does not guarantee any additional raise in compensation to the appraised employee, unless otherwise specifically stated.
- 5) A copy of the performance review will be given to the employee, and the original signed copy will be placed in the employee's personnel file.

Supervisor/Reviewer

Date

Employee

Date

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF
THE TOWN OF HOPEDALE
MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

**NEW ENGLAND RESTAURANT GROUP, INC.
HOPEDALE PIZZA MARKET BAR & GRILL
1 MENFI WAY HOPEDALE, MA**

MANAGER OF RECORD: RAYMOND LEUNG

Description of Licensed Premises:

Located at Lot 20A, Bldg. D Unit 1. Licensed area consists of 3,000 sq. ft. lounge/dining area with seating for approximately 80, 2,000 sq. ft. function room for seating up to 150 ppl., 2 lavatories consisting of 300 sq. ft., 1,380 sq. ft. of kitchen, storage and office space which is accessible to employee's only, 320 sq. ft. entryway/hallway. In addition, there is a 720 sq. ft. fenced in outdoor patio area with access from the interior building only.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities.

This license expires **December 31, 2022**, unless earlier suspended, canceled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this twenty-seventh day of June 2022.

The Hours during which Alcoholic
Beverages may be sold are
Sunday – Saturday 11:00 A.M. - 11:30 P.M.

License Number **00007-RS-0542**

SELECT BOARD

Glenda A. Hazard, Chair

Brian R. Keyes

Bernard J. Stock

LOCAL LICENSING BOARD

**THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A
CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ**

From: [Len Guertin](#)
To: [Glenda Hazard](#); [Brian Keyes](#); [Diana Schindler](#); [Lindsay Peterman](#)
Subject: Agenda item for an upcoming Select Board Meeting - Pledge of Allegiance
Date: Wednesday, June 22, 2022 10:29:52 AM

Hello Select Board Members,

I would have included Select-person Stock on this email but the town "contact" page is stale and lists Mr. Arcudi as a current board member. Please feel free to forward this request to Mr. Stock. In addition, I understand that by having 2 board members on an email it may constitute an open meeting, therefore no formal response to this email is necessary.

As a followup to my June 6th verbal request, I am writing to formally request the topic of the Pledge of Allegiance be added to an upcoming agenda. On 06/01/2015, the Select Board voted unanimously to begin each meeting with the Pledge of Allegiance (meeting minutes link: https://www.hopedale-ma.gov/sites/g/files/vyhlf711/f/minutes/bos_minutes_06-01-15.pdf). If the Select Board of 2015 felt the Pledge of Allegiance was important enough where a formal vote was needed to add it to the agenda, then a formal vote by the current board should be required to remove it from the agenda.

At the Little Red Shop Flag Day ceremony, State Representative Murray spoke of the divisiveness our country is facing today. The Pledge of Allegiance symbolizes unity. We live as one nation that is united together to provide liberty and justice for all that call our country home.

I look forward to having an open discussion and vote on the topic.

Thank you
Len Guertin - 14 Anthony Road



TOWN OF HOPEDALE

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

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

Board of Selectmen
Sandra Biagetti, Chair
Robert P. Burns
Thomas A. Wesley

Town Administrator
Steven A. Sette

Board of Selectmen
Regular Session Minutes
June 1, 2015

The regular Meeting of the Board and Selectmen was called to order at 7:00 p.m. by Chair Biagetti in the Draper Room of Town Hall.

Present: Chair Sandra Biagetti, Selectman Robert Burns, Selectman Thomas A. Wesley, Executive Assistant Susan Brouwer, members of the public, and Videographer Jeffrey Ellis.

Consent Items

a) Approval of Regular Minutes May 18, 2015

MSDV to approve regular minutes of May 18, 2015

Chair Biagetti-Aye; Selectman Burns-Aye; Selectman Wesley-Aye

Correspondence

Appointments and Resignations

a) Appointment of Renee Polechronis Assessor's/Building Department Clerk

MSDV to approve appointment of Renee Polechronis Assessor's/Building Department Clerk.

Chair Biagetti-Aye; Selectman Burns-Aye; Selectman Wesley-Aye

Also in attendance were Assessors Donald Howes and Lisa Alberto and Building Commissioner Robert Speroni who were also in favor of Ms. Polechronis' appointment.

New Business

a) Fran Marcoux – Request for TIF on Proposed Building Plain Street Industrial Park

MSDV to passover Fran Marcoux request for TIF on a proposed building located in Plain Street Industrial Park. If the applicant shows up the board will address the matter at that time otherwise the item will be placed on the next meeting agenda.

Chair Biagetti-Aye; Selectman Burns-Aye; Selectman Wesley-Aye

b) Discussion on setting FMLA/Paternal Leave/SNLP Policy

The Board of Selectmen reviewed sample policies from Town of Lakeville and Peabody, Chair Biagetti suggested having Executive Assistant Brouwer draft policies of each for the board to review and discuss at the meeting of June 15.

c) Review and Discussion of Talent Bank Form Board/Committee Recruitment

Executive Assistant Susan Brouwer provided an excel spreadsheet listing current and former town boards/committees. The board prioritized the list of boards/committees with a high or low priority status. Boards/committees given a higher priority status will be discussed at the first meeting in July. Boards/committees include; Capital Program, Finance Committee, Personnel. Ms. Brouwer

will request committee chairs with a lower status to come before the board so the board can gather information and a decision on whether to continue these boards/committees. These include; Cemetery, CMRPC, CPO, Council on Aging, Cultural Council, Development and Industrial Commission, Economic Development & Industrial Corporation, and Parking Fines Clerk.

The Board also reviewed the list of former committees. Ms. Brouwer advised that she was unable to determine whether these boards were an ad-hoc or whether these committees still even exist. Susan stated she was unable to locate anything in the Town Code or bylaws. Boards and committees on this list include; Cable Advisory Committee, Community Emergency Response Team (CERT), Draper Re-Use Committee, Historic District Committee, 125 Committee, Parade Marshall, Red Shop Committee, Town Hall Renovation and Town Hall Committee. The board advised they will discuss these boards/committees at a later meeting.

d) Resident Brian Burke requesting for permission by BOS to attend Town & City Clerks Summer Conference June 10-12

Mr. Burke who was present stated that he has an interest in volunteering and learning about the Town Clerk's office and gaining knowledge about the office operates. Mr. Burke stated in an effort to learn more about the position of the Town Clerk, he would like the Board of Selectmen to give permission for him to attend the educational Town and City Clerks Summer Conference on June 10-12 at his sole expense. Selectman Burns stated the Board of Selectmen need to decide what how they are going to proceed with the current position; continue with the two interim town clerks or hold a special election, noting the concern is cost in holding a special election. Ms. Biagetti stated because the position is an elected position and other residents have shown an interest in the office, the board wouldn't want to appear to be giving someone an unfair advantage in learning the role beforehand. The board took no action on Mr. Burke's request.

Old Business

a) Adoption of format for Board of Selectmen Meetings

The Board discussed the adoption of Robert's Rules of Order and changing the agenda format by adding "public comment on agenda items". This will allow the public an opportunity to discuss items listed on the agenda. The board would like to add "public comment and requests for future agenda items" after old business. This will give the public an opportunity to make requests for items to be placed on future agendas. In addition, the board would like to recite the Pledge of Allegiance at the beginning of every meeting.

Chair Biagetti-Aye; Selectman Burns-Aye; Selectman Wesley-Aye

Other topics not reasonably anticipated by Chair 48 hours before meeting

Coordinator News

None

Adjournment

Chair Biagetti recognized Selectman Burns who made the following motion; I am requesting a motion to allow this board to now enter into Executive Session and not to reconvene in regular session, under M.G.L. c.30A, s 21(a) Reason (3): to discuss strategy with respect to collective bargaining, because an open meeting may have a detrimental effect on the bargaining position of the Town.

RCV Chair Biagetti-Aye; Selectman Burns-Aye; Selectman Wesley-Aye

Executive Session

- a) Discuss creation of full time Deputy Fire Chief position

The regular session of the Board of Selectmen adjourned at 8:39 p.m.

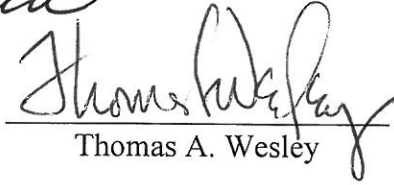
Executive Session

Discuss creation of full time Deputy Fire Chief position

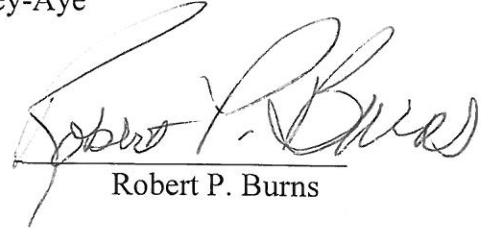
RCV Chair Biagetti-Aye; Selectman Burns-Aye; Selectman Wesley-Aye



Sandra Biagetti, Chair



Thomas A. Wesley



Robert P. Burns

Hopedale Board of Selectmen

***Moved, Seconded, Discussed and Voted**

**** Roll Call Vote**

Planning Board Hearing on June 17: Planning Board reported favorably on changing Zoning of 150-156 Hartford Ave from GB-A to C-I. Planning Board would consider amending GB-A in this area back to C-I.

July 7, 2022: continuation of request from Caroline’s Cannabis to add 1000 ft buffer zone between Marijuana Retail establishments.

Planning Board has requested that Town Counsel review current conditions along with zoning change request and present a comprehensive bylaw amendment that adequately address the multitude of Marijuana Establishments already licensed or interested in getting licensed in Hopedale.

Per Nicole at KP Law: **Options regarding addressing Marijuana Establishments (MEs) in Hopedale:**

- Create a ME Overlay Zoning District
- Incorporate Additional Requirements into the Zoning Bylaw and/or Change SPGA to PB or SB
- Limit Retailers or Other Uses by Bylaw (Quota)
- Adopt an HCA policy that includes additional conditions

Current Host Agreements

Name:	Address:	Category of Establishment:
High Hopes	1 Menfi Way	Retailer
Caroline’s Cannabis	4 Charlesview Road	Retailer
Green River Cannabis	TBD	Retailer
Lifted Genetics	6 Condon Way	Cultivator – Tier II
MACA	2 Condon Way	Cultivator – Tier III

Seeking Host Agreements

Blackstone Valley Naturals (aka Green Mountain C & C Company, LLC)	1 Rosenfeld Drive	Cultivator – Tier I & Manufacturing
Caroline's Bud Delivery, LLC	4 Charlesview Road	Courier
Caroline’s Cannabis	4 Charlesview Road	Manufacturing
Lifted Genetics	5 Condon Way	Cultivator – Tier I
Cannabonics, LLC	4 Rosenfeld Drive	Courier & Delivery
O’Geez Cannabis Gummies	Charlesview Road	Manufacturing



COMMONWEALTH OF MASSACHUSETTS

Guidance for Municipalities

November 2021

Massachusetts Cannabis Control Commission

Steven J. Hoffman, Chairman

Nurys Camargo, Commissioner

Ava Callender Concepcion, Commissioner

Kimberly Roy, Commissioner

Bruce Stebbins, Commissioner

Shawn Collins, Executive Director

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I. Introduction

The following guidance is provided to assist communities working with individuals and businesses seeking to apply for licensure as an adult-use Marijuana Establishment under 935 Code Mass. Regs. § 500.000, a medical-use Medical Marijuana Treatment Center under 935 Code Mass. Regs. § 501.000, or a colocated entity. The Cannabis Control Commission (Commission) has also published guidance to assist municipalities in creating equitable cannabis policies, including as part of the process of negotiating and executing host community agreements, which may be found at:

<https://masscannabiscontrol.com/public-documents/guidance-documents/>. This guidance is not legal advice. If municipalities have questions regarding the legal requirements for licensure, they are encouraged to consult municipal counsel.¹

Under the “Local control” provisions of G. L. c. 94G, § 3, the Legislature delegated to municipalities control over Marijuana Establishments² (MEs) and Medical Marijuana Treatment Centers³ (MTCs) operating within their borders. Under § 3 and the regulations, municipalities can regulate the number, operations, and locations of potential MEs and MTCs.⁴ The Commission, in turn, has broad authority over licensing and registration of these applicants.

Helpful Links

More resources for municipalities are available at <https://masscannabiscontrol.com/state-local-government/>.

II. Types of Marijuana Establishments

Chapters 94G and 94I, and the regulations, create different kinds of adult-use MEs and medical-use MTCs. Unlike an MTC (formerly known as a Registered Marijuana Dispensary or RMD), which is permitted to cultivate, process, transport, deliver, and retail Marijuana and Marijuana Products⁵ for medical-use under one license⁶, an adult-use ME may only engage in licensed activity, e.g., cultivation,

¹ The Commission uses the term “counsel” as inclusive of and not limited to the following municipal positions: Town Counsel, City Solicitor, Corporation Counsel, Special Town/Municipal Counsel, and Labor Counsel.

² Under G. L. c. 94G, § 1, a Marijuana Establishment is defined as a marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business.

³ Under G. L. c. 94I, § 1, a Medical Marijuana Treatment Center is defined as the premises approved under a medical use marijuana license.

⁴ See e.g., G. L. c. 94G, §§ 3 (a) (2) (iii) and (d); 935 Code Mass. Regs. § 501.170(2).

⁵ The use of capitalized terms in this Guidance, such as “Marijuana,” “Marijuana Products” and many others are defined in the [regulations](#). Please refer to the regulations regarding the meaning of a particular term. 935 Code Mass. Regs. §§ 500.002 and 501.002.

⁶ This concept is referred to as ‘vertical integration.’



through a specific license type that allows one or more activities. The different adult-use license types are discussed in more detail below. Under G. L. c. 94G, § 16, one licensee may hold up to three licenses per license type, with certain exceptions.⁷

All MEs and MTCs are subject to strict, comprehensive state regulations and inspections by Commission staff. All MEs and MTCs are required to negotiate and execute a host community agreement (HCA) with the municipality in which they seek to locate. There is more detail on Host Community Agreements below and in a separate guidance published by the Commission, which may be found at: <https://masscannabiscontrol.com/public-documents/guidance-documents/>.

A brief list and description of the different types of licenses issued by the Commission are as follows:

Marijuana Cultivator

A Marijuana Cultivator is an entity licensed to cultivate, Process and package Marijuana, and to Transfer Marijuana to other MEs, but not to Consumers. A Craft Marijuana Cooperative is a type of Marijuana Cultivator.⁸ Cultivators select what Tier, i.e. size of the grow they will operate, which determines their application and licensing fees. The chart of Tier options is included below.

Tiers of Marijuana Cultivator

Each licensee (except a Craft Marijuana Cooperative) may have three (3) licenses, but the total canopy combined may not exceed 100,000 square feet.⁹ For example, a licensee may not have three (3) Tier 11 cultivation licenses because it would exceed the canopy square footage limit.

⁷ The statutory license cap set by the legislature states in relevant part that “[n]o licensee shall be granted more than 3 marijuana retailer licenses, 3 medical marijuana treatment center licenses, 3 marijuana product manufacturer licenses or 3 marijuana cultivator licenses; provided, however, that a licensee may hold 3 marijuana retailer licenses, 3 medical marijuana treatment center licenses, 3 marijuana product manufacturer licenses and 3 marijuana cultivator licenses.” G. L. c. 94G, § 16.

⁸ 935 Code Mass. Regs. § 500.002.

⁹ “Canopy” means an area to be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain Flowering and/or Vegetative plants larger than eight inches tall and eight inches wide at any point in time, including all of the space(s) within the boundaries. Canopy may be noncontiguous, but each unique area included in the total Canopy calculations shall be separated by an identifiable boundary which includes, but is not limited to: interior walls, shelves, Greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If Flowering and/or Vegetative plants larger than eight inches tall and eight inches wide are being cultivated using a shelving system, the surface area of each level shall be included in the total Canopy calculation. 935 Code Mass. Regs. § 500.002.



Tier	Canopy Size Allowed
1	up to 5,000 square feet
2	5,001 to 10,000 sq. ft.
3	10,001 to 20,000 sq. ft.
4	20,001 to 30,000 sq. ft.
5	30,001 to 40,000 sq. ft.
6	40,001 to 50,000 sq. ft.
7	50,001 to 60,000 sq. ft.
8	60,001 to 70,000 sq. ft.
9	70,001 to 80,000 sq. ft.
10	80,001 to 90,000 sq. ft.
11	90,001 to 100,000 sq. ft.

For more information about Tier management, see 935 Code Mass. Regs. § 500.050(2) and 935 Code Mass. Regs. § 501.050(2).

Craft Marijuana Cooperative

A Craft Marijuana Cooperative is a type of Marijuana Cultivator organized as a limited liability company, limited liability partnership, or a cooperative corporation under the laws of the Commonwealth.¹⁰ The Members or shareholders of the cooperative must be residents of the Commonwealth for the 12 months immediately preceding the filing of an application for a license. In addition, the Craft Marijuana Cooperative shall have either one Member that has filed a Schedule F (on IRS Form 1040)¹¹ within the five years prior to application for licensure; or an agreement to lease land wholly owned by a person or entity that has filed a Schedule F (IRS Form 1040) within the five years prior to application for licensure. Where the agreement to lease land renders the individual or entity filing a Schedule F (IRS Form 1040) a Person or Entity Having Direct or Indirect Control, the Craft Marijuana Cooperative shall report the individual or entity and submit the agreement, as required by 935 Code Mass. Regs. § 500.101(1)(a)1. The Craft Marijuana Cooperative must operate consistently

¹⁰ 935 Code Mass. Regs. § 500.002.

¹¹ Internal Revenue Service Tax Form indicating profit or loss from farming.



with the Seven Cooperative Principles established by the International Cooperative Alliance in 1995.¹² The cooperative license authorizes it to cultivate, obtain, Manufacture, Process, package, brand and Transfer Marijuana Products and to deliver Marijuana to MEs, but not to Consumers.

The Craft Marijuana Cooperative is limited to one (1) cultivation license and its total locations are limited to cultivating 100,000 square feet of Canopy. A cooperative is not limited in the number of cultivation locations it may operate, provided that for each location over six (6) locations, additional application and licensing fees shall apply. The cooperative may also conduct activities authorized for Marijuana Product Manufacturers at up to three locations. The Craft Marijuana Cooperative is eligible for Tier Expansion and Relegation. See 935 Code Mass. Regs. § 500.050(3).

Marijuana Product Manufacturer

A Marijuana Product Manufacturer is an entity authorized to obtain, Manufacture, Process and package adult-use Marijuana or Marijuana Products, and to transport and Transfer Marijuana Products to other MEs, but not to Consumers.¹³ Marijuana Product Manufacturers shall meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise.¹⁴ All Edibles prepared by a manufacturer shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 Code Mass. Regs. § 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 Code Mass. Regs. § 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. Safe handling regulations are enforceable by local boards of health.

Marijuana Retailer

A Marijuana Retailer is an entity authorized to transport, sell, Repackage, or otherwise Transfer Marijuana or Marijuana Products to MEs and to sell Marijuana, Marijuana Products, Marijuana Accessories and Branded Goods to Consumers.¹⁵ A Marijuana Retailer can also deliver Marijuana or Marijuana Products to Consumers.¹⁶ A Marijuana Retailer shall provide a retail location accessible to Consumers 21 years of age or older, or, if colocated with an MTC, Registered Qualifying Patients with the Medical Use of Marijuana Program in possession of a Medical Registration Card.¹⁷ A Marijuana

¹² <https://www.ica.coop/en/cooperatives/cooperative-identity>.

¹³ 935 Code Mass. Regs. § 500.002.

¹⁴ 935 Code Mass. Regs. § 500.130.

¹⁵ 935 Code Mass. Regs. § 500.002.

¹⁶ Under the adult- and medical-use regulations, “Consumer” means a person who is 21 years of age or older. 935 Code. Mass. Regs. § 500.002; 935 Code. Mass. Regs. § 501.002.

¹⁷ 935 Code Mass. Regs. § 500.050(8).



Retailer can enter into a Delivery Agreement with a Marijuana Courier to deliver Marijuana or Marijuana Products, and Marijuana Accessories and Branded Goods to Consumers or Patients.¹⁸

Medical Marijuana Treatment Center

An MTC (formerly known as an RMD), is an entity licensed under 935 Code Mass. Regs. § 501.101, that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, production or cultivation of Marijuana for medical use.¹⁹

Marijuana Transporter

There are two types of Marijuana Transporter licenses: (1) a Third-party Transporter; and (2) an Existing Licensee Transporter.

A Third-party Transporter is an entity formerly registered or currently licensed to do business in Massachusetts that does not hold any other ME license pursuant to 935 Code Mass. Regs. § 500.050²⁰ and is not formerly registered or currently licensed as an MTC pursuant to 935 Code Mass. Regs. § 501.000: *Medical use of Marijuana*. A Third-party Transporter is permitted to transport Marijuana and Marijuana Products between MEs and between MTCs.

An Existing Licensee Transporter is an ME that wishes to contract with other MEs to transport their Marijuana and Marijuana Products to other MEs. All Marijuana Transporters, their agents and employees, who contract with an ME to transport Marijuana Products shall comply with c. 94G and 935 Code Mass. Regs. § 500.000. Marijuana Transporters are allowed to Warehouse Marijuana and Marijuana Products in a form and manner determined by the Commission. See 935 Code Mass. Regs. § 500.050(9).

Delivery Licenses

There are two types of Delivery Licenses: (1) a Marijuana Courier; and (2) a Marijuana Delivery Operator. The owner of either license type may also own or control one or more ME licenses, subject to the limitations under 935 Code Mass. Regs. § 500.050(10) and (11). Additionally, Delivery Licenses are subject to an exclusivity period: for 36 months from the date the first Delivery Operator Licensee

¹⁸ 935 Code Mass. Regs. § 500.050(10).

¹⁹ 935 Code Mass. Regs. § 500.002.

²⁰ Section 935 Code Mass. Regs. § 500.050 details the various Marijuana Establishment types.



recipient receives clearance to commence operations, Delivery Licenses will be available only to businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants or Social Equity Program Participants. No Persons or Entities Having Direct or Indirect Control of a Delivery License shall be granted or hold more than a combined total of two Delivery Operator and/or Marijuana Courier Licenses, subject to the limitations in 935 Code Mass. Regs. § 500.050(1)(b): *Control Limitations*.

Both Delivery Licensee types can sell and deliver Finished Marijuana Products directly to Consumers, but cannot operate as brick-and-mortar retailers. Finished Marijuana Product means a Marijuana Product that is completely manufactured and ready for retail sale and includes Finished Marijuana that has been separated into individual packages or containers for sale.²¹ There are differences between the license types in terms of how they acquire and handle Finished Marijuana Products:

- A Marijuana Courier may enter into a Delivery Agreement with a Marijuana Retailer to deliver Finished Marijuana Products, Marijuana Accessories, and Marijuana Branded Goods directly to Consumers or with an MTC to deliver to Patients or Caregivers. It cannot Wholesale, Warehouse, Process, Repackage, or White Label these products.
- A Marijuana Delivery Operator may Wholesale Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness, or Craft Marijuana Cooperative. It can also sell and deliver Finished Marijuana Products, Marijuana Accessories, and Marijuana Branded Goods directly to Consumers. It can Wholesale, Warehouse, and White Label these products, but it cannot Process or Repackage them.

Note: Although the Commission does not consider a Delivery Operator to be a Marijuana Retailer as defined under 935 Code Mass. Regs. § 500.002 or authorized to engage in permitted activities under 935 Code Mass. Regs. § 500.050(8), a Delivery Operator needs to register as a vendor with the Department of Revenue and collect and remit marijuana retail taxes in accordance with 830 Code Mass. Regs. § 64N.1.1: *Marijuana Retail Taxes*, because it can sell Finished Marijuana Products directly to consumers. While Delivery Licensees may conduct sales through a Third-party Technology Platform Provider, these providers shall not be considered to be Commission licensees. See 935 Code Mass. Regs. § 500.145(1)(g).

Marijuana Research Facility

A Marijuana Research Facility Licensee or Research Licensee may be an academic institution, nonprofit corporation, or domestic corporation or entity authorized to do business in the Commonwealth,

²¹ 935 Code Mass. Regs. § 500.002.



including a licensed ME or MTC, that is licensed to conduct research.²² A license to operate a Marijuana Research Facility is separate from a Research Permit to conduct a specific research project at a Marijuana Research Facility. Researchers need Commission approval for each Research Permit before conducting their research. A Marijuana Research Facility Licensee may engage in cultivation or product manufacturing of Marijuana or Marijuana Products if the cultivation or product manufacturing process is the subject of its research. A Marijuana Research Facility Licensee may not Transfer Marijuana or Marijuana Products to another ME, other than for testing, or sell to a Consumer, Registered Qualifying Patient, or Caregiver, Marijuana or Marijuana Products that have been acquired for a research project under its Marijuana Research Facility License.²³

Laboratories

There are two types of Laboratory Licenses, including an Independent Testing Laboratory and a Standards Laboratory. Persons or Entities Having Direct or Indirect Control in any Laboratory providing testing services for an ME or MTC should not have a financial relationship with the ME or MTC. A Laboratory Licensee, or any associated Person or Entity Having Direct or Indirect Control, may not have a License in any other class. No individual employee of a laboratory providing testing services for MEs or MTCs may receive direct or indirect financial compensation from any ME. See 935 Code Mass. Regs. § 500.050(7).

An Independent Testing Laboratory must be accredited to the most current International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement, or is certified, registered or accredited by an organization approved by the Commission. An Independent Testing Laboratory primarily contracts with MEs and MTCs to test products for sale to Consumers and Patients.

A Standards Laboratory is an entity that would otherwise qualify to be an Independent Testing Laboratory but instead performs tests to verify the results of an Independent Testing Laboratory at the request of the Commission.

Microbusiness

A Microbusiness is an entity that can be either a Tier 1 Marijuana Cultivator or Marijuana Product Manufacturer, or both, and, if in receipt of a Delivery Endorsement issued by the Commission, may deliver Marijuana or Marijuana Products produced at its licensed location directly to Consumers. See 935 Code Mass. Regs. § 500.002.

²² 935 Code Mass. Regs. § 500.002.

²³ 935 Code Mass. Regs. § 500.147.



Social Consumption

A Social Consumption Establishment is an entity licensed to sell Marijuana or Marijuana Products and allow consumers to consume Marijuana or Marijuana Products solely on its Premises.²⁴ The Social Consumption Pilot Program is a program where a limited number of Social Consumption Establishments are run in certified municipalities. The Commission has developed regulations around the licensing of these entities, and will commence the Social Consumption Pilot Program when there are either statutory or regulatory changes which facilitate a legitimate vehicle for local approval of this license type. See 935 Code Mass. Regs. § 500.050(6).

III. Role of Cannabis Control Commission

The Commission has broad authority over the licensing of MEs and MTCs and the registration of agents.²⁵ Established in 2017, the Commission regulates a broad range of licensed activity, including cultivation, product manufacturing, transportation, delivery, and retail activities, and requires that all Marijuana and Marijuana Products be traceable through the Commission approved seed-to-sale tracking system.²⁶ It has also established regulatory requirements to address public safety, health, and welfare concerns such as the testing²⁷, potency, packaging, labeling, advertising²⁸, dispensing, and diversion of Marijuana and Marijuana Products.²⁹ It encourages market participation by individuals and communities disproportionately impacted by marijuana prohibition and enforcement, women, minority, and veteran-owned businesses, and businesses of all types and sizes, including cooperatives.³⁰

As a licensing agency, the Commission reviews applicants' qualifications for licensure, including background checks and suitability determinations, prior to issuing provisional and final licenses and ultimately approving a licensee to commence operations. As part of their licensing application process, applicants must hold a community outreach meeting and municipalities must certify compliance with all local bylaws and ordinances.³¹ The Commission also requires applicants to submit a Positive Impact Plan and a Diversity Plan, but components of those plans will not reflect any provisions of an HCA (for example, local hiring or spending).

²⁴ 935 Code Mass. Regs. § 500.002.

²⁵ G. L. c. 94G, § 4.

²⁶ See information made available by the Commission's current tracking software vendor, Metrc, at <https://www.metrc.com/massachusetts>.

²⁷ 935 Code Mass. Regs. § 500.160; 935 Code Mass. Regs. § 501.160.

²⁸ 935 Code Mass. Regs. § 500.105; 935 Code Mass. Regs. § 501.105

²⁹ 935 Code Mass. Regs. § 500.110; 935 Code Mass. Regs. § 501.110.

³⁰ G. L. c. 94G, § 4 (a ½) (iv) and (xxvii).

³¹ 935 Code Mass. Regs. § 500.101(1)(a)9 and 10; 935 Code Mass. Regs. § 501.101(1)(a)9 and 10.



Once a license has been issued, the Commission may inspect MEs and MTCs, investigate close associates of a licensee whom the Commission suspects is involved in the financing, operation, or management of such licensee, impose fees and fines, and conduct adjudicatory proceedings. It may also restrict, revoke, or suspend a license.

The Commission has developed relationships with federal, state, and municipal officials in order to address areas where it shares or cedes control. It may adopt, amend, or repeal regulations for the implementation, administration, and enforcement of the law; refer cases for criminal prosecution to the appropriate law enforcement authorities; monitor federal activity regarding marijuana and hemp; and prepare and publish research studies, legislative reports, or related materials.

IV. Role of Municipalities

The Local control provisions under G. L. c. 94G both authorize and limit the way in which municipalities can control MEs and MTCs in their communities.

Below is a brief overview of provisions relating to municipal control. Any decision to implement local controls on marijuana should be made in consultation with a municipality's attorney. The Commission has published helpful guidance documents which may be found at:

<https://masscannabiscontrol.com/public-documents/guidance-documents/>.

Host Community Agreements

Under state law, MEs and MTCs are required to execute Host Community Agreements (HCAs) with the municipalities in which they plan to operate. The agreement must stipulate the responsibilities of the community and the ME or MTC. An HCA is a required component of a license application, so an applicant must execute an HCA with a municipality prior to submitting an application with the Commission. See G.L. c. 94G, § 3.

The HCA may include a community impact fee of up to 3% of gross sales to be paid to the host community, as long as the fee is reasonably related to real costs imposed on the municipality due to the ME or MTC operating there. The agreement to pay a community impact fee may not be effective for a period longer than five years.³² Any cost to a city or town imposed by the operation of an ME or MTC must be documented and is considered a public record under Massachusetts Public Records Law.³³

³² G. L. c. 94G § 3 (d).

³³ G. L. c. 66, § 10.



The Commission encourages municipalities to carefully consider the impact of the particular ME or MTC proposed for a community, as well as the benefits it may bring in local revenue and employment that would offset certain local impacts when negotiating an HCA. The Commission encourages municipalities to consider the impact to smaller, equity and disadvantaged business entities when negotiating community impact and other contributions which may be required prior to executing an HCA. The Supreme Judicial Court’s decision in *Mederi, Inc. v. Salem* emphasized the need for municipalities to consider equity factors for all types of would-be applicants for licensure.³⁴

Local Control: Taxes and Fees

Community Impact Fee

A municipality may elect to incorporate a community impact fee into the terms of the HCA. A municipality that elects to incorporate a community impact fee may collect a figure that represents no more than 3% of the annual gross sales by an ME or MTC, including a Delivery Operator. The community impact fee is designed to compensate the municipality for the financial impacts “...reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center[.]”³⁵ The municipality in turn is obligated to maintain the records documenting these costs. The Commission recommends the municipality maintain these records in a form and manner such that they will be easily producible subject to a public records request for the records. Municipal cost documentation is explicitly defined as a public record under G. L. c. 4, § 7, clause 26.

State and Local Taxes

There are three different local and state taxes imposed on the retail sale of adult-use marijuana, which is passed onto the Consumer, but not Patients and Caregivers unless they are purchasing accessories and branded goods. The states sales tax and state excise tax are collected on each sale by the Department of Revenue (DOR) and then distributed to municipalities at least four times per year.³⁶ The DOR also empowers a municipality to impose an additional tax, referred to as the local tax option, of 3% on retail transactions for Marijuana or Marijuana Products.³⁷

Taxes on delivery transactions made by Delivery Couriers relate back to the municipality where the originating Marijuana Retailer is located. Taxes on delivery transactions made by Delivery Operators relate back to the municipality where the Delivery Operator is licensed to do business. More information on delivery is available at: <https://masscannabiscontrol.com/applicants->

³⁴ *Mederi, Inc., v. City of Salem*, 488 Mass. 60 (2021).

³⁵ G. L. c. 94G, § 3 (d).

³⁶ Adult-use marijuana is subject to the: 1) state sales tax of 6.25%; 2) state excise tax of 10.75%; and 3) the local option for cities or towns, a figure up to 3% on all *retail* transactions. G. L. c. 64N, §§ 2, 3 (a).

³⁷ 830 Code Mass. Regs. § 64N.1.1.



Local Control: Bylaws and Ordinances

A community may adopt ordinances and bylaws that impose reasonable safeguards on the operation of MEs and “any business dealing in marijuana accessories,” presumably, MTCs, so long as the restrictions are not unreasonably impracticable and do not conflict with Chapters 94G and 94I, or regulations promulgated by the Commission.³⁸In other words, the local restrictions cannot be so difficult to comply with that they would subject licensees to unreasonable risk, or require such a high investment of risk, money, time or any other resource or asset, that a reasonably prudent businessperson would not operate an ME or MTC.³⁹

A municipality may determine that a proposed marijuana-related use falls under an existing use authorized by its bylaws or ordinances, but if a municipality elects to create new ordinances or bylaws with respect to MEs or MTCs, it may implement ordinances or bylaws that restrict the time, place, and manner of ME or MTC operations and any business dealing in Marijuana Accessories. However, local zoning bylaws or ordinances are not permitted to operate to prevent the conversion of an MTC formerly registered with the Department of Public Health (DPH) prior to July 1, 2017, that is engaged in the cultivation, manufacture or sale of Marijuana or Marijuana Products, to an adult-use ME engaged in the same type of activity.^{40,41} The Commission interprets conversion to include not only replacing the operation of an MTC entirely with the operation of an ME, but also addressing colocated operations, i.e. an establishment that sells both medical-use and adult-use marijuana.

Limiting Marijuana Businesses⁴²

Under G. L. c. 94G, § 3, a municipality may adopt bylaws and ordinances that limit the number of MEs in its community, but it must submit any bylaw or ordinance for approval to the voters if the ordinance or by-law would:

- Prohibit the operation of one (1) or more types of ME within the municipality;
- Limit the number of Marijuana Retailers to fewer than 20% of the number of liquor licenses (retail sale not to be drunk on premises) issued in the municipality under G. L. c. 138, § 15. For

³⁸ G. L. c. 94G § 3 (a).

³⁹ G. L. c. 94G, § 1.

⁴⁰ G. L. c. 94G § 3 (a) 1.

⁴¹ The Supreme Judicial Court’s decision in *CommCan, Inc. & another v. Town of Mansfield*, SJC-139029, provides discussion on this particular issue.

⁴² Prior to December 31, 2018, municipalities may have elected to ban Marijuana in their community. Moratoriums on marijuana businesses are no longer permissible. Municipalities may however ban Social Consumption Establishments. The Commission cautions local officials from amending their zoning bylaws or ordinances in a manner that could be deemed to conflict with the statute and recommends consulting the City Solicitor and Town Counsel regarding any new zoning amendments to this effect.



example, if a municipality has 100 such liquor licenses, that municipality may set a maximum limit of 20 marijuana retailers; or

- Limit the number of any type of ME to fewer than the number of MTCs registered to engage in the same type of activity.

If a municipality chooses to enact any of the above-listed enumerated restrictions, the following procedures shall be followed:

- The city solicitor or town counsel must prepare a summary of the proposed ordinance or bylaw which shall make clear the number and types of MEs which shall be permitted to operate under the proposed ordinance and bylaw and shall be included on the ballot;
- A ballot shall be prepared asking “Shall this [city or town] adopt the following [by-law or ordinance]? [solicitor/counsel summary] [full text of by-law or ordinance]”;
- If the majority of the votes cast in answer to the question are in the affirmative, the city or town may adopt the bylaw or ordinance, but if the majority of votes cast is in the negative, the city or town shall not adopt the by-law or ordinance; and
- The ballot question may be placed on the ballot at a regular or special election held by the city or town by a vote of the board of selectmen or by the city or town council, with the approval of the mayor or chief executive officer of a city that does not have a mayor, and subject to a municipal charter, if applicable.⁴³

Issues to Consider for Limiting Numbers

If a municipality is calculating 20% of its G. L. c. 138, § 15 liquor licenses, and the calculations result in a number less than one, the Commission recommends that the municipality round up to one. If the calculation results in a fraction greater than one, the Commission recommends rounding up to the nearest whole number.

Public Nuisance

A municipality is permitted to restrict the cultivation, processing, and manufacturing of marijuana that is a public nuisance through ordinances or bylaws.⁴⁴

Signage

A municipality is permitted to establish reasonable restrictions on public signs related to MEs, but if the restriction is more restrictive than those imposed by the Commission, the municipality’s restriction cannot be stricter than any restriction it may have on retail establishments that sell alcoholic beverages

⁴³ G. L. c. 94G, § 3.

⁴⁴ G. L. c. 94G, § 3 (a) 3.



in the municipality.⁴⁵

Penalties

A municipality is permitted to establish civil penalties for violation of an ordinance or bylaw enacted pursuant to the Local Control provisions of G. L. c. 94G, § 3, but the penalty must be similar to that imposed for violations of an ordinance or by-law related to alcoholic beverages.⁴⁶

Transportation

Municipalities are prohibited from barring the transportation of Marijuana or Marijuana Products or adopting an ordinance or bylaw that makes the transportation of Marijuana or Marijuana Products unreasonably impracticable.⁴⁷

Additional Permits

Additional Local Permits for adult-use may be required. Although municipalities are prohibited from using a zoning bylaw or ordinance to prevent the conversion of an MTC to an ME, the Commission does not interpret the word “prevent” to prohibit the municipality from requiring an MTC that is eligible under the statute to apply for any additional local permits required to change its existing operation to an ME for adult-use. The Commission cautions local permitting boards from exercising their discretion in acting on a request for a local permit in a manner that could be deemed to conflict with the statute and recommends consulting the City Solicitor and Town Counsel during their decision-making.

Buffer Zones

Under state law, a Marijuana Establishment may not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.⁴⁸ Buffer zones are measured from “door to door”. Municipalities may adopt an ordinance or bylaw to reduce that distance requirement. 935 Code Mass. Regs. § 500.110(3); 935 Code Mass. Regs. § 501.110(3).

V. The Municipal Role in Commission Licensing Process

Separate and apart from the Commission’s licensing process, a municipality must also implement its own municipal review process, so long as it does not conflict with state laws and regulations governing

⁴⁵ G. L. c. 94G, § 3 (a) 4.

⁴⁶ G. L. c. 94G, § 3 (a) 5.

⁴⁷ G. L. c. 94G, § 3 (c).

⁴⁸ G. L. c. 94G, § 5 (b) 3.



MTCs and MEs.

As part of the application submitted with the Commission for a provisional license, applicants must demonstrate that they have held a community outreach meeting within the past six months and executed a Host Community Agreement with the municipality (or that the applicant obtained a waiver of the HCA requirement by demonstrating that the municipality did not require this agreement to operate within its borders). The applicant must also demonstrate compliance with all municipal requirements. To do so, the Commission will directly provide the municipality with a Municipal Notice form to be completed by the municipality. The municipality has 60 days to complete this form, which is used to inform the Commission that the applicant has complied with all municipal bylaws and ordinances. The Commission will reach out to the municipality first to establish a main contact. In this respect, municipalities should ensure that all publicly available contact information is accurate and up to date.

Licensing Process: Community Outreach Meeting

Applicants are required hold a community outreach meeting at least six (6) months prior to submitting their application for Commission review. The community outreach meeting may occur prior to or after the HCA is complete and must meet with the following requirements:

Notice:

- The Notice must contain the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC, that was published in a newspaper of general circulation in the city or town at least 14 calendar days prior to the meeting;
- A copy of the meeting notice must be filed with the town or city clerk, the planning board, the contracting authority for the municipality, and local marijuana licensing authority (if applicable);
- Attestation that at least one meeting was held within the municipality where the establishment is proposed to be located;
- Attestation that at least one meeting was held after normal business hours; and
- Attestation that notice of the time, place and subject matter of the meeting, including the proposed address of the ME, was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the ME, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such Owner is located in another city or town.

Applicants should promote the accessibility of community outreach meetings by simultaneously allowing for virtual attendance and by providing support to persons with hearing impairment.

Note that in circumstances where it is necessary to protect the public health, safety, and welfare, the



Commission will not enforce the requirement of an in-person community outreach meeting. The Commission's Final Executive Order permitting virtual Community Outreach Meetings is available here: <https://masscannabiscontrol.com/2021/08/final-administrative-order-allowing-virtual-web-based-community-outreach-meetings-august-30-2021/>.

Information Discussed: Information presented at the community outreach meeting must include, but not be limited to:

- The type(s) of ME or MTC, to be located at the proposed address;
- Information adequate to demonstrate that the location will be maintained securely and steps to be taken by the ME or MTC to prevent diversion to minors;
- A plan by the ME or MTC to positively impact the community;
- Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
- An attestation that community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

The Commission reserves the right to modify these requirements consistent with state orders or other executive orders. See: <https://www.mass.gov/service-details/updated-guidance-on-holding-meetings-during-the-covid-19-state-of-emergency/>.

A sample Community Outreach Public Notice template is available on the Commission website at: <https://masscannabiscontrol.com/document/community-outreach-public-notice-template/>.

The Community Outreach Meeting Attestation form is available on the Commission website at: <https://masscannabiscontrol.com/document/community-outreach-meeting-attestation-form/>.

Licensing Process: Host Community Agreement

Documentation in the form of a single-page certification signed by the contracting authorities for the municipality and the applicant evidencing that the applicant for licensure and host municipality have executed a Host Community Agreement must be submitted to the Commission. Each license applicant (even if it is the same company) must sign an HCA for each license type.

A blank Host Community Certification Form is available on the Commission website at: <https://masscannabiscontrol.com/document/host-community-agreement-certification-form/>

Licensing Process: Municipal Notification and Permitting Timeline

Municipal Notice - Once the Commission determines an application is complete, it is required to notify



a municipality that it has received a completed application for an ME or MTC in the municipality.

60 Day Deadline - The municipality has 60 days from receipt of the Municipal Notice to notify the Commission if the applicant is not in compliance with local ordinances or bylaws. If such notification from the municipality is not received by the Commission within 60 days, the applicant will be deemed by the Commission to be compliant with all applicable local ordinances and bylaws.

Local Permits - If a local ordinance or bylaw requires local permitting or licensing, the applicant does not need to have the permitting or licensing in place at the time of the notice to a municipality, but the Commission needs to know whether such permitting or licensing is required for that particular location.

Provisional License - The applicant will receive a provisional license after it is deemed compliant so that the applicant can seek the necessary local permits or licenses prior to requesting a final license from the Commission. A provisional license allows the applicant to develop, but not operate, the business.

Final License – The Commission will issue a final license once the applicant has passed all the necessary inspections and received all necessary local permits and licenses. The final license must be posted in a conspicuous location on the business premises, and the Commission will issue a Commence Operations notice that gives the applicant permission to sell Marijuana. In other words, the licensee may possess and otherwise acquire marijuana, but not dispense, sell, or otherwise transport marijuana to other MEs, or to consumers, until upon inspection and receipt of permission from the Commission to commence full operations. Licenses must be renewed annually.

VI. Questions?

If you have additional questions, please contact the Commission at (774) 415-0200 or Commission@CCCMass.com.

