

# GF

capital needs	water Dept	capital needs	sewer dept
test well drilling	\$ 40,000.00	Sewer main lining / replacement	\$ 1,500,000.00
mill street assessment due to PFAS	\$ 11,500.00	roof WWTP	\$ 120,000.00
plant pilot study and report due to PFAS	\$ 75,000.00	windows WWTP	\$ 90,000.00
Scada and computer upgades to include security and backup	\$ 72,000.00	sludge tank cover x2	\$ 28,000.00
additional filter at treatment plant with building modifications	\$ 742,000.00	composit sampler installation	\$ 12,000.00
fy 23 pickup truck	\$ 60,000.00	influent pump repair 1 of 3	\$ 13,500.00
fy 25 servise truck	\$ 98,000.00	jet truck	\$ 190,000.00
water storage tank	\$ 2,000,000.00	grinder Influent	\$ 50,000.00
		grinder Greene st	\$ 35,000.00
		scada upgrades and software	\$ 85,000.00
		primary pump replacement x3	unknown
		oil tankk removal and genertor upgrade to gas	unknow
water main replacements see attached 2012 pricing	\$ 2,773,875.00		
	<b>\$ 5,872,375.00</b>		<b>\$ 2,123,500.00</b>

# Enterprise

**FY2022**

Significant Expense Requests

<u>Department</u>	<u>Expense</u>	<u>Amount</u>	<u>Justification</u>
<b>New/Replacement Equipment</b>			
Police	Cruiser (Chevy Tahoe)	48,473	Aging vehicles; no replacement in last 2 years
Police	Motorcycle (Harley Davidson)	20,850	Existing motorcycle is 20 years old
Police	Taser and holster	16,000	Existing tasers are 15 years old and cannot be serviced
Police	Patrol Rifles (5)	7,200	Replacement for old equipment
Police	Defensive weapons	4,500	Listed under Other Supplies
		<b>97,023</b>	
Fire/Ambulance	SCBA equipment	366,000	38 units
Fire/Ambulance	Turn-Out Gear (Coat/Pants/Boots/Helmets)	65,000	26 sets
Fire/Ambulance	Vehicle (Chevy Tahoe)	47,809	
Fire/Ambulance	Structural firefighting gear	13,790	15 sets of helmets, hoods, gloves, boots - replace expired equipment
Fire/Ambulance	New firefighter / EMT gear	12,800	4 sets
Fire/Ambulance	Pagers (with programming kits)	9,000	15 units
Fire/Ambulance	Wildland firefighting gear	5,820	15 sets of coats, gloves, helmets, goggles - replace expired equipment
Fire/Ambulance	CCTV security system	5,000	Replacement of broken system
Fire/Ambulance	Firefighting flashlights & accessories (5)	2,100	Replacement of broken equipment
		<b>527,319</b>	
Highway	Leaf vacuum truck	218,000	Replacement of 36-year old equipment
Highway	Small dump truck with plow	72,000	Replacement of 23-year old vehicle
		<b>290,000</b>	
Schools	Van	<b>12,500</b>	Replacement of Van
Town Hall	Computer Network Server	7,500	Server is from 2015 and no longer supported
Town Hall	Electronic Archiving	35,000	Bylaws need to be codified; Required permanent record retention
		<b>42,500</b>	

<b>Total requested new/replacement equipment</b>	<b>969,342</b>
--	----------------

**Significant Repairs/Maintenance**

Police	Furnace replacement	Await estimate	No heat in a section of the building
Fire/Ambulance	Vehicle tires	8,000	10 for Ladder 1; 4 for Brush 1
Fire/Ambulance	SCBA cylinder hydrostatic testing	3,900	Required testing
Fire/Ambulance	SCBA air-pack flow testing	2,050	Required testing
Library	Bancroft Memorial Library	100,000	Continued Historic Restoration/Repairs
Library	Statute of Hope	25,000	Repairs and Protection
Parks	Tree preservation / storm damage protection	35,000	15 trees in Town Park playground area are in critical need of pruning for safety reasons
Parks	Repair and restoration of tennis courts	50,000	Cost may be higher; courts do not meet MIAA standards
Town Hall	Preliminary Engineering for Significant Repairs/Maint/Renovations	100,000	Building is not code or ADA compliant; constant failed heating, irregular cooling; building envelope deteriorating; conditions identified since 2013.

<b>Total requested significant repairs/maintenance</b>	<b>323,950</b>
--	----------------

**Personnel**

<u>Add Staff</u>			
School	1 FTE Teacher for ELL support	???	
School	0.1 BBC Team Chair	???	
School	Transition Bridge Adjustment Counselor	???	Previously funded through a grant, but starting in FY22 will be funded from the operating budget
		<b>130,000</b>	
School	0.5 FTE IT Help Desk Staff	26,000	
School	.25 FTE increase for Transportation Director	9,309	PT to FT
		<b>165,309</b>	Total School
Town	Collective Bargaining Agreements Funding	46,000	Estimated funding needed for five units
Town	0.5 FTE Support Staff Planning & Projects	26,000	

72,000 Total Town



June 11, 2021

Lieutenant Berger  
Hopedale Fire Department  
40 Dutcher St.  
Hopedale, Massachusetts 01747  
United States

Dear Lieutenant Berger:

Congratulations. Your grant application for an FM Global fire prevention grant stood out among the hundreds we received, and we will be funding \$3000 to purchase two rugged tablets. We hope the additional funding will help to strengthen your efforts to ultimately, and more effectively prevent fire—the leading cause of property destruction worldwide.

Award checks and plaques will be mailed in July to your attention at the address above. Please feel free to use the attached news release that we've prepared for you to promote news media interest.

During the past 40 years, FM Global has awarded millions of dollars in funding to fire departments and related agencies worldwide. With a shared philosophy that the majority of property loss is preventable—not inevitable—we can make a difference in preventing the frequency and severity of fire...together.

Once again, congratulations on your recent fire prevention grant awarded by FM Global, one of the world's largest commercial property insurers.

If you have any questions regarding your award, please feel welcome to e-mail me.

Best wishes for continued success in your fire prevention endeavors.

A handwritten signature in black ink, appearing to read "Michael Spaziani".

Michael Spaziani  
Assistant Vice President, Manager - Fire Service Programs

*CC: Ted Pisciotta - Boston Operations  
21-015 - Hopedale Fire Department*



# HOPEDALE FIRE DEPARTMENT

40 Dutcher Street - Hopedale MA. 01747

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

[www.hopedale-ma.gov/fire-department](http://www.hopedale-ma.gov/fire-department)

*Thomas M. Daige – Fire Chief*

*David J. McMorrow – Deputy Chief*



Hopedale Select Board  
Town Hall Office  
78 Hopedale Street  
Hopedale MA 01747

June 29, 2021

Re: Grant Acceptance

Mr. Chairman,

It is my pleasure to announce that the Hopedale Fire Department has been awarded a grant from FM Global in the amount of \$3,000.00. This grant money will be used to purchase two (2) Rugged Laptop computers that will be placed in the fire apparatus for the purpose of increasing firefighter safety by providing them knowledge of the type and size of the building, type of building occupancy as well as any needed pre-incident preplan information regarding hazards involving the address they are responding to.

Once again, I would like to thank Call Lieutenant Matthew Berger for submitting this on behalf of the Fire Department. The Town should expect to receive this money in July.

Respectfully,

Thomas Daige  
Fire Chief

Board of Selectmen  
Regular Meeting Minutes  
March 22, 2020, 7PM

Call to order 7:00 p.m. via Zoom Meeting

Present Chair Keyes, Selectman Arcudi, Town Administrator Schindler

Chair Keyes convened the meeting at 7:00PM, Chair Keyes and those attending recited the Pledge of Allegiance.

Consent Items

Recognition of 100<sup>th</sup> Birthday Celebration of Dr. Vincent Arone (letter attached)

Chair Keyes read the letter provided by Carole Mullen, COA Director. Chair Keyes thanked the Council on Aging for their hard work and being so active within Hopedale. Selectman Arcudi stated that he would like to give a proclamation from the Select Board and send it to Dr. Vincent Arone, like they have done in past years for birthdays. Chair Keyes and Selectman Arcudi wished Dr. Vincent Arone a happy birthday.

Approval of January 25, 2021 Regular Minutes

Approval of February 8, 2021 Regular Minutes

Selectman Arcudi made a motion to approve the January 25, 2021 Regular Minutes and the February 8, 2021 Regular Minutes. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

Appointments and Resignations

Public Hearing

**7:00 PM – National Grid respectfully request permission to install new Intermediate Pole 34 Mendon ST for purpose of raising existing facilities for new Railroad Signal Gate.**

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed) you are hereby notified that a **Public Hearing** has been scheduled for **Monday, March 22, 2021 at 7:00PM**, via Zoom Meeting based upon the petition of MASSACHUSETTS ELECTRIC COMPANY, to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary to be owned and used in common by your petitioners, in the following public way or ways:

**Mendon Street**

**To install new Intermediate Pole 34 Mendon St for purpose of raising existing facilities for new Railroad Signal Gate**

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain pole and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked:

**MASSACHUSETTS ELECTRIC COMPANY**  
**Plan No. 28103831 Dated 01/25/2021**

Vote to Open Public Hearing

Selectman Arcudi made a motion to open the public hearing. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

The public hearing opened at 7:05PM. Chair Keyes read the notice for the pole petition. Michael Parent with National Grid is present at this public hearing as a spokesperson.

Public Comment

Chair Keyes opened the hearing for public discussion. Selectman Arcudi asked Michael Parent for more clarification on the pole location because there was a similar pole petition in 2020. Michael Parent stated that this is a pole on Mendon Street that exists on the easter side. Michael Milanowski with the GU RR clarified that the

Heather DeRocher, an abutter to the pole and resident of Hopedale asked for clarification if the pole was going to be moved or if it will be taller. Michael Parent stated that it is a new pole that will be put in.

#### Vote to Close Public Hearing

Selectman Arcudi made a motion to close the public hearing. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

#### Board Decision and Roll Call Vote

Selectman Arcudi moved to install new Intermediate Pole 34 Mendon St for purpose of raising existing facilities for new Railroad Signal Gate. Chair Keyes seconded the motion. Arcudi – Aye, Keyes – Aye

#### New Business

##### Approve Contracts for Police Chief and Police Lieutenant (vote)

Town Administrator Schindler stated that the Select Board moved to roll the contract to FY22 and the Selectboard made some adjustments to what had been previously negotiated. Schindler stated that she clarified the discussions with the finance committee that the Chief of Police did not take a pay increase in FY21. Selectman Arcudi stated that the contracts try to make up for the no pay increase in the coming years. Schindler stated that the MOU's have been agreed and negotiated with the Board and will be made available to the public. Selectman Arcudi thanked the Chief of Police and Police Lieutenant and every town employee that did not take salary increases in FY21. Arcudi also stated that he wants to make sure that we take care of our public safety as best we can. He and Chair Keyes are very comfortable with what the new contracts hold for the Chief of Police and Police Lieutenant over the next 3-5 years. Chair Keyes echoed Selectman Arcudi's sentiments and thanked the Chief and Lieutenant again. Chief Giovannella thanked the Selectboard and the residents of Hopedale.

Selectman Arcudi made a motion to approve the Police Chief's contract as noted in the negotiations over the past months in executive session and to be provided to the finance committee. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Selectman Arcudi made a motion to approve the Police Lieutenant's contract as noted in the negotiations over the past months in executive session and to be provided to the finance committee. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

#### Old Business

Reduce Annual Election Hours, May 11, 2021, "COVID" election with reduced hours from 12:00-7:00pm; Readdress Special Town Meeting; Annual Town Meeting

Town Administrator stated that these are the same hours as the previous election. The towns people responded positively to these hours during these trying times. Chair Keyes clarified that election day and the hours will be held in the Draper Gym.

Selectman Arcudi made a motion to reduce the election hours on May 11, 2021 from 12PM-7PM. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye



Town Administrator stated that the Special Town Meeting will take place before the Annual Town Meeting in May 2021. She clarified that the special town meeting is needed due to the deficit of legal bills in the town budget. Selectman Arcudi stated that the legal bills will continue to accrue through May 2021 with KP Law due to standard legal work that is not litigation related. Arcudi stated that Attorney Peter Durning and Environmental Partners have invoices that have not been paid as of yet. Town Administrator Schindler stated that currently, Attorney Durning and Environmental Partners are not aware of non-payment until May 2021. Town Administrator Schindler stated that at the projected overage for legal bills is currently \$100,000. Selectman Arcudi stated that this may become greater due to another litigation that will be taking place.

Administrator Schindler stated recommended that the annual town meeting be held on a Saturday, as opposed to Tuesday because of the abundance of warrant articles. Selectman Arcudi stated that he would defer to the Finance Committee regarding setting the date for town meeting. He recommends that they are prepared for town meeting. Arcudi stated that prior to setting a date, the Board should be aware of summer sports (taking place on Saturday) and that it is important to give the opportunity for all town residents to participate.

**GU RR Settlement Agreement Execution Updates: Town Prevailed on Initial Motion re 10 Citizen Lawsuit, Legal Expenses; Reserve Fund Transfer, Presentation to Hopedale Foundation to Readdress Donation due April 21, 2021, Land Acquisition Closing per Settlement Agreement**

Administrator Schindler stated that as of now, a hearing date regarding the appeal to the motion re 10 citizen lawsuits has not been set. Schindler stated that she received an email from Attorney Riley, KP Law stating that they have received papers from the plaintiffs for a single justice of the appeals court appeal. Attorney Riley stated that he will file an opposition by Thursday, March 25, 2021. Attorney Riley will provide more details once they arise. Town Administrator Schindler stated that the Hopedale Foundation has scheduled an April meeting and has asked the Town to provide the parameters of the agreement (land area and the amount of money). Chair Keyes asked Schindler to relay this information to Attorney Durning, Peter from Environmental Partners and Ed Burt, Hopedale Water Commissioner. The Hopedale Foundation has scheduled a meeting for the Trustees on April 29, 2021, to readdress the money that was offered/donated since the sale agreement/settlement has changed. Schindler stated that after speaking with Mike Milanowski, the land acquisition closing per settlement agreement date is expected to be delayed 30 days while the roll back tax amount and land survey is still being worked on.

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

Selectman Arcudi stated that he would like to have joint meetings with the Finance Committee regarding budgeting prior to town meeting.

Chair Keyes stated that he was contacted by boy scout Will Adamski to hold an interview. This is a requirement to earn his eagle scout badge. Chair Keyes looks forward to this interview and thanked Will Adamski for the opportunity.

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

Xfinity 2020 license fee payment 995 subscribers as of December 31, 2020. Xfinity notice dated March 9, 2021 – Copy of Comcast's policies and procedures, sample subscriber bill, work order and rate and channel line-up information.

Town Administrator Schindler stated the cable contract from Comcast is about to expire. Typically, there is a cable advisory committee to ascertain a contract or review the current contract. Hopedale does not have this committee formed as of yet. Schindler is going to work with Hopedale Cable who is the beneficiary of the money to carry out initiatives with cable access stations. The current contract is offering the Town 4% of the current franchise fees and \$40,000 in capital costs. Schindler stated that she will put the cable advisory committee on a future Selectboard agenda to discuss further.

#### Requests for Future Agenda Items:

Appoint Cable Advisory Committee members for renegotiation of Comcast Cable Contract  
Joint Meeting with Finance Committee

Administrator Updates (In Packet)

Administrator Schindler provided an update regarding current Town projects i.e., Master Plan Committee updates, the MVP workshop sessions and listening sessions and the permitting guide for the DLT A application.

Executive Session

Selectman Arcudi made a motion to enter executive session per the items that Chair Keyes stated. Chair Keyes seconded the motion.

Roll Call – Arcudi – Aye, Keyes – Aye

To move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (2) To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel; **Purpose: Fire Chief;** and For item # (3) To discuss strategy with respect to collective bargaining or litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares, which he does. **Purpose: Collective Bargaining; All units.**

Roll Call Vote

Chair Keyes dissolved the meeting at 8:44PM

*Submitted by:*

*Lindsay Mercier*  
*Lindsay Mercier, Executive Assistant*  
*Adopted: \_\_\_\_\_*

Board of Selectmen  
Regular Meeting Minutes  
April 12, 2021

Call to order 7:00 p.m. via Zoom Meeting

Present: Chair Keyes, Selectman Arcudi, Town Administrator Schindler

Chair Keyes convened the meeting at 7:00PM. Chair Keyes lead the pledge of allegiance.

Consent Items

Approval of February 22, 2021 Regular Minutes

Selectman Arcudi made a motion to approve the February 22, 2021 Regular Minutes. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Appointments and Resignations: None

Public Hearing – Cancelled

Town Administrator Schindler stated that due to some permitting/inspection delays the public hearing for the Hopedale Pizza Market has been postponed and will be rescheduled to a later date once the permitting/inspections have been obtained. Chair Keyes expressed his excitement for future business in Hopedale and welcomed the applicants of the Hopedale Pizza Market.

7:15 PM – ABCC License Application – Hopedale Pizza Market Bar and Grill. This hearing has been cancelled. A new date will be scheduled and noticed. The Board of Selectman as the Local Licensing Authority of the Town of Hopedale: Application for a On-Premise Liquor License by NE Restaurant Group, Inc. DBA Hopedale Pizza Market Bar and Grill, Treasurer and Director, Mr. Mike Shah. Notice is hereby given under chapter 138 of the General Laws that Hopedale Pizza Market Bar and Grill, located at 1 Menfi Way, Hopedale, MA 01747 has petitioned the Hopedale Board of Selectmen for an on-premise license. A public hearing will be held on Monday, April 12, 2021 at 7:15PM via Zoom. Chair Keyes, Selectman Arcudi, Hopedale Local Licensing Board/Selectmen

Vote to Open Public Hearing

Public Comment

Vote to Close Public Hearing

Board Decision and Roll Call Vote

New Business

FY22 Board of Selectmen Meeting Schedule (Vote)

Selectman Arcudi stated that in previous years the Board of Selectmen held one meeting in the months of July and August. Chair Keyes and Selectman Arcudi agreed to meet on July 12, 2021 and August 9, 2021. An extra meeting during the months of July and August can be added if necessary.

Selectman Arcudi made a motion to accept the FY22 Board of Selectmen Meeting Schedule, excluding the 26<sup>th</sup> of July and 23<sup>rd</sup> of August Meetings. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

PATH (Plant A Tree in Hopedale) Program – Per MGL c 44, s 53A, Vote to Create Gift Account

Town Administrator Schindler stated that Carole Mullen, COA Director, has proposed this program. The Tree Warden has expressed the necessity of trees being planted in Town. This is a gift fund where citizens can donate either trees or money towards the trees. Carole Mullen stated that this is a time-honored tradition to plant trees in honor of a loved one. There is also a need in Hopedale to plant new trees due to some trees being damaged/rotting and need to be removed. The trees would be planted in residential areas and sidewalk trees. Also, any trees replaced in the park or near the Little Red Shop. Chair Keyes and Selectman Arcudi feel that this is an excellent program and are excited to get the PATH program started. Tree Warden, Becca Solomon stated that she is very supportive of this program.

#### Open Meeting Law Guidance – Posting Revised Agendas

Town Administrator, Diana Schindler stated that the Town Clerk, Lisa Pedroli reached out to Town Counsel for guidance regarding this item and received guidance today. The Town Administrator Schindler and the Town Clerk will be reviewing the guidance. This item will be put on the next agenda to revisit with more clarification. Town Administrator Schindler notified the Board that there will be trainings provided by Town Counsel, regarding open meeting law, public records, and conflict of interest. She stated that once a date has been set for these trainings, she will notify the Boards, Committees and Departments. Selectman Arcudi stated that if there are revisions to be made to an agenda and individuals are added to the agenda, the individuals should be notified. If the individual is not able to make the meeting, then the agenda item where the individual is discussed should be moved to the next scheduled meeting. Selectman Arcudi stated that he wants to be as transparent as possible regarding meetings and items being discussed. Selectman Arcudi asked Town Administrator Schindler to make adding approved Board of Selectmen meeting minutes to the Town website a priority.

#### Initiate Zoning Bylaw Amendment per Chapter 40A, Sec 5 regarding Marijuana Cultivation (Vote) Present: Attorney Riley, KP Law and Steve Chaplin, Hopedale Planning Board

Attorney Riley stated that he received a call from a member of MACA. Attorney Riley stated that the use of marijuana cultivation business was not permitted where the property is. The issue is in 2018, a petition warrant article was made that retail cannabis was allowed but only in certain districts, adding commercial districts to this article was later added. The commercial table of uses does not include anything related to retail marijuana. All forms of commercial use not specifically mentioned above which would allow the Planning Board some discretion to approve something regarding anything that is not specifically listed is stated at “No” in the light industry district. Attorney Riley stated that the Town will have to amend the table of uses, which takes town meeting approval and Attorney General approval. Chair Keyes stated that his guidance would be to make that industrial area as “all encompassing” in the table of uses language. Attorney Riley stated that a requirement for this is that the Planning Board needs to hold a public hearing and make a recommendation prior to town meeting. Steve Chaplin stated that he strongly recommends that the bylaw be drafted by Town Counsel. Steve Chaplin asked that town counsel include a definition for cultivation when amending this bylaw. The town has a definition for retail and marijuana establishment but not cultivation. Chair Keyes and Selectman Arcudi thanked Steve Chaplin and Attorney Riley for working diligently on this item.

#### Old Business

Green Communities Designation Approval and Grant Award (See Attached Letters)

Town Administrator Schindler stated that for the past year the Town has been working on an energy reduction plan. Last year at town meeting, the town passed the energy stretch code. This along with some other policies that have been implemented have made the town eligible to become a green community. This past week the town was notified that it has been designated as a green community. There will be a form announcement from the state notifying the town of this. From the designation grant, the town has been allocated \$135,000 and has projects on the energy reduction plan that will be funded through the grant. On a future agenda, the board will be provided with the implementation application regarding these projects. The energy reduction plan can be made public, this will provide the residents information on the projects, costs and cost savings. Short term projects include weatherization of the junior/senior school and memorial school and LED lighting conversion. Long term projects include other buildings that need to be addressed. Chair Keyes and Selectman Arcudi thanked all of those involved in this project.

#### Review Draft Letter to Hopedale Foundation regarding Land Acquisition as Requested

Town Administrator Schindler stated the meeting of the Hopedale Foundation is on April 29, 2021. Schindler informed the board the foundation wants to know what the parameters are of the sale; she will provide them with a copy of the settlement agreement and inform them that the town is now acquiring 64 acres the sum of (plus or minus) \$587,500 depending on the final acreage. The railroad has agreed to donate 25 acres of sensitive land (wetlands) at the annual town meeting. Selectman Arcudi and Chair Keyes thanked the Hopedale Foundation for their support and generosity they have provided thus far.

Selectman Arcudi made a motion to send a letter to Hopedale Foundation regarding Land Acquisition as Requested including any edits that may be made. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Postponed until May 10, 2021: Request to Accept Gift from Virginia A. Larkin and Richard D. Larkin (a 30-foot-wide paved access road into the Hopedale Parklands from the present end of the pavement on Overdale Parkway. Refer to Special Town Meeting, June 24, 1985, Article 7); *Ricardo Lima, Resident; Attorney Tom McLaughlin & Attorney Stephan Rodolakis (representing requesting parties); Katherine Klein, KP Law, Town Counsel*

Town Administrator Schindler confirmed that the title search is the main item that the board and attorneys are waiting to receive. This item is postponed until May 10, 2021. Chair Keyes stated that the public will be made aware of any information that they are able to share regarding this topic at their next meeting.

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

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

A resident inquired about if part of the agreement is to repair the dam. Currently, there is not a price allocated to the repair of the dam due to the permitting not being completed. Schindler stated that this item might be able to be paid via grant funding in the future. It is unknown what fiscal year this item will be funded by.

#### Requests for Future Agenda Items:

Selectman Arcudi asked to use the Selectmen meetings to update the residents regarding the Finance Committee's progress regarding budget items for the upcoming fiscal year and town meeting.

Chair Keyes asked Administrator Schindler to have Building Commissioner, Tim Aicardi to join the next Board of Selectmen meeting to introduce himself and to update the Board and residents regarding going-ons in the town.

Town Administrator Schindler requested a review the draft warrant and budget

Administrator Updates (In Packet)

Selectman Arcudi made a motion to move to Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (3): To discuss strategy with respect to litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares. Roll Call Vote  
Purpose: Notice of Docket Entry 2021-J-0111, Reilly, et als v. Town of Hopedale, et als, Attorney Brian Riley Present. Chair Keyes seconded the motion.

Roll Call Arcudi – Aye, Roll Call Keyes – Aye

Executive Session

Motion: To move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (3): To discuss strategy with respect to litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares. Roll Call Vote  
Purpose: Notice of Docket Entry 2021-J-0111, Reilly, et als v. Town of Hopedale, et als, Attorney Brian Riley Present

Chair Keyes dissolved the meeting at 8:15PM

*Submitted by:*

*Lindsay Mercier*

*Lindsay Mercier, Executive Assistant*

*Adopted:* \_\_\_\_\_



# HOPEDALE FIRE DEPARTMENT

40 Dutcher Street - Hopedale MA. 01747

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

[www.hopedale-ma.gov/fire-department](http://www.hopedale-ma.gov/fire-department)

*Thomas M. Daige – Fire Chief*

*David J. McMorrow – Deputy Chief*



Hopedale Select Board  
Town Hall Office  
78 Hopedale Street  
Hopedale MA 01747

June 28, 2021

Re: Promotion of Call Firefighter Candidates Shearns & Richard

Mr. Chairman,

I am happy to announce that Call Firefighter Candidates David Shearns and Jenny Richard have successfully completed their required training at the Massachusetts Firefighting Academy – Call/Volunteer training program in Stow and will graduate Tuesday June 29<sup>th</sup>.

With this accomplishment, I recommend that the Board promote Call Firefighter Candidates David Shearns and Jenny Richard to the position of Call Firefighter effective July 1<sup>st</sup>, 2021.

Respectfully,

Thomas Daige  
Fire Chief



## HOPEDALE POLICE DEPARTMENT

70 Hopedale Street Hopedale, MA 01747  
Tel: (508) 634-2227 Fax: (508) 634-2228



[www.hopedalepolice.com](http://www.hopedalepolice.com)

**Chief of Police**  
*Mark A. Giovanella*

July 1, 2021

Select board  
Town of Hopedale  
Hopedale, MA 01747

Dear Board Members,

Due to the open patrol officer vacancy, interviews for a full time police officer were conducted on June 17, 2021. As a result of those interviews, I respectfully request the board appoint Ryan Costello to the position of Full Time Police Officer for the Town of Hopedale.

Ryan is currently enrolled in the Fitchburg State University Police Program. The Police Program is the only model of its kind in the country. They partner with, and are authorized by, the Massachusetts Municipal Police Training Committee (MPTC) to combine higher education and police training into a "4+1" educational design. Ryan will graduate the full time academy in September of 2021.

If you have, any questions or concerns please feel free to contact me.

Sincerely,



*Mark A. Giovanella*  
Chief of Police



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

THIS AGREEMENT is entered into by and between the Town of \_\_\_\_\_ and the Town of Northbridge, Massachusetts in its capacity as Host Agent of the Blackstone Valley Partnership for Public Health, (hereinafter “BVPPH”). The municipalities participating in the BVPPH include Blackstone, Douglas, Hopedale, Mendon, Millville, Northbridge, Upton, and Uxbridge.

WHEREAS the municipalities desire to share local public health services to promote, protect and preserve the public health and

WHEREAS Boards of Health of the municipalities are mandated to protect the public health safety and welfare and enforce public health laws and regulations.

WHEREAS, the municipalities have obtained authorization for this joint agreement pursuant to M.G.L. C.40, §4A by vote of their Boards of Selectmen as attested to by copies thereof contained in Appendix A, and the Board of Health of each Municipality has also recommended approval of this Agreement.

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

1. Term.

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

2. Governance.

The BVPPH shall have an Oversight Board (“Board”) convened quarterly by the Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each member municipality. Each member and alternate shall be either a Board of Health Member or designee.
- b. Voting: Each municipality will have one member with the ability to vote. Every member present shall have an equal voice in determining shared priorities, and services to be provided and hiring decisions.

- i. Any board member may designate a proxy in writing for a particular meeting. This is to be used in situations where the member and alternate are not able to attend a meeting.
  - c. Roles and Responsibilities of the Oversight Board:
    - i. Meet on a regular basis and at least quarterly.
    - ii. Develop annual and long-term goals for the BVPPH.
    - iii. Set BVPPH staff priorities.
    - iv. Collaborate in developing a sustainability plan for the BVPPH.
    - v. Adopt any BVPPH -wide policies and recommended regulations.
    - vi. Review and provide recommendations on operating budgets.
    - vii. Review financial status.
    - viii. Review and act on reports from staff.
    - ix. Participate in hiring and performance evaluations of staff.
  - d. The municipality shall maintain its local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
  - e. Quorum. A majority of the voting members of the Board shall constitute a quorum for the purposes of transacting business. The Board may act by a simple majority of members present and voting unless otherwise provided herein.
    - i. In a tied vote, the Host Agent shall have the deciding vote.
  - f. Meetings. The Board shall meet quarterly and may schedule additional meetings as necessary. All meetings shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L.c.30A, sections 18- 25.
- 3. Host Agent. The Town of Northbridge currently serves as the Host Agent. The Host Agent shall provide the following services in coordination with member municipalities:
  - a. Hire and supervise staff. Hiring processes and goal setting will be done in collaboration with the Central Massachusetts Regional Planning Commission (hereinafter "CMRPC") and members of the Oversight Board.
  - b. Understanding that the Host Agent's ability to provide services will depend on the qualifications of the new employees, they will seek to provide municipalities with public health services listed in the job descriptions in Attachment A (Regional Health Inspector) and Attachment B (Community Health Coordinator).
  - c. Staff will allocate their time in a way that is roughly proportional to each Municipality's size, according to population. Participants agree that they will be flexible when a Municipality has especially urgent needs related to these services.
  - d. Write and administer grants to support BVPPH Board goals in coordination with participating municipalities and CMRPC.

- e. Work with CMRPC to ensure compliance with all reporting requirements to the Massachusetts Department of Public Health (hereinafter “DPH”) and all other grantors.
  - f. Support CMRPC in preparing a monthly report for the Oversight Board. This report will serve as an update to the grantor.
  - g. Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, Conflict of Interest Law and Ethics.
  - h. Work with CMRPC as they provide fiscal management for grant funds.
  - i. Collaborate with member municipalities and CMRPC to create and maintain a tracking system for public health work under this Agreement.
  - j. Ensure that financial management and expenditure meets grantor, state and federal standards, and CMRPC financial policies and practices, including providing an annual audit, payroll, benefits administration, health insurance and bill processing.
  - k. Provide procurement services for staff and equipment, as needed.
  - l. Administer personnel policies and supervise staff.
  - m. Maintain liability insurance including worker’s compensation for BVPPH staff.
  - n. Provide office space for BVPPH staff, as needed
  - o. Provide information technology support for BVPPH staff.
  - p. Attend Oversight Board meetings.
4. Obligations of the municipalities
- The municipality agrees to provide the following services to ensure that the BVPPH provides quality, efficient delivery of service:
- a. Appoint a member and alternate to the Oversight Board.
  - b. Assist shared staff in establishing work tasks and priorities.
  - c. Communicate any concerns about the program first to the staff person involved, then, if needed, to the Host Agent Town Board of Health Administrator.
  - d. Prompt review of staff reports and other materials.
  - e. Prompt payment of invoices.
  - f. If feasible, municipalities will seek to implement FoodCode-Pro, a cloud-based inspection software.
  - g. Board of Health members are welcome to visit programs conducted by Shared Staff. Board members interested in accompanying a staff person should communicate that request directly, on either a specific or general basis. The presence of a local Board of Health member is always a positive addition to code enforcement and public health work.
5. Funding
- Annually, the Oversight Board, in collaboration with CMRPC, will develop and approve a public health services budget for contractual shared services. Initially,

these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the CMRPC. It is the intention of BVPPH to seek additional grant funds to sustain these services but if that is unsuccessful, participating municipalities will revisit this agreement and determine whether they will allocate municipal funds to continue participation. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Inter-Municipal Agreement does not obligate any municipality to fund BVPPH and a contract amendment would be required to do so. Any fees collected for inspections or other services from the constituents of the member municipalities shall remain with the municipality in which the inspection was performed.

6. Other Municipal Services

The sharing and delivery of public health services by the BVPPH to the municipality is governed solely by the Agreement. This Agreement applies only to those public health services statutorily and customarily rendered by local health departments under Massachusetts law and as defined in the attached Job Descriptions. The member municipalities of BVPPH are authorized through this Inter-Municipal Agreement, and any executed amendment to this Agreement to add or remove associated services to be delivered based on a vote of the Oversight Board.

7. Employees

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

8. Indemnification

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

BVPPH shall indemnify the municipality from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from BVPPH's performance under this agreement but only to the extent and in an

amount for which the BVPPH would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

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

The BVPPH and the municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against any and all claims for bodily injury, \$3,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

9. Termination

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

10. Assignment

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

11. Amendment

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

12. Severability

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

13. Force Majeure

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

14. Waiver

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

15. Governing Law

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

16. Headings

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

17. Non-Discrimination

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

18. Notices

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

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

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

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

Town of Northbridge:

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

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

19. Complete Agreement

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date