

**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF HOPEDALE
AND
TREASURER/COLLECTOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N½ of the Massachusetts General Laws, made and entered into this 9th day of August 2021, by and between the Town of Hopedale, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the “Town,”: acting by and through its Select Board, hereinafter called “Board”, and Stephanie L’Etalien, hereinafter called “Treasurer/Collector”, as follows:

WITNESSETH

WHEREAS, the Town desires to employ the services of Stephanie L’Etalien as Treasurer/Collector of the Town of Hopedale;

WHEREAS, the Board, under Section 108N½ of Chapter 41 of the General Laws, may contract with the Treasurer/Collector for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Treasurer/Collector;

WHEREAS, it is the desire of the Board to obtain the services of the Treasurer/Collector, and to provide inducement for her to remain in such employment; and

WHEREAS, Stephanie L’Etalien, agrees to accept employment as Treasurer/Collector of said Town.

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

Section I: Functions and Duties of the Treasurer/Collector

- A. The Town hereby offers to employ Stephanie L’Etalien as Treasurer/Collector of said Town, and the Treasurer/Collector accepts said offer of employment. As set forth in Massachusetts General Laws Chapters 41, 44 and 60, Treasurer/Collector will, under the general direction of the Town Administrator, have full charge and responsibility for the operation and management of the office of Treasurer/Collector.
- B. The Treasurer/Collector shall perform all of the duties set forth in the attached job description for the Treasurer/Collector, which is incorporated by reference.

Section II: Term

The Agreement shall become effective August 9, 2021 and shall be in full force and effect through June 30, 2024, subject to annual appropriation by Town Meeting.

Section III: Termination and Severance Pay

- A. The Board may terminate the Treasurer/Collector for just cause during the term of the Agreement.
- B. In the event the Treasurer/Collector is terminated by the Town prior to the expiration of the term of this Agreement, the Town shall pay to the Treasurer/Collector a lump sum cash payment equal to two (2) months aggregate salary, which amount shall be paid to the Treasurer/Collector on or before the effective date of termination of her employment; provided, however, that in the event the Treasurer/Collector is terminated for gross misconduct in office, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
- C. In the event the Treasurer/Collector voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the Treasurer/Collector shall give the Town sixty (60) days written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.
- D. Subsection B of this Section shall survive any termination of this Agreement.

Section IV: Salary

- A. Subject to annual appropriation by Town Meeting, the Town agrees to pay the Treasurer/Collector for services rendered under this Agreement, an annual base salary of \$84,000, subject to applicable withholdings and deductions, prorated for the portion of the year worked through June 30, 2022, payable in installments at the same time as other employees of the Town are paid.
- B. Subject to annual appropriation by Town Meeting, the Town agrees to pay the Treasurer/Collector for services rendered under this Agreement, an annual base salary of \$85,680 subject to applicable withholdings and deductions effective July 1, 2022, and continuing through June 30, 2023, payable in installments at the same time as other employees of the Town are paid.
- C. Subject to annual appropriation by Town Meeting, the Town agrees to pay the Treasurer/Collector for services rendered under this Agreement, an annual base salary of \$87,394 subject to applicable withholdings and deductions effective July 1, 2023, and continuing through June 30, 2024, payable in installments at the same time as other employees of the Town are paid.
- D. Annually, upon recertification, the Town agrees to pay the Treasurer/Collector a stipend in the amount of \$1,000 for Treasurer Certification and \$1,000 for Collector Certification from the Massachusetts Treasurers/Collectors Association.
- E. If the Treasurer/Collector continues in office after the expiration of this Agreement, and there is no successor Agreement, she shall continue to receive the latest salary under this Section and the same benefits under this Agreement, until such time as her salary and benefits shall otherwise be provided for by the Town or she ceases to be employed by the Town. This subsection shall survive the termination of this Agreement.

Section V: Treasurer/Collector Evaluation

- A. The Town Administrator shall review and evaluate the Treasurer/Collector once per contract year from the date of appointment in accordance with the Town policy and practice for evaluation of department heads.

- B. Annually the Town Administrator and Treasurer/Collector shall define the goals and objectives which they determine necessary for the proper operation of the Treasurer/Collector's Office and attainment of the Town's policy objectives and shall further establish a general priority among those various goals and objectives.

Section VI: Hours of Work

The Treasurer/Collector is an exempt employee for the purposes of Fair Labor Standards Act (FLSA) and is expected to perform the hours necessary to carry out her duties and fulfill her responsibilities in the role of Treasurer/Collector. She is expected to be in Town Hall during open hours, Monday 8am-7pm, Tuesday-Thursday 8am-4 pm and Friday 8am-1pm. Treasurer/Collector may infrequently be required to work an evening and/or weekend if the need arises.

Section VII: Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty and Disability Insurance

- A. The Town shall provide the Treasurer/Collector a health insurance policy similar to other Town employees. In accordance with the Town's current Public Employee Commission (PEC) Agreement, the Town shall pay eighty percent (80%) of the premium and the Treasurer/Collector shall pay twenty percent (20%) of the premium.
- B. The Treasurer/Collector shall be granted four (4) weeks paid vacation per contract year. A week shall be defined as five (5) working days. One week of unused vacation days may be carried over from one year to another.
- C. The Treasurer/Collector shall be granted fifteen (15) sick days a year. Unused sick days may be accumulated from year to year.
- D. Any unused vacation at the renewal of the Agreement shall carry over and be credited to the Treasurer/Collector if the Agreement is extended.
- E. The Treasurer/Collector shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	
- F. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday.
- G. Upon the death of the Treasurer/Collector's spouse or her children, the Treasurer/Collector will be granted five (5) working days without loss of pay. Upon the death of the Treasurer/Collector's mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Treasurer/Collector will be granted leave of three (3) days without loss of pay.

- H. The Treasurer/Collector shall be granted three (3) days of paid personal leave each contract year.
- I. In the event that the Treasurer/Collector serves as a juror in a federal court or in the Courts of the Commonwealth, she shall receive from the Town the difference between her salary and the compensation received for such jury services, exclusive of any travel or other allowance; provided, however, he/she shall receive her full pay for her first three (3) days of service for the Commonwealth of Massachusetts.
- J. Should the Treasurer/Collector attend professional conferences out of state, time spent at such conferences shall not be deducted from her vacation leave and shall be considered professional development leave.

Section VIII: Professional Development

- A. The Town agrees to pay, with prior approval of the Board, for the registration, travel, and subsistence expenses of the Treasurer/Collector for short courses, institutes, seminars that are necessary for her professional development.
- B. The Town shall pay the Treasurer/Collector's registration fee(s), travel, and subsistence expenses to and from the Massachusetts Collectors and Treasurers Association (MCTA) Annual Conferences, the Massachusetts Municipal Association Annual Conference, and other organizations' conferences as required for education and certification.

Section IX: Dues and Subscriptions

- A. The Town agrees to pay, with prior approval of the Board, for the professional dues and subscriptions of the Treasurer/Collector necessary for her membership in the following professional organizations; Massachusetts Treasurers/Collectors Association (MTCA), Massachusetts Municipal Human Resources Association (MMHR) and any other professional organizations deemed necessary and desirable for her continued professional participation, growth and advancement and for the good of the Town.

Section X: Expenses

- A. The Treasurer/Collector shall be reimbursed for any expenses incurred in the performance of her duties, or as an official representative of the Town, including attendance by her at civic or social events.
- B. If the Treasurer/Collector leaves the employment of the Town and services as a witness in depositions, trials, or administrative proceedings, for the benefit of and at the request of the Town, she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on her salary at the time of her separation from employment from the Town.
- C. This Section shall survive the termination of this Agreement.

Section XI: Indemnification

- A. To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Treasurer/Collector against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged action or omission occurring in the performance of her duties as Treasurer/Collector, even if said claim has been made following her termination from employment, provided that the Treasurer/Collector acted within the scope

of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount to any settlement or judgement render thereon without recourse to the Treasurer/Collector.

- B. The provisions of this Section shall not apply to disputes between the Treasurer/Collector and the Town regarding the Treasurer/Collector's employment or concerning any of the terms and conditions of this Agreement.
- C. The Town shall have the discretion to determine whether or not to assign counsel or reimburse the Treasurer/Collector for attorney's fees and costs in connection with such claims and suits.
- D. This section shall survive the termination of this Agreement.

Section XII: Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Treasurer/Collector.

Section XIII: Non-Renewal of Agreement

- A. If the Board decides that it does not wish to renew this Agreement at its expiration, the Board shall give the Treasurer/Collector written notice of its intent not to renew this agreement at least (6) six months in advance of the expiration of this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional (6) month period.
- B. If the Board does not give notice of non-renewal, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional (6) month period.

Section XIV: Other Terms and Conditions of Employment

- A. All provisions of the Laws of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Treasurer/Collector as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Treasurer/Collector, except as otherwise provided by this Agreement.
- B. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.
- C. All compensation and benefits provided under this Agreement shall be contingent upon annual appropriation by Town Meeting.

Section XV: No Reduction in Benefits

The Town shall not at any time during the term of this Agreement reduce salary, compensation or other benefits of the Treasurer/Collector, except to the degree such a reduction is across the board for all other employees of the Town.

Section XVI: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows;

1. TOWN: Chair of Select Board
2. TREASURER/COLLECTOR: Stephanie L'Etalien

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XVII General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors for the Treasurer/Collector.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remaining of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Hopedale, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Treasurer/Collector has signed and executed this Agreement, both in duplicate.

TOWN OF HOPEDALE
Acting by and through its Select Board

TREASURER/COLLECTOR

Brian R. Keyes, Select Board Chair

Stephanie L'Etalien

Date: _____

Date: _____

Attest to Signature:

Approved as to Legal form:

Lisa Pedroli, Town Clerk

Town Counsel

Date: _____

Date: _____

**Town of Hopedale, Massachusetts
Job Description**

Position Title:	Treasurer/Collector	Grade Level:	IV
Department	Finance	Date:	08/2021
Reports to:	Town Administrator	FLSA Status	Exempt

Statement of Duties: The Treasurer/Collector is responsible for the provision of supervisory and administrative work associated with the collection of all taxes due to the Town, the investment and disbursement of all town funds, the structuring of short and long-term debt, and the administration of employee payroll, including benefits, leaves and offered incentive programs, in accordance with applicable contracts, policies, bylaws, Massachusetts General Laws and federal laws/regulations. Employee is required to perform all similar or related duties.

Supervision Required: Under the administrative direction of the Town Administrator, the employee plans and carries out the regular work in accordance with standard practices and previous training, with substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining the work methods. The employee is expected to solve through experienced judgment most problems of detail or unusual situations by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. The employee establishes short and long-range strategic plans and objectives, department performance standards and assumes direct accountability for department results. Consults with the Town Administrator where clarification, interpretation, or exception to municipal policy may be required. The employee exercises control in the development of departmental policies, goals, objectives and budgets. The employee is also expected to resolve all conflicts which arise and coordinate with others as necessary.

Supervisory Responsibility: As a regular and continuing part of the job, is accountable for the quality and quantity of work done by subordinates and assures the accomplishment of the assigned work in the prescribed manner. Supervisory functions typically consist of most of the following: plans, schedules and coordinates work operations to meet schedules, deadlines and priorities; revises work schedules to meet changes in workload or availability of manpower; recommends and justifies to higher levels of management changes in the organization of work, work methods or assignment of functions to positions that may affect staffing patterns, costs, work standards, etc.; assigns work based on varying capabilities of employees; assures that completed work meets the required standard of quality, timeliness and cost, taking corrective actions as necessary, including rejecting the work; recommends promotions, reassignments, pay increases or other personnel actions; oversees attendance and leave, typically including approval of ordinary sick and vacation schedules; advises employees of performance requirements and prepares formal evaluations of performance; gives advice and instruction on both administrative and work matters; informs subordinates of organizational policies, goals and procedures; resolves employee complaints and effects disciplinary actions, such as oral warnings and reprimands; has substantial responsibility for technical soundness of subordinates' work. The employee is responsible for the supervision of at least two (2) or more employees who work at the same location and, generally, the same work schedule.

Town of Hopedale
Treasurer/Collector
August 9, 2021

Town of Hopedale, Massachusetts
Job Description

Confidentiality: Employee has access to confidential information on a department-wide basis obtained during performance of regular position responsibilities in accordance with the Commonwealth's Public Records Law such as personnel files, department and client records.

Accountability: Consequences of errors, missed deadlines or poor judgment may include adverse public relations, monetary losses, missed deadlines, jeopardize programs, and legal repercussions.

Judgment: Work is performed based on administrative or municipal policies, general principles, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches to accomplish objectives and/or to deal with new or unusual requirements within the limits of established guidelines, practices, or policies. The employee is recognized as the department or functional area's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

Complexity: Work consists of managerial functions and processes such as planning, organizing, controlling, coordinating, evaluating, and integrating activities and programs for more than one major department within the Town.

Work Environment: The work environment involves everyday discomforts found in an office setting subject to frequent work interruptions. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee is required to work beyond normal business hours to attend evening board/committee meetings and town meetings.

Nature and Purpose of Public Contact: Employee has constant interaction with co-workers, the public, groups, and/or individuals such as civic leaders, peers from other municipalities, representatives of professional groups. The employee serves as a recognized authority of the municipality in matters of considerable importance, including departmental practices, procedures, regulations, or guidelines. Employee is required to discuss controversial matters where tact is required to avoid friction and to obtain cooperation.

Occupational Risk: Risk exposure is similar to that found in a municipal office setting.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Receives and takes custody of all funds belonging to the town; prepares cash flow projections and evaluates the Town's cash requirements; establishes and determines short-term cash management practices and activities, makes short and long-term borrowing arrangements to ensure that an orderly cash flow is maintained.
2. Oversees all Town collection services related to real estate, motor vehicle excise, personal

Town of Hopedale
Treasurer/Collector
August 9, 2021

Town of Hopedale, Massachusetts
Job Description

property, and other Town and Enterprise taxes and services, printing and collecting the bills; oversees perfecting of tax collections inclusive of demand billing, warranting tax titles, liens, and development and monitoring of payment plans, contracted collection services; monitors the processing, accounting for and maintenance of all collection records.

3. Provides for the receipt, deposit, accounting for and segregation of all department collected revenues; provides for the regular proof, reconciliation and reporting of all Town funds ensuring collection and disbursement according to attended purposes; verifies with the Town Accountant to assure that the record of accounts are in agreement with the statement of collections and disbursements.
4. Manages all town debt service functions including the preparation of cash flow projections; issues short and long-term borrowing; reviews with financial advisor and Bond Counsel the wording, structure and amount of debt issued; determines and recommends the appropriate mix and timing of loans to ensure favorable market entry and that all legal requirements have been met.
5. Establishes and maintains all employee benefits including Workers Compensation and Injured on Duty Pay.
6. Supervises the preparation and disbursement of Town payments for payroll, payroll taxes, employee benefits and the maintenance of related records.
7. Monitors and oversees the preparation of various financial and accounting records related to revenues, collections, police detail billing and collection, municipal parking ticket payments and insurance reconciliations, etc.
8. Oversees the Town's cash management program including the monitoring of cash levels.
9. Oversees and supervises accounts payable check processing and reconciliation.
10. Negotiates and recommends approval of treasury/collection third party arrangements.
11. Manages all Town trust funds including portfolio management in accordance with investment guidelines.
12. Prepares reports including reconciliation of treasurer's cash, weekly or monthly report of receipts and balances, payroll deductions and input to the annual report.
13. Prepares and administers the budget for the Treasurer/Collector including debt service.
14. Responds to inquiries and requests for a wide range of information pertaining to department and town-wide operations and/or services over the counter or the telephone and through email.

Recommended Minimum Qualifications:

Education and Experience: College degree with five to seven (5-7) years related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Collector & Treasurer certification from the Massachusetts Treasurers/Collector within three (3) years of appointment. Must be able to be bonded.

Town of Hopedale
Treasurer/Collector
August 9, 2021

Town of Hopedale, Massachusetts
Job Description

Knowledge, Abilities and Skill

Knowledge: Thorough knowledge of federal, state, and municipal laws, regulations, and procedures relating to the duties and responsibilities of a municipal Town Treasurer and Town Collector; knowledge of accounting, collection work, payroll, personnel, borrowing and investing functions; working knowledge of computer software applications in spreadsheet applications and word processing; knowledge of office procedures and equipment; knowledge of investing and dealing with investment firms for further assistance. Knowledge of technology such as office software as well as the utilization of the Internet in support of department operations.

Abilities: Ability to communicate appropriately and effectively with people through spoken written, listening and reading skills; ability to learn and to train staff members; ability to budget and forecast revenue; ability to be bonded as both treasurer and collector; good judgment needed and tact in dealing with complex and sometimes sensitive situations. Ability to recognize town-wide priorities and to establish and maintain effective working relationships with other departments, state agencies, the general public and local officials to support their accomplishment. Ability to establish and maintain complex record keeping systems.

Skill: Proficient computer skills, mathematical skills, recordkeeping and clerical skills, written and oral communication skills. Effective management and supervisory skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. The employee may occasionally be required to lift objects such as books, office equipment, and computer paper.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination such as a personal computer.

Visual Demands: Visual demands require an employee to constantly read documents for general understanding and analytical purposes.

AGREEMENT

This Agreement (the "Agreement") is made and entered into this _____ day of August, 2021 by and between **Black Brook Realty Corp.** ("BBR"), a Massachusetts corporation having a usual place of business at 17 Main Street, Hopkinton, Massachusetts 01748 and **Ricardo Lima**, an individual with an address of 3 Whitney Road, Hopedale, Massachusetts 01747 ("Lima" together with BBR sometimes collectively referred to as the "Landowners"), on the one hand, and the **Town of Hopedale**, a municipality with town offices located at 78 Hopedale Street, Hopedale, Massachusetts 01747 (the "Town"), on the other hand.

WHEREAS, on June 24, 1985, at a Special Town Meeting of the Town, Warrant Article 7 (the "Warrant Article") was passed relative to a Town owned strip of land approximately thirty (30') feet wide and seven hundred and three (703') feet long located at the end of the paved portion of the road known as Overdale Parkway, which terminates at an entrance to the Hopedale Park Lands (hereinafter the "Unimproved Roadway"), which is owned by the Town by a deed dated October 27, 2016 from Harriet B. Somborger, recorded with the Worcester District Registry of Deeds (the "Registry") at Book 2122, Page 288 and a deed dated December 1, 1916 from Jessie M. Clark recorded with the Registry at Book 2122, Page 290. A true copy of the Warrant Article and related "*Plan of Land, Hopedale, Mass.*" (the "1985 Plan") are attached hereto as Exhibits A-1 and A-2;

WHEREAS, the Warrant Article provided for the acceptance of a "gift" to the Town (the "Gift") from Virginia A. Larkin and Edward Larkin (collectively the "Larkins"), who owned

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property abutting the Unimproved Roadway, in the form of their willingness and obligation to improve said unimproved portion of roadway so as to provide access to their land as well as the land on the westerly side (of the Unimproved Roadway) formerly owned by Curville W. Cox and Elizabeth T. Cox (collectively the “Coxes”), among other things;

WHEREAS, BBR and Lima as the respective successors in title to the Coxes and Larkins, (see Registry at Book 21543, Page 65 and at Book 64469, Pages 229 and 232), wish to proceed with the Gift to the Town and, as required by the Warrant Article, have requested that the Town through the Select Board execute this Agreement to indicate its acceptance of said Gift; and

WHEREAS, through this Agreement, the Landowners and the Town wish to proceed with the Gift and further clarify their respective and rights obligations under the Warrant Article.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the other considerations recited herein, all of which are expressly acknowledged to be sufficient and valid, the Parties hereby covenant and agree as follows:

1. Acceptance of the Gift. The Town accepts the Gift and the Parties agree that, except as specifically provided in this Agreement, their respective rights and obligations arising under the terms of the Warrant Article remain in full force and effect, provided, however, nothing herein shall be construed to obligate the Town to maintain the Unimproved Roadway, unless and until it is accepted as a public way.

2. Upgrade of the Unimproved Roadway. The Landowners will upgrade the Unimproved Roadway to current Town subdivision standards in conjunction with a definitive subdivision application, see M.G.L. c. 41, Section 1 et seq. The Town agrees to join in the subdivision application solely as the owner of the Unimproved Roadway, but for no other purpose.

The actual layout of this subdivision shall be substantially similar to what is shown on the 1985 Plan. Given the existing condition of the improved section of Overdale Parkway, the Landowners reserve the right to seek waivers where reasonable from the Town's subdivision rules and regulations. The Landowners will prosecute the subdivision application/plan and, upon approval, the actual construction of the subdivision roadway with reasonable diligence.

3. Parking Spaces for the Hopedale Park Lands. The design and construction of the contemplated subdivision roadway, see Paragraph 2, above, shall provide for four (4) or five (5) parking spaces to the Town, through easement or fee, within the cul-de-sac terminus for members of the public to access the Hopedale Park Lands. The actual location of the foregoing parking spaces is to be determined during the definitive subdivision approval process.

4. House Lot Yield. As provided in the Warrant Article, BBR and Lima will be limited to six (6) and four (4) single family house lots, respectively, from the frontage created through the improvement of the Unimproved Roadway.

5. Costs of Subdivision and House Lots. The Landowners shall be responsible for all the costs and expenses relative to the permitting and construction of the contemplated definitive subdivision roadway as well as for the ten (10) single family house lots that obtain their access therefrom.

6. Deed to Surplus Land/Conservation Restriction. Upon the receipt of final, non-appealable decision(s) on the definitive subdivision application and any related permits or approvals needed for the construction of the subdivision roadway and the houses on the ten (10) single family houses thereon, BBR will deed to (or alternatively, as may be requested by the Town, will impose a conservation restriction in favor of) the Town or the Hopedale Park Lands Commissioners on the

balance of the land located within the Town's boundaries not reasonably necessary for the construction and prospective homeowner's enjoyment of said six (6) houses thereon. Such deed or conservation restriction shall be in such form as is reasonably acceptable to the Town and its counsel, and shall provide for public access. BBR will take similar action with respect to the balance of its parcel located within the Town of Mendon. As the location of the building envelopes, driveways, Title V systems and wells, among other things, for these six (6) house lots is not yet known, the Parties agree that the location of this land will be determined following the approval and permitting process. Finally, BBR agrees that no building permits for the six (6) house lots on its parcel shall issue until the deed or conservation restriction in favor of the Town or Hopedale Parklands Commissioners is recorded with the Registry.

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7. Subdivision Approval. Notwithstanding anything herein to the contrary, the Landowners are obligated to apply for and receive any and all permits and approvals from any Town board or commission for the subdivision having jurisdiction thereover, and nothing herein shall be construed as support for, or against, approval of said subdivision by the Select Board.

8. No Further Lots. In accordance with the terms of the Warrant Article, in the event a Landowner, its heirs, successors or assigns, allows any other lot owner to pass through a lot shown on the 1985 Plan, without authorization of the Hopedale Town Meeting, the rights and easements granted to said Landowner shall be terminated forthwith and shall not be reinstated without Town Meeting approval.

9. Select Board Approval and Recording. This Agreement is subject to approval by the Select Board of the Town at a duly scheduled meeting and shall be of no force or effect unless and until approved. As required by the Warrant Article, the fully executed Agreement and the

exhibits thereto, which signifies the Town's acceptance of the Gift, are to be recorded at the Worcester South Registry of Deeds.

10. Neutral interpretation. The Parties represent that they have had the ability to be fully and competently represented by counsel of their own choosing in the negotiation and drafting of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement. Further, the Parties hereby acknowledge that they have read this entire document, fully understand its terms and effect and that this Agreement is being signed freely by them. Each of the terms of this Agreement are contractual, not a mere recital, and result from negotiation among the Parties hereto.

11. Governing Law. The validity and construction of this Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions.

12. Binding on Successors. This Agreement shall inure to and be binding upon the Parties hereto and their respective beneficiaries, heirs, successors, assigns, transferees and legal representatives.

13. Counterparts. This Agreement may be executed concurrently in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute but one ~~and in~~ the same Agreement.

14. Entire Agreement. This Agreement contains the entire agreement among the Parties and supersedes all prior agreements and understandings, oral or written, among the Parties with respect to the subject matter hereof. This Agreement may be amended only by an agreement in

writing signed by the party against whom any waiver, change, amendment, modification or discharge is asserted.

15. Costs. Should either party to this Agreement initiate any suit or take action to protect its rights under or obtain performance of the promises made herein, then the prevailing party to such suit or action shall be entitled to recover its costs and fees, including reasonable attorneys' fees.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have hereby executed this Agreement under seal as of the date first written above.

Black Brook Realty Corp.

Town of Hopedale

By: _____
John Burns, its President and Treasurer

Brian R. Keyes, Chair

Louis J. Arcudi, III

Ricardo Lima

Glenda A. Hazard

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this ____ day of August, 2021, before me, the undersigned notary public, personally appeared _____, member of the Hopedale Select Board, as aforesaid, 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:

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this ____ day of August, 2021, before me, the undersigned notary public, personally appeared John Burns, President and Treasurer of Black Brook Realty Corp., as aforesaid, 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 signed it voluntarily for its stated purpose on behalf of the Black Brook Realty Corp.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this ____ day of August, 2021, before me, the undersigned notary public, personally appeared Ricardo Lima, as aforesaid, 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 it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit A-1

Warrant Article

Exhibit A-2

1985 Plan

HOST COMMUNITY AGREEMENT

Between

TOWN OF HOPEDALE, MASSACHUSETTS

and

GREEN RIVER CANNABIS COMPANY, INC.

This Host Community Agreement {"Agreement"} is entered into this ____ day of January 2020 by and between Green River Cannabis Company, Inc. , a Massachusetts Corporation with a principal office address of 30 Washington Street, Attleboro, Massachusetts {"Operator" or "Establishment"} and the Town of Hopedale, a Massachusetts municipal corporation with a principal address of 78 Hopedale Street, Hopedale, MA01747 ("Town").

WHEREAS Operator intends to apply to the Cannabis Control Commission {the "CCC"}, to operate a 1500 square foot Retail Marijuana Establishment at the property located at 5 Condon Way, Unit E Parcel ID 22-32-22 within the Town (the "Premises" or the "Facility"), pursuant to G. L. c. 94G (the "Act") and 935 CMR 500: Adult Use of Marijuana and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS Operator seeks to be licensed as a Retail Marijuana Establishment authorized to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell and educate, or otherwise transfer this product to Marijuana Establishments and to consumers; and

WHEREAS the Operator anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS the Operator intends to provide certain benefits to the Town in the event that it receives the requisite License from the CCC to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS Operator desires to provide community impact fee payments to the Town pursuant to M.G.L. c.94G, § 3(d), and any successor statutes and regulations, in order to address any costs imposed upon the Town by the Establishment's operations in the Town; and

WHEREAS the Town supports Operator's intention to operate a Retail Marijuana Establishment for sale of adult-use marijuana in the Town; and

WHEREAS the Parties intend by this Agreement to satisfy the provisions of M.G.L. c. 94G, §3(d), as established by the Act, applicable to the operation of an adult use Retail Marijuana Establishment in the Town; and

WHEREAS the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and the Town agree as follows:

1- Community Impact Fee: The Town anticipates that, as a result of the Operator's operation of the Retail Marijuana Establishment, the Town will incur additional expense and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services, public health services and education in addition to potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate the direct and indirect financial impact upon the Town and use of Town resources, the Operator agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein {The "Annual Payments"}

A. Payments: In the event that the Operator obtains a Final License, or such other license and/or approval as may be required, for the operation of a Retail Marijuana Establishment by the CCC or such other state licensing or monitoring authority, which permits and/or licenses allow the Operator to locate, occupy and operate the Facility in the Town, then the Operator agrees to provide the following Community Impact Fee:

B. Operator shall make Annual Payments in the amount equal to three percent (3%) of the gross revenue from the Retail Marijuana Establishment's annual cannabis or marijuana product sales. The term "gross sales" shall mean the total of all sales transactions of the Facility of marijuana and marijuana infused products.

1. Annual Payments shall be quarterly each calendar year on the 1st Tuesday of January, April, July and October, beginning on the first of such dates after the establishment has received both an occupancy permit from the Building Commissioner and the issuance of a Final License and "approval to sell" at the Facility from the CCC.

2. Operator shall submit financial records to the Town within 30 days after payment of each quarterly installment of the Annual Payment with a certification of sales with respect to each such payment. Operator shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility.

3. The Annual Payments shall continue for a period of five (5) years from the date the Facility commences operations. At the conclusion of the five (5) year term, the

Parties shall negotiate the terms of a new Annual Community Impact Fee as an Amendment to this Agreement.

4. The Town may use the above referenced payments as it deems appropriate in its sole discretion but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Operator agrees that for the initial 5- year term of the Community Impact Fee, the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Operator hereby acknowledges and agrees to pay the usual and customary building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
 2. Facility Consulting Fees and Costs: The Operator shall reimburse the Town for any and all reasonable and customary consulting costs and fees, including without limitation, reasonable attorneys' fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility. Provided, however, that any upfront payments for such fees and costs shall be deducted from the Community Impact Fee payment.
 3. Late Payment Penalty: The Operator acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event the Operator fails to make timely payment as set forth above, the Town will provide the Operator with written notice of delinquency. Any payments that are not fully made within fifteen (15) business days of the date written notice of delinquency has been received by the Operator will be subject to a late payment penalty equal to five percent (5%) of such required payments.
- 2- Term and Termination: Except as expressly provided herein, this Agreement shall take effect on the day above written, subject to the contingencies noted herein for the Operator's necessary state and local permits, licenses and approvals. This agreement shall continue in effect for so long as the Facility operates as a Retail Marijuana Establishment within the Town, with the exception of the Community Impact Fee, which shall be governed by the provisions of Section 1 of this Agreement, or until an amendment or new Host Community Agreement that supersedes this Agreement is executed.

In the event the Operator has not secured a Final License from the CCC and all necessary local permits from the Town and commenced operations at the Facility within one (1) year from the Effective Date of this Agreement, this Agreement shall expire and the Operator shall be required to negotiate a new Agreement in order to operate the Facility within the Town, unless the Board of Selectmen, in its discretion, agrees to an additional extension of time, for good cause, which shall not be unreasonably withheld, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

The Board of Selectmen voted on Monday, December 21, 2020, to allow an extension of this Agreement until December 21, 2021 for the Operator to secure a Final License from the CCC and all necessary local permits from the Town and commenced operations at the Facility.

3. Local Taxes: At all times during the Term of this Agreement, property, both real and personal, owned or operated by Operator shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Operator or by its landlord, and neither the Operator nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Operator is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Operator is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Operator shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Operator under Section 1 of this Agreement.

4. Applicability of Host Agreement: The provisions of this Host Agreement apply only to the Operator's use of the facility to operate a Retail Marijuana Establishment in accordance with 935 CMR 500.000 as licensed by the CCC.
5. Security: Operator shall maintain security at the Facility at least in accordance with a security plan presented to the Town and approved by the CCC. Additionally, the Operator shall at all times comply with Massachusetts law and local law regarding security of the Facility. Operator shall coordinate with the Hopedale Police Department in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Hopedale Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Hopedale Police Department of any suspicious activities on the site.

Operator shall promptly report the discovery of the following to the Hopedale Police Department immediately: diversion of marijuana, unusual discrepancies identified during inventory, theft, loss and any criminal activity; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana or marijuana establishment agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to loss of electrical power or mechanical malfunction that is expected to last longer than eight

hours; and any other breach of security.

The Operator shall implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the commencement of operations at the Facility. The Operator shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any suggested changes, amendments or modifications to address local concerns.

The Operator agrees and acknowledges that annual inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

6. Local Hiring: To the extent permissible by law, Operator commits to hiring local, qualified employees. In addition to the direct hiring, Operator will work in a good faith, legal, and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Town area whenever otherwise comparable local vendors are available.
7. Improvements to Property: Operator shall make capital improvements to the property such that the property will match the look and feel of the Town and be of construction standards at least at the quality of other nearby businesses and construction standards per state and local Building Code requirements.
8. Registration and Approvals Required: The obligations of Operator and the Town recited herein are specifically contingent upon the obtaining a final license for the operation of a Retail Marijuana Establishment from the CCC to operate in Town, and all necessary local permits and approvals.
9. Cooperation: The Town agrees to submit to the CCC the required certifications required to support a License Application but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

10. Compliance and Indemnification: The Operator shall comply with all laws, regulations and orders applicable to the operation of a Retail Marijuana Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approval required for the operation of a Retail Marijuana Establishment.

The Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Facility to the extent caused by or contributed to by the Operator, but specifically excluding such matters caused by the negligence of the Town, its agents, departments, officials, employees, insurers and/or successors. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Operator agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. As a condition of indemnification pursuant to this Section, the Town shall: (a) notify the Operator within a reasonable period of time of any matter concerning which the Town may seek indemnification hereunder; (b) at the request of the Operator give the Operator control over the investigation, defense and/or settlement of such matter; and (c) cooperate to the greatest possible extent in such investigation, defense and/or settlement.

11. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.

12. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and also by email. Any and all written notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town:

Diana Schindler
Town
Administrator
78 Hopedale
Street
Hopedale, MA
01747

Copy To:

Town Counsel
Brian W. Riley,
KP-Law, PC
101 Arch
Street, 12th
Floor Boston,
MA02110

To Operator:

Constant
Poholek, Jr.
Green River Cannabis Company, Inc
30 Washington Street,
Attleboro, MA 02703

13. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Operator agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Operator in a court of competent jurisdiction, the Operator shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

14. Successors/Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Operator shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Companies outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town. Prior to any sale or transfer of a controlling interest in the Company, the Company shall obtain the consent of the Town, which shall not be unreasonably withheld or delayed'

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

16 Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

17 Confidentiality: Operator may provide to the Town, certain financial information, investment materials, products, plan, documents, details or company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "Confidential Information"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or at any time, thereafter, disclose to any person or entity, any Confidential Information, except as may be required by court order or law. Operator shall mark each plan, page, or transmission with the word "Confidential".

18 Modifications: Modifications to this Agreement may only be effective if made in writing and signed by both parties.

19 Headings: The article, section, and paragraph headings in this Agreement are for convenience only and are not part of the Agreement and shall not affect the interpretation of this Agreement.

20 Countermarks: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

21 No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Operator and any other successor, affiliate or corporate entity as joint ventures or partners.

22 Nullity

This Agreement shall be null and void in the event that the Operator does not locate a Retail Marijuana Establishment in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Community Impact Fee due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

23. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS

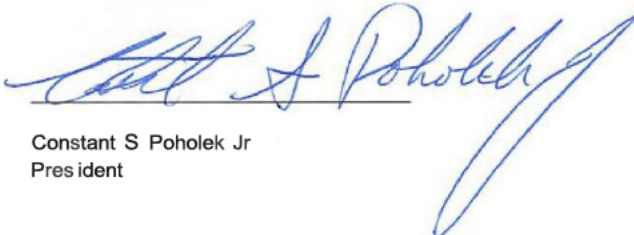
WHEREOF, the parties hereto have executed this Agreement on the day and year first written above

For the TOWN OF HOPEDALE BOARD OF SELECTMAN

Brian R Keyes

Brian R Keyes (Feb 16 2021 11:10 EST)

**For The:
Green River Cannabis Company, Inc.**



Constant S Poholek Jr
President

Board of Selectmen
Regular Meeting Minutes
April 20, 2021, 7:00 PM

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

Chair Keyes called the meeting to order at 7:00PM. Chair Keyes lead the pledge of allegiance.

Chair Keyes read the executive session below:

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

Executive Session Motion:

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

- A. For item # (3) To discuss strategy with respect to collective bargaining or litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares, which he does. **Purpose: Litigation re Notice of Docket Entry 2021-J-0111, Reilly, et als v. Town of Hopedale, et als, Attorney Brian Riley Present; and Collective Bargaining, All Units.**
- B. 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, Fire Deputy.**

Selectman Arcudi moved to go into executive session for the purposes that Chair Keyes outlined. Chair Keyes seconded the motion.

Roll Call Arcudi – Aye, Roll Call Keyes – Aye

Chair Keyes dissolved the meeting at 7:04PM

Submitted by:

Lindsay Mercier

Lindsay Mercier, Executive Assistant

Adopted: _____

Board of Selectmen
Regular Meeting Minutes
May 10, 2021, 7PM

Present: Chair Keyes, Selectman Arcudi, Town Administrator Schindler, Executive Assistant Lindsay Mercier.

Chair Keyes called the meeting to order at 7:00PM. Chair Keyes began the meeting with the Pledge of Allegiance.

Consent Items

Accept the \$5,000 Donation from the Seven Hills Foundation to the Hopedale Fire Department for a portable suction unit and two (one for each ambulance) video laryngoscopes used for difficult intubation.

Chair Keyes stated that there is a letter provided by Seven Hills Foundation, Bill Stock in the packet. The letter was shared to the meeting screen. Keyes thanked the Seven Hills Foundation for their generosity to the Hopedale Fire Department. Chair Keyes mentioned that the Seven Hills Foundation makes annual donations, and the Town appreciates their generosity.

Selectman Arcudi made a motion to accept the \$5,000 donation from the Seven Hills Foundation to the Hopedale Fire Department for a portable suction unit and two (one for each ambulance) video laryngoscopes used for difficult intubation. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Accept the Donation from the Reilly Family to cover legal fees associated with the legal fight for the Town's Chapter 61 right to the West Street Property, donating \$10,000 for Hopedale Public Schools, \$10,000 for Hopedale Fire Department, \$10,000 for Hopedale Police Department (see letter attached).

Chair Keyes stated that he and Town Administrator Schindler has been corresponding with Attorney Brian Riley with KP Law. Keyes wanted guidance regarding any liability and ethical issues with accepting this donation because of current litigation from the person giving the donation. Keyes stated that Attorney Riley informed him that anyone can donate to these three important and critical departments. Keyes stated that the language of the letter is what makes him uncomfortable accepting, because the language is to “off set legal fees” which is caused by the ongoing litigation from the person offering the donation. Keyes stated that he would feel more comfortable accepting the donation with a three-person board (full board) or if the language was changed. Selectman Arcudi stated that the Town can only accept \$20,000 because of the Town's charter, the Town is not allowed to receive/accept money for the schools. Arcudi stated that the letter will need to be rewritten to state only Fire and Police and adding Schools to another letter. Arcudi stated that he is comfortable to move this item to another meeting so it can be discussed with a three-person board if that is what Chair Keyes is comfortable with. Arcudi stated that he would be comfortable with a motion that does not state “off setting legal fees” instead the motion would be to “accept the donation to the Fire Department and Police Department” and not tie it to a particular reason. Keyes and Arcudi both stated that this donation is incredibly generous and that the Departments receiving the donation are very thankful. Keyes asked to pass this item over for the time being, not include the letter and reword the motion of the donation from the Reilly family to Police and Fire. There will be a board of three when this item is revisited. Arcudi asked Town Administrator Schindler to work with the donor to word the letter per their requests. Arcudi asked Town Administrator Schindler to get clarification if these donations are going directly to Police and Fire's operating budgets, not for a specific reason/budget.

Selectman Arcudi made a motion to table this item until there is a three-person Board of Selectmen.

Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Appointments and Resignations

Appointment of Megan Piatt to the Open Space and Recreation Planning Committee, Effective May 10, 2021 (Talent Bank Attached)

Chair Keyes thanked Megan Piatt for her interesting in the Open Space and Recreation Planning Committee and volunteering her time and efforts. Keyes stated that he is excited for this committee to start. Selectman Arcudi echoed Chair Keyes sentiments.

Selectman Arcudi made a motion to appoint Megan Piatt to the Open Space and Recreation Planning Committee, unexpired term, effective May 10, 2021. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

New Business

Approve Contract for Deputy Fire Chief (Vote):

Town Administrator Schindler informed the Board of Selectmen that the contract in tonight's meeting packet includes the revisions that were agreed upon and both parties (BOS and Fire Deputy Chief) agree to the contract. Selectman Arcudi stated that in executive session they have walked through this contract and regarding the revisions, nothing fundamentally was changed. Chair Keyes stated that he is comfortable with this contract. Selectman Arcudi thanked the Fire Deputy Chief for his patience with this and being so gracious and professional. Chair Keyes echoed Selectman Arcudi's sentiments.

Selectman Arcudi made a motion to approve the Deputy Fire Chief Contract. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Joint Meeting with Finance Committee

Update & Finalize re: FY22 Budget and Articles (Vote)

Review Annual Town Warrant 2021 & TM Presentation (Vote)

Finance Committee Present: Elizabeth Callahan, Dennis Madigan, Ken Wilson, Patrick Maloney, Chris Hodgen's Jr. Chair. Chair Hodgen's opened the joint meeting with the Board of Selectmen and Finance Committee at 7:22PM.

Chair Hodgen's stated that one of the major changes to the FY22 budget workbook draft since their last meeting was updating the estimate for cannabis retail sales. Chair Keyes stated that there is an opportunity to still exceed that number that was provided regarding cannabis retail sales. Regarding the remaining contracts that are being negotiated, the Finance Committee is thinking to increase those budget lines as an estimate. This change will be reflected in the updated FY22 budget draft. Chair Hodgen's went over additional budget lines throughout the FY22 workbook draft.

Chair Hodgen's asked the boards if they would want to use free cash in the operational budget now or do they want to not use the free cash and put it in stabilization in the event that a debt exclusion vote fails. Chair Keyes asked Chair Hodgen's to explain to the public the difference between an override and a debt exclusion. Chair Hodgen's stated that the main difference a proposition 2 ½ override is that the amount is added to the levy, and it does not "fall off" meaning it remains in the levy calculation on a go forward basis. Whereas a debt exclusion "sits on top" of the levy until the debt is paid off. Selectman Arcudi stated that if the Town implements a debt exclusion of \$288,000 which would begin next year (FY23) and go until the year 2030. Essentially the \$288,000 would decrease to \$214,00 by 2030 (7 years). By then, based upon revenues and other items we are anticipating from cannabis, as these monies fall off, they would then be replaced with revenue. This is likely something that the Town residents would not pay from their taxes. However, if the Town takes the \$422,000 immediately next year the Town would have to find \$222,000 to make up in taxes. Chair Hodgen's agreed with Selectman Arcudi's statement adding that it is true as long as the Town does not take on additional debt. Chair Keyes mentioned that if residents see a tax bill increase it is not because of an override or debt exclusion, it is because their assessment will be up to value. Chair Keyes stated that the Assessors office is currently working on making sure all assessing is true to value. Chair Keyes stated that regarding traditional state funding it should be level funding, this is outside of any COVID related funding. Chair Hodgen's stated that he believes the state funding has marginally increased (by a %). Chair Hodgen's stated that in the FY22 workbook draft, the free cash is entered but the debt exclusion is not. This is to see if the Town would have free cash if the debt exclusion failed. The free cash would then go to stabilization. Chair Keyes stated that the Town should not want to liquidate our free cash. Chair Hodgen's feels that it is best practice to use free cash for capital one-time items or stabilization, not necessarily operation. Selectman Arcudi stated that there are certain items in the capital budget that could be put into the operating budget that could be financed. The Board of Selectmen and Finance Committee would have to look through each line item to determine this. Selectman Arcudi stated that he would feel disappointed if the Town could potentially fund certain items but does not take the time now to find out what they are, especially regarding public safety spending. Chair Hodgen's stated that the debt exclusion will allow the Town to purchase some of the items discussed that the Town originally wasn't able to. Town Administrator Schindler stated that there is still time to work on the FY22 budget however, the warrant for Town Meeting needs to be completed as soon as possible. Schindler stated that the warrant needs to be posted by Friday. Chair Hodgen's confirmed with Town Administrator Schindler that the Finance Committee needs to provide her a recommendation on the projects to exclude, the FY22 workbook once completed and the movement to stabilization. Selectman Arcudi stated that he is able to work with Chair Hodgen's to create the math of how much needs to be moved into stabilization minus what the Finance Committee is excluding to come up with the \$288,000. Town Administrator stated that she will work on the three articles discussed during this meeting, the debt exclusion, free cash, transfer to stabilization/capital.

Patrick Maloney made a motion to end the joint meeting with the Finance Committee and the Board of Selectmen. Elizabeth Callahan seconded the motion.

Callahan – Aye, Maloney – Aye, Madigan – Aye, Wilson – Aye, Hodgens – Aye

Old Business

COVID Update re Reopening Town Hall; Library; COA

Town Administrator Schindler stated that the Library Director, Robyn York has created a reopening plan with the Health Agent aiming for reopening on June 1st. Schindler has created a plan as well for Town Hall reopening aiming for June 1st. The hours of operation have not been set as of yet. Schindler is working on additional information for the public. Carole Mullen from the COA spoke to the Board and let them know that she is also working with the Health Agent regarding reopening. Mullen confirmed that the COA is open by appointment currently.

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

Carole Mullen asked the Board and the Town Administrator if updating the contracts for non-union employees is a priority for the Board. Town Administrator Schindler stated that she is working on updating the COLA and “steps” for the Town employees. It is a priority for the Board and Town Administrator, but certain items need to be completed before Schindler can take on another project.

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

Becca Solomon, Chair of the Hopedale Conservation Commission has completed eight units of the Massachusetts Association of Conservation Commissions (MACC) Fundamentals for Massachusetts Conservation Commissioners training program and has received a certificate of achievement (see letter attached).

Chair Keyes and Selectman Arcudi congratulated Becca Solomon on this achievement. The Board thanked her for her hard work and continued effort in advancing her knowledge.

Requests for Future Agenda Items:

Hopedale MVP Listening Session

Administrator Updates (In Packet)

Executive Session:

Chair Keyes read the purpose for executive session below.

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; Clerical, Public Works & Dispatch Units.**

Selectman Arcudi made a motion to move to executive session per the purpose that Chair Keyes read. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 9:06PM

Submitted by:

Lindsay Mercier

Lindsay Mercier, Executive Assistant

Adopted: _____

Board of Selectmen
Regular Meeting Minutes
May 13, 2021, 3:00pm

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

Chair Keyes called the meeting to order at 3:02PM. Chair Keyes began the meeting with the Pledge of Allegiance.

Review Annual Town Meeting Warrant (Vote)

Town Administrator Schindler started with reviewing the Town Meeting Warrant for the Board. Schindler presented the Warrant draft on her screen. Schindler mentioned that Selectman Arcudi requested to change the order of warrant article 1 and 2. Arcudi stated that he feels the warrant article changing the name from “Board of Selectmen” to “Select Board” is very important and wanted it to be at the beginning. He asked for the Zoning Warrant article regarding cannabis retail, cultivation and testing to be moved up because if this item does not pass it will change future financing and funding going forward. This warrant is also a good segue to the budget warrant items. Town Administrator Schindler stated that the only other change was to Article 12 regarding the Senior Van Program revolving fund needed to be corrected to \$10,000 spending limit and not \$1,000. Selectman Arcudi stated that his main concern is Article 9 and how it will affect employees that do not have contracts going into next year. Chair Keyes and Selectman Hazard stated that they agree with the change of order. Chair Keyes and Selectmen Hazard stated that they have read through the warrant and their main focus is the discussion of Article 9.

Selectman Arcudi stated that his main concern with Article 9 is that he has just been informed of this article this morning. Arcudi stated that the Town has not done an article like this. Arcudi stated that he believes in MGL 50E subsection 7B, the Town fulfills the obligation every time the Town goes through the budget line by line. Arcudi stated that by starting this article/precedent now, the Town will not be able to give any other raises that are in Fire, Highway, Dispatch or Clerical until the contracts are settled. He feels that this will not be possible to get done before July 1, 2021 and have another special town meeting to get them approved. Selectman Arcudi stated that he does not disagree with the spirit of article 9, however, he feels that the Town has now put the raises of dispatch, highway & clerical employees in jeopardy for FY22. These departments have not received raises for 2 years.

Town Administrator Schindler stated that she was not aware that it was an option. In her experience, article 9 was the way the Town has to fund the units. Schindler asked the Board if they wish to remove article 9 and continue to do the agreements the way the Town has in the past. Chair Keyes stated that it appears that the Town has been approving the contracts correctly through the warrants, it is different than Town Administrator Schindler’s experience, however. Chair Keyes stated that he agrees with Selectman Arcudi’s sentiments and wishes the Board were made aware of this article sooner. Chair Keyes stated that if the Board revokes article 9 and continues with how the Town historically has approved this item then it would alleviate any issues. However, he asked that Town Administrator confirm that Town Counsel that how the Town has been addressing this historically is correct.

Chair Keyes and Selectman Arcudi stated that they are comfortable with removing article 9 from the warrant and continue with the allocated monies that is in the budget for the discussed departments for collective bargaining. Selectman Hazard stated that she agrees with removing article 9 as long as there are no liability issues from Town Counsel.

Selectman Hazard made a motion to approve the warrant as is, pending Town Counsel’s guidance pertaining to article 9. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

Selectman Arcudi made a motion to adjourn. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 3:40PM

Submitted by:

Lindsay Mercier

Lindsay Mercier, Executive Assistant

Adopted: _____

Board of Selectmen
Regular Meeting Minutes
June 14, 2021, 7:00 PM

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

Chair Keyes called the meeting to order at 7:00PM. Chair Keyes began the meeting with the Pledge of Allegiance.

7:05 PM: Joint Meeting with Planning Board; to appoint Michael Costanza to the Hopedale Planning Board. Planning Board Committee Present: Chair Steve Chaplin, Jim Khokhar, Kaplan Hasanoglu
Chair Keyes stated that this appointment will be effective immediately. This appointment will carry until the next election cycle next May.

Chair Chaplin stated that the Planning Board has not discussed Mike Costanza's candidacy at previous planning board meetings. Mike Costanza is a long-time resident of Hopedale and Chair Chaplin feels that he would be a great addition to the Planning Board. Kaplan Hasanoglu shared Chair Chaplin's sentiments. Selectman Arcudi and Selectman Hazard stated that they encourage this appointment per the Planning Boards recommendation.

Chair Chaplin made a motion to appoint Michael Costanza to the Planning Board. Kaplan Hasanoglu seconded the motion.

Chaplin – Aye, Hasanoglu – Aye, Khokhar – Aye, Hazard – Aye, Arcudi – Aye, Keyes – Aye

Hasanoglu moved to close the Planning Board meeting. Khokhar seconded the motion.

Khokhar – Aye, Hasanoglu – Aye, Chaplin – Aye

7:15 PM: Meeting with Guardian Energy, Address Submittal of Green Communities Designation Grant to DOER (vote)

Town Administrator Schindler stated that the certification materials for the Green Communities application are in tonight's meeting packet. Schindler stated that Patrick Mahoney from Guardian Energy is on tonight's meeting. Mahoney stated that Guardian Energy has been working with 60-70 municipalities across Massachusetts through the Green Communities Grant Program. Mahoney stated this is an excellent opportunity to increase the Town's energy efficiency while reducing the carbon footprint. Town Administrator Schindler shared to the meeting screen the projects that are going to be implemented. The projects with the quickest paybacks are through the schools (Junior/Senior & Elementary), they will be implementing weatherization and the VFD pumps. Other projects include the Library and Police Department lighting upgrades. Mahoney stated that these projects were selected because the Town was looking for the highest payback. The DOER does have certain requirements that need to be met which was included in these decisions. The DOER requires weatherization before an HVAC project can be started. Mahoney stated that in 2022, Hopedale can apply for the more competitive Green Communities grant cycle and the Town can take on more HVAC related projects now that the weatherization has been addressed.

Selectman Hazard moved to submitting the application designation as presented for the projects listed and to give the Chair authorization to sign on behalf of the Board of Selectmen. Selectman Arcudi seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Appointments and Resignations

Appointment of Scott Savage to the Hopedale Zoning Board of Appeals (packet)

Scott Savage spoke to the Board regarding his interest and qualification to the Zoning Board of Appeals. The Board stated that they are all excited to see what he will accomplish while on the ZBA and are impressed with Savage's background. Chair Keyes stated that this does not have to be a joint appointment with the ZBA because this is an appointed Board, unlike the Planning Board which is elected and needs a joint meeting.

Selectman Arcudi moved to appoint Scott Savage to the Zoning Board of Appeals for a three-year term effective immediately. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Resignation of Ed Holland Jr. from the Hopedale Board of Assessors, effective immediately (packet)

Chair Keyes read the letter provided by Ed Holland Jr regarding his resignation. Chair Keyes stated that this is a bittersweet resignation, and that Ed Holland has done tremendous work while on the Board of Assessors. The Board agreed that they will miss his participation with the Town and thanked him for his time and efforts on the BOA.

Selectman Hazard moved to accept the resignation of Ed Holland Jr. from the Board of Assessors, effective immediately. Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

New Business

Vote to Support and Sign IMA & Blackstone Valley Partnership (packet); Inter-Municipal Agreement (IMA) for Local Public Health Services through the Blackstone Valley Public Health Partnership: Town of Northbridge (lead town), Blackstone, Douglas, Hopedale, Mendon, Millville, Upton, Uxbridge; *Bill Fisher, Hopedale Health Agent*

Bill Fisher stated that the Town is eligible for a shared services grant as part of a partnership called the Blackstone Valley Partnership. This is composed of 8 Towns; this partnership is to share public health services. The amount of the grant is \$277,397, this is an annual grant for the next 3 years. Through this grant, two positions will be filled, a Regional Health Inspector and Regional Health Coordinator. The Inspector will be able to assist local inspectors on a state and local level. The coordinator will be more focused on the education side of public health. There will be an oversight committee for this partnership, this will be composed of 2 Board of Health members or staff from each town. This committee will meet quarterly. Bill Fisher stated that after 3-year commitment, they are hoping that the State will renew the funding. However, if the State does not, the Town's are not committed to exceed the 3-year term. Town Administrator Schindler confirmed with Bill Fisher that the IMA in tonight's meeting packet is a draft. Bill Fisher stated that the finalized IMA is scheduled to be provided by the end of June 2021. Due to the IMA not being finalized, a vote will not be taken tonight. The Board of Selectmen stated that they support this partnership and thanked Bill Fisher for his work regarding this. Town Administrator Schindler stated that this item will be put onto a future agenda once the IMA is finalized.

Old Business

Request to Revisit Green River Cannabis Host Community Agreement, Constant Poholek, Owner

Town Administrator Schindler provided an update regarding this agenda item. Schindler stated that there is a standing host community agreement (HCA) with the Town, the address being 54 Mellen St, Hopedale MA 01747. As is required, Poholek had applied to the ZBA for a special permit, however, Poholek was denied the special permit. After receiving word of the ZBA denial, Poholek has filed an appeal. There is a case management conference on June 22, 2021, to proceed with this case.

In the meantime, Poholek wanted to have an audience with the Board of Selectmen to revisit the possibility of relocating to the Charlesview location. Town Administrator Schindler stated that she received from the Cannabis Control Commission (CCC) the paperwork stating the Board signs off on stating the business is approved and has a clear path for permitting. Chair Keyes stated that he would prefer to postpone any hypothetical location discussion with Poholek until the appeals process with the ZBA regarding Mellen Street has concluded. Keyes stated that there is already application and construction of a retail cannabis store at Charlesview. Poholek stated that the location at Charlesview has over 40 parking spaces for customers. Green River Cannabis' business model is different than Caroline's Cannabis, which is already located on Charlesview. If Green River Cannabis were approved to be located on Charlesview, it would be more appointment only retail oriented. The software that Green River Cannabis would be using for Mellen Street is "Dutchie" this allowed consumers to preorder and pick-up orders at specific times, this will alleviate an overflow of traffic by limiting the number of consumers ordering and picking up per day (12 customers per hour/120 customers per day). Poholek requested the Boards approval to transfer the HCA to the Charlesview location and be able to open and go through the ZBA near Caroline's Cannabis or go back to Mellen Street and go by preorder/appointment only. Chair Keyes feels that regardless of the location and or business model, traffic will still be an issue. Selectman Arcudi that as a Selectmen he cannot overturn the ZBA decision or waive the HCA. Selectman Arcudi stated Green River Cannabis would have to have a public hearing regarding a change of address. Chair Keyes instructed Poholek to organize a public hearing with Town Administrator Schindler.

Review and Submit Green Communities Designation Grant Application (Vote), Ian McElwee, Associate Planner, CMRPC

Town Administrator Schindler stated that this item was discussed with Patrick Mahoney earlier during this meeting due to Ian McElwee being unable to attend, a vote it not needed again.

Town Reopening; KP Law, P.C. eUpdate - Implications of the Rescission of the State of Emergency (packet); Town's Emergency Declaration Expires June 15, 2021

Town Administrator Schindler stated that because the state of emergency expires tomorrow (June 15, 2021) Board and Committee meetings will have to be held in person. A quorum would have to be met in person, however, if the quorum is met in person, other Board/Committee members can meet via zoom. There is no longer a requirement to hold zoom meetings but if the Board/Committee chooses to do so for public attendance that is allowed. The Governor has filed legislation to extend the open meeting law to hold remote meetings and some other provisions, however, it has not passed as of yet. The Hopedale's Emergency Declaration is set up to run concurrent to the State order so there is no need for the Board of Selectmen to vote out this item. Town Administrator Schindler stated that there are requirements to have publicly accessible meetings and to have the meeting minutes available for the public.

Future Agenda Items:

Joint Meeting with COA, Carole Mullen
PFAS Litigation
ARPA

Administrator Updates

Town Administrator Schindler provided projects updates to the Board and public.

Executive Session:

Chair Keyes read the paragraph below regarding executive session.

Selectman Arcudi moved to enter executive session per the purpose that Chair Keyes read. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

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; Clerical, Public Works & Dispatch Units.**

Meeting Dissolved 8:40PM

Submitted by:

Lindsay Mercier

Lindsay Mercier, Executive Assistant

Adopted: _____

Commented [LM1]:

Board of Selectmen
Regular Meeting Minutes
July 12, 2021, 7:00 pm

Present: Chair Keyes, Selectman Arcudi, Town Administrator Schindler. Chair Keyes notified the public that Selectman Hazard is not able to make the meeting.

Chair Keyes called the meeting to order at 7:00PM. Chair Keyes held a moment of silence to honor Colonel Matthew Mastik who had recently passed. Chair Keyes stated that Colonel Mastik was a longtime Hopedale resident and outstanding person who will be greatly missed. Chair Keyes conducted the Pledge of Allegiance.

7:05 pm Joint Meeting with Finance Committee, Present: Chair Hodgens, Colleen Strapponi, Dennis Madigan, Ken Wilson, Don Comastra

Chair of Finance Committee, Chris Hodgen's Jr called the joint meeting between the Finance Committee and Board of Selectmen to order at 7:05PM.

End of Year Transfers: Town Administrator Schindler stated that the Town has until July 15, 2021, to vote on the End of Year Transfers. The Finance Committee received an end of year transfer directly from the Town Clerk. Town Administrator Schindler stated that the Town Clerk is requesting to move some monies from the elections budget line to the professional and technical budget line. Town Administrator Schindler stated that the Town Clerk needed additional coding of the election machines and requests to transfer the monies from the elections budget to the professional technical budget line.

Colleen Strapponi moved to accept the end of year transfer from the Town Clerk elections budget to the Town Clerk professional and technical budget. Elizabeth Callahan seconded the motion.

Strapponi – Aye, Comastra – Aye, Callahan – Aye, Madigan – Aye, Wilson – Aye, Maloney – Aye, Hodgen's - Aye

Selectman Arcudi made a motion to accept the end of year transfer from the Town Clerk elections budget \$1460.77 and 1325.60 to the Town Clerk professional and technical budget. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Town Administrator Schindler stated that the Parks Commission requested a year end transfer from the Other Personal Services budget line totaling \$1,411 to Repairs and Maintenance budget line.

Colleen Strapponi moved the Parks Commission request for a year end transfer to discussion. Dennis Madigan seconded the motion.

Strapponi asked the Boards what the reason for the overage in the Parks Repair and Maintenance accounts? Mary Arcudi, Parks Administrator, stated that there were invoices that were put towards the other personal services account due to how the previous Town Accountant allowed the Commission to use the budget line. In past years, this budget line was allowed land scaping/surveying and cleaning of the portable toilets. A recent change from the current Town Accountant states that these invoices need to be paid from the repairs and maintenance budget line so a year end transfer must be made. Selectman Arcudi stated that they are not going over budget in the expense account, there is still monies left over in the expense account.

Chair Hodgens stated that all those in favor of the motion to accept the Parks Commission year end transfer of \$1,411 from Other Personal Services to Repairs and Maintenance say Aye.

Strapponi – Aye, Comastra – Aye, Callahan – Aye, Madigan – Aye, Wilson – Aye, Maloney – Aye, Hodgen’s - Aye

Selectman Arcudi made a motion to accept the Parks Commission year end transfer of \$1,411 from Other Personal Services to Repairs and Maintenance. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Town Administrator Schindler provided a list of year end transfers for remaining departments along with some explanation of the reason for these requests.. She stated that the departments are aware of these items but did not submit these individually because they did not have monies in their accounts to transfer from.

\$4,200 from Highway Salaries and Wages to Highway Snow and Ice O/T
\$190 from Council on Arts - Recreational to Memorial Day - Recreational
\$2,068.65 from Legal Professional/Technical to Streetlights
\$3,691.82 from Legal Professional/Technical to Veterans Benefits
\$4,200 from Legal Professional/Technical to Fire Department
\$26,400 from Reserve Fund to Fire Department
\$1,750 from Treasurer/Collector to Fire Department
\$2,500 from Planning Board to Fire Department
\$5,710 from Parks Salaries and Wages to Ambulance
\$5,000 from Medicare to Board of Health
\$30,000 from Health and Life Insurance to Board of Health

Strapponi asked Administrator Schindler for an explanation regarding the transfer requests and amounts to the Fire Department and the Board of Health’s transfer and amounts. Administrator Schindler stated that regarding the Fire Department the Town has a list of expenses, such as repairs and maintenance, building maintenance, subscription services for the department and so on. Fire Chief Daige stated that the majority of the expenses is for repairs and maintenance for the apparatus, unexpected repairs, Fire vehicles breaking down and needing repair, and certifications on the engines. Selectman Arcudi confirmed with Chief Daige that these transfers are for repairs and maintenance and not for extra expenses on salary overtime/call. Regarding the Board of Health transfer request, Administrator Schindler stated that the overage is in regard to E.L Harvey (trash collection) tonnage which was more than they estimated and not that the line items were not properly funded. The Town pays a flat rate monthly to E.L Harvey for contracted services, however there are variances that the Town must pay. Ken Wilson stated that it would benefit the Town greatly to be able to track and monitor the overages during the course of the year.

Strapponi moved to accept the end of year transfer requests submitted by Town Administrator Schindler. Maloney seconded the motion.

Strapponi – Aye, Comastra – Aye, Callahan – Aye, Madigan – Aye, Wilson – Aye, Maloney – Aye, Hodgen’s - Aye

Selectman Arcudi made a motion to accept the end of year transfer requests submitted by Town Administrator Schindler. Chair Keyes seconded the motion,

Arcudi – Aye, Keyes – Aye

Discussion and Consideration of the Significant/Capital Expenses Items: Town Administrator shared a list of capital expense requests that was provided in the meeting packet. Selectman Arcudi asked for a priority list for these items and if the Finance Committee and all other departments have met yet regarding prioritizing this list. Chair Hodgens stated that the Finance Committee has not yet met with other departments to create a prioritized list. Chair Keyes stated that if there are urgent items that need to be approved tonight regarding health and safety then he feels those should be approved at tonight's meeting. Chief Daige and Chief Giovanella stated that nothing on the list needs to be approved at tonight's meeting but hoping to get approved in the near future. Selectman Arcudi suggested that the Board of Selectmen could schedule an hour at every meeting over the course of 2 months to meet with each department to go over prioritization of the capital expense list. Chair Hodgens stated that the Finance Committee will meet and discuss a plan to create the expense list and prioritization.

Strapponi moved to adjourn the Finance Committee meeting. Madigan seconded the motion. Chair Hodgens dissolved the Finance Committee at 7:59PM

Consent Items

Accept FM Global Grant of \$3,000 awarded to the Hopedale Fire Department for the purchase two (2) Rugged Laptop computers to 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.

Chair Keyes read the letter provided in the packet to Lieutenant Berger regarding the FM Global Grant approval. Chair Keyes congratulated the Hopedale Fire Department and applauded their hard work achieving this grant. Selectman Arcudi echoed his sentiments.

Selectman Arcudi made a motion to accept the FM Global Grant award of \$3,000. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Accept Minutes of March 22, 2021, April 12, 2021

Selectman Arcudi stated that the March 22, 2021 wanted to make sure that when they had put these together during exec session, there were 3 board members. Make not of full board

Selectman Arcudi made a motion to accept the March 22, 2021 minutes with the changes he requested.

Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Selectman Arcudi made a motion to accept the April 12, 2021 minutes. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Selectman Arcudi stated that he feels that the Board of Selectmen needs to get their minutes completed and approved in a timelier manner for the public and because they expect other boards and committees to that standard. Town Administrator Schindler stated that there is a plan in place to catch up on Board of Selectmen meeting minutes.

Appointments and Resignations

Appointment of David Shearns from Call Firefighter Candidate to Call Firefighter effective July 1, 2021
Chair Keyes read the letter provided by Fire Chief Daige. Chief Daige stated that David and Jenny are hard working individuals and is excited to promote them.

Selectman Arcudi made a motion to promote Call Firefighter Candidate David Shearns to Call Firefighter, effectively July 1, 2021. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Appointment of Jenny Richard from Call Firefighter Candidate to Call Firefighter effective July 1, 2021
Selectman Arcudi made a motion to promote Call Firefighter Candidate Jenny Richards to Call Firefighter, effective July 1, 2021. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

Appointment of Ryan Costello as a Full-Time Police Officer effective July 12, 2021

Chair Keyes read the letter provided by the Police Chief. Chief Giovanella stated that he is very excited to have Ryan join the Hopedale Police Department. Ryan Costello thanked the Chief and Board of Selectmen. Ryan stated that he is excited to serve the Town of Hopedale.

Selectman Arcudi made a motion to accept Ryan Costello as a full-time Police Officer effective July 12, 2021. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

New Business

Monthly Select Board meetings with the public. Create Schedule, Rotation and Appointment Process
Chair Keyes stated that he is excited to begin this process and meet with Town Residents. Town Administrator Schindler stated that the rotation can be created and approved at the next scheduled meeting. Schindler stated that the Board of Selectmen will have to agree upon when they will hold these office hours and whether there will be appointments or walk-ins. Town Administrator Schindler stated that Selectman Arcudi volunteered to be the first member to host. Selectman Arcudi stated that he would like guidance from KP Law regarding speaking with residents as a member of the Board of Selectmen.

Old Business

Blackstone Valley Partnership IMA, Board of Health (Vote to Accept)

Town Administrator stated that this is the final IMA provided by Bill Fisher, Hopedale Health Agent. Bill Fisher stated that Northbridge is the Town that will be hosting this and that the Town's involved will benefit from this agreement. Bill Fisher stated that there were no fundamental changes compared to the draft IMA and final IMA. Town Administrator stated that the red lined version of the final IMA did not change any fundamental items on the IMA. Schindler stated that KP Law did review the finalized version of the IMA.

Selectman Arcudi made a motion to accept the Blackstone Valley Partnership IMA. Chair Keyes seconded the motion.

Arcudi – Aye, Keyes – Aye

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

Resident Rick Lima asked for an update on the Streetlight project. Town Administrator stated that the Town is currently working with National Grid on getting a contract and insurance in place. We have had correspondence with Real Term Energy to place orders for streetlights. Regarding the MassWorks project, the Town is waiting for the rights of entry agreements by the consultant. Once the Town receives the rights of entry agreement, then can we enter the permanent easements. Regarding GU RR West St, Town Administrator Schindler stated there was some activity going on over the weekend at West St. This is continued activity from what was proposed in the settlement agreement. Recently, there had been some deed transfers and mortgages secured by the GU RR and Trustees. The GU RR and Trustees did the surveys and are putting in the tracks which was also in the settlement agreement. They are moving in the direction of the settlement agreement. The GU RR is working on Carpenter Road and the bridge on Carpenter Road.

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

Requests for Future Agenda Items: Joint Meeting with Council on Aging – September 2021

Administrator Updates (In Packet): Town Administrator Schindler gave updates regarding Town going-ons. The Library Director position will be holding interviews on Friday, July 16, 2021.

Executive Session: None

Selectman Arcudi made a motion to adjourn. Chair Keyes seconded the motion.
Arcudi – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 8:43PM

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

Thomas M. Daige – Fire Chief

David J. McMorrow – Deputy Chief



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

July 21, 2021

Re: Appointment of Call Firefighter Candidates

Mr. Chairman,

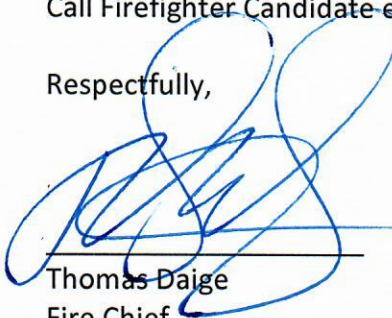
On Tuesday night, July 20th the Captain and Lieutenants of the Call Department as well as Deputy Chief McMorrow and I conducted oral board interviews for two potential Call Firefighter – Candidates. Both applicants received high praises and were highly recommended by both their personal and professional references during the background check the Deputy performed. Both also interviewed incredibly well. The applicants are:

- Mr. Gavin Martin, age 21 of Bellingham, a Rhode Island native who recently moved to Bellingham, is in the Army National Guard assigned to the 169th MP Company out of Warwick Rhode Island.
- Mr. Casey Sweet age 24 of Hopedale, a native of Acton Massachusetts, he bought his first home here in Hopedale in January, and he works for Pile Driver Union in Boston.

Both individuals have a desire to become career Firefighters. If appointed these individuals will need to successfully complete the Massachusetts Firefighting Academy Call/Volunteer Recruit Training program within 1 year as well as complete a 1-year probationary period.

I recommend that the Select Board appoint Gavin Martin and Casey Sweet to the position of Call Firefighter Candidate effective August 1st, 2021.

Respectfully,


Thomas Daige
Fire Chief

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

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

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

Board, Commission or Committee applying for:

Planning Board

Please return completed forms to:

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

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

Please Note:

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

Name: Kelly A. O'Malley Are you a registered voter? Yes No

Address: [REDACTED] How long have you lived in Hopedale? 4 years

Home Phone: N/A Cell Phone: [REDACTED] E-Mail: [REDACTED]

How would you like to be contacted? email

Occupation: Geropsychologist

Have you ever been convicted of a felony? Yes No

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

None

Education and Experience: I am a geropsychologist specializing in the mental health and well-being of older adults. I also have extensive health policy experience at the Federal level and have worked on the implementation of Federal legislation to support family caregivers. I am currently a member of the Hopedale

Cultural Council and am interested in supporting and growing my community in a sustainable way.

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment? 0

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

Yes No If yes what type of business? _____

Special interests and skills: Psychology, Geropsychology, Health Policy, policy development and implementation.

Activities, e.g. Government/Civic & Community/Charitable & Educational: as noted above

Reasons for wanting to serve: I am interested in supporting my community and helping to develop a sustainable plan to see Hopedale grown and thrive in the coming years.

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

Applicant's Signature Kelly A O'Malley Date 7 July 2021



HOPEDALE FIRE DEPARTMENT

40 Dutcher Street - Hopedale MA. 01747

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

www.hopedale-ma.gov/fire-department

Thomas M. Daige – Fire Chief

David J. McMorrow – Deputy Chief



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

July 20, 2021

Re: Resignation of Call Candidate Tapley Jackson

Mr. Chairman,

Please see the attached resignation letter for Call Firefighter Candidate Tapley Jackson. Unfortunately, Mr. Jackson has been on medical leave for just under a year after being appointed in January of 2019. We wish him a speedy recovery and hope that he is able to join us again someday in the near future.

Respectfully,

A handwritten signature in blue ink, appearing to be "T. Daige", written over a horizontal line.

Thomas Daige
Fire Chief

To whom it may concern

7/19/2021

I Tapley Jackson hereby resign my post as call candidate here at Hopedale Fire.

It is my sincere hope that in time, pending resolution of my health concerns, I may one day return to a position of utility at this department.

It has been both a pleasure and an honor to have been afforded the opportunity to serve the wonderful people of this great municipality.

My thanks to the chief, the select people, and all members of the department for all their support and tutelage throughout my time here.

Tapley Jackson

July 13, 2021

Diana M. Schindler
Town Administrator
Town of Hopedale
78 Hopedale Street
Hopedale MA 01747

Re: Resignation

Dear Diana:

This letter is to inform you of my resignation from the position of Accounting Assistant for the Town of Hopedale.

I am providing a three-week notice (plus). My last day will be Thursday, August 5, 2021. According to the new Warrant Schedule, this is an off-week for the warrants. This should allow for some additional transition time.

Thank you for the opportunity over the last five years. I wish you all the best.

Sincerely,

Suzan L. Ciaramicoli
Accounting Assistant
Town of Hopedale

August 3, 2021

Diana M. Schindler
Town Administrator
Town of Hopedale
78 Hopedale Street
Hopedale MA 01747

Re: Resignation from Master Planning Steering Committee

Dear Diana:

This letter is to officially inform you of my resignation from Hopedale's Master Planning Steering Committee. Although my resignation is effective immediately, I am available for consultation regarding items concerning topics of a historical nature for the Town.

Thank you for this opportunity to serve the Town.

Sincerely,

Sue Ciaramicoli

Suzan L. Ciaramicoli
Committee Member
Master Planning Steering Committee

cc: Lisa Pedroli, Town Clerk
James Abbruzzese, Chair, Master Planning Steering Committee



Holyoke Leadership Center
301 Kelly Way
Holyoke, MA 01040
(413)584-2602

Worcester Leadership Center
115 Century Drive
Worcester, MA 01606

gscwm.org

July 15, 2021

**Town of Hopedale
78 Hopedale Street
Hopedale 01747**

Congratulations!

You have an award winning volunteer in your midst! Girl Scouts of Central and Western Massachusetts is pleased to inform you that Suzan Ciaramicoli has been recognized with the Girl Scouts of the USA - Volunteer of Excellence.

Suzan is someone special. Where others talk, this individual has chosen to *do*. With the help of this super volunteer, girls in our communities are making healthy choices, forging friendships and discovering just how powerful they can be in making the world a better place. Girl Scouts are known for volunteering in service to others, and we partner with thousands of caring adults every year. For a volunteer to be able to stand out in such a dedicated group is an accomplishment worth celebrating.

Join us in honoring Suzan Ciaramicoli!

Sincerely,

A handwritten signature in black ink that reads "Monica Baldyga". The signature is written in a cursive, flowing style.

Monica Baldyga

Director of Membership

**Girl Scouts of Central and Western Massachusetts
115 Century Drive
Worcester, MA 01606**

mbaldyga@gscwm.org

508-749-3610

**Girl Scouting builds girls of courage, confidence, and character,
who make the world a better place.**



From: [Diana Schindler](#)
To: [Lindsay Mercier](#)
Subject: FW: 11th Annual Larry Olsen 10K- Request for Approval
Date: Friday, August 6, 2021 4:07:29 PM

From: Chris Kivior <chriskivior@gmail.com>
Sent: Sunday, July 18, 2021 4:54 PM
To: Diana Schindler <DSchindler@hopedale-ma.gov>
Subject: Fwd: 11th Annual Larry Olsen 10K- Request for Approval

Good Afternoon,

Hope your weekend is going well. Just wanted to confirm your receipt of my request from last week?

The Park Commission has approved, so now just awaiting the Board of Selectmen.

Thanks in advance for your help and please let me know if you have any questions.

Best,

Chris Kivior

----- Forwarded message -----

From: **Hopedale Park Commission** <parks@hopedale-ma.gov>
Date: Fri, Jul 16, 2021, 7:36 AM
Subject: Re: 11th Annual Larry Olsen 10K- Request for Approval
To: Chris Kivior <chriskivior@gmail.com>

Good morning,

The Park Commission reviewed your request last night and unanimously approved the 11th Annual Larry Olsen 10K for October 23rd to use the Park Bathhouse and Bandstand. Good Luck!!

Mary Arcudi
HPC Clerk

From: Chris Kivior <chriskivior@gmail.com>
Sent: Wednesday, July 14, 2021 1:59 PM
To: Hopedale Park Commission <parks@hopedale-ma.gov>; Diana Schindler <DSchindler@hopedale-ma.gov>

Subject: 11th Annual Larry Olsen 10K- Request for Approval

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 October 23rd (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

--

Chris Kivior



1 Mercantile Street – Suite 520
Worcester, MA 01608
508.756.7717 P
508.792.6818 F
www.cmrpc.org

REGIONAL MUNICIPAL ACCOUNTING SERVICES AGREEMENT
BY AND BETWEEN THE
CENTRAL MASSACHUSETTS REGIONAL PLANNING COMMISSION
THE
TOWN OF HOPEDALE
AND ERIC A KINSHERF, CPA
AMENDMENT #1

This Agreement is made by and between the Central Massachusetts Regional Planning Commission, hereinafter referred to as the COMMISSION, having its principal place of business at 1 Mercantile Street - Suite 520, Worcester, MA 01608; and the Town of Hopedale acting by and through its Board of Selectmen, hereinafter referred to as the TOWN, having its principal place of business at Town Hall located at 78 Hopedale Street, Hopedale, MA 01747; and Eric A. Kinsherf, CPA having his principal place of business at 116 State Rd Unit #8, Sagamore Beach, MA 02562 (the “CONSULTANT”).

WITNESSETH THAT:

WHEREAS the TOWN has obtained the necessary authorization to enter into this Contract;

WHEREAS the TOWN has determined there is a need to obtain accounting services within the Town;
and

WHEREAS the TOWN has appropriated funds to procure accounting services under the direction of the Towns Selectboard; and

WHEREAS the CONSULTANT, as procured through the COMMISSION’S Regional Municipal Accounting Program, is willing to make available accounting services to the TOWN and contract coordinate for those services;

The agreement between the TOWN and the CMRPC, dated January 7, 2020 for CMRPC to provide assistance with preparation of the TOWN’S ADA Plan is hereby amended as follows:

5. SCOPE OF SERVICES

As the Town’s Accounting Clerk Position is no longer filled, the original scope of services is now amended to include such services as provided by the CONSULTANT beginning August 5, 2021, and continuing through the remainder of the contract period. These services include doing the work previously done by the Accounting Clerk which entails, reviewing bills, entering invoices, and preparing warrants. This work will be done remotely. We will provide an onsite presence weekly to meet with departments as well as respond to department requests during the week.

7. COMPENSATION

As a result of the additional work, the CONSULTANT requires an additional \$2,900 per month to cover costs related to additional accounting services. This brings the total cost of the TOWN's services to \$78,900 in FY22 and \$82,800 in FY23.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on August 5, 2021.

By _____
Janet A. Pierce
Executive Director of CMRPC

By _____
Board of Selectmen - Chair
Hopedale, MA

Date _____

Date _____

By _____
Eric A. Kinsherf CPA

Date _____

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN
TOWN OF HOPEDALE, MASSACHUSETTS
AND
BSC GROUP, INC.
FOR
PROFESSIONAL SERVICES**

This Amendment No. 1 is made and entered into this _____ day of _____, 2021 to the Agreement between the Town of Hopedale, Massachusetts (OWNER) and BSC Group, Inc. (ENGINEER), dated February 20, 2020 (the Agreement).

WHEREAS, OWNER and ENGINEER entered into the Agreement for certain Professional Services to be performed on a project (the "Project") consisting of: MassWorks Mendon Street/Hopedale Street Intersection Improvements; and

WHEREAS, the parties desire to amend the Agreement so as to amend the Scope of Services and Compensation for Payment; and

WHEREAS the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties hereto agree to amend the Agreement as follows:

SECTION 1.0 – SCOPE OF SERVICES

The Scope of Services is hereby amended and supplemented as follows:

Phase 6 - Project Right-of-Way Assistance

Task 1 - Preparation of Easement Plan

- 1.1 BSC will prepare an Easement Plan for the proposed project suitable for recording at the Registry of Deeds. Three easements are anticipated necessary to accommodate the proposed improvements, as shown on the Final Plans. Each easement will be identified by parcel number, current owner, area of acquisition, and associated metes and bounds.
- 1.2 BSC will submit the Easement Plan to the Town for review and to solicit feedback, accordingly. Upon addressing the Town's comments, BSC will provide the Town with one Mylar print of the Easement Plan, certified by a registered land surveyor, for the Town's use in recording the plan at the Registry of Deeds.

Task 2 - Preparation of Right-of Entry Documents

- 2.1 BSC will prepare Right-of-Entry Documents for the proposed project for the Town's use in securing project abutters permission to enter/conduct work on their respective properties. Approximately 20 Right-of-Entry documents appear necessary to accommodate the proposed improvements. The Right-of-Entry documents will be prepared in accordance with customary format and will include a plan coverage attachment.
- 2.2 BSC will submit the Right-of-Entry Documents to the Town for review and to solicit feedback, accordingly. Upon addressing the Town's comments, BSC will submit final Right-of-Entry Documents (PDF format) to the Town for the Town's use in securing the necessary abutter signatures.

Deliverables:

Certified Easement Plan on Mylar
Right-of-Entry Documents (PDF)

Phase 7 - Railroad Crossing Coordination

The Grafton and Upton Railroad (G&U RR) is proposing crossing upgrades and improvements on Mendon Street, including the installation of crossing panels and a gated railroad signal system to control vehicular and pedestrian traffic during railroad crossing events. The proposed railroad signal system and traffic signal system require hard-wired interconnection to operate safely and efficiently.

Task 1 - Site Meeting with G&U Railroad

- 1.1 BSC will attend a site meeting with representatives of the G&U RR and the Town to discuss the details of the G&U RR's proposed crossing improvement project, the details of the Town's proposed intersection improvement project, and the steps necessary to coordinate/integrate the two designs and interconnect the two signal systems. Following this meeting, BSC will exchange relevant information with the G&U RR, as required.

Task 2 - Project Design Coordination/Modifications

- 2.1 BSC will modify the project's design to reflect the proposed railroad crossing improvements, as follows:
 - Incorporate the G&U RR's proposed crossing improvement details (panels, signals, conduit, wiring, etc.) on the plans, for reference and respective project contractor coordination.
 - Modify four (4) adjacent pedestrian ramp designs/details to accommodate the G&U RR's proposed crossing improvements.
 - Incorporate a new driveway, requested by the G&U RR, on the westerly side of Mendon Street to provide access to the railroad's adjacent right-of-way/rail yard.
 - Modify the pavement marking and signing plans to reflect the requirements of a signalized railroad crossing location, in accordance with relevant standards and guidelines.
 - Modify the proposed traffic signal design to extend a conduit (with hand holes) from the Mendon Street/Hopedale Street intersection to the vicinity of the railroad's signal hut, to enable a hard-wired interconnect between the two signal systems.
 - Modify the traffic signal design to incorporate a new, interconnected railroad signal phase and to adjust the traffic signal system's timing, accordingly.
 - Modify the plans, specifications, and estimates to reflect all the above as required to coordinate the work associated with each project and incorporate the details necessary to interconnect the two signal systems.

SECTION 4.0 – COMPENSATION FOR PAYMENT

1. For the performance of the additional serves associated with Phase 6 – Project Right-of-Way Assistance, ENGINEER shall be paid a labor fee of \$6,500.00, which fee includes all direct labor overhead and profit.
2. For the performance of the additional serves associated with Phase 7 – Railroad Crossing Coordination, ENGINEER shall be paid a labor fee of \$11,500.00, which fee includes all direct labor overhead and profit.
3. For performance of the Scope of Services for the Project in its entirety, the authorized Not to Exceed Fee to be paid the ENGINEER, now increased by \$18,000.00, shall not exceed ONE HUNDRED FIFTY-EIGHT THOUSAND dollars (\$158,000.00) without prior written consent of the OWNER.

EXCEPT AS HEREIN MODIFIED, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this amendment to the Agreement as of the day and year first above written.

OWNER:
Town of Hopedale, Massachusetts

By its Board of Selectmen:

On behalf of the
Board of Selectmen
hereunto duly authorized by vote of
said Board

Approved as to Form:

Town Council

ENGINEER:
BSC Group, Inc.

By:



Samuel Offei-Addo, P.E.
Transportation Group Leader

Draft Policy for Select Board Consideration on Remote Participation at all Board, Committee and Commission meetings until April 1, 2022

Background:

On June 16, 2021 Governor Charlie Baker signed legislation that enables public bodies to continue to hold remote meetings through April 1, 2022. The statute, Chapter 20 of the Acts of 2021, authorizes a quorum of a board or committee to meet remotely and require remote public access to the meeting, extending a modification to the Open Meeting Law put into place in March of 2020 as a result of Covid-19.

Under the amended Open Meeting Law, a quorum of a public body may meet remotely without the chair or any other member being physically present in a meeting location. In addition, a public body may require the public to access a meeting through remote means so long as it provides “adequate, alternative means of public access” that provide “transparency and permit timely and effective public access to the deliberations of the public body, including, but not limited to, providing public access through telephone, internet, satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body.”

These provisions were included in one of Governor Baker’s earliest COVID-19 emergency orders in 2020 and are now part of the Open Meeting Law through April 1, 2022 (unless further extended).

Individuals entitled or required to appear and present before a public body remotely must be given the same level of remote access as members of the public body (being promoted to “panelist” or “presenter”, rather than simply observing a livecast or participating through audio only.)

Chapter 20 of the Acts of 2021: Section 20

(b) Notwithstanding section 20 of chapter 30A of the General Laws or any general or special law to the contrary, a public body, as defined in section 18 of said chapter 30A, shall not be required to conduct its meetings in a public place that is open and physically accessible to the public; provided, that if the public body does not conduct the meeting in a public place that is open and physically accessible to the public, the public body shall ensure public access to the deliberations of the public body for interested members of the public through adequate, alternative means of public access. Where active, real-time participation by members of the public is a specific requirement of a general or special law, regulation or a local ordinance or by-law, pursuant to which the proceeding is conducted, any adequate, alternative means of public access shall provide for such participation and shall be sufficient to meet such participation requirement. A municipal public body that for reasons of economic hardship and despite best efforts is unable to provide adequate, alternative means of public access that will enable the public to follow the proceedings of the municipal public body as those activities are occurring in real time may instead post on its municipal website a full and complete transcript, recording or other comprehensive record of the proceedings as soon as practicable upon conclusion of the proceedings. This paragraph shall not apply to proceedings that are conducted pursuant to a general or special law, regulation or a local ordinance or by-law that requires allowance for active participation by members of the public. A

public body shall offer its selected adequate, alternative means of public access to its proceedings without subscription, toll or similar charge to the public.

(c) Notwithstanding subsection (d) of section 20 of chapter 30A of the General Laws or any other general or special law to the contrary, a public body may allow remote participation by all members in any meeting of the public body and a quorum of the body and the chair shall not be required to be physically present at a specified meeting location.

(d) A public body that elects to conduct its proceedings under this section shall ensure that any party entitled or required to appear before it shall be able to appear through remote means, as if the party were a member of the public body and participating remotely as provided in subsection (b).

(e) All other provisions of sections 18 to 25 of chapter 30A of the General Laws and the Attorney General's implementing regulations shall otherwise remain unchanged and fully applicable to the activities of public bodies.

Implication of the new law:

Under the new law, until April 1, 2022 public bodies may hold meetings in-person, through remote participation, or through a hybrid option which includes both in-person and remote participation mechanisms ("hybrid meeting"). In order to hold a hybrid meeting, certain technology must be utilized which enables the meeting to be simultaneously held in-person for those wishing to attend the meeting at a physical location, and to enable members of public bodies, the public and applicants to participate in the meeting through remote participation.

Capability to hold hybrid meetings in Hopedale:

Hopedale has the technology to support hybrid meetings in the Draper Meeting Room in Town Hall and at the Community House. This includes the technology to display the live view of those participating remotely on a large screen and transmit the audio so all can hear those participating remotely when they speak. Likewise, those participating remotely can hear the audio of those participating in-person. The Draper Room also has the capability of live or taped Hopedale Cable meetings. The remote meetings can be recorded for future use/posting.

Other meeting rooms in Town buildings (i.e. library, highway garage, offices) do not have large screens to display the video of those participating remotely nor the proper sound system to provide clear audio of all participants.

Town administration is assessing technology needs to enhance existing capabilities and expanding the number of meeting rooms with hybrid capabilities and will be moving forward to obtain identified equipment to support hybrid meetings.

Town administration has laptops available for board/commission members to borrow to use for remote meetings if needed. Contact the Town Administrator's office to check availability and pick-up the laptop.

Recommendations:

1. Town administration recommends that the Select Board approve a Remote Participation Policy to become effective immediately and expire April 1, 2022 or on such date that Chapter 20 of the Acts of 2021 may be amended to reflect in the future.
2. Such policy should encourage all town boards, commissions and committees to hold their respective meetings using the hybrid meeting model. This model enables board, commission and committee members who may not be able to be physically present to participate in a meeting remotely, thus facilitating the ability to have a quorum and full member participation. For those members of the public or applicants who cannot be present physically in the meeting, the hybrid option also provides a mechanism to participate remotely, enhancing public participation and transparency in government business.
3. Such policy should encourage in-person participation when possible, particularly for applicants, but embrace remote participation for those who have traditionally faced barriers to attending meetings in-person such as those with disabilities, seniors, those with limited or no access to transportation, and those whose work and family commitments prevent them from physically attending a meeting.
4. Such policy should encourage each board, commission or committee to assign a member at each hybrid meeting to initiate/facilitate the remote meeting (i.e. start the remote meeting, hit "record" to record the meeting, and assign presenters as needed). This will be of great assistance to the Town Administrator's Office who cannot always initiate/facilitate each meeting of our public bodies due to schedule conflicts. We will work with any board, commission or committee member in need of training or assistance in advance of their meetings.

Proposed Remote Participation Policy for consideration of the Select Board:

The Select Board encourages all town boards, commissions and committees to hold their respective meetings using the hybrid meeting model which includes an option to participate physically in-person or remotely. We encourage in-person participation in meetings of public bodies when possible, particularly for applicants, but embrace remote participation for those who have barriers to attending meetings in-person such as those with disabilities, health issues, seniors, those with limited or no access to transportation, and those whose work and family commitments prevent them from physically attending a meeting. At each hybrid meeting, we encourage each board, commission or committee to assign one of their members to initiate/facilitate the remote meeting including starting the remote meeting, recording the meeting, and assigning presenters as needed.

We encourage all boards, committees and commissions to post their meeting agendas and all back up materials which are to be presented at the meeting on the Town's website under **Remote Meetings** to provide an opportunity for the public to view all meeting materials while participating remotely.

This Remote Participation Policy will become effective immediately and expire April 1, 2022 or on such date that Chapter 20 of the Acts of 2021 may be amended to reflect in the future.



HOUSING

August 17 6:30pm

Check website for venue & details

envisionhopedale.com



**HISTORY &
CULTURE**

HOPEDALE MASTER PLAN OPEN HOUSE



LOCAL ECONOMY



LAND USE





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

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



COMMISSION CHAIRMAN
RICHARD DAY

EXECUTIVE DIRECTOR
TIMOTHY D. DESCHAMPS

July 19, 2021

Town of Hopedale
Board of Health
Hopedale, MA 01747

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

August 2, 9, 16, 23, 30

Any of the above dates are tentative, and all dates are subject to change due to weather conditions, mosquito populations, mosquito virus activity and/or special event spraying. This program will shut down when cool night time temperatures become predominant in the area. A detailed notice about our spray schedule is posted on the CMMCP phone system after 3:30 p.m. each day, and it is also listed on our website at <http://www.cmmcp.org>, click the "2021 Spray Schedule" button on the right.

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

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

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

Sincerely,

Timothy D. Deschamps

Executive Director

cc: City/Town Clerk
Police Department

Notice of Public Hearing

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

Notice is hereby given that a public hearing will be conducted telephonically by the Massachusetts Development Finance Agency (“MassDevelopment”) at 1:00 p.m. on Tuesday, August 10, 2021. The purpose of the hearing will be to consider the proposal of Seven Hills Foundation, Inc. (“Foundation”), Seven Hills Community Services, Inc. (“Community Services”), Seven Hills Family Services, Inc. (“Family Services”), Seven Hills Aspire, Inc. (“Aspire”), Seven Hills Neurocare, Inc. (“Neurocare”), Seven Hills Disability Resources & Advocacy, Inc. (“SHDRAS”), Seven Hills Clinical Associates, Inc. (“SHCA”), Individual & Family Support Centers, Inc. (“IFSC”), Seven Hills Behavior Health, Inc. (“SHBH”), Children's Aid and Family Services, Inc. (“Children's”), WAARC Realty, Inc. (“WAARC”), Seven Hills Global Outreach, Inc. (“SHGO”), Seven Hills Extended Care at Groton, Inc. (“Groton”), Stetson School (“Stetson School”), Stetson Home (“Stetson Home”), Children’s Friend, Inc. (“CF”), Family Service Organization of Worcester, Inc. (“FSO”) and Youth Opportunities Upheld, Inc. (“YOU”), and Open Door Arts, Inc. (“ODA,” and collectively with Foundation, Community Services, Family Services, Aspire, Neurocare, SHDRA, SHCA, IFSC, SHBH, Children's, WAARC, SHGO, Groton, Stetson School, Stetson Home, CF, FSO and YOU, the “Borrowers”), each an affiliated entity, a nonprofit corporation organized under the laws of The Commonwealth of Massachusetts and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, that MassDevelopment approve the issuance of its tax-exempt and/or taxable revenue bonds (the “Bonds”) for the benefit of the Borrowers to finance and refinance projects (the “Projects”), all of which are located within The Commonwealth of Massachusetts, to be owned and/or operated by the Borrowers, as follows:

1. Refinancing the currently outstanding Massachusetts Development Finance Agency Revenue Bonds, Seven Hills Foundation and Affiliates Issue, Series 2017 (the “Series 2017 Bonds”), that (A) financed and refinanced residential, health care and educational projects located at (i) 316 New Boston Road, Fairhaven, (ii) 46 Rochester Road, Carver, (iii) 66 High Street, Carver, (iv) 3 Antone Drive, Fairhaven, (v) 0 Strawberry Lane, North Reading, (vi) 126 Liberty Street, Middleton, (vii) 208 Charlton Road, Sturbridge, (viii) 46 Barbara Jean Street, Grafton, (ix) 51 Hancock Hill, Worcester, (x) 157 Suomi Street, Paxton, (xi) 1029 Pleasant Street Unit 22, Worcester, (xii) 1029 Pleasant Street Unit 42, Worcester, (xiii) 1029 Pleasant Street Unit 11, Worcester, (xiv) 261 North Main Street, Middleton, (xv) 1199 Grafton Street Unit 95, Worcester, (xvi) 12 Mountainshire Drive, Worcester, (xvii) 176 Maple Avenue Unit 26, Rutland, (xviii) 18 Wrentham Road Unit 103, Worcester, (xix) 22 Sullivan Boulevard, Oxford, (xx) 35 Highland Park Unit 7, Uxbridge, (xxi) 143 Meetinghouse Road, Auburn, (xxii) 164 Chestnut Street, Hudson, (xxiii) 37 State Road, North Tisbury, (xxiv) 263 Maple Street, West Boylston, (xxv) 3 Valley View Court Unit 1, Fitchburg, (xxvi) 4 Gates Crossing Unit 4, Leominster, (xxvii) 28 Marble Street, Worcester, (xxviii) 150 Goddard Memorial Drive, Worcester, (xxix) 123 Harrington Way, Worcester, (xxx) 2 Tanglewood Way North, Andover, (xxxi) 969 Main Street #2, Holden, (xxxii) 1348 Main Street #6, Holden, (xxxiii) 206 Bayberry Hill, Leominster, (xxxiv) 1195 Grafton Street Unit 93, Worcester, (xxxv) 12 Jefferson Drive, Auburn, (xxxvi) 455 South Street, Barre, and (xxxvii) 264 Stafford Street, Worcester; (B)

financed the reimbursement of the Borrower for routine capital expenditures and financed other new money costs at the foregoing properties; (C) funded a debt service reserve fund and financed capitalized interest in connection with the Series 2017 Bonds; (D) refinanced taxable mortgage loans and a taxable line of credit; and (E) financed costs of issuance and other common costs of the Series 2017 Bonds;

2. Refinancing the currently outstanding bank line of credit that financed residential, health care and educational projects located at (A) 15 Simmons Avenue, Worcester, (B) 28 West Sherman Street, Dartmouth, (C) 6 Winterhill Drive, Dracut, (D) 16 Brook Street, Plympton, (E) 505 Pleasant Street, Worcester, (F) 5 Pelham Drive, Fitchburg, (G) 81 Hope Avenue, Worcester, (H) 38 Old Stage Road, Chelmsford, (I) 32 Sandhill Road, Groton, (J) 1460 John Fitch Highway, Fitchburg, (K) 37 State Road, North Tisbury, (L) 455 South Street, Barre, (M) 210 Lincoln Street, Worcester, (N) 28 Meadowbank Road, Billerica, (O) 75 Berkley Avenue, Lowell, (P) 33 Camp Street, Paxton, (Q) 47 Millstone Lane, Middleboro, (R) 799 West Boylston Street, Worcester, (S) 239 A Wildwood Avenue, Worcester, (T) 648 5th MA Turnpike, Fitchburg, and (U) 21 Davis Road, Dracut;
3. Refinancing the currently outstanding bank term loan that financed residential, health care and educational projects located at (A) 15 Simmons Avenue, Worcester, (B) 28 West Sherman Street, Dartmouth, (C) 6 Winterhill Drive, Dracut, (D) 16 Brook Street, Plympton, (E) 505 Pleasant Street, Worcester, (F) 5 Pelham Drive, Fitchburg, (G) 68 Old Colonial Drive, Gardner, (H) 210 Lincoln Street, Worcester, (I) 33 Camp Street, Paxton, and (J) 47 Millstone Lane, Middleboro;
4. Refinancing a currently outstanding bank loan that financed residential, health care and educational projects located at (A) 2 Granite Street, Worcester, (B) 75 Main Street, South Grafton, (C) 23-35 Boylston Street, Worcester, (D) 35-37 Boylston Street, Worcester, (E) 321 Burncoat Street, Worcester, and (F) 15 Pleasant Street, Rochdale;
5. Refinancing a currently outstanding bank loan that financed residential, health care and educational projects located at 27 Sever Street, Worcester;
6. Financing renovations of existing properties owned and operated by the Borrower as residential, health care and educational projects located at (A) 23 Fairchild Drive, Holden, (B) 51 Winslow Avenue, Leicester, (C) 85 Wheelwright Road, Barre, (D) 54 Hopedale Street, Unit 104D, Hopedale, (E) 1 Kirkland Drive, Andover, (F) 5 Oberlin Road, Danvers, (G) 2 Patti Lane, Wenham, (H) 5 Agnes Terrace, Methuen, (I) 260 Lynnfell's Parkway, Saugus, (J) 117 Glendower Road, Roslindale, (K) 8 Free Street, Saugus, (L) 199 Winston Street, New Bedford, (M) 3 Sara Beth Lane, Wareham, (N) 4 Skyline Drive, Dartmouth, (O) 455 South Street, Barre, (P) 22 Grant Road, Devens, (Q) 10 Welby Road, New Bedford, (R) 270 Pleasant Street, Paxton, (S) 208 Mashpee Neck Road, Mashpee, (T) 22 Oar & Line Road, Plymouth, (U) 232 Haverhill Street, North Reading, (V) 338 Sea Street, Hyannis, (W) 6 Mason Drive, Grafton, Massachusetts, and (X) 81 Hope Avenue, Worcester, (Y) 796 Pleasant Street, Worcester, (Z) 140 Bourne Road, Plymouth, (AA) 113 Park Road, Chelmsford, (BB) 186 Thistle Drive, Centerville, (CC) 84 Overlook Road, Westminster, (DD) 3 Jordan Lane, Fairhaven, and (EE) 549 Main Street, Acushnet;

7. Funding a debt service reserve fund and financing of capitalized interest in connection with the issuance of the Bonds; and
8. Financing the costs of issuance and other common costs of the Bonds.

The proposal includes the financing and refinancing of the costs of the Projects through the issuance by MassDevelopment, acting under and pursuant to Massachusetts General Laws, Chapters 23G and 40D, of “qualified 501(c)(3) bonds” in an aggregate principal amount not to exceed \$50,000,000, which bonds will not constitute a debt or pledge of the faith and credit of MassDevelopment or of The Commonwealth of Massachusetts.

Subject to the notice provisions set forth below, interested persons wishing to express their views on the Projects and the proposed issuance of tax-exempt and/or taxable revenue bonds to finance and refinance the Projects will be given the opportunity to access the public hearing by teleconference using the toll-free telephone number and participant code set forth below or may, prior to the time of the public hearing, submit their views in writing to MassDevelopment at 99 High Street, 11th floor, Boston, Massachusetts 02110.

Persons wishing to participate by teleconference may use the toll-free telephone number and passcode listed below:

Dial in: 1-888-305-1655
Participant Code: 309-639

MassDevelopment expects to conduct the hearing at the date and time set forth via teleconference *only*, using the telephone number listed above.

MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY

LURIE FRIEDMAN LLP

ONE MCKINLEY SQUARE
BOSTON, MA 02109

HARLEY C. RACER

617-367-1970
hracer@luriefriedman.com

August 5, 2021

BY EMAIL AND U.S. MAIL

Meredith Slesinger, Rail Administrator
James Eng, Deputy Rail Administrator
MassDOT
10 Park Plaza
Boston, MA 02116
James.Eng@state.ma.us

Re: Grafton & Upton Railroad Company's IRAP Application

Dear Ms. Slesinger and Mr. Eng:

This firm represents First American Realty, Inc. and Hopedale Properties, LLC (together "First American") in relation to the Grafton & Upton Railroad Company's ("GURR") July 15, 2020 application for state funds through Massachusetts' Industrial Rail Access Program ("IRAP"). We write to request that MassDOT, pursuant to its guidelines, request supplemental information and written clarifications from GURR regarding the unilateral and illegal obstruction of two private rights of way across the railroad tracks and the subsequent litigation that has commenced in two venues. As you are aware, MassDOT retains the sole discretion to terminate the IRAP contract for cause, pursue repayment and determine ineligibility of GURR for future IRAP funding. Such actions are appropriate and warranted in this matter. First American requests that MassDOT investigate GURR's illegal obstruction of First American's rights of way, the IRAP project readiness and the validity of the statements certified by GURR. Following an investigation, supporting the facts contained herein, First American requests that MassDOT rescind the funds that have been approved and revoke the agreement entered into with GURR. First American also requests a copy of the IRAP Grant Agreement entered into with GURR and any communications and supporting documents relating thereto.

MassDOT's Request for Applications provides that "IRAP contract awards are contingent upon the continuing validity of the representations made in the application." See Request for Applications, p. 3, attached hereto. As detailed below, material representations made in GURR's July 15, 2020 IRAP application were and remain false. In GURR's July 15, 2020 IRAP application, GURR President Michael Milanoski certified as true and correct that there were no "right-of-way considerations that will need to be addressed/resolved for this project to be constructed" and that "[t]he project's right of way is complete . . . no third party coordination is required". See GURR IRAP application, "C Project Readiness", attached hereto. Despite these certified representations, GURR, Mr. Milanoski and Jon Delli Priscoli, CEO, Director and owner, were and are well aware of the existence of at least two deeded rights-of-way belonging to First American across and over GURR's railroad tracks, on either side of the

LURIE FRIEDMAN LLP

Meredith Slesinger
MassDOT
August 5, 2021
Page 2

Mill River. These two rights-of-way have been in existence and in use for over a century. These two rights-of-way are central to the project's ability to move forward.

Despite GURR's knowledge and prior recognition of these rights-of-way, and as part of its IRAP project, GURR, without any prior notice or permission abruptly and intentionally blocked the rights-of-way by digging up and removing asphalt between the tracks and installing new railroad tracks, well above grade and impassable, blocking any and all vehicular traffic as well as placing a large cement blocks in the way of First American's access to its two rights-of-way on the northwestern side and northeastern side of the Mill River. GURR has refused to restore First American's rights-of-way and in direct contradiction of its certified statements to MassDOT that there are no rights-of-way considerations to be resolved, filed a petition with the Surface Transportation Board, seeking a declaratory order that the rights-of-way do not need to be restored because they are part of the railroad maintenance and expansion project. First American, in turn, has been required to bring a lawsuit against GURR in Worcester Superior Court to obtain an order that GURR immediately restore the rights-of-way.

The IRAP application instructions from MassDOT make clear that issues relating to rights of way are not limited to the railroad's right of way but also include the project's impact on abutters and their rights of way across the railroad. MassDOT is clear that those issues must be resolved prior to submitting the application to demonstrate project readiness. Indeed, "applications will include a focus on the readiness of the project including progress on project design, permitting, and required right-of-way." Request for Applications, p. 6 (emphasis added). Moreover, MassDOT cannot authorize any project until the project has been determined to have a full, secure right of way. "IRAP contract awards are contingent upon the continuing validity of the representations made in the application" and MassDOT visits and inquiries may include "discussion of any potential or unresolved Right of Way (ROW) impacts", such as those present and pending with this IRAP project. *Id.*, p. 3. The application must "[d]escribe how related right-of-way approvals and environmental permits have been or will be obtained." *Id.* at 7. While G&U claims to own its right of way through Hopedale, it has not resolved the rights of way impacts to First American's properties nor has it obtained permission or a license to obstruct and /or terminate First American's rights-of-way.

GURR is required under the IRAP application to "[d]escribe the limits of work of the project identifying whether all work is on property owned by the applicant (by full ownership or easement) or if licenses/agreements are required. If licenses /agreements are required, identify the status of those rights." Request for Applications, p. 7. GURR failed to identify the work that it has now started on First American's easements and failed to obtain a license or agreement from First American for that work. GURR is also required to "[d]escribe required actions and the planned time frame of any third-party project stakeholders required to advance the project. This may include utility relocations, roadway / municipal improvements, or coordination with abutting properties." *Id.*, p. 8. These representations are part of the "Evaluation Criteria" relied upon by MassDOT in determining which applicants are awarded the competitive funding.

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Meredith Slesinger
MassDOT
August 5, 2021
Page 3

We request that MassDOT investigate whether the statements certified by Mr. Milanoski and GURR were and remain false. We further ask that MassDOT determine whether the project meets MassDOT's requirements for readiness and validity. We ask that MassDOT, following an inquiry, terminate the IRAP contract for cause, pursue repayment and determine ineligibility of GURR for future IRAP funding.

Finally, this letter serves as a public records request pursuant to the Massachusetts Public Records Act. Please provide the following documents to the extent they may be in the possession, custody or control of the MassDOT.

1. All communications between GURR, including without limitation any of its representatives, officers, agents, or attorneys and any individual from MassDOT from January 1, 2019 to present.
2. Any draft of any IRAP Grant Agreement between GURR and MassDOT, signed or unsigned, from January 1, 2020 to present.
3. Any and all permits, environmental and otherwise, in connection with this IRAP application or approval.

Please provide these public records as soon as possible but in no event later than ten (10) business days, as required by the Public Records Act.

Thank you for your consideration of this important issue.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Harley C. Racer", followed by the initials "(AT)" in parentheses.

Harley C. Racer

Encl.

cc: Diana Schindler, Hopedale Town Administrator
Philip O. Shwachman
Governor Charlie Baker
Lt. Governor Karyn Polito
Senator Ryan C. Fattman
Representative Brian Murray

ATTACHMENT A.
FY2021 IRAP APPLICATION COVER SHEET
(Please type in text boxes provided below)

1. Name of Applicant: Grafton and Upton Railroad Company
2. Address of Applicant: 42 Westboro Road, North Grafton, MA 01536
3. Nature of Applicants Business: Short Line Railroad, Transloading
4. Contact Person: Michael R. Milanoski
5. Title: President

Email: mmilanoski@graftonuptonrr.com Phone: (508) 965-3493

6. Descriptive Name of Project:

GU's Hopedale Transloading Railyard Expansion Project including trans-loading / logistic tracks #3, #4, #5, and #9 to accommodate building addition and to meet customers growth including 2M Resources' glass recycling export to manufacture glass products, Georgia Pacific, Charah Solutions Recycled Concrete Additives, Ciment Quebec, and to store nearly 250,000 gallons weekly of commodities to manufacture hand sanitize in the Northeast.

7. Total project cost: \$ 850,000.00 Proposed Start Date: 08/31/2020
 Completion Date: 06/30/2021

8. Funding Sources:

Amount: Percent of Project Cost:

IRAP Request: \$ 500,000.00 % 59.00

Source of Private Sector Project Funding:

- | | | |
|-------------------------------|---------------|---------|
| 1. Grafton Upton Railroad Co. | \$ 350,000.00 | % 41.00 |
| 2. | \$ | % |
| 3. | \$ | % |

9. Project location (limits):

This IRAP project is solely located at the existing Grafton and Upton Railroad's 20 acre trans-loading rail yard in the Town of Hopedale located on Rt. 16 that is zoning Industrial and has been existence for over 130 with support of Hopedale Board of Selectmen.

10. Length: 4,400 track feet

11. Railroad Milepost From: 13.42 To: 13.72

12. Is Project fully designed by a qualified design firm? Yes: No:

13. Has Project received necessary environmental approvals? Yes: No:

14. Are there any right-of-way considerations that will need to be addressed/resolved for this project to be constructed? Yes: No:

15. In the space provided below provide a brief project description (limit of 250 words) of the work that will be constructed under the proposed IRAP project.

The Hopedale Transloading Railyard Expansion Project is designed to allow GU's customers to have immediate access to their freight by creating multiple loading/unloading areas to accommodate their expanding demand as well as storage tracks to ensure customers have enough product to meet the growing demand. The project consists of constructing transloading tracks that can be accessed by both sides for centerbeam unloading, relocation of a material loading ramp and track and three (2) dry bulk unloading/storage tracks.

The GU, in partnership with several customers, is creating manufacturing jobs in the Commonwealth. GU has converted long haul truck shipments, from North and South Dakota, of denatured alcohol, to create hand sanitizer for the northeast market which requires an Industrial Alcohol User Permit issued from the Tobacco and Alcohol Trade Bureau at IRS; a permit that has been in place on the GU since 2011. Over 15 Million gallons will be shipped by rail, reducing over 2,500 trucks, transloaded to various facilities for manufacturing of the final hand sanitizer product and then distributed throughout the region to help fight COVID-19. The additional track space will give the GU the proper capacity to accommodate this new customer who intends to unload at least 10 railcars per week and respond to the market as demand is needed. The intended start date is the end of July 2020 and GU needs the additional track to support this new business.

What's more is that there are positive environmental impact of this project that will help the Commonwealth immediately by removing long haul trucks from interstate highways and reduce demand on the overburdened landfills. For example, 2M Resources will recycle products that are currently overburdening the state landfills by reducing the product size, processing and shipping their manufactured product out by rail, saving over 2,400 trucks from the Commonwealth's highways, remove 60,000 tons of material from landfills and creating manufacturing jobs in Massachusetts (Final product of glass production is a manufactured component of insulation). Further, the recycled products will be used by American companies to make insulation, creating more jobs and manufacturing in the United States. This will require the use of a longer loading/storage track going into the building to accommodate over 15 railcar loads of material per week. Another example is Georgia-Pacific's recent growth which is removing nearly 200 trucks that were previously traveling from outside New England to Hopedale; reducing wear and tear on highways and converting long haul truck traffic to more environmentally friendly rail traffic that is 75% more efficient in reducing greenhouse gases and emissions. This grant improves safety on the roadway's by removing trucks and in total will remove nearly 6,000 long-haul truck trips from the state's infrastructure.

The applicant certifies that the information provided in this application is true and correct, and that the private sector matching funding commitments shown above are in place and are not contingent upon any other project funding award that may be anticipated or pending.

Signature



Title: President

Name Michael R. Milanoski
(Please Type)

Date: July 15, 2020

ATTACHMENT B.

Proposed Project Schedule and Estimated Timelines

IRAP Projects must be completed within 12 months from the MassDOT Notice to Proceed Date

Pre-Construction, Procurement and Construction Activity Timelines	Start Date	Responsible Person/Entity	Estimated Completion Date
Procurement is ongoing	NTP	MOW/GU	8/31/2020
Construction	8/31/2020	MOW/GU	6/30/2020
project to be self-performed by G&U			
employees under forced account			

Instructions: *complete the project schedule table to reflect the status of your project and the remaining implementation tasks and work that will be completed under contract with MassDOT. Insert additional rows as needed.*

If the applicant has already completed pre-construction activities that can't be funded under the IRAP contract – any completed readiness activities such as design, permitting and ROW work should be included along with the completion date to show MassDOT that project implementation work has already begun, or is already completed – this information is important from a project readiness stand point and is also evidence of the applicant's capacity to undertake and manage the project. The schedule should indicate an understanding of the sequencing of activities and who will be responsible for completion of various tasks and construction activities.

ATTACHMENT C. Budget and Budget Narrative

Identified Project Costs/Major Expense Components	IRAP Amount	Private Sector Funds	Total Project Budget
See attached spreadsheet for detailed project cost	\$500,000	\$350,000	\$850,000

Budget Narrative Notes:

See attached spreadsheet for project details. This Public Private Partnership Project Budget is \$850,000, based on GU's current experience of which 41% will be funded by the GU Railroad in the amount of \$350,000. The IRAP requested amount is 59% or \$500,000. The project will be self-performed by railroad employees under our forced account as other awards from MassDOT and will begin as soon as award is made by MassDOT. Permits & Right-of-way completed. Materials are standard stock materials that are readily available and quotes have been received. Upon award construction will begin and will be completed no later than June 30, 2021. If awarded by August 31, 2020 it is likely all this work will be completed by the winter season. GU was ready to go in the last round and is ready to implement upon MassDOT award.

***Instructions:** Complete the Budget table provided above inserting additional rows as needed. Applicants are reminded that the maximum FY2021 MassDOT IRAP grant contribution for a proposed project cannot **exceed \$500,000**, nor can the MassDOT IRAP funding requested represent more than 60 percent (**60%**) of the total project cost.*

If the project is anticipated to be completed after the end of State Fiscal Year 2021 (June, 30, 2021) provide an estimated breakdown of costs planned in State Fiscal Year 2021 and those in future State Fiscal Years.

Use the space below the table to include a brief budget narrative to identify how budgeted costs were determined (working estimates, preliminary quotes received or based on prior experience) and indicate underlying budget assumptions and the basis for identified costs (unit price x quantity for example) wherever possible.

A. Project Need Statement –

The Grafton and Upton Railroad Company (GU) is experiencing strong growth at their Hopedale Transloading railyard located in Hopedale, Massachusetts with the addition of new customers that are creating direct benefits to the Commonwealth in manufacturing and recycling through job creation, reduced landfill demand, the effective use of recycled materials, and tax revenue to the local community. To provide the Commonwealth with these benefits, the GU has several constraints in their Hopedale Facility that are prohibiting the timely growth needed to accommodate the railroad customers that are trying to expand services and benefits in Massachusetts. Due to this demand, GU has invested privately to accommodate their growth over the previous 6 months and to support their existing and new customers. To ensure new customers were able to locate to the GU, and the Commonwealth of Massachusetts, GU constructed, with private funds of over a million dollars in last year, a run-around to improve safety (consisting of 2 new 115 LB, #10 switch and 1500' of new rail) and a new customer unloading track (consisting of 1 relay 85LB, #8 EQ switch and 700' of rail). However, even with these improvements, GU's efforts to bring more manufacturing jobs to the Commonwealth has proven that more track is needed to support these manufacturing jobs. While GU's private investment in new tracks was a band-aid for the immediate need for railcar transloading space with the addition of phase 2 for 2M glass recycling, our new hand sanitizer product line that will be about a quarter of a million gallons per week, and a cement manufacturer, Ciment Quebec, they do not provide sufficient space for the loading of recycled materials and repositioning of railcars to meet the recycling demand.

In addition, GU will be the only distributor of certain commodities transported by rail for the production of hand sanitizer in the Northeast which will address the COVID issues now and in the future. Prior to this week, this material was being shipped in tractor trailer trucks by our terminal operator Dana Rail Car from north and south Dakota. Our first rail loads began last week and will quickly grow by this fall to a quarter million gallons per week or 10 rail cars. The need for this IRAP is apparent in the increased demand and short of supply of hand sanitizer to fight uptick in COVID. By building tracks for the repositioning and transloading of these railcars, over 15 Million gallons annually, we will make the conversion from truck to rail and reduce the number of long-haul trucks in the Commonwealth; a reduction of nearly 2000 trucks. The direct benefit of this will be jobs in the Commonwealth for transloading this product, which will yield 10 rail cars per week or, over a quarter million gallons per week, which is needed to help Massachusetts with goal of meeting consumer demand in the northeast and reducing consumer costs. The benefit health and safety benefit will help ensure proper mitigation of current and future transmittable viruses. Therefore, GU needs to add more tracks to accommodate this rapid growth.

Furthermore, GU's has successfully located 2M Resources to their Hopedale facility. Phase 1 of 3 is operational and they are a glass recycling facility located inside GU's 90,000 square foot warehouse. This process of recycle offer the Commonwealth multiple benefits by transforming this storage warehouse into a manufacturing facility. First, 2M is reducing waste in the overburdened state landfills and reducing the cost to move it out of state. Second, they are creating manufacturing jobs by adding several more phases to their operations so the glass can be reused in multiple application, like insulation. The next two phases will require nearly five million dollars in equipment investments but need also require additional rail capacity to support this growth. This recycling facility is designed in reduce waste overburdening landfills in the Commonwealth and create a final product that is used for manufacturing of insulation, new bottles, other glass products. Half the equipment for phase 2 is already on site and the remaining equipment is being manufactured to arrive in September for operations in October.

As stated above, this recycling process is a better described as a manufacturing process because the glass is processed through different machines with the input of equipment operators to develop a dry silica like product, creating a commodity for further manufacturing. Additional benefits to the process include the room to grow (in size and tonnage processing capability) and many opportunities for job growth along the way (see 2M Resources Letter of Support). While GU has made progress rebuilding (New fire suppression and fire alarms, new roof systems, new loading docks) after GU's purchase of this 80,000SF facility in 2019, renewing and reorganizing their manufacturing facility to support 2M Resources, other constraints exist outside the facility with a lack of loading tracks at the

Hopedale facility which results in railcar storage along neighbors hoods rather than in the railyard. Therefore, GU needs more track space to accommodate the build out of all three phases. The track space GU has requested in the IRAP will allow GU to assist 2M in loading the railcars by prepositioning them within the railyard so they can be loaded consecutively in a safe and efficient operation.

To overcome these constraints, the GU proposes the installation of three (3) tracks and the relocation of another. GU needs three (3) transloading/railcar tracks to accommodate 2M resources and Preposition of railcars for Charah Solutions, Ciment Quebec and hand sanitizer manufacturing. These tracks will be used to preposition, clean and load/unload railcars and they will allow their customers to load directly into the railcar without a need to store material on the ground. Last, it is important for the relocation of track that currently goes into the Hopedale manufacturing facility to accommodate a 60,000 square foot addition (another million dollar private investment) which will support the growth of 2M Resources and GP, a decade old GU customer positioned for growth in the New England market. The addition of each track gives each customer a safe place to operate without interference or risk of running into another company's work area. Further, the storage capabilities on each track will allow the customers of the GU to have an adequate car supply available to keep material moving so it does not have to be stored on site.

B. Project Description –

The Hopedale Transloading Railyard Expansion Project is designed to allow the GU's customers to have immediate access to their freight by creating multiple loading and unloading areas by adding additional tracks and extending another. Not only will this project have positive economic impacts by creating manufacturing jobs, it'll provide for safer and more consistent rail service. Furthermore, this project will help the customers and the GU hire additional employees such as 2M, who recently hired five (5) employees in phase 1 and is currently seeking applications for more. The project consists of constructing two (2) transloading tracks that can be accessed by both sides for loading and unloading, clean and prepositioning of railcars, the addition of one (1) loading track to load material directly to railcars and the relocation of the building track (entering the warehouse) to accommodate an addition to the building and 2M Resources loading sequence of manufactured products. The project is based on three principles of mutual success for both the Commonwealth of Massachusetts and GU including safety, waste reduction in the Commonwealth's overburdened landfills, and manufacturing job creation in Massachusetts.

Safety improvements are easily found with the addition of each track which gives each customer a safe place to operate without interference or risk of running into another company's work area. Further, the storage capabilities on each track for the prepositioning of railcars to be loaded/unloaded will allow the customers of the GU to have an adequate car supply available to keep material moving so it does not have to be stored on site. Safety improvements are also found in the transloading process by designing a rail yard and transfer facility that can accommodate all the customers and align with efficient business operations and process maps that make manufacturing possible within the warehouse. This gives each customer enough track space to preposition the required number of cars to meet their customer's needs and project deadlines.

The environmental impacts of this project will help the Commonwealth of Massachusetts immediately by removing long haul trucks from interstate highways. For example, 2M Resources move to the GU will remove over 3,000 long haul trucks from Interstate 90 and reducing waste going to the Commonwealth's overburdened landfills. This will require the use of a loading track and storage track to accommodate over 10 railcar loads of material per week. Another example is Georgia-Pacific's recent growth which removed nearly 200 trucks that were previously traveling from outside New England to Hopedale; reducing wear and tear on highways and converting truck traffic to more economical and environmentally friendly rail traffic. Finally, the addition of Ciment Quebec once again removes over 400 long haul trucks from the overburdened interstates and centralizes their operation for future growth and addition of more jobs.

2M Resources growth has created a need to build an addition on the Hopedale Manufacturing facility to continue to accommodate existing customers rather than having them move out of Massachusetts. Therefore, the track

entering the building needs to be relocated (the lead outside the building) so the addition can be completed. GU needs to build this track to retain GP's current and additional business and keep long haul trucks off the road and improve the capacity to add more manufacturing jobs in Hopedale. Furthermore, the growth all customers in Hopedale have added additional rail car volume and allowed the GU's distribution center and 2M Resources to hire an additional forklift operators and laborers as well as the indirect benefits from a purchase additional forklifts from a local dealership who will now be providing maintenance services at the GU's distribution center.

2M Resources will also bring safety, environmental and economic benefits to the GU and Commonwealth of Massachusetts as well as manufacturing jobs. Removing trucks from the road and creating operating capacity by adding 3 tracks will incentive Ciment Quebec, Charah, GP and 2M Resources to fully utilize rail access as opposed to long haul trucking because they will have a steady supply of railcars ready to move product and prevent costly material buildup and delays on site. Further, this improves safety on the roadway's by removing trucks and benefits the greenhouse gas and emissions reductions goals as well as adding manufacturing jobs to Commonwealth both directly and indirectly.

Therefore, the Commonwealth directly benefits from investing the GU's Hopedale Railyard Expansion project from new manufacturing jobs (directly and indirectly), reduced waste in the overburdened landfills and ensuring the efficient reuse of recycled materials.

C. Project Readiness –

The Hopedale Transloading Railyard Expansion Project meets requirements of an immediate project as it will be completed by June 30, 2021 and is ready to go upon notice to proceed. The project's right of way is complete, design is complete (attached), all required permits completed, railroad is sponsoring this project and paying match, no third party coordination required, procurement for rail materials is underway, and this site is properly zoned by the town of Hopedale as Industrial Land and was a larger rail yard for over 130 years. This project goes back to what was historically an industrial railyard and manufacturing facility. The only thing that can delay this project would be a delay from MassDOT on the review and approval of this public private partnership grant. Our goal with an August award and contract will be to complete this work before end of 2020 calendar year.

D. Project Schedule

The project will be self-performed by railroad employees under our forced account as other awards from MassDOT and will begin as soon as award is made by MassDOT. Materials are standard stock materials that are readily available and quotes have been received. Upon award construction will begin and will be completed no later than June 30, 2021. If awarded by August 31, 2020 it is likely all this work will be completed by the winter season. GU was ready to go in the last round and is ready to implement upon MassDOT award.

E. Anticipated Project Benefits

GU, in partnership with several customers located in Hopedale (See Hopedale Data) are committed to bringing and retaining manufacturing jobs within the Commonwealth. This IRAP will help the GU and their customers continue their success within the Commonwealth and add over twenty (20) jobs at this location. The GU has a proven track record with successful implementation of IRAP awards, Section 130 awards, and adding higher paying job growth to the Commonwealth, such as Maintenance of Way, Maintenance of Equipment, forklift operators and transload operators. GU is committed to creating jobs in the Commonwealth, achieving state environmental and emissions reductions goals and maintaining a strong safety culture (American Shortline and Regional Railroad Associate Jake Award Winners).

Hopedale Data

IRAP Direct Job Creation 2020 - 2021

- Grafton and Upton Distribution Center – 1-2 Job
 - 2M Resources – 20 – 25 jobs directly, 10 – 15 indirect
- Total Direct Jobs from IRAP Award – Low 21, High 27**

Hopedale Rail Customers – Current

- Charah Solutions – 300 railcars
- Georgia Pacific – 260 railcars
- Nutmeg Forest Products – 10 railcars

Total Railcars – 520

Total Truck equivalent = 2000

Hopedale Rail Customers WITH IRAP

- 2M Resources – 780 railcars (by 2021)
- Charah Solutions – 350 railcars
- Georgia Pacific – 260 railcars
- Heritage Environmental – 30 railcars
- Nutmeg Forest Products – 10 railcars

Total Railcars - 2,170

Total Truck Equivalent = 10,980

F. Budget

This Public Private Partnership Project Budget is \$850,000.00 of which 41% will be funded by the GU Railroad in the amount of \$350,000. The IRAP requested amount is 59% or \$500,000. Following pages provide a detailed estimate of the project.



TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7
Hopedale, Massachusetts 01747
Tel: 508-634-2203 Fax: 508-634-2200
www.hopedale-ma.gov

BOARD OF SELECTMEN

Brian R. Keyes, Chair
Thomas A. Wesley
Louis J. Arcudi, III

Town Administrator
Diana M. Schindler

July 13, 2020

Secretary & Chief Executive Officer Stephanie Pollack
Massachusetts Department of Transportation
10 Park Plaza, Suite 4160, Boston, MA 02116

Secretary Mike Kennealy
Housing and Economic Development
1 Ashburton Place, Room 2101, Boston, MA 02108

RE: FY2020 Industrial Rail Access Program (IRAP)

Dear Secretary & CEO Pollack and Secretary Kennealy:

The Hopedale Board of Selectmen and Grafton and Upton Railroad (GU) have worked collaboratively over the last decade creating a successful and respected Public Private Partnership (PPP). GU works closely to assist Hopedale when the town does not have the resources or equipment to address critical issues of concern. We were disappointed that GU's application from last round was deferred action on November 14, 2019 based on lack of clear information regarding the public benefits the project is expected to achieve; we expect this letter will address your concern as well as GU's application in detail.

Last year, GU purchased a 90,000 SF building on fifteen (15) acres, properly zoned Industrial, and has made significant investments in their property and building including creating new manufacturing jobs for the site, some of which have gone to Hopedale residents. In addition, GU is now proposing a 60,000 SF addition for additional rail centric development to further revitalize the industrial area that was part of the former Draper complex to spur job generation and tax revenue for the Town. Their IRAP application for Transloading Railyard Expansion, tracks #3, #4, #5, and #8 that include modification to #1, #2, and #7 will allow the State of Massachusetts to assist GU manufacturing customers growth demand and continues our PPP.

We are excited to hear GU and their transloading customers will be the northeast distributor of the essential components to manufacture hand-sanitizer that is necessary to fight COVID-19, transporting over a quarter million gallons per week that will increase supply and reduce cost to consumers; this IRAP will assist in that necessary initiative. Further, the efforts of GU's support of the manufacturing processes of their customers, including the effective recycling of glass and aluminum by 2M Resources, saving waste from the overburdened Massachusetts landfills, and creating manufacturing opportunities for companies like Charah Solutions, the distributor of fly ash, a recycled component required by MassDOT in concrete production to manufacture a stronger

material with recyclable products, are realized not only in industrial growth, tax revenue and reduction of waste, but also in job creation and long-term partnerships with the town while being a more environmentally-friendly option.

This IRAP project will provide for a safer and consistent rail service while lessening the impacts to our town residents, as GU, due to their rapid growth is forced to store loaded/empty railcars on their mainline given current railyard small size. On behalf of the Town of Hopedale, we respectfully request your favorable support for this project as expeditiously as possible. The work is ready to begin in September before winter.

Thank you for your attention and consideration.

Sincerely,



Diana M. Schindler
Town Administrator

cc: Governor Charlie Baker
Lt. Governor Karyn Polito
Senator Ryan C. Fattman
Representative Brian Murray
Astrid Glynn, Rail Administrator
Michael Milanoski, GU President



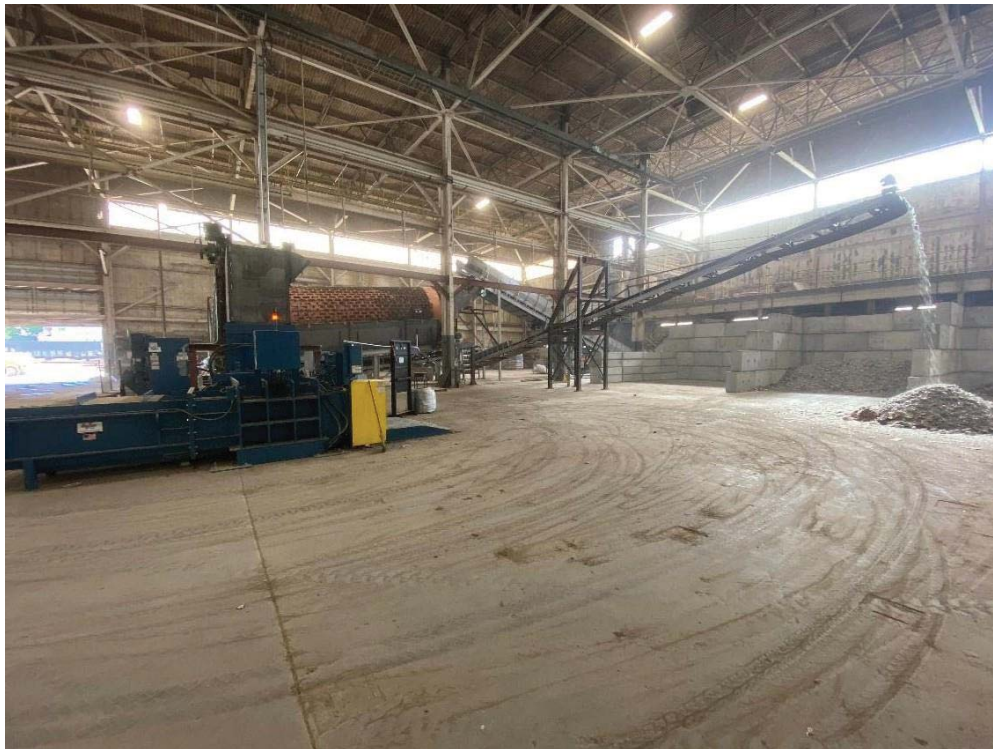
June 23, 2020

James Eng
Deputy Rail Administrator
10 Park Plaza, Suite 4160
Boston, MA 02116

Mr. Eng:

2M Resources has recently executed a long-term lease with the Grafton and Upton Railroad Company at 141 Mendon Street in Hopedale, MA for the purpose of constructing a glass recycling facility. 2M Resources is dedicated to helping the Commonwealth of Massachusetts by reducing the overburden placed on the Massachusetts waste stream by focusing on glass recycling. The glass will not enter the landfills and once processed, will move by rail; the most economical solutions to transporting bulk materials. Further, the final material that we manufacturer will be used by American companies to manufacture goods such as insulation. This project recycles and creates American manufacturing jobs.

This facility is designed to in 3 phases and should take 2-3 years to complete the build out. Phase 1 is operational, and we have hired five (5) employees and will continue to hire several more. We currently have contracts with five (5) distribution companies and will continue to seek additional contracts.



Phase 1 Operational as of 6/15/2020



Phase 2 engineering is complete, equipment is currently shipping to Hopedale and will be complete by Q1 2021 and allow us to hire 4 more employees. The final phase of buildout will give 2M Resources the most efficient recycling opportunities and allow us to additional employees, totally 15-20 employees.

2M Resources will utilize the Grafton and Upton Railroad as the primary means for transportation on processed glass as it leaves the facility. We will ship 200-300 railcar loads of glass annually in the first phase and will require storage at least 10 railcars on site to ensure continuous loading of recycled materials, requiring more railcar storage capacity in Hopedale. Phase 2 and 3 will each produce additional railcar output doubling the initial volumes.

Respectfully,

A handwritten signature in blue ink, appearing to read "Michel Marquis", with a stylized flourish extending to the right.

Michel Marquis, president

2M Resources Corp.

Dana Container Inc.

25 Maple Avenue
Upton, MA 01568

July 15, 2020

Michael Milanoski
Grafton & Upton Railroad
42 Westborough Road
North Grafton, MA 01536

Subject: Covid-19, Ethyl Alcohol for Hand Sanitizer Industry

Michael:

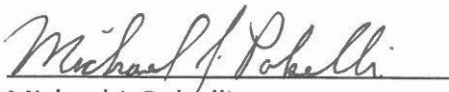
As you know, there is tremendous demand at the Upton Massachusetts railyard for tank car shipments of ethyl alcohol for use in combating the Covid virus. This alcohol will be transloaded from tank cars into tanker trucks for delivery to local and regional hand sanitizer manufacturers.

We recently leased 12 thirty thousand gallon jumbo rail cars to a customer from Attleboro MA. These 12 tank cars will complement 38 shipper owned tank cars that have already begun cycling through Upton (see attached CSX waybill). These railcars will arrive in Upton at the rate of 10 cars per week indefinitely.

We are writing this letter in order to re-enforce the need for Grafton & Upton Railroad and their partner CSXT in supporting these all-important shipments of alcohol during the current nationwide coronavirus pandemic.

Please contact us with any questions or concerns.

Sincerely,



Michael J. Polselli
New England Regional Manager

CARRIER TPW

PAGE 1 OF 1

FORM 5190

RECEIVED, SUBJECT TO THE CLASSIFICATIONS AND LAWFULLY FILED TARIFFS IN EFFECT ON THE DATE OF THE ISSUE OF THIS BILL OF LADING,
FROM VANTAGE CORN PROCESSORS LLC

9516R

DATE
BILLED 06/03/2020

SHIPPER'S NO. 012842

P.O. NO 517405

AT PEORIA IL
VIA

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each corner of all or any of said property, even all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern, Western and Illinois Freight Classifications in effect on the date hereof if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for release and his assigns.

CONSIGNEE TO (Mail or street address of consignee - For purposes of notification only)
DANA CONTAINER 499457

SEND FREIGHT BILL TO:
ARCHER DANIELS MIDLAND CO
PO BOX 1470
DECATUR IL 6252500

GRAFTON & UPTON RAILROAD CO
25 MAPLE AVE

UPTON MA

01568

ROUTE TPW-REYNO-CSXT-NGRAF-GU

Subject to Section 7, if conditions of this shipment is to be delivered to the consignee without recourse or the consignor, the consignor shall sign the following statement.
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

By CHRIS ELWICK
(Signature of Consignor)

If charges are to be prepaid type here "Prepaid".

PREPAID

"The fibre boxes or sacks used for this shipment conform to requirements of Rule 5 - 40 and 41 of Uniform Freight Classification."

The description and weight indicated on this bill of lading are correct subject to verification by EASTERN, SOUTHERN, or WESTERN WEIGHING & INSPECTION BUREAU according to agreement.

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight". NOTE- Where rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$
Per _____

DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	CAR NO.	QTY.	WEIGHT	CLASS OR RATE
UN1170, ETHYL ALCOHOL, 3, PG II BULK TANK CAR 2818445.00 SDA 40-B 190 RATE PER CAR TO REYNO RATE PER CAR TO BEYD SEALS: 333607 333608 PLACARDED FLAMMABLE 49-091-59	ADMX030084 SHIPPED AS SHIPPED AS 333609	1	191804 LBS 1 CAR 1 CAR	
		333610		

SHIPPER'S SPECIAL INSTRUCTIONS:

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. ELWICK, CHRISTOPHER

EMERGENCY CONTACT: VANTAGE CORN PROCESSORS LLC CONT: 862818 US & CANADA: 800-424-9300;
OUTSIDE US AND CANADA 1-703-527-3887; MEXICO 01-800-681-9531.

RULE 11; EACH CARRIER IS TO BILL FOR ITS OWN CHARGES



June 23, 2020

James Eng
Deputy Rail Administrator
10 Park Plaza, Suite 4160
Boston, MA 02116

Mr Eng,

I'm writing to you today on behalf of Charah Solutions and our growing relationship the Grafton and Upton Railroad. In 2020, Charah entered into an agreement with a leading cement manufacturer, to sublease transloading space at the Hopedale Terminal. This partnership is designed to take long haul trucks off the road, develop construction and manufacturing and improve customer access to both fly ash and cement products through the Grafton and Upton Railroad's Hopedale Transloading Facility. What's more is that the Grafton and Upton Railroad offered to build a new customer track at no cost to Charah to ensure a long-term relationship. This new track ensures products can be safely unloaded with minimal railcar moves. However, more space will be needed.

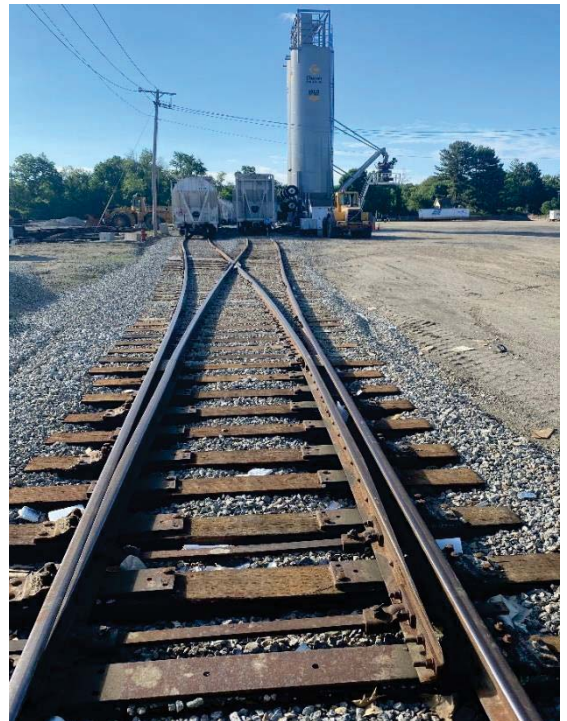
Recently, Charah has expanded their customer base and will once again require the GU to add additional track space for the storage of Charah railcars to meet the demand of this Growth which is expected to be 35% in 2021. Further, Charah Solutions provides recycled materials, up to 25% of the MassDOT concrete mix specifications, which gives the concrete increased durability for longevity and greater resilience to the New England climate. The location of the facility, central Massachusetts, reducing trucking into the state and provides efficient access to these materials, creating direct benefits to the Commonwealth of Massachusetts. Please consider the Grafton and Upton Railroads application to help support cement and fly ash manufacturing as well as supporting the growth of the construction industry.

Thank you,

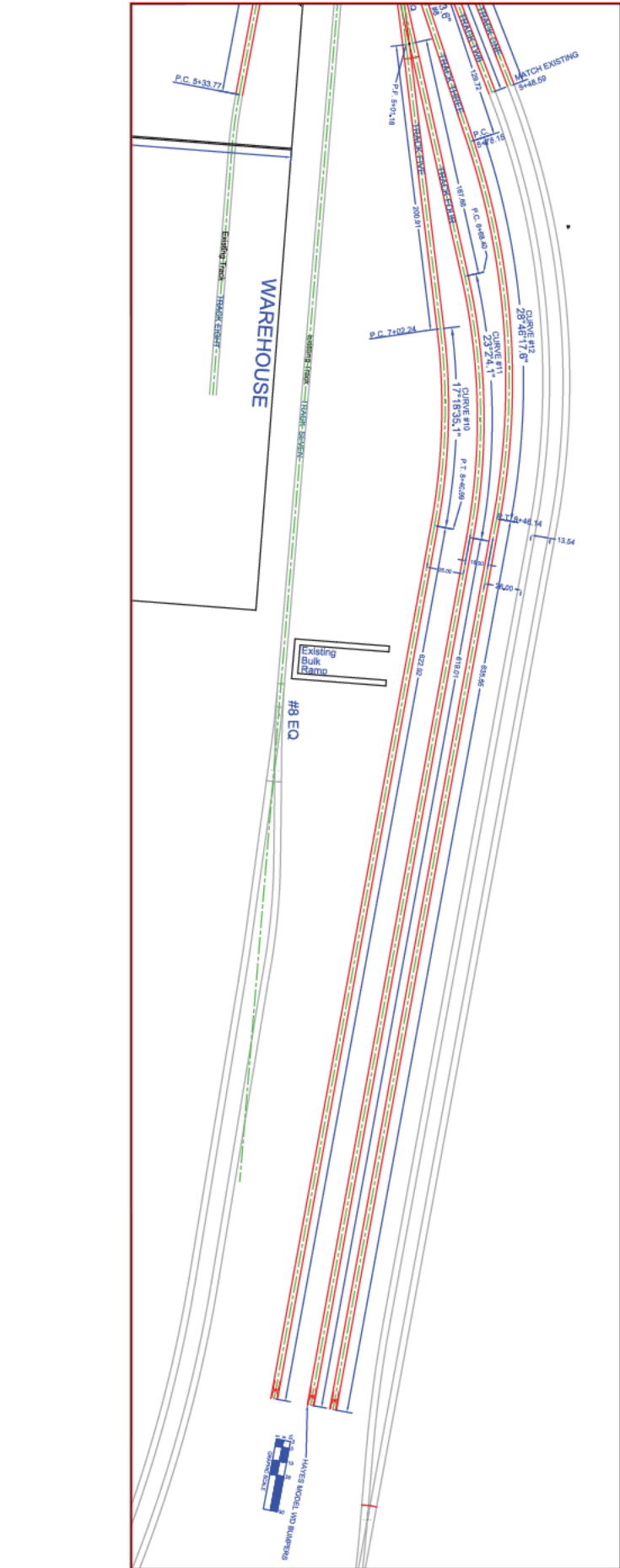
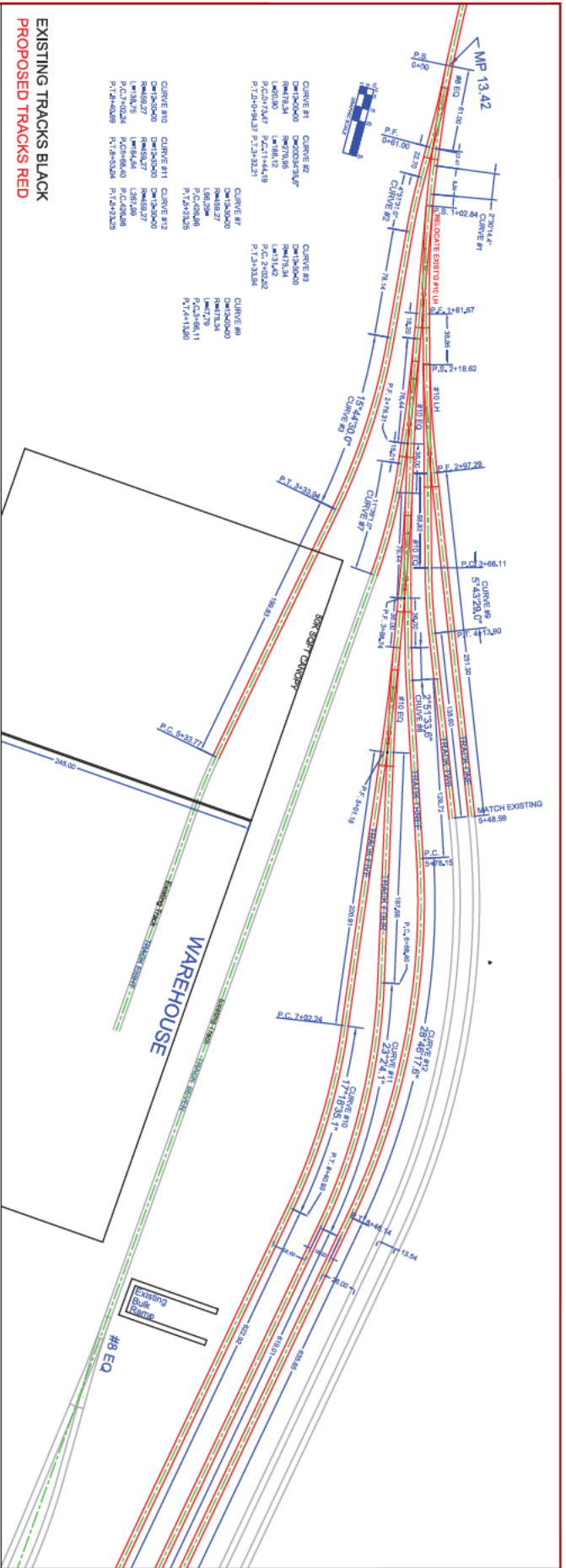
A handwritten signature in black ink that reads 'Tiffany Duffy'.

Tiffany Duffy

Charah Solutions



Newly constructed switch and customer siding built and paid for by the Grafton and Upton Railroad Company.



Hopedale Transloading Rail Yard, Run-Around, Transloading and Storage Track Project

GRAFTON & UPTON RAILROAD
 42 WESTBORO ROAD, NORTH GRAFTON MA 01536
 OFFICE PHONE 508-839-1701 MARKETING 860-627-8924
 E'MAIL Info@graftonuptonrr.com

SCALE: 1" = 200'
 SHEET NO. 2 OF 2
 DATE: 6/23/20
 DRAWN BY: GAN/JD
 CHECKED BY: BCW
 APPROVED BY: BCW

ESTIMATING SPREAD SHEET HOPEDALE YARD 2020 TRACK CONFIGURATION

ALL MATERIAL FOR THE ENTIRE SCOPE OF WORK

DESCRIPTION	COST/HR	QTY	U/M	HRS	M/U	EXTENDED
TIE 7" INDUSTRIAL GRADE NEW	\$ 69.00	2400	EA	1	1.10	\$ 182,160.00
TIE PLATE, DOUBLE SHOULDER 5.5" EXCELLENT RELAY	\$ 10.50	4200	EA	1	1.10	\$ 48,510.00
SPIKES 5/8" CUT 100LB KEGS	\$ 89.00	90	KEG	1	1.10	\$ 8,811.00
115RE RAIL, EXCELENT RELAY (use relay on site 150tons)	\$ 688.00	42	TON	1	1.10	\$ 31,785.60
JOINT BARS 115RE TOELESS RELAY 4 OR 6 HOLE	\$ 88.00	228	EA	1	1.10	\$ 22,070.40
COMPROMISE JOINT BAR 115RE X 112RE	\$ 478.00	2	PR	1	1.10	\$ 1,051.60
TRK BOLT, 1 X 6 NEW W/NUT & LK WSHR	\$ 2.60	912	SET	1	1.10	\$ 2,608.32
RAIL ANCHOR DRIVE ON 5.5" BASE	\$ 2.05	5922	EA	1	1.10	\$ 13,354.11
SWITCH TIMBER KIT #10 TURNOUT	\$ 8,000.00	4	EA	1	1.10	\$ 35,200.00
SWITCH TIMBER KIT #8 TURNOUT	\$ 7,800.00	1	EA	1	1.10	\$ 8,580.00
TURNOUT KIT COMPLETE, 115RE #8 SAMPSON PT EX RELAY	\$ 13,500.00	1	SET	1	1.10	\$ 14,850.00
TURNOUT KIT COMPLETE, 115RE #10 SAMPSON PT EX RELAY	\$ 14,800.00	4	SET	1	1.10	\$ 65,120.00
SWTICH OPERATING STAND, CENTURY 51A	\$ 950.00	5	ASSY	1	1.10	\$ 5,225.00
HAYES TYPE WD BUMPER	\$ 1,200.00	3	ASSY	1	1.10	\$ 3,960.00
HAYES HBX DERAIL	\$ 980.00	3	ASSY	1	1.10	\$ 3,234.00
GRAVEL, PROCESSED	\$ 9.00	2000	TON	1	1.10	\$ 19,800.00
BALLAST AREMA 4-4A	\$ 9.00	2880	TON	1	1.10	\$ 28,512.00

\$ 494,832.03

FINE GRADE AND PLACE FIRST 4" OF BALLAST

DESCRIPTION	COST/HR	QTY	U/M	HRS	M/U	EXTENDED
FOREMAN	\$ 67.00	1	EA	80	1.35	\$ 7,236.00
OPERATOR	\$ 49.00	3	EA	80	1.35	\$ 15,876.00
LABORER	\$ 46.00	2	EA	80	1.35	\$ 9,936.00
CREW/TOOL TRUCK	\$ 63.33	1	EA	80	1.25	\$ 6,333.00
BULLDOZER	\$ 28.00	1	EA	80	1.25	\$ 2,800.00
ROLLER, 20 TON	\$ 66.00	1	EA	80	1.25	\$ 6,600.00
TRACTOR TRAILER DUMP	\$ 64.60	1	EA	80	1.25	\$ 6,460.00

\$ 55,241.00 \$ 9.36

CONSTRUCT WOOD TIE PLAIN TRACK 4000 TRACK FEET

DESCRIPTION	COST/HR	QTY	U/M	HRS	M/U	EXTENDED	COMMENTS
FOREMAN	\$ 67.00	1	EA	100	1.35	\$ 9,045.00	
OPERATOR	\$ 49.00	2	EA	100	1.35	\$ 13,230.00	
LABORER	\$ 46.00	4	EA	100	1.35	\$ 24,840.00	
CREW/TOOL TRUCK	\$ 63.33	1	EA	100	1.25	\$ 7,916.25	
EXCAVATOR	\$ 89.80	1	EA	40	1.25	\$ 4,490.00	
GRAPPLE TRUCK	\$ 129.00	1	EA	60	1.25	\$ 9,675.00	
TRACTOR TRAILER DUMP	\$ 64.60	1	EA	40	1.25	\$ 3,230.00	
PETTIBONE SPEED SWING	\$ 65.70	1	EA	50	1.25	\$ 4,106.25	
SPIKER, NORDCO MODEL CX OR EQUAL	\$ 71.56	1	EA	50	1.25	\$ 4,472.50	
AIR COMPRESSOR	\$ 19.50	1	EA	100	1.25	\$ 2,437.50	

\$ 83,442.50 \$ 20.86

CONSTRUCT TURNOUTS

DESCRIPTION	COST/HR	QTY	U/M	HRS	M/U	EXTENDED	COMMENTS
FOREMAN	\$ 67.00	1	EA	140	1.35	\$ 12,663.00	
OPERATOR	\$ 49.00	2	EA	140	1.35	\$ 18,522.00	
LABORER	\$ 46.00	3	EA	140	1.35	\$ 26,082.00	
CREW/TOOL TRUCK	\$ 63.33	1	EA	140	1.25	\$ 11,082.75	
EXCAVATOR	\$ 89.80	1	EA	140	1.25	\$ 15,715.00	
GRAPPLE TRUCK	\$ 129.00	1	EA	70	1.25	\$ 11,287.50	
TRACTOR TRAILER DUMP	\$ 64.60	1	EA	40	1.25	\$ 3,230.00	
PETTIBONE SPEED SWING	\$ 65.70	1	EA	40	1.25	\$ 3,285.00	
AIR COMPRESSOR	\$ 19.50	1	EA	140	1.25	\$ 3,412.50	

\$ 105,279.75 \$ 17,546.63

BALLAST AND SURFACE ALL TRACKS AND TURNOUTS 2 FULL PASSES

DESCRIPTION	COST/HR	QTY	U/M	HRS	M/U	EXTENDED	COMMENTS
CONSTRUCTION SUPERVISOR EIC	\$ 50.00	1	EA	40	1.35	\$ 2,700.00	
FOREMAN	\$ 67.00	1	EA	40	1.35	\$ 3,618.00	
OPERATOR	\$ 49.00	1	EA	40	1.35	\$ 2,646.00	
LABORER	\$ 46.00	2	EA	40	1.35	\$ 4,968.00	
CREW/TOOL TRUCK	\$ 63.33	1	EA	40	1.25	\$ 3,166.50	
EXCAVATOR	\$ 89.80	1	EA	40	1.25	\$ 4,490.00	
TRACTOR TRAILER DUMP	\$ 64.60	1	EA	40	1.25	\$ 3,230.00	
BALLAST CAR	\$ 35.00	1	EA	40	1.25	\$ 1,750.00	
PETTIBONE SPEED SWING	\$ 65.70	1	EA	40	1.25	\$ 3,285.00	
TORSION BEAM TAMPER	\$ 179.10	1	EA	40	1.25	\$ 8,955.00	
PRODUCTION REGULATOR	\$ 72.00	1	EA	40	1.25	\$ 3,600.00	
						\$ 42,408.50	\$ 7.19

INSTALL HAYES WD BUMPER 7 EA AND 7 HAYES HBX

DESCRIPTION	COST/HR	QTY	U/M	HRS	M/U	EXTENDED	COMMENTS
FOREMAN	\$ 67.00	1	EA	12	1.35	\$ 1,085.40	
OPERATOR	\$ 49.00	2	EA	12	1.35	\$ 1,587.60	
LABORER	\$ 46.00	2	EA	12	1.35	\$ 1,490.40	
CREW/TOOL TRUCK	\$ 63.33	1	EA	12	1.25	\$ 949.95	
PETTIBONE SPEED SWING	\$ 65.70	1	EA	12	1.25	\$ 985.50	
AIR COMPRESSOR	\$ 19.50	1	EA	12	1.25	\$ 292.50	
						\$ 6,391.35	\$ 456.53
PROJECT MANAGEMENT / SAFETY OVERSIGHT						\$ 12,000.00	
PAVING						\$ 43,500.00	
DESIGN / ENGINEERING						\$ 5,000.00	
SURVEY STAKE-OUT						\$ 2,000.00	

GRAND TOTAL \$ 850,095.13



TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7
Hopedale, Massachusetts 01747
Tel: 508-634-2203 Fax: 508-634-2200
www.hopedale-ma.gov

BOARD OF SELECTMEN

Brian R. Keyes, Chair
Thomas A. Wesley
Louis J. Arcudi, III

Town Administrator
Diana M. Schindler

July 13, 2020

Secretary & Chief Executive Officer Stephanie Pollack
Massachusetts Department of Transportation
10 Park Plaza, Suite 4160, Boston, MA 02116

Secretary Mike Kennealy
Housing and Economic Development
1 Ashburton Place, Room 2101, Boston, MA 02108

RE: FY2020 Industrial Rail Access Program (IRAP)

Dear Secretary & CEO Pollack and Secretary Kennealy:

The Hopedale Board of Selectmen and Grafton and Upton Railroad (GU) have worked collaboratively over the last decade creating a successful and respected Public Private Partnership (PPP). GU works closely to assist Hopedale when the town does not have the resources or equipment to address critical issues of concern. We were disappointed that GU's application from last round was deferred action on November 14, 2019 based on lack of clear information regarding the public benefits the project is expected to achieve; we expect this letter will address your concern as well as GU's application in detail.

Last year, GU purchased a 90,000 SF building on fifteen (15) acres, properly zoned Industrial, and has made significant investments in their property and building including creating new manufacturing jobs for the site, some of which have gone to Hopedale residents. In addition, GU is now proposing a 60,000 SF addition for additional rail centric development to further revitalize the industrial area that was part of the former Draper complex to spur job generation and tax revenue for the Town. Their IRAP application for Transloading Railyard Expansion, tracks #3, #4, #5, and #8 that include modification to #1, #2, and #7 will allow the State of Massachusetts to assist GU manufacturing customers growth demand and continues our PPP.

We are excited to hear GU and their transloading customers will be the northeast distributor of the essential components to manufacture hand-sanitizer that is necessary to fight COVID-19, transporting over a quarter million gallons per week that will increase supply and reduce cost to consumers; this IRAP will assist in that necessary initiative. Further, the efforts of GU's support of the manufacturing processes of their customers, including the effective recycling of glass and aluminum by 2M Resources, saving waste from the overburdened Massachusetts landfills, and creating manufacturing opportunities for companies like Charah Solutions, the distributor of fly ash, a recycled component required by MassDOT in concrete production to manufacture a stronger

material with recyclable products, are realized not only in industrial growth, tax revenue and reduction of waste, but also in job creation and long-term partnerships with the town while being a more environmentally-friendly option.

This IRAP project will provide for a safer and consistent rail service while lessening the impacts to our town residents, as GU, due to their rapid growth is forced to store loaded/empty railcars on their mainline given current railyard small size. On behalf of the Town of Hopedale, we respectfully request your favorable support for this project as expeditiously as possible. The work is ready to begin in September before winter.

Thank you for your attention and consideration.

Sincerely,



Diana M. Schindler
Town Administrator

cc: Governor Charlie Baker
Lt. Governor Karyn Polito
Senator Ryan C. Fattman
Representative Brian Murray
Astrid Glynn, Rail Administrator
Michael Milanoski, GU President



Request for Applications

FY2022 INDUSTRIAL RAIL ACCESS PROGRAM (IRAP)

Funded by the

Commonwealth of Massachusetts

Massachusetts Department of Transportation

Administered by

MassDOT Rail and Transit Division

Jamey Tesler

Acting MassDOT Secretary & CEO

ISSUE DATE: May 20, 2021

APPLICATIONS DUE: June 17, 2021 @ 5:00 p.m.

INQUIRIES: James Eng, Deputy Rail Administrator
James.Eng@dot.state.ma.us (857) 368-8963

TABLE OF CONTENTS

PREFACE.....	3
I. INTRODUCTION.....	3
II. PURPOSE OF FUNDS.....	3
III. ELIGIBLE APPLICANTS.....	4
IV. ELIGIBLE PROJECT ACTIVITIES.....	4
V. APPLICATION REQUIREMENTS.....	6
VI. EVALUATION CRITERIA.....	10
VIII. MASSDOT CONTRACTING REQUIREMENTS.....	11
VII. INVOICING/REPORTING/WORK INSPECTIONS.....	12
IX. REQUIRED ATTACHMENTS.....	12

PREFACE

In support of economic recovery, MassDOT's goal with this solicitation is to prompt private sector investment consistent with the well-established goals of the Industrial Rail Access Program (IRAP) with a special awareness of the need to foster manufacturing/production that leads to maintaining and increasing jobs in the Commonwealth. We welcome all eligible applications but will be particularly interested in understanding how your application will advance these goals of fostering manufacturing/production and supporting jobs in the Commonwealth.

I. INTRODUCTION

The Massachusetts Department of Transportation (MassDOT) Industrial Rail Access Program (IRAP) is a competitive grant program created by the Massachusetts State Legislature in 2012. IRAP is a public/private partnership program that provides financial assistance to eligible applicants who are prepared to invest in rail improvement projects connected to the Massachusetts freight rail transportation network and focused on increasing or improving rail transportation to Massachusetts shippers. Awards have been made through the program to a mix of freight railroads, shippers, receivers, and municipalities looking to create, reinstate or expand the shipment of goods by freight rail.

IRAP is a competitive grant funding program. MassDOT can make up to \$3 million of IRAP funding available to support the execution of IRAP projects in state fiscal year 2022. The number of FY2022 IRAP projects ultimately awarded will depend on factors such as the number and quality of applications received, as well as the strength of the industry/railroad business commitments and the anticipated economic development outcomes upon project completion. The readiness of projects to go into construction and the planned schedule for spending will also be an important consideration in project awards.

MassDOT reserves the right to ask applicants for supplemental information and written clarifications on certain aspects of their applications. IRAP contract awards are contingent upon the continuing validity of the representations made in the application. MassDOT typically will conduct pre-award and post-award site visits to verify conditions associated with the proposed IRAP infrastructure improvements. The pre-award visits and the associated inquiries can also encompass a review of environmental conditions within the project limits and discussion of any potential or unresolved Right of Way (ROW) impacts.

II. PURPOSE OF FUNDS

The purpose of this solicitation is to provide state incentive funding to increase freight rail usage in Massachusetts by improving the connection between shippers/receivers and the freight rail system. Successful IRAP projects will generate public benefits by assisting to retain industry partners and associated jobs, and facilitating economic growth and new job creation, while enhancing the environmental and energy benefits of freight rail service and mitigating the impacts of roadway congestion.

IRAP was established to address the following overarching economic goals:

- (1) Increase access to freight rail services.
- (2) Stimulate economic development, retain, and grow Massachusetts corporations, retain manufacturing jobs, and create new jobs through increased efficiency, production capacity and improved distribution logistics.

Given the current economic conditions, evaluation of projects will focus on a project's ability to stimulate economic development and retain or grow local manufacturing jobs. To accelerate economic recovery, individual grant funding awards may be constrained to project schedule milestones and completion dates proposed by the applicant.

Questions concerning the FY2022 IRAP application process and submission requirements should be directed to James Eng, Deputy Rail Administrator at 857-368-8963 or James.Eng@dot.state.ma.us

III. ELIGIBLE APPLICANTS

Host municipalities and their economic development corporations, freight railroads operating in the Commonwealth, and rail shippers/receivers engaged in commercial ventures in the Commonwealth are eligible to apply for IRAP funding assistance. Applicants must demonstrate that they possess the administrative and management capacity to manage the proposed IRAP infrastructure improvement project and to comply with project invoicing and reporting requirements. Applicants will be required to conduct an open and competitive procurement process to identify the lowest cost qualified vendors to supply project materials and construction services, and must include Disadvantaged Business Enterprises within the process, whenever available. Applicants are encouraged to carefully review the Commonwealth Terms and Conditions found under Section VIII of this package, MassDOT Contracting Requirements. Successful bidders will need to agree to and sign this document as part of the IRAP contracting process.

IV. ELIGIBLE PROJECT ACTIVITIES

MassDOT is seeking to support rail infrastructure access improvement projects designed to serve the rail freight shipping needs of one or more employers in the Commonwealth that will result in public benefits associated with increased access to, or volume of, freight rail shipments.

Examples of eligible projects include, but are not limited to:

- The construction/rehabilitation of industrial park rail spurs and the establishment or re-establishment of active employer rail sidings supported by a strong, documented commitment from the servicing freight railroad operator. **A railroad service commitment letter must be included with applications** indicating that the railroad

has participated in the project's design and is authorized, capable and willing to service the project upon completion.

- The creation of new industry rail sidings and the rehabilitation of inactive sidings to increase the productivity of existing Commonwealth freight rail shippers such that additional jobs can be supported.
- Facility improvement projects to re-establish, improve and expand the receiving and shipping capacity of goods by freight rail, combined with environmental safety handling precautions.

IRAP funds may be used for engineering/design services, environmental permitting and limited right-of-way acquisition needed to ready a project for construction, however, these pre-construction funding requests must be explained and justified as part of a sequential and realistic project development strategy that meets the IRAP requirements. While awards can fund engineering and other preparatory steps, MassDOT cannot authorize projects to advertise for construction bids unless and until the project (i) has been fully designed in accordance with industry standards¹ such that construction bid documents are ready for advertisement; (ii) the project has secured all required environmental permits; and (iii) has been determined to have a secure right-of-way prior to construction activities.

Freight rail safety and freight rail related environmental improvements can be eligible elements of an IRAP project to the extent they are required to achieve the goals of the IRAP project.

IRAP funds CANNOT be used for state-of-good repair projects or rail maintenance and equipment projects unrelated to establishing freight rail access to current and operational-ready industry partners. In addition, the use of IRAP funding is strictly prohibited from support of operating costs of the freight railroad or industry customer/partners. Any misuse of program funds, whether intentional or inadvertent, even if corrected after discovery, is justification for MassDOT, at its sole discretion, to disallow associated identified costs, terminate the IRAP contract for cause, pursue repayment and/or establish a multi-year applicant ineligibility status for future IRAP funding solicitations.

No project expenses incurred prior to the effective MassDOT contract start date and associated MassDOT-issued Notice to Proceed (NTP) can be reimbursed with IRAP funds.

¹ MassDOT requires that all engineering services and inspections be performed according to: 1) the standards outlined in the American Railway Engineering and Maintenance-of-Way Association's (AREMA) Manual for Railway Engineering (MRE), and; 2) the engineering standards established by the American Society of Civil Engineers (ASCE). All engineering services will be performed by registered Professional Engineers (P.E.).

Attributes of Eligible Projects

20 Year Useful Life - Since state bond funds are used to support the IRAP program, the construction improvements must be designed to have an estimated 20-year useful life in order to justify MassDOT funding participation in IRAP projects.

Independent Utility - IRAP applicants must demonstrate that the proposed project will have independent utility upon completion. A project is considered to have independent utility if, upon completion, it will provide tangible and measurable freight shipment and productivity/economic benefits, even if no additional investments are made or are required to be made in advance. Applications for projects in which the project viability is in any way contingent upon the approval of another application by MassDOT or others, and funding requests that fail to provide information on the stand-alone benefits of the project will not be considered for funding.

Project Readiness - Project readiness and the timetable for spending are important factors in MassDOT's evaluation of applications. Projects should demonstrate that they are ready to advance and will be completed prior to June 30, 2022. Projects that require more than one year for construction should demonstrate their readiness to initiate the project and how they can make continual progress on project development throughout the year. Review of applications will include a focus on the readiness of the project including progress on project design, permitting, and required right-of-way. (See Application Requirements section on Project Readiness for details).

Project Funding - The maximum amount of IRAP funding for individual projects is limited to \$500,000 and 60% of total project costs.

V. APPLICATION REQUIREMENTS

FY2022 MassDOT IRAP applications must include all the information requested in this section and carefully and completely respond to the following narrative requirements and organizational formatting.

Application Cover Sheet: Respondents must complete the provided IRAP Application Cover Sheet included as Attachment A. It must be signed and dated by the authorized company or municipal signatory. The application cover sheet pages do not count toward the 5-page narrative limit, nor do requested Attachments B., C., D., and E. count toward the narrative page limit.

Project Narrative Requirements: A project narrative following the Section A through F format sequence below is required for the proponent's application to be considered for funding consideration. The project narrative should not exceed 6 single-spaced pages in 12-point font. NOTE: While the italicized narrative section instructions/requirements below do not need to be incorporated within the narrative page limit, MassDOT requires

that all requested information be provided. Section page limit recommendations may be exceeded as needed as long as the overall narrative page limit is not exceeded.

A. Project Need Statement - *Include a clear and concise statement of the industry transportation logistics problem/product distribution issue(s) that the proposed IRAP funding request will address and alleviate. (Recommended space allowance 1 page).*

B. Project Description - *Describe the proposed IRAP project solution to address the needs outlined in Section A. Specifically discuss:*

- *what rail infrastructure and/or company shipping/receiving capital improvements will be constructed under the IRAP funding request.*
- *whether new jobs will be created/supported because of the IRAP project improvements including the number and types of jobs.*
- *Explain all elements of the project work scope and describe the project limits.*
- *Describe how related right-of-way approvals and environmental permits have been or will be obtained.*
- *Explain how and by whom the requested improvements are planned to be procured and constructed.*
- *Include a discussion of the proponent's experience with similar capital improvement projects, as well as the financial management capacity, procurement procedures and construction oversight systems that will be in place to ensure the success for the proposed project.*

(Recommended space allowance 2 pages).

C. Project Readiness – *Demonstrate that the project is “ready to go”. The timeline for project spending is an essential part of any grant. If a project is ready to go, it will normally be completed within 12 months of award and therefore demonstrate a schedule for project completion prior to June 30, 2022. MassDOT will evaluate each project schedule for readiness and how well the project has addressed typical project readiness risk factors.*

In support of the Project Readiness evaluation the following information should be described.

- **Project Right of Way** – *Describe the limits of work of the project identifying whether all work is on property owned by the applicant (by full ownership or easement) or if licenses/agreements are required. If licenses /agreements are required, identify the status of those rights.*
- **Project Design** – *Describe the level of design of the project and the schedule for design completion.*
- **Environmental/Permits** – *Describe any permits (environmental or other required permits) that are necessary for construction of the project, including the status of the permitting efforts and the planned schedule for any outstanding permits or environmental clearances.*

- Railroad Access/Agreement – Describe involvement of the servicing railroad in the project development process, including (as applicable) design review, railroad property access, switch agreements, construction, and railroad flagging protection.
- Third Party Coordination – Describe required actions and the planned time frame of any third-party project stakeholders required to advance the project. This may include utility relocations, roadway / municipal improvements, or coordination with abutting properties.
- Procurement – Describe anticipated procurements (equipment, material, and/or labor) necessary for the project and the planned schedule for those efforts.
- Community Coordination – To the degree applicable for the project, describe any actions or activities that have been undertaken to coordinate with local community groups and/or regulatory commissions, or to coordinate with abutters.

Projects that cannot demonstrate a schedule for project completion prior to June 30, 2022 should provide additional detail regarding the steps and durations necessary for project completion and how project readiness risk factors (identified above) have been addressed.

Additional project detail to support the description of Project Readiness is welcome in application attachments but is not required.

In addition, documentation regarding the servicing freight railroad's ability and willingness to service the project is a critical requirement that should be discussed in this section. Letters of operational commitments from the servicing freight railroad(s) should be included in Section IX. Required Attachments (**Recommended space allowance - not including Section IX Support Letters or Project Readiness support documents - 2 page**).

D. Schedule of Project Activities and Estimated Timelines (see Attachment B.)

Complete the schedule of project activities form provided as Attachment B and insert the completed form as Narrative Attachment B. of the completed application package. The schedule, at a minimum, should include pre-construction milestones for completion of project design, permitting requirements and right -of-way due diligence investigations. The schedule of activities should also reflect readiness activities in process or completed to date and the anticipated sequencing of project tasks and milestones with estimated completion timeframes, while outlining all remaining implementation activities and timeframes to demonstrate an understanding of the required project implementation steps and identifying the responsible project staff/partners who will be entrusted with completion of same by the established timeframes. **PROJECTS SCHEDULES SHOULD NOT INCLUDE NOTICE TO PROCEED FROM MASSDOT PRIOR TO SEPTEMBER 1, 2021.**

*All applicants are reminded that the spending schedule is essential information that directly impacts MassDOT's ability to make awards and fulfill commitments to grantees. A high degree of accuracy is expected. If a project fails to spend the state funds within the state fiscal year specified in the application (which ends June 30th) and no satisfactory request for an extension of time is provided to MassDOT, MassDOT reserves the right to suspend the award. **(Recommended space allowance none – simply complete and submit the schedule at Attachment B.)***

E. Anticipated Project Benefits *Discuss the expected IRAP project benefits including increased reliability and frequency of rail shipping services, quantifiable economic benefits such as freight rail shipment volume increases, environmental/energy benefits, reduced roadway congestion contributions, **and job retention and new job creation projections following project completion for both the industry customer(s) and the servicing freight railroad.** Include any other benefits that are unique to the specific project and not covered above.*

Projects that will stimulate economic development and retain (or grow) manufacturing jobs should provide detail in this section. Of particular interest is how the project supports increased manufacturing/production, the profile of the supported manufacturer (# of employees, location), and the multiplier effect of the supported manufacturer's industry (i.e., the additional businesses that are supported by the manufacturer/producer) or other information that would demonstrate how the proposed project would stimulate economic development.

(Recommended space allowance : 1 page).

F. Budget and Budget Narrative - (see Attachment C.) *Complete the provided Budget/Budget Narrative form provided as Attachment C and insert the completed form as Narrative Attachment C of the application package submitted to MassDOT. Estimated project costs for materials and identified construction components should be detailed along with the justification and explanation of how budgeted costs were derived. Applicants are reminded that the maximum MassDOT IRAP grant contribution for a proposed project cannot exceed \$500,000 and that the MassDOT IRAP award cannot be more than 60 percent (60%) of the total project cost.*

(Recommended narrative space allowance - none – simply complete and submit the budget form at Attachment C.)

VI. EVALUATION CRITERIA

MassDOT will evaluate each application to determine the extent to which the proposed IRAP project meets and/or exceeds the following criteria:

- Project will improve freight rail transportation in Massachusetts and support the Commonwealth of Massachusetts's State Rail Plan, transportation, land use, economic development, and environmental policies.
- Project readiness is clearly demonstrated including identification of any pre-construction actions already advanced (i.e., designed, permitted, and with necessary agreements) and information provided clearly indicates ability to meet proposed schedule.
- Project application identifies significant public benefits in terms of increased rail volumes, congestion mitigation/air quality benefits and the growth of goods movement in the Commonwealth by freight rail.
- Project application identifies significant public benefits in terms of industry retention and expansion; supporting manufacturing/production facilities that have strong employment multiplier effects; and stimulating economic development.
- Supporting documentation reflects a strong servicing commitment by the host railroad, support for the project extends to locally elected officials, abutters, and local economic and community development entities.
- Project funding request and budget are determined to be reasonable and complete and reflect strong private sector funding support as demonstrated by the match provided, which may be more than the 40% private sector funding minimum share.

MassDOT will complete the initial review of project applications within thirty (30) days of the close of the application submittal period. The deadline for submitting applications by e-mail or other means is Thursday June 17, 2021 at 5:00 p.m. Late-filed applications may be considered at MassDOT's sole discretion. Due to current building entrance restrictions, no hand-delivered applications will be accepted. Applications e-mailed will be acknowledged by the date and time applications are delivered electronically.

MassDOT Rail and Transit Division staff will conduct the application review in conjunction with the Executive Office Housing and Economic Development. Other staff (e.g., Highway Division, Railroad consultants or Massachusetts Bay Transportation Authority) may be asked to participate in the review process. MassDOT reserves the right to ask applicants for written clarifications on certain aspects of their applications requiring explanation during the evaluation of projects. MassDOT reserves the right to fund only a portion of a project determined to be scalable.

VII. MASSDOT CONTRACTING REQUIREMENTS

Successful IRAP applicants who at the time of award are not set up to contract with the Commonwealth will need to submit the following forms with original signatures to the IRAP Program Manager as part of the MassDOT contracting process. These forms will be processed at the Comptroller's Office and a vendor code will be issued to allow the applicant entity to contract with MassDOT for the IRAP improvement project.

The forms below are included for information only. They should be reviewed but not submitted as part of your IRAP application.

<http://www.mass.gov/osc/docs/forms/contracts/comm-termsconditions.doc>

<http://www.mass.gov/osc/docs/forms/contracts/casl-form.rtf>

<http://www.mass.gov/osc/docs/forms/vendorcustomer/newmass-w9.doc>

<https://massfinance.state.ma.us/VendorWeb/eftRegisterfrm.asp>

Applicants awarded IRAP project funding under this solicitation will enter into cost reimbursement contracts with MassDOT. Applicants therefore must understand that they need to incur project expenses upfront and invoice MassDOT for reimbursement based on documentation of project expenses paid. Timely invoicing of expenses incurred, along with corresponding progress reports are essential to the effective management of the IRAP initiative and documentation of desired outcomes and will be strictly enforced.

MassDOT will provide interested applicants with the IRAP Grant Agreement for review and information at the time an IRAP award is made. The grant agreement further clarifies the contractual relationship between MassDOT and the IRAP grantee and establishes certain controlling provisions with respect to the operation and administration of the awarded IRAP rail access improvement project. The Grant Agreement outlines IRAP contractor expectations including open and competitive procurement requirements for any project expenses over \$5,000, details invoicing and reporting requirements and further explains MassDOT's inspection process for acceptance of the work and verification that the 40% minimum stipulated private sector matching funds were in fact expended on the project.

In addition to the grant agreement specific to each IRAP grantee, the MassDOT contract will include the standard Commonwealth Terms and Conditions, the finalized project work scope, budget, and project schedule as may be modified during contracting deliberations.

VIII. INVOICING/REPORTING/ WORK INSPECTIONS

Project invoicing and narrative progress reports shall be prepared in a format prescribed by MassDOT, and submitted monthly, within fifteen (15) days of the month's end, or in accordance with an alternative progress payment schedule that may be negotiated for certain projects, if applicable.

All invoice reimbursement requests will include documentation of actual costs incurred, including names, hours, and rates of pay for labor charges, paid construction sub-contractor and vendor invoices, and other approved costs and documented expenses. All invoices shall include documentation that MassDOT's IRAP contractor has paid all invoices for which reimbursement is sought. Only those categories of expenses expressly identified as reimbursable in the final approved project or detailed on an approved Alternative Progress Payment Schedule will be eligible for reimbursement.

All reimbursement requests must include a project narrative progress report comparing progress and expenditures made against the project schedule and approved project budget. Variances between the scheduled milestones and resulting in budgeted expenditure variances must be discussed in the monthly progress report and actions must be identified to ensure that the project is adequately funded and will be completed on schedule. Failure to satisfy this requirement constitutes non-performance and repeated expenditure and progress reporting deficiencies may result in forfeiture of remaining grant funds.

MassDOT will reimburse the IRAP grantees upon submission of payment requests. MassDOT may make interim and final inspections of work progress and quality prior to the approval of payment requests. Final payment will be issued once MassDOT's field engineer has made a final inspection and signed off on the project as complete.

The total of invoice payments by MassDOT on the project will not exceed the agreed upon percentage and dollar amount of MassDOT participation in the project. Cost overruns and extra work orders are the responsibility of the IRAP grantee.

IX. REQUIRED ATTACHMENTS

- A. Application Cover Pages - (include as the first 2 pages of your application package followed by the 5-page narrative response and Attachments B - E below.)**
- B. Proposed Project Schedule and Estimated Timelines**
- C. Budget/Budget Narrative**
- D. Project Locus Maps, Railroad Valuation Maps, Track Plans & Right of Way Maps**
- E. Railroad Service Commitment Letter and Stakeholder Letters of Support**



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Jamey Tesler, Acting Secretary & CEO
 Jonathan L. Gulliver, Highway Administrator



*PROJECT
819*

July 19, 2021

Brian Keyes
 Town of Hopedale
 Board of Selectmen Chair
 78 Hopedale St.
 Hopedale, MA 01747

**Subject: MassDOT Highway Division Project 612098: UPTON- HOPEDALE- GRAFTON-
 RESURFACING AND RELATED WORK ON ROUTE 140-Project Eligibility
 Notification**

Dear Mr. Keyes,

On behalf of MassDOT, I am writing to inform you that the Highway Division's Project Review Committee has evaluated the subject project and determined that it is eligible for funding. Based on the project's estimated construction cost, plus contingencies and police details, the PRC has approved this project at a cost of \$2,340,000.

This eligibility determination by the PRC is not a commitment of state or federal funding to the project. MassDOT will continually evaluate highway needs and priorities, as well as the availability of state and federal funds as the design of this project moves forward. MassDOT is responsible for the design and environmental permitting and the Right-of-Way acquisition ROW.

Thank you for your support of transportation system improvements in the Commonwealth of Massachusetts. If you have any questions, or would like additional information, please contact Ann Sullivan, Assistant Project Development Engineer for MassDOT District 3, (774) 364-4389.

Sincerely,

Digitally signed by Jeffrey R
 Gomes for Barry Lorion
 Date: 2021.07.21 13:18:41
 -04'00'

Barry Lorion
 District 3 Highway Director

ecc: Chris Nadeau, Highway Superintendent
Honorable State Senator Ryan Fattman
Honorable State Representative Brian Murry
Derek Krevat, Office of Transportation Planning
Sujtha Krishnan, CMRPC Transportation Program Manager
Marie Rose, P.E, Director of Roadway Project Management:

From: Liz Reilly Shopping <liz_shop@comcast.net>
Sent: Monday, August 2, 2021, 9:54 AM
To: Diana Schindler
Cc: liz_shop@comcast.net
Subject: public records request

Good Morning Diana,

Hope you're enjoying your summer.

I would like to make a public records request for all email, texts, or voicemails between Brian Keyes and (a) Jon Delli Priscoli or (b) Michael Milanoski regarding any GURR development or operational issues, plans, strategy, funding, or notifications from January 1, 2019 to the present (not limited to the West St property). The state regulation that previously caused a problem for this type of public records request by a litigant was recently rescinded, so there is no reason why I or any other plaintiff from the 10 citizens suit cannot make the request.

I thank you in advance for your time.

Best Regards,
Liz Reilly