

10/26/2022

Good Afternoon Mrs. Hazard,

I am one of the firefighters helping lead the Gobble Wobble this year and on behalf of our committee, we would like to formally request permission to host the race at our department on Thanksgiving, November 24th, 2022. This race has been staple in our community for the past 5 years now and we are excited to host it for a sixth time next month.

The route will remain the same, starting on Dutcher Street, continuing through the Parklands on the Blue Trail, before continuing on Freedom Street and finishing in front of the fire house.

We will have a new vendor this year and race director that should make operations smoother than during the previous two years where we were primarily running it ourselves. Our new partner is Frontline Running, a Veteran owned business who will manage the start and finish lines, along with timing/tracking for each runner.

We hope we see you all there and are excited for the big day. Be safe and we look forward to hearing from you.

Respectfully,
Ryan White



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

November 7, 2022

Re: Resignation of Career Firefighter Matthew Berger

Madam Chair,

Please find the attached letter of resignation I received from Career Firefighter Matthew Berger effective November 13th, 2022.

Mr. Berger has accepted a Career Firefighter position with the Hopkinton Fire Department. Mr. Berger was a member of our department as a call firefighter for 1 year from 2012 to 2013 and again from 2018 to 2021 in which time he served as Call Lieutenant, he was also member of our career staff from 2021 to 2022. Mr. Berger was instrumental in obtaining multiple grants for Firefighting Equipment in his time with us.

Respectfully,



Thomas Daige
Fire Chief

4 November 2022

To: Thomas Daige (firechief@hopedale-ma.gov)

Cc: Hopedale Select Board

Glenda Hazard (ghazard@hopedale-ma.gov)

Brian Keyes (bkeyes@hopedale-ma.gov)

Bernie Stock (bstock@hopedale-ma.gov)

Cc: Town Administrator

Diana Schindler (DSchindler@hopedale-ma.gov)

To Whom it May Concern,

Please let this letter reflect my resignation as an employee for the Town of Hopedale effective November 13th, 2022. Please promptly forward my last paycheck with all my earned wages, including my accrued but unused time off, my Fire Prevention Officer Stipend, and the most recently negotiated backpay per the Union contract.

Also, thanks in advance for sending me a letter with the effective termination date of my current health insurance and dental insurance via email or postal mail.

Matthew Berger
PO Box 171
Mendon, MA 01756

**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:

ZBA

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: Wayne Ashworth Are you a registered voter? Yes No
Address: 32 Anthony Road How long have you lived in Hopedale? 40 yrs
Home Phone: 508-473-2009 Cell Phone: 774-573-9039 E-Mail: washworth@eink.com
How would you like to be contacted? email or text
Occupation: Chemical Engineer

Please list any potential conflicts of interest, e.g. membership in an organization or your business: None

Education and Experience: BS Chem Eng URI, MS Chem Eng Northeastern Univ 29 years employment
Polaroid Corp, 14 years employment E Ink as Plant Mgr.

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment? 3-4

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: Built my home

Activities, e.g. Government/Civic & Community/Charitable & Educational: Church member

Reasons for wanting to serve: Contribute to town government becoming more active in community

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 Wayne Ashworth Date 10/20/2022

TOWN OF HOPEDALE
BOARD, COMMISSION OR COMMITTEE
TALENT BANK FORM

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

Board, Commission or Committee applying for:

Zoning Board of Appeals

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: Nicole G. Small Are you a registered voter? Yes No

Address: 4 Bancroft Park How long have you lived in Hopedale? 41 years

Home Phone: Cell Phone: 508-889-9850 E-Mail: nicolesmall201@hotmail.com

How would you like to be contacted? email or text preferred, call as necessary

Occupation: Manager of Operations, Compensation and Total Rewards, UMass Chan Medical School Human Resources

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:

No known conflicts

Education and Experience:

Education: Hopedale Jr./Sr. High School (99), B.A. Psychology & Economics, UMass Dartmouth 2005 MPA Clark University 2015. I have been updating the town's Zoning By-Law's as a part of the Development and Economic Commission for the town of Hopedale. I have full knowledge of all current by-laws.

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

requesting appointment? I haven't joined the Zoning Board of Appeals meeting to date, but I have attend all of the majority of the planning board meetings since being a member of the Development and Economic Comission for the town .

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: _____

As a life long member of the Hopedale Community, I'd like to be a part of making decision to create and expand the hometown feel of the town with implementing the town's Master Plan. My educational background supports my interests in public administration and policy.

Activities, e.g. Government/Civic & Community/Charitable & Educational: _____

Current member of the Development & Economic Comission for the Town of Hopedale

Reasons for wanting to serve: __

There is currently an opening due to a resignation and I've wanted to expand my involvement with town government.

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 _____

Date _____

Nicole G. Small

10/19/2022

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:

ZBA

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: HOPE PERKINS

Are you a registered voter? Yes No

Address: 9 Mellen St

How long have you lived in Hopedale? FORTY-NINE = 49 Years

Home Phone: _____ Cell Phone: 508-451-0727

E-Mail: hopeannperkins@yahoo.com

How would you like to be contacted? by phone

Occupation: Household Manager/Manager + 30 years Corporate work prior

Legal + Account Management

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

Education and Experience:

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment? 6

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: Sports, Gardening, Cooking, Reading

Activities, e.g. Government/Civic & Community/Charitable & Educational: Volunteer Little

Red Shop Museum, Sacred Heart Church-volunteer Thrift Shop - PTO OFFICER, FRIENDS OF MUSIC, Sub teacher (All in Hopedale School System in years past)
Reasons for wanting to serve: _____

I want to give back to my community. I've had a nice life in Hopedale, and am proud to be a graduate of Hopedale Jr. Sr. High School and to have raised my children here as well. The time is right. I've been trying with this for 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 [Signature] Date 10-31-22

	Hopedale ARPA Funding		
Non-Entitlement Community Allocation	\$622,883	\$311,441.28	\$311,441.28
Non-functional County Redistribution Amount	\$1,155,912	\$577,956	\$577,956
Total:	\$1,778,795	\$889,397.27	\$889,397.27

<u>Item/Project</u>	<u>Department</u>	<u>Committed</u>	<u>Expended thru 11/10/22</u>	
			<u>FY22</u>	<u>FY23</u>
Water Sourcing	Water	200,000.00	200,000.00	-
Water Tank	Water	165,000.00		32,445
COVID Tests	Police	122.34	122.34	-
COVID Test Kits for Distribution	Town	4,408.00	4408	-
COA Pandemic-related services	COA	3,800.00	1456	0
Hopedale Pond/Dam/Culverts (Match)	Parks/Con Com	200,000.00	0	0
Emergency Tree Work - Town Trees	Tree Warden	<u>17,500.00</u>	0	7,850
		\$ 390,830.34	205,986.34	40,295
Lucas Auto Pulse	Fire	15,000		
2024 Freightliner 108SD Plow Truck	Highway	279,757		
Statue of Hope	Library	25,000		
Town Park Renovations & Cost Determinations	Parks	17,500		
Cruiser (Chevy Tahoe)	Police	56,770		
JSHS Boiler	Schools	100,000		
Security System/Cameras	Town Hall	5,000		
Fuel Dispensing Equipment Upgrade	Various Depts	19,000		
Generators @ Schools (for sheltering)	Town	<u>400,000</u>		
	Total: Voted 10/24/2022	918,027		
Total Allocated		\$ 1,308,856.84		
Balance Available:		\$469,938.16		

Recommended by Fin Com at ATM

\$35,000 Tree Work
\$150,000 Stormwater Mgmt

TOWN OF HOPEDALE
SPECIAL TOWN MEETING WARRANT

Monday, November 14, 2022
7:00 PM

Worcester SS: To the Constables in the Town of Hopedale in the County of Worcester.

Greetings: In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of the Town of Hopedale qualified to vote in town affairs to meet in the Dennett Auditorium of the Junior/Senior High School located at 25 Adin Street, Hopedale, MA 01747, on Monday, November 14, 2022, at 7:00 pm, then and there to act on the following articles:

ARTICLE 1: Prior Year Bills

To see if the Town will vote to transfer from current year expense funds, the sums of money necessary to pay the prior year bills remaining from FY22 or before, or take any other action related thereto.

MOTION: Move the Town vote to transfer from current year expense funds, the sums of money listed below, necessary to pay prior year bills as identified.

\$30.00	Verizon Wireless	Manager acct# 01-123-5200-5341
\$359.94	W.B. Mason	Manager acct# 01-123-5400-5420
\$132.92	W.B. Mason	Manager acct# 01-123-5400-5420
\$199.95	W.B. Mason	Manager acct# 01-123-5400-5420
\$1,097.16	Gatehouse Media MA	Planning Board, acct #, acct# 01-175-5700-5780
\$510.14	Eco Systems Pest Control	Public Buildings, acct# 01-192-5400-5430
\$709.50	Dell Technologies	Ambulance, acct# 01-231-5700-5780
\$125.00	Imperial Chevrolet	Highway, acct #01-422-5200-5240
\$700.00	Compliance Testing Services, Inc.	Highway, acct #01-422-5200-5380
\$150.50	RI Analytical	Water Dept, acct# 20-450-5200-5313
\$115.50	RI Analytical	Water Dept, acct# 20-450-5200-5313
\$1.30	Verizon Wireless	Water Dept, acct# 20-450-5200-5341
\$15.87	Verizon Wireless	Water Dept, acct# 20-450-5200-5341

9/10ths Vote Required

Submitted by: Select Board / Department Heads & Other Boards/Committees

Commentary: This article will authorize payment of bills that were incurred during previous fiscal years. Since the account for prior fiscal years has been closed out, it is necessary to pay the amounts, if approved, from currently available funds. A 90% majority will be required for approval.

ARTICLE 2: Hopedale Fire Fighters Collective Bargaining Agreement

To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of

money to fund and implement the cost items of the first year of a collective bargaining agreement between the Town and the Hopedale Fire Fighters IAFF Local 2225 covering the period of July 1, 2021 through June 30, 2024, or take any other action relative thereto.

MOTION: Move the Town vote to raise and appropriate the total sum of \$110,215; the sum of \$38,575 to be added to Fire Salaries & Wages Permanent and the sum of \$71,640 to be added to Ambulance Salaries & Wages Permanent; to fund and implement the cost items of the first year of a collective bargaining agreement between the Town and the Hopedale Fire Fighters IAFF Local 2225 covering the period of July 1, 2021 through June 30, 2024.

Submitted by: Select Board

Commentary: Required by MGL, 150E, §7, article is necessary to approve the cost items within a newly signed collective bargaining agreement.

ARTICLE 3: Capital Funding Article

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds, including Stabilization, sums of money to fund equipment and capital purchases, or take any other related action thereto.

MOTION: Move to pass over.

Submitted by: Finance Committee (on behalf of the Capital Improvement Planning Committee)

Commentary: Given the recent funding of capital items using ARPA funds, the Fin Com will recommend capital items for funding later this fiscal year.

ARTICLE 4: Board of Health Expenses

To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money to adjust the Board of Health Expenses for FY23, or take any other action related thereto.

MOTION: Move the Town vote to raise and appropriate, the sum of \$42,520 to be added to the Board of Health Expenses for FY23, into the account line titled "Other Property Services".

Submitted by: Board of Health/Town Administrator

Commentary: This article will provide additional funds for trash/recycling services.

ARTICLE 5: Police Detail Expenses

To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of \$11,000 to the Highway Department Other Personal Services account and a sum of \$4,000 to the Election Wages account, for a total sum of \$15,000, to cover the cost of police details for FY23, or take any other action related thereto.

MOTION: Move the Town vote to raise and appropriate the sum of \$15,000; the sum of \$11,000 to be added to the Highway Department, Other Personal Services account and the sum of \$4,000 to be added to the Elections account to cover the cost of police details for FY23.

Submitted by: Select Board

Commentary: This article will provide funds for police details for Highway Department work and for Town Elections.

ARTICLE 6: Health Insurance Expenses

To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money to adjust the Town's Health Insurance Expenses account for FY23, or take any other action related thereto.

MOTION: Move the Town vote to raise and appropriate the sum of \$100,000, and transfer from Free Cash, the sum of \$300,000, for a total sum of \$400,000, to supplement the FY23 budget for the Town's Health and Life Insurance account as voted in Article 3 of the May 24, 2022 Annual Town Meeting.

Submitted by: Town Administrator

Commentary: This article will provide additional funds for group insurance benefits for employees and retirees.

ARTICLE 7: Fire/EMS Department Salaries/Expenses

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to supplement the FY23 salary and/or expense budgets of the Fire Department as voted in Article 3 of the May 24, 2022 Annual Town Meeting, or take any action relative thereto.

MOTION: Move the Town vote to raise and appropriate the sum of \$12,500 to supplement the FY23 expense budget of the Fire Department as voted in Article 3 of the May 24, 2022 Annual Town Meeting.

Submitted by: Fire Chief/Select Board

Commentary: This article will provide additional funds for the Fire/EMS Department.

ARTICLE 8: Add Juneteenth to Legal Holidays

To see if the Town will vote to amend the Town of Hopedale MA General Law, Chapter 137, titled Personnel, by amending Article 2, Section 25 to add "Juneteenth" to holidays listed, between Memorial Day and Independence Day, or take any other action relative thereto.

MOTION: Move the Town vote to amend the Town of Hopedale MA General Law, Chapter 137, titled Personnel, by amending Article 2, Section 25 to add "Juneteenth" to holidays listed, between Memorial Day and Independence Day.

Submitted by: Select Board

Commentary: This article will add Juneteenth to the holidays legally observed by the Town of Hopedale employees.

ARTICLE 9: Fire/EMS Exempt from Civil Service

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation providing that all positions in the Fire Department after passage of the Act not

be subject to the Civil Service statute, all as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, and to authorize the Select Board to approve such amendments:

AN ACT EXEMPTING ALL POSITIONS IN THE FIRE DEPARTMENT OF THE TOWN OF HOPEDALE FROM THE CIVIL SERVICE LAW

Be it enacted by the Senate and House of Representatives, in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, all positions in the fire department of the town of Hopedale shall be exempt from chapter 31 of the General Laws.

SECTION 2. This act shall not impair the civil service status of a person holding a position described in section 1 on the effective date of this act.

SECTION 3. Notwithstanding the provisions of Section 2, no appointments or promotions made after the effective date of this act will be governed in any way by chapter 31 of the General Laws.

SECTION 4. This act shall take effect upon its passage.

MOTION: Move the Town vote to authorize the Select Board to petition the General Court for special legislation providing that all positions in the Fire Department after passage of the Act not be subject to the Civil Service statute, all as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, and to authorize the Select Board to approve such amendments:

AN ACT EXEMPTING ALL POSITIONS IN THE FIRE DEPARTMENT OF THE TOWN OF HOPEDALE FROM THE CIVIL SERVICE LAW

Be it enacted by the Senate and House of Representatives, in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, all positions in the fire department of the town of Hopedale shall be exempt from chapter 31 of the General Laws.

SECTION 2. This act shall not impair the civil service status of a person holding a position described in section 1 on the effective date of this act.

SECTION 3. Notwithstanding the provisions of Section 2, no appointments or promotions made after the effective date of this act will be governed in any way by chapter 31 of the General Laws.

SECTION 4. This act shall take effect upon its passage.

Submitted by: Select Board

Commentary: By exempting the Fire/EMS Department, it will allow more flexibility in personnel matters while still ensuring the protections by incorporating into contracts.

ARTICLE 10: Amend Hopedale Zoning Bylaw

To see if the Town vote to amend the Zoning Map of the Town, as it is established and referenced in Section 3.2 (Location of Districts) of the Zoning Bylaw, to change the zoning for the following fourteen (14) parcels from General Business (GB-A) to Commercial (C), the complete text and maps relative to such changes being available for inspection in the Town Clerk's office, or take any other action act relative:

1. 24-31-2, 10 Charlesview Road
2. 24-36-0, 404 South Main Street
3. 24-37-0, 144 Hartford Avenue
4. 24-38-0, 1 Charlesview Road
5. 24-39-0, 3 Charlesview Road
6. 24-40-0, 5 Charlesview Road
7. 24-41-0, 7 Charlesview Road
8. 24-42-0, 8 Charlesview Road
9. 24-43-0, 6 Charlesview Road
10. 24-44-0, 4 Charlesview Road
11. 24-45-0, 150 Hartford Avenue
12. 24-45-1, 156 Hartford Avenue
13. 24-55-2, 4 Evergreen Lane
14. 24-55-3, 2 Evergreen Lane

2/3rds Vote Required.

Submitted by: Planning Board

MOTION: Move the Town vote to amend the Zoning Map of the Town, as it is established and referenced in Section 3.2 (Location of Districts) of the Zoning Bylaw, to change the zoning for the following fourteen (14) parcels from General Business (GB-A) to Commercial (C), the map relative to such changes being available for inspection in the Town Clerk's office, and attached as Appendix A.

1. 24-31-2, 10 Charlesview Road
2. 24-36-0, 404 South Main Street
3. 24-37-0, 144 Hartford Avenue
4. 24-38-0, 1 Charlesview Road
5. 24-39-0, 3 Charlesview Road
6. 24-40-0, 5 Charlesview Road
7. 24-41-0, 7 Charlesview Road
8. 24-42-0, 8 Charlesview Road
9. 24-43-0, 6 Charlesview Road
10. 24-44-0, 4 Charlesview Road
11. 24-45-0, 150 Hartford Avenue
12. 24-45-1, 156 Hartford Avenue
13. 24-55-2, 4 Evergreen Lane

14. 24-55-3, 2 Evergreen Lane

2/3rds Vote Required.

Submitted by: Planning Board

ARTICLE 11: Amend Hopedale Zoning Bylaw to Create Marijuana Overlay District

To see if the Town vote to amend the Zoning Map of the Town, as it is established and referenced in Section 3.2 (Location of Districts) of the Zoning Bylaw, to create a Marijuana Overlay District, the complete text and map relative to such overlay district being available for inspection in the Town Clerk's office, or take any other action related thereto.

MOTION: Move the Town vote to amend the Zoning Map of the Town, as it is established and referenced in Section 3.2 (Location of Districts) of the Zoning Bylaw, to create a Marijuana Overlay District the complete text and map relative to such overlay district attached as Appendix B.

2/3rds Vote Required.

Submitted by: Planning Board

ARTICLE 12: Reserve Fund Transfer to Planning Board Salaries

To see if the Town will vote to transfer a sum of money from the Reserve Fund account to the Planning Board Salaries and Wages Permanent account, or take any other action related thereto.

MOTION: Move the Town vote to transfer the sum of \$75,000 from the Finance Committee Reserve Fund to the Planning Board Salaries and Wages Permanent account, to provide funding to hire Town Planner.

Submitted by: Select Board

Commentary: This article will move funding that was already authorized by Town Meeting from the Finance Committee Reserve Fund to an account line in the Planning Board budget so the position of Town Planner can be filled.

ARTICLE 13: To see if the Town will vote to amend the Zoning Bylaw: Section 12. 12, Non-Medical Marijuana Retailers, to prohibit the issuance of Special Permits allowing the physical locating and operation of Retail Marijuana Establishments, as defined under G.L. c94G 1, on a parcel which is within one thousand (1000) feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Retail Marijuana Establishment is or will be located) of a parcel occupied by another licensed Retail Marijuana Establishment, or act on anything relating thereto?

Submitted by: **Citizen's Petition**

ARTICLE 14: This change would alter the restriction against curbside transactions for a Cannabis Retailer. This change would allow Cannabis Retailers to do curbside transactions ONLY in the following scenario:

1. The State of Massachusetts changes the law back to allow curbside transactions because of shutdowns preventing customers to enter a Retail Cannabis store. This happened in 2020 due to the COVID-19 pandemic.
2. Assuming condition 1 has been met, an actual shutdown of Cannabis Retailers has been ordered either at the town or state level. This shutdown would prevent customers from entering a retail store. A restriction on the number of occupants would NOT allow curbside operations to commence, only the inability of any customers to enter the store.

Curbside transactions are currently not allowed by the State. This petition is focused on a time in the future if curbside transactions are allowed again. All retailers would have this right to do curbside transactions regardless of Special Permit conditions in play when there is not a shutdown. Once a shutdown order has been ended, Retailers would then immediately discontinue curbside transaction activities.

Submitted by: **Citizen's Petition**

Funding Sources:

R&A: \$280,235

Article 2: \$110,215

Article 4: \$42,520

Article 5: \$15,000

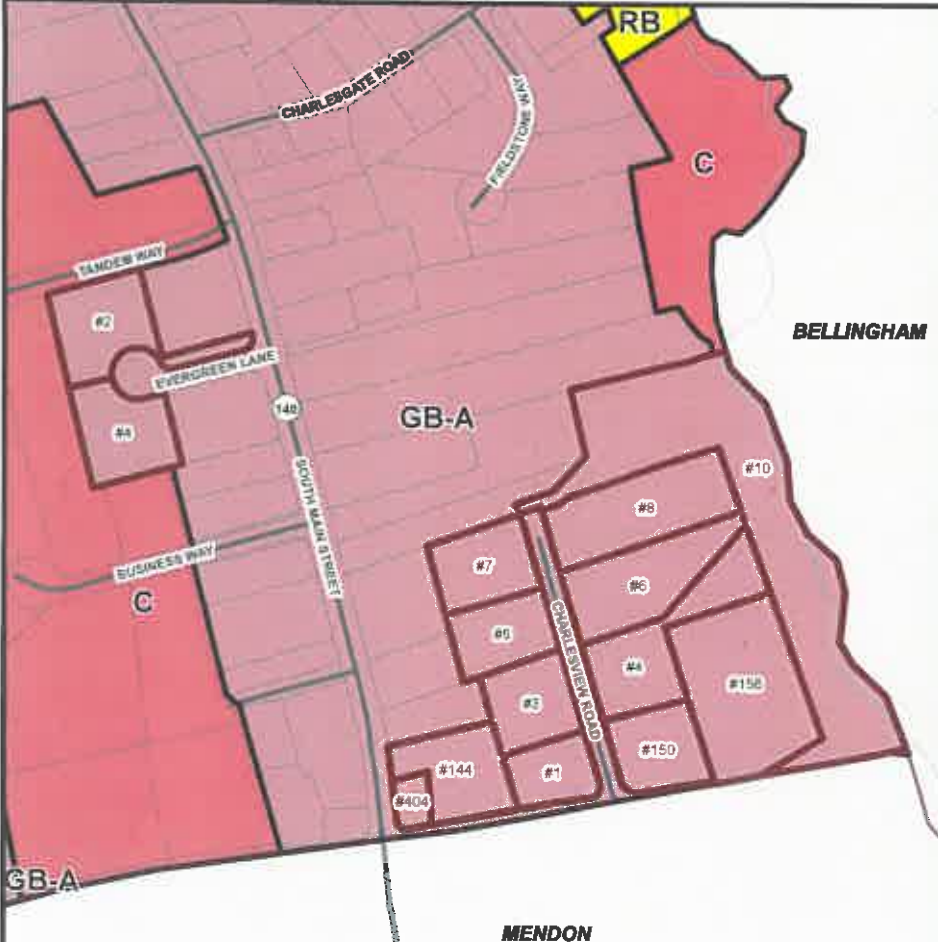
Article 6: \$100,000

Article 7: \$12,500

Free Cash: \$300,000

Article 6: \$300,000

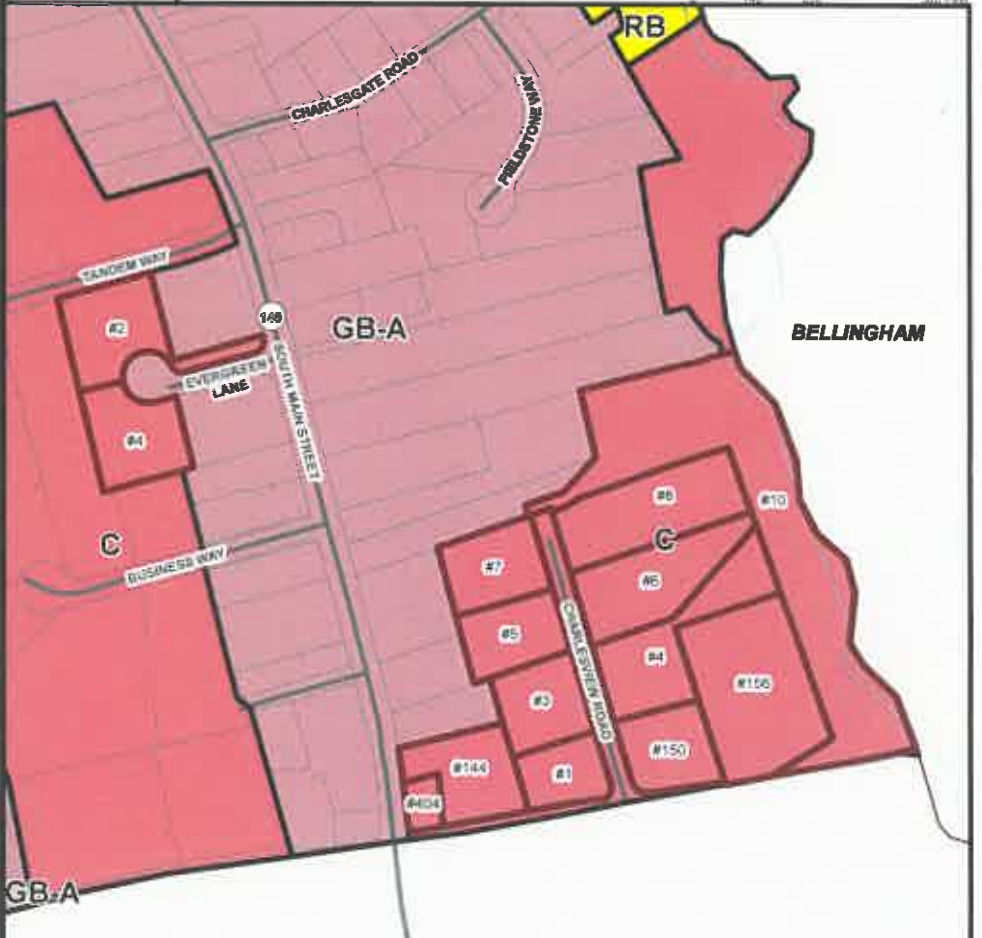
Existing Zoning



- Parcels:**
- | | | |
|-----------------------------------|---------------------------------|----------------------------------|
| 1. 24-31-2, 10 Charlesview Road | 6. 24-40-0, 5 Charlesview Road | 11. 24-45-0, 150 Hartford Avenue |
| 2. 24-36-0, 404 South Main Street | 7. 24-41-0, 7 Charlesview Road | 12. 24-46-1, 156 Hartford Avenue |
| 3. 24-37-0, 144 Hartford Avenue | 8. 24-42-0, 8 Charlesview Road | 13. 24-55-2, 4 Evergreen Lane |
| 4. 24-38-0, 1 Charlesview Road | 9. 24-43-0, 6 Charlesview Road | 14. 24-55-3, 2 Evergreen Lane |
| 5. 24-39-0, 3 Charlesview Road | 10. 24-44-0, 4 Charlesview Road | |

APPENDIX A

Proposed Zoning



Legend

Proposed Zoning Change Parcels	Commercial (C)	General Business A (GB-A)
	Residential B (RB)	

**Proposed Zoning Change
GB-A District to
Commercial District**

Source Data: Town of Hopdale, CMRPC, massDOT, MassGIS.
Information depicted on this map is for planning purposes only. This information is not adequate for legal conveyance, regulatory interpretation, or parcel-level analysis.

ARTICLE XXX – Marijuana Overlay District Bylaw

Section XXX – Purpose

The purpose of the Marijuana Overlay District Bylaw is to provide for the placement of Medical Marijuana Treatment Centers (“MMTCs”) and Adult Use Marijuana Establishments (“MEs”) in locations suitable for such uses in accordance with G.L. c. 94G and all applicable regulations, including 935 CMR 500.000 and 935 CMR 501.000, in order to support the public’s right to access marijuana and marijuana products while mitigating community impacts and protecting public health, safety and welfare.

Section XXX – Establishment

The Marijuana Overlay District (“MOD”) is hereby established as an overlay district and consists of the areas(s) shown on the map entitled Proposed Marijuana Overlay District, Town of Hopedale, Massachusetts, Produced by CMRPC, on file with the Town Clerk, as it may be amended from time to time.

Within the MOD, all requirements of the underlying zoning district shall remain in effect, except where these regulations provide an alternative to such requirements. Land within the MOD may be used for a (1) MMTC; and (2) any state-licensed MEs, including Marijuana Cultivator (indoor or outdoor), Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Research Facility, Independent Marijuana Testing Laboratory, Marijuana Transporter, Craft Marijuana Cooperative, Marijuana Micro Business, and Marijuana Delivery Licensee, in which case the requirements set forth in this section shall apply; or (3) a use allowed in the underlying district, in which case the requirements of the underlying district shall apply. If the provisions of the MOD are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the MOD conflict with the requirements of the underlying district, the requirements of the MOD shall control.

Section XXX – Definitions

1. Where not expressly defined in the Zoning Bylaws, terms used in the MOD Bylaw shall be interpreted as defined in G.L. c.94G, § 1 and the regulations governing Adult Use of Marijuana (935 CMR 500.000), Medical Marijuana (935 CMR 501.000) and otherwise by their plain language.

Section XXX – Limitation and Prohibitions

1. Retail Establishments: No more than four (4) Marijuana Retailers shall be permitted within the Town of Hopedale.
2. Social Consumption Establishments: No marijuana or marijuana product shall be smoked, eaten or otherwise consumed or ingested on the premises of any MMTC or ME. The prohibition on on-site consumption shall also include private social clubs or any

other establishment which allows for social consumption of marijuana or marijuana products on the premises, regardless of whether the product is sold to consumers on site.

Section XXX– Location and Dimensional Controls

1. MMTCs and MEs may be permitted in the MOD pursuant to a Special Permit and Site Plan Approval.
2. MMTCs and Marijuana Establishments may not be located within 500 feet of the pre-existing public or private school providing education in kindergarten or grades 1 through 12, the Draper Gym, public or private libraries, the Hopedale Community House, Draper Field, Phillips Field, or the Hopedale Town Park.

The distance under this section shall be measured in a straight line from the geometric center of the ME or MMTc Entrance to the geometric center of the nearest School Entrance, unless there is an Impassable Barrier within those 500 feet; in these cases, the buffer zone distance shall be measured along the center of the shortest publicly-accessible pedestrian travel path from the geometric center of the ME or MMTc Entrance to the geometric center of the nearest School Entrance.

3. Cultivation and Product Manufacturing Establishments located within the MOD shall be separated from adjacent uses by a 100-foot buffer strip, unless the applicant can demonstrate, and the Planning Board finds, that adequate buffering can be provided in a narrower buffer strip.
4. All aspects of a MMTCs and MEs relative to the cultivation, possession, processing, distribution, dispensing or administration of marijuana, marijuana products, or related supplies must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the building. All sales shall be conducted either within the building or by home delivery pursuant to applicable state regulations.
5. MMTCs and MEs shall be located only in a permanent building and not within any mobile facility, storage freight container, or other similar movable enclosure, unless operating as a licensed Marijuana Transporter or Marijuana Delivery Licensee.
6. Unless explicitly stated otherwise, MMTCs and MEs shall conform to the dimensional requirements applicable to non-residential uses within the underlying zoning district.
7. All MMTCs and MEs shall conform to the signage requirements of the Zoning Bylaw. The Planning Board may impose additional restrictions on signage, as appropriate, to mitigate any aesthetic impacts.
8. No drive-through services shall be permitted at a MMTCs and MEs.

Section XXX – Special Permit

1. Procedure: The Planning Board shall be the Special Permit Granting Authority (SPGA) and the Planning Board shall conduct Site Plan Review for an applicant for a MMTC or ME.
 - a. Application: In addition to the materials submission requirements of Sections 18 and 10.6 of this Bylaw, the applicant shall also include:
 - i. A detailed floor plan of the premises of the proposed MMTC or ME that identifies the square footage available and describes the functional areas of the facility;
 - ii. Detailed site plans that include the following information:
 1. Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, signage and all other provisions of this Bylaw;
 2. Convenience and safety of vehicular and pedestrian movement on the site to provide secure and safe access and egress for clients and employees arriving to and from the site;
 3. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected be substantially affected by on-site changes;
 4. Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the site, including designated parking for home delivery vehicle(s), as applicable;
 5. Site design such that it provides convenient, secure and safe access and egress for clients and employees arriving to and from the site.
 6. Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
 7. Adequacy of water supply, surface and subsurface drainage and light.
 - iii. A description of the security measures, including employee security policies;
 - iv. A copy of the emergency procedures;
 - v. A copy of proposed waste disposal procedures;

- vi. A copy of all licensing materials issued by the Cannabis Control Commission and any materials submitted to the Cannabis Control Commission by the applicant for purposes of seeking licensing to confirm that all information provided to the Town is consistent with information provided to the Cannabis Control Commission;
 - vii. A copy of an odor control plan that provides for proper and adequate ventilation at MMTCs and MEs in such a manner so as to prevent pesticides, insecticides or other chemicals used in the cultivation or processing and/or keeping of marijuana or marijuana related products from being dispersed or released outside the facilities and to prevent odor from marijuana or its processing from being detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of such facility or at any adjoining use or property; and
 - viii. Evidence of the applicant's right to use the proposed site for the MMTC or ME, such as a purchase and sale agreement, deed, owner's authorization, or lease.
- b. The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, the Conservation Commission, the Highway Department and the Water and Sewer Department. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 35 days of referral of the application shall be deemed lack of opposition.
 - c. After notice and public hearing in accordance with Section 10.9 of the Bylaw and consideration of application materials, consultant reviews, public comments, and the recommendations of other town boards and departments, the SPGA may act upon such a permit and request for site plan approval.
2. Special Permit Findings: In addition to the standard findings for special permit set forth in Section 10.6, the SPGA shall not issue a special permit for a MMTC or MC unless it makes the following findings:
- a. The MMTC or ME does not derogate from the purposes and intent of this Section and the Zoning Bylaw.
 - b. The proposed MMTC or ME is designed to minimize any adverse impacts on abutters and other parties in interest, as defined in MGL c. 40A, § 11.
 - c. The applicant demonstrates that the MMTC or ME will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state laws and regulations;
 - d. The security plan provides sufficient assurance that adequate security controls will be implemented to ensure the protection of the public health and safety during hours of

- operation and that any marijuana or marijuana related products are adequately secured on-site or via delivery.
- e. The odor control plan proposed adequately provides for the ongoing safe operation of the MMTC or ME and minimizes any adverse impacts to abutting properties from odor-emitting activities to be conducted on-site.
 - f. The proposed design and operation of the MMTC or ME will meet the requirements of this Bylaw.
3. Special Permit Conditions on MMTCs and MEs: The SPGA shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant’s MMTC or ME, the SPGA may include the following conditions in any special permit granted under this Bylaw:
- a. Hours of Operation, but if none are specified in the special permit, hours of operation for retail sales shall be limited to 8:00 a.m. – 10:00 p.m.
 - b. The use shall not generate outside odors from the cultivation or processing of marijuana and marijuana products.
 - c. A Security Plan shall be required for all MMTC and MEs, which shall be subject to approval by the Hopedale Fire and Police Chiefs and submitted to the SPGA.
 - d. The permit holder shall provide to the Zoning Enforcement Officer and Chief of the Police Department, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
 - e. MMTCs and MEs may not operate, and the special permit will not be valid, until the applicant has obtained all licenses and permits issued by the Commonwealth of Massachusetts and any of its agencies for the facility.
 - f. A special permit granted under this Section shall have a term limited to the duration of the applicant’s ownership and use of the premises as a MMTC or ME. A special permit may be transferred only with the approval of the SPGA in the form of an amendment to the special permit.
 - g. The special permit shall lapse upon the expiration or termination of the applicant’s license by the Cannabis Control Commission.

- h. The permit holder shall notify the Zoning Enforcement Officer and SPGA in writing within 48 hours of the cessation of operation of the MMTC or ME's expiration or termination of the permit holder's license with the Cannabis Control Commission

Section XXX – Prohibition Against Nuisances

No use shall be allowed in the MOD which creates a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive sound or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

Section XXX – Curbside Retail Operations

Notwithstanding anything to contrary set forth within this Bylaw, if and only if (a) the Commonwealth of Massachusetts allows Marijuana Retailers to conduct curbside retail sales and (b) there is a government-ordered shutdown (of a like nature to that which occurred during the COVID-19 pandemic) which prevents customers of Marijuana Retailers from entering the premises of such Marijuana Retailers, then curbside retail transactions shall be allowed only to the extent permitted by Massachusetts laws and regulations; provided however, that the Marijuana Retailer shall first notify the Hopedale Chief of Police of its intent to conduct curbside retail operations not less than ten (10) days prior to the commencement of such operations and shall comply with reasonable safety measures and other restrictions imposed by the Chief of Police. . Such measures and restrictions may include, but shall not be limited to, the implementation of mitigation plans to help ensure that the curbside operations do not block traffic, sidewalks, or result in increased lines or crowds. Curbside operations must occur on the licensed premises and shall be located so as to minimize compromises to security, taking into consideration camera locations, foliage or other obstructions, proximity to the MMTC or ME entrance and similar considerations.

Section XXX – Severability

The provisions of this Bylaw are severable. If any provision, paragraph, sentence, or clause of this Bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Bylaw.

Proposed Marijuana Overlay District



Produced by
CMRPC
 One Massachusetts Street, Suite 201
 Manchester, NH 03102

LEGEND		Zoning Districts							
	Proposed Marijuana Overlay District		Industrial (I)		Town Land (T)		Residential A-2 (RA-2)		Historic Multiple Family (HMF)
	600ft Exclusion Buffer		Light Industrial (LI)		Recreational (REC)		Residential B (RB)		Adult Retirement Community (ARC)
	Prohibited Area		Commercial (C)		Cemetery (CEM)		Residential C (RC)		
	Town Boundaries		General Business A (GB-A)		Residential A (RA)		Residential Performance-1 (RP-1)		
	Property Parcels		Residential A-1 (RA-1)						

Note: Roadways on this map are shown for general reference purposes only. This map shall not be used to determine the legal status of any roadway as public or private.

TOWN OF HOPEDALE, MASSACHUSETTS

Source: Data provided by the Town of Hopedale, CMRPC, MassDOT and the Office of Geographic Information (OGIS), Commonwealth of Massachusetts, Information Technology Division. Information depicted on this map is for planning purposes only.

**COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT**

WORCESTER, ss.

22 MISC 000497 (JSDR)

ROSENFELD CONCRETE CORP.,

Plaintiff,

v.

THE TOWN OF HOPEDALE,

Defendant.

DEFAULT JUDGMENT

This matter was commenced with the filing of a complaint pursuant to G. L. c. 240, § 14A, by plaintiff Rosenfeld Concrete Corp. (“Plaintiff”) on September 22, 2022, in which Plaintiff sought a declaration as to the applicability of various provisions of the town of Hopedale (“the Town”) zoning bylaw (“ZBL”) to Plaintiff’s proposed construction of a warehouse (“the Proposed Project”) on a 144-acre parcel located at 75 Plain Street (map 22, parcel 28), Hopedale, owned by it. On October 3, 2022, the summons and return of service on the Town was filed and docketed, it being noted thereon that acceptance of service by the Town’s counsel would not serve as a notice of appearance on behalf of the Town. It was subsequently reported to the court that the Town did not intend to appear and defend in this action. The Town was defaulted on October 27, 2022. At the request of the court, the Plaintiff supplemented its Motion For Entry Of Default Judgment (“Motion”) with the filing of a Memorandum In Support Of Motion For Entry Of Default Judgment (“Memorandum”) and the Affidavit Of Jason R. Talerman, Esq., sworn to on October 27, 2022, authenticating attachments to the Memorandum. After review of the complaint, the Motion, the Memorandum and the attachments thereto, it is

ORDERED, ADJUDGED and DECLARED:

1. That warehouses are a by-right use in the Light Industrial and Ground Water Protection zoning districts in the Town;
2. That the warehouse, as proposed by the Plaintiff on the Property is not an enlargement or alteration of a pre-existing use as described in Section 17.6(c)(1) of the ZBL;
3. That phase 1 of the Proposed Project, if not exceeding 15% impervious coverage, does not require a special permit under Section 17.6(c)(6) of the ZBL;
4. That the Proposed Project, as a whole, will require a special permit under Section 17.6(c)(6) of the ZBL if it exceeds 15% of impervious cover; and
5. That special permit review of the Proposed Project under the ZBL is limited to the criteria under Section 17 thereof and is not subject to the general special permit criteria under Section 10.6 of the ZBL.

And it is further

ORDERED and ADJUDGED that, upon payment of all required fees, this Default Judgment, or a certified copy of it, may be recorded with the Worcester County Registry of Deeds and marginally referenced on all relevant documents.

SO ORDERED.

By the Court (Roberts, J.)

/s/ Jennifer S.D. Roberts

Attest:

/s/ Deborah J. Patterson
Deborah J. Patterson, Recorder

Dated: October 27, 2022.



ACCESS AGREEMENT

This Access Agreement (the “Agreement”) made as of November 2, 2022 is by and between the **TOWN OF HOPEDALE**, a Massachusetts municipal corporation with an address at Hopedale Town Hall, 78 Hopedale Street, Hopedale, Massachusetts 01747 (the “Licensee”), and **GRAFTON AND UPTON COMPANY (GU)** a Massachusetts corporation with a principal place of business of 42 Westboro Road, North Grafton, Massachusetts 01536 (the “Company”).

WHEREAS, the Licensee has requested GU’s permission, for the Licensee’s benefit, to enter GU’s property and perform work on land of GU located on Mendon Street in Hopedale, Massachusetts, two parcels of land, being “Parcel TE-3,” containing 506 square feet, more or less, and “Parcel TE-17,” containing 413 square feet, more or less (the “Premises”), as shown on the plan attached hereto as Exhibit A and incorporated herein, for the purpose of doing the work described on the attached Scope of Work and Exhibit 2 (together, the “Scope of Access”); and

WHEREAS, GU is willing to grant such request on the terms and conditions herein contained, including without limitation the Licensee’s agreement releasing, defending, and indemnifying GU from and against any and all suits or claims for losses, damages, expenses, personal injuries, or death, which may be suffered or sustained by the Licensee, its successors and assigns, or others in consequence thereof.

NOW, THEREFORE, the parties hereto for themselves and their successors and assigns do hereby agree as follows:

1. License. Subject to the terms hereof including Exhibits B and C, GU hereby grants a temporary, non-exclusive, revocable license to the Licensee to enter the Premises solely for the purposes specified as the Scope of Access. This License does not include mounting, dismounting, boarding, traveling upon, using or observing any locomotive, rail car, or other GU equipment. The provisions of this License Agreement shall also govern work by the Licensee and its contractors in the Mendon Street intersection shown on Exhibit A. Notwithstanding anything shown on Exhibits A and 2, the Scope of Work attached hereto shall govern the size and location of the curb cut and the pedestrian warning pad.
2. One-Time Access Fee: \$ 5,000.00
3. Property Usage & Other Fees: See “Exhibit D”
4. Entry onto Premises. The Licensee’s right to enter the Premises shall pertain and be limited to access from 6:00 AM to 6:00 PM, Monday – Friday; Weekends by written permission within the term of this Agreement. This Agreement is valid for the period starting from the execution date for a period of 12 months. GU reserves the right to change the dates of access as necessary without notice subject to the availability of flagmen, engineers and inspectors, emergency matters, and subject to its business operations. On arriving at the Premises, the Licensee shall report immediately to GU’s point of contact (flagger, foreman,



supervisor or their designee on duty) or such other person as GU shall designate giving permission and direction to do so (“GU Representative”) who shall coordinate the Licensee’s activities on the Premises. The Licensee shall not engage in any activity on the Premises prior to GU Representative giving permission and direction to do so. While on the Premises, the Licensee shall follow all safety rules, regulations and specifications, including without limitation GU’s specifications for Work within, Adjacent to, and Above the GU Right-of-Way, attached hereto and incorporated herein as Exhibit B, and any instruction or direction of GU Representative. The Licensee shall not damage or destroy any property while on the Premises, and the Licensee hereby agrees to indemnify and save harmless GU from such damage or destruction arising as a result of the Licensee’s presence on the Premises. The Licensee further promises and covenants to take due care and take all actions necessary to avoid damage to the Premises, and to restore the Premises to its condition, prior to the exercise of the right of entry granted hereunder, consistent with the Scope of Access to GU’s reasonable satisfaction.

5. Release. The Licensee understands and agrees that GU’s business as a railroad involves certain risks, and by entering onto the Premises, the Licensee is knowingly, voluntarily, and willingly assuming such risks. For and in consideration of the permission granted hereby, the Licensee hereby assumes any and all risk and liability for losses, damages, expenses, personal injuries, or death which the Licensee or its agents, employees, servants, subcontractors, licensees, invitees, or other persons or entities claiming by, under or through the Licensee (collectively, the “Licensee Claimants”) may suffer or sustain while in, on, around, upon, about, or in the vicinity of the Premises or any tracks, trains, facilities or other property owned or controlled by GU. The Licensee does hereby, for itself and its successors and assigns, remise, release, and forever discharge GU, its successors and assigns, and its or their officers, agents, or employees, from and against any and all claims, suits, or demands which the Licensee or any of the Licensee Claimants have or may have as the result of any losses, damages, expenses, personal injuries, or death which the Licensee or any of the Licensee Claimants may suffer or sustain as a result of use or exercise of the right of entry granted herein, or while otherwise in, on, around, upon, about, or in the vicinity of the Premises or any tracks, trains, facilities or other property owned or controlled by GU except to the extent caused by the intentional or reckless acts or omissions of GU or its officers, agents, or employees.

6. Indemnity. The Licensee also covenants and agrees, to the extent permitted by law, to and shall at all times defend, indemnify, protect and save harmless GU from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges (collectively “Damages”) which GU may directly or indirectly suffer, sustain or be subjected to by reason or on account of:

- (a) the intentional, reckless, or negligent act(s) or omission(s) of the Licensee, any of the Licensee Claimants, and/or the employees, servants, Licensees, agents, invitees, or other persons or entities claiming by, under or through any of them; or
- (b) activities related in any way to the Scope of Access.



(c) The Licensee's presence or activities on or near property owned or controlled by GU whether or not related to the Licensee's use or exercise of the license granted herein.

- (a) Point of Contact: John DeWaele (401) 265-2180
- (b) Alternate: Dylan Fontaine (413) 218-9381

7. Insurance. In furtherance of the obligations of the Licensee to defend, indemnify, protect and save harmless GU as set forth in this Agreement, the Licensee shall provide and keep in effect during the term of this Agreement the Grafton and Upton GU Company Insurance Requirements attached hereto and incorporated herein as Exhibit C.

8. Flagging. In addition to, but not in limitation of any of the foregoing provisions, if at any time GU should deem flagger or watchperson desirable or necessary to protect its operations or property, or its agents, employees, servants, licensees, or invitees during the Licensee's activities, GU shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of the Licensee, which covenants and agrees to bear the full risk, cost and expense thereof. The furnishing or failure to furnish flagmen or watchmen by GU, however, shall not release the Licensee from any or all other liabilities assumed by the Licensee under the terms of this Agreement. Flagging and inspection services are subject to availability and rates are subject to change without prior notice. The Licensee shall provide payment in full in advance to GU for all anticipated flagging and inspection services.

9. Severability. If any part of this Agreement is determined to be invalid, illegal or enforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement.

10. Governance and Amendments. This Agreement shall be governed, construed and interpreted by the laws of the Commonwealth of Massachusetts and may only be amended or modified in writing and agreed to by the parties hereto and/or their successors and/or assigns and related entities.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first set forth above.

TOWN OF HOPEDALE,
By Its Select Board

**GRAFTON AND UPTON RAILROAD
COMPANY**



Glenda Hazard, Chair

By: 

Its Duly Authorized Officer



EXHIBIT A
[PLAN of PREMISES]



EXHIBIT B

SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF GU TRAFFIC AND PROPERTY

In the following Specifications, "GU" shall mean the Grafton & Upton GU Company; "Railroad" shall mean GU's Railroad and/or its duly authorized representative; "Licensee" shall mean the party so identified in the Access Agreement; and "Contractor" shall mean the entity retained by the Licensee or subcontractor thereof.

- (1) Pre-Entry Meeting: Before entry of Licensee and/or Contractor onto GU's property, a pre-entry meeting shall be held at which time Licensee and/or Contractor shall submit for written approval of the Railroad, plans, computations and a detailed description of proposed methods for accomplishing the work, including methods for protecting GU's traffic. Any such written approval shall not relieve Licensee and/or Contractor of their complete responsibility for the adequacy and safety of their operations.
- (2) Rules, Regulations and Requirements: GU traffic shall be maintained at all times with safety and continuity, and Licensee and/or Contractors shall conduct their operations in compliance with all rules, regulations, and requirements of GU (including these Specifications) with respect to any work performed on, over, under, within or adjacent to GU's property. Licensee and/or Contractor shall be responsible for acquainting themselves with such rules, regulations and requirements. Any violation of GU's safety rules, regulations, or requirements shall be grounds for the immediate suspension of Licensee and/or Contractor work, and the re-training of all personnel, at Licensee's expense.
- (3) Maintenance of Safe Conditions: If tracks or other property of GU are endangered during the work, Licensee and/or Contractor shall immediately take such steps as may be directed by GU to restore safe conditions, and upon failure of Licensee and/or Contractor to immediately carry out such direction, GU may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to GU's trains, tracks, right-of-way or other property caused by the operations of Licensee and/or Contractor, shall be paid by Licensee.
- (4) Protection in General: Licensee and/or Contractor shall consult with the Railroad to determine the type and extent of protection required to ensure safety and continuity of GU traffic. Any Inspectors, Track Foremen, Track Watchmen, Flagmen, Signalmen, Electric Traction Linemen, or other employees deemed necessary by GU, at its sole discretion, for protective services shall be obtained from GU by Licensee and/or Contractor. The cost of same shall be paid directly to GU by Licensee. The provision of such employees by GU, and any other precautionary measures taken by GU, shall not relieve Licensee and/or Contractor from their complete responsibility for the adequacy and safety of their operations.
- (5) Fouling of Track: When Licensee and/or Contractors desire to foul an active track, they must provide the Railroad's representative with their site-specific work plan a minimum of twenty-four (24) hours in advance, so that, if approved, arrangements may be made for proper protection of GU. Any equipment shall be considered to befoul a track when located (a) within fifteen (15) feet from the centerline of the track or (b) in such a position that failure of same, with or without a load, would bring it within fifteen (15) feet from the centerline of the track and requires the presence of the proper GU protection personnel.



If acceptable to the Railroad's representative, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track to afford the Licensee and/or Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Railroad's representative.

(6) Track Outages: Licensee and/or Contractors shall verify the time and schedule of track outages from GU before scheduling any of their work on, over, under, within, or adjacent to GU's right-of-way. GU does not guarantee the availability of any track outage at any particular time. Licensee and/or Contractor shall schedule all work to be performed in such a manner as not to interfere with GU operations. Licensee and/or Contractor shall use all necessary care and precaution to avoid accidents, delay or interference with GU's trains or other property.

(7) Demolition: During any demolition, Licensee must provide horizontal and vertical shields, designed by a Professional Engineer registered in the state in which the work takes place. These shields shall be designed in accordance with the GU's specifications and approved by the GU, so as to prevent any debris from falling onto the GU's right-of-way or other property. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

Ballasted track structure shall be kept free of all construction and demolition debris.

(8) Equipment Condition: All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to GU's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Railroad's representative. Under no circumstances shall any equipment or materials be placed or stored within twenty-five (25) feet from the centerline of an outside track, except as approved by the Site-Specific Safety Work Plan. To ensure compliance with this requirement, Licensee and/or Contractors must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Railroad's representative. Licensee and/or Contractors may be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

(10) Storage of Materials and Equipment: No material or equipment shall be stored on GU's property without first having obtained permission from the Railroad. Any such storage will be on the condition that GU will not be liable for loss of or damage to such materials or equipment from any cause.

If permission is granted for the storage of compressed gas cylinders on GU property, they shall be stored a minimum of 25 feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when the Licensee and/or Contractor is not on the project site.

(11) Condition of GU's Property: Licensee and/or Contractors shall keep GU's property clear of all refuse and debris from its operations. Upon completion of the work, Licensee and/or Contractor shall remove from GU's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Licensee and/or Contractor and shall leave GU's property in a condition satisfactory to the Railroad.



(12) Safety Training: All individuals, including representatives and employees of Licensee and/or Contractors, before entering onto GU's property or coming within twenty-five (25) feet of the centerline of the track or energized wire shall first attend GU's Safety Orientation Class. The Safety Orientation Class will be provided by GU's Safety Representative at Licensee's expense. A photo I.D. will be issued and must be worn/displayed while on GU property. All costs of complying with GU's safety training shall be at the sole expense of Licensee. Licensee and/or Contractor shall appoint a qualified person as their Safety Representative. He/she shall continuously ensure that all individuals comply with GU's safety requirements. All safety training records shall be maintained with the site specific work plan.

(13) No Charges to GU: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which GU is to be billed by Licensee and/or Contractors, unless GU gives a written request that such work be performed at GU's expense.



EXHIBIT C

INSURANCE REQUIREMENTS

DEFINITIONS

In these Insurance Requirements "GU" shall mean Grafton & Upton Railroad Company. "Licensee" shall mean the party identified as "Licensee" in the Access Agreement, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Licensee. "Operations" shall mean activities of or work performed by Licensee. "Agreement" shall mean the Access Agreement.

INSURANCE

Licensee shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Licensee shall evidence such coverage by submitting to GU the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Licensee shall require all contractors and subcontractors to carry the insurance required herein, or Licensee may, at its option, provide the coverage for any or all contractors and/or subcontractors, provided the evidence of insurance submitted by Licensee to GU so stipulates. The insurance shall provide for thirty (30) days prior written notice to GU in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Licensee personnel and equipment have been removed from GU property, and any work has been formally accepted. Licensee's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Licensee. Employer's Liability coverage with limits of not less than \$1 million for each accident or illness shall be included.

In the event the Operations are to be performed on or over navigable waterways, a Longshoremen and Harbor Workers' Compensation Act Endorsement and a Maritime Coverage Endorsement are to be added, including coverage for wages, transportation, maintenance and cure.

Commercial General Liability Insurance covering liability of Licensee with respect to all operations to be performed and all obligations assumed by Licensee under the terms of the Agreement. Products-completed operations, independent Licensees and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the GU and any Explosion/Collapse/Underground (X-C-U) exclusions deleted. The policy shall name GU, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

Automobile Liability Insurance covering the liability of Licensee arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are



to be operated, and which are not covered under Licensee's Commercial General Liability insurance. The policy shall name GU and all commuter agencies and railroads that operate over the property or track at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury and property damage (including loss of use) liability.

In the event Licensee will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.

GU Protective Liability (RRP) Insurance covering the Operations performed by Licensee within fifty (50) feet vertically or horizontally of GU tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of the GU (and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the Licensee named on the Declarations."

The original RRP Liability Insurance Policy must be submitted to GU prior to commencement of Operations.

All Risk Property Insurance covering physical loss or damage to all property used in the performance of the Operations. The policy shall have limits of liability adequate to cover all property of Licensee (including personal property of others in Licensee's care, custody or control) and shall include a waiver of subrogation against GU and all commuter agencies and railroads that operate over the property or tracks at issue.

Licensee's Pollution Liability Insurance covering the liability of Licensee arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Licensee with GU and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence with no sunset clause.

Pollution Legal Liability Insurance is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Licensee, its transporter, as well as the disposal site operator, shall maintain this insurance. Licensee shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to GU. The policy shall name GU and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Licensee.



Professional Liability Insurance covering the liability of Licensee for any and all errors or omissions committed by Licensee in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have limits of liability of not less than \$2 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of two hundred fifty thousand dollars (\$250,000), but in such case the deductible is the sole responsibility of Licensee, and no portion of such deductible is the responsibility of GU.

Licensee may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

Claims-Made Insurance - If any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. The retroactive date shall coincide with or precede Licensee's start of Operations (including subsequent policies purchased as renewals or replacements);
2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
3. Licensee will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Commercial General Liability, Professional Liability) for at least three (3) years following completion of the Operations; and
4. If insurance is terminated for any reason, Licensee will purchase an extended reporting provision of at least two (2) years to report claims arising from Operations.

Licensee shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE GU RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by GU in situations where such waiver will benefit GU, but under no circumstances will Licensee begin Operations without providing satisfactory evidence of insurance as approved by GU. Such evidence of insurance coverage shall be sent to:

John DeWaele, General Manager
Grafton & Upton Railroad Company
42 Westboro Road
Grafton, MA 01536



Exhibit D

Schedule of Fees

The license or easement to use railroad land will require the need for railroad flagging when working within 15' of the nearest rail. They cannot block the tracks for any reason or leave equipment within 15' of the nearest rail. They cannot use railroad property for storage of any equipment or materials whatsoever. The access is solely for the purpose of construction activities consistent with the plans provided by the town.

Flagging Fees:

Flagging - \$1,650 per day (11 hour) max, per flagman (48 hour notice required). Shifts requiring extended flagging over 10 hours require multiple flagman per day.

Emergency Flagging - \$3,300 per day (11 hour max)

Flagging will either be an employee on site to provide the safe passage of trains and equipment or railroad protective devices set up to prevent train movements. Either scenario will have 1 railroad employee assigned to flagging duties as the point of contact for the town's contractor.

They do not need flagging while passing over the crossing in the normal traffic pattern, only when working within 15' of the nearest rail.

-End

SCOPE OF WORK TO LICENSE AGREEMENT

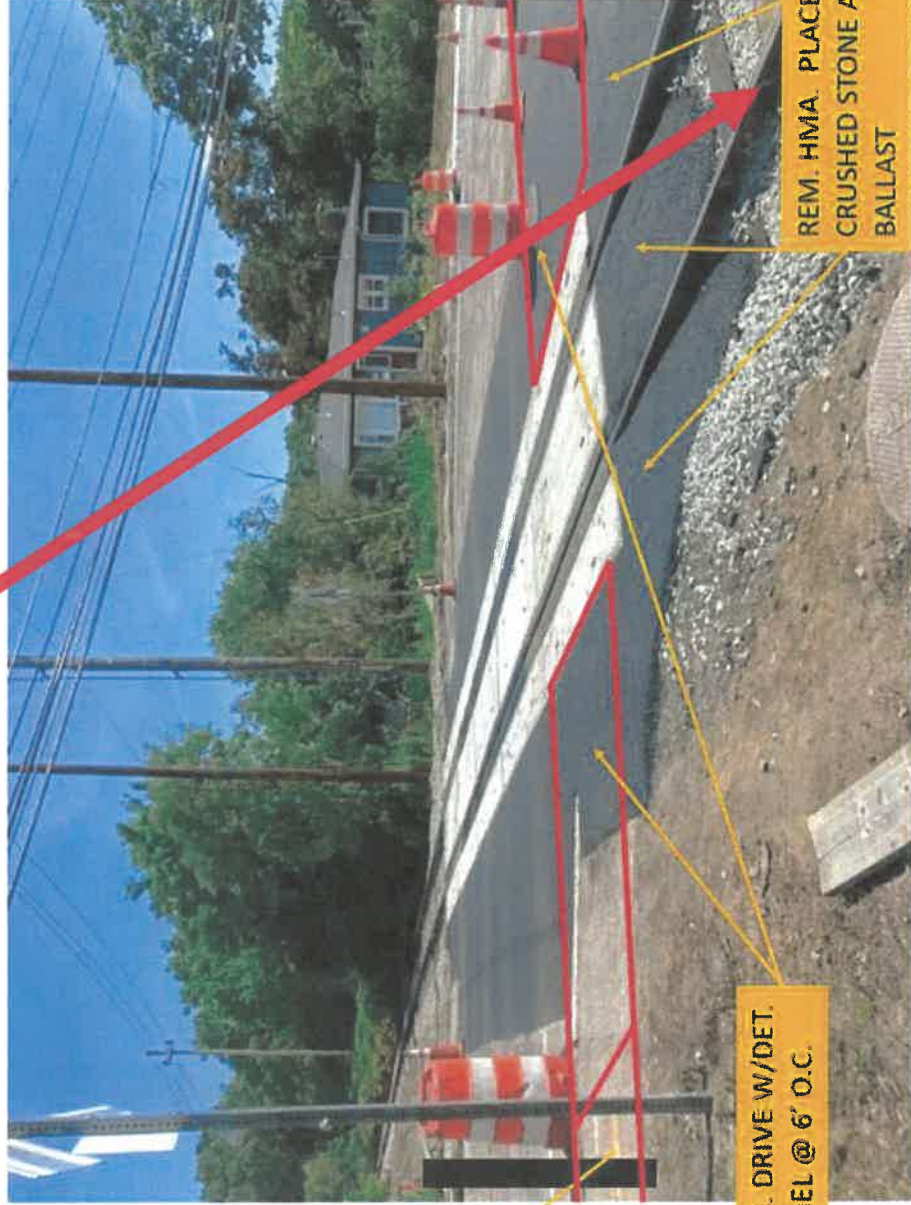
Along the westerly side of Mendon Street, the proposed work being performed within land of the Grafton & Upton Railroad Company (GURR) includes removal of a small portion of existing cement concrete walk, placement of loam and/or topsoil and seed to establish turf at the back of new sidewalk and/or ADA pedestrian ramp as shown on the construction plans or where asphalt is removed for construction, asphalt will be replaced at a minimum depth of 3" (Binder and top coat) within 10 days of finishing the sidewalk. All other work within the GURR property and/or public way (i.e., Mendon Street) along this side and shown on the construction plans, that includes installation of new conduit and gates, is being performed by GURR.

Along the easterly side of Mendon Street, there is no work being performed within land of the Grafton & Upton Railroad Company. All other work within the GURR property and/or public way (i.e., Mendon Street) along this side and shown on the construction plans, that includes installation of new conduit, signal hut and gates, with the exception of the pull box and interconnection conduit, is being performed by GURR. It should be noted, the contractor has already installed the aforementioned pull box and interconnection conduit as per the construction plans. It is noted that GURR will not be connecting to this pull box and that the town installed this pull box their design without consultation of GURR.

Note, the proposed back of walk along the westerly side of Mendon Street is in fact the property line of GURR. Technically, the Town does not have to do anything beyond that point, including loam and seed. However, the town will replace any asphalt removed for construction purposes and replace with asphalt at a minimum depth of 3" (Binder and top coat) within 10 days of finishing the sidewalk. Furthermore, all of the utility work related to the new gates along the easterly side of Mendon Street that is within GURR property or public way except for the aforementioned pull box and interconnect conduit, is being performed by GURR.

Asphalt on either side of rails and in gauge cannot be removed. Required for proper crossing installation. If removed for construction of sidewalk, must be replaced w/ asphalt by town

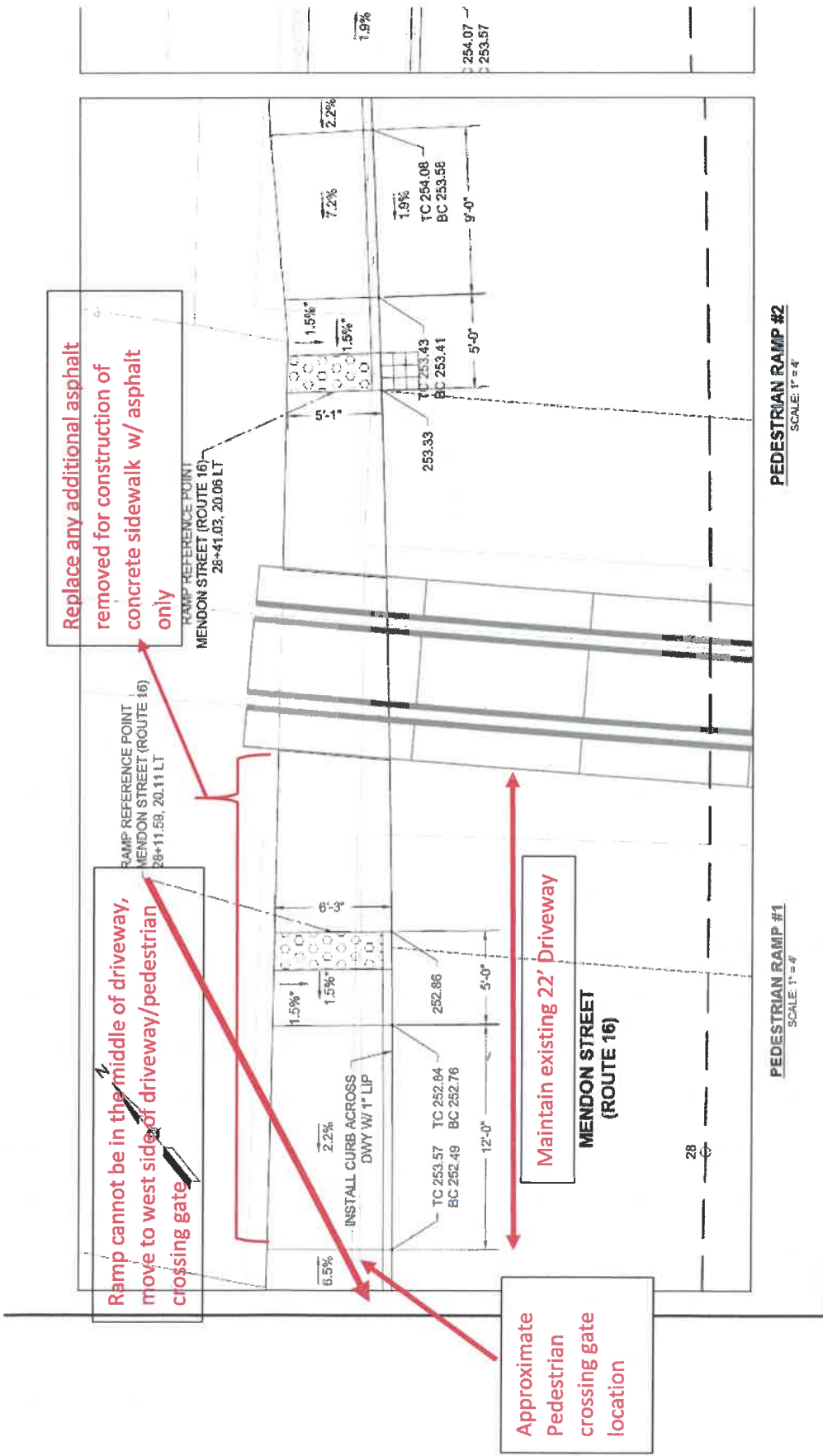
RECOMMENDED ADA/SAFETY FIELD ADJUSTMENTS



ADA PED.
RAMP

CEM. CONC. DRIVE W/DET.
WARN. PANEL @ 6' O.C.

REM. HMA. PLACE DENSE GRADED
CRUSHED STONE AND/OR TRACK
BALLAST



Ramp cannot be in the middle of driveway, move to west side of driveway/pedestrian crossing gate

Approximate Pedestrian crossing gate location

Maintain existing 22' Driveway

Replace any additional asphalt removed for construction of concrete sidewalk w/ asphalt only

PEDESTRIAN RAMP #1
SCALE: 1" = 4'

PEDESTRIAN RAMP #2
SCALE: 1" = 4'

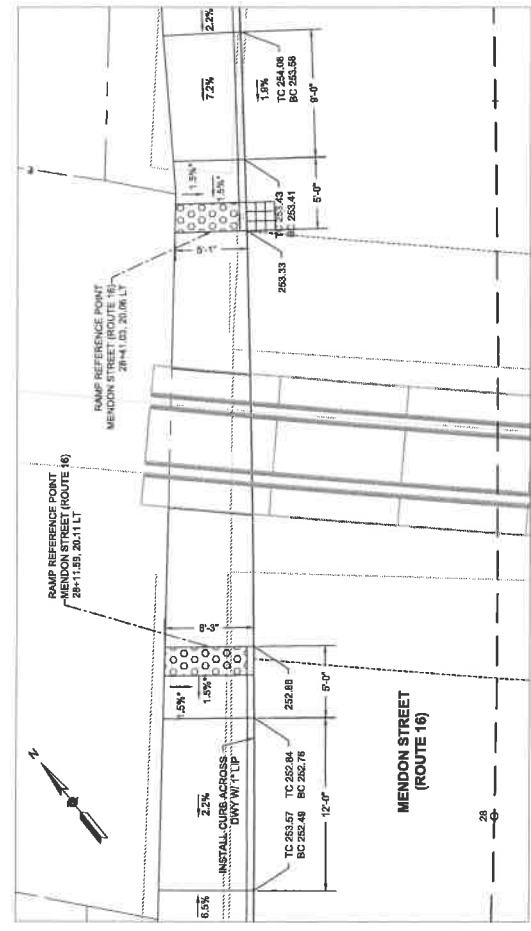
Exhibit 2

**HOPEDALE
MENDON STREET (ROUTE 16) AT HOPEDALE STREET
PEDESTRIAN RAMP DETAILS**

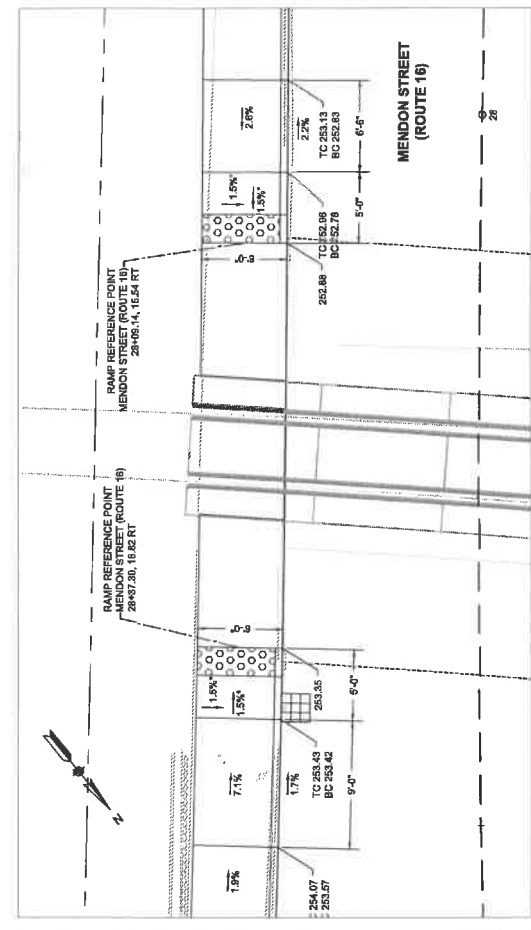
STATE	PROJECT NO.	PROJECT SHEET NO.
MA	25	48
PROJECT FILE NO.	MA	

WHEELCHAIR RAMP NOTES

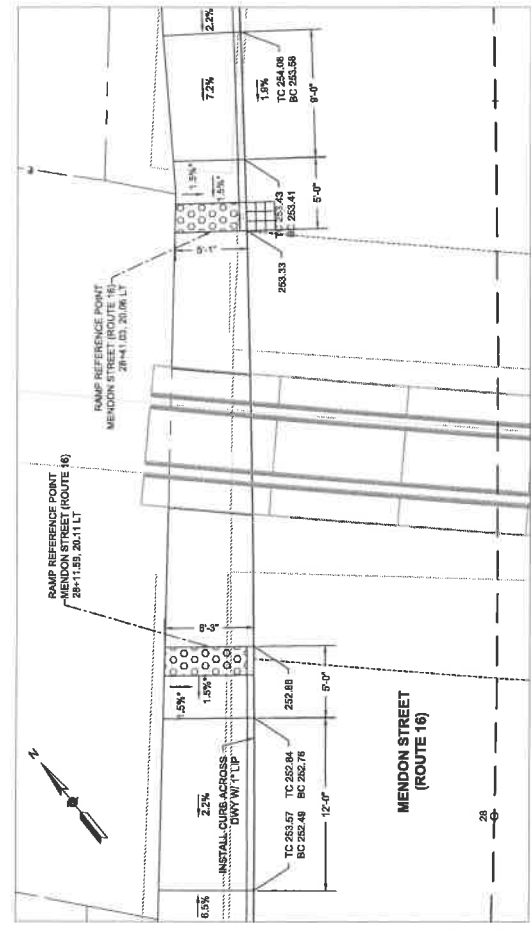
1. ALL WHEELCHAIR RAMPS SHALL CONFORM TO THE REQUIREMENTS OF THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (AAB), THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE LATEST MASSDOT HIGHWAY DIVISION WHEELCHAIR RAMP STANDARDS.
2. THE LOCATIONS OF THE PROPOSED WHEELCHAIR RAMPS ARE SHOWN ON THE CONSTRUCTION PLANS, ADDITIONAL TYPICAL DETAILS AND WHEELCHAIR RAMP DATA ARE SHOWN IN THE CONSTRUCTION DETAILS.
3. PROPOSED WHEELCHAIR RAMP SLOPES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE POURING OF CONCRETE, AND ADJUSTED, IF NECESSARY, TO CONFORM TO THE LATEST ADA/AGPRO/WAG/MAAB STANDARDS, AS DIRECTED BY THE ENGINEER.
4. ALL PROPOSED CURB FOR WHEELCHAIR RAMP TRANSITIONS SHALL BE CUT AND TRANSITIONED AS NECESSARY TO PROVIDE THE CORRECT TRANSITION LENGTHS FOR EACH WHEELCHAIR RAMP, AS SHOWN ON THE WHEELCHAIR RAMP DETAILS OR, AS REQUIRED, BY THE ENGINEER. ANY EXISTING CURB INLETS IN AREAS OF NEW WHEELCHAIR RAMP TRANSITIONS SHALL BE REMOVED AND REPLACED WITH APPROPRIATE TRANSITION CURB AS DIRECTED BY THE ENGINEER.
5. IN NO CASE, EXCEPT FOR MAXIMUM LENGTH HIGH SIDE TRANSITIONS (SLOPES GREATER THAN 4%) SHALL ANY TRANSITION SLOPE OF ANY WHEELCHAIR RAMP EXCEED 7.5%.
6. WHEN PLACEMENT OF THE PROPOSED WHEELCHAIR RAMP IS SUCH THAT IT IS UNAVOIDABLE FOR EXISTING STRUCTURES, THAT CANNOT BE MOVED OR RESET, TO BE OVERLAPPED BY THE NEW WHEELCHAIR RAMP, THE NEW WHEELCHAIR RAMP SHALL BE PLACED AND THAT A FOUR FOOT WIDE (MIN.) CLEAR PATH OF TRAVEL EXISTS BETWEEN THE EXISTING STRUCTURE AND EITHER THE CURBLINE OR THE BACK OF SIDEWALK, AS DIRECTED BY THE ENGINEER.
7. IN RARE INSTANCES WHERE AN EXISTING MANHOLE, HANDHOLE OR OTHER EXISTING "SURFACE" TYPE STRUCTURE WHICH CANNOT BE REMOVED AND RESET, IS WITHIN THE ACTUAL WHEELCHAIR RAMP PATH, THE STRUCTURE SHALL BE CAREFULLY ADJUSTED SUCH THAT THE TOPMOST SURFACES OF THE STRUCTURE COVER SHALL BE FLUSH WITH THE NEW RAMP SURFACE AND SHALL MATCH THE SLOPE OF THE NEW WHEELCHAIR RAMP EXACTLY, AS DIRECTED BY THE ENGINEER.
8. ALL WHEELCHAIR RAMPS WITHIN THE PROJECT LIMITS SHALL HAVE DETECTABLE WARNING PANELS INSTALLED IN ACCORDANCE WITH MASSDOT STANDARD DRAWING E 107.6.5.
9. DETECTABLE WARNING PANELS SHALL BE YELLOW IN COLOR, OR AS OTHERWISE APPROVED BY THE ENGINEER.
10. TOLERANCE FOR CONSTRUCTION +/- 0.5%.



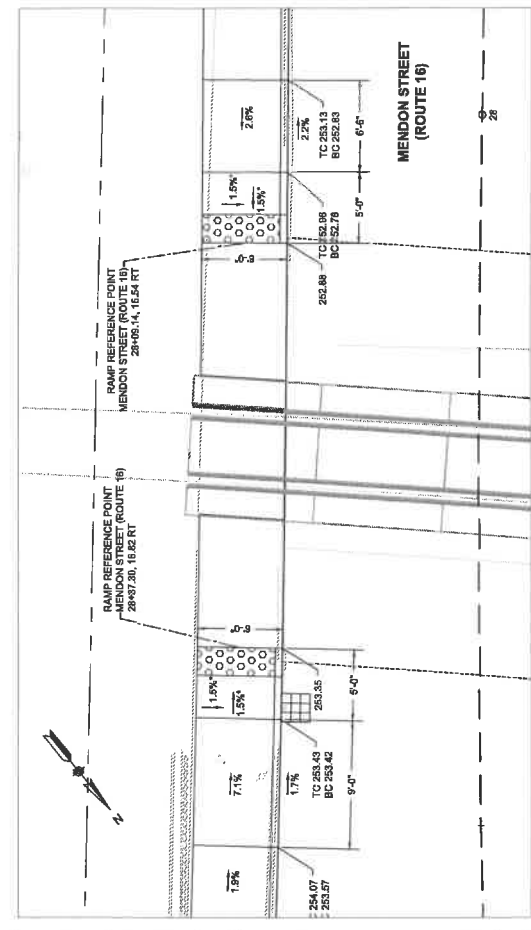
PEDESTRIAN RAMP #1
SCALE: 1" = 4'



PEDESTRIAN RAMP #2
SCALE: 1" = 4'



PEDESTRIAN RAMP #3
SCALE: 1" = 4'



PEDESTRIAN RAMP #4
SCALE: 1" = 4'