nationalgrid

Hopedale
OFFICE OF THE TOWN CLERK
PO BOX 7
78 HOPEDALE STREET
HOPEDALE, MA 01747

October 7, 2021

To whom it may concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON NEW ENGLAND INC., covering joint NATIONAL GRID-VERIZON NEW ENGLAND pole locations

If you have any questions regarding this permit, please contact: Note change of contact information

Gabriela Ayala

Please notify Ms. Ayala of the hearing date / time:
Gabriela.Ayala@nationalgrid.com

If this petition meets with your approval, please return an executed copy to:

National Grid/ Gabriela Ayala 100 E Ashland St, Brockton MA 02302

Very truly yours,

Robert Leonida

Robert Leonida
Supervisor, Distribution Design

Enclosures

PETITION FOR JOINT POLE RE-LOCATIONS

October 5, 2021

To the Board of Selectmen
of the Town of Hopedale, Massachusetts

MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC. request permission to relocate poles, wires, cables and fixtures, including anchors, guys and other such necessary sustaining and protecting fixtures, along and across the following public way or ways:-

Hope St

75 South of Existing Pole 6 Dutcher St Install New Relocated Pole 3 And 99Ft South Of This Newly Relocated Pole Install New Pole 4 As Marked In Field. See Permit Sketch. Any Questions Contact Mike Roberts @ 508-482-1229

Wherefore they ask that they be granted a joint relocation for and permission to erect and maintain poles, wires, cables and fixtures to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as they must find necessary, said poles to be located substantially in accordance with the plan filed herewith marked: Plan No. **28461542** Dated: **10/5/2021**

Also for permission to lay and maintain underground cables conduits, wires and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

MASSACHUSETTS ELECTRIC COMPANY

By: DBA Robert Leonida
Manager of Distribution Design

VERIZON NEW ENGLAND, INC.

By: Albert C Bessette
Manager, R.O.W.

ORDER FOR JOINT POLE RELOCATION

October 5, 2021

By the Board of Selectmen
of the Town of Hopedale, Massachusetts

IT IS HEREBY ORDERED:

that **MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.** be and they are hereby granted a joint relocation for and permission to erect and maintain poles and wires to be replaced thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the **5th day of October, 2021**

All construction under this order shall be in accordance with the following conditions:-
Poles shall be sound and timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked:

Plan No. **28461542** Dated: **10/5/2021** filed with said petition.

There may be attached to said poles by said **MASSACHUSETTS ELECTRIC COMPANY** necessary wires, cables and fixtures and by said **VERIZON NEW ENGLAND, INC.** not to exceed 40 wires and 4 cables and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet from the ground elsewhere.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:-

Hope St

75 South of Existing Pole 6 Dutcher St Install New Relocated Pole 3 And 99Ft South Of This Newly Relocated Pole Install New Pole 4 As Marked In Field. See Permit Sketch. Any Questions Contact Mike Roberts @ 508-482-1229

Also that permission be and herby is granted to each of said Companies to lay and maintain underground cables, conduits, wires and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Hopedale, Massachusetts held on the _____ day of _____ 2021

_____
Clerk of Selectmen

Received and entered in the records of location orders
Of the City of Douglas, Ma

Book _____ Page: _____

_____
City Clerk

We hereby certify that on _____ , at _____ o'clock, _____ M
at _____ a public hearing was held on the petition of the
MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the

time and place of said hearing to each the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Board of Selectmen

Hopedale, Massachusetts

CERTIFICATE

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Hopedale, Massachusetts held on the _____ day of _____ 2021 recorded with the records of location orders of said Town,

Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____

Town Clerk

National Grid Copy

PETITION FOR JOINT POLE RE-LOCATIONS

October 5, 2021

To the Board of Selectmen
of the Town of Hopedale, Massachusetts

MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC. request permission to relocate poles, wires, cables and fixtures, including anchors, guys and other such necessary sustaining and protecting fixtures, along and across the following public way or ways:-

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MASSACHUSETTS ELECTRIC COMPANY

By: DBA Robert Leonida
Manager of Distribution Design

VERIZON NEW ENGLAND, INC.

By: Albert E Bessette
Manager, R.O.W

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October 5, 2021

By the Board of Selectmen
of the Town of Hopedale, Massachusetts

IT IS HEREBY ORDERED:

that **MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.** be and they are hereby granted a joint relocation for and permission to erect and maintain poles and wires to be replaced thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the **5th day of October, 2021**

All construction under this order shall be in accordance with the following conditions:-
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Clerk of Selectmen

Received and entered in the records of location orders
Of the City of Douglas, Ma

Book Page:

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We hereby certify that on _____ at _____ o'clock _____ M
at _____ a public hearing was held on the petition of the
MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC

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Board of Selectmen

Hopedale, Massachusetts

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Book _____ Page _____

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Town Clerk

Verizon Copy

PETITION FOR JOINT POLE RE-LOCATIONS

October 5, 2021

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of the Town of Hopedale, Massachusetts

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MASSACHUSETTS ELECTRIC COMPANY

By: DBA Robert Leonida
Manager of Distribution Design

VERIZON NEW ENGLAND, INC.

By: Albert C Bessette
Manager R.O.W

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October 5, 2021

By the Board of Selectmen
of the Town of Hopedale, Massachusetts

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Clerk of Selectmen

Received and entered in the records of location orders
Of the City of Douglas, Ma

Book Page:

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at a public hearing was held on the petition of the
MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC

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Board of Selectmen

Hopedale, Massachusetts

CERTIFICATE

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen

of the Town of Hopedale, Massachusetts held on the __ __ day of 2021

recorded with the records of location orders of said Town.

Book_____ , Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

nationalgrid

Pole & UG Petition/Permit Request Form

City Town of HOPEDALE (circle one) **WR #** 28461542

Install POLE 4 (quantity) SO JO (circle one) **Poles on** HOPE ST (street name)

Remove _____ (quantity) SO JO (circle one) **Poles on** _____ (street name)

Relocate POLE 3 (quantity) SO JO (circle one) **Poles on** HOPE ST (street name)

Beginning at a point approximately 75 (distance) **feet** SOUTH (compass heading) **of** ~~the centerline~~ UTILITY POLE 6

of the intersection of DUTCHER ST (street name)

and continuing approximately 99 (distance) **feet in a** SOUTHERLY (compass heading) **direction.**

Install underground facilities:

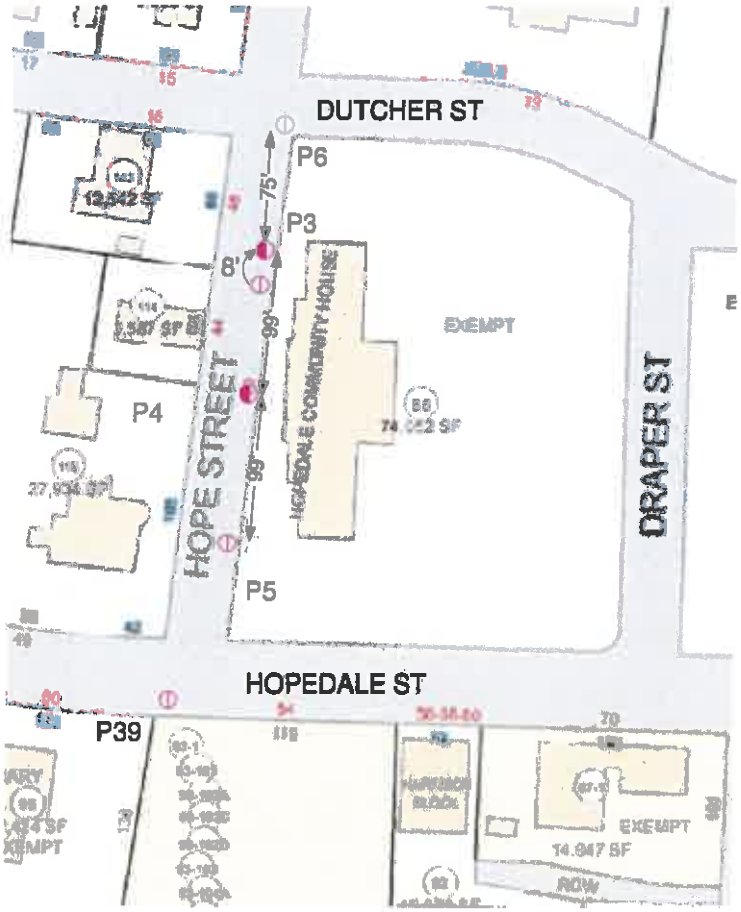
Street(s) _____

Description of Work:

75 SOUTH OF EXISTING POLE 6 DUTCHER ST INSTALL NEW RELOCATED POLE 3 AND 99 FT SOUTH OF THIS NEWLY RELOCATED POLE INSTALL NEW POLE 4 AS MARKED IN FIELD. SEE PERMIT SKETCH. ANY QUESTIONS CONTACT MIKE ROBERTS @ 508.482.1229

ENGINEER MICHAEL ROBERTS

DATE 6/4/2019



NATIONAL GRID RESPECTFULLY REQUEST PERMISSION FOR THE FOLLOWING WORK:

- RELOCATE EXISTING JOINTLY OWNED P3 (8 FT +/-) TOWARDS DUTCHER ST PER REQUEST OF TOWN FOR NEW WHEELCHAIR RAMP.

- INSTALL NEW JOINTLY OWNED INTERMEDIATE POLE 4 (99' +/-) SOUTH OF NEWLY RELOCATED POLE 3 FOR INCREASED HEIGHT FOR COMMUNICATIONS AND ELECTRIC FACILITIES.

JOINT OWNED POLE PETITION

- Proposed NGRID Pole Locations
- Existing NGRID Pole Locations
- Proposed J.O. Pole Locations
- Existing J.O. Pole Locations
- Existing Telephone Co. Pole Locations
- Existing NGRID Pole Location To Be Made J.O.
- Existing Pole Locations To Be Removed

DISTANCES ARE APPROXIMATE

nationalgrid
And
Verizon New England, Inc.

Date: 6/4/2019

Plan Number: 28461542

To Accompany Petition Dated: 6/4/2019

To The: TOWN **Of** HOPEDALE

For Proposed: NEW **Pole:** 3,4 **Location:** HOPE ST

Date Of Original Grant: 6/4/2019

TOWN OF HOPEDALE

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

Tel: 508-634-2203 Fax: 508-634-2200

BOARD OF SELECTMEN

Brian R. Keyes, Chair
Louis J. Arcudi, III
Glenda A. Hazard

February 25, 2021

To: Abutters
National Grid – Gabriela Ayala
Robert Leonida, Engineering Supervisor Distribution Design

==========

NOTICE

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a **Public Hearing** has been scheduled for **Monday, November 22, 2021 at 7PM,** via Zoom Meeting based upon the petition of MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC., to request permission to relocate poles, wires, cables and fixtures, including anchors, guys and other such necessary sustaining and protecting fixtures, along and across the following public way or ways:

Hope Street Street:

75 South of Existing pole 6 Dutcher St install new relocated pole 3 and 99Ft South of this newly relocated pole install new pole 4 as marked in field. See permit sketch.

Wherefore they ask that they be granted a joint relocation for and permission to erect and maintain poles, wires, cables, and fixtures to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as they must find necessary, said poles to be located substantially in accordance with the plan filed here with marked.:

MASSACHUSETTS ELECTRIC COMPANY.

Plan No. 28461542 Dated 10/25/2021

HOPEDALE BOARD OF SELECTMEN
Brian R. Keyes, Chairman

View the Zoom Link on the back of this page

Topic: Select Board Meeting
Time: 7PM

Join Zoom Meeting
https://us02web.zoom.us/j/81873864755?pwd=NU1IU1Y2dXJXNnBqU0hGRm5RODU0QT09

Meeting ID: 818 7386 4755
Passcode: 746557
One tap mobile
+13126266799,,81873864755#,,,,*746557# US (Chicago)
+16465588656,,81873864755#,,,,*746557# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Meeting ID: 818 7386 4755
Passcode: 746557
Find your local number: https://us02web.zoom.us/u/kwr5a9KXW

Hopedale/Tax Hearing
November 22, 2021

Legal Notice
Tax Classification Hearing
78 Hopedale St
Hopedale, MA
Zoom information on website
Select Board Meeting

The Hopedale Select Board will hold a public hearing at 7:10 PM on Monday, November 22, 2021, in the Draper Meeting Room of the Hopedale Town Hall at 78 Hopedale Street, Hopedale MA via ZOOM. The purpose is to receive comments on the classification of taxable real property in the town of Hopedale, and to determine the percentage of the tax levy for Fiscal Year 2022 that each class shall bear by multiple tax rate or by a single classification and single tax rate. Interested Hopedale taxpayers are encouraged to provide written or oral comments prior to or during the hearing.

Select Board Members:
Brian Keyes, Chair
Louis Arcudi III
Glenda Hazard

Fiscal Year 2022

TAX

CLASSIFICATION

HEARING

The Select Board to vote:

Tax Classification

Open Space N/A

Residential Exemption

Small Commercial Exemption

Purpose of the Classification Hearing

MGL Ch. 40 § 56 – Allows a shift in the tax burden between property classes

The statute provides a maximum allowable portion of the tax levy to be borne by the CIP Classes (Commercial, Industrial and Personal Property)

This does not change the total tax levy for the community, it simply determines the share between each class

What the Classification Hearing Does NOT Do

The Classification Hearing does not determine the tax rate for the town. It only determines the distribution.

Classification does not determine how much money can be raised.

ALLOCATING THE LEVY

Upon certification by the commissioner of Revenue that assessments represent full and fair cash values, each city or town, annually, must conduct a public hearing on the issue of whether to implement the preferential allocation aspects of the classification act.

The public hearing and decision must occur each year prior to issuing tax bills.

The key issue is to determine the share of the property tax burden to be borne by each of the classes of real and personal property. The selectmen of the town, or the city council with the approval of the mayor in a city, can decide that each class will bear taxes in proportion to the full value assessments of the class (classification factor of 1 – no shifting) or, alternatively, that any class will bear a lesser share of the tax burden. If one class receives a preferential rate, the other classes will have a higher rate and bear a higher tax burden.

The maximum amount of discount available to the preferred class is determined by establishing the minimum residential factor. The minimum residential factor is a function of calculations contained in the Classification Act and is determined by the Commissioner of Revenue.

Residential Exemption

Allows a municipality to grant a residential exemption of a dollar amount that cannot exceed 20% of the average assessed value of all residential class property. The exemption reduces, by the adopted percentage, the taxable valuation of each residential parcel that is a taxpayer's principal residence. Granting the exemption raises the residential tax rate and shifts the residential tax burden from moderately valued homes, to apartments, summer homes and higher valued homes.

Hopedale currently does not have a residential exemption

Small Commercial Exemption

A property tax classification option where a community may exempt up to 10% of the value of a Class Three, Commercial Parcel. The parcel must be occupied by small businesses of less than $1 million. In effect, the option shifts the tax burden from parcels occupied by small businesses to those occupied by other commercial and industrial taxpayers. Eligible small businesses have an average annual employment of no more than 10 persons

The exemption is for the property owner, not the small business

Hopedale currently does not have a small commercial exemption

Percentage of the FY2022 Tax Levy with a factor of 1 or 1.50

Class		Certified Full & Fair Cash Value Assessments	Percentage Full Value Shares of Total Tax Levy	New Percent Shares of Total Tax Levy (at 1.50)
Residential		$795,287,321	87.3103	80.9654
Open Space		0	0	
Commercial		$47,891,075	5.2577	7.8866
Industrial		$35,916,800	3.9431	5.9147
Personal Property		$31,779,660	3.4889	5.2334
Totals		$910,874,856	100.0000%	100.0000%

FY 2022 SINGLE RATE VS SPLIT RATE OF 1.50

Residential Values	Total Value	Parcel Count	Average Value	single rate tax amount $18.44	$1.50 split rate tax amount $17.10	difference
Single Family	$608,345,400.	1478	$411,600.	$7,590	$7,038	$552
Condo	$115,389,800.	446	$258,722.	$4,771	$4,424	$347
Two & Three Family	$44,649,200.	121	$369,002.	$6,804	$6,310	$494
Commercial Values				**$18.44**	**$27.67**	
	$46,024,400.	85	$541,464.	$9,985	$14,982	-$4,998
Industrial Values				**$18.44**	**$27.67**	
	$34,664,400.	74	$468,438.	$8,638	$12,962	-$4,324
Personal Property Values				**$18.44**	**$27.67**	
Indv/Co	$1,737,590.	100	$17,376.	$320	$481	-$160
Bus/Corp	$3,332,610.	82	$40,642.	$749	$1,125	-$375

FY 2021 SPLIT RATE – VS - FY 2022 SPLIT RATE

	FY 21 Average value	Split rate	FY22 Average value	Split rate	difference
		17.87		**17.10**	
Single Family	$375,139	$6,703	$411,600	$7,038	$335
Condo	$246,601	$4,406	$258,722	$4,424	$18
Two Family	$335,205	$5,990	$369,002	$6,310	$320
		28.80		**27.67**	
Commercial Values	$500,651	$14,418	$541,464	$14,982	$564
		28.80		**27.67**	
Industrial Values	$427,474	$12,311	$468,438	$12,962	$651
Personal Property Values		**28.80**		**27.67**	
Indv/Co	$17,998	$518	$17,376	$481	-$37
Bus/Corp	$38,992	$1,122	$40,642	$1,125	$3

	FY 2021 Residential tax rate	C I P tax rate	FY 2022 Residential tax rate	C I P tax rate
TOWNS WITH SPLIT RATES				
Bellingham	14.41	20.58		
Milford	15.98	29.69	15.39	28.44
Hopedale	17.87	28.80	17.10	27.67
TOWNS WITH SINGLE RATES				
Blackstone	18.72	18.72		
Grafton	17.18	17.18	16.88	16.88
Holliston	17.85	17.85		
Uxbridge	15.82	15.82		
Medway	17.46	17.46		
Mendon	16.79	16.79		
Upton	16.60	16.60		
Millis	19.62	19.62	18.88	18.88
Southwick	17.59	17.59		
Gardner	20.04	20.04		

LEVY LIMIT:	**$16,800,760**
TAX LEVY:	**$16,807,467**
EXCESS LEVY CAPACITY:	**$ 6,707**

Excess Levy Capacity – The difference between the levy limit and the amount of real and personal property taxes levied in any given year. Annually, the board of selectmen or city council must be informed of excess levy capacity and their acknowledgment must be submitted to DOR when setting the tax rate

Board of Assessors' Recommendation

Maintain Split Tax Rate of 1.50

Do Not Adopt:

Residential Exemption

Do Not Adopt:

Small Commercial Exemption

Select Board
Regular Meeting Minutes
October 25, 2021, 7:00 pm

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

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

Present: Board of Health, Chair Don Howes, Member Walter Swift, Member Jason MacDonald, Secretary Carol Villa
Chair Howes called the Board of Health meeting to order at 7:01PM.

Finance Committee, Chair Chris Hodgen's, Member Colleen Strapponi, Member Ken Wilson, Member Dennis Madigan, Member Elizabeth Callahan
Chair Hodgen's Called Finance Committee meeting to order at 7:02PM.

7:00 PM Joint Meeting with Board of Health & Finance Committee, 1. FY23 Solid Waste/Recycling Contract, 2. Animal Control Officer Inter Municipal Agreement Discussion

Chair Howes stated that regarding the EL Harvey Contract, he has had preliminary negotiations with the principle of the company. The Board of Health would like to renew the contract for two 1-year extensions which would end in 2024. Tentatively, there would be a 3% raise per year in these renewals. The Board of Health would also like to remove the bulk item pick up being paid for by the Town through taxes and instead have the residents using this service pay for bulk item pick up directly to EL Harvey. Chair Howes stated that the Board of Health would like to discuss actual numbers and contract agreement possibilities with EL Harvey and present it to the Select Board. Selectman Arcudi asked the Board of Health within the next two or three years to complete an analysis of if the Town residents are capable to pay for trash themselves so when the contract expires, the information will be there for new members of the Boards to reference. Chair Howes stated that there has been some discussion with joining with the Town of Upton in contract agreements, but nothing has been finalized.

Chair Howes stated that the jurisdiction for the appointment and management of the Dog Officer falls under the Board of Health as of 1995. Chair Howes stated that the Board of Health has been in conversations with a person that could potentially be the new ACO for the Town of Hopedale. This person is currently an ACO and Animal Inspector for another Town, the Town of Hopedale would share this person with one other Town if he is hired. Town Administrator Schindler stated that the Administrator from the Town Chair Howes is referencing stated that they do not wish to share this person. If the Town of Hopedale hires this person, Hopedale will not share any of the service provided by the Town.

Chair Howes stated that the Board of Health has very little interest with renewing the current ACO's appointment, the Board of Health feels that the ACO is not producing the proper paperwork and completing the tasks that goes with this position.

Town Administrator Schindler stated the current ACO is independently appointed by the Towns of Hopedale, Millville, and Blackstone. The ACO is also a part of a regional IMA for the Town of Mendon, Uxbridge, and Douglas. Town Administrator Schindler stated that the Town of Hopedale is not a part of the inter-municipal agreement for the current ACO, the Board of Health appointed him without an inter municipal agreement. Town Administrator Schindler stated that the ACO has specific responsibilities related to the capturing of stray animals, care and custody of animals, sheltering of animals, etc. There are some items such as rabies, where the ACO would work alongside an Animal Inspector, this includes the Keeper of Animal Permits. Schindler stated that the Board of Health informed her that the ACO was an employee for another Town while working for the Town of Hopedale. The Town of Hopedale has been utilizing the services from the regional IMA without contributing monetarily for years. The Town of Uxbridge, through its Police Chief Montminy, has informed Schindler that if the Town of Hopedale is not a part of the IMA, then we can no longer utilize the services. Town Administrator Schindler stated that recreating the current situation with another ACO is not beneficial to the Town and will not correct the Board of Health's concerns regarding the current ACO. Schindler stated the best form of action would be to become a part of the regional IMA, which is offering a robust staffing plan of two full-time ACO's, two part-time ACO's, administration, sheltering, equipment, and services. The Town would bring in more money because the licensing and fines would be administered. Schindler stated that the current ACO has informed the Board of Health for the past year that he does not have the capacity to complete the licensing/fines because he is stretched so thin. The IMA program is estimated to cost $24,000 annually, in licensing the Town currently collects $15,000 without pursing late licenses. Chair Howes stated that he disagrees with Town Administrator Schindler's recommendation.

Selectman Arcudi stated that the points Town Administrator Schindler are valid, and the Board of Health should take the information she has provided into account. However, it is the Board of Health's decision to make.

Chair Howes stated that the Board of Health is aware of the current ACO's statements regarding needing assistance. Chair Howes stated the Board of Health stands by their decision to continue conversations and possibly hire the person that is the ACO and Animal Inspector for another Town. Howes stated that this avenue is costly by comparison to what the Town is currently paying for, but the Board of Health does not have a number of what it costs. Chair Keyes asked Chair Howes to provide the Finance Committee with the contract so they can review and provide a recommendation. Chair Howes stated that the Board of Health will need to meet twice in November to work this out.

Town Administrator Schindler stated Chief Montminy has asked the Town of Hopedale decide before January 1, 2022, regarding if Hopedale will join the IMA. If Hopedale decides to join the IMA, the pricing for the other towns involved will change. Chief Montminy was hoping to put the IMA in place by January 1, 2022.

Chief Giovanella stated that the Police Department is the direct department for receiving and dealing with animal control calls. Chief Giovanella stated that he is willing to sit in on the Board of Health meetings regarding the ACO decision. Chief Giovanella stated that there are certain aspects that the Police Department is looking for regarding the ACO and support.

Walter Swift moved to adjourn the Board of Health meeting. Jason MacDonald seconded the motion. Swift – Aye, MacDonald – Aye, Howes – Aye

Colleen Strapponi moved to adjourn the Finance Committee meeting. Elizabeth Callahan seconded the motion.
Strapponi – Aye, Callahan – Aye, Wilson – Aye, Madigan – Aye, Hodgen's – Aye

Consent Items
Approval of October 12, 2021 Regular Minutes, Approval of October 14, 2021 Regular Minutes

Selectman Arcudi moved to accept the October 12, 2021 and October 14, 2021 Regular Minutes. Selectwoman Hazard seconded the motion.
Arcudi – Aye, Hazard – Aye, Keyes – Aye

Selectman Arcudi moved the appointment of Stephen Johnson as the Assistant Building Commissioner, effective immediately to discussion prior to accepting the Rural and Small-Town Grant Program. Selectwoman Hazard seconded the motion.

Tim Aicardi, Building Commissioner stated the position is called Assistant Building Inspector. Building Commissioner Aicardi shared some information regarding Stephen Johnson and recommended Stephen for this position. Stephen is currently the Assistant Building Commissioner for the Town of Bellingham.

Selectwoman Hazard moved to accept the appointment of Stephen Johnson as the Assistant Building Inspector, effective immediately for a 1-year term. Selectman Arcudi seconded the motion.
Arcudi – Aye, Hazard – Aye, Keyes – Aye

Accept the Rural and Small-Town Grant Program Award of $75,000 from the Department of Housing and Community Development (DHCD)

Town Administrator Schindler stated that she believes this grant award has been publicly disclosed because she received a letter dated October 21, 2021 the contact. Schindler stated that the contact informed her that the Town can not commission a press release because it is embargoed. The Town applied for a traffic violation and circulation study for the village center, primarily to focus on the redevelopment of the village center and to deal with the current traffic and circulation issues. The Select Board thanked Town Administrator Schindler for the hard work that was put into obtaining this grant award.

Selectwoman Hazard moved to accept the Rural and Small-Town Grant Award of $75,000 from the Department of Housing and Community Development. Selectman Arcudi seconded the motion.
Hazard – Aye, Arcudi – Aye, Keyes – Aye

New Business
Adopt FY23 Budget Calendar for distribution
Town Administrator Schindler shared the proposed budget calendar with the Select Board. Schindler stated that the budget calendar is a standard practice that many Town's use and she will share the proposed budget calendar with the Finance Committee and apply the Committees feedback to updating the calendar.

Public and Board Member Comments (votes will not be taken)
Selectwoman Hazard stated that she was grateful to be a part of the Abby Lawrence Tribute. Chair Keyes and Selectman Arcudi echoed her sentiments.

Chair Keyes stated that it was brought to his attention by some residents that after a joint meeting the Select Board had with the Water Sewer Commission, the Water Sewer Commissioner's discussed West St and the Railroad. Chair Keyes felt that these topics and comments should have been made while the Select Board was in the joint meeting so there could have been a discussion and that the correct information could have been provided to the Water Sewer Commission and the residents. Chair Keyes thanked Town Administrator Schindler for correcting incorrect comments during the Water Sewer Commission's meeting when she was able to. Chair Keyes stated that spreading misinformation is detrimental to the Town.

Requests for Future Agenda Items:
Update regarding Draper Falls Redevelopment with Worcester Business Community Development (WBCD) and CMRPC (Date to be Determined), Tax Classification Hearing (Proposed for 11/22)

Selectman Arcudi requested to have a joint meeting with the Water Sewer Commission to discuss what Chair Keyes had touched on earlier in this meeting.

Administrator Updates (In Packet)
Schindler shared the administrator updates excel sheet regarding ongoing Town projects. She stated that she will share this with Department Heads as well.

Chair Keyes stated that the executive session will be passed over tonight.
Selectman Arcudi moved to pass over executive session. Chair Keyes seconded the motion.
Arcudi – Aye, Keyes – Aye

Executive Session:
In accordance with G.L. c. 30A, §21(a)(3) (Purpose #3), to discuss strategy with respect to collective bargaining and litigation that an open meeting may have a detrimental effect on the bargaining and litigation position of the public body and the chair so declares, which he does. **(Clerical, DPW, Dispatch Units, DLR Case No. JLM-21-8830).**

Selectman Arcudi moved to adjourn the regular meeting. Chair Keyes seconded the motion.
Arcudi – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 8:53PM

Submitted by:
__*Lindsay Mercier*_____
Lindsay Mercier, Executive Assistant
Adopted: _____

Select Board
Regular Meeting Minutes
November 8, 2021, 6:30 pm

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

6:30 pm Joint Meeting with Water/Sewer Commission

Executive Session: Select Board and Water/Sewer Commission
In accordance with G.L. c. 30A, §21(a)(3) (Purpose #3), to discuss strategy with respect to litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares, which he does. Re: PFAS Litigation, Attorney Ken Sansone, SL Environmental; West Street Settlement Agreement, Attorney Brian Riley.

Board will return to Open Meeting at 7:30 pm

Chair Keyes called the meeting to order at 7:45PM.

Consent Items
Approve October 25, 2021 Regular Minutes
This item will be passed over because the regular meeting minutes for October 25, 2021 were not presented prior to this meeting.

Selectman Arcudi moved to pass over this agenda item. Selectwoman Hazard seconded the motion
Arcudi – Aye, Hazard – Aye, Keyes – Aye

Approve Accounts Payable (A/P) and Payroll (P/R) warrants issued prior to this meeting and duly authorized according to Vendor & Warrant Signature Policy, Adopted 11-10-2016 since June 22, 2020
Town Administrator Schindler stated that this was recommended by the Auditor and the Accountant. In previous years, the warrants would be approved as a consent item. Schindler stated that all of the warrants are legitimate and have been signed however, it is the recommendation of the Auditor and Accountant to acknowledge the warrants in Select Board Meetings. Town Administrator Schindler stated that the Town has been following the policy that was put in place for DocuSign. A warrant can be approved by the Town Administrator and one Select Board member signatures, the checks are then released. However, the DocuSign continues to request signatures for the rest of the Select Board

Selectman Arcudi moved to approve accounts payable (A/P) and Payroll (P/R) warrants issued prior to this meeting and duly authorized according to Vendor & Warrant Signature Policy, Adopted 11-10-2016 since June 22, 2020. Selectwoman Hazard seconded the motion
Arcudi – Aye, Hazard – Aye, Keyes – Aye

Approve A/P Warrant #22-10, $650,847.59, 11/4/21
Approve P/R Warrant #22-10, $807,934.16, 11/4/21
Town Administrator Schindler stated that these are the A/P and P/R warrants from last week that were processed. Schindler stated that the warrant will still get processed and checks released with the Town Administrators and one Select Board member's signature. Selectman Arcudi and Selectwoman Hazard asked Town Administrator Schindler to confirm with the Auditor and Accountant if these items should be in correspondence since they have already been approved. Schindler stated she will follow up with the Auditor and Accountant and for now, these items should be passed over.
Selectwoman Hazard moved to pass over approving A/P Warrant #22-10, $650,847.59, 11/4/21 and P/R Warrant #22-10, $807,934.16, 11/4/21. Selectman Arcudi seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Appointments and Resignations
Appointment of Brian Bujold to the Hopedale Police Department as a Part-Time Dispatcher
Chair Keyes read the letter provided by Police Chief Giovanella.

Selectwoman Hazard moved to appoint Brian Bujold to the Hopedale Police Department as a Part-Time Dispatcher., effective immediately. Selectman Arcudi seconded the motion.
Hazard – Aye, Arcudi – Aye, Keyes – Aye

Resignation of Call Firefighter Brandon Blaisdell from the Hopedale Fire Department
Chair Keyes read the resignation letter provided by Fire Chief Daige and the resignation letter provided by Brandon Blaisdell.

Selectman Arcudi moved to accept the resignation of Call Firefighter Brandon Blaisdell from the Hopedale Fire Department, effective immediately. Selectwoman Hazard seconded the motion.
Arcudi – Aye, Hazard – Aye, Keyes – Aye

New Business
Sign Legal Services Agreement with SL Environmental
Chair Keyes stated that this item will be passed over at tonight's meeting. This is not a reflection of the outcome of the executive session meeting that took place earlier, the decision to pass over this item is due to allowing the Select Board members to review the agreement prior to making a decision. The decision will be made at an upcoming meeting.

Selectwoman Hazard moved to pass over the signing of the Legal Services Agreement with SL Environmental. Selectman Arcudi seconded the motion.
Arcudi – Aye, Hazard – Aye, Keyes – Aye

Host Community Agreement (HCA) Request and Discussion (former Green Mountain Chocolate location), Kevin MacConnell, Blackstone Valley Naturals, LLC.
Kevin MacConnell stated that he and his business partner, Tim Phillips, are the owners of Blackstone Valley Naturals, LLC in Uxbridge. This is an active cultivation manufacturing facility. They have been cultivating cannabis since February 2020 and have been selling since July 2020. Recently, Blackstone Valley Naturals has obtained a building on 1 Rosenfeld Drive in Hopedale. MacConnell stated that they are hoping to move their active cannabis license into the Hopedale community into the building they have acquired. MacConnell confirmed that this will be a move from Uxbridge to Hopedale, instead of an expansion due to the fact that their business has a micro business license, meaning they are not currently allowed to expand or have other facilities. MacConnell stated that if approved, once their license has been moved to the new address, they can immediately begin cultivating and generating revenue for the Town.

Public and Board Member Comments (votes will not be taken)
Selectwoman Hazard thanked all those involved in planting the tree dedicated to her father. Selectman Arcudi took a moment to honor Tommy Haynes, who recently passed away. Selectman Arcudi also took a moment to Honor Dr. Morin, who recently passed away. Chair Keyes congratulated all of the Hopedale sports teams.

Correspondence and Selectmen Informational Items (votes will not be taken)
Veteran's Day Ceremony at the Hopedale Community House, Wednesday, November 10, 2021 at 9AM (Rain or Shine)

Requests for Future Agenda Items:
Joint Meeting with Board of Health re ACO Program, 12/13/21
Selectman Arcudi asked for a once a month finance update from the Finance Committee or a monthly joint meeting with the Select Board and Finance Committee.

Chair Keyes read the paragraph below pertaining to executive session.
Selectman Arcudi moved to enter executive session. Selectwoman Hazard seconded the motion.
Arcudi – Aye, Hazard – Aye, Keyes – Aye

Executive Session:
In accordance with G.L. c. 30A, §21(a)(3) (Purpose #3), to discuss strategy with respect to collective bargaining and litigation that an open meeting may have a detrimental effect on the bargaining and litigation position of the public body and the chair so declares, which he does. (CB; Clerical and DPW Units, DLR Case No. JLM-21-8830: Litigation; West Street, Attorney Brian Riley).

Submitted by:
__*Lindsay Mercier*_____
Lindsay Mercier, Executive Assistant
Adopted: _____

Hopedale Fire/Police Gobble Wobble 5k
Hopedale Ma 01747

Race Directors
Jarrod Taranto FD
Ryan White FD

Race Committee
Jeff Cote FD
Jennifer Richards FD
Kristin Krauss FD
Dave Shearns FD
Peter Schrafft FD
Mario Sousa PD

Board of Selectmen,

On behalf of the Gobble Wobble Committee, we would like to ask permission to do our annual **Gobble Wobble race** on **November 25, 2021.** This race helps to raise money for both Fire and Police associations to help aid in purchasing fire/police equipment as well as school scholarships. The race will start at 8am in front of the Fire house and continue down Dutcher Street and turn near the bath house and continue up the blue trail. The race will continue down the blue trail and come out onto Freedom Street where participants will head towards the fire house. The race will continue up Freedom Street and take a right onto Hopedale Street. From there the participants will then turn left onto Social Street then taken a left back onto Dutcher where the race will be completed. We expect participants to start arriving around 6:30-7am for registration and refreshments, coffee, bagels, juice etc... The Police department will be aiding in traffic control to ensure the safety of the participants. This is a great event for both the departments as well as the community. Every year we have been able to show an increase in runners from not only ours but surrounding communities. We have also been working with the board of health and chief Daige on new Covid-19 protocols to ensure that all participants will be safe while at the event. Please let us know if you have any questions or concerns regarding this event. We look forward from hearing from you.

_____

Jarrod Taranto
Race Director

From: Mitchell Delorenzo
To: Lindsay Mercier
Cc: Joyce Law
Subject: Gobble Wobble
Date: Tuesday, November 16, 2021 8:24:46 AM

Lindsay

Good morning! I wanted to check in to see if we could use one or a couple of restrooms
For the Gobble Wobble race. We'd be happy to donate these , in both the spirit of the Thanksgiving Holiday and also because we've very much appreciated the business you've given us/the fact that you use us for service.

Let us know as I know we are fast approaching
Thanks

Mitchell DeLorenzo
Regional Restrooms
Direct: 860-874-8191
Office: 508-936-3900

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

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

Board of Selectmen
Robert P. Burns
Thomas A. Wesley
Louis J. Arcudi, III

Town Administrator
Steven A. Sette

BOARD OF SELECTMEN
Regular Minutes
Thursday, November 10, 2016

Chairman Burns called the meeting of the Board of Selectmen to order at 5:00 p.m. in the Draper Room at Town Hall.

Present: Chair Robert Burns, Selectman Louis Arcudi, Town Administrator Steven Sette, Executive Assistant Susan Brouwer, members of the public and Videographer Jeffrey Ellis. Selectman Thomas Wesley was absent

Chairman Burns began the meeting with the Pledge of Allegiance

Public Comment on Agenda Items

Consent Items

1. Approval of October 13, 2016 Regular Minutes

MSDV to approve of October 13, 2016 Regular Minutes
Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

Appointments and Resignations

1. Appointment of a Dog Hearing Officer

Administrator Sette said there is a potential conflict on a dog hearing that needs to be held and after speaking with Town Counsel the best thing for the Town to do is to have the Board of Selectmen sit as the hearing authority as they have power by statute. Steve recommends that the Board of Selectmen sit as the hearing authority for this case and going forward appoint the Chair of the Board of Health (BOH) as the official Dog Hearing Officer. Selectman Arcudi responded that a motion could be made going forward the Board of Health Chair would act at the Dog Hearing Officer.

Selectman Arcudi made the following motion ***"Motion to appoint the BOH Chair as the Dog Hearing Officer with the exception of this particular meeting".***

Discussion: Administrator Sette recommended assigning the role of Dog Hearing Officer to the BOH Chair not a person as the Board of Health Chair changes.

Point of order: by Selectman Arcudi wants the Board of Selectmen to hold the hearing as soon as possible and put together the proper paperwork making a recommendation for next week.

a) Chair Burns clarified Selectman Arcudi's motion breaking the motion down into (2)

motions; seconding ***"Motion to appoint the Chair of the BOH as the Dog Hearing Officer".***

Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

b) Selectman Arcudi stated because of a conflict of interest with the Dog Hearing Officer the role reverts back to the Board of Selectmen and *Selectman Arcudi made the following motion* " **Motion to hold a dog hearing as quickly as possible and as soon as next week".** The motion was seconded by Chair Burns.

MSDV Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

New Business

1. Planning Board Chair Brian Keyes – Discussion and Vote to Support S. Main Street Commercial Zoning Article – November 22, 2016 STM Warrant

Chairman Burns referred to Planning Board Chair Brian Keyes who informed members that he has maps of the area as a reference; he then gave an explanation of the STM warrant article stating the Planning Board held a public hearing on November 2 to consider amending the zoning by-laws by rezoning certain parcels of land along both sides of South Main Street (Route 140) from residential to commercial use as General Business –A. Mr. Keyes advised he recused himself from participating in the hearing and the vote because his property is located within the abutting radius. At the close of the public hearing, the Planning Board voted unanimously 3-0 to approve the recommendation to the Board of Selectman. Selectman Arcudi asked if there were any concerns shared at the public hearing that may come before the town meeting. Chairman Keyes responded questions were asked as to the types of development that could go in if the zoning passes. Mr. Keyes advised small to medium size businesses could go in but that larger retail stores would not fit on the parcels. In future years, the planning board visions the area being more developed with the road probably doubling in size and becoming more attractive on both sides for small and medium size businesses to open. He continued that many of the properties are nonconforming residential lots today. The rezoning will allow property owners the opportunity to sell at a premium; advising the area may not be a desirable residential district down the road. Selectmen had no objection to placing the article before town meeting for a vote.

MSDV to support placing the S. Main Street Commercial Zoning Article on the STM Warrant
Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

2. Rockwell Automation, Inc. donation of 161 Freedom Street Property - November 22, 2016 STM Warrant

Administrator Sette said he provided information from KP Law to the Board regarding acquisition of 161 Freedom Street, which is also known as the old dump. Mr. Sette advised there is an article on the STM warrant to accept the property donation and if approved, Rockwell Automation, Inc. would deed said property to the Town. The site is approximately 28.3 acres and includes the Draper Fields; capped landfill and surrounding area. The property is subject to certain Activity and Use Limitations (AUL) that has been recorded with the Worcester Registry of Deeds. Rockwell will be required under AUL to continue to monitor the environmental condition of the property. Administrator Sette said what Town Meeting will do is allow the Board of Selectmen to enter into a donation agreement, which will permit the Board to move forward in negotiating a donation agreement with Rockwell Automation, Inc. If this article passes, the Board may want to consider other items such as the monitoring; which is now set at 30 years. Town Counsel has

made some additional recommendations which will be considered as part of the donation agreement.

Administrator Sette is asking that the Board to support putting this article on the STM warrant noting that the article will only allow the Board of Selectmen to enter into a donation agreement. The article will not to determine who will oversee the property uses. The Board held a brief discussion.

MSDV to support placing the Rockwell Automation, Inc. donation agreement article (61 Freedom Street) on the STM Warrant
Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

3. Vote to Close November 22, 2016 Special Town Meeting Warrant

MSDV to close the November 22, 2016 STM Warrant
Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

Administrator Sette reviewed the Town Meeting Warrant for public information.

4. Discuss a Policy for Signing of Weekly Vendor and Bi-Weekly Payroll Warrants
Administrator Sette provided a policy for signing vendor and payroll warrants. The policy states that the Town Administrator and one member of the Board of Selectmen will sign off on the weekly warrants. Administrator Sette reviewed language in the Governor's Municipal Modernization Act that took effect on November 7, advising the bills and warrants would then be reported to the Board at the next meeting by the signatory. This item will be listed as a Consent Item. The member would state that the warrant or invoice was reviewed and either denied or approved for payment.

MSDV to adopt policy for signing vendor and payroll warrants having one board member and the Town Administrator as mandated by Municipal Modernization Act. The Board did not appoint one individual member.
Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

Old Business

1. Vote to approve Remote Participation Policy
   Administrator Sette said back in May the Board reviewed the M.G.L. Remote Participation Law. At that time Steve was asked to draft Remote Participation Policy for the Board to adopt. Mr. Sette is recommended the Board adopt the following policy;

   - *Minimum Requirements for Remote Participation.*
     (a) Members of a public body who participate remotely and all persons present at the meeting location shall be clearly audible to each other;
     (b) A quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location, as required by M.G.L. c. 30A, sec 20(d);
     (c) Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of M.G.L. c. 39, sec. 23D.

   - *Permissible Reasons for Remote Participation. If remote participation has been adopted in accordance with 940 CMR 29.10(2), a member of a public body shall be permitted to participate remotely in a meeting, in accordance with the procedures described in 940 CMR 29.10(7), if the chair or, in the chair's absence, the person chairing the meeting, determines that one or more of the following factors makes the member's physical attendance unreasonably difficult:*

(a) Personal illness;
(b) Personal disability;
(c) Emergency;
(d) Military service; or
(e) Geographic distance

1. *Technology*
(a)The following media are acceptable methods for remote participation. Remote participation by any other means is not permitted. Accommodations shall be made for any public body member who requires TTY service, video relay service, or other form of adaptive telecommunications.
(i) telephone, internet, or satellite enabled audio or video conferencing;
(ii) any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another.
(b) When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.
(c) The public body shall determine which of the acceptable methods may be used by its members.
(d) The chair or, in the chair's absence, the person chairing the meeting, may decide how to address technical difficulties that arise as a result of utilizing remote participation, but is encouraged, wherever possible, to suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred shall be noted in the meeting minutes.
(e) The amount and source of payment for any costs associated with remote participation shall be determined by the applicable adopting entity identified in 940 CMR 29.10(2).

- *Procedures for Remote Participation.*
(a) Any member of a public body who wishes to participate remotely shall, as soon as reasonably possible prior to a meeting, notify the chair or, in the chair's absence, the person chairing the meeting, of his or her desire to do so and the reason for and facts supporting his or her request.
(b) At the start of the meeting, the chair shall announce the name of any member who will be participating remotely and the reason under 940 CMR 29.10(5) for his or her remote participation. This information shall also be recorded in the meeting minutes.
(c) All votes taken during any meeting in which a member participates remotely shall be by roll call vote.
(d) A member participating remotely may participate in an executive session, but shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by a simple majority vote of the public body.
(e) When feasible, the chair or, in the chair's absence, the person chairing the meeting, shall distribute to remote participants, in advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall be part of the official record of the meeting, and shall be listed in the meeting minutes and retained in accordance with M.G.L. c. 30A, sec. 22

MSDV to approve Remote Participation Policy. The Board asked that Administrator Sette share the policy with other boards and committees so they can participate remotely and to place this on the website.
Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

2. Draft Policy for Issuing Liquor Licenses and Violations
Administrator Sette stated that Susan provided you with draft policy from another community. This policy is a draft and Mr. Sette recommends the board review the language and members have any recommended changes please forward to Susan. The item will be placed on the next agenda under old business for adoption by the Board. Both members stated they want a full board present for adoption.

Public and Board Member Comments

1. Chair Burns acknowledged Veterans Day; thanking all who have served and continue to serve our country.

Correspondence and Selectmen Informational Items

1. Annual License Renewal Schedule

Requests for Future Agenda Items

1. None

Administrator News

1. Regional Substance and Navigational Program

Administrator Sette referred to an article that was recently published in the Milford Daily News regarding grants to deal with the opioid crisis. There is an opioid task force that meets monthly in Town. The grant will help with outreach in the schools. The focus will be that once a person is identified as having an issue, the grant will provide support to the families. The Friends of Historic Hopedale (FOHH) has offered to make a donation to this program.

2. Board of Assessors is looking to hold a Tax Classification Hearing. Administrator Sette is recommending holding it on the same night as Town Meeting at 6:00 p.m.
3. Letter from a resident recognizing the response from Police and Fire Departments and their handling of a child. The resident stated the departments played a role in saving the child's life.
4. Annual MMA Meeting and Trade Show taking place on January 20 & 21. Please let us know if you wish to attend.

Adjournment

With no further business before them the board adjourned their regular meeting at 6:05 p.m. not to return to open session.
Chairman Burns – Aye; Selectman Arcudi – Aye; Selectman Thomas Wesley– Absent

Robert P. Burns

Thomas A. Wesley

Louis J. Arcudi, III

Hopedale Board of Selectmen
* MSDV - Moved, Seconded, Discussed and Voted
**RCV - Roll Call Vote

Jarrod Taranto

263 South Main St.

Hopedale Ma, 01747

11/16/2021

Chief Daige,

Hopedale fire Department

40 Dutcher Street

Hopedale Ma, 01747

Chief Daige

Plese accept this letter as my formal **resignation** from my position as **Full/Time FF-Paramedic** position at **Hopedale Fire Department.** My Last day will be on **Tuesday November 30, 2021.**

I would like to personally thank you for giving me the opportunity at Hopedale Fire Department. When I started my journey 8 years ago as a call firefighter you were and still are one of the reasons why I have a passion and love for this job. I have enjoyed my time here and I am thankful for all the opportunities you have given me. However, an opportunity has arisen that I believe is best for me and my family at this time.

I have accepted a position at Hopkinton Fire Department. There I will be working with more personal per groups and better benefits along with higher competitive wages.

I would like you to consider allowing me to stay as a call/FF on the department. I feel that with my years of experience and knowledge of both the department and town it would be beneficial to the community and the current members.

Sincerely,

Jarrod Taranto

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

Select Board
Town Hall Office
78 Hopedale Street
Hopedale MA 01747

November 17th, 2021

Re: Resignation of Full-Time Firefighter Jarrod Taranto

Mr. Chairman,

Please see the attached letter of resignation (attached) of full-time Firefighter/Paramedic Jarrod Taranto effective November 30th, 2021.

Mr. Taranto has accepted a full-time position with the Hopkinton Fire Department and he will be starting there in December. Mr. Taranto has been a member of our department for seven years, he was appointed as a Call Firefighter in 2014, he was promoted to Call Fire Lieutenant in 2017 and was appointed as full-time Firefighter in 2018.

As it states in his letter, Mr. Taranto wishes to remain a member our department as a Call Firefighter/Paramedic, which I am strongly in favor of.

Respectfully,

Thomas Daige
Fire Chief

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

Select Board
Town Hall Office
78 Hopedale Street
Hopedale MA 01747

November 17th, 2021

Re: Provisional Full-Time Appointment

Mr. Chairman,

The recent resignation of full-time Firefighter/Paramedic Jarrod Taranto creates a third open shift within the fire department, adding to other shifts being open due to a member currently being in the Massachusetts Firefighting Academy and another who is out with an injury. The open shifts created by the three previously mentioned reasons, in addition to members using vacation, personal, sick, training and military leave time is a recipe for disaster when it comes to members trying to fill all of the open shifts and work their own shifts as well. Fatigued Firefighter's and EMS providers are an extreme risk for serious injury, up to and including death, to both the people we swear to protect and themselves. To try to alleviate the burn-out of the members of the department, I would like to recommend that the Board appoint a Provisional Full-Time Firefighter/EMT to fill the shift left vacant by Mr. Taranto.

Call Firefighter/EMT Jennifer Richard has been a member of our Call Department for almost two years and has risen to the challenge of the required time and effort it takes to become proficient in the craft of Firefighting and being an EMS provider. Ms. Richard continuously steps up to take open full-time shifts that get offered to the Call Department members. I believe Ms. Richard would be a great addition to our full-time staff as all the full-time members are very familiar with her having worked with over the past few months when she has filled shifts. Ms. Richard and I have spoken at length regarding this employment possibility, and she is willing to take on this role of filling in until a permanent replacement can be established.

If appointed, Ms. Richard would begin as a Step 1 Firefighter/EMT within the current collective bargaining agreement between the Union and the Town, earning paid time-off as well as being eligible for overtime.

I strongly recommend the Board appoint Jennifer Richard to the position of Provisional Full-Time Firefighter/EMT affective December 6th, 2021.

Respectfully,

Thomas Daige
Fire chief

UFASI
UNIBANK FISCAL ADVISORY SERVICES, INC.
A SUBSIDIARY OF UniBANK

MUNICIPAL NOTE SALE INFORMATION

Issuer: Town of Hopedale, MA
Amount: $996,943.00
Dated: 12/10/2021
Due: 12/9/2022
Contact Name: Stephanie L'Etalien
Title: Treasurer
Phone: (508) 634-2203 x 218

Sale Information
Day: Tuesday
Date: November 16, 2021
Time: 11:00 AM

Type:
BAN

Bank Qualified:
Yes 2018, 2019, 2020, 2021

NEW: $290,000.00
RENEWAL: $706,943.00

Tax Status:
TAX-EXEMPT

Paying Agent:
UniBank For Savings

Disclosure:
No

Project Description:
Municipal Purpose Loan

Certification:
Bureau

Award Basis:
Lowest NIC

Legal Opinion:
No

Right to Prepay:
No

Interest Basis:
30/360
No. Of Days: 359

CUSIP:
Optional

Rating:
Note:
Current Bond:

Bid Basis:
Par/Premium X
Minimum Premium:

Bid Limits:
All or none X Split ___
Minimum Amount:

Additional Info:

Bid Specifics:
Registered or DTC Book-Entry

RESULTS

BIDDER	AMOUNT	RATE	DATE/TIME	PREMIUM	NIC	AWARD	REOFFER
UniBank For Savings	ALL	.450%	11/16/2021 08:42 AM	$0.00	.450000	$996,943.00	NRO
Newburyport Five Cents Savings Bank	ALL	.490%	11/16/2021 08:20 AM	$0.00	.490000		

*=Underwriter

UniBank Fiscal Advisory Services, Inc. (UFASI) is a subsidiary of UniBank for Savings (UniBank) and any bid submitted by UniBank is in keeping with its own investment goals and is not submitted by or on behalf of UFASI.

If a bidder on the Notes intends to reoffer the Notes to the public, such bidder agrees, by submitting a bid, to abide by the so-called "hold the price" rule under the United States Treasury Department's Issue Price Regulations that became effective on June 7, 2017.

To the best of the issuer's knowledge and belief, interest on the Notes is excluded from gross income for Federal income tax purposes, and interest on the notes is also exempt from Massachusetts personal income taxes. The issuer expects to designate the notes as "qualified tax-exempt obligations" for Federal income tax purposes. It should be noted, however, that the issuer has not engaged the services of bond counsel or any other counsel to render a legal opinion with respect to the treatment for Federal or Massachusetts income tax purposes of interest on the Notes.

UFASI
UNIBANK FISCAL ADVISORY SERVICES, INC.
A SUBSIDIARY OF UNIBANK

Municipality: Town of Hopedale
Stephanie L'Etalien, Treasurer
P.O. Box 7, 78 Hopedale St.
Hopedale, MA 01747

Issue Dated: December 10, 2021

Special Instructions: 30/360 (359/360)

Purpose: Bond Anticipation Note - Municipal Purpose Loan

Due Date	*Paying Agent*	*Purchaser*	*Interest Rate*	*Principal*	*Interest*	*Total*
12/9/2022	UniBank For Savings	UniBank For Savings	0.450	$996,943.00	$4,473.78	$1,001,416.78
	Total			$996,943.00	$4,473.78	$1,001,416.78

*This notice is to remind you that the **paying agent** should be provided with good funds on or before the due date. **All funds must be received by 12:00 p.m.** In the event that your check has been forwarded or you have authorized us to charge your account, please disregard this reminder. If you have any questions, please call the Financial Advisory Office at 1-(800)-678-1635.*

49 Church Street, Whitinsville, MA 01588
508.234.8112 | Fax: 508.234.1938 | UFASI.com

Municipal Purpose Loan

Town of Hopedale

This attachement must be included with all Municipal Purpose Loans issued through the State House Note Program.
(A municpal purpose loan is one which combines two or more authorizations for different purposes in one loan.)

Date	Article #	Purpose	Amount Authorized	Previous New Issues	Paydowns This Issue	This Issue New	This Issue Renewal	Unissued Balance
6/19/2018	4	School Buses	$225,000.00	$225,000.00	$28,000.00	$0.00	$197,000.00	$0.00
6/19/2018	4	Departmental Equipment	$1,025,000.00	$1,025,000.00	$18,750.00	$0.00	$131,250.00	$0.00
5/21/2019	22	Stormwater	$100,000.00	$100,000.00	$4,000.00	$0.00	$96,000.00	$0.00
10/24/2020	2	Street Lights	$282,693.00	$282,693.00	$0.00	$0.00	$282,693.00	$0.00
10/16/2021	7	Leaf-Vac Machine	$218,000.00	$0.00	$0.00	$218,000.00	$0.00	$0.00
10/16/2021	8	Dump Truck	$72,000.00	$0.00	$0.00	$72,000.00	$0.00	$0.00

Totals			$1,922,693.00	$1,632,693.00	$50,750.00	$290,000.00	$706,943.00	$0.00
Carry these figures over to the Clerk/Secretary's Certificate			Must Equal Line 3	Must Equal Line 4	Must Equal Line 5	Total of these columns must equal line 6		Must equal Line 7

Note: Amount Authorized minus Previous New Issues minus This Issue New will equal Unissued Balance.

(Revised: May 1997)

LEGAL SERVICES AGREEMENT

I. INTRODUCTION

A. RECITALS.

1. This Legal Services Agreement ("LSA" or "Agreement") is made by and among the Town of Hopdale (the "Town"), SL Environmental Law Group PC (SL), Kennedy & Madonna LLP (K&M), Douglas and London, P.C. (D&L), Kelley Drye & Warren, LLP (KD&W), Taft Stettinius & Hollister, LLP (Taft), and Levin Papantonio Rafferty Proctor Buchanan O'Brien Barr Mougey, P.A. (Levin Papantonio). SL, K&M, D&L, DK&W, Taft, and Levin Papantonio are collectively referred to as the "Firms." The Firms and the Town are collectively referred to as the "Parties."

2. The purpose of this LSA is (i) to enter into an attorney-client relationship between the Town and the Firms for the purpose of investigating and assessing potential claims arising out of the presence of per- and polyfluoroalkyl substances ("PFAS") contaminants in water supply wells affecting the Town's water systems; and (ii) to provide for the terms and conditions for the representation of the Town in any civil action that may be filed in one or more state trial courts or the United States Town Court ("Legal Action").

3. This Agreement is required by California Business and Professions Code section 6147 and other applicable state laws, regulations or rules relating to contingent fee agreements and is intended to fulfill the requirements that contingent fee agreements be in writing.

II. INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS

A. PRE-LITIGATION SCOPE OF SERVICES.

1. ***Contaminants.*** The Town has detected the presence of several PFAS compounds (the "Contaminants" or "Contamination") during testing of groundwater wells. The engineering, construction, operation and maintenance of systems to treat contamination in affected wells will result in significant financial costs to the Town.

2. ***Investigation.*** The Town has retained the Firms to assist it in investigating the presence of the Contaminants throughout its systems and potential sources of the Contamination, evaluating the potential to recover the costs associated with the Contamination, providing legal advice associated with potential causes of action that could be asserted against responsible parties, and representing the Town in any Legal Action against parties potentially responsible for the Contamination.

B. PRE-LITIGATION COSTS AND FEES.

1. ***The Town.*** All pre-litigation costs associated with water sampling, laboratory testing and engineering expenses incurred in the ordinary course of operations shall be paid directly by the Town.

2. ***The Firms.*** All costs and fees incurred by the Firms during any pre-litigation investigation shall be paid directly by the Firms.

3. ***Recovery of Pre-Litigation Costs and Fees.*** Nothing contained herein should be interpreted to preclude seeking recovery of such fees and costs incurred by any Party as part of any Legal Action that may be filed pursuant to this Agreement. In addition, if the Firms file any Legal Action, the Firms may use the time incurred for any investigation contemplated herein to support the reasonableness of this Agreement.

C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS.

The Town is retaining the Firms, not any particular attorney, and attorney services to be provided to the Town shall not necessarily be performed by any particular attorney.

D. DESIGNATION.

The Firms and the Town will designate specific points of contact to coordinate various stages of investigation and litigation. These designations are intended to establish a clear line of communication and to minimize potential uncertainty, but not to preclude communication between the Town and the Firms.

III. LITIGATION SERVICES

A. LITIGATION SERVICES TO BE PROVIDED.

1. ***Inclusions.*** It is the intent of the Parties that the Firms shall represent the Town in a one or more civil actions for damages in one or more state trial courts and/or the United States Town Court as well as in any proceeding by writ or appeal related to that action. The legal services to be provided by the Firms consist of representation of the Town with respect to:

a. The contamination of drinking water supplies by the Contaminants or other contaminants identified during the investigation stage described in Section II of this Agreement, as approved by the Town and the Firms.

b. Claims and/or actions for damages sustained by the Town as a result of, among other things, actual or threatened conduct relating to contamination of groundwater, the loss of use of groundwater, the impairment of water rights, the replacement of drinking water supplies, and any past, present, and future costs incurred to construct and maintain systems that can remove the Contaminants from drinking water, groundwater and/or soil, and any related appeals in such actions.

2. ***Retention; Filing of Legal Action.*** The filing of any Legal Action pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating the Town to retain the Firms in connection with any Legal Action or obligating the Firms to file a Legal Action or any appeal on behalf of the Town.

B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

1. ***Exclusions.*** Legal services that are not to be provided by the Firms under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any administrative or governmental agency, department or board. However, at the Town's request, the Firms (via relevant designees) shall endeavor to appear at such administrative proceedings to assist legal counsel for the Town in resolving administrative matters with the potential to affect, adversely or beneficially, the Town's prospects of recovery in the Legal Action. Such assistance will be provided by the Firms without the Town being assessed any additional attorneys' fees in connection with such appearance.

b. Defending any legal action(s) against the Town commenced by any person, with the exception of any cross-complaints, counterclaims, or other third-party claims filed in or arising from the Legal Action initiated pursuant to this Agreement.

c. Defending any claim against the Town for unreasonable use of water and/or waste of water.

d. Defending any action concerning water rights.

2. ***Additional Legal Services.*** If the Town wishes to retain the Firms to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firms, the Town shall be required.

C. RESPONSIBILITIES OF THE FIRMS, THE TOWN.

1. ***The Firms' Responsibilities.*** The Firms shall perform the legal services called for under this Agreement, keep the Town informed of progress and developments, and respond promptly to the Town's inquiries and communications. The Firms shall provide status reports to the Town on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of the Town.

2. ***The Town's Responsibilities.*** The Town shall cooperate, coordinate, support and assist with the Firms' litigation efforts and keep the Firms reasonably informed of developments in connection with any Legal Action.

3. ***Selection of Experts.*** The Firms and the Town shall meet and confer regarding selection and retention of experts in the Legal Action. The Town shall not unreasonably withhold approval of selection and retention of such experts.

4. ***Settlement.*** The Firms shall not settle any Legal Action without the approval of the Town. The Town shall have the absolute right to accept or reject any settlement. The Firms shall notify the Town promptly of the terms of any settlement offer received by the Firms.

5. ***The Town's Agreement Not to Use, Share, or Disclose the Firms' Materials and Work Product Outside the Context of this Legal Action.*** Except as may be required by law, the Town agrees that it shall not use or disclose in any legal proceeding, case, or other context of any kind, other than this Legal Action, or share or disclose to any person not a Party to this Agreement, any documents, work product, or other information made available to or to which the Town or its counsel acquire access through the Firms or any co-counsel of the Firms, including any fact or expert materials produced and/or generated in any prior discovery proceedings in any litigation involving E. I. du Pont de Nemours and Town, The Chemours Town, and/or the 3M Town, without the express written prior approval and consent of the Firms and all such other co-counsel of the Firms. This paragraph does not limit the Town from sharing information pertaining to the litigation with the Town Board of Selectmen, Town Legal Counsel, Town Departments and/or Town personnel with a need to know such information.

D. ATTORNEYS' FEES.

1. ***Contingent Fee.*** The amount the Firms shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee ("Contingent Fee"), which shall be calculated as follows: for any settlement or judgment, thirty-two and one-half percent (32.5%) of the Gross Recovery (as defined below).

2. ***Definitions Relevant to Attorneys' Fees.***

a. "Gross Recovery" means the total value received by the Town of all Cash Recoveries plus Non-Cash Recoveries, whether awarded by Settlement or Final Judgment.

b. "Net Recovery" means the total value received by the Town after the payment of attorney fees and costs.

c. "Costs" include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by the Town without being either advanced or contributed to by the Firms, include the Town's expenses incurred in providing information to the Firms or defendants or as part of investigation(s).

d. "Final Judgment" means any final, non-appealable court order or judgment terminating any Legal Action filed pursuant to this Agreement and finally determining

the rights of any parties to the Legal Action where no issue is left for future consideration or appeal.

e. "Settlement" refers to any voluntary agreement executed by the Town and any third party to this Agreement, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal.

f. "Cash Recovery" means, without limitation, the total monetary amount received by the Town in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firms pursuant to this Agreement, including interest of any kind received by the Town. "Cash Recovery" does not include any Sanctions (as defined below) or civil penalties that may be awarded under Chapter 93A of the Massachusetts General Laws or similar laws in other state jurisdictions.

g. "Non-Cash Recovery" means, without limitation, the fair market value of any property delivered to the Town, any services rendered for the Town's benefit, and any other non-cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of well(s) and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on the Town, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firms pursuant to this Agreement.

h. "Present Value" means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.

i. "Sanctions" means a monetary award or the settlement of a monetary award arising from the discovery abuse or other misconduct of a defendant or a defendant's attorneys in the Litigation, such a frivolous motions, objections or defenses, or other discovery abuses.

j. "Reasonable Fees" or "Reasonable Attorney's Fee" are defined in Section III(D)(1)(i) as thirty-two and one-half percent of the Gross Recovery. In the event that a court determines that this fee definition is unenforceable, reasonable fees will mean such fees as is reasonably determined by taking into account the amount of time spent on the Legal Action by the Firms and associate counsel retained by the Firms, the value of that time, the complexity of the Legal Action, the benefit conferred on the Town, and the financial risk to the Firms and associate counsel by their agreeing to represent the Town in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Gross Recovery or a Recovery that does not fully compensate or reimburse the Firms and associate counsel for their time and advanced Costs.

3. ***Calculation of Non-Cash Recovery.***

a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by the Town, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by the Town upon the execution of a Settlement or Final Judgment. The value of the services shall be discounted to Present Value.

b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, the Town shall provide the Firms with its estimate of the value of the Non-Cash Recovery. The Firms shall promptly respond in writing, indicating whether the firms accept said estimate. If the Firms object to the Town's estimate, the Parties shall proceed as set forth in Section III.G ("Disagreements Concerning Value of Recoveries"). Nothing herein shall impede or restrict the Town's right to include a Non-Cash Recovery in any Settlement, nor the Firms' right to receive a Non-Cash Recovery.

E. DISTRIBUTION OF PROCEEDS.

1. The receipt of any Gross Recovery or portion thereof on behalf of the Town shall be received into one of the Firms IOLTA accounts. Once cleared, payment(s) of the Contingent Fee owed to the Firms in accordance with Agreement shall be made no later than seven (7) days after receipt by the Town of any Gross Recovery. In the event that there is a Final Judgment of all claims against all defendants and payment has been received by the Town, except there remains in dispute and Final Judgment has not been obtained on a claim for court-awarded costs or attorneys' fees against the defendants, the Town will make payment of the Contingent Fee to the Firms based on the Gross Recovery then paid by the defendants and received by the Town. In this scenario, the Firms will continue the litigation on behalf of the Town on the remaining issues of court-awarded costs or attorneys' fees, and the Town shall not be obligated to make any additional payment to the Firms based on any award of costs or fees ultimately made. Any court-awarded costs or attorneys' fees, including any costs or fees arising out of any court-imposed sanctions, received by the Firms as part of the Legal Action shall not be treated as part of the Gross Recovery, but shall, in the case of costs, be credited against corresponding costs incurred by the Firms on the Town's behalf, or, in the case of fees, credited against the Contingent Fee.

2. The Legal Action may become part of a Federal MultiTown Litigation ("MDL") docket, on which one or more attorneys from the Firms currently, or will in the future, serve on plaintiff management or executive committees, performing work that benefits multiple clients of the Firms, as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where an MDL is pending may order that one or more of the Firms is to receive additional compensation for time and effort which has benefitted all claimants in the MDL. Compensation for this work and effort, known as "common benefit work," may be awarded to Attorneys and paid out of the MDL court's assessments against settlements, including settlements on behalf of the Town and others who have filed claims that are pending in the MDL court. This common benefit compensation is separate and distinct from any Contingent Fee owed under this Agreement.

F. REASONABLE FEE IF CONTINGENT FEE UNENFORCEABLE.

1. ***Reasonable Fee.*** In the event of a Final Judgment finding that the Contingent Fee portion of this Agreement is unenforceable for any reason or that the Firms cannot represent the Town on a Contingent Fee basis, the Town shall, after a good faith meet and confer process, pay the Firms a reasonable fee for the services rendered.

2. ***Fee Determination.*** The Parties shall use best efforts to negotiate a reasonable fee. If the Parties fail to do so, said fee shall be determined by arbitration proceedings before a mutually agreeable arbitration service, but absent such agreement, before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings born by the Town and the Firms.

G. DISAGREEMENTS CONCERNING VALUE OF RECOVERIES.

1. ***Procedure.*** In the event the Parties disagree with respect to the value of any Contingent Fee, Net Recovery, Cash or Non-Cash Recovery, Costs (collectively, "Disputed Recoveries") or settlement offer, and the Parties cannot resolve the disagreement through good faith negotiations, the Parties shall proceed as follows:

a. Each party shall select an appraiser qualified to conduct an appraisal of the value of the Disputed Recoveries or settlement offer within five (5) days of any written notice to the other party advising of a bona fide dispute that cannot be resolved by negotiations.

b. Each party's selected appraiser shall then confer and select a third qualified appraiser within five (5) days of said conference, and the third appraiser shall determine the value of the Disputed Recoveries or settlement offer.

c. The third party appraiser shall conduct an appraisal, and the valuation of any Disputed Recoveries or settlement offer shall be final and binding, subject to appeal by arbitration in the case of Disputed Recoveries as provided in Section VI.I ("Arbitration of Disputes").

2. ***Expenses.*** The Town and the Firms shall each bear the expense of their own selected appraiser, and the Town and the Firms shall each pay one-half of the expenses of the third appraiser.

H. NEGOTIATED FEE. The Town is informed that the Attorneys' Fees provided for herein are not set by law but rather are negotiable between the Firms, the Town and their respective counsel.

I. DIVISION OF ATTORNEYS' FEES.

1. ***Division of Fees; Disclosure.*** The Firms may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to the Town. The Town is informed that, under the Rules of Professional Conduct of the State Bar of California, such a division

may be made only with the Town's written consent after a full disclosure to the Town in writing that a division of fees shall be made and of the terms of such division. The division of fees among the Firms will be provided by a separate document to the Town.

2. ***Retention of Associate Counsel.*** The Firms may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firms shall be subject to the Town's approval.

J. COSTS.

1. ***Costs Advanced by the Firms; Interest.*** The Firms shall advance all Costs incurred in connection with the Firms' representation of the Town under this Agreement. Costs shall be advanced by the Firms and then paid by the Town from any Gross Recovery, subject to the limitations and allocation of cost methodology described in Section E. Interest at the rate of four percent (4%) per year shall accrue on all Costs advanced by the Firms, from the date of each advance to the date of reimbursement. The Firms shall notify the Town of the total amount of Costs advanced every quarter.

2. ***Apportionment of Costs.*** The Town acknowledges and agrees that Costs may include expenses that benefit both the Town and other clients of the Firms who are investigating or litigating claims similar to those brought on behalf of the Town in the Legal Action, including but not limited to the expenses of taking discovery, conducting investigations, and hiring expert witnesses. The expenses that benefit both the Town and other clients will be allocated among cases pending at the time of settlement or judgment that have not yet received final judgment such that the Town is responsible for only that the portion of such expenses reasonably attributable to the expenses of conducting the Legal Action on behalf of the Town, and only that portion attributable to Town shall be treated as Costs in the event of a Net Recovery.

3. ***Reimbursement; Risk of Loss.*** The Firms shall be reimbursed for any Costs that are the responsibility of the Town before any distribution to the Town. If there is no Cash Recovery or the Gross Recovery is insufficient to reimburse the firms in full for the Costs advance, the Firms shall bear the loss for any Costs not reimbursed under this Agreement.

4. ***Defense of Attorneys' Fees and Costs to Third Party.*** Notwithstanding any provision of this Agreement to the contrary, the Firms shall defend the Town in any motion seeking an award of Attorneys' Fees or costs against the Town in any Legal Action brought under this Agreement. Any costs incurred in such defense shall be treated as Costs for purposes of, and in the manner provided by, this Agreement.

IV. REPRESENTATION OF ADVERSE INTERESTS

A. DISCLOSURE.

1. ***Duty to Disclose; No Conflicts Identified.*** If any of the Firms have a relationship with another party with interests adverse to the Town, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firms

to disclose that to the Town so the Town can evaluate whether that relationship causes the Town to have any concerns regarding any of the Firms' loyalty, objectivity, or ability to protect the Town's confidential information.

2. ***Representation of Other Clients; Waiver of Potential Conflicts.***

a. The Town understand that currently, and from time to time, the Firms represent other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firms' practice. Further, the Town understands that the Firms represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. The Town understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. The Town understands that the Firms would not take on this engagement if the Town required the Firms to forgo representations like those described above. The Town has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firms' current and continuing representation of cities and other water supplier in similar litigations, because such waiver enables the Town to obtain the benefits of the Firms' experience and expertise.

b. The Town consents that the Firms may continue to handle such work, and may take on similar new clients and matters without disclosing each such new matter to the Town or seeking the consent of the Town while representing it.

c. The Firms shall not, of course, take on such other work if it requires the Firms to be directly adverse to the Town while the Firms are still representing the Town under this Agreement.

V. TERMINATION

A. DISCHARGE OF ATTORNEY.

1. ***Right to Discharge.*** The Town may discharge the Firms at any time, with or without cause, by written notice effective when received by the Firms. The Town shall have the right to terminate this Agreement with cause upon the Firms breach of this Agreement or its failure to strictly adhere to the California Rules of Professional Conduct or other applicable state Rules of Professional Conduct. Unless specifically agreed by the Firms and the Town, the Firms shall provide no further services and advance no further Costs on the Town's behalf after receipt of the notice of discharge. If any or all of the Firms are the Town's attorney of record in any proceeding, the Town shall execute and return a substitution-of-attorney form within a reasonable time after receipt from the Firms.

2. ***Reimbursement of Costs; Fees.*** In the event the Firms are discharged without cause before the conclusion of a Legal Action, the Town shall (i) reimburse the Firms for any and all Costs advanced by the Firms for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firms, and (ii) upon the conclusion of the Legal Action, pay the Firms a Reasonable Attorneys' Fee for services performed up to the point of the

discharge. Nothing herein shall be construed to limit the Town's rights and remedies in the event of a discharge of the Firms for cause, and the Town reserves the right to withhold payment of attorney's fees to the Firms to the extent that the Firms are discharged by the Town for good cause. For purposes of this Section V(A), the term "for cause" shall mean where the Firms have breached this Agreement or otherwise failed to provide legal services that meet professional standards.

B. WITHDRAWAL OF ATTORNEY.

1. ***Right to Withdraw.*** The Firms may withdraw from representation of the Town (i) with the Town's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for good cause upon reasonable notice to the Town. Good cause includes the Town's material breach of this Agreement, the Town's unreasonable refusal to cooperate with the Firms or to follow the Firms' advice on a material matter after elevation of the matter to the Town's Board of Selectmen, or any other fact or circumstance that would render the Firms' continuing representation unlawful or unethical. Notwithstanding the Firms' withdrawal for good cause, the Town shall remain obligated to pay the Firms and any associated counsel, out of the Gross Recovery if there is a recovery at the time of withdrawal, a Reasonable Fee for all services provided and to reimburse the Firms for all reasonable Costs advanced before the withdrawal.

2. ***Withdrawal Without Cause.***

a. The Firms may terminate this Agreement at any time, without cause, by giving the Town not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination and provide for a reasonable transition of the case, without prejudice to the Town, to qualified replacement counsel. Where the Firms terminate this Agreement without cause, the Firms shall not be entitled to the recovery of any amount, regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by the Town.

b. Any withdrawal by the Firms, with or without cause, shall be subject to California Rules of Professional Conduct, Rule 3-700 which specifies that an attorney "shall not withdraw from employment until [he/she] has taken reasonable steps to avoid reasonably foreseeable prejudice to the rights of the client, including giving due notice to the client [and] allowing time for employment of new counsel..." or other applicable state Rules of Professional Conduct.

VI. TERMINATION

A. LIEN. The Town hereby grants the Firms a lien, to the extent allowed under California law, on any and all claims or causes of action that are the subject of the Firms' Contingent Fee and/or Costs advanced under this Agreement. The Firms' lien shall be for sums owed to the Firms for any unpaid Contingent Fee and Costs at the conclusion of the Firms' services. The lien shall attach to any Gross Recovery the Town may obtain.

B. RELEASE OF THE TOWN'S PAPERS AND PROPERTY. Upon the conclusion of services under this Agreement, the Firms shall release promptly to the Town on request all of the Town's papers and property. "The Town's papers and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical

evidence, and other items reasonably necessary to the Town's representation, regardless of whether the Town has paid for said documents or property.

C. INDEPENDENT CONTRACTOR. The relationship to the Town of the Firms, and any associate counsel or paralegal provided through the Firms, in the performance of services hereunder, is that of independent contractor and not that of employee of the Town, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firms hereunder shall be deemed revenues or expense reimbursements of the Firms' offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.

D. DISCLAIMER OF GUARANTEE. Although the Firms may offer an opinion about possible results regarding the subject matter of this Agreement, the Firms cannot guarantee any particular result. The Town acknowledges that none of the Firms have made promises about the outcome and that any opinion offered by the Firms in the future shall not constitute a guarantee.

E. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.

F. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

G. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

H. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.

I. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firms' Contingent Fee and/or arising out of this Agreement may first be submitted to the State Bar's program for arbitration of fee disputes pursuant to Business and Professions Code section 6200 et seq. If a fee dispute arises, the Firms shall provide the Town with information about the State Bar program.

J. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be San Francisco County, California.

K. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of California.

L. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by all of the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firms on this matter before its effective date.

M. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.

N. EXECUTION. This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

TOWN OF HOPEDALE

By _____ _____
Date

THE FIRMS:

_____ _____
SL Environmental Law Group PC Date
Alexander Leff

_____ _____
Taft Stettinius & Hollister LLP Date
Robert A. Bilott

_____ _____
Douglas & London Date
Michael A. London

_____ _____
Levin Papantonio Rafferty Proctor ____ Date
Buchanan O'Brien Barr Mougey, P.A.
Ned McWilliams

_____ _____

Kennedy & Madonna, LLP Date
Kevin J. Madonna

_____ _____

Kelley Drye & Warren, LLP Date
William J. Jackson

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

SUPERIOR COURT
CIVIL ACTION
NO. 2185CV00238

ELIZABETH REILLY and others[1]

vs.

TOWN OF HOPEDALE and others[2]

MEMORANDUM OF DECISION AND ORDER ON CROSS-MOTIONS FOR JUDGMENT ON THE PLEADINGS

45

The plaintiffs, eleven taxpayers residing in the Town of Hopedale ("Town"), have sued the Town and two members of its Board of Selectmen ("Board") (collectively "Town") as well as John Delli Priscoli, Michael Milanosky, One Hundred Forty Realty Trust ("Trust"), and Grafton & Upton Railroad Company ("G&U") (collectively, "Railroad Defendants"). The plaintiffs allege that the Board exceeded its authority when it approved a Settlement Agreement with the Railroad Defendants involving forestland protected under G. L. c. 61. The plaintiffs seek an injunction preventing the Board from purchasing land as set forth in the Settlement Agreement (Count I); a declaration of Town's rights pursuant under G. L. c. 61, § 8 and an order enforcing those rights against the Railroad Defendants (Count II); and a declaration that certain property at issue in the Settlement Agreement is protected parkland under to art. 97 of the Amendments to the Massachusetts Constitution (Count III).

The Railroad Defendants now move for judgment on the pleadings as to Count II (the only count against them), and the plaintiffs and the Town Defendants both move for judgment on

[1] Carol J. Hall, Donald Hall, Hilary Smith, David Smith, Megan Fleming, Stephanie A. McCallum, Jason A. Beard, Amy Beard, Shannon W. Fleming, and Janice Doyle

[2] Louis J. Arcude III, Brian R. Keyes, Jon Delli Priscoli, and Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company

Entered and Copies Mailed 11/10/21

the pleadings. After a hearing and review of the parties' submissions, the plaintiffs' motion is **ALLOWED** as to Court I and **DENIED** as to Counts II and III. The Railroad Defendants' motion is **ALLOWED** as to Count II, the only count against them. The Town Defendants' motion is **DENIED** as to Count I and **ALLOWED** as to Counts II and III. In addition, as set forth below, the court enters a Preliminary Injunction preventing the Railroad Defendants from carrying out any work on the contested forest land for a period of 60 days from the date of this order.

FACTUAL AND PROCEDURAL BACKGROUND

The following facts are taken from the allegations of the Complaint and the exhibits attached thereto, with some facts reserved for later discussion. The Trust owns slightly more than 155 acres of property at 364 West Street in Hopedale ("Property") of which 130.18 acres are classified as forest land under to G.L. c. 61 and 25.06 acres are classified as wetlands. The Property is contiguous with the Hopedale Parklands, a 279-acre recreational and conservation park owned by the Town.

On June 27, 2020, the Trust and G&U entered into a purchase and sale agreement for the Property. On July 9, G&U (on behalf of the Trust) sent the Town a Notice of Intent to purchase the Property for $1,175,000, as required by G.L. c. 61, § 8.[3] The Town promptly informed the Trust and G&U of its intent to exercise its statutory right of first refusal ("Option") to buy the Property on the same terms as the proposed sale to G&U. October 24, 2020, residents voted at a timely held Town Meeting to appropriate the necessary funds to exercise the Option. The Board then voted to exercise the Option, recorded notice of its exercise at the Registry of Deeds, and

[3] As described in more detail below, municipalities have the right of first refusal when an owner of forest land protected under Chapter 61 plans to sell the land for residential, commercial, or industrial use.

sent the Trust and G&U notice that it had exercised the Option along with a proposed purchase and sale agreement.

On October 7, 2020, the lawyer now representing the Railroad Defendants notified the Town that the Trust was withdrawing its Notice of Intent. Around the same time, G&U purchased the "beneficial interest" in the 130.18 acres of forest land for the same price as contemplated in the purchase and sale agreement without giving the Town any Notice of Intent under G. L. c. 61, § 8.[4] G&U President Jon Delli Priscoli and G&U chief executive officer Michael Mr. Milanosky were appointed as the new trustees of the Trust. G&U then began clearing the Property of trees.

On October 28, 2020, the Town sued the Railroad Defendants in Massachusetts Land Court,[5] seeking (1) a declaratory judgment that the Town's Option remained valid, and (2) an injunction against further land clearing by G&U. The Land Court denied the Town's motion for a preliminary injunction, finding that on the limited facts before it the court could not conclude that the Option had ripened. The Land Court accepted the Railroad Defendants' representation that they would not continue to clear the land during the pendency of the case and ordered the Town and the Railroad Defendants to engage in mediation. In the meantime, G&U filed a declaratory petition with the Surface Transportation Board ("STB"), seeking federal preemption of the Town's Option to purchase the forest land and its statutory right to acquire the wetlands by eminent domain.

In February 2021, the Town and the Railroad Defendants entered into the Settlement Agreement ("Agreement") resolving Land Court action and G&U's STB petition. The Railroad Defendants agreed to sell the Town 40 acres of the Property's 130.18 acres of forest land and the

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[4] G&U also purchased the 25-acre wetlands for $1.00

[5] *Town of Hopedale* v. *John Delli Priscoli, Trustee of the One Hundred Forty Realty Trust*, 20-MISC-0467

full 25.06 acres of wetlands for $587,500. The Railroad Defendants also agreed to donate to the Town a separate parcel of 20 acres located at 363 West Street in Hopedale. The donation was subject to Town Meeting approval. In return, the Town agreed to waive its Option with respect to the remaining 90 acres of forest land. On February 10, 2021, the Town and the Railroad Defendants filed a Stipulation of Dismissal in the Land Court action.

On March 3, 2021, the plaintiffs filed the Verified Complaint in this action and sought a preliminary injunction preventing the Town from making any expenditures pursuant to the Settlement Agreement. On March 11, the court (Frison, J.) denied the plaintiffs' motion for preliminary injunction. The plaintiffs appealed. On April 8, the Single Justice of the Appeals Court (Meade, J.) issued an order allowing the plaintiffs' motion for preliminary injunction. Despite the injunction, G&U apparently resumed cutting trees on the forest land, prompting the plaintiffs to seeks an injunction preventing alteration of the forest land. By order dated September 24, 2021, the court enjoined the Railway Defendants from any "further alteration or destruction of the 130.18 acres of forest land" pending further order of the court. The Railway Defendants appealed that order to a single justice of the Massachusetts Court of Appeals, who has justice declined to intervene.

DISCUSSION

"A defendant's rule 12(c) motion [for judgment on the pleadings] is 'actually a motion to dismiss . . . [that] argues that the complaint fails to state a claim upon which relief can be granted.'" *Jarosz* v. *Palmer*, 436 Mass. 526, 529 (2002), quoting J.W. Smith & H.B. Zobel, Rules Practice § 12.16 (1974). "In deciding a rule 12(c) motion, all facts pleaded by the nonmoving party must be accepted as true." *Id.* at 529-30. The court "draws [its] facts from the well pleaded allegations of the complaint and the admissions or failures of denial presented by

the answer." *Ridgeley Mgmt. Corp.* v. *Planning Bd. of Gosnold*, 82 Mass. App. Ct. 793, 797 (2012). Judgment on the pleadings is appropriate when, as here, "there are no material facts in dispute on the face of the pleadings." *Clarke* v. *Metro. Dist. Comm'n*, 11 Mass. App. Ct. 955, 956 (1981).

A. Scope of the Board's Settlement Authority (Count I)

General Laws c. 61, § 8, provides that "[l]and taxed under this chapter shall not be sold for, or converted to, residential, industrial or commercial use . . . unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use." Once notice is provided, "the city or town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land." G.L. c. 61, § 8. In order to exercise this option, the Town must hold a public hearing, mail notice to the landowner (including a proposed purchase and sale agreement), and record the exercise of the option in the registry of deeds.

Separately, G.L. c. 40, § 14, allows the "selectmen of a town . . . [to] purchase . . . any land, easement or right therein within the city or town . . . ." However, "no land, easement or right therein shall be taken or purchased under this section unless the taking or purchase thereof has previously been authorized . . . by vote of the town . . . ." G.L. c. 40, § 14.

In this case, it is undisputed that the Town attempted to carry out the steps necessary to exercise its Option with respect to the 130.18 acres of forest land pursuant to Chapter 61. To that end, it held a Town Meeting on October 24, 2020, at which it placed before town residents several Articles for a vote. Article 3 stated in pertinent part:

> "To see if the Town will vote to acquire, by purchase or eminent domain, certain property, containing 130.18 acres, more or less, located at 364 West Street . . . and in order to fund such acquisition, raise and appropriate . . . [$1,175,000] . . . said property being acquired pursuant to a right of first refusal in G.L. c. 61, § 8."

The motion carried with a unanimous vote. Article 5 stated in pertinent part: "To see if the Town will vote to take by eminent domain . . . the land located at 364 West Street which is not classified as forest land under Chapter 61 of the General Laws, consisting of 25.06 acres, more or less" and to borrow up to $25,000 to fund the acquisition. That motion also carried unanimously.

The Town Defendants concede that G.L. c. 40, § 14, provides the sole basis for the Board's authority to acquire virtually any real property and to appropriate funding for such acquisition. They argue, however, that the Town Meeting's appropriation of funds represents an upper limit on spending: that is, that the Board had discretionary authority to acquire any portion of the Property up to the full 155 acres, for any price up to $1,175,000 for the 130.18 acres of forest land and up to $25,000 for the 25.06 acres of wetlands.

For this proposition, the Town Defendants rely on *Russell* v. *Town of Canton*, 361 Mass. 727 (1972). There, the town meeting was presented with an article pursuant to G.L. c. 40, § 14, to take by eminent domain "20 acres, more or less" of property owned by the plaintiff landowners. *Id.* at 728. The town meeting voted unanimously to take "approximately 18 acres" and to appropriate $36,000 for that purpose. The Canton board of selectmen ultimately took only 15.25 acres, paying the plaintiff landowners $30,500 and leaving them with a 1.5 acre lot. In setting forth the factual background if its decision, the court highlighted the town superintendent's testimony that the leftover 1.5-acre lot "was all rock," which "rose rapidly as solid ledge . . . to a point about 80 feet from the street, and some twenty feet higher than the street, and then sloped off to the rear of the property" and that creating roadway access across the lot to the rest of the property "would require the removal of 1,000 cubic yards of ledge," presumably at significant cost to the town. *Id.* at 729.

The court rejected the plaintiffs' argument that the town meeting authorized only the taking of their whole 16.75 acres, not the 15.25-acre subset, explaining: "[neither] the warrant or the vote of the town . . . expressly limits the power of the board to a taking of the entire parcel owned by the plaintiffs. Rather, each purports to estimate the area authorized to be taken, the warrant by the words '20 acres, more or less,' and the vote by the words 'approximately 18 acres.' Both estimates exceeded the area which the plaintiffs actually owned at the time, viz. 16.75 acres." *Id.* at 732. Because "the 15.25 acres covered by the board's taking [were] admittedly included in and a part of the parcel described by more general language in the warrant and the town vote," the board had discretion to take only that lesser portion. *Id.*

This case is different. Unlike the warrant and vote in *Russell*, here the area to be taken was precisely defined. Although the documents used the term of art "more or less," both set forth precise acreage: "130.18 acres more or less of forest land: and "25.06 acres, more or less" of other property. Together those portions constitute the exact recorded acreage of the Property. In addition, unlike in *Russell*, the Board's actions here represent a substantial departure from the original Town Meeting authorizations. In *Russell*, the Canton board of selectmen took nearly all of the land authorized by the town meeting. In contrast, here the Board settled for less half of the Property, which was a substantial deviation from the acquisition authorized by the Town Meeting.[6]

[6] Although the Town Defendants point out that they are acquiring 85 acres under the Settlement Agreement (slightly less than half the area of the Property) for $587,500 (half the contemplated purchase price for the 130-acre forest land area), only 65 acres of that is part of the Property and only 40 of those 64 acres are forest land. The remaining 20 acres was to be donated by the Railroad Defendants from a separate parcel – which donation, notably, the Settlement Agreement itself states is subject to Town Meeting approval because it represents an acquisition of land not previously authorized pursuant to G.L. c. 40, § 14. Correspondence about the original sale by the Trust to G&U reflects that G&U was to pay $1,175,000 for the entire 155 acres of the Property; under the terms of Article 3 and Article 5, the Town would have paid slightly more - $1.2 million in total ($1,175,000 for the forest land and $25,000 for the wetlands).

Moreover, the Chapter 71 Option referenced in Article 3 can only be exercised according to the terms of the triggering purchase and sale agreement between the Trust and G&U. The Town may not materially alter those terms by exercising the Option only as to part of the land. See *Town of Franklin* v. *Wylie*, 443 Mass. 187, 195-196 (2005) ("to meet the purchasers' bona fide offer, the town was required to purchase the land on substantially the same terms and conditions as presented in [that] agreement"). In contrast, *Russell* addressed a general taking under eminent domain. These distinctions preclude analogy to *Russell*'s narrow holding, in which the court took care to state that "*on the limited facts of this case*, we hold that the board's taking was authorized by the town vote and was in all respects valid" (emphasis added). *Russell*, 361 Mass. at 732.

In sum, while the Town Defendants are correct that the G.L. c. 61, § 8, does not permit the plaintiffs to force the Board to exercise the Town's Option in the first instance, the statute does not allow the Board to acquire land without Town Meeting approval. Once the Board elected to exercise the Option and obtained a precisely worded authorization to acquire specific land pursuant to specific rights, it was bound by the terms of that authorization. Therefore, the Board exceeded its authority when it entered into the Settlement Agreement without Town Meeting authorization.

This is not, however, to suggest that settlement of the Land Court case could never be proper. As a general rule, select boards empowered to act as a town's agents in litigation are likewise empowered to settle such claims. See *George A. Fuller Co.* v. *Com.*, 303 Mass. 216, 222 (1939), citing *Jones* v. *Inhabitants of Natick*, 267 Mass. 567, 569 (1929) ("It is in the power of towns to settle claims which may be made upon them arising out of their administration of their municipal affairs"); *Campbell* v. *Inhabitants of Upton*, 113 Mass. 67, 70 (1873) (municipal

capacity to sue or be sued includes "consequently [the capacity] to submit to arbitration"). Nothing in the language of G.L. c. 61, § 8, or related case law bars a town from settling a claim simply because that claim arises out of the town's attempt to invoke a first refusal option. Indeed, as Justice Meade pointed out in granting the plaintiffs' motion for a preliminary injunction in this very case, "a town vote authorizing the select board to purchase any or all of the land at issue . . . would render the transaction lawful." The sole impediment to execution of the Settlement Agreement is that the Board failed to obtain prior authorization from the Town Meeting as required by G.L. c. 40, § 14.

For these reasons, the plaintiffs' motion for judgment on the pleadings is allowed as to Count I and the Town Defendants' cross-motion is denied as to Count I.

B. Enforcement of the G.L. c. 61, § 8, Option (Count II)

In Count II, the plaintiffs go further by requesting a declaration that the Town validly exercised the Option. They ask the court to order the Railroad Defendants to sell the Property to the Town according to the terms of the Town's October 2020 proposed purchase and sale agreement. The plaintiffs lack standing to seek this relief. Although G.L. c. 40, § 53, gives any ten taxpayers a right of action to prevent a municipality from illegally spending or raising funds, as in Count I, it does not follow that they have a right of action to compel the Town to spend funds. Similarly, G.L. c. 214, § 3(10), creates a ten-taxpayer right of action to "enforce the purpose or purposes of any . . . conveyance which has been . . . made to and accepted by any . . . town . . . for a specific purpose or purposes." At issue here, however, is not whether the Town illegally altered the use of property conveyed to it for a specific purpose; rather the plaintiffs seek to compel the Town to carry out a conveyance in the first instance. This is plainly beyond the scope of § 3(10).

Moreover, as the Town Defendants correctly note, the power to exercise the Option rests solely with the Board and not with the Town Meeting. See G.L. c. 61, § 8. "Although G.L. c. 40, § 14, requires that . . . [a] taking be authorized by a vote of the town, it vests the power to make the taking in the selectmen of the town. ... If the selectmen, being authorized by the town to make a taking, do not make it, the decision is not judicially reviewable as to its wisdom." *Russell*, 361 Mass. at 731. Therefore, it lies within the Board's sole discretion to determine whether to seek Town Meeting approval for the Settlement Agreement, to renew its attempts to enforce the Option, or to do neither. For all of the foregoing reasons, the plaintiffs' motion for judgment on the pleadings is denied as to Count II; the Town Defendants' cross-motion for judgment on the pleadings is allowed as to Count II; and the Railroad Defendants' motion for judgment on the pleadings as to Count II is allowed.

C. Statutory Environmental Protections (Count III)

Finally, the plaintiffs seek a declaration that the 130.18 acres of forest land within the Property are protected parkland under art. 97 of the Amendments to the Massachusetts Constitution. Art. 97 provides that land dedicated as parkland "shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court." See *Smith* v. *City of Westfield*, 478 Mass. 49, 55 (2017). The basis for this declaration, the plaintiffs contend, is the language in Article 3 specifying that the Town would acquire the 130 acres, pursuant to the Option, for the purpose of "maintain[ing] and preserv[ing] said property and the forest, water, air, and other natural resources thereon for the use of the public for conservation and recreation purposes."

This argument, however, puts the cart before the horse: while Article 3 *authorized* the Town to expend funds to acquire the forest land for a particular purpose, that authorization did

not by itself complete the acquisition of the property at issue. Were it otherwise, G.L. c. 61, § 8, would not need to specify that a town exercising its statutory first refusal option must include with its notice of exercise "a proposed purchase and sale contract or other agreement between the city or town and the landowner" to be executed within 90 days. No such purchase and sale contract was executed in this case because the Railroad Defendants challenged whether the Town had validly exercised the Option. The notice of exercise of the Option recorded in the Registry of Deeds was signed only by the Board of Selectmen, on behalf of the Town, and not by the Trust. Accordingly, the Town never acquired the 130 acres of forest land in the first instance, much less dedicated it as parkland pursuant to art. 97. The plaintiffs' motion for judgment on the pleadings is therefore denied as to Count III and the Town Defendants' cross-motion is allowed as to Count III.

D. Injunction

The court acknowledges that there has been substantial litigation before the Land Court, this court, and the Appeals Court over whether the Railroad Defendants may continue clearing and other site work during the pendency of litigation related to the Property. Although this judgment on the pleadings, effectively ends this litigation, the court is mindful of the Railroad Defendants' attempt to circumvent the Chapter 61, § 8, process by purporting to acquire only the "beneficial interest" in the forest land while undertaking the same commercial operations that Chapter 61 allows municipalities to preclude. See *Goodwill Enters., Inc. v. Garland*, 2017 WL 4801104 at *8 (Mass. Land Ct., Oct. 20, 2017) (contractual right of first refusal triggered by alienation of beneficial interest in property). Moreover, the court cannot ignore (1) the Railroad Defendants' initiation of clearing operations after the Town issued a notice of intent but before it

could hold a Town Meeting to appropriate funds to exercise the Option; and (2) its resumption of clearing operations while the Appeals Court's injunction remained in place.

Therefore, the court finds it appropriate to issue continue the temporary injunction barring the Railroad Defendants from conducting clearing or other site work on the Property for a limited period of time sufficient to allow the Town to decide whether to seek the Town Meeting authorization necessary to validate the Settlement Agreement or to take the necessary steps to proceed with its initial decision to exercise the Option for the entire Property. While G.L. c. 40, § 14, does not provide any particular time period in which a town must hold a town meeting to authorize the acquisition of land, the Legislature has expressed a view on the appropriate time frame for such matters in G.L. c. 61, §8, which gives a town 120 days to exercise its first refusal option. Because the decision now before the Town is more limited in scope, however, a shorter period of 60 days is appropriate for this temporary injunction.

Therefore, the Railroad Defendants are enjoined from carrying out any clearing or other site work on the Property for a period of 60 days following the issuance of this decision.

ORDER

For the foregoing reasons:

1) Defendants, Jon Delli Priscoli, Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company Motion for Judgment on the Pleadings as to Count II of Plaintiffs' Verified Complaint is **ALLOWED.**

2) Plaintiffs' Motion for Judgment on the Pleadings is **ALLOWED** as to Count I and **DENIED** as to Counts II and III.

3) The Town of Hopedale and Hopedale Board of Selectmen's Cross-Motion for Judgment on the Pleadings is **DENIED** as to Count I and **ALLOWED** as to Counts II and III.

4) It is further **ORDERED** that Jon Delli Priscoli, Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company are enjoined from

carrying out any clearing or other site work on the Property for a period of 60 days following the issuance of this decision.

Karen L. Goodwin
Justice of the Superior Court

DATED: November 4, 2021

LURIE FRIEDMAN LLP

ONE McKINLEY SQUARE
BOSTON, MA 02109

DAVID E. LURIE

617-367-1970
dlurie@luriefriedman.com

November 12, 2021

BY EMAIL

Brian Riley

Re: Reilly, et al. v. Town of Hopedale, et al. Worcester Superior Court Civil Action No. 2185CV238D

Dear Brian:

I write on behalf of my clients in the above-referenced case regarding the Court's Decision entered on November 10, 2021. I have attached a copy of the Decision as Exhibit A to this letter. The Court makes clear that the Select Board now has the ability to proceed to acquire all 130 acres of Forestland as already authorized unanimously at Town Meeting and pursuant to the Option already exercised by the Select Board and recorded at the Registry of Deeds. See Decision at p. 10 ("[I]t lies within the Board's sole discretion to determine whether to … renew its attempts to enforce the Option…") and p. 12 (enjoining Railroad from clearing Forestland for an additional 60 days to give the Town sufficient time to decide whether to "take the necessary steps to proceed with its initial decision to exercise the Option for the entire property.").

We strongly urge the Board to proceed to acquire all of the Forestland for the reasons set forth below.

(1) Acquiring all of the Forestland will preserve it as conservation land for open space and passive recreation for generations. The Select Board once again has the opportunity – and the responsibility – to do the right thing and preserve all of the land, which is essential to the Town's future wellbeing. The Hopedale Foundation has already committed to fund much of the acquisition, but only if the Town obtains the entire 130 acre Forestland. The Town has already appropriated the remainder. The Town has already expressed its will that this must happen. The Select Board would violate their duties to the public if they do not act in accordance with the unanimous expressed direction of Town residents.

(2) There is no risk of losing the 25 acre wetlands as a potential water supply. The Town has already recorded a taking of the property, approved by Town meeting, under G.L. c. 79. Any attempt by the Railroad to claim preemption of the taking will fail. The Railroad has no use for the land; it is wetlands and is unconnected to the Railroad's right of way or 18 acre parcel. We recently defeated a similar attempt by the Railroad to seek a preemption ruling by the Surface Transportation Board regarding a property dispute in downtown Hopedale. See STB decision, copy attached as Exhibit B. We would be willing to represent the Town at no cost to the Town defending any such preemption claim by the Railroad.

(3) There is no question that the Option is fully enforceable. The Court has made that clear in its decision. Again, we would be willing to represent the Town at no cost to the Town in seeking enforcement of the Option. There is no downside for the Select Board to pursue enforcement.

(4) Any attempt to obtain approval of the Settlement Agreement at a special town meeting will be defeated. The claim that getting 40 out of the 130 acres of Forestland is the best that can be done, leaving 90 acres to be industrially developed by the Railroad, is simply wrong. As this litigation has shown, the Railroad's bluster should not detract the Select Board from its mission to preserve all of the Forestland.

(5) The claim that revenue from Railroad development of the 90 acres of Forestland is important for the Town's financial wellbeing is hollow. The Finance Committee has already approved acquisition of all 130 acres and has voiced no concerns about loss of potential tax revenues from Railroad development. Any tax revenues are entirely speculative and in any event pale in comparison to the very real destruction of the Forestland that would occur under the Settlement Agreement. Here is a link to a drone video showing the devastation already wrought by the Railroad's cutting of trees for an access road across the Forestland. https://www.dropbox.com/sh/ynr9dherkr6io1c/AAApx9viCmH1vW77qQRbN7X5a/MP4?dl=0&preview=DJI_0236.MP4&subfolder_nav_tracking=1 The Court has enjoined this destruction for an additional 60 days, giving the Select Board another opportunity to do the right thing for the Town. Please do not waste it.

(6) Town Meeting approval of the Settlement Agreement would not end this litigation. If the Board does not proceed to acquire all of the Forestland, my clients intend to continue to seek an injunction against any further land clearing as well as an appeal of the portion of the Decision that wrongly denies them standing to seek enforcement of the Option. At the end of the day, we anticipate obtaining a court ruling consistent with the expressed will of the Town that all of the Forestland shall and must be preserved.

For all of these reasons, once again we urge the Select Board to act in accordance with the unanimous Town Meeting vote and acquire all of the Forestland. It is the right thing to do. Please forward this letter to the Select Board. We would be glad to discuss this matter further by Zoom, in person, and/or at a public meeting.

Very truly yours,

/s/ David E. Lurie
David E. Lurie

Enclosures
cc: Harley C. Racer, Esq.
Clients
Hopedale Conservation Commission
Hopedale Water and Sewer Commission
Hopedale Finance Committee
Diana Schindler

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

SUPERIOR COURT
CIVIL ACTION
NO. 2185CV00238

ELIZABETH REILLY and others[1]

vs.

TOWN OF HOPEDALE and others[2]

MEMORANDUM OF DECISION AND ORDER ON CROSS-MOTIONS FOR JUDGMENT ON THE PLEADINGS

The plaintiffs, eleven taxpayers residing in the Town of Hopedale ("Town"), have sued the Town and two members of its Board of Selectmen ("Board") (collectively "Town") as well as John Delli Priscoli, Michael Milanosky, One Hundred Forty Realty Trust ("Trust"), and Grafton & Upton Railroad Company ("G&U") (collectively, "Railroad Defendants"). The plaintiffs allege that the Board exceeded its authority when it approved a Settlement Agreement with the Railroad Defendants involving forestland protected under G. L. c. 61. The plaintiffs seek an injunction preventing the Board from purchasing land as set forth in the Settlement Agreement (Count I); a declaration of Town's rights pursuant under G. L. c. 61, § 8 and an order enforcing those rights against the Railroad Defendants (Count II); and a declaration that certain property at issue in the Settlement Agreement is protected parkland under to art. 97 of the Amendments to the Massachusetts Constitution (Count III).

The Railroad Defendants now move for judgment on the pleadings as to Count II (the only count against them), and the plaintiffs and the Town Defendants both move for judgment on

[1] Carol J. Hall, Donald Hall, Hilary Smith, David Smith, Megan Fleming, Stephanie A. McCallum, Jason A. Beard, Amy Beard, Shannon W. Fleming, and Janice Doyle

[2] Louis J. Arcude III, Brian R. Keyes, Jon Delli Priscoli, and Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company

Entered and Copies Mailed 11/10/21

the pleadings. After a hearing and review of the parties' submissions, the plaintiffs' motion is **ALLOWED** as to Court I and **DENIED** as to Counts II and III. The Railroad Defendants' motion is **ALLOWED** as to Count II, the only count against them. The Town Defendants' motion is **DENIED** as to Count I and **ALLOWED** as to Counts II and III. In addition, as set forth below, the court enters a Preliminary Injunction preventing the Railroad Defendants from carrying out any work on the contested forest land for a period of 60 days from the date of this order.

FACTUAL AND PROCEDURAL BACKGROUND

The following facts are taken from the allegations of the Complaint and the exhibits attached thereto, with some facts reserved for later discussion. The Trust owns slightly more than 155 acres of property at 364 West Street in Hopedale ("Property") of which 130.18 acres are classified as forest land under to G.L. c. 61 and 25.06 acres are classified as wetlands. The Property is contiguous with the Hopedale Parklands, a 279-acre recreational and conservation park owned by the Town.

On June 27, 2020, the Trust and G&U entered into a purchase and sale agreement for the Property. On July 9, G&U (on behalf of the Trust) sent the Town a Notice of Intent to purchase the Property for $1,175,000, as required by G.L. c. 61, § 8.[3] The Town promptly informed the Trust and G&U of its intent to exercise its statutory right of first refusal ("Option") to buy the Property on the same terms as the proposed sale to G&U. October 24, 2020, residents voted at a timely held Town Meeting to appropriate the necessary funds to exercise the Option. The Board then voted to exercise the Option, recorded notice of its exercise at the Registry of Deeds, and

[3] As described in more detail below, municipalities have the right of first refusal when an owner of forest land protected under Chapter 61 plans to sell the land for residential, commercial, or industrial use.

sent the Trust and G&U notice that it had exercised the Option along with a proposed purchase and sale agreement.

On October 7, 2020, the lawyer now representing the Railroad Defendants notified the Town that the Trust was withdrawing its Notice of Intent. Around the same time, G&U purchased the "beneficial interest" in the 130.18 acres of forest land for the same price as contemplated in the purchase and sale agreement without giving the Town any Notice of Intent under G. L. c. 61, § 8.[4] G&U President Jon Delli Priscoli and G&U chief executive officer Michael Mr. Milanosky were appointed as the new trustees of the Trust. G&U then began clearing the Property of trees.

On October 28, 2020, the Town sued the Railroad Defendants in Massachusetts Land Court,[5] seeking (1) a declaratory judgment that the Town's Option remained valid, and (2) an injunction against further land clearing by G&U. The Land Court denied the Town's motion for a preliminary injunction, finding that on the limited facts before it the court could not conclude that the Option had ripened. The Land Court accepted the Railroad Defendants' representation that they would not continue to clear the land during the pendency of the case and ordered the Town and the Railroad Defendants to engage in mediation. In the meantime, G&U filed a declaratory petition with the Surface Transportation Board ("STB"), seeking federal preemption of the Town's Option to purchase the forest land and its statutory right to acquire the wetlands by eminent domain.

In February 2021, the Town and the Railroad Defendants entered into the Settlement Agreement ("Agreement") resolving Land Court action and G&U's STB petition. The Railroad Defendants agreed to sell the Town 40 acres of the Property's 130.18 acres of forest land and the

[4] G&U also purchased the 25-acre wetlands for $1.00

[5] *Town of Hopedale* v. *John Delli Priscoli, Trustee of the One Hundred Forty Realty Trust*, 20-MISC-0467

full 25.06 acres of wetlands for $587,500. The Railroad Defendants also agreed to donate to the Town a separate parcel of 20 acres located at 363 West Street in Hopedale. The donation was subject to Town Meeting approval. In return, the Town agreed to waive its Option with respect to the remaining 90 acres of forest land. On February 10, 2021, the Town and the Railroad Defendants filed a Stipulation of Dismissal in the Land Court action.

On March 3, 2021, the plaintiffs filed the Verified Complaint in this action and sought a preliminary injunction preventing the Town from making any expenditures pursuant to the Settlement Agreement. On March 11, the court (Frison, J.) denied the plaintiffs' motion for preliminary injunction. The plaintiffs appealed. On April 8, the Single Justice of the Appeals Court (Meade, J.) issued an order allowing the plaintiffs' motion for preliminary injunction. Despite the injunction, G&U apparently resumed cutting trees on the forest land, prompting the plaintiffs to seeks an injunction preventing alteration of the forest land. By order dated September 24, 2021, the court enjoined the Railway Defendants from any "further alteration or destruction of the 130.18 acres of forest land" pending further order of the court. The Railway Defendants appealed that order to a single justice of the Massachusetts Court of Appeals, who has justice declined to intervene.

DISCUSSION

"A defendant's rule 12(c) motion [for judgment on the pleadings] is 'actually a motion to dismiss . . . [that] argues that the complaint fails to state a claim upon which relief can be granted.'" *Jarosz* v. *Palmer*, 436 Mass. 526, 529 (2002), quoting J.W. Smith & H.B. Zobel, Rules Practice § 12.16 (1974). "In deciding a rule 12(c) motion, all facts pleaded by the nonmoving party must be accepted as true." *Id.* at 529-30. The court "draws [its] facts from the well pleaded allegations of the complaint and the admissions or failures of denial presented by

the answer." *Ridgeley Mgmt. Corp.* v. *Planning Bd. of Gosnold*, 82 Mass. App. Ct. 793, 797 (2012). Judgment on the pleadings is appropriate when, as here, "there are no material facts in dispute on the face of the pleadings." *Clarke* v. *Metro. Dist. Comm'n*, 11 Mass. App. Ct. 955, 956 (1981).

A. Scope of the Board's Settlement Authority (Count I)

General Laws c. 61, § 8, provides that "[l]and taxed under this chapter shall not be sold for, or converted to, residential, industrial or commercial use . . . unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use." Once notice is provided, "the city or town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land." G.L. c. 61, § 8. In order to exercise this option, the Town must hold a public hearing, mail notice to the landowner (including a proposed purchase and sale agreement), and record the exercise of the option in the registry of deeds.

Separately, G.L. c. 40, § 14, allows the "selectmen of a town . . . [to] purchase . . . any land, easement or right therein within the city or town . . . ." However, "no land, easement or right therein shall be taken or purchased under this section unless the taking or purchase thereof has previously been authorized . . . by vote of the town . . . ." G.L. c. 40, § 14.

In this case, it is undisputed that the Town attempted to carry out the steps necessary to exercise its Option with respect to the 130.18 acres of forest land pursuant to Chapter 61. To that end, it held a Town Meeting on October 24, 2020, at which it placed before town residents several Articles for a vote. Article 3 stated in pertinent part:

> "To see if the Town will vote to acquire, by purchase or eminent domain, certain property, containing 130.18 acres, more or less, located at 364 West Street . . . and in order to fund such acquisition, raise and appropriate . . . [$1,175,000] . . . said property being acquired pursuant to a right of first refusal in G.L. c. 61, § 8."

The motion carried with a unanimous vote. Article 5 stated in pertinent part: "To see if the Town will vote to take by eminent domain . . . the land located at 364 West Street which is not classified as forest land under Chapter 61 of the General Laws, consisting of 25.06 acres, more or less" and to borrow up to $25,000 to fund the acquisition. That motion also carried unanimously.

The Town Defendants concede that G.L. c. 40, § 14, provides the sole basis for the Board's authority to acquire virtually any real property and to appropriate funding for such acquisition. They argue, however, that the Town Meeting's appropriation of funds represents an upper limit on spending: that is, that the Board had discretionary authority to acquire any portion of the Property up to the full 155 acres, for any price up to $1,175,000 for the 130.18 acres of forest land and up to $25,000 for the 25.06 acres of wetlands.

For this proposition, the Town Defendants rely on *Russell* v. *Town of Canton*, 361 Mass. 727 (1972). There, the town meeting was presented with an article pursuant to G.L. c. 40, § 14, to take by eminent domain "20 acres, more or less" of property owned by the plaintiff landowners. *Id.* at 728. The town meeting voted unanimously to take "approximately 18 acres" and to appropriate $36,000 for that purpose. The Canton board of selectmen ultimately took only 15.25 acres, paying the plaintiff landowners $30,500 and leaving them with a 1.5 acre lot. In setting forth the factual background if its decision, the court highlighted the town superintendent's testimony that the leftover 1.5-acre lot "was all rock," which "rose rapidly as solid ledge . . . to a point about 80 feet from the street, and some twenty feet higher than the street, and then sloped off to the rear of the property" and that creating roadway access across the lot to the rest of the property "would require the removal of 1,000 cubic yards of ledge," presumably at significant cost to the town. *Id.* at 729.

The court rejected the plaintiffs' argument that the town meeting authorized only the taking of their whole 16.75 acres, not the 15.25-acre subset, explaining: "[neither] the warrant or the vote of the town . . . expressly limits the power of the board to a taking of the entire parcel owned by the plaintiffs. Rather, each purports to estimate the area authorized to be taken, the warrant by the words '20 acres, more or less,' and the vote by the words 'approximately 18 acres.' Both estimates exceeded the area which the plaintiffs actually owned at the time, viz. 16.75 acres." *Id.* at 732. Because "the 15.25 acres covered by the board's taking [were] admittedly included in and a part of the parcel described by more general language in the warrant and the town vote," the board had discretion to take only that lesser portion. *Id.*

This case is different. Unlike the warrant and vote in *Russell*, here the area to be taken was precisely defined. Although the documents used the term of art "more or less," both set forth precise acreage: "130.18 acres more or less of forest land: and "25.06 acres, more or less" of other property. Together those portions constitute the exact recorded acreage of the Property. In addition, unlike in *Russell*, the Board's actions here represent a substantial departure from the original Town Meeting authorizations. In *Russell*, the Canton board of selectmen took nearly all of the land authorized by the town meeting. In contrast, here the Board settled for less half of the Property, which was a substantial deviation from the acquisition authorized by the Town Meeting.[6]

[6] Although the Town Defendants point out that they are acquiring 85 acres under the Settlement Agreement (slightly less than half the area of the Property) for $587,500 (half the contemplated purchase price for the 130-acre forest land area), only 65 acres of that is part of the Property and only 40 of those 64 acres are forest land. The remaining 20 acres was to be donated by the Railroad Defendants from a separate parcel – which donation, notably, the Settlement Agreement itself states is subject to Town Meeting approval because it represents an acquisition of land not previously authorized pursuant to G.L. c. 40, § 14. Correspondence about the original sale by the Trust to G&U reflects that G&U was to pay $1,175,000 for the entire 155 acres of the Property; under the terms of Article 3 and Article 5, the Town would have paid slightly more - $1.2 million in total ($1,175,000 for the forest land and $25,000 for the wetlands).

Moreover, the Chapter 71 Option referenced in Article 3 can only be exercised according to the terms of the triggering purchase and sale agreement between the Trust and G&U. The Town may not materially alter those terms by exercising the Option only as to part of the land. See *Town of Franklin* v. *Wylie*, 443 Mass. 187, 195-196 (2005) ("to meet the purchasers' bona fide offer, the town was required to purchase the land on substantially the same terms and conditions as presented in [that] agreement"). In contrast, *Russell* addressed a general taking under eminent domain. These distinctions preclude analogy to *Russell*'s narrow holding, in which the court took care to state that "*on the limited facts of this case*, we hold that the board's taking was authorized by the town vote and was in all respects valid" (emphasis added). *Russell*, 361 Mass. at 732.

In sum, while the Town Defendants are correct that the G.L. c. 61, § 8, does not permit the plaintiffs to force the Board to exercise the Town's Option in the first instance, the statute does not allow the Board to acquire land without Town Meeting approval. Once the Board elected to exercise the Option and obtained a precisely worded authorization to acquire specific land pursuant to specific rights, it was bound by the terms of that authorization. Therefore, the Board exceeded its authority when it entered into the Settlement Agreement without Town Meeting authorization.

This is not, however, to suggest that settlement of the Land Court case could never be proper. As a general rule, select boards empowered to act as a town's agents in litigation are likewise empowered to settle such claims. See *George A. Fuller Co.* v. *Com.*, 303 Mass. 216, 222 (1939), citing *Jones* v. *Inhabitants of Natick*, 267 Mass. 567, 569 (1929) ("It is in the power of towns to settle claims which may be made upon them arising out of their administration of their municipal affairs"); *Campbell* v. *Inhabitants of Upton*, 113 Mass. 67, 70 (1873) (municipal

capacity to sue or be sued includes "consequently [the capacity] to submit to arbitration"). Nothing in the language of G.L. c. 61, § 8, or related case law bars a town from settling a claim simply because that claim arises out of the town's attempt to invoke a first refusal option. Indeed, as Justice Meade pointed out in granting the plaintiffs' motion for a preliminary injunction in this very case, "a town vote authorizing the select board to purchase any or all of the land at issue . . . would render the transaction lawful." The sole impediment to execution of the Settlement Agreement is that the Board failed to obtain prior authorization from the Town Meeting as required by G.L. c. 40, § 14.

For these reasons, the plaintiffs' motion for judgment on the pleadings is allowed as to Count I and the Town Defendants' cross-motion is denied as to Count I.

B. Enforcement of the G.L. c. 61, § 8, Option (Count II)

In Count II, the plaintiffs go further by requesting a declaration that the Town validly exercised the Option. They ask the court to order the Railroad Defendants to sell the Property to the Town according to the terms of the Town's October 2020 proposed purchase and sale agreement. The plaintiffs lack standing to seek this relief. Although G.L. c. 40, § 53, gives any ten taxpayers a right of action to prevent a municipality from illegally spending or raising funds, as in Count I, it does not follow that they have a right of action to compel the Town to spend funds. Similarly, G.L. c. 214, § 3(10), creates a ten-taxpayer right of action to "enforce the purpose or purposes of any . . . conveyance which has been . . . made to and accepted by any . . . town . . . for a specific purpose or purposes." At issue here, however, is not whether the Town illegally altered the use of property conveyed to it for a specific purpose; rather the plaintiffs seek to compel the Town to carry out a conveyance in the first instance. This is plainly beyond the scope of § 3(10).

Moreover, as the Town Defendants correctly note, the power to exercise the Option rests solely with the Board and not with the Town Meeting. See G.L. c. 61, § 8. "Although G.L. c. 40, § 14, requires that . . . [a] taking be authorized by a vote of the town, it vests the power to make the taking in the selectmen of the town. ... If the selectmen, being authorized by the town to make a taking, do not make it, the decision is not judicially reviewable as to its wisdom." *Russell*, 361 Mass. at 731. Therefore, it lies within the Board's sole discretion to determine whether to seek Town Meeting approval for the Settlement Agreement, to renew its attempts to enforce the Option, or to do neither. For all of the foregoing reasons, the plaintiffs' motion for judgment on the pleadings is denied as to Count II; the Town Defendants' cross-motion for judgment on the pleadings is allowed as to Count II; and the Railroad Defendants' motion for judgment on the pleadings as to Count II is allowed.

C. Statutory Environmental Protections (Count III)

Finally, the plaintiffs seek a declaration that the 130.18 acres of forest land within the Property are protected parkland under art. 97 of the Amendments to the Massachusetts Constitution. Art. 97 provides that land dedicated as parkland "shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court." See *Smith* v. *City of Westfield*, 478 Mass. 49, 55 (2017). The basis for this declaration, the plaintiffs contend, is the language in Article 3 specifying that the Town would acquire the 130 acres, pursuant to the Option, for the purpose of "maintain[ing] and preserv[ing] said property and the forest, water, air, and other natural resources thereon for the use of the public for conservation and recreation purposes."

This argument, however, puts the cart before the horse: while Article 3 *authorized* the Town to expend funds to acquire the forest land for a particular purpose, that authorization did

not by itself complete the acquisition of the property at issue. Were it otherwise, G.L. c. 61, § 8, would not need to specify that a town exercising its statutory first refusal option must include with its notice of exercise "a proposed purchase and sale contract or other agreement between the city or town and the landowner" to be executed within 90 days. No such purchase and sale contract was executed in this case because the Railroad Defendants challenged whether the Town had validly exercised the Option. The notice of exercise of the Option recorded in the Registry of Deeds was signed only by the Board of Selectmen, on behalf of the Town, and not by the Trust. Accordingly, the Town never acquired the 130 acres of forest land in the first instance, much less dedicated it as parkland pursuant to art. 97. The plaintiffs' motion for judgment on the pleadings is therefore denied as to Count III and the Town Defendants' cross-motion is allowed as to Count III.

D. Injunction

The court acknowledges that there has been substantial litigation before the Land Court, this court, and the Appeals Court over whether the Railroad Defendants may continue clearing and other site work during the pendency of litigation related to the Property. Although this judgment on the pleadings, effectively ends this litigation, the court is mindful of the Railroad Defendants' attempt to circumvent the Chapter 61, § 8, process by purporting to acquire only the "beneficial interest" in the forest land while undertaking the same commercial operations that Chapter 61 allows municipalities to preclude. See *Goodwill Enters., Inc. v. Garland*, 2017 WL 4801104 at *8 (Mass. Land Ct., Oct. 20, 2017) (contractual right of first refusal triggered by alienation of beneficial interest in property). Moreover, the court cannot ignore (1) the Railroad Defendants' initiation of clearing operations after the Town issued a notice of intent but before it

could hold a Town Meeting to appropriate funds to exercise the Option; and (2) its resumption of clearing operations while the Appeals Court's injunction remained in place.

Therefore, the court finds it appropriate to issue continue the temporary injunction barring the Railroad Defendants from conducting clearing or other site work on the Property for a limited period of time sufficient to allow the Town to decide whether to seek the Town Meeting authorization necessary to validate the Settlement Agreement or to take the necessary steps to proceed with its initial decision to exercise the Option for the entire Property. While G.L. c. 40, § 14, does not provide any particular time period in which a town must hold a town meeting to authorize the acquisition of land, the Legislature has expressed a view on the appropriate time frame for such matters in G.L. c. 61, §8, which gives a town 120 days to exercise its first refusal option. Because the decision now before the Town is more limited in scope, however, a shorter period of 60 days is appropriate for this temporary injunction.

Therefore, the Railroad Defendants are enjoined from carrying out any clearing or other site work on the Property for a period of 60 days following the issuance of this decision.

ORDER

For the foregoing reasons:

1) Defendants, Jon Delli Priscoli, Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company Motion for Judgment on the Pleadings as to Count II of Plaintiffs' Verified Complaint is **ALLOWED.**

2) Plaintiffs' Motion for Judgment on the Pleadings is **ALLOWED** as to Count I and **DENIED** as to Counts II and III.

3) The Town of Hopedale and Hopedale Board of Selectmen's Cross-Motion for Judgment on the Pleadings is **DENIED** as to Count I and **ALLOWED** as to Counts II and III.

4) It is further **ORDERED** that Jon Delli Priscoli, Michael R. Milanosky, One Hundred Forty Realty Trust, and Grafton & Upton Railroad Company are enjoined from

carrying out any clearing or other site work on the Property for a period of 60 days following the issuance of this decision.

Karen L. Goodwin
Justice of the Superior Court

DATED: November 4, 2021

EXHIBIT B

51002 SERVICE DATE – NOVEMBER 3, 2021
DO

SURFACE TRANSPORTATION BOARD

DECISION

Docket No. FD 36518

GRAFTON AND UPTON RAILROAD COMPANY—
PETITION FOR DECLARATORY ORDER

Decided: November 3, 2021

On May 13, 2021, Grafton and Upton Railroad Company (Grafton & Upton), a Class III rail carrier, filed a petition for declaratory order asking the Board to find any state or local law that would prevent Grafton & Upton from closing two private grade crossings (the Crossings) across its line in the Town of Hopedale, Mass. (the Line), to be preempted pursuant to 49 U.S.C. § 10501. (Pet. 2.)

Grafton & Upton states that it removed the Crossings in connection with certain upgrades it made to its track on either side of a railroad bridge near its yard in Hopedale. (Id. at 5.) It argues that restoration of the Crossings would unreasonably interfere with its "existing and future rail operations" and raise safety concerns.[1] (Id. at 2.) Therefore, Grafton & Upton submits that any effort by Hopedale Properties, LLC (Hopedale Properties), whose property is bisected by Grafton & Upton's line, to rely on state and local laws to prevent Grafton & Upton from closing the Crossings should be preempted pursuant to 49 U.S.C. § 10501. (Pet. 2.)

Hopedale Properties replied on July 16, 2021, arguing that it holds an easement over Grafton & Upton's right-of-way that gives it the right to maintain the Crossings that Grafton &

[1] Grafton & Upton states that it maintains and operates the Hopedale yard and is improving it to handle an increased volume of rail business resulting from a recent lease agreement with CSX Transportation, Inc. (CSXT), pursuant to which Grafton & Upton will operate an 8.4-mile section of CSXT's line. (Pet. 3-4); see also Grafton & Upton R.R.—Acquis. & Operation Exemption—CSX Transp., Inc., FD 36444 (Oct. 14, 2020). Further, Grafton & Upton states that, as part of these improvements, it has focused on improving the Line on either side of the railroad bridge that crosses the Mill River. (Pet. 4.) It represents that it will no longer be possible to keep the Crossings open because of the engineering standards required for track within 100 feet of a railroad bridge. (Id. at 5.) Grafton & Upton also states that closing the Crossings will reduce the risk of injury to pedestrians, (id. at 6), eliminate the need to provide flagging protection, (id. at 5), and allow Grafton & Upton to perform brake tests on its trains without having to separate the trains into different sections. (Id.) Because of these operational and safety concerns that Grafton & Upton alleges would result from restoring the Crossings in their previous locations, Grafton & Upton argues that any state action that would require it to restore the Crossings should be preempted by 49 U.S.C. § 10501.

Upton removed. (Hopedale Props. Reply 4.) Hopedale Properties represents that the right-of-way was conveyed to Grafton & Upton by a predecessor to Hopedale Properties subject to the easement. (Id. at 2, 4.) Hopedale Properties alleges that, by removing the Crossings, Grafton & Upton violated Hopedale Properties' rights pursuant to that easement.[2] (Id. at 5.) Hopedale Properties argues that the Board should deny the Petition and allow the parties to resolve their property dispute in a related state court proceeding, (see id. at 1-2, 8) in which Hopedale Properties and two other entities filed a complaint in Massachusetts Superior Court, Worcester County, seeking, among other things, the restoration of the Crossings. (See id., Ex. A.) In that complaint, Hopedale Properties presented to the court its argument that Grafton & Upton violated Hopedale Properties' rights pursuant to the easement when it removed the Crossings and by refusing to restore them. (Id., Ex. A, at 16-17.)

On July 28, 2021, Grafton & Upton filed a response to Hopedale Properties' Reply, asserting that it was unaware of the easement cited by Hopedale Properties but arguing that, regardless of the easement, the record makes clear that restoration of the Crossings would create an unreasonable burden on rail transportation and, therefore, any state action that would require Grafton & Upton to restore the Crossings should be preempted. (Grafton & Upton Reply 6-7.)

Hopedale Properties filed a sur-reply on September 7, 2021,[3] arguing that Grafton & Upton's knowledge of the easement is immaterial to the dispute. (Hopedale Props. Sur-Reply 1-2.) Moreover, Hopedale Properties maintains that Grafton & Upton "has failed to show that it has suffered any interference, let alone substantial impediments, to its operations." (Id. at 3.) Hopedale Properties reiterates its request that the Board deny the Petition and allow the state court to decide the parties' dispute in the related state court action.

DISCUSSION AND CONCLUSIONS

Under 5 U.S.C. § 554(e) and 49 U.S.C. § 721, the Board may issue a declaratory order to terminate a controversy or remove uncertainty. See Bos. & Me. Corp. v. Town of Ayer, 330 F.3d 12, 14 n.2 (1st Cir. 2003); Intercity Transp. Co. v. United States, 737 F.2d 103 (D.C. Cir. 1984); Delegation of Auth.—Declaratory Ord. Proc., 5 I.C.C.2d 675 (1989). For the reasons explained below, this proceeding will be held in abeyance pending resolution of the ongoing state court litigation.

Grafton & Upton seeks a declaration from the Board that any state or local law that would prevent Grafton & Upton from permanently closing the Crossings are preempted by

[2] According to Hopedale, "the only direct way to access" several of the parcels of its property is by use of the private grade crossing northwest of the Mill River. (Hopedale Props. Reply 3.) And the "only way to access" two other parcels from the rest of the Property is by using the private grade crossing just east of the Mill River. (Id.)

[3] Under 49 C.F.R. § 1104.13(c), a reply to a reply is not permitted; however, in the interest of a complete record, Grafton & Upton's reply and Hopedale Properties' sur-reply will be accepted into the record. See City of Alexandria, Va.—Pet. for Declaratory Ord., FD 35157, slip op. at 2 (STB served Nov. 6, 2008) (allowing reply to reply "[i]n the interest of compiling a full record").

49 U.S.C. § 10501(b). However, resolution of this dispute appears to be contingent upon the interpretation of an easement that Hopedale Properties allegedly has over Grafton & Upton's right-of-way. As the Board has explained, a court is typically the more appropriate forum for interpreting contracts and resolving state property law disputes. See, e.g., V&S Ry.—Pet. for Declaratory Ord.—R.R. Operations in Hutchinson, Kan., FD 35459 (STB served July 12, 2012) (question about property rights should be decided by the district court applying state property and contract law); Allegheny Valley R.R.—Pet. for Declaratory Ord.—William Fiore, FD 35388 (STB served Apr. 25, 2011) (questions concerning size, location, and nature of property rights are best addressed by a state court). Here, what rights Hopedale Properties has, if any, with regard to the Crossings pursuant to the claimed easement is before the Superior Court of the Commonwealth of Massachusetts, Worcester County. (Hopedale Props. Reply 1.) And the court is the more appropriate forum to decide that issue.

While Hopedale Properties has asked that Grafton & Upton's petition for declaratory order be denied, the proceeding instead will be held in abeyance. Abeyance is appropriate where it would promote efficiency and not be fundamentally unfair to any party. E.g., N. Am. Freight Car Ass'n v. Union Pac. R.R., NOR 42144 et al., slip op. at 3 (STB served Mar. 31, 2017). Abeyance would promote efficiency here because resolution by the state court of the parties' rights under the easement could moot the need for the declaratory order, or, at the least, would inform the preemption analysis.[4]

Abeyance would not be fundamentally unfair to any party here because obtaining answers to the state property law issues and contractual questions would allow a more complete and accurate adjudication of the preemption dispute between the parties. Accordingly, this proceeding will be held in abeyance pending a decision from the state court. To ensure that the Board remains informed regarding the progress of the state court litigation, the parties will be directed to submit any decision by the court regarding the merits of any of the claims in the case (or any other decision relevant to this proceeding) within 5 days of its issuance.

It is ordered:

1. Grafton & Upton's reply and Hopedale Properties' sur-reply are accepted into the record.

2. The proceeding is held in abeyance pending further Board order.

3. The parties are directed to submit any merits decision or any other relevant decision by the court within 5 days of its issuance.

[4] Furthermore, issues involving federal preemption under § 10501(b) can be decided either by the Board or the courts in the first instance as "both the Board and the courts have concurrent jurisdiction to determine preemption." Brookhaven Rail Terminal—Pet. For Declaratory Ord., FD 35819, slip op. at 4 (STB served Aug. 28, 2014). Given the confluence of issues here—state property law, safety standards, and preemption—the state court may decide to address all of the issues together itself or refer the preemption issue back to the Board.

4. This decision is effective on its service date.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.

Christopher, Hays, Wojcik & Mavricos, LLP

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November 15, 2021

VIA EMAIL ONLY
Brian Riley, Esq.
KP Law
101 Arch Street, 12th Floor
Boston, MA 02110

RE: Elizabeth Reilly et al
VS: Town of Hopedale, et al
WOCV 2085CV00238D

Dear Brian:

I received a copy of a letter dated November 12, 2021 from Attorney Lurie to you regarding the Superior Court's November 10, 2021 decision in the above-captioned case. As you no doubt recognized, Attorney Lurie's letter is fraught with his typical gross mischaracterizations and baseless threats.

Only Attorney Lurie and his clients could interpret last week's decision and judgment as anything other than an overwhelming defeat. There is no dispute that the Superior Court categorically rejected the plaintiffs' claims on Counts II and Count III of the Complaint. All that is left standing is Count I which enjoins the Town of Hopedale from spending money to acquire the property that is described in the Settlement Agreement that was negotiated in the Land Court case, which was dismissed with prejudice in February 2021. As we have been saying since April, Count I goes no further than that. While we disagree with the Superior Court decision as it relates to Count I – let there be no mistake about what flows from the decision on Count I - the only option available to the Town of Hopedale is to do what Justice Meade hinted at in April – and that is for the Town of Hopedale to schedule a Special Town Meeting to appropriate a sum of money to acquire the property described in the Settlement Agreement.

As you know, Attorney Lurie's letter continues his habit of consistently and purposefully publishing misleading "interpretations" of decisions issued in this case, starting with the whopper that the Single Justice's April 2021 Decision ended the case in favor of the plaintiffs on all counts. As demonstrated by the trial court decision last week – Attorney Lurie was flat-out wrong in that regard. Attorney Lurie claimed that the subject property was forestland, even though it had never been owned by the Town. He was wrong about that. I understand his clients have engaged in this practice over the weekend, claiming victory in spite of the trial court's outright rejection of Counts

II and III of their Complaint, and the clear limitations of the judgment in Count I. This is very unfortunate as such unfounded and intentionally misleading proclamations as to the effect of the judgment that entered are likely to confuse town residents, which may have very grave consequences. It is incredible that these 10 taxpayers are telling residents they won the case, when in reality, their attempts to dictate how a Select Board governs were unquestionably rejected. The only fact they seem prepared to acknowledge is that the case is over.

With respect to Count II, Attorney Lurie claims that the Board "would violate their duties to the public" if it does not attempt to acquire all of the subject land. This is absolutely false, as Judge Goodwin decided (and Attorney Lurie had to begrudgingly acknowledge) that the decision to exercise a G.l. c. 61 option is within the sole discretion of the Board (and the Board has previously released and waived any such rights). It is also false for Attorney Lurie to claim that the Court "ma[de] clear that the Select Board now has the ability to proceed to acquire all 130 acres of Forestland…". There is no ability of the Select Board to initiate steps to exercise a c. 61 right of first refusal that was dismissed with prejudice, waived, and released seven months ago. Attorneys Lurie knows that, and I expect he has advised his clients of that undisputed fact and reality.

Let me re-emphasize the last point in the preceding paragraph. The Town has no lawful means to take any step, or steps to acquire any land beyond the land described in the Settlement Agreement. Chapter 61 does not provide a legal basis, the October 2020 Special Town Meeting does not provide a legal basis, and Judge Goodwin's decision does not provide a legal basis. Again, as last week's decision and judgment make clear – the only party that could have brought such a claim was the Select Board and the Select Board did just that in October 2020 by filing a lawsuit in the Land Court, asserting these very same c. 61 rights. The lawsuit was defended, mediated, settled by vote of the Select Board, and dismissed with prejudice in February 2021. Whatever c. 61 rights the Select Board believed it possessed with respect to the land at issue in this case were waived and released in a fully enforceable Settlement Agreement that was negotiated with the assistance of former Land Court Justice Leon Lombardi in January 2021.

I try not to over-react to Attorney Lurie's bluster, but his offer to represent the Town in future proceedings against the Railroad (after suing the Town in this action and in the 2018 lawsuit involving the Draper Mill URP), coupled with his threat to defeat any attempt by the Town to authorize acquisition of the portion of land subject to the Settlement Agreement, is troubling. Here Attorney Lurie seeks to impose his own will (or that of some of his clients) on the Select Board and the Town of Hopedale as a whole, and does so by attempting to force the Town into an all or nothing choice. Obviously, acquisition of significant acreage of the land in addition to other valuable consideration provided by the defendants is much better for the Town than acquisition of none of the land. But Attorney Lurie seeks to take that option off the table from the outset. How would that be effective, zealous representation of the Town? It clearly would not be. The misguided litigation brought by the ten taxpayers against the Town and my clients was doomed from the start due to lack of standing and had absolutely no chance of success. Unless, of course, success is defined not by prevailing in litigation but by requiring the Town to divert resources needed for education and public safety to defending such meritless claims.

Attorney Lurie threatens the Town with further litigation in the form of an appeal if his clients' unrealistic, baseless and fanciful demands are not met. Attorney Lurie knows that the only Count that would be subject to any serious review on appeal would be Count I. I expect that if the plaintiffs were duped into filing an appeal of the judgment that entered on Counts II and III, the Town would be forced into cross-appealing the judgment that entered on Count I. A further appeal does not benefit the Town, or its residents.

In the unlikely event that these ten taxpayers and their supporters advocate against the approval of an Article (or Articles) at a Special Town Meeting to appropriate money to acquire the land (and accept donated land) described in the Settlement Agreement, and they are successful in that endeavor, as Justice Meade stated in his April 8 Decision, the Town will unfortunately end up with nothing – it will end up with no land. I hope and expect that the ten-taxpayers and their supporters understand and appreciate this undisputed reality. That is not an outcome that my clients want. It is time for the posturing, bullying and chest-pounding to end. As I am sure your clients have informed you, the settlement agreement that was executed in February was subject to intense negotiations and hard-bargaining by both sides. After the first mediation session concluded on January 8, it appeared unlikely that there would be a resolution. With the assistance of Judge Lombardi, the parties were able to get a deal done. No one got everything they wanted in that settlement agreement, but the agreement is fair and reasonable to both sides, and more importantly, it is fully enforceable. G&U and the Trust continue to act consistent with their obligations under the Settlement Agreement, and they look forward to the Special Town Meeting vote to authorize (or not authorize) an appropriation allowing the Town to acquire the property described therein.

Please share this letter with the Select Board. If you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours

/s/ Donald C. Keavany, Jr.

Donald C. Keavany, Jr.

cc:

Ms. Diana Schindler, Hopedale Town Administrator (via email only)
Hopedale Conservation Commission
Hopedale Water and Sewer Commission
Hopedale Finance Committee
Clients

Today's Date	Comments to Select Board:
11/13/2021	Exercise our ROFR as the residents have voted
11/13/2021	We have veen given another chance to acquire the land. Please do this for the future of Hopedale and its citizens. So grateful for it! Thank you!
11/13/2021	Get it right this time, please.
11/13/2021	Buy this land!!!!
11/13/2021	Please honor the will of the town as expressed in the unanimous vote at Town Meeting
11/12/2021	Hopedale should complete the process to exercise our right to acquire Hopedale's watershed, our future depends upon it.
11/13/2021	Please do the right thing. The residents have spoken.
11/13/2021	Protecting the wetlands is vitally important in the fight to save our environment. Please uphold the wishes of the town as evidenced by the vote taken October 2020.
11/13/2021	As a town we have made our wishes clear. I would ask that you please act upon those wishes and take advantage of the beneficial RoFR. Thank you.
11/13/2021	The Right of First Refusal is an opportunity the town voted for. Please proceed accordingly.
11/13/2021	Please purchase land
11/13/2021	This is a must do, not a want to do.
11/13/2021	Acquiring this land is in the best interest of our community and the environment. Please do the right thing.
11/13/2021	Please follow the clear directives of the citizens of the town you represent. Thank you for your service to the town.
11/13/2021	Please exercise our Right of First Refusal of the 130 acres of Forestland and aquire this land as soon as possible!!!!!!
11/13/2021	Please honor the vote of the people
11/13/2021	Do the right thing by the citizens and purchase the land.
11/13/2021	The people of this town UNANIMOUSLY agreed to this. Do your job and honor the will of the town.
11/13/2001	Please do the right thing.
11/13/2021	Please, proceed to purchase the whole watershed property
11/13/2021	Please…Hopedale I has lost so much green space with an over abundance of development, adding to our tax burden with needed increased costs for schools,
11/13/2021	Proceed to purchase the whole water shead property.
11/13/2021	I agree!!!
11/13/2021	Please help protect this land, the watershed, and the people of Hopedale
11/13/2021	This is your chance to do the right thing. Your job is to represent the will of the people, not your own personal interests. The town's attorneys have misadvised and it is time to put ego aside and do your job. What will be your legacy?
11/12/2021	Please exercise our Right of First Refusal and purchase all of the land, the court has given you a second chance.
	The Superior Court has spoken. This misadventure is now over. No more handwringing. No more legal opinions.The Town must acquire this land with all deliberate speed.
11/13/2021	Failure to act will will not only result in judgment at the ballot box, but will sully the reputations of all involved. The time has come to do what the voters demand, not what the railroad wants.
	This needs to be completed as it was a unanimous vote. The railroad is a terrible partner for the town. We need to protect our water rights, parklands, and community.
11/13/2021	Most importantly. The settlement costs the town money and we get unusable land and first refusal costs us nothing.
11/13/2021	Do the right thing and buy the entire property
11/13/2021	Please execute the will of the people as your elected to do
	I emplore you to buy this land. Please vote with your constituents not against please. No one in town wants this RR to bully us around.
11/13/2021	As they did by parking graffiti trains in the rail road trestle by the church in recent times. Remember the small things they did. That was a blight on the town and I hope you noticed that.
11/13/2021	Please exercise our RofFR and protect our resources.
11/13/2021	Please move forward with completing the right of first refusal and preserve this land for the town.
11/13/2021	Right of Refusal
11/13/2021	Please exercise our right to acquire Hopedale's watershed
11/13/2021	Enact the will of the residents.
11/13/2021	We told you what we wanted the first time. Please don't go against the will of the town a second time...
11/13/2021	Please proceed with purchasing the land for Hopedale.
11/13/2021	Please follow the wishes/vote of the towns people.
11/13/2021	Please support the right decision and exercise the town's right of first refusal. Protect OUR town!
11/13/2021	Please do what's best. Thanks
11/13/2021	The choice should be clear here, to just do as we all asked at Town Meeting, at no additional cost to the town.
11/13/2021	The town unanimously told you what we wanted regarding this land and how we wanted you to represent us. Please represent the will of the people.
11/13/0021	Make this right and abide by the votes of the Citizens of Hopedale, MA
11/13/2021	I fully support that the town purchase all of the land as approved at the 2020 town meeting
11/13/2021	Please!!
11/13/2021	Please purchase and protect this land.
11/13/2021	Greenlands project funds should assist with preservation of this area. Great proposal.
11/13/2021	STOP THE RAILROAD! Select Board please act in accordance with the unanimous Town Meeting vote and acquire all of the Forestland. It is the right thing to do.
11/13/2021	Please honor the will of the town who already voted in support of this. Your role is to represent the will of the people. Future voters will remember this decision.
	With the residents already been awarded a win doesn't that give us a better shot to successfully purchase and hold the land.
11/13/2021	Also if the resident attorneys is willing to cover the legal costs is there a significant risk to the town.
11/13/2021	Please complete the process the town previously voted for unanimously
	I am in complete agreement that the Town should preserve its right to purchase the entire parcels of land, as voted on by the residents.
	Preservation of the watershed and wetlands is vital to the integrity and well being of this very important natural resource.
11/13/2021	If we squander this opportunity, it will only be the beginning of continuous ongoing head-butting and legal actions to hold the railroad to their promises.
	This purchase is essential to the quality of life in this town. We have a limited supply as is. Questions have been raised in recent months regarding the likelihood of PFAS,
	the forever chemicals, in our water.. As an individual who suffers feom CKD, I have always been concerned the quality of our municipal water..
	I do not drink or cook with town water, and seem to have stabilized my condition. I fear for the health of others. The Board needs to di the right thing,
11/13/2021	and follow the wishes expressed by Town Meeting. How can we hope to further develop areas of our community without a high quality sufficient water supply. We must protect out water resources!
11/13/2021	No business with railroad. Please purchase land for town use.
11/13/2021	Vote to protect our land
11/13/2021	I attended the town meeting where the vote was unanimous and hope the board will act in accordance with the citizen's wishes
	Please follow the residents' overwhelming unanimous vote and complete the Right of First Refusal process to acquire ALL the chapter 61 forestland as there will be no monetary expenses incurred by the town.
11/13/2021	Too much has been unnecessarily spent and wasted at the residents expense.
11/13/2021	Complete the Right of First Refusal process and follow the unanimous vote pf the residents of Hopedale.
11/13/2021	Please execute our ROFR on the entire parcel of land in question. As we voted unanimously as a town.
11/13/2021	Protect the watershed, we have a well that may be in danger of pollution from the massive pollution from the RR

11/13/2021	Please buy the property in question.
11/14/2021	Please vote to protect and preserve our watershed and a critical environmental resource
11/14/2021	Please exercise our ROFR in this matter
11/14/2021	Please do what is clearly the right choice here
11/14/2021	We urge the Board to complete the process to exercise our right to acquire Hopedale's watershed property as previously voted.
11/14/2021	Complete the right of first refusal
11/14/2021	Our parklands and water are important resources for our town. It is so important that we have control over them and protect them.
11/14/2021	The residents of Hopedale overwhelmingly provided their wishes to the board to purchase the entire property in question in the largest voter turnout ever. I believe it is your obligation to honor the resident's directive.
11/14/2021	Now the court has essentially hit the reset. Please use this second opportunity to protect Hopedale's limited but vital resources, specifically our watershed.
11/14/2021	I'm very excited for this opportunity to protect Hopedale's resources. I hope that the town will move forward with the vote expressed in 2020.
11/14/2021	Please enforce vote from October 2020 made by the town to acquire all land.
11/14/2021	Enforce town vote from October 2020.
11/14/2021	Please vote for the RoFR
11/14/2021	Please follow through and exercise our right to Exercise our right to acquire Hopedale watershed.
11/14/2021	Please execute on the wishes of the town.
7/31/1984	Please complete the Right of First Refusal process, exercising the Town's Option to acquire all of the c. 61 Forestland, as the Town unanimously approved at the October 2020 Town Meeting. Don't silence our voice.
11/14/2021	Please complete the Right of First Refusal process, exercising the Town's Option to acquire all of the c. 61 Forestland, as the Town unanimously approved at the October 2020 Town Meeting. Respect our vote.
11/14/2021	Please complete the Right of First Refusal process, exercising the Town's Option to acquire all of the c. 61 Forestland, as the Town unanimously approved at the October 2020 Town Meeting. Don't silence our voice.
	Pls follow the will of the vote already taken in October of 2020 to exercise our towns right of first refusal to purchase this land and keep it a woodland/wetland
11/14/2021	environment safe from pollution and environmental destruction that the railroad has already proven it will do by clear cutting land they have no right to be on.
11/14/2021	Please re-consider filing ROFR and securing important watershed.
11/14/2021	Proceed with the purchase of the land as previously approved at Town Meeting
11/14/0021	Thank you for pursuing this!
11/14/2021	Proceed with purchasing land as approved at Town Meeting
11/14/2021	Purchase the land
11/14/2021	Parklands gotta stay
11/14/2021	Please listen to the town and act in our wishes to buy the land. Thank you!
11/14/2021	Please get this done and thank you for your service to the people of Hopedale.
	Thank you for your service to our town. On behalf of my family, we appreciate your investment of time; approaching your roles with vigor and integrity,
11/15/2021	making tough decisions in the benefit of the citizens of our beloved town and representing the will of those citizens as voiced in aggregate through assembly and vote.
11/15/2021	So lucky someone stood up for the wrong that was done.
11/15/2021	Please help save our lovely parklands.
11/15/2021	Please listen to your constituents and Let the town buy the land.
11/15/2021	Please listen to the town and do the right thing
11/15/2021	We have a chance to do the right thing this second time around, due to the efforts of a dedicated few. Let's not be short-sighted twice.
11/15/2021	Please continue on this journey
11/15/2021	please listen to your constituents and let the town but the land
11/15/2021	I support the town of Hopedale purchasing both properties to deny the railroad company its purchase of the land.
11/15/2021	I was one of the participants in the Oct 2020 town meeting and in all my 34 years in Hopedale I have never seen unanimity at that level on any other issue - please support the decisions made at that town meeting.
11/15/2021	Watersheds are vital parts of the ecosystem for many reasons. They are often ruined in the name of urban development. Leave the West St watershed alone and listen to the towns people when they say it
11/14/2021	Thank you for considering our petition. The Parklands are a treasure worth protecting.
11/15/2021	The citizens voted loud and clearly what they want. Don't waste anymore time and money. Get this done for them
	Dear Select Board, Please follow to Town's unanimous vote in October 2020 to acquire the West Street watershed. We the townspeople have done all that we can to make our voice and decisions heard,
11/15/2021	and we want the Town of Hopedale to exercise the Right of First Refusal. Please make it happen. Thank you.
11/15/2021	Future generations of Hopedale citizens will be grateful and thankful if the board moves forward with the West Street land acquisition. Please keep this in mind! Thank you!
11/15/2021	Please vote to save our forestland and protect Hopedale's resources for future generations to enjoy.
	I believed by our vote last October the townspeople made very clear the objective was to exercise Hopedale's Right of First Refusal and purchase the land parcel(s) in question.
	We have a second chance. to do just that. I ask that you complete the RoFR process. We have been granted a reprieve and have this one opportunity to acquire all of the Forestland. Let's do it!
11/15/2021	Jeanne Heath
11/15/2021	Water rights are going to be critical for Hopedales future, this is seriously a no brainer for the town to own this land
11/15/2021	Thank you for your support.
11/16/2021	Let's make this happen!!!
11/16/2021	Please do the people of Hopedale's will and buy this property for the town.
11/16/2021	Please follow the will of the people of Hopedale
11/16/2021	I support the purchase of the entire property as voted at the 10/20 town meeting.
11/16/2021	Specifically to Mr. Keyes and Monsieur Arcudi..YOU work for the RESIDENTS and best interests of this Town - NOT the railroad and other special interests. Stop the lies and bullshit and DO YOUR DAMN JOB
11/16/2021	Please honor the town meeting vote and exercise RoFR.
11/17/2021	All of the forestland should be acquired by the town.
11/17/2021	Please follow the petition and the clearly voiced will of the townspeople as per the petition.
11/17/2022	Please follow the actions unanimously approved by the Town citizens to purchase and protect our Forestland. We are all counting on you to fo the right thing for the future of our precious land.
11/17/2021	Please complete the Right of First Refusal process, exercising the Town's Option to acquire all of the c. 61 Forestland, as the Town unanimously approved at the October 2020 Town Meeting. Don't silence our voices.
11/17/2021	Please save this land for our wildlife to be safe and not interrupted by development.
11/17/2021	Pls pursue the land purchase without delay
11/17/2021	Keep our parklands!
11/17/2021	Please keep our land protected. The railroad should not be using this land!
11/17/2021	Please do all you can to preserve the Parklands. There is so little recreation/open space left!
11/17/2021	Please exercise our RofFR
11/17/2021	Purchase the land
11/18/2021	Please proceed with acquiring the property.

	under no circumstances should we allow the proposed RR facility to be built at their proposed site. is there really zero plan for how to develop real,
11/18/2021	sustainable businesses in town that will actually enhance our property values and desirability?
11/18/2021	Please adhere to the will of the people and prevent Railroad from destroying our forest.
11/18/2021	I'm hoping that you will approve the purchase the West Street land for the benefit of the town.

Timestamp	e-Signature (first and last r	Street Address	Email Address	Today's Date	
11/12/2021 18:05:45	Elizabeth Reilly	68 Dutcher Street, Hopeda	liz_shop@comcast.net		11/12/2021
11/12/2021 19:13:41	Carole Mullen	11 Moore Rd.	mullencarole@verizon.net		11/12/2021
11/13/2021 10:07:03	Renee DeWolf	14 Ballou Rd	dewolfreneemark@gmail.c		11/13/2021
11/13/2021 10:07:34	Karen M Devine	57 Westcott Road	karendevine@gmail.com		11/13/2021
11/13/2021 10:08:05	Deirdre Riley Thomson	49 Westcott Road, Hopeda	deirdrethomson3@gmail.c		11/13/2021
11/13/2021 10:08:20	James Donohoe	49 Progress St.	jim.donohoe@gmail.com		11/13/2021
11/13/2021 10:10:21	Carla McCall	31 Westcott Rd	Cmccall@aafcpa.com	11/13/0021	
11/13/2021 10:10:48	Adriane Reed	10 Forest Path	adriane100@gmail.com		11/13/2021
11/13/2021 10:16:22	Greg Komara	10 Prospect Street	Komags67@gmail.com		11/13/2021
11/13/2021 10:16:23	Barbara Elfland	95 Greene Street	abcelf@comcast.net		11/13/2021
11/13/2021 10:16:59	Nathan Martin	9 Westcott rd	Nathan01747@yahoo.com		11/13/2021
11/13/2021 10:17:48	Ann Fahey	137 Dutcher Street Hoped	Afm@faheyfamily.com		11/13/2021
11/13/2021 10:18:28	Michelle Smith	366 West Street	366msmith@gmail.com		11/13/2021
11/13/2021 10:19:56	Celene Howard	15 Hammond Rd, Hopedal	celenehoward@gmail.com		11/13/2021
11/13/2021 10:21:06	Elizabeth Small	3 Haven Way	Lsmall7@comcast.net		11/13/2021
11/13/2021 10:21:25	Melissa Mercon Smith	366 West Street, Hopedale	melissamerconsmith@gma		11/13/2021
11/13/2021 10:22:01	Linda Cameron	32 Mellen Street	Lcameron3@comcast.net		11/13/2022
11/13/2021 10:22:27	Shannon OBrien	10 Bancroft Park	sobrien1010@gmail.com		11/13/2021
11/13/2021 10:23:39	Jennifer Newman	24 Adin Street	jcnewman68@yahoo.com		11/13/2021
11/13/2021 10:24:54	Eric Newman	24 Adin Street	ejn52cpa@gmail.com		11/13/2021
11/13/2021 10:25:59	Johanna Fitzgerald	117 /119 Dutcher st	jpfitz963@yahoo.com		11/12/2021
11/13/2021 10:27:03	Marylee Floyd	118 Adin Street, Hopedale	lcfloyd@verizon.net		11/13/2021
11/13/2021 10:28:24	McKenzie Fahey	137 Dutcher St	mmf@faheyfamily.com		11/13/2021
11/13/2021 10:28:36	Donna Jansky	12 Oak View Lane	djansky@comcast.net		11/13/2021
11/13/2021 10:32:52	Sara Pellegrini	35 Larkin Ln Hopedale MA	Advancedenergys@aol.co		11/13/2021
11/13/2021 10:34:42	Shawn Ashby	61 Westcott Road, Hopeda	spa747@gmail.com		11/13/2021
11/13/2021 10:35:28	Margaret Carrigan	1 Crockett Circle, Hopedal	mcarrig2@comcast.net		11/13/2021
11/13/2021 10:36:05	Heidi Finnegan	10 Spruce Circle	finneganh1984@gmail.com		11/13/2021
11/13/2021 10:36:28	William Carrigan	1 Crockett Circle, Hopedal	mcarrig2@comcast.net		11/13/2021
11/13/2021 10:36:55	Adam Fumia	27 Cemetery St	Afumia@gmail.com		11/13/2021
11/13/2021 10:37:44	Jamie Deppe	12 Gannett Way	jdeppe32@gmail.com		11/13/2021
11/13/2021 10:37:48	Laurie Reynolds	209 Dutcher Street Hoped	mrlrtr@comcast.net		11/14/2021

11/13/2021 10:38:07	Karen Wyspianski	9 Spruce circle	Karen@kw-cpa.com	11/13/2021
11/13/2021 10:39:21	Phyllis Foley	17 Bancroft Park, Hopedal	pjfoley123@gmail.com	11/13/2021
11/13/2021 10:40:30	Jessica Raddi	14 Hope St	Jessica.raddi@gmail.com	11/13/2021
11/13/2021 10:41:04	Stephanie McCallum	107 Hopedale St	Stephanie_mccallum@hot	11/13/2021
11/13/2021 10:41:34	Paul and Jennifer Bourgeo	1 Heron Lane	Pbandjathome@gmail.com	11/13/2021
11/13/2021 10:41:39	Shannon Fleming	56 Mendon St	shannon.fleming@gmail.c	11/13/2021
11/13/2021 10:41:49	Grant Deppe	12 Gannett Way	Jdeppe32@hotmail.com	11/13/2021
11/13/2021 10:42:33	Leeann DiPietropolo	90 Dutcher St	Dipietropolo@comcast.net	11/12/2021
11/13/2021 10:43:30	Gary Raddi	14 Hope St.	Gr.raddi@gmail.com	11/13/2021
11/13/2021 10:48:22	Christopher Carron	90 Dutcher St	C.carron79@gmail.com	11/13/2021
11/13/2021 10:49:45	Madhu Kaushik	32 Larkin lane Hopedale M	madhu_kaushik2@yahoo.c	11/13/2021
11/13/2021 10:50:09	Mika Tapanainen	14 Rockridge road	Mikatapanainen@comcast	11/13/2021
11/13/2021 10:51:22	Lorraine A Olson	274 South Main Street	loro5171@gmail.com	11/13/2021
11/13/2021 10:51:53	Yolanda Tapanainen	14Rockridge Road	Michelletapanainen@comc	11/13/2021
11/13/2021 10:54:09	Megan Smith	1 Gannett Way	msbsmith01@gmail.com	11/13/2001
11/13/2021 10:54:58	Jessenia Sanchez	18 Ballou Road	Jessenia.Sanchez007@gn	11/13/2021
11/13/2021 10:55:08	keith smith	1 Gannett Way	keith.smith@cop-inc.com	11/13/2021
11/13/2021 10:59:41	Suzanne Singson	18 Driftway St	susing65@gmail.com	11/13/2021
11/13/2021 11:03:08	Alison Dressler	7 Pierce Street	alisonadressler@gmail.cor	11/13/2021
11/13/2021 11:03:23	Gerald Singson	18 Driftway St	Gerry.singson@gmail.com	11/13/2021
11/13/2021 11:03:26	Debra A Hodgens	35 Adin Street	Debhodgens@gmail.com	11/13/2021
11/13/2021 11:08:44	Maureen Hodgens	35 Adin Street Hopedale, M	maureenhodgens@gmail.c	11/13/2021
11/13/2021 11:09:02	Tara Taglianetti-Chambers	13 Hopedale St Hopedale	arat2662@comcast.net	11/13/2021
11/13/2021 11:09:12	Francis Hodgens	35 Adin St	franhodgens@live.com	11/13/2021
11/13/2021 11:10:57	Christopher P. Hodgens	35 Adin Street	cphodgens@gmail.com	11/13/2021
11/13/2021 11:13:06	Christopher P. Hodgens, J	35 Adin Street	snegdoh7@gmail.com	11/13/2021
11/13/2021 11:18:09	Leslie E Morris	15 Gannett Way	Nuttypatsfan@comcast.ne	11/13/2021
11/13/2021 11:21:25	Jayme Solomon-Zissu	6 Larkin Ln	jaymes-z@verizon.net	11/13/2021
11/13/2021 11:23:21	William Diorio	15 Haven Way Hopedale M	Williamdiorio@gmail.com	11/13/2021
11/13/2021 11:28:59	Theresa Ehrlich	5 Gannett Way	Tehrlich8808@gmail.com	11/12/2021
11/13/2021 11:30:33	Matthew Ruwe	24 mendon street	Mattruwe101@gmail.com	11/13/2021
11/13/2021 11:30:57	Paul Poisson	3 Moore Rd	paul.poisson@gmail.com	11/13/2021
11/13/2021 11:31:12	Michele LaReau-Alves	164 Hopedale Street Hope	Tonyandmichele@comcas	11/13/2021

11/13/2021 11:32:39	Rebecca Chan	37 Larkin Ln Hopedale	rwchan19@gmail.com		11/13/2021
11/13/2021 11:43:27	Beth Ruwe	24 Mendon St	mbruwe@yahoo.com		11/13/2021
11/13/2021 11:52:49	John D. Hall	13 Haven Way	Jehall4@verizon.net		11/13/2021
11/13/2021 11:56:26	Michelle Leonard	65 Freedom St Hopedale,	Micleonard32@gmail.com		11/13/2021
11/13/2021 11:56:54	Thomas Garofano	179 Freedom St	hopedale@garofano.com		11/13/2021
11/13/2021 11:58:25	Ovila Dionne	134 Dutcher Street	sdionne1@comcast.net		11/13/2021
11/13/2021 11:59:40	Elizabeth Savage	42 Adin Street	Elizabethcsavage@gmail.c		11/13/2021
11/13/2021 12:00:53	Catherine Hodgens	35 Adin Street	hodgenscatherine@gmail.c		11/13/2021
11/13/2021 12:01:16	David Farrer	208 Dutcher St Hopedale M	Djfpaint@gmail.com		11/13/2021
11/13/2021 12:01:34	Jonathan Zissu	6 Larkin Lane	jzissu0@hotmail.com		11/13/2021
11/13/2021 12:02:00	Greg Habel	80 Jones rd	Ghabel@verizon.net		11/13/2021
11/13/2021 12:03:19	Kristina Buckley	214 West Street	Buckleykj14@comcast.net		11/13/2021
11/13/2021 12:10:34	Kira Obrador	8 Larkin Lane	kira_rempe@hotmail.com		11/13/2021
11/13/2021 12:15:06	Caroline Floyd	118 Adin Street	Ccwong028@hotmail.com		11/13/2021
11/13/2021 12:16:59	Carol Hall	64 Westcott Rd.	tiredmom1999@gmail.com		11/13/2021
11/13/2021 12:17:20	Carlos Obrador Garrido	8 Larkin Lane	carlos_obrador@hotmail.c		11/13/2021
11/13/2021 12:24:59	Matthew T Madden	12 Tillotson Road, Hopeda	Mmadden0605@gmail.cor		11/13/2021
11/13/2021 12:29:36	Kelly Santoro	14 Union St	kelly.santoro66@gmail.cor		11/13/2021
11/13/2021 12:36:13	Cierra Meurant	54 Dutcher Street, Unit 9	meurant.cierra@gmail.com		11/13/2021
11/13/2021 12:41:29	Jason Stock	11 Greene St	jaystock@gmail.com		11/13/2021
11/13/2021 12:43:32	Heather Jacob	35 Inman Street	jacob.heather@gmail.com		11/13/2021
11/13/2021 12:47:01	Carolyn cyr	68 westcott road	carocyr@comcast.net		11/13/2021
11/13/2021 12:49:18	Matthew Sughrue	68 Westcott road	cacyr@milrrg.org		11/13/2021
11/13/2021 12:50:14	Denise Linder	5 Overdale Parkway	dlinderg4@gmail.com	11/13/0002	
11/13/2021 12:58:50	Sheri hobson	27 gannett way	Ghobsoniv@comcast.net		11/13/2021
11/13/2021 13:01:48	Helene Carlin	79 Jones Rd.	Hcarlin9@gmail.com		11/13/2021
11/13/2021 13:05:43	Marion Miller	15 Hope Street	1greengirl912@gmail.com		11/13/2021
11/13/2021 13:18:52	Alan Elfland	95 Greene Street Hopedal	abcelf@comcast.net		11/13/2021
11/13/2021 13:22:35	Cathy Valentine	12 Soward St	cmv0112@verizon.net		11/12/2021
11/13/2021 13:33:26	Alysia K Butler	3 Steel Road, Hopedale, M	alysiakbutler@gmail.com		11/13/2021
11/13/2021 13:46:25	Emily Thompson	31 Hammond rd	Emilys_thompson@yahoo.		11/13/2021
11/13/2021 13:52:13	Lawrence Winroth	35 Tammie Road Hopedal	ltwinroth@verizon.net		11/13/2021
11/13/2021 13:54:01	Barbara Hagan	60 Jones Rd	BarbaraAHagan@gmail.co		11/13/2021

11/13/2021 13:56:45	Meredith Elkins	30 Mendon Street	meredithelkins@gmail.co	11/13/0021
11/13/2021 14:15:09	Marie Scherer	16 Lake St	Marie.scherer13@gmail.cc	11/13/2021
11/13/2021 14:27:41	Nancy Verdolino	22 Anthony Rd.	Nverdolino@hopedalesch	11/13/2021
11/13/2021 14:38:08	Pauline Jackman	1 Hopedale Street	ppjackman@hotmail.com	11/13/2021
11/13/2021 14:40:31	Dan Iacovelli	27 Progress St	dan_iacovelli@yahoo.com	11/13/2021
11/13/2021 14:43:34	Lisa Wilson	23 Hammond Road, Hope	wilsonlgfamily@gmail.com	11/13/2021
11/13/2021 14:45:40	Wanda Ashby	61 Westcott Road	wla747@gmail.com	11/13/2021
11/13/2021 14:46:10	Heather Lee	6 Dana park	Heather7672@hotmail.con	11/13/2021
11/13/2021 14:51:32	Christopher Ashby	61 westcott road, hopedale	Cja747@gmail.com	11/13/2021
11/13/2021 14:58:46	Carolyn Grider	32 Tammie rd	Mcjoekry@verizon.net	11/13/2021
11/13/2021 15:28:38	Susan Gaile	28 Tammie Road	sgaile@hinkeldesigngroup	11/13/2021
11/13/2021 15:36:37	Grant Gosselin	35 Westcott Road	Grantmgosselin@gmail.co	11/13/2021
11/13/2021 15:46:53	Lisa MacDonald	3 Sandy Hill Road	Lisa@bostonbroadband.cc	11/13/2021
11/13/2021 16:08:41	Scott Savage	42 Adin Street	Scottsavage24@hotmail.c	11/13/2021
11/13/2021 16:18:20	Jason Beard	37 Freedom st Hopedale M	Jabeard3@gmail.com	11/13/2021
11/13/2021 16:30:21	Tracey Philips	82 Hopedale Street	traceyphilips@yahoo.com	11/13/2021
11/13/2021 16:31:09	Jedidiah Marshall	82 Hopedale Street	Jedidiah_m@yahoo.com	11/13/2021
11/13/2021 16:32:22	Robin L. Pino	110 Plain Street	robinleepino@gmail.com`	11/13/2021
11/13/2021 16:38:07	Kristen Poisson	3 Moore Road	Kristen.poisson@gmail.cor	11/13/2021
11/13/2021 16:43:22	Monica Cantwell	10 Francis rd	mcamtwell58@verizon.net	11/13/2021
11/13/2021 16:45:22	Jeanice Kangis	191 Dutcher Street	5083282428	11/13/2021
11/13/2021 16:50:12	Gerald P Gallo	69 Mill Street	j.gallo_cpa@comcast.net	11/13/2021
11/13/2021 16:51:55	Robert J. Reed Jr.	10 Forest Path	rjreedjr@gmail.com	11/13/2021
11/13/2021 16:55:28	Patrick Giles	12 Laurelwood Drive, Hope	GPat820400@aol.com	11/13/2021
11/13/2021 16:58:01	Telma Rizzo	8 Whitney Road	telrizzo@gmail.com	11/13/2021
11/13/2021 17:09:53	Frederick G. Oldfield III	30 Freedom Street Hopeda	Fgo3rd@aol.com	11/13/2021
11/13/2021 17:11:44	James M Morin	33 Harmony Trail Hopedal	jmorin33@comcast.net	11/13/2021
11/13/2021 17:16:51	Megan Stewardson	17 Tammie Road	Megan.stewardson@gmail	11/13/2021
11/13/2021 17:23:01	Lori-Anne Cote	90 Greene St.	loricote2@gmail.com	11/13/2021
11/13/2021 17:24:06	Daniel Mahon	4 Country Club Ln	mahondj@gmail.com	11/13/2021
11/13/2021 17:27:37	Kelly Alley	3 Gannett Way	macdonka@aol.com	11/13/2021
11/13/2021 17:33:31	Gail Brown	119 Mill St	adamjefferic@yahoo.com	11/13/2021
11/13/2021 17:41:50	Evey Caron	120 Freedom St	Elcarroll1@yahoo.com	11/13/2020

11/13/2021 17:47:46	Ann LaBrode	5 Tillotson Rd Hopwdale	ann.labrode@comcast.net		11/13/2021
11/13/2021 17:49:19	Alan LaBrode	5 Tillotson Road	alabrode@comcast.net		11/13/2021
11/13/2021 17:49:43	Christine Seaver	141 Dutcher St.	Christine .seaver@gmail.c		11/13/2021
11/13/2021 17:53:42	Carol Lessard	14 Greene Street	diablo720@gmail.com		11/13/2021
11/13/2021 17:56:30	Janice Doyle	178 Hopedale St	janice.doyle@comcast.net		11/13/2021
11/13/2021 17:56:30	imadeererider@gmail.com	14 Greene Street	imadeererider@gmail.com		11/13/2021
11/13/2021 18:13:30	Kathleen Cardinale	29 Dana Park	ktcardinalle@gmail.com		11/13/2021
11/13/2021 18:53:43	Amy Beard	37 Freedom St Hopedale M	aebeard3@gmail.com		11/13/2021
11/13/2021 18:55:37	Alyssa Garriga	206 south Main Street	Alyssaseveryn@gmail.com		11/13/2021
11/13/2021 19:39:38	Samuel P Whiting	12 Whitney Rd	Philwhiting2@gmail.com		11/13/2021
11/13/2021 20:02:31	Lynne Curran	250 Dutcher St	contessa250@yahoo.com		11/13/2021
11/13/2021 20:03:01	Margaret Rothwell	79 Laurelwood Drive	M_rothwell@msn.com		11/13/2021
11/13/2021 20:07:21	Amanda Kimball	70 Adin St	Amandamoore04@yahoo.(		11/13/2021
11/13/2021 20:19:34	Susan Iaciofano	8 Oak View Lane	Misty343@verizon net		11/13/2022
11/13/2021 20:25:36	Edward Iaciofano	8 Oak View Lane	bchprty@verizon.net		11/13/2021
11/13/2021 20:54:25	Leo Doran	10 Francis Rd	Leodoran@massgymnasti(		11/13/2021
11/13/2021 21:17:44	Ryan Iaciofano	8 oak view ln	iaciofanor@gmail.com		11/13/2021
11/13/2021 21:44:10	Christopher Embree	5 Westcott Road	Hombre1145@gmail.com		7/13/1995
11/13/2021 21:55:08	Dona Neely	209 Laurelwood Drive	donaneely1@comcast.net		11/13/2021
11/13/2021 21:58:35	John bache	25 Dana Park	Jbache102469@gmail.com		11/12/2021
11/13/2021 22:12:40	Suzanne Buchanan	111 Dutcher Street Hopeda	Suzybjakers@gmail.com		11/13/2021
11/13/2021 22:27:36	Hayley Carron	90 Dutcher St	Hayleyecarron@gmail.com		11/13/2021
11/13/2021 23:48:29	Chance Leonard	65 Freedom St	Chanceleonard@verizon.n		11/13/2021
11/14/2021 0:19:09	Samuel Hockenbury	15 Ballou Rd	Sam.hockenbury@gmail.c		11/14/2021
11/14/2021 7:11:54	Nicole lathrop	3 Malquinn Drive	Nicole.lathrop@yahoo.com		11/13/2021
11/14/2021 7:17:22	Donald chambers	13 Hopedale st	D13chambers@comcast.n		11/14/2021
11/14/2021 7:33:03	Michael Apicella	228 Mendon Street	maps3377@gmail.com		11/17/2021
11/14/2021 8:44:14	Steve Guyon	4 Soward St	Srguy1@verizon.net		11/14/2021
11/14/2021 8:44:25	Denise and Mark Sesona	11 Francis Road	dsesona@yahoo.com		11/14/2021
11/14/2021 9:23:56	colleen m. Strapponi	1 overdale parkway	cmsstrappa@gmail.com	11/14/0021	
11/14/2021 9:26:10	mark s. Strapponi	1 overdale parkway	strappa1957 @gmail. com		11/14/2021
11/14/2021 9:38:23	Laura Grady	211 Hopedale Street	lgradyma6@gmail.com		11/15/2021
11/14/2021 9:46:45	Tracey Habel	80 Jones Rd	Thabel@verizon.net		11/14/2021

11/14/2021 9:47:29	Gretchen Adamski	2 Gannett Way Hopedale,	gmadamski93@gmail.com	11/14/2021
11/14/2021 9:57:49	Beverly Carver	63 Jones Road	Bevcp1@yahoo.com	11/13/1921
11/14/2021 10:05:55	Rick Adamski	2 Gannett Way	radamski@icloud.com	11/14/2021
11/14/2021 10:06:31	Dan Sullivan	180 Dutcher Street	Dsulls11@gmail.com	11/14/2021
11/14/2021 10:15:50	Courtney Sullivan	180 Dutcher Street	Crsullivan17@gmail.com	11/14/2021
11/14/2021 10:42:31	Stephanie Thomas	12 Overdale Parkway, Hop	Tril2582@gmail.com	11/14/2021
11/14/2021 10:43:01	Stephen Foley	8 Bens Way	foley.stephenj@gmail.com	11/14/2021
11/14/2021 10:43:55	Barbara A Thomas	12 Overdale Pkwy	nt42@msn.com	11/14/2021
11/14/2021 10:49:18	Andre Pereira	8 Bancroft Pk	aapereira@gmail.com	11/14/2021
11/14/2021 10:49:44	Lorene Hunt	10 Heron Lane, Hopedale,	leppley@msn.com	11/14/2021
11/14/2021 10:50:29	Christopher Hunt	157 Laurelwood Drive, Hop	cadhunt1968@gmail.com	11/14/2021
11/14/2021 10:53:27	Karen A.Daige	22 Prospect Street	molsam@comcast.net	11/14/2021
11/14/2021 10:57:42	Arlene Williams	98 Hopedale Street	arli8191@aol.com	11/14/2021
11/14/2021 11:01:05	Mark Niziak	7 Cutler Street	mniziak@aol.com	11/14/2021
11/14/2021 11:06:39	Eric Gaus	8 Gannett Way	Egsus72@gmail.com	11/14/2021
11/14/2021 12:09:44	Brittany Clark	102 Dutcher Street	Peaceluv1205@gmail.com	11/14/2021
11/14/2021 12:10:13	Branden Moyer	102 Dutcher Street	Bmoyer121986@gmail.cor	11/14/2021
11/14/2021 12:12:01	Melani Galante	21 Overdale Parkway	Melani.galante@gmail.com	11/14/2021
11/14/2021 12:31:16	Jean Donohoe	49 Progress St.	jeandonohoe@comcast.ne	11/14/2021
11/14/2021 12:38:35	Robert Brodeur	65 Jones Rd	brodeur.r@gmail.com	11/14/2021
11/14/2021 12:47:51	Chris Parker	8 Crockett Circle	Cparker@clarkeliving.com	11/14/2021
11/14/2021 12:52:36	Debora Strick	5 Heron Lane	stricks4@comcast.net	11/14/2021
11/14/2021 12:54:11	Gordon Strick	5 Heron Lane	gordonstrick@comcast.net	11/14/2021
11/14/2021 12:55:24	Owen Strick	5 Heron Lane	owenstrick@comcast.net	11/14/2021
11/14/2021 13:40:10	Justine Taylor	8 Tillotson road	Jltaylor28@hotmail.com	7/28/1987
11/14/2021 14:09:37	Tasha Griffin	198 A Dutcher	Tashas9983@yahoo.coM	11/14/2021
11/14/2021 14:11:40	Christine Bache	25 Dana Park	Chris0513@verizon.net	11/14/2021
11/14/2021 14:48:40	Ryan Maloney	143 Laurelwood Dr	rmm92301@gmail.com	11/14/2021
11/14/2021 14:57:56	Kevin Chambers	13 Hopedale st	Kmchambers31@yahoo.co	7/31/1984
11/14/2021 15:03:43	Christine Luccini	125 Hopedale Street	Cdluccini@hmail.com	11/14/2021
11/14/2021 15:21:09	Kathy Riley	11 Forest Path, Hopedale,	kathyriley31@comcast.net	11/14/2021
11/14/2021 15:30:57	Patricia Colcord	18 Northrop St., Hopedale,	patcolcord@gmail.com	11/14/2021
11/14/2021 15:37:00	Jodi Faath	7 Gannett Way	Faathfamilyinma@comcas	11/14/2021

11/14/2021 16:33:29	Randy Carbo	146 Dutcher Street, Hopec	Randy.M.Carbo@gmail.co	11/14/2021
11/14/2021 16:51:21	Stacey Kracinovich	18 Gannett Way	kracinovich@hotmail.com	11/14/2021
11/14/2021 17:04:50	Trevor Bache	25 Dana Park	Tbache67@gmail.com	11/14/2021
11/14/2021 17:41:50	Lynn Tucker	85 Mill St, Hopedale, MA 0	Lynn@thetuckerhouse.org	3/26/1974
11/14/2021 17:45:34	Hayley Carron	90 Dutcher street	Hayleyecarron@gmail.com	11/14/2021
11/14/2021 17:50:23	Linda Phillips	124 Greene Street	lphillips105@yahoo.com	11/14/2021
11/14/2021 17:55:42	William Frongillo	10 Whitney Road	wfrongillo@gmail.com	11/14/2021
11/14/2021 18:17:38	Susan Dykhoff	161 Dutcher St.	Sldykhoff@gmail.com	11/14/2021
11/14/2021 18:34:00	Amy Parker	8 Crockett Circle	acsmwc@gmail.com	11/14/2021
11/14/2021 18:40:29	Angela Kantor	11 Lake Street	Angelak668@gmail.com	11/14/2021
11/14/2021 18:53:38	Jennifer kelly	71 Bancroft park	Jennyakelly@comcast.net	5/21/1976
11/14/2021 18:55:31	Teresa Arcudi	53 Bancroft Park	Tarcudi@hotmail.com	11/14/2021
11/14/2021 19:10:11	Susan Frongillo	10 Whitney Road	snfrong63@gmail.com	11/14/2021
11/14/2021 19:14:35	Patricia Ortla	17 Tillotson road	p_ortla18@yahoo.com	11/14/2021
11/14/2021 20:01:18	David Allen Jr	22 Harmony Trl	dballenjr@yahoo.com	11/14/2021
11/14/2021 20:05:08	Stacie Allen	22 Harmony Trail	Stremonteallen@gmail.cor	11/13/2021
11/14/2021 20:09:29	Anita Faath	7 Gannett Way	anitalynn2000@gmail.com	11/14/0021
11/14/2021 20:14:06	Amy Dicken	237 Mendon St	Amydicken1@hotmail.com	11/14/2021
11/14/2021 20:15:18	Matthew Dicken	237 Mendon St	Mattdicken1@gmail.com	11/14/2021
11/14/2021 20:18:20	Janice Levy	137 Laurelwood drive	Janice143@comcast.net	11/14/2021
11/14/2021 20:19:30	Julia Manning	34 Larkin Lane	Juliamanning03@gmail.co	11/14/2021
11/14/2021 20:19:36	Jake Kracinovich	18 Gannett Way	Jake.Kracinovich@uconn.e	11/14/2021
11/14/2021 20:24:26	Caroline Manning	34 Larkin Lane Hopedale,	cmmanning14@gmail.com	11/14/2021
11/14/2021 20:26:19	Elisabeth Minichiello	259 S. Main St.	rbminichiello@verizon.net	11/14/2021
11/14/2021 20:26:57	Andrea Rutkowski	48 Bancroft Park	arutkowski9547@gmail.co	11/14/2021
11/14/2021 20:33:06	Tyler Small	3 Haven Way	tbsmall1515@gmail.com	11/14/2021
11/14/2021 20:33:44	Tanner Kracinovich	18 Gannett Way	Kracinovicht@gmail.com	7/31/1997
11/14/2021 20:36:35	George hobson	27 gannett way	Ghobsoniv@comcast.net	11/14/2021
11/14/2021 20:39:55	Amy Paquette	9 Lapworth circle	aebcpaquette@comcast.n	11/12/2021
11/14/2021 20:40:07	Colleen McMahon	13 Gannett way	5mcmahons@comcast.net	11/14/2021
11/14/2021 20:41:37	Kyle hobson	37 gannett way	Kylehobby3@gmail.com	11/14/2021
11/14/2021 20:45:31	Evan Jacob	35 Inman St Hopedale	squirrelforge@yahoo.com	11/14/2021
11/14/2021 20:46:40	Michael Rutkowski	48 Bancroft Park	rutkowski01@verizon.net	11/14/2021

11/14/2021 20:55:08	Heather S. Griffin	166 HOPEDALE Street	heathersgriffin@gmail.com	11/14/2021
11/14/2021 20:57:27	Cheryl Stewardson	17 Tammie Road	Cheryl.stewardson@verizo	11/15/2021
11/14/2021 22:11:50	Colleen Whiting	12 Whitney Road	Whitingcolleen@gmail.com	11/14/2021
11/14/2021 22:28:30	Kristyn Chevalier	10 Tillotson Rd	Kchevalier85@gmail.com	11/14/2021
11/14/2021 22:28:38	Christopher MacDonald	3 SANDY HILL RD	chrismacd222@outlook.co	11/14/2021
11/14/2021 22:32:39	Rayann MacDonald	16 Hammond Road	Rhowleymac@gmail.com	11/14/2021
11/14/2021 22:36:44	Muhammad Kamara	18 ballou rd	Muhammadkamara0602@	11/13/2021
11/14/2021 23:01:10	Katy Sanosi	10 Haven Way	ksanosi@yahoo.com	11/14/2021
11/14/2021 23:07:25	Emily King	10 Larkin Lane	emilyking2000@yahoo.cor	11/14/2021
11/14/2021 23:18:15	Katrina Casey	5 Rockridge road	Kmc2us@yahoo.com	11/14/2021
11/15/2021 4:36:31	Andrea Brown	4 Moore rd	Andreaksmth@gmail.com	11/15/2021
11/15/2021 5:33:45	DONNA Marchionni	19 Larkin Lane	Dlmarchionni@gmail.com	11/15/2021
11/15/2021 6:02:08	Cathy Julian	2 Cook Street	catelijul@gmail.com	11/15/2021
11/15/2021 6:19:00	Martha Gosselin	35 Westcott Rd	mgoss347@gmail.com	11/15/2021
11/15/2021 6:20:55	Rachael Jackson	35 Hammond Rd	rdough1@icloud.com	11/15/2021
11/15/2021 6:41:12	Laura Ramsay	22 Warfield Street, Hoped	Lrrdh28@gmail.com	11/15/2021
11/15/2021 6:54:57	Kristen Casey	61 Jones Road	Jkjm4@verizon.net	11/13/2021
11/15/2021 7:06:50	Mary (Lori) Hampsch	22 Rockridge Road	hampsch@comcast.net	11/15/2021
11/15/2021 7:08:12	Alison Ho	84 Jones Road	amph804@yahoo.com	11/15/2021
11/15/2021 7:09:10	Thanh-Danh Ho	84 Jones Road	amph804@gmail.com	11/15/2021
11/15/2021 7:20:03	Ann Marie Lockwood	98 Dutcher Street	amlockw@yahoo.com	11/15/2021
11/15/2021 7:46:28	Jennifer Oliver	6 Jackson Way	Jct039@hotmail.com	11/15/2021
11/15/2021 7:47:50	Elaine Dionne	134 Dutcher St Hopedale	elainedionne@comcast.ne	11/15/2021
11/15/2021 7:54:28	George Oliver	6 Jackson Way	Gresso16@yahoo.com	11/15/2021
11/15/2021 8:22:35	Kathleen Boni	8C Mellen St, Hopedale, M	Kathleen.boni@emc.com	11/15/2021
11/15/2021 8:27:26	Mary Wilson	3 Patrick Rd	mkwilsonma@gmail.com	11/15/2021
11/15/2021 8:57:06	Madelyn Paquette	9 Lapworth Circle Hopedal	mpaquette@umass.edu	11/15/2021
11/15/2021 8:57:42	Angela Burke	32 Prospect Street	angelaburke531@gmail.co	11/15/2021
11/15/2021 9:05:59	James P Bisceglia	6 Rockridge Road	jbisceglia64@gmail.com	11/15/2021
11/15/2021 9:24:56	Anthony Garramone	17 Moore Road	agarramone2@gmail.com	11/15/2021
11/15/2021 9:34:43	Yes	4 Rockridge Road	ghevey@verizon.net	11/15/2021
11/15/2021 9:45:58	Finnbar Reilly	5 Gayle Rd. Hopedale, MA	finn_reilly@comcast.net	11/15/2021
11/15/2021 10:00:50	Susan Garramone	17 Moore Road	sgarra@ix.netcom.com	11/15/2021

11/15/2021 10:05:54	Anita Cellucci	52 Laurelwood Drive	Anitacellucci@gmail.com	11/15/2021
11/15/2021 10:09:05	Jennifer Moore	5 overdale pkwy	jlindermoore@gmail.com	11/15/2021
11/15/2021 10:15:24	Brenna Ashby	61 Westcott Road	747bea@gmail.com	11/15/2021
11/15/2021 10:19:24	Robert Butler	39 Mellen St., Hopedale, M	dadofsammy@gmail.com	11/15/2021
11/15/2021 10:31:06	Edward Burt	33 Westcott Rd	EBurt88@Gmail.com	11/15/2021
11/15/2021 11:12:43	Jessica R Allen	3 Ballou Road	jessrathrun@gmail.com	11/15/2021
11/15/2021 12:44:01	Annmarie Moore	19 Haven Way. Hopedale	Annmarie.Moore@gmail.c	11/15/2021
11/15/2021 12:44:38	Patrick Michael Fahey	137 Dutcher Street, Hoped	mfahey@faheyfamily.com	11/15/2021
11/15/2021 13:15:10	Douglas Moore	5 Overdale Pkwy	mooredp4@gmail.com	11/15/2021
11/15/2021 13:37:10	Andrea May Moore	5 Overdale Parkway	andreamaylm@gmail.com	11/15/2021
11/15/2021 13:47:19	Lee McKenna	5 Lloyd Street	McKennaLB@Gmail.com	11/15/2021
11/15/2021 14:07:38	Steven Cardinale	29 Dana Park Hopedale M	stevcard@gmail.com	11/15/2021
11/15/2021 14:53:22	blourie@milfordma.com	21 Progress Street	blanchelourie311@hotmail	11/14/2021
11/15/2021 15:35:53	Kristi Brytowski	70 Bancroft Park	Kml0623@gmail.com	11/15/2021
11/15/2021 15:41:22	Suzanne doyle	15 Whitney road Hopedale	Suziedoyle999@gmail.com	11/15/2021
11/15/2021 15:44:15	Anthony Alves	164 Hopedale Street	tonyhopedale@gmail.com	11/15/2021
11/15/2021 16:06:50	Jeanne Heath	34 Laurelwood Drive	jeheath34@gmail.com	11/15/2021
11/15/2021 16:53:48	James Fitch	16 Northrop St.	Fitchfamily99@yahoo.com	11/15/2021
11/15/2021 17:02:37	Kathryn Harwick-Foley	8 Ben's Way	kdhfoley@gmail.com	11/15/2021
11/15/2021 17:05:23	Anne Betschart	100 Hopedale St #12	mamabetzz@yahoo.com	11/15/2021
11/15/2021 17:27:42	Teresa Ballan	75 Jones Rd	Taballan6@gmail.com	11/15/2021
11/15/2021 18:17:12	Chris Teekema	66 adin st	Chris.teekema@gmail.com	11/15/2021
11/15/2021 18:36:19	Debra McGonnell	21 Bancroft Park	Yogawoman57@verizon.n	11/15/2021
11/15/2021 18:46:05	Laura Cooper	23 Cemetery Street	Llemon24@gmail.com	11/15/2021
11/15/2021 19:35:16	Mary Margaret Mulroney	66 Dutcher st	mmmulroney@hotmail.com	11/15/2021
11/15/2021 19:37:05	Christopher Mulroney	66 dutcher st	Mulroneychristopher@gma	11/15/2021
11/15/2021 19:40:38	Michael Kavanagh	46 Adin St, Hopedale MA	Mjk2011@gmail.com	11/15/2021
11/15/2021 19:45:57	Denise Boldy	67 Jones road	boldydenise@gmail.com	11/15/2021
11/15/2021 19:51:41	Richard McGuane	6 Crockett Circle	rickmcguane@gmail.com	11/15/2021
11/15/2021 20:19:46	Sandra Kivlehan	9 Gaskill Circle	skivlehan@comcast.net	11/15/2021
11/15/2021 20:26:36	Joanne D Whyte	196 Freedom Street	jwhyte27@verizon.net	11/15/2021
11/15/2021 20:26:52	Kelli St. Germain	6 Malquinn Dr	kstgermain43@gmail.com	11/15/2021
11/15/2021 21:18:20	John Broderick	133 Laurelwood Drive, Hop	Jbroderickhomes@comcas	11/15/2021

11/15/2021 21:28:07	Sharon Elsemiller	24 Driftway St	Elsemiller.s@gmail.com	11/15/2021
11/15/2021 23:26:23	Sean Reilly	5 Gayle Road	sean_b_reilly@comcast.ne	11/15/2021
11/16/2021 6:55:19	Meredith Johnston	215 Hopedale st, Hopedal	Minardi05-go@yahoo.com	11/16/2021
11/16/2021 8:10:06	Joyce Jackson	13 Overdale pkwy	jjgs10@msn.com	11/16/2021
11/16/2021 8:46:21	Griffin Nosek	16 Heron Lane	Griffinnosek2@gmail.com	11/16/2021
11/16/2021 9:52:58	Robert Kracinovich	18 gannett way	kracinovich@hotmail.com	11/16/2021
11/16/2021 10:17:52	Janet Ellis	142 Freedom St.	jcellis967@gmail.com	11/16/2021
11/16/2021 10:32:05	Alison Quinn Larkin	206 Dutcher Street Hoped	quinna@newton.k12.ma.us	11/16/2021
11/16/2021 11:05:21	Elizabeth S. Callahan	10 Overdale Parkway	randecallahan@comcast.n	11/16/2021
11/16/2021 11:29:36	Robert Callahan	10 Overdale Parkway	Rjcallahan01747@gmail.c	11/16/2921
11/16/2021 12:50:28	Richard Espanet	50 Westcott Rd.	4winns11@gmail.com	11/16/2021
11/16/2021 14:17:40	Kirsten McCandless	27 Oak St., Hopedale, MA	Kdmccandless@yahoo.cor	11/16/2021
11/16/2021 14:20:25	Rebecca liberman	3 Richard Rd	nomad1055@gmail.com	11/16/2021
11/16/2021 14:23:26	Adam Banayan	3 Richard Road	ajbanayan@gmail.com	11/16/2021
11/16/2021 14:26:22	Elenore Alves	164 Hopedale St. Hopedal	Elenorealves@gmail.com	11/16/2021
11/16/2021 14:26:50	Zachary Welch	3 Liberty Circle	zachary.welch.us@gmail.c	11/16/2021
11/16/2021 14:26:53	Rachel Szemethy	17 Westcott Rd	rachelszem@gmail.com	11/16/2021
11/16/2021 15:03:17	Christopher McCall	31 Westcott Road	chrisandcarla@comcast.ne	11/16/2021
11/16/2021 15:49:46	Laurie Rizzo	25 Larkin lane	Laurie_rizzo@outlook.com	11/16/2021
11/16/2021 17:46:29	Lona Moxim	17 Harmony trail	Lonasown@aol.com	11/16/2021
11/16/2021 17:47:25	Eric Moxim	17 Harmony trail	Elmoxim@all.com	11/16/2021
11/16/2021 17:48:29	Payton Moxim	17 Harmony Trail	Prmoxim@aol.com	11/16/2021
11/16/2021 17:49:15	Blake Moxim	17 Harmony trail	Lonasown@aol.com	11/16/2021
11/16/2021 17:50:57	Dyllan Moxim	17 Harmony trail	Damoxim@aol.com	11/16/2021
11/16/2021 18:19:28	Kiera Seaver	141 Dutcher St	Kseaver13@gmail.com	11/16/2021
11/16/2021 19:48:50	Grace Pool	4 Heron Lane	ggpool@comcast.net	11/16/2021
11/16/2021 19:58:46	Md3.ogilvie@gmail.com	6 Taft Circle	Md3.ogilvie@gmail.com	11/16/2021
11/16/2021 20:00:30	David Ogilvie	6Taft Circle	Md3.oglivie@gmail.com	11/16/2021
11/16/2021 20:02:36	Ogilvie.Colin.b@gmail.com	6Taft Circle	Ogilvie.Colin.b@gmail.com	11/16/2021
11/16/2021 20:04:40	Donna Kennelly	8 Francis Rd	Dkennelly@comcast.net	11/16/2021
11/16/2021 20:06:11	John Kennelly	8 Francis Rd	Jkennelly@comcast.net	11/16/2021
11/16/2021 20:32:54	Joseph Fitzgerald	67 Daniels Street	Jofitz314@gmail.com	11/16/2021
11/17/2021 0:35:31	Vaughn Cowen	17 peace street	Tyuagent@gmail.com	11/17/2021

11/17/2021 3:36:10	John E Hanley	33 Hammond Road	jhanleyw379@gmail.com	11/17/2021
11/17/2021 5:40:18	Mary Richadson	129 Mill Street, Hopedale	tobe25@charter.net	11/17/2021
11/17/2021 6:15:31	Todd Thompson	31 Hammond Road	Toddrt2001@yahoo.com	7/26/1972
11/17/2021 6:23:22	Anthony Ventura	54 Westcott Road	Ventura508@gmail.com	11/17/2021
11/17/2021 6:29:10	Richard Rinehart	7 Lapworth circle hopedale	Richyrinehart@yahoo.com	11/17/2021
11/17/2021 6:44:23	Margaret Silva	1 Bancroft Park Hopedale	Peg-peg16@hotmail.com	11/18/2021
11/17/2021 6:44:42	Geoffrey Aldrich	28 Dana Park	geoffrey@aldrichnet.com	11/17/2021
11/17/2021 6:47:53	Nicholas Katz	9 Heron Lane, Hopedale, M	nkatz98@gmail.com	11/17/2021
11/17/2021 6:50:47	Maria Fontana	5 Tammie Road	Mfontana@grad.Bryant.ed	11/17/2021
11/17/2021 6:56:03	Laura Martin	14 Cemerety St	lauraellen50@yahoo.com	11/17/2021
11/17/2021 7:03:02	Nancy Macari	1 Northrop Street	Nanmacari@hotmail.com	11/17/2021
11/17/2021 7:08:13	Donna Niziak	7 Cutler St Hopedale	mniziak@aol.com	11/17/2021
11/17/2021 7:23:33	Christopher Dodge	24 Dutcher Street	cdodge79@gmail.com	11/17/2021
11/17/2021 7:26:34	Palmina Chaplin	16 Westcott Rd	palern@comcast.net	11/17/2021
11/17/2021 7:27:38	Donna Marsh	5 francis road	kdjmarsh@comcast.net	11/17/2021
11/17/2021 7:33:28	Adam Myers	57 Westcott Rd	asstang@yahoo.com	11/17/2021
11/17/2021 7:58:41	Kelly Naworski	2 Spruce Circle	Kelsteve929@comcast.net	11/17/2021
11/17/2021 8:03:20	Shana Miller	4 Ballou Rd	shanam77@gmail.com	11/17/2021
11/17/2021 8:13:31	Timothy Kint	10 Larkin lane	Timothy.king@tiaabank.co	11/17/2022
11/17/2021 8:34:57	Sara Fedish	33 Driftway St	Saraelizabethh@aol.com	11/17/2021
11/17/2021 8:37:52	Catherine Sauro	18 Hill Street	Csauro92@gmail.com	11/17/2021
11/17/2021 8:44:08	Michelle Piatt	7 Warfield St Hopedale	michelle.b.sager@gmail.co	11/17/2021
11/17/2021 9:16:27	Derek J. Piatt	7 Warfield Street	derek.j.piatt@gmail.com	11/17/2021
11/17/2021 9:28:38	Lynne Dodge	24 Dutcher Street	ldodge68@gmail.com	11/17/2021
11/17/2021 9:28:43	Kyle Strick	5 Heron Lane	kylestrick@comcast.net	11/17/2021
11/17/2021 9:38:38	Yes	63 Jones Rd.	doug.porter47@gmail.com	11/17/2021
11/17/2021 9:56:01	Kelly Diorio	15 Haven way hopedale	Kelly.e.obrien@gmail.com	11/17/2021
11/17/2021 10:14:12	Carly Alden	12 Hope st Hopedale ma	Calden96@gmail.com	11/17/2021
11/17/2021 10:23:52	Kathy Espanet	50 Westcott Road	kathyespanet@gmail.com	11/17/2021
11/17/2021 10:39:53	Richard Crawford	190 Laurelwood Drive	rdcmortgage@aol.com	11/17/2021
11/17/2021 11:01:34	Jeanne McGuane	6 Crockett Circle	je.mcguane@gmail.com	11/17/2021
11/17/2021 11:02:51	Annette Smith	72 Jones Rd	amsmith910@hotmail.com	11/17/2021
11/17/2021 11:07:51	David Butler	77 Greene St	Butlerdavidjames@gmail.c	11/17/2021

11/17/2021 11:34:51	Kristen Barraford	40 progress st hopedale m	K.barraford@gmail.com	11/17/2021
11/17/2021 12:13:14	Ryan Henderson	93 Dutcher St	Ryanhenderson11@gmail.	11/17/2021
11/17/2021 12:19:05	Monica Cassidy	13 Whitney	cassidy.monica@gmail.co	11/17/2021
11/17/2021 12:37:46	Lindsay Weaver	6 briar cliff rd	Lindsayscoupons90@gma	11/17/2021
11/17/2021 13:27:40	Denise Taylor	139 Layrelwoid Drive Hooe	Iammassmom@gmail.com	11/17/2021
11/17/2021 13:41:43	Rachel Demeo	38 Daniels street	Rachelm12104@yahoo.co	11/17/2021
11/17/2021 15:12:36	Sheri Hayes	23 Moore Rd. Hopedale	Sherihayes@hotmail.com	11/17/2021
11/17/2021 15:23:04	Alyssa Pool	4 Heron Lane	anpool01@gmail.com	11/17/2021
11/17/2021 15:50:32	Margaret sacco	8 Soward Street	Mpegjen@gmail.com	11/17/2021
11/17/2021 16:20:07	Martha Sayewich	6 union st	msmustangmuffie@aol.co	11/17/2021
11/17/2021 16:22:15	John Mullen	11 Moore Rd.	Mullenjohn@verizon.net	11/17/2021
11/17/2021 16:35:15	Karlene A Alger	2 Greene St	karlenea.alger@gmail.com	11/17/2021
11/17/2021 16:41:17	Julia Greenwood	1 Centennial St	greenwoodj175@gmail.co	11/17/2021
11/17/2021 16:41:53	Jill Greenwood	1 Centennial St	jillelizabeth123@verizon.n	11/17/2021
11/17/2021 16:50:55	grace dorsey	1 Sandy Hill Road Hopeda	grace.e.dorsey@gmail.con	11/17/2021
11/17/2021 16:51:49	Rebecca Katz	9 Heron Lane	Rlk12@yahoo.com	11/17/2021
11/17/2021 16:59:56	Mackensie Orchard	1 Robertson Drive	orchard.mackensie@gmai	11/17/2021
11/17/2021 17:17:49	Carl Saras	5 Crockett Circle, Hopedal	carl.saras@gmail.com	11/17/2021
11/17/2021 17:21:27	Mary Saras	5 Crockett Circle, Hopedal	saras.mary@gmail.com	11/17/2021
11/17/2021 17:41:19	Kelly McGovern	105 Dutcher St	mcgovernk0301@gmail.cc	11/17/2021
11/17/2021 17:45:56	John Greenwood	1 Centennial St	jackbrier@verizon.net	11/17/2021
11/17/2021 18:01:33	Suzanne Swift	9 Patrick Road	Sswift7904@gmail.com	11/17/2021
11/17/2021 18:20:30	Claire Manning	34 Larkin Lane	cmemanning@gmail.com	11/17/2021
11/17/2021 19:00:48	Margaret Rothwell	79 Laurelwood Drive	M_rothwell@msn.com	11/17/2021
11/17/2021 19:37:32	Rachel Hatem	11 Tillotson Rd	Barboza_rachel@hotmail.c	11/2/1973
11/17/2021 19:50:19	Thomas Silva	1 Bancroft Park	thomasfsilva113@gmail.cc	11/17/2021
11/17/2021 20:24:48	Jeffrey Kimball	70 Adin St	Jeff.p.kimball@gmail.com	11/17/2021
11/17/2021 20:35:57	Yolanda Tapanainen	14Rockridge Road, Hoped	Michelletapanainen@comc	11/17/2021
11/17/2021 20:38:11	Julie Rinehart	7 Lapworth Cir	Rinehartjulie@gmail.com	11/17/2021
11/17/2021 20:38:51	Michael Grider	32 Tammie Rd	Mcjoekry@verizon.net	11/17/2021
11/17/2021 20:49:01	Tracy Johnson	3A Williams st	tracyl1868@gmail.com	11/17/2021
11/17/2021 21:01:32	James Howard	13 Cutler St. Hopedale	jthbiz@gmail.com	11/17/2021
11/17/2021 22:14:55	Christine Golden	15 Nelson St	christineg962@gmail.com	11/17/2021

11/18/2021 6:55:43	Lynne McLain	2 Heron Lane	Lmclain25@gmail.com	11/18/2021
11/18/2021 7:10:46	David M. Thomson	49 Westcott Road, Hoped	Ddthomson11@gmail.com	11/18/2021
11/18/2021 7:10:46	Donna D'Amico	112 Greene St	damico28@live.com	11/18/2021
11/18/2021 8:37:56	Paul Stewardson	17 Tammie Rd Hopedale	Stew.family5@verizon.net	11/18/2021
11/18/2021 10:20:35	Julie Gunduz	108 Dutcher Street, Hopec	jgunduz@verizon.net	11/18/2021
11/18/2021 11:32:47	Daniel Malloy	49 Inman Street	danm41@verizon.net	11/18/2021

PETITION TO THE BOARD OF SELECTMEN, TOWN OF HOPEDALE

We, the undersigned Hopedale Residents, request that the Town of Hopedale continue to move forward to exercise its right to purchase the 130 acres, more or less, and to acquire the 25 acres of wetlands, more or less, located at 364 West St in Hopedale, MA as directed by the Special Town Meeting in October of 2020 and as provided by the Superior Court in its order issued November 10, 2021. Such action is sought to secure a designation for this area which will enable a protective classification of this vital forestland, wetlands, watershed, and critical habitat area.

NAME	ADDRESS	EMAIL	DATE
Wilma Manning	87 Hopedale St.	—	11/15/21
Gloria Lewis	87 Dutcher St		11/15/21
Mary Ann Carter	17 Hope St.		11/15/21
Shirley Greano	13 Daniels St		11/15/21
Pen [illegible]	3 CUTLER ST.		11/15/21
Ernest J Volpe	60 Hopedale St #1		11/15/21
Catherine Moffin	34 Mellen St		11-15-21
[illegible]	10 Mendon St		11-15-21
Susan Hurley	115, Laurelwood Dr		11-15-21
Sally Deceles	74 Bancroft Pk		11-15-21
Mary Ann Cataldo	310 S. Main St		11-15-21
Tony Cedrone	310 S. Main St		11-15-21
Ann Ruscetta	217 Laurelwood Dr.		11-15-21
Muriel Mitchell	1114 Hopedale St		11-15-21

(2)

PETITION TO THE BOARD OF SELECTMEN, TOWN OF HOPEDALE

We, the undersigned Hopedale Residents, request that the Town of Hopedale continue to move forward to exercise its right to purchase the 130 acres, more or less, and to acquire the 25 acres of wetlands, more or less, located at 364 West St in Hopedale, MA as directed by the Special Town Meeting in October of 2020 and as provided by the Superior Court in its order issued November 10, 2021. Such action is sought to secure a designation for this area which will enable a protective classification of this vital forestland, wetlands, watershed, and critical habitat area.

NAME	ADDRESS	EMAIL	DATE
Mary P. Boudreau	28 Laurelwood Dr.		11-15-2021
Ann England	25 Driftway St.		11-15-21
[illegible] Kelly	9 Heron Ln.		11-15-21
Susan Concatori	8 Tammie Rd		11/15/21
Cheryl Hanley	33 Hammond Rd		11/15/21
Catherine Gosselin	34 Prospect		11/16/21
Joyce Beard	61 Rockaway Pk		11/16/21
Joyce Dorman	136 Laurelwood Dr		11/16/21
Susan Seymour	42 Bancroft Pk.		11/16/21
Carol Hall	64 Westcott Rd		11/16/21
Yvonne [illegible]	16 Prospect St.		11/16/21
Marianne Watson	130 Mill St. Hopedale		11/16/21
Thomas R. D'Orso	10 Westcott Rd Hopedale		11/16/21
Lisa Dubois	94 Dutcher St Hopedale		11/16/21

PETITION TO THE BOARD OF SELECTMEN, TOWN OF HOPEDALE

We, the undersigned Hopedale Residents, request that the Town of Hopedale continue to move forward to exercise its right to purchase the 130 acres, more or less, and to acquire the 25 acres of wetlands, more or less, located at 364 West St in Hopedale, MA as directed by the Special Town Meeting in October of 2020 and as provided by the Superior Court in its order issued November 10, 2021. Such action is sought to secure a designation for this area which will enable a protective classification of this vital forestland, wetlands, watershed, and critical habitat area.

NAME	ADDRESS	EMAIL	DATE
Carla MacQuarrie	68 Greene St		11.16.2021
F. Donnelly	7 Crockett Cir.		11/16/21
Dan Bivins	37 Dutcher St. #6		11/16/21
Mary A Watson	12 Nelson St	twatsonb14@comcast.net	11/17/21
Tom Watson	12 Nelson St		11/17/21
Lorraine Vitali	100 Plain St		11/17/21
Peter & Ellen	142 Freedom St		11/17/21
Linda Norton	69 Mill St		11/17/21
Rita Gallagher	19 Nelson St		11/17/21
Elisabeth Hellmuth	105 Jones Rd		11/17/21
Elizabeth Turner	9 Moore Rd		11/17/21
Jeffrey Turner	9 Moore Rd		" "
Evan Kerner	"	"	" "
Janice McCausland	89 Mill St Hopedale		11-17-21

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NAME	ADDRESS	EMAIL	DATE
Jean Capello	104 Hopedale St #25		11/15/21
Alexander E. Baker	104 Hopedale St. #29		11-15-21
Jacqueline Hutchings	98 Hopedale St Apt 3		11-15-21
Sue Ann Dorsey	104 Hopedale St		11-16-21
Suzanne Edwards	104 Hopedale St Apt 31	suzzed22@yahoo.com	11-16-21
Linda Mountain	98 Hopedale St Apt 8		11-16-21
Nancy Graham	104 Hopedale St Hopedale MA		11/17/21
Nancy Rondeau	98 Hopedale st Hopedale Ma		
Karen Shepard	98 Hopedale St. Apt 7		11-17-21
Claire Daniel	98 Hopedale street apt #6		11/17/21
Mandy Talcott	98 Hopedale street apt #6		11/17/21
Janet Hamerian	110 Hopedale St #30		11/17/21
Sylvia Rocke	110 Hopedale St #31		11/17/21
Wayne Larson	98 Hopedale St.		11/17/21

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NAME	ADDRESS	EMAIL	DATE
Erin Iacovelli	9 Taft Circle Hopedale	deiacovelli@comcast.net	
David Iacovelli	9 Taft Cir Hopedale	IACOVELLIDAVE@yahoo.com	
Michele Crando	8 Heron Lane	micheleterando@yahoo.com	
Steve Goldstein	4 Liberty Cir Hopedale	goldstein.steve@gmail.com	
James Foley	8 Bens Way	jimvfoleyii@comcast.net	
Kathryn Foley	8 Bens Way	KDHF@comcast.net	
Russell Bogartz	8 Hope St.	russell.bogartz@gmail.com	
Bonnie Gaus	8 Gannett Way	bonnie_muir@yahoo.com	
Brian Terando	8 Heron Ln	gsh_dad@yahoo.com	

Today's Date	Comments to Select Board:
11/18/2021	to take first right of refusal to purchase all forestland under Chapter 61 off West Street. Thank you.
11/19/2021	please respect and honor the expressed will of the people of Hopedale i.e. the unanimous vote in favor of acquiring and protecting this land at the october special town meeting.
11/19/2021	Please make sure to make decision based on the residents want and needs.
11/19/2021	Please act as the town voted to do in October 2020 and protect this important natural resource. Many thanks.
11/19/2021	Please approve and abide by town citizens earlier request to purchase property.
11/20/2021	Save the woodlands
11/20/2021	Listen to the people.
11/20/2021	Buy this land and protect the town and residents of Hopedale
11/20/2021	I request the BOS honor the unanimous wishes of its residents and buy all the land as voted at Town Meeting.

Timestamp	e-Signature (first and	Street Address	Email Address	Today's Date
11/18/2021 14:18:49	Scott Ellis	53 dutcher st	Svellis15@gmail.com	11/18/2021
11/18/2021 15:21:02	Amanda Auger	58 Hill St, Hopedale M	Acabral83@yahoo.co	11/18/2021
11/18/2021 15:24:10	Janet Donnelly	7 Crockett Circle	Jmdonn@mac.com	11/18/1956
11/18/2021 18:24:11	W Scott Galante	21 Overdale Pkwy	Galante.scott@gmail.(	11/18/2021
11/19/2021 9:15:06	Arthur F Posch	5 Oakview Lane	afposch@gmail.com	11/19/2021
11/19/2021 11:50:56	David D. Williams	23 bancroft park	NOISYKIDS@AOL.C(	11/19/2021
11/19/2021 12:29:09	James McKenna	5 Lloyd St Hopedale M	mckennajp@gmail.co	11/19/2021
11/19/2021 14:03:18	Kimberly Guyon	4 Soward St	Kimannguy1@verizon	11/19/2021
11/19/2021 14:15:28	Pascal Viens	107 Hopedale St	Pascalviens@hotmail.	11/19/2021
11/19/2021 14:34:39	Melody Butler	77 Greene St	butlermelodye@gmail	11/19/2021
11/19/2021 15:16:13	Paul DeRochet	126 Mendon St. Hope	Pmderocher@gmail.c	11/19/2021
11/19/2021 15:34:48	Carol Donaher	25 Cemetery Street	cdonaher@comcast.n	11/19/2021
11/19/2021 16:56:56	David Fitzgerald	1 Social Street	Davefitz46@hotmail.c	11/19/2021
11/19/2021 17:13:21	Amanda Smith	1 Lake St	amander09@yahoo.c(	11/19/2021
11/19/2021 17:16:57	Judith Oldfield	28 Freedom Street	Judyo1216gmail.com	11/19/2021
11/19/2021 18:09:15	Joshua Obal	5 Patrick Rd	milford_josh@yahoo.(	11/19/2021
11/19/2021 18:25:33	Christine Best	123 Greene St., Hope	Chrisbest061418@ya	11/19/0021
11/19/2021 18:49:48	Jenna-Rose Oosterma	123 Greene St	joosterman@uri.edu	11/19/2021
11/19/2021 18:51:24	Tyler oosterman	123 green st Hopedal(	Tyler oosterman@yah	11/19/2021
11/19/2021 19:11:16	Hannah Licarie	4 Nelson Strest	Hlicarie67@gmail.com	11/19/2021
11/19/2021 19:27:32	Ken Wilson	3 Patrick Road Hoped	Kenjamwilson@comca	11/19/2021
11/19/2021 20:43:31	Cynthia Normandin	61 Mill St	Cindy@normandintrar	11/19/2021
11/19/2021 20:45:41	Aubrie Rojee	140 Greene Street, H(	aubs0930@gmail.com	11/19/2021
11/20/2021 3:58:40	Bryan Sullo	6 Oakwood Ave	bryan@sullo.family	11/20/2021
11/20/2021 4:49:01	Christopher Best	123 Greene St	Bestie13@aol.com	11/20/2021
11/20/2021 7:17:40	Gregory Rogow	55 Mellen Street	grogow22@gmail.com	11/20/2021
11/20/2021 8:24:30	Joseph F.Oliveri	13 steel road	Joeoliveri@comcast.n	11/20/2021
11/20/2021 12:27:14	Lisa Maloney	143 Laurelwood Drive	maloneylisa415@gma	11/20/2021
11/20/2021 13:28:18	Patrick Maloney	143 Laurelwood Drive	patroym99@gmail.cor	11/20/2021
11/21/2021 11:41:12	Kevin Halpin	363 west street hopec	Kevinhalpin1995@yah	11/21/2021
11/21/2021 11:43:01	Eulalia Halpin	363 west street hopec	Kevinhalpin1995@yah	11/21/2021
11/21/2021 13:46:50	David Boni	8 Mellen Street	Mangledfin1@comcas	11/21/2021

11/21/2021 15:49:01	Thomas Martin	205 Laurelwood Drive	Tom.martin794@gma	11/21/2021

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NAME	ADDRESS	EMAIL	DATE
Donna McKee	112 Hopedale St. Apt. 19	—	Nov. 19, 2021
Wanda Sorlsky	112 Hopedale St. Apt 20		Nov 19, 2021
[illegible]	138 Freedom St.		Nov. 19, 2021
Pauline Wright	138 Freedom St		Nov 19 2021

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NAME	ADDRESS	EMAIL	DATE
Sophie Smith	32 Hammond Rd	sosmith@comcast.net	NOV 18
David Smith	32 Hammond Rd	dsmith32g50@comcast.net	NOV 18
Adele M Stock	3 Cutler St.	adelestock@gmail.com	11/18/21
Barbara Fuerstein	76 Jones Rd.	Babzeeann@gmail.com	11/18/21
Valerie A Sydeman	4 Home Park Dr	vbside@hotmail.com	11/18/21
William J Slater	4 Home Park Dr	brside48@gmail	11/18/21
Catherine E			

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NAME	ADDRESS	EMAIL	DATE
Marian Mostary	57 Laurelwood Dr.		11/17/21
Roberta Spivack	98 Laurelwood DR.		11/17/21
Constance Potter	17 Driftway st		11/17/21
[illegible]	65 Laurelwood DR		11/17/21
[illegible]	" " "		11/17/21
[illegible]	67 Laurelwood Dr		11/17/2021
DIXIE BRACK	85 LAURELWOOD Dr	dixbra@comcast.net	11/17/21
Jim Fisher	84 Laurelwood DR.		11/17/21
Robert [illegible]	94 Laurelwood Dr.		11/17/21
Susan Luciani	99 Laurelwood Dr		11/17/21
Nancy Attoratta	100 Hopedale St	APT 13	11/18/2021
Sara Attoratta	100 Hopedale st APT 13		11/18/2021
Ronica Talarico	100 Hopedale St. APT 15		11/18/21