

Select Board
Regular Meeting Minutes
December 27, 2022, 6:30PM

Present: Chair Hazard, Selectman Keyes, Selectman Stock, Interim Town Administrator Nutting

Chair Hazard called the meeting to order at 6:30 PM.

Selectman Keyes requested that the Select Board begin with a moment of silence for two members of the community, Ed Senior and Elaine Holland, that had passed away recently. Selectman Keyes stated that they will surely be missed and gave his condolences to the family.

Consent Items

Discuss/announce later start time for Select Board meetings of February 27, March 27 and April 24, 2023

Selectman Stock motioned to discuss/announce later start time for Select Board meetings of February 27, March 27 and April 24, 2023. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Chair Hazard clarified the proposed start time of these meetings is 7:15PM.

Appointments & Resignations

Request appointment of Provisional Career Firefighter/EMT David Shearns, effective 1/2/2023

Chair Hazard read the letter from Fire Chief Daige regarding the appointment of Provisional Career Firefighter/EMT David Shearns. This letter is provided in the meeting packet.

Selectman Stock motioned to appoint David Shearns as a Provisional Career Firefighter/EMT effective January 2, 2023. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Request appointment of Career Firefighter/EMT Alex Cappella, effective 9/12/2022

Chair Hazard read the letter from Fire Chief Daige regarding the appointment of Career Firefighter/EMT Alex Cappella; the letter is provided in the meeting packet. Fire Chief Daige stated that the retroactive appointment date coincides with the date of Cappella's provisional appointment. Interim Town Administrator Nutting stated that the appointment date should be the day of, not retroactive. Selectman Keyes asked Town Counsel Attorney Riley for clarification; he stated that he does not feel the Town is violating any law by making the appointment retroactively, however he will further investigate this matter. Chief Daige stated that the

appointment is retroactive because the candidate has been serving in the position as of 9/12/2022; the candidate will not receive additional benefits.

Selectman Stock motioned to appoint Alex Cappella as a Career Firefighter/EMT effective September 12, 2022. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

New Business

Review Open Meeting Law complaint against Board filed by Michael Milanoski and approve response to complaint. Attorney Brian Riley

Attorney Riley stated that this complaint alleges that the members of the Select Board held conversations outside of a public meeting, which open meeting law does not permit, specifically that members discussed a litigation matter; David Mackey from Anderson and Krieger is representing the Town in that matter. The plaintiff in the case was preparing a motion to file with the court and Attorney Mackey needed to prepare a response. Per Attorney Riley, Attorney Mackey reached out to the Chairs of the Select Board and the Water/Sewer Commission who authorized him to file the opposition. Attorney Riley stated that it is fairly common that if there is a major change in direction in litigation, that the attorney would seek direction from Board chairs; therefore there was not an open meeting law violation. Attorney Riley stated that he has drafted a response to the Open Meeting Law complaint and will need the Select Board to vote to approve the response.

Selectman Stock motioned to approve the response to the open meeting law complaint. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Review Host Community Agreement for marijuana cultivation and manufacturing – Green Mountain C&C, LLC. Attorney Brian Riley

Chair Hazard stated that the Select Board has discussed this in a prior meeting and are now going to review some amendments to the agreement before finalizing it. Attorney Riley stated that the previous Town Administrator, Diana Schindler, had sent this agreement to KP Law a number of weeks ago. However, it was presented to the Select Board without being reviewed by KP Law. Attorney Riley had spoken to the Attorney for Green Mountain C&C LLC. Attorney Riley stated that one of the changes to the agreement is the impact fee provision based on the changes in the statute. Attorney Riley stated that this item is in proper form now, and Green Mountain agrees is in agreement with this.

Selectman Keyes motioned to review and sign the host community agreement for marijuana cultivation and manufacturing, Green Mountain C&C, LLC and giving the authority to the Chair of the Select Board to sign the agreement. Selectman Stock seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Discussion with Community Paradigm Associates regarding Town Administrator search process

John Petrin with Community Paradigm Associates thanked the Select Board for choosing their firm for the Town Administrator Search. Petrin stated that the first steps will be to create a position statement that will go out for advertising; he'll work with department heads to identify community needs to personalize this position statement. Once the position statement is advertised, their firm will research and review the candidates; they typically receive 20-25 resumes. The candidates will then be screened by the firm and the Town Administrator Search Committee to determine a group of 3-4 finalists that will be presented to the Select Board. Community Paradigm will provide all applications to a screening committee, and they will be broken up into tiers, from which the screening committee will select candidates to interview; typically around 7 candidates are interviewed in the first round. Selectman Keyes stated that the Board should be advised of the screening committee's top candidates. Petrin stated that their firm does not rank the candidates, they present the Select Board with 3-4 candidates, identifying the positive points and strengths of each. It is then the Select Board's responsibility to interview these candidates and make a decision. Petrin suggested that the screening committee is usually 5-7 people and that typically there is a member of the Select Board, Finance Committee, Planning Board and School Committee as well as community volunteers. Town Administrator Nutting stated that he recommends putting this item for discussion and vote on the next agenda; there was consensus that the screening committee should be in place by January 23, 2023. Town Administrator Nutting confirmed that the Select Board voted a salary of \$130,000-\$140,000 for the Town Administrator position and that the only business tonight is for the Select Board to sign the contract with Community Paradigm Associates; the Board has already voted on this to approve the contract.

2023 Licensing: Common Victualler, Liquor – Off-Premises, Class II and Entertainment

Chair Hazard stated this item is regarding the licenses that the Select Board did not act on in their previous meetings. Chair Hazard stated that according to the Executive Assistant's notes, all of the paperwork for the licenses is in order.

Selectman Stock motioned to approve the Common Victualler licenses on the summary sheet, for Cumberland Farms, 115 Mendon Street, Christiano's Pizza, 60 Hopedale Street, Hopedale Donut's Inc., DBA Dunkin Donuts, 144 Hartford Avenue. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Selectman Stock motioned to approve the Class II license on the summary sheet, for Patriot's Custom Auto Inc, 6A Airport Road, Hopedale, MA 01747. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Selectman Stock motioned to approve the Class I license on the summary sheet, DC Bates Equipment Company Inc, 10 Airport Road, Hopedale, MA 01747. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Selectman Stock motioned to approve the Alcoholic Beverages Off Premise licenses on the summary sheet, Brother’s Liquors, 404 South Main Street, Hopedale, MA 01747. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Selectman Stock motioned to approve the Entertainment License on the summary sheet, Hopedale Country Club Inc, 90 Mill Street, Hopedale, MA 01747. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Review/Approve Select Board meeting minutes – May 23, 2022

Chair Hazard stated that she had 2 amendments to the minutes. Chair Hazard stated that on the 5th page, second paragraph, where it states that “Chair Hazard stated that this does not mean that the Conservation member did not fabricate her findings” this was stating the opposite of what she meant because there are two negatives in the sentence. She would like that to be amended to remove the “do not” . The second amendment Chair Hazard had was that on the 5th page, where it states “ storm water attention” it should read storm water retention.

Selectman Stock motioned to accept the two amendments stated by Chair Hazard. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Old Business - None

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

Selectman Keyes stated that he had reached out to Town Counsel regarding his concern over the potential costs if the Town wins the eminent domain case. Selectman Keyes shared concerns regarding the cost of the appraisal amount of \$4.4 million, the Town has a borrowing authorization of \$3.9 million with no other official commitments. Selectman Keyes stated that Town Counsel responded that the money does need to be in an account to keep voting the way

the Select Board has been. Town Counsel did acknowledge that this is a legitimate concern. Selectman Keyes stated that if the Town wins, they have 60 days to make the initial payment. Selectman Keyes asked for this item to be placed on a future agenda to discuss possible donations, and how borrowing \$3.9 million will impact the taxpayer's taxes. Chair Hazard stated that a private donor indicated that they will commit a lump sum and the Hopedale Foundation would then make their first payment within the 60 days.

Selectman Stock noted the many residents that participated in decorating their houses for the holiday, that it was truly beautiful this year.

Selectman Stock acknowledged Hopedale resident Jamie Murphy who was named Coach of the Year by the Milford Daily News.

Correspondence and Select Board Informational Items (votes will not be taken)

Letter from Comcast/Xfinity re: new cable rates effective December 20, 2022

Requests for Future Agenda Items

Finalizing the Search Committee

Discussion regarding the eminent domain case and if the Town wins how will the payment be made, donations and how it will impact the taxpayers.

Administrator Updates (In Packet) a. Email summarizing regarding Administrator's conversation with DEP, EPA and others

Town Administrator Nutting stated that there was concern from residents regarding dirt that was spilled at the railroad yard that had been transported from a site in Concord, MA, specifically if there was anything in the dirt that could affect the water resource area. Nutting spoke with Tim Watson, Water Commissioner, and 7 EPA and DEP members. Nutting and Watson were informed that there was no hazardous material whatsoever being transported to the railroad yard; the material is scanned prior to leaving the site in Concord, MA. There were some spills during the loading process that were cleaned up immediately. The EPA and DEP members spoke with the railroad and discussed having the railroad pour a slab of concrete onto the backside of railroad cars to make for easier clean up. There is an anticipated 4-5 years of the superfund site in Concord, MA. Nutting stated that the EPA is working on having more efficient bags for the companies to use.

Town Administrator Nutting stated that the budget process is beginning, and he has contacted Department Heads. Nutting stated the during decision-making time he will be looking for leadership from the Select Board.

Executive Session(s):

a. Review/Approve Executive Session Minutes May 23, 2022. June 21, 2022

b. Purpose 3, litigation strategy: High Hopes, LLCX v. Town

Chair Hazard read the executive session purpose above.

Selectman Stock motioned to enter into executive session per the purposes that Chair Hazard read, not to return to open session. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Chair Hazard dissolved the regular meeting at 7:53PM.

Respectfully submitted:
Lindsay Peterman

Select Board Adopted:

Select Board
Regular Meeting Minutes
January 9, 2023, 6:30PM

Present: Chair Hazard, Selectman Keyes, Selectman Stock, Town Administrator Nutting

Chair Hazard called the meeting to order at 6:30PM.

Consent Items

Acknowledge \$200 donation to Bancroft Memorial Library from Frederick G. Oldfield III

Chair Hazard read the letter provided in the packet regarding the donation to the Bancroft Memorial Library. The donation is being made in honor of Marjorie Hattersley. Selectman Stock stated that Fred Oldfield is someone that makes a Town a community and is glad he is a part of Hopedale.

Selectman Keyes motioned to approve the \$200 donation to Bancroft Memorial Library from Frederick G. Oldfield III. Selectman Stock seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Acknowledge \$10,000 grant award to Bancroft Memorial Library

Chair Hazard stated that the grant award letter and grant documents are provided in tonight's meeting packet. She read a portion of the grant letter, noting that the Association of Rural and Small Libraries (ARSL) grant selected the Bancroft Memorial Library grant application for full funding in the amount of \$10,000, which funds will be used to develop programs focused on young English-language learners and seniors living with memory loss.

Selectman Keyes motioned to accept the \$10,000 grant award to the Bancroft Memorial Library. Selectman Stock seconded the motion.

Selectman Keyes – Aye, Selectman Stock – Aye, Chair Hazard – Aye

Accept donation to Council on Aging from the Hopedale Friends of Elders, Inc.

Carole Mullen, Director of the Council on Aging, thanked the Hopedale Friends of Elders for their years of support. Mullen stated that this donation will be applied to fund program instructors.

Selectman Stock motioned to accept the \$2,000 donation to the Council on Aging from the Hopedale Friends of Elders, Inc. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Appointments & Resignations

Revise effective date of appointment of Career Firefighter/EMT Alex Cappella from 9/12/2022 (as voted on December 27, 2022) to 12/27/2022

Town Administrator Nutting stated that he did reach out to the Town's Labor Attorney. The Attorney concurred that the date should be December 27, 2022. Nutting stated that the Fire Chief agreed as well.

Selectman Stock moved to revise the effective date of appointment of Career Firefighter/EMT Alex Cappella from 9/12/2022 (as voted on December 27, 2022) to 12/27/2022. Selectman Keyes seconded the motion. Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

New Business

Discuss formation of Town Administrator Search Committee, including but not limited to number of members and composition

Chair Hazard stated the previous search committee consisted of 10 members, which she felt was too many members. Selectman Keyes suggested starting with an odd number of members, around 5-7 members. The Select Board agreed on 7 members, consisting of the Town Clerk, the School Superintendent, a member of the Personnel Committee, a member of the Finance Committee, a public safety employee and two residents. Chair Hazard stated residents interested in serving on this committee must fill out a talent bank form and turn it into the Town Administrator's office. The deadline to turn in the talent bank form is January 18, 2023.

Selectman Stock motioned to have the Town Administrator Search Committee consist of 7 members, consisting of the Town Clerk, the School Superintendent, a member of the Personnel Committee, a member of the Finance Committee, a public safety employee and two residents. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman – Aye, Chair Hazard – Aye

Discuss proposed Community Preservation Act By-Law for presentation to Annual Town Meeting

Chair Hazard stated that the Town is looking for members for the Community Preservation Committee. This committee would create a plan for distribution of community preservation funds. The Select Board has already voted that the Town of Hopedale is a Community Preservation community. Town Administrator Nutting stated that this committee will consist of nine members, one member from the Open Space and Recreation Committee, one member from the Conservation Commission, one member from the Planning Board, one member from the Parks Commission, one member from the Housing Authority, and four residents that are appointed by the Select Board. Nutting stated that regarding the resident terms, two would be appointed for one year, and the other two would be appointed for three year terms. This would be on a rotation. Nutting stated that as of December 31, 2022 there was \$180,000 to be spent on items such as open space, housing and historical preservation. By the end of the fiscal year there should be an additional \$40,000-\$50,000. Nutting stated that currently the State matches 10-15%. Chair Hazard advised residents that are interested to complete a talent bank form and turn it in to the Town Administrator's Office.

Interim Town Administrator proposal for Financial Summit meeting of elected and appointed officials

Town Administrator Nutting asked the Select Board to hold a financial summit with the Finance Committee, the School Committee, all Department heads, all Boards and Committees and citizens. A date does not need to be determined at tonight's meeting. Administrator Nutting suggested sometime in February 2023. The goal of this meeting is to let Town employees and the public know the financial position of the Town, especially prior to the Town Meeting. Nutting stated that this would be beneficial to the Select Board to have a discussion that sheds light on the Town's financial constraints and opportunities. Selectman Keyes stated that the Town has faced substantial gaps with the budget over the years. Administrator Nutting stated that he is meeting with the Town Accountant and the Treasurer next week to look at estimated revenues. Selectman Keyes asked Town Administrator Nutting how he will present the draft budgets. In recent years, it has been complicated and the previous Town Administrator would be making live revisions to an excel document as the Select Board discussed the budget. Town Administrator Nutting stated that his vision is to review the proposed budgets of

departments, Boards and Committees, meet with each to develop “status quo” budgets and to gain better insight into operational needs and challenges. Requests for additional funds for new programs, additional staff, etc. will be listed in a separate column. He will make recommendations and work with the Finance Committee to review all budget requests. Nutting stated that his goal of holding the financial summit is to get all Boards, Departments and Committees on the same page as to projected FY24 revenues and how that compares to projected expenses. Administrator Nutting stated he will work on proposed dates and locate a space large enough to hold this summit. Resident Len Guertin thanked Town Administrator Nutting for being so proactive with this budget cycle.

Old Business

Consider and Vote on Proposed Order of Taking for Land at 364 West Street Pursuant to Article 1 of the July 11, 2022 Special Town Meeting

Chair Hazard noted that this is a recurring vote until the Town hears from the Judge in this matter.

Administrator Nutting noted that, because this has to be re-voted every 30 days or less, the vote is scheduled for the Select Board agendas of January 23, 2023, February 13, 2023, March 13, 2023, and April 10, 2023 unless the judge’s decision occurs earlier.

Selectman Stock motioned that, in accordance with the vote of the Special Town Meeting, that the Town vote favorably on the Order of Taking to continue the procedure that is currently before the Court. Selectman Keyes seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Nay, Chair Hazard – Aye

Passed: 2-1

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

Resident Tara Taglianetti-Chambers stated that the Hopedale Community House will be 100 years old in 2023. The Community House is planning a celebration, the tentative date is June 24, 2023.

Selectman Keyes stated that today, January 9, 2023, is national law enforcement day. Selectman Keyes thanks and appreciates law enforcement across the Country and especially those in the Town of Hopedale. Selectman Stock shared Selectman Keyes sentiments.

Correspondence and Select Board Informational Items (votes will not be taken)

Requests for Future Agenda Items

Selectman Keyes requested to have one department a quarter on a Select Board meeting to provide an update to Town residents.

Administrator Updates (In Packet)

Update regarding 364 West Street finances

Town Administrator Nutting wanted to address questions he has received regarding the Railroad, the lawsuit and the expenditure of funds. Town Administrator Nutting stated that there has not been a decision regarding this litigation and he has not yet received an answer from Kopelman and Paige Law regarding their legal fees to date associated with this issue. Nutting stated that the law firm of Anderson Kreiger has been paid \$234,000 to date, but not with Town funds. A private party donated \$38,300 towards the Anderson Kreiger fees. Nutting suggested that any future donations toward these legal fees should be presented to and accepted by the Select Board, then deposited in a Town account from which the legal fees would be paid. This is a far better

municipal accounting procedure. Selectman Keyes stated that the Select Board had voted to utilize this process – that the donations would go into an account fund set up by the Town Treasurer and legal expenses would be paid from this account. Selectman Keyes asked Administrator Nutting to get the invoices sent to the Town instead of another party. Nutting stated that currently, the invoices are confidential because of the nature of them, once the item is settled then they will become public record. Selectman Keyes shared his concerns that the Select Board does not know what the invoices state and whomever is paying them could have ulterior motives and that could become an ethics problem. Keyes also stated that the other half of the problem is that the money is not going to the account that the Select Board voted to set up and the Town is not directly paying the invoices. Chair Hazard stated that Town Counsel has said that there is no issue with the anonymous donors directly paying them. Selectman Keyes stated that he is incredibly appreciative of the anonymous donors, he feels that the Town needs to follow the procedure that the Select Board voted on. Resident, Liz Reilly stated that the donor is not getting direct billed by Anderson Kreiger, the Town is receiving the invoices. Reilly stated that the donor is paying the invoices within two days. However, the donor is willing to pay the invoices per the procedure the Select Board put into place. Administrator Nutting suggested that it is important that donations such as this be deposited to a donation account, otherwise at the close of a fiscal year the funds will fall to free cash. Administrator Nutting moved on to discuss the appraisal, stating the appraised value was \$4.4 million and the Town voted a borrowing authorization of \$3.9 million. In addition, the Town has received a donation of \$7,600 toward the purchase of the land, there is a written commitment for \$450,000, and the Hopedale Foundation has expressed an interest in providing funds but is waiting to see what the outcome of the decision is prior to making a commitment. Nutting stated that if the Town does prevail in the suit, then the Town needs to exercise the eminent domain option quickly. Nutting stated that if the donations fall through then the Town will need to hold a Special Town Meeting and ask for additional funds to cover the balance, this can be done within fifteen days. Nutting stated that if the Town did borrow the \$3.9 million and the rest backed by donors, the Town would have 20-year bond payments of approximately \$300,000/year depending on interest rates and whether the bond was for level payments or declining interest. Selectman Stock thanked the Hopedale Foundation for their continued support of the Town of Hopedale. Selectman Stock feels that the donation from the Hopedale Foundation can be clarified shortly. Chair Hazard thanked the Hopedale Foundation for their commitment to the Town.

Executive Session(s): Anticipated executive session, pursuant to Purpose 7, to act under the authority of a general or special law, specifically the Open Meeting Law, G.L. c.30A, Section 22(g), to review and approve executive session minutes from September 26, 2022.

Chair Hazard read the executive session purpose above.

Selectman Keyes motioned to enter into executive session per the purposes read by Chair Hazard, not to return to regular session. Selectman Stock seconded the motion.

Selectman Stock – Aye, Selectman Keyes – Aye, Chair Hazard – Aye

Chair Hazard dissolved the meeting at 8:08pm.

Respectfully submitted: Lindsay Peterman

Adopted by Select Board: _____



**Bancroft Memorial Library
50 Hopedale St.
Hopedale, MA 01747**

6 February 2023

Mr. Michael A. Diorio, Administrator
The Hopedale Foundation
P. O. Box 123
Hopedale, MA 01747-0123

Dear Mr. Diorio and Trustees of The Hopedale Foundation:

On behalf of the Library Trustees, staff, and patrons, I would like to extend our sincere appreciation for your recent donation in the amount of \$1000 to the Bancroft Memorial Library. As in years past, your donation will allow the Library to explore new ways to connect with the residents of Hopedale, through the purchase of library materials, or through programming opportunities and special library needs that may not be covered by the municipal budget.

As we return to pre-Covid 19 levels of service, our focus has been on expanding access to a wider variety of digital content, as well as enhancing the breadth and strength of our physical collections. For 2023, we are focused specifically on broadening the scope of our adult large print collection. We are also actively engaged in championing literacy initiatives for every age; beginning with our youngest readers.

In January 2023, the Library partnered with local schools and other community organizations to launch a new early literacy initiative, "1000 Books Before Kindergarten." In just this first month, we have over 30 children registered for the program, and three have already reached the goal of 100 books!

Please know how grateful we are to The Trustees of The Hopedale Foundation for your continued support of the Bancroft Memorial Library and the Hopedale community. We look forward to creating new opportunities for literacy and inclusivity.

Yours sincerely,

Tricia Perry
Library Director

cc: Town of Hopedale Select Board



HOPE DALE 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

February 6, 2023

Re: Resignation of Call Firefighter Catherine D'Alessandro

Madam Chair,

Please find the attached letter of resignation submitted by Call Firefighter Catherine D'Alessandro effective Friday February 17th, 2023. Ms. D'Alessandro had been a member of our department for just over a year and a half haven been appointed in January of 2021.

We wish Katie all the best in her future endeavors.

Respectfully,

Thomas Daige
Fire Chief



HOPEDALE POLICE DEPARTMENT

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



www.hopedalepolice.com

Chief of Police
Mark A. Giovanella

February 14, 2023

Select Board
Town of Hopedale
Hopedale, MA 01747

Dear Board Members,

Interviews for part time dispatchers were conducted on February 1, 2023. As a result of those interviews, I respectfully request the board appoint, as Part Time Dispatcher for the Town of Hopedale effective Feb, 17, 2023:

McKealy Locklin of #110 Mill Street in Hopedale, MA 01747

McKealy currently is employed as a full time Public Safety dispatcher for the Bellingham Police Department.

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

Sincerely,

Mark A. Giovanella
Chief of Police

HOST COMMUNITY AGREEMENT

Between

The TOWN OF HOPEDALE,

Massachusetts and

Green River Cannabis Company, Inc.

This Host Community Agreement ("Agreement") is entered into this _____ day of February 2023 by and between Green River Cannabis Company, Inc., a Massachusetts Corporation company with a principal office address of 30 Washington Street, Attleboro, Massachusetts ("The Operator" or "Establishment") and the Town of Hopedale, a Massachusetts municipal corporation with a principal address of 78 Hopedale Street, Hopedale, MA 01747 ("Town").

WHEREAS the Operator wishes to locate an approximately 1,500 square foot Retail Marijuana Establishment at the property located at 150 Hartford Avenue, Unit C, Assessors Map 24 Lot 45-1 within the Town (the "Premises" or the "Facility"), pursuant to G. L. c. 94G (the "Act") and 935 CMR 500: Adult Use of Marijuana, pursuant to a license issued by the Cannabis Control Commission ("CCC") and such approvals as issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS Operator seeks to be further licensed as a Retail Marijuana Establishment pursuant to G.L. c.94G and 935 CMR 500.00 et seq., and to sell or otherwise transfer products to Marijuana Establishments and to consumers as authorized by license; and

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

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

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

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

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

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

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

- I. Community Impact Fee: The Town anticipates that, as a result of the Operator's operation of the Retail Marijuana Establishment (hereinafter "Marijuana Establishment"), the Town will incur additional expense and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services, public health services and education in addition to potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate the direct and indirect financial impact upon the Town and use of Town resources, the Operator agrees to pay a community impact fee to the Town, in the amounts and under the terms provided herein:
 - I. The Operator shall annually provide written notice to the Town within forty- eight (48) hours of each annual license renewal from the CCC operate the Facility. Not later than one (1) month after the date of each annual license renewal, the Town shall transmit to the Operator its documentation of costs reasonably related to actual costs imposed upon Town in the preceding year by the operation of the Facility ("Fees") in a manner and form consistent with any applicable regulations, including 935 CMR 500.000, et seq. (the "Transmittal"); provided, however, that upon prior written notice to the Operator, the Town may request an extension of time for the Transmittal, which request shall not be unreasonably denied by the Operator.
 - II. Each annual Transmittal setting forth the Town costs, if any, shall be due as Fees and paid by the Operator within two (2) months of the issuance of the Transmittal; provided, however, that if the Operator believes that the Fees are not reasonably related to actual costs imposed upon Town in the preceding year by the operation of the Facility, the Operator shall submit a written request to the Town within one (1) month of the issuance of the respective Transmittal and shall engage in good faith negotiations with the Town to review the Fees.
 - III. This Fee provision shall continue for a period of five (5) years from the date the Operator commences operations at the facility.
 - IV. The Fee payments, if any, shall be sent to the Town of Hopedale, Attn: Town Treasurer, 78 Hopedale Street, Hopedale, MA 01747.
 - V. The Fees are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Operator or agent thereof if the Operator's name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

- VI. The Operator acknowledges that time is of the essence with respect to performance of its obligations hereunder and that late payments shall be subject to interest at the rates prescribed by G.L. c. 59, §57.

The Operator agrees that Town costs sought as Fees may include anticipated costs rather than solely already-incurred costs. The Operator acknowledges that the Town may use the monies received from it as community impact fees in its sole discretion. The Town shall make a good faith effort to allocate such expenditures to off-set actual and anticipated costs arising from the impacts of the operation of marijuana establishments within its borders, including but not limited to Operator's operations.

Additional Costs, Payments and Reimbursements

1. **Permit and Connection Fees:** The Operator hereby acknowledges and agrees to pay the usual and customary building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
 2. **Facility Consulting Fees and Costs:** The Operator shall reimburse the Town for any and all reasonable and customary consulting costs and fees, including without limitation, reasonable attorneys' fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility. Provided, however, that any upfront payments for such fees and costs shall be deducted from the Community Impact Fee payment.
2. **Term and Termination:** Except as expressly provided herein, this Agreement shall take effect on the day written above, subject to the contingencies noted herein for the Operator's necessary state and local permits, licenses and approvals. This agreement shall continue in effect for so long as the Facility operates as a Marijuana Establishment within the Town, with the exception of the Community Impact Fee, which shall be subject to the statutory limitations of G.L.c.94G, §3(d), and as such, expire in five years from the date of execution of this Agreement.

In the event the Operator has not secured any Final License from the CCC and all necessary local permits from the Town with regard to the proposed retail operation and commenced said operation at the Facility within one (1) year from the Effective Date of this Agreement, the terms of this Agreement regarding the Retail Marijuana Establishment shall continue to apply, and the Operator shall be required to negotiate a new Agreement in order to accurately apply to operations at the Facility

within the Town unless the Select Board, in its discretion, agrees to an additional extension of time, for good cause, which shall not be unreasonably withheld, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

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

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

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

Operator shall promptly report the discovery of the following to the Hopedale Police Department immediately: diversion of marijuana, unusual discrepancies identified during inventory, theft, loss and any criminal activity; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana or marijuana establishment agents; an alarm activation or other event that requires response

by public safety personnel, failure of any security alarm system due to loss of electrical power or mechanical malfunction that is expected to last longer than eight hours, and any other breach of security.

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

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

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

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is

not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

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

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

11. **Retention of Regulatory Authority:** By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
12. **Notices:** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and also by email. Any and all written notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town:

Town of Hopedale
Town Administrator
78 Hopedale Street
Hopedale, MA 01747

**Copy To: Town
Counsel**

Brian W. Riley,
KP-Law, PC
101 Arch Street, 12th Floor Boston,
MA 02110

To Operator:

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

Copy To:

Constant S. Poholek Jr.
Law Associates
30 Washington Street
Attleboro, MA 02703

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

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

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

15. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
16. **Entire Agreement:** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
17. **Confidentiality:** Operator may provide to the Town, certain financial information, investment materials, products, plan, documents, details or company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "Confidential Information"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or at any time, thereafter, disclose to any person or entity, any Confidential Information, except as may be required by court order or law. Operator shall mark each plan, page, or transmission with the word "Confidential".
18. **Modifications:** Modifications to this Agreement may only be effective if made in writing and signed by both parties.
19. **Headings:** The article, section, and paragraph headings in this Agreement are for convenience only, are not part of the Agreement and shall not affect the interpretation of this Agreement.
20. **Counterparts:** This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
21. **No Joint Venture**

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

22. Nullity

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

23. Third Parties

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

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

For the Town of Hopedale Select Board

For Green River Cannabis Company Inc

By:

By:

Glenda A. Hazard, Chair

Constant S. Poholek,
President

Brian R. Keyes

Bernard J. Stock

Hopedale, MA – Town Administrator



Position Statement

Hopedale, MA (6,017 pop.), is a charming community located in the Blackstone River valley in central Massachusetts, approximately 40 miles from Boston. A primarily residential community, Hopedale has a small-town atmosphere that residents cherish. A good working relationship between the municipal government and school department has been the practice in Hopedale. The Town has an Aa3 rating, an FY23 budget of approximately \$28 million, excellent public schools, and strong community spirit. There are currently 55 full-time and 20 part-time municipal employees and 167 employees in the School Department. Hopedale is bordered by the communities of Bellingham to the east, Upton to the west, Mendon to the south, and Milford to the north. The Town is led by a three-member Select Board.

Hopedale is seeking an experienced, approachable, and community-focused leader with excellent economic development and financial management skills to serve as its next [Town Administrator](#). Preferred candidates should have a bachelor's degree (master's preferred) in public administration or a related field and experience as a city/town manager or assistant city/town manager or equivalent, with demonstrated skills and abilities in municipal finance, economic development, procurement, grant writing, and communications. Candidates should be self-starters, instill confidence and trust, and be able to build cooperative relationships with appointed/elected officials, residents, employees, and businesses. Candidates should be team players who are level-headed, enthusiastic, and have strong communication skills. Hopedale has skilled department heads who will assist the next Town Administrator in achieving goals.

Annual salary: \$130K-\$140K DOQ. The successful candidate will receive an attractive compensation package including health and retirement plans, commensurate with qualifications and experience.

Important Links:

- [Town of Hopedale](#)
- [Town Code](#)
- [Zoning Bylaws](#)
- [Master Plan](#)
- [Envision Hopedale](#)
- [FY21 Annual Report](#)
- [FY23 Budget Information](#)
- [Town Administrator Responsibilities](#)
- [Town Meeting Warrant](#)



Challenges and Opportunities

Economic Development

Hopedale is interested in attracting new businesses that are harmonious with the character of the community. The Town was once home to the former Draper Corporation, which thrived for more than 100 years. The company was the largest manufacturer of textile machinery in the country as well as producing doors, window sashes and blinds, and operating a printing office. At its peak, Draper employed more than 6,000 people in 1.6 million square feet of space. The Draper facility was acquired in the 1960s by Rockwell International but, due to national and international competition, production gradually declined until the facility closed permanently in 1979. The Draper facility building, which had been vacant for about four decades, has been torn down, but the foundation remains intact. The property, which is currently zoned industrial, is an excellent site for redevelopment and could work particularly well for mixed-use development. The Town is interested in working collaboratively toward the successful development of this property.



Hopedale has host agreements with two cannabis retail establishments that are open for business with another in discussions and is home to several cannabis manufacturing facilities. The Town's [Master Plan](#), completed in June 2007, is in the process of being updated with the assistance of the Central Massachusetts Regional Planning Commission. Once completed, the updated Master Plan is expected to focus on balancing residential neighborhoods and community character with the need for commercial, industrial, and retail investment. Future growth is needed to minimize the tax burden on residents but maintaining the character of the community is considered critical. The next Town Administrator will play an important role in helping to implement the updated Master Plan. Hopedale is currently working to hire a Town Planner who will assist in that effort. The [Hopedale Hazard Mitigation Plan](#) was adopted in February 2017.

Capital Planning

Like most communities, Hopedale has a number of capital needs. The Town Hall is in need of renovation and a number of Town-owned facilities require maintenance and repair, including the police station, fire station, and school buildings.

Government

Hopedale has a three-member [Select Board](#) which appoints a [Town Administrator](#) to manage the daily operations of the Board's Office and is the administrative supervisor of department heads appointed by the Board. The Town Administrator also coordinates cooperative purchasing activities and serves as the Chief Procurement Officer, Town Safety Coordinator, Municipal Hearing Officer, and Town Coordinator of the Americans with Disabilities Act. The Town Administrator's [responsibilities and duties](#) are detailed on the Town's website. Hopedale has an open Town Meeting form of government.



Finances

Hopedale has an FY23 budget of approximately \$28 million and a Moody's rating of Aa3. The Town is fiscally conservative, and the Town Administrator will be expected to run a tight fiscal ship. The FY23 tax rate is \$16.15 for residential properties and \$26.17 for commercial, industrial, and personal properties. In FY22, the value of the average single-family home is \$411,600 and in FY23 the average single-family tax bill is \$7,238. Maintaining or improving Hopedale's financial strength and bond rating while keeping tax increases to a minimum are priorities.

For FY23, nearly 62% of the Town's revenue comes from the tax levy, with 28.53% from state aid. In August 2019, voters approved the Town's first override to Proposition 2½ (\$430,000) to fund operational expenses of Town departments. Certified free cash for FY23 is \$1,406,217. Hopedale is supportive of its public-school system and the new Town Administrator should work collaboratively with the school department.



Recreation and Open Space

Hopedale has an abundance of recreation options within its 5.3 square miles of area. The largest body of water is Hopedale Pond, which is located near the Town Center. The Hopedale Pond and Parklands are considered the "crown jewels" of the Town and are used for recreational activities by Hopedale residents and those from surrounding communities. Hopedale Pond is 86 acres and is used primarily for boating (no combustion engines) and fishing. The Parklands is nearly 180 acres and an ideal location for hiking, biking, picnicking, and observing wildlife. The Recreation Department operates a tennis program for youths and adults as well as other seasonal sports, arts and crafts, band concerts, and cultural events. Hopedale's Town Park has a playground, tennis courts, bandstand, basketball court, baseball field, and open space.

Ongoing/Upcoming Projects

- Update various systems, procedures, and processes, including implementing a modern procurement process, standardized budget process, and formal Human Resources processes.
- Work to implement new Master Plan (once finalized), update zoning bylaws.
- Work collaboratively on a redevelopment plan for the former Draper Corporation property.
- Permits are being sought to build a large distribution warehouse on Plain Street.
- A lawsuit involving the Town and the Grafton & Upton Railroad Company is ongoing.





The Ideal Candidate

- Bachelor's degree in field related to public management with a Master's degree in public administration preferred.
- Minimum of 2-3 years of experience as a city/town manager, assistant city/town manager, or equivalent public or private sector level experience.
- Skilled in economic development, financial management, community planning, grant writing, communications, and procurement.
- Able to implement effective processes and procedures; strategic thinker.
- Knowledgeable of best practices.
- A self-starter and team player.
- Collaborative, enthusiastic, transparent, innovative, and decisive.
- Ability to develop a friendly and professional rapport with department heads.
- Skilled in use of traditional and modern communication tools.
- Community-focused, morale-builder, analytical, creative problem solver, professional, and organized.
- Approachable, have an open-door policy, and be open to exploring new ideas.
- Strong work ethic, inspire trust and confidence, empower others, and enjoy working with people.

How To Apply

Send cover letter and résumé via email, in a single PDF, by Feb. XX, 2023, 3:00 p.m. EST to:

Apply@communityparadigm.com

**Subject: Hopedale
Town Administrator**

Questions regarding the position should be directed to:

John Petrin, Senior Associate
Community Paradigm Associates
JPetrin@communityparadigm.com
781-552-1074

Applicants are considered without regard to race, color, religion, gender orientation, national origin, age, marital or veteran status, or the presence of a non-job-related medical condition or handicap.



LOCAL OPTION MEALS TAX

OVERVIEW:

As of 2009, cities and towns may impose a local option meals tax (excise) on sales of restaurant meals occurring within that community. The rate is 0.75% of the vendor's gross receipts from restaurant meal sales (\$.75 on a \$100.00 meal bill). This local excise is imposed along with the 6.25% state sales tax on meals, bringing the effective tax rate on sales of meals to 7%.

Adoption of this local option requires majority vote of Town Meeting. Once adopted, the community must notify the Department of Revenue's Division of Local Services and verify a list of meals tax vendors licensed to do business in that community. DOR will then notify vendors of their obligations to collect and pay over the local excise and to ensure that sales are properly sourced to each community.

VENDOR OBLIGATIONS:

Payment for the local meals tax must be paid by the purchaser to the vendor. The vendor must add the local meals tax to the sales price of the meal and collect from the purchaser the full amount of the local tax (0.75%) as well as the 6.25% state meals tax.

Vendors must file returns and pay the local tax imposed under to the Commissioner of the Department of Revenue at the same time and in the same manner as the sales tax due the Commonwealth.

DISTRIBUTION OF PROCEEDS TO MUNICIPALITIES:

All sums received by the Commissioner from payment of the local sales tax on meals will, at least quarterly, be distributed, credited and paid by the State Treasurer to each city or town that has adopted the Local Option Meals Tax.

MEAL VENDORS LICENSED BY HOPEDALE SELECT BOARD

Beyond Full	Hopedale Pizza Market
Maria's Pizza	Hopedale Donuts
Cumberland Farms	Hong Kong House
Hopedale Country Club	Christiano's Pizza

AREA COMMUNITIES THAT HAVE ADOPTED THE LOCAL OPTION MEALS TAX

Hudson	Marlborough
Southborough	Ashland
Bellingham	Medway
Franklin	Mendon
Blackstone	Uxbridge
Northbridge	Westboro
Grafton	

248 out of 351 Massachusetts communities have adopted the Local Option Meals Tax.

Martha White

From: Brian Riley <BRiley@k-plaw.com>
Sent: Tuesday, February 7, 2023 10:48 AM
To: Jeff Nutting
Cc: Martha White
Subject: RE: changing tree warden from Elected to appointed

Hi, Jeff. This can be accomplished by a vote of Town Meeting. General Laws Chapter 41, §1 has a list of officers to be elected at town elections, including Tree Warden:

A tree warden for the term of one or more years, unless the town by vote or by-law provides that he shall be appointed.

In addition, c.41, §106 states: **If the town provides by vote or by-law that the tree warden shall be appointed, such appointment shall be made by the board of selectmen. The term of such appointment shall be for three years.** While the method for changing some elected offices (Town Clerk or Treasurer, for example) to appointed requires both a Town Meeting vote and a ballot question, the statute specifically states that only a "vote of the town" [Town Meeting] is required to make that change for Tree Warden.

I located on the Town website that the three year elected term for Tree Warden is up this spring of 2023 – therefore, the office will be on the ballot, while the Annual Town Meeting will not be until the following week. In general, a town cannot just eliminate an elected office during a term and "throw out" the incumbent. I checked what we have advised on this before, however, and because Chapter 41, §1 authorizes Town Meeting to vote the change, I would recommend the following as a warrant article:

To see if the Town will vote pursuant to General Laws Chapter 41, Section 1 to change the office of Tree Warden from an elected office to an appointed office; provided that the incumbent Tree Warden, if any, as of the date of this vote shall become the first appointed Tree Warden for a three year term, or take any other action related thereto.

Brian

Brian W. Riley, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 654 1722
F: (617) 654 1735
C: (617) 909 9084
briley@k-plaw.com
www.k-plaw.com

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From: Jeff Nutting <jnutting@hopedale-ma.gov>
Sent: Monday, February 6, 2023 2:35 PM
To: Brian Riley <BRiley@k-plaw.com>
Cc: Martha White <mwhite@hopedale-ma.gov>
Subject: changing tree warden from Elected to appointed

Brian

Martha White

From: Brian Riley <BRiley@k-plaw.com>
Sent: Wednesday, February 8, 2023 4:24 PM
To: Martha White
Cc: Jeff Nutting
Subject: RE: FOLLOW-UP RE: Committee use of Facebook and Twitter

There shouldn't be a problem with this. We put out this advisory about boards and committees using social media a few years back, from the Open Meeting Law perspective:

<http://k-plaw.com/wp-content/uploads/2019/09/KP-667652-v1-1-18-2019-The-Open-Meeting-Law-and-Social-Media-Potential-Pitfalls.pdf>

but given the subject matter here, it seems unlikely that Commission members would get into discussions or debates in the comments. As long as they avoid that, this should be fine.

Brian W. Riley, Esq.
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From: Martha White <mwhite@hopedale-ma.gov>
Sent: Wednesday, February 8, 2023 3:01 PM
To: Brian Riley <BRiley@k-plaw.com>
Cc: Jeff Nutting <jnutting@hopedale-ma.gov>
Subject: FOLLOW-UP RE: Committee use of Facebook and Twitter

Brian – I didn't have the full picture on this. Apparently the chair of the commission would be operating these accounts personally, with no official town involvement or oversight.

From: Martha White
Sent: Wednesday, February 8, 2023 2:50 PM
To: Brian Riley <BRiley@k-plaw.com>
Cc: Jeff Nutting <jnutting@hopedale-ma.gov>
Subject: Committee use of Facebook and Twitter

Hi Brian

The Development and Industrial Commission would like to establish accounts in both Facebook and Twitter to promote events conducted by the commission and to highlight the local businesses of Hopedale. Do you have any concerns regarding a municipal board/committee using Twitter or Facebook?

The Open Meeting Law and Social Media – Potential Pitfalls

The Open Meeting Law (OML) prohibits a quorum of a public body from deliberating outside of a properly posted public meeting about matters within the jurisdiction of that body. When the OML was revised in 2010, “deliberation” was expressly defined to include exchanges by email. There is ample precedent from the Attorney General’s Division of Open Government (“Division”) that a violation of the OML occurs when a quorum emails about official business. It is less clear, however, how the OML applies to social media, such as Facebook, Twitter or Instagram, where communication is typically less direct. In fact, there are an ever increasing number of social media formats that leave a record of written posts or other communications that could lead to OML violations. While there is no clear answer, members of multiple member bodies should approach the issue proactively, exercising caution to avoid social media exchanges that could result in a written exchange between a quorums of members in violation of the OML.

The division found a violation of the OML when one board member sent an email to the other members expressing her opinion on a matter within the jurisdiction of that board, even though none of the other members responded. See OML 2012-93. In that case, the Division concluded that a single member had violated the OML by sharing her opinion with a quorum outside of a posted meeting. Trying to anticipate how this ruling would apply to exchanges on social media, consider the result if a board member posts a comment on her Facebook page concerning a pending application for a permit, and a majority of her fellow board members are Facebook “friends”. Is the fact that a quorum may have read the post enough to violate the OML? In the only formal determination concerning a Facebook post, the Division found no violation when a board of selectmen chairman posted an opinion on a matter before the board on his Facebook page, but the Division also specifically noted that the other Selectmen did not follow the Chairman on Facebook. See OML 2013-27. This holding suggests that the Division could have found a violation if the other board members had access to each other’s Facebook pages, and that such a finding would have been even more likely if the other members posted comments in response to the original post.

Community social media platforms are often a constructive means for residents to exchange opinions and shared ideas, and elected or appointed municipal board members may wish to similarly share their expertise, insight, and opinions. The Division recognizes that certain action taken by members of a multiple-member body may be “political” in nature, and has concluded that discussions between members of a public body may not violate the OML if they relate to a political statement. See OML 2012-10. However, the Division cautions that members of a board or committee must be “conscious, when formulating such statements, of the need to limit discussion to the political statement and avoid discussing matters that are within the public body’s jurisdiction”. The repercussions for making a mistake in this regard are potentially severe, ranging from an order that all posts be made part of a meeting record, to invalidating a vote or decision made by a board, or even imposing a fine for repeat offenses.

While the Division has not yet issued much formal specific guidance on this topic, here are some issues members of a public body should consider when using social media:

1. The safest course is to avoid “friending” or “following” members of your board or committee, and further to refrain from commenting on “friends of friends” posts on other members’ pages or sites as to any matter within the jurisdiction of your board or committee.
2. If you do choose to “friend” or “Follow” other members, avoid posting with respect to applications, hearings or other specific matters that are pending or likely to be pending before your board. Note that in addition to avoiding OML issues, this proactive approach will also protect the public body from a charge that the body has violated the due process rights of the applicant.
3. If you do choose to post concerning municipal matters, such posts should be made in a broad fashion so as to address the remarks to the public, i.e., all followers or “friends”, rather than targeting just fellow board members. We anticipate that the Division would look to whether the member’s comments were intended to reach the quorum, similar to an email addressed to a quorum, as opposed to reaching everyone with access to the social media site. In other words, while simply posting a comment may not violate the OML, even if a quorum of board members are “friends”, calling them out in the post, and/or sending a direct message, would be likely to do so.
4. If you see a post from a fellow board member on a specific pending matter, do not write a comment or reply in any way. If needed, you may request that the chair include the topic on the notice for a properly posted meeting.
5. Comments made to a closed listserv format, where the member is presumable aware that their fellow board members with “receive” the comments, if challenged, would likely pose a significant risk of a violation for improper deliberation.

In summary, members of boards and committees do not cede all of their first amendment rights when they take office. However, great caution should be exercised when using any social media platform to discuss matters within a board member’s official jurisdiction, particularly if the board member is “connected” with a quorum of members of their multiple-member body. Such “discussions” occurring in the context of a public hearing or other quasi-judicial process may also create a very real risk of due process claims. Finally, if social media statements are made by elected or appointed officials concerning municipal matters, ensure that it is clear such statements are made in the political context, such as using a “campaign” page or the like.

Please contact attorney Brian W. Riley (briley@k-plaw.com) or any member of the firm’s Government Access and Information Group at 617.556.0007 with further questions on the Open Meeting Law and social media.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

ORDER OF TAKING

WHEREAS, the Town of Hopedale, a municipal corporation, *acting by and through its Select Board*, with an address of 78 Hopedale Street, Hopedale, Massachusetts 01747 (the "Town") hereby certifies that the Town did vote to acquire by purchase, eminent domain or otherwise, the fee interest in the land known as a portion of 364 West Street, Hopedale, Worcester County, Massachusetts, containing 130.18 acres, more or less, which is classified as Forest Land under Chapter 61 of the General Laws, and shown on the plan attached hereto as Exhibit A (the "Plan") as "Map 2, Block 5, One Hundred Forty Realty Trust, Chapter 61 Forest Land Parcel-130.18 Acres" (the "Property"), which Property excludes the areas shown on the Plan as "Railroad Right of Way" and "Map 2, Block 5, One Hundred Forty Realty Trust, Excluded Wetlands – 25.06 Acres";

WHEREAS, the Select Board has deemed that public necessity and convenience require that it should take charge of and take by eminent domain a fee interest in the Property to maintain and preserve the Property and the forest, water, air, and other natural resources thereon for the use of the public and for conservation and recreation purposes to be managed under the control of the Hopedale Parks Commission;

WHEREAS, the taking was authorized by a two-thirds vote at the 2022 Special Town Meeting held on July 11, 2022, pursuant to Article 1, a certified copy of which vote is recorded herewith; and

WHEREAS, the Property is currently owned by Michael R. Milanoski and Jon Delli Priscoli, Trustees of the One Hundred Forty Realty Trust, w/d/t dated September 16, 1981 and recorded in the Worcester South County Registry of Deeds (the "Registry") in Book 7322, Page 177, by virtue of a deed recorded with the Registry on June 11, 2021 in Book 65363, Page 65.

NOW, THEREFORE, we, the undersigned Select Board of the Town of Hopedale, acting herein under the authority conferred on us by Chapters 40 and 79 of the General Laws, do hereby adopt this Order of Taking to take, on behalf of the Town, a fee simple interest in all of the Property.

AND FURTHER ORDERED that included in this taking and without limiting the provisions of the foregoing, said taking includes all trees, bushes, vegetation, roadway improvements and all structures located thereon, including but not limited to structures for the collection of storm drainage and sewerage, but not including wires, cables, poles, towers, pipes, conduits and other appurtenances for the conveyance of gas, electricity, cable television or telephone communication located in or upon the Property, and not including railroad tracks or appurtenant loading structures currently in place on the Property.

AND FURTHER ORDERED that no betterments are to be assessed under this Taking.

AND FURTHER ORDERED that in accordance with the provisions of M.G.L. Chapter 79, as amended, an award of Four Million Four Hundred Thousand Dollars (\$4,400,000.00) is made.

AND FURTHER ORDERED that a representative of the Town shall record this Order of Taking in the Registry within thirty (30) days from its final passage, shall notify the Treasurer and Collector of Taxes in the Town of Hopedale of this taking in accordance with M.G.L. Chapter 79, and shall cause notice of the taking to be given to all persons entitled thereto and do all things necessary for the validity of this Order of Taking.

[Signatures to appear on next page.]

IN WITNESS WHEREOF, we, the Select Board, have executed this Order of Taking this 16th day of February, 2023.

TOWN OF HOPEDALE
SELECT BOARD

Glenda A. Hazard, Chair

Brian R. Keyes

Bernard J. Stock

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

On this 17th day of February, 2023, before me, the undersigned Notary Public, personally appeared _____

_____, members of the Select Board for the Town of Hopedale, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit A

(attached)



TOWN OF HOPEDALE

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

Tel: 508-634-2203 X215 Fax: 508-634-2200

Email: lpedroli@hopedale-ma.gov

Lisa M. Pedroli

Town Clerk
Justice of the Peace
Notary Public
Burial Agent

DATES TO REMEMBER

ANNUAL TOWN ELECTION – MAY 9, 2023

ANNUAL TOWN MEETING – MAY 16, 2023

- *Nomination papers are available from the Town Clerk's Office beginning: Tuesday February 7, 2023*
- *Number of signatures of registered voters required: twenty-five (25)*
- *Papers must be submitted to the Registrars in the Town Clerks office on or before Tuesday, March 21, 2023 at 5:00 PM*
- *Last day to withdraw as a candidate or object to nomination papers is Thursday, April 6, 2023 at 5:00 PM*
- *Last day to register to vote for the Annual Town Election is: Saturday April 29, 2023*
- *The last day to request mail-in ballot (absentee or early) is Tuesday, May 2nd at 5:00 PM*
- *Last day to register to vote at the Annual Town Meeting is: Saturday May 6, 2023*



TOWN OF HOPEDALE

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

Tel: 508-634-2203 X215 Fax: 508-634-2200

Email: lpedroli@hopedale-ma.gov

**Town Clerk
Lisa M. Pedroli, CMMC**

The following elected offices will appear on the Annual Town Election ballot scheduled for Tuesday May 9, 2023. Nomination papers are available in the Town Clerks office on Tuesday February 7, 2023.

SELECT BOARD3 YEARS
BOARD OF HEALTH 3 YEARS
LIBRARY TRUSTEE 3 YEARS
PARK COMMISSION3 YEARS
PLANNING BOARD5 YEARS
ROAD COMMISSIONER.....3 YEARS
SCHOOL COMMITTEE3 YEARS
TREE WARDEN 3 YEARS
WATER & SEWER COMMISSIONER..... 3 YEARS