



## TOWN OF HOPKINTON SELECT BOARD MEETING AGENDA

Tuesday, January 24, 2023 6:00 PM

Hopkinton Town Hall, 18 Main St, Hopkinton, MA - Room 215/216  
(Executive Session will be held in Room 211)

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/85815917732?pwd=c2lrSjBFUIBwQ3lZUld4KzRjJdGNvdz09>

Passcode: 935735

Or One tap mobile :

US: +16468769923,,85815917732# or +16469313860,,85815917732#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 876 9923 or +1 646 931 3860 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 386 347 5053 or +1 408 638 0968 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623

Webinar ID: 858 1591 7732

International numbers available: <https://us02web.zoom.us/j/85815917732?pwd=c2lrSjBFUIBwQ3lZUld4KzRjJdGNvdz09>

**6:00 PM**

### **CALL TO ORDER**

**1.**

#### **EXECUTIVE SESSION**

- a. Pursuant to *M.G.L. c.30A, §21(a)* (purpose 3) to consider strategy with respect to collective bargaining relative to Police, Fire and Communications Unions because an open meeting may have a detrimental effect on the negotiating position of the Board;
- b. Pursuant to *M.G.L. c.30A, §21(a)* (purpose 2) to consider strategy with respect to negotiations with non-union personnel (Police Chief and Town Manager);
- c. To approve executive session Minutes (1/10/2023)

**6:30 PM**

### **CALL TO ORDER - OPEN SESSION**

**2.**

#### **PLEDGE OF ALLEGIANCE**

**6:31 PM**

### **PUBLIC FORUM**

**3.**

Residents are invited to share ideas, opinions or ask questions regarding Town Government.

**6:40 PM**

### **CONSENT AGENDA**

**4.**

The Select Board will consider the following consent agenda:

- a. **MINUTES** - The Select Board will consider approving the Minutes of the January 4, 2023 and January 10, 2023 meetings.
- b. **RESIGNATION** - The Select Board will consider accepting the resignation of Renee Dean from the Sustainable Green Committee.
- c. **BOARD/COMMITTEE APPOINTMENTS** -The Select Board will consider appointing John Cardillo to the Veterans Celebration Committee (1 vacancy, term expires 6/30/'23)

Supporting Exhibits: Resignation email, Application

**6:45 PM**

**FY 2024 CONSOLIDATED BUDGET SUBMISSION**

5.

The Town Manager will submit the consolidated FY 24 budget to the Select Board, and the Board will discuss the budget provisions and the process going forward. The School Committee and Appropriation Committee are invited.

Supporting Exhibits: FY 2024 Comprehensive Budget Proposal

[https://drive.google.com/drive/folders/199yLLtzzWFEIE48nmyfa\\_7FWAa9SDm0M?usp=sharing](https://drive.google.com/drive/folders/199yLLtzzWFEIE48nmyfa_7FWAa9SDm0M?usp=sharing)

**7:15 PM**

**MAY 1, 2023 ANNUAL TOWN MEETING WARRANT**

6.

The Select Board will consider discussing its potential Annual Town Meeting articles, and voting to submit articles into the Annual Town Meeting warrant. The Select Board will review a Net Zero Resolution proposed by the Sustainable Green Committee for the Annual Town Meeting warrant.

Supporting Exhibits: Annual Town Meeting Timeline; Potential Annual Town Meeting Articles; Net Zero Resolution; Draft Short Term Rental Bylaw

**7:30 PM**

**REGIONAL EMERGENCY COMMUNICATIONS CENTER**

7.

The Select Board will consider Hopkinton's participation in a Regional Emergency Communications Center and review a draft Intermunicipal Agreement between Southborough, Grafton, Westborough and Hopkinton. The Select Board will take a formal position on the IMA on February 14, 2023

Supporting Exhibits: Resident Feedback: Draft Inter-Municipal Agreement (IMA)

[https://drive.google.com/drive/folders/1Qjs\\_tmFqp7STltlqHJOlrCrJKI6UNIFH?usp=share\\_link](https://drive.google.com/drive/folders/1Qjs_tmFqp7STltlqHJOlrCrJKI6UNIFH?usp=share_link)

Additional Information:

<https://jgpr.net/2022/12/12/town-of-hopkinton-provides-update-on-regional-emergency-communications-center-study/>

**7:40 PM**

**TOWN MANAGER REPORT**

8.

Town Manager will report on the following:

- a. Main Street Corridor Project
- b. Per- and Polyfluoroalkyl Substances (PFAS) treatment project
- c. Massachusetts Water Resources Authority (MWRA) Southborough Interconnection project
- d. Announcement of the release of executive session minutes

Supporting Exhibits: Town Manager Report

**7:45 PM**

**LIAISON REPORTS/BOARD INVITES**

9.

Supporting Exhibit: FY 23 Liaison Assignments

**7:50 PM**

**FUTURE BOARD AGENDA ITEMS**

10.

Board members will identify future agenda items.

Supporting Exhibit: Board Member Future Agenda Items

**7:55 PM**

**ADJOURN**

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### **Correspondence to Select Board**

1. 1-11-23 Email from Jamie Wronka - Special Education Cut Proposal

### **Upcoming Select Board Meetings**

1. January 31, 2023
2. February 7, 2023
3. February 14, 2023
4. February 28, 2023

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The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Unless an agenda item is a posted public hearing, the matter may be considered earlier than the indicated time if there are last minute cancellations or other unforeseen events which cause the Board to move more quickly through the agenda.



Vasudha Dutta <vdutta@hopkintonma.gov>

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## Fwd: Resignation of Renee Dean from Sustainable Green Committee

2 messages

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**Geoff Rowland** <greenchair@hopkintonma.gov>

Mon, Jan 16, 2023 at 5:53 PM

To: Select Board Office <selectboard@hopkintonma.gov>, Town Clerk <townclerk@hopkintonma.gov>

Cc: Renee Dean [REDACTED]

Hi Select Board and Connor,

I'm notifying you that after nearly 3 years of dedicated service, Renee Dean has resigned from the Sustainable Green Committee. Can you please take the needed steps to accept the resignation and post the vacancy?

Thanks,  
Geoff

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

From: **Geoff Rowland** <[REDACTED]>

Date: Mon, Jan 16, 2023 at 5:47 PM

Subject: Resignation of Renee Dean from Sustainable Green Committee

To: [greenchair@hopkintonma.gov](mailto:greenchair@hopkintonma.gov) <[greenchair@hopkintonma.gov](mailto:greenchair@hopkintonma.gov)>

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**From:** Renee Dean <[REDACTED]>

**Sent:** Sunday, January 15, 2023 8:04 PM

**To:** Geoff Rowland <[REDACTED]>

**Subject:**

Hi, Geoff.

Unfortunately, I'm writing to resign from my position on the Sustainable Green Committee. At this time, I'm just not able to commit the time that's required to be an active and effective member of the group.

I still believe that the work that the SGC is doing is vitally important to our town and the greater community. I hope that my resignation will make it possible for another individual to become involved and make a difference.

All the best,  
Renee

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All email messages and attached content sent from and to this email account are public records unless qualified as an exemption under the [Massachusetts Public Records Law](#).

Visit us online at [www.hopkintonma.gov](http://www.hopkintonma.gov).

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**Amy Ritterbusch** <aritterbusch@hopkintonma.gov>

Tue, Jan 17, 2023 at 6:56 AM

To: Norman Khumalo <nkhumalo@hopkintonma.gov>, Elaine Lazarus <elainel@hopkintonma.gov>, Vasudha Dutta <vdutta@hopkintonma.gov>

For the next agenda

Sent from my iPhone

Begin forwarded message:

**From:** Geoff Rowland <[greenchair@hopkintonma.gov](mailto:greenchair@hopkintonma.gov)>

**Date:** January 16, 2023 at 5:53:29 PM EST

**To:** Select Board Office <[selectboard@hopkintonma.gov](mailto:selectboard@hopkintonma.gov)>, Town Clerk <[townclerk@hopkintonma.gov](mailto:townclerk@hopkintonma.gov)>

**Cc:** Renee Dean <[REDACTED]>

**Subject:** Fwd: Resignation of Renee Dean from Sustainable Green Committee

[Quoted text hidden]

[Quoted text hidden]

## Application Form

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### Profile

John

First Name

Cardillo

Middle Initial

Last Name

[REDACTED]

Email Address

[REDACTED]

Home Address

[REDACTED]

Suite or Apt

[REDACTED]

City

[REDACTED]

State

[REDACTED]

Postal Code

[REDACTED]

Primary Phone

[REDACTED]

Alternate Phone

Retired

Employer

Job Title

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### Which Boards would you like to apply for?

Veterans Celebration Committee: Submitted

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### Interests & Experiences

Please tell us about yourself and why you want to serve.

## Why are you interested in serving on a board or commission?

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I have lived in Hopkinton for the past 25 years and have been involved in many activities in town. I have coached softball for my daughter Kimberly and was assistant Little League Baseball coach for my son Jason (Jason went on to play baseball for Hopkinton High School). I was also on the Hopkinton Little League Board as equipment manager. I was involved with the Hopkinton High School (HHS) cheerleading (of which Kimberly was a part) as their unofficial photographer and part-time fundraiser. The HHS Cheerleaders were extremely successful in winning local and State competitions, and a national title her junior year. Her senior year Kim was elected team Captain. For the last 3.5 years I have been a photographer for the Hopkinton Independent, an experience I've enjoyed immensely! I also just celebrated my tenth year as a volunteer at the Boston Marathon here in Hopkinton (in the corrals) Both my children have benefited from their education here in Hopkinton. Jason went on to the University of Vermont and Kimberly went to the University of South Carolina. Jason received a degree in Mechanical Engineering, as did Kimberly, at the University of South Carolina. Kimberly went on received a Master's degree, in Mechanical Engineering. Both now live and work in Colorado. My wife and I loved raising our children in Hopkinton because of the opportunities it afforded them (primarily a top notch education) and the multitude of activities, provided by the town, which kept them engaged and involved. I decided to retire (after 30 years in High Tech) shortly after the passing of my wife Cindy, to cancer, in October 2017. At that time, I might have chosen to leave Hopkinton, but I decided to stay! Hopkinton is an inviting, vibrant community, one that continues to grow both in population and diversity, as well as opportunity! I recently ran for Constable but, unfortunately, lost that election. I seek an appointment so that I can give back to Hopkinton all that this wonderful town has given me and my family. I am currently on two committees in town; The Hopkinton Cultural Council and the Woodville Historic District Commission. I am an active member in both committees. Please consider me for a seat on the Veterans Celebration Committee.

[John-Cardillo\\_Resume.pdf](#)

Upload a Resume

# John Cardillo



## Work Experience

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### **IT Infrastructure Manager**

Corrona, LLC - Waltham, MA

February 2015 to Present

#### Infrastructure Manager Job Description

Plan, direct, and coordinate the design, installation, and connectivity of computer systems and network infrastructure to ensure continuously stable operation of all Corrona's IT assets. This includes, but is not limited to, developing, configuring, maintaining, supporting, and optimizing all new and existing VMware servers, network hardware, software, and uplinks to the internet. This role is also responsible for telephone/telepresence, data center operation (in conjunction with MSP, BCS Call Processing), and security of all Corrona systems and all other IT related infrastructure.

#### General Responsibilities

- Design and implement short- and long-term strategic plans to ensure network capacity meets existing and future requirements.
- Develop, implement, and maintain policies, procedures, and associated training plans for Network/Server resource administration and appropriate use of network resources.
- Network asset management, including maintenance of network component inventory, life cycle management and related documentation.
- Establish service levels and maintain SLA agreements with MSP
- Provides "ownership" of infrastructure related problems from beginning to final resolution.
- Plan, acquire, and coordinate installation of in-house and remote hardware and software across the organization's network.
- Responsible for and take ownership of scheduling post-mortems and report finding to management
- Conduct research and make recommendations on network products, services, protocols, and standards in support of all Infrastructure and development efforts.
- Perform cost-benefit and return on investment (ROI) analyses for IT related systems to aid management in making implementation decisions (in conjunction with CFO).
- Negotiate with vendors, outsourcers, and contractors to secure Infrastructure related products and services.
- Assess, approve, and administer all, hardware, and software upgrades.
- Manage and ensure effectiveness of servers, including e-mail, print, and backup servers, and their associated operating systems and software. Responsible off-site data center (in conjunction with BCS) to ensure continuity of service
- Ensure that Corrona stay abreast of emerging IT related products and trends
- Manage and ensure optimal operation of all network hardware and equipment, including routers, switches, hubs that are located in home office in Waltham.



- Manage and ensure effectiveness of security solutions, including firewalls, anti-virus solutions, and intrusion detection systems (In conjunction with BCS)
- Establish and maintain regular written and in-person communications with the organization's executives, decision-makers, stakeholders, department heads, and end users regarding pertinent infrastructure related activities.
- Set, maintain and improve on IT Service Delivery and Support Processes, in conjunction with BCS, in order to maintain a high standard of the day-to-day operations
- Manage operational costs; in collaboration with the CFO, conduct near- and long-term financial forecasts for expanded functionality/user base.
- Test server performance and provide Server performance statistics and reports on critical systems; develop strategies for maintaining server infrastructure.
- Oversee the administration of user accounts, permissions, and access rights in AD.
- Strong working knowledge of Office365 Administrative Console and related technologies
- Working knowledge hybrid environments

### **Desktop Support Engineer, Technical Support International**

Technical Support International - Foxborough, MA  
November 2013 to August 2014

MA

Primary responsibilities include but are not limited to: Remote Technical Support utilizing remote technologies such as Kaseya, Connectwise, LabTech and LogMeIn Rescue. Troubleshoot simple to highly complex problems related to Windows operating systems (Desktop and Server) and Mac OS. Experience with the following technologies:

Symantec Backup Exec and Symantec System Recovery, Enterprise Virus Protection Software  
Experience with Active Directory, Exchange (Hosted, Cloud and onsite), SQL, Office365, Terminal Services, Visual Studio (Installation and configuration) Lync  
Networking TCP/IP, Routers, Firewalls (mostly SonicWALL)  
VMware - Fusion and VSphere  
SonicWALL Net Extender  
Virus detection and removal  
PowerShell (novice)

### **Senior Service Technician**

Deltek Corporation - Herndon, VA  
November 2007 to September 2013

(Worked in Woburn Branch Office)

Provide technical support to ~100 users locally and several hundred users worldwide utilizing both hands-on and virtual technologies. Provided leadership roles in a number of IT related projects i.e. Branch move from Cambridge to Woburn (200+ users) and the downsizing Woburn office ~150 users. Provided leadership and guidance to small teams in creation of Wiki Service Desk Support documentation. Presented IT orientation training to new employees Go to person for project "catch-up" when needed. Member of Change Control Board (CCB) representing Service Desk. Researched, purchased, installed and configured new, updated backup infrastructure.

### **Owner/President**

Ohana Computing Solutions  
June 2004 to November 2007

Hopkinton, Massachusetts

IT Technical Support and Consulting for Small Business, SOHO's and Home Users

Primary Services Consulting Services

Break/Fix Network Architecture

Data Recovery New Systems Purchasing

Data Migration Risk Analysis

Backup and Recovery Cost/Benefit Analysis

Disaster Recovery Disaster Recovery, Planning and Implementation

### **Disaster Recovery Engineer- TAC Worldwide**

EMC, Business Continuance

March 2003 to January 2004

Westborough, Massachusetts

System Level Support of Corporate backup and recovery infrastructure with concentration on business continuance planning and systems design to provide optimal backup efficiencies and fast, complete recoveries.

Directly responsible for two backup/recovery systems, backing up 10.5 to 15 terabytes of data daily. Cross-trained on eleven other backup systems that supported all corporate worldwide backup and recovery requirements. (All back systems were Solaris based systems utilizing EMC DPM backup software).

Responsible for all break/fix activities, including but not limited to; server/client connectivity issue (Network and Storage), backups server hardware and software issues, Tape Library Unit (TLU) hardware and software issues.

Trained Operations Personnel for Tier 1 support of backup infrastructure. Edited support document for Tier 1 support personnel.

Involved, with backup team, in architecting and modernizing of corporate backup infrastructure with goal to increase efficiencies and reduce costs.

### **Internet Systems Engineer**

Advanced Solutions Group - EMC CORPORATION - Hopkinton, MA

April 1998 to November 2002

World leader in information storage systems, software and automated networked storage.

Build-out of complex network storage solutions systems vital to customers in the banking, financial services, insurance, biomedical and government sectors.

Network operations center (NOC) experience monitoring back and front end system activity/performance utilizing

- BMC Patrol
- Network Health (SiteScope)

Lead Tech for systems back-up, recovery and disaster preparedness role with direct oversight for server security, data preservation and business continuity relating to customers' web infrastructures. Controlled systems back-up of more than 3.7 terabytes daily; took a leadership role in development of disaster recovery applications and processes and related security measures.

Provided broad-based support within development environments and troubleshoot user problems, including:

- Data Restoration
- Storage Management

- Data transfer issues.

Facilitated capture of new backup capacity by increasing back-up/storage capacity within EMC/ASG through a series of hardware/software needs assessments and enhancement recommendations.

Cut data transfer time 20% by assisting in developing a comprehensive Fibre Channel solution for the Advanced Solutions Group.

Tapped to spearhead systems evaluation, data collection and testing in driving forward the ASG's Y2K compliance initiative.

Facilitated the migration from Omniback to EMC/EDM backup solution.

Interfaced with customers to address questions/issues regarding backups.

Primary contact with ASG Program Managers and Solutions Architects to address questions related to backups.

Co-developed in-house training for HP Omniback and EMC/EDM backups solutions.

Co-wrote in-house "Backup Bibles" for Omniback and EMC/EDM for Network Operations staff for reference.

## **HP Network Technician / PC Specialist**

ALTERNATIVE RESOURCE CORPORATION - Boston, MA

1997 to 1998

IT staffing solutions company.

Broadened IT skills with NT/Macintosh platforms in a technical support role on-site at Hewlett Packard. Performed application/network management, system diagnostics, OS upgrades, peripheral configuration and troubleshooting/support for 500+ end users.

Technical Lead, Remote Access Service Lab. Responsible for configuring and supporting laptops and desktops using Access Control and Encryption (ACE) Responsible for configuring and deploying ACE ID Cards to employees.

## Education

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### **business**

Center for Women and Enterprise

2004

EMC Control Center

1998 to 2003

## Additional Information

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Technical Expertise:

Operating Systems: Windows XP, Windows 7 (Enterprise), Mac OS X, Some Unix/Linux

Hardware: Sun Series 4500, ADIC Tape Library (with expansion bay) ATL P3000 Tape Library, Polycom Audio Visual Systems, Lenovo Laptops. Mac Intel Laptops, iPhone, iPod, iPad, Droid Xerox and HP printers

Software: Kaseya, Connectwise, LabTech, LogMeIn Rescue, TrackIt 8.0, Cisco Call Manager, Active Directory, MS Office Suite 2010, Verizon Business Web Interface, Backup Exec, Ghost, VMware, Parallels (Mac), GoToAssist, Cisco VPN, Trend Micro (Admin Interface and Client), Sophos (Admin Interface and Client), WinMagic SecureDoc, GetData Recover My Files v5 Lync 2013 (client)

Exchange Admin Console 2007/2010 w/ActiveSync

Blackberry Control Center

Software Overview: EMC Control Center, EMC Control Center Open Edition

Technologies: Fibre Channel, TCP/IP, Understanding of Switch and Router Topologies, DHCP, RDP, FTP

Operating Systems

Solaris 2.x System Administration I, Solaris 8 System Administer II

Solaris Operating Environment TCP/IP Network Administration

1975-1977

Berkshire Community College

Liberal Arts, Concentration in Psychology

1977-1988

University of Massachusetts, Amherst

Liberal Arts, Concentration in Psychology

1994-1995

University of Massachusetts, Boston - Undergraduate Coursework in Law

Additional training in project management, communications, conflict resolution and team building.

## **FY 2024 Comprehensive Budget Proposal**

[https://drive.google.com/drive/folders/199yLLtzzWFEIE48nmyfa\\_7FWAa9SDm0M?usp=sharing](https://drive.google.com/drive/folders/199yLLtzzWFEIE48nmyfa_7FWAa9SDm0M?usp=sharing)

## 2023 Annual Town Meeting & FY 24 Budget Timeline

Please note that some of the dates provided below are an estimation and may change. Please call the Town Manager’s office at 508-497-9701 with questions.

Any updates will be made to this document. For your convenience, references to relevant state laws, local bylaws, Town Charter and policies are also included.

<b>September 29, 2022</b>	<b>Town Manager gains consensus on budget timeline and budget message with Select Board, Appropriation Committee and School Committee. (Charter § 7-2(a))</b>  <b>Town Manager issues Budget Schedule.</b>
September 30, 2022	CFO distributes budget materials.
October 1, 2022	<i>Deadline for establishing and issuing budget schedule (Charter § 7-2(a))</i>
October 13, 2022	Deadline to submit CPC applications
<b>November 1, 2022</b>	<b>Municipal Services budgets due to Town Manager.</b>
November 1, 2022	Select Board discusses its potential articles, including any General Bylaw changes
November 14, 2022	Town Manager CIP review.
<b>November 14, 2022</b>	<b>CPC capital requests due to CIC</b>
<b>November 14, 2022</b>	<b>Long Term capital plans due to CIC.</b>
<b>November 15, 2022</b>	<b>Select Board Budget Listening Session</b>
December 1, 2022	<i>Town officials and multiple member bodies may submit draft warrant articles to Town Counsel for review and comment (S.B. policy).</i>
December 6, 2022	Select Board discusses its own potential articles, including any General Bylaw changes.
<b>December 8, 2022</b>	<b>Select Board, School Committee, Appropriation Committee Joint Meeting - Budget Update</b>
<b>December 15, 2022</b>	<b>School Superintendent presents budget</b>

<b>December 19, 2022</b>	<b>Town Manager completes Municipal Services budget review.</b>
<b>December 20, 2022</b>	<b>CIC &amp; CPC complete capital hearings and submit to Town Manager.</b>
December 20, 2022	<i>Select Board vote to open the ATM warrant on January 1, 2023 (or before). (120 days before ATM)</i>  Select Board discusses its own potential articles, including any General Bylaw changes.
January 1, 2023	ATM Warrant opens. Submission of proposed warrant articles begins.
<b>January 5, 2023</b>	<b>School Superintendent presents budget to School Committee</b>
January 10, 2023	Select Board discusses its own potential ATM articles.
January 12, 2023	School Committee Public Hearing/Board Discussion, with Select Board and Appropriation Committee
<b>January 19, 2023</b>	<b>School Committee Votes FY 23 Budget</b>
January 24, 2023	Select Board review its own ATM articles; vote to submit own articles into warrant.
<b>January 24, 2023</b>	<b><i>Town Manager submits a consolidated budget to the Select Board.</i></b>
January 31, 2023	<i>ATM Warrant closes (90 days before ATM, Charter § 2-3).</i> <ul style="list-style-type: none"> <li>● All petitions for warrant articles submitted to Town Clerk for signature confirmation.</li> <li>● Town Manager refers all appropriation articles to Appropriation Committee.</li> <li>● Select Board refers voter petitions to Board of Registrars (MGL c.39 § 10).</li> <li>● Select Board refers all zoning articles to Planning Bd. within 14 days of submission (MGL c.40A § 5).</li> </ul>
January 31, 2023	Select Board conducts budget and capital hearings.  Select Board reviews language of its own ATM articles.
February, 2023	Planning Board public hearing on zoning articles (date scheduled by Planning Board, Zoning Bylaw §210-153; MGL

	c.40A §5.
February 7, 2023	Draft ATM Warrant to Town Counsel
<i>Feb.20 - 24 School Vacation</i>	
February 7, 14, 28, 2023	Select Board budget and capital hearings.  Select Board finalize language of its own ATM articles.
March, 2023	Public Forum - General Bylaw articles submitted into Warrant, hosted by those proposing the General Bylaw articles. (optional)
March 14, 2023	Select Board budget and capital hearings.  Select Board finalize language of its own ATM articles.
<b>March 14, 2023</b>	<b><i>Select Board adopts budget and capital and submits to Appropriation Committee.</i></b>
March 14, 2023	Draft ATM Warrant to Select Board for review.  Working session with Department Heads - Non-financial Warrant articles, as needed.  Select Board take positions on Warrant articles
March 27, 2023	Last day to file nomination papers for town election (MGL c.53 § 7, 49 days prior to election).
March 28, 2023	Select Board Review ATM Warrant  Select Board take positions on Warrant articles
April 4, 2023	Select Board review ATM Warrant.  Select Board take positions on Warrant articles.  Select Board finalize ballot questions.  Select Board review draft Motions.
<b>April 6, 2023</b>	<b><i>Appropriation Committee holds hearing and votes on budget and delivers required report by April 17. (At least 14 days before ATM, Charter § 7-2(b))</i></b>



April 7, 2023	Warrant and Motions Document completed.
April 10, 2023	Deadline for submission of powerpoint presentations for ATM. Send to Moderator for approval.
April 10, 2023	<i>Deadline for final written notice of any ballot questions to be submitted to the Town Clerk (35 days before annual town election, MGL c.54 § 42C).</i>
April 11, 2023	Select Board review draft Motions.  Select Board take positions on Warrant articles.  Select Board sign ATM Warrant.  Select Board discuss its town meeting presentations.
April 11, 2023	<i>Last day to register to vote for the Annual Town Meeting and Annual Town Election (20 days before Town Meeting/Election M.G.L. c. 51 § 1F).</i>
April 12, 2023	Moderator's Meeting: Review of final motions and meeting process with Town Counsel, SB Chair, Moderator, Appropriation Committee Chair, Town Manager, Principal Planner/Planning Board Chair, School Committee Chair, School Superintendent, Finance Director, Town Clerk, Asst. Town Manager, Deputy Moderator.
<i>School Vacation April 17 - 21</i>	
April 17, 2023	Appropriation Committee Report Due <i>(At least 14 days before ATM, Charter § 7-2(b))</i>
April 17, 2023	<i>Town Report, Q&amp;As and other documents made available (Annual Town Report 14 days before ATM, Charter § 3-1(f)).</i>
April 17, 2023	<i>All Town Meeting Reports/handouts Are Published and Available to the Public</i>
April 18, 2023	Select Board review and assign town meeting duties/presentations.
April 21, 2023	<i>Combined Election and Warrant posted at least 8 days before ATM (Bylaws § 47-1; MGL c.39 §§ 9A, 10).</i>
May 1, 2023	Annual Town Meeting <i>(First Monday in May, Bylaws § 47-2)</i>

May 15, 2023

Annual Town Election (*3rd Monday in May, Bylaws § 47-2*)

**2023 Annual Town Meeting  
Submitted/Potential/Anticipated Articles**

**Highlighted - Potential Select Board Articles**

Submitted    Recurring Articles

- Acceptance of Town Reports (Sponsor: Select Board)
- Last Fiscal Year Supplemental Appropriations and Transfers (Sponsor: Town Manager)
- Unpaid Bills from Previous Fiscal Years (Sponsor: Town Manager)
- Excess Bond Premium (Sponsor: Town Manager)
- Set the Salary of Elected Officials (Sponsor: Select Board)
- Current Fiscal Year Operating Budget (Sponsor: Town Manager)
- Revolving Fund Spending Limits (Sponsor: Town Manager)
- Chapter 90 Highway Funds (Sponsor: Town Manager)
- Appropriate Receipts to the PEG Access and Cable Related Revolving Fund (Sponsor: Town Manager)
- Transfer To Other Post Employment Benefits Liability Trust Fund (Sponsor: Town Manager)
- Transfer to General Stabilization Fund (Sponsor: Town Manager)
- Transfer to Capital Expense Stabilization Fund (Sponsor: Town Manager)
- Transfer to School Special Education Stabilization Fund (Sponsor: )
- Pay-As-You-Go Capital Expenses (Sponsor: Town Manager)
- Capital Projects, Not Pay-As-You-Go (Sponsors: Various)
- Digital Curriculum Contracts (Sponsor: School Committee)
- Hopkins School Addition (Sponsor: School Committee)
- School Central Office Gift Account funding for Track & Field 3 Project (Sponsor: School Committee)
- Community Preservation Funds (Sponsor: CPC)
- Community Preservation Recommendations (Sponsor: CPC)

Submitted    Non-Recurring Potential Articles (in no particular order)

- General Bylaw Amendment - Short Term Rental (Select Bd.)
- General Bylaw Amendment - Leash Law (Select Bd. voted to submit 12/20/22)

- Zoning Bylaw Amendment - Electric Vehicle Parking Spaces (Planning Bd.)
- Zoning Bylaw Amendment - Rooftop Solar Exemption (Planning Bd.)
- Zoning Bylaw Amendment - Amend Flexible Community Development Bylaw (Planning Bd.)
- Net Zero Resolution (Sustainable Green Committee **Select Bd. may co-sponsor**)
- Accept Gift of Land - Turkey Ridge subdivision open space (Planning Bd.)
- Street Acceptance - Foxhollow Road (submitted by Planning Bd.; Select Bd. may co-sponsor)**
- Street Acceptance - Box Mill Road (Planning Bd. will consider on 1/23; Select Bd. may co-sponsor)**
- Select Canopy Leases, Middle School & High School (Town Manager)
- Drainage Easement, 77 South St. (DPW)
- Easements for Lake Maspenock Dam repairs (DPW)
- Drainage Easement - 20 Downey Place (DPW)
- Drainage Easement - 14 Hazel Road (Engineering)
- PILOT Agreement - Wilson Street Solar Farm/Grasshopper Energy (Select Bd.)**
- TIF Agreement - Altaeros Energies Inc. (Select Bd.)**

# Hopkinton Net Zero Resolution

VERSION: 1/13/2023

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**Title:** Net Zero Resolution

**Sponsor:** Select Board, Sustainable Green Committee, or both (TBD)

**Required recommendations:** None, per Town Counsel

To see if the Town will vote to accept the following Resolution:

WHEREAS, the United Nations Intergovernmental Panel on Climate Change (IPCC) has reiterated its call for ambitious climate action on a global scale to limit warming to within 1.5°C (2.7°F) above pre-industrial temperatures to avoid the worst consequences of climate change, and indicated that such a threshold requires at minimum decreasing carbon pollution by 45% from 2010 levels by 2030 and reaching global net zero carbon emissions by 2050; and

WHEREAS, the goals of the National Climate Task Force include reducing U.S. greenhouse gas emissions 50-52% below 2005 levels by 2030, reaching 100% carbon pollution-free electricity by 2035, and achieving a net zero emissions economy by 2050, and the US Inflation Reduction Act of 2022 makes significant advances toward achieving these goals; and

WHEREAS the Commonwealth of Massachusetts has set a 2050 target date for achieving net zero emissions, and has enacted “An Act driving clean energy and offshore wind” (H.5060) to accelerate fossil fuel independence; and

WHEREAS the residents of Hopkinton have already experienced negative effects of climate change including rising overall temperatures, an increase in extreme weather conditions including flooding and winter storm events, adverse impact on our flora and fauna, an increase in algal blooms in our waterways, an increase in insect-borne illness, and increased exposure to ultraviolet radiation; and

WHEREAS the Town of Hopkinton’s Master Plan (2017) called for a strategic plan or policies “to achieve long term sustainability and efficiency in energy and other fields to improve public health and community resiliency”; and

WHEREAS the Town of Hopkinton was among the first Massachusetts municipalities designated as Green Communities and has already completed numerous sustainability projects through the use of Green Communities funding; and

WHEREAS the Town of Hopkinton enjoys numerous sustainability advantages including relatively few large industries, more new construction, and more green space than many other towns and therefore the Town has a responsibility and capability to establish a somewhat earlier net zero target date than 2050; and

WHEREAS the health and safety of all our residents are affected by rising temperatures and extreme weather emergencies but not on an equal basis, with our seniors, children, fixed income residents, non-native speakers, and disabled residents being among the most vulnerable; and

WHEREAS the welfare of future generations depends upon actions taken now and with a sense of urgency;

BE IT THEREFORE RESOLVED [1] that the Town of Hopkinton commits to a net zero goal of 2045 to eliminate or offset all carbon emissions including municipal, commercial, and residential sources with intermediate milestones of 50% emissions reductions by 2030, and 75% emissions reductions by 2037, relative to 2017 baseline levels.

BE IT FURTHER RESOLVED [2] that the Sustainable Green Committee will present to the Select Board in 2023 a Climate Action Plan, including a Greenhouse Gas Inventory, describing the Town's current status and providing recommendations to reach the Town's net zero targets, and that in drafting the document the Committee will seek community input and prioritize social justice and equity.

BE IT FURTHER RESOLVED [3] that all Town boards, committees, and departments deemed appropriate by the Select Board will present to the Board by year end 2024 their plans to align with the Town's net zero targets.

BE IT FURTHER RESOLVED [4] that the Sustainable Green Committee shall present to the Select Board following each calendar year a report describing progress toward the Town's net zero targets, following the targets and methodology set forth in the Climate Action Plan and Greenhouse Gas Inventory, and including areas such as energy, buildings, transportation, environment, waste, and industry.

BE IT FURTHER RESOLVED [5] that Town boards, committees, and staff shall take the Town's net zero targets into consideration, to the extent allowed by law, when making budget requests or recommendations; making procurement decisions concerning design, construction, purchase, renovation, or maintenance of any municipal property; and conducting municipal operations or directing contracted services.

Pass any vote or take any act relative thereto.

## CHAPTER 164

### Short Term Rental of Residential Property

#### § 164-1 Purpose

The purpose of this Chapter is to establish regulations and a licensing process for administration and enforcement of the short term rental of residential property in the Town of Hopkinton. The regulations and the licensing process are designed to protect the health, safety and welfare of the short term tenants, the property owner, the residents of the surrounding neighborhood and the general public, and to ensure compliance with applicable Massachusetts General Law.

#### § 164-2 Applicability

The rental of residential property to short term paying guests shall be allowed only in properties whose owners have obtained a license from the Select Board in accordance with the requirements of this Bylaw.

#### § 164-3 Definitions

SHORT TERM RENTAL - An owner-occupied, tenant-occupied or non-owner occupied property including, but not limited to, a dwelling unit, single-family dwelling unit, condominium, apartment, multi-family dwelling, or a furnished accommodation that is not a hotel, inn, bed and breakfast establishment, lodging house, continuing care retirement facility/assisted living facility/nursing home facility or similar facility, where: 1) at least one room or unit is rented to an occupant or sub-occupant; and 2) all accommodations are reserved in advance; provided, however, that a private owner-occupied property shall be considered a single unit if leased and rented as such. Short term rentals are rentals of 30 consecutive days or less duration.

#### § 164-4 General Requirements

The following requirements shall apply to all short term rentals:

- A. A short term rental license shall not be issued for any residential property with outstanding violations or noncompliance with the Building Code, Fire Code, and Board of Health regulations.
- B. A short term rental is required to have a manager or responsible party who will respond within 2 hours to any problem or complaint and within 30 minutes in an emergency.
- C. The number of off-street parking spaces on the property shall be sufficient to accommodate all guest occupant vehicles for overnight parking.

- D. Maximum occupancy is limited to two people per bedroom.
- E. No commercial trash receptacle such as a dumpster may be maintained on the property to be used for regular trash disposal. Trash removal shall be by regular residential trash removal services, and shall be collected weekly at a minimum.
- F. Short term rentals shall be subject to inspection by the Board of Health, Fire Department and the Director of Municipal Inspections, to establish compliance with the provisions of this Chapter and the Select Board's adopted regulations, and to determine compliance with license requirements.
- G. A short term rental license does not run with the property, and shall be terminated upon sale or transfer of the property for which the license has been issued, or if the person to whom the license is issued is no longer in control of the property; provided, however, that the Select Board may allow the transfer of a license at its sole discretion.
- H. Short term rental licenses shall not be issued for any dwelling unit which is subject to zoning restrictions that prohibit short term rental use.
- I. Short term rental licenses shall only permit rentals for a minimum of 2 and a maximum of 30 days. Short term rental for less than 2 days is not permitted.
- J. Holders of short term rental licenses shall maintain the structure and property exterior in good condition, including the upkeep of lawns, shrubbery and other landscape features.

#### § 164-5 License

A property owner who wishes to obtain a license for short term rental accommodations shall apply annually for a license from the Select Board. The Select Board shall adopt regulations and an application form and procedures for the licensing process, which may include a fee schedule and a complaint process, in furtherance of the implementation of this Bylaw. All licenses will expire on June 30 of each year.

#### § 164-6 Violations and Penalties

- A. Failure to comply with the requirements of this Bylaw, the Regulations adopted by the Select Board or the conditions of a license issued by the Select Board shall be subject to the following penalties:

First Violation: \$150

Second violation: \$250

Third and subsequent violations: \$350

Each day that such violation continues shall be deemed to be a separate violation and be subject to the above penalty.



- B. If a determination has been made that a short term rental is not in compliance with an issued license, the Select Board may suspend a license until compliance has been achieved, or revoke the license.
- C. Any person or entity maintaining short term rental accommodations without a license shall be punished by a fine of \$500. Each day that such violation continues shall be deemed to be a separate violation and be subject to the penalty.
- D. In lieu of the penalties set forth in this section, violations may be addressed in accordance with the provisions of M.G.L. c. 40, § 21D, and Ch. 1, Art. II, Noncriminal Disposition, of the General Bylaws of the Town of Hopkinton.



The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
**STATE 911 DEPARTMENT**  
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346  
Tel: 508-828-2911 ~ TTY: 508-947-1455  
[www.mass.gov/e911](http://www.mass.gov/e911)



**MAURA T. HEALEY**  
Governor

**TERRENCE M. REIDY**  
Secretary

**KIMBERLEY DRISCOLL**  
Lieutenant Governor

**FRANK POZNIAK**  
Executive Director

Norman Khumalo  
Hopkinton Town Manager  
18 Main Street  
Hopkinton, Massachusetts 01748

January 12, 2023

Dear Town Manager Khumalo:

I had the opportunity to review the recording of the Hopkinton Public Meeting held on January 4, 2023, regarding the Regional Emergency Communications Center (RECC) project your community is considering. First, the State 911 Department would like to applaud the efforts of you and the Hopkinton Select Board in making sure your citizens and current dispatch staff are afforded the opportunity to hear about the project and ask questions. It is important to have these difficult conversations this early in the process to ensure a successful transition if your community decides to move forward in the project.

After watching the recording, I found some information that was discussed during the meeting to be incorrect and wanted to provide you and the Hopkinton Selectboard with the correct data.

1. **Only 25% of Communities in the Commonwealth are part of Regional Centers**

The correct percentage of communities in the Commonwealth that are part of Regional Centers is 48%. 170 communities make up 31 Regional Centers located across the Commonwealth. There are seven communities that are in the process of joining or starting a Regional Center and once they go live, 50% of communities in the Commonwealth will be part of a Regional Center.

2. **Deadline for the Regional PSAP/RECC Development Grant**

The Deadline for the FY2024 Development Grant is **Thursday March 2, 2023, by 5:00pm**. No applications received after this date will be considered. Applicants who submit their grant via the COMMBUYS system can mail their wet signature pages to the Department which is the only item that will be accepted after the deadline. The State 911 Department's Fiscal Division is conducting a workshop on the FY2024 Development Grant on **Thursday January 19, 2023, at 10:30am**. You can email [911Deptgrants@mass.gov](mailto:911Deptgrants@mass.gov) to register for this virtual workshop which will be conducted on Microsoft Teams.

### **3. There is no cost savings to Regionalization**

As outlined in the study conducted by the Collins Center, the Town of Hopkinton has a projected recurring cost savings of \$480,996.63 and a projected non-recurring cost savings of \$461,666.67. This would mean that should Hopkinton move forward in the project and join the RECC, in the first year the Town of Hopkinton is projected to see a savings of \$897,663.30. It is important to note that comparing regionalization projects is not an apples-to-apples comparison. Factors such as when the Regional Center began operation, the size of the Regional Center (how many communities), governance model in use, facility needs, etc. all need to be accounted for and will never be the same for each project. The information obtained by members of the Selectboard on a tour of the Metacomet Regional Emergency Communications Center regarding costs savings in relation to regionalization projects does not equate to your community not seeing costs savings in this project. We are confident your community will see cost savings through the State 911 Department's grant programs should you and the Selectboard decided to continue in the process.

### **4. Communities that had to pay substantial fees to get back their 911 equipment**

It was discussed during the meeting that the City of Beverly had to pay over two million dollars to get their 911 equipment back. This information is incorrect as Beverly never had their 911 equipment removed. The city signed an IMA to join the Essex County Sheriffs Regional Center; however, it later decided not to join the Center. There was litigation over the termination of the IMA and the City settled the case by paying \$220,000 in termination fees, all that had nothing to do with their 911 equipment.

Finally, the State 911 Department appreciates the efforts you and the Selectboard have undertaken. The regionalization process can be very challenging to navigate. However, you and your team have done a tremendous job in keeping your staffs and citizens informed at each step of the way.

Please do not hesitate to reach out to me if you, or the Selectboard have any questions.

Thank you,



Joseph Crean  
Director of Special Projects  
State 911 Department

**Draft – January 19, 2023**

**District Agreement**

**MetroWest Regional Emergency Communications Center District**

This District Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Towns of Grafton, Hopkinton, Southborough, and Westborough, and in accordance with the provisions of Massachusetts General Laws, Chapter 6A, Sections 18P to 18V, inclusive by and between the "Participating Communities" (as defined below). The effective date of the District Agreement (the "Effective Date") shall be the date when all Participating Communities have executed this document.

**PREAMBLE**

In order to establish, operate and maintain a consolidated emergency services communication and dispatch system for the Grafton-Hopkinton-Southborough-Westborough communities and any other community that chooses to join, in accordance with Massachusetts General Laws ("G.L.") c.6A, §§18P-18V, inclusive, the Participating Communities agree to jointly exercise their common powers in the manner set forth in this District Agreement.

**WITNESSETH**

**WHEREAS** the Participating Communities are each empowered by law to staff, maintain, and operate a public safety communications and dispatch facility, which is a proper governmental function and service; and

**WHEREAS** the Participating Communities desire to join together to establish a regional 911 emergency communication district comprised of their communities and any other communities which may in the future be admitted into the district; and

**WHEREAS** the Participating Communities desire to operate and maintain a consolidated regional 911 emergency communication facility in the region and to provide an orderly method for the accomplishment thereof; and

**WHEREAS**, certain Participating Communities have and maintain existing municipal 911 emergency communication facilities that provide high levels of service; and

**WHEREAS**, the Participating Communities have agreed to share the costs, responsibilities, and obligations of constructing, operating, and maintaining a municipal regional 911 emergency communication facility, and

**WHEREAS**, the Participating Communities have agreed that the Town of Westborough shall be reimbursed for the administrative costs of procurement for the District while acting as its Fiduciary; and

**WHEREAS**, the Participating Communities have established this inter-municipal relationship for the purpose of combining their resources to maximize effective emergency and 911 dispatch services, as well as to provide regional interoperability for the public safety agencies from a single primary location, initially to be located in, Massachusetts; and

**WHEREAS**, the Participating Communities are committed to providing and maintaining high levels of service for the emergency and 911 dispatch services to be provided for under this District Agreement; and

**WHEREAS**, the purpose of this District Agreement is to set forth the responsibilities and obligations of the Participating Communities for the creation and operation of a consolidated emergency services communication and dispatch system, and to provide high-quality, high levels of service when operating the same;

**WHEREAS**, the Participating Communities, pursuant to G.L. c.6A, may enter into this District Agreement to perform joint activities or undertakings which the municipalities are authorized by law to perform.

NOW THEREFORE, the Participating Communities, in consideration of the mutual benefits, promises and agreements set forth herein agree to the following:

## **AGREEMENT**

### **1. Purpose**

This District Agreement is intended to set forth the responsibilities and obligations of the Participating Communities for cost-efficient, shared, and effective municipal emergency dispatch and communications services. The purpose of this District Agreement is to provide for the establishment, operation and maintenance of a consolidated regional 911 emergency communication center and other facilities (RECC) by constructing, equipping, staffing, maintaining and operating a facility or facilities, which provide call receiving and dispatching services to the Participating Communities, by providing computers, radios and other equipment for use in the field. The District has been established under G.L. c.6A, which was enacted to empower the operation of the RECC. Such operation shall be undertaken by the Participating Communities and the Participating Communities shall be bound by the obligations set forth herein.

### **2. Name**

The Participating Communities shall operate under the name "MetroWest Regional Emergency Communication Center District", (hereinafter, the MetroWest RECC District). Operating under the District, the services provided, and the center facility will be known as the MetroWest Regional Emergency Communication Center (hereinafter, the MetroWest RECC).

### **3. Term**

The initial term of the District Agreement shall be for a term beginning on the Effective Date and ending on [INSERT]. Thereafter, this District Agreement shall automatically renew for additional terms of ten (10) years each up to twenty-five (25) years, or until terminated by mutual agreement, superseded by legislation and/or a subsequent agreement, or terminated

sooner as set forth below. Notwithstanding the above, this District Agreement shall have no force and effect unless and until each of the Participating Communities have executed this agreement with due authority, as provided for by applicable law and the terms of this District Agreement. At all times, this District Agreement shall be subject to municipal appropriation. This District Agreement shall not be affected by any change in leadership of any party hereto, unless terminated or modified pursuant to the terms of this District Agreement. Withdrawal or termination of a party to this District Agreement shall not, in itself, have the effect of terminating this agreement as to the remaining parties.

#### **4. Governance**

The District shall be governed as set forth below.

- A. Board of Directors A Board of Directors shall be established for the District. The Board of Directors shall have those responsibilities and shall be vested with those powers and liabilities as provided for by G.L. c.6A, §§18P-18V, including but not limited to the oversight of the construction or siting, administration, operation and financing of the RECC and District, subject to the provisions of this District Agreement. Members of the Board of Directors shall serve without compensation, but each member shall be entitled to reimbursement from their actual and necessary expenses incurred for their official duties. Each Participating Community shall have one member appointed to and serving on the Board of Director's: the Town Manager or Administrator of each Participating Community, or that person's designee. Each Participating Community shall have one (1) vote on the Board to act upon matters before the Board of Directors. Votes shall only be cast in accordance with Paragraph 4(H) below. Each Participating Community's representative on the Board of Directors shall report no less than once per quarter to that Participating Community's Select Board concerning the District's operations.
- B. Finance Advisory Subcommittee A Finance Advisory Subcommittee shall be established and shall have those responsibilities and shall be vested with those powers and liabilities as provided for by G.L. c.6A, §18Q. The Finance Advisory Subcommittee shall be comprised of the Chief Financial Officer and Chief Administrative Officer, or that person's designee, in each Participating Community. The Finance Advisory Subcommittee shall approve the District's annual budget as required by G.L. c.6A, §18Q.
- C. Operations Committee An Operations Committee shall be established to provide general oversight of the performance of the District, including operational protocols and procedures and standards for the levels of service to be provided by the District. The Police Chief and Fire Chief for each participating community, or that person's designee, shall serve as their community's respective representatives on the Operations Committee. The Board of Directors will review and approve of all final protocols, procedures, and standards produced by the Operations Committee. The Police Chief and Fire Chief for each Participating Community shall also appoint an alternate representative to serve in the absence of an

Operations Committee member and who shall have the authority to vote in the name and stead of the absent member person.

- D. Executive Director The Board of Directors shall appoint an Executive Director. The Executive Director shall be an employee of the District and the Executive Director's salary and benefits shall be established by the Board of Directors. The Executive Director shall be responsible for the day-to-day operation and maintenance of the District, subject to the specific authority retained herein by the Board of Directors and the general supervisory authority of the Board of Directors. The specific job qualifications, duties and responsibilities of the Executive Director shall be recommended by the Operations Committee and approved by the Board of Directors. The Executive Director shall report to the Board of Directors. The Executive Director shall have responsibility for the effective and orderly operation of the District, including, without limitation, communications equipment and systems, maintenance, operations, protocols, policies and procedures, facilities, personnel, training, billing, and making budget recommendations to the Finance Advisory Subcommittee. The Committee shall coordinate with each of the Participating Communities all local protocol and standard operating procedures required to implement regional dispatch services for each of the Participating Communities and shall ensure compliance with all applicable, local, state and federal protocol, rules, regulations, directives and laws.
- E. Board/Committee Action All actions by the Board of Directors, Operations Committee, or Financial Advisory Subcommittee shall require the presence of a quorum and an affirmative vote of a simple majority of members present (except as is otherwise set forth herein including future financial obligations and the hiring of the Executive Director). A quorum shall be by simple majority of the voting members. A quorum of voting members must be present for a vote of the Board of Directors to be valid and binding upon the Participating Communities.
- F. Designation of Officers The Board of Directors, Operations Committee, and Finance Advisory Committee shall each designate a Chair and Vice Chair, selected by ballot among their respective memberships. The Chair and Vice Chair of each shall rotate among the Participating Communities, with no single Participating Community's representatives holding either position until representatives from all other Participating Communities have so served. The Chair and Vice Chair shall be from different communities. The person serving as Vice Chair shall serve as the Chair in the following year.
- G. Open Meeting Law The Chair shall be responsible for giving proper notification of their respective meetings and the Executive (as required by applicable provisions of the Open Meeting Laws, G.L. c.30A, §§18-25. The Executive Director shall ensure the taking of meeting notes as required by the same. The Chair shall notify all of its respective members, and the Town Clerk of each of the Participating Communities, of all meetings.

- H. Board/Committee Meetings The Board of Directors, Operations Committee, and Finance Advisory Committee shall each conduct regular meetings, holding at least two regular meetings each fiscal year. The first meeting of each fiscal year shall be the Annual Meeting, which shall include the Board of Directors, Operations Committee, and Finance Advisory Subcommittee. The date and hour of any regular meeting shall be scheduled by order of the Chairs of the Board, Committee, and Subcommittee. The Board of Directors, Operations Committee, and Finance Advisory Subcommittee shall provide for additional meetings as may be deemed necessary on a mutually agreed upon date and time. The Board of Directors, Operations Committee, and Finance Advisory Subcommittee may each adopt rules for conducting their respective meetings and other business, as they deem necessary and appropriate. The failure, however, to comply with such rules shall not affect the validity of any action.
- I. Public Records Law All instrumentalities of the District, including but not limited to the Board of Directors, Operations Committee, and Finance Advisory Subcommittee shall comply with the requirements of the Public Records Law, G.L. c.66.

**5. Provision of Services to Other Entities**

The District may provide dispatch or other communication services to other public or private entities, which provide a critical public health or safety service and/or public agencies not a party to this District Agreement, but only upon the written approval of and subject to such terms and conditions as the Board of Directors may establish. Such service may be evidenced by contract, inter-municipal agreement, or other form of written agreement. The District shall establish the amount of charge for the service being provided to other non-member entities. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in providing the services to a particular entity, both annually and for prorated periods thereof, as well as sums as may be needed for future improvements, repairs, upgrades or expansions.

**6. Dispatch Facility**

- A. The initial District facility shall be located in Westborough, Massachusetts. The dispatch facility shall provide suitable and necessary components for a modern dispatch center. All equipment and materials within the facility will be supported and maintained through an annual operational budget. All equipment or materials used as part of the dispatch system will be owned as set forth in the following paragraph. The Board of Directors may specify the addition of other facilities or installation, in addition to this initial District facility.
- B. The Participating Communities agree that the District shall retain the services of a project manager for the creation of the initial District facility and any subsequent facilities. The Executive Director may select the project manager, with approval from the Board of Directors.



- B. The District shall in its own name, by purchase, written lease, or written license, procure an area whereby a tower or other structure for the installation of antenna shall be constructed, and a facility in which the dispatch facility will operate. The District shall procure in its own name all equipment, systems, fixtures, goods, or other personal property, as it may deem necessary or appropriate from time to time. Upon termination or dissolution of the District, all equipment fixtures, goods, or other personal property installed or otherwise used at the facility (other than that which has been constructed or installed and is permanently affixed to the facility premises, or affixed in a manner so that it cannot be removed without defacing or damaging the premises) and which has been procured by or on behalf of the District with funds provided by the Participating Communities shall remain the property of the District. Any such personal property which has been purchased with funds provided by a grant shall, upon proper request, become the property of the granting authority which provided such funds. Upon the dissolution of the District, diligent efforts shall be made to sell the property of the District (excluding property purchased with grant funds) and the proceeds therefrom shall be equitably distributed to the then Participating Communities.
- C. The Operations Committee shall recommend to the Board of Directors what communications equipment is necessary to operate and maintain the dispatch system. In carrying out its responsibilities, the Operations Committee shall be subject to the following standards:
- 1) The dispatch facility shall be intended to provide consolidated regional public safety communications and dispatch services facility to the Participating Communities.
  - 2) All dispatch facility components shall be compatible with each other.
  - 3) All dispatch facility components and the operation and maintenance of the system shall meet all levels of service and standards specified by the Operations Committee. The Board of Directors may consider cost efficiency, including budget constraints, but only insofar as the same do not compromise or interfere with the attainment of the levels of service specified by the Operations Committee.
  - 4) Each of the Participating Communities shall provide and maintain all necessary telephone circuits, radio circuits/frequencies, two-way radios, antennae and any related and/or necessary equipment required for the operation of the dispatch facility and their respective emergency networks. All such telecommunications costs, maintenance costs, and expenses for equipment located within its community shall be the responsibility of each respective community.
- D. The District may engage in any other public service, public safety operation or support mission or role that is authorized by the Executive Director and as

funded through the annual budget approved by the Board of Directors or other funding sources.

**7. Fiscal Year of the District**

The fiscal year for the District shall be July 1<sup>st</sup> to June 30<sup>th</sup> of each year, except if the Effective Date of this District Agreement is other than July 1<sup>st</sup>, in which case, the first fiscal year shall be the short year commencing on the Effective Date and ending the following June 30<sup>th</sup>.

**8. Annual Budget**

The Executive Director, with input from the Operations Committee and the Finance Advisory Subcommittee, shall develop an annual operating budget by mid-November of each year. The annual budget shall set forth all anticipated expenses and revenues for the following fiscal year and contingency funds for unanticipated operating and capital expenses. The annual budget shall include: (1) the operating budget and (2) the capital budget. The budget shall include any planned or future capital expenses and the salaries and benefits for all persons employed by the District, which shall be subject to the budget approval process set forth herein. The useful life of equipment and other assets shall be considered when formulating the annual budget. Any unspent portion of a reserve budget shall be carried forward to the next fiscal year in addition to the reserve allocation for each such fiscal year. The total budget, upon which the assessment against each of the Participating Communities is based, may be reduced by revenue from entities not a party hereto, by unexpected or unencumbered funds available at the end of each fiscal year prior to the year for which the budget is applicable, or by other revenues available to the District. The annual operating budget shall require approval by both the Board of Directors and the Finance Advisory Subcommittee. All financial obligations of the Participating Communities shall at all times be subject to annual municipal appropriation, including, but not limited to the Participating Communities' indemnification obligations under Paragraph [insert] below. Notwithstanding the above, in the event that a Participating Community does not pay the District its allocated share of the expenses of the District in any year, such community's membership in the District shall be subject to termination, which may be made in accordance with the provisions of Paragraph [insert].

**9. Apportionment of District Costs**

The Board of Directors shall apportion the amounts determined and approved for each annual operating budget, including the amounts required to pay any debt and interest accrued by the District, among the Participating Communities. Each Participating Community shall be charged according to an equal ratio based upon population (50%) and 911 calls (50%) received. Each Participating Community agrees to assume a proportional share of all costs and expenses for equipment, facilities, (including maintenance thereof), personnel and operations of the District and to promptly remit payment upon proper request. The amounts apportioned shall be certified by the District Treasurer (to be defined below) to the Chief Executive Officers, Board of Assessors and Treasurers in each municipality no later than February 1st each year. Payments of assessments are automatically due and payable each year without further notice as follows:

July 1st: 25% of total assessment

October 1st: 25% of total assessment  
January 1st: 25% of total assessment  
April 1st: 25% of total assessment

Each Participating Community agrees to provide in its annual budget an appropriation to be available in an amount adequate for that party's assessment for the same fiscal year. If any participating community fails to include any apportioned amount so certified in its appropriations for the fiscal year, the Board of Assessors shall raise the amount in the tax levy of that year under G.L. c.59, §23.

#### **10. Emergency Expenditures**

If emergency expenditures are necessary, within the determination of the Board of Directors, to maintain system integrity in excess of the amount budgeted, the District is authorized to incur the same amount, first from the reserve fund and second from any other available funds. Any debt incurred by the District shall not be subject to the limit of indebtedness prescribed in Section 10, Chapter 44 per section 18R (g) of Chapter 500 of the Acts of 2014. The District may incur debt for a term not exceeding 25 years to acquire land, buildings and equipment to construct or site and maintain a regional 911 emergency communication center, provided, however, that written notice of the amount of debt and of the general purposes for which it would be authorized shall first be given by the district board to the finance advisory subcommittee for approval, which shall require a majority vote. The Finance Advisory Subcommittee shall vote on the proposed debt within 14 days of receiving notice. If the Finance Advisory Subcommittee approves the debt, the debt may be authorized by the Board of Directors and written notice of the amount of debt and its general purposes shall be given to the Select Boards of each Participating Community not later than 7 days after the date on which the debt was authorized by the district board. No debt shall be incurred until the expiration of 60 days from the date the debt was authorized by the district board. If, prior to the expiration period, Select Board of any Participating Community votes to disapprove of the amount authorized by the Board of Directors, the debt shall not be incurred.

#### **11. Appointment of Secretary and Treasurer**

The Board of Directors shall appoint a Secretary and Treasurer (who may be the same person), who may be a treasurer of one of the Participating Communities in the District. The Treasurer, subject to the direction and approval of the Board of Directors, shall be authorized to receive, invest, and disburse all funds of the District without further appropriation. The Treasurer shall give bond for the faithful performance of Treasurer's duties in a form and amount as fixed by the Board of Directors. The Treasurer shall be entitled to charge the District reasonable fees and collect its reasonable expenses for its services, as approved by the Board of Directors. The Treasurer shall be subject to G.L. c.41, §§ 35, 52, and 109A. The Treasurer shall issue financial statements to all Participating Communities and to the Finance Advisory Committee quarterly and annually. These statements shall also be provided to the Finance Advisory Committee. There shall be an audit of the books and records of the District performed by an independent third-party certified public accountant following the end of each fiscal year. Copies of the audit shall be provided to the Chairs of each Participating Communities' Select Board, the Finance Advisory Committee, the State Auditor, the State

911 Department and the Division of Local Services of the Executive Office for Administration and Finance. In addition, the Board of Directors shall have the right, upon sixty (60) days advance written notice, to audit or otherwise examine the books and records of the District to verify the accuracy of the financial statements. The costs of performing any audit shall be an expense of the District. The Board of Directors shall be entitled to request and receive copies of the information described above upon reasonable notice. The Treasurer shall ensure that the accounting system for the District includes the following:

- General ledger;
- Accounts payable-invoice processing and payments as directed by the Executive Director;
- Accounts receivable-invoice and cash receipt processing as directed by the Executive Director;
- Payroll processing and associated human resources services;
- Bank account maintenance and reconciliations;
- Billing the District for administrative support provided by the designated Treasurer's Participating Community;
- Financial statement preparation, as required;
- Audit preparation, as required;
- Preparation of year-end 1099' s and W-2s; and
- Grant management and administration functions, as required and appropriate.

## **10. Procurement**

All goods and services procured by the District shall be procured pursuant to applicable procurement laws, rules, or regulations.

## **11. Withdrawal**

A Participating Community may elect to withdraw its membership in the District by providing written notice to the Chairs of the Board of Directors and Select Boards of all other Participating Communities. Said written notice shall specify the date on which such withdrawal is intended to take effect. In no event shall any withdrawal be effective less than five (5) calendar years from the date such notice is sent, unless an earlier withdrawal date is approved by a majority vote of both the Board of Directors and each other Participating Community's Select Board.

Notwithstanding the date specified in a written notice, no withdrawal or termination shall take effect earlier than thirty (30) days following the payment of all obligations incurred by the withdrawing or terminating Community. No Participating Community shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of withdrawal or termination, including without limitation, any fees, costs, or expenses attributable to this District Agreement. Following receipt of notice of withdrawal or termination, the remaining Participating Communities shall address the impacts caused by the withdrawal or termination, including by soliciting other municipalities to join the District or

reducing the District's expenses. All parties to this District Agreement agree that the dispatch system is configured and expenditures are committed based upon the understanding that all parties will remain members of the District at least until the end of the current term and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty. In the event that the District shall be comprised of less than two Participating Communities, the District shall be dissolved pursuant to the applicable law.

## **12. Defaults and Termination**

If any party to this District Agreement defaults on payment of any assessment or otherwise breaches this District Agreement, the Executive Director, subject to approval by those representatives to the Board of Directors who are those from the breaching party, shall notify the breaching party in writing stating therein the nature of the alleged default or breach and directing such party to cure such default or breach within a reasonable time period and in no event longer than sixty (60) days. If such party in default or breach fails to cure said default or breach within sixty (60) days, that party shall be subject to termination as a party to this District Agreement upon the vote of a super-majority of the Board of Directors representing those Participating Communities not in default. The party in default or breach shall not be entitled to vote on its own termination or be counted in determining a majority in interest. A terminated party shall remain liable for any defaulted payment and late charges accruing through the end of the current fiscal year.

## **13. District Personnel**

- A. The Executive Director and all other District personnel shall be employees of the District. The District shall employ supervisory and operations staff, as approved in each annual budget. Salaries and benefits of all such personnel shall be approved by the Board of Directors.
- B. Preference in hiring shall be extended to those persons previously employed by the 911 dispatch centers in any of the Participating Communities such that preference shall be given to such a qualified prior employee over other qualified applicants.
- C. The aggregate staffing level of the District and RECC may be set at a number of employees that is no less than cumulative total of those persons employed by the Participating Communities existing 911 dispatch centers as of the Effective Date of this District Agreement.
- D. The Participating Communities will provide a complete roster of its Dispatch/Communications employees.
- E. The Participating Communities shall use best efforts and will work cooperatively to assist each other in placement services for current public safety employees who may not become employees of the District.
- F. The costs associated with any unemployment of public safety employees in any Participating Community that results from the creation of the District will be shared equally by the Participating Communities.

## **14. District Personnel Retirement Plans**

Eligible employees of the District shall be entitled to participate in the Commonwealth of Massachusetts' retirement system established G.L. c.32. Administration of the District's employees' retirement plans shall be administered by the Worcester Regional Retirement System.

#### **15. Severability Compliance with Applicable Law**

Should any part, term, portion or provision of this District Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The parties further intend for this District Agreement to be modified to comply with any applicable local, state, or federal law, should it be determined not to be complying and to remain binding between them as so modified. In particular but without limiting the generality of the foregoing, the parties intend for this District Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The parties will remain bound hereunder subject to such modified terms.

#### **16. Indemnification**

Each of the Participating Communities shall indemnify, defend and hold harmless each other and their successors and assigns, and all of their officers, directors, lenders, agents, contractors, volunteers, and employees (collectively the "Indemnitees") from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, negligent acts, errors, omissions, or allegations thereof, of their employees, agents, volunteers, or representatives in the performance of the terms of this District Agreement, to the extent allowed by law.

By entering into this District Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This District Agreement is by and between the parties which have executed it and each state that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person or entity. This District Agreement is not intended to confer third party beneficiary status on any person. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

#### **17. Performance Bond**

In accordance with the provisions of G.L. c.40, §4A, the District shall provide a nominal bond in the amount of one dollar (\$1.00) for the performance of its duties and obligations under this District Agreement.

### **GENERAL PROVISIONS**

**18. No Effect on Preexisting Relationships**

This District Agreement shall not affect any pre-existing, independent relationship(s), or obligations between the parties on any other subject or between the parties and any other third party or parties, including without limitation, "mutual aid" agreements.

**19. Force Majeure**

If and to the extent that a party is directly prevented from performing an obligation under this District Agreement by an event of force majeure, that party shall be excused from performing that obligation and shall not be liable in damages or otherwise for the time period that the force majeure event directly prevents such performance, and the parties may also negotiate in good faith with respect to appropriate modifications to the provisions of this District Agreement. The term "force majeure" shall mean only the supervening causes described here, each of which is beyond the reasonable control of the affected party: fire, earthquake, floods, explosion, war, terrorism, riots, mob violence, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, epidemic or pandemic, or any other cause similar to the foregoing, and shall explicitly exclude changed market conditions

**20. Notices**

All correspondence or other notice related to this District Agreement shall be in writing and delivered to each Participating Community to the address and contact person provided from time to time by each Participating Community and to each Participating Community's Town Clerk. Unless specified otherwise in this District Agreement, notice shall be effective on the date sent to the Town Clerk. Each party hereto authorizes the other to rely in connection with their respective rights and obligations under the District Agreement upon approval by the party so designated or any person designated in substitution or addition hereto by notice, in writing, to the party so relying.

**21. Amendments**

Amendments to this District Agreement shall require a super majority vote of the members of the Board of Directors. All amendments shall be in writing and shall be executed by the Chief Administrative Officer of each Participating Community. The addition of any other community as a participating member of the District shall require an amendment to the District Agreement.

**22. Execution in Counterparts**

This District Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**23. Binding Effect**

This District Agreement shall be binding upon and shall inure to the benefit of each party. Each Participating Community's obligations and under this District Agreement shall not be assigned or transferred without a supermajority vote of the Board of Directors.

**24. Governing Law**

This District Agreement's validity, interpretation, construction, performance, and enforcement shall be governed by Massachusetts law, without regard to Massachusetts' choice-of-law or conflicts-of-law principles or rules. Any claim or action arising under or relating to this Agreement may be brought only in Middlesex County Superior Court, and the parties hereby agree that venue is proper, and shall be proper, only in that forum.

**26. Relationship of Parties**

None of the provisions of this District Agreement is intended to create any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this District Agreement. The parties are not, and shall not be construed to be, in a relationship of joint venture partnership or employer-employee.

**27. Waiver**

No delay or failure to require performance of any provisions of this District Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing.

**28. Entire Agreement**

This District Agreement represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

***[Remainder of page intentionally blank]***



**IN WITNESS WHEREOF**, the Towns have hereto intending to be legally bound have caused their duly authorized representatives to set their hands and seals on the set forth below.

TOWN OF HOPKINTON

TOWN OF GRAFTON

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

TOWN OF  
WESTBOROUGH

TOWN OF SOUTHBOROUGH

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

**To:** Select Board

**From:** Norman Khumalo 

**Date:** January 20, 2023

**Ref:** Staff Report - Select Board January 24, 2023 Meeting

1. *Main Street Corridor Project:* David Daltorio (Town Engineer/Facilities Director) and Michelle Murdock provided the update (See Attachment 1).
2. *Per- and Polyfluoroalkyl Substances (PFAS) treatment project:* *Per- and Polyfluoroalkyl Substances (PFAS) treatment project:* The last four months of PFAS test results are:
  - a. September 2022 = 25.0 Parts Per Trillion (PPT)
  - b. October 2022 = 27.2 PPT
  - c. November 2022 = 30.4 PPT
  - d. December 2022 = 31.7 PPT

The Massachusetts Department of Environmental Protection's approved the permits for the filtration plant and we are now moving into the procurement phase for construction. The public notification for the fourth quarter triggered by the December 2022 readings will go out next week.

3. *Massachusetts Water Resources Authority (MWRA) Southborough Interconnection project:*

Per the Select Board's directive, representatives from Southborough and Hopkinton will commence negotiating an Inter-Municipal Agreement for this project. Previously I shared with the Select Board's Southborough's principles for these negotiations, including:

- Direct Costs To Be Covered By Hopkinton: all costs will be borne by Hopkinton - establishment costs, management, legal, design, design review, construction, supplies and operation/maintenance, electricity.
- Compensation For Impacts: Southville and Parkerville Road sites, intersections and a "sole access" road; reconstruction of the Oak Hill standpipe; and neighborhood impacts.
- Construction Cost Coverage: On-site and off-site, design and construction of water facilities; all roadway improvements are subject to review and approval by Southborough and will entail complete road resurfacing.
- Reimbursed by Hopkinton: Operations and maintenance; supply only to design maximum - any need for more water will require new agreement; direct costs, depreciation, lost water, pump inefficiency factor; indirect costs; storage maintenance amortization; system maintenance.
- Other Compensatory Cost: \$1 million for unrelated water improvement projects - such as amelioration of impacts on Oak Hill neighborhood, landscaping, etc.

4. *Executive Session Minutes Release:*

- a. 3/10/20 - Topics: Police Chief, Covid-19 State of Emergency
- b. 4/28/20 - Topics: Police Chief, Town Manager, Non-union employees

- c. 6/22/20 - Topic: Town Manager
- d. 9/15/20 - Topic: Ober & Robertson v Planning Board
- e. 9/29/20 - Topics: Ober & Robertson v Con. Comm., Ober & Robertson v Planning Board, (redact 25 & 35 Main St.)
- f. 10/20/22 Topics: Liberty Mutual Property/71 Frankland Rd., Main St. Corridor Project, (redact 25 & 35 Main St.)
- g. 12/1/20 - Topics: Liberty Mutual Property/71 Frankland Rd., 26.2 Foundation Lease, (redact 0 Hayden Rowe/Metrowest Holdings & Mezitt property)
- h. 12/15/20 - Topics: Liberty Mutual Property/71 Frankland Rd., Dunbar Property, 26.2 Foundation Lease
- i. 1/5/21 - Topic: Dunbar Property

Attachment 1

TO: Select Board

FROM: Michelle Murdock, Dave Daltorio *Michelle Murdock*  
VIA: Norman Khumalo, Town Manager *NK*  
DATE: January 18, 2023  
SUBJ: Select Board Update: Main Street Corridor Project Date: January 24, 2023

MassDOT's Original Completion Date for the Project is October 22, 2023. That date was set at the award of the contract. As of the most recent schedule, submitted by A.F. Amorello on November 8, 2022, the project is still on schedule for completion by that date.

Phase 1 and 2 of Main Street Reconstruction has been completed. This work focused on the area from West Main Street to the Fire Station and the 135/85 intersection. This work included the full-depth excavation of these sections of Main Street and the installation of two of the three final paving courses. The final course of pavement will be installed at the end of the project.

Phase 3 of Main Street Reconstruction, from the 85/135 intersection to Ash Street, will be started after the 2023 Boston Marathon.

Phase 1 and 2 of the Main Street reconstruction have been completed. This work focused on the area from West Main to the Fire Station and the 135/85 intersection and included the full-depth excavation of these sections of Main Street and the installation of 2 of the 3 final paving courses.

A.F. Amorello & Sons, Inc. finished work for the season on Thursday, December 22.

Winterization of the project is complete, including asphalt for driveways, sidewalks and wheelchair ramps. A base coat of asphalt has been placed for the shared-use path which will be plowed and used by all users during the winter. The Town is looking into the possibility of adding signs to advise residents that the path is open for use for walking and biking.

Traffic signals at the Wood Street and the 135/85 intersection have been completed. MassDOT will continue to coordinate with Eversource for utility work throughout the winter.

The guard rail at CVS has been installed by Premier Fence.

The Town, MassDOT and A.F. Amorello are currently discussing locations other than Marathon Way for storing materials and equipment over the winter. When another location is identified, the public will notice everything being moved, or has been moved.

The snow dump has been cleared.

**To Date Construction Cost and Quantities through 9/24/22**

<b>Paid By</b>	<b>Contract Bid Total (incl. contingencies)</b>	<b>As of Sept, 24, 2022</b>	<b>Percent Completed</b>
<b>MassDOT/TIP</b>	\$9,919,513.90	\$5,535,689	56%
<b>Paid By Town</b>	\$10,014,173.48	\$6,578,583	66%
<b>Total Cost</b>	\$19,933,687.38	\$12,114,272.90	61%

**Work Completed - rounded (does not include every bid item)**

	<b>As of 12/18/2021</b>	<b>As of 9/24/2022</b>	<b>Percent Complete</b>
Catch Basins	80	82	100%
Drain Manholes	40	40	100%
Reinforced Concrete Pipe	5,100 ft	5,100 ft	100%
Ductile Iron Pipe	727 ft	727 ft	100%
Hot Mix Asphalt (all types)	2,750 tons	10,268 tons	71%
Gravel (all types)	2,456 cy	9,873 cy	51%
Rock Excavation	1,037 cy	1,037 cy	Est. 100%
Grading and Compaction	n/a	18,000 sy	47%
Granite Curbing	n/a	3,0147 lf	30%
Underground Conduit	2,012 ft	11,459 ft	42%
Utility Vaults Installed	12	18	1. 100%

Excavation (all types)	968 cy	13,326 cy	56%
Concrete Sidewalk	n/a	565 sy	6%

**Community Contact (1-6-23 thru 1-18-23)**

- A total of 2 issues/concerns from the general public and project abutters were received, reviewed and researched, and an email response was sent to the individual(s) who reported an issue or asked a question. Issues reported/questions asked included:
  1. Email from resident to ask when the overhead wires will be undergrounded and the utility poles will be removed.
  2. Email from property owner on Grove Street to ask about curbing in front of her home; the property was a vacant lot during design and did not include a curb.

**Miscellaneous**

- The Project website will continue to be updated throughout the Project. Visit the website to sign up for Project Updates. A QR Code has been developed for quick access.
- Project photos and drone coverage of the 135/85 reconstruction have been added to the website <https://hopkintonmainstreet.com/construction-photos.htm>

SELECT BOARD LIAISON LIST FY 2023	Select Board Members					Norman	Elaine
	Amy	Mary Jo	Irfan	Muriel	Shahidul		
<b>FINANCE</b>							
Appropriation Committee					X	X	
Board of Assessors		X					
Town Manager's Budget Advisory Team					X		
Capital Improvement Committee						X	
Cable Advisory Committee						X	
<b>PUBLIC SAFETY</b>							
Animal Control							X
Fire Department	X						
Police Department	X						
<b>PERMITTING</b>							
Board of Appeals				X			
Conservation Commission			X				
Planning Board				X			
Board of Health					X		
Permanent Building Committee			X				
<b>EDUCATION</b>							
School Committee					X		
Regional Voc. Tech School Committee				X			
<b>PUBLIC SERVICES</b>							
Cemetery Commission		X					
Commission on Disability	X						
<b>HUMAN SERVICES</b>							
Town Clerk's Office						X	
Personnel Committee						X	
Council on Aging				X			
MetroWest Veterans Service District					X	X	
ADA Oversight Committee	X						
Veterans Celebration Committee				X			
Tax Relief Committee		X					

SELECT BOARD LIAISON LIST FY 2023	Select Board Members					Norman	Elaine
	Amy	Mary Jo	Irfan	Muriel	Shahidul		
<b>CULTURAL/RECREATIONAL</b>							
Hopkinton Cultural Council			X				
Marathon Committee		X					
Marathon Fund Committee					X		
Public Library					X		
Parks & Recreation Commission					X		
Youth Commission				X			
Community Preservation Committee				X			
<b>HISTORIC PRESERVATION</b>							
Woodville Historic District Commission	X						
Hopkinton Historic District Commission	X						
Historical Commission		X					
<b>OTHER</b>							
Sustainable Green Committee		X					
Trail Coordination and Management Committee				X			
Commissioners of Trust Funds						X	
Lake Maspenock Dam Advisory Group						X	
Fruit Street						X	
Hopkinton Schools Athletic Field Subcommittee			X				
Boston Athletic Association			X				
<b>APPOINTED BOARD/COMMITTEE MEMBERSHIPS</b>							
Elementary School Building Committee (Life of the Project)					X		
Irvine-Todaro Properties Advisory Group (Life of the Project)			X				
Pratt Farm Master Plan Team (Life of the Project)		X					
Upper Charles Trail Committee (3-year term expiring 6/30/25)			X				
Open Space Preservation Commission (5-year term expiring 6/30/26)			X				
Affordable Housing Trust Fund Board (2-year term expiring 6/30/24)			X				
Metropolitan Area Planning Council Representative, Select Board member (Town Manager Appointment)	X						X
MetroWest Regional Transit Authority (1-year term)		X					



	Select Board Members							
<b>SELECT BOARD LIAISON LIST FY 2023</b>	Amy	Mary Jo	Irfan	Muriel	Shahidul	Norman	Elaine	
<b>Number of X's:</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>2</b>	

## Pending Select Board Member Future Agenda Items

December 21, 2022

Items are listed in the order they were identified. Items identified and already discussed at meetings are not included on this list.

1. Social Justice issues - Nasrullah (8/4/20)
2. Master Plan action plan/implementation plan items for Select Board - Ritterbusch (12/1/20)  
(12/15/20)
3. Examination into municipal cable - Nasrullah (9/7/21)
4. The role of the Select Board in the trails/Upper Charles Trail process and what are the next steps for the Board - Kramer (1/25/22)
5. Consider support for Senate and House bills regarding a temporary moratorium on construction of new jails and prisons in Massachusetts - Kramer (1/25/22)
6. Affordable housing updates - Mannan (5/17/22)
7. Economic Development position - Mannan (5/17/22)
8. West Main St. left turns, Cumberland Farms area - Kramer (5/17/22, 10/18/22)
9. Cemetery Commission Rate Changes - Ritterbusch (6/21/22)
10. Parks & Rec. future plans - Mannan (7/12/22)
11. Status and plans for roads & sidewalks; pavement management plan - Mannan (8/2/22)
12. Board & Committee appointments - fostering volunteerism, outreach, and appreciation - Kramer (9/13/22)
13. Discuss ways to keep seniors in their homes - LaFreniere (10/18/22)
14. Policy on redaction of public survey comments - Ritterbusch (11/1/22)
15. Communications plan for the MWRA connection project - Kramer (11/15/22)
16. Ways to support boards/committees & their Chairs, including reviewing committee Charge, and asking how things are going - Kramer (12/6/22)
17. Discuss volunteer appreciation - Kramer (12/20/22)



Elaine Lazarus &lt;elainel@hopkintonma.gov&gt;

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## School Budget - Special Education Cut proposal

1 message

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**Jamie Wronka** <jamie.l.hinman@gmail.com>  
To: selectboard@hopkintonma.gov

Wed, Jan 11, 2023 at 10:40 AM

Dear Select Board Members,

Below I have copied an email I sent to the school committee this morning, I am referencing Dr Cavanaugh's presentation from 1/5 specifically where she cited the American Journal of Occupational Therapy article (one of many) that I sent to the committee. She misrepresented what the article's purpose and statement was regarding occupational therapy practitioners in school systems. I spent over an hour in a meeting with her, providing her information on the role of OT in school and special education. She has not responded to any of those articles or information I provided - but she blatantly misunderstood this article, and described it during the listening session on Sunday night, stating a parent expert provided it to her. (Again without understanding the article). Please do not hesitate to contact me with any questions about the role of occupational therapy as a member of the special education team. This cut proposal is small to the budget but would carry enormous ramifications to the support our students need to simply access the curriculum, which is mandated to be provided. State regulations DESE points to regarding occupational therapist roles in public schools in massachusetts may be found here: <https://mafot.wildapricot.org/resources/Documents/56519%20MAOT%20Guidelines2.pdf> . Page 21-29, page 32-33, page 36/37, page 40.

**\*\*Original email sent to the school committee and Dr Cavanaugh directly below\*\***

During the January 5th School Committee Meeting, Dr Cavanaugh's budget proposal referenced an article I had provided to the entire committee. I am writing today to clarify the article's intent and purpose - as it was misrepresented during the budget presentation.

The article (Caseload and Workload: Current Trends in School-Based Practice Across the United States Francine M. Seruya, Mindy Garfinkel. AJOT 2020) was a voluntary survey of OTs practicing in school settings from around the country. Respondents were 479 OTs and 44 OT Assistants (who are not licensed to perform evaluations or consultations, they provide treatment only) - only 371 participants fully completed the survey. The authors compare two different models of measuring productivity, "caseload" vs. "workload", summarizing the survey data as "indicat[ing] that therapists want to move their practice to a workload model but cited lack of administrative support, time, procedural knowledge, and decreased advocacy skills as barriers to implementation." Caseload is quantified by number of IEP students a therapist is providing services to (whether described by frequency "30x2" or as a raw data point "1 student"). Workload is defined by all job responsibilities the therapist performs - including but not limited to direct student service, documentation, evaluations, writing reports, IEP meetings, staff consultations, family consults, travel between sites, material development, student observations, team meetings, staff education, behavioral supports, scheduling, screenings, and professional development.

Dr Cavanaugh misapplied the article during the budget presentation (Slide: OT FY24 Budget Changes). In one case, the figure labeled Table 1 was used as a comparison to Hopkinton OT caseload numbers, stating our numbers are "good" based on this comparison. This is a misapplication of the figure. Its intent was to be explicatory for interpreting the survey data. Using

the data to draw comparison to any individual school system isn't a valid use given the size of the survey and that it doesn't differentiate between OTs and OTAs, considering the significant difference in job responsibilities. The authors call out that, given the size and nature of the survey, it is intended to be neither statistically representative of school based practice nor prescriptive, but exploratory for future research and discussion - identifying avenues to support best practice directions for practitioners.

Dr Cavanaugh continued in her presentation to state that our OTs should be providing push in services, stating that is what this article stated. As an OT, I acknowledge that service provision in real life environments, least restrictive environments, is the ideal setting. The surveyed respondents in—and references cited for—this article concur. A focus of the article, and main takeaway, is that a caseload based approach used within these budget discussions to track use of therapist time, makes push in services more difficult. The article further emphasizes that while most respondents want to move to a push in model, they cite difficulties due to high case load numbers, travel between schools, and lack of administrative support. These same barriers were reported in public comments at an earlier meeting by Hopkinton Public School PT Rachel Kramer Kerls.

This article used by Dr Cavanaugh in the budget presentation - recommending cutting OT FTE by .4 - was misrepresented. While the article discussed that OT best practice would be to utilize push in services - occupational therapists surveyed and research cited by this article agree - the main point of the article was missed. Caseload based productivity measurements do not recognize the full workload of the therapist and make push in services difficult to accomplish. Changing practice model requires holistic collaboration between therapists, the special education department, classroom teachers, and administration to ensure there is an adequate workload based metric that encompasses the time and work involved. Therapists reported they do not have the flexibility or administration support to make this desired shift in treatment models. The article echos this dilemma when summarizing its conclusion: "There seems to be a disconnect between intent (e.g., service delivery in natural settings, expanding the scope of practice) and current practice trends. Practitioners need support to advocate for and implement alternative service delivery models and to incorporate a workload approach to meet the diverse needs of students in educational settings."

I would be happy to speak with anyone further about this topic. Thank you for your time.

Sincerely,  
Jamie Wronka  
[Jamie.L.Hinman@gmail.com](mailto:Jamie.L.Hinman@gmail.com)  
603-969-3722

Seruya, F. M., & Garfinkel, M. (2020). Caseload and workload: Current trends in school-based practice across the United States. *American Journal of Occupational Therapy*, 74, 7405205090. <https://doi.org/10.5014/ajot.2020.039818>