



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1100 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING**

February 16, 2016  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**ANNOUNCEMENTS**

**1. SCHEDULE**

- a) [David Muradian- Budget Update](#)
- b) [Scanlon Audit](#)
- c) [One Grafton Common Update \(Including Boulevard\) – Andy Deschenes](#)
- d) [Pole Petition – Discovery Drive](#)

**2. APPOINTMENTS**

**Board of Selectmen**

- a) [Council on Aging – Nina Whiting](#)

**3. RESIGNATIONS**

**4. NEW BUSINESS**

- a) [Vote to Approve Grafton Grill – Liquor License](#)
- b) [Vote to Approve Grafton Grill – Common Victualler](#)
- c) [Vote to Approve Grafton Inn – Transfer of Liquor License & Pledge of Stock](#)
- d) [Vote to Sign Scanlon Contract](#)
- e) [Vote to Sign – Cable Oversight Committee - Memorandum of Understanding](#)

f) [Vote to Sign Fin & Feather Sports Contract for Winter and Spring Session](#)

**5. SELECTMEN REPORTS / TA REPORTS**

**6. CORRESPONDENCE**

**7. DISCUSSION**

a) [Jim Gallagher – Traffic Concerns](#)

b) [2017 Budget](#)

c) [CPC Update](#)

d) [Schedule Joint Meeting with Planning Board - Dates: March 8<sup>th</sup> or March 14<sup>th</sup>](#)

**8. MEETING MINUTES**

[2/2/2016](#)

**EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

**ADJOURN**

Representative David Muradian will provide an update on the budget.

The Scanlon Audit will be presented.

Andy Deschenes will provide an update on One Grafton Common including the Boulevard.

If the Board is in agreement, the Board will vote to approve the pole petition for National Grid – Discovery Drive.



**OFFICE OF THE  
TOWN ADMINISTRATOR**

30 Providence Road  
Grafton, MA 01519  
(508) 839-5335

Town Administrator: *Timothy P. McInerney*  
mcinerneyt@grafton-ma.gov  
www.grafton-ma.gov

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January 29, 2016

**LEGAL NOTICE**

The Board of Selectmen will hold a public hearing on the request of Massachusetts Electric Company (NGRID) to locate poles, wires, cables, and fixtures, including the necessary anchors, guys, and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

**Discovery Drive:**

National Grid to install 1 SO Pole and relocate 1 JO Pole beginning at a point approximately 15 feet east of the centerline of the intersection of Route 30. National Grid to install 2-5" conduit from MHO to riser P64-50. ~37'. National Grid to install 2-5" conduit from the existing conduit at the end of the pavement to the new riser P1. ~21'.

1 SO pole to be placed  
1 JO Pole to be relocated  
Conduit to be placed

The public hearing will take place in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, February 16<sup>th</sup>, 2016 at their meeting beginning at 7:00 p.m.

The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

**GRAFTON BOARD OF SELECTMEN**

Publish Grafton News  
February 4, 2016

Questions contact – Ron Allen 508-860-6130

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

North Andover, Massachusetts

To the Board of Selectmen  
Of Grafton, Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Discovery Drive - National Grid to install 1 SO Pole and relocate 1 JO Pole beginning at a point approximately 15 feet East of the centerline of the intersection of Route 30. National Grid to install 2-5" Conduit from MHO to riser P64-50. ~37'. National Grid to install 2-5" Conduit from existing conduit at end of pavement to new riser P1. ~21'.  
Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Discovery Drive - Grafton - Massachusetts

No. 14541903 October 13, 2015

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

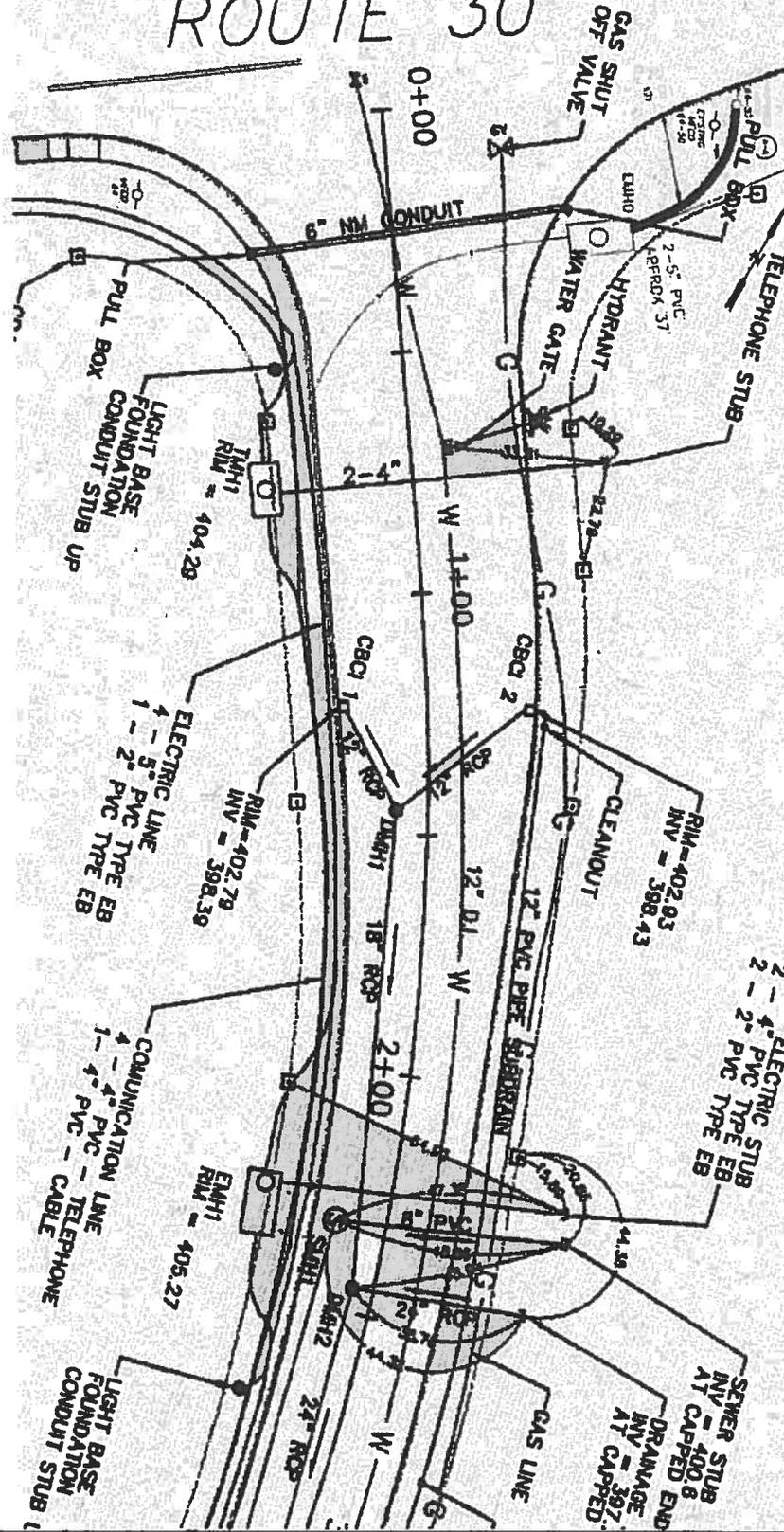
Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID  
BY Patricia Paron / Pat Cody  
Engineering Department

VERIZON NEW ENGLAND, INC.  
BY [Signature]  
Manager / Right of Way



# ROUTE 30



3000 LTR 3000' / 102' 5" (VERTICAL) CON. ON. MICHIGAN STATE CTRC 1000 LTR 1000' / 102' 5" (VERTICAL) CON. ON. MICHIGAN STATE CTRC	
1000 LTR 1000' / 102' 5" (VERTICAL) CON. ON. MICHIGAN STATE CTRC	1000 LTR 1000' / 102' 5" (VERTICAL) CON. ON. MICHIGAN STATE CTRC





Questions contact – Ron Allen 508-860-6130

**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

To the Board of Selectmen - Grafton, Massachusetts

Notice having been given and public hearing held, as provided by law,

**IT IS HEREBY ORDERED:**

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 13th day of October 2015

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Discovery Drive - Grafton - Massachusetts.

No. 14541903 Dated January 29, 2016. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

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

Discovery Drive - National Grid to install 1 SO Pole and relocate 1 JO Pole beginning at a point approximately 15 feet East of the centerline of the intersection of Route 30. National Grid to install 2-5" Conduit from MHO to riser P64-50. ~37'. National Grid to install 2-5" Conduit from existing conduit at end of pavement to new riser P1. ~21'

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

I hereby certify that the foregoing order was adopted at a meeting of the  
of the City/Town of \_\_\_\_\_, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 .

Massachusetts  
City/Town Clerk.  
20

Received and entered in the records of location orders of the City/Town of  
Book \_\_\_\_\_ Page \_\_\_\_\_

Attest:  
City/Town Clerk

I hereby certify that on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ o'clock, M  
at \_\_\_\_\_ a public hearing was held on the petition of  
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and  
that we mailed at least seven days before said hearing a written notice of the time and place of said  
hearing to each of the owners of real estate (as determined by the last preceding assessment for  
taxation) along the ways or parts of ways upon which the Company is permitted to erect  
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....  
.....  
.....  
.....

Board or Council of Town or City, Massachusetts

**CERTIFICATE**

I hereby certify that the foregoing is a true copy of the location order and certificate of  
hearing with notice adopted by the \_\_\_\_\_ of the City of  
Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and recorded with the  
records of location orders of the said City, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy  
is made under the provisions of Chapter 166 of General Laws and any additions thereto or  
amendments thereof.

Attest:  
City/Town Clerk

Questions contact – Ron Allen 508-860-6130

**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

To the Board of Selectmen - Grafton, Massachusetts

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IT IS HEREBY ORDERED:

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No. 14541903 Dated January 29, 2016. Filed with this order

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

I hereby certify that the foregoing order was adopted at a meeting of the  
of the City/Town of \_\_\_\_\_, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Massachusetts

City/Town Clerk.

20

Received and entered in the records of location orders of the City/Town of

Book

Page

Attest:  
City/Town Clerk

I hereby certify that on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ o'clock, M  
at \_\_\_\_\_ a public hearing was held on the petition of  
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....  
.....  
.....  
.....

Board or Council of Town or City, Massachusetts

**CERTIFICATE**

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the \_\_\_\_\_ of the City of \_\_\_\_\_ Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and recorded with the records of location orders of the said City, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:  
City/Town Clerk

If the Board is in agreement, the Board will vote to appoint Ms. Nina Whiting to the Council on Aging Board.

Nina Whiting  
19 Hingham Road  
PO Box 536  
North Grafton, MA 01536-0536

January 21, 2016

Office of the Board of Selectmen and Council on Aging  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

To Whom It May Concern,

As a long-time resident of Grafton and current senior, I would appreciate the opportunity to serve on the Council on Aging Board.

Since turning 60 I have been fortunate to spend numerous hours at the Grafton Senior Center, participating in the various programs and activities, and for the past two years, being able to serve as co-leader of the Senior Center's Craft Group. But, more importantly, I have had the pleasure of meeting many of the other seniors who come to the center to socialize, share stories and ideas, exercise, discuss books, play games, sing, craft, put together puzzles, and just have fun. And, I have listened to them talk about what is important to them, and how much the Senior Center means to them.

Prior to retiring, I held office manager and correspondence specialist positions, following a long career in graphic design and publishing. Though they were very different work environments, the one consistent was the importance of working together to facilitate programs and improvements that benefited all.

I would appreciate the appointment to the Council on Aging Board. I look forward to serving as an active member for the benefit of all seniors. Thank you for your consideration.

Sincerely,



Nina Whiting

If the Board is in agreement, the Board will vote to approve a Liquor License for Grafton Grill.



**OFFICE OF THE BOARD OF SELECTMEN**

30 Providence Road  
Grafton, MA 01519  
(508) 839-5335  
BOSGroup@grafton-ma.gov  
www.grafton-ma.gov

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*Craig Dauphinais, Chairman  
Jennifer Thomas, Vice Chair  
Bruce Spinney, II, Clerk  
Brook Padgett  
Dennis Flynn*

**LEGAL NOTICE**

**BOARD OF SELECTMEN**

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Lori Belfiore, 33 South Street, Grafton, MA 01519 d/b/a The Grafton Grill, 10 Bridge Street, Grafton, MA 01536 for a Restaurant, All Alcoholic License.

Premise to be licensed is located at 10 Bridge Street, N. Grafton, MA 01536. The establishment is a one story building; an open floor plan with tables and small bar area, a small basement for storage, two bathrooms, a kitchen and an office. There are three exits/entrances, one in the rear and two in the front of the building. The building is 2,424 square feet with occupancy of 94 and seating capacity of 82.

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, February 16, 2016 at 7:00 p.m.

**Grafton Board of Selectmen**

**Craig Dauphinais, Chairman  
Jennifer Thomas, Vice Chair  
Bruce Spinney, III, Clerk  
Brook Padgett  
Dennis Flynn**

Published January 28, 2016  
Grafton News  
Town Bulletin Board

*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
*239 Causeway Street*  
*Boston, MA 02114*  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

Lori Belfiore

ADDRESS

33 South Street

CITY/TOWN

Grafton

STATE

MA

ZIP CODE

01519

**TRANSACTION TYPE (Please check all relevant transactions):**

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit       | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License        |
| <input type="checkbox"/> Change Corporate Name           | <input type="checkbox"/> Issuance of Stock              | <input type="checkbox"/> New Stockholder      | <input type="checkbox"/> Transfer of Stock          |
| <input type="checkbox"/> Change of License Type          | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock      | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location              | <input type="checkbox"/> More than (3) \$15             | <input type="checkbox"/> Pledge of License    | <input type="checkbox"/> 6-Day to 7-Day License     |
| <input type="checkbox"/> Change of Manager               | <input checked="" type="checkbox"/> New License         | <input type="checkbox"/> Seasonal to Annual   |   |
| <input type="checkbox"/> Other                           | <input type="text"/>                                    |   |   |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
P. O. BOX 3396  
BOSTON, MA 02241-3396**

# APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Grafton

## 1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) :

C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises:

City/Town:

State:

Zip:

F. Business Phone:

G. Cell Phone:

H. Email:

I. Website:

J. Mailing address (if different from E.):

City/Town:

State:

Zip:

## 2. TRANSACTION:

- New License     New Officer/Director     Transfer of Stock     Issuance of Stock     Pledge of Stock  
 Transfer of License     New Stockholder     Management/Operating Agreement     Pledge of License

### The following transactions must be processed as new licenses:

- Seasonal to Annual     (6) Day to (7)-Day License     Wine & Malt to All Alcohol

**IMPORTANT ATTACHMENTS (1):** The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

## 3. TYPE OF LICENSE:

- \$12 Restaurant     \$12 Hotel     \$12 Club     \$12 Veterans Club     \$12 Continuing Care Retirement Community  
 \$12 General On-Premises     \$12 Tavern (No Sundays)     \$15 Package Store

## 4. LICENSE CATEGORY:

- All Alcoholic Beverages     Wines & Malt Beverages     Wines     Malt  
 Wine & Malt Beverages with Cordials/Liqueurs Permit

## 5. LICENSE CLASS:

- Annual     Seasonal

**6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)**

NAME:

ADDRESS:

CITY/TOWN:  STATE:  ZIP CODE:

CONTACT PHONE NUMBER:  FAX NUMBER:

EMAIL:

**7. DESCRIPTION OF PREMISES:**

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

Total Square Footage:  Number of Entrances:  Number of Exits:

Occupancy Number:  Seating Capacity:

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**8. OCCUPANCY OF PREMISES:**

By what right does the applicant have possession and/or legal occupancy of the premises?

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises. Other:

Landlord is a(n):  Other:

Name:  Phone:

Address:  City/Town:  State:  Zip:

Initial Lease Term: Beginning Date  Ending Date

Renewal Term:  Options/Extensions at:  Years Each

Rent:  Per Year Rent:  Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales? Yes  No

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.



**12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated

**13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:**

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes  No  If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

**14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**

**A.) For Individual(s):**

- 1. Are you a U.S. Citizen? Yes  No
- 2. Are you a Massachusetts Residents? Yes  No

**B.) For Corporation(s) and LLC(s) :**

- 1. Are all Directors/LLC Managers U.S. Citizens? Yes  No
- 2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes  No
- 3. Is the License Manager a U.S. Citizen? Yes  No

**C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**

**A.) For Individual(s):**

- 1. Are you a U.S. Citizen? Yes  No

**B.) For Corporation(s) and LLC(s) :**

- 1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes  No
- 2. Is the License Manager or Principal Representative a U.S. Citizen? Yes  No

**C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**16. COSTS ASSOCIATED WITH LICENSE TRANSACTION.**

A. Purchase Price for Real Property:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

**G: TOTAL COST**

**H. TOTAL CASH**

**I. TOTAL AMOUNT FINANCED**

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

**17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):**

funds are held in retirement savings accounts.

\*If additional space is needed, please use last page.

**18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:**

A.

Name	Dollar Amount	Type of Financing

\*If additional space is needed, please use last page.

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes  No

If yes, please describe:

**19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)**

A.) Is the applicant seeking approval to pledge the license?  Yes  No

1. If yes, to whom:

2. Amount of Loan:  3. Interest Rate:  4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock?  Yes  No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory?  Yes  No

If yes, to whom:

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

**20. CONSTRUCTION OF PREMISES:**

Are the premises being remodeled, redecorated or constructed in any way?\_If YES, please provide a description of the work being performed on the premises:  Yes  No

Working with local architect and town on structural (roof) rebuild, front exterior cosmetic (atrium replacement with winddows), and interior updates to bar, bathroom relocation and kitchen renovations.

**21. ANTICIPATED OPENING DATE:**

**IF ALL OF THE INFORMATION AND  
ATTACHMENTS ARE NOT COMPLETE  
THE APPLICATION WILL BE  
RETURNED**

**APPLICANT'S STATEMENT**

I, Lori Belfiore the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of Grafton Grill, LLC, hereby submit this application for ALCOHOLIC BEVERAGES LICENSE  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: Lori L Belfiore

Date: 1/5/2016

Title: owner

The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

### MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

#### 1. LICENSEE INFORMATION:

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip Code:

ABCC License Number:  (If existing licensee) Phone Number of Premise:

#### 2. MANAGER INFORMATION:

A. Name:  B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

#### 3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes  No  B. Date of Naturalization:  C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

#### 4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes  No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes  No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes  No

If yes, please describe:

D. List your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature  Date

*Lori L Belfiore*

*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**PERSONAL INFORMATION FORM**

Each individual listed in Section 10 of this application must complete this form.

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee <input type="text" value="Grafton Grill, LLC"/>	B. Business Name (dba) <input type="text"/>
C. Address <input type="text" value="10 Bridge Street"/>	D. ABCC License Number (If existing licensee) <input type="text"/>
E. City/Town <input type="text" value="North Grafton"/>	State <input type="text" value="MA"/> Zip Code <input type="text" value="01519"/>
F. Phone Number of Premise <input type="text" value="508-208-5984"/>	G. EIN of License <input type="text" value="REDACTED"/>

**2. PERSONAL INFORMATION:**

A. Individual Name <input type="text" value="Lori L Belfiore"/>	B. Home Phone Number <input type="text" value="508-839-9349"/>
C. Address <input type="text" value="33 South Street"/>	
D. City/Town <input type="text" value="Grafton"/>	State <input type="text" value="MA"/> Zip Code <input type="text" value="01519"/>
E. Social Security Number <input type="text" value="REDACTED"/>	F. Date of Birth <input type="text" value="01/06/1970"/>
G. Place of Employment <input type="text" value="Stay at home mom"/>	

**3. BACKGROUND INFORMATION:**

Have you ever been convicted of a state, federal or military crime? Yes  No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license (i.e. percentage ownership).

50% owner

*\*If additional space is needed, please use the last page*

*I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:*

Signature  Date

...



**Alcoholic Beverages Control Commission**  
**239 Causeway Street, First Floor**  
**Boston, MA 02114**

**STEVEN GROSSMAN**  
**TREASURER AND RECEIVER GENERAL**

**KIM S. GAINSBORO, ESQ.**  
**CHAIRMAN**

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

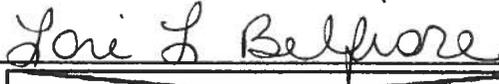
**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	<input type="text"/>	CITY/TOWN:	<input type="text"/>
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**APPLICANT INFORMATION**

LAST NAME:	<input type="text" value="Belfiore"/>	FIRST NAME:	<input type="text" value="Lori"/>	MIDDLE NAME:	<input type="text" value="L"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text" value="Lombardo"/>	PLACE OF BIRTH:	<input type="text" value="Poughkeepsie"/>		
DATE OF BIRTH:	<input type="text" value="01/06/1970"/>	SSN:	<input type="text" value="077602282"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	<input type="text" value="Lombardo"/>	DRIVER'S LICENSE #:	<input type="text" value="REDACTED"/>	STATE LIC. ISSUED:	<input type="text" value="Massachusetts"/>
GENDER:	<input type="text" value="FEMALE"/>	HEIGHT:	<input type="text" value="5"/> <input type="text" value="4"/>	WEIGHT:	<input type="text" value="120"/>
EYE COLOR:	<input type="text" value="Brown"/>				
CURRENT ADDRESS:	<input type="text" value="33 South Street"/>				
CITY/TOWN:	<input type="text" value="Grafton"/>	STATE:	<input type="text" value="MA"/>	ZIP:	<input type="text" value="01519"/>
FORMER ADDRESS:	<input type="text" value="242 West Newton Street"/>				
CITY/TOWN:	<input type="text" value="Boston"/>	STATE:	<input type="text" value="MA"/>	ZIP:	<input type="text" value="02116"/>

**PRINT AND SIGN**

PRINTED NAME:	<input type="text" value="Lori L Belfiore"/>	APPLICANT/EMPLOYEE SIGNATURE:	
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**NOTARY INFORMATION**

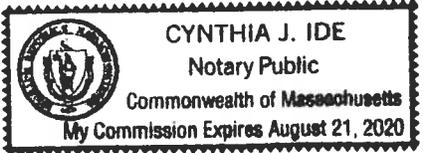
On this  before me, the undersigned notary public, personally appeared  (name of document signer), proved to me through satisfactory evidence of identification, which were  to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

  
 NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	<input type="text"/>
<small>SIGNATURE OF CORP-AUTHORIZED EMPLOYEE</small>	

The DCJL Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJL. Certified agencies are required to provide all applicants the opportunity to include this



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**PERSONAL INFORMATION FORM**

Each individual listed in Section 10 of this application must complete this form.

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee  B. Business Name (dba)   
C. Address  D. ABCC License Number (If existing licensee)   
E. City/Town  State  Zip Code   
F. Phone Number of Premise  G. EIN of License

**2. PERSONAL INFORMATION:**

A. Individual Name  B. Home Phone Number   
C. Address   
D. City/Town  State  Zip Code   
E. Social Security Number  F. Date of Birth   
G. Place of Employment

**3. BACKGROUND INFORMATION:**

Have you ever been convicted of a state, federal or military crime? Yes  No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license (i.e. percentage ownership).

\*If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature  Date   
Title  (If Corporation/LLC Representative)



**Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114**

**STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL**

**CORI REQUEST FORM**

**KIM S. GAINSBORO, ESQ.  
CHAIRMAN**

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	<input type="text"/>	CITY/TOWN:	<input type="text"/>
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**APPLICANT INFORMATION**

LAST NAME:	<input type="text" value="Belfiore"/>	FIRST NAME:	<input type="text" value="Steven"/>	MIDDLE NAME:	<input type="text" value="Joseph"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	<input type="text" value="Hoboken, NJ"/>		
DATE OF BIRTH:	<input type="text"/>	SSN:	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	<input type="text"/>	DRIVER'S LICENSE #:	<input type="text"/>	STATE LIC. ISSUED:	<input type="text" value="Massachusetts"/>
GENDER:	<input type="text" value="MALE"/>	HEIGHT:	<input type="text" value="5"/> <input type="text" value="9"/>	WEIGHT:	<input type="text" value="195"/>
EYE COLOR:	<input type="text" value="blue"/>				
CURRENT ADDRESS:	<input type="text" value="33 South street"/>				
CITY/TOWN:	<input type="text" value="Grafton"/>	STATE:	<input type="text" value="ma"/>	ZIP:	<input type="text" value="01519"/>
FORMER ADDRESS:	<input type="text" value="242 West Newton Street"/>				
CITY/TOWN:	<input type="text" value="Boston"/>	STATE:	<input type="text" value="MA"/>	ZIP:	<input type="text" value="02116"/>

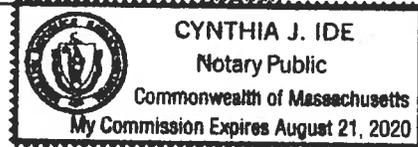
**PRINT AND SIGN**

PRINTED NAME:	<input type="text" value="Steven J Belfiore"/>	APPLICANT/EMPLOYEE SIGNATURE:	
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**NOTARY INFORMATION**

On this  before me, the undersigned notary public, personally appeared  (name of document signer), proved to me through satisfactory evidence of identification, which were  to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	<input type="text"/>
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

**This application will be returned if the following documentation is not submitted:**

- Retail Transmittal Form
- \$200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
- Newspaper Notice
- Abutter Notification
- Retail Application with:
  - Vote of Corporate Board or LLC
  - Manager's Form
  - Proof of Citizenship for proposed manager (Passport, US birth certificate, Naturalization papers, Voter Registration)
  - Personal Information Form for all individuals with beneficial interests in the license and proposed license manager
  - CORI Release Form
  - Articles of Organization for Corporation or LLC
  - All financial records, loan agreements and/or documents, for source(s) of money who are funding more than \$50,000 towards this license transaction
  - Floor Plan
  - Signed lease or documents proving a legal right to occupy premises

## **ATTACHMENTS.**

### **Application Attachments**

**IMPORTANT ATTACHMENTS (1):** The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

**IMPORTANT ATTACHMENTS (2):** The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**IMPORTANT ATTACHMENTS (3):** The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

#### **IMPORTANT ATTACHMENTS (4):**

A. All individuals or entities listed below are required to complete a Personal Information Form (additional copies found here: [http://www.mass.gov/abcc/pdf/forms/retail/reta\\_personalinfoform.pdf](http://www.mass.gov/abcc/pdf/forms/retail/reta_personalinfoform.pdf))

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (additional copies found here: <http://www.mass.gov/abcc/pdf/coriform.pdf>)

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

### **Additional Attachments**

**IMPORTANT ATTACHMENTS :** ARTICLES OF ORGANIZATION FROM THE SECRETARY OF THE COMMONWEALTH

**IMPORTANT ATTACHMENTS :** PROOF OF CITIZENSHIP FOR THE MANAGER OF RECORD (US Passport, US Birth Certificate, US Voter Registration, Naturalization Papers).

### **Additional Attachments From Local Licensing Authority**

**IMPORTANT ATTACHMENTS :** FORM 43

**IMPORTANT ATTACHMENTS :** ABUTTER NOTIFICATION

**IMPORTANT ATTACHMENTS :** NEWSPAPER NOTICE



TOWN CLERK

**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD  
GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext. 195  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

January 7, 2016

**CERTIFICATE OF RESIDENCY**

To Whom It May Concern:

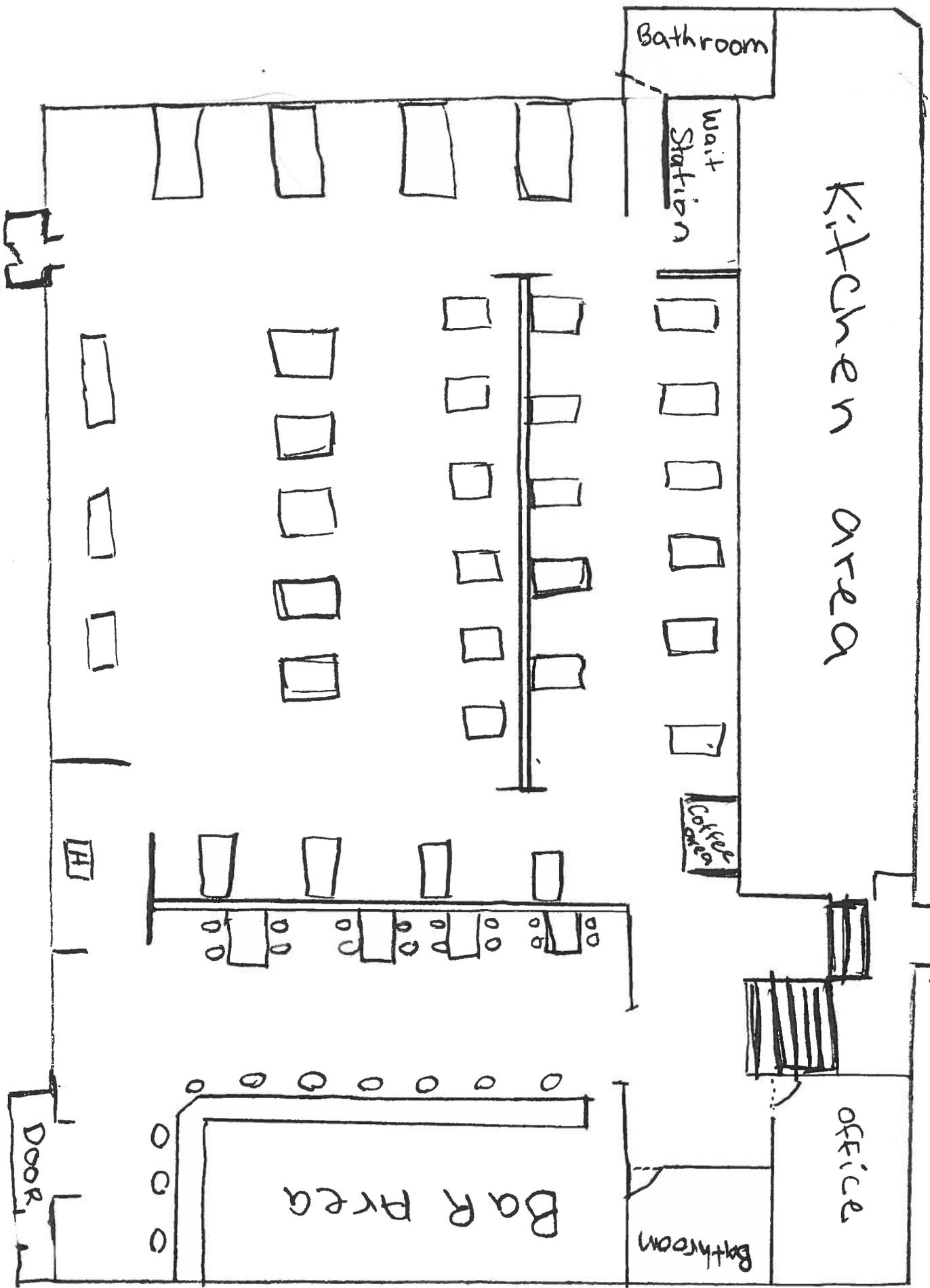
According to the 2016 census records of the Town of Grafton, Massachusetts, U.S.A., Lori Belfiore is a registered voter and resident of the town of Grafton, residing at 33 South Street, Grafton, MA 01519.

A true copy,  
Attest:

*Donna M. Girouard*

Donna M. Girouard, Town Clerk  
Grafton, MA, USA

Grafton Grill, LLC  
10 Bridge Street  
N. Grafton, MA 01536





## EIN Assistant

Your Progress:

1. Identity ✓

2. Authenticate ✓

3. Addresses ✓

4. Details ✓

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: [REDACTED]

Legal Name: **GRAFTON GRILL LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

**We strongly recommend you print this page for your records.**

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

Hel



**D**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company  
Certificate of Organization  
(General Laws Chapter 156C, Section 12)**

Federal Identification No.: \_\_\_\_\_

- (1) The exact name of the limited liability company:

**Grafton Grill, LLC**

- (2) The street address of the office in the commonwealth at which its records will be maintained:

**33 South Street  
Grafton, MA 01536**

- (3) The general character of the business:

The general character of the Company is to engage in the business of operating a restaurant and to engage in any activities directly or indirectly related or incidental thereto and in any lawful activity for which a limited liability company may be organized under the laws of the Commonwealth of Massachusetts.

- (4) Latest date of dissolution, if specified: \_\_\_\_\_

- (5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
Lori Belfiore	33 South Street Grafton, MA 01536

- (6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
------	---------

(7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME	ADDRESS
Lori Belfiore	33 South Street Grafton, MA 01536
Steven Belfiore	33 South Street Grafton, MA 01536

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
Lori Belfiore	33 South Street Grafton, MA 01536
Steven Belfiore	33 South Street Grafton, MA 01536

(9) Additional matters:

X Signed by (by at least one authorized signatory): Steven Belfiore

Consent of resident agent:

X I Lori L Belfiore  
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12

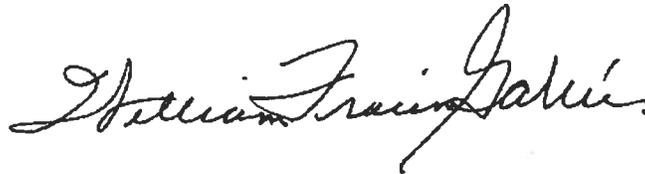
\*or attach resident agent's consent hereto.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

November 20, 2015 02:01 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

From: **Lori Belfiore** loristeve@verizon.net  
Subject: Clerk's Certificate of Vote  
Date: January 8, 2016 at 11:47 AM  
To:

Grafton Grill, LLC  
10 Bridge Street  
North Grafton, MA 011536

Grafton Grill, LLC

Clerk's Certificate of Vote

The undersigned, being the duly appointed and acting Clerk of Grafton Grill, LLC hereby certifies that the following votes were recorded at a joint meeting of the Directors and Shareholders of said Corporation, namely, Steven Joseph Belfiore and Lori L Belfiore, held on January 8, 2016.

VOTED: to appoint Lori L Belfiore as the manager, subject to the approval of the Grafton Board of Selectmen and the Alcoholic Beverages Control Commission (ABCC);

Voted: to empower Lori L Belfiore, President of the Corporation to execute on behalf of the Corporation any and all documents necessary to carry out the transactions authorized by these votes.

January 11, 2016

A TRUE COPY ATTEST:

  
Steven Joseph Belfiore  
CLERK

  
Lori L Belfiore  
DIRECTOR & SHAREHOLDER

  
Steven Joseph Belfiore  
DIRECTOR & SHAREHOLDER

**B. Type of Loan**

Conv. Unins.

6. File Number:  
6975-0001

7. Loan Number:

8. Mortgage Ins. Case No.:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.a.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: 10-12 Bridge Street, LLC  
Lori Bellflore, Person Authorized, 33 South Street, Grafton, MA  
01519

E. Name and Address of Seller: WPB Holdings,  
LLC  
John J. Marshall, Manager, 1597 Falmouth Road,  
Suite 3, Centerville, MA 02832

F. Name and Address of Lender:  
Cash

G. Property Location:  
10-12 Bridge Street  
Grafton, MA 01536

H. Settlement Agent:  
Cunningham, Machanic, Ceflin, Johnson, Hamey & Tenney  
LLP 508-651-7524  
Place of Settlement:  
220 North Main Street, Natick, MA 01760

I. Settlement Date:  
November 18, 2015  
Disbursement Date:  
November 18, 2015

Tin #: 04-3283823

Natick Middlesex

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower (line 1400)		403.	
104. Payoff 1.		404.	
105. Payoff 2.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/Town taxes 10/16/2015 to 12/31/2015		406. City/Town taxes 10/16/2015 to 12/31/2015	
107. County Taxes 10/16/2015 to 12/31/2015		407. County Taxes 10/16/2015 to 12/31/2015	
108. Assessments to		408. Assessments to	
109.		409.	
110. Final Water/Sewer - POC		410. Final Water/Sewer - POC	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		420. Gross Amount Due to Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement Charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1.	
205.		505. Payoff 2.	
206.		506. Deposit Held to Marty Green Properties/Commission	
207.		507. Sellers Atty fees to Fletcher Titton	
208.		508. RE Taxes due 11/2 plus interest to Town of Grafton (10 Bridge)	
209.		509. RE Taxes due 11/2 plus interest to Town of Grafton (12 Bridge)	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less Amount paid by/for borrower (line 220)		602. Less amount paid by/for seller (line 520)	
303. CASH FROM BORROWER:		603. CASH TO SELLER:	

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained in Blocks E,G,H and I and on line 401 (or if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service.

If you are required to file a return, a negligence penalty or other sanction will be imposed on you, if this item is required to be reported and the IRS determines that it has not been reported.  
SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2110, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 8252 And/or Schedule D (Form 1040). You are required by law to provide (see Box H) with your correct taxpayer identification number. If you do not provide [see box H] with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law, and under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Seller's Signature 

		Borrowers Funds at Settlement	Sellers Funds at Settlement
701.	\$12,500.00 to Marly Green Properties		
702.	to		
703.	Commission paid at Settlement		
704.	Deposit Held by Marly Green Properties (FOCS\$15,000.00)		\$0.00
804.	Balance Payable in Connection With Loan		
801.	Our origination charge	\$0.00 (from GFE #1)	
802.	Your credit or charge (points) for the specific interest rate chosen	\$0.00 (from GFE #2)	
803.	Your adjusted origination charges	(from GFE #1)	
804.	Appraisal Fee to	(from GFE #3)	
805.	Credit Report to	(from GFE #3)	
806.	Tax Service to	(from GFE #3)	
807.	Flood Certification Fee to	(from GFE #3)	
808.	to	(from GFE #3)	
809.	to	(from GFE #3)	
810.	to	(from GFE #3)	
811.	to	(from GFE #3)	
812.	to	(from GFE #3)	
813.	to	(from GFE #3)	
814.	to	(from GFE #3)	
815.	to	(from GFE #3)	
900.	Items Required By Lender To Be Paid In Advance		
901.	Daily Interest Charges from to @ 0.00/Day 0 Days	(from GFE #10)	
902.	Mortgage Insurance premium for months to	(from GFE #3)	
903.	Homeowners Insurance years to	(from GFE #11)	
904.	Flood Insurance years to	(from GFE # 3)	
905.	to	POC (B*) \$0.00 (from GFE # 6)	
906.	Reserves Deposited With Lender	POC (B*) \$0.00	
1001.	Initial deposit for your escrow account	(from GFE # 9)	\$0.00
1002.	Homeowner's Insurance months @ per month		
1003.	Mortgage Insurance months @ per month		
1004.	Property taxes months @ per month		
1005.	months @		
1006.	months @		
1007.	Aggregate Adjustment		
1100.	Title Charges		
1101.	Title Services and lender's title insurance	(from GFE #4)	\$0.00
1102.	Settlement or closing fee to Cunningham, Mechanic, Collin, Johnson, Harney & Tenney, LLP	\$0.00	\$0.00
1103.	Owner's title insurance to Cunningham Mechanic/Old Republic National Title Insurance Company Endorsement: \$0.00	(from GFE #5)	
1104.	Lender's title insurance to Cunningham Mechanic/Old Republic National Title Insurance Company Endorsement: \$0.00	\$0.00	
1105.	Lender's title policy limit \$0.00		
1106.	Owner's title policy limit \$260,000.00		
1107.	Agent's portion of the total title insurance premium to Cunningham Mechanic	\$038.75	
1108.	Underwriter's portion of the total title insurance premium to Old Republic National Title Insurance Company	\$273.75	
1109.	Full Title, Run-down & Record to Jean Plants, Inc.	GFE#	
1110.	to	GFE#	
1200.	Government Recording and Transfer Charges		
1201.	Government recording charges:	(from GFE #7)	
1202.	Deed \$126.00; Mortgage ; Release		
1203.	Transfer fees	(from GFE #8)	
1204.	City/County tax/stamps Deed ; Mortgage	\$0.00	
1205.	State tax/stamps Deed \$1,140.00; Mortgage	\$1,140.00	
1206.	Record Municipal Lien Certificates (2) to Commonwealth of Massachusetts	GFE# \$130.00	
1300.	Additional Settlement Charges		
1301.	Required services that you can shop for	(from GFE #6)	
1302.	Record Confirmatory Deed to Commonwealth of Massachusetts		
1303.	Record Certificate of Good Standing WPB Holdings, LLC to Commonwealth of Massachusetts		
1304.	Plot Plan to Northern Associates		
1305.	Wire Fee to MSB/CMC/HAT, LLP		
1306.	Overnight Courier to FedEx/CMC/HAT, LLP		
1307.	Buyer Rep. and Closing Fee to CMC/HAT, LLP		
1400.	Total Settlement Charges (refer to lines 100, Section J and 502 Section K)		

POC (B\*) means paid outside of closing by borrower. POC (S\*) means paid outside of closing by seller.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers: Lori S. Bellora  
Lori Bellora, Person Authorized

Sellers: John J. Marshall, Manager

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Diana A. Collin, Esq.

Date: November 16, 2015



**TOWN OF GRAFTON**  
 GRAFTON MEMORIAL MUNICIPAL CENTER  
 30 PROVIDENCE ROAD  
 GRAFTON, MASSACHUSETTS 01519  
 (508) 839-5335 ext 1165 • FAX (508) 839-4602  
 www.grafton-ma.gov

**RECEIVED**

JAN - 8 2016

BOARD OF ASSESSORS

GRAFTON  
 ASSESSORS

**Request for Abutters List**

Date of Request: January 7 2016 Date List Needed: January 14, 2016

Requested by: Cindy Ide Phone: 508-839-5335 x 1125

Name of Property Owner: Lori Belfiore 33 South Street, Grafton, MA 01519

Street Address of Property: 10 Bridge Street, N. Grafton MA 01536

Map: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

**REASON FOR LIST:**

Hearing before the Zoning Board of Appeals Yes \_\_\_\_\_ No ✓  
 Hearing before the Planning Board Yes \_\_\_\_\_ No ✓  
 Hearing before the Conservation Commission Yes \_\_\_\_\_ No ✓

Other: Board of Selectmen Public Hearing

**REASON FOR HEARING - (please check)**

Variance \_\_\_\_\_ Scenic Road \_\_\_\_\_ Title 5 \_\_\_\_\_ Special Permit \_\_\_\_\_ Subdivision \_\_\_\_\_

Other: Liquor License Application

**RADIUS FOR ABUTTERS - (please check one)**

Immediate \_\_\_\_\_ 300 Feet ✓ Upon, along, across or under: \_\_\_\_\_

**LABELS**

Two Sets of Labels will be provided if needed: Yes \_\_\_\_\_ No ✓  
 (Planning Board requires 2 sets of Labels)

**Office Use Only**

Date List Prepared: 1/19/16 Address Labels Prepared: 1/19/16

Fee Charged: \$ 0 Amt. Paid: \_\_\_\_\_ \$ Date: \_\_\_\_\_

Check: # \_\_\_\_\_ Cash: \$ \_\_\_\_\_ Money Order: \$ \_\_\_\_\_

1/19/2016

10 Bridge Street

*Tammy Kalinowski*  
Tammy Kalinowski, Office Manager

PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS	CITY	ST	ZIP	BK	PG
110/027.0-0000-0001.0	5 NORTH MAIN STREET	HOUSTON CARLOS	PETRUZZELLI NICHOLE	5 NORTH MAIN STREET	N GRAFTON	MA	01536	39989	11
110/027.0-0000-0002.0	11 NORTH MAIN STREET	KAVANAUGH MICHAEL D		12 SECOND STREET	N GRAFTON	MA	01536	14889	24
110/027.0-0000-0003.0	9 BRIDGE STREET	REMMES THOMAS P	REMMES CAITLYN J	9 BRIDGE STREET	N GRAFTON	MA	01536	51901	8
110/027.0-0000-0004.0	162 WORCESTER STREET	REILLY JOHN T SR		162 WORCESTER STREET	N GRAFTON	MA	01536	45735	5
110/027.0-0000-0005.0	166 WORCESTER STREET	THEJEFFREYHIGGINS LLC		PO BOX 805	NORTHBORO	MA	01532	43975	7
110/027.0-0000-0006.0	168 WORCESTER STREET	WALSH GLORIA		33 SMITH ROAD	SHREWSBURY	MA	01545	5912	2
110/027.0-0000-0016.0	19 MILL STREET	WASHINGTON MILLS NORTH GRAF		PO BOX 428	N GRAFTON	MA	01536	42204	34
110/027.0-0000-0017.0	16 BRIDGE STREET	RAMOS JONATHAN	RAMOS AMY	16 BRIDGE STREET	N GRAFTON	MA	01536	22345	26
110/027.0-0000-0019.0	12 BRIDGE STREET	10-12 BRIDGE STREET LLC		33 SOUTH STREET	GRAFTON	MA	01536	54578	4
110/027.0-0000-0020.0	10 BRIDGE STREET	10-12 BRIDGE STREET LLC		33 SOUTH STREET	GRAFTON	MA	01536	54578	4
110/027.0-0000-0021.0	15 NORTH MAIN STREET	HARTLEY RICHARD A		15 NORTH MAIN STREET	N GRAFTON	MA	01536	21397	21
110/027.0-0000-0022.0	21 NORTH MAIN STREET	QUINSIGAMOND CORP		PO BOX 428	N GRAFTON	MA	01536	6171	3
110/027.0-0000-0023.0	2 MILL STREET	GRAFTON TOWN OF	NORTH GRAFTON FIRE STATION	30 PROVIDENCE ROAD	GRAFTON	MA	01519	2589	55
110/027.0-0000-0024.0	4 PARK COURT	LOUREIRO ROBIN M		P.O. BOX 96	HOPEDALE	MA	01747	53899	6
110/027.0-0000-0025.0	13 MILL STREET	BENSON DREW H	BENSON IMOGENE L	13 MILL STREET	N GRAFTON	MA	01536	23501	21
110/027.0-0000-0026.0	2 PARK COURT	LOUREIRO ROBIN M		P.O. BOX 96	HOPEDALE	MA	01747	53899	6
110/027.0-0000-0027.0	11 MILL STREET	ROZANSKI ELIZABETH	FADAVI NICOLE M	11 MILL STREET	N GRAFTON	MA	01536	33617	31
110/027.0-0000-0028.0	15 MILL STREET	SNYDER STEVEN D		15 MILL STREET	N GRAFTON	MA	01536	49557	22
110/027.0-0000-0029.0	17 MILL STREET	PARMENTER ALMA H	PARMENTER ELEANOR B	57 BOYLSTON CIRCLE	SHREWSBURY	MA	01545	13240	31
110/027.0-0000-0030.0	27 NORTH MAIN STREET	QUINSIGAMOND CORP.		P O BOX 428	N GRAFTON	MA	01536	6713	15
110/027.0-0000-0156.0	20 NORTH MAIN STREET	WASHINGTON MILLS NORTH GRAF		PO BOX 428	N GRAFTON	MA	01536	42204	34
110/027.0-0000-0157.0	12 NORTH MAIN STREET	QUINSIGAMOND CORP.		P O BOX 428	N GRAFTON	MA	01536	6486	27
110/027.0-0000-0158.0	10 NORTH MAIN STREET	REKHI RITU K		1 BUTTERFIELD DRIVE	WESTBORO	MA	01581	35329	31
110/027.0-0000-0159.0	8 NORTH MAIN STREET	LEONARD ROBERT H		8 NORTH MAIN STREET	N GRAFTON	MA	01536	49015	23
110/027.0-0000-0160.0	6 NORTH MAIN STREET	FITZGIBBON IRENE		6 NORTH MAIN STREET	N GRAFTON	MA	01536	36113	21
110/027.0-0000-0165.0	5 MILL STREET	GRAFTON TOWN OF		30 PROVIDENCE ROAD	GRAFTON	MA	01519	2588	21
110/036.0-0000-0125.0	165 WORCESTER STREET	ROONEY PATRIC G TRUSTEE	ROONEY REALTY TRUST	15 COVENTRY ROAD	GRAFTON	MA	01519	23147	36
110/036.0-0000-0127.0	167 WORCESTER STREET	MACKAY BONNIE L		167 WORCESTER STREET	N GRAFTON	MA	01536	50370	5
110/036.0-0000-0128.0	169 WORCESTER STREET	BUDGE DARRYL H SR	BUDGE CHARLOTTE ANN	169 WORCESTER STREET	N GRAFTON	MA	01536	14318	27

If the Board is in agreement, the Board will vote to approve a Common Victualler License for the Grafton Grill.

NEW license

DATE: 1.11.16

Grafton Grill  
Company Name:

Application for and/or renewal of Town Licenses. Please complete both sides and return to the Board of Selectmen with your payment.

**\*\* The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

-----

Date(s) of Function

Location of Function

To the Honorable Board of Selectmen  
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal ( ) / Original ( ) license as indicated by (X), for which the fee is enclosed.

- ( ) Garage Class \_\_\_\_\_ (\$100)
- ( ) Peddler (\$25.00)
- ( ) Pool Room, \_\_\_\_\_ tables at (\$25) each
- ( ) Bowling, \_\_\_\_\_ alleys at (\$25) each
- ( ) Auctioneer (\$25)
- ( ) One Day Auctioneer (\$10)
- ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side
- ( ) Music (\$10)
- Common Victuallers (\$25)
- ( ) Innholders (\$25)
- ( ) **One Day Beer & Wine (\$25)**
- ( ) One Day All Alcoholic (\$25)
- ( ) Second Hand Articles (\$40)

Business Name: Grafton Grill  
License in name of: Grafton Grill, LLC

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

Title: Manager

Manufacturer: \_\_\_\_\_

Business Address: 10 Bridge St  
North Grafton MA 04536

Phone No.: 508.208.5984

Residence: 33 South St  
Grafton MA 01519

Phone No. 508.839.9349

Signature of Applicant: Louie L Belfiore

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Lori Belfiore

(Print) Name (of individual or Corporation as applicable)

33 South St

Street Address

Grafton

MA

01519

City/Town

State

Zip Code

\* Signature of Individual or  
Corporate Name (mandatory)

Re: Corporate Officer  
(mandatory, if applicable)

\*\* Social Security No. (voluntary) or  
Federal Identification Number

\* This license will not be issued unless this certification clause is signed by the applicant.

\*\* Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date:

Jan 11, 2016

If the Board is in agreement, the Board will vote to approve the Transfer of Liquor License and Pledge of Stock for the Grafton Inn.

## LEGAL NOTICE

### BOARD OF SELECTMEN

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by James J. Hunter Jr., d/b/a The Grafton Inn, 866 Marston Rd., Whitinsville, MA 01588 for the transfer of the Inn Holder-All Alcoholic License and Pledge of Stock held by JJH Investments Inc.-The Grafton Inn to Grafton Inn LLC.

Premise to be licensed is located at 25 Grafton Common, Grafton MA. The establishment is a 12,000 sq. ft. free standing building consisting of three floors. First floor has a full service restaurant and bar area with seating capacity of 120. Second floor consists of a function room with a seating capacity of 150. Third floor consists of 9 hotel rooms. Premise also includes an outdoor patio adjacent to the building with a seating capacity of 50.

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, February 16, 2015 at their meeting beginning at 7:00 pm.

Grafton Board of Selectmen

Craig Dauphinais, Chairman  
Jennifer Thomas, Vice Chair  
Bruce Spinney, III, Clerk  
Brook Padgett  
Dennis Flynn

Publish Grafton News  
February 4, 2016  
Town Bulletin Board



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

**TRANSACTION TYPE (Please check all relevant transactions):**

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) \$15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION  
 P. O. BOX 3396  
 BOSTON, MA 02241-3396

# APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Grafton

## 1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Grafton Inn LLC

B. Business Name (if different) : Grafton Inn

C. Manager of Record: James J. Hunter, Jr.

D. ABCC License Number (for existing licenses only) : 0456000038

E. Address of Licensed Premises: 25 Grafton Common

City/Town: Grafton

State: MA

Zip: 01519

F. Business Phone: 508 839 5931

G. Cell Phone: [REDACTED]

H. Email: Jameshunter866@gmail.com

I. Website:

J. Mailing address (If different from E.): 866 Marston Road

City/Town: Whitinsville

State: MA

Zip: 01588

## 2. TRANSACTION:

- New License     New Officer/Director     Transfer of Stock     Issuance of Stock     Pledge of Stock  
 Transfer of License     New Stockholder     Management/Operating Agreement     Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual     (6) Day to (7)-Day License     Wine & Malt to All Alcohol

**IMPORTANT ATTACHMENTS (1):** The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

## 3. TYPE OF LICENSE:

- \$12 Restaurant     \$12 Hotel     \$12 Club     \$12 Veterans Club     \$12 Continuing Care Retirement Community  
 \$12 General On-Premises     \$12 Tavern (No Sundays)     \$15 Package Store

## 4. LICENSE CATEGORY:

- All Alcoholic Beverages     Wines & Malt Beverages     Wines     Malt  
 Wine & Malt Beverages with Cordials/Liqueurs Permit

## 5. LICENSE CLASS:

- Annual     Seasonal

**6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)**

NAME: Henry J. Lane, Lane and Hamer, P.C.  
ADDRESS: 100 Main Street  
CITY/TOWN: Whitinsville STATE: MA ZIP CODE: 01588  
CONTACT PHONE NUMBER: 508 234 4400 FAX NUMBER: 508 234 4966  
EMAIL: hlane@laneandhamer.com

**7. DESCRIPTION OF PREMISES:**

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

The establishment is a 12,000 sq.ft. free-standing building consisting of three floors. The first floor has a full service restaurant and bar with a seating capacity of 120 and an adjacent outdoor patio with seating for 50. The second floor has a function room, kitchen and bar with a seating capacity of 168. The third floor consists of 9 hotel rooms each with separate bathrooms. The building also has an ADA-compliant elevator which services all floors.

Total Square Footage: 12,000 Number of Entrances: 5 Number of Exits: 5  
Occupancy Number: 344 Seating Capacity: 344

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**8. OCCUPANCY OF PREMISES:**

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises. Other:

Landlord is a(n): Corporation Other:

Name: JJH Investment, Inc. Phone: 508 726 9394

Address: 866 Marston Road City/Town: Whitinsville State: MA Zip: 01588

Initial Lease Term: Beginning Date 11/01/2015 Ending Date 10/31/2020

Renewal Term: 5 years Options/Extensions at: Years Each

Rent: Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?  
Yes  No

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

**9. LICENSE STRUCTURE:**

The Applicant is a(n):

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes  No

**10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license.

**IMPORTANT ATTACHMENTS (4):**

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
James J. Hunter	Member/Manager	100%	

\*If additional space is needed, please use last page.

**11. EXISTING INTEREST IN OTHER LICENSES:**

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list said interest below:

Name	License Type	Licensee Name & Address
	<input type="text" value="Please Select"/>	

\*If additional space is needed, please use last page.

**12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Transferred
			Please Select
			Please Select

**13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:**

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes  No  If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

**14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**

**A.) For Individual(s):**

- 1. Are you a U.S. Citizen? Yes  No
- 2. Are you a Massachusetts Residents? Yes  No

**B.) For Corporation(s) and LLC(s) :**

- 1. Are all Directors/LLC Managers U.S. Citizens? Yes  No
- 2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes  No
- 3. Is the License Manager a U.S. Citizen? Yes  No

**C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**

**A.) For Individual(s):**

- 1. Are you a U.S. Citizen? Yes  No

**B.) For Corporation(s) and LLC(s) :**

- 1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes  No
- 2. Is the License Manager or Principal Representative a U.S. Citizen? Yes  No

**C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:**

A. Purchase Price for Real Property:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

**G: TOTAL COST**

**H. TOTAL CASH**

**I. TOTAL AMOUNT FINANCED**

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

**17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):**

Grafton Inn LLC is assuming an \$80,000.00 loan from Homefield Credit Union of Grafton, MA. The loan was originally made to JHH Investments, Inc.

\*If additional space is needed, please use last page.

**18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:**

A.

Name	Dollar Amount	Type of Financing
Homefield Credit Union	\$80,000.00	

\*If additional space is needed, please use last page.

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes  No

If yes, please describe:

**19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)**

A.) Is the applicant seeking approval to pledge the license?  Yes  No

1. If yes, to whom: Homefield Credit Union

2. Amount of Loan: 80,000.00 3. Interest Rate: 5 4. Length of Note: 7 years

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock?  Yes  No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory?  Yes  No

If yes, to whom: Homefield Credit Union

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

**20. CONSTRUCTION OF PREMISES:**

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises:  Yes  No

[Empty text box for describing construction work]

21. ANTICIPATED OPENING DATE: February 1, 2016

**IF ALL OF THE INFORMATION AND  
ATTACHMENTS ARE NOT COMPLETE  
THE APPLICATION WILL BE  
RETURNED**

**APPLICANT'S STATEMENT**

I, James J. Hunter, Jr. the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of Grafton Inn LLC, hereby submit this application for Transfer of License/Pledge of Stock  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: [Handwritten Signature]

Date: Jan 4, 2016

Title: Manager



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
 www.mass.gov/abcc

**MANAGER APPLICATION**

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip Code:

ABCC License Number:  (If existing licensee) Phone Number of Premise:

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes  No  B. Date of Naturalization:  C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

**4. BACKGROUND INFORMATION:**

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes  No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes  No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes  No

If yes, please describe:

D. List your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

### PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

#### 1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Grafton Inn LLC	B. Business Name (dba)	The Grafton Inn	
C. Address	866 Marston Road	D. ABCC License Number (If existing licensee)	045600038	
E. City/Town	Whitinsville	State	MA	Zip Code 01588
F. Phone Number of Premise	508 839 5493	G. EIN of License		

#### 2. PERSONAL INFORMATION:

A. Individual Name	James J. Hunter, Jr.	B. Home Phone Number	508 726 9394	
C. Address	866 Marston Road			
D. City/Town	Whitinsville	State	MA	Zip Code 01588
E. Social Security Number	[REDACTED]	F. Date of Birth	[REDACTED]	
G. Place of Employment				

#### 3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime?

Yes  No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

#### 4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license (i.e. percentage ownership).

\*If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

[Handwritten Signature]

Date

Jan 4, 2016

Title

Manager

(If Corporation/LLC Representative)



**Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114**

**STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL**

**KIM S. GAINSBORO, ESQ.  
CHAIRMAN**

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	45600038	LICENSEE NAME:	Grafton Inn LLC	CITY/TOWN:	Grafton
---	----------	----------------	-----------------	------------	---------

**APPLICANT INFORMATION**

LAST NAME:	Hunter	FIRST NAME:	James	MIDDLE NAME:	Judson			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Worcester					
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Currier	DRIVER'S LICENSE #:	S35442775	STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	6	2	WEIGHT:	195	EYE COLOR:	brown
CURRENT ADDRESS:	866 Marston Road							
CITY/TOWN:	Whitinsville	STATE:	MA	ZIP:	01588			
FORMER ADDRESS:	7 Oak Street							
CITY/TOWN:	Millbury	STATE:	MA	ZIP:	01527			

**PRINT AND SIGN**

PRINTED NAME:	James J. Hunter, Jr.	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------------	-------------------------------	--

**NOTARY INFORMATION**

On this Jan 4, 2016 before me, the undersigned notary public, personally appeared James J. Hunter  
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	  
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



**GRAFTON INN LLC**

**ACTION BY MANAGER**

I, **JAMES J. HUNTER, JR.**, being the Manager of GRAFTON INN LLC, do hereby take the following action:

1. **GRAFTON INN LLC** is hereby authorized to apply for a license to serve wine and malt beverages (restaurant) as The Grafton Inn at 25 Grafton Common, Grafton, MA, and the company hereby authorizes **JAMES J. HUNTER, JR.** its Manager to apply for said license.
2. The company hereby appoints **JAMES J. HUNTER, JR.** to be the manager of the Grafton Inn and its alcoholic beverage service at 25 Grafton Common, Grafton, MA.
3. Grafton Inn LLC is hereby authorized through operation assets of JJH Investments, Inc. relating to the operation of the Grafton Inn for the sum of \$80,000.00 by assumption of an existing promissory note to Homefield Credit Union in said amount and to pledge the assets of the company including its alcoholic beverage license to secure repayment of said note.
4. The appointment of **JAMES J. HUNTER, JR.** as manager of the Grafton Flea Market and its alcoholic beverage service shall be active until a change in manager has been approved by the local licensing authority.

The foregoing action was taken on December 31, 2015.

Witness my hand and seal, this 31<sup>st</sup> day of December, 2015.

  
\_\_\_\_\_  
JAMES J. HUNTER, JR., Manager

I, **JAMES J. HUNTER, JR.**, Manager of **Grafton Inn LLC** certify that the foregoing action has not been amended or revoked and is in full force and effect.

  
\_\_\_\_\_  
JAMES J. HUNTER, JR., Secretary

December 31, 2015  
TM/3748.001

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the

Date

I,  hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at:

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:

<input style="width: 95%; height: 95%;" type="text"/>	<input style="width: 95%; height: 95%;" type="text"/>
<input style="width: 95%; height: 95%;" type="text"/>	<input style="width: 95%; height: 95%;" type="text"/>
<input style="width: 95%; height: 95%;" type="text"/>	<input style="width: 95%; height: 95%;" type="text"/>

If there are none, please so state:

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts/return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjuries:

Printed: \_\_\_\_\_

Written: \_\_\_\_\_

Date:

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Please Attach Advertisement and Receipts



**TOWN OF GRAFTON**  
 GRAFTON MEMORIAL MUNICIPAL CENTER  
 30 PROVIDENCE ROAD  
 GRAFTON, MASSACHUSETTS 01519  
 (508) 839-5335 ext 1165 • FAX (508) 839-4602  
 www.grafton-ma.gov

**BOARD OF ASSESSORS**

**Request for Abutters List**

Date of Request: January 26, 2016 Date List Needed: February 1, 2016

Requested by: Laura St John Dupuis Phone: 508-839-5335 x 1180

Name of Property Owner: James J. Hunter Jr. 866 Marston Road, Whitinsville, MA 01588

Street Address of Property: 25 Grafton Common Grafton MA 01519

Map: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

**REASON FOR LIST:**

Hearing before the Zoning Board of Appeals Yes \_\_\_\_\_ No

Hearing before the Planning Board Yes \_\_\_\_\_ No

Hearing before the Conservation Commission Yes \_\_\_\_\_ No

Other: Board of Selectmen Public Hearing

**REASON FOR HEARING - (please check)**

Variance \_\_\_\_\_ Scenic Road \_\_\_\_\_ Title 5 \_\_\_\_\_ Special Permit \_\_\_\_\_ Subdivision \_\_\_\_\_

Other: Liquor License Application

**RADIUS FOR ABUTTERS - (please check one)**

Immediate \_\_\_\_\_ 300 Feet  Upon, along, across or under: \_\_\_\_\_

**LABELS**

Two Sets of Labels will be provided if needed: Yes \_\_\_\_\_ No   
 (Planning Board requires 2 sets of Labels)

**Office Use Only**

Date List Prepared: \_\_\_\_\_ Address Labels Prepared: \_\_\_\_\_

Fee Charged: \$ \_\_\_\_\_ Amt. Paid: \_\_\_\_\_ \$ Date: \_\_\_\_\_

Check: # \_\_\_\_\_ Cash: \$ \_\_\_\_\_ Money Order: \$ \_\_\_\_\_

Viewing the land at 104 Creeper Hill Road, prior to the submission of an application to bid can do so by making arrangements through the Office of the Town Administrator via the information below.

For the complete F33 Package please contact the office of the Town Administrator at [whitson@graffon-ma.gov](mailto:whitson@graffon-ma.gov) or by phone at 508-839-5335 ext. 1180.

residential subdivision consisting of single family dwellings at 4 Grist Mill Road & 102 Pleasant Street, Grafton, MA 01519.

The application is on file and available for public inspection in the Conservation Commission office Monday through Friday from 9 AM to 4:30 PM.

John S. Wilson & Sandra Brock, Co-Chairpersons

an accessory equipment at the property located at 7 Bruce Street, shown as Grafton Assessor's Map 110, Lot 83. Said property is located in a Residential (R40) zoning district. The Applicant and Owner is Richard Cornell. Copies of the Plan are available for public inspection at the Planning Department M-F 8:30-4:30.

**GRAFFTON PLANNING BOARD**  
Sergio Herrera, Chairman  
Published in the Grafton News  
February 4 & 11, 2016

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, February 16, 2016 at 7:00 p.m.

Grafton Board of Selectmen  
Craig Daughnack, Chairman  
Jennifer Thomas, Vice Chair  
Bruce Spinaey, III, Clerk  
Brook Padgett  
Dennis Flynn

Published January 28, 2016  
February 4, 2016  
Grafton News  
Town Bulletin Board

**LEGAL NOTICE  
BOARD OF SELECTMEN**

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by James J. Hunter Jr., d/b/a The Grafton Inn, 868 Marston Rd., Whitesville, MA 01588 for the transfer of the Inn-Holder-All Alcoholic License and Package of Stock held by JH Investments Inc. The Grafton Inn to Grafton Inn LLC. Premises to be licensed is located at 25 Grafton Common, Grafton MA. The establishment is a 12,000 sq. ft. free standing building consisting of three floors. First floor has a full service restaurant and bar area with seating capacity of 120. Second floor consists of a function room with a seating capacity of 180. Third floor consists of 9 hotel rooms. Premises also includes an outdoor patio adjacent to the building with a seating capacity of 50. Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, February 16, 2016 at their meeting beginning at 7:00 pm.

Grafton Board of Selectmen  
Craig Daughnack, Chairman  
Jennifer Thomas, Vice Chair  
Bruce Spinaey, III, Clerk  
Brook Padgett  
Dennis Flynn  
Publish Grafton News  
February 4, 2016  
Town Bulletin Board

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF GRAFTON  
SPECIAL TOWN MEETING WARRANT  
February 8, 2016, 7:30 PM**

Worcester, sec. To Either of the Constables of the Town of Grafton, in the County of Worcester: GREENINGS; in the name of the Commonwealth of Massachusetts, you are directed to notify and warn the inhabitants of the Town of Grafton, qualified to vote in elections and Town affairs, to meet in the Grafton High School located at 24 Providence Road on Monday, the Eighth (8) Day of February, 2016 at Seven (7:00) PM to act on the following articles, to wit:

**ARTICLE 1. TO GRANT THE BOARD OF SELECTMEN THE AUTHORITY TO ENTER INTO A CONTRACT OR CONTRACTS TO AGGREGATE THE ELECTRICITY LOAD OF THE RESIDENTS AND BUSINESSES IN TOWN.** To see if the Town will vote to grant the Board of Selectmen pursuant to G.L. c:104, 134 the authority to research, develop and participate in a contract, or contracts to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with the other municipalities, retaining the right of individual residents and business to opt out of the aggregation, or act or do anything relation thereto. Submitted by: Town Administrator  
Recommutation of the Finance Committee for the article prepared for the warrant of the Special Town Meeting scheduled for Monday, February 08, 2016:

**Article 1  
Finance Committee recommends passage of Article 1.**

The article allows the Town to hire a consultant to begin negotiations that could offer lower bulk electricity rates to residents and small businesses.

And you are directed to serve this Warrant by posting up an attested copy thereof in some conspicuous place in each of the precincts of the Town at least fourteen days before said meeting. Hereof fail not and make due return of this Warrant, with your doings thereon to the town Clerk, at the time and place of meeting as aforesaid. Given under our hands this 5th day of January in the year of our Lord Two Thousand Sixteen.

**BOARD OF SELECTMEN**  
Craig Daughnack, Chairman  
Jennifer Thomas, Vice Chairman  
Bruce Spinaey, III, Clerk  
Dennis D. Flynn  
Brook Padgett

**TOWN OF GRAFTON  
BOARD OF SELECTMEN  
LEGAL NOTICE**

The Board of Selectmen will hold a public hearing on the request of Massachusetts Electric Company (MESC) to locate poles, wires, cables, and fixtures, including the necessary anchors, pipes, and other such sustaining and protecting fixtures to be owned and used in connection by your petitioners, along and across the following public way or ways: **Discovery Drive: National Grid to install 180 Pole and relocate 1 J0 Pole beginning at a point approximately 15 feet east of the centerline of the intersection of Route 30. National Grid to install 2-5" conduit from MH10 to riser P04-50. ~37' National Grid to install 2-6" conduit from the existing conduit at the end of the pavement to the new riser P1. ~21' 1 SD pole to be placed 1 J0 Pole to be relocated Conduit to be placed**

The public hearing will take place in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, February 16th, 2016 at their meeting beginning at 7:00 p.m. The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

**GRAFFTON BOARD OF SELECTMEN**  
Publish Grafton News  
February 4, 2016

**Additional Space**

Please note which question you are using this space for.

A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for students to write their answers to the questions.

## NEW LICENSE CHECKLIST

**This application will be returned if the following documentation is not submitted:**

- Retail Transmittal Form
- \$200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
- Newspaper Notice
- Abutter Notification
- Retail Application with:
  - Vote of Corporate Board or LLC
  - Manager's Form
  - Proof of Citizenship for proposed manager (Passport, US birth certificate, Naturalization papers, Voter Registration)
  - Personal Information Form for all individuals with beneficial interests in the license and proposed license manager
  - CORI Release Form
  - Articles of Organization for Corporation or LLC
  - All financial records, loan agreements and/or documents, for source(s) of money who are funding more than \$50,000 towards this license transaction
  - Floor Plan
  - Signed lease or documents proving a legal right to occupy premises

## **ATTACHMENTS:**

### **Application Attachments**

**IMPORTANT ATTACHMENTS (1):** The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

**IMPORTANT ATTACHMENTS (2):** The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**IMPORTANT ATTACHMENTS (3):** The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

#### **IMPORTANT ATTACHMENTS (4):**

A. All individuals or entities listed below are required to complete a Personal Information Form (additional copies found here: [http://www.mass.gov/abcc/pdf/forms/retail/reta\\_personalinfoform.pdf](http://www.mass.gov/abcc/pdf/forms/retail/reta_personalinfoform.pdf))

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a COR Release Form (additional copies found here: <http://www.mass.gov/abcc/pdf/coriform.pdf>)

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

### **Additional Attachments**

**IMPORTANT ATTACHMENTS :** ARTICLES OF ORGANIZATION FROM THE SECRETARY OF THE COMMONWEALTH

**IMPORTANT ATTACHMENTS :** PROOF OF CITIZENSHIP FOR THE MANAGER OF RECORD (US Passport, US Birth Certificate, US Voter Registration, Naturalization Papers).

### **Additional Attachments From Local Licensing Authority**

**IMPORTANT ATTACHMENTS :** FORM 43

**IMPORTANT ATTACHMENTS :** ABUTTER NOTIFICATION

**IMPORTANT ATTACHMENTS :** NEWSPAPER NOTICE



---

MARK E. NUNNELLY, COMMISSIONER  
CHARLENE HANNAFORD, ACTING DEPUTY COMMISSIONER

JAMES J HUNTER  
866 MARSTON RD  
WHITINSVILLE, MA 01588

T/P ID [REDACTED]  
Date 9/9/2015  
Bureau CERTIFICATE

**CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE**

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours

Charlene Hannaford, Acting Deputy Commissioner



**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts



# Corporations Division

## Business Entity Summary

**ID Number:** 001169604

[Request certificate](#)

[New search](#)

**Summary for: JJH INVESTMENTS INC.**

<b>The exact name of the Domestic Profit Corporation:</b> JJH INVESTMENTS INC.		
<b>Entity type:</b> Domestic Profit Corporation		
<b>Identification Number:</b> ██████████		
<b>Date of Organization in Massachusetts:</b> 04-17-2015		
<b>Last date certain:</b>		
<b>Current Fiscal Month/Day:</b> 09/30		
<b>The location of the Principal Office:</b>		
Address: 866 MARSTON RD		
City or town, State, Zip code,      WHITINSVILLE, MA 01588 USA		
Country:		
<b>The name and address of the Registered Agent:</b>		
Name: JAMES JUDSON HUNTER, JR.		
Address: 866 MARSTON RD		
City or town, State, Zip code,      WHITINSVILLE, MA 01588 USA		
Country:		
<b>The Officers and Directors of the Corporation:</b>		
<b>Title</b>	<b>Individual Name</b>	<b>Address</b>
PRESIDENT	JAMES JUDSON HUNTER JR.	866 MARSTON RD WHITINSVILLE, MA 01588 USA
TREASURER	JAMES JUDSON HUNTER JR.	866 MARSTON RD WHITINSVILLE, MA 01588 USA
SECRETARY	JAMES JUDSON HUNTER JR.	866 MARSTON RD WHITINSVILLE, MA 01588 USA
DIRECTOR	JAMES JUDSON HUNTER JR.	866 MARSTON RD WHITINSVILLE, MA 01588 USA
<b>Business entity stock is publicly traded:</b>		

**The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:**

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	275,000	\$ 0.00	275,000

Consent	Confidential Data	Merger Allowed	Manufacturing
---------	-------------------	----------------	---------------

**View filings for this business entity:**

- ALL FILINGS
- Administrative Dissolution
- Annual Report
- Application For Revival
- Articles of Amendment

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)

Date of this notice: 04-28-2015.

Employer Identification Number:  
██████████

001247.554872.448868.19881 1 MB 0.435 850



Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at  
1-800-829-4933

JJH INVESTMENTS INC  
% JAMES JUDSON HUNTER JR  
866 MARSTON RD  
WHITINSVILLE MA 01588

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-3802713. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

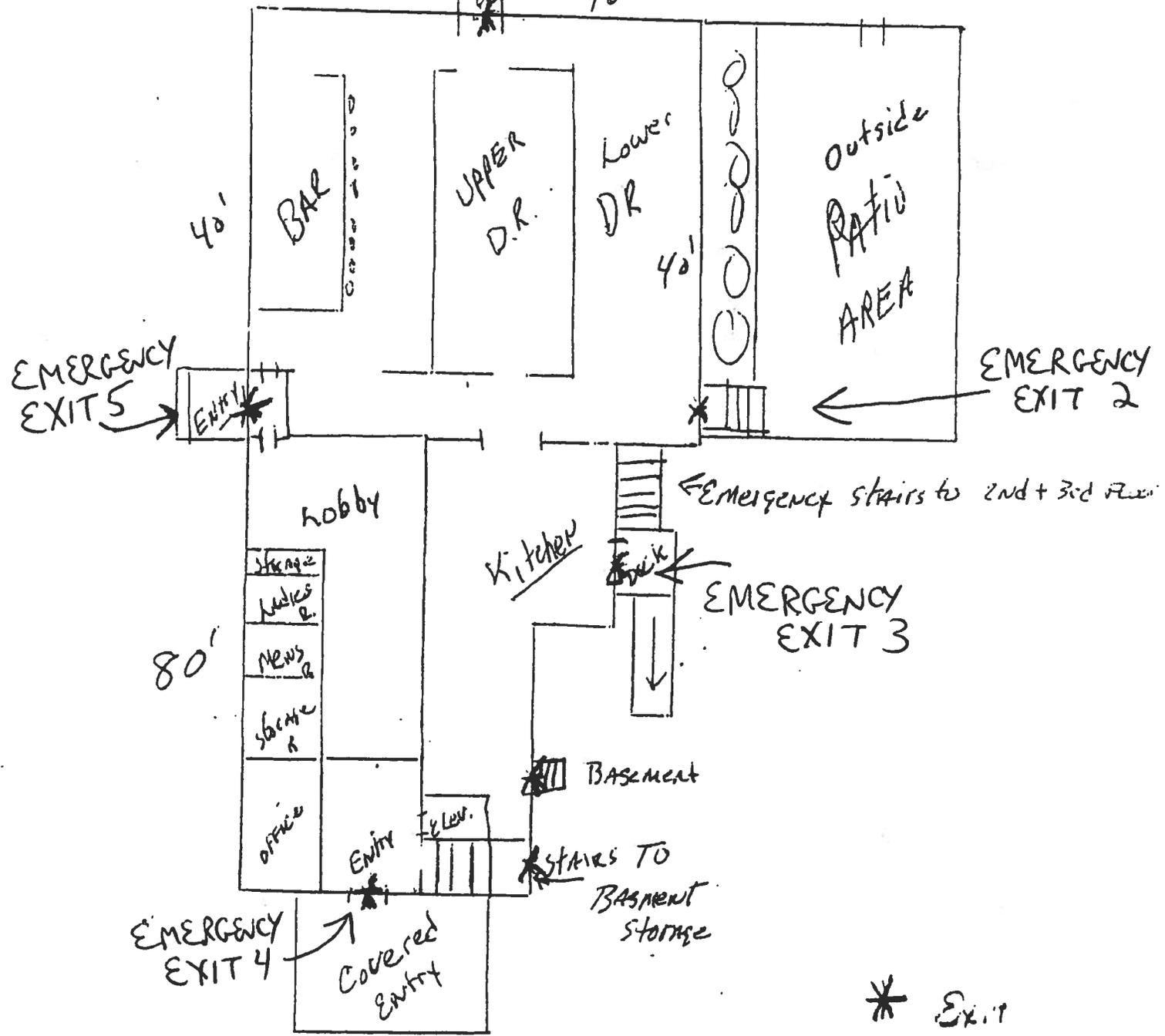
Form 941	07/31/2015
Form 1120	12/15/2015
Form 940	01/31/2016

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

The caption is in  
1ST FLOOR

EMERGENCY  
EXIT 1 46'



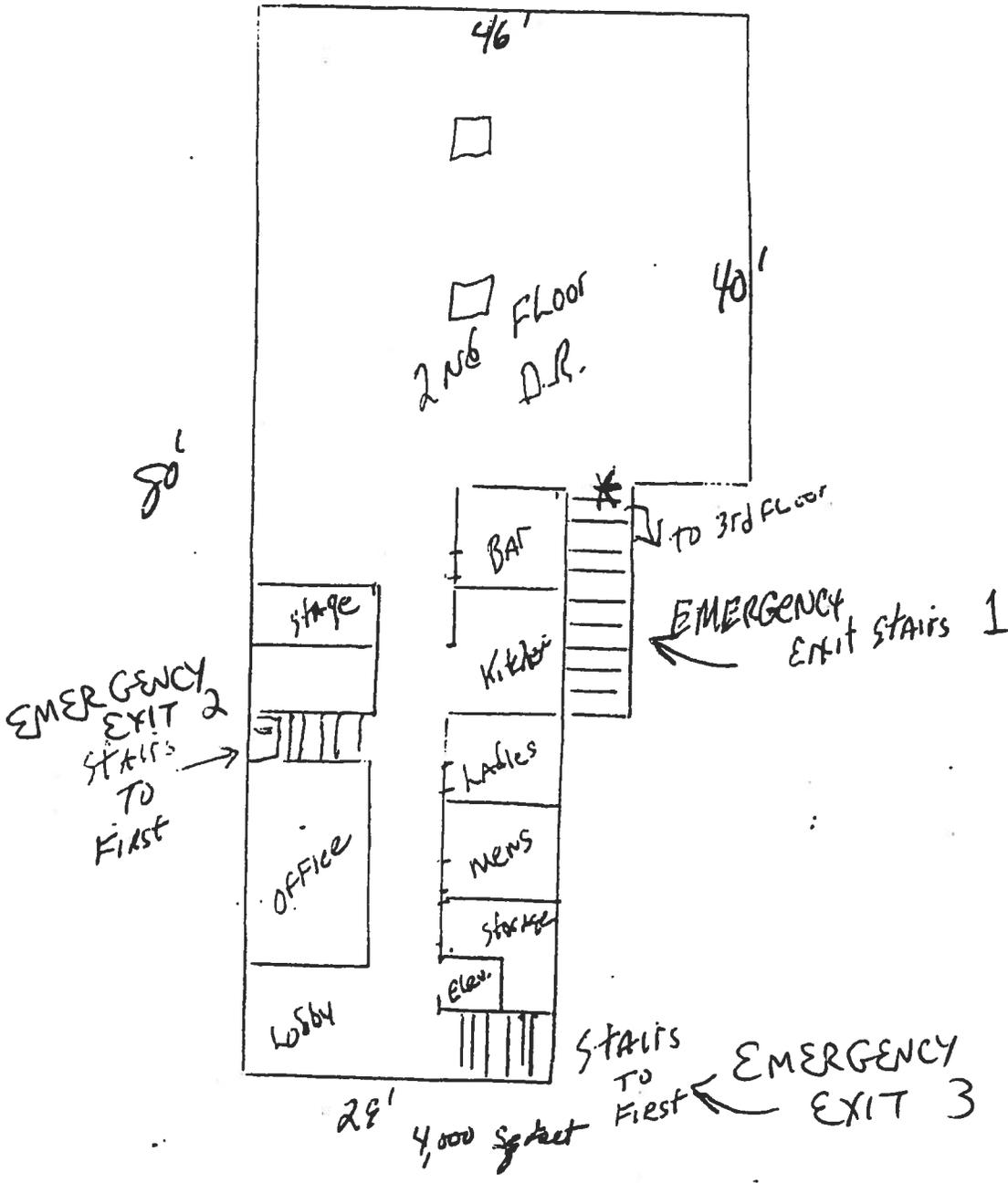
80'

EMERGENCY  
EXIT 4

PARKING  
lot

\* EXIT

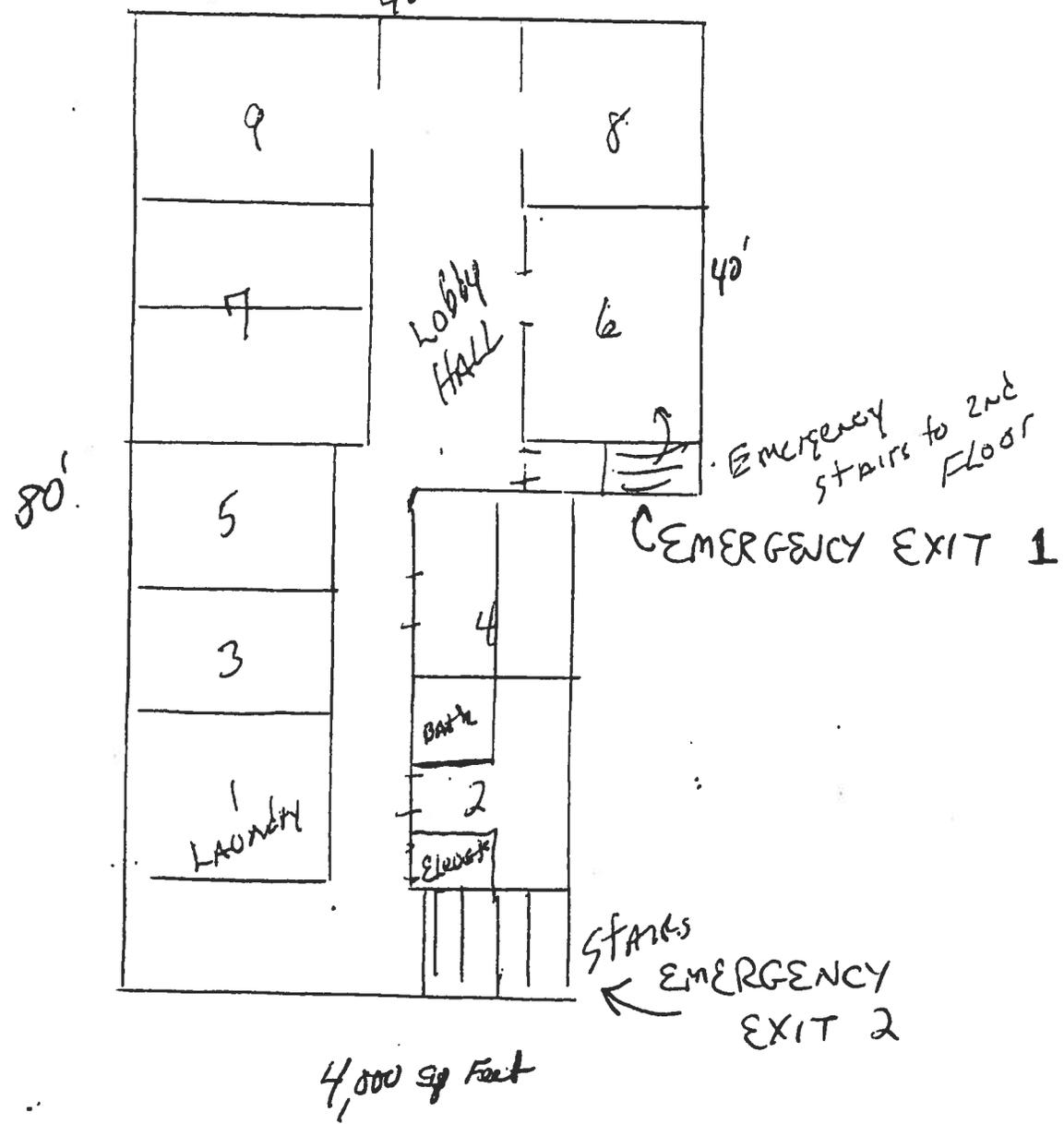
Grafton Inn  
2nd Floor



4 Hectares II 2

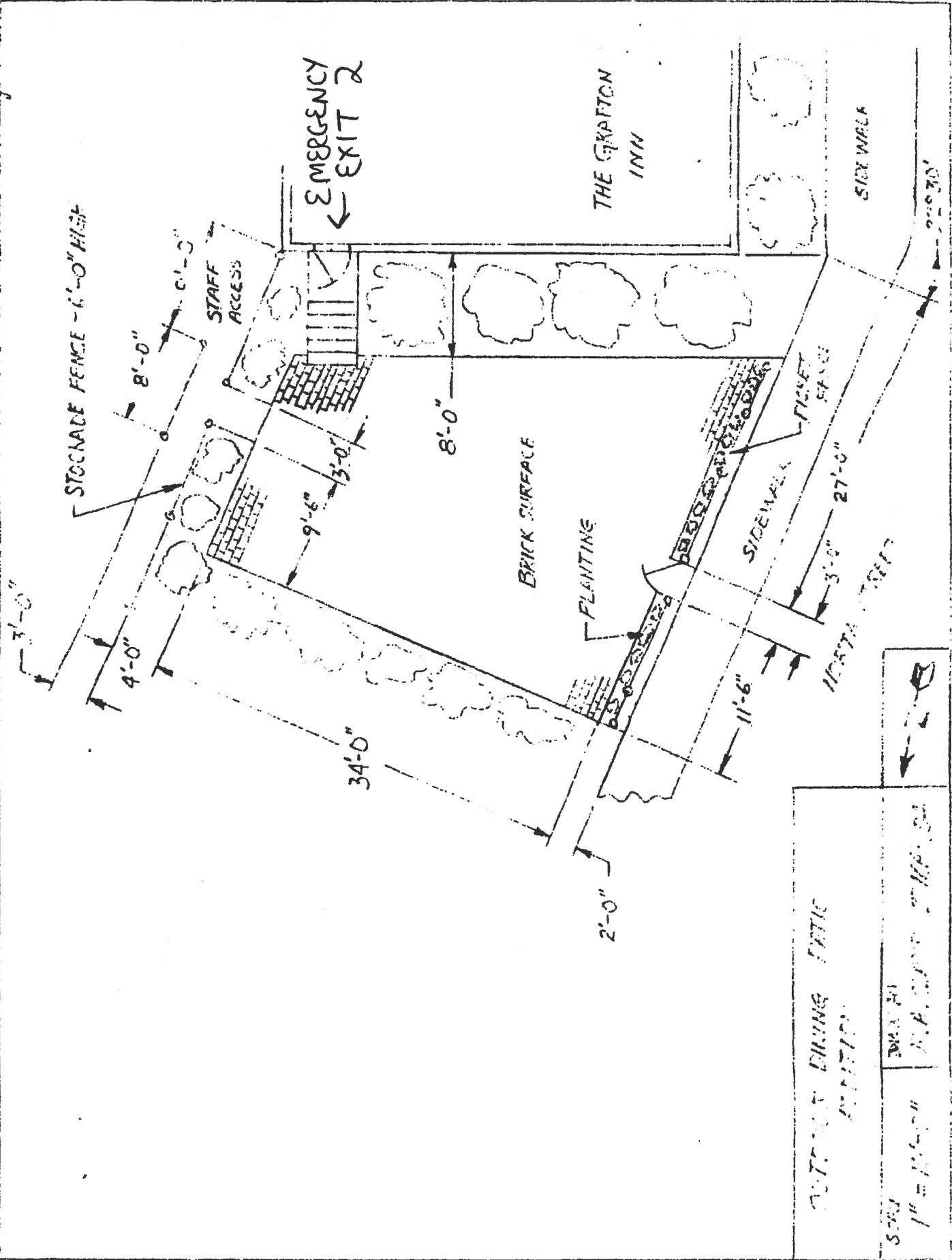
3RD FLOOR ROOMS

# GRAFTON INN



4,000 sq feet

May 27 2000



OUTDOOR DINING PATIO  
 PLAN

SCALE: 1" = 10'-0"

DATE: MAY 27 2000

BY: [Signature]



TRAYNOR CAPITAL MANAGEMENT  
19 E KING ST BLDG 2  
MALVERN, PA 19355

61B0000199  
FMT CO CUST IRA ROLLOVER  
FBO JAMES J HUNTER JR  
866 MARSTON RD  
WHITINSVILLE MA 01588-1087

April 21, 2015

Re: XXX-XX3838

Dear IRA Investor:

Thank you for opening your Individual Retirement Account (IRA) through TRAYNOR CAPITAL MANAGEMENT. Your application has been processed and your IRA **has been accepted**.

Fidelity Brokerage Services LLC acts as an agent of Fidelity Management Trust Company, the custodian of your IRA. Your Premiere Select® IRA Custodial Agreement and Disclosure Statement, Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, or Fidelity SIMPLE IRA Plan Custodial Agreement and Disclosure Statement, as applicable, contain important terms and conditions governing your IRA.

You will soon receive your first account statement. Please review the registration information carefully and contact your Authorized agent/ Advisor as soon as possible if you have any questions or discover any discrepancies.

We appreciate the opportunity to maintain your account.

Sincerely,  
Fidelity Brokerage Services

Fidelity Brokerage Services LLC, Member NYSE, SIPC

396418.5.0 FCLA32IWS201504211-000199

61B0000199



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JAMES J HUNTER JR  
866 MARSTON RD  
WHITINSVILLE, MA 01588-1087

Your Investment Advisor  
TRAYNOR CAPITAL MANAGEMENT  
19 E KING ST BLDG 2  
MALVERN, PA 19355  
Phone: 610-993-9050

April 22, 2015

**Revised Account Profile - Asset Movement Authorization**

***Why Am I Receiving this Document?***

For your protection, Fidelity Investments (Fidelity) is sending you this document to confirm a change in the Asset Movement Authorization for your account(s) managed by the Authorized agent/Advisor listed above. If any information is inaccurate, please contact your Authorized agent/Advisor or Fidelity.

Asset Movement Authorization authorizes Fidelity to take instructions from your Authorized agent/Advisor to perform transactions described on the last page of this document on your behalf without direct instruction from you. You may have provided this Asset Movement Authorization as part of the account opening process or as a change to an existing account. The Asset Movement Authorization definitions were recently updated and may be different than the authorizations you originally granted your Authorized agent/Advisor. Contact your Authorized agent/Advisor with any questions or to remove Asset Movement Authorization from your account.

***What Changed on My Account(s)?***

Asset Movement Authorization has been updated for account(s):

[REDACTED]

<u>Advisor Name</u>	<u>Previous</u>	<u>Current</u>
TRAYNOR CAPITAL MANAGEMENT	None	Level 2

**Note: Please see the reverse side or last page for definitions of Level 1 and Level 2.**

## Asset Movement Authorizations Definitions

**Level 1 - You have authorized Fidelity to accept instructions from your Authorized agent/Advisor to do the following transactions:**

- For all eligible accounts:
  - Authorize one time disbursements and establish and make changes to periodic disbursements (Periodic Distribution Plans) for distributions including the establishment of, and changes to, periodic distributions (Periodic Distribution Plans) from your account/retirement plan account, including:
    - Checks made payable to You (registered owner) and sent to your address of record
    - Bank wires and electronic funds transfers (EFTs) to any account You have authorized through standing written instructions and third-party check disbursements to any payee and address You have authorized through standing written instructions
- For all non-retirement brokerage accounts:
  - Transfers of cash or securities from this account to other same-registration accounts at Fidelity Investments or from this account to any third-party account at Fidelity you have authorized through standing written instructions
- For Individual or Transfer on Death Individual (TODI) accounts
  - Contributions from this account to any IRA you own at Fidelity
- For Premiere Select® or Fidelity SIMPLE individual IRAs ("IRAs"):
  - Transfers of cash or securities from this account to other same-registration IRAs that are not reported for tax purposes
  - Distributions from this account to Fidelity non-retirement brokerage accounts you own individually
  - Conversions to Roth IRAs
  - Transfers from this account to any third-party account at Fidelity you have authorized through standing written instructions, including distributions to Fidelity non-retirement accounts with different owners and/or registrations

**Level 2 - Includes all Level 1 authorizations, plus:**

- For all non-retirement brokerage accounts and for Premiere Select® or Fidelity SIMPLE individual IRAs ("IRAs"):
  - Bank wires to any same-registration account outside Fidelity, without direct instructions from You

**Note: You understand and agree Fidelity cannot confirm the account registration at the receiving bank and will rely solely on the representations of your Authorized agent/Advisor.**

Fidelity Brokerage Services, LLC  
900 Salem Street  
Smithfield RI 02917

This feature is specific to Fidelity and your Authorized agent/Advisor may have additional guidelines on Asset Movement Authorization. Contact your Authorized agent/Advisor with any questions regarding when they may or may not use this feature.

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*Banking with a Homefield Advantage.*

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86 Worcester Street • North Grafton, MA 01536 • Phone (508) 839-5493 • Fax (508) 839-5750

November 5, 2015

James J Hunter Jr.  
866 Marston Road  
Northbridge, MA 01588

Dear JJH Investments Inc.:

I am pleased to inform you that Homefield Credit Union is willing to provide first mortgage financing on the property outlined below, subject to the conditions outlined hereafter:

**Borrower:** JJH Investments Inc.

**Guarantor:** James J Hunter, JR

**Amount:** [REDACTED]

**Proceeds of Loan:** To finance the property located at 25 Grafton Common Grafton, MA 01519 (the "Property")

**Loan Term & Amortization:** 300 months; with initial monthly payments of principal and interest of [REDACTED] on the first Mortgage and [REDACTED] per month with initial monthly payments of interest-only on the second mortgage.

**Interest Rate:** [REDACTED] per cent per annum attached to an index of

Federal Home Loan Bank Of Boston 5 year fully amortizing plus a [REDACTED] margin on the first mortgage. Additionally, the rate on the second mortgage shall be fixed at [REDACTED].

**Interest Rate** The interest rate shall be subject to review and adjustment  
**Adjustment Date:** 60 months from the date of the note and be subject to review and adjustment every 60 months thereafter.

**Fee:** No commitment fee shall apply. Homefield CU underwriting fee of \$500 shall apply.

**Collateral:** The mortgage note will be secured by first and second mortgages on the Property  
Also, the Borrower shall grant to Homefield Credit Union a collateral assignment of leases and rents for the Property. Such leases shall be acceptable to Homefield Credit Union in form and in substance to support the subject financing.

**Real Estate Taxes:** Homefield Credit Union may require the establishment of a real estate escrow account requiring 1/12 of the estimated taxes for the Property to be escrowed monthly for the payment of taxes.

**Title & Insurance:** Homefield Credit Union will require a Mortgage Title Insurance Policy on the Property totaling the amount of the loan, using the ALTA form issued by a title company approved by Homefield Credit Union. Homefield Credit Union's attorney will be responsible for obtaining said policy at your expense.

The Borrower shall also keep the Property insured with flood (if necessary), fire and broad extended coverage insurance written by a company satisfactory to Homefield Credit Union for 100 percent of the full replacement value which, in no event shall be less than the amount of the loan, unless specifically agreed to in writing by Homefield Credit Union. The Borrower will deposit with Homefield Credit Union such policies containing terms and conditions satisfactory to Homefield Credit Union as mortgagee under a standard mortgage clause. All policies

shall contain a provision requiring at least sixty (60) days advance notice to Homefield Credit Union before any policy cancellation or modification.

The Borrower shall also carry a prudent amount of liability insurance against any accident or occurrence in or on the Property, and certification of insurance shall be furnished to Homefield Credit Union. Mortgagee clause should read: Homefield Credit Union ISAOA ATIMA, 86 Worcester St. North Grafton, MA 01536.

**Transfer of Borrower's Interest:** Any collateral for the loan shall not be assigned or transferred by the Borrower without Homefield Credit Union's prior express written approval. No junior mortgages or encumbrances on the Property will be allowed without Homefield Credit Union's prior written consent.

**Approvals:** Homefield Credit Union will require a plot plan of the Property acceptable to the title insurance company if required to waive the survey exception in the title insurance policy.

Homefield Credit Union or its attorney may require further instruments, documents and assurances as may be determined prior to or at the closing including, but not limited to, a hazardous waste indemnification agreement.

**Inspections:** Homefield Credit Union or its authorized agent may inspect the Property during normal business hours during the term of the loan.

**Expenses:** If for any reason beyond the reasonable control of Homefield Credit Union, this commitment is terminated, and whether or not the loan closes, the Borrower agrees to pay all expenses, fees and charges in respect to the loan or in any way connected therewith, including legal fees to our attorney, title costs, recording costs, or any such customary expenses as have been normally and reasonably incurred in connection with the processing of the loan.

**Representations:** All representations made by the Borrower to Homefield

Credit Union with respect to obtaining the loan shall be deemed to be material and relied upon by Homefield Credit Union in issuing this commitment and shall survive the closing of the loan.

Any advancement, extension or loan of funds pursuant to this loan commitment will be made only if in the opinion of Homefield Credit Union there has been no material change of circumstance and if there exists no Event of Default as defined in any Loan Agreement and/or note(s) which may have been executed by you.

**Environmental Site Assessment:** This commitment may be subject to a satisfactory environmental site evaluation, at Borrower's expense, to be completed for the Property prior to the loan closing. Such evaluation shall indicate no presence or threat of release of oil or other hazardous materials as defined by M.G.L. 21E. The evaluation shall be performed by a Licensed Site Professional employed by a recognized engineering firm acceptable to Homefield Credit Union.

**Appraisals:** Approval of the financing is reliant upon a full appraisal. The subject financing shall not exceed \$640,000.00 or 80% of the value indicated in the appraisal, whichever is less.

**Hazardous Materials:** Homefield Credit Union shall require an Indemnification from the Borrower and the Guarantors against any loss or damage due to the presence, now or hereafter, of oil or hazardous materials. The loan documents shall provide that if the conduct of any activity, either actively or passively, in, on, or about the Property cause the Property to be contaminated by hazardous waste other than what is known, the same shall be reason for Homefield Credit Union, at its option, to declare the loan to be in default.

**Legal Opinions/ Expenses:** Disbursement of the loan proceeds is conditioned on the prior approval of all documents by Homefield Credit Union's counsel:

Michael Gatlin  
61 Nicholas Rd. B5  
Framingham, Ma. 01701

The responsibility of Homefield Credit Union 's attorney is to protect the interest of Homefield Credit Union, notwithstanding that the Borrower shall pay the legal fees of Homefield Credit Union 's counsel related to this transaction. Homefield Credit Union assumes no responsibility to the Borrower for the acts or omissions of Homefield Credit Union 's attorney. Borrower may, at its own expense, engage an attorney to represent its interest in this transaction.

**Other Documentation:** Homefield Credit Union or its attorney may require additional instruments, documents and assurances as may be determined prior to or at the closing including, but not limited to, a hazardous waste indemnification agreement.

**Financial Statements:** At any time prior to funding, Homefield Credit Union reserves the right to request and receive the most recent financial statement on the Property of the Borrower in a form acceptable to Homefield Credit Union. Failure to provide same will be a default under this commitment.

On an *annual* basis, Homefield Credit Union may request financial statements on the subject property in a form acceptable to Homefield Credit Union. The Borrower shall agree to provide Homefield Credit Union with other such financial information as Homefield Credit Union may request from time to time.

**Zoning, Land Use and Other Matters:** Zoning, title, building and sign permits must be complied with to the satisfaction of Homefield Credit Union's counsel. Homefield Credit Union and Homefield Credit Union's counsel shall be provided with proper evidence from a source acceptable to Homefield Credit Union's counsel that each phase of any reconstruction and renovations comply in all material respect with all applicable building, zoning and land use, environmental protection, sanitary and safety laws, rules and regulations.

**Statutory** This commitment is subject to and expressly conditioned

**Compliance:** upon applicable laws and regulations of all Federal, State and local authorities and such other regulatory agencies having jurisdiction over such matters.

**Prepayment:** The loan may be prepaid at any time during the term of the note with a prepayment penalty of 3% in year 1, 2% in year 2, and 1% in year 3 after which there will be no further penalty on Homefield Credit Union's portion of the loan.

**Closing:** If the loan does not close for any reason on or before Homefield Credit Union may retain all fees and the Borrower shall be liable for any and all expenses and damages incurred by Homefield Credit Union under this commitment and Homefield Credit Union shall have no further obligation to the Borrower.

**Special Provisions:** Borrower shall maintain its operating account for the Property with Homefield Credit Union for the life of the loan. All income derived from the operation of the Property shall be deposited into the aforementioned account, and all expenses related to the operation of the property shall be paid from the account.

**HOMEFIELD CREDIT UNION's Liability:** Any brokerage commission or finder's fee payable in connection with the securing of this Commitment or the Loan shall be paid by Borrower. By acceptance of this Commitment, Borrower hereby indemnifies Homefield Credit Union and its affiliates against claims of any brokers or finders arising in connection with this Commitment or the consummation of the Loan contemplated herein.

All conduct and decisions of Homefield Credit Union made in connection with this Commitment Letter and this transaction have been made in good faith by Homefield Credit Union and shall be binding upon the Borrower. "Good Faith" as used herein and in the Loan Documents contemplated hereby shall mean honesty in fact in the

conduct or transaction in question. By executing this Commitment Letter the Borrower and any and all Guarantors agree that they shall not commence any action for any claim against Homefield Credit Union under this Commitment or any Loan Agreement unless notice thereof, in writing, specifically setting forth the claim, shall have been given to Homefield Credit Union within fifteen (15) days of the occurrence of the event which is alleged to give rise to such claim. Failure to give such a notice shall constitute a waiver of any such claim.

Borrower, any Guarantor and Homefield Credit Union acknowledge that the potential damages suffered by the Borrower or the Guarantors as a result of the failure of Homefield Credit Union to make the loan described herein are inherently incapable of being calculated; accordingly, any liability of Homefield Credit Union hereunder shall be limited to liquidated damages, which is herein defined to be a return of Loan Commitment Fee paid by the Borrower. In no event shall Homefield Credit Union be liable to the Borrower or any Guarantor for consequential damages, no matter the nature of any breach by Homefield Credit Union in the obligations of Homefield Credit Union hereunder.

The Borrower and each Guarantor, which shall include their heirs, successors and/or assigns hereunder, hereby knowingly, voluntarily, intentionally and irrevocably waive any right they may have to a jury trial with respect to any litigation which may arise hereunder or under any Loan Agreement or other instrument or document resulting herefrom. It is acknowledged by the Borrower and each Guarantor, or their heirs, successors and/or assigns, that Homefield Credit Union, its representatives, agents or counsel has not represented, expressly or otherwise, that Homefield Credit Union would not enforce this waiver of a right to jury trial.

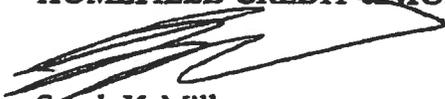
**Acceptance:** If you are in agreement with the terms and conditions outlined herein, please sign and return to Homefield Credit Union the original of this letter prior to the close of business on November 30th, 2015. Thereafter, Homefield

Credit Union's obligations under this commitment shall terminate and this commitment shall thereafter be null and void.

I appreciate this opportunity to be of assistance in this financing and look forward to working with you in the future.

Very truly yours,

**HOMEFIELD CREDIT UNION**



Sarah K. Miller  
Assistant Vice President Underwriting and compliance  
NMLS# 5548

**ACCEPTED:**

By:  \_\_\_\_\_  
("Borrower")

11-6-15  
Date

**ACCEPTED: (Individually)**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**Fees:**

Flood Cert: \$15.00

Credit Report: \$16.00

Appraisal: 2,850.00

Tax Service: \$176.00

Environmental: \$450.00

Underwriting: \$500

Commitment: \$0

SBA fees: TBD

Applicable attorney, settlement and recording fees

The following additional conditions apply:

Evidence of property insurance showing full replacement cost or [REDACTED] in coverage to be provided

ZIXcorp

Message Sent  
Secured by  
ZIXcorp

ZIX message  
center

jhunter866@gmail.com

Received: Oct 20, 2015 10:49 AM  
Expires: Nov 10, 2015 10:49 AM  
From: dboutin@baycolony.org  
To: jhunter866@gmail.com, avillatoro@homefieldcu.com  
Cc: mkmansfield@baycolony.org, bnichols@baycolony.org  
Subject: SBA Loan Approval

Attachments: Loan Authorization.pdf

This message was sent securely using ZixCorp.

Mr. Hunter,

Congratulations! The SBA has approved your SBA 504 Loan Application for financing to assist with the purchase of the property located in Grafton, MA. The attached SBA Loan Authorization outlines the terms and conditions of the approval. Our Closing Manager, Mary Mansfield, will be in contact with you shortly to provide a closing checklist. If you have any questions, please do not hesitate to contact us.

Sincerely,

Danielle R. Boutin | Vice President  
P: 781-249-7582 | F: 781-647-4950 | dboutin@baycolony.org  
Bay Colony Development Corp.  
230 Third Ave., 1<sup>st</sup> floor, Waltham, MA 02451  
<http://www.baycolony.org>

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U.S. Small Business Administration  
AUTHORIZATION FOR DEBENTURE GUARANTEE  
(SBA 504 LOAN)

SBA Loan #	[REDACTED]
SBA Loan Name	Hunters Grill & Tap @ The Grafton Inn
Approval Date	October 19, 2015

CDC:  
Bay Colony Development Corp.  
230 Third Avenue, 1st Floor  
Waltham, MA 02451

U. S. Small Business Administration (SBA):  
Massachusetts District Office  
O'Neill Federal Building  
10 Causeway Street, Room 265  
Boston, MA 02222-1093

SBA will guarantee, under the following terms and conditions, a 20 year Debenture ("Debenture") in the amount of [REDACTED] to be issued by CDC and used to fund a 504 Loan ("the Loan") to assist:

Borrower:

1. JJH Investments Inc. dba  
Hunters Grill & Tap @ The Grafton Inn  
25 Grafton Common  
Grafton, MA 01519

**A. PROJECT TO BE FINANCED**

**1. Project Property ("Project Property")**

Debenture Proceeds will be used as part of the financing for:

- a. the purchase of real estate, located at 25 Grafton Common, Grafton, MA 01519.

2. **Project Costs ("Project Costs") include:**

a. Purchase Land .....	\$0.00
b. Purchase Land & Building .....	[REDACTED]
c. Construction/Remodeling .....	\$0.00
d. Purchase/Install Equipment.....	\$0.00
e. Purchase/Install Fixtures .....	\$0.00
f. Refinanced Debt—Loan from:	
Total Refinanced Debt .....	\$0.00
g. Professional Fees.....	\$0.00
h. Other Expenses .....	\$0.00
(construction contingencies, interim interest)	
i. TOTAL Project Cost.....	[REDACTED]

**B. PROJECT FINANCING**

1. **Debenture Proceeds:** Debenture Proceeds will be used to pay Administrative Costs and the final 30.00% of the total Project Cost. Prior to the Debenture sale, the CDC conducts a 504 Loan Closing ("504 Loan Closing"), and forwards copies of the closing documents to SBA. After review and approval, CDC forwards the closing documents for Debenture Sale. At or prior to the 504 Loan Closing, Borrower and CDC must sign a Servicing Agent Agreement certifying as to the actual use of the Debenture Proceeds and authorizing a Central Servicing Agent ("CSA") to handle all disbursements and payments under the Debenture.

a. SBA/CDC Share: 30.00% of total Project Cost ("Net Debenture Proceeds")	[REDACTED]
b. Administrative Costs ("Administrative Costs")	
(1) SBA Guarantee Fee (a. x 0.000)	\$ 0.00
(2) Funding Fee (a. x 0.0025)	[REDACTED]
(3) CDC Processing Fee	
(i) CDC Processing Fee (a. x 0.015 )	[REDACTED]
(4) Closing Costs	
(i) CDC Closing Fee (not to exceed \$2,500)	[REDACTED]
(ii) Other Out of Pocket Closing Costs (excluding legal fees)	[REDACTED]
(5) Subtotal (b.1 through b.4)	[REDACTED]
(6) Underwriters Fee*	[REDACTED]
(7) Total (b.5 plus b.6)	[REDACTED]
c. Total Debenture Amount ("Gross Debenture Proceeds") (a. Plus b.7, rounded up to next thousand)	[REDACTED]
d. Balance to Borrower (c. minus (a. plus b.7))	[REDACTED]

\* Underwriters fee calculated as follows: For 20 year Debentures, the sum of a. and b.5 divided by 0.99600; round this number up to the next highest thousand; multiply this number by 0.00400. For 10 year Debentures, the sum of a. and b.5 divided by 0.99625; round this number up to the next highest thousand; multiply this number by 0.00375.

- e. **Disbursement:** CDC must issue a Debenture. The Debenture proceeds must be disbursed no later than 48 months from the approval date of this Authorization, unless extended by proper SBA procedures. If no debenture is disbursed within 48 months, this loan authorization will be cancelled by SBA. Extensions beyond the 48 month period will not be available.

**2. Interim Financing (paid off by the Debenture):**

- a. **Interim Lender:** An interim loan in the total principal amount of [REDACTED] will be provided by the following lender(s) ("Interim Lender"):
  - (1) Homefield Credit Union in the principal amount of [REDACTED]
- b. **Application of Net Debenture Proceeds to Interim Loan:** Upon sale of the Debenture, the Net Debenture Proceeds (the portion of Debenture Proceeds that finance Project Cost) will be applied to pay off the balance of the interim loan. If the Interim Lender is also the Third Party Lender, this payment will reduce the total balance owed to Third Party Lender to the amount specified in Paragraph B.3.a. below.
- c. **Required Certifications Before 504 Loan Closing:** Following completion of the Project, but no earlier than the 5th day of the month prior to the month in which the CDC submits this loan to SBA for debenture funding, CDC must cause Interim Lender to certify the amount of the interim loan disbursed, that the interim loan has been disbursed in reasonable compliance with this Authorization, and that it has no knowledge of any unremedied substantial adverse change in the condition of the Borrower since the date of the loan application to the Interim Lender.

**3. Permanent Third Party Lender Loan:**

- a. Homefield Credit Union ("Third Party Lender") will provide permanent project financing in the amount of [REDACTED] ("Third Party Lender Loan"). This amount is [REDACTED] of the total project cost.
- b. The Third Party Lender's note and loan documents must not:
  - (1) allow future advances except advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien;
  - (2) be cross-collateralized with other financing provided by Third Party Lender;
  - (3) have an early call feature;
  - (4) be payable on demand unless the Third Party Lender's note is in default;
  - (5) have a term less than, or require a balloon payment prior to, ten years;
  - (6) have any cross-default, "deem-at-risk," or any other provisions which allow Third Party Lender to make demand prior to maturity unless the Loan is in default.
- c. At or prior to 504 Loan Closing, Third Party Lender must execute a Third Party Lender Agreement that:
  - (1) Confirms that the Third Party Lender Loan has been fully advanced;
  - (2) Confirms that the Third Party Lender note and loan documents comply with paragraph b. above, or waives its right to enforce any provisions in the note and loan documents that do not comply with these SBA requirements;
  - (3) Subordinates any prepayment penalties, late fees, and increased default interest to the CDC/SBA lien. Any advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien need not be subordinated;

- (4) Waives as to the CDC/SBA lien any provisions in its lien instruments prohibiting further encumbrances;
  - (5) Third Party Lender will provide written notice to CDC and SBA of default within 30 days of any delinquency upon which Third Party Lender intends to take action, and 60 days notice prior to foreclosure; and
  - (6) Confirms no Third Party Lender shall establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA; and
  - (7) Confirms that the Third Party Lender Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.
- d. **Third Party Lender Fee.** SBA must collect a one-time Third Party Lender Participation fee equal to 50 basis points on the Third Party Lender's participation in a project when the Third Party Lender is in a senior credit position to SBA on the project. SBA may accept payment of this fee from the Third Party Lender, the 504 borrower, or the CDC. This payment may be made to SBA by (1) the Third Party Lender sending to the CDC a certified check or guaranteed funds check made payable to the CSA, and CDC forwarding it to the CSA with the 504 Loan Closing documentation, or (2) the CDC may collect the fee and the CSA will deduct the amount of the fee from the amount sent to the CDC after Debenture sale.
4. **Borrower's Contribution ("Borrower's Contribution"):**
- a. At or prior to 504 Loan Closing, Borrower must contribute [REDACTED] to the Project. This amount is 20.00% of the total project cost.
    - (1) Contribution may be in cash, land or other property acceptable to SBA;
    - (2) Contribution may come from Borrower's own resources, CDC, or another source;
    - (3) If any of the contribution is borrowed and secured by any of the Project Property, the resulting obligation must be expressly subordinate to the liens securing the Promissory Note ("Note") in favor of CDC and may not be repaid at a faster rate than the Note unless prior written approval is obtained from SBA. A copy of any debt instrument evidencing the obligation must be supplied to CDC at or prior to 504 Loan Closing.
  - b. **Costs in Excess of Project Cost:** Borrower must pay any costs in excess of the total Project Cost referred to in Paragraph A.2 which Borrower incurs in completing the Project.
  - c. **Closing Costs:** At or prior to 504 Loan Closing, Borrower must pay all closing costs, including but not limited to title insurance premiums, recording costs, and premiums for insurance required by this Authorization.
5. **Borrower's Fees ("Borrower's Fees")—Borrower must pay:**
- a. An ongoing guarantee fee equal to [REDACTED] of one percent per annum of the principal balance of the Note calculated at five-year intervals beginning with the first payment. This guarantee fee will be made until the loan is terminated. It will be included with the payment on the Note made each month to the CSA.
  - b. A servicing fee, as stated on the Servicing Agent Agreement at the time of 504 Loan Closing, calculated on the outstanding principal balance at five-year intervals. The fee will be included in the monthly loan installment paid to the CSA.

- c. A late fee of 5 percent of the late payment or \$100.00, whichever is greater, for payments received by the CSA after the 15th day of the month.

**6. CDC Fee**

- a. **Ongoing Guarantee Fee**—CDC must pay an ongoing guarantee fee equal to one-eighth of one percent per annum of the principal balance of the Note calculated on the balance outstanding at five-year intervals. It will be deducted from the servicing fee collected monthly by the CSA for the CDC. The CDC will retain a minimum servicing fee as required by SBA regulations and policies.

**C. THE NOTE**

At or prior to 504 Loan Closing, the Borrower must execute a Note in favor of CDC. The CDC must assign the Note to SBA. Borrower must make payments by Automated Clearinghouse (ACH) or wire transfer.

The Note and Debenture will include the following terms:

1. **Amount:** [REDACTED]
2. **Term:** [REDACTED]
3. **Repayment Terms:** At the date the Debenture is sold, the interest rate will be set and the amount of the monthly principal and interest installment for the term of the Note and the semi-annual principal and interest installment for the term of the Debenture will be established.
4. **Prepayment:** If Borrower prepays during the first half of the stated term, there will be a prepayment premium, calculated by applying a declining percentage of the Debenture interest rate to the outstanding principal balance of the Note. A schedule of the dollar amount of the premium will be provided after the sale of the Debenture.

The Borrower may prepay the Note or Lease in full. Partial prepayment is not allowed. Borrower must pay the sum of:

- a. all principal and interest payments, servicing-agent fees, and SBA guarantee fees up to and including the date of the next semi-annual debenture payment date;
- b. all CDC servicing fees that accrue before Borrower prepays;
- c. all late fees incurred before Borrower prepays;
- d. all expenses incurred by CDC for which Borrower is responsible;
- e. the balance owing on the Note as of the next semi-annual debenture payment date; and
- f. any prepayment premium required under the Note and Debenture.

To prepay, Borrower must give prior written notice to the CDC according to the terms of the Note.

#### D. COLLATERAL CONDITIONS

The Note must be secured by the following collateral. All collateral must be assigned to SBA. CDC must obtain a lien on 100% of the interests in the following collateral and properly perfect all lien positions:

1. **Second Mortgage (including due on sale clause, water rights, if any and assignment of rents) on land and improvements located at 25 Grafton Common, Grafton MA 01519. This property is commercial.**
  - a. Subject only to prior lien(s) as follows:
    - (1) First: Homefield Credit Union in the amount of [REDACTED]
  - b. Prior open ended lien(s) closed in writing according to applicable state law. Revolving line(s) of credit limited in writing to the amount stated.
  - c. Statutory Condition and the Statutory Power of Sale language required.
  - d. Evidence of title and priority of lien must be based upon:
    - (1) ALTA Loan Policy, insuring CDC and assigns, in the amount of [REDACTED]
  - e. CDC must obtain in recordable form written subordination agreements from any tenants occupying any of the Project real property required as collateral. Appropriate subordination language may be included in the Lease as an alternative.
  - f. At the time of Closing, either:
    - (1) there must be no contractor's, mechanic's or materialman's lien on the Property, including a lien which might possibly be filed after Closing, which would impair the stated priority of the CDC/SBA lien, and there must be no other circumstances adversely affecting the value of the property; or,
    - (2) no exception for these in the title insurance commitment/policy, or
    - (3) The title insurance company must provide affirmative coverage to CDC and SBA over any such exceptions, affording reasonably adequate protection against material loss arising from such exceptions. In addition, the title insurance company must provide such endorsements as CDC or SBA deems necessary to protect CDC and SBA reasonably against material loss arising from any other exceptions. In states where a survey is customarily provided for title insurance coverage, Borrower must also provide a survey certified to SBA/CDC, or a prior survey acceptable to SBA/CDC and the title insurer and a satisfactory survey affidavit of no change.
2. **Guarantee on SBA Form 148, by James J. Hunter, resident in Massachusetts.**

**Assignment to SBA.** CDC must execute a satisfactory written assignment to SBA of its interest in the Note, lease and all collateral documents executed by the Borrower and guarantors.

The following language must appear in all lien instruments including Mortgages, Deeds of Trust, and Security Agreements:

*"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:*

- a) *When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.*

- b) *CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.*

*Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."*

## E. ADDITIONAL CONDITIONS

### 1. Insurance Requirements

Prior to 504 Loan Closing, CDC must require Borrower to obtain the following insurance coverage and maintain this coverage for the life of Loan:

- a. **Flood Insurance.** Based on the Standard Flood Hazard Determination (FEMA Form 81-93):
- (1) If any portion of a building that is collateral for the Loan is located in a special flood hazard area, CDC must require Borrower to obtain flood insurance for the building under the NFIP.
  - (2) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is collateral for the Loan, CDC must require Borrower to also obtain flood insurance for the Personal Property Collateral under the NFIP.
  - (3) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is not collateral for the Loan, CDC must require Borrower to obtain available flood insurance for the Personal Property Collateral. CDC may request a waiver of this requirement from the Sacramento Loan Processing Center. The CDC must submit with its request a written justification that fully explains why flood insurance is not economically feasible or, if flood insurance is not available, the steps taken to determine that it is not available.

Insurance coverage must be in amounts equal to the lesser of the insurable value of the property or the maximum limit of coverage available. Insurance coverage must contain a MORTGAGEE CLAUSE/LENDER'S LOSS PAYABLE CLAUSE (or substantial equivalent) in favor of CDC. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. (Borrower will be ineligible for any future SBA disaster assistance or business loan assistance if Borrower does not maintain any required flood insurance for the entire term of the Loan.)

- b. **Real Estate Hazard Insurance** coverage on all business real estate that is collateral for the Loan in the amount of the full replacement cost. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of CDC and SBA. This clause must provide that any action or failure to act by the mortgagor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or

endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.

c. **Life Insurance, satisfactory to CDC:**

(1) on the life of James J Hunter in the amount of [REDACTED]

CDC must obtain a collateral assignment of each policy with CDC and SBA as assignees. CDC must also obtain acknowledgment of the assignment by the Home Office of the Insurer. CDC must assure that Borrower pays the premium on the policy.

2. **Environmental Requirements**

a. CDC must not close the Loan until it has:

(1) completed the review for potential environmental contamination required in SOP 50-10(5) ("Environmental Investigation") on each business real property site taken as collateral; and

(2) sufficiently minimized the risk from any adverse environmental findings discovered in the Environmental Investigation, or otherwise, as required by SOP 50-10(5), Subpart C, Chapter 3 (Environmental Policies and Procedures) and applicable appendices.

b. Immediately after CDC review, the CDC must submit the results of the Environmental Investigation to SBA's Sacramento Loan Processing Center for SBA approval prior to 504 Loan Closing. If CDC or SBA determines from the Environmental Investigation that there is potential environmental contamination, CDC may not forward the Debenture until SBA is satisfied that the risk has been sufficiently minimized. Adverse environmental findings may lead to cancellation of this Authorization.

c. CDC should consult with the local SBA office where the real property collateral is located to ascertain any state or local environmental requirements.

3. **Borrower, Guarantor and Operating Company Documents**

a. Prior to 504 Loan Closing, CDC must obtain from Borrower, Guarantor and Operating Company a current copy of each of the following as appropriate:

- (1) **Corporate Documents**—Articles or Certificate of Incorporation (with amendments), any By-laws, Certificate of Good Standing (or equivalent), Corporate Borrowing Resolution, and, if a foreign corporation, current authority to do business within this state.
- (2) **Limited Liability Company (LLC) Documents**—Articles of Organization (with amendments), Fact Statement or Certificate of Existence, Operating Agreement, Borrowing Resolution, and evidence of registration with the appropriate authority.
- (3) **General Partnership Documents**—Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable.
- (4) **Limited Partnership Documents**—Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable, Certificate of Limited Partnership, and evidence of registration with the appropriate authority.
- (5) **Limited Liability Partnership (LLP) Documents**—Partnership Agreement, Certificate as to Partners, Certificate of Partnership or Good Standing (or equivalent) as applicable, and evidence of registration with the appropriate authority.

- (6) **Trustee Certification**—A Certificate from the trustee warranting that:
    - (a) The trust will not be revoked or substantially amended for the term of the Loan without the consent of SBA;
    - (b) The trustee has authority to act;
    - (c) The trust has the authority to borrow funds, guarantee loans, and pledge trust assets;
    - (d) If the trust is an Eligible Passive Company, the trustee has authority to lease the property to the Operating Company;
    - (e) There is nothing in the trust agreement that would prevent CDC from realizing on any security interest in trust assets;
    - (f) The trust agreement has specific language confirming the above; and
    - (g) The trustee has provided and will continue to provide SBA with a true and complete list of all trustors and donors.
  - (7) **Trade Name**—Documentation that Borrower has complied with state requirements for registration of Borrower's trade name (or fictitious name), if one is used.
- b. Prior to 504 Loan Closing, CDC must obtain from Borrower and Operating Company:
- (1) **Ownership**—Evidence that ownership and management have not changed without CDC's approval since the application was submitted.
  - (2) **Other Funding (loan)**—Evidence that Borrower has received the proceeds of a loan from Homefield Credit Union in the amount of [REDACTED], for a term of not less than 7 years.

#### 4. Operating Information

Prior to 504 Loan Closing, CDC must obtain:

- a. **Verification of Financial Information**—CDC must submit IRS Form 4506-T (SBA version) to the Internal Revenue Service to obtain federal income tax information on Borrower, or the Operating Company if Borrower is an EPC, for either the last 2 or 3 years (unless Borrower or Operating Company is a start-up business) depending upon the number of years and number of annual financial statements used to substantiate size eligibility. If the business has been operating for less than 3 years, CDC must obtain the information for all years in operation.

This requirement does not include tax information for the most recent fiscal year if the fiscal year-end is within 6 months of the date SBA received the application. CDC must compare the tax data received from the IRS with the financial data or tax returns submitted with the Loan application, and relied upon in approving the Loan. Borrower must resolve any significant differences to the satisfaction of CDC and SBA. Failure to resolve differences may result in cancellation of the Loan.

If the Loan involves a change of ownership, CDC must verify financial information provided by the seller of the business in the same manner as above.

If CDC does not receive a response from the IRS or copy of the tax transcript within 10 business days of submitting IRS Form 4506-T, then CDC may close the Loan prior to completing this verification, provided that CDC has submitted IRS Form 4506-T to the IRS no later than 10 business days from the date of this Authorization. However, CDC must send a second request following precisely the procedures detailed in SOP 50-10(5) and must perform the verification and resolve any significant differences discovered, even if the loan is fully disbursed.

- b. **Authority to Conduct Business**—Evidence that the Borrower has an Employer Identification Number and any authorization necessary to legally operate the business.
- c. **Flood Hazard Determination**—A completed Standard Flood Hazard Determination (FEMA Form 81-93).

**5. Injection into the Business (in addition to Borrower's Contribution)**

CDC must obtain evidence that prior to 504 Loan Closing:

- a. **Cash Injection**—At least [REDACTED] cash has been injected into the business as equity capital. This cash is for Opening day cash.

**6. Appraisal**

Prior to 504 Loan Closing, and in accordance with SOP 50-10(5), CDC must obtain and submit to SBA:

- a. **Real Estate Appraisal on the Project** real property located at 25 Grafton Common, Grafton MA 01519. If the appraised fair market value is less than [REDACTED], Borrower must provide additional investment, additional collateral, or reduce the size of the Project as appropriate.

**7. Certifications and Agreements**

- a. At or prior to 504 Loan Closing, CDC must require Borrower to certify that:
  - (1) **No Adverse Change**—Since the date of application there has been no unremedied substantial adverse change in the financial condition of Borrower and Operating Company or their ability to repay the Project financing, including the Note. Borrower must also supply to CDC accurate financial statements, current within 120 days of 504 Loan Closing.
  - (2) **Child Support**—No principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (a) administrative order, (b) court order, or (c) repayment agreement requiring payment of child support.
  - (3) **Current Taxes**—Borrower is current on all federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes, and sales taxes.
  - (4) **Environmental**—For any real estate pledged as collateral for the Loan or where the Borrower is conducting business operations (collectively "the Property"):
    - (a) At the time Borrower submitted the Loan application, Borrower was in compliance with all local, state, and federal environmental laws and regulations pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product, or any other pollutant regulated by state or federal law as hazardous to the environment ("Contaminant"), and regarding any permits needed for the creation, storage, transportation or disposal of any Contaminant;
    - (b) Borrower will continue to comply with these laws and regulations;
    - (c) Borrower, and all of its principals, has no knowledge of the actual or potential existence of any Contaminant that exists on, at, or under the Property, including groundwater, other than what was disclosed in connection with the Environmental Investigation of the Property;
    - (d) Until full repayment of the Loan, Borrower will promptly notify Lender and SBA if it knows or suspects that there has been, or may have been, a release of a

Contaminant in, at, or under the Property, including groundwater, or if Borrower or such Property is subject to any investigation or enforcement action by any federal, state, or local environmental agency ("Agency") pertaining to any Contaminant on, at, or under such Property, including groundwater;

- (e) As to any Property owned by Borrower, Borrower indemnifies, and agrees to defend and hold harmless, Lender and SBA, and any assigns or successors in interest which take title to the Property, from and against all liabilities, damages, fees, penalties or losses arising out of any demand, claim or suit by any Agency or any other party relating to any Contaminant found on, at, or under the Property, including groundwater, regardless of whether such Contaminant resulted from Borrower's operations. (Lender or SBA may require Borrower to execute a separate indemnification agreement).

b. At or prior to 504 Loan Closing, CDC must require Borrower to certify that it will:

- (1) **Reimbursable Expenses**—Reimburse CDC for expenses incurred in the making and administration of the Loan.
- (2) **Books, Records, and Reports**-
  - (a) Keep proper books of account in a manner satisfactory to CDC;
  - (b) Furnish year-end statements to CDC within 120 days of fiscal year end;
  - (c) Furnish additional financial statements or reports whenever CDC requests them;
  - (d) Allow CDC or SBA, at Borrower's expense, to:
    - [1] Inspect and audit books, records and papers relating to Borrower's financial or business condition; and
    - [2] Inspect and appraise any of Borrower's assets; and
    - [3] Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower, upon request by CDC or SBA.
- (3) **Equal Opportunity**—Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.
- (4) **American-made Products**—To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.
- (5) **Taxes**—Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.
- (6) **Occupancy**—Occupy, at all times during the term of the Loan, at least 51% of the total Rentable Property and 100% of the renovated Rentable Property. Borrower will not use Loan proceeds to improve or renovate any of the property leased to third parties.

c. Prior to 504 Loan Closing, CDC must require Borrower to certify that it will not, without prior written consent of CDC and SBA:

- (1) **Distributions**—Make any distribution of company assets that will adversely affect the financial condition of Borrower.
- (2) **Ownership Changes**—Change the ownership structure or interests in the business during the term of the Note, provided that, commencing six months after the Debenture sale, Borrower may have one or more changes in ownership without approval of SBA so long as the cumulative change over the term of the Note is less than five percent (5%).
- (3) **Transfer of Assets**—Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.

- (4) **Conflict**—Or any of its affiliates acquire, directly or indirectly, in excess of a 10% ownership or interest in CDC during the term of the Debenture. If this type of acquisition occurs the Debenture will immediately become due and payable in full.

**F. DEBENTURE SALE CONDITIONS**

1. SBA will not authorize the sale of the Debenture until SBA is satisfied that:
  - a. there has been no unremedied adverse change in the financial condition, organization, management, operations, or assets of Borrower ;
  - b. all the terms and conditions of this Authorization have been met, and;
  - c. Borrower and the CDC have complied with their responsibilities as listed below.
  
2. IT IS BORROWER'S RESPONSIBILITY TO:
  - a. Comply with other conditions, outside the Authorization, that are reasonably imposed by CDC.
  - b. Cooperate fully with CDC and SBA in closing the Loan and obtaining necessary certifications and documents.
  - c. Comply with the closing instructions provided by CDC and SBA.
  - d. Execute all documents required by CDC and SBA. All documents required to be produced by the Borrower must be satisfactory to SBA in form and substance.
  - e. Submit all required documents to CDC counsel sufficiently in advance of 504 Loan Closing (as directed by CDC counsel).
  - f. Certify that all elements of Project Costs have been paid in full and how they were paid.
  - g. Certify that any bankruptcy or insolvency proceeding involving, or pending lawsuit against, Borrower, Operating Company or any of their principals has been disclosed in writing to CDC.
  
3. IT IS CDC'S RESPONSIBILITY TO:
  - a. Close the Loan in accordance with the terms and conditions of this Authorization.
  - b. Obtain valid and enforceable Loan documents and all required lien positions. This includes obtaining the signatures or written consent of any obligor's spouse if such consent or signature is necessary to bind the marital community or create a valid lien on marital property.
  - c. Obtain all necessary certifications.
  - d. Obtain a legal opinion from CDC counsel or Borrower's counsel if there is one, acceptable to CDC and SBA, verifying:
    - (1) that all Borrower or guarantor entities (other than natural persons) are properly organized, in good standing, validly existing, and have the authority to borrow or guarantee;
    - (2) that the documents executed by the Borrower and guarantors have been authorized, executed, and delivered by an authorized person, and are valid and binding obligations, enforceable in accordance with their respective terms; and
    - (3) opinions as to such other matters as CDC and SBA may require.

- e. Certify to SBA that there has been no substantial unremedied adverse change in the Borrower's financial condition, organization, operation, or assets, as set forth on the CDC Certification (SBA Form 2101).
- f. Certify that all elements of Project Costs have been paid in full and that the Interim Lender, Third Party Lender, Borrower, and CDC have each contributed to the Project in the amount and manner authorized by SBA.
- g. Properly complete all closing documents using SBA Required Forms. CDC may use its own forms except as otherwise instructed in this Authorization. CDC must use the following forms for the Loan:

Opinion of CDC Counsel (Appendix D to the National 504 Authorization Boilerplate)  
SBA Form 2101, CDC Certification  
SBA Form 1505, SBA Note  
SBA Form 1504, Debenture  
SBA Form 159 (504), Compensation Agreement, for each representative  
SBA Form 1528, CDC Board Resolution  
SBA Form 1506, Servicing Agent Agreement  
SBA Form 722, Equal Opportunity Poster  
SBA Form 2286, 504 Debenture Closing Checklist  
SBA Form 2287, Third Party Lender Agreement  
SBA Form 2288, Interim Lender Certification  
SBA Form 2289, Borrower and Operating Company Certification  
IRS Form W-9

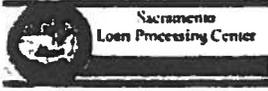
CDC may use computer-generated versions of mandatory SBA Forms, as long as these versions are exact reproductions.

- h. Submit Form 2286, the 504 Debenture Closing Checklist, and copies of required documents from the checklist for SBA review and approval by the deadlines established by SBA for each Debenture sale.
4. **Compensation Agreement.** At Closing, CDC and Borrower must provide an SBA Form 159 (504) from each agent, as described in the form, that assisted the Borrower to obtain the Loan, indicating the amount of each fee.
  5. **Completion of Debenture and Note Terms.** Borrower and CDC authorize CDC, SBA and/or CSA to date and otherwise complete any terms of the Debenture, Note, or Loan Documents which were incomplete at the time of their execution as soon as such terms become known to them.

ADMINISTRATOR  
SMALL BUSINESS ADMINISTRATION

10/19/2015

X



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Signed by: DOUGLAS BICE

October 19, 2015

By: Authorized SBA Representative

Date

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SBA Loan Number: [REDACTED]  
SBA Loan Name: Hunters Grill & Tap @ The Grafton Inn

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(504 Wizard 2009.1 (w7))

**ACCEPTANCE BY BORROWER AND CDC:**

In consideration for the provision by SBA of financial assistance to CDC for the benefit of Borrower, and intending to be bound, Borrower and CDC accept and agree to comply fully with the terms and conditions of this Authorization for Debenture Guarantee. Each person signing below represents and warrants that he or she is fully authorized to execute this Authorization in the capacity indicated.

This Authorization should be executed by all parties within 10 days of Loan approval.

The terms and conditions of this Authorization survive 504 Loan Closing and Debenture sale.

BAY COLONY DEVELOPMENT CORP.

*(Corporate Seal if Required)*

---

By (name, title): Date

---

Attest or Witness, as required (name, title): Date

JJH INVESTMENTS INC.

*(Corporate Seal if Required)*

---

By (name, title): Date

---

Attest or Witness, as required (name, title): Date



If the Board is in agreement, the Board will vote to sign the Scanlon & Associates contract for June 30<sup>th</sup>, 2016, 2017 & 2018.



**AUDIT ENGAGEMENT LETTER**

February 1, 2016

Town of Grafton  
Grafton, Massachusetts

We are pleased to confirm our understanding of the services we are to provide the Town of Grafton for the year ended June 30, 2016, 2017 and 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Grafton as of and for the year ended June 30, 2016, 2017 and 2018. Accounting standards generally accepted in the United States of America provide certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Grafton's basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Grafton's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis.  
Schedule of Pension and OPEB Funding Progress and Employer Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Grafton's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Schedule of Expenditures of Federal Awards  
Schedule of Revenues, Expenditures and Changes in Fund Balances – Non  
major Governmental Funds  
Schedule of Property Taxes  
Schedule of Excise Taxes  
Schedule of Tax Liens

8 Tina Drive  
S. Deerfield, MA 01373

413.665.4001 (t)  
413.665.0593 (f)

579 Pleasant Street  
Paxton, MA 01612

508.752.3337 (t)  
508.752.3348 (f)

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## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## **Management Responsibilities**

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards,

and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of

expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriations of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Grafton's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the

objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Grafton's major programs. The purpose of these procedures will be to express an opinion on the Town of Grafton's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Scanlon & Associates, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Scanlon & Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or any additional period requested by the Cognizant or Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

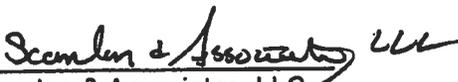
Thomas J. Scanlon, Jr is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be as follows:

<u>Fiscal Year</u>	<u>Audit Fee</u>	<u>School EOYR</u>
2016	\$ 27,000	\$ 4,000
2017	27,000	4,000
2018	28,000	4,000

We appreciate the opportunity to be of service to the Town of Grafton and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copies, retain one for your files and return one to us.

Very truly yours,

  
Scanlon & Associates, LLC  
Certified Public Accountants

**RESPONSE:**

This letter correctly sets forth the understanding of the Town of Grafton

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

If the Board is in agreement, the Board will vote to sign the memorandum of understanding from the Cable Oversight Committee for the old police station.



## TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD  
GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

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Memorandum of Understanding  
(Old Grafton Police Station)  
26 Providence Rd  
Grafton, MA 01519

**Background:** The Grafton Cable Television Oversight Committee (hereinafter referred to as the “Committee”) is exploring the possibility of using the former police station located at 26 Providence Road, Grafton, MA for Grafton Community Television’s headquarters, studios and offices. Accordingly, the Committee is engaging an architectural firm which will prepare a feasibility study on the old police station for above stated purposes. Upon completion of the feasibility study and upon a review of additional factors including build-out costs and financing, the Committee may (or may not) conclude that the old police station could be used by Grafton Community Television.

**Interim Agreement – Feasibility Study Period until June 30, 2017:** While the Committee is conducting the feasibility study and evaluating the possible conversion of the old police station to Grafton Community Television’s headquarters, Grafton Community Television agrees to pay monthly rent (through an accounting offset to the Cable Fund Account) in the amount of One Thousand Two Hundred (\$1,200.00) dollars per month, payable on the first of each month. In addition to the monthly rent, the Grafton Community Television will assume responsibility for payment of utilities for the building. The Town will continue to provide snow plowing and sanding as it deems appropriate in order to access the petroleum tanks and pumps at the site.

**Long Term Agreement – Relocation of GCTV Headquarters:** Should the Committee decide that it would be feasible to relocate Grafton Community Television’s headquarters to the old police station and if the Committee is able to obtain the necessary funding for renovations, the Committee and the Board of Selectmen will enter into a ten (10) year lease on the building at a monthly rental rate of Two Thousand One-Hundred Sixty (\$2,160.00) dollars per month. In addition to the monthly rent, the Grafton Community Television will assume responsibility for payment of utilities for the building. The Town will continue to provide snow plowing and sanding as it deems appropriate in order to access the petroleum tanks and pumps at the site. Grafton Community Television will make such repairs as the Building Inspector reasonably requires prior to occupying the Old Police Station. Grafton Community Television may undertake at its sole cost and expense renovations of the building, provided, however, that such work is performed in accordance with all applicable building codes, no such work is performed without the prior notice to and approval by the Board of Selectmen and Grafton Community Television shall cause to be discharged all mechanic's or material men’s liens placed on the Old Police Station on account of the construction of such buildings and improvements. Unless otherwise agreed to by the Board of Selectmen, all alterations, improvements and new construction shall remain as leasehold improvements and an integral part of the old police station should Grafton Community Television cease occupation.

The Board of Selectmen shall have the right at any time and from time to time, with reasonable advance notice, to enter the old police station for any purpose including the right to inspect and monitor activities hereunder. The Board of Selectmen shall not exercise this right of entry in a manner that interferes with Grafton Community Television's use and occupancy of the old police station.

TOWN OF GRAFTON  
By its Board of Selectmen

GRAFTON CABLE OVERSIGHT COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

If the Board is in agreement, the Board will vote to allow the Town Administrator to sign the Fin & Feather Sports contract for the winter and spring session for the Recreation Department.

# TOWN OF GRAFTON<sup>1</sup>

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**DATE: SEPTEMBER 29, 2015**

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

## **FIN & FEATHER SPORTS**

Jeff LeClaire

10 Milford Street  
Upton, MA 01568

508-529-3901

finfeather@verizon.net

**1. This is a Contract for the procurement of the following:**

This is a four day outdoor clinic consisting of ice fishing, tracking, fire building, snowshoeing, and cooking, etc in the winter session, February 16-19, 2016, and fishing, archery, hiking, canoeing, etc in the spring session, April 19-22, 2016. Minimum of 5 children; 40 max in the winter session, 60 max in the spring session.

**2. The Contract price to be paid to the Contractor by the Town is:**

\$190.00 per person. Not to exceed \$19000.00.

**3. Payment will be made as follows:**

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

**4. Definitions:**

4.1 **Contract Documents:** All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 **Date of Substantial Performance:** The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 **Services:** shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

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<sup>1</sup> Contract Short Form Recreation and School Departments\_Services Less than \$25,000.00

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before November 1, 2015, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will

adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MILA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

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

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

Timothy McInerney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

*Jeffrey LeClair* 2/4/16

*Fin + Feather owner*

*Jeffrey Leclair*

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by: Jeffrey LeClaire  
Print Name  
Owner  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
Jeffrey A LeClaire, authorized signatory for  
name of signatory  
Fin + Feather, whose  
name of contractor  
principal place of business is at 10 Milford St. Upton MA,  
does hereby certify under the pains and penalties of perjury  
that Fin & Feather Sp. Co. has  
name of contractor  
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of  
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and  
remitting child support.

Mr. Jim Gallagher would like to address the Board with traffic concerns.

January 19, 2016

Mr. McInerney,

I request to be placed on the agenda to address the Board of Selectmen. I am the Chairman of the Parish Council of Saint Mary Church and have a Council meeting already scheduled on Tuesday, February 9, 2016 so I respectfully request an appearance on a subsequent date.

I will be making a request on behalf of the residents of Hollywood Gardens.

Please advise the date and time that I will be able to address the Board. Your assistance on this request is most appreciated.

Yours truly,



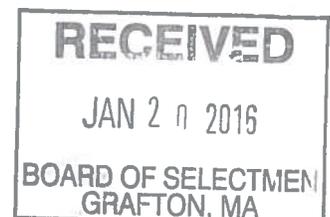
Jim Gallagher

31 Hollywood Drive

North Grafton, Massachusetts 01536

(508) 839-5890

[Irishjimgal@verizon.net](mailto:Irishjimgal@verizon.net)



The 2017 Budget will be discussed.

There will be a CPC update discussion.

The Planning Board would like to have a Joint Meeting with the Board of Selectmen. The dates they propose are as follows: March 8 or March 14.

If the Board is in agreement, the Board will vote to approve the meeting minutes of February 2, 2016.



# TOWN OF TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1100 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

## BOARD OF SELECTMEN MEETING MINUTES

February 2, 2016  
Municipal Center, Conference Room A  
7:00 p.m.

### CALL TO ORDER

A regular Board of Selectmen meeting was called to order at 7:02 PM. Present: Craig Dauphinais, Jennifer Thomas, Bruce Spinney, Dennis Flynn, Brook Padgett, Tim McInerney, Doug Willardson and Laura St.John-Dupuis.

### SCHEDULE

**Vote to approve the issuance and details of bonds and notes to the Massachusetts Clean Water Trust under Financing Agreement Nos. CW-15-14-A and CW-15-14 and a vote of the Town passed October 20, 2014 (Article 15), and sign related documents.**

Mr. Spinney read the Vote of the Board of Selectmen which became the motion. Mr. Padgett seconded. All were in favor.

### RESIGNATIONS

#### **Barbara Lapoint – Council of Aging**

Mr. Flynn made a motion to accept the resignation of Barbara Lapoint from the Council on Aging. Mr. Padgett seconded. All were in favor.

#### **Carrie Ann Hogan – Library Board of Trustees**

Mr. Spinney made a motion to accept the resignation of Carrie Ann Hogan from the Library Board of Trustees. Mr. Padgett seconded. All were in favor.

### APPOINTMENTS

One Provisional Lieutenant – Neil Minardi

Two Provisional Sergeants- Crosby & O'Rourke

48 Mr. Spinney made a motion to appoint Mr. Neil Minardi to provisional lieutenant and  
49 James Crosby and Liam O'Rourke to provisional sergeants. Mr. Thomas seconded. All  
50 were in favor.

51

52 **Vote to Sign Chapter 90 Adams Rd & Institute Road Drainage Design**

53

54 Mr. Spinney made a motion to sign Chapter 90 for Adams Road & Institute Road  
55 drainage design. Ms. Thomas seconded. All were in favor.

56

57 **Sign Warrant for the 2016 State Primary**

58

59 Mr. Spinney made a motion to sign the warrant for the 2016 state primary. Mr. Padgett  
60 seconded. All were in favor.

61

62 **SELECTMEN REPORT**

63

64 Mr. Flynn stated he had been notified about topsoil that had been removed from the Old  
65 Westboro Road fields and stated that he was advised that the soil was being used to  
66 complete a project at the Lion's Club pool and would like more information. Mr.  
67 McInerney stated that 80,000CY of material came from the lot that is where the high  
68 school is now located. The Lion's Club is using about 5,000CY of material. This soil has  
69 a small trace of arsenic in it. Mr. McInerney further stated that per state law, this soil  
70 cannot be moved out of Worcester County due to the arsenic being present in the soil.

71

72 Mr. Phil Brooks of 21 East Street addressed the Board. Mr. Brooks stated that the loam  
73 was hauled up to Old Westboro Road and was being used to fill in the old swimming  
74 hole. Mr. Brooks stated that he feels that the Town is using good loam for fill and feels it  
75 is a big waste. Mr. Dauphinais asked if Lion's Club is filling in the swimming hole and  
76 the pond. Mr. McInerney stated he asked Brian Szczurko about the cost for this. Mr.  
77 Szczurko informed Mr. McInerney that it was about \$180K. If we wanted them to bring  
78 in their own material it would be \$300k. Mr. Dauphinais stated the material is free to the  
79 Town because it is our material. The Town would have to be a separate business to sell  
80 the loam, someone would have to manage it. Mr. Dauphinais stated that the the Town  
81 should look to see what's left and move the loam somewhere to hold it so that the Town  
82 can use it for the DPW building if we ever get there.

83

84 **TOWN ADMINISTRATOR REPORT**

85

86 Mr. McInerney provided his report:

87

88 Town Meeting, February 8<sup>th</sup> at 7pm in the High School Auditorium for Electricity  
89 Aggregation

90

91 The Affordable Housing Trust will have a workshop meeting with entire community on  
92 March 3<sup>rd</sup> 7-9:30 at the South Grafton Community House.

93

94 The Stowe Road project is being developed in terms of its design, stormwater layout  
95 and basins. The Town hopes to go out to bid in May or in June.

96  
97 The Board will have a meeting February 11<sup>th</sup> at 7pm Fire Safety Analysis with Town  
98 Council.

99  
100 Mr. Willardson reminded the Board of Thursday night's meeting for School Department.

101  
102 **CORRESPONDENCE**

103  
104 Board & Committee Vacancies

105  
106 Mr. Spinney read the list of Board & Committee Vacancies.

107  
108 **DISCUSSION**

109  
110 Spectra Energy – Pipeline Concerns -Dennis Flynn

111  
112 Mr. Flynn stated that the Board received correspondence from Town Council regarding  
113 the Algonquin pipeline and wondered if Town Council provided a report yet. Mr.  
114 Willardson stated that he attended the open house with Spectra Energy/Algonquin Gas  
115 on McGill Drive at the Country Club and spoke to Mr. Jon Bonsall who was at the  
116 meeting.

117  
118 Mr. Willardson further stated that Town Council's main point was the AG report that was  
119 conducted stating the pipeline may not be needed. However, after speaking to Mr.  
120 Bonsall of Spectra Energy/Algonquin Gas, the AG report does not address the laterals,  
121 which is what would be coming through Grafton. The study is kind of an outlier and the  
122 AG's office report recommends burning more coal on peak days.

123  
124 Mr. Flynn asked if Mr. Willardson was advised by an expert in the field. Mr. Willardson  
125 stated the AG's report recommends burning coal. Mr. Flynn stated he's more interested  
126 in the follow up that Town Council was going to provide, such as environmental  
127 concerns, cost to residents and possible power sources out of Canada. Mr. Willardson  
128 stated that Spectra Energy/Algonquin Gas is working with FERC (Federal Energy  
129 Regulatory Commission) and will look at the need and environmental concerns. They  
130 are in the pre-filing process now and will go into the filing process in November.

131  
132 Mr. Dauphinais asked if the AG report was talking about this pipeline or the main trunk.  
133 Mr. Willardson stated yes, the lateral coming through Grafton is not in that report. Mr.  
134 Dauphinais asked if Spectra is talking about tapping into an existing line that is here.

135  
136 Mr. Jon Bonsall of Spectra Energy /Algonquin Gas Transmission addressed the Board  
137 and stated that Spectra Energy is in the process of gathering information in order to  
138 minimize the impact on landowners and local communities and the environment. We  
139 have significantly narrowed the area of impact the project will have. Assuming it gets  
140 approval. The AG report was not specific to this project. Overall the project is called

141 Access Northeast. The AG report takes no position on any laterals, what they were  
142 looking at were pipeline constraints primarily Tennessee Gas and whether or not there  
143 needed to be facilities to be built. The Access Northeast cost at about \$3B. It is  
144 estimated that during peak periods rate payers would save \$1b -\$2.5b in electric rates,  
145 which averages out to be about \$400M per year. It will depend upon what the winter is  
146 like. What is interesting on the AG's report, it basically says you don't need address the  
147 constraints on the interstate pipeline system and to rely on other fuels.

148

149 ISO (Independent System Operator) New England has prepared a report that there is a  
150 lot of coal and oil used to generate power, the AG report saying to burn fossil fuel both  
151 coal and fuel oil instead of putting investment in the interstate gas pipeline system and  
152 instead of having the savings. The AG's report came out in the middle of November. On  
153 December 1<sup>st</sup> ISO New England put out a report that there are 400,000 Megawatts of  
154 electricity that are at risk of lacking fuel for this winter. Last week ISO New England  
155 provided an update saying electric generation is on tenterhooks because of the existing  
156 constraints on the interstate pipeline systems.

157

158 Mr. Bonsall also stated that there are probably 15 other studies that were done. Each  
159 one has identified the need for significant increases in natural gas in this region and to  
160 address gas being available during peak periods. Rate payers are already paying rate  
161 hikes. ISO New England is concerned saying the winter peaks may soon spread to the  
162 summer during the hottest periods. The AG reports have components that individuals  
163 have taken to suggest that you don't go forward and expand; one key is that they rely  
164 on additional fuel oil. They are talking about bringing in LNG and relying on that. NE  
165 Gateway is an off shore platform that was built, there were two. One has been  
166 decommissioned as it was not used. Another was used last winter because LNG is a  
167 worldwide commodity it follows price, our prices got high enough to attract LNG to the  
168 region. Mr. Bonsall further stated that you can burn more fuel oil and pay more for LNG  
169 or invest in a project like Access North East.

170

171 Mr. Dauphinais asked Mr. Bonsall how many communities has he gone to. Mr. Bonsall  
172 stated 8 or 9 each one has given permission to survey. Town of Shrewsbury went to  
173 Special town meeting to oppose the project. The ballot failed 131 to 30.

174

175 Mr. Padgett asked Mr. Bonsall if Spectra Energy is just getting permission to survey. Mr.  
176 Bonsall stated that is exactly right and that the town is not taking a position on the  
177 project itself.

178

179 Mr. McInerney stated that Town Council gave us something to review. Town Council is  
180 not a commodities expert; she's a lawyer, not sure if she will give us anything  
181 meaningful.

182

183 Mr. Padgett asked what precipitated Town Council to do a report. Mr. Willardson stated  
184 that Town Council met someone at the MMA Conference and sent the information over.

185

186 Mr. Flynn stated that he asked for an update and thinks that Mr. Bonsall addressed  
187 everything that was listed in the that email.

188 Mr. Willardson stated that we should let the federal agency determine whether or not it  
189 is appropriate and we can reassess at that time.

190  
191 Mr. Flynn stated he will re-read the email from Town Council. Mr. Flynn stated that he  
192 wasn't looking for more information from Algonquin; he is more interested in the  
193 information from Town Council and believes it's more of the legal issue.

194  
195 Mr. Padgett asked if this would this have something to do with allowing Spectra Energy  
196 to do a survey. Mr. Willardson stated that he will get clarification.

197  
198 Mr. Spinney asked about how other boards besides the Executive Board contact Town  
199 Council and would like to send out a memo from Mr. McInerney how to go about  
200 contacting Town Council. Mr. McInerney stated any requests to speak to Town Council  
201 the committee/board must fill out a form and then through the Town Administrator's  
202 office coordinate that meeting if necessary. Additionally, Town Council and Labor  
203 Council, if contacted will direct the person to contact the Town Administrators office to  
204 ask to speak to Town/Labor Council. Therefore, Town/Labor Council will not be  
205 accepting phone calls.

206  
207 Mr. Dauphinais asked Mr. McInerney if he had drafted a letter regarding the Village  
208 Dairy revocation of liquor license and sent it to Senator Moore and Representative  
209 Muradian. Mr. McInerney confirmed that the 3 page letter was sent off to both Senator  
210 Moore and Representative Muradian to try to take corrective action. Mr. McInerney  
211 stated a copy of the letter would be send to the Board of Selectmen.

212  
213 **MEETING MINUTES**

214  
215 Mr. Spinney made a motion to accept the meeting minutes of 1/19/16 as presented. Ms.  
216 Thomas seconded.

217  
218 **EXECUTIVE SESSION**

219  
220 At 8:01 Ms. Thomas made a motion to enter into Executive Session for the purpose of  
221 litigation update. Mr. Spinney seconded. All were in favor. By roll call: Spinney, aye,  
222 Padgett, aye, Thomas, aye, Flynn, aye and Dauphinais, aye.

- 223  
224 MGL Chapter 30A, Sec. 21(3)  
225 Litigation Update  
226 Litigation Strategy  
227 Union Negotiations  
228 Land Negotiation  
229 Non Union Negotiations  
230 Strategy for Negotiations  
231 Minutes

232 **ADJOURN**

233 At 8:27 PM Mr. Spinney made a motion to adjourn. Ms. Thomas seconded. All were in  
234 favor.

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267 For more information, this and other meetings can be viewed on Grafton Television.  
268 [www.Graftontv.org](http://www.Graftontv.org)

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\_\_\_\_\_  
Craig Dauphinais, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura St. John-Dupuis, Recording Secretary