



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

**BOARD OF SELECTMEN
MEETING**
July 7, 2015
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

1. SCHEDULE

a) [Representative David Muradian – Update](#)

2. APPOINTMENTS

Board of Selectmen

a) [Boards and Committees Appointments](#)

3. RESIGNATIONS

a) [Cynthia Levine – Commission on Disabilities](#)

4. NEW BUSINESS

a) [Vote to approve Building Department Proposed Building Fees](#)

b) [Vote to Sign Bigelow Electric Contract- Generator Preventative Maintenance](#)

c) [Vote to allow Town Administrator to Sign Contract with NFP Corporate Services-Set Up of Group Medical Insurance Program](#)

d) [Vote to adopt “What If” LPG Facility Advisory Committee Charge](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

a) [Correspondence From Rebecca Wetzel- Commending Dave Crouse](#)

7. DISCUSSION

- a) [Boulevard and Jordan's Garage](#)
- b) [Review/Discuss Draft Financial Plan in Preparation for Fall Town Meeting](#)

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

David Muradian will provide the Board with an update.

If the Board is in agreement, the Board will vote to appoint members to Boards and Committee Members.

BOARD OF SELECTMEN APPOINTMENTS
JULY 7, 2015

	Membership Makeup Required #	Current Vacancy	Comments
AFFORDABLE HOUSING COMMITTEE/TRUST	6	1	
Edward Prisby			
Peter Adams			Declined Reappointment
Agricultural Commission (After 1st year, 3 year terms)	6	1	
Dennis Heger			
John Wilson			
BOARD OF CEMETERY COMMISSIONERS (Three Year Term)	3	0	
John Pocius			
BOARD OF HEALTH (Three Year Term)	5	0	
Karen Gwozdowski Gauvin			
Richard Kirejczyk			
James Gardiner			
CABLE TV OVERSIGHT COMMITTEE (One Year Term)	7	0	
Robert Berger			
Robert DeToma			
Mark Durfee			
Robert Hassinger			
Richard D. Schultze			
Larry Silverman			
Wm Corson Wyman			
COMMISSION ON DISABILITIES (Three Year Term)	4	1	
Janet Eileen Fox			Janet did not respond to re-up ltr
Cynthia Levine			Cynthia resigned June 15 2015
COMMUNITY PRESERVATION COMMITTEE (Three Year Term)	9	0	
Paul A. Scarlett			Members at large have terms that expire
Jennifer Thomas			Members at large have terms that ex

BOARD OF SELECTMEN APPOINTMENTS
JULY 7, 2015

Membership
Makeup Required # Current Vacancy Notes

	5	0	
CONSERVATION COMMISSION (Three Year Term)			
Peter A. Finn			
CONSTABLE (One Year Term)			No limit as to how many constables we have
Michael J. Barbato	basically available to serve town meeting warrants and election postings		
Donald A. Booth			
J. Roger Currier			
John Harrington			
Cynthia Ide			
William Kuck			
John Manzi			
Stephanie Rose Fleming			
Laura St. John Dupuis			
ELECTION WORKERS (One Year Term)			
Jane Baraban			
Natalie Baraban			
Marguerite Baril, Clerk			
Nancy Billings			
Sally Belezarian			
Carol Cerasoli			
Nancy Corcoran			
Eveline M. Cournoyer			
Linda Cristini			
Joyce David			
Marion Dearing			
Rosalind Dennis			
Carman Dion			
Richard Dion			
Marie DiDonna			
Ellen Dowling, Clerk			
June Enos			
Rosemary Flynn			

BOARD OF SELECTMEN APPOINTMENTS
JULY 7, 2015

Membership

**Makeup
Required # Current
Vacancy**

Notes

ELECTION WORKERS (Cont)	Required #	Current Vacancy	Notes
Joan O. Foley			
M. Theresa Gendron			
Nancy Hazen			
Constance Hopkins			
Cynthia Ide			
Carolyn Jakubiak			
Robert Jordan			
Janet Krause			
Joan Mackowiak			
Beverly Mara			
Olivette M. Marshall			
Doris A. Metivier			
Karen McInnis, Warden			
Mary Murray			
Darlene Orne			
Nancy Paulauskas			
Marsha Platt			
Philip L. Platt, Clerk			
Paula Pogorzelski			
Arlene Provost			
Caroline Prout			
Janet Prunier			
Diane Raymond			
Bernard Reed			
Raj S. Rekhi			
Carol Roseen			
Shirley Russo			
Pauline St. Amand			
Al Sandborn			
Helen Shute			
Charlene Swett			

BOARD OF SELECTMEN APPOINTMENTS
JULY 7, 2015

	Membership Makeup		Current Vacancy		Notes
	Required #		Required #		
TOGETHER WE CAN (One Year Term)					
Helen M. Atchue					
James Bryan					
Katherine Cederberg					
Alvin C. Hulbert					
Timary Kuck					
William Kuck					
Christopher Roney					
Deborah J. Trapasso					
TRUSTEES OF SOLDIERS MEMORIALS (Three Year Term)	7		6		Group includes Adam Costello, as Veteran's Agent (advisor)
Debbie Gesselin					Did not respond to reappointment letter
ZONING BOARD OF APPEALS (Three Year Term)					
Peter Adams	7		0		
Elias Hanna					

If the Board is in agreement, the Board will vote to accept the resignation of Cynthia Levine from the Commissions on Disabilities.

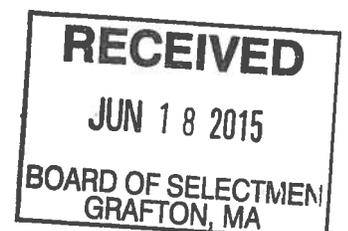
4 Deerfield Court
Grafton MA 01519
June 15, 2015

Dear Board of Selectmen:

Effective today, June 15, 2015 I am resigning from the Commission on Disabilities. I am moving out of Grafton shortly. I have enjoyed my time on the Commission and wish everyone well.

Sincerely,

Cynthia Levine



From: Tim McInerney
Sent: Thursday, June 18, 2015 8:30 AM
To: Cindy Ide; Laura St John Dupuis
Subject: FW: resignation
Attachments: Commission on Disability.doc.docx

Timothy P. McInerney, *ICMA-CM*
Town Administrator
30 Providence Road
Grafton, MA 01519
p. 508-839-5335
f. 508-839-4602
mcinerneyt@graffton-ma.gov
www.graffton-ma.gov

  @TownofGraftonMA

From: Cynthia Levine [<mailto:ce.levine14@gmail.com>]
Sent: Wednesday, June 17, 2015 10:13 PM
To: Tim McInerney
Subject: resignation

Hi Tim

I stopped by a couple of Tuesdays. You had already left. Unfortunately we didn't have a chance to talk. This happened quickly as my home sold faster than I ever imagined.

Best,

Cynthia Levine

If the Board is in agreement, the Board will vote to approve the Building Department's proposed building fees.

Text in Blue would be the proposed change

<u>Draft Building Permit Fee Effective</u>	<u># of Inspection needed for proposed work</u>
New Construction-Residential and Commercial	7
Fire Protection Systems Inspections not covered under 3rd party review	\$5 per \$1000 of *Building Validation
Additions/Alterations/Renovations	\$200.00 per inspection with a time limit of 2 hours for Building & Fire Inspector's, \$25.00 every 15 minutes over the allotted limited time
Commercial Roofing	\$5 per \$1000 of *Building Validation
Commercial Roofing Use Group R2 & R3	\$.12 per square foot
Residential Roofing	\$ 50.00 per dwelling unit
Residential Re-Placement Siding	\$ 50.00
Residential Re-Placement Windows	\$ 50.00
Swimming Pools-In ground	\$100.00
Swimming Pools-Above Ground	\$ 50.00
Storage Sheds	\$ 50.00
Decks/Porches	\$5 per \$1000 of *Building Validation
Request for Potentially Buildable Lot Review	\$200.00 4 hour review
Demolition	\$ 50.00
Moving Structures	\$100.00
Zoning Permit	\$50.00

If the Board is in agreement, the Board will vote to sign the Bigelow Electric contract for Generator Preventative Maintenance.

TOWN OF GRAFTON

DATE: JUNE 1, 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

Bigelow Electric
1 Pullman St, Worcester, MA 01606
(508) 852-5000
norm@bigelowelec.com

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

Generator Preventative Maintenance as more fully described in the Generator Preventative Maintenance Invitation for Quotes for the following buildings:

- Police Station, 28 Providence Road
- Central Fire Station, 26 Upton Street
- Fire Station #2, 2 Mill Street
- Fire Station #3, 92 Main Street
- DPW Garage, 27 Upton Street
- Grafton Elementary School, 105 Millbury Street
- Grafton Municipal Center, 30 Providence Road
- Grafton Middle School, 60 North Street
- Old Police Station, 26 Providence Road
- On Water Tower Site, 139 Brigham Hill Road
- On Water Tower Site, 10 Pigeon Hill Drive

2. The Contract price to be paid to the Contractor by the Town is: \$9,900.00

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$9,900 as more fully set forth in the Contractor Documents.

3.2 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.

3.3 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. 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.

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 as described in the Invitation for Quotes 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 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 "MIIA" 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:

Chairman, Board of Selectmen

Norman E. Faucher 6/12/2015
Signature Date

NORMAN E. FAUCHER SALES MANAGER
Print Name & Title

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:

NORMAN E. FAUCHEN
Print Name

SALES MANAGER
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor
principal place of business is at

_____ does hereby certify under the pains and penalties of
perjury that _____ 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.

ATTESTATION CERTIFICATION

I hereby certify, under the penalties of perjury, that I, to my knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

Paul J. Prichard
 Signature of Individual or Corporate Officer¹

Bigelow Electrical Co., Inc
 Company Name

04-2211728
 Social Security Number or
 Federal Identification Number²

¹ Approval of a contract or other agreement will not be granted unless this certification clause is signed by the Applicant.

² Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether or not you have made tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Chapter 62C, section 49A, of the Massachusetts General Laws.

If the Board is in agreement, the Board will vote to all the Town Administrator to sign a contract with NFP Corporate Services, for the set up of group medical insurance program.

SERVICES AGREEMENT

THIS AGREEMENT entered into by and between **NFP Corporate Services (NY) LLC** (hereinafter referred to as "NFP") and the **TOWN OF GRAFTON, Massachusetts** (hereinafter referred to as the "Client"). This Agreement is effective on the 1st day of July, 2015, and will remain in effect for a period of 12 months, unless otherwise terminated as referenced in Section VII of this Agreement.

- I. **SERVICES AND CONSIDERATION.** In consideration of payment to NFP by the Client in the amount of \$12,000.00, payable in equal monthly installments of \$1,000.00 for the term of the agreement, NFP hereby agrees to render services to said Client which shall include suggestions and recommendations intended to enable the Client to favorably set up a Group Medical Insurance Program (please refer to Exhibit A, a copy of which is attached and made a part of this Agreement) and to provide Administrative Services (please refer to Exhibit B, a copy of which is attached and made a part of this Agreement), for a listing of services to be performed.

Definition: Unless stated otherwise, for the purpose of this contract, the term "Group Medical Insurance" is limited to Group Medical Benefits only and does not include free-standing Group Dental, Life, Disability or Voluntary Payroll Deduction Programs. As appropriate, "Group Medical Insurance" may constitute Fully Insured, Self-Insured, Self-Insured with Stop Loss and Minimum Premium Funding Arrangements for a medical benefit program. The Commonwealth of MA GIC Program is also included.

- II. **NO PROVISION OF LEGAL SERVICES.** The Client and NFP acknowledge and agree that the scope of services to be provided hereunder are not intended to constitute or involve legal representation, and no representation of legal services and/or legal advice, in any fashion, is provided by NFP to the Client. The Client is responsible for obtaining legal advice and opinions relative to all matters pertaining to law, related to both all applicable insurance statutes and relevant Employee Benefit/ Contractual negotiations between the Client and where applicable any and all of the Client's various collective bargaining units.
- III. **OWNERSHIP AND SECURITY OF INFORMATION.** NFP and the Client agree that all information acquired by NFP from the Client, or from others at the expense of or on behalf of the Client in the performance of this Agreement, shall be and remain the property of the Client. All records, data, files, computer records, worksheets, and all other papers, documents or information prepared or acquired by NFP for delivery or for use in preparing opinions for or to the Client shall be and remain the property of the Client. NFP agrees to take reasonable steps to ensure the security and confidentiality of information provided hereunder under its control and in accordance with the applicable provisions of law, both NFP and the Client mutually agree to execute any required covenants of confidentiality. Client paper records, files etc. more than seven (7) years old may be permanently destroyed (via shredding) at NFP's expense. The Client may

request, at its expense, that such records not be destroyed but rather transferred to a location as designated in writing by the Client. At such point, these records become solely subject to the care, custody, and control of the Client.

- IV. **CONFLICTS OF INTEREST.** NFP agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the Massachusetts General Laws regarding conflict of interest. NFP presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

No employee of the Client, and no Public Official, who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement, will participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested, or has any financial interest, direct or indirect, in the Agreement or the proceeds thereof.

- V. **NO COLLUSION.** This Agreement is in all respects bona fide, fair and made without collusion or fraud with any other person. NFP has not given, offered or agreed to give, any gift, contribution, or offer of employment as an inducement to enter into this Agreement to anyone.
- VI. **ENTIRE AGREEMENT.** This Agreement shall be signed in duplicate by both parties, and one copy shall be retained by each party. This contract constitutes the entire Agreement between the parties.
- VII. **TERMINATION.** This Agreement may be terminated by either NFP or the Client upon thirty days written notice to the other, but in the event that this Agreement is terminated by the Client within the first six months, a minimum fee of one-half of the annual payment shall be made to NFP.
- VIII. **DISPUTE RESOLUTION.** In the event of any dispute between Consultant and Client relating to this Agreement, the parties agree that it is in their mutual best interest to resolve such dispute with minimum cost. Accordingly, in the event of any such dispute, the parties agree to negotiate directly in good faith towards a mutually acceptable agreement and in the event of a failure of such negotiations, to employ an independent third party mediator at their joint expense to assist them in the resolution of any such dispute. If such dispute is not so resolved, it shall be finally resolved by a panel of three arbitrators, one of whom shall be chosen by the Client, one of whom shall be chosen by NFP and the third of whom shall be jointly selected by the two arbitrators so chosen.

IN WITNESS WHEREOF, we have set our hands and common seal this 12th day of May, 2015.

BY: _____ DATE: _____
John P. Foran, Managing Director
NFP Corporate Services (NY) LLC

BY: _____ DATE: _____
TOWN OF GRAFTON, MA
NAME: Timothy McInerney
TITLE: Town Administrator

EXHIBIT A

STANDARD SERVICES:

- I. As appropriate, review annually the benefit level, service capabilities, cost, Employer satisfaction, and legislative compliance components of benefit program. Prepare, conduct and review a thorough market cost analysis annually.
- II. As appropriate, represent the account in the renewal process with the insurance carriers for the indicated benefit program.
- III. As appropriate, be available to assist the Client in whatever manner necessary to ensure smooth operations of indicated benefit program.
- IV. As appropriate, work with in-force insurance carriers to gather and analyze claim data through various reports and data available to help identify areas to be concentrated upon when developing cost containment programs.
- V. As appropriate, conduct analysis of Client's rating history for the indicated benefit program.
- VI. As appropriate, conduct analysis of Client's claim utilization and cost patterns for the indicated benefit program.
- VII. As appropriate, from time to time, recommend changes in administrative procedures to enhance administration of the indicated benefit program.
- VIII. As appropriate, keep the Client current on cost containment measures which might be utilized to reduce the costs of the indicated benefit program.
- IX. As appropriate and as requested, aid in the preparation of the budget for Medical Program. Final responsibility for preparation of the budget figure, as well as the necessary appropriation of monies, remains the responsibility of the Client.
- X. As appropriate, assist the Client with State and Federal laws. Assist the Town in keeping current on all governmental program changes such as Medicare and Medicaid and both state and federal legislation which might impact group insurance benefits. Legal advice is not provided under the terms of this Agreement; it is recommended the Client seek qualified legal advice in all matters pertaining to Employee Benefits Law.
- XI. As appropriate, develop bid specifications and seek quotations. Review completed quotations, summarize results and recommend providers.
- XII. As appropriate, provide on-going technical assistance to the Client on group health insurance administration, and meet as directed with the Insurance Advisory Committee throughout the year, as necessary.

Notice of Disclosure

In addition to the compensation provided for in the foregoing Services Agreement, please note that some insurance carriers provide other types of accommodations and/or business benefits to brokerage entities. These include the following:

1. Educational forums, including those which may provide continuing education credit.
2. Meetings to discuss benefit issues, at which meals may or may not be served.
3. Event tickets and admissions, including, occasionally, those to theatrical productions, shows, golf outings, and athletic events.
4. Sales contests, for which prizes or awards may be granted.
5. Monetary rewards, based upon certain levels of new business production or business retention.

BY: _____ DATE: _____
TOWN OF GRAFTON, MA
NAME: Timothy McInerney
TITLE: Town of Grafton, MA

Note: Commissions are paid to the John P. Foran Insurance Agency, Inc. (NFP) for a free-standing Dental Plan as underwritten by Altus Dental, and the Basic and Voluntary Life Insurance as underwritten by Boston Mutual Life.

Kindly Initial and Date: _____

Exhibit B

SCOPE OF SERVICES

The Administrative Services Division of the EBS Foran Group provides essential daily, monthly and annual tasks related to the Town of Grafton's Employee/Retiree Benefit Welfare Plans.

The following list represents the services we will provide for your Welfare Benefit Programs pursuant to the Services Agreement.

- 1) Assistance in resolving any administrative problems.
- 2) Assisting employees and retirees with claim problems.
- 3) Reviewing monthly bills for payment with the Treasurer's Office.
- 4) Educating new enrollees of benefit and coverage selection options.
- 5) Processing enrollment of new enrollees and ensure delivery of benefits literature.
- 6) Processing terminations and coordinating with EBS Foran COBRA Department.
- 7) Educating Department Heads and Supervisors regarding their role in benefits management.
- 8) Preparing employee notifications regarding benefit changes for mailing by the Treasurer's Office.
- 9) Coordinating Annual Open Enrollment with the Town Administrator, Treasurer's Office and the School Department to ensure new withholdings are correct – this includes Healthcare (Medical and Dental), Life, FSA deductions, and any other Welfare Plan insurance coverage – Employer Paid or Voluntary..
- 10) Be primary interface with carriers and other vendors (i.e. – Third Party Administrators, etc.).
- 11) Coordinating Health Fairs – Annual Employee Fair, Annual Retiree/Senior Fair, and the introduction of new benefit options.
- 12) Interact with Retirees, as necessary on benefit changes – coordinating Medicare Enrollment and Vendor changes.
- 13) Preparing any reports that may be required
- 14) Consult and advise the Town Administrator and/or Treasurer's Office on any miscellaneous benefits issue which might arise.
- 15) In addition to our service package is the inclusion of COBRA Administration for the Town's Qualified Beneficiaries in your Healthcare (Medical and Dental) and FSA benefits programs as per a separate Services Agreement.

Election: One unit as defined herein

Period: July 31, 2015 through June 30, 2016

Acceptance by the Town of GRAFTON, MA:

BY: _____ DATE: _____
NAME: TIMOTHY MCINERNEY
TITLE: TOWN ADMINISTRATOR
TOWN OF GRAFTON, MA

COST SUMMARY

EBS FORAN ADMINISTRATIVE SERVICES

Work Unit equals one half day per week. Units are, unless agreed to otherwise, scheduled at a set time on a specific day of the week.

OPTION I

One Half Day Per Week

. 9:00 a.m. to 12:30 p.m.
(Or mutually agreed upon)

If the Board is in agreement, the Board will vote to adopt the “What If” LPG Facility Advisory committee charge.



TOWN OF GRAFTON
30 Providence Rd.
Grafton, MA 01519

BOARD OF SELECTMEN
CHARGE

NAME: "WHAT IF" LPG FACILITY ADVISORY COMMITTEE

PURPOSE: To establish an Advisory Committee to review, discuss, and recommend to the Board of Selectmen a plan of action regarding the Grafton and Upton Railroad (GURR) proposed LPG facility.

MEMBERSHIP: 12 Members:

DPW/Engineering
School Department
Nelson Trustees
Police Department
Fire Department
Con Com
EMA
Ambulance
Board of Health
Board of Selectmen
Water District
Congressional Delegation Staff
State Representative/Senator Staff (invited)
Assessors (invited)
DEP (invited)

CHARGE:

To create a plan of action with strategies for dealing with LPG Facility.

1. The Committee will prepare a Draft Plan of Action for review and consideration by the Board of Selectmen based on the questions in Addendum "A"
2. Also, the Committee should compile:
 1. List of concerns
 2. List of unknowns
 3. List of knows
 4. Do we need an expert?

CALENDAR FOR THE COMMITTEE: The Committee should meet as needed.

Adopted: July 7, 2015

Craig Dauphinais, Chair

Jennifer Thomas, Vice Chair

Bruce Spinney III, Clerk

Dennis Flynn

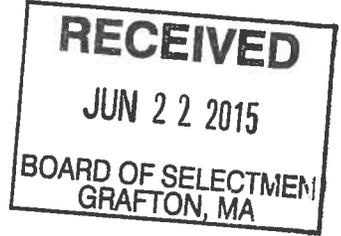
Brook Padgett

Addendum A:

- What if Circuit Court rules in favor of GURR? What are the questions and concerns that must be addressed by the Town?
- Do we need full time fire dept?
- Roads: need info on routes for tanks and trucks while in operation – depends on route.
- Weight of tanks and size of trucks
- Its close proximity to the North Grafton Elementary School: yes what does that mean?
- The location of this facility entirely within the town's Water Supply Overlay District: court issue but we will monitor pond and well annually
- Costs: \$5K estimate
- The detrimental effect that these trucks would have on the Town's roadways: expert and unknown routes we can guess and give estimates on impacts.
- The resultant decreased tax revenues for the town of Grafton
- What if Circuit Court rules in favor of Grafton appeal and remands STB decision back to the Board? What are next steps the Town must take? How can residents assist the Town in its efforts to achieve a favorable outcome? Different issue its close proximity to homes in this residentially zoned neighborhood: yes
- Three bridges: our costs to analyze and cost to upgrade if needed
- The risk of explosion at the facility and its catastrophic effects
- The safety risk of the projected 1000s of trucks per year that would be traveling through the Town's roadways
- The potential terrorism target that this facility would pose
- The transport of these tanks, each weighing between, 228,000 lbs to 244,000 lbs., over the two old bridges that cross the Bummet Brook.
- Cost?
- The diminished property values for area homes
- The resultant decreased tax revenues for the Town of Grafton
- The increase in Home Owners insurance for area residents

The Board of Selectmen Clerk will read correspondence from Rebecca Wetzel, commending Dave Crouse.

BOS



June 17, 2015

Rebecca Wetzel
161 Mechanic St.
Upton, MA 01568

Grafton Board of Selectmen
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Dear Selectmen,

I want to commend your DPW Director David Kraus for his service to the community. For many years I have driven over a stretch on Stowe Road that is a seasonal turtle crossing. Each year turtles are killed by drivers who are unaware that they should watch out for them. This year, I decided to purchase two road signs to alert drivers coming from each direction about the turtle crossing. I contacted Mr. Kraus's office to inquire about donating the signs to the town and having them put up.

I found the DPW staff very helpful and responsive. Mr. Kraus returned my call promptly and met me at the turtle crossing site. He was thoughtful, courteous, and professional. At the time of our meeting, he had already made contact with the correct entities in town to obtain necessary permissions, and said that he would have the signs erected as soon as his staff could schedule it. The signs were put up within a week of our meeting.

I would like to thank Mr. Kraus as well as the town of Grafton,

A handwritten signature in cursive script that reads "Rebecca Wetzel".

Rebecca Wetzel

There will be a discussion about Boulevard and Jordan's Garage.

There will be a Review/Discussion of the DRAFT Financial Plan prepared by DPW Building Committee in preparation for fall (October) Town Meeting.