



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

CALL TO ORDER

ANNOUNCEMENTS

- The Worcester County Revolution will be rescheduled from October 2th to a date that has yet to be determined
- A Cause for Paws, Saturday- August 20th 11 AM – 2 PM- Grafton Fire Headquarters, 26 Upton Street
- Summer Stories in the Park:
 - Friday, August 19th Airport Park
 - Friday, August 21st Mill Villages Park
- Doggie Dip Day – August 21st Silver Lake Beach 11AM – 2 PM, Donations accepted of pet supplies, bedding and food for a local shelter.

1. SCHEDULE

- a) [Medical Marijuana – Nature’s Remedy](#)

2. APPOINTMENTS

- a) Town Administrator

[Tina Abdi – Treasurer Collector- Part Time Administrative Assistant](#)

[Lori Galvin- Council on Aging- Part Time Cook](#)

- b) Board of Selectmen

[Melinda J. Springer- Cultural Council](#)

3. RESIGNATIONS

- a) [Cyndi Zarriello – Board of Library Trustees](#)

4. NEW BUSINESS

- a) [Vote to Approve One Day Beer and Wine License- Grafton Men's Softball- 9/3, 9/4, 9/5](#)
- b) [Vote to Sign Bayside Engineering Contract – Design Services for Bridge Park](#)
- c) [Vote to Approve Chapter 90 Paperwork – Carroll Road Layout](#)
- d) [Vote to Approve Chapter 90 Paperwork – Flashing Lights on the crosswalk at Providence Road and Brigham Hill Road and for crosswalks at the Schools](#)
- e) [Vote to Sign DNR Laboratories Contract – Replacement of Payout Server System for Grafton Cable Studio](#)
- f) [Vote to Sign Stormwater Agreement Between Grafton and Tufts](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

- a) [Regulations Restricting the Sale of Tobacco Products](#)

7. DISCUSSION

- a) [Grafton Affordable Housing Trust Draft Action Plan](#)
- b) [October Warrant Articles](#)

8. MEETING MINUTES

[8/2](#)
[8/8](#)

EXECUTIVE SESSION

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

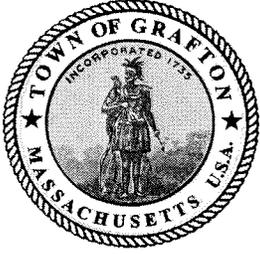
ADJOURN

ANNOUNCEMENTS

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- A Cause for Paws, Saturday- August 20th 11 AM – 2 PM- Grafton Fire Headquarters, 26 Upton Street
- Summer Stories in the Park:
 - Friday, August 19th Airport Park at 11:30 AM
 - Friday, August 21st Mill Villages Park at 11:30 AM
- Doggie Dip Day – August 21st Silver Lake Beach 11AM – 2 PM, Donations accepted of pet supplies, bedding and food for a local shelter.

The Board of Selectmen will re-open the public meeting that was continued from the May 24, 2016 public hearing for a medical marijuana facility located at 8 Millennium Drive.

Mr. John Brady and Philip Silverman of Nature's Remedy will be attending this meeting.



OFFICE OF THE BOARD OF SELECTMEN

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

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

LEGAL NOTICE

BOARD OF SELECTMEN

The Grafton Board of Selectmen will hold a public hearing in the Grafton High School Auditorium, Grafton High School, 24 Providence Road, Grafton, MA 01519 on Tuesday, May 24, 2016 at 7:00 PM.

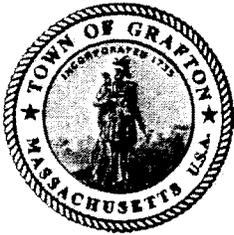
This hearing will include a presentation from a medical marijuana growing facility to be located in Centech Park, 12 Centennial Drive, Grafton, MA 01536. In addition, there will be a discussion regarding the request for a letter of non-opposition to be provided to the Department of Public Health.

Interested citizens are invited to attend this public hearing.

Grafton Board of Selectmen

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

Published May 12 & 19, 2016
Grafton News
Town Bulletin Board



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 30 PROVIDENCE ROAD
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RECEIVED

MAY 25 2016

**GRAFTON
 ASSESSORS**

BOARD OF ASSESSORS

Request for Abutters List

Date of Request: May 25, 2016 Date List Needed: June 3, 2016

Requested by: Laura St.John-Dupuis Phone: 508-839-5335 x1180

Name of Property Owner: 85 Green Street Limited Partnership

Street Address of Property: 8 Millennium Drive

Map: 5 Block: _____ Lot: 1J

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: Potential Medical Marijuana Growing Facility

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 *1 set only thanks!*
 (Planning Board requires 2 sets of Labels)

Office Use Only

Date List Prepared: 5-26-16 Address Labels Prepared: 5-26-16

Fee Charged: \$ 0 Amt. Paid: 0 \$ Date: 5-26-16

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

Millennium Drive
 Tap 5, Lot 1J

Summit Kalinowski
 Tahmy Kalinowski, Office Manager

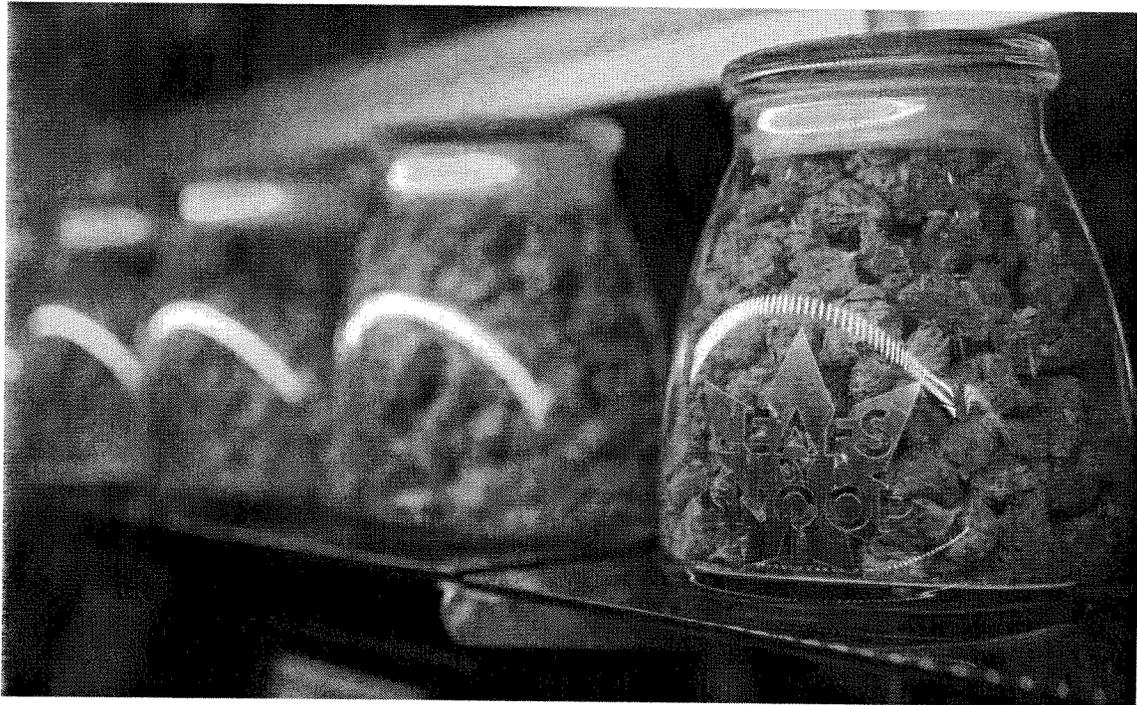
PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	ST	ZIP	BK	PG
10/005.0-0000-0001.0	4 MILLENNIUM DRIVE	WORCESTER BUSINESS DEVELOPME		89 SHREWSBURY STREET SUITE 300		WORCESTER	MA	01604	17040	268
10/005.0-0000-0001.A	15 CENTENNIAL DRIVE	CENTECH ASSOCIATES LLC	C/O THE CASLE CORPORATION	200 FISHER DRIVE		AVON	CT	06001	24483	329
10/005.0-0000-0001.G	13 CENTENNIAL DRIVE	13 CENTENNIAL REALTY LLC		30 RICE LANE #7		WORCESTER	MA	01604	52650	56
10/005.0-0000-0001.H	5 MILLENNIUM DRIVE	WORCESTER BUSINESS DEVELOPME		89 SHREWSBURY STREET SUITE 300		WORCESTER	MA	01604	17040	268
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10/012.0-0000-0015.0	105 WESTBORO ROAD	RUSHWAN BROTHERS INC		37 SOUTHWEST CUTOFF		WORCESTER	MA	01604	13387	118
10/012.0-0000-0017.0	131 WESTBORO ROAD	BACHAND WILLIAM J TRUSTEE	BACHAND FAMILY REALTY TRUST	7 RAYBURN DRIVE		MILLBURY	MA	01527	16387	310
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10/013.0-0000-0003.0	137 WESTBORO ROAD	RENZI ANNE		183 SUTTON AVENUE		OXFORD	MA	01540	47902	209
10/013.0-0000-0004.0	141 WESTBORO ROAD	O'BRIEN JOSEPH A R	ESPER JAMES & ESPER RAYMOND	31 WHEELER ROAD		N GRAFTON	MA	01536	53227	103
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10/021.0-0000-0001.A	200 WESTBORO ROAD	TUFTS UNIVERSITY TRUSTEES		BALLOU HALL		MEDFORD	MA	02155	6578	79
10/021.0-0000-0001.D	42 INSTITUTE ROAD	MASS COMMONWEALTH OF KEY P	DEPT OF YOUTH SERVICES AND LAB	ATTN: BARBARA MORTON	PO BOX 1380	WESTBOROUGH	MA	01581		
10/021.0-0000-0100.A	200 WESTBORO ROAD	TUFTS UNIVERSITY TRUSTEES		200 WESTBORO ROAD		N GRAFTON	MA	01536	6578	79
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10/912.0-0000-0015.A	81 WESTBORO ROAD	CONSOLIDATED RAIL CORP	CSX REAL PROPERTY INC	500 WATER STREET J-910		JACKSONVILLE	FL	32202		



Comments

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Marijuana dispensary licenses to the highest bidder?



DAVID ZALUBOWSKI/ASSOCIATED PRESS/FILE

By **Kay Lazar** | GLOBE STAFF JULY 24, 2016

Massachusetts cities and towns are exacting increasingly hefty payments from medical marijuana dispensaries in exchange for letters the companies need to win state licenses, a Globe review of recent compacts shows.

In Worcester, a dispensary promised to pay the city \$450,000 over three years — and \$200,000 a year after that — if officials gave their blessing to the business.

In Springfield, the city is negotiating a deal that would ultimately take 7 percent of a dispensary's revenue, plus a \$50,000 annual donation to the Police Department — a pact that could amount to hundreds of thousands of dollars.

And in Salem, where the first dispensary opened a year ago, the medical marijuana shop contributed \$82,856, a paltry amount compared with more recent deals.

“It's quite clear if you don't negotiate an agreement, you don't get a letter,” said James E. Smith, a Boston attorney who represents a marijuana company that signed one of the larger agreements in March, with the City of Worcester.

This phenomenon, which some called pay-to-play, is not typically seen with marijuana licensing in other states, and will drive up the costs of doing business while siphoning money from the dispensaries that could be used to lower prices for needy patients, advocates said.

But local leaders contend the negotiations and lucrative contracts are needed to ensure their municipalities have the money to deal with unforeseen problems from dispensaries. They say the true costs for allowing these businesses, such as extra traffic and the need for additional police services, are still unknown.

Four years after voters approved marijuana for medical use, just six dispensaries have opened, while 174 other applications inch through the process. Advocates for medical marijuana say protracted negotiations over escalating contract costs are a prime culprit for the delays.

The licensing process in Massachusetts requires a marijuana company to submit a letter from a municipality stating that residents do not oppose a dispensary in their midst.

The requirement was intended to give cities and towns a say in the process.

“I am not aware of another state that has such a hard line as Massachusetts” in requiring the community letter in the licensing process, said Adam Fine, a Boston attorney whose law firm, Vicente Sederberg, has helped marijuana companies across the country with licensing issues.

In other states, Fine said, state regulators grant a license, and then municipal officials are able to address concerns about traffic and security through local zoning and permitting.

Michael Cutler, a Northampton lawyer who has represented patients and companies in marijuana-related cases, said payments to municipalities drive up the cost of treatment.

“Whose hide does this money come out of? The costs are passed on to the patients,” he said.

Aside from marijuana dispensaries, casinos, and waste landfill businesses, host agreements are not typically used in Massachusetts, according to Geoffrey Beckwith, executive director of the Massachusetts Municipal Association.

“They are generally put in place for uncommon, regulated industries, not something like a pharmacy, but something that is more unusual than that, like medical marijuana, where it is a restricted substance,” Beckwith said.

Several municipal leaders said the prices they set in their agreements were intended to cover extra police or other services needed at the dispensaries. But Fine and other attorneys said the ante has surpassed that benchmark.

“There has never been a police incident at one of these [six open dispensaries], and they carry less drugs than a CVS, but cities and towns say it will take extra police,” Smith said.

The deal that Smith’s client, Good Chemistry of Massachusetts, signed with Worcester calls for the company to pay the city an escalating percentage of revenue over three years, in addition to a \$450,000 payment. Good Chemistry will also contribute \$10,000 annually to public charities.

After the third year, and for every year its dispensary stays open, the company agreed to pay Worcester \$200,000 annually, plus 2.5 percent of its total sales revenue. Good Chemistry also agreed to pay property taxes and promised never to apply for a reduction or elimination of taxes because of its not-for-profit status, which would otherwise have allowed it to claim an exemption.

Worcester's city manager, Edward M. Augustus Jr., said that he does not believe the city will need extra police or other services when the dispensary opens, and that he intends to use the money from Good Chemistry to sustain a financially struggling after-school and summer youth program.

He said Worcester settled on the amount it required from Good Chemistry after studying contracts other cities and towns signed with marijuana companies, and factoring in the intense competition for a coveted letter from Worcester. Nine companies vied for letters, and Augustus said the city will grant four, issuing similar financial conditions for each.

“The market will dictate at what point it is not financially viable for them to sign host agreements that are above a certain number,” Augustus said. “It’s up to the companies to say that’s not sustainable.”

Salem was the first city to sign an agreement, in April 2014, with Alternative Therapies Group. That company opened the state’s first dispensary in June 2015. That agreement is modest by today’s standard. It includes no six-figure payouts and simply calls for the city to receive 1.25 percent of the company’s annual sales for the first two years, and 2 percent in subsequent years.

The city recently received its first payment, \$82,856, which means Alternative Therapies had roughly \$6.6 million in sales its first year, despite some supply problems.

Dominick Pangallo, chief of staff for Mayor Kimberley Driscoll, said Salem has experienced no increase in crime or traffic since Alternative Therapies opened.

But given the lucrative contracts other communities have brokered, Salem leaders are considering going back to the bargaining table with Alternative Therapies to get a better deal, Pangallo said.

Comments

“We do have a reopener in our agreement and are in the process of reviewing other agreements to see whether or not it would be something we’d want to exercise this coming year,” he said.

Since Worcester signed its contract in March, the Town of Southborough has signed a sweeter deal that promises the town 3 percent of the dispensary’s annual sales, capped at \$500,000 a year, plus \$50,000 in annual payments to the town for school substance abuse and mental health programs.

The City of Springfield may soon top that. Springfield leaders are considering a 10-year deal with a dispensary that starts at 3 percent of annual sales and steadily climbs to 7 percent by the ninth year, in addition to an annual \$50,000 donation to the Police Department.

Kay Lazar can be reached at kay.lazar@globe.com. Follow her on Twitter @GlobeKayLazar.

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Vicente Sederberg, LLC
VGR Law Firm, P.C.
109 State Street, Suite 404
Boston, MA 02109



April 22, 2016

Town of Grafton – Board of Selectmen
c/o Timothy McInerney, Town Administrator
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Re: Nature's Remedy of Massachusetts - Request for Board of Selectmen Meeting

Dear Mr. McInerney:

Please be advised that our firms represent Nature's Remedy of Massachusetts, Inc. ("Nature's Remedy"), a registered non-profit corporation in the Commonwealth that has submitted two applications to the Massachusetts Department of Public Health ("DPH") to operate Registered Marijuana Dispensaries ("RMDs"). One of the requirements for the RMD application process is for the applicant to obtain a letter of support or non-opposition from the municipality in which the applicant intends to locate.

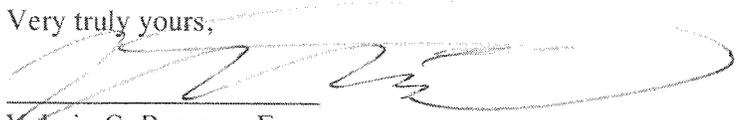
On April 14, 2016, Nature's Remedy met with Town Planner Joseph Laydon, Town Administrator Timothy McInerney, Assistant Town Administrator Doug Willardson, and Conservation Agent Maria Mast to discuss the possibility of Nature's Remedy locating a RMD in the Town of Grafton. At that meeting, it was concluded that Nature's Remedy must attend a public hearing in front of the Board of Selectmen to request a letter of support or non-opposition to site a RMD in the Town.

Accordingly, Nature's Remedy is formally requesting to be added to the next available Board of Selectmen agenda to request a letter of support or non-opposition. In advance of the meeting, if individual members of the Board of Selectmen or other municipal officials would like to speak with Nature's Remedy to address any concerns and discuss potential benefits to the Town, we are available. We are also cognizant of open meeting requirements, however, and do not want to jeopardize our ability to work with the Town.

For the Board's review prior to the meeting, we have enclosed a packet with information about Nature's Remedy, an outline of our proposed security and operations plan, and a selection of studies and media attention regarding medical marijuana.

We look forward to the opportunity to meet with the Board of Selectmen. Please do not hesitate to contact our offices if you have any questions. Thank you for your attention to this matter.

Very truly yours,


Valerio G. Romano, Esq.

VGR/tc
Enclosures

VGR Law Firm, P.C.
Phone: (617) 307-4728
Fax: (617) 307-4729

Vicente Sederberg, LLC
Phone: (617) 934-2121
Fax: (617) 514-0008

NATURE'S REMEDY OF MASSACHUSETTS, INC.

About Nature's Remedy of Massachusetts, Inc.: Nature's Remedy of Massachusetts, Inc. ("Nature's Remedy") is a Massachusetts not-for-profit corporation that is currently applying for a Registered Marijuana Dispensary (RMD) registration through the Massachusetts Department of Public Health (DPH). Nature's Remedy has assembled a Management Team with a diverse set of talents to operate a RMD. The team's combined experience includes, but is not limited to running a small business; providing financial services and accounting; running a non-profit organization; cultivating and processing medical marijuana; and providing health care services. Nature's Remedy is interested in opening a RMD in the Town of Grafton. To this end, Nature's Remedy is seeking a letter of support or non-opposition from the Town of Grafton.

Robert Carr, Jr. (CEO): Robert brings over 26 years of business experience to Nature's Remedy's Executive Management Team. For the past 26 years, Robert has owned and operated Carr Construction, Inc., a general construction company that focuses on single-family housing developments and concrete paving and curbing subcontracts. For the past 7 years, Robert has served on the Board of Directors for the Webster House, a 127-year-old non-profit children's home. Robert will utilize his business and non-profit experience to manage a professional, patient-oriented dispensary.

John Brady (COO): John brings over 20 years of business experience to Nature's Remedy's Executive Management Team. From 2002 – 2013, John was CEO of a publically traded agricultural biotech firm in London. In 2013, John became Senior Vice President of Research and Development for Rx Green Solutions, a marijuana-focused nutrient company. Under John's guidance, Rx Green Solutions constructed and managed the only marijuana-focused nutrient research and development facility in the United States. John will work closely with the Executive Management Team to create and manage a state of the art cultivation and production facility.

Colleen Barbarita (CFO): Colleen has over 30 years of experience in the accounting and financial-consulting fields. Since 2000, Colleen has been the Principal of Colleen M. Barbarita, CPA, LLC where she specializes in tax return preparation, tax planning, budgeting, and consulting for individuals, corporations, partnerships, estates and trusts, and non-profits. Colleen has also served as a board member of the Webster House for 12 years, a 127-year-old non-profit children's home. Colleen will ensure financial sustainability, stability, and transparency with all of the Nature's Remedy's financial operations.

Rachelle Topping (Director of Cultivation): Rachelle has over 6 years of experience providing services for marijuana for medical purposes. Rachelle has been honing her medical marijuana cultivation technique since being diagnosed with Hodgkin's Lymphoma in her early 20's. Rachelle's experience began as an intern at Redfearn's Nursery where she learned the day to day operations of a commercial cultivation facility. Currently, Rachelle is founder of Cream, LLC, a consulting firm focused on helping patients grow medical marijuana for themselves. Rachelle will oversee cultivation

operations at Nature's Remedy with the goal of providing patients with safe and effective medicine.

Geoffrey Davis (Director of Security): Mr. Davis has over 45 years of law enforcement and security experience. From 1969 – 1975, Mr. Davis served as a Police Officer at Franklin & Marshall College where he helped establish the first campus police department. For the past 30 years, Mr. Davis has served President and Owner of Electronic Security Protections, Inc. (ESP). ESP focuses on emergency planning as well as designing and installing burglar alarms, fire alarms, card access systems, surveillance cameras, and hold up and panic systems. Mr. Davis will oversee all security operations at Nature's Remedy to ensure the highest standards of security and safety.

Maria Langley, RN, BSN (Chief Medical Officer): Maria has actively provided direct patient nursing care for the past eight years in acute care settings. Maria has provided care for patients spanning a wide demographic, including babies, infants, children, adults, and the elderly. Maria carefully evaluates every patient's needs on an individual basis and works to attain personal treatment goals ranging from life-saving to palliative care. As Chief Medical Officer, Maria will work closely with patients, caregivers, and their families to create alternative treatment plans that will best fit the patient's needs. Maria will also be responsible for implementing and overseeing Nature's Remedy's educational program.

Financials: Per the DPH requirements, \$500,000.00 has been committed to Nature's Remedy for this application, and Nature's Remedy has additional capital available.

Benefits to Grafton: Potential excise tax based on sales through the state legislature; property taxes; donations from Nature's Remedy, once profitable; jobs with benefits for local residents; and the ability to exercise control over the facility through local regulatory authority. Nature's Remedy also anticipates that local retail businesses will benefit from approximately 800 to 1,400 patients visiting the RMD on a monthly basis.

Security: The Regulations for the medical use of marijuana program have detailed security requirements located at 105 CMR 725.110. These requirements include, but are not limited to: limiting access to those authorized by the DPH under the program; destruction of excess marijuana; and advanced surveillance and security systems. In addition, Nature's Remedy plans to work closely with the Grafton Police Department to address any and all concerns of the Town.

Process: Nature's Remedy has submitted Phase I (the Application of Intent) and Phase II (the Management and Operations Profile) of its two RMD applications to the DPH, and the DPH has invited Nature's Remedy to submit Phase III (the Siting Profile). One of the requirements for the Siting Profile is to obtain a letter of support or non-opposition from the proposed municipality in which the applicant intends to locate. As such, Nature's Remedy is seeking such a letter from the Town of Grafton.

Program: The Medical Use of Marijuana Program in Massachusetts is one of the most highly regulated programs in the country. The program is designed to provide safe medicine (tested for pesticides, metals, microbes, and concentration) exclusively to patients who have been approved by their doctors and the Massachusetts Department of Public Health. Additionally, the program requires implementation of a real time "seed to sale" tracking system which securely tracks and controls the amounts of marijuana from the time it is planted until the time it is sold to patients for medical use.

The DPH Letter of Support or Non-Opposition Template is attached to this letter.

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant must submit a letter of support or non-opposition from both municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead.

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].
I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

Signature (add more lines for signatures if needed)

Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____



Vicente Sederberg, LLC
VGR Law Firm, P.C.
109 State Street, Suite 404
Boston, MA 02109



THE BENEFITS OF MEDICAL MARIJUANA: STUDIES AND MEDIA ATTENTION

As medical marijuana programs continue to be legalized in states throughout the country, the academic, scientific, and medical communities have begun publishing studies demonstrating the medicinal benefits of marijuana. Below, please find summaries of seven studies on medical marijuana conducted by leading institutions and an example of the media attention that has resulted from such studies. Please note that these studies are not meant to serve as an exhaustive compilation of all of the research in this emerging field.

A study conducted by Wayne State University Medical School in 2013 focused on the growing body of research supporting the proposition that the use of medicinal marijuana is associated with a **decline in the use of prescription drugs, including opiates**. This study found that medical marijuana patients consistently reported using marijuana to substitute or wean off prescription narcotic drugs. In the study, all of the interviewed patients reported having reduced their overall prescription drug use, especially the use of opiates, by using medical marijuana.¹

Another study, conducted by the American Medical Association examined the association between state medical cannabis laws (i.e. the legalization of medicinal marijuana) and opioid mortality rates. This study, which analyzed data from all 50 states, concluded that the states that enacted medical cannabis laws had a **24.8% lower mean annual opioid overdose mortality rate** compared with the states without medical cannabis laws.²

A widely cited 2012 joint study published by the University of Colorado and the Institute for the Study of Labor analyzed large national data sets of self-reported marijuana use by high school students in the years leading up to and following the enactment of medical marijuana laws. The researching economists concluded that their **results were not consistent with the hypothesis that the legalization of medical marijuana caused an increase in the use of marijuana and other substances** among high school students.³

Using surveys of 1,098,270 adolescents between 1991 and 2014, Lancet Psychiatry published a 2015 study that analyzed data to determine (1) whether marijuana use was higher overall in states that passed a medical marijuana law up to 2014; and (2) whether the risk of marijuana use changed after passage of medical

¹ Peters II, David C., *Patients and Caregivers Report Using Medical Marijuana to Decrease Prescription Narcotics Use*, HUMBOLDT J. OF SOC. REL., WAYNE STATE UNIVERSITY SCHOOL OF MEDICINE (2013).

² Bachhuber MD, Marcus A., *Medical Cannabis Laws and Opioid Analgesic Overdose Mortality in the United States, 1999 – 2010*, J. AMER. MED. ASSOC. INTERNAL MEDICINE (2014).

³ Anderson, D. Mark, *Medical Marijuana Laws and Teen Marijuana Use*, UNIVERSITY OF COLORADO AND THE INSTITUTE FOR THE STUDY OF LABOR (2012).

marijuana laws. The results of the study suggest that **passage of state medical marijuana laws do not increase adolescent use of marijuana**.⁴

Analyzing the data from the U.S. National Survey on Drug Use in Households (NSDUH), a study published by the International Journal of Drug Policy further confirmed the Lancet Psychiatry study by concluding that, when the NSDUH data is properly analyzed, there is no evidence of a significant increase in youth marijuana use after the implementation of state medical marijuana laws. In addition to confirming the Lancet Psychiatry study, the International Journal of Drug Policy study rebutted Stolzenberg, D'Alessio, and Dariano's contrary conclusion because Stolzenberg et al. did not control for the fact that states that passed medical marijuana laws from 2002-2011 tend to already have higher past-month marijuana use before passing medical marijuana laws.⁵

A National Highway Traffic Safety Administration study on drug and alcohol crash risk found that analyses incorporating adjustments for age, gender, ethnicity, and alcohol concentration level **did not show a significant increase in crash risk associated with the presence of THC** or illegal drugs. The study shows that crash risk grows exponentially with increasing breath alcohol concentration, whereas the presence of THC in the drivers' blood or oral fluid results in much lower or no elevated crash risk estimates.⁶

Researchers at the University of Texas at Dallas analyzed the relationship between medical marijuana laws and crime rates and found that **medical marijuana laws are not predictive of increased crime rates and may relate to a decrease in the rates of homicide and assault**. Furthermore, robbery and burglary rates in states with medical marijuana laws were not affected, contrary to the assumption that dispensaries and cultivation facilities lead to an increase in victimization.⁷

The results of these studies—and many others like them—are not being ignored by the mainstream media. Dr. Sanjay Gupta, CNN's Chief Medical Correspondent, published an article in 2013 titled "Why I Changed My Mind on Weed". In his article, Dr. Gupta apologized for his previous article from 2009 titled "Why I Would Vote No on Pot" stating that he jumped to conclusions before doing adequate research and was "too dismissive of the loud chorus of legitimate patients whose symptoms improved on cannabis." Dr. Gupta went on to produce a documentary showing the benefits of medicinal marijuana that won the 2015 Alfred I duPont Award for Journalism from Columbia University.⁸

⁴ Hasin, Deborah S. et al., *Medical marijuana laws and adolescent marijuana use in the USA from 1991 to 2014: results from annual, repeated cross-sectional surveys*, THE LANCET PSYCHIATRY, June 16, 2015. [http://www.thelancet.com/pdfs/journals/lanpsy/PIIS2215-0366\(15\)00217-5.pdf](http://www.thelancet.com/pdfs/journals/lanpsy/PIIS2215-0366(15)00217-5.pdf)

⁵ Wall, Melanie M., et. Al., *Prevalence of marijuana use does not differentially increase among youth after states pass medical marijuana laws: Commentary on Stolzenberg et al. (2015) and reanalysis of US National Survey on Drug Use in Households data 2002-2011*, INTERNATIONAL JOURNAL OF DRUG POLICY, January 21, 2016. [http://www.ijdp.org/article/S0955-3959\(16\)00038-4/pdf](http://www.ijdp.org/article/S0955-3959(16)00038-4/pdf).

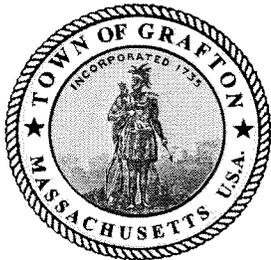
⁶ Compton, Richard P. and Berning, Amy, *Drug and Alcohol Crash Risk*, NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION, February 2015.

⁷ Morris, Robert G., et al., *The Effect of Medical Marijuana Laws on Crime: Evidence from State Panel Data, 1990-2006*, UNIVERSITY OF TEXAS AT DALLAS, Program in Criminology, March 2014.

⁸ *Weed: A CNN Special Report by Dr. Sanjay Gupta* (CNN television broadcast 2013), available at https://www.youtube.com/watch?v=hrVXRZYI_x0.

These studies provide a glimpse into the benefits of medicinal marijuana and the questions researchers are exploring in this new area of study. As previously mentioned, this list of studies is not exhaustive and we are continuously keeping abreast of new research and discoveries. Please do not hesitate to reach out with any additional questions or for copies of the studies described herein.

If the Board is in agreement, the Board will affirm the appointment of Tina Abdi to the position of part-time Administrative Assistant to the Treasurer/Collector's office.



Town of Grafton
Office of the Treasurer/Collector
30 Providence Road
Grafton, MA 01519

Tel. (508) 839-5335 Ext 1170 • Fax (508) 887-9538
Email: treasurercollectors@grafton-ma.gov

To: Timothy P. McInerney, Town Administrator
From: Jessica L. Gomez, Treasurer/Collector
Date: August 11, 2016
RE: Part Time Administrative Assistant in the Treasurer/Collector's Office

After interviewing several candidates for the available part-time position of Administrative Assistant in the Treasurer/Collector's office, I would like to recommend the appointment be awarded to Ms. Tina Abdi.

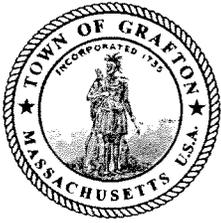
Ms. Abdi's education and prior work experience shows that she has the ability and knowledge needed to perform all aspects of the position. Tina's history demonstrates that she is hardworking, dedicated and responsible, with excellent computer skills and the ability to concentrate on details.

I feel Ms. Abdi would be a benefit to the Treasurer/Collector's office and a dynamic member of our team.

Please let me know if you have any questions.

cc: Doug Willardson, Assistant Town Administrator

If the Board is in agreement, the Board will affirm the appointment of Lori Galvin to the position of part-time cook for the Council on Aging.



Town of Grafton

Grafton Senior Center
Council on Aging
30 Providence Road
Grafton, Massachusetts 01519

Ph. (508) 839-9242
Fax (508) 839-7306
Email: coa@grafton-ma.gov

Ref. #93-16

✓TO: Tim McInerney, Town Administrator
FROM: Barbara Connelly, COA Director *bc*
DATE: August 11, 2016
RE: **NEW HIRE – PART-TIME COA COOK**

I recommend the appointment of Lori Galvin, 119 Belvidere Street, Springfield, MA 01108 to the position of part-time COA cook (max. 10 hrs/week).

Lori will start on August 31st, with a salary of \$15.00/hour, with a 6 month review, at which time her salary would be reviewed and increased as determined by her performance.

I will forward Lori's application once received. I have a copy of her ServSafe certificate and her CORI came back fine.

If you need additional information, please feel free to contact me.

BC

If the Board is in agreement the Board will vote to appoint Melinda J. Springer to the Cultural Council.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: August 2, 2016

Name: Melinda J Springer

Home Address: 18 Keith hill road
GRAFTON, MA 01519

Mailing Address: 18 Keith hill road
GRAFTON, MA 01519

Phone Number(s): (508)265-8718 - Cell

Email Address: Melindajspringer@gmail.com

Current Occupation/Employer: Mother

Narrative: My availability is flexible. I have a Bachelor's degree in Business Management. Throughout school I was in band and continue to enjoy attending orchestra and ballet performances.

Board(s) / Committee(s): ___ CULTURAL COUNCIL

If the Board is in agreement the Board will vote to accept the resignation of
Cyndi Zarriello – Board of Library Trustees

20 July 2016

Grafton Public Board of Library Trustees

Grafton, MA 01519

Cyndi Zarriello

8 Rittenhouse Rd

Grafton, MA 01519

Dear Doug,

I am resigning my position on the Board of Library Trustees due to a conflict in interest. I have accepted a position as a Library Assistant at the Grafton Public Library.

I have enjoyed my 2+ years on the Library Board and I look forward to seeing all the great things you will be doing.

Thanks,

A handwritten signature in cursive script that reads "Cyndi".

Cyndi

If the Board is in agreement, the Board will vote to approve a One Day Beer and Wine License for Grafton Men's Softball (Stephen Nicalek) for 9/3, 9/4 & 9/5.

Grafton Men's Softball
Company Name:

DATE:

Application for and/or renewal of Town License. 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.

9/3-9/5
Date(s) of Function

Ferry St. Ballpark
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)
- (X) One Day Beer & Wine (\$25) x 3
- () One Day All Alcoholic (\$25)
- () Second Hand Articles (\$40)

Name: _____

Manufacturer: _____

Business Name: Grafton Men's Softball

License in name of: Stephen Nicaluk

Title: President

Business Address: 200 Main St.
South Grafton, MA 01560

Phone No.: 508-410-7764

Residence: 18 Fairlawn St.
North Grafton, MA 01536

Phone No. 508-410-7764

Signature of Applicant: [Signature]

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.

Stephen Nicalek

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

18 Fairlawn St.

Street Address

N. Grafton

City/Town

MA

State

01536

Zip Code

Stephen Nicalek

* 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: 7/14/16

Next Scheduled Meetings of the Selectmen

Vote to sign Bayside Engineering contract for design services for Bridge Park.

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF GRAFTON, MASSACHUSETTS
AND
BAYSIDE ENGINEERING, INC.
FOR
BRIDGE PARK
BRIDGE STREET (ABANDONED) OVER QUINSIGAMOND RIVER**

This AGREEMENT, made and entered into the _____ day of _____, 2016 by and between the TOWN OF GRAFTON, MASSACHUSETTS (hereinafter referred to as the "TOWN") and BAYSIDE ENGINEERING, INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 600 Unicorn Park Drive, Woburn, Massachusetts 01801 (hereinafter referred to as "BAYSIDE").

WHEREAS, the TOWN desires BAYSIDE to perform professional services in connection with providing engineering and landscape design services for the final design of Bridge Park (Bridge Street (abandoned) over the Quinsigamond River).

The TOWN and BAYSIDE, for the consideration hereafter set forth, agree as follows:

I. GENERAL

For the purposes of this Agreement, BAYSIDE shall provide professional engineering services necessary for the development and the preparation of plans, specifications, and cost estimates for landscape and grading improvements for Bridge Park (Bridge Street (abandoned) over the Quinsigamond River) and the surrounding area.

All work will be performed in conformance with the standards, policies, and procedures of the Massachusetts Department of Transportation (MassDOT) and the TOWN as may be applicable. The Scope of Services shall be apportioned as follows:

II. SCOPE OF SERVICES

Basic Engineering Services

Field Survey

For the additional project limits BAYSIDE will provide a topographic survey necessary for design and shall include all pertinent physical features. It is anticipated that base plans will be prepared using available record layout information and augmented with field survey. The plans will be prepared showing the existing right-of-way and all features and improvements for a minimum of 25 feet outside of the limits of the 2005 Stone Arch Bridge Master (concept) Plan by Gates, Leighton & Associates, Inc. Any utility information will be compiled from record plans and included on the base plans. All survey information will be plotted at an appropriate

scale for use in the design and shall be in close conformance with State design guidelines and criteria.

Final Design

Final plans will include construction plans, an updated estimate and other details necessary to complete the work. In addition, this phase of the work shall include, as may be applicable, estimates for major work items, signs, and traffic management plans for safety during construction.

Structural Engineering Services

The installation of the pedestrian railing will require solid embedment to meet construction standards for safety. In addition, the installation of a new walking surface on the bridge will require special construction methods to accommodate future bridge settlement. Structural design will include selection of a Town-approved code compliant pedestrian railing system; flexible bridge paving surface design; railing post anchor design; installation detail drawings; and special provision construction documentation.

Wetland Delineation

BAYSIDE will oversee the performance of wetland delineation services, by a wetlands specialist, which will include delineating regulated wetland resources area boundaries within 100 feet of the limits of work and the identification of perennial streams within 200 feet of the limits of work for the entire project limits.

The wetland specialist shall perform the wetland resource area delineation (flagging) necessary for incorporation into the survey base plans. All wetland resource area boundaries within the project limits shall be identified and delineated/flagged in the field for pick-up by Bayside's survey crew(s).

Environmental Permitting Services

BAYSIDE will prepare and submit an NOI permit application with Massachusetts Department of Environmental Protection and the Grafton Conservation Commission for the proposed reconstruction project. Additional permitting work beyond the preparation of a NOI as described herein shall be considered beyond this Scope of Services.

BAYSIDE will prepare for and attend two (2) public hearings or meetings with the Grafton Conservation Commission.

Landscape Architect Services

Conduct one Landscape Architect site visit to assess the existing site, vegetation, project setting and views.

Review any existing design drawings, engineering drawings and the local Rules and Regulations as they pertain to this site.

Coordinate with Town Staff to develop and present one preliminary design.

Prepare the Final Landscape Plan(s) for submittal to the Client for approval. The Landscape Plan will include plant locations, plant list, details and notes for the landscape design.

Prepare one color rendering of the Landscape Plan for presentation for the Public Hearing(s). Photographs of proposed plant materials will be included on the presentation board.

Structural, Bid and Construction Services

Supplemental Structural Engineering Services

Bayside will provide structural design, as required, for a soil slope retaining system or retaining wall (wall, geotextile fabric, etc.) for the southwest quadrant of the project site. Design will include selection and design of appropriate slope stabilization treatment or retaining wall as dictated by the topography; detail drawings; and special provision construction documentation.

Bid Phase Services

Bayside shall lend advice to the TOWN in advertising those portions of the project for public bidding not to be undertaken by the TOWN's own work forces.

Bayside shall review the bids for completeness and consistency and render an opinion as to the legitimacy of the lowest bid price.

Bayside shall conduct a background check of the apparent lowest bidder by contacting references provided for similar projects.

Construction Administration

BAYSIDE can provide construction assistance if requested by the TOWN during the construction process.

III. FEES

The fees for the work as described in Section II - Basic Engineering Services shall be billed to the TOWN on a for a Lump Sum Fee of \$31,950.00 as shown in Attachment A. The fees for the work as described in Section II - Bid and Construction Services shall be billed to the TOWN on a time and expense basis shall not exceed \$3,500.00 unless mutually agreed upon in the form of an Amendment to this Agreement.

Reimbursable expenses as may be required shall be billed to the TOWN on a direct expense basis at 1.10 times cost. Reimbursable expenses incurred in conjunction with the performance of

the work shall include, but are not necessarily limited to police details, additional printing costs unless otherwise provided for herein, or other additional outside services as may be required and/or requested by the TOWN.

IV. MISCELLANEOUS

It is understood that all information that the TOWN has available relative to the project (i.e., existing plans, hydraulic studies, traffic study information, etc.) will be made available to BAYSIDE so that we may properly review the project area.

All required Historic Ch. 254 or Section 106 permitting, documentation and mitigation shall be completed by the TOWN and/or the Grafton Historic Commission.

The Town of Grafton shall provide a certified abutters list for all properties abutting or within 100 feet of the bridge and proposed site work.

Nothing contained herein shall obligate BAYSIDE to prepare for, or appear in arbitration or litigation on behalf of the TOWN or to undertake additional work on matters not included herein, except in consideration of additional compensation mutually agreed upon.

Fees for services as described herein will be paid to BAYSIDE by the TOWN as the work progresses, based upon the presentation of a monthly statement for services by BAYSIDE. (See attached "Standard Terms and Conditions.")

Unless otherwise provided for hereinbefore, the attached "Standard Terms and Conditions" are incorporated herein by reference, and shall be considered a part of this Agreement.

V. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and shall supersede all understandings and agreements between the parties prior to the date hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

BAYSIDE ENGINEERING, INC.

DATE: _____

BY:  _____
Brian Sullivan, P.E.
Senior Engineer

TOWN OF GRAFTON, MASSACHUSETTS
by its Town Manager:

**CERTIFICATION AS TO THE
AVAILABILITY OF FUNDS**

DATE: _____

ATTACHMENT A
TOWN OF GRAFTON, MASSACHUSETTS
BRIDGE PARK
BRIDGE STREET (ABANDONED) OVER QUINSIGAMOND RIVER

Fee Schedule

A.	Basic Engineering Services	
	1. Topographic Survey/Base Plans	\$ 9,750
	2. Wetland Delineation	\$ 2,000
	3. Environmental Permitting	\$ 4,500
	4. Landscape Services	\$ 6,700
	5. Design and Estimate Completion	\$ 4,000
	6. Pedestrian Railing and Paving Design Services	\$ 5,000
	Total Basic Engineering Services (Lump Sum Fee)	<u>\$31,950</u>
B.	Structural Design (for slope stabilization as necessary)*	<u>\$ 4,000</u>
C.	Bid Services*	<u>\$ 3,500</u>
	Total Basic Engineering and Construction Services	<u>\$39,450</u>

*Structural design and Bid Services to be invoiced at Bayside's Standard Hourly Billing Rates based upon level of involvement as directed by TOWN.

BAYSIDE ENGINEERING, INC. - STANDARD TERMS AND CONDITIONS

1. General: The following Standard Terms and Conditions, together with the attached Proposal and Standard Fee Schedule constitute the Agreement between Bayside Engineering, Inc. and the entity or person to whom the proposal is addressed (Client) for the performance of basic or additional services. The Standard Fee Schedule may be omitted for Lump Sum type Agreements.

2. Standard of Care: Services provided by the Bayside Engineering, Inc. under this agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession (the generally accepted professional standard care) in the same locale currently practicing under similar circumstances and at the time of the subject services. No warranty, express or implied, is included or intended by this Agreement.

3. Payments: Unless otherwise agreed upon, payments are due within thirty days after the rendering of our invoices. Failure of the Client to make payments when due may be cause for suspension of services. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. Bayside Engineering, Inc. shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts, including reasonable administration, legal consulting fees and agency fees. In the event Bayside Engineering, Inc. must engage counsel to enforce overdue payments, Client will reimburse Bayside Engineering, Inc. for all reasonable attorney's fees and court costs.

4. Special Consultants/Subcontractors are those defined as providing services other than those provided by normal consultants associated with Bayside Engineering, Inc.

5. Insurance: Bayside Engineering, Inc. shall obtain and maintain during the performance of this Agreement its standard insurance coverage as follows:

Professional Liability insurance policy during the performance of this Agreement for errors, omissions or negligent acts arising out of performance of this Agreement in the amount of \$2,000,000

Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.

Comprehensive General Liability Insurance including property damage, bodily injury or death, in an amount not less than \$2,000,000/\$2,000,000 and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in an amount not less than \$500,000/\$1,000,000.

6. Electronic Media: All electronic media shall be the exclusive property of Bayside Engineering, Inc. unless otherwise stated in Bayside Engineering, Inc. written agreement. Bayside Engineering, Inc. may agree to provide materials to client stored electronically. Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission,

conversion, media degradation, software error or human alteration. Accordingly, documents provided to client in electronic media are for informational purposes only and not an end product.

Documents will conform to specifications defined in the scope of services. The documents are submitted to client for an acceptance period of 30 days. Any defects which client discovers in that time period shall be reported to Bayside Engineering, Inc. for correction. Bayside Engineering, Inc. makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.

The electronic media are instruments of professional service and shall not be used in whole or in part for any project other than that for which they were created, without the express written consent of Bayside Engineering, Inc. and without suitable compensation. Accordingly, client agrees to waive any and all claims against Bayside Engineering, Inc. resulting in any way from the unauthorized reuse or alteration of electronic media and to defend, indemnify and hold Bayside Engineering, Inc. harmless for any claims, losses, damages or costs, including attorney's fees, arising out of the reuse of any electronic media.

7. Design Services / Changes to Design: This contract and associated design fee does not include excessive changes to the working drawings after initial completion or excessive changes during the final design stage. Said changes shall be considered *Additional Services*, and shall be billed on an hourly basis at Bayside Engineering, Inc. standard billing rates in affect at the time services are performed. When excessive changes occur or are requested by the client, Bayside Engineering, Inc. shall notify the client in writing and request written authorization for Additional Services before proceeding with said services.

Estimates: As Bayside Engineering, Inc. has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of our firm's experience and judgment as design professionals, but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

8. Services During Construction: If Bayside Engineering, Inc. services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the site, will be to enable Bayside Engineering, Inc. to better perform the duties and responsibilities assigned to and undertaken by it as a design professional, and to provide the client with a greater degree of confidence that the completed work of contractors will conform generally to the contract documents.

Bayside Engineering, Inc. shall not, during such visits or as a result of observations of construction, supervise, direct or have control over Contractor's work nor shall Bayside Engineering, Inc. have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractors or safety precautions and programs incident to the work of contractors or for any failure of contractors to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors furnishing and performing their work. Bayside Engineering, Inc. does not guarantee the performance of the construction contract by the contractors and does not assume

BAYSIDE ENGINEERING, INC. - STANDARD TERMS AND CONDITIONS

responsibility for contractors failure to furnish and perform their work in accordance with the contract documents.

If Bayside Engineering, Inc. services during construction include shop drawing review, Bayside Engineering, Inc. will review (or take other appropriate action with respect to) shop drawings, samples and other data which contractors are required to submit, but only for conformance with the design concept of the project and compliance with the design concept of the project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Bayside Engineering, Inc.'s review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

It is understood that the contractor, not the Engineer, is responsible for construction of the project and that Bayside Engineering, Inc. is not responsible for acts or omissions of any contractor, subcontractor or material supplier, for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures, employed by the contractor.

9. Termination: The Client or Bayside Engineering, Inc. may, at any time and for any reason terminate this agreement by giving ten (10) days written notice effective after receipt of said notice by either party. Client agrees to compensate Bayside Engineering, Inc. for all services performed prior to the effective date of the termination, together with reimbursable expenses including subcontractors, subconsultants and vendors. No deductions shall be made from Bayside Engineering, Inc. compensation on account of sums withheld from payments to subcontractors, nor shall payment to Bayside Engineering, Inc. be contingent upon financing arrangements or receipt of payment from any third party.

If client fails to make payment when due for services and reimbursable expenses, Bayside Engineering, Inc. may, upon seven (7) days written notice to client, suspend performance of services under this agreement. Unless payment in full is received by Bayside Engineering, Inc. within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Bayside Engineering, Inc. shall have no liability to client for delay or damage to client or others because of such suspension of services.



2016 - 2018 Hourly Billing Rates

SURVEYING	2016	2017	2018
THREE PERSON SURVEY CREW	\$185.00	\$190.00	\$195.00
GPS SURVEYOR	\$175.00	\$180.00	\$185.00
TWO-PERSON SURVEY CREW	\$160.00	\$170.00	\$175.00
PROFESSIONAL LAND SURVEYOR	\$130.00	\$135.00	\$140.00
CONSTRUCTION SERVICES			
CONSTRUCTION PROJECT MANAGER	\$110.00	\$110.00	\$115.00
CONSTRUCTION ENGINEER	\$95.00	\$100.00	\$105.00
RESIDENT PROJECT REPRESENTATIVE	\$80.00	\$85.00	\$90.00
DESIGN SERVICES			
PRINCIPAL	\$165.00	\$170.00	\$175.00
PROJECT MANAGER	\$155.00	\$160.00	\$165.00
PROJECT MANAGER - NIGHT MEETINGS	\$200.00	\$210.00	\$215.00
PROJECT MANAGER – COURT TESTIMONY	\$225.00	\$230.00	\$235.00
SENIOR ENGINEER	\$135.00	\$140.00	\$145.00
PROJECT ENGINEER	\$120.00	\$125.00	\$130.00
SENIOR DESIGNER	\$110.00	\$115.00	\$120.00
STAFF ENGINEER	\$95.00	\$100.00	\$105.00
JR. ENGINEER/DESIGNER	\$85.00	\$90.00	\$95.00
SENIOR DRAFTER	\$75.00	\$80.00	\$85.00
CLERICAL	\$60.00	\$60.00	\$65.00

REIMBURSABLE EXPENSES

MILEAGE \$.40 / MILE

ALL OTHER EXPENSES TO BE BILLED AT 1.10 MULTIPLIER OF COST



If the Board is in agreement, the Board will vote to approve Chapter 90 paperwork for the layout for Carroll Road.

CHAPTER 90 – PROJECT REQUEST

8/2012

updated

*2 Original Signed Project Request Forms are to be submitted.

CONTRACT

50813

Classification: _____

Primary Road: _____

Local Road: _____

City/Town: Grafton

Location(s): Carroll Road

Length: _____ feet Width: _____ feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	_____
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

<u>Right of way and design of sidewalk on Carroll Road</u>
--

WORK TO BE DONE:

Force Account: Advertised Contract: Other: Quotes

Estimated Cost (Please attach estimate and list funding source(s)): \$ 31,050.00

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:
Signed: _____ State Aid Engineer Date
Road Classification Verified: _____
Approved for \$ _____ @ 100%
_____ District Highway Director Date

Signed: <u>Brian Szyba</u> <u>8/11/12</u>
<u>Engineer</u> Highway Official's Title Date

Accounting Official's Title Date

Date Duly Authorized Municipal Officials



Phone 508.752.1001
 Fax 508.752.1276
 www.vhb.com

Engineers | Scientists | Planners | Designers

Union Station, Suite 219
 2 Washington Square
 Worcester, MA 01608-1100

Client Authorization

New Contract

Date July 29, 2016

Amendment No.

Project No. 84450.07

Project Name Carroll Road/Worcester Street (Route 140) Sidewalks
 Grafton, MA

		Cost Estimate	
		Amendment	Contract Total
To:	Doug Willardson Asst. Town Administrator Town of Grafton Grafton Municipal Center 30 Providence Road Grafton, MA 01519	Labor	\$28,850.00
		Expenses	<u>\$2,200.00</u>
		TOTAL	\$31,050.00

E-mail: willardsond@graffton-ma.gov

Lump Sum

Time & Expenses

Cost + Fixed Fee

Labor Multiplier

Phone No: 508-839-5335 x1180

Estimated Date of Completion: 90 days from
written Notice to
Proceed

Scope of Services:

VHB will provide engineering services to the Town of Grafton ("TOWN") to design new sidewalk locations within the Carroll Road/Worcester Street (Route 140) intersection. The major goal of the design efforts is to provide a complete pedestrian connection from the center of Town to the commercial businesses along Worcester Street, ending at the Snow Road intersection. The following tasks are outlined below.

1.0 Field Reconnaissance

\$6,450.00

Topographical and property surveying services will be provided to prepare existing conditions topographical base plans within the project limits. Plans will depict one (1) foot contours, existing surface features, spot elevations, wetland flagging locations, edge of pavement, approximate property lines based upon Assessors records, and utilities from surface indication. However, no invert elevations on sewer and drainage structures. Topographical coverage will extend 10 feet beyond the layout lines of both roadways. VHB will conduct a site visit to verify the accuracy of the base mapping compiled and also conduct a photometric inventory of the project area.

Through a preliminary review of the project area, it has been determined that wetland resources are present. Therefore, VHB will conduct wetland resource area delineation in accordance with the Massachusetts Wetlands Protection Act (WPA), MGL C. 131 § 40, and the Federal Clean Water Act, the 1987 Corps of Engineers Wetlands Delineation Manual, and guidance in Clarification and Interpretation of the 1987 Manual, dated March 6, 1992. This task includes the delineation of wetland resource areas at and adjacent to the Project Area in accordance with state and federal guidelines. Documentation will be provided on state Appendix G Wetland Delineation Forms or US Army Corps Wetland



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Determination Forms (as applicable) for submittal to regulatory agencies. Wetland flags set will be located as part of the surveying task.

As part of this task, VHB will also gather and review all data available for the project area. It is understood that the TOWN will provide any existing conditions plans that VHB will review as part of this task.

2.0 Preliminary Contract Document Preparation

\$5,650.00

VHB will prepare a preliminary roadway plan set and presented to the Town at a design progress meeting for their review and comments. As part of this task, VHB shall perform the following services:

- Prepare graphic geometrics of sidewalk alignment.
- Design a typical sidewalk section.
- Define project limits, construction materials, and conceptual details.
- Outline right of way actions required, if any.

Preliminary Estimate - A preliminary construction estimate will be prepared for use in budgeting the project. Cost at this stage will be approximate only. Unit prices for standard items will be estimated based on the current data available on the Massachusetts Department of Transportation (MassDOT) website.

3.0 Final Contract Document Preparation

\$7,250.00

Once the preliminary plans have been approved by the TOWN, VHB would then prepare Final Contract Documents for use by the Town to bid the project for construction.

In the development of the final design and the preparation of the Contract Documents, the ENGINEER shall perform the following project tasks:

Sidewalk and Roadway Design - Provide design plans and calculations for:

- Construction/materials
- Layout (including handicap accessibility)
- Drainage system(s)
- Pavement markings
- Sign Summary
- Typical Sections
- Alignment
- Construction details
- Traffic Management Details

Utilities - Coordinate with municipality and private utility companies to establish relocation and/or modification procedures for existing utilities compatible with proposed improvements. This task does not include the design of new utilities.

Special Provisions - Prepare Special Provisions to the Standard Specifications based on the Standard MassDOT Specifications for Highways and Bridges.



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Bid Documents - Prepare for review and approval by the Town, its legal counsel, and other advisors Contract Bidding Documents for use by the Town in soliciting construction bids. The package will include technical specifications, bid forms, bonding forms and requirements and a sample contract for the Town/Contractor agreement.

4.0 Bidding Services **\$3,500.00**

VHB understands that the Town will utilize their general terms and conditions in order for them to bid this project. As part of this task, VHB will assist the Town in preparing the necessary bid documents, attend a pre-bid conference, if required, review bids received, provide technical assistance in responding to questions from prospective bidders, issue any necessary addenda to the bid documents and provide a recommendation for project award.

5.0 Environmental Permitting **\$6,000.00**

Based on a preliminary review of the project area, VHB has determined that wetland resources exist within or adjacent to the project area. However, VHB has also assumed that the proposed design will result in wetland impacts less than 5,000 square feet and no actual filling of any resource areas. Therefore, as part of this proposal, VHB will prepare and file a Notice of Intent (NOI) for the project with the Town of Grafton Conservation Commission and the Massachusetts Department of Environmental Protection (DEP). A draft NOI will be submitted to the Town of Grafton for review and all comments will be addressed before a final document is submitted to the Grafton Conservation Commission. The NOI will include the completed NOI form and an attached narrative description of the project. As part of the NOI, VHB will develop mitigation plans to avoid, minimize, and compensate for impacts to resource areas. The NOI will also include proposed measures to minimize the impact of the proposed project on water quality by developing measures to treat stormwater runoff from the roadway in accordance with the DEP's Stormwater Management Standards. The ENGINEER will attend up to two (2) Conservation Commission public hearings and also one (1) site walk, if necessary.

6.0 Direct Expenses **\$2,200.00**

Miscellaneous expenses for mileage, printing and postage will be billed as a direct expense. However, The TOWN agrees to provide police services as required for all field activities such as roadway survey. The VHB, or its subconsultant, will coordinate its schedule with the local police services, and the TOWN will be responsible for payment of such services directly to the local police. Expenses for such services are not part of this proposal and, therefore, not included in the fee contained herein.

SERVICES NOT INCLUDED

1. Major drainage studies and design of major storm drains. (It is to be assumed that proposed drainage will be connected to existing drainage lines and that no major drainage study or design beyond the limits of work will be required).
2. Traffic Signal design/modifications
3. Right-of-Way document preparation.
4. Public meetings.
5. Project meetings, other than outlined above.
6. Construction Phase Services

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the TOWN's request, that contains the Scope of Services, Compensation, and Schedule to complete the additional services.

If the Board is in agreement, the Board will vote to approve Chapter 90 paperwork for flashing signal lights on the crosswalk at Providence Road and Brigham Hill Road and for crosswalks at the schools.

Alexa Avram
 Direct: 916-330-1081
 Office: 916-394-9884 Ext 232
 CUST. #8467

Quote #TS-61915-1

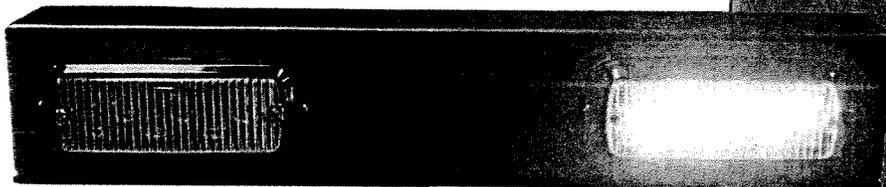
Item #	Description	U/M	Unit Price	QTY.	EXTENDED
383	65W Solar Panel	EA.	\$344.50	2	689
466	Solar Panel Mount	EA.	\$97.50	2	195
6666	Battery, 100AH	EA.	\$305.50	2	611
7794	Pole Collar				
7332	Base Extended Neck Aluminum	EA.	\$58.50	2	117
7349	14' Pole Aluminum Sch. 40	EA.	\$175.50	2	351
5501	Anchor Bolt Template	EA.	\$338.00	2	676
4220	Anchor Bolts Galvanized	EA.	\$13.00	2	26
*0	RRFB, Single Side, (NO CONFIRMATION) DC	EA.	\$8.45	8	67.6
			\$718.90	2	1437.8
*1000	Fislr Cab Assembly, Solar, 24/7, Dimming, 1-2 Batt SOLAR-2NX-UNN-H	EA.	\$1,332.50	2	2665
TOTAL QUOTE					\$6,835.40



Traffic Safety Corporation
2708 47th Ave.
Sacramento, CA 95822-3806
Toll Free: 888.446.9255
Tel: 916.394.9884
Fax: 916.394.2809
Email: sales@xwalk.com
Web: www.xwalk.com



TS60-RRFB LED Rectangular Rapid Flash Beacon



General Description

Our Rectangular Rapid Flash Beacons (RRFBs) are used to supplement warning signs at uncontrolled intersections or mid-block crosswalks. Our RRFBs feature flashing, high-intensity LEDs that alert motorists that pedestrians are using the crosswalk. Studies have shown that RRFBs significantly increase driver yielding behavior.

Applications

- Pedestrian crossings
- School crossings
- School zones

Benefits

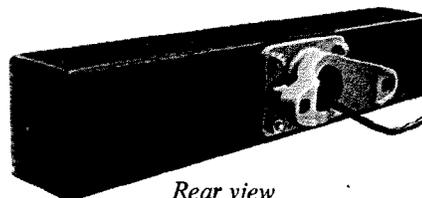
- High intensity LEDs command the attention of drivers and significantly increase driver yield rates.
- LEDs visible under all weather conditions.

Features

- Meets MUTCD requirements.
- Available for 120VAC or 12VDC power input.
- Configured for 2 flash / 3 flash sequence.
- 5-1/2"W x 1-5/8"H Super-LED lens (low current - high output)
- Pedestrian Confirmation Light can be mounted on left or right side of enclosure to alert pedestrians that the RRFB is flashing.
- Vandal proof stainless steel fasteners.
- Black powder coated steel enclosure (20"W x 3-1/2"H x 3"D).



Front top view



Rear view

Visit our web site: www.xwalk.com

If the Board is in agreement, the Board will vote to sign DNR Laboratories Contract for the replacement of the Playout Server System for Grafton Cable Studio.

TOWN OF GRAFTON

DATE: AUGUST 8, 2016

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

DNR Laboratories
Contact: Don Gamsjager
76 Westbury Park Road Suite 203e
Watertown, CT 06795
(203) 263-0003; info@dnrprod.com
www.dnrlaboratories.com

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

All services as specified in the RFP and all four addenda for a replacement Playout Server System (PSS) for our Public Access, Government Access, and Education Access (PEG) channels to be located at our studio facility at 296 Providence Road, South Grafton.

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

DNR Laboratories proposed to perform the work as stated in this contract and quote attached in a workmanlike manner for \$109,800.00.

- a. \$51,162.00 at acceptance of contract as a 50% deposit on material, before any material is ordered and staff is scheduled.
- b. \$51,162.00 at delivery of material to jobsite – 50% balance on material
- c. \$7,476.00 as progressive billing with payment's due NET 15 on issuance of invoices

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$109,800.00.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Goods are delivered to the Town 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 goods are delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.5 Goods: Goods, Supplies, or Materials.

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, 2016, 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. Termination and Default:

7.1 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.

7.2 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.

7.3 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.

8. 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.

9. Statutory Compliance:

9.1 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.

9.2 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.

10. 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.

11. 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).

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Insurance

18.1 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.

18.2 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 or 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

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

Signature Date

Print Name & Title

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:

Print Name

Title/Authority

Project Estimate



Date Prepared 7/28/2016

*Estimate is Valid for 30 Days from the above date

Prepared for: Grafton Community TV
296 Providence Rd
South Grafton, MA 01560

Contact Name: Bob DeToma
Contact Phone: 508.839.2983
Contact Email: DeTomaB@grafton-ma.gov

Project Location:

Project Description:	Proposal for 3 Channel Layout Server
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Time Frame TBD

*Time Frame refers to the full cycle from project approval to completion

Materials

Description	Quantity	Price	Total	Manufacturer Warranty (if applicable)
Tightrope CG330 SDI Bulletin Board/Graphics with SDI Option	3	\$3,050.00	\$9,150.00	
Tightrope CBL-LIVE-330 Live Streaming Video Server	3	\$2,750.00	\$8,250.00	
Tightrope CBL-SVR430-VOD Automation Control/Video On Demand Server	1	\$6,288.00	\$6,288.00	
Tightrope CBL-FLEX4-540-322 Channel Decode/2 Channel Encode w/ 32TB Storage	1	\$27,500.00	\$27,500.00	
Tightrope CBL-FLEX-LITE-340 1 Channel Decode/1 Channel Encode w/ 4TB	1	\$12,500.00	\$12,500.00	
Tightrope Reflect Live VOD Bundle	1	\$1,850.00	\$1,850.00	
AJA KUMP-3232 32X32 HDSID Routing Switcher	1	\$3,250.00	\$3,250.00	
AJA KUMO-CP Control Panel	2	\$595.00	\$1,190.00	
USB to RS-422 converter for AJA control	2	\$25.00	\$50.00	
Black Box SWL030A-FFF 2X1 RS-422 T Switch to switch AJA control between 2 devices for	1	\$125.00	\$125.00	
AJA OG3-FR CN Open Gear Frame w/ Cooling and Network	1	\$1,150.00	\$1,150.00	
Cobalt Digital 9501-DCDAH+FS Converter SD Analog Out for Air w/ audio and Frame Sync	3	\$2,850.00	\$8,550.00	
Cobalt Digital RM20-501-B Rear Panel for above	3	\$150.00	\$450.00	
Apantac OG-US-3500 Open Gear DVI to SDI Converter w/ Genlock	3	\$1,450.00	\$4,350.00	
Apantac OG-US-3500-RM Rear Panel for above	3	\$125.00	\$375.00	
Apantac HDMI-1X2-2 1X2 HDMI 12 bit DA	1	\$141.00	\$141.00	
DVI/HDMI HDMI/DVI Converters as needed for above DA's	1	\$100.00	\$100.00	
Middle Atlantic Shelf for DA's	1	\$35.00	\$35.00	
Avocent MPU2016DAC-001 KVM over IP Switch Matrix MPU2016DAC-001	1	\$4,289.00	\$4,289.00	
Avocent MPUIQ-VMCDP Server Interface Module for DisplayPort & USB Kybd & Mouse	6	\$145.00	\$870.00	
Avocent MPUIQ-VMCHD Server Interface Module for HDMI & USB Kybd & Mouse	3	\$132.00	\$396.00	
Tripplite 2200 VA UPS 20amp	2	\$1,450.00	\$2,900.00	
Tripplite extra battery	2	\$1,080.00	\$2,160.00	
Middle Atlantic 42" Deep Rack 44RU with rear door, f&r rails	2	\$1,150.00	\$2,300.00	
Middle Atlantic Side Panels (pair)	1	\$680.00	\$680.00	
Middle Atlantic Caster Base	2	\$215.00	\$430.00	
Middle Atlantic Top Cooling Fan	2	\$315.00	\$630.00	
Middle Atlantic 2 RU Brush Grommet Panel for Top	2	\$49.00	\$98.00	
Middle Atlantic Thermostatic Fan Controller	2	\$155.00	\$310.00	
Middle Atlantic 2 RU Vent Panel (bottom of racks)	2	\$15.00	\$30.00	
Middle Atlantic Vertical Power Strips	4	\$95.00	\$380.00	
LED Worklights for Racks	1	\$45.00	\$45.00	
1 Year of Support (included in system)	1	\$0.00	\$0.00	
Additional Equipment				
AJA OG-FIBER-2R dual optical to electrical 3G-SDI converter for Open Gear frame	1	\$675.00	\$675.00	



Audio Video Data Voice Integration

76 Westbury Park Road Suite 100E Watertown, CT 06795 (203) 263-0003 (860) 417-3847 info@dnrprod.com

AJA FIDO-T optical to electrical 3G converter	1	\$400.00	\$400.00
2 meter optical pigtails LC to an as yet unspecified optical connector	4	\$25.00	\$100.00
HP Procurve 2620-48-PoE+ Layer 3 Switch GIG 48 Port 10/100/1000	1	\$815.00	\$815.00
Fiber Gbic for HP Switch 1000/10000 Single Mode Fiber	1	\$250.00	\$250.00

Total Material Cost **\$103,062.00**

Installation

Number of Days	5.25
Number of Technicians	2

Total Installation Cost **\$7,476.00**

Programming

Number of Days	0
Number of Technicians	0

Total Programming Cost **\$0.00**

Project Subtotal **\$110,538.00**

CT Sales Tax (if Applicable) **\$0.00**

Project Total **\$110,538.00**

If the Board is in agreement, the Board will vote to sign the stormwater agreement between the Town of Grafton and Tufts.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TRUSTEES OF TUFTS COLLEGE
AND
TOWN OF GRAFTON
FOR
A STORM DRAIN SYSTEM OPERATION & MAINTENANCE AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING (this “Memorandum”) is made on this []th day of August 2016 by and between the Town of Grafton (the “Town”) and the Trustees of Tufts College (“Tufts”) located at 200 Westboro Rd., North Grafton, MA.

WHEREAS, the Graton Planning Board (the “Board”) in its Project Plan Review 2016-1: Equine Sports Medicine Center (ESMC) Decision, dated June 14, 2016 conditioned its decision by requiring that Tufts “shall submit and receive Town approval of a Memorandum of Understanding (MOU) regarding the new storm water drainage system” (C4, p. 8); and

WHEREAS, Tufts desires to enter into this Memorandum in order to comply with the Board’s condition as described above.

NOW, THEREFORE, the Town and Tufts hereby agree to enter into this Memorandum according to the terms and conditions set forth below.

Article 1

Scope and Schedule of Storm Drain System Maintenance Services

Tufts agrees that the components of the storm water system - located on Tufts’ property at Cummings School of Veterinary Medicine or connecting Cummings School of Veterinary Medicine parcels, to be constructed as part of the ESMC and as shown on Waterman Design Associates plans, dated July 12, 2016, as amended (the “ESMC Storm Drain System”), will be operated and maintained according to its approved Storm Drain System Operation and Maintenance Plan, dated February 22, 2007 as attached hereto as Exhibit A, and as may be amended from time to time by Tufts and the Town (the “Plan”).

Article 2

Financial Responsibility

Tufts acknowledges that it will be solely responsible for paying for the ESMC Storm Drain System construction, maintenance, replacement or repair.

Article 3

Annual Certification to Planning Board

Tufts agrees to provide an annual certification to the Board that it has undertaken the activities and procedures outlined in its Plan. Tufts and the Town agrees that the Plan apply to the ESMC Storm Drain System commencing on January 2017.

Article 4

Management and Administration

This agreement is coordinated by:

Town Planner
Grafton Planning Department
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Facilities Director, Grafton
Cummings School of Veterinary Medicine at
Tufts University
200 Westboro Road
North Grafton, MA 01536

Article 5

Duration of the Memorandum

This Memorandum shall become effective as of the later of the dates set forth below the authorized signatures of the Tufts and the Town and shall remain in effect until a superseding written Memorandum is signed by the parties hereto.

Article 6

Town Reviews and Approvals

The Town attests that the following departments of the Town have reviewed and approved this Memorandum by initialing the appropriate line below:

- Department of Public Works
- Engineering Department
- Conservation Agent
- Planning Department

Town of Grafton

Trustees of Tufts College

Jennifer Thomas
Chair
Grafton Board of Selectmen
Grafton, MA 01519

Linda Snyder
Vice President of Operations
Tufts University
Medford, MA 02155

Date: _____

Date: _____

APPENDIX A

Cummings School of Veterinary Medicine at Tufts University

Storm Drain System Operation and Maintenance Plan

(February 22, 2007)

Maintenance Activities

The following site maintenance activities will be followed to maintain optimal pollutant attenuation by the drainage system. A maintenance schedule follows in the next section.

- Annual inspection of all catch basins and trench drains, including grates, sumps, and outlets.
- Pavement sweeping annually to minimize the introduction of pollutants into the drainage system.
- Annual inspection of any detention ponds and drainage outfalls at the wetlands.

Long Term Maintenance Procedures

January through March 31 (ongoing as appropriate)

1. Maintenance activities during the winter months are primarily limited to snow removal activities and removal of debris and trash throughout the campus.
2. Snow removal operations will adhere to the *Massachusetts Department of Environmental Protection – Bureau of Resource Protection Guidelines* (dated December 19, 1997). Snow will be stockpiled as far away from the wetlands as possible and removed as necessary under larger snow events. Stockpiling snow in this manner will allow meltwater to enter the drainage system and wherever possible. Snow and ice that has accumulated around catch basin grates will be removed at this time. Under no circumstances will snow be directly deposited into the wetlands.

April 1 – May 15

1. Sweep paved areas after the final snow melt.
2. Remove all accumulated trash, litter and discarded materials from the campus. No disposal of materials will be permitted within the wetlands. This prohibition includes fill material; construction debris, grass clippings, collected leaves and cut branches from the landscaped areas.

June 1 – June 30

1. Inspect all catch basins, trench drains and drainage outfalls for depth of sediment. Also inspect for structural damage, cracks or obstructions.
2. Clean catch basin sumps if they are ½ full with sediment.

August 1 – August 31

Inspect campus storm water retention ponds for shrub or underbrush growth and clear, if necessary.

October through December

1. Remove leaves from catch basins, trench drains and drainage outfalls and paved areas after the last leaf-fall.
2. After all snow fall events:
 - Clear all catch basin and trench drain grates of snow and ice.
3. After major snow falls or after snow accumulations, when it becomes necessary to haul snow:
 - Store snow in designated storage areas.
 - Clear all catch basins and trench drain grates of snow and ice.

Correspondence:

Letter from the Board of Health – Grafton Increases Minimum Legal Sales Age for Tobacco to 21. Regulations Restricting the Sale of Tobacco Products Amended.



HEALTH DEPARTMENT

BOARD OF HEALTH
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 x1119
(508) 839-8559 FAX
healthdept@grafton-ma.gov



Grafton Increases Minimum Legal Sales Age for Tobacco to 21
Regulations Restricting the Sale of Tobacco Products Amended

Effective September 1, 2016

On June 13, 2016 the Grafton Board of Health voted to amend their current regulations entitled “Restricting the Sale of Tobacco Products”. The regulation includes cessation signage to be posted, has minimum cigar packaging and pricing requirements, no permit renewal if three sales to a minor, cap on the number of permits, no sales with 500 feet of a school, flavored restrictions to adult only establishments, raises the “minimum legal sales age” for tobacco sales from 18 to 21, bans blunt wraps, bans non-residential roll-your-own machines, bans tobacco products in healthcare institutions, increases the fee for violations to a flat fine of \$300, increases the tolling period for violations to 36 months, and doubles the length of suspension periods. The regulation will go into effect on September 1, 2016. For a copy of these regulations you can contact the Board of Health at 508-839-5335 X 1119 or go onto the website: www.grafton-ma.gov and click on Board of Health and you will find these under Regulations.

The Board will discuss the Grafton Affordable Housing Trust Draft Action Plan. The Affordable Housing Trust would like to set a joint meeting September 20, 2016



Grafton Affordable Housing Trust
c/o Planning Department
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

MEMORANDUM

TO:Jennifer Thomas, Chairwoman
Board of Selectmen

FROM:Ann Morgan, Assistant Planner

DATEAugust 11, 2016

SUBJECTJoint Meeting with the Affordable Housing Trust

The Trust recently submitted a request for a joint meeting with your Board to discuss the Draft Action Plan. The request was for a date in September. The Trust respectfully requests that the meeting date be on September 20th if possible. This request is based on various scheduling issues.

Thank you for your consideration.

The Board will discuss October Town Meeting warrant articles.

If the Board is in agreement, the Board will approve the meeting minutes from 8/2/16 and 8/8/16 as presented.



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GRAFTON, MASSACHUSETTS 01519
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www.grafton-ma.gov

BOARD OF SELECTMEN
MEETING MINUTES

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

CALL TO ORDER: At 7:00 PM Mr. Spinney called a regular Board of Selectmen meeting to order. Present: Bruce Spinney, Sargon Hanna, Craig Dauphinais, Brook Padgett, Tim McInerney and Laura St. John-Dupuis. Absent: Jennifer Thomas and Doug Willardson

ANNOUNCEMENTS

- Build a Sand Castle Day, Silver Lake Beach
Saturday, August 6th at 1 pm – 3 pm. Contact the Recreation Department for Further Information.
- Public Forum – Worcester Street Conceptual Roadway Layout Study Thursday, August 11th at 7PM at the Grafton High School
- Charter Review Public Hearing, Thursday, September 15th.

SCHEDULE

One Grafton Common – Parking Plan

Mr. McInerney stated that there have been a number of ideas. Mr. Szczurko has designed a few options. We need to decide if we should have angled parking or parallel parking, if parallel there will be a loss of three spots. Mr. Szczurko has advised that backing out into traffic is highly discouraged.

Mr. Szczurko addressed the Board stating that angled parking is put into place, there is no law stating that a person can't back into traffic, the person backing out would be at fault. Angled parking is difficult because people have to look over their shoulder.

Mr. Dauphinais stated that the Town set up the one way on the Boulevard as a trial basis. If we go with parallel parking, we lose three spots. If we go back to parallel parking could we make the Boulevard back into a two way road again.

Mr. Szczurko stated yes we can, that would alleviate some issues.

46 Mr. Dauphinais feels the two way traffic is more valuable than the three spaces that
47 would be lost.

48

49 Mr. Szczurko stated we have plenty of room to reopen to two way traffic.

50

51 Mr. Hanna asks about what if we block off the Boulevard and make it parking.

52

53 Mr. Szczurko stated that having this road open to traffic eases a little bit of traffic, if
54 closed off, we will need signals.

55

56 Mr. Scott Ricker, Local Access Advocate and Grafton residents addressed the Board
57 and asked why the Town would block the sidewalk.

58

59 Mr. McInerney stated that we are not blocking the sidewalk. We met handicapped
60 requirements at the front side of the building.

61

62 Mr. Ricker replied by saying that that individuals with disabilities may want to use the
63 back entrance.

64

65 Mr. Spinney stated both the front of the back and front of the building are accessible.

66

67 Mr. Ricker stated the state may require putting in a curb cut.

68

69 Mr. McInerney stated we can put a curb cut in to accommodate for handicapped
70 individuals. Mr. Spinney asked if the Board could consult with Jeff Walsh to give us an
71 opinion on this. Mr. McInerney stated we can ask and that from a design standpoint, it is
72 not a big deal.

73

74 Mr. Hanna asked how many cars could fit we were ever to close the Boulevard in the
75 future. Mr. McInerney replied saying that you may get 10 cars. Mr. Dauphinais the only
76 value would be to by Jordan's Garage to get the space you need.

77

78 Mr. Dauphinais thinks we need to add some structure to that. You can put in a 4 foot
79 sidewalk and a berm and do the parallel parking and have room to do two way driving.

80

81 Mr. McInerney asked if the Board wanted to have a public hearing to make it a two way
82 road. Mr. Dauphinais stated the plan with the parallel with the sidewalk can be shown as
83 a final draft.

84

85 **APPOINTMENTS**

86

87 **Thomas Berkowitz- Heavy Truck Driver**

88

89 Mr. McInerney stated that Mr. Berkowitz called the office to say he was not going to be
90 accepting the position.

91

92 **Kristi Lutjelushe- Recreation Committee**

93

94 Mr. Padgett made a motion to appoint Kristi Lutjelushe to the Recreation Commission.
95 Mr. Hanna seconded. All were in favor.

96

97 **RESIGNATIONS**

98

99 **Damian Pichierri- Heavy Truck Driver**

100

101 Mr. Dauphinais made a motion to accept the resignation of Damian Pichierri from the
102 DPW. Mr. Padgett seconded. All were in favor.

103

104 **NEW BUSINESS**

105

106 **Vote to Approve Garage Class II License – Ahmad Semrin d/b/a Z-A Auto**

107

108 Mr. Hanna read the public hearing notice. Mr. Dauphinais made a motion open the
109 public hearing. Mr. Padgett seconded. All were in favor.

110

111 Mr. Semrin addressed the Board stating that he was here for a Garage Class II license .

112

113 **Mr. Dauphinais made a motion to close the public hearing. Mr. Padgett seconded.**
114 **All were in favor.**

115

116 Mr. Dauphinais made a motion o grant Ahmad Semrin d/b/a Z-A Auto a Garage Class II
117 License. Mr. Padgett seconded. All were in favor.

118

119 **Vote to Approve Favreau Forestry Contract for Tree Trimming Service**

120

121 Mr. Dauphinais made a motion to sign a contract with Favreau Forestry for Tree
122 Trimming Services. Mr. Padgett seconded. All were in favor.

123

124 **SELECTMEN REPORTS**

125

126 Mr. McInerney provided his report:

127

- 128 • Senate and House passed a budget over the past week. The Town will be
129 receiving what we thought were going to.
- 130 • Special Town Meeting is Monday, August 8th there will also be a joint meeting
131 with the DPW Building Facility Committee.
- 132 • Charter Review Committee meets this Thursday, August 4th at 6:30 PM
- 133 • The Carroll Road proposals have been received
- 134 • Analysis of the Fire Department Equipment- There will be a public meeting with
135 the representative who did the analysis in September.

136

137

138 **CORRESPONDENCE**

139

140 Mr. Hanna read correspondence from Mill Villages Advisory Committee regarding the
141 placement of rocks at the park without consulting with the Board of Selectmen.

142
143 Mr. Dauphinais stated that he went to see the rocks with Skip Michniewicz who
144 suggested to Mr. Dauphinais that the town do something to beautify the park and not
145 150 rocks.

146
147 Mr. Dauphinais stated that the rocks should be removed and that they are not needed.

148
149 Mr. Dauphinais made a motion to direct the Town Administrator to have the stones
150 removed and have the Mill Villages Advisory Committee come up with a solution if there
151 is a need. Mr. Spinney seconded. All were in favor.

152
153 **MEETING MINUTES**

154
155 5/24, 6/7, 7/21

156 Mr. Padgett made a motion to accept the meeting minutes from 5/25, 6/7, and 7/21. Mr.
157 Hanna seconded. All were in favor.

158

159 **ADJOURN**

160 At 8:05 PM Mr. Hanna made a motion to adjourn. Mr. Padgett seconded. All were in
161 favor.



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BOARD OF SELECTMEN
MEETING AGENDA
August 8, 2016
Grafton High School Auditorium
7:00 p.m.

CALL TO ORDER: At 7:01 PM. Mr. Spinney called the Board of Selectmen meeting to order. In attendance: Bruce Spinney, Sargon Hanna, Brook Padgett, Tim McInerney, Doug Willardson and Laura St. John-Dupuis. Absent: Jennifer Thomas and Craig Dauphinais

Attend Special Town Meeting

The Board of Selectmen attended Special Town Meeting. See the Town Clerk for meeting minutes.

Joint Meeting with DPW Building Facility Committee

At 7:15 PM the Board began its joint meeting with the DPW Building Facility Committee.

Mr. Bechard addressed the Board to get a sense of the Board's position and brainstorm regarding the DPW building. Mr. Bechard stated that he felt the DPW Building Facility Committee has fulfilled their charge.

Mr. Spinney stated that he his sense of what the committee has put together is the best option for the Town whether or not is passed at Town Meeting. Mr. Spinney also feels that we need to either remarket, or scrap this plan.

Mr. Hanna stated that the Committee may need to change something to make it pass.

Mr. Bechard stated the Committee feels the Board never really took a stand on this project. They would like some support from the Board and feels that because there was a lack of support that may have contributed to the failure of this to pass.

Mr. Hanna responded by saying that he understands the committees sense of frustration but feels we can get the building to pass if we cut costs.

Mr. Clarke asked for direction from the Board and Town Administration.

47 Mr. Fair stated that they only have one cost estimate and that they can hire a cost
48 estimator.
49

50 Mr. Clarke clarified by saying the committee did not get a cost estimate as the building
51 was not approved.
52

53 Mr. Hanna suggested the committee go back to the consultant to see how/where to cut
54 costs.
55

56 Mr. Padgett stated that this happens a lot, Town Meeting says no, and then we can
57 come back with a revamped proposal. This building project was supposed to have been
58 brought up in a few years. This project did not get support for the Board member who
59 was part of the committee.
60

61 Mr. Clarke stated the committee was formed in 2012 and that the committee didn't
62 move the project up, the Board moved it up.
63

64 Mr. Padgett responded by stating that whomever was a fault, the article failed. We can
65 either make it less costly or go back with the same plan.
66

67 Ms. Robbins stated that the Board cannot give us a dollar figure. The Committee will
68 have to go back and see what we can do to make a difference.
69

70 Mr. Padgett stated that people who don't want the DPW building feel this is being
71 shoved down their throats. It is what people think when taxes go up. We need to have
72 a better presentation, but look at a cost savings no matter what.
73

74 Ms. Robbins asked if the Board supports the Hennessey II site.
75

76 Mr. Padgett answered by saying that if it was possible to put the new building on Upton
77 Street that's a better. If it has to be Hennessey property, that is alright. We could build
78 and \$8 - \$10M building at the Upton Street site that is inadequate.
79

80 Mr. Clarke asked if the Board is setting a president for the Board of Selectmen
81 presenting options.
82

83 Mr. Bechard stated that the Committee could present to the Board the options that they
84 looked at and then the Board would vote on what would be brought to Town Meeting.
85

86 Mr. Padgett said the Board will still need a time line of what will be rolling off the debt
87 service and an analysis. Mr. McInerney stated that the Police Station is coming off in
88 2016 and the Fire Station 2019.
89

90 Mr. Willardson stated that the Library will probably ask to have an article for the May
91 Town Meeting.
92

93 Mr. McInerney stated that the estimate for the Wastewater Treatment Facility the cost
94 estimate was \$45M with a huge contingency. When the bids came back it was \$39M.

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Mr. Spinney stated that we need to find out how much it is going to cost. The Board needs to make the decisions as to what is going on and off of the debt service. The Board has to be completely on Board with the project. Mr. Spinney asked the Committee what they need from the Board.

Ms. Robbins asked if the Board was asking the committee to come in October with a warrant article for funds to do specs.

Mr. McInerney stated that October is too soon.

Mr. Padgett explained that \$20m is \$215 per household per year for over 20 years. And that he feels the \$215 per year will finish all of our capital projects for the next 15 years. Mr. Padgett stated that the Board needs to be prepared to bring these warrant articles in May and that we have to do our due diligence.

Mr. Padgett stated there should be a joint in mid-September along with the Library to make a coordinated effort.

Mr. Spinney suggested the third week in September to have that meeting.

Mr. McInerney stated that in the meantime look for property and look at selling the Upton Street sight, which could offset some costs.

ADJOURN

At 8:06 PM Mr. Hanna made a motion to adjourn. Mr. Padgett seconded. All were in favor.