



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

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

**BOARD OF SELECTMEN**  
**MEETING AGENDA**  
August 2, 2016  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**ANNOUNCEMENTS**

**1. SCHEDULE**

- a) [One Grafton Common – Parking Plan](#)

**2. APPOINTMENTS**

- a) [Town Administrator](#)  
[Thomas Berkowitz- Heavy Truck Driver](#)
- b) [Board of Selectmen](#)  
[Kristi Lutjelushe - Recreation Commission](#)

**3. RESIGNATIONS**

- a) [Damian Pichierri- Heavy Truck Driver](#)

**4. NEW BUSINESS**

- a) [Vote to Approve Garage Class II License – Ahmad Semrin d/b/a Z-A Auto](#)
- b) [Vote to Approve Favreau Forestry Contract for Tree Trimming Service](#)

**5. SELECTMEN REPORTS / TA REPORTS**

**6. CORRESPONDENCE**

**7. DISCUSSION**

## **8. MEETING MINUTES**

[5/24](#)

[6/7](#)

[7/21](#)

### **EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

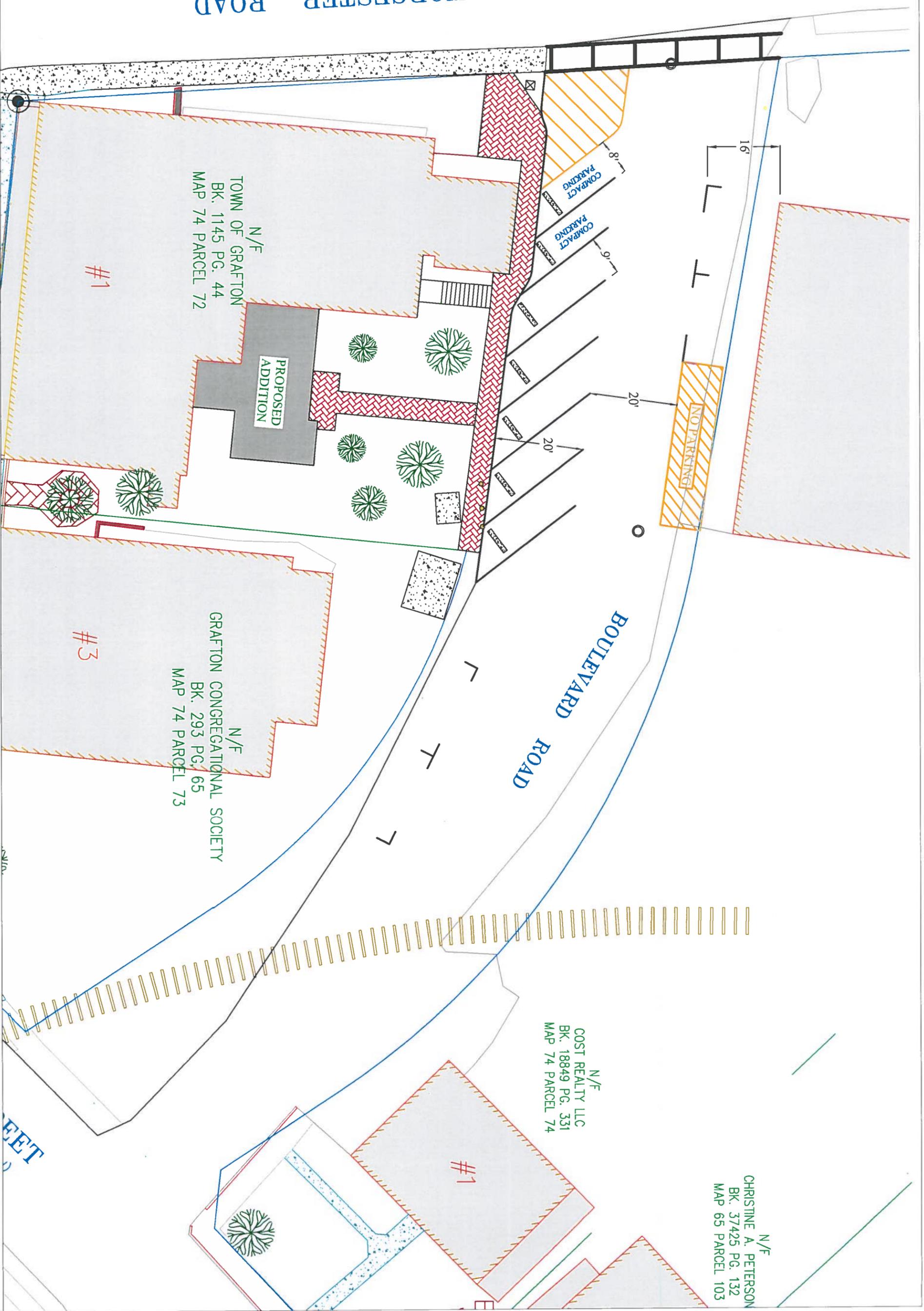
Strategy for Negotiations

Minutes

### **ADJOURN**

Brian Szczurko will provide a presentation regarding the One Grafton Common Plan.

Worcester Road  
Route 140  
Worcester County Highway  
(49.5 FT. WIDE)



N/F  
TOWN OF GRAFTON  
BK. 1145 PG. 44  
MAP 74 PARCEL 72

#1

PROPOSED  
ADDITION

N/F  
GRAFTON CONGREGATIONAL SOCIETY  
BK. 293 PG. 65  
MAP 74 PARCEL 73

#3

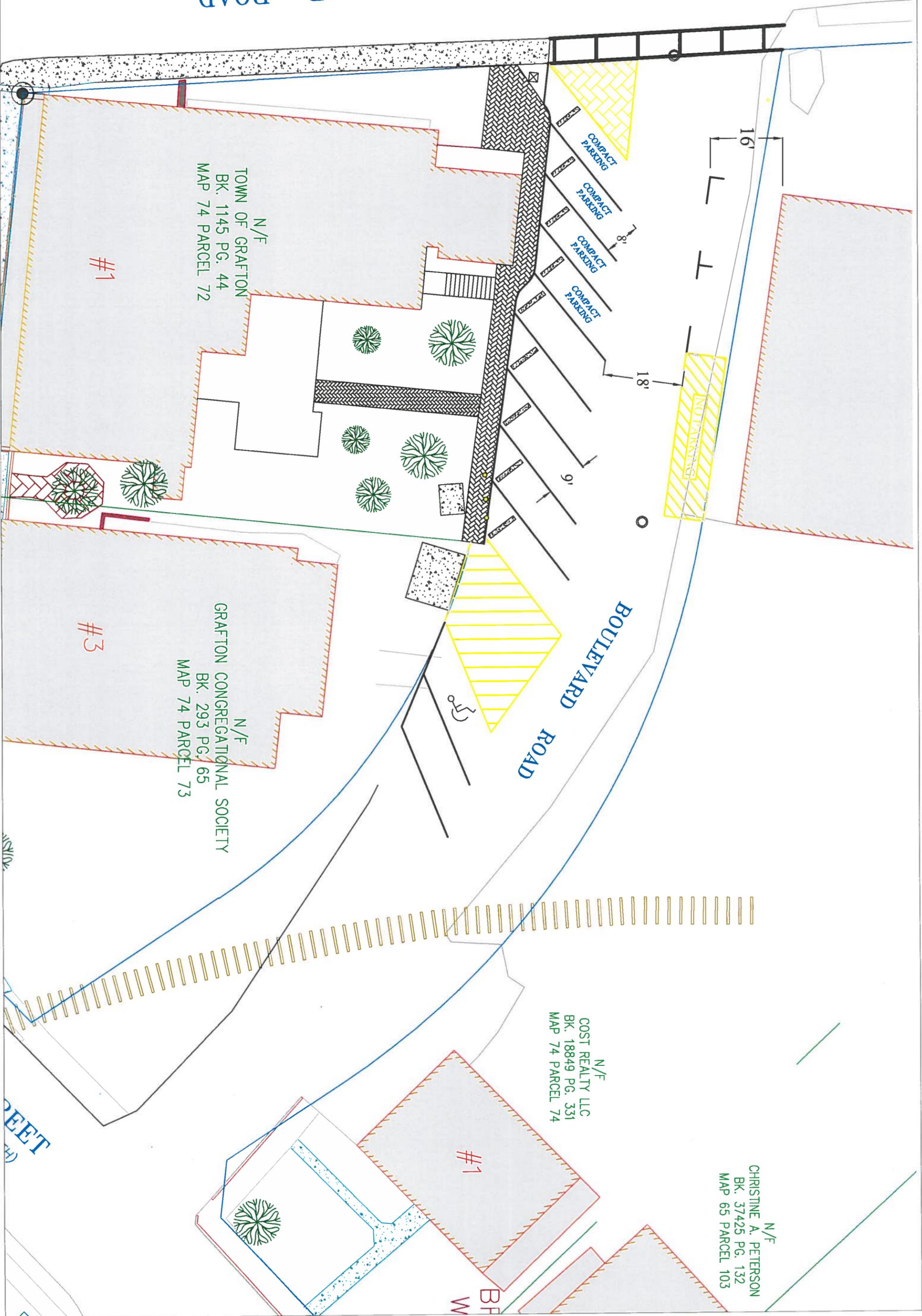
N/F  
COST REALTY LLC  
BK. 18849 PG. 331  
MAP 74 PARCEL 74

#1

N/F  
CHRISTINE A. PETERSON  
BK. 37425 PG. 132  
MAP 65 PARCEL 103

FEET

WORCESTER ROAD  
ROUTE 140  
WORCESTER COUNTY HIGHWAY  
(49.5 FT. WIDE)



FEET

If the Board is in agreement, the Board will affirm the appointment of Thomas Berkowitz, Heavy Truck Driver for the DPW.



**Town of Grafton**  
Department of Public Works  
30 Providence Road  
Grafton, MA 01519

Tel. (508) 839-5335 Ext 1124 • Fax (508)839-4602  
TTY (508) 839-1415  
[dpw@graffton-ma.gov](mailto:dpw@graffton-ma.gov)

To: Timothy P. McInerney

From: David Crouse

Date: July 29, 2016

RE: Appointment – Heavy Truck Driver/Equipment Operator

After completing the interview process, I submit Thomas Berkowitz of 590 Church Street, Whitinsville to fill the vacant position of Heavy Truck Driver/Equipment Operator.

I ask that the Board of Selectmen affirm these appointments at their next scheduled meeting.

Thank you.

A handwritten signature in black ink, appearing to read "Dave Crouse", written in a cursive style.

Dave Crouse  
Superintendent of Streets/Tree Warden

If the Board is in agreement, the Board will vote to appoint Kristi Lutjelushe to the Recreation Commission.

## Laura St John Dupuis

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**Subject:** FW: Recommendation for RecComm

On Tue, Jun 7, 2016 at 2:08 PM, Jen Andersen <[andersenj@graffton-ma.gov](mailto:andersenj@graffton-ma.gov)> wrote:

Tim,

I spoke with the applicant Kristi Lutjelusche for the open commission position and would like to recommend her.

Jen Andersen  
Recreation Director  
Town of Grafton  
Grafton Memorial Municipal Center  
30 Providence Rd.  
Grafton, MA 01519

Phone: [508-839-5335](tel:508-839-5335) x1158

Fax: [508-839-4602](tel:508-839-4602)

E-mail: [andersenj@graffton-ma.gov](mailto:andersenj@graffton-ma.gov)

Website: [www.graffton-ma.gov](http://www.graffton-ma.gov) or [www.grafftonrec.com](http://www.grafftonrec.com)



@TownofGraftonMA and @GraftonRecDept



## Grafton, MA

30 Providence Road

Phone: 508-839-5335

### Citizen Activity Form

*Good Government Starts with You*

**Date Submitted:** May 17, 2016

**Name:** Kristi Lutjelusche

**Home Address:** 1 Heidi Lane  
Grafton

**Mailing Address:** 1 Heidi Lane  
Grafton

**Phone Number(s):** (774)293-5021 - Home  
(303)506-6394 - Cell

**Email Address:** lutjelusche@gmail.com

**Current Occupation/Employer:** Operations Manager, Radiology and Pain Management, NEBH Boston

**Narrative:** Some weekday evenings and weekends, realistically, it depends on your expectation of the volunteer. Master's Healthcare Administration, Organizational Leadership and Change Management. Started Hospital Radiology department in Colorado hospital, and currently Ops Manager, so creative planning, analyzing plans, budgeting of resources and implementation and post-implementation analysis are part of life! On the recreation side, my daughter is part of the Grafton Girls Softball Assn this year for the first time and is loving it. We look forward to seeing what's going on around town! My family has lived in Grafton since 2014 and we've grown to love it here. I'd like to get involved to meet the people in my community and help keep it great while working to make it even better! This is home now! My goal is to bring a fresh perspective and positive energy to everyone I meet, while remaining grounded and realistic in all that I do. Thank you for your consideration.

**Board(s) / Committee(s):**  LIBRARY PLANNING & BUILDING COMMITTEE  
 RECREATION COMMISSION

If the Board is in agreement, the Board will accept the resignation of Damien Pichierri – Heavy Truck Driver, DPW.

**July 24, 2016**

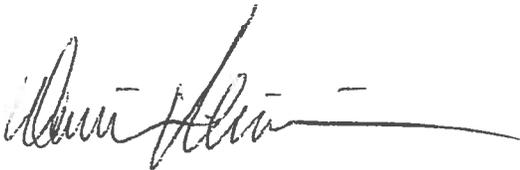
**To: Grafton Highway**

**I am writing to inform you that I will be resigning from my position of Heavy Truck Driver from the Highway Department. My last day of employment will be Friday July 29, 2016**

**I appreciate the opportunities given to me by the town and management, and I'm looking forward to expanding my horizons and using my skills and experience to find success in my new venture.**

**Thank you for your time and considerations.**

**Sincerely,**

A handwritten signature in black ink, appearing to read "Damian Pichierri", with a long horizontal flourish extending to the right.

**Damian Pichierri**

If the Board is agreement, the Board will vote to approve a "Garage Class II License" for Mr. Ahmad Semrin, D/B/A Z- A Auto.



**Grafton Municipal Memorial Center**  
**Office of the Board of Selectmen**  
30 Providence Road  
Grafton, MA 01519  
(508) 839-5335  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

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**TOWN OF GRAFTON**

**LEGAL NOTICE**

The Board of Selectmen will hold a public hearing on Tuesday, August 2, 2016 in Conference Room A in the Grafton Municipal Center, 30 Providence Rd., Grafton, MA to hear citizen comments on the application of Ziyad Semrin & Ahmad Semrin d/b/a Z-A Auto, 18 Kingsbury Court, Apt 2, Worcester, MA 01610 for a Garage Class II license located at 21 Shrewsbury Street, North Grafton, MA. The Selectmen's meeting begins at 7:00 p.m.

Interested citizens are invited to attend this public hearing and to offer any written or oral comments.

**Grafton Board of Selectmen**

Jennifer Thomas, Chairman  
Bruce Spinney, Vice Chairman  
Sargon Hanna, Clerk  
Brook Padgett  
Craig Dauphinais

**Publish Grafton News**  
**July 14, 2016**  
**Town bulletin Board**

RECEIVED TOWN CLERK  
GRAFTON, MA  
2016 JUN 28 PM 12 36

Z-A auto

21400 - 508 330 5769

THE COMMONWEALTH OF MASSACHUSETTS

508, 615-2158

TOWN OF GRAFTON

↓ AHMAD

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR ASSEMBLE SECOND HAND MOTOR VEHICLES OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Ziyad semrin / Ahmad semrin North Grafton MA 01536 (Z-A Auto)

Business address of concern. No. 21 Shrewsbury St., North Grafton MA 01536 City - Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Co-partnership

3. If an individual, state full name and residential address. N/A

4. If a co-partnership, state full names and residential addresses of the persons composing it. Ziyad semrin 18 Kingsbury St Apt 2 Worcester MA Ahmad semrin 18 Kingsbury St Apt 2 Worcester MA 01610

5. If an association or a corporation, state full names and residential addresses of the principal officers. President Secretary Treasurer

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes If so, is your principal business the sale of new motor vehicles? No Is your principal business the buying and selling of second hand motor vehicles? Yes Is your principal business that of a motor vehicle junk dealer? No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

For Sale 21 shrewsbury st area is 6885 sqft, no more than 10 cars on lot at any time (USED Car Sales). This number includes any autos for minor repair, auto car lot will operate during day light hours only. Minor mechanical repair work to autos for sale allowed; washing of vehicles in accordance with ZBA decision # 138

8. Are you a recognized agent of a motor vehicle manufacturer? NO  
(Yes or No)

If so, state name of manufacturer \_\_\_\_\_

9. Have you a signed contract as required by Section 58, Class 1? NO  
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? NO  
(Yes or No)

If so, in what city — town \_\_\_\_\_

Did you receive a license? \_\_\_\_\_ For what year? \_\_\_\_\_  
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO  
(Yes or No)

Sign your name in full [Signature]  
(Duly authorized to represent the concern herein mentioned)

18 Kingsbury St Apt 2 Worcester MA 01610  
Residence \_\_\_\_\_

**IMPORTANT**

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

**APPLICANT WILL NOT FILL THE FOLLOWING BLANKS**

Application after investigation \_\_\_\_\_  
(Approved or Disapproved)

License No. \_\_\_\_\_ granted \_\_\_\_\_ 20 \_\_\_\_\_ Fee \$ \_\_\_\_\_

Signed \_\_\_\_\_

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

**CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)**

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which will expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

APPLICATION FOR A LICENSE TO BUY, SELL,  
EXCHANGE OR ASSEMBLE SECOND HAND  
MOTOR VEHICLES OR PARTS THEREOF.

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APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No. \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Name \_\_\_\_\_

St. and No. \_\_\_\_\_

City — Town \_\_\_\_\_

Date Issued \_\_\_\_\_

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Remarks \_\_\_\_\_

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Massachusetts



# Western Surety Company

## SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. 62862044

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: July 28th, 2016

That we, Z-A Auto Sales Inc., as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at 30 Providence Road, Grafton, MA 01519

by First Class U.S. Mail.

Address

Dated this 28th day of July, 2016.



Z-A Auto Sales Inc., Principal

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

WESTERN SURETY COMPANY, Surety

By: Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Second Hand Motor Vehicle Dealer

bond with bond number 62862044

for Z-A Auto Sales Inc.

as Principal in the penalty amount not to exceed: \$ 25,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 28th day of July, 2016.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

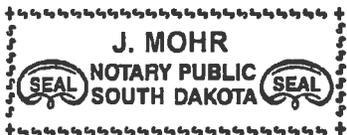
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 28th day of July, 2016, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr  
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





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

**RECEIVED**

JUN 28 2016

BOARD OF ASSESSORS

GRAFTON  
 ASSESSORS

**Request for Abutters List**

Date of Request: June 28, 2016 Date List Needed: July 11, 2016

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

Name of Property Owner: Albert Gosselin Jr.

Street Address of Property: 21 Shrewsbury Street, North Grafton MA 01536

Map: 19 Block: \_\_\_\_\_ Lot: 11

**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: Application for a Class II Auto License ( Board of Selectmen)

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

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

Other: \_\_\_\_\_

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

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

**LABELS**

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

**Office Use Only**

Date List Prepared: 6-28-16 Address Labels Prepared: 6-28-16

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

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

Revised: 1/22/2014 *list rechecked for new owners - list is good for 6 months (10/20/16)*

If the Board is in agreement the Board will vote to sign the Favreau Forestry contract for tree trimming services.

# TOWN OF GRAFTON

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DATE: JULY 1, 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

Favreau Forestry  
109 Chase Hill Road  
Sterling, MA 01564

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

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes to furnish and supply to provide Tree Cutting and Removal Services as outlined in the Specifications.

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

See attached tally sheet.

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

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

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

#### 4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. 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 June 30, 2014, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. 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. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

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

9. Termination and Default:

9.1 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.

9.2 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.

9.3 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.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. 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.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 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, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 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, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

### 13. 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; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. 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).

### 15. 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, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to

time. 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.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. 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.

17. 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; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, 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.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. 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.

## 21. 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, regardless of whether or not it is caused in part by any party indemnified hereunder. 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.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

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.

## 22. Insurance

### 22.1 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.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

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

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 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.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. 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.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. 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.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. 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.

#### 27. 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.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

### 28. 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.

### 29. 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.

### 30. 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.

### 31. 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.

### 32. 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.

### 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[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

7-19-16  
\_\_\_\_\_  
Date

Brian Faureau,  
Operations Coordinator  
\_\_\_\_\_  
Print Name & Title

Certified as to Form:

\_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
Date

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:

Brian Favreau  
Print Name

Operations Coordinator  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

Brian Favreau  
name of signatory, authorized signatory for

Favreau Forestry, LLC  
name of contractor, whose

principal place of business is at 109 Chace Hill Rd Sterling, MA 01564  
does hereby certify under the pains and penalties of perjury

that Favreau Forestry, LLC  
name of contractor has paid all

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
Signature 7-19-16  
Date

## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL

# CONTRACT CHECKLIST

Initials

1. Certification of Signatures
  - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
  - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
  - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
  - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

BF

BF

BF

BF

BF

BF

BF

Contract Reviewed by:

Brian Faureau  
Signature

Brian Faureau, Operations Coordinator

Title

Name,

DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
INVITATION FOR BIDS FOR  
TREE CUTTING & REMOVAL SERVICES  
BID FORM

This Bid is submitted in accordance with your invitation to bid for the contract work:

The Proposed bid hereunder is to provide Tree Cutting and Removal Services the Town of Grafton in accordance with the specification of the bid documents.

Estimated quantity: **As listed hereunder**

The undersigned having examined carefully the Bid Specifications, the Form of Bid, Summary of Work and Technical Specifications including all related bulletins and/or addenda promulgated, together with any and all other documents and or material found therewith, all of the foregoing collectively being referred to in this Bid, and having examined carefully and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all materials and labor in the Contract Document, to your complete satisfaction and acceptance.

**TRIMMING**

	Estimated Quantity	Hourly Rate	Computed Total
<u>1. GROUNDMAN CREW</u>	80 Hrs.	\$ <u>140</u>	\$ <u>11,200.</u> —
<u>2. 12" CHIPPER WITH CHIP BOX</u>	80 Hrs.	\$ <u>65</u>	\$ <u>5,200.</u> —
<u>3. 60 ft. SKYWORKER</u>	80 Hrs.	\$ <u>125.</u>	\$ <u>10,000.</u> —
<u>4. STUMP GRINDING</u>	30 Hrs.	\$ <u>110</u>	\$ <u>3,300.</u> —

**REMOVAL**

	Estimated Quantity	Computed Total
5. For removal and disposal of trees greater than Six inches (6") and less than Twelve inches (12")	10	Price each \$ <u>25<sup>30c</sup></u>
6. For removal and disposal of trees greater than Thirteen inches (13") and less than Eighteen inches (18")	10	Price each \$ <u>215.</u>
7. For removal and disposal of trees greater than Nineteen inches (19") and less than Twenty-four inches (24") in diameter	10	Price each \$ <u>510.</u>
8. For removal and disposal of trees greater than Twenty-five (25") and less than Thirty inches (30") In diameter	6	Price each \$ <u>900</u>

9. For removal and disposal of trees greater than Thirty-one (31") and less than Thirty six inches (36") In diameter

6

Price each \$ 900.

10. For removal and disposal of trees greater than Thirty-seven (37") and less than Forty-two inches (42") In diameter

4

Price each \$ 980.

11. For removal and disposal of all trees greater than Forty-three inches (43") in diameter

3

Price each \$ 1585.

12. Please provide pricing for the following (if available) on an hourly basis:

Misc. optional equipment:

18" chipper with operator

\$ 165.

Crane with operator (17 ton)

\$ 265.

75 ft. Skyworker with operator

\$ 160.

20 yard chipper box truck

\$ 140.

Misc. additional personnel:

Foreman

\$ 110.

Climber

\$ 110.

Awarding of contract will not be based on the pricing of optional equipment or additional personnel.

COMMENTS:

Current Municipalities under Contract West Boylston Municipal Light Dept

[Signature]  
SIGNED

5-31-16  
DATE

Favreau Forestry, LLC  
COMPANY OR FIRM

978-706-1038  
TELEPHONE

109 Chace Hill Rd  
ADDRESS

Sterling MA 01564  
CITY/STATE/ZIP

If the Board is in agreement, the Board will approve the meeting minutes from 5/24, 6/7 and 7/21 as presented.



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

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

**BOARD OF SELECTMEN  
MEETING AGENDA**

May 24, 2016  
Grafton High School Auditorium  
7:00 p.m.

**CALL TO ORDER:** At 7:02 Craig Dauphinais called a regular meeting to order. Present: Craig Dauphinais, Jennifer Thomas, Bruce Spinney, Brook Padgett, Sargon Hanna, Tim McInerney, Doug Willardson and Laura St. John-Dupuis

**Announcements:**

Mr. Dauphinais welcomed Mr. Sargon Hanna to the Board of Selectmen.

Mr. Dauphinais announced members of the community who have passed away. Mr. John Wilson a member of Conservation Commission and Agricultural Committee. Mr. Henry Poler a member of Library and Land Trust and Mrs. Jean Drago a former employee of the Treasurer Collectors office.

**Board of Selectmen - Re-Organization**

Mr. Padgett made a motion to nominate Jennifer Thomas as the Chair of the Board of Selectmen. Mr. Spinney 2<sup>nd</sup> all were in favor.

Mr. Padgett made a motion to nominate Bruce Spinney to Vice-Chair of the Board of Selectmen. Mr. Dauphinais seconded. All were in favor.

Mr. Dauphinais made a motion to nominate Sargon Hanna as Clerk. Mr. Padgett seconded. All were in favor.

**SCHEDULE**

**Public Hearing- Medical Marijuana Growing Facility- Centech Park**

Mr. Hanna read the public hearing notice. Mr. Padgett made a motion to open the public meeting, Mr. Dauphinais 2<sup>nd</sup> all were in favor. Mr. Hanna recused himself from this conversation.

48 Mr. Philip Silverman Attorney for Nature's Remedy of Massachusetts and Nature's  
49 Remedy Chief Operating Office, John Brady made a presentation to the Board of  
50 Selectmen. Nature's Remedy is seeking to locate the business to 8 Millennial Drive in  
51 Grafton. This location is outside of the 500ft of children congregating restriction. They  
52 have received a zoning determination from the Building Department. They will be  
53 seeking a special permit from the Planning Board.

54  
55 Mr. Silverman stated that the plan is to operate a business to benefit patients  
56 who have a medical need due to medical conditions. The facility will be limited access  
57 and , not your average retail store. The proper credentials will be required to enter, the  
58 patient will have to have registration card from the state which a Doctor needs to  
59 approve. When the person comes to the dispensary with the card and gets buzzed into  
60 the location, these people's credentials will be checked against the states database. If  
61 someone comes to the dispensary with friends of family the person will be denied entry  
62 unless holding a caregiver card.

63  
64 The location will have layered security including a perimeter fence, exterior cameras  
65 that face outward so that there will be a panoramic view of the perimeter. There will be  
66 heavy security and no product out on the sales floor.

67  
68 The employees in the cultivation facility will not have access to the vault; this keeps  
69 people away from where they don't need to be. They will barcode from seed to sale  
70 which will allow them to check who is responsible for each action.

71  
72 Mr. John Brady, Chief Operation Officer for Nature's Remedy, addressed the Board  
73 stating that he has been in the cotton business for many years. In the last 15 years,  
74 joined an agric-biotech firm out of London in 2004 and retired in 2012. He started a  
75 fertilizer company with sons in 2012 Mr. Brady has a Master's Degree in Finance.

76  
77 Mr. Silverman provided a brief overview of the CEO, Robert Carr, CFO and Security  
78 Officer.

79  
80 Mr. Silverman stated there are benefits to the Town and that there will be a lot of jobs  
81 available. There is also authority to provide gifts to the community for agreement. This  
82 facility will provide access to patients who have need. Nature's Remedy pledges to  
83 cooperate and work with the town.

84  
85 Mr. Silverman requested a letter of support and asks for any question.

86  
87 Mr. Padgett, What would bring you to start medical marijuana facility.

88 Mr. Brady stated that they saw an opportunity in mass and that he has been in the  
89 marijuana business for 3 year and stated that it is profitable.

90  
91 Mr. Silverman stated that there is a combination of motives and clearly benefit to  
92 helping patients.

93  
94 Mr. Brady stated that his wife died of cancer and is very conservative; he's not playing  
95 the sympathy card. She was nauseas and asked the doctor for marijuana and it was

96 illegal at the time. He further added that the biggest crisis we face is opioid addiction.  
97 Marijuana can help alleviate opioid addiction. These are for people who have serious  
98 issues.

99  
100 Mr. Padgett was confused by the motive. Mr. Brady said at the end of the day there is a  
101 profit but this will help people. This is why Mr. Carr is doing this. Mr. Brady said Mr. Carr  
102 feels as passionate as he does.

103  
104 Ms. Thomas asked how large the facility would be. Mr. Brady stated 50,000 sqf, but will  
105 only building out 20,000 sqf, the will want to ramp up.

106  
107 Ms. Thomas asked what the initial investment will be.  
108 Mr. Brady stated \$8M and under the law this is only certified as a recreation use facility.  
109 We are strictly getting the license for medical use; we would come back to the Board if  
110 recreational use becomes legal.

111  
112 Mr. Silverman also stated that local towns will have control over recreational marijuana  
113 sales it will have the ability to do that. Nothing can be achieved tonight that allow  
114 recreational.

115  
116 Ms. Thomas stated that its sounds as if you would be comfortable if the Board wrote a  
117 letter stating that the Town does not approve of this facility selling recreational  
118 marijuana if it becomes legal.

119  
120 Mr. Silverman stated that the letter of support is specific and the state will only accept  
121 the form letter of support.

122  
123 Mr. Brady stated that the location for this facility has change to 8 Millennium Drive.

124  
125 Mr. Dauphinais asked how a construction worker becomes interested in the Marijuana  
126 business. Mr. Brady stated it is an evolutionary business.

127  
128 Mr. Dauphinais asked if they will be supplying other facilities. Mr. Brady stated what you  
129 grow you can move to other facilities and that they are looking to have another facility in  
130 Westford, MA.

131  
132 Mr. Dauphinais asked how they plan on transporting the product.

133  
134 Mr. Silverman stated that there are specific regulations, cars with a lock box, no  
135 markings on the care, two way radios, cameras in the car, two people in the car, one  
136 person to remain in the car at all times.

137  
138 Mr. Brady stated that cash will go into a safe and swept regularly by armored car.

139  
140 Mr. Padgett asked if they have a bank. Mr. Brady stated that there are banks that will  
141 work with them.

142

143 Mr. Silverman stated that Century Bank will work with Marijuana. Things are changing  
144 and they would like to do business, there are various types of debit cards that will work.  
145

146 Mr. Spinney asked how many locations they are looking to have. Mr. Brady stated that  
147 they elected to have two if allowed; one Grafton and one in Westford You have to grow  
148 your own product and extract to make medicines. Each dispensary will likely have  
149 different products; they are all different with diff prod lines. Need to have a variety.  
150

151 Ms. Thomas asked if the public has comment.  
152

153 Mr. Gallagher thanked the Board and how this has been handled with a clear  
154 understanding and communication. Mr. Gallagher stated that he was curious if there  
155 will be any residential abutters. Mr. Brady stated at the back side of the property line  
156 there is a strip mall and a construction company any residents or condos/apartments  
157 are well over 500Ft.  
158

159 Mr. Gallagher stated that he has always been in favor of selling medical marijuana. The  
160 concern in this town is what's to come if recreation marijuana becomes legal.  
161

162 Attorney Silverman stated that the campaign to regulate marijuana is like alcohol. There  
163 is the opportunity to get a recreational license. The town can say no and the town can  
164 control this. Even if this passes, that doesn't allow this company to operate without  
165 coming back to the Board for their approval.  
166

167 Mr. Tony Russell of Rushwan Brothers addressed the Board. Rushwan Brothers who  
168 owns a number of acres at Centech Park stating that several fortune 300 companies  
169 have been asking about businesses in the area. This area is not a retail area. Nature's  
170 Remedy can only sell this product out of this facility. The problem we see is from the  
171 retail perspective. As far as the retail trade that may cause problem. The company that  
172 owns the land is at the tail end of their development. Our town opposes if this cannot be  
173 made to a manufacturing location and not retail.  
174

175 Mr. Silverman stated he encourages speaking to other towns, and suggests speaking to  
176 Brookline or Brockton. You may see anywhere from 40 -80 patients a day, that could  
177 mean 8 – 10 patients per hour and will not create an enormous problem at the site. He  
178 doesn't think it will cause a traffic issue either.  
179

180 Mr. Russell stated that he is not worried about the traffic, we have no problem with what  
181 goes on behind closed, if it becomes a retail facility does it cause a problem in the future  
182 they have to come back to the Board for some kind of permit. He can assure the Town  
183 that his multimillion company will not come and be adjacent to this facility. By opening  
184 this up it could be a problem  
185

186 Mr. P the building Mr. Russell is speaking? Mr. Russell owns all of the adjacent land. Is  
187 there access to your property. Mr. Russell the companies want to know about what the  
188 nature of the future of this type of business. If there is something put into the letter  
189 stating that we can not reselling to other  
190

191 Mr. p are you worried about them selling rec or medical. Mr. R rec, the future of our site,  
192 they are very concerned about what other businesses will be doing and what the  
193 neighboring companies will want next. Concern for future growth, specifically the  
194 production but the retailing.

195  
196 Mr. Brady we want to be welcome and we want to be good neighbors and good citizens.  
197 We are not here to lead with our chin. We like to make as many people as possible  
198 satisfied we are good citizens.

199  
200 Mr. McInerney we reached out to the state re: Sage Cannabis and spoke to them late  
201 last week. They are still looking at Grafton and looking at other opportunities. I would  
202 like to Not issue the letter tonight we want to wait to for feedback and we only noticed  
203 people within 300 feet of the 12 Centennial location. I would like us to be reasonable in  
204 our thought process. In regards to development of the parcels he has to strive to work  
205 with others in the communication and we want to be helpful to Mr. Russell. We are  
206 trying to attract quality industry if we can have a good relationship we want that to be  
207 helpful.

208  
209 Mr. Mark Johnson, 19 Hilltop Street, stated that this location is the proper place for  
210 cultivation; his concerns are how many dispensaries we will have in Grafton. And what  
211 will happen with the possibility of recreational marijuana becoming legal.

212  
213 Mr. Johnson state that House Bill 1561 concerns recreational marijuana stating that all  
214 medical marijuana facilities will automatically be granted a permit to sell recreational  
215 marijuana.

216  
217 Mr. Silverman stated that Mr. Johnson may be looking at the proposed bill. There hasn't  
218 been a lot of appetite to pass that bill. It's the campaign to regulate marijuana like  
219 alcohol. It's a different bill. There may be local control. Both have language that there is  
220 a preference for medical marijuana to get a recreational license. But local licensing  
221 authority will need to vote to allow it.

222  
223 Mr. Johnson asked Nature's Remedy, their operation be ok with host agreement.

224  
225 Mr. Silverman stated that if we were to agree with something like that. We would ask the  
226 Town of Grafton to not allow recreation allowed anywhere. Mr. Silverman stated that it  
227 seems to me the Town is sort of handcuffing a company. We are looking way into the  
228 future that there isn't any business plan to do. It is all sort of way off into the future.

229  
230 Mr. Johnson so far other people have asked about this, it muddies any presentation you  
231 gave.

232  
233 Mr. Barry Smith, 7 Garden Street asked if the Town Attorney has examined the legal  
234 issues.

235  
236 Mr. Gallagher stated, that at town meeting, Town Counsel stated that it is recreational  
237 marijuana is illegal right now, so anything else would be speculation. She is not going  
238 to speculate. He further stated that we just want to have some assurance that it's not

239 that kind of operation. As long as we have the ability to do what we fell is in the best  
240 interest of the town.

241  
242 Mr. Dauphinais made a motion to continue the public hearing. Mr. Dauphinais stated  
243 that we need to get to other abutters. Mr. Padgett seconded. All were in favor.

244  
245 **Joint Meeting with Cable - Verizon, Franchise Renewal**

246  
247 Mr. Dauphinais and Mr. Spinney left the meeting.

248  
249 Mr. McInerney stated that there is a Verizon Renewal in 2018. There are FCC Rules  
250 and Regulations the Town has to give notice and hold ascertainment hearings. A  
251 couple things have changed. At a June Board meeting there will be an agenda item to  
252 hire another telecommunication attorney. Then we can start the formal hearing process  
253 sometime in August. There should be a committee established with the  
254 Telecommunications Attorney, Mr. De Toma, Mr. McInerney and possibly one member  
255 of the Board of Selectmen.

256  
257 Mr. DeToma, chair cable oversight committee addressed the Board stating that he was  
258 the only member of the committee available for tonight meeting.

259  
260 Mr. Padgett made a motion to form a negotiating committee the members will be: The  
261 Town Administrator, Bob DeToma, and Sargon Hanna. Mr. Hanna seconded. All were  
262 in favor.

263  
264 Mr. De Toma provided feasibility study is completed arch firm has inspected top to  
265 bottom the building has received a good bill of health the arch proposals and plans and  
266 are complete the design face and finalizing the amounts. Reviews the plan layout  
267 Phil Johnson asked if the fuel tank will be moved. Mr. De Toma said no.

268  
269 **Lawn Maintenance –True Green**

270  
271 Mr. McInerney stated that this is the continuance of last meeting, to discuss the use of  
272 Organics vs. Chemicals for lawn care.

273  
274 Mr. McInerney introduced Mr. Gary Entwistle, Michael Mello, Tim Sibicky of Tru Green  
275 are here.

276  
277 Mr. Phil Johnson- Town Parks and Cemetery Superintendant stated that he worked with  
278 Tru Green and set up a schedule for all applications to be done by a licensed uniformed  
279 specialist and flag the area.

280  
281 The difference besides cost with organic is not getting weed control or crab grass  
282 control.

283  
284 Mr. Spinney asked if Tru Green has any products for grubs or weeds. Mr. Sibicky said  
285 there is currently no product that is organic for this. Mr. Hanna has there been on any

286 studies or reports on chemicals used today. Mr. Sibicky said they are registered with the  
287 US EPA and there are state registrations.

288

289

290 Mr. Entwistle stated that we we are responsible to our staff and they are applying 8 hrs  
291 per day 5 hours week. We are trained to apply properly.

292

293 Mr. Spinney stated that you wouldn't be able to convince me of the harm, there is not  
294 some kind of correlation with the amount of toxicity we are putting into the environment.

295

296 Ms. Spinney asked if we are going to destroy the common if we switch to organic and  
297 he knows that people want nice green lawn.

298

299 Mr. Sibicky stated, as far as crab grass we can't do that with organic. That will crowd out  
300 cool season grass plants, at the end of the year the crab grass will die and leave bare  
301 soil. Our programs, organic or regular none have phosphorus that they did prior to the  
302 EPA eliminating it.

303

304 Mr. Spinney asked if I can do it in my own home. What's the difference than doing it with  
305 the common? My grass at home doesn't see a lot of traffic and it's very lovely.

306

307 Mr. Mello stated we would have to know what Mr. Spinney program is. Mr. Mello if I tell  
308 the entire board is to recommend an organic program, and grubs come in, then I am  
309 responsible for the \$30 or \$40 thousand dollars. If I am causing a disruption then so be  
310 it.

311

312 Mr. Hannah stated he doesn't feel that comfortable about being cavalier about it. If Tru  
313 Green is stating that if it doesn't work why would we do that?

314

315 Mr. Mello It takes 7 years for Milky Spore to build up enough. There is no solution that is  
316 going to solve for broad leaf and grubs.

317

318 Mr. Sibicky stated that we don't want to use products that will cause any harm. We want  
319 people to know that pesticides were applied.

320

321 Mr. Padgett asked if Tru Green can you give us a notice and put a sign up so that  
322 people know to stay away from the area.

323

324 Mr. Johnson stated he has cancelled when necessary. Mr. Padgett stated that he would  
325 like to give extra notice and that people are concerned about it

326

327 Mr. Entwistle stated that if you want to take one of the facilities and try all organic.

328

329 Mr. Hanna asked if Tru Green has any treatments that are organic to take care of that.

330

331 Mr. Sibicky stated we don't have organic for that. Mr. Spinney what did you use. He  
332 used Milky Spore and it took a couple of years. Used composed and a chicken product.  
333 And to see what he could get with that the only problem you don't get the nice green

334 grass. If it is a few hundred dollars per application I would like to do this. We wanted to  
335 see what you have to say before me make any changes. If there is really a concern we  
336 can adjust accordingly,.

337  
338 Mr. Spinney do you manage the milky spore program on the common. Mr. Johnson said  
339 he would be back to him.

340  
341 Mr. Dauphinais asked if we can do a hybrid program. Mr. Sibicky stated we can do a  
342 hybrid program.

343  
344 Mr. Entwistle we do grub once per year. Weed control is only certain spots. We can do  
345 fertilizer in an organic. Then we could do one application of for grubs and crabgrass  
346 control.

347  
348 Mr. Hanna asked if we do organic and add grub control that's a happy compromise and  
349 a good first step.

350  
351 McInerney asked Ms. Mast Con-com. Can you add credence, in our order of conditions  
352 that we pay attention? Ms. Mast stated to protect water quality the state requires  
353 requires to not use phosphorus and recommends always test the soil.

354  
355 Mr. Dauphinais asked, can we have an organic program down in Riverview. Ms. Mast  
356 said we can probably find a compromise when making changes.

357  
358 Riverview that field is a soccer field and beat to death and they want Phil to work on it in  
359 the summer, but you can't do it. It needs to be done in the fall when they are playing  
360 soccer.

361  
362 Mr. McInerney stated that If the state law trumps, do we still talk with conservation.  
363 Maria you can come back and we can get a soil sample and give a recommendation of  
364 what to apply and at what rate and can save more money but not dropping unnecessary  
365 products.

366  
367 Mr. Entwistle will put together some prices and milky spore program.

368  
369 **APPOINTMENTS**

370  
371 **Sandhya Shenoy- Children's Library Assistant (Part Time)-Grafton Library**

372  
373 Mr. Padgett made a motion to appoint Sandhya Shenoy- Children's Library Assistant  
374 (Part Time)-Grafton Library. Mr. Spinney seconded. All were in favor.

375  
376 **Donald E. Clark – Historical Commission**

377  
378 Mr. Padgett made a motion to appoint Donald E. Clark to the Historical Commission, Mr.  
379 Dauphinais seconded. All were in favor.

380  
381 **Deborah Adams – Agricultural Committee**

382  
383 Mr. Padgett made a motion to appoint Deborah Adams to the Agricultural Committee.  
384 Mr. Dauphinais seconded. All were in favor.

385  
386 **Scott Conway – Conservation Commission**

387  
388 Mr. Padgett made a motion to appoint Mr. Conway to the Conservation Committee. Mr.  
389 Hanna seconded. All were in favor.

390  
391 **NEW BUSINESS**

392  
393 **Vote to Sign Real Estate Research Consultants Inc Contract. - Revaluation of**  
394 **Residential, Commercial, Industrial and Exempt Real Property for FY 2017.**

395  
396 Mr. Padgett made a motion to sign the Real Estate Research Consultants Inc. Contract  
397 for Residential, Commercial, Industrial and Exempt Real Property for FY2017.Mr.  
398 Spinney seconded. All were in favor.

399  
400 **Vote to Sign Real Estate Research Consultants Inc. Contract –Revaluation of**  
401 **Personal Property FY 2017.**

402  
403 Mr. Padgett made a motion to sign the Sign Real Estate Research Consultants Inc.  
404 Contract –Revaluation of Personal Property FY 2017. Mr. Dauphinais seconded. All  
405 were in favor.

406  
407 **Vote to Sign Fire Apparatus Fleet Evaluation Contract**

408  
409 Mr. Spinney made a motion to authorize the Chair to sign the Fire Apparatus Fleet  
410 Evaluation. Mr. Hanna seconded. All were in favor.

411  
412 **Vote to Approve Chapter 90 – Millbury Street at Crosby Road**

413  
414 Mr. Spinney made a motion to approve Chapter 90- Millbury Street at Crosby Street. Mr.  
415 Hanna seconded. All were in favor.

416  
417 **Vote to Approve Chapter 90 – Grafton Common**

418  
419 Mr. Dauphinais recused himself. Mr. Spinney made a motion to approve Chapter 90 for  
420 the Grafton Common. Mr. Hanna seconded. All were in favor.

421  
422 **Vote to Approve One Day Beer & Wine License for the Board of Library Trustees**

423  
424 Mr. Spinney made a motion to approve a One Day Beer & Wine License for the Board  
425 of Library Trustees for an event on June 10<sup>th</sup>. Mr. Hanna seconded all were in favor.

426  
427 **SELECTMEN REPORTS / TA REPORTS**

428  
429 Mr. McInerney provided the following items for his report:

- 430
- 431
- Rent Reduction Request Suburban Staffing
  - OCG all lease are up, need Board to think about a master lease who will fill the space. To manage the building and the leases and the tenants.
  - Ribbon Cutting Ceremony June 11 10am for OCG
  - Town meeting debrief
  - AHT has a new action plan, should have them back
  - EDC was given five items would like to bring them back for a workshop June 14<sup>th</sup>
  - Legal Update in Executive Session
  - Consolidating Electric, a lot of people have come to the police department to go door to door; they are not representing the Town. Tell us who they are so we can stop them. This program is an opt out program.
  - Blackstone Valley Chamber of Commerce hosting an accounting class. Held the 21 and 28<sup>th</sup> of June \$125. Scholarship and ½ are available.
  - Senate Budget set for debate for today and extra \$55 per pupil for chapter 70
  - Legislature talking about a record bill require we do certain things in certain time periods
- 446

447 **CORRESPONDENCE**

448

449 **DISCUSSION**

450

451 **Sidewalks**

452

453 Ms. Thomas introduced Ms. Dawn Geoffroy .Mr. Dauphinais wanted to discuss adding  
454 some biking and sidewalks for children walking and asked if the Board wanted to look at  
455 it deeper to see if we can incorporate sidewalks.

456

457 We can't put them everywhere there are some areas we can incorporate.

458

459 Mr. McInerney stated that we want to put sidewalks where ever we can. You could do  
460 sidewalks with Chapter 90 money and that there an opportunity on Carroll road to do a  
461 sidewalk.

462

463 Mr. Hanna suggested that the Town create a master where sidewalks are wanted or  
464 needed.

465

466 Mr. Spinney stated that the Roads Committee has been instructed to look and see  
467 where we can put a side walk.

468

469 Mr. Spinney stated that there was a lot of time and energy put into that roads program  
470 for the next 20 years. The Board asked the Town for \$1.5M per year. You don't want to  
471 limit those funds to straight out roads.

472

473 Mr. Hanna if you go through and see where you want a sidewalk and if we find it's a  
474 huge endeavor we will have to put it on the back burner.

475  
476 Ms. Dawn Geoffroy of 29 Christopher Drive addressed the Board stating that town's first  
477 charge needs to be an inventory and evaluation and do that with an eye towards walk  
478 ability. We need to think how sidewalks in town will economically benefit Town  
479 businesses. Ms. Geoffroy's first suggestion is a sidewalk from Perrault to the State  
480 Police

481  
482 Mr. Scott Conway stated that the sidewalks are in a bad state and the roads are  
483 horrible. It's kind of concerning that the Town knows where the trouble spots are. You  
484 cannot walk from swirls and scoops to the high school. Someone is going to get hit. He  
485 hasn't seen any improvement in 8 years in terms of planning. If you get the state to build  
486 these sidewalks town buses will stop.

487  
488 Mr. Spinney stated that the town has initiated a lot of action with the state, it takes a  
489 long time negotiating with the state and that the Board does not have power or influence  
490 over the State..

491  
492 Mr. Conway stated that from citizen's point of view we need to address some issues  
493 there is no plan, and asks what the plan is. There seems to be hemming and hawing.

494  
495 Mr. Dauphinais asked if Mr. Conway was at Town Meeting when we approved the  
496 budget and if he saw the line items. We are a rare town to have passed an override to  
497 fix roads; there are no other funds to put towards road. We need people to be involved;  
498 we have a committee that looks at the roads. We have never had the funds for the  
499 roads to be improved on.

500  
501 Mr. McInerney stated that Worcester Street is a State Road and we don't have a cost  
502 estimate. We are planning an outreach meeting on August 11<sup>th</sup> to lay out what the  
503 engineers have laid out on that roadway. It is cost prohibitive to do them.  
504 Everyone is our eyes and ears. People should use see click fix to report a issue.  
505 We can use chapter 90 funds for sidewalk evaluation and inventory analysis.

506  
507 Mrs. Geoffroy talking about financing and grants and want to make sure the town is  
508 researching grants. 100's of thousands of dollars are not being used.

509  
510 Ms. Thomas moving forward we should look at sidewalks with Chapter 90.

511  
512 Mr. Dauphinais stated that the Town has a Planning Department and DPW, he feels we  
513 can do this in house.

514  
515 Mr. McInerney stated he doesn't know if we can do it in house but will look into it.

516  
517 Mr. Spinney stated doing it in house may not be manageable. There is something to be  
518 said for having experts in a particular field.

519  
520 Mr. Hanna we have two do two things, we need a list of where we have sidewalks and a  
521 wish list of sidewalks. This may not be something we can do.

522

523 Mr. McInerney stated that the roads we are going to do this year and suggests that the  
524 Board should give him the authority to install sidewalks where we can do them without  
525 issue as well as look at the seven roads projects and see if it makes sense to do  
526 sidewalks with the road work this year.

527  
528 Baseball Field Naming

529  
530 **MEETING MINUTES**

531  
532 2/16/16

533  
534 Mr. Spinney made a motion to approve the 2/16/16 minutes as presented. Mr. Padgett  
535 seconded. All were in favor.

536  
537 4/19/16

538  
539 Mr. Spinney made a motion to approve the 2/16/16 minutes as presented. Mr. Padgett  
540 seconded. All were in favor.

541 **Adjourn:** At 10:34 PM Mr. Spinney made a motion to adjourn. Mr. Dauphinais  
542 seconded. All were in favor.



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**BOARD OF SELECTMEN  
MEETING AGENDA**

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

**CALL TO ORDER: A regular meeting was called to order. All were present.**

**ANNOUNCEMENTS**

**Ms. Thomas made the following announcements:**

- One Grafton Common-Ribbon Cutting Ceremony, 6/11 10am
- Big Truck Day - Municipal Center Parking Lot , 6/18 10am – 12 pm
- Doggie Dip Day-Silver Lake Beach, 6/18 11am - 2pm
- Silver Lake Beach- Opens For the Season, 6/19 11am
- Grafton Public Library- Summer Reading Program (Registration On-Going)

**23 Prentice Street – Affordable Housing Trust**

Mr. Sotir Papalilo a developer from Shrewsbury addressed the Board stated that he is here before the board to make a presentation for a 54 unit rental project that has an affordable component to it. The property is located on prentice st and he purchased it about a year ago. He thought the property could be used for two single family lots. But being in the business of developing affordable housing it may be a good location to propose a rental project for affordable housing under the mass housing partnership program of affordable housing as there is no worries of visibility or abutting other properties or impact traffic.

This property would be a good location and would be counted towards the Town of Grafton's inventory of affordable housing even though only 25% of the housing will be affordable the entire group of units will count towards the Town of Grafton's affordable housing inventory..He approached the development heads and asked if they thought it w was a good idea. Which they did and then Went to the housing trust to ask for their support because mass housing partnership application is to solicit support from the Town. Normally under 40B an app is submitted to a state agency then the state agency notifies the town and give them 30 days to act on the proposal.

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He thought it was necessary to come before the trust and BOS first before filing the application with the state.

Prepared a preliminary proposal seeking support from the BOS and make it part of the MHP application. That will be submitted for their review and approval for a site approval letter and then got to the ZBA.

Engaged an architect and engineer to discuss developing the parcel and to provide what the possibilities of what the development will look like. Access from Prentice Street and checked on services available. The sewer line is on Creeper Hill Road and on Elm Street. There is a possibility of connecting to sewer . The Water is on Nelson Street across from prentice street. The services are available but not sure about gas

The building can be revised and hopes the plan presented is considered reasonable

This development will consist of 21-1 Bedroom, 27-2 Bedroom units and 6- 3 Bedroom units that are required as a policy by the state agency that issues the site approval letter.

Mr. Papalilo stated that he has received a letter from a private lender and will finance the construction of the development with Webster Five bank.

Mr. Papalilo provided an example of the unit layouts and stated that the total cost is approximately approx. \$9.7M development, privately funded. He is looking to do everything on a private basis.

Mr. Dauphinais stated that there is nothing in that part of town quite like that and to him it doesn't speak to the character of the area. Why do you think that development will fit in that neighborhood?

Mr. Papalilo stated that he looks at locations in an area that don't really affect the neighborhood.

For instance Matthew Road will be looking at the back of the development. The grades will depress the home so that people may see a 1 story home. To minimize the impact, he suggests installing some fencing and some landscaping to satisfy the neighbors.

The access to this property is from Prentice Street. It is kind of secluded on its own area and thought it might be a good location for an apartment complex. It is abutting single families and it is only a proposal and if you don't think this is a good idea, it is only a proposal.

Mr. D it is a well established neighborhood as well as the area around Nelson Park and to bring something like this doesn't speak to the character of the neighborhood.

94 We are currently trying to figure out traffic issues in the down town area of north Grafton  
95 on north main street.

96  
97 It's probably too preliminary have you done any traffic studies, Mr. Papalilo said not yet.  
98 And feel most of the traffic is going against the tide and feels they are far removed from  
99 there. They will do a traffic study and go through the process of engineering and talk to  
100 abutters.

101  
102 Mr. Dauphinais stated that we have been discussing sidewalks. I would like you to keep  
103 in the back of your mind the possibility of providing the town with sidewalks in that area.  
104 That is something that we will be looking at for every development.

105  
106 Mr. Hanna asked what percent will be affordable. Mr. Papalilo stated that building 54  
107 units he is looking at 13 or 14 affordable units. It has to be 25% of the units.

108  
109 Mr. Hanna asked how much will the rent be? Mr. Papalilo stated approximately 1  
110 bedroom \$1100, the market rate \$1400, 2 bedroom \$1328 Market \$1625 3 bedroom  
111 \$1521 - \$2000 and that these are just preliminary numbers. Mr. Hanna stated that he  
112 feels the affordable units are pretty high in cost.

113  
114 Ms. Thomas what are your next steps.

115  
116 Mr. Papalilo, if BOS supports with a letter, the MHB gets an application and asks for a  
117 30 period to review. They will contact the Town again and then will issue site approval  
118 letter to the development. Then Mr. Papalilo will submit a letter of comprehensive  
119 application to ZBA.

120  
121 Ms. Thomas will be any opportunity before ZBA for public input. He said public  
122 comment will happen during ZBA hearings. Mr. Papalilo stated he will have another  
123 public hearing.

124  
125 Mr. Dauphinais asked what the size of the lot is. Mr. Papalilo stated 2.5 acres. Mr. D  
126 how tall? Mr. Papalilo stated 27, 28 feet. It will meet the multifamily zoning height limits.  
127 The property is sloping down, will look lower that what it is to accommodate the  
128 driveways.

129  
130 Mr. McInerney we will wait to do the letter of support until the next meeting on 6/21. We  
131 saw the plan with Joe Laydon and these look they could be a good compliment to the  
132 work force. We thought initially it would be a good idea. There may be people out there  
133 with a different opinion.

134  
135 Mr. Papalilo stated that the whole process starts with the ZBA. This property is in a  
136 good location to impact the neighborhood minimally.

137  
138 Mr. Papalilo stated the numbers are the for the economics of the job and feels he's not  
139 being greedy, the tax revenue will be

140

141 Mr. Spinney stated that the Affordable Housing Trust met several times and drafted a  
142 letter. 54 units is a substantial gain to the index. And it would grant us immunity to 40B  
143 projects. It is a big gain. This site goes much further than a neighborhood going into an  
144 agricultural area and feels this a marked improvement.

145  
146 **Joint Meeting with DPW Advisory Committee-Roads Project**

147  
148 Mr. Pogorzelski stated that the DPW Advisory Committee had some questions had  
149 heard grumblings about incorporating sidewalks with the Roads Project. Mr. Pogorzelski  
150 stated that his biggest concern is what is the funding source?

151  
152 Mr. McInerney stated, Chapter 90 and stabilization account.

153  
154 Mr. Pogorzelski stated that the Committee does not have a problem with putting in  
155 sidewalks, however, all the surveying was done based on roads and the cost initially  
156 was \$1.5M annually and \$500K from chapter 90 funds. Mr. Pogorzelski stated that  
157 taking money out for sidewalks it a little misrepresenting to the public. That money is  
158 earmarked for roads for the next five years. Something has got to give, if we take  
159 money away for sidewalks, we won't get to all of the roads and that sidewalks are a  
160 whole other realm.

161  
162 Ms. Thomas stated that the Board is not suggesting that every single road we do should  
163 have a sidewalk.

164  
165 Mr. Padgett stated that Mr. Pogorzelski is right because that is the override money.  
166 Some roads sidewalks will not work. We aren't saying all roads have to have a  
167 sidewalk, just want to see where it makes sense.

168  
169 Mr. Pogorzelski stated that he agrees but needs to understand costs. If you add a  
170 concrete sidewalk with granite curb on one side of Carroll Road it could cost \$290K.  
171 Bituminous and berm could cost \$150K. It will have to be case by case basis.

172  
173 Mr. Spinney when we made a case for the roads, to Dan's point he understands where  
174 he's coming from. From BOS side we are putting feelers out, we having discussed  
175 about tapping into this money. This project is in its infancy. We did the right thing at  
176 Town Meeting. Having the access to that money the funds become more available.  
177 Feels it was a good idea. Override was sold on the \$1.5M if we are going to dev a  
178 sidewalk program we need some solid numbers. The Board is looking for the facts now.

179  
180 Ms. Thomas when doing projection basing on \$1.5M plus chapter 90 fund is Brian  
181 Szczurko going through updating and seeing how the money is doing. And in the fall  
182 they will have another 5 year plan. Last year spent \$1.7m combined with Chapter 90  
183 money. Going forward down the road we will need to start the roads with the required  
184 drainage requirements and engineering. This will cost more than what it is projected at  
185 now.

186

187 Mr. Bechard stated that the information the Committee had received stated that the  
188 Board voted to install sidewalks. The committee went through a pretty extensive review  
189 of the town's road system and rating system with rating. We've had no budget for any  
190 sidewalks in town. We need to do an assessment and try to come up with a budget and  
191 whether it be resurfacing and repair or extension of a sidewalk. Sidewalks can be added  
192 in. We can look at sidewalks within those sidewalks and run a budget in the fall for a  
193 first step to a process.

194  
195 Mr. Dauphinais stated that the Board has been talking about sidewalks and it evolved in  
196 our last meeting a couple weeks ago. We probably should have discussed sidewalks  
197 more. We are in year two, but we don't want to talk about this in year 10. Now is the  
198 time to do it. Even though we have a lot of roads to fix, the big thing is safety and  
199 recreation we are becoming a little more urban we need to consider where we will be 25  
200 years from now. That five year plan might change and that is ok.

201  
202 Mr. McInerney stated that the Town will be the roadway project at Carroll Road, let's  
203 figure out what it costs, knock on the doors and ask if it is ok to put a sidewalk in. Once  
204 Mr. Szczurko has the list of roads for the next 5 years we can go look at the sidewalks.

205  
206 Mr. Szczurko stated that the sidewalks would go out to bid. Mr. Mc we already have a  
207 contract for all paving projects. Mr. Szczurko suggests that you are better off doing a  
208 separate contract for sidewalks.

209  
210 Mr. Bechard stated that the committee will work with Brian to see what it will cost.

211  
212 Mr. Spinney, at what point do we understand exactly what we are paying every year. If  
213 you want engineering do we say \$1.5M per year do what with it you can?

214  
215 Mr. Bechard responded by stating that we have only invest the 1 year so far. We initially  
216 said \$1.5M for 5 years. We don't have enough data at this point.

217  
218 Ms. Thomas asked is there a cost saving doing sidewalks at the same time as the road.  
219 Mr. Szczurko stated he did not know but will find out.

220  
221 Mr. McInerney stated that the biggest costs will be to make the sidewalks ADA  
222 compliant.

223  
224 Mr. McInerney stated that the Town is going to put an RFP out for Carroll road and have  
225 conversation about those homeowners.

226  
227 **Boards and Committees – Board of Selectmen Assignments**

228  
229 Mr. Dauphinais made a motion to appoint Sargon Hanna as the Board of Selectmen  
230 Representative to the Capital Improvement Planning Committee. Mr. Padgett seconded.  
231 All were in favor.

232

233 Mr. Hanna made a motion to appoint Mr. Dauphinais to the Economic Development  
234 Committee as the Board of Selectmen Representative. Mr. Padgett seconded. All were  
235 in favor.

236  
237 Mr. Padgett made a motion to appoint Mr. Hanna to the DPW Building Committee. Mr.  
238 Hanna seconded. All were in favor.

239

## 240 **APPOINTMENTS**

241

### 242 **Carolyn Weeks- Agricultural Committee**

243

244 Mr. Spinney made a motion to appoint Carolyn Weeks to the Agricultural Committee.  
245 Mr. Padgett seconded. All were in favor.

246

### 247 **Michael Robbins- Zoning Board of Appeals**

248

249 Mr. Spinney made a motion to accept the resignation of Michael Robbins from the  
250 Zoning Board of Appeals. Mr. Padgett seconded. All were in favor.

251

### 252 **Vote to Sign TIF Agreement – 103 Worcester Street, LLC**

253

254 Mr. Spinney made a motion that the Town move into a TIF Agreement for 103  
255 Worcester Street LLC. Mr. Dauphinais Seconded. All were in favor.

256

### 257 **Vote to Sign Waste Zero Contract**

258

259 Mr. Spinney made a motion for the TA to sign the Waste Zero contract. Mr. Hanna  
260 second. All were in favor.

261

### 262 **Vote to Designate July as Park and Recreation Month**

263

264 Mr. Padgett made a motion to designate July as Park and Recreation Month. Mr.  
265 seconded. All were in favor.

266

### 267 **Town Administrator Report**

268

269

- Charter review committee meets June 8th
- Solarize Sutton Grafton Meeting being re-aired on cable. \$500 off for first 20 sign up
- Energy Choice, comments closed. Working with DOER and DPU before going out to bid. Won't start until October. Winter rates come out then. Our rates will be a lower rate
- Abutters to medical marijuana new parcel sent out new letter requesting their comments.
- Fire Dept Apparatus Study to start July 11<sup>th</sup> with Emergency Vehicle Response.

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- 279           • Update on sewer project: They are making a lot of progress and will be  
280           putting in new equipment in a few months. The Project is on schedule.

281  
282           Mr. Hanna stated he would like to take a look at town owned land and maybe think  
283           about solar. Mr. Willardson stated we can do an analysis of town own owned land.

284  
285           **CORRESPONDENCE**

286  
287           Mr. Hanna read correspondence from Mass Housing for a development from at 21  
288           Wheeler Road from Peter Adams.

289  
290           **DISCUSSION**

291  
292           **Town Meeting-Recap**

293  
294           What we think is good or bad at Town meeting per Mr. Padgett.

295  
296           Mr. Dauphinais stated that the speakers did not work out in the cafeteria and the  
297           election workers wanted to listen to the discussion. Mr. McInerney stated that he would  
298           like to put a TV out there.

299  
300           Mr. Padgett stated that someone made a comment about the fact that people have to  
301           go up to the microphone, but if someone cannot make it up to the mic someone can  
302           bring a hand held. Mr. Padgett suggests having a mic one up and one back

303  
304           Mr. Hanna would like to have in writing, the State of the Town from Finance Committee.

305  
306           Mr. Willardson asked if it would be helpful to have another monitor for the Board to look  
307           at. Mr. Padgett thinks there may be another way besides opening and closing the laptop  
308           to show the vote.

309  
310           **ADJOURN**

311  
312           At 9:19 Pm Mr. Spinney made a motion to adjourn, Mr. Hanna seconded. All were in  
313           favor.



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

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

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**BOARD OF SELECTMEN  
MEETING AGENDA**

July 21, 2016  
Municipal Center, Conference Room A  
10:00 AM

**CALL TO ORDER**

A Board of Selectmen meeting was called to order at 10:04 AM. Present: Jennifer Thomas, Bruce Spinney, Doug Willardson and Laura St. John-Dupuis.

**Sign Special Town Meeting Warrant**

Mr. Spinney made a motion to sign the Special Town Meeting Warrant, Mr. Hanna seconded. All were in favor.

At 10:06 AM, Mr. Spinney motion to enter into Executive Session for litigation update. Mr. Hanna seconded. By roll call vote: Spinney; aye, Hanna; aye, Thomas; aye.

**EXECUTIVE SESSION**

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

**ADJOURN**

At 10:10 AM Mr. Spinney made a motion to Adjourn. Mr. Hanna seconded. All were in favor.