TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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

BOARD OF SELECTMEN
MEETING AGENDA
AMENDED
September 6, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

- State Primary Election Thursday, Sept 8, 2016- Polls Open 7AM – 8PM
- Charter Review Hearing – Thursday, Sept 15, 2016, Conference Room A, 7 PM
- Grafton Economic Development Self Assessment Workshop, Thursday, September 29, 2016, 7PM at the Community Barn, 37 Wheeler Road, North Grafton
- Farmer's Market Continues Through October 12, 2016 on Wednesdays at the Common 2-6PM

SCHEDULE

a) Representative David Muradian

b) Medical Marijuana – Nature's Remedy – Continued to September 20, 2016

c) Mill Villages Advisory Committee

d) EDC –Discussion of November 2015 Goals

1. APPOINTMENTS

a) Town Administrator

DPW Heavy Truck Driver-Patrick Mahoney

DPW Heavy Truck Driver - TBD

b) Board of Selectmen

Conservation Commission- Nathan Jaffer

Constable – Sue Fiacco

2. RESIGNATIONS- None

3. NEW BUSINESS

a) Vote to Sign Contract with DRA Architects for Library Design Services- Library Planning Committee

b) Vote to Authorize the Town Administrator to Sign a File Storage Contract with Datum Storage Solutions

c) One Day Beer and Wine License- South Grafton Firefighters Assoc – Steak Fry 9/24/16

d) Vote to Award and Sign the Dodson Contract for Design Services for Pine Street and Worcester Street

e) Vote to Sign Renaud Contract for HVAC Services

f) Vote to Approve Naming the Intersection of 122/Providence Road & Main Street Finn Square.

4. SELECTMEN REPORTS / TA REPORTS

5. CORRESPONDENCE

6. DISCUSSION

Draft October Town Meeting Warrant

7. MEETING MINUTES

8/2
8/8
8/16

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update

Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

ANNOUNCEMENTS

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Representative David Muradian will provide an update.

The Board will re-open the public hearing that was continued from the August 16, 2016 meeting for a Medical Marijuana facility located at 8 Millennium Drive. ***** This Item will be continued to September 20, 2016****

VGR Law Firm, PC

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

VICENTE SEDERBERG LLC

April 22, 2016

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

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

Dear Mr. McInerney:

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

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

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

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

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

Very truly yours,

Valerio G. Romano, Esq.

VGR/tc
Enclosures

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

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

NATURE'S REMEDY OF MASSACHUSETTS, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

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

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

I, [*Name of person*], do hereby provide [*support/non-opposition*] to [*name of non-profit organization*] to operate a Registered Marijuana Dispensary ("RMD") in [*name of city or town*].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

_____

Name and Title of Individual

_____

Signature

_____

Date

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

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

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

_____

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

_____

Signature *(add more lines for signatures if needed)*

_____

Date

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

VGR Law Firm, PC

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

VICENTE SEDERBERG LLC

THE BENEFITS OF MEDICAL MARIJUANA: STUDIES AND MEDIA ATTENTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[8] *Weed: A CNN Special Report by Dr. Sanjay Gupta* (CNN television broadcast 2013), *available at* https://www.youtube.com/watch?v=hrVXRZY1_x0.

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

Comments

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Marijuana dispensary licenses to the highest bidder?

DAVID ZALUBOWSKI/ASSOCIATED PRESS/FILE

By Kay Lazar | GLOBE STAFF JULY 24, 2016

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

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

Comments

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

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

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

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

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

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

Comments

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

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

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

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

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

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

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

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

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

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

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

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

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

Comments

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

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

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

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

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

Comments

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

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

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

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

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

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BOARD OF ASSESSORS

RECEIVED
MAY 25 2016
GRAFTON ASSESSORS

Request for Abutters List

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

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

Name of Property Owner: 85 Green Street Limited Partnership

Street Address of Property: 8 Millennium Drive

Map: 5 Block: _____ Lot: 15

REASON FOR LIST:

Hearing before the Zoning Board of Appeals Yes _____ No_____

Hearing before the Planning Board Yes _____ No_____

Hearing before the Conservation Commission Yes _____ No_____

Other: Board of Selectmen Public Hearing

REASON FOR HEARING - (please check)

Variance_____ Scenic Road_____ Title 5_____ Special Permit _____ Subdivision_____

Other: Potential Medical Marijuana Growing Facility

RADIUS FOR ABUTTERS - (please check one)

Immediate _____ 300 Feet ✔ Upon, along, across or under: _____

LABELS

Two Sets of Labels will be provided if needed: Yes ____ No ✔ 1 set only thanks!
(Planning Board requires 2 sets of Labels)

Office Use Only

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

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

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

Revised: 1/22/2014

26/2016

Millennium Drive
ap 5, Lot 1J

Tammy Kalinowski
Tammy Kalinowski, Office Manager

ARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	ST	ZIP	BK	PG	
10/005.0-0000-0001.0	4 MILLENNIUM DRIVE	WORCESTER BUSINESS DEVELOPME		89 SHREWSBURY STREET SUITE 300		WORCESTER	MA	01604	17040	268	✓
10/005.0-0000-0001.A	15 CENTENNIAL DRIVE	CENTECH ASSOCIATES LLC	C/O THE CASLE CORPORATION	200 FISHER DRIVE		AVON	CT	06001	24483	329	✓
10/005.0-0000-0001.G	13 CENTENNIAL DRIVE	13 CENTENNIAL REALTY LLC		30 RICE LANE #7		WORCESTER	MA	01604	52650	56	✓
10/005.0-0000-0001.H	5 MILLENNIUM DRIVE	WORCESTER BUSINESS DEVELOPME		89 SHREWSBURY STREET SUITE 300		WORCESTER	MA	01604	17040	268	✓
10/005.0-0000-0001.I	9 MILLENNIUM DRIVE	MICKELSON JUDY D TRUSTEE	JDM MILLENNIUM REALTY TRUST	9 MILLENNIUM DRIVE		N GRAFTON	MA	01536	28966	173	✓
10/005.0-0000-0001.J	8 MILLENNIUM DRIVE	85 GREEN STREET LIMITED PARTNE		PO BOX 55		WORCESTER	MA	01613	30622	198	✓
10/012.0-0000-0015.0	105 WESTBORO ROAD	RUSHWAN BROTHERS INC		37 SOUTHWEST CUTOFF		WORCESTER	MA	01604	13387	118	✓
10/012.0-0000-0017.0	131 WESTBORO ROAD	BACHAND WILLIAM J TRUSTEE	BACHAND FAMILY REALTY TRUST	7 RAYBURN DRIVE		MILLBURY	MA	01527	16387	310	✓
10/013.0-0000-0001.0	139 WESTBORO ROAD	WINDOW LOGIC GENERAL CONTRA		31 WHEELER ROAD		N GRAFTON	MA	01536	53227	103	✓
10/013.0-0000-0002.0	135 WESTBORO ROAD	GRAFTON ISHTAR LLC		208 BRIGHAM HILL ROAD		GRAFTON	MA	01519	52769	63	✓
10/013.0-0000-0003.0	137 WESTBORO ROAD	RENZI ANNE		183 SUTTON AVENUE		OXFORD	MA	01540	47902	209	✓
10/013.0-0000-0004.0	141 WESTBORO ROAD	O'BRIEN JOSEPH A R	ESPER JAMES & ESPER RAYMOND	31 WHEELER ROAD		N GRAFTON	MA	01536	53227	103	✓
10/013.0-0000-0010.0	136 WESTBORO ROAD	MASS COMMONWEALTH OF	DEPT OF CAPITAL ASSET MANAGE	1 ASHBURTON PLACE RM 1610		BOSTON	MA	02108			✓
10/021.0-0000-0001.A	200 WESTBORO ROAD	TUFTS UNIVERSITY TRUSTEES		BALLOU HALL		MEDFORD	MA	02155	6578	79	✓
10/021.0-0000-0001.D	42 INSTITUTE ROAD	MASS COMMONWEALTH OF KEY P	DEPT OF YOUTH SERVICES AND LAB	ATTN: BARBARA MORTON	PO BOX 1380	WESTBOROUGH	MA	01581			✓
10/021.0-0000-0100.A	200 WESTBORO ROAD	TUFTS UNIVERSITY TRUSTEES	JOE MCMANUS	200 WESTBORO ROAD		N GRAFTON	MA	01536	6578	79	✓
10/021.0-0000-0101.A	200 WESTBORO ROAD	TUFTS UNIVERSITY TRUSTEES	JOE MCMANUS	200 WESTBORO ROAD		N GRAFTON	MA	01536	6578	79	✓
10/021.0-0000-0102.A	200 WESTBORO ROAD	TUFTS UNIVERSITY TRUSTEES	JOE MCMANUS	200 WESTBORO ROAD		N GRAFTON	MA	01536	6578	79	✓
10/912.0-0000-0015.A	81 WESTBORO ROAD	CONSOLIDATED RAIL CORP	CSX REAL PROPERTY INC	500 WATER STREET J-910		JACKSONVILLE	FL	32202			✓

There will be a joint meeting will Mill Villages Advisory Committee.

There will be a joint meeting with EDC to discuss the November 15, 2015 goals.

OFFICE OF THE
TOWN ADMINISTRATOR
30 Providence Road
Grafton, MA 01519
(508) 839-5335
Town Administrator: *Timothy P. McInerney*
mcinerneyt@grafton-ma.gov
www.grafton-ma.gov

TO: Economic Development Commission

DATE: November 18, 2015

RE: Tasks and Goals for EDC

At their meeting of November 17, 2015, the Board of Selectmen voted to provide the Economic Development Commission with the following goals:

1. Establish a welcome packet for new and existing businesses
2. Develop survey tool for business to collect baseline data- always asking what the town can do you them
3. Visit local businesses
4. Using an Excel database prepared script and asked members to call three to five businesses a month
5. Establish business breakfast for the spring as a semi-annual event

The Board of Selectmen would like to see these goals executed and a status be given at February Board of Selectmen meeting.

lsjd/tmp

If the Board is in agreement, the Board will to affirm the appointment of Patrick Mahoney to the position of Heavy Truck Drive for the DPW.

Town of Grafton
Department of Public Works

Memo

To: Tim McInerney
From: David Crouse
Date: September 2, 2016
Re: HTD/EO

I would like to recommend Patrick Mahoney, 29 Old Mill Rd Sutton Ma. 01590 be appointed as a full time Heavy Truck Driver / Equipment Operator

If you have any questions, please feel free to contact me.

[redacted]

If the Board is in agreement, the Board will to affirm the appointment of a new employee to the position of Heavy Truck Drive for the DPW.

If the Board is in agreement, the Board will vote to appoint Nathan Jaffer to the Conservation Commission.

Grafton, MA
30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: August 17, 2016

Name: Nathan A Jaffer

Home Address: 17 High Point Dr.
NORTH GRAFTON, MA 01536

Mailing Address: 17 High Point Dr.
NORTH GRAFTON, MA 01536

Phone Number(s): (

Email Address: n

Current Occupation/Employer: Senior Quality Engineer; Genzyme Corporation

Narrative: My availability is pretty flexible, with most days during the week after 4:30 pm and any time on the weekend with sufficient notice.

My educationis a Bachelor in Science Degree from the University of Rhode Island in Environmental Science and Management. My area of study within the program spanned wildlife management, geology, environmental law, and a series of classes associated with landscape architecture.

I have experieince managing an environmental testing laboratory where I was for both testing and collecting samples. The laboratory was government regulated and provided support for multiple government agencies (DOD, Department of the Navy, Army Corp of Engineers, state and local municipalities).

I am currently employed by a local medical device manufacturing company as a Quality engineer. My responsibilities are managing a site internal audit program and supplier management program. My role and responsibilities consist of maintaining and growing the business' state of compliance and implementing government guidance directives and ISO standards.

Board(s) / Committee(s): ___CONSERVATION COMMISSION

Cindy Ide

From: Maria Mast
Sent: Tuesday, August 30, 2016 12:50 PM
To: Cindy Ide
Subject: Re: Conservation Commission application

Cindy,
We would love for the BoS to move forward with the appointment. I am available for questions if the applicant wants to discuss the position prior to accepting it.

Thank you!

Maria Mast

Maria Mast, CESSWI
Conservation Agent
Town of Grafton
30 Providence Road
Grafton, MA 01519
p. 508-839-5335 x1143
f. 508-839-4602
mastm@grafton-ma.gov
www.grafton-ma.gov

On Fri, Aug 19, 2016 at 9:02 AM, Cindy Ide <idec@grafton-ma.gov> wrote:
Maria,

A potential member! Let us know if you and your commission would like to appoint. The next two meetings of BOS are the 6th and 20th.

Cindy

-----Original Message-----
From: VTS_BoardCommitteeApp [mailto:VTS_BoardCommitteeApp@vt-s.net]
Sent: Wednesday, August 17, 2016 11:13 AM
Subject: New Citizen Activity Form Submitted

A new Citizen Activity form was submitted on Aug 17, 2016 with the following information:

Name: Nathan A Jaffer
Home Address: 17 High Point Dr.
NORTH GRAFTON, MA 01536
Mail Address: 17 High Point Dr.
NORTH GRAFTON, MA 01536
Phone Number(2): [(40)1) -450-5862 (C)]
Email Address: najaffer@gmail.com

If the Board is in agreement the Board will vote to appoint Sue Fiacco to Constable.

If the Board is in agreement the Board will vote to sign a contract with DRA Architects for Library Design Services.

REQUEST FOR PROPOSALS

ARCHITECTURAL SERVICES

FOR AN ADDITION AND RENOVATIONS

TO THE GRAFTON PUBLIC LIBRARY

TOWN OF GRAFTON, MASSACHUSETTS

Proposals due by: July 15 at 10:00 A.M.

PLEASE REGISTER AS A PLAN HOLDER AT THIS LINK
TO OBTAIN ANY AMENDMENTS OR ADDITIONAL INFORMATION.

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OVERVIEW

The Town of Grafton is seeking architectural services for an addition and renovations to the Grafton Public Library, located at 35 Grafton Common. The selected Architect shall work directly with the Library Building Committee to provide design services for planned additions and renovations.

The Town of Grafton intends on applying for the Massachusetts Public Library Construction Grant (http://mblc.state.ma.us/grants/construction). Familiarity with this grant process is highly favorable. The Town applied for this grant several years ago, but Town Meeting declined to appropriate the remaining construction funds. The grant materials and design drawings from the previous application are available from the Library Director, Beth Gallaway. She can be contacted at gallawayb@graftonlibrary.org.

The Architect Design Team will be evaluated and selected based on technical competence, capacity and capability, and past record of performance. Preference will be given to those firms with specific experience in the design of **public library additions and renovation projects** completed in the last five years. The Architect must be licensed in Massachusetts. Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described above. The Fee for services is subject to negotiations not to exceed $75,000.

All questions concerning this Request for Proposals (RFP) should be directed in writing to Doug Willardson, Assistant Town Administrator via email at willardsond@grafton-ma.gov.

All proposals shall be submitted in the order stipulated on the RFP and in a clearly marked, sealed envelope. All proposals must be received by the Town Administrator's Office, Town of Grafton, 30 Providence Road, Grafton, MA 01519 **no later than the date and time specified**. Responses received after this date will not be considered.

The Town of Grafton reserves the right to waive any defect or any irregularity in the RFP and reserves the right to reject any or all proposals or any part thereof.

Date: June 22, 2016

Grafton, Massachusetts

ARCHITECTURAL SERVICES
FOR ADDITION AND RENOVATIONS
GRAFTON PUBLIC LIBRARY

PROJECT DESCRIPTION

The Town of Grafton is requesting proposals to provide architectural services for an addition and renovation to the Grafton Public Library, 35 Grafton Common, Grafton, Massachusetts. The Grafton Public Library is approximately 7,000 square feet. The Town estimates that the new addition will be approximately 15,000 square feet.

SCOPE OF SERVICES

The Architect, in connection with the Scope of Services described herein, shall perform in a satisfactory and proper manner in accordance with standard architectural practices as used in the industry and as determined by the Town of Grafton.

A. General

Built in 1927, the Grafton Public Library is a public municipal library serving Grafton and the surrounding area. The Library has always served an important role in the community. Grafton is a community of approximately 18,000 people located in south-central Massachusetts. The town is proud of its history and has maintained a balance between historic significance and contemporary lifestyle. Therefore, designs shall be sensitive to the historical ambiance of the Town Common. Citizens benefit from a dynamic library, which acts not only as a community information center, but also as a social and cultural hub. The Grafton Public Library is staffed by skilled professionals, committed volunteers, and a Board of Trustees who are intent on providing quality service to the community. The Grafton Public Library is located on a historic town common and any addition to the Library will need approval from Grafton's Historic District Commission as well as Mass. Historical Commission.

B. Proposed Project Scope

The Architect will be required to provide the services as described below.

1. Meet with Town Officials to discuss the overall plan, alternative concepts and reach an understanding of the goal and objectives for the project.

2. Provide all drawings required by MBLC for grant application. These schematic drawings include floor plans, roof plan, sections and elevations as further described below.
    - Floor plan(s) with a complete furnishing and equipment layout
    - Elevations as appropriate
    - Structural narrative and MEP narrative of systems

- Tabulation of square footages called for in the library building program and comparison to the square footages shown on the architectural plans
- Tabulations of the number of books, magazines, and audiovisual materials called for in the library building program in comparison to the square footages shown on the architectural plans
- Tabulations of the number of seats and staff work spaces called for in the library building program in comparison to the numbers shown on the architectural plans

3. Estimated project budget, prepared independently by an experienced professional cost estimator, based on the site plan, building plans, and construction budget.
4. Site plan with parking, grading, building location, and designation of utilities (1" = 40 feet or larger).
5. Geotechnical survey, including soil boring and percolation tests (as appropriate) certified by a licensed professional providing a thorough subsurface soil analysis to document the appropriateness of the site for construction and existing special conditions.
6. Coordinate execution of the hazardous materials survey report.
7. Stamped topographic land survey delineating boundary lines for entire site to be included in the library building project.
8. Map showing existing library site.

C. Proposal Document

The Architect shall be required to submit the following information with their proposal, assembled in the order presented:

1. A Letter of Transmittal which shall indicate the firm's interest in the project and a brief summary of their related experience.

2. Complete the Standard Designer Application Form for Municipalities and Public Agencies not within the DSB Jurisdiction (Updated 5/2014). The link above contains a fillable form Word Document.

3. A detailed statement of the firm's technical approach to provide the services as specified.

4. Evidence of proper registration(s), licenses(s) and insurance coverage.

Architects are requested to limit the information contained in the proposal to only that information as above requested. Proposals containing superfluous information will not be considered.

D. Method of Selection/Criteria for Award

The Library Building Committee will evaluate qualifications and proposals based on the following criteria:

- Firm's experience on similar library addition and renovation projects;
- Firm's qualifications and experience of key personnel;
- Technical competence of the firm;
- Reputation of the firm based on references;
- Technical approach, i.e., the firm's responsiveness to meet or exceed the specifications;
- Professional qualifications of the designated architect;
- Professional qualifications of the design team;
- Firm's knowledge of building codes and work with historic buildings;
- Firm's knowledge and experience with MA Public Library Construction Grants; and
- Firm's ability to furnish the required Certificates of Insurance.

After review of all factors, terms and conditions, including price, the Town of Grafton reserves the right to reject any and all proposals, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Grafton.

PROPOSED SCHEDULE

Prebid Meeting at 10:00 amJune 29, 2016	
Questions due in writing by 3:00 pm	July 7, 2016
Submission of Proposals by 10:00 am	July 15, 2016
Review Committee review of qualifications	TBD
Candidate interviews	TBD
Selection of architect and notice to proceed	August 8, 2016
Completion of Preliminary Design	October 1, 2016
Completion of Design phase	December 16, 2016
Completion of Documents for MA MPLCP Application	January 13, 2017
Completion of General Construction	TBD

ADDITIONAL INFORMATION

A. Prebid Meeting

A prebid meeting is scheduled for **Wednesday June 29 at 10:00 A.M.**

Bidders may attend the prebid meeting to familiarize themselves with existing conditions and the scope of this project.

Bidders should become acquainted with conditions, including concealed conditions, relating to construction and labor so that they may fully understand the facilities, difficulties and restrictions of this project.

The failure or omission of any bidder to examine any addendum or other documents shall in no way relieve any bidder from any obligation with respect to their bid or the contract.

B. Questions

No oral interpretations shall be made to any respondent as to the meaning of any of these documents or to be effective to modify any of the provisions of this request. Every request for an interpretation shall be made in **writing**. **Questions shall be sent via email to willardsond@grafton-ma.gov.**

To receive consideration, such questions shall be submitted in writing no more than five (5) working days after the prebid meeting. **The last day for questions is July 7, 2016 by 3:00 pm.**

The Town of Grafton will arrange an addenda, which shall become a part of the proposal, all questions received as above provided and the decision regarding each. At least three (3) days prior to the receipt of bid proposals, the Town will send a copy of these addenda to each of those who have registered as plan holders.

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each respondent to determine whether any addenda have been issued, and if so, whether he/she has received a copy of each.

C. Receipt of Proposals

Firms shall be required to submit one electronic file on thumb drive, plus **(1) original and three (3) copies** of their proposals for these services to the Town Administrator's Office, Grafton Municipal Center by **July 15, 2016 at 10:00 am**.

Proposals must be signed and submitted in a sealed envelope. Proposals will be stamped with date and time when received by the Town Administrator's Office at the Grafton Municipal Center. Proposals will be stored securely until the Review Committee sets special meeting dates for proposal opening and review.

D. Evaluation and Selection

The Review Committee shall review all proposal documents received and short list or reduce the number to the most qualified firms to interview for the project. Selected firms shall then be notified in writing. Proposers who are not invited to participate in this interview process will be notified in writing.

The Review Committee will schedule the time and location of the interviews. Firms selected to interview shall prepare an oral presentation not to exceed thirty (30) minutes followed by a question and answer period. The Review Committee may opt to hold second interviews with two or more finalists. Once the top-ranked firm has been identified, the Town and firm will negotiate a fee not to exceed $75,000.

All finalists will be notified in writing of the final Architect selection following Board of Selectmen approval.

SAMPLE CONTRACT

Attached hereto is a sample contract with terms and conditions that the successful firm will be expected to abide by. Please make special note of the insurance requirements.

TOWN OF GRAFTON

DATE: SEPTEMBER 6, 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 the Contractor:

DRA Architects

235 Bear Hill Road, 4th Floor
Waltham, MA 02451
617-964-1700
info@draws.com

1. This is a Contract for the procurement of the following:
Architectural services for an addition and renovations to the Grafton Public Library, located at 35 Grafton Common. The scope of work as defined by the **"REQUEST FOR PROPOSALS ARCHITECTURAL SERVICES FOR AN ADDITION AND RENOVATIONS TO THE GRAFTON PUBLIC LIBRARY"** incorporated by reference herein.

2. The Contract price to be paid to the Contractor by the Town is not to exceed $75,000.

3. Payment will be made as follows:

3.1 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 Fees and Reimbursable Costs combined shall not exceed $75,000 as more fully set forth in the Contractor Documents.

3.3 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.

3.4 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 *(Surety is not required for contracts for the purchase of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts)*

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 January 1, 2017, 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 or Town is determined by the Town or Contractor respectively to be in default of any term or condition of this Contract, either party may terminate this Contract on seven (7) days notice by providing notice to the Contractor or Town, 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 by the Contractor 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 Contact, and (viii) failure to comply with requirements of state law and/or regulations, and Town bylaw and/or regulations.

The following shall constitute events of a default by the Owner under the Contract:

i. Failure of Owner to make payments for services performed,
ii. Ability of Owner to meet at least weekly during the course of the work.
iii. Sufficient and timely information in response to requests from Contractor.

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 form 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 30B – Procurement of Goods and Services.

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

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings 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 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 fines, penalties or monetary liabilities incurred by the Town as a result of the negligence 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 laws, by-laws, regulations, orders and decrees; and indemnify the Town, and its duly appointed agents against any claim or liability arising from Contractor's negligence in 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, ace, sex, religion, physical or mental handicap or sexual orientation.

The following provisions will not apply if the contract price is less than $10,000.00 or where the Contractor employs fewer than six (6) persons. [The Town may, on a case by case basis, determine that the following provisions apply to contracts for less than $10,000.00 or where the Contractor employs less than six (6) employees.]

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, section, 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 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 wiring 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:

21.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees, which may be incurred by the Owner to the extent caused by the negligence of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

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 $3 million aggregate.

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

22.3 Other Insurance Requirements

a. Comprehensive commercial general liability insurance with limits of at least $1 Million per occurrence and $3 Million annual aggregate for property damage and $1 Million per person and $3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least $500,000 per person, and $1 Million per accident.

c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

d. Commercial General Liability policy 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 necessary notice 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. The Owner, to the

extent permitted by law, agrees to indemnify and hold harmless the Contractor and its Sub-contractors from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third party or entity to the extent such costs and expenses arise from the Owner's use of the material produced.

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.

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:

_____

Chairman, Board of Selectmen Date

_____

Print Name & Title

_____

_____

_____

_____

Approved as to the availability of funds. Date
Town Accountant

_____

Approved as to Form. Date
Town Counsel

The Contractor by:

_____ 9-1-2016

Signature Date

Kenneth C. Best, Principal

CERTIFICATION OF GOOD FAITH

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

The Contractor by: _____
Print Name

_____
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
_____, authorized signatory for
name of signatory
_____, whose
name of contractor
principal place of business is at _____,
_____does hereby certify under the pains and penalties of perjury
that _____ has paid all
name of contractor
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 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 an 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 yeas 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	_____

Contract Reviewed by: _____
Signature

_____
Name, Title

If the Board is in agreement the Board will vote to authorize the Town Administrator to sign the file storage contract with Datum Storage Solutions.

Quotation

DATUM storage solutions

Dealer
100037
SYSTEMATICS
Dan Clifford
9 Otis Street
PO Box 120
Westborough, MA 01581
Phone: 508-366-1306
Fax: 508-366-1307
dclifford@systematics.biz

Project# 54561-Clerks Vault
SRA264R.Boston
6.6.16

Dealer/Rep: SRA
Drawing Number: SRA264R.Boston

Customer
Town of Grafton
30 Providence Road
Grafton, MA 01519
Phone: (508) 839-5335
Donna M. Girouard

Qty	Model No.	Description	List	Discount	Ext. List
	MOBILETRAK5 SYSTEM			***0.00%***	***15,393.00***
4	3521H-12	Hybrid Open Drive Box, Single Reduction w/ End Panel (-12)	263.00	0.00%	1,052.00
2	5155S	Low Profile End Stop (each)	31.00	0.00%	62.00
1	53CM-2420853S	THREE PIECE STEEL END PANEL 24.25" x 85" CRANK / MOBILE	318.00	0.00%	318.00
3	53CM-3620853S	THREE PIECE STEEL END PANEL 36.25" x 85" CRANK / MOBILE	366.00	0.00%	1,098.00
1	53CS-2420853S	THREE PIECE STEEL END PANEL 24.25" x 85" CRANK / STATIONARY	318.00	0.00%	318.00
1	5C3-242-168	MECHANICAL CARRIAGE 24.25" x 168" 3 RAIL	1,934.00	0.00%	1,934.00
3	5C3-362-168	MECHANICAL CARRIAGE 36.25" x 168" 3 RAIL	2,067.00	0.00%	6,201.00
1	5S3-242-168	STATIONARY CARRIAGE 24.25" x 168" 3 RAIL	888.00	0.00%	888.00
6	CSH-362	HEAVY DUTY CARRIAGE SHELF SUPPORT 36.25 " WIDE	49.00	0.00%	294.00
6	CSS-242	CARRIAGE SHELF SUPPORT 24.25 " WIDE	27.00	0.00%	162.00
3	CSS-362	CARRIAGE SHELF SUPPORT 36.25 " WIDE	36.00	0.00%	108.00
1	RN3-204-168	RECESSED 3 RAILS, 204"W X 168"D	2,958.00	0.00%	2,958.00
	4 POST SHELVING			***0.00%***	***27,154.20***
112	1242SS	SLOTTED STANDARD DUTY SHELF 42"w x 12"d	23.70	0.00%	2,654.40
16	1242TS	UNSLOTTED STANDARD DUTY SHELF 42"w x 12"d	23.70	0.00%	379.20
168	1842SS	SLOTTED STANDARD DUTY SHELF 42"w x 18"d	33.90	0.00%	5,695.20
24	1842TS	UNSLOTTED STANDARD DUTY SHELF 42"w x 18"d	33.90	0.00%	813.60
8	8512LC	CLOSED "L" UPRIGHT 12"d x 85-1/4"h	77.10	0.00%	616.80
12	8512TO	OPEN "T" UPRIGHT 12"d x 85-1/4"h	86.30	0.00%	1,035.60
12	8518LC	CLOSED "L" UPRIGHT 18"d x 85-1/4"h	92.60	0.00%	1,111.20
18	8518TO	OPEN "T" UPRIGHT 18"d x 85-1/4"h	92.10	0.00%	1,657.80
80	BS42	SINGLE RIVET SHELF SUPPORT 42"	9.10	0.00%	728.00
224	FDL	DIVIDERS 11"w x 8"h	3.80	0.00%	851.20
336	FDL-18S	DIVIDER 17"d X 8"h	7.30	0.00%	2,452.80
48	HR18	HEAVY DUTY PLUS SHELF REINFORCEMENT 18"	3.90	0.00%	187.20
560	MS-4211	HEAVY DUTY SHELF SUPPORT 42", 11GA.	9.10	0.00%	5,096.00
280	SB42	SLOTTED BACK STOP 42"w x 2"h	9.40	0.00%	2,632.00
336	SR18	SHELF REINFORCEMENT 18"	3.70	0.00%	1,243.20
	MOBILETRAK3 SYSTEM			***0.00%***	***1,360.00***
4	3300TR	3 Spoke Handle with Red Pop-Up Ailse Indicator	340.00	0.00%	1,360.00
	COMMON MOBILETRAK			***0.00%***	***0.00***

Quotation

DATUM. storage solutions

Project# 54562-Archives
SRA265R.Boston
6.6.16

Dealer/Rep: SRA
Drawing Number: SRA265R.Boston

Qty	Model No.	Description	List	Discount	Ext. List

GSA Contract #GS-28F-005BA
SIN 711-2, 711-3, 711-7, 711-94, 711-95
$100.00 - $74,999.00 LIST = 57.9% discount
$75,000.00+ LIST = 60.1% discount
SIN 711-94, Design Services (if used, $75.00 per hour)
SIN 711-95, Installation Services
Contract Expiration: 11/4/2018
FOB Origin (Prepay and Add) Dock to Dock
Time of Delivery: 30-60 DAYS ARO
Not all quotations include installation. Please review your pricing summary for details
Datum is a Small Business
Order MUST be made out to Datum Filing Systems, 89 Church Road, Box 355, Emigsville, PA 17318

Installation Requirements:
Area MUST be clear prior to start of job.
Non-Union Labor, work to be done during normal business hours
INSTALLATION PERFORMED BY SYSTEMATICS

Quote Valid for 30 days from Date Listed

TOTAL SYSTEM WEIGHT EXCLUDING MEDIA	8,518
TOTAL LINEAL FILING INCHES	19040"
Estimated Media Weight	57,120
Estimated Total Weight (Pounds)	65,638

Mtrl Price	38,564.50
Discount %	57.90%
Discount Value	-22,328.85
Sub-Total	16,235.65
Estimated Freight	1,400.00
Subfloor w/entry ramp	2,170.00
Provide & Install VCT	1,590.00
Non-Union Installation	8,970.00
Warehousing, Local Redelivery & Trash Removal	325.00
Tax	0.00
Sell Price	$30,690.65

Estimated Production Time for Mobile System: 6-8 weeks
Total Height of system based on a level floor @ 90-1/2"
All drawings MUST be signed off on prior to order entry.
Unless otherwise specified all end panels are priced as Datum standard colors.
Custom colors will be subject to additional cost and lead times.

Estimated Freight:
Estimated Freight on this proposal is based on Dock to Dock Delivery
Additional services are available and may be subject to added charges.
Please consult a Datum Sales Representative with your specific requirements.

****Thank you for allowing us to quote****
Paint and Laminate/Melamine colors must be specified on order prior to order entry.

Quotation

DATUM
storage solutions

Project# 54561-Clerks Vault
SRA264R.Boston
6.6.16

Dealer/Rep: SRA
Drawing Number: SRA264R.Boston

Qty	Model No.	Description	List	Discount	Ext. List

GSA Contract #GS-28F-005BA
SIN 711-2, 711-3, 711-7, 711-94, 711-95
$100.00 - $74,999.00 LIST = 57.9% discount
$75,000.00+ LIST = 60.1% discount
SIN 711-94, Design Services (if used, $75.00 per hour)
SIN 711-95, Installation Services
Contract Expiration: 11/4/2018
FOB Origin (Prepay and Add) Dock to Dock
Time of Delivery: 30-60 DAYS ARO
Not all quotations include installation. Please review your pricing summary for details
Datum is a Small Business
Order MUST be made out to Datum Filing Systems, 89 Church Road, Box 355, Emigsville, PA 17318

Installation Requirements:
Area MUST be clear prior to start of job.
Non-Union Labor, work to be done during normal business hours
INSTALLATION PERFORMED BY SYSTEMATICS

Quote Valid for 30 days from Date Listed

TOTAL SYSTEM WEIGHT EXCLUDING MEDIA	8,861
TOTAL LINEAL FILING INCHES	13760"
Estimated Media Weight	23,200
Estimated Total Weight (Pounds)	32,061

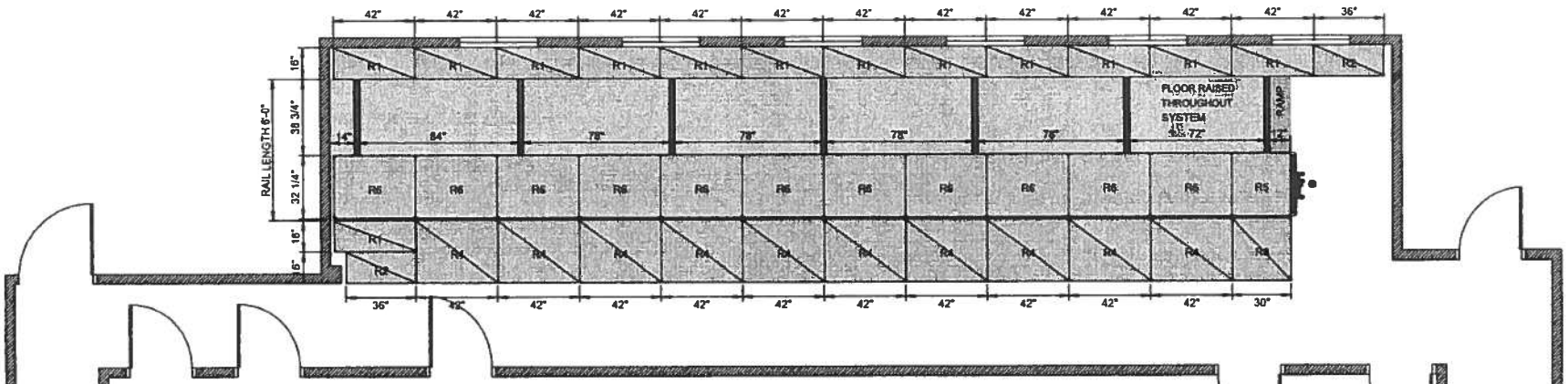
Mtrl Price	43,907.20
Discount %	57.90%
Discount Value	-25,422.27
Sub-Total	18,484.93
Estimated Freight	1,400.00
Subfloor w/entry ramp	2,275.00
Provide & Install VCT	1,716.00
Non-Union Installation	10,855.00
Warehousing, Local Redelivery & Trash Removal	325.00
Tax	0.00
Sell Price	$35,055.93

Estimated Production Time for Mobile System: 6-8 weeks
Total Height of system based on a level floor @ 90-1/2"
All drawings MUST be signed off on prior to order entry.
Unless otherwise specified all end panels are priced as Datum standard colors.
Custom colors will be subject to additional cost and lead times.

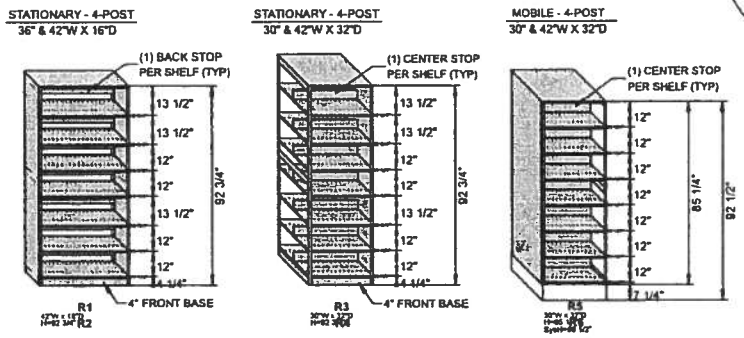
Estimated Freight:
Estimated Freight on this proposal is based on Dock to Dock Delivery
Additional services are available and may be subject to added charges.
Please consult a Datum Sales Representative with your specific requirements.

******Thank you for allowing us to quote******
Paint and Laminate/Melamine colors must be specified on order prior to order entry.

ARCHIVES



FLOOR PLAN



KEY

- SINGLE FACED STATIONARY SHELVING
- DOUBLE FACED STATIONARY SHELVING
- DOUBLE FACED MOBILE SHELVING

CURRENT CAPACITY - 756 BOXES
PROPOSED CAPACITY - 1,416 BOXES
PERCENTAGE INCREASE - 87%

DEALER SYSTEMATICS Dan Clifford	IT IS THE RESPONSIBILITY OF THE SELLING DEALER TO VERIFY ANY & ALL DIMENSIONS SHOWN ON THIS DRAWING, ESPECIALLY THOSE SUPPLIED BY THE CUSTOMER. ANY ORDER PLACED FROM THIS DRAWING INDICATES THAT THE DIMENSIONS SHOWN HERE ARE CORRECT. PLEASE SIGN THIS DRAWING BELOW TO VERIFY ALL ITEMS ARE CORRECT. DATE IT AND SEND ALONG WITH YOUR ORDER.	DATUM storage solutions	SCALE 1:85	TITLE Project# 54562-Archives	
CUSTOMER Town of Grafton			REVISED BY	DATE	REP CODE SRA	DRAWING NUMBER SRA265R.Boston
AREA REFERENCE	APPROVED BY	DATE	DRAWN BY R.Boston		DATE 1.20.16	

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON THE EXPRESS CONDITION THAT IT WILL NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF DATUM FILING SYSTEMS, INC. © DATUM FILING SYSTEMS, INC. 2011

If the Board is in agreement the Board will vote to approve a One Day Beer and Wine License for South Grafton Firefighters Associations Steak Fry on 9/25/16.

DATE: August 22, 2016

South Grafton Firefighters Association
Company Name:

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

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

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

9/24/2016
Date(s) of Function

94 Main St., FD Station 3
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

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

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

Business Name: South Grafton Firefighters Association

License in name of: Marc Welch

Name: _____

Title: _____

Manufacturer: _____

Business Address: 7 Joys Road
Grafton, MA 01519

Phone No.: (508) 479-3325

Residence: 7 Joys Road
Grafton, MA 01519

Phone No. email: marcwelch3@gmail.com

Signature of Applicant: Marc R Welch

PLEASE COMPLETE THE REVERSE SIDE

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

Marc Welch

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

7 Joys Road

Street Address

Grafton	MA	01519
City/Town	State	Zip Code

Marc R Welch

* Signature of Individual or Corporate Name (mandatory)

Re: Corporate Officer (mandatory, if applicable)

018621641

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

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

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

Date: August 22, 2016

Next Scheduled Meetings of the Selectmen

If the Board is in agreement the Board will vote to sign the Dodson contract for Design Services for Pine Street and Worcester Street.

TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1120 • FAX (508) 839-4602
planningdept@grafton-ma.gov
www.grafton-ma.gov

PLANNING DEPARTMENT

M E M O R A N D U M

TO: Board of Selectmen
Planning Board

FROM: Joseph Laydon, Town Planner

DATE: September 2, 2016

SUBJECT: Selection of Consultant for North Grafton Transit Village Master Plan

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The purpose of this memorandum is to inform the Board of Selectmen and Planning Board of the selection of Dodson & Flinker as the consultant to undertake the North Grafton Transit Village Master Plan.

The Town of Grafton is using funding provided through the Community Compact initiative and the PATH (Planning Assistance Through Housing) Grant Program to develop a North Grafton Transit Village Master Plan that will examine the opportunities for a mixed use village, focused on the commuter rail station, of land held in private and state ownership.

In addition, there is an additional planning element that is being completed for the area around and including 215 Worcester Street and 1 Hawthorn Road. This Worcester Street Mixed Use Village Concept Plan will examine the development potential for the properties in the project area for mixed use development that encourages a mixture of residential and non-residential uses, is pedestrian accessible, and fits into the surrounding 1950's neighborhood, while serving as a gate way to Grafton.

A consultant selection committee comprised of four members of town staff and the chairs of the Board of Selectmen and Planning Board conducted interviews with three of the strongest consulting firms that replied to the Request for Proposals. A total of six responses were received.

Dodson & Flinker previously worked in Grafton on the South Grafton Master Plan. The firm, who will be partnering with Brovitz/ Community Planning & Design on this project, provided a thorough response to the RFP and impressed the interview committee with their approach to the project and relevant project experience. They were able to relay their expertise in public outreach, land use and economic analysis, development of visualizations, and the ability to produce a plan that is able to be implemented. They were also the only firm interviewed that recommended an additional public meeting for the project.

The selection of Dodson & Flinker was reinforced by praise they received from a reference from another community that stated the firm routinely worked above and beyond there scope of work in order to produce a product they and the community needed and could be proud of. Planning Department Staff looks forward to working with Dodson & Flinker and the Board of Selectmen and Planning Board on this project. For more information on this project, please visit the Planning Department's Current Studies & Projects page at http://www.grafton-ma.gov/planning-department/pages/studies-projects-current.

If the Board is in agreement, the Board will vote to sign a contract with Renaud for HVAC services.

Renaud
HVAC & CONTROLS, INC.
P.O. Box 26 18 Providence Road Sutton, Massachusetts 01590
Telephone 508-865-2060 FAX 508-865-9070

July 7, 2016

Town of Grafton
Senior Center
30 Providence Road
Grafton, MA 01519

Attn. Bob Berger

Re: **Contract Extension and Preventive Maintenance Pricing FY2017**

I have prepared a proposal for annual preventive maintenance at the Grafton Town Buildings. This program is based on the current equipment as is. Please note that our scope has changed this year to cover additional equipment at the Library and at the Municipal Center.

Scope of Work:

Renaud HVAC & Controls, Inc. Inspection and Preventative Maintenance Program is designed for our customers to insure the proper and efficient operation of their heating, ventilating and air conditioning systems. This comprehensive program is completely administered by Renaud HVAC & Controls, Inc. The maintenance tasks and service activities are based upon our own expertise as a mechanical services contractor, the recommendations of equipment manufacturers, system design and application.

INSPECTION AND PREVENTATIVE MANTENANCE

Inspections of equipment and systems are pre-scheduled and will be performed annually during the Agreement period. Inspections include the testing of the system components to determine equipment status and condition. Needed repairs of deficiencies that are uncovered during the course of inspections are noted and handled in accordance with prompt repair procedures.

Preventative Maintenance will be performed professionally and in a thorough manner. **The intended result of Renaud HVAC preventative maintenance is to increase equipment reliability, life expectancies and operating efficiencies.**

Listed below are typical preventative maintenance tasks.

Scope of Work:

Renaud HVAC & Controls, Inc. Inspection and Preventative Maintenance Program is designed for our customers to insure the proper and efficient operation of their heating, ventilating and air conditioning systems. This comprehensive program is completely administered by Renaud HVAC & Controls, Inc. The maintenance tasks and service activities are based upon our own expertise as a mechanical services contractor, the recommendations of equipment manufacturers, system design and application.

INSPECTION AND PREVENTATIVE MANTENANCE

Inspections of equipment and systems are pre-scheduled and will be performed at a frequency stated in the covered equipment. Inspections include the testing of the system components to determine equipment status and condition. Needed repairs of deficiencies that are uncovered during the course of inspections are noted and handled in accordance with prompt repair procedures.

Preventative Maintenance will be performed professionally and in a thorough manner. **The intended result of Renaud HVAC preventative maintenance is to increase equipment reliability, life expectancies and operating efficiencies.**

Listed below are typical preventative maintenance tasks.

Cooling:

- **LUBRICATION MAINTENANCE**—oiling and greasing of motors and fan bearings, oiling and lubricating damper linkages. Replacing and adjusting fan belts. Furnish and replace media air filters.

- **CLEANING**—condenser coils, evaporator coils and condensate drains.

- **TESTING / CHECKING**—operating refrigerant pressures on split systems; check and adjust superheat settings as required, voltages and amperages of motors and compressors; proper control sequencing; electrical connections; rotation; contactors and starters. Check on the overall operating performance of cooling systems.

Heating:

- **LUBRICATION MAINTENANCE**—oiling and greasing of motors and fan bearings, oiling and lubricating damper linkages. Adjusting fan belts. Furnish and change media filters.

- **ADJUSTING AND FINE-TUNING**—of all heating system parameters, oil burners, gas burners and combustion air systems.

- **TESTING / CHECKING**—of voltages and amperages; Check operation of Economizer systems and adjust as necessary, Check on the overall operating performance of heating system. Test heat exchangers for integrity.

- **CONTROL CALIBRATION AND ADJUSTMENT**—of pneumatic temperature controls, refrigeration controls, pressure controls, operating controls and safety controls.

Mid-Season (Summer/ Winter where applicable):

- **Filters**— Furnish and replace media air filters.
- **Operational inspection**—Inspect the operation of all covered equipment. Note any abnormalities (excessive vibration, noise, leaks, etc...).

Annual Preventive Maintenance Location, Covered Equipment (Qty. / Frequency) and Pricing:

Fire Headquarters:

4 – High Efficiency Furnaces (4X per year)
4 – Air Cooled Condensing Units (1X per year)
2 – Gas Boilers (1X per year)
6 – Exhaust Fans (2X per year)
5 – Cabinet Unit Heaters (1X)
4 – Unit Heaters - Gas (1X)
1 – Unit Heater – Electric (1X)
7 – HW Radiant Panels (1X)
2 – Circulator Pumps (1X)
3 - Carrier Bypass Control Panels (2X)
Annual Price: $ 2,130.00

Municipal Center:

3 – Rooftop Package Units (4X)
2 – Gas Boilers (1X)
1 – Gas Water Heater (1X)
6 – Exhaust Fans (2X)
1 – Unit Heater (1X)
1 – AHU (2X)
88 – Water Source Heat Pumps (2X)
7 – Circulator Pumps (1X)
1 – Cooling Tower (2X)
Annual Price: $ 10.015.00

Police Headquarters:

3 – Rooftop Package Units (4X)
2 – Gas Boilers (1X)
1 – Gas Water Heater (1X)
6 – Exhaust Fans (2X)
1 – Unit Heater (1X)
1 – AHU (2X)
88 – Water Source Heat Pumps (2X)
7 – Circulator Pumps (1X)
1 – Cooling Tower (2X)
Annual Price: $ 2,210.00

71 Main Street South Grafton:

1 – Gas Furnace (2X)
Annual Price: $ 220.00

DPW Garage:

8 – Gas Unit Heaters (1X)
Annual Price: $ 500.00

Farnumsville Fire:

1 – Gas Furnace (2X)
Annual Price: $ 175.00

Cemetery Headquarters:

1 – Gas Unit Heater (1X)
Annual Price: $ 175.00

Grafton Library:

1 – gas Steam Boiler (1X)
5 – Ductless Split Systems (1X)
2 – Window AC Units (1X)
Annual Price: $ 890.00

Community Center:

1 – Gas Boiler (1X)
1 – Gas Water Heater (1X)
2 – Air Handlers (2X)
5 – Circulator Pumps (1X)
Annual Price: $ 500.00

Total Annual Price: $17,700.00

(Billed biannual after services performed)

Multi – Year Pricing is available upon request.

Sincerely,

Ken Boutiette
Service Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature_____ Signature_____

Date of Acceptance _____

Your Signature(s) Authorizes Work Release.... Fax This Form Back To (508) 865-9070 For Immediate Scheduling... Please Call (508) 865-2060 To Confirm Receipt.

Renaud HVAC & Controls, Inc. in entitled to recover all attorney's fees and costs if it hires counsel to collect any outstanding amounts not paid by the above customer invoiced under this contract or purchase order, plus interest at the rate of eighteen percent annum.

Terms and Conditions

1) Planned and/or routine maintenance services provided under this agreement will be performed during normal working hours.
2) The guarantees and services provided under the scope of this agreement are conditioned upon customer properly operating and maintaining systems/equipment. Customer will do so in according to industry accepted practices and in consideration of Renaud HVAC & Controls, Inc. (Renaud HVAC) reasonable recommendations.
3) Customer will provide and permit reasonable means of access to all covered equipment. Renaud HVAC will be allowed to start and stop equipment as necessary to perform its services.
4) The quoted annual rate is based upon the system(s) listed to be in a maintainable condition.
5) The agreement shall be in effect from year to year unless either party gives written notice of its intent not to renew thirty (30) days prior to the agreement anniversary.
6) The agreement price may be adjusted on each anniversary date. Adjustments will not occur without at least 45 days prior written notification.
7) Customer agrees to pay invoices within thirty (30) days of receipt. Renaud HVAC Reserves the right to cancel this and /or stop work under this agreement without notice, should payment become forty-five (45) days or more delinquent.
8) It is agreed that the repair, replacement, and emergency service provisions apply only to the equipment and systems listed. Repair and replacement of non-maintainable portions, such as duct work, furnace heat exchangers, shell and tube heat exchangers, all diffusers, cabinetry, inter-connecting piping, main power service and electrical

distribution system, valve bodies, coils, pipe insulation, glycol, storage tanks, piping systems, structural supports, etc. are excluded.

9) This agreement applies to the functional components and parts of mechanical systems as typified in the **scope of work** in this agreement.
10) At its prevailing rates or at negotiated lump sum prices, Renaud HVAC will perform work not covered by this Agreement. This shall include responding to abnormal conditions for system(s) and equipment not covered by this Agreement. Repairs or replacements necessitated by reason of customer negligence or misuses are not included.
11) The Agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s).
12) Renaud HVAC will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, and unavailability of material, riot, acts of God, or any cause beyond reasonable control.
13) Work necessitated by present or future requirements by government or insurance laws and/or requests is not included.
14) Only Renaud HVAC personnel or agent are authorized to perform the work included in the scope of this Agreement. Renaud HVAC may, at its option, cancel this Agreement should non-authorized individuals perform such work.
15) The customer acknowledges that employees assigned by Renaud HVAC to perform services pursuant to this Agreement represent a valuable asset to Renaud HVAC. The customer agrees that during the term of this Agreement, or renewal thereof, it shall not offer to employ or accept employment, any such employee of Renaud HVAC without written consent of Renaud HVAC. In the event this Agreement is terminated by customer for any reason at any time, other than default, customer agrees that it shall not offer to employee or accept employment, any such employee of Renaud HVAC for a period of four (4) months following termination of this Agreement.
16) Renaud HVAC & Controls, Inc. in entitled to recover all attorney's fees and costs if it hires counsel to collect any outstanding amounts not paid by the above customer invoiced under this contract or purchase order, plus interest at the rate of eighteen percent annum.

If the Board is in agreement, the Board will vote to approve naming the intersection of 122/Providence Road and Main Street, Finn Square. The sign will be put up in November 2016 or spring 2016.

The Board will discuss the Draft October Town Meeting Warrant.

** Rebecca Wilson-Chair of the Agricultural Committee will be here to discuss the Right to Farm Bylaw.

MODEL RIGHT TO FARM BY-LAW

Section 1 Legislative Purpose and Intent

The purpose and intent of this By-law is to state with emphasis the Right to Farm accorded to all citizens of the Commonwealth under Article 97, of the Constitution, and all state statutes and regulations thereunder including but not limited to Massachusetts General Laws Chapter 40A, Section 3, Paragraph 1; Chapter 90, Section 9, Chapter 111, Section 125A and Chapter 128 Section 1A. We the citizens of [Farm-Town] restate and republish these rights pursuant to the Town's authority conferred by Article 89 of the Articles of Amendment of the Massachusetts Constitution, ("Home Rule Amendment").

This General By-law encourages the pursuit of agriculture, promotes agriculture-based economic opportunities, and protects farmlands within the Town of [Farm-Town] by allowing agricultural uses and related activities to function with minimal conflict with abutters and Town agencies. This By-law shall apply to all jurisdictional areas within the Town.

Section 2 Definitions

The word "farm" shall include any parcel or contiguous parcels of land, or water bodies used for the primary purpose of commercial agriculture, or accessory thereto.

The words "farming" or "agriculture" or their derivatives shall include, but not be limited to the following:

- farming in all its branches and the cultivation and tillage of the soil;
- dairying;

Section 3 Right To Farm Declaration

The Right to Farm is hereby recognized to exist within the Town of [Farm-Town]. The above-described agricultural activities may occur on holidays, weekdays, and weekends by night or day and shall include the attendant incidental noise, odors, dust, and fumes associated with normally accepted agricultural practices. It is hereby determined that whatever impact may be caused to others through the normal practice of agriculture is more than offset by the benefits of farming to the neighborhood, community, and society in general. The benefits and protections of this By-law are intended to apply exclusively to those commercial agricultural and farming operations and activities conducted in accordance with generally accepted agricultural practices. Moreover, nothing in this Right To Farm By-law shall be deemed as acquiring any interest in land, or as imposing any land use regulation, which is properly the subject of state statute, regulation, or local zoning law.

Section 4 Disclosure Notification

Not later than 21 days after the purchase and sale contract is entered into, or prior to the sale or exchange of real property if no purchase and sale agreement exists, for the purchase or exchange of real property, or prior to the acquisition of a leasehold interest or other possessory interest in real property, located in the Town of [Farm-Town], the landowner shall present the buyer or occupant with a disclosure notification which states the following:

> "It is the policy of this community to conserve, protect and encourage the maintenance and improvement of agricultural land for the production of food, and other agricultural products, and also for its natural and ecological value. This disclosure notification is to inform buyers or occupants that

> the property they are about to acquire or occupy lies within a town where farming activities occur. Such farming activities may include, but are not limited to, activities that cause noise, dust and odors. Buyers or occupants are also informed that the location of property within the Town may be impacted by commercial agricultural operations including the ability to access water services for such property under certain circumstances."

A copy of the disclosure notification shall be given on a form prepared by the Town and shall be signed by the landowner prior to the sale, purchase, exchange or occupancy of such real property. A copy of the disclosure notification must be filed with the Board of Selectmen or its designee prior to the sale, purchase, exchange or occupancy of such real property. In addition to the above, a copy of this disclosure notification shall be provided by the Town to landowners each fiscal year by mail.

A violation of Section 4 shall be subject to a fine of $300 and shall be enforced by the Board of Selectmen or its designee. The Town is authorized to enforce Section 4 under the non-criminal disposition provision of G.L. c. 40, § 21D.

Section 5 Resolution of Disputes

[Applicable only in communities that have Agricultural Commissions.]
Any person who seeks to complain about the operation of a farm may, notwithstanding pursuing any other available remedy, file a grievance with the Select Board, the Zoning Enforcement Officer, or the Board of Health, depending upon the nature of the grievance. The filing of the grievance does not suspend the time within which to pursue any other available remedies that the aggrieved may have. The Zoning Enforcement Officer or Select Board may forward a copy of the grievance to the Agricultural Commission or its agent,

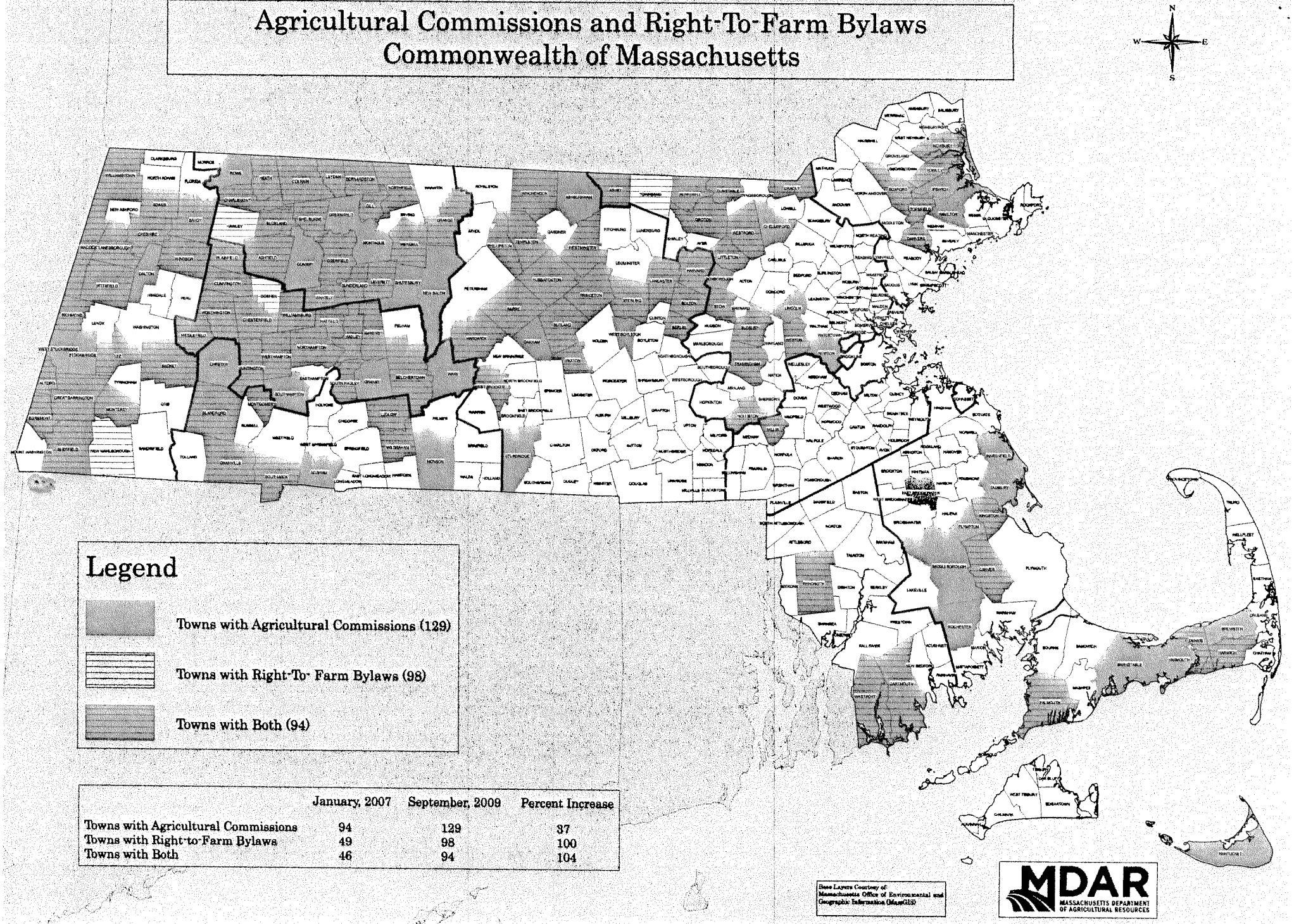
which shall review and facilitate the resolution of the grievance, and report its recommendations to the referring Town authority within an agreed upon time frame.

The Board of Health, except in cases of imminent danger or public health risk, may forward a copy of the grievance to the Agricultural Commission or its agent, which shall review and facilitate the resolution of the grievance, and report its recommendations to the Board of Health within an agreed upon time frame.

Section 6 Severability Clause

If any part of this By-law is for any reason held to be unconstitutional or invalid, such decision shall not affect the remainder of this By-law. The Town of [Farm- Town] hereby declares the provisions of this By-law to be severable.

Agricultural Commissions and Right-To-Farm Bylaws
Commonwealth of Massachusetts



	January, 2007	September, 2009	Percent Increase
Towns with Agricultural Commissions	94	129	37
Towns with Right-to-Farm Bylaws	49	98	100
Towns with Both	46	94	104

RIGHT TO FARM BY LAW

Rehoboth, Massachusetts

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The word "farm" shall include any parcel or contiguous parcels of land, or water bodies used for the primary purpose of commercial agriculture, or accessory thereto.

The words "farming" or "agriculture" or their derivatives shall include, but not be limited to the following:

- Farming in all its branches and the cultivation and tillage of the soil;
- Dairying;
- Production, cultivation, growing, and harvesting of any agricultural, aquacultural, floricultural, viticultural, or horticultural commodities;
- Growing and harvesting of forest products upon forest land, and any other forestry or lumbering operations;
- Raising of livestock including horses;
- Keeping of horses as a commercial enterprised; and
- Keeping and raising of poultry, swine, cattle, ratites (such as emus, ostriches and rheas) and camelids (such as llamas and camels), and other domesticated animals for food and other agricultural purposes, including bees and fur-bearing animals.

"Farming" shall encompass activities including, but not limited to, the following:

- Operation and transportation of slow-moving farm equipment over roads within the Town;
- Control of pests, including, but not limited to, insects, weeds, predators, and disease organism of plants and animals;
- Application of manure, fertilizers and pesticides;
- Conducting agriculture-related educational and farm-based recreational activities, including agri-tourism, provided that the activities are related to marketing the agricultural output or services of the farm;

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- growing and harvesting of forest products upon forest land, and any other forestry or lumbering operations;
- raising of livestock including horses;
- keeping of horses as a commercial enterprise; and
- keeping and raising of poultry, swine, cattle, ratites (such as emus, ostriches and rheas) and camelids (such as llamas and camels), and other domesticated animals for food and other agricultural purposes, including bees and fur-bearing animals.

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- application of manure, fertilizers and pesticides;
- conducting agriculture-related educational and farm-based recreational activities, including agri-tourism, provided that the activities are related to marketing the agricultural output or services of the farm;
- processing and packaging of the agricultural output of the farm and the operation of a farmer's market or farm stand including signage thereto;
- maintenance, repair, or storage of seasonal equipment, or apparatus owned or leased by the farm owner or manager used expressly for the purpose of propagation, processing, management, or sale of the agricultural products; and
- on-farm relocation of earth and the clearing of ground for farming operations.

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- Maintenance, repair, or storage of seasonal equipment, or apparatus owned or leased by the farm owner or manager used expressly for the purpose of propagation, processing, management, or sale of the agricultural products; and
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Section 4 Disclosure Notification

Within 30 days after this By-law becomes effective, the Board of Selectmen shall prominently post in the Town Hall and make available for distribution the following disclosure:

> "It is the policy of this community to conserve, protect and encourage the maintenance and improvement of agricultural land for the production of food, and other agricultural products and also for its natural and ecological value. This disclosure notification is to inform buyers or occupants that the property they are about to acquire or occupy lies within a town where farming activities occur. Such farming activities may include but are not limited to activities that cause noise, dust and odors. Buyers and occupants are also informed that the location of property within the Town may be impacted by commercial agricultural operations including the ability to access water services for such property under certain circumstances."

Section 5 Resolution of Disputes

Any person who seeks to complain about the operation of a farm may, notwithstanding pursuing any other available remedy, file a grievance with the Select Board, the Zoning Enforcement Officer, or the Board of Health, depending upon the nature of the grievance. The filing of the grievance does not suspend the time within which to pursue any other available remedies that the aggrieved may have. The Zoning Enforcement Officer or Select Board may forward a copy of the grievance to the Agricultural Commission or its agent, which shall review and facilitate the resolution of the grievance, and report its recommendations to the referring Town authority within an agreed upon time frame.

The Board of Health, except in cases of imminent danger or public health risk, may forward a copy of the grievance to the Agricultural Commission or its agent, which shall review and facilitate the resolution of the grievance, and report its recommendations to the Board of Health within an agreed upon time frame.

Section 6 Severability Clause

If any part of this By-law is for any reason held to be unconstitutional or invalid, such decision shall not affect the remainder of this By-law. The Town of Rehoboth hereby declares the provisions of this By-law to be severable., or take any other action relative thereto.

If the Board is in agreement, the Board will vote to accept the meeting minutes of 8/2, 8/8 and 8/16 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

BOARD OF SELECTMEN
MEETING MINUTES

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

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

ANNOUNCEMENTS

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

SCHEDULE

One Grafton Common – Parking Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPOINTMENTS

Thomas Berkowitz- Heavy Truck Driver

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

Kristi Lutjelushe- Recreation Committee

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

RESIGNATIONS

Damian Pichierri- Heavy Truck Driver

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

NEW BUSINESS

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

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

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

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

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

Vote to Approve Favreau Forestry Contract for Tree Trimming Service

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

SELECTMEN REPORTS

Mr. McInerney provided his report:

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

CORRESPONDENCE

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

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

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

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

MEETING MINUTES

5/24, 6/7, 7/21
Mr. Padgett made a motion to accept the meeting minutes from 5/25, 6/7, and 7/21. Mr. Hanna seconded. All were in favor.

ADJOURN

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

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30 PROVIDENCE ROAD

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

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

Attend Special Town Meeting

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

Joint Meeting with DPW Building Facility Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. McInerney stated that October is too soon.

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

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

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

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

ADJOURN

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

TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

BOARD OF SELECTMEN
MEETING MINUTES
August 16, 2016
Municipal Center, Conference Room A
7:00 p.m.

A regular meeting of the Board of Selectmen was called to order at 7:00 p.m. Present were Craig Dauphinais, Acting Chairman, Sargon Hanna, Clerk, Brook Padgett, Timothy McInerney, Town Administrator and Doug Willardson, Assistant Town Administrator

Members Absent: Jennifer Thomas and Bruce Spinney

ANNOUNCEMENTS – Read by Mr. Hanna

- The Worcester County Revolution will be rescheduled from October 2th to a date that has yet to be determined.
- A Cause for Paws Fundraiser would be held Saturday – August 20th 11:00 a.m. – 2:00 p.m. at the Grafton Fire Headquarters, 26 Upton Street.
- Summer Stories in the Park were scheduled for August 19th at Airport Park and August 21st at Mill Villages Park.
- Doggie Dip Day would be held August 21st at Silver Lake Beach 11:00 a.m. to 2:00 p.m. Donations of pet supplies, bedding and food for a local shelter will be accepted.

Medical Marijuana – Nature's Remedy

The public hearing notice was read by Mr. Hanna. A motion was made by Mr. Padgett to open the public hearing. Motion seconded by Mr. Hanna. Motion carried. This discussion was being continued from the May 24, 2016 Selectmen's meeting. John Brady and Philip Silverman Representatives of Nature's Remedy were present to further discuss the Nature's Remedy proposal and to request the Selectmen sign a letter of non opposition. Mr. Silverman briefly outlined the previous presentation. He outlined the client process to gain entry, the security system, the seed to cell tracking process, the security of the growing facility, camera surveillance as well as the benefits they felt this facility would bring to the Town. They anticipate 8-20 immediate hires with local preference. Mr. Silverman felt there was potential growth of 50-60 employees. Also discussed was the Host Agreement, an agreement which would also benefit the town. Mr. Hanna stated that he was not in favor of signing the letter of non opposition with only three members present. He would also like to see the Town Administrator start negotiating the host agreement process in alignment with the letter of non opposition. Mr. McInerney felt the towns concerns relative to recreational use/growing should be included in the verbiage of the letter. Mr. Silverman had a template from the state, noting they (the state) preferred minimal changes to the letter, but would accept language in opposition to recreational use. Mr. McInerney stated the host agreement could contain this language as well. Mr. Silverman stated that he did not want to focus too much on this until they knew the outcome of the ballot vote. He also stated that as a

non profit they were not allowed to work with anything but medicinal marijuana. Mr. Brady said if there could be a change in the future, they would have to come before the Selectmen for approval. Mr. Dauphinais' concern was a business transaction later on to a for profit group, this could change everything. Mr. Brady said they would commit to coming back to the Selectmen if this happened. Mr. Gallagher, 31 Hollywood Drive was excited about this location, he felt the process was more in-depth so far and he was happy to hear discussions relative to the host agreement. He felt it was important that the letter be held until a host agreement is near completion. He stated that Mr. Hanna was a benefit to the town as he has knowledge on the subject from his past experience. Mr. Gallagher felt recreational marijuana concerns were valid and he felt the town could afford to hold off on any decisions until the November results. Mr. Silverman said waiting until November would be problematic for them, they are up against DPH deadlines, concurrent with the host agreement was better. Mark Johnson, 19 Hilltop Street felt the Selectmen needed to consider the ballot initiative. He discussed his concerns with local control should this pass. He suggested the Selectmen read the referendum in its entirety or have Town Counsel review it. A motion was made by Mr. Padgett to continue the public hearing on September 6, 2016. Motion seconded by Mr. Hanna. Motion carried 3-0.

APPOINTMENTS

Treasurer Collector / Part Time Administrative Assistant: A motion was made by Mr. Hanna to affirm the appointment of Tina Abdi as a Part Time Administrative Assistant in the Treasurer Collector's Office. Motion seconded by Mr. Padgett. Motion carried 3-0.

Council on Aging, Part Time Cook: This appointment was the result of a joint meeting with the Selectmen and Council on Aging. The director was given the task to find a part time cook that could provide better tasting and more nutritious meals. This appointment aligned with the goals given to the direct. A motion was made by Mr. Hanna to affirm the appointment of Lori Galvin as the Part Time Cook for the Council on Aging. Motion Seconded by Mr. Padgett. Motion carried 3-0

Cultural Council A motion was made by Mr. Hanna to appoint Melinda J. Springer as a member of the Grafton Cultural Council. Motion seconded by Mr. Padgett. Motion carried 3-0.

RESIGNATIONS

Board of Library Trustees A motion was made by Mr. Hanna to accept the resignation of Cyndi Zarriello from the Board of Library Trustees. Motion seconded by Mr. Padgett. Motion Carried 3-0.

NEW BUSINESS

One Day Beer and Wine License - Grafton Men's Softball

A motion was made by Mr. Hanna to approve a one day beer and wine license for the Grafton Men's Softball League Tournament held on September 3rd, 4th and 5th. Motion seconded by Mr. Padgett. Motion carried 3-0.

Bayside Engineering Contract – Design Services for Bridge Park: Ray Mead was present and spoke on behalf of the project. Bayside Engineering was the original firm hired when the project started years ago. The contract will provide engineering and landscape design services for the final design of Bridge Park (Bridge Street; abandoned

over the Quinsigamond River). Mr. Mead noted that Town Counsel and the Assistant Town Administrator reviewed the contract. Mr. Mead said once the designs are complete, and all meetings have been held with both Grafton's Conservation Commission and MassDOT they will go out to bid on the project. There was discussion regarding the anticipated cost of the new guardrail system. Mr. Mead explained what the work would involve stating the group had not anticipated this additional cost, but it had to be done based on MassDOT rules and requirements. The intent is to have Mass Highway do the work, but that was not confirmed as of yet. The bridge work will not be done unless they have state funds for the guardrail in hand. A motion was made by Mr. Hanna to sign the contract with Bayside Engineering for Bridge Park (Bridge Street over the Quinsigamond River). Motion seconded by Mr. Padgett. Motion carried 3-0.

Vote to Approve Chapter 90 Paperwork – Carroll Road Layout
This request is for work in conjunction with the proposed sidewalk plan in that area. Letters were sent to neighbors, with mixed responses received. Mr. McInerney agreed that the Town should have an official layout for the right of ways in that area. It will also determine if there is enough roadway for the sidewalk project. Mr. Dauphinais felt it was a lot of money for this project, stating it even included permitting for wetlands and he did not think there were wetlands in that area. Mr. Hanna thought this would be good information to have on file for this project and future uses. This was a phased approach and Carroll Road was on the schedule for fall paving. Mr. McInerney noted that the paving job could potentially stall this project. A motion was made by Mr. Hanna to approve the Chapter 90 project request for Carroll Road. Motion seconded by Mr. Padgett. Motion carried 3-0.

Vote to Approve Chapter 90 Paperwork – Flashing Crosswalk Lights
Mr. McInerney outlined this project which would place pedestrian crossing signs beginning with the crossing of Brigham Hill Road and Providence Road. The signs will have a rapid flash beacon, used to supplement the painted crosswalks. Studies have shown these lights significantly increase driver yielding behavior. Mr. Dauphinais thought there was a greater need in North Grafton near Waterville Street. Mr. McInerney said these areas were also on the list. This particular spots has an extensive amount of foot traffic with the two schools and the playing fields. A motion was made by Mr. Hanna to approve the Chapter 90 project request for 30 Providence Rd., 90 Main Street, 46 Waterville Street and 60 North Street. Motion seconded by Mr. Padgett. Motion carried 3-0.

Vote to Sign DNR Laboratories Contract – Replacement of Playout Server System for Grafton Cable Studio: This contract was to replace the current broadcasting server. Larry Silverman of the Cable Oversight Committee explained the problems they had with the old server and reasons why an upgrade was needed. The current system was not functioning 100% and it was not repairable. Mr. Silverman reviewed the procurement process and bid process which they followed. This upgrade would also make off site programming much easier. This vendor, DNR was very close to budget as well. A motion was made by Mr. Hanna to sign the contract with DNR Laboratories, Watertown Connecticut. Motion seconded by Mr. Padgett. Motion carried 3-0.

Vote to Sign a Stormwater Agreement Between Grafton and Tufts:
Tufts Representative Jeanne Poteete was present to discuss the stormwater agreement between Grafton and Tufts. The Memorandum of Understanding is a requirement of the

equine sports medicine center which was being built. This would take the storm water from parking areas and facility. It was also going to be a comprehensive solution to a problem they'd had with water runoff over one of their fields. It will mitigate the problem. A motion was made by Mr. Hanna to sign the Stormwater Agreement between the Town of Grafton and Tufts. Motion seconded by Mr. Padgett. Motion carried 3-0.

SELECTMEN REPORTS

In the near future, Mr. Hanna would be requesting a meeting of the Capital Improvement Planning Committee.

Mr. Dauphinais would like the Economic Development Committee to attend the next Selectmen's meeting to discuss their goals moving forward. Keep the communication strong with the EDC and include them in more projects.

Mr. Padgett said the One Grafton Common Town House Committee heard about the parking discussions (Boulevard) and they were pro angle parking. They also thought the one way traffic was good. They may send a letter to the Selectmen.

TOWN ADMINISTRATOR REPORT

Mr. McInerney stated that Massachusetts confirmed its first case of West Nile virus. It was found in Middlesex County. Residents have been updated and educated through the Town's Web Page based on information received from the Department of Health.

The streetscape meeting on the 11th was well attended. Mr. McInerney felt when this was complete there will be a boost in the Economic Development. This was a 5-6 year project. Mr. Bernat's site was still viable for mixed use and would surely spur economic development.

There were ongoing discussions with a major plastics company interested in relocating to Grafton.

Mr. McInerney worked with Bob Detoma and Bill Robidoux and created a short economic development video which he hoped the town would use as a "calling" card for folks looking to come to Grafton. The town wants people to know we are here and ready to help with the transition. Mr. McInerney played the video. Mr. Dauphinais thought the timing was great. He thanked the team for taking the initiative to do this. Mr. Hanna thought it was a great video as well. He would suggest omitting Grafton was a bedroom community. He thought the green font was a little hard to see, but overall he thought it was great. The Board would like to see this run on the cable channels as often as possible. Mr. Detoma thanked Mr. Robidoux for the many hours he put into the project. It was noted that Mr. Detoma was interviewing local businesses and running the segments on GCTV. Mr. McInerney stated he was working with the state relative to a parcel on Pine Street and discussions were going well.

CORRESPONDENCE

Mr. Hanna read a letter from the Board of Health regarding new regulations restricting the sale of tobacco products. The changes may be viewed on the Board of Health's web page or by visiting their office. Mr. Dauphinais asked if people currently between 18-21 would be grandfathered. Had the businesses been notified? He also wanted to know how many surrounding towns made such changes. Mr. McInerney would find the answers to his questions.

DISCUSSION

Mr. McInerney had a draft copy of the Affordable Housing Trust Action Plan. The AHT will be looking for comments. The Affordable Housing Trust will be attending the September 20th meeting to review and discuss this plan.

October Warrant Articles:

The Agricultural Commission submitted a right to farm article. They would attend an upcoming meeting to discuss this. Mr. McInerney suggested language on the warrant to avoid subordinate boards from holding up the payables process after Town Meeting had approved funds. The Town would always comply with the laws. Also for the public good, the town should be able to get waivers on projects; need to eliminate the road blocks. The Town needed to rely on staff more than the people holding the hearings. Mr. McInerney was not opposed to public hearings and the valuable input. However, he felt at times projects were held back for reasons unrelated to the purpose of the project and that needed to stop. Mr. McInerney would prepare an article. Relative to the Charter Review Committee, they will be bringing suggested amendments forward after their public hearing. After town meeting the changes will go to the ballot, it most likely would not happen this fall.

Mr. Padgett suggested that the town allow parking in front of the old fire station. In order not to interfere with the school department it could be posted parking form 3:00 p.m. to 10:00 p.m.

MEETING MINUTES - Tabled to next meeting

At 8:54 p.m. a motion was made by Mr. Hanna to adjourn. Motion seconded by Mr. Padgett. Motion carried 3-0.