



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

AGENDA/MEETING NOTICE

June 2, 2015
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

BOARD OF SELECTMEN – Re-Organization

1) SCHEDULE

- a) [23 Institute Road – Dog Update / Follow-up](#)
- b) [Join Meeting - DPW Building Committee](#)
- c) [106 Westboro Road – Paper Street/Tom Flaherty](#)

2) APPOINTMENTS

- a) [Affirm - Interim Recreation Director, Jen Andersen](#)
- b) [Affirm Administrative Assistant - Conservation Commission](#)
- c) [Affirm Administrative Assistant – Treasurer Collector's Office](#)

3) RESIGNATIONS

- a) [Grafton Cultural Council – Tasha and Stephen Halpert](#)

4) NEW BUSINESS

- a) Vote to Waive Building Inspector Fees - Jim Gallagher
- b) [Vote Tax Agreement with Blue Wave Capital - 43 Estabrook Street](#)

5) SELECTMEN REPORTS/TA REPORTS

6) CORRESPONDENCE

7) DISCUSSION

- a) [Old Police Station](#)

MEETING MINUTES

- a) May 15, 2015

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN



**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

May 19, 2015

Kenneth and Tracy Wood
21 Institute Road
Grafton, MA 01536

Dear Mr. & Mrs. Wood:

The Board of Selectmen requests your presence at their next meeting on June 2, 2015 at 7:00 p.m. The meeting will be held at the Grafton Memorial Municipal Center, 30 Providence Rd., conference room A. This meeting will clarify the Boards ruling of the conditions voted on by the Board of Selectmen at their June 17, 2014 meeting. You will find the conditions enclosed.

Regards,

Timothy P. McInerney

Enclosure

cc: Gene Ploss, Dog Officer
Normand Crepeau, Chief of Police



**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

May 19, 2015

Mike and Rosalind Black
23 Institute Road
Grafton, MA 01536

Dear Mr. & Mrs. Black:

The Board of Selectmen requests your presence at their next meeting on June 2, 2015 at 7:00 p.m. The meeting will be held at the Grafton Memorial Municipal Center, 30 Providence Rd., conference room A. This meeting will clarify the Boards ruling of the conditions voted on by the Board of Selectmen at their June 17, 2014 meeting. You will find the conditions enclosed.

Regards,

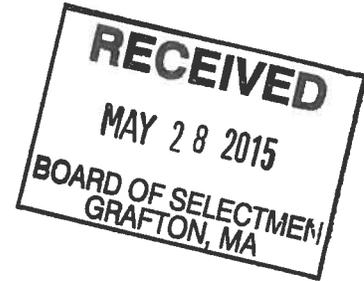
Timothy P. McInerney

Enclosure

cc: Gene Ploss, Dog Officer
Normand Crepeau, Chief of Police

May 28, 2015

Mr. Timothy P. McInerney
Office of the Town Administrator
30 Providence Rd.
Grafton, MA



RE: Michael & Rosalind Black
23 Institute Rd., North Grafton
June 2, 2015 Board of Selectman Meeting

Dear Mr. McInerney:

The Blacks respectfully request that they be relieved of this Board's nuisance determination regarding their two dogs, Bella and Bentley (See **Exhibit "A"**, photograph of the two dogs near the five foot fence), and the associated conditions. The dogs have not been outside of the Blacks' property, unrestrained, for the last year.

It has been nearly one year since the hearing before the Board of Selectman regarding the Blacks' two dogs and a complaint filed by their immediate neighbors, Kenneth and Tracy Wood of 21 Institute Rd. North Grafton. After a hearing, the Board issued the four following conditions:

- a) Install a 5 foot fence that sits flush up against the house by June 30, 2014;*
- b) Install an interior run to be used when the dogs are inside the fence;*
- c) While walking dogs or when the dogs are outside of the fence in area, they must be restrained with a secure leash; and,*
- d) Reasonable steps to control barking dogs must be taken.*

The primary concern of the Board was keeping the dogs away from Mrs. Wood's daycare center. The Blacks have complied with all conditions. The daycare center is not and has never been at risk. See attached email from Mrs. Black to you dated April 24, 2015, **Exhibit "B"**.

The Blacks respectfully request that the Board allow this request for the following reasons:

- 1) A secure five foot fence has been erected. See previously submitted photographs;
- 2) Even without the use of the runners the dogs will continue to be confined to the Blacks' property within the confines of the sturdy five foot fence;
- 3) Neither dog has gotten loose beyond the fenced area at any time;
- 4) Neither dog has been beyond the fence area unleashed;
- 5) There have been no complaints to the Town concerning the dogs being outside the fenced area;

- 6) The dogs cannot jump the fence - they have not even tried.
- 7) The dogs have not attempted to dig under the fence;
- 8) The dogs are well behaved with minimal barking;
- 9) Per the June 24, 2014 conditions letter, the Blacks have worked closely with Mr. Ploss to ensure compliance;
- 10) There have been no complaints received from the daycare center to the Blacks regarding the dogs;
- 11) There have been no complaints to the Town from the daycare center regarding the dogs of which the Blacks are aware;
- 12) The only complaints have originated from the Woods by complaining that the dogs have not been on their runners. These complaints have generally come at times when the daycare was NOT in operation;
- 13) The Blacks are not aware of any other neighbor complaints.
- 14) The dogs are docile. There was no evidence presented at the June 17, 2014 hearing that the dogs were vicious. Bella is five (5) years old and Bentley is two (2) years old. Neither dog is a purebred while both are part pit bull. They are well-trained, loving animals. The Blacks will present evidence from several witnesses regarding the dogs' behaviors, tendencies and control. The witnesses include: Rosalind Black, Michael Black, Ceil Phillips, Jim Kelly, Nancy Smith, Susan Black and Joe Black. Collectively you will hear that at no time has either dog behaved in a vicious manner or attempted to bite or harm a person. Also, there will be no evidence that the dogs are a nuisance. You will hear that the Blacks have a soon to be five year old daughter and that Hailey will play, push and lean upon the dogs. You will hear that the Blacks now have a second child, Collin, and that at no time has either dog harmed Hailey or Collin or shown any tendency to do so.

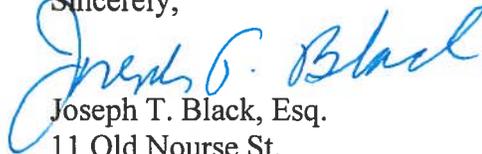
You will hear from a Town of Grafton teacher and mother of Rosalind Black and grandmother to Hailey and Collin, Ceil Phillips. You will hear that both dogs are docile. You will hear from her that while playing with Hailey in the Blacks' backyard Mrs. Wood stood videotaping her and Hailey while they played. She will testify that as a teacher she cannot allow any child to be videotaped without parental permission. She will testify that she was intimidated and placed in fear by Mrs. Wood's intrusive and harassing behavior.

- 15) The Blacks will ask Mr. Ploss to testify as to his observations of the dogs during the occasions that he has been called to the property after receiving a complaint by the Woods.

- 16) The runner condition, as noted above, is unnecessary and has actually become a reason or justification by Mrs. Wood to register unwarranted complaints, that is, to complain for complaint's sake. This is simple harassment.
- 17) The dogs are NOT visible to the daycare center as the Blacks recently installed a *SIX (6)* foot privacy fence which will prevent the parents and children from seeing the dogs.
- 18) One witness at the June 17, 2014 hearing, Ms. Vicki Slonina, complained that one of the Blacks' dogs, Bella, urinated on her son's backpack. She demanded \$300 in damages. On June 18, 2014, I wrote a letter to her in an attempt to resolve any differences. The letter went unanswered and she has never pursued recovery. It is clear that the allegation was either fabricated or overstated. Her role at that hearing was to simply add another unsubstantiated charge against the Blacks.
- 19) After the hearing the Blacks had their land surveyed. The survey clearly indicated that the Woods had been illegally using the Blacks' property and had been illegally storing personal property on the Blacks' land. In fact, Mrs. Wood had testified at the June 17, 2014 hearing that the Blacks' dogs were defecating on *their* land. The reality of the situation was that the Woods were illegally using the Blacks' land and that the Blacks' dogs were doing their business on the Blacks' property while the Woods' Beagle was urinating and defecating on the Blacks' property. The Blacks did not call and report the Woods to the Town or the dog officer.
- 20) The Blacks have made a concerted effort over the last year to comply with the conditions and be good neighbors and citizens of the Town of Grafton. For the reasons stated above, the Blacks respectfully request that they be relieved the nuisance determination and order of conditions regarding Bella and Bentley.

Thank you.

Sincerely,



Joseph T. Black, Esq.
11 Old Nourse St.
Westboro, MA. 01581
(508)898-2323

EXHIBIT

“A”



05/25/2015

EXHIBIT

“B”

April 24, 2015

Mr. Timothy P. McInerney
Office of the Town Administrator
30 Providence Rd.
Grafton, MA

RE: Michael & Rosalind Black
23 Institute Rd.
North Grafton, MA

Dear Mr. McInerney,

My name is Rosalind Black and my husband is Michael Black. We reside at 23 Institute Rd. North Grafton with our two beautiful children, Hailey and Collin and our two gentle and well-behaved dogs, Bella and Bentley. My husband and I write to you concerning our neighbors, Tracy and Ken Wood of 21 Institute Rd. North Grafton. We understand that they have made recent complaints to you and we are aware of complaints to the dog officer, Mr. Ploss. He has been to our house recently on several occasions due to complaints by the Woods about our dogs. Please note that our dogs have not left our yard unaccompanied and un-leashed at any time since the conditions voted upon by the Board of Selectman on June 17, 2014. You forwarded those conditions to us in a letter dated June 24, 2014. We have complied with the order and intend to do so in the future. The FIVE foot fence is intact. Neither dog is capable of jumping the fence. Neither dog has even attempted to jump the fence, even with the historic snow fall this year. Neither dog has attempted to dig under the fence. This winter our runners failed due to the severe winter. They have been repaired, however. We have also put in place a wireless electric fence and we plan on placing a privacy fence abutting our two properties to allow us some privacy in our own yard.

Although the dogs are being presented as the basis of the Wood's current complaints and the basis of their prior complaints a year ago their issues with our family have nothing to do with the dogs. Unfortunately, we feel compelled to reiterate what the Board of Selectman failed to appreciate in the hearing of June 17, 2014. The Woods' behaviors stem from an incident *wholly unrelated to the dogs*. Her actions were retaliatory then and they are retaliatory now.

Around the end of May last year we removed our daughter, Hailey, who was then three almost four years old, from the daycare center. Hailey had attended her daycare for about a year. During that time all was good and our relationship with the Wood family was fine. Up to that point our dogs would be allowed to enter the Wood's property and even encouraged to do so by Mrs. Wood. My husband

would pick up Hailey and bring the dogs with him. Only a week prior to us removing Hailey from her care, Mrs. Wood told us that she loved our dogs and thought that they were the sweetest animals. Up to that point, there had never been a dog complaint by the Woods to the Town regarding our dogs. Up to that point, there had never been a call to the dog officer regarding our dogs. Up to that point, we were friendly with the Woods. An issue with Mrs. Wood's management of the daycare center and our daughter Hailey then arose. Mrs. Wood's behavior and demeanor toward us changed dramatically. The issue that we faced was very disconcerting to us such that we decided to remove her from Mrs. Wood's program. We tried to work with her. Each time I called Mrs. Wood about the issue she simply failed to appreciate our very real concerns. As a mother with natural concern for my daughter's health and happiness I called Tracy and removed Hailey from her care. We made a decision that we deemed to be in the best interest of our child.

Only **AFTER** our decision Mrs. Wood then took multiple specific and unwarranted actions:

- 1) She sent us a threatening text message stating that she will call CPS (Child Protective Services) on us. In that same text she further complained that our daughter misbehaved while in her custody. Mrs. Wood had never once mentioned Hailey having ill manners during the entire time that she was under her care;
- 2) She then carried out her threat and reported us to CPS for various unsupported and unsubstantiated reasons. As a result, CPS came to our house and conducted a thorough investigation. Mrs. Wood's allegations were deemed unsupported and dismissed;
- 3) She also called the dog officer multiple times that very week. The dog officer appeared at our house in response to the complaints. The complaint upon which the Woods based their dog complaints came only **AFTER** we removed Hailey from her program;
- 4) She then filed a complaint regarding the dogs and a public hearing was held. We appeared before the board, testimony was presented, questions were asked and conditions issued. We carried out the conditions in good faith;
- 5) On August 5, 2014, the Woods had served, by constable, an unprovoked "Cease and Desist, No Contact Order" upon me, my husband, my mother, my father, my mother-in-law and my father-in-law. None of us have had any contact of any kind with them since long before the serving of the order. The order requests us not to speak to Ken and Tracy Wood and her

family. Specifically, the order reads "I request that you CEASE and DESIST in contacting my family...." So we do not communicate with them, and that is by their own request;

- 6) Most recently Mrs. Wood again complained to the dog officer that our dogs were off line within our back yard. The dogs have not gotten out of the yard or around the secure five foot fence;
- 7) In the time since our removing Hailey from her care she engaged FIVE governmental/public personnel;
 - a. The Town of Grafton Dog Officer;
 - b. The Office of the Town Administrator;
 - c. A department of the Commonwealth of Massachusetts, The Department of Early Education & Care;
 - d. Another department of the Commonwealth of Massachusetts, CPS; and,
 - e. A Massachusetts Constable.

We are discouraged with the Woods' current unfounded complaints particularly as we have not interfered with them, their property or Mrs. Wood's daycare business in any fashion. We own our property and pay our taxes and only wish to fully enjoy it without the uncalled for actions by the Woods. We only wish to see the Woods stop what I believe to be harassing behavior so that my family can simply enjoy the summer. My husband is a medically retired and decorated Marine. He fought for this country, completed two tours of duty, one in Iraq and the other Afghanistan, where he was injured in combat. We simply wish to fully enjoy our property with family and friends, without incident.

Thank you for your time and attention. Please feel free to contact us. Our email address is rblack424@gmail.com. Our home phone number is (508)839-4594 or our cellphone numbers are (774)278-4298 / (508)340-9723. Thank you for your time and effort.

Sincerely,
Rosalind Black

Public Hearing - Complaint of Vicious and/or Barking Dog

Mr. Padgett swore in all parties wanting testify about a dog complaint by Mr. and Mrs. Wood residing at 21 Institute Road, Grafton, MA. The complaint is registered against Mr. And Mrs. Black of 23 Institute Road, Grafton, MA.

Dog officer Gene Ploss addressed the Board giving the background of this dog complaint made by Mr. and Mrs. Wood of 21 Institute Road. Mr. Ploss cited the following:

- Dogs were off leash and found on the property of 21 Institute Road a home day care;
- Dog were off leash urinated on a child's backpack on the deck of 21 Institute Road;
- Dog were off leash have taken food from the deck of 21 Institute Road;
- Dogs are easily able to get out of fenced in area;
- Dogs have been found off leash on neighbor's property.

The Board had taken testimony from neighbors, Mr. & Mrs. Wood from 21 Institute Road, Mr. and Mrs. Black of 23 Institute Road, and Attorney Black about the dog complaint at 23 Institute Road. After discussion, photos and examples of the dogs being off leash on other's property and the safety and impact of Mr. & Mrs. Wood's daycare and the neighbors, the Board deems the dogs as a nuisance.

- The Board set a time frame at the latest 6/30/14 for a 5 ft. high fence to completely enclose the area and will be inspected by Mr. Ploss (Dog Officer);
- A secure leash on the dogs when they are outside, and an interior run for the fenced in area;
- A hand leash to be used at all times until the fence is completely installed or when the dogs are outside of the fenced in area.

Mr. Padgett asks for a motion and recommendation. Mr. Dauphinais makes a motion for the following, all in favor none opposed.



**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

June 24, 2014

Michael and Rosalind Black
23 Institute Road
North Grafton, MA 01566

Dear Mr. & Mrs. Black,

As a follow up to Board of Selectmen meeting, held on Tuesday, June 17, 2014. Please be advised that the board of selectmen voted the following conditions regarding your dogs:

- Install a 5 foot fence that sits flush up against the house by June 30, 2014.
- Install an interior run to be used when the dogs are inside the fence.
- While walking dogs or when the dogs are outside of the fenced in area, they must be restrained with a secure leash.
- Reasonable steps to control barking dogs must be taken.

Please work closely with the animal control agent to ensure compliance with this order.

Regards,



Timothy P. McInerney



**OFFICE OF THE
TOWN ADMINISTRATOR**

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

Assistant Town Administrator: *Douglas Willardson*
willardsond@grafton-ma.gov
www.grafton-ma.gov

September 5, 2014

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

Re: Dog complaint 23 Institute Road-Update

As requested, I would like to provide you with an update to regarding the dog complaint at 23 Institute Road. The Town of Grafton's Animal Control Agent, Mr. Gene Ploss has advised this office that the list of conditions set forth have been met by Mr. & Mrs. Black. I have included this list below.

- Install a 5 foot fence that sits flush up against the house by June 30, 2014.
- Install an interior run to be used when the dogs are inside the fence.
- While walking dogs or when the dogs are outside of the fenced in area, they must be restrained with a secure leash.

Regards,

Douglas Willardson
Douglas Willardson

From: Bechard, John [JBECARD@VHB.com]
Sent: Wednesday, May 06, 2015 1:56 PM
To: Tim McInerney
Cc: Brook Padgett; Laura St John Dupuis
Subject: RE: DPW building committee

June 2nd is fine. I will coordinate with the DPW Bldg Com. and Weston and Sampson. Thank you.

Thanks JJB

John J. Bechard, P.E.
Managing Director – Worcester

P 508.513.2701
www.vhb.com

From: Tim McInerney [mailto:McInerneyT@GRAFTON-MA.GOV]
Sent: Wednesday, May 06, 2015 1:52 PM
To: Bechard, John
Cc: Brook Padgett; Laura St John Dupuis
Subject: RE: DPW building committee

So June 2?

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

Request

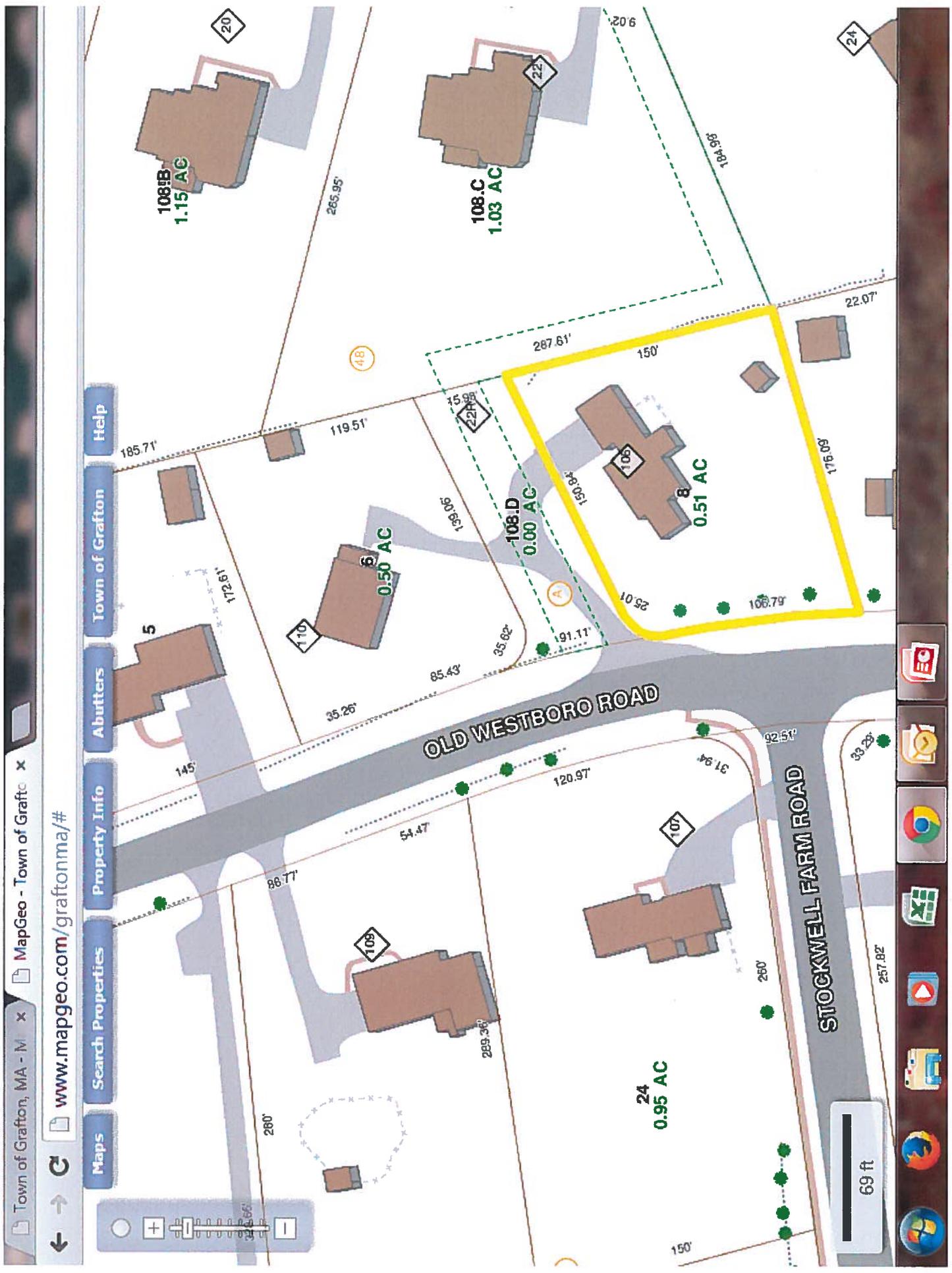

From: Bechard, John [mailto:JBECARD@VHB.com]
Sent: Wednesday, May 6, 2015 11:50 AM
To: Tim McInerney; Doug Willardson
Cc: Alberti, Jeffrey (albertij@wseinc.com); Fair, James; David Crouse
Subject: DPW building committee

Tim, I am wondering if we can schedule the DPW Bldg Com. for an upcoming BOS mtg. to update them on project status. When you last requested an update, we had not met for a few months while Weston and Sampson was performing necessary work. As of April, W&S has performed the field work (survey, environmental and soil testing), prepared alternative bldg. and site layout, prepared 3-D renderings of the site and is working on some cost estimating with programming options. We wanted to stay away from Town Meeting and Elections in May so that we can update the new sitting BOS on the project.

Would a mtg. on June 2nd or June 16th be an option. Let me know at your convenience so I can coordinate with the Bldg Committee, Weston and Sampson. Thanks

Thanks JJB

John J. Bechard, P.E.
Managing Director – Worcester



Maps Search Properties Property Info Abutters Town of Grafton Help

Town of Grafton, MA - M x
www.mapgeo.com/grafonma/#

108.B
1.15 AC

108.C
1.03 AC

108.D
0.00 AC

110
0.50 AC

106
0.51 AC

24
0.95 AC

OLD WESTBORO ROAD

STOCKWELL FARM ROAD

69 ft



110/031.0-0000-0006.0
110 OLD WESTBORO ROAD
CHRISTIAN FRANCIS E
Parcel: Select Add

OLD WESTBORO ROAD

STOCKWELL FARM ROAD

69 ft







Leah N. Cameron

EDUCATION:

Massachusetts Association of Conservation Commissions (MACC)

Fundamentals for Conservation Commissioners Program: 7 of 8 units completed

Assumption College BA: Environmental Science

Concentration: Environmental Policy; Minor: Anthropology

Summa cum laude

WORK EXPERIENCE:

- Conservation Commission, Mendon, MA – Administrative Clerk 10/2013-Present
Manage a one person office which includes: assessing jurisdiction, ensuring compliance with the Wetlands Protection Act & Mendon's Wetlands Bylaw, issuing Determinations of Applicability, Orders of Conditions & Certificates of Compliance, advertising public hearings, maintaining records, consulting various state departments such as DEP, coordinating annual weed control program for Lake Nipmuc, preparing vouchers & deposits, preparing & posting meeting agendas, taking meeting minutes, maintaining the Commission webpage, preparing the budget & other office duties
- Water Commission, Mendon, MA – Administrative Clerk 1/2014-Present
Manage a one person office which includes: preparing quarterly billing for water, preparing commitments, abatements, adjustments, & write-offs, preparing & posting meeting agendas, taking minutes of meetings, maintaining records, consulting with DEP & the town of Hopedale, preparing vouchers, writing & ensuring compliance for the annual Consumer Confidence Report & other office duties
- Human Resources, Microtech Staffing Group – HR Assistant 6/2013-8/2013
- Human Resources, Complete Staffing Solutions – Office Assistant 12/2012-3/2013
- Assumption College Bookstore – Retail Associate 6/2010-8/2012
- Assessors' Office & Town Clerk, Millville, MA – Office Assistant 6/2006-8/2010

HONORS & ACTIVITIES:

- Blackstone River Coalition Water Quality Monitoring Volunteer 4/2015-Present
- MA Society of Municipal Conservation Professionals Annual Meeting 4/15/2015
- MA Land Conservation Conference 3/21/2015
- MACC Annual Environmental Conference 2/28/2015
- Environmental Science Honors Award 2012
- Recycling & Sustainability Committee 2009-2011
- Environmental Club – President & Member 2008-2011
- Projects included: "Lights Out,, which reduced 10% of the campus energy for an hour, recycling of 300 notebooks during finals & a recycling awareness booth

SKILLS:

- Microsoft Word, Excel, PowerPoint
- Time management & incredible organizational expertise
- Clear, concise writing

Employment Application - T/C Admin Asst

1. Personal Information (1 of 2)

1. Contact Information

First Name

Samantha

Last Name

Lubke

Street Address

2. Position applied for:

Admin Asst Treasurer/Collector's Office

3. Are you at least 18 years of age?

Yes

2. Personal Information (2 of 2)

4. Have you ever been convicted of a misdemeanor or felony (excluding minor traffic)?

No

Please explain:

5. If selected for employment are you willing to submit to a pre-employment drug screening test?

Yes

6. Do you have any relatives that work at this organization?

No

Please list the first and last name of the family member.

7. Please answer the following questions

	Yes	No
Are you currently on lay-off status and subject to recall?		X
Will you travel if a job requires it?	X	
Will you work overtime?	X	
Are you capable of performing, with or without reasonable accommodation, the essential duties for which you are applying for?	X	
Have you ever filed an application at this organization before?		X

8. Date available for work.

05/04/2015

9. What is your desired salary range?

10. Desired Schedule:

Status:

Full-Time

How many hours per week?

35

What times are you available to work?

Mornings
Afternoons
Evenings
Weekends
Sundays

3. Employment History

11. Are you currently employed?

Yes

12. May we contact your current employer

Yes

4. Former Employers

13. Please provide your current and/or previous employers for the last 7 years.

Employer Name:

Webster Five Cents Savings Bank

Currently Employed

Yes

Start Date:

06/02/2014

End Date:

present

Address:

400 Southbridge St

City:

Auburn

State:

MA

Zip Code:

01501

Employers Phone Number:

[REDACTED]

Job Title:

Personal Banker

Duties Performed:

- Develops and expands new and existing customer relationships by proactively assessing customer needs
- Attains Individual Sales Goals
- Assists Tellers and other bank employees in day to day tasks and questions
- Account Opening - Opens personal and commercial accounts and services for new and existing customers
- Performs all daily teller duties and tasks
- Addresses customer inquiries, research and resolve problems in person, by phone or written communication

Supervisors Name and Title:

Roger Robinson

Reason for leaving:

Currently Employed

Employer Name:

Bose Corporation

Currently Employed

No

Start Date:

09/01/2013

End Date:

02/01/2014

Address:

9 Technology Dr

City:

Westboro

State:

MA

Zip Code:

Employers Phone Number:

[REDACTED]

Job Title:

E-Chat Sales Rep.

Duties Performed:

- Discussed various products with potential customers
- Assisted Customer Service department in taking sales inquiry calls
- Offered Technical Support online
- Assisted with online ordering process

Supervisors Name and Title:

Swapnil Soni

Reason for leaving:

Dept. closed

5. Education and Background

14. Do you speak another language (other than English)?

No

15. List any languages you speak:

15. Please provide your educational experience:

	School Name	Location	Graduated	Degree Received
			Yes	
High School	Grafton Senior Memorial HS	30 Providence RD. Grafton, MA	X	High School Diploma
Associate's Degree				
Bachelor's Degree	Lyndon State College	1001 College Rd. Lyndonville, VT	X	B.S Music Business and Industry
Graduate Degree				
Trade or Vocational				
Other				

16. Please list other training, certifications or licenses held:

6. Essay

17. Describe a major success you are proud of.

A major success that I am proud of is graduating college. I went to school in Northern Vermont where I knew nobody and I was not familiar with the area. I did that because I wanted to get away from Massachusetts and wanted to experience somewhere else. When I moved there I was very apprehensive, but I found the best people there and got a fantastic education. I was the first in my family to receive a college degree and was very proud of my many accomplishments and titles that I held while at Lyndon.

18. Why would like to work with us?

I want to work here because I have been part of this town for a long time. I grew up in this town and it has a very special place in my heart. I feel like I can give a lot of my positive attitude and hard working nature to the staff and that we could make a great team

7. Wrapping Up

19. Please list 3-5 professional references (Not including family members):

20. Please upload your resume. (Max Upload Size Per File: 500K)

21. By e-signing this document...

I certify that all answers given herein are true and complete to the best of my knowledge.

I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

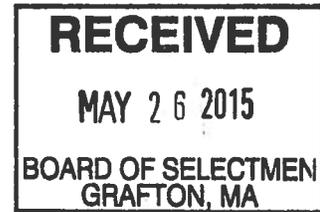
SL

5/21/15

To: The Board of Selectmen

From: Tasha and Stephen Halpert

Re: Cultural Council



Regrettably Tasha and Stephen Halpert must resign from the Grafton Cultural Council due to pressing family responsibilities. Due to the fact that we will be away from town during crucial times when grants are determined we are unable to perform Council responsibilities to the best of our abilities.

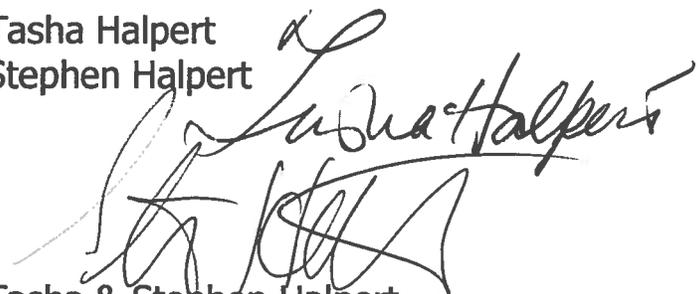
We are confident that new members will join the Council and provide continued dynamic leadership for Grafton. As in the past it has been a privilege serving on the Council.

We would like to thank the Cultural Council for its tremendous effort bringing art, music, and related cultural events to Grafton.

Thank you for accepting our resignation.

Cordially,

Tasha Halpert
Stephen Halpert



Tasha & Stephen Halpert



**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

SUMMARY OF TAX AGREEMENT

With: BDC Salmon Brook LLC Sun Edison

Location: 43 Estabrook Street

Term: 20 years

Megawatts: 3 AC

Consideration: \$12,000 per MWH

Why: Town and developer want an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law MGL: 59, §38H (Acts of 1997 Chapter 164, Section 71(b)).

Real Property: "shall not affect any other taxes that may be owed by Developer or Property Owner, including, but not limited to real property taxes for the Property."

Can Payments be reduced? No

When will be payments made? August 1, November 1, February 1, and May 1

What if developer makes improvements? Annual Payments will be increased if such personal property adds value to the Project and decrease if they remove items.

Will developer pay property taxes? Yes

Will developer pay a onetime \$5,000 fee to cover our legal expenses for entering into this agreement? Yes

AGREEMENT FOR PAYMENT OF TAXES FOR PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT OF TAXES FOR PERSONAL PROPERTY (this "Agreement") is made and entered into as of _____ by and between BWC Salmon Brook, LLC LESSOR, LLC, a Delaware limited liability company ("Developer"), and the TOWN OF GRAFTON, a Massachusetts municipal corporation duly established by law and located in Worcester County, Commonwealth of Massachusetts (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties," and may each be individually referred to as a "Party."

WHEREAS, Developer has built, owns and operates (or plans to build, own and operate) a photovoltaic solar facility (the "Project"), with a nameplate capacity of approximately 3 megawatts ("MW"), alternating current ("AC"), on approximately _____ acres of land located at 43 Estabrook Street, Grafton, MA, 01519, as more particularly shown on Assessor's Map 49, Lot 1, a copy of which map is included in Exhibit A (the "Property");

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes for the Project, in accordance with G.L. c.59, §38H (Acts of 1997 Chapter 164, Section 71(b), as amended), and any Massachusetts Department of Revenue ("DOR") regulations adopted in connection therewith;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for statutory personal property taxes to which it might otherwise be subjected under Massachusetts law for the Project, and this Agreement will provide for the exclusive payments in lieu of such personal property taxes during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the Town to the Project, including but not limited to, permit fees, consultant services associated with any permit applications, water and sewer services, and similar payment obligations not in the nature of personal property taxes that Developer is otherwise obligated to pay the Town, and it shall not affect any other taxes that may be owed by Developer or Property Owner, including, but not limited to real property taxes for the Property, and taxes for personal property other than the Project;

WHEREAS, the Town is authorized to enter into this Agreement with Developer, provided the payments in lieu of personal property taxes over the life of the Agreement are reasonably deemed a fair approximation of the tax payments that would otherwise be assessed under G.L. c.59 based upon the full and fair cash valuation of the Project; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Subject to the terms and conditions hereof, Developer agrees to make annual payments to the Town in lieu of personal property taxes for the Project for a period of twenty (20) consecutive years. Each annual payment will be equal to the amount set forth in (or shall be equal to the amount calculated in accordance with the formula set forth in) Exhibit B attached hereto (the “Annual Payment(s)”). Each Annual Payment will be paid to the Town in four (4) equal quarterly installments, each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a “Quarterly Payment Date”) of each fiscal tax year during the term of this Agreement, with each fiscal tax year running from July 1-June 30. Each quarterly payment amount and due date will be noted on a “tax bill” to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments by the dates aforesaid. Payments under this Agreement shall commence on the date which is the first Quarterly Payment Date after the Notice of Authorization to Interconnect issued by the local electric distribution company (the “Notice to Interconnect”) and shall continue thereafter during the term of this Agreement and end with the last quarterly payment due on May 1 of the twentieth (20th) fiscal year following the Notice to Interconnect. This Agreement shall expire at the end of the twentieth (20th) fiscal year following the Notice to Interconnect. In the event that this Agreement is terminated on a date other than the last day of a fiscal tax year, the Annual Payment payable hereunder for that tax year shall be prorated based upon a 365 day year.

Except as expressly provided in Paragraphs 2, 3 and 4, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town’s tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that, other than as expressly set forth in this Agreement, the Annual Payments will not be increased including without limitation on account of an inflation factor, revaluation or increase in the Town’s tax rate or assessment percentage. Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement.

Notwithstanding anything to the contrary in this Agreement, in the event Developer’s leasehold interest in the Property is, other than due to an assignment or sale of Developer’s leasehold interest in the Property, discontinued before expiration of the term of this Agreement, whether by way of the expiration or termination of the lease between the Developer and the Property Owner or otherwise, and either: (i) Developer does not then own the Property; or (ii) the Property Owner does not then purchase the Project from the Developer and take assignment of this Agreement pursuant to Section 7 hereof, then this Agreement shall also terminate automatically as of the date of such discontinuance, and the Town shall proceed to assess taxes for the Project and on the Property under applicable laws and regulations as if this Agreement never existed. Developer shall immediately notify the Town in writing in the event of any such discontinuance of its leasehold interest, failing which Developer and the Property Owner shall, notwithstanding anything to the contrary in this Agreement, remain responsible for all payments due under this Agreement.

2. Improvements or Additions, Removals. Except as otherwise provided in Paragraph 3, if the Developer makes any capital improvements or adds any equipment or personal property to the Project or replaces any existing improvements, equipment or personal property (collectively, “personal property”), Annual Payments will be increased if such personal property adds value to the Project, as determined in accordance with Paragraph 3. If at any time the Developer removes personal property

from the Project, the Annual Payments will be decreased if such removal reduces the value of the Project, as determined in accordance with Paragraph 3, provided that destruction of or damage to all or a portion of the Project by Force Majeure shall not constitute a removal of personal property for the purpose of this Paragraph 2, and shall instead be subject to Paragraph 11 (Force Majeure). In the event that, after the date of this Agreement, personal property is added to or removed from the Project in any calendar year, such personal property, together with the proposed value of each item of such personal property, shall be separately and conspicuously identified as “new” or “removed” in the Annual Inventory Update to be provided by Developer annually as set forth in paragraph 4.

Notwithstanding the foregoing, consistent with applicable Massachusetts Department of Revenue regulations, only the addition of equipment on or after the Notice to Interconnect that adds value to the Project (not including replacement of existing equipment, machinery, and pollution control and other equipment that is exempted from local property taxes) will lead to an increase in the payments in lieu of taxes due under this Agreement. No additional payments in lieu of property taxes will be due or required for: (i) replacement of personal property or equipment or machinery that is nonfunctional, obsolete, or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance; or (ii) pollution control equipment that is exempted from taxation by the provisions of General Laws Chapter 59, section 5(44) or other applicable laws or regulations in effect from time to time; or (iii) equipment installed as required by or in response to any statute, law, regulation, consent decree, order, or case mandating additional control of any emission or pollution.

3. Calculation of Adjustment. If Developer adds new personal property to the Project or replaces existing personal property, and if such personal property increases the value of the Project, as reasonably determined by the Town’s Board of Assessors in accordance with Massachusetts General Laws and regulations, the remaining Annual Payments under this Agreement will be increased by an amount to be negotiated in good faith by the Parties. Similarly, if Developer removes personal property from the Project, and if such removal decreases the value of the Project, as reasonably determined solely by the Town’s Board of Assessors in accordance with Massachusetts General Laws and applicable regulations, the remaining Annual Payments under this Agreement will be decreased by an amount to be negotiated in good faith by the Parties, provided that destruction of or damage to all or a portion of the Project by Force Majeure shall not constitute a removal of personal property for the purpose of this Paragraph 3, and shall instead be subject to Paragraph 11 (Force Majeure). If the Parties are unable to agree to adjustments to Annual Payments within sixty (60) days of the Town’s receipt of an Annual Inventory Update, then (i) for new or replacement personal property, the Town shall assess taxes on the additional or replacement personal property as if this Agreement did not exist, and (ii) as to personal property removed from the Project by Developer, Annual Payments shall not be reduced, and in either case, Developer shall have the right to seek an abatement and exercise other rights as a taxpayer with respect to any taxes assessed on such property as it would if this Agreement did not exist.

Notwithstanding the foregoing, in the event that the aggregate value of any new, replacement, or removed personal property that would result in an adjustment to Annual Payments under the preceding paragraph in any one calendar year is less than \$10,000, as reasonably determined by the Town’s Board of Assessors, such personal property shall not result in an increase (for new or replacement property) or a decrease (for property removed from the Project) in Annual Payments. For the avoidance of doubt, in the event, in any calendar year, the aggregate value of new, replacement or removed personal property exceeds \$10,000, the entire value of such personal property (and not only

the amount that exceeds \$10,000) shall result in an adjustment in Annual Payments in accordance with this Paragraph 3.

If at any time during the term of this Agreement the nameplate capacity of the Project for any reason changes so as to be greater or less than 3.0 MW (AC), and an adjustment is not being made pursuant to the provisions above, the Annual Payments shall be increased or decreased (as applicable) at a rate of \$ 12,000 per KW (AC) of changed capacity. Within fourteen (14) days following any such change, Developer shall notify the Town in writing of such change, and provide such other information as the Town may reasonably request. Failure to provide such notice shall constitute a material breach of this Agreement.

4. Inventory. Attached to this Agreement as Exhibit C is an itemized inventory prepared by Developer (the "Inventory") of the equipment and other personal property ("personal property") that has been or will be incorporated into the Project, together with the aggregate fair market values of the personal property, along with the estimated annual production of electricity, in kilowatt-hours, to be generated by the Project. The Parties understand and agree that the Annual Payments were determined using and relying upon the Inventory. Developer will update the Inventory annually as of January 1 of each year to reflect any improvements, additions or removals and for the purposes set forth in Sections 2 and 3 above; and the updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before March 1 of each year, together with notice of any changes to the overall system capacity, with supporting documentation. The Town, its officers, employees, consultants, agents and attorneys will have the right (with reasonable prior notice and at a mutually convenient time) to periodically to inspect the Project and review documents in possession of Developer that relate to the Project and Inventory to verify the Inventory and Developer's compliance with this Agreement.

In addition, the Developer shall, upon signing this Agreement or, if it has not yet been filed with the utility, promptly after it is filed with the utility, provide to the Town a copy of Developer's interconnection application filed with the utility, and a copy of Developer's interconnection agreement with the utility promptly after it has been signed, including any future amendments to such application or agreement.

5. Payment Collection. All rights and remedies available to the Town for the collection of taxes shall apply to the Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Moreover, the provisions of the General Laws, including but not limited to G.L. c. 59 and G.L. c.60, will govern the establishment of liens and the collection of the Annual Payments as though said payments were real property taxes due and payable to the Town. Developer shall pay interest on late payments at the rate of 14 percent per annum as set forth in G.L. c. 59, § 57, for late payments of taxes or assessments. In addition to, and not in limitation and not a waiver of, any other rights and remedies available to the Town, in the event Developer fails to make any payments required under this Agreement, and/or to the extent the Town and Developer are unable to agree to any increases to Annual Payments for additional capital improvements or personal property as set forth in Paragraph 3, the Town may, at its sole election, assess taxes for that portion of the Project to which such payments or increases are deemed to relate, as determined by the Town's Board of Assessors. If and to the extent necessary for assessment of such taxes, such portions of the Project shall be deemed to be property unintentionally omitted from annual assessment under G.L. c. 59, § 75. And if Developer breaches its payment obligations under this Agreement and fails to cure same and the Town elects to pursue collection of the monies owed, then, at the Town's sole election and notwithstanding anything to the contrary in this Agreement, for the purpose of collection

of Annual Payments, the entirety of the Project shall be deemed "Real Property," as defined in G.L. c. 59, §

6. Tax Status. Notwithstanding anything to the contrary in this Agreement, in the event Developer fails to timely make payments required by this Agreement, the Parties agree that, for the purpose of collection of such payments under G.L. c. 59 and in addition to any other remedies available to the Town for such failure, the entirety of the Project may, at the sole discretion of the Town, be deemed "Real Property," as defined in G.L. c. 59, § 2A(a). The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes with respect to the Project to which Developer might otherwise be subject under Massachusetts law, and the Town agrees that this Agreement will exclusively govern the payments of all personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the Town for excise taxes on vehicles due pursuant to G.L. c.60A and for services provided by the Town to the Project, including but not limited to, permit fees and consultant services. And notwithstanding anything to the contrary in this Agreement, this Agreement does not affect or limit in any way the assessment and collection of taxes for personal property not included in the Inventory, as the same may be updated in accordance with this Agreement, and real property taxes for property other than the Property, which will continue to be assessed notwithstanding this Agreement. In addition, notwithstanding anything to the contrary herein, if at any time following the Effective Date the Massachusetts Department of Revenue or any court or other agency of competent jurisdiction determines or declares that this Agreement unlawfully provides for payments in lieu of property taxes on certain property, this Agreement shall be deemed not to provide for payments in lieu of property taxes on such property and the payments to be made by Developer hereunder for a particular period shall be reduced by the amount of any property taxes on such property assessed by and paid to the Town for such period; provided, however, in the event that, with respect to a particular 12-month period, the sum of such reduced payments and any such property taxes exceeds the payments that would have been due under Exhibit C for such period, Developer shall have the right to terminate this Agreement upon notice to the Town

7. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, except that Developer may collaterally assign the Agreement to an entity providing financing for construction or operation of the Project with advance written notice to (but not consent of) the Town. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Project and Developer's interest in the Property.

8. Partial Invalidity. If for any reason, including a change in applicable law, it is ever determined that this Agreement may not apply to the personal property the parties agree that notwithstanding said determination or change in law that this Agreement will be deemed to continue to apply to the personal property, and the Town will thereafter be entitled to assess and tax the real property in accordance with G.L. c. 59 and G.L. c. 60, and Developer will be entitled to challenge such assessments and taxes in accordance with Massachusetts law, with the Parties having all rights of a Town and a taxpayer with regard to such real estate taxes. This Agreement will not apply to real estate taxes. The Parties will cooperate with each other, and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party. If for any reason, including a change in applicable law, a property tax is imposed on the Project or the Property in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement will

be decreased on an annual basis by the amount of the property taxes actually paid to the Town for each year. If for any reason, including a change in applicable law, a payment in lieu of taxes is provided for that is less than that provided for in Paragraph 1 of this Agreement, any amount provided for in this Agreement over and above such lesser amount shall be considered a payment by Developer to the Town as the host community of the Project. In no event, except as provided for in Paragraph 2 and 3 hereof, shall the payment amounts provided for herein be reduced below the level called for in Paragraph 1. Only in the event that this Agreement is determined to be invalid in accordance with applicable law shall this agreement be void and of no further effect and the Developer shall continue to make payments as noted above.

9. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

Developer:

BWC Salmon Brook, LLC
c/o Blue Wave Capital
Trevor Hardy
137 Newbury Street, 4th Floor
Boston, Ma. 02116

Town of Grafton:

Town Administrator
Grafton Municipal Center
30 Providence
Road Grafton,
MA 01519

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

10. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of “conflicts of laws.” The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for any action brought hereunder shall be the courts of Worcester County, Massachusetts. With respect to any period in which Developer does not have a registered agent for service of process in Massachusetts, Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 9 (Notices).

11. Force Majeure. The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged or destroyed or taken. If Developer elects not to rebuild, it may terminate the Agreement upon 30 days written notice, and the Project will thereafter be assessed and taxed as if this Agreement does not exist. Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make all payments required under this Agreement without abatement or reduction unless and until this Agreement is terminated, if at all, under this Paragraph 11.

12. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, the undersigned Developer by its duly authorized representative certifies that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

13. Covenants, Representations and Warranties of Developer and Town.

- a. During the term of the Agreement, Developer will not voluntarily do any of the following:
 1. convey by sale, lease or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third);
 2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;
 3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or
 4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. To the best of Developer's knowledge, and based on Developer's review of the current application, and its understanding, of the applicable Massachusetts laws and regulations as they exist on the date hereof, Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b).

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3), as such statute exists on the date hereof (provided that Developer shall timely notify the Town of any change to such statute that, to Developer's knowledge, would cause the Developer to qualify for a manufacturing classification exemption).

7. The documents and information furnished by Developer to the Town in connection with this Agreement, including but not limited to the Inventory and any update thereto, is, true, accurate and complete in all material respects.

8. The performance of Developer's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

14. Good Faith. The Parties will act in good faith to implement this Agreement.

15. Entire Agreement: The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

16. Termination: Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer (or Developer's Secured Lender) fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period provided the Town delivered notice to Developer of each such failure in accordance with this Section;
- b. The Developer has filed, or has had filed against it, a petition in bankruptcy (and any such involuntary filing is not dismissed within 60 days) , or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured by Developer or Developer's Secured Lender (which shall have the right but not the obligation to act on Developer's behalf to cure any breach or default by Developer pursuant to Section 17 hereof) within the 30-day notice period provided, however, that the Town may nonetheless terminate this Agreement if Developer otherwise materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within each 30-day notice period, provided the Town has delivered notice to Developer of each such failure in accordance with this Paragraph; and/or
- d. The Developer's representations set forth in Paragraph 13 were untrue, inaccurate, or incomplete in material respects at the time they were made, such misrepresentations have materially adversely affected the Town and Developer has failed to remedy such adverse effect within 60 days following notice from the Town.

Notwithstanding anything herein to the contrary, the Developer, or its successors or assigns, may terminate this Agreement on thirty (30) days' written notice to the Town in the event that, and only after, (i) the Lease is terminated and the Project has been decommissioned and removed from the Property, or (ii) the Project ceases commercial operation and is decommissioned and has been removed from the Property.

17. Lender's Right to Cure: The Town shall use good faith efforts to send a copy of any notice of default sent to Developer to Developer's secured lender ("Developer's Secured Lender") by certified mail at the same time such notice is sent to Developer, and where this Agreement expressly provides for a cure of said default, no such notice of default to Developer shall be effective unless and until (a) a copy of such notice has been delivered to Developer's Secured Lender, and (b) the applicable cure period, beginning on the date of such delivery, has expired. Developer's Secured Lender shall have the same time and rights to cure any default as Developer, and the Town shall accept a cure by Developer's Secured Lender as if such cure had been made by Developer, provided said cure is made in accordance with the provisions of this Agreement. Developer shall provide written notice to the Town as to the name and address of Developer's Secured Lender for such notices to be sent.

18. Required Approval and Termination: This Agreement shall not be effective unless and until it is approved by: the Town Meeting of the Town of Grafton; the Grafton Board of Assessors; and the Grafton Board of Selectmen ("Town Meeting Approval"). Notwithstanding anything to the contrary herein, this Agreement may be terminated by either Party upon notice to the other Party if: (i) this Agreement is not approved by the

Town acting by affirmative votes of its Town Meeting, Board of Assessors, and Board of Selectmen on or before _____ and (ii) the Notice to Interconnect has not occurred by _____.

19. Miscellaneous.

- a. A Notice of this Agreement may be recorded by Developer in the applicable Registry of Deeds upon execution.
- b. Upon execution of this Agreement, the Developer shall pay the Town by bank or certified check, or wire transfer, the amount of \$5,000 representing payment of expenses incurred by the Town in negotiation of this Agreement.
- c. Pursuant to G.L. c. 62C, s49A, the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the tax laws of the Commonwealth of Massachusetts.

[Execution Page to Follow]

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF GRAFTON

BWC Salmon Brook, LLC

By: _____ **By:** _____

Title:

Title:

Date:

Date:

Exhibit A

Lease Area Description Grafton, Massachusetts

A certain parcel of land situated in the Town of Grafton, County of Worcester, and Commonwealth of Massachusetts is bounded and described as follows:

Commencing at a point said point being seven hundred and seventy three (773) feet more or less northerly of Estabrook Avenue and twenty two (22) feet more or less easterly from Lot 1, land of Knowlton Farms Nominee Trust, as depicted on a plan filed as Plan Book 903, Plan 23 with the Recorded Land Division of the Worcester South District Registry of Deeds; thence running

- | | |
|-----------------|---|
| N 07° 20' 17" W | a distance of two hundred eighty-three and thirty-three hundredths (283.33') feet by land of the grantor to a point; thence |
| N 45° 10' 38" E | a distance of one hundred eighty-eight and eight hundredths (188.08') feet to a point; thence |
| N 19° 25' 27" E | a distance of one hundred eleven and seventy-six hundredths (111.76') feet to a point; thence |
| N 34° 52' 59" E | a distance of two hundred twenty-eight and thirty-three hundredths (228.33') feet to a point; thence |
| N 90° 00' 00" E | a distance of two hundred ninety-seven and fifty-two hundredths (297.52') feet to a point; thence |
| S 42° 28' 57" E | a distance of two hundred twelve and six hundredths (212.06') feet to a point; thence |
| S 11° 46' 39" E | a distance of three hundred thirty-five and eighty-two hundredths (335.82') feet to a point; thence |
| S 00° 00' 00" E | a distance of three hundred sixty-nine and ninety-one hundredths (369.91') feet to a point; thence |
| N 90° 00' 00" E | a distance of twenty-two and five hundredths (22.05') feet to a point; thence |
| S 00° 00' 00" E | a distance of one hundred forty-eight and twenty-one hundredths (148.21') feet to a point; thence |
| N 90° 00' 00" W | a distance of four hundred forty-seven and seventeen hundredths (447.17') feet to a point; thence |

- N 44° 56' 57" W a distance of two hundred forty-one and six hundredths (241.06') feet to a point; thence
- N 90° 00' 00" W a distance of one hundred forty-three and forty-two hundredths (143.42') feet to a point; thence
- N 12° 11' 15" W a distance of thirty-eight and forty hundredths (38.40') feet to a point; thence
- N 16° 09' 10" W a distance of seventy and three hundredths (70.03') feet to a point; thence
- N 07° 20' 17" W a distance of twenty-one and seventy-four hundredths (21.74') feet to a point; thence
- N 90° 00' 00" W a distance of five and four hundredths (5.04') feet to the point of beginning; the last seventeen (17) courses being over land of the grantor.

Said land being depicted as Lease Area having an area of 650,758 more or less square feet, 14.94 more or less acres on a plan entitled "Exhibit Plan in Grafton, Massachusetts prepared for Knowlton Farms Nominee Trust" dated January 8, 2015, prepared by Meridian Associates, Inc.

Non-Exclusive Access Easement Description Grafton, Massachusetts

A certain parcel of land situated in the Town of Grafton, County of Worcester, and Commonwealth of Massachusetts is bounded and described as follows;

Commencing at a point along the northerly sideline of Estabrook Avenue said point being four-hundred and one (401) feet more or less easterly of a drill hole in the stone wall face at the southwest corner of the said parcel at land now or formerly Knowlton Farms Nominee Trust, as depicted on a plan filed as Plan Book 903, Plan 23 with the Recorded Land Division of the Worcester South District Registry of Deeds; thence running

- | | |
|-----------------|---|
| N 01° 41' 53" W | a distance of twenty-nine (29.00') feet to a point; thence |
| N 12° 09' 55" W | a distance of three hundred nineteen and sixty-three hundredths (319.63') feet to a point; thence |
| N 34° 25' 03" W | a distance of one hundred twenty-three and seventy-six hundredths (123.76') feet to a point; thence |
| N 64° 00' 28" W | a distance of eighty-eight and one tenth (88.10') feet to a point; thence |
| N 49° 30' 06" W | a distance of fifty-one and eight-eight hundredths (51.88') feet to a point; thence |
| N 24° 10' 14" W | a distance of thirty-six and seventy-five hundredths (36.75') feet to a point; thence |
| N 12° 11' 15" W | a distance of seventy-six and sixty-one hundredths (76.61') feet to a point; thence |
| N 16° 09' 10" W | a distance of fifty-five and thirty-six hundredths (55.36') feet to a point at other land of the grantor, the last eight (8) courses being over land of the grantor; thence |
| N 00° 00' 00" E | a distance of seventy-two and forty-five hundredths (72.45') feet along other land of the grantor to an iron rod with cap; thence |
| N 07° 34' 00" W | a distance of two hundred twenty-three and five tenths (223.50') feet along other land of the grantor to an iron rod with cap; thence |
| N 26° 03' 59" E | a distance of thirty-four and seventy-seven hundredths (34.77') feet by land of the grantor to a point; thence |

- N 44° 56' 57" W** a distance of two hundred forty-one and six hundredths (241.06') feet to a point; thence
- N 90° 00' 00" W** a distance of one hundred forty-three and forty-two hundredths (143.42') feet to a point; thence
- N 12° 11' 15" W** a distance of thirty-eight and forty hundredths (38.40') feet to a point; thence
- N 16° 09' 10" W** a distance of seventy and three hundredths (70.03') feet to a point; thence
- N 07° 20' 17" W** a distance of twenty-one and seventy-four hundredths (21.74') feet to a point; thence
- N 90° 00' 00" W** a distance of five and four hundredths (5.04') feet to the point of beginning; the last seventeen (17) courses being over land of the grantor.

Said land being depicted as Lease Area having an area of 650,758 more or less square feet, 14.94 more or less acres on a plan entitled "Exhibit Plan in Grafton, Massachusetts prepared for Knowlton Farms Nominee Trust" dated January 8, 2015, prepared by Meridian Associates, Inc.

The Property:

EXHIBIT B

Annual Payments Schedule/Formula

YEAR	RATE	SYSTEM SIZE (AC)	PAYMENT
2015	\$12,000/MW AC	3.0 MW	\$36,000
2016	\$12,000/MW AC	3.0 MW	\$36,000
2017	\$12,000/MW AC	3.0 MW	\$36,000
2018	\$12,000/MW AC	3.0 MW	\$36,000
2019	\$12,000/MW AC	3.0 MW	\$36,000
2020	\$12,000/MW AC	3.0 MW	\$36,000
2021	\$12,000/MW AC	3.0 MW	\$36,000
2022	\$12,000/MW AC	3.0 MW	\$36,000
2023	\$12,000/MW AC	3.0 MW	\$36,000
2024	\$12,000/MW AC	3.0 MW	\$36,000
2025	\$12,000/MW AC	3.0 MW	\$36,000
2026	\$12,000/MW AC	3.0 MW	\$36,000
2027	\$12,000/MW AC	3.0 MW	\$36,000
2028	\$12,000/MW AC	3.0 MW	\$36,000
2029	\$12,000/MW AC	3.0 MW	\$36,000
2030	\$12,000/MW AC	3.0 MW	\$36,000
2031	\$12,000/MW AC	3.0 MW	\$36,000
2032	\$12,000/MW AC	3.0 MW	\$36,000
2033	\$12,000/MW AC	3.0 MW	\$36,000
2034	\$12,000/MW AC	3.0 MW	\$36,000

EXHIBIT C

Inventory

Four UL 1741-2005/IEEE1547 certified SMA Sunny Central 750CP-US 750kW, 342V inverters
Four 2000A fused low voltage AC disconnect switch
Two (2) 342VΔ - 342VΔ - 13.8kVYg, three phase 1,500kVA interfacing transformer with assumed impedance of
Two (2) 18Ω grounding reactor connected to insulated neutral bushing of the interfacing transformer.
One (1) 13.8kV G&W pad mount switchgear integrated with multifunction relay and vacuum interrupter.
One (1) 5kV class pole mount utility required disconnect switch.
9,648 modules*

*solar module brand and spec TBD



Grafton Public Schools

30 Providence Road
Grafton, Massachusetts 01519-1178
Phone: 508-839-5421 - Fax: 508-839-7618

May 27, 2015

To Tim,

I was asked to take a look at the space available at the 'old' police station on Providence Road and to consider if there are any school needs that could be filled through use of that space. Without large-scale renovations I do not see a fit between our programming needs and the existing building. The layout is not conducive to our educational programming in terms of layout, space, proximity to classrooms, cafeteria, etc. We currently are not experiencing overcrowding at any of our six schools and have no plans for large-scale implementation of new programming on the immediate horizon.

I considered the 'old' police station as a space for our maintenance department. This department currently utilizes space at the 'old' fire station near the Grafton Common. While the location of the 'old' police station is optimal, we would need to leave a significant amount of equipment outside year-round due to a lack of storage and garage space.

I greatly appreciate the school department being considered as you examine possible uses for this space.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Cummings".

Jay Cummings
Superintendent of Schools