



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**

January 5, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

a) [Medical Marijuana Dispensary](#)

2. RESIGNATIONS

a) [Dr. Ryan Schlimgen](#) – Tufts University Representative to the Grafton Local Emergency Management Planning Committee & Blackstone Valley Regional Emergency Planning Commission

3. APPOINTMENTS

Town Administrator

- a) [Full Time Dispatcher – Christine Cooper](#)
- b) [Part Time Seasonal Snow Plow Driver – Joseph Mazzarelli](#)
- c) [Traffic Safety Committee - Dave Crouse & Brian Szczurko](#)

Board of Selectmen

- a) [Interview Richard Schultze and Ann Morgan for Open Community Preservation Committee Member Seat](#)
- b) [Grafton Local Emergency Planning Committee \(LEPC\) and the Blackstone Valley Regional Emergency Planning Commission \(BVREPC\) as the Tufts Representative- Dr. Melanie Marketon, PhD](#)
- c) [Town Boundary Delineation Representatives – Dave Crouse & Brian Szczurko](#)

4. NEW BUSINESS

- a) [Sign Special Town Meeting Warrant \(February 8, 2016\)](#)
- b) [Vote to Sign- VHB Roadway and Drainage improvements along Adams Road and Institute Road](#)
- c) [Chapter 90 Application – Worcester St, between Snow Rd and Carroll Rd](#)
- d) [Vote to Sign – Cable Oversight Committee - Memorandum of Understanding](#)
- e) [Vote to Sign – Local Initiative Program Compliance Certificate](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE - None

7. DISCUSSION

- a) [The Boulevard – Dennis Flynn](#)
- b) [Properties Suitable for Affordable Housing – Bruce Spinney](#)
- c) [Encouraging Greater Voter Participation – Dennis Flynn](#)

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

The Board will listen and discuss proposed Medical Marijuana Dispensary project.



TO: TIM
FROM: DENNIS
SUBJECT: CORRESPONDENCE re: TO BE INCLUDED IN BOS 1-5-16 PACKET
DATE: December 31, 2015
CC: CINDY & Laura, Pam Renzoni

Tim,

Attached is a copy of the questions the Hollywood Gardens residents have asked to be forwarded to the BOS members with the packet for next Tuesday's meeting.

Also, listed below is another copy of the email I sent to Craig this morning requesting the two items I wish to have on the BOS Agenda for this meeting. Thank you!

Please contact me if you have any question,

I hope you have a great New Year!

Dennis

From: Dennis Flynn [mailto:FlynnD@GRAFTON-MA.GOV]

Sent: Thursday, December 31, 2015 6:42 AM

To: Craig Dauphinais; denflynn68@gmail.com

Cc: Ginny; Tim McInerney; BOS

Subject: FW: Request Placement of Additional item on January 5, 2016 BOS Agenda

Craig,

Please note below correction in **bold print**. The "September" reference should be January 5, 2016. Later this morning, I'll drop-off the copy of the list of questions the residents prepared and wish to have included in the packet for BOS members.

From: Dennis Flynn

Sent: Wednesday, December 30, 2015 9:07 PM

To: Board of Selectmen

Subject: FW: Request Placement of Additional item on January 5, 2016 BOS Agenda

Craig,

I just returned from the below stated meeting of Hollywood Gardens residents. In addition to the Discussion item I requested to be placed on the Agenda in my December 23, 2015 email to you (see copy below), these residents requests placement of a second action item on the **January 5, 2016**. September 5, 2016 BOS Agenda. The residents plan to **present a Resident Petition that request inclusion of a Warrant Article that seeks Town Meeting Members** to vote to oppose the placement of the proposed Medical Marijuana Dispensary by Sage Cannabis or any other agency or corporation at 206 Worcester Street, Grafton MA location. **These residents will seek BOS, Administration and Town Counsel assistance in providing appropriate language (wording) of this Warrant Article.**

Thank you,

Residents have provided me with a set of questions which I will hand deliver to the Selectmen's office tomorrow morning. They request that these questions be included in the packet that is sent out prior to the meeting so that members of the Board have an opportunity to review and consider responses to these questions prior to the meeting.

206 Worcester Street proposed dispensary

I. Introduction

- A. Dennis Flynn
- B. Concerned residents
- C. 206 Worcester Street site

II. Resident Concerns

A. Community Safety

1. Neighborhood Crime. What will policing be like for us? What types of crime happen near these dispensaries? Medical emergencies near dispensaries?
2. Entering & exiting neighborhood safety.
3. Impaired drivers, drivers with diminished capacity.
4. What kind of security will be provided at the building and surrounding area?
5. Security landscaping for building? signs for abutting property and streets?
6. Will there be an onsite prescribing medical professional? Will they be dispensing Medical Marijuana cards? This adds traffic and the draw of unpermitted customers to building and area.
7. Our police force is stretched thin (as per Chief Crepeau).....How does this affect Grafton's police, fire and ambulance services? Response time?
8. Prevention of loitering around this building? How will kids who loiter be handled? Loitering by customers? Who responds? The GPD? Milford Medicinals Security? No loitering signage?
9. Do convicted criminals qualify for cards? Who do we ask, the DPH?
10. Cleanliness of the building and surrounding area....who's responsible?

B. Traffic

1. Route 122 street traffic. Traffic study? Why was the light taken out? Maybe a question for the State, since this is a State highway.
2. Parking capacity of building, parking on abutting streets, use of abutting parking lots, crossing streets to access dispensary.
3. Exiting & entering the neighborhood with an already dangerous intersection

4. Customers entering neighborhood from dump out via Hollywood Drive. Traffic flow between dispensary parking lot & Hollywood Drive. (Close it off)

He noted that the company wants to become part of the Worcester area business community despite the total client base *initially* being *perhaps* 1.5 percent of the medical patient population (approximately 40 clients per day).

C. Home Value

1. Signage on building upon entering the neighborhood (Sage Cannabis)? What will it be?
2. Home value decline. First impression upon entering neighborhood will be dispensary. Re-evaluation/tax abatements for decline in value?
3. Lines waiting outside dispensary? Customers are let in every 30 minutes...do they wait outside? Will there be a security guard at the door? Loitering concerns.
4. Legalization....what happens to us then? This company has changed it business mission several times, what's to prevent significant traffic upon legalization? Nothing.

III. Where do we go from here?

A. What can the BOS do at this point? What would they do?

1. How do we get a Planning Board hearing/site plan review? How do we get this before the Planning Board?

**"McInerney said before final approval the plan would have to pass a *Planning Board review*, Selectmen approval as well as state public health requirements"
Grafton News 11/18/2015**
2. Reconsider the letter of non-opposition due to key changes? Would they? (Key info changes, use classification, business name change, Sage Cannabis)
3. How can we mitigate impact on this neighborhood? What leverage do we have with Sage Cannabis?
4. How far along is this process with the State/DPH? How does the DPH look at the siting profile? What are the requirements?
5. Is community outreach part of the permitting process with the DPH? Usually there is a community/neighbor meeting before this process starts....what happened?
6. Explain Grafton's community benefit agreement? Is there one?

Why did Zoning officer change zoning without consulting the BOS or the Planning Board...has a Zoning Permit been issued, has a building permit been issued? Who requested, then authorized the change of use classification....the applicant, the zoning officer, the towns attorney, town administrator.....what was this dispensaries process to get it changed? Was there an official process or procedure?

"You can think of us more as a medical clinic, as a physician's office," Dundas said

3.2.3.1 - Use Regulation Schedule - continued
(CDO uses - See Section 9)

PRINCIPAL USES

DISTRICTS

Business Uses	A	R40	R20	RMF	NB	CB	I	OLI	VMU	FP	WSPO
1. Retail establishment serving the convenience goods needs of a local area including but not limited to: grocery, delicatessen, bakery, supermarket, drug stores and similar uses:											
a) up to 5,000 sq. ft. of floor area per establishment	N	N	N	N	Y	Y	S	S	Y	S	---
b) exceeding 5,000 sq. ft. of floor area per establishment	N	N	N	N	S	P	S	S	S(1)	S	---
2. Auction galleries & flea markets	N	N	N	N	N	P	S	S	N	S	---
3. Other retail establishments:											
a) up to 5,000 sq. ft. of floor area per establishment	N	N	N	N	Y	Y	S	S	Y	S	---
b) exceeding 5,000 sq. ft. of floor area per establishment	N	N	N	N	S	P	S	S	S(1)	S	---
4. Personal and consumer service establishments, including but not limited to: barber and beauty shops, shoe and leather repair, laundry or dry cleaning establishments and laundromats:											
a) up to 5,000 sq. ft. of floor area per establishment	N	N	N	N	Y	Y	S	S	Y	S	*
b) exceeding 5,000 sq. ft. of floor area per establishment	N	N	N	N	S	P	S	S	S(1)	S	*

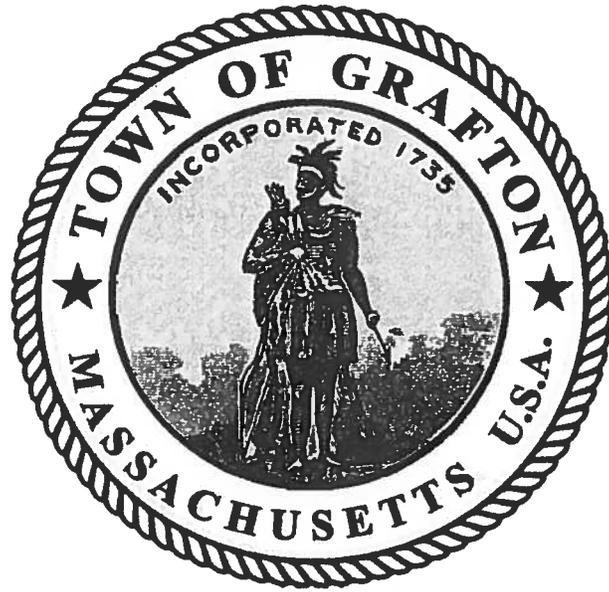
*Y = Permitted
P = Site Plan*

3.2.3.1 - Use Regulation Schedule - continued
(CDO uses - See Section 9)

PRINCIPAL USES

DISTRICTS

Business Uses	A	R40	R20	RMF	NB	CB	I	OLI	VMU	FP	WSPO
5. Establishments selling food prepared for immediate consumption which is distributed to customers in whole or in part, by means of automobile drive-up windows, counters or by employees delivering such food to automobiles	N	N	N	N	N	S	S	S	N	S	---
6. Establishments selling food prepared for immediate consumption where customers are served primarily at a table or counter	S	N	N	S	P	P	S	S	Y	S	---
7. Other eating and drinking establishments	N	N	N	N	N	P	S	S	Y	S	---
8. Offices of licensed medical and dental practitioners limited to general out-patient care and diagnosis	N	N	N	N	S	P	S	P	Y	S	---
9. Business, professional and general offices:											
a) up to 5,000 sq. ft. of floor area per establishment	N	N	N	N	Y	Y	S	Y	Y	S	---
b) exceeding 5,000 sq. ft. of floor area per establishment	N	N	N	N	S	P	S	P	S	S	---
10. Gasoline service stations	N	N	N	N	N	S	S	S	N	S	N
11. Fuel Oil dealers and stations	N	N	N	N	N	S	S	S	N	S	N
12. Car wash establishments	N	N	N	N	N	S	S	S	N	S	SN
13. Banks	N	N	N	N	S	P	S	S	Y(2)	S	---



Grafton Zoning By-Law

Accepted
May 12, 1986

and

Amended Through
May 11, 2015

Grafton, Massachusetts

Reflects changes made at Town Meeting on May 11, 2015
Approved by the Attorney General on

Business use 1. -
Not use of - medical office

P. 10 under 54
(Yes) Allowed



OFFICE OF THE BUILDING DEPARTMENT
30 Providence Road
Grafton, Massachusetts 01519
Phone: (508) 839-5335 ext 1190 * FAX: (508) 839-4602
Inspector of Buildings: Robert S. Berger C.B.O.
bergerr@grafton-ma.gov
www.grafton-ma.gov

APPLICATION FOR ZONING PERMIT

Date Submitted 11/24/15 Map # 110 Lot # 26

Address of Property:

206 Worcester Street

Phone #: 978-790-8785

Location, frontage, area, etc, of property. This is the best answered by means of a plan which must show the location of the property in relation to the public streets, the outside dimensions and areas of land and any other important details such as rights of way, pipelines, etc. If this is an application for a business or industrial zoning permit a plan must be submitted and in addition to the foregoing it will show the names and approximate property bounds of all abutting owners.

Zone in which property is located (refer to zoning map).

CB

Present Use of Land:

3,000 sf Retail Building

Description and use of existing building(s) if any:

Cumberland Farms (recent) and Peking Garden Chinese Restaurant

Proposed use of Land:

Retail

Proposed use of existing building(s) if any:

Retail Medical Marijuana Dispensary (see attached narrative)

Description and use of proposed new building(s) if any:

N/A

mtj 10.20.15
mtj 11.17.15

Supplement to the Town of Grafton Zoning Permit Application of Milford Medicinals
11.24.15

Milford Medicinals proposes using the 3,000 s.f building at 206 Worcester Street in Grafton Massachusetts as a retail Registered Medical Marijuana Dispensary (RMD).

The sole intention is to provide Massachusetts patients a retail store to purchase medical marijuana. No cultivation, processing or packaging will take place at this location. All medicine will be delivered to the Grafton location having been cultivated, processed and packaged at Milford Medicinals Milford location pursuant to DPH regulations.

The following narrative describes the retail experience Milford Medicinals proposes for the Grafton retail store.

In order to be able to enter the Dispensary facility, a patient must first receive a diagnosis and a certification from a treating Massachusetts licensed physician to obtain medical marijuana, and then register him/herself with the Department of Public Health (DPH). Patients will be admitted to the Dispensary upon presentation of a valid DPH registration card and a valid photo ID. There will be no treatment or diagnosis occurring at the 206 Worcester Street location.

Once inside the Dispensary, the Milford Medicinals retail sales experience will be similar to that of a retail Apple Store. A retail sales agent will greet each patient and take them to an individual display pedestal where all products are displayed. The patient will be able to choose from among a variety of retail products such as flower, concentrated, and infused medical marijuana. The retail sales agent will confirm with the DPH database that the patient is eligible to receive medicine, and record the patient's order on a handheld device. Once the order has been submitted, the patient will move to the fulfillment area of the Dispensary and wait for their order to be filled.

The patient will pay for their order and receive their medicine in a discreet, sealed package. All items are individually packaged in opaque, child-resistant packaging, and labeled for ingredients and other required information. Patients are required to exit the Dispensary as soon as their order has been filled. They are not allowed to take the medicine on the premises.

This proposed use is retail in all senses of the word.¹ Under Grafton zoning, we respectfully suggest that this use fits most clearly in the Section describing Businesses Uses, in section number 1-

Retail establishment serving the convenience goods needs of a local area including but not limited to: grocery, delicatessen, bakery, supermarket, drug stores and similar uses: (emphasis added)

The proposed use is in fact a single purpose medical marijuana drug store.

¹ While the only people able to purchase the retail product are those with registrations, or memberships if you will, that does not change the fact that it is a straight retail process. In fact, a close parallel can be seen in other "members only" retail establishments such as Sam's Club, Costco and BJ's. Their "members only" status does not negate the fact that they are retail establishments.

Tim McInerney

From: Robert Berger
Sent: Wednesday, December 23, 2015 10:59 AM
To: Tim McInerney
Subject: FW: Zoning Application
Attachments: zoning determination.pdf

From: Ginny Kremer [<mailto:gabby@bbmatlaw.com>]
Sent: Friday, December 04, 2015 12:22 PM
To: Robert Berger
Cc: Tim McInerney
Subject: Zoning Application

Hi Bob:

I have examined the zoning application for 206 Worcester Street and it appears to be a retail use that is allowed as of right. I spoke with Tim and he stated that the applicant has provided all of the materials required pursuant to state regulations, including security details which have been vetted by the Chief. Thus, in my opinion the permit should issue. Please let me know if you have any questions.

Thanks,
Ginny

Ginny Sinkel Kremer, Esq.
Blatman, Bobrowski & Mead & Talerman, LLC
9 Damonmill Square
Suite 4A4
Concord, MA 01742

Office: (978) 371-2226
Mobile: (617) 312-2323
Fax: (978) 371-2296
Email: gabby@bbmatlaw.com

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The Board is asked to accept the resignation of Dr. Ryan Schlimgen who served as the Tufts Representative to the Grafton Local Emergency Management Planning Committee & Blackstone Valley Regional Emergency Planning Commission

If the Board is in agreement, the Board will move to affirm the TA appointment of Christine Cooper to the position of Full Time Dispatcher for the Grafton Police Department.



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519
Telephone (508) 839-8517 • Fax (508) 839-8562
www.graftonpolice.com

Normand A. Crepeau, Jr.
Chief of Police

DATE: December 15, 2015
TO: Timothy P. McInerney - Town Administrator
SUBJECT: Recommendation for full-time public safety dispatcher

As you are aware, the Grafton Police Department is seeking to fill the position of full-time public safety dispatcher in anticipation of the retirement of Dawn Legassey. The position was posted on December 3rd and there were no members of the Grafton Municipal Employees Association who expressed interest.

Current permanent part-time dispatchers were subsequently polled and Christine Cooper has indicated that she would accept the position. Ms. Cooper was recently appointed to the position of part-time dispatcher assigned to the 11:00 pm – 7:00 am weekend shift.

Based on reviews from officers who have worked with Christine while she was on duty, I recommend that Christine M. Cooper of 26 High Street, Millbury, MA be appointed as a full-time dispatcher for the Grafton Police Department effective December 28, 2015.

If you have any questions or require further information, please do not hesitate to contact me.

Respectfully Submitted,

Normand A. Crepeau, Jr.
Chief of Police

David Crouse, Highway Superintendent recommends hiring Joseph Mazzarellil, 36 Sunrise Ave, Grafton as a part time snow plow operator.

If the Board is in agreement, the Board will move to affirm the TA appointment of Joseph Mazzarellil to the position of a part time snow plow operator

**Town of Grafton
Department of Public
Works**

Memo

To: Tim McInerney
From: David Crouse
Date: 12/30/15
Re: Part Time Seasonal Snow Plow Driver

I would like to recommend Joseph Mazzealli, 36 Sunrise Ave, Grafton Ma. Be appointed as a part time snow plow operator at a rate of \$18.87 per hour.

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

If the Board is in agreement, the Board will move to affirm the TA appointment of Dave Crouse and Brian Szczurko to the Traffic Safety Committee.

The Board of Selectmen will interview Richard Schultze and Ann Morgan for the open Community Preservation Committee member seat and will make a motion to appoint a candidate.

FORMAT

Give each candidate a chance to introduce themselves

BOS will ask each questions

ANN FIRST

RICK SECOND

Conclude and discuss pros and cons of each

Make Motion to appoint

Richard D. Schultze
11 English Row
South Grafton MA 01560



To whom it may concern,

I would to put my name in for a position on the Community Preservation Committee if one becomes available. I have been a member of the Cable TV Oversight Committee for 14 years and I am familiar with multi member committee procedure.

Thank you for your consideration.

A handwritten signature in blue ink that reads "Richard D. Schultze". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Richard Schultze

508-839-0313

December 10, 2015

Board of Selectmen
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 0519

RE: Community Preservation Committee

Dear Members of the Board:

I am writing to seek appointment to the Community Preservation Committee for which a recent vacancy was posted on the Town's website.

This is a committee that I have been particularly interested in over the years not only as a planning professional but as a community member deeply committed to strengthening key aspects of Grafton's sense of place and community. The three primary elements of the Community Preservation Act – open space / recreation, affordable housing and historic preservation – have been identified time and again as key components of our Town's identity and quality of life. Grafton's Community Preservation Committee has worked diligently to ensure that the funds have been distributed fairly and responsibly. They have been presented with a wide variety of projects over the years that have been evaluated and acted upon within the full spirit and intent of the law.

My interest in serving is further strengthened by my experience as a professional planner not only in our Town for the past 8 years but in all my prior work experience in the public and private sector. I have extensive experience with projects large and small in all three subject areas in which the CPC takes action. I believe this experience would be of value to the Committee and the Town.

In the interest of erring on the conservative side, I have taken the opportunity to speak with the State Ethics Commission to explore any potential conflict of interest in serving. As you know I serve as staff to the Affordable Housing Trust which receives funding from the CPA reserves. The Town pays my salary and therefore there is no financial gain posing a conflict in serving. It was recommended that I submit to you a *DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST AS REQUIRED BY G. L. c. 268A, § 23(b)(3)* which is attached.

Please consider this letter my formal request for consideration of appointment to the Community Preservation Committee. Please feel free to contact me if you have any questions. I look forward to hearing from you regarding the appointment process. Thank you.

Sincerely,



Ann V. Morgan
2 Bruce Street, Grafton
(508) 839-9461
avmorgan@charter.net

cc: John Stephens - Chairman, Community Preservation Committee

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Ann V. Morgan
Title or Position:	Assistant Town Planner
Agency/Department:	Planning Department
Agency address:	Grafton Memorial Municipal Center 30 Providence Road Grafton, MA 01519
Office Phone:	508-839-5335 x1145
Office E-mail:	morgana@grafton-ma.gov
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	I am applying to serve on the Town's Community Preservation Committee. If appointed I will be serving with 8 other community members who make decisions on funding projects under the parameters of the Community Preservation Act and under the requirements of the Department of Revenue for CPA funding
What responsibility do you have for taking action or making a decision?	The CPC must make decisions on a number of projects that meet the three criteria set out by State law – open space / recreation, affordable housing and historic preservation. Decisions on funding have to be balanced on merit and availability of funds.
Explain your relationship or affiliation to the person or organization.	I serve as staff to the Affordable Housing Trust. Members are appointed by the Board of Selectmen in accordance with Article 35 of the Town's General By-laws. The Trust receives CPA funds reserved for affordable housing through Town Meeting vote as recommended by the CPC.
How do your official actions or decision matter to the person or organization?	The CPC must weigh a number of factors in determining which projects are funded and at what level they are funded. When a number of projects are vying for funding then difficult decisions have to be made in a balanced and responsible manner.

The Board will make a motion to appoint Dr. Melanie Marketon, PhD to the Grafton Local Emergency Planning Committee (LEPC) and to the Blackstone Valley Regional Emergency Planning Commission (BVREPC) as the Tufts Representative.

Note: Melanie will be replacing Dr. Ryan Schlimgen, the prior Tufts University Representative. Dr. Schlimgen has since advanced to another position in the Boston area therefore could not continue as the LEPC and BVREPC representative.



CUMMINGS SCHOOL OF
VETERINARY MEDICINE

Dr. Deborah Turner Kochevar
Henry and Lois Foster Professor
Dean

December 8, 2015

Timothy McInerney
Town Administrator
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Dear Mr. McInerney,

Dr. Ryan Schlimgen was a Tufts University representative on the Grafton Local Emergency Planning Committee (LEPC) in 2012. Dr. Schlimgen has since advanced to another position in the Boston area.

Melanie Marketon, PhD, whose CV is attached, is now the University's Biosafety Officer in Grafton.

Our request is that you appoint Dr. Marketon the LEPC (or, if now appropriate, Blackstone Valley Regional Emergency Planning Commission (BVREPC)) representative from the Tufts Environmental Health and Safety Office and also update the Grafton Biological Emergency Response Plan contact information to reflect this change and other additions. Please see the revised Exhibit 6.1.-2. Tufts Emergency Contact Information that follows. We have also included an updated Exhibit 6.1.-1. to include as part of the Grafton Biological Emergency Response Plan.

Please don't hesitate to contact Melanie with any questions at 508-887-4450 or melanie.marketon@tufts.edu.

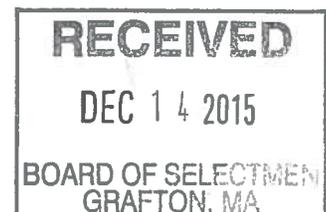
Thank you for your attention to this matter.

Sincerely,

Deborah T. Kochevar, DVM, PhD, DACVCP
Dean and Henry and Lois Foster Professor

CC: N. Crepeau, Grafton Police Chief
M. Gauthier, Grafton Fire Chief
K. Gwozdowski-Gauvin, Chair of Grafton Board of Health
N. Connor, Grafton Board of Health Office Manager
R. Mead, Director of Grafton Emergency Management Agency

S. Anwer, Professor and Associate Dean
S. Larson, Director of Environmental Health and Safety
G. McCune, Police Sergeant
M. Marketon, Biosafety Manager
J. Poteete, Senior Campus Planner



Melanie M. Marketon, PhD

Current Position

Biosafety Manager, Office of the Vice Provost for Research

9/2015-

Research Assistant Professor, Department of Molecular Biology and Microbiology

Tufts University

Previous Appointments

Research Associate and Postdoctoral Scholar, The University of Chicago, Chicago, IL.

2003-2006

- Trained in microbial pathogenesis; began working with *Yersinia* species; learned cell culture and animal models of infection; helped initiate work in the Select Agent Program at the University of Chicago.

Assistant Professor, Department of Biology, Indiana University, Bloomington, IN

2006-2015

- Developed an independent, externally funded research program focused on microbe-host interactions using *Yersinia pestis* as the model microbe.
- Oversaw the construction and certification of Indiana University's Select Agent Facility to work with fully virulent *Yersinia pestis*.
- Trained numerous lab personnel: undergraduate and graduate students, research associates, postdoctoral researchers.
- Participated in numerous committees, such as: Institutional Biosafety and Biohazard Committees, Select Agent Oversight Committee, Microbiology curriculum development, graduate thesis committees
- Course Instructor for undergraduate (Microbial Physiology Lab) and graduate (Microbial Pathogenesis) courses.

Experience

Biosafety Level 1

1997-2015

- Microbiological organisms: *Sinorhizobium meliloti*, *Escherichia coli*
- Other organisms: Plants (alfalfa), fruit flies, mice

Biosafety Level 2

2003-2015

- Microbiological organisms: *Yersinia pestis*, *Yersinia pseudotuberculosis*, *Yersinia enterocolitica*, *Enterobacter cloacae*
- Other organisms: Mice, mammalian tissue culture cells

Biosafety Level 3 (Select Agent)

2005-2010

- Microbiological organisms: *Yersinia pestis*
- Other organisms: Mice, rats, mammalian tissue culture cells

Laboratory Techniques/Manipulations

- Bacteriology (Plating, culturing, archiving bacterial stocks)

- Molecular biology (Cloning, transformations, chemical and error-prone PCR mutagenesis, DNA electrophoresis, southern blotting)
- Biochemistry (Protein purification and quantification, enzymatic analysis, protein electrophoresis, western blotting, thin layer chromatography, HPLC)
- Radiolabeling of proteins, DNA, N-acyl homoserine lactones (^{32}P , ^{33}P , ^{35}S , ^{14}C , ^3H)
- Cell culture manipulations (routine passaging of cell lines, transformation, bacterial infections, microscopy, immunophenotyping, flow cytometry)
- Animal manipulations
 - Fruit flies: General husbandry and bacterial infections via oral route
 - Mice: General husbandry; bacterial infections via intra-peritoneal, sub-cutaneous, or retro-orbital injections or intra-nasal inoculation; vaccinations via intramuscular injections; disease monitoring; blood collection via retro-orbital bleeds; anesthesia via isoflurane, ketamine/xylazine, or avertin; euthanasia via CO_2 asphyxiation and cervical dislocation, necropsy and post-mortem collection tissues such as lymph nodes, lungs, spleen and liver.
 - Rats: General husbandry; bacterial infections via intra-dermal injection or intra-nasal inoculation; vaccinations via intramuscular injections; disease monitoring; anesthesia via ketamine/xylazine; euthanasia via CO_2 asphyxiation and cervical dislocation, necropsy and post-mortem collection tissues such as lymph nodes, lungs, spleen and liver.

Biosafety Program Development and Management at Indiana University

2006-2015

- Was a member of Indiana University's Institutional Biosafety Committee and Institutional Biohazard Committee for three years: Performed risk assessments and reviewed protocols.
- Was an Alternate Responsible Official for the Indiana University Select Agent Program.
- Protocol development: Performed risk assessments and wrote lab-specific protocols for IBC and IAUCUC for all my work at BSL2/ABSL2 and BSL3/ABSL3.
- Member of Indiana University's Select Agent Oversight Committee: Assisted in development of institutional policies and procedures relating to the Select Agent Program at Indiana University.
- Safety training: I administered general biosafety training (BSL1 and BSL2) as well as lab-specific training for all my lab personnel. I helped to develop the standard operating procedures for working in the Select Agent lab and also participated in the training of lab personnel.
- Incident Response: I worked with the Biosafety Office and local health care providers to develop an incidence response plan for emergencies or injuries related to *Y. pestis* work at both BSL2 and BSL3, including participation in Emergency Incident Response Drills as part of the Select Agent Program. I am also familiar with the procedure for incident reporting to the NIH Office of Biotechnology and the Division of Select Agents and Toxins.

Education

B.S. in Biology: Microbiology, Minor in Chemistry, Mankato State University, Mankato, MN.

1997

magna cum laude

M.S. in Molecular and Cell Biology, The University of Texas at Dallas, Richardson, TX. 2000

Ph.D. in Molecular and Cell Biology, The University of Texas at Dallas, Richardson, TX. 2002

Thesis "Characterization of Quorum Sensing in *Sinorhizobium meliloti* and its Role in Symbiosis"

Specialized Training and Experience

- Biosafety Levels 1, 2, 3
- Animal Biosafety Levels 2, 3
- Blood-borne Pathogens
- Basic CPR
- Fire Extinguisher Use
- Powered Air Purifying Respirator Use
- Obtained Indiana Controlled Substance License for the use of ketamine as a mouse anesthetic
- Obtained authorization for use of Select Agents
- ABSA workshop (Mar. 2004): Principles and Practices of Biosafety
- ABSA workshop (Jan. 2010): Management Challenges of Safe Operation of BSL3/ABSL3 Facilities

Additional Academic Accomplishments and Contributions

Publications

1. Marketon, M.M. and J.E. González. 2002. Identification of Two Quorum Sensing Systems in *Sinorhizobium meliloti*. *J. Bacteriol.* 184: 3466-3475.
2. Marketon, M.M., M.R. Gronquist, A.E. Eberhard, and J.E. González. 2002. Characterization of *Sinorhizobium meliloti* *sinR/sinI* Locus: Production of Novel AHLs. *J. Bacteriol.* 184: 5686-5695.
3. Marketon, M.M., S.A. Glenn, A.E. Eberhard, and J.E. González. 2002. Quorum Sensing Controls Exopolysaccharide Production in *Sinorhizobium meliloti*. *J. Bacteriol.* 185: 325-331.
4. González, J.E. and M.M. Marketon. 2003. Quorum Sensing in Nitrogen-Fixing Rhizobia. *Microbiol. Mol. Biol. Rev.* 67: 475-494.
5. Marketon, M.M., R.W. DePaolo, K.L. DeBord, B. Jabri, and O. Schneewind. 2005. Plague Bacteria Target Immune Cells during Infection. *Science* 309: 1739-1741.
6. Sorg, J.A, N.C. Miller, M.M. Marketon, and O. Schneewind. 2005. Rejection of Impassable Substrates by *Yersinia* Type III Secretion Machines. *J. Bacteriol.* 187: 7090-7102.
7. DeBord, K.L., D.M. Anderson, M.M. Marketon, K.A. Overheim, R.W. DePaolo, N. Ciletti, B. Jabri, and O. Schneewind. 2006. Immunogenicity and protective immunity against bubonic plague and pneumonic plague by immunization of mice with the recombinant V10 antigen, a variant of LcrV. *Infect Immun.* 74: 4910-4.
8. Dewoody, R., P.M. Merritt, A.S. Houppert, and M.M. Marketon. 2011. YopK Regulates the *Yersinia pestis* Type III Secretion System from Within Host Cells. *Mol Microbiol.* 79:1445-61. PMID: PMC3210821
9. Houppert, A. S., E. Kwiatkowski, E. M. Glass, K. L. DeBord, P. M. Merritt, O. Schneewind, and M. M. Marketon. 2012. Identification of Chromosomal Genes in *Yersinia pestis* that Influence Type III Secretion and Delivery of Yops into Target Cells. *PLoS ONE* 7(3): e34039. doi:10.1371/journal.pone.0034039. PMID: PMC3316589
10. Dewoody, R., P.M. Merritt, and M.M. Marketon. 2013. Regulation of the *Yersinia* type III secretion system: traffic control. *Front Cell Infect Microbiol.* 3:4. DOI: 10.3389/fcimb.2013.00004. PMID: PMC3565153

11. Dewoody, R., P.M. Merritt, and M.M. Marketon. 2013. YopK Controls both Rate and Fidelity of Yop Translocation. *Mol Microbiol.* 87(2): 301-17. PMID: PMC3545096
12. Houppert, A. S., L. Bohman, P.M. Merritt, C.B. Cole, A. J. Caulfield, W. W. Lathem, and M. M. Marketon. 2013. RfaL is Required for *Yersinia pestis* Type III Secretion and Virulence. *Infect. Immun.* 81(4):1186-97. PMID: PMC3639585
13. Merritt, P.M., T. Nero, L. Bohman, S. Felek, E.S. Krukonis, and M.M. Marketon. 2014. *Yersinia pestis* targets neutrophils via complement receptor 3. *Cell. Microbiol.* doi: 10.1111/cmi.12391. [Epub ahead of print]
14. Zwack, E.E., A.G. Snyder, M.A. Wynosky-Dolfi, G. Ruthel, N.H. Philip, M.M. Marketon, M.S. Francis, J.B. Bliska, I.E. Brodsky. 2015. Inflammasome activation in response to the *Yersinia* type III secretion system requires hypertranslocation of translocon proteins YopB and YopD. *MBio* 6 (1), e02095-14.
15. Earl, S.C., M.T. Rogers, J. Keen, D.M. Bland, A.S. Houppert, C. Miller, I. Temple, D.M. Anderson, and M.M. Marketon. 2015. Resistance to innate immunity contributes to colonization of the insect gut by *Yersinia pestis*. *PLoS ONE* 10(7):e0133318. doi: 10.1371/journal.pone.0133318.

Grants

- NIH R01 AI107055 \$250,000/\$379,151 (Direct/Total, current year) 05/2013-04/2018
Project title: Bifunctional Control of Yop Translocation by YopK
Role: PI
- NIH R21 AI101242 \$281,614/\$439,318 (Direct/Total, 2 yrs) 02/2013-01/2015
Project title: "Development of a *Drosophila* model to study vector colonization by *Yersinia pestis*".
Role: PI
- Indiana University Faculty Research Support Program \$65,096 (Direct, 1.5 yrs) 09/2011-03/2013
Project title: "Development of a *Drosophila* infection model to study plague---insect vector dynamics".
Role: PI
- NIH R21 AI083660 \$272,635/\$401,781 (Direct/Total, 2 yrs) 07/2009-06/2011
Project Title: "Regulation of *Yersinia* Type III Secretion by YopK".
Role: PI
- Indiana University Faculty Research Support Program \$59,467 (Direct, 1.5 yrs) 06/2008-11/2009
Project title: "Environmental Regulation of Virulence Factors in Plague".
Role: PI
- NIH U54 AI57153 \$150,000 (Direct, 1.5 yrs) 09/2007-02/2009
Developmental Project Grant (DP36), NIH and The Great Lakes Regional Center of Excellence for Biodefense and Emerging Infectious Diseases Developmental Projects Program.
Project title: "Host Determinants Required for Target Cell Selection by *Yersinia pestis*".
Role: Project Director
- NIH U54 AI57153 \$110,000 (Direct, 2 yrs) 02/2004-02/2006
Postdoctoral Training Grant (CDP6), NIH Career Development Program and The Great Lakes Regional Center of Excellence for Biodefense and Emerging Infectious Diseases Research Program.
Project title: "Discovery of Plague Virulence Genes for Vaccine Studies".
Role: Project Director

Awards

- Travel Award, Wind River Conference 1999
- Travel Award, ASM General Meeting 2000
- Travel Award, Wind River Conference 2000
- Oral Presentation Award, University of Texas at Dallas Student Symposium 2000
- Travel Award, ASM Cell-Cell Communication Conference 2001

- Poster Presentation Award, University of Texas at Dallas Student Symposium 2001
- Oral Presentation Award, Wind River Conference 2002
- Harris Memorial Research Scholarship in Molecular and Cell Biology 2002
- Poster Presentation Award, University of Texas at Dallas Student Symposium 2002
- Poster Presentation Award, GLRCE Annual Meeting 2004

Service

- University (Indiana University)
 - Select Agent Facility Security Consultant for IU-School of Medicine 2014
 - Faculty Research Support Program Grant Reviewer 2011-2012
 - Select Agent Laboratory Oversight Committee 2010
 - Alternate Responsible Official for Select Agent Program 2009-2010
 - College of Arts and Sciences Graduate Student Travel Awards Committee 2009-2010
 - Search committee for Director of Biological Safety 2008-2009
 - Biohazard Committee 2008-2010
 - Institutional Biosafety Committee 2008-2010
 - Flow Cytometry Core Facility Oversight Committee 2006-2015
 - Select Agent Laboratory Planning Committee 2006-2009
- Department (Indiana University Biology)
 - Microbiology Faculty Search Committee 2014-2015
 - Microbiology Graduate Preliminary Examination Steering Committee 2014-2015
 - Microbiology Graduate Admissions Committee 2013-2014
 - Microbiology Floyd Fund Manager 2013-2015
 - Microbiology Research Discussions Co-Organizer 2012-2015
 - Microbiology Retreat Co-Organizer 2012-2014
 - Microbiology Faculty Search Committee 2010-2011
 - Biochemistry Admissions Committee 2010
 - Microbiology Faculty Opportunity Hire Committee 2009
 - Graduate Recruitment Weekend Committee 2008
 - Molecular Biology and Genetics Graduate Curriculum Committee 2007-2009
 - Microbiology Graduate Curriculum Committee 2007-2009
 - Graduate Recruitment Weekend Committee, Chair 2007
- Professional Community
 - Memberships
 - American Society for Microbiology
 - American Biological Safety Association
 - Guest appearance on Community Chats to inform local public about the new Indiana University Select Agent Facility, Bloomington IN
 - Participant on Infectious Disease Panel, Indiana Clinical and Translational Sciences Institute Annual Retreat, Purdue University
 - Conference Organizer
 - Co-organizer of 2015 Midwest Microbial Pathogenesis Conference in Indianapolis, IN
 - Co-convener for the Symposium session titled "Dangerous Cargo of Bacterial Translocation Systems" at the 2015 ASM General Meeting, New Orleans
 - Member of Midwest Microbial Pathogenesis Conference Organizing Committee
 - Manuscript Reviewer
 - Applied Soil Ecology
 - Cellular Microbiology
 - FEMS Pathogens and Disease

- Infection and Immunity
- International Journal of Molecular Sciences
- Journal of Bacteriology
- Journal of Medical Microbiology
- JOVE
- Microbial Pathogenesis
- Molecular Microbiology
- PLOS One
- PLOS Pathogens
- Textbook Reviewer
- NIH Grant Reviewer
- Presentations
 - On Campus
 - 2006 Molecular, Cellular, and Developmental Biology Research Seminar, "Molecular Mechanisms of Plague Pathogenesis".
 - 2007 Faculty Panel on Post-doctoral Positions, "How to Get There and What to Expect."
 - 2008 Medical Sciences Seminar, "Methods to the Madness: Approaches to Studying Plague Virulence Factors".
 - 2009 Biochemistry and Molecular Biology Seminar, "Dissecting YopK, a Novel Regulator of the Type III Secretion System Involved in Plague Pathogenesis"
 - 2011 IFLE (Integrated Freshman Learning Experience) Seminar, "*Yersinia pestis*: The Causative Agent of Plague"
 - 2011 Microbiology Seminar, "The *Yersinia pestis* Life Style: A Tale of Two Hosts"
 - 2011 Guest lecture on *Yersinia pestis* as a biohazard in SPEA E542: Hazardous Materials.
 - 2012 Guest lecture on *Yersinia pestis* as a biohazard in SPEA E542: Hazardous Materials.
 - 2013 Guest speaker on topic of graduate school in BIOL L299: Career Directions in Life Sciences.
 - 2013 Panelist for CITL (Center of Innovative Teaching and Learning) workshop on the use of Just-in-Time Teaching and Team-Based Learning methods, "Flipping the Class Mini-Conference".
 - 2013 Panelist for Microbiology Graduate Student Association session on perspectives and approaches to a scientific research poster.
 - 2013 Guest lecture on *Yersinia pestis* as a biohazard in SPEA E542: Hazardous Materials.
 - 2014 Lecture in 2014 Mini-University series for the public, "Bubonic Plague: A Dangerous but Cowardly Disease".
 - 2014 Panelist for biology faculty workshop: Designing and adapting scientific literature activities.
 - Scientific Meetings
 - 2000 Characterization of Quorum Sensing in *Rhizobium meliloti*. ASM General Meeting. Los Angeles, California.
 - 2000 Characterization of Quorum Sensing in *Sinorhizobium meliloti*. Wind River Conference on Prokaryotic Biology. Estes Park, Colorado.
 - 2002 Characterization of Quorum Sensing in *Sinorhizobium meliloti*. Wind River Conference on Prokaryotic Biology. Estes Park, Colorado.
 - 2005 Genes Required for Type III Secretion in Plague. National RCE Meeting. Galveston, Texas.
 - 2008 Characterization of YopK, a novel effector of *Yersinia* virulence. 15th Annual Midwest Pathogenesis Meeting. Madison, Wisconsin.
 - 2011 A Role for *rfaL* and ECA in *Yersinia pestis* Type III Secretion and Virulence. Wind River Conference on Prokaryotic Biology. Estes Park, Colorado.

- 2013 A New Model System to Analyze *Yersinia pestis* Colonization of Fleas. Wind River Conference on Prokaryotic Bioloy. Estes Park, Colorado.
- 2015 Fleas, Flies and Plague: Establishing a Niche in the Insect Gut. Indiana Branch ASM Meeting.
- Invited Seminars
 - 2006 The University of Texas at Dallas, Dept. Molecular and Cell Biology, Departmental Seminar, "Molecular Mechanisms of Plague Pathogenesis".
 - 2006 IUPUI, Dept. Microbiology and Immunology, Departmental Seminar, "Molecular Mechanisms of Plague Pathogenesis".
 - 2008 Indiana University School of Medicine Northwest, Departmental Seminar, "Know your Enemy: Molecular Basis for the Host-Microbe Interactions during Plague Infection".
 - 2008 Miami University, Ohio, Dept. of Microbiology, Departmental Seminar, "Kiss of Death: A look at the plague-host interface".
 - 2009 Northwestern University Feinberg School of Medicine, Department of Microbiology-Immunology, Departmental Seminar, "YopK: A Novel Regulator of the *Yersinia* Type III Secretion System".
 - 2010 Purdue University, Departmental Seminar, "Unraveling the Mystery: How Does YopK Control Injection of Host Cells During Plague Infection?".
 - 2010 Indiana State University, Departmental Seminar, "Regulation from within: A novel regulator of the *Yersinia pestis* type III secretion system".
 - 2010 Great Lakes Regional Center of Excellence for Biodefense and Emerging Infectious Disease, Poster Presentation and discussion at the GLRCE Center Evaluation Meeting, "Host Determinants Required for Target Cell Selection by *Yersinia pestis*".
 - 2013 University of Kentucky, Departmental Seminar, "Coordinated targeting of the *Yersinia pestis* type III secretion system: Attack the neutrophils!"
 - 2014 University of Nevada-Las Vegas, School of Life Sciences, "Neutrophil targeting during plague infection". **Invited by Las Vegas' Student Chapter of the American Society for Microbiology.
 - 2014 IU-School of Medicine, Dept. Microbiology and Immunology, Departmental Seminar, "A plague upon the neutrophils".
 - 2014 University of Louisville, Dept. Microbiology and Immunology, Departmental Seminar, "A plague upon the neutrophils".

Exhibit 6.1- 2. Tufts Emergency Telephone Numbers

Cummings School of Veterinary Medicine at Tufts University

Building 20: BSL-3 Suite

<i>Sam Telford</i>	<i>(Office)</i>	<i>(508) 887-4236</i>	<i>Building 20 200 Westboro Road North Grafton, MA</i>
<i>Principal Investigator</i>	<i>(Cell)</i>	<i>(508) 717-7774</i>	
	<i>(Pager)</i>	<i>(508) 312-5575</i>	
	<i>(Home)</i>	<i>(508) 845-2308</i>	
	<i>(Email)</i>	<i>sam.telford@tufts.edu</i>	

<i>Heidi Goethert</i>	<i>(Office)</i>	<i>(508) 887-4790</i>
<i>Research Associate</i>	<i>(Cell)</i>	<i>(617) 270-6606</i>
	<i>(Home)</i>	<i>(508) 845-2308</i>

Building 21: BSL-2 SA Toxin Suite

<i>Jean Mukherjee</i>	<i>(Office)</i>	<i>(508) 887-4756</i>	<i>Building 20 200 Westboro Road North Grafton, MA</i>
<i>Principal Investigator</i>	<i>(Cell)</i>	<i>(774) 242-8178</i>	
	<i>(Home)</i>	<i>(508) 845-2308</i>	
	<i>(Email)</i>	<i>jean.mukherjee@tufts.edu</i>	

New England Regional Biosafety Laboratory

<i>Sam Telford</i>	<i>(Office)</i>	<i>(508) 887-4236</i>	<i>Building 20 200 Westboro Road North Grafton, MA</i>
<i>RBL Director</i>	<i>(Cell)</i>	<i>(508) 717-7774</i>	
	<i>(Pager)</i>	<i>(508) 312-5575</i>	
	<i>(Home)</i>	<i>(508) 845-2308</i>	
	<i>(Email)</i>	<i>sam.telford@tufts.edu</i>	

<i>Donald Girouard</i>	<i>(Office)</i>	<i>(508) 887-4748</i>	<i>Building 20 200 Westboro Road North Grafton, MA</i>
<i>RBL Operations Manager</i>	<i>(Cell)</i>	<i>(508) 612-8248</i>	
	<i>(Home)</i>	<i>(774) 293-1219</i>	
	<i>(Email)</i>	<i>donald.girouard@tufts.edu</i>	

Director of the Division of Infectious Disease

<i>Saul Tzipori</i>	<i>(Office)</i>	<i>(508) 839-7955</i>	<i>Building 20 200 Westboro Road North Grafton, MA</i>
<i>Principal Investigator</i>	<i>(Email)</i>	<i>saul.tzipori@tufts.edu</i>	

Director of Emergency Management

<i>Geoffrey C. Bartlett</i>	<i>(Office)</i>	<i>(617) 627-3149</i>	<i>Dowling Hall 419 Boston Ave Medford, MA</i>
		<i>(617) 627-3030</i>	
	<i>(Cell)</i>	<i>(617) 771-5731</i>	
	<i>(Email)</i>	<i>geoffrey.bartlett@tufts.edu</i>	

Responsible Official (RO)

<i>Stephen Larson</i>	<i>(Office)</i>	<i>(617) 636-2193</i>	<i>Posner Hall</i>
<i>Director, EHS</i>	<i>(Cell)</i>	<i>(617) 308-3874</i>	<i>200 Harrison Ave</i>
	<i>(Email)</i>	<i>stephen.larson@tufts.edu</i>	<i>Boston, MA</i>

Alternate Responsible Official (ARO)

<i>Melanie Marketon</i>	<i>(Office)</i>	<i>(508) 887-4450</i>	<i>Building17</i>
<i>Biosafety Manager</i>	<i>(Cell)</i>	<i>(617) 201-2579</i>	<i>200 Westboro Road</i>
	<i>(Email)</i>	<i>melanie.marketon@tufts.edu</i>	<i>North Grafton, MA</i>

Biosafety Officer

<i>Melanie Marketon</i>	<i>(Office)</i>	<i>(508) 887-4450</i>	<i>Building17</i>
<i>Biosafety Manager</i>	<i>(Office)</i>	<i>(617) 636-0969</i>	<i>200 Westboro Road</i>
	<i>(Cell)</i>	<i>(617) 201-2579</i>	<i>North Grafton, MA</i>
	<i>(Email)</i>	<i>melanie.marketon@tufts.edu</i>	

Tufts Operations

<i>Emergency</i>	<i>(508) 839-5303 (on campus x66911)</i>
<i>Tufts Police (non-emergency)</i>	<i>(508) 887-4900</i>
<i>Environmental Health & Safety</i>	<i>(617) 636-3615 (or call Tufts Police)</i>

6.1.1. List of BSL-3 Agents and Select Agents and Toxins Present at Tufts Cummings School of Veterinary Medicine

6.1.1.1. Bacteria

Bacillus anthracis—Used for research involving pathogenesis studies.

Burkholderia mallei—Currently not on-site.

Burkholderia pseudomallei—Currently not on-site.

Francisella tularensis—Used for research involving epidemiologic and diagnostic studies.

Mycobacterium tuberculosis—Used for research involving pathogenesis studies.

Orientia tsutsugamushi—Used for research involving pathogenesis studies.

Rickettsia amblyommii—Used for research involving pathogenesis studies.

6.1.1.2. Viruses

Eastern Equine Encephalitis Virus—Available for research use; currently in storage.

Powassan Virus—Used for research involving pathogenesis studies.

West Nile Virus—Available for research use; currently in storage.

6.1.1.3. Toxins

Botulinum Neurotoxin—Used for research involving therapeutics development.

Ricin—Used for research involving therapeutics development.

6.1.2. BSL-3 Agents and Select Agent and Toxins Present at Tufts Cummings School of Veterinary Medicine

Agent	Biosafety Level ¹	Select Agent	On Site	Use ²	Indigenous to MA	Reservoir	Species Affected	Transmission Between Humans & Animals ³	Transmission or Exposure Route				Vector Borne
									Contact	Ingestion	Inhalation	Inoculation via Wound	
Bacteria													
<i>Bacillus anthracis</i>	2,3	Y	Y	R	Y	Environment	Many	A-H	✓	✓	✓		
<i>Burkholderia mallei</i>	3	Y	N	R	N	Horses, donkeys and mules	Many, primarily solipeds	A-H	✓	✓	✓	fly	
<i>Burkholderia pseudomallei</i>	3	Y	N	R	N	Environment	Many	Unlikely	✓	✓	✓		
<i>Francisella tularensis</i>	2,3	Y	Y	R	Y	Hares Rabbits	Many	A-H	✓	✓	✓	Tick	
<i>Mycobacterium tuberculosis</i> ⁴	3	N	Y	R	Y	Humans	Humans Primates	A-H	✓	✓	✓		
<i>Orientia tsutsugamushi</i>	3	N	Y	R	N	Rodents	Humans	A-H	✓	✓	✓	Mite	
<i>Rickettsia amblyommii</i>	3	N	Y	R	Y	Unknown	Humans	A-H	✓	✓	✓	Tick	
Viruses													
Eastern Equine Encephalitis Virus	3	Y	Y	R	Y	Birds	Birds Horses Humans	A-H					Mosquito
Powassan Virus	3	N	Y	R	Y	Woodchuck	Humans	A-H					Tick
West Nile Virus	3	N	Y	R	Y	Birds	Birds Horses Humans	A-H					Mosquito
Toxins													
Abrin	2	Y	N	R	N	Rosary pea	Many	Unlikely	✓	✓	✓		
Botulinum Neurotoxin	2	Y	Y	R	Y	<i>Clostridium botulinum, C. butyricum</i>	Many	Unlikely	✓	✓	✓		
Ricin	2	Y	N	R	N	Castor bean	Many	Unlikely	✓	✓	✓		

¹Biosafety Level designation is based on Appendix B of the NIH Guidelines for Research Involving Recombinant DNA.

²T=Teaching, R=Research. See Exhibit 6.1-1 (b) for additional details.

³A-H=Animal to Human; H-A=Human to Animal.

⁴Laboratory strains as well as clinical isolates have been obtained. Some clinical isolates are resistant to one or more drugs. The extensively drug resistant (XDR) strains are for storage only.

The Board will make a motion to appoint Dave Crouse and Brian Szczurko at Grafton's Town Boundary Delineation Representatives.

If the Board is in agreement, the Board will vote to sign the special Town Meeting Warrant for February 8, 2016.

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF GRAFTON
SPECIAL TOWN MEETING WARRANT
February 8, 2016
7:00 PM**

Worcester, ss:

To Either of the Constables of the Town of Grafton, in the County of Worcester.

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the Inhabitants of the Town of Grafton, qualified to vote in elections and Town affairs, to meet in the Grafton High School located at 24 Providence Road on Monday, the Eighth (8) Day of February, 2016 at Seven (7:00) PM to act on the following articles, to wit:

ARTICLE 1. TO GRANT THE BOARD OF SELECTMEN THE AUTHORITY TO PARTICIPATE IN A CONTRACT, OR CONTRACTS TO AGGREGATE THE ELECTRICITY LOAD OR THE RESIDENTS AND BUSINESS IN TOWN.

To see if the Town will vote to grant the Board of Selectmen pursuant to G.L. c.164, 134 the authority to research, develop and participate in a contract, or contracts to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with the other municipalities, retaining the right of individual residents and business to opt out of the aggregation, or act or do anything relation thereto.

Submitted by: Town Administrator

And you are directed to serve this Warrant by posting up an attested copy thereof in some conspicuous place in each of the precincts of the Town at least fourteen days before said meeting.

Hereof fail not and make due return of this Warrant, with your doings thereon to the town Clerk, at the time and place of meeting as aforesaid.

Given under our hands this _____ day of January in the year of our Lord Two Thousand Sixteen.

BOARD OF SELECTMEN

Craig Dauphinais, Chairman

Jennifer Thomas, Vice Chairman

Bruce Spinney, III, Clerk

Dennis D. Flynn

Brook Padgett

A TRUE COPY,
ATTEST:

January _____ 2016

I have complied with the requirements of the above Warrant and with the Town of Grafton By-laws by posting an attested copy of the Warrant in some conspicuous place in each of the precincts of the Town on the above date.

Constable of Grafton

If the Board is in agreement, the Board will vote to sign the VHB contract for roadway and drainage improvements along Adams Road and Institute Road.

These are two roads slated for work with stabilization money for FY17

TOWN OF GRAFTON

DATE: JANUARY 5, 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

VHB, INC
Attn: John Bechard
Union Station, Suite 219
2 Washington Square
Worcester, MA 01604
Tel #508-752-1001
Fax # 508-752-1276

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

Professional engineering design services for roadway and drainage improvements along Adams Road and Institute Road as more fully described in the contractor's proposals dated September 17, 2015.

2. The Contract price to be paid to the Contractor by the Town is: \$93,620.00

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$93,620 as more fully set forth in the Contractor Documents.

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

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

4. Definitions:

4.1 **Contract Documents:** All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 **Date of Substantial Performance:** The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 **Services:** shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 **Work:** The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before April 1, 2016 unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

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

8. Termination and Default:

8.1 **Without Cause.** The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 **For Cause.** If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 **Default.** The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this

Contract, including “Damages” including but not limited to costs, attorney’s fees or other damages resulting from said breach (“Damages”) as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk’s Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage;

N/A

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise out of any negligent act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable for all claims arising out of other than professional services, the Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

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

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 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.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$1 Million annual aggregate for property damage and \$1 Million per person and \$1 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the

Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

N/A

30. The Town hereby agrees to the fullest extent permitted by law, VHB's total liability to Town and any persons or entities claiming by, through or under the Town, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).

31. Notwithstanding any other provisions of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Town or VHB, or their employees, sub-consultants, or sub-contractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption;

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

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

If the Board is in agreement, the Board will vote to sign the Chapter 90 application for work on Worcester Street between Snow Road and Carroll Road.

* VHB will provide additional engineering services to the Town of Grafton ("Client") for the preparation of concept plans for the reconstruction of Worcester Street, from Snow Road to Carroll Road. These plans will be included in the Project Need Form (PNF) previously prepared and submitted to the Massachusetts Department of Transportation (MassDOT) District 3 office (D8) for their review and approval. The following scope of work has been provided.

This task includes preparing conceptual plans of potential improvements along the project corridor. These plans will be developed utilizing available GIS and/or aerial mapping and superimposing proposed concept level design graphics for review and comment by both the CLIENT and D3. This task will also include revisions to these plans as a result of their review and any subsequent comments received.

CHAPTER 90 – PROJECT REQUEST

8/2012

updated

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

CONTRACT

50813

Classification: _____

Primary Road: _____

Local Road: _____

City/Town: Grafton

Location(s): Worcester Street from Carroll Road to Snow Road

Length: _____ feet Width: _____ feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

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

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

SCOPE OF WORK:

Consultant services to prepare conceptual plans for inclusion in a PNF

WORK TO BE DONE:

Force Account: Advertised Contract: Other: On-call services

Estimated Cost (Please attach estimate and list funding source(s)): \$ 14,100.00

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

CERTIFICATION

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

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

Signed: <u>Brian Szymski</u> _____
<u>ENGINEER</u> <u>12/30/15</u>
Highway Official's Title Date
Accounting Official's Title Date
Date Duly Authorized Municipal Officials



CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Grafton MassDOT Highway District # 3

Proposed Work:
 Construction _____ Resurfacing _____ Improvement _____ Engineering X Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes _____ No ✓
 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes _____ No ✓
 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No ✓
 4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No ✓
 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes _____ No ✓
 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
 If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No ✓
 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
 If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes _____ No ✓
 8. Have all necessary takings, easements, rights of entry, etc. been completed?
 If a county Hearing is required, it must be held prior to starting work Yes _____ No ✓
 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated?* Yes _____ No ✓
 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)?*
 If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes _____ No ✓
 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes _____ No ✓
- * See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
	<i>Ben Sygdo</i>
	<i>Engineer</i>
	Highway or Conservation Officer's Title
Signatures	Signatures
Date	Date <i>12/30/15</i>

This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.



Ref: 12799.00
December 18, 2015
Page 2

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated 6/17/2014.

Vanasse Hangen Brustlin, Inc. Authorization

By John J. Bechard
Print JOHN J. BECHARD
Title Sr. Principal
Date 12/18/15

Client Authorization *(Please sign original and return)*

By _____
Print _____
Title _____
Date _____

If the Board is in agreement the Board will vote to sign the Memorandum of Understanding for the Cable Oversight Committee.



TOWN OF GRAFTON

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

Memorandum of Understanding
(Old Grafton Police Station)
26 Providence Rd
Grafton, MA 01519

Background: The Grafton Cable Television Oversight Committee (hereinafter referred to as the "Committee") is exploring the possibility of using the former police station located at 26 Providence Road, Grafton, MA for Grafton Community Television's headquarters, studios and offices. Accordingly, the Committee is engaging an architectural firm which will prepare a feasibility study on the old police station for above stated purposes. Upon completion of the feasibility study and upon a review of additional factors including build-out costs and financing, the Committee may (or may not) conclude that the old police station could be used by Grafton Community Television.

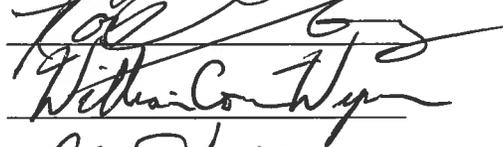
Interim Agreement – Feasibility Study Period until June 30, 2016: While the Committee is conducting the feasibility study and evaluating the possible conversion of the old police station to Grafton Community Television's headquarters, Grafton Community Television agrees to pay monthly rent (through an accounting offset to the Cable Fund Account) in the amount of One Thousand Two Hundred (\$1,200.00) dollars per month, payable on the first of each month. In addition to the monthly rent, the Grafton Community Television will assume responsibility for payment of utilities for the building. The Town will continue to provide snow plowing and sanding for the building and to access the petroleum tanks and pumps at the site.

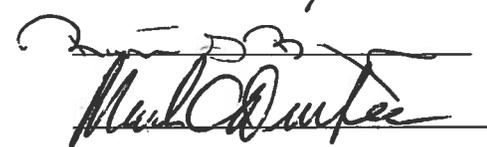
Long Term Agreement – Relocation of GCTV Headquarters: Should the Committee decide that it would be feasible to relocate Grafton Community Television's headquarters to the old police station and if the Committee is able to obtain the necessary funding for renovations, the Committee and the Board of Selectmen will enter into a ten (10) year lease on the building at a monthly rental rate of One Thousand Two Hundred (\$1,200.00) dollars per month. In addition to the monthly rent, Grafton Community Television will assume responsibility for payment of utilities for the building. The Town will continue to provide snow plowing and sanding as it deems appropriate in order to access the petroleum tanks and pumps at the site. Grafton Community Television will make such repairs as the Building Inspector reasonably requires prior to occupying the Old Police Station. Grafton Community Television may undertake at its sole cost and expense renovations of the building, provided, however, that such work is performed in accordance with all applicable building codes, no such work is performed without the prior notice to and approval by the Board of Selectmen and Grafton Community Television shall cause to be discharged all mechanic's or material men's liens placed on the Old Police Station on account of the construction of such buildings and improvements. Unless otherwise agreed to by the Board of Selectmen, all alterations, improvements and new construction shall remain as leasehold improvements and an integral part of the old police station should Grafton Community Television cease occupation.

The Board of Selectmen shall have the right at any time and from time to time, with reasonable advance notice, to enter the old police station for any purpose including the right to inspect and monitor activities hereunder. The Board of Selectmen shall not exercise this right of entry in a manner that interferes with Grafton Community Television's use and occupancy of the old police station.

TOWN OF GRAFTON
By its Board of Selectmen

GRAFTON CABLE OVERSIGHT COMMITTEE



William Conroy

Robert Schmitt

Mark Dunfee

Date: _____

If the Board is in agreement, the Board will vote to sign the Location Initiative Program Compliance Certificate. See memo attached from Ann Morgam.

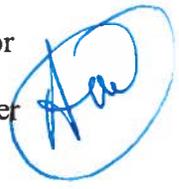


PLANNING DEPARTMENT

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

MEMORANDUM

TO: Tim McNerney, Town Administrator

FROM: Ann Morgan, Assistant Town Planner 

DATE: December 28, 2015

SUBJECT: 60 Flint Pond Drive – Affordable Housing – Compliance Certificate

Per your request I have reviewed the documentation pertaining to the resale of the affordable unit at 60 Flint Pond Drive. The original owner, Melissa Day, purchased the unit which was created as part of a 40B / Local Initiative Program (LIP). The unit is one of several affordable units located within the development as per the LIP requirements.

The owner is in the process of selling the unit under the requirements set forth by the affordable housing deed rider which requires that the unit be sold to another affordable buyer who qualifies under the State's Chapter 40B guidelines. The Department of Housing and Community Development (DHCD) is the monitoring agent for the Flint Pond Estates development. They are responsible for ensuring that the resale of affordable units meets State requirements.

Correspondence from Deschenes & Farrell, P.C. received on December 16, 2015 is requesting that the Board of Selectmen acknowledge the sale of the unit from the current owner to a new, qualified affordable owner as certified by DHCD. This acknowledgement, Compliance Certificate, is required as part of the deed rider for the new owners.

Section 9 of the Deed Rider lists the Board of Selectmen as the Town's agent for any action pertaining to the resale of this affordable unit. The sale of the unit cannot proceed without the Selectmen taking action. By signing the Compliance Certificate the Selectmen are acknowledging the sale of the affordable unit from the current owner to another who has certified by DHCD as an affordable buyer. Refusing to sign the Certificate essentially halts the sale of the unit.

DESCHENES & FARRELL, P.C.

ATTORNEYS AT LAW

515 Groton Road, Suite 204
Westford, Massachusetts 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

Douglas C. Deschenes
Kathryn Farrell
*Melissa E. Robbins **

** Admitted in MA and NH*

December 16, 2015

Ms. Laura St. John-Dupruis
Grafton Municipal Center
30 Providence Road
Grafton, MA 01519

RE: 60 Flint Pond Drive, Unit Grafton, MA
Compliance Certificate

Dear Ms. St. John-Dupruis;

Enclosed, please find the original Compliance Certificate from the Department of Housing and Community Development.

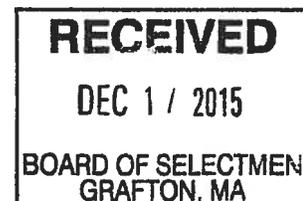
Please have signed at the Selectmen Meeting on January 5, 2015 and return the original to me for recording.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,

Cheryl Skaltsas
Real Estate Department
DESCHENES & FARRELL, P.C.

Enclosure
cas



LOCAL INITIATIVE PROGRAM

COMPLIANCE CERTIFICATE

The undersigned, being the _____ of the Town of Grafton (the "Municipality") and being the Chief Executive Officer of the Municipality, as that term is defined in regulations promulgated at 760 CMR 56.00 et seq. (the "regulations") which establish the Local Initiative Program (LIP), and the undersigned, being the Undersecretary of the Department of Housing and Community Development, the successor agency to the Executive Office of Communities and Development, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007 with all powers of said executive office and department, or being the Undersecretary's duly authorized designee, ("the Undersecretary"), certify as follows with respect to a certain deed rider annexed to and made part of that certain Deed from Westwood Associates, Inc. to Melissa E. Day ("Seller") dated September 17, 2009, recorded with the Worcester District Registry of Deeds ("Registry"), in Book 44855, Page 363 (the "Existing Deed Rider"):

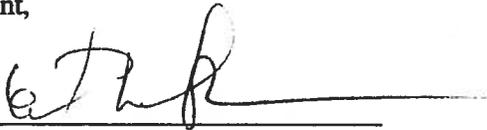
1. The Property referred to herein is the Property described in the Deed. The Property address is 60 Flint Pond Drive, Grafton, MA 01536.
2. Ilhame Karachi and Nabil Niyaki is(are) the [check one] Eligible Purchaser(s) [] Ineligible Purchaser(s) of the Property (the "Purchaser").
3. The total consideration to be paid to the Seller for the purchase of the Property is \$161,990.00. The total consideration to be paid by the Purchaser for the purchase of the Property is \$165,229.00 (\$161,990.00 plus 2% resale fee). The Resale Price Multiplier to be used in subsequent transactions is 1.98.
4. The conveyance of the Property by the Seller to the Purchaser is in compliance with the rights, restrictions, covenants and agreements contained in the Existing Deed Rider.
5. The Purchaser of the Property have executed a new deed rider with respect to the Property (the "New Deed Rider") which is satisfactory in form and substance to the Department of Housing and Community Development ("DHCD") and the Municipality.
6. The Municipality and the Undersecretary hereby acknowledge and confirm that upon the conveyance of the Property by the Seller to the Purchaser, the recording of the New Deed Rider executed by the Purchaser more fully described in Paragraph 5 hereof, and the recording of this Compliance Certificate, the rights, restrictions, agreements, and covenants contained in the Existing Deed Rider shall be null and void.
7. All defined terms used herein shall have the definitions set forth in the Existing Deed Rider unless otherwise defined herein.

Executed as a sealed instrument this ____ day of _____, 20__.

Town of Grafton,
acting by and through its Chief Executive Officer

Its _____

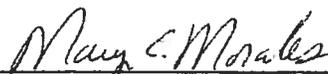
The Undersecretary of the
Department of Housing and Community
Development,

By: 
Catherine Racer, Associate Director
Duly Authorized Designee

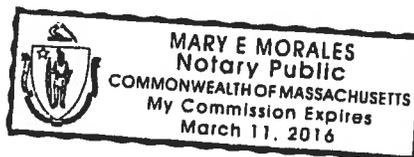
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 11 day of December, 2015, before me, the undersigned Notary Public, personally appeared Catherine Racer, Associate Director of the Department of Housing and Community Development (DHCD), duly authorized designee of the Undersecretary, and proved to me, through satisfactory evidence of identification, which was my personal knowledge, that she is the person whose name is signed on the foregoing Compliance Certificate and acknowledged to me that she signed it voluntarily for its stated purpose and that it is the free act and deed of DHCD.



Notary Public
My Commission Expires: 3/11/2016



COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, Chief Executive Officer of the Town of Grafton, and proved to me, through satisfactory evidence of identification which was _____, that he/she is the person whose name is signed on the foregoing Compliance Certificate and acknowledged to me that he/she signed it voluntarily for its stated purpose and that it is the free act and deed of the Town of Grafton.

Notary Public

My Commission Expires:

The Board will discuss the Boulevard.

The Board of will discuss properties that are suitable for affordable housing.

The Board will discuss encouraging greater voter participation.