



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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

BOARD OF SELECTMEN
MEETING AGENDA
October 4, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) [Steve Lisauskas from WasteZero -Textile Recycling Contract](#)
- b) John Bechard - DPW Building Committee

2. APPOINTMENTS

- a) Town Administrator
 - i. [Part-Time Police Dispatcher – Lindsay Carroll](#)
- b) Board of Selectmen
 - i. [Community Representative Appointment to Institutional Biosafety Committee - Vote to appoint new member](#)
 - ii. [Joint Appointment – Library Board of Trustees – Kristi Lutjelusche](#)

3. RESIGNATIONS

4. NEW BUSINESS

- a) [Vote to Approve One Day Beer & Wine License - Cummings School of Veterinary Medicine at Tufts University – October 7, 2016](#)
- b) [Vote to Approve One Day Beer & Wine License – Community Harvest Project – November 6, 2016](#)
- c) [Vote to Sign Warrant for the State Election – November 8, 2016](#)

- d) [Vote for Chair to Sign renewal to the Central Massachusetts Veterans' Service District](#)
- e) [Vote for Chair to Sign MIIA Membership Agreement](#)
- f) [Vote to Sign Town Policy on Naming Town Owned Property](#)
- g) [Vote to Sign Marijuana Host Agreement & Letter of Non Opposition](#)
- h) [Vote to notify Assessor to raise \\$1.5 million for Roads Stabilization](#)
- i) [Vote to Approve Conservation Restriction and Public Trail Easement](#)
- j) [Vote to Exercise Right of First Refusal – Chapter 40B, 30 Tulip Circle](#)
- k) [Vote to Close Roads per Chief of Police – Eschelbacher 5k Memorial Walk/Run, November 12, 2016](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) Public Comments

8. MEETING MINUTES - None

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

Curbside Textiles Recycling



Textiles make up 5.6% of the trash disposed of in Massachusetts every year

While 95% of textiles can be reused or recycled, only 15% are captured today

Simple Recycling – a WasteZero partner – offers free curbside collection and recycling of textiles and small home goods.

Simple Recycling's service is:

Free

There is no cost to the Town or residents; bags, collection, and recycling are all free

Turn-Key

Launch, communication, and logistics are all handled for you

Easy

Simple's trucks just follow your existing recycling routes and collect the bags residents set out

Financially Beneficial

You save on disposal costs & receive \$20 per ton for textiles collected

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this 4th day of October, 2016, (the "Date of Execution") by and between the Town of Grafton, Massachusetts a municipal corporation with an address at 30 Providence Road, Grafton, MA 01519 (herein referred to as "TOWN"), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together which with its successors and assigns, herein referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, TOWN desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill or are disposed of in an incinerator; and

WHEREAS, TOWN has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the TOWN'S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and TOWN (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of three (3) years (the "Initial Term"). At the end of the Initial Term Contractor and TOWN have the right to renew for additional three (3) year terms upon mutual agreement (each such term an "Extension Term" and collectively, the "Term"). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term or any Extension Term, the Term shall automatically renew for an unlimited number of three-year terms. During the Term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the TOWN'S Service Area through municipal contracted pick up.

2. **Contractor's Program Commencement.** During the Term, Contractor agrees to begin providing program services on the earlier of the following: (1) a date no later than the ___ day of _____, 20___, or; (2) a date on which Contractor provides written notice to TOWN that sufficient population density has been achieved in a Service Area to support program services (the "Date of Commencement"). In either event, the Date of Commencement will be no later than twelve (12) months from the Date of Execution of this Agreement. On the Date of Commencement, Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within TOWN and the Service

Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement.

3. Collection Procedures. During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to TOWN.

4. Ownership. Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

5. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within five (5) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

6. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

7. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with TOWN collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing TOWN recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

8. Missed Collections and Complaints. Service Recipients shall be instructed by TOWN to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

9. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by TOWN, which approval shall not be unreasonably withheld (the "Program Brochure").

10. Contractor's Fee. Contractor shall pay to TOWN a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the TOWN'S portion of the Service Area. Payments shall be made to TOWN not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day.

11. Publication Information and Education Program. TOWN shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of TOWN public information shall be coordinated with and approved by Contractor. Contractor may prepare and distribute its own promotional materials subject to TOWN approval, which approval shall not be unreasonably withheld. Contractor shall participate in TOWN directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with TOWN for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
- e. Provide advice to TOWN on promotion and education material content and presentation.

12. Telephone and Customer Service. Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on a log kept by Contractor.

13. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

14. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the Commonwealth of Massachusetts, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless TOWN from all damages (except for damages caused by TOWN'S own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Ohio. The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) TOWN, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

(ii) Contractor's insurance coverage shall be primary insurance as TOWN, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by TOWN, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TOWN, its officers, officials, employees, or volunteers.

(iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor

reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to TOWN.

15. **Indemnification and Hold Harmless.** Except for TOWN'S own negligence, willful misconduct or failures, Contractor shall save, keep, and hold harmless TOWN, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and TOWN, its members, officers, employees, and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

16. **Compliance with Law.** Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of the Commonwealth of Massachusetts, the United States of America, or TOWN pertaining to the services to be performed hereunder.

17. **Taxes.** Contractor agrees to save TOWN harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for TOWN.

18. **Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

19. **Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to TOWN.

20. **Inspections.** Upon reasonable advanced request to Contractor, TOWN may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, TOWN may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. TOWN agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection and shall indicate the reasonable basis for requesting the inspection.

21. **Meetings and Communications.** In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the Parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the Parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. TOWN shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

22. **Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

23. **Termination and Breach.** Either party may terminate this Agreement without cause upon one hundred eighty (180) days written notice. Should TOWN elect to terminate this Agreement without cause under the aforementioned provisions or if Contractor terminates this agreement for-cause, TOWN shall not enter into any other Soft Recyclables program in the TOWN'S Service Area for a period of three (3) years unless undertaken with the Contractor, unless said restriction is waived in advance, in writing by the Contractor. However, should TOWN elect to terminate this Agreement for-cause due to an uncured breach by the Contractor, TOWN shall not be precluded from entering into any other agreement for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event TOWN is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by TOWN.

24. **Severability.** Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

25. **Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or

employee of TOWN. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to TOWN employees and Contractor expressly waives and claim it may have or acquire to such benefits.

26. **No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party.

27. Definitions.

a. Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

b. Container: The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

c. Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by TOWN and Contractor.

d. Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

e. Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

f. Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Ohio statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

g. Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the TOWN recycling holiday schedule.

h. Residential Customer: The term "Residential Customer" means an individual or individuals residing in a living space rented, leased or owned.

i. Service Area: The term "Service Area" means the municipal corporate limits of TOWN plus, if necessary, one or more adjacent municipalities within a forty (40) mile radius with a minimum of forty thousand (40,000) households and be scalable to a minimum of one hundred thousand (100,000) households within a forty (40) mile radius, based on the municipalities' collection censuses. The Service Area will encompass all of TOWN'S trash and recycling collection area, as it may be amended from time to time.

j. Service Recipients: The term "Service Recipients" means Residential Customers of TOWN in the Service Area.

k. Soft Recyclable: The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, cameras, lamps, hairdryers, tools, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

28. Service Modifications. To avoid confusion with the TOWN'S existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and TOWN agree to discuss this service modification at the quarterly meetings set forth under Section 21 herein, with a goal of allowing the Contractor to collect and recycle these materials for the TOWN as soon as practicable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Date of Execution first written above.

TOWN OF GRAFTON
By its Board of Selectmen

Great Lakes Recycling, Inc.
d/b/a Simple Recycling
By Adam Winfield, President

If the Board is in agreement, the Board will vote to sign the Textile Recycling Contract with Great Lakes Recycling, d/b/a Simple Recycling, a partner of WasteZero.

Motion:

Ms. Chairwoman:

I move the Board vote to sign the Textile Recycling Contract with Great Lakes Recycling, d/b/a Simple Recycling.



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519
Telephone: (508) 839-8517 • Fax: (508) 839-8562

Normand A. Crepeau, Jr.
Chief of Police

DATE: September 27, 2016
TO: Timothy P. McInerney - Town Administrator
SUBJECT: Recommendation for Part-Time Public Safety Dispatcher

As you are aware, the Grafton Police Department has been recruiting for qualified individuals to supplement the pool of part-time public safety dispatchers.

Lindsay Carroll has been training with the Grafton Police Department on her own time in the hope of becoming a part-time dispatcher. Lindsay has obtained all requisite qualifications for public safety dispatcher including PowerPhone Emergency Medical Dispatch, E-911 Vesta Pallas/Next Gen training, APCO Public Safety Telecommunicator 1 and CPR certifications.

Based on reviews from dispatchers who have worked with Lindsay while she was training, I recommend that Lindsay J. Carroll of 32 Morgan Drive, North Grafton be appointed as a part-time public safety dispatcher for the Grafton Police Department.

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

Attachments

**Association of Public-Safety
Communications Officials - International, Inc.
APCO Institute**

Public Safety Telecommunicator 1, 7th Edition

Public Safety Telecommunicator 1, 7th Edition is certified by APCO International as meeting and exceeding the Industry accepted National basic training standards for Public Safety Telecommunicators

In recognition of having completed the requirements of the APCO Institute Public Safety Telecommunicator 1, 7th Edition course, APCO Institute hereby awards certification to:

Lindsay Carroll

Completed: 08/12/2016

Expires: 08/12/2018

40 Credit Hours

Certificate #: INS-44655-00008


Julie Ray, Institute Director


APCO
International
Leaders in Public Safety Communications*

Certificate of Achievement

On Recommendation Of The Faculty
PowerPhone Has Conferred The Certificate Of

EMERGENCY MEDICAL DISPATCH

to

Lindsay J. Carroll

Who has satisfactorily completed a course of study prescribed for Certification and honorably fulfilled all of the specified requirements

This 24th Day of August, 2016



CMS
Christopher M. Salafia
President & CEO

Gary S. Moore, Dr.P.H.
Gary S. Moore, Dr.P.H.
Director of Training

Credit Hours: 24



Commonwealth of Massachusetts
Massachusetts Department of Criminal
Justice Information Services



CERTIFICATE OF COMPLETION

This is to certify that

Lindsay Carroll

has successfully completed CJIS and NCIC training
and has passed the online certification examination

James F. Slater, III
Acting Commissioner
CJIS Systems Officer

September 22, 2016

Date Certification Completed

HEALTHCARE PROVIDER HEALTHCARE PROVIDER

Healthcare
Provider



Training Center Name MPTC TC ID # MA00752

TC Info Western MA MPTC

Course Location 1 Armory Sq Springfield

Instructor Name Sgt. Matthew Mulo Inst. ID # 0mp07122

Holder's
Signature

Lindsay Carroll

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

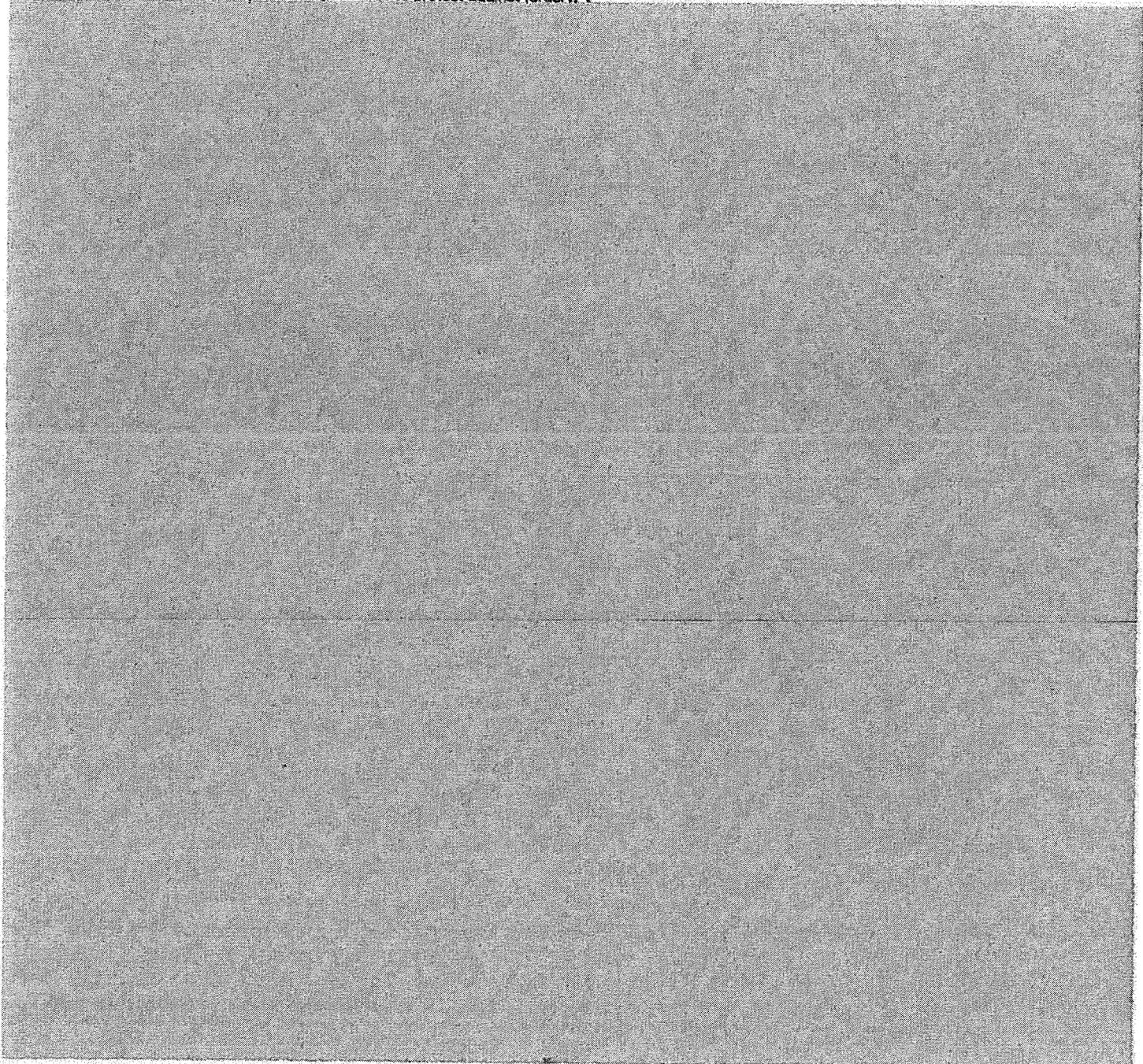
Issue Date 8/28/15

Recommended Renewal Date 8/27/17

© 2011 American Heart Association Tampering with this card will alter its appearance. 90-1931

PEEL
HERE

This card contains unique security features to protect against forgery.



If the Board is in agreement, the Board will vote to appoint Lindsay Carroll as a part time Police Dispatcher to the Police Department per the recommendation of the Chief of Police.

Motion:

Ms. Chairwoman:

I move the Board vote to appoint Lindsay Carroll as a part time Police Dispatcher to the Police Department, per the recommendation of the Chief of Police.



CUMMINGS SCHOOL OF
VETERINARY MEDICINE

Office of the Dean

August 18, 2016

Ms. Jennifer Thomas, Chair
Grafton Board of Selectmen
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Re: **Community Representative Appointment to Institutional Biosafety Committee**
Cummings School of Veterinary Medicine at Tufts University
200 Westboro Road, North Grafton

Dear Ms. Thomas:

With Shirley Russo's resignation from the Grafton Institutional Biosafety Committee (IBC), the IBC has been seeking another Grafton Community Representative to replace her. NIH Guidelines specify that each IBC is required to have two community members on the IBC at all times. Furthermore, Grafton's biomedical regulations mandate that the appointment of the voting community member is made by the Grafton Board of Selectmen.

We are pleased to recommend Elizabeth J. "Libby" Taft, whose resume is attached, for appointment as a Grafton Community Representative to the IBC. We understand that she has expressed her interest in serving in this position both to you and to the Grafton Board of Health.

We are available to answer any questions that you or other members of the Board might have and would be grateful for your prompt attention to this matter.

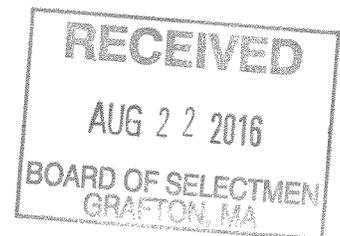
Very truly yours,

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

cc: Tim McInerney, Town of Grafton
M. Sawkat Anwer, PhD, DMVH, Cummings School
Claire Johnson, Tufts University
Nancy Connors, Grafton Health Department
Elizabeth Taft

Attachment

Elizabeth J. "Libby" Taft Resume separately attached



Tim and BOS Members,

Maybe the BOS should consider another candidate for the IBC community rep.

The candidate will be voting and representing the Town of Grafton.
I think it would be in our best interest if the candidate had some science background/knowledge.

I realize its not necessary but the previous and current community reps had Phd degrees.

The candidate should "not be affiliated with the institution and represent the interests of the surrounding community with respect to the environment and public health". (See Dr. Anwer's response below)

Please reconsider recommending another more appropriate community rep for the Tufts IBC.

Thank you for your anticipated cooperation

Debbie Chouinard

Vice -Chair Grafton Board of Health

3 Flint Pond Drive
North Grafton, Massachusetts 01536
781-405-4619

August 12, 2016

Karen S. Gwozdowski - Gauvin
Chair, Board of Health
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

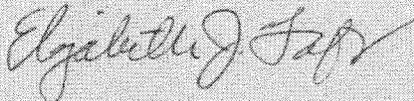
Dear Ms. Gwozdowski - Gauvin and Members of the Board of Health,

I am a North Grafton resident and have an interest in civic engagement, specifically in volunteering in support of scientific research review.

I hope that you will consider supporting my appointment to the recent vacancy on the Grafton Institutional Biosafety Committee caused by the departure of Dr. Shirley Russo, who was an IBC Community Representative. For your consideration, I have enclosed my resume.

Please don't hesitate to contact me with any questions at 781-405-4619 or etaft151@gmail.com. Thank you for your consideration of my appointment request. I look forward to hearing from you soon.

Sincerely,



Elizabeth J. "Libby" Taft

CC: D. Kochevar, Dean, Tufts Cummings School
T. McInerney, Grafton Town Administrator
M. Sawkat Anwer, Chair, Grafton IBC
J. Thomas, Chair, Grafton BoS

Elizabeth J. "Libby" Taft

3 Flint Pond Drive, North Grafton, MA 01536

781-405-4619

etaft151@gmail.com

EMPLOYMENT HISTORY

Freelance Photo Research, *Picture Vision, Nina Whitney, owner* 1996-2003

- Selected and obtained photographs for use as illustrations in reference and text books. Reviewed publishers' manuscripts, identified photographic concepts to accompany text, identified photographic sources, negotiated reproduction fees, obtained and tracked print and electronic photographs, processed photographs for submittal to publishers. Photos were obtained through exhaustive searches of printed and digital material in historical texts, photo archives, museum collections and stock photo agencies located worldwide. Prepared status reports on projects for clients. Prepared credit lists for all photographs used in a publication. Prepared purchase orders for clients and ensured that providers were reimbursed for all photographs used in a publication. Prepared and returned print photographs and 35mm transparencies to sources.
- Clients included Charles Scribner's Son, Houghton Mifflin, Scholastic Books and Delta Education

Part-time receptionist, *Sales Consultants of Wellesley, Inc.* 1991-1998

- Greeted clients and candidates, set up teleconferencing calls, typed documents, input data to proprietary software, answered and routed telephone calls.

Researcher, *Unclaimed Dividends, Gardner & Preston Moss, Inc.* 1978-1979

- Updated client accounts daily, ensured the proper crediting of dividend distributions, and resolved claim issues.

Secretary to Blue Sky Compliance Officer, *Colonial Management Associates, Inc.* 1975-1978

- Prepared monthly, quarterly and annual compliance information required by the fifty States and Federal investment regulatory agencies for six Colonial Mutual Funds.

Secretary to Treasurer, *Colonial Management Associates, Inc.* 1973-1975

- Maintained all of the Treasurer's correspondence and records, reported daily net asset values of six funds to wire services and edited quarterly and annual reports.

VOLUNTEER EXPERIENCE

Holden Woman's Club, *local community service organization* 2007-present

- **Board Member** eight years: Editor of Yearbook and Newsletter; 2nd Vice President/Programs; Recording Secretary; Chair of Scholarship committee.

- Wellesley Service League**, *local community service organization* 1992-1997
- **Board Member and Committee Chair** three years: responsible for staffing and fulfillment of certain club commitments
 - **Editor** of *Barn Beat*, quarterly newsletter
 - **Wellesley Free Library**, bookmending and reshelving
- Christian Education Committee**, *Wellesley Hills Congregational Church* 1989-1992
- Served on Programs Subcommittee
- Bates Elementary School, Wellesley** 1985-1992
- **Math Aide, Art Appreciation Aide, Room mother**
 - **Co-Chair**, Understanding Disabilities Program
 - Year long program for fourth graders
 - Tailored established program to meet teacher's criteria, coordinated over 20 volunteer parents, engaged guest speakers, obtained special equipment from agencies serving specific disabilities, taught a segment of each unit, prepared report for next year's chair.
 - **Editor** of *Bates Beat*, monthly PTO newsletter
- Wellesley Hills Junior Woman's Club**, *Community service and fundraising* 1984-1989
- **Coordinator**, Extra White Pages and Simple Listings, Wellesley Phonebook
 - **Board member** three years: Recording Secretary, Vice President, Editor of monthly newsletter

EDUCATION AND ENRICHMENT

- **Wellesley College** BA, Latin, with special interest in Classical Civilization
- **Wellesley College Alumnae Summer Symposium** "The Art and History of the Book,,
- **Wellesley College Alumnae Summer Symposium** "Ancient Lives, Eternal Problems,,
- **Worcester Art Museum and Boston Museum of Fine Arts** - numerous art history courses
- **Member** - Worcester Art Museum, Tower Hill Botanic Garden, Boston Museum of Fine Arts, Quonochontaug (RI) Historical Society, Salt Ponds Coalition (RI)
- **Ned Taft Internship Fund in Environmental Science, UMass Amherst**
 - Established Internship in Environmental Science in honor of Edward P. Taft III.
 - Worked with members of the UMass Development Office, the UMass Environmental Sciences Department and officers of Alden Research Laboratory in Holden, MA to define an internship which would carry on Mr. Taft's legacy as an environmentalist and a mentor of young people.

Elizabeth J. "Libby" Taft

3 Flint Pond Drive, North Grafton, MA 01536

781-405-4619

etaft151@gmail.com

EMPLOYMENT HISTORY

Freelance Photo Research, *Picture Vision, Nina Whitney, owner* 1996-2003

- Selected and obtained photographs for use as illustrations in reference and text books. Reviewed publishers' manuscripts, identified photographic concepts to accompany text, identified photographic sources, negotiated reproduction fees, obtained and tracked print and electronic photographs, processed photographs for submittal to publishers. Photos were obtained through exhaustive searches of printed and digital material in historical texts, photo archives, museum collections and stock photo agencies located worldwide. Prepared status reports on projects for clients. Prepared credit lists for all photographs used in a publication. Prepared purchase orders for clients and ensured that providers were reimbursed for all photographs used in a publication. Prepared and returned print photographs and 35mm transparencies to sources.
- Clients included Charles Scribner's Son, Houghton Mifflin, Scholastic Books and Delta Education

Part-time receptionist, *Sales Consultants of Wellesley, Inc.* 1991-1998

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- **Board Member** eight years: Editor of Yearbook and Newsletter; 2nd Vice President/ Programs; Recording Secretary; Chair of Scholarship committee.

MEETING REQUEST FORM

Date Completed:

OK to Schedule (Please **Bold** One):

YES NO HOLD

Requested By: jack McDonald
Contact Name:
Contact Phone:
Meeting Date Confirmed:
Meeting Time Confirmed:
Meeting Location Confirmed:

Topic(s):	FHSA Renovation & Expansion & Equine Arena Project Sponsor Group with Payette & Tocci				
Meeting Duration:	1.5 hours	Frequency:	November & December 2016		
Priority: (Please Bold One)	Today	1-5 Days	1-2 Weeks	1 Month	2-3 Months
Agenda Items:					

Attendees: R = Required O = Optional

X	Attendees:	R	O
	Dean Kochevar Steve Libuda x84700	x	
	Linda Snyder	x	
	Jean Poteete	x	
	Jack McDonald	x	
	Joe McManus Donna Roberts x84732	x	
	Dr. Nick Frank Vicki Vandersluis x84615	x	x
	Ana Alvarado - 87907 Beth Gillis x87905	x	

X	Attendees:	R	O
	Dr. Ginny Rentko Heather Smith x84683		
	Rich Harding Myra Kinnamon x84418		x
	Skip Bigelow x84926		x

X	Attendees:	R	O

Refreshments/AV/other needs:

For Scheduler Only Attendees:

Dates/Times	DK/JM/JP	GR	NF	AA	JMcD	LS	RH	SB

Cindy Ide

From: Tim McInerney
Sent: Monday, August 15, 2016 8:40 AM
To: Laura St John Dupuis; Cindy Ide
Cc: Doug Willardson
Subject: FW: IBC appointment support request
Attachments: ATT00028.txt; Taft BoH Request IBC Appointment.pdf; Taftresume.pdf

Perhaps for next meeting 23rd or 6th... once we figure date let her know

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

-----Original Message-----

From: Libby Taft [<mailto:etaft151@gmail.com>]
Sent: Sunday, August 14, 2016 6:15 PM
To: hazenn@graffton-ma.gov
Cc: Deborah Kochevar; mcinerneyt@graffton-ma.gov; Sawkat Anwer
Subject: IBC appointment support request

Dear Nancy,

Attached please find my letter requesting the support of the Board of Health for my appointment to the IBC. Also attached is my resume. Will you please ensure that copies of the above are distributed to the appropriate people?

Thank you,
Libby Taft

Tim McInerney

From: Di Kirej
Sent: Thursday, September 29, 2016 10:20 AM
To: Tim McInerney
Cc: Nancy Connors; Dick Kirejczyk
Subject: Tufts IBC Rep.

Tim, Nancy mentioned that we are having a problem finding and appointing a Rep for the Tufts IBC meeting.

I realize I do not have the qual's we would like, I do have some experience with Tufts and the IBC, as well as a long term member of the BOH.

I am available to fill the position until the town can find and appoint a permanent member.

If the Board is in agreement, the Board will vote to appoint a new member to the Institutional Biosafety Committee.

Motion:

Ms. Chairwoman:

I move the board vote to appoint _____ to the Institutional Biosafety Committee.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: September 13, 2016

Name: Kristi Lutjelusche

Home Address: 1 Heidi Lane
Grafton

Mailing Address: 1 Heidi Lane
Grafton

Phone Number(s): (774)293-5021 - Home

Email Address: lutjelusche@gmail.com

Current Occupation/Employer: Operations Manager, New England Baptist Hospital

Narrative: Board of Library Trustee interim position: Time for the stated 1 meeting per month. My family frequents the library on a weekly basis. The people who work there are really trying to not only provide the traditional services of a library, but are also very much extending out into the community to promote engagement, literacy, and family. Since moving to town, I find the library to be my family's central hub. I support the expansion concept and believe in our library. I know this Trustee position is interim, but I had also been interested in being on the Planning board. Happy to help as time allows.

Board(s) / Committee(s): ___AMBULANCE COMMITTEE

If the Board is in agreement, the Board will vote to appoint Kristi Lutjelasche to the Library Board of Trustees in a joint appointment with the Board of Trustees.

Motion:

Ms. Chairwoman:

I move the board vote to approve Kristi Lutjelasche to the Library Board of Trustees.

Company Name: _____

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

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

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

* * * Livestock Organization Hoe-Down, 10//7/16, ~~5:30-9pm~~ ^{7pm-Midnight} Cattle Barn, 20 Nickerson Road, North Grafton
Date(s) of Function ^{Per Jean B. Lee} Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

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

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

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Name: _____

Title: Assistant Dean of Student Affairs

Manufacturer: _____

Business Address: Student Services Office
Cummings School of Veterinary Medicine at Tufts University
200 Westboro Road
North Grafton, MA 01536-1895

Phone No.: 508-839-8733, ext.84725

Email: barbara.berman@tufts.edu

Residence: N/A

Phone No. N/A

Signature of Applicant: _____



PLEASE COMPLETE THE REVERSE SIDE

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

Trustees of Tufts College, c/o Cummings School of Veterinary Medicine Dean's Office

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

200 Westboro Road

Street Address

North Grafton

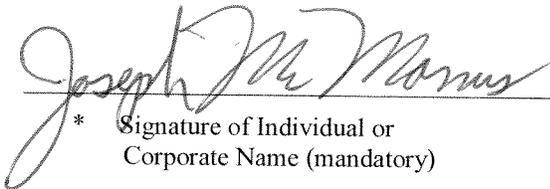
MA

01536

City/Town

State

Zip Code



Executive Associate Dean

* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

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

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

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

Date:

9/14/16



HOEDOWN

This event is open to all Cummings School @ Tufts University
Students and Faculty!

Friday October 7, 2016

7pm to 12am

Location: Tufts Cattle Barn

Line dancing, beer, food, and more!

Come dressed in your best western wear!

Please RSVP to the event at the following google doc:

https://docs.google.com/spreadsheets/d/12ztadBAkV_34KbbZKfi4IH7caMiPVESmODv5QM9UdPU/edit?usp=sharing

*\$5 for SLO or AAEP members,
\$10 for all others!*

iPS eTIPS On Premise 2.0 SSN: XXX-XX-XXXX
Issued: 7/15/2014 Expires: 7/15/2017
ID#: 3771608 D.O.B.: XXX/XX/XXXX

Bonnie J Kieler
Peppers Catering
31 Solomon Pond Rd
Northborough, MA 01532-1523

For service visit us online at www.getips.com

Bonnie Kieler
Peppers Catering

If the Board is in agreement, the Board will vote to approve a One Day Beer & Wine License for the Cummings School of Veterinary Medicine at Tufts University for an event on October 7, 2016.

Motion:

Ms. Chairwoman:

I move the board vote to approve the One Day Beer and Wine License for the Cummings School of Veterinary Medicine for an event to be held on October 7, 2016.

DATE: 9/15/16

COMMUNITY HARVEST PROJECT
Company Name:

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

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

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

10/6/16
Date(s) of Function

37 WHEELER RD N. GRAFTON MA
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

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

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

Name: _____

Manufacturer: _____

Business Name: COMMUNITY HARVEST PROJECT

License in name of: Cordelia Lyon

Title: Executive Director

Business Address: 37 WHEELER N. GRAFTON, MA

Phone No.: 617 642-9221

Residence: 186 Percent Street
Stow, MA

Phone No. 617, 642, 9221

Signature of Applicant: 

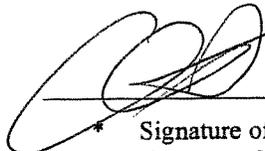
PLEASE COMPLETE THE REVERSE SIDE

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

Cordelia Lyon, Community Harvest Project
(Print) Name (of individual or Corporation as applicable)

37 Wheeler Road
Street Address

Doran Grafton 01536
City/Town State Zip Code


Signature of Individual or Corporate Name (mandatory) Re: Corporate Officer (mandatory, if applicable)

04-3424018
** Social Security No. (voluntary) or Federal Identification Number

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

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

Date: 9/16/2016

If the Board is in agreement, the Board will vote to approve a One Day Beer & Wine License for the Community Harvest Project for an event to be held on November 6, 2016.

Motion:

Ms. Chairwoman:

I move the board vote to approve the One Day Beer and Wine License for the Community Harvest Project for an event to be held on November 6, 2016.

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR THE STATE ELECTION

Worcester, SS.

To the Constables of the Town of Grafton:

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Grafton who are qualified to vote in the State Election to vote at:

Precincts 1, 2 and 3 at the Grafton Middle School Gymnasium, 22 Providence Road,
Precincts 4 and 5 at the Millbury Street Elementary School, 105 Millbury Street

on **TUESDAY, THE EIGHTH DAY OF NOVEMBER, 2016**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

ELECTORS OF PRESIDENT AND VICE PRESIDENTFOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS. SECOND DISTRICT
COUNCILLORSEVENTH DISTRICT
SENATOR IN GENERAL COURT SECOND WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT. NINTH DISTRICT
SHERIFF. WORCESTER COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2016?

SUMMARY

This proposed law would allow the state Gaming Commission to issue one additional category 2 license, which would permit operation of a gaming establishment with no table games and not more than 1,250 slot machines. The proposed law would authorize the Commission to request applications for the additional license to be granted to a gaming establishment located on property that is (i) at least four acres in size; (ii) adjacent to and within 1,500 feet of a race track, including the track's additional facilities, such as the track, grounds, paddocks, barns, auditorium, amphitheatre, and bleachers; (iii) where a horse racing meeting may physically be held; (iv) where a horse racing meeting shall have been hosted; and (v) not separated from the race track by a highway or railway.

A YES VOTE would permit the state Gaming Commission to license one additional slot-machine gaming establishment at a location that meets certain conditions specified in the law.

A NO VOTE would make no change in current laws regarding gaming.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2016?

SUMMARY

This proposed law would allow the state Board of Elementary and Secondary Education to approve up to 12 new charter schools or enrollment expansions in existing charter schools each year. Approvals under this law could expand statewide charter school enrollment by up to 1% of the total statewide public school enrollment each year. New charters and enrollment expansions approved under this law would be exempt from existing limits on the number of charter schools, the number of students enrolled in them, and the amount of local school districts' spending allocated to them.

If the Board received more than 12 applications in a single year from qualified applicants, then the proposed law would require it to give priority to proposed charter schools or enrollment expansions in districts where student performance on statewide assessments is in the bottom 25% of all districts in the previous two years and where demonstrated parent demand for additional public school options is greatest.

New charter schools and enrollment expansions approved under this proposed law would be subject to the same approval standards as other charter schools, and to recruitment, retention, and multilingual outreach requirements that currently apply to some charter schools. Schools authorized under this law would be subject to annual performance reviews according to standards established by the Board.

The proposed law would take effect on January 1, 2017.

A YES VOTE would allow for up to 12 approvals each year of either new charter schools or expanded enrollments in existing charter schools, but not to exceed 1% of the statewide public school enrollment.

A NO VOTE would make no change in current laws relative to charter schools.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2016?

SUMMARY

This proposed law would prohibit any farm owner or operator from knowingly confining any breeding pig, calf raised for veal, or egg-laying hen in a way that prevents the animal from lying down, standing up, fully extending its limbs, or turning around freely. The proposed law would also prohibit any business owner or operator in Massachusetts from selling whole eggs intended for human consumption or any uncooked cut of veal or pork if the business owner or operator knows or should know that the hen, breeding pig, or veal calf that produced these products was confined in a manner prohibited by the proposed law. The proposed law would exempt sales of food products that combine veal or pork with other products, including soups, sandwiches, pizzas, hotdogs, or similar processed or prepared food items.

The proposed law's confinement prohibitions would not apply during transportation; state and county fair exhibitions; 4-H programs; slaughter in compliance with applicable laws and regulations; medical research; veterinary exams, testing, treatment and operation if performed under the direct supervision of a licensed veterinarian; five days prior to a pregnant pig's expected date of giving birth; any day that pig is nursing piglets; and for temporary periods for animal husbandry purposes not to exceed six hours in any twenty-four hour period.

The proposed law would create a civil penalty of up to \$1,000 for each violation and would give the Attorney General the exclusive authority to enforce the law, and to issue regulations to implement it. As a defense to enforcement proceedings, the proposed law would allow a business owner or operator to rely in good faith upon a written certification or guarantee of compliance by a supplier.

The proposed law would be in addition to any other animal welfare laws and would not prohibit stricter local laws.

The proposed law would take effect on January 1, 2022. The proposed law states that if any of its parts were declared invalid, the other parts would stay in effect.

A YES VOTE would prohibit any confinement of pigs, calves, and hens that prevents them from lying down, standing up, fully extending their limbs, or turning around freely.

A NO VOTE would make no change in current laws relative to the keeping of farm animals.

QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2016?

SUMMARY

The proposed law would permit the possession, use, distribution, and cultivation of marijuana in limited amounts by persons age 21 and older and would remove criminal penalties for such activities. It would provide for the regulation of

commerce in marijuana, marijuana accessories, and marijuana products and for the taxation of proceeds from sales of these items.

The proposed law would authorize persons at least 21 years old to possess up to one ounce of marijuana outside of their residences; possess up to ten ounces of marijuana inside their residences; grow up to six marijuana plants in their residences; give one ounce or less of marijuana to a person at least 21 years old without payment; possess, produce or transfer hemp; or make or transfer items related to marijuana use, storage, cultivation, or processing.

The measure would create a Cannabis Control Commission of three members appointed by the state Treasurer which would generally administer the law governing marijuana use and distribution, promulgate regulations, and be responsible for the licensing of marijuana commercial establishments. The proposed law would also create a Cannabis Advisory Board of fifteen members appointed by the Governor. The Cannabis Control Commission would adopt regulations governing licensing qualifications; security; record keeping; health and safety standards; packaging and labeling; testing; advertising and displays; required inspections; and such other matters as the Commission considers appropriate. The records of the Commission would be public records.

The proposed law would authorize cities and towns to adopt reasonable restrictions on the time, place, and manner of operating marijuana businesses and to limit the number of marijuana establishments in their communities. A city or town could hold a local vote to determine whether to permit the selling of marijuana and marijuana products for consumption on the premises at commercial establishments.

The proceeds of retail sales of marijuana and marijuana products would be subject to the state sales tax and an additional excise tax of 3.75%. A city or town could impose a separate tax of up to 2%. Revenue received from the additional state excise tax or from license application fees and civil penalties for violations of this law would be deposited in a Marijuana Regulation Fund and would be used subject to appropriation for administration of the proposed law.

Marijuana-related activities authorized under this proposed law could not be a basis for adverse orders in child welfare cases absent clear and convincing evidence that such activities had created an unreasonable danger to the safety of a minor child.

The proposed law would not affect existing law regarding medical marijuana treatment centers or the operation of motor vehicles while under the influence. It would permit property owners to prohibit the use, sale, or production of marijuana on their premises (with an exception that landlords cannot prohibit consumption by tenants of marijuana by means other than by smoking); and would permit employers to prohibit the consumption of marijuana by employees in the workplace. State and local governments could continue to restrict uses in public buildings or at or near schools. Supplying marijuana to persons under age 21 would be unlawful.

The proposed law would take effect on December 15, 2016.

A YES VOTE would allow persons 21 and older to possess, use, and transfer marijuana and products containing marijuana concentrate (including edible products) and to cultivate marijuana, all in limited amounts, and would provide for the regulation and taxation of commercial sale of marijuana and marijuana products.

A NO VOTE would make no change in current laws relative to marijuana.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2016.
(month)

Selectmen of Grafton, MA

_____, 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 Warrant for the Election to be held on November 8, 2016.

Motion:

Ms. Chairwoman:

I move that the Board vote to sign the Warrant for the State Election to be held on November 8, 2016.

CENTRAL MASSACHUSETTS VETERANS' SERVICES DISTRICT

November 9, 2016

OBJECTIVE

The following is a proposal by the towns of Grafton, Northborough, Shrewsbury, and Westborough seeking to renew their status as a Veterans' Services District pursuant to Massachusetts General Law, Chapter 115, Section 10.

CURRENT OPERATION

The Central Massachusetts Veterans' Services District (CMVD) is comprised of the towns of Grafton, Northborough, Shrewsbury, and Westborough. CMVD consists of one full-time, exempt Veterans' Services Director who works no less than 35-hours per week, and two part-time, non-exempt Veterans' Services Officers who work a combined total of 28-hours per week. In each town, administrative capacity has been established to assist CMVD staff with: providing referrals and assistance to Veterans and their dependents regarding available benefits; developing and maintaining accurate client files; providing community outreach through municipal programs and departments.

CMVD currently maintains regularly scheduled walk-in hours in each of the local communities, in addition to having hours available for appointments, home visits, administrative work, and outreach activities. Veterans may contact CMVD:

- By phone at (774) 551-5782. Voicemail messages left at this number are immediately emailed directly to Mr. Costello, allowing messages to be received and returned while conducting operations abroad.
- Via www.centralmassvets.org. On the District's home page are links to submit questions or contact a CMVD Agent.
- Via Facebook (can be linked to from www.centralmassvets.org).
- By visiting a local office during walk-in hours or at a scheduled appointment time.
- By attending a community outreach event.

There are currently a total of 43 veterans and qualified dependents who are receiving Chapter 115 benefits through CMVD. Additionally, there are currently 110 local residents receiving assistance with their compensation claims through the Department of Veterans Affairs. CMVD has also enlisted the cooperation of various public and private organizations to ensure that the needs of our local veterans continue to be met, such as access to mental health counseling, affordable housing, healthcare, employment opportunities, social events, furniture, and many other individual and family needs. We are currently researching health education and low cost exercise programs to enhance preventative care among veterans within the community.

METHODS

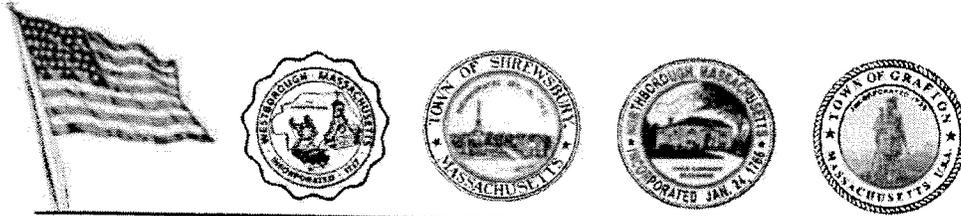
Preparation and prevention are the action words of CMVD. The goal of CMVD is to identify veterans and qualified family members to, when possible, enroll them into various programs that prevent the need for emergency assistance later in life. Our current staff has made significant strides in our outreach, including dozens of public speaking events, local television, local newspapers, social media, on-line availability, and expanded office hours. This has greatly increased our visibility within the communities. This increased visibility has led to a significant uptick in community involvement and requests for assistance.

If not identified beforehand, qualified residents will be enrolled in Chapter 115 until they can be successfully moved into a benefit program with higher yields, such as the Social Security or VA Disability programs. In many cases, Chapter 115 continues to be a part of a larger benefit package used to ease the burden of our qualified veterans, widows, and family members.

Able-bodied, unemployed veterans of pre-retirement age in our district normally return to work or enroll into college within 90-days of applying for assistance. Accountability is maintained through weekly meetings and workshops aimed at overcoming an individual's barriers to employment. This requirement has proven largely successful in preventing long-term and chronic unemployment.

CONCLUSION

CMVD has received tremendous positive feedback from the community and has set the standard for services in central Massachusetts, creating a program that delivers a higher quality of life to the veteran while maintaining the integrity required of public servants. We look forward to continuing our services well into the future.



CENTRAL MASSACHUSETTS VETERANS' SERVICES DISTRICT

November 9, 2016

Department of Veterans' Services
Francisco Urena, Secretary
600 Washington Street Suite 1100
Boston, MA 02111

Dear Secretary Urena:

The Towns of Grafton, Northborough, Shrewsbury, and Westborough are pleased to submit the enclosed application for the renewal of the Central Massachusetts Veterans' Services District. The district was formed on July 1, 2013 and the previous renewal is dated to expire on November 30, 2016.

As of August 25, 2014, Mr. Adam Costello has been appointed as the Director of the Central Massachusetts Veterans' Services District. This application provides detail on the current operation of the District, including changes made since the submission of the original application dated March 15, 2013.

All correspondence on this matter can be directed through the Mr. Costello at the Grafton Municipal Center, 30 Providence Road, Grafton, MA 01519. Questions or other remarks may be communicated by phone at (774) 551-5782 or by email at acostello@centralmassvets.org.

We look forward to continuing our relationship with the Massachusetts Department of Veterans' Services.

Sincerely,

Jennifer Thomas
Chair, Grafton Board of Selectmen

If the Board is in agreement, the Board will vote for the Chair to sign the renewal to the Central Massachusetts Veterans' Service District.

Motion:

Ms. Chairwoman,

I move that the Board vote for the Chair to sign the letter to renew the Town's membership to the Central Massachusetts Veterans' Service District.

MIIA Property and Casualty Group, Inc.
MIIA Membership Agreement

Questions and Answers

1. Why is an agreement required?

The MA Division of Insurance requires an executed membership agreement on file at MIIA.

2. Who is required to sign a membership agreement?

All members of the property and liability and/or workers' compensation program.

3. Who must sign the membership agreement?

Mayors, Chair of Board of Selectmen or Town Managers (Chief Municipal Executive)

Please return by September 16, 2016

MIIA Member:



One Winthrop Square, Boston, MA 02110
(617) 426-7272 or 800 832-1498
FAX: (617) 426-9546

**MIIA PROPERTY AND CASUALTY GROUP, INC.
MEMBERSHIP AGREEMENT**

Membership Agreement (the "Agreement") entered into this first day of July 2016 by and between MIIA Property and Casualty Group, Inc., a non-profit corporation duly incorporated under the laws of the Commonwealth of Massachusetts and operating as a public employer self-insurance group in accordance with Massachusetts General Laws Chapter 40M (the "Group") and the undersigned public entity located in the Commonwealth of Massachusetts (the "Member").

WHEREAS, the Group maintains a self-insurance program for the coverage of property, workers' compensation, and other casualty losses and provides risk management services to those public entities that meet the Group's membership criteria and are accepted by the Group as members (the "Group Members");

WHEREAS, the Member is a member in good standing of the Massachusetts Interlocal Insurance Association, Inc. ("MIIA") and desires to become a Group Member;

WHEREAS, the Group is willing to accept the Member as a Group Member;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein the parties hereto agree as follows:

1. **Coverage.** During the term of this Agreement, the Group agrees to provide Member with risk management services as described in Section 3(b) and financial protection as described in the Group's annual certificate of coverage, as amended by the Group from time-to-time and incorporated herein by reference. Financial protection is provided by risk pooling and insurance. Member agrees to pay all contributions and assessments for the services and protection that are and were provided under this Agreement or other agreements with the Group relating to prior certificates of coverage.
2. **Member Responsibilities.**
 - (a) **Cooperation.** As a condition of membership, Member agrees that it will cooperate with the Group and its designated agents to manage risk and minimize any adverse financial impact of its membership upon itself and the Group.
 - (b) **By-laws, Rules and Regulations of the Group.** Member agrees to abide by and be bound by the rules, regulations and by-laws of the Group.
 - (c) **Loss Prevention.** Member agrees to work with the Group to reduce, modify and eliminate conditions and practices that may cause loss or injury. Member agrees that it will cooperate in implementing any and all safety and loss prevention measures and risk management programs recommended by the Group. Safety to personnel and the public shall have the highest priority. Each Member shall designate a supervisor who shall be responsible for monitoring the compliance of the Member with federal, state, and municipal safety standards, as well as those established from time to time by the Group, and implementing a corrective plan in all cases of noncompliance.

- (d) **Reporting of Claims or Losses.** All injuries, liability claims and accidents or occurrences with the potential of producing claims against the Group, no matter how insignificant they may appear, and all property losses with the potential of being reimbursed or paid by the Group, shall be reported through appropriate channels to the Group or its designated agent. Member shall cooperate by supplying any information needed or that would be helpful in defending any such claims or losses.

Claims and loss reports shall be filed in accordance with the procedures established from time to time by the Group or its agent.

- (e) **Payroll Classification.** If a Member obtains workers' compensation coverage from the Group, Member will furnish an estimated annual payroll by job classification at least thirty (30) days before coverage commences. Member agrees to permit the Group or its agent to audit the Member's payroll records and to pay any additional contribution that is due for any Initial Term or Renewal Term, as those phrases are defined in Section 5(a), based on Member's actual payroll for such period.

3. **Group Responsibilities.**

- (a) **Claims.** The Group agrees to (a) administer, service, settle, and pay all of the claims and such other liabilities as are defined in the certificate of coverage issued to Member, after notice of loss or liability has been given and proof of loss or liability has been established; (b) prepare all required forms; and (c) provide a defense if required. The Group shall carry on all negotiations with any claimant or the claimant's attorney and negotiate settlements. The Group shall, at its expense, retain and supervise legal counsel necessary for the prosecution or defense of any litigation arising out of such claims. The Group shall periodically provide Member with reports regarding the status of Member's claims.
- (b) **Risk Management.** The Group will evaluate Member's risk management practices and assist Member in developing a risk management program to eliminate or minimize exposures or conditions that could contribute to financial or economic loss to a Member. The risk management program may include one or more of the following services:
- (i) Identifying and analyzing exposures to loss;
 - (ii) Establishing and maintaining loss prevention and safety programs to minimize or avoid risk of loss, liability and employee injury, and correlating the programs with the claims experience of Member and other Group Members;
 - (iii) Planning proper assumption or self insurance of loss within financial capacity of Member;
 - (iv) Risk pooling to share with other Group Members the financial impact of losses that cannot reasonably be assumed individually;
 - (v) Transferring risks from catastrophes, to the extent feasible, by purchase of insurance by the Group over and above that portion pooled by the Group Members; and
 - (vi) Transferring risks through mechanisms other than insurance, such as contracts.
- (c) **Excess Insurance.** The Group shall maintain excess insurance coverage if so directed by its Board of Trustees or required by the Commissioner of Insurance.

4. **Contributions.**

- (a) Member agrees to pay contributions computed in accordance with a rating plan, as amended from time to time.
- (b) Member agrees that the contribution, if any, for the Initial Term and the Renewal Term, as those phrases are defined in Section 5(a), shall be payable in full on or before the first day of such term.

If the Member becomes a Group Member on some date other than July 1, it agrees that the contribution for the initial coverage period commencing on such other date and ending on the following June 30, is payable in full on or before the first day of such period.

- (c) The Group may offer Group Members one or more contribution payment plans (the "Contribution Payment Plan"). A copy of the current Contribution Payment Plan is included in Schedule 1 and incorporated herein by reference. Member understands that the Contribution Payment Plan may be amended from time-to-time, and any such amended Contribution Payment Plan shall be added to Schedule 1 and be effective as of the indicated effective date.
- (d) Member understands that there may be rate adjustments at the beginning of a new Contract Year, which is defined as the period running from July 1 of a calendar year to June 30 of the next calendar year, and agrees to pay additional contributions that could result therefrom.
- (e) Member agrees to execute necessary authorization forms permitting the Group to obtain information and data required to determine the experience or other rating modification of Member and authorizes the Group to file with the appropriate authorities loss and exposure data to be used to develop Member's experience or other rating modification.

5. Term and Termination.

(a) Term.

- (i) The initial term of this Agreement shall commence on July 1 of the year first written above unless another date is specified and shall continue in full force and effect from said date until June 30 of the next calendar year (the "Initial Term"). This Agreement shall be automatically renewed for additional twelve-month periods (each such twelve-month period a "Renewal Term") unless the Member provides the Group with written notice of its intention to not renew at least thirty (30) days before the beginning of the next Renewal Term, or unless the Agreement is terminated pursuant to Section 5(b).
- (ii) The parties may enter into a multi-year contribution agreement which shall specify the agreed upon term, applicable contributions and termination provisions.

(b) Termination.

- (i) In the event Member fails or refuses to make payments as provided for herein, the Group may terminate Member as a Group Member after giving Member thirty (30) days' written notice. Upon such termination, all coverage that Member obtains hereunder shall cease and Member agrees to pay any and all contributions that are owed, pro rata, for the period preceding termination of this Agreement and membership in the Group. It is understood and agreed that any Member whose membership is terminated hereunder shall not be entitled to any part of surplus refund or credit which has not been declared prior to the date of termination.
- (ii) Member may terminate its membership or a portion of its coverage, at any time after the Initial Term, by giving the Group at least thirty (30) days' prior written notice of its intention to terminate or not renew, in which event the Member shall be entitled to a return of a part of the unearned contribution as required by the Group's Rating Plan or by law. In no event shall a Member that is not a Group Member at the close of any Contract Year be entitled to any surplus refund or credit for such Contract Year.
- (iii) If the Member fails to comply with the terms of this Agreement, including failure to provide notice required under Sections 5(a)(i) or 5(b)(ii), or the rules, regulations, or by-laws of the Group (the "Breach") and the Member fails to correct such Breach to the satisfaction of the Group within sixty (60) days of the Group's giving written notice to the Member of the Breach, the Group may terminate Member's membership or a portion of

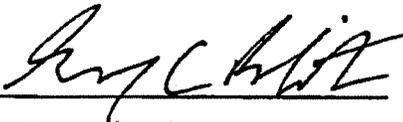
its coverage immediately. A Member that is terminated pursuant to this Section 5(b)(iii) shall forfeit its right to receive future payment of any distribution of surplus declared by the Group.

- (iv) Except as provided in sections (i) through (iii) above, this Agreement will not terminate until all coverages provided hereunder terminate. Additions or deletions of one or more types of coverage provided under this Agreement do not by themselves constitute a termination of this Agreement.
 - (v) Notwithstanding anything to the contrary, Section 1, 4, 5, 6, 7 and 9 shall survive the nonrenewal or termination of this Agreement.
6. **Deficiencies.** In the event of a deficiency, which is defined as insufficient assets to enable the Group to discharge its legal liabilities and other obligations and to maintain the required statutory reserves or as ordered by the Commissioner of Insurance, the Group may assess its members as required by M.G.L. Chapter 40M. Member agrees to pay any such assessment for each Contract Year in which it received coverage from the Group
7. **Surplus Refund Plan.** Any surplus of the Group resulting from overall loss experience shall be available for refund or credit to future contributions or as a reserve in accordance with a Surplus Refund Plan, as amended from time to time. A copy of the current Surplus Refund Plan is attached for information purposes as Schedule 2. If termination occurs for any reason, the Member shall forfeit its right to receive future payment of any distribution of surplus declared by the Group.
8. **Suspension of Boiler and Machinery Coverage.** Upon the discovery of a dangerous condition with respect to any boiler and machinery object ("Object") for which the Group offers explosion or breakdown coverage, the Group may immediately suspend such coverage with respect to any accident to such Object by mailing or delivering written notice of suspension to the Member at the address of the Member or at the location of the Object. Coverage so suspended may be reinstated by the Group but only by a writing signed by a representative of the Group, its administrator or agent. The Member shall be allowed the unearned portion of the contribution paid for such suspended coverage, pro rata, for the period of suspension.
9. **Miscellaneous.**
- (a) **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
 - (b) **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
 - (c) **Amendment.** With the exception of the annual certificate of coverage, the Contribution Payment Plan and the Surplus Refund Plan, no alteration or modification of this Agreement shall be valid unless made in writing and executed by each of the parties hereto.
 - (d) **Counterparts.** This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original.
 - (e) **Assignment.** Member may not assign this Agreement. The Group may assign any of its responsibilities under this Agreement to an administrator and/or other agent of its choice. The Group shall notify Member of the identity and responsibilities of such administrator or agent.
 - (f) **Notices.** Any notice or other communication by one party to another, including notice of a change in address, shall be in writing and shall be given, and deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), addressed to the Group at One Winthrop Square, Boston, Massachusetts 02110 and addressed to Member at the address specified on the signature page of this Agreement.

- (g) Limitation of Liability. No member, officer, trustee, employee or agent of the Group shall be liable for any claim against the Group. The Member agrees that it shall look only to the assets and property of the Group for the payment of any claim against the Group or the performance of any obligation of the Group hereunder. No Group Member shall have any liability to the Group, or other Group Members, or to any claimant against the Group itself or another Group Member except for the payment of approved or required contributions and/or assessments under this Agreement.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date first written above.

MIA PROPERTY & CASUALTY GROUP, INC.

By: 
Title: *President*

MEMBER

By: _____

Title:
Address:

Schedule 1

MIA PROPERTY AND CASUALTY GROUP, INC.

CONTRIBUTION PAYMENT PLAN

The Group may offer different contribution payment plans depending on the type of coverage that a Member obtains from the Group.

Contribution Payment Plan

A Member which obtains coverage from the Group may be offered the following Contribution Payment Plan (the "Plan")¹,

35% of the estimated total annual contribution on or before the commencement of the coverage period,

25% of the estimated total annual contribution on or before October 1,

25% of the estimated total annual contribution on or before January 1, and

15% of the estimated total annual contribution on or before April 1.

If a Member makes its first or second installment payment sixty (60) days or more days after the due date, the Member shall not be eligible to participate in the Plan for that Contract Year and the balance of the total estimated contribution shall be immediately due and payable. ("Contract Year" is defined as a twelve-month period starting on July 1 of one calendar year and ending on June 30 of the following calendar year.) If the Member is sixty (60) days or more late in making its third or fourth annual installment payment, the Member shall not be eligible to participate in the Plan for the balance of that Contract Year and for the next Contract Year. The balance of the Contract Year's contribution shall be immediately due and payable, and 100% of the following Contract Year's estimated contribution shall be due and payable on or before the commencement of that Contract Year.

Charges or credit during the Contract Year for changes in estimated contribution or for endorsements during the Contract Year shall be payable within thirty (30) days of the date of the invoice or credited against future installments or invoices.

If a Member voluntarily pays the full invoiced amount due for a Contract Year within thirty (30) days of the date of the invoice, Member may be eligible for a discount of up to 1.5% of the invoiced amount.

Special Contribution Payment Plan

A Member obtaining special coverage from the Group may be offered a Special Contribution Payment Plan.

¹ For a Member whose initial coverage period commences after July 1st, the percentages of the contribution and the payment dates for the initial coverage period shall be adjusted accordingly.

Schedule 2

MIA PROPERTY AND CASUALTY GROUP, INC.

SURPLUS REFUND PLAN FOR JULY 1 - JUNE 30

The Board of Trustees of MIA Property and Casualty Group, Inc. (the "Group") will determine, after the end of each Contract Year, the total surplus of Group Members available for distribution, after setting aside any reserves necessary for outstanding claims, for incurred but not reported claims, for the preservation of financial soundness of the Group or for stabilization of contributions. ("Contract Year" is defined as a twelve-month period starting on July 1 of one calendar year and ending on June 30 of the following calendar year.)

If the Board of Trustees decides to declare a distribution of surplus for a specific coverage, it shall allocate said surplus among the Group Members in accordance with applicable rules or formulas as the Board of Trustees may decide. In order to be eligible for the distribution of surplus, a Group Member must have had the applicable coverage in effect at the end of the Contract Year and must have Incurred Losses² attributable to the Contract Year of less than sixty percent (60%) of its net earned contribution for said Contract Year. Former members that no longer belong to the Group may receive their distribution only after all claims for a particular Contract Year have been settled and closed. For Contract Years commencing on or after July 1, 1998, such distributions from surplus, if any, will be paid to only those Group Members that have the applicable coverage in effect at the time of distribution. Distributions from surplus, if any, will occur no earlier than two (2) years after the end of the relevant Contract Year.

The surplus will be allocated to the Member on the basis of each Member's net earned contribution for the Contract Year and each Member's loss experience for the Contract Year, pursuant to the following formula or such other formula as the Board of Trustees may approve:

1. For each Member, 60% of net earned contribution minus Incurred Losses equals Eligible Amount.
2. Total of Eligible Amounts of Group Members having Incurred Losses less than 60% of their net earned contribution is the Total Eligible Amount.
3. Percentage Participation of Group equals amount of surplus declared available for distribution divided by Total Eligible Amount.
4. Eligible Amount of Member multiplied by Percentage Participation of Group equals Refund to be returned to Group Member or Credit to be applied to future contributions.

² Note: "Incurred Losses" means paid losses and loss reserves.

If the Board is in agreement, the Board will vote for the Chair to sign the MIIA Membership Agreement.

Motion:

Ms. Chairwoman:

I move the board vote to allow the Chair to sign the MIIA Membership Agreement.

Policy On Naming Town Owned Property

The Grafton Board of Selectmen shall be responsible for the naming of town owned properties when it is requested that the proposed property, for historical, cultural, geographical, memorialization or other such purpose, should be recognized with a formal name or title, except for school property, which, by law, is solely under the control of the School Committee. For purposes of this policy, property shall include land or structures acquired by the Town through purchase, gift or other such means.

Policy

1. The Board of Selectmen is responsible for the naming (or renaming) of any facilities located on parcels of land under the jurisdiction of the Board. A facility is defined as a building, portion of a building, driveway, intersection, walkway, or other parcel or portion of the parcel of land and places or natural features contained therein. Once a facility has been named, renaming will be approved only in extraordinary circumstances.
2. The Board of Selectmen is responsible for approval of the placement of memorial objects, artwork, signs or other fixtures on parcels of land under the jurisdiction of the Board. Examples include, but are not limited to, plaques, memorial or ornamental signs, sculptures, banner, benches, trees or other plantings, fountains, detached structures, and walls.
3. In the case of a written proposal by an applicant for co-memorization of a Veteran, the Committee shall forward a copy of the request to the Director of Veteran Services (hereinafter "Director") for consideration of memorializing a square in the name of the Veteran. The Applicant will provide all necessary documentation as requested by the Director. Within 60 days of receiving documentation that is satisfactory to the Director, he or she shall make a recommendation to the Board of Selectmen as to the naming of a Memorial Square in honor of the Veteran.

Criteria

The purpose of naming is to recognize, honor or memorialize. Facilities may be named after persons, organizations, historical Town sites, or given functional names related to the purpose of the place. If a facility is to be named after a person, that person must be of exemplary character, have lived in the Town of Grafton at least 10 years, be deceased for a period of at least 12 months, have made an outstanding contribution to education, humanity or the community, or have displayed outstanding leadership, or be a person of historical significance.

Naming Structures and Spaces

When a new structure or facility is built, or a name is proposed for an existing space, the Board of Selectmen shall solicit input from the community and may also submit their own ideas. The Naming Committee shall implement and maintain a process for evaluating naming proposals. This evaluation process shall reflect the values of the community. The Board of Selectmen shall vote on the nomination and present at Annual or Special Town Meeting in accordance with MA General Laws.

Specific Criteria

Before making a decision on a proposal for the naming or renaming of a public facility, the Committee will take into consideration the following naming criteria:

- A. A person/organization of excellent reputation and character who/which has set an example of outstanding citizenship and/or has made an exemplary contribution of time, service or resources to or on behalf of the community.
- B. A national noteworthy public figure or official.
- C. An event of historical or cultural significance.
- D. A significant donation or bequest, establishment of a trust or other similar action.
- E. Renaming of public facilities shall be rare and made only under the most extenuating circumstances.

All proposals to name or rename a public facility shall be in writing and sent to or referred to the Board of Selectmen, in care of the Town Administrator.

Where appropriate, the cost of any signage or memorial shall be borne by the petitioner or some other entity named by the petitioner and the appearance of said signage or memorial shall be approved, in writing, in advance by the Board of Selectmen upon the advice of appropriate boards, committees or departments, where appropriate

TOWN OF GRAFTON PUBLIC PROPERTY NAMING POLICY

PURPOSE

The Board of Selectmen believes that the naming of public property such as buildings, parks, squares and ways is a matter of great importance and deserves careful consideration. The Board, therefore, establishes this policy to establish a systematic and consistent approach for the naming of Town-owned property.

APPLICABILITY

This policy shall apply to all Town-owned property subject to the care, custody and control of the Board of Selectmen. Such property is comprised of all the real estate and personal property owned by the Town, that is not by law or Town Meeting vote placed in the charge of another particular board, committee, officer or department.

GUIDELINES

The naming of public property should be done sparingly, with compelling reasons stated by the petitioners. As part of the naming process, it is the Board of Selectmen's goal to inform a wide cross-section of the public when a proposal to name a public property is brought before the Board for consideration. When considering naming of any public property or portion thereof, the Board may consider the following guidelines:

1. Priority should be given to names carrying geographical, historical or cultural significance to the area in which the property is located or to the Town as a whole.
2. The property may be named after an individual or organization that has made significant financial and/or civic contributions to the Town or that has made a direct financial grant to the Town for the purposes of developing a particular property.
3. If a facility is to be named after a person, that person must be of exemplary character, have lived in the Town of Grafton at least 10 years, be deceased for a period of at least 12 months, have made an outstanding contribution to education, humanity or the community, or have displayed outstanding leadership, or be a person of historical significance.
4. Suggestions for the naming of any public property or portion thereof may come to the Board from any town official or member of the public.

PROCESS

1. A written request to name a public property must be submitted to the Board of Selectmen signed by a minimum of seventy five (75) registered voters. This written request must clearly explain the rationale and/or compelling reasons for naming said public property.

2. Within fourteen (14) days of receipt of the public property naming request by the Board of Selectmen, the Town Clerk shall certify the signatures as voters registered in the Town of Grafton.
3. Following certification by the Town Clerk, the Board of Selectmen shall schedule a public hearing to discuss the public property naming request and shall publish a public hearing notice in a paper of local circulation at least thirty (30) days prior to the hearing. The proponents of the public property naming request are strongly encouraged to publish information supporting the request in the local paper prior to the hearing date. Further, the Board may solicit the advice of the Grafton Historical Commission, surrounding property owners, residents, affected parties, other Town officials, groups or individuals that the Board believes may contribute meaningful input.
4. The Board of Selectmen shall publish a second notice of the public hearing regarding the public property naming request in a paper of local circulation at least fifteen (15) days prior to the hearing.
5. The Board of Selectmen holds the public hearing on the public property naming request.
6. Following the close of the meeting in which the public hearing on the public property naming request was held, and at a subsequent, regularly scheduled meeting of the Board of Selectmen, the Board of Selectmen vote on the public property naming request.
7. This policy is meant to serve as a guide to those persons seeking to name a public property. Nothing herein shall be construed so as to limit the Board's authority to use its discretion based on the facts and circumstances surrounding a particular issue.

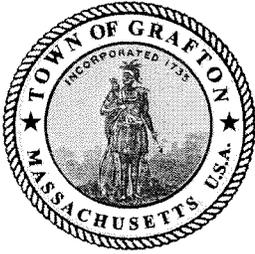
This Policy may be amended or rescinded by the Board by majority vote.

If the Board is in agreement, the Board will vote to sign the Town Policy on Naming Town Owned Property.

Motion:

Ms. Chairwoman:

I move the board vote to sign the Town Policy on Naming Town Owned Property.



**OFFICE OF THE
TOWN ADMINISTRATOR**

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

Town Administrator: *Timothy P. McInerney*
mcinerneyt@grafton-ma.gov
www.grafton-ma.gov

To: Whom it May Concern

Date: October 4, 2016

RE: Nature's Remedy-Registered Marijuana Dispensary

The Town of Grafton Board of Selectmen is not opposed to Nature's Remedy to operate a Registered Marijuana Dispensary in Grafton for cultivating and selling for medicinal purposes only. We have been authorized to provide this letter on behalf of the Board of Selectmen by a vote taken at a duly noticed meeting held on October 4, 2016.

The Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use pursuant to local permitting.

Jennifer Thomas -Chair

Bruce Spinney, III – Vice Chair

Sargon Hanna – Clerk

Brook Padgett

Craig Dauphinais

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is entered into pursuant to M.G.L. 44, §53A this 4th day of October, 2016 by and between the TOWN OF GRAFTON, a Massachusetts municipal corporation with a principal address of 30 Providence Rd., Grafton, MA 01519 (the "Town"), and NATURE'S REMEDY, a Massachusetts nonprofit corporation with a principal address of 109 State Street, Boston, MA 02109 (the "Operator").

WHEREAS, the Operator wishes to locate a Registered Marijuana Dispensary cultivation and dispensing facility ("RMD") at 8 Millennium Drive, Grafton, Massachusetts (the "Facility") in accordance with the laws of the Commonwealth and the regulations issued by the Massachusetts Department of Public Health ("DPH"); and

WHEREAS, the Operator intends to assure the Town that it will pay real estate and/or personal property taxes attributable to the Facility and the premises on which the Facility is located, regardless of the final determination of the Commonwealth with regard to the treatment of the related non-profit entity and assuming all contingencies noted below are met; and

WHEREAS, the Operator, in the event that it receives a Final Certificate of Registration from DPH to operate an RMD dispensing facility in Grafton, as a good neighbor and contributing member of the business community of the Town, in the event the contingencies noted below are met, intends to provide certain benefits to the Town over and above tax revenue and the increased employment base and other typical economic development benefits attributable with similar new manufacturing concerns locating in the Town;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the Operator and the Town agree as follows:

1. Annual Payment: The Operator agrees to make a donation to the Town in the amounts and under the terms provided herein ("the Funds,,"). The Treasurer of the Town shall hold the funds in a separate gift account, to be expended by the Board of Selectmen without further appropriation pursuant to G.L. c. 44, §53A, for the purposes of addressing the potential health, safety, and other effects or impacts of the RMD dispensing facility on the Town and on municipal programs, services, personnel, facilities. The funds shall be used at the Town's sole discretion, as determined by the Board of Selectmen.
 - (a) For the purposes of this Agreement, "Total Sales" shall mean the total gross sales revenue from inventory cultivated and produced in Grafton, Massachusetts and sold in any dispensary of Operator in Massachusetts, and the term "Grafton Sales,," shall mean gross sales revenue from sales of inventory at a retail dispensary located in Grafton, Massachusetts.

(b) The Operator shall pay to the Town an "Annual Payment" in the amount of the percentage of Total Sales in addition to the percentage of Grafton Sales, as set forth below, with the maximum amount of the Annual Payment in any year not to exceed \$250,000:

Year	Minimum Payment	Percentage of Sales
1	\$25,000	1.0% of Total Sales plus .5% of Grafton Sales
2	\$75,000	1.0% of Total Sales plus .5% of Grafton Sales
3	\$100,000	1.0% of Total Sales plus .5% of Grafton Sales
4 and thereafter	2.5% greater than the prior year's Annual Payment	1.5% of Total Sales plus 1.25% of Grafton Sales

- (c) Each Annual Payment shall be paid to the Town in two installments with the first due on the 1st day of the thirteenth month after the opening of any dispensary location by the Operator and the second due six (6) months thereafter. Each Annual Payment will continue to be paid in two installments every six (6) months thereafter during the operation of this Agreement.
- (d) This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Operator will perform an internal review every six months to determine if Operator's EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization) can sustain the payments under the Agreement and remain positive. In the event Operator is unable to maintain a positive EBITDA and sustain the payments under this Agreement, Operator shall notify the Town and shall have the right to defer payments until such time as Operator is able to make the payments and maintain a positive EBITDA. The deferred payments shall be subject to an annual administrative fee of 5% of the payments due under this Agreement (pro-rated for that portion of a year that the payment remains unpaid). In the event of a dispute as to whether the Operator can sustain payments under this Agreement and maintain a positive EBITDA, the Town shall retain all rights and remedies to enforce the terms of this Agreement.

2. Financial Records and Audit Rights of Town:

- (a) The Operator shall submit financial records to the Town within 30 days after each installment of the Annual Payment with a certification of Total Sales and Grafton Sales with respect to each installment payment due.
- (b) All financial records submitted to the Town shall be simultaneously submitted to DPH by the Operator. The Operator shall also submit to the Town copies of any additional financial records that the Operator must submit to DPH.

- (c) The Operator shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the DPH. All records shall be kept for a period of at least seven (7) years.
 - (d) During the term of this Agreement and for three (3) years following termination of this Agreement, the Town shall have the right to examine, audit and copy (at its sole cost and expense), those parts of the Operator's books and financial records which relate to the determination of the required Annual Payment and to the Operator's compliance with this Agreement, including but not limited to Operator's claims for deferral under paragraph 1(e). Such examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with the Operator's normal business activities.
3. Purpose of Annual Payment: Although the purpose of the Funds is to assist the Town in addressing any public health, safety, and other impacts the RMD may have on the Town, the Town may expend the above referenced payments at its sole and absolute discretion.
4. Property Taxes:
- (a) At all times during the term of this Agreement, property, both real and personal, owned or operated by the Operator shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Operator or by its landlord, and the Operator shall not challenge the taxability of such property and shall not submit an application for any statutory exemption from such taxes.
 - (b) Notwithstanding Section 4(a), if: (i) real or personal property owned or operated by the Operator is determined to be exempt for taxation or partially exempt; or (ii) the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, then the Operator shall pay to the Town an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Section 4(b) shall be in addition to the payments made by the Operator under Section 1 of this Agreement.
 - (c) This Agreement does not limit or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and issue, or deny, applicable permits and other approvals under

the statutes and regulations of the Commonwealth, the general and zoning by laws of the Town, and/or applicable regulations of the said boards, commissions, and departments, or to enforce said statutes, by laws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the RMD dispensing facility to operate in the Town, or to refrain from enforcement action against the Company and/or its RMD dispensing facility for violation of the terms of said permits and approvals or said statutes, by laws, and regulations.

5. Sales Taxes: The Town reserves the right to collect sales taxes, or similar transactional taxes, from the Operator, in the event that such collections are authorized by law during the term of this Agreement. The payment of any such taxes described in this Section 5 shall be in addition to all other payments made by the Operator under the terms of this Agreement.
6. Security: The Operator shall maintain a cooperative relationship with the Grafton Police Department, including but not limited to attending periodic meetings to review operational concerns, cooperation in investigations, and communication to the Grafton Police Department of any suspicious activities on the RMD site.
7. Local Hiring: Except for senior management positions, the Operator commits to hiring local, qualified employees to the extent consistent with law. In addition to the direct hiring, the Operator will work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Grafton area where possible.
8. Termination: This Agreement shall terminate at the time that either of the following occurs:
 - a. the Town notifies the Operator of the Town's termination of this Agreement;
or
 - b. the Operator ceases to operate a RMD facility in Grafton.
9. Registration Contingency: The obligations of the Operator and the Town set forth in this Agreement are contingent upon the issuance by DPH to the Operator of a Final Certificate of Registration for the operation of a RMD facility in Grafton.
10. Compliance with Legal Requirements: The Operator shall comply with all laws, rules, regulations and orders applicable to the operation of an RMD, including the bylaws and regulations of the Town, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of an RMD.

11. Recreational Use: This Agreement applies solely to the operations of the Operator in accordance with a DPH issued license. In the event it becomes permissible under Massachusetts law for the Operator to cultivate, sell or distribute marijuana at the RMD dispensing facility for purposes other than those initially authorized by the DPH license, the Operator agrees to do so only after receiving approval from both the Board of Selectmen and the Board of Health prior to engaging in any such sale or distribution. Operator undertakes this obligation voluntarily and after consultation with counsel, and acknowledges that it will not seek to circumvent this contractual obligation even if no law or regulation would otherwise require Operator to receive such approvals. Therefore, the parties acknowledge that this provision shall remain enforceable even if no local approvals are required by law, and notwithstanding any provision of law or regulation that calls into question the enforceability of this provision.
12. Additional Funding: Should the Town realize an increase in substance abuse within its school district and/or the Town, as determined solely by the Grafton Police Department in consultation with the Board of Selectmen, Nature's Remedy will provide grant funding for drug awareness and abuse programs not to exceed \$25,000 no sooner than one year following the opening of the company's Grafton retail dispensary location.
13. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth above or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.
14. Binding Effect: The Operator 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 Funds payable under the Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Operator). Neither the Town nor the Operator shall assign or transfer any interest in the Agreement without the written consent of the other.
- The Operator agrees to comply with all laws, rules, regulations, and orders applicable to the RMD dispensing facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for operation of the facility. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of G.L. c. 40A, § 3 from the requirements of the Town's zoning by law.
15. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit

the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

16. Amendment: This Agreement may only be amended by a written document duly executed by both of the Parties. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.

17. Headings: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained in this Agreement.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.

20. Entire Agreement: This Agreement, including all documents incorporated by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement 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.

21. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto set their hands and seals on the day and year first above written.

TOWN OF GRAFTON
By its Board of Selectmen:

NATURES REMEDY, INC.

By: _____
Name:
Title: Chief Executive Officer

Recommended by its Town Administrator

Timothy P. McInerney

If the Board is in agreement, the Board will vote to sign the Marijuana Host Agreement and the Letter of Non Opposition with Nature's Remedy.

Motion:

Ms. Chairwoman:

I move the board vote to sign the Marijuana Host Agreement and Letter of Non Opposition with Nature's Remedy.

If the Board is in agreement, the Board will vote to notify the Town Assessor to raise \$1.5 million for roads stabilization.

Motion:

Ms. Chairwoman:

I move the board vote to notify the Town Assessor to raise \$1.5 million for roads stabilization.

Rebecca Meekins

From: Rob Winchell
Sent: Friday, September 30, 2016 12:03 PM
To: Rebecca Meekins
Subject: Re: Conservation Restriction and Public Trail Easement

Rebecca,

The document that was submitted for signature by the Selectmen is based on the template provided by the State for a Conservation Restriction. (<http://www.mass.gov/eea/docs/eea/dcs/model-cr-sept2016.docx>). While the application process for a conservation restriction doesn't specifically require these signatures, it is provided as part of the model template. Similar conservation restrictions (including the Williams Preserve CR adjacent to this property) that were previously implemented were also submitted to and signed by the Board of Selectmen. I expect that the State asks for this as a sign of support from the town in accepting the CR.

The property that is being put under CR is owned by Peter and Shirley Williams. It is a ~3.5 acre parcel that is adjacent to the existing 70 acre Williams Preserve, which is owned by the Williams and has a CR held by the Grafton Land Trust that was put in place in 2007. This new parcel provides not only additional public trails and open space, but off-street parking to allow people better access to the trail system. This is one of the most popular and well used Land Trust properties.

Regards,
Rob

From: Rebecca Meekins <meekinsr@grafton-ma.gov>
To: rbwinchell@yahoo.com
Sent: Friday, September 30, 2016 11:41 AM
Subject: Conservation Restriction and Public Trail Easement

Hi Rob-

We spoke on the phone earlier this week regarding the public trail easement on the Selectmen's Agenda for Tuesday October 4. Are you able to send over a quick summary of the action needed for the Selectmen? Anything you can provide is greatly appreciated!

Thanks
Rebecca

Rebecca Meekins
Office of the Board of Selectmen
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

CONSERVATION RESTRICTION
and
PUBLIC TRAIL EASEMENT

Peter H. Williams and Shirley J. Williams of 128 Brigham Hill Road, North Grafton, Massachusetts 01536, together with their heirs, devisees, successors and assigns ("Grantor") hereby grant, as a charitable gift, with quitclaim covenants, to Grafton Land Trust, Inc., a Massachusetts charitable corporation with an address of 37 Wheeler Rd., North Grafton, Massachusetts 01536, its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, a conservation restriction and public trail easement having the terms and conditions hereinafter set forth (the "Conservation Restriction") on certain land located in the town of Grafton, Worcester County, Massachusetts, containing approximately 3.44 acres, more or less, according to a Plan dated November 30, 2007 recorded in the Worcester District Registry of Deeds in Plan Book 863, Plan 121.

Purpose

This Conservation Restriction is defined in and authorized by Sections 3 1-33 of Chapter 184 of the General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominantly in their natural, scenic and open condition, and to prevent any use of the Premises that will significantly impair or interfere with the conservation values thereof. The conservation and permanent protection of the Premises will yield a significant public benefit by promoting the following conservation interests:

1. To preserve open space for the benefits such space provides as a habitat for native, animal and bird species and the natural ecosystem.
2. To protect and preserve the natural ecosystem, flora and fauna, for the benefits such natural spaces provide to the positive quality of life for the residents of Grafton, North Grafton and other areas surrounding the parcel.
3. In conjunction with abutting properties already preserved in their natural state to provide a larger and more secure preserved corridor for native animal and bird species rather than the current smaller, more isolated oasis parcels.
4. To protect and preserve local ground water supplies through the creation of a larger block of land to be permanently maintained in its natural state (over 100 acres) when combined with abutting properties already protected as well as possible additional properties in the future.
5. To provide for the improved scenic enjoyment of the public in perpetuity through the protection of this significant block of natural land by eliminating its possible future development for residential purposes.

6. To allow limited public access for both educational and passive recreational purposes through a limited and monitored trail system on the subject property and abutting properties that ensures that such public use will be sensitive to and complementary to the preservation and protection of natural species and the land itself.
7. To improve and facilitate public access to not only the subject property, but also the abutting already-preserved properties through the property's significant frontage on a public road and the creation of an off street parking lot on a portion of this parcel.

Terms

The terms of this Conservation Restriction are as follows:

A. Prohibited Uses. Except as to reserved rights set forth in paragraph B below, the Grantor will neither perform nor allow others to perform the following acts and uses which are expressly prohibited on, above, or below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, sand, rock or other mineral resources or natural deposit;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks, except that soil and other materials may be temporarily placed and stored on the Premises for use in connection with activities permitted under paragraph B;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, flood control, wildlife habitat, water conservation, water quality, erosion control, soil conservation or scenic views;
6. The storage or application of pesticides, herbicides, insecticides, fungicides, or other poisons except those that are approved in writing by Grantee, that do not impair water quality, and for which any necessary permits have been obtained;
7. The use, parking, or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as to the limited off street parking provided on a portion of this parcel, or except as required in emergencies or by police,

firefighters or other governmental agents in carrying out their lawful duties;

8. Removing or destroying the stone walls now existing on the Premises;
9. Commercial recreational activities; and
10. Any other use of the Premises or activity thereon which materially impairs the purposes of this Conservation Restriction or other significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.
11. Division or subdivision of the Premises except with the prior written consent of the Grantee, provided that in any event, no portion of the Premises shall be used to satisfy regulatory requirements with respect to construction or development on the Premises or any other land.

B. Reserved Rights. Notwithstanding the provisions of paragraph A, the following activities and uses (together with all uses and activities not explicitly prohibited by paragraph A) are permitted, but only if they do not materially impair the purposes of this Conservation Restriction or other significant conservation interests:

1. Agricultural, horticultural and animal husbandry operations carried on in accordance with sound agricultural management practices (including without limitation the cultivation, mowing, and grazing of existing fields and meadows, the composting of organic and naturally occurring materials, and the installation of sight-pervious fences) provided that all such operations shall be carried out so as to protect water quality and that grazing, fertilizing, and manure accumulation shall not be permitted within one hundred feet of any watercourse or wetland;
2. In accordance with the best management practices and recommended guidelines set forth in the current Massachusetts Forestry Best Management Practices Manual (Kittredge & Parker, 1996), or in subsequent editions thereof if approved by the Grantee, or in such other manual or description of best management practices as the parties may agree upon from time to time,
 - a. selective pruning and cutting for the following purposes: to improve wildlife habitat; to mark boundaries; to prevent, control or remove hazards, disease, or damage from insects, storm, or fire; to control or remove invasive or exotic species; or, at least fifty feet from watercourses and wetlands, to preserve the present condition of the Premises;
 - b. piling and composting of stumps, tree limbs, brush, and similar biodegradable materials originating on the Premises in locations where they will not materially impair the purposes (including scenic values) of this Conservation Restriction.

- c. at least fifty feet from watercourses and wetlands, harvesting trees to provide firewood or construction materials, in both instances for use by the Grantor but not for sale; and
 - d. at least fifty feet from watercourses and wetlands and in accordance with all applicable statutes and regulations including any plans required thereunder, the cutting of trees for any purpose, including without limitation commercial timber production, in accordance with a plan, prepared by a Massachusetts licensed professional forester and approved by the Grantee, that is designed to protect the conservation values of the Premises, including without limitation, scenic and wildlife habitat values.
3. With the prior written approval of the Grantee, conversion into pasture, meadow or field of wooded portions of the Premises, provided that the land clearing is carried out in accordance with a forest cutting plan approved by the Grantee and that no such clearing or conversion shall take place within one hundred feet of any watercourse or wetland;
4. The construction, installation, maintenance, repair and replacement of:
 - a. trails and woods roads for pedestrian use and horseback riding (including trail markers and a reasonable number of directional, informational, or admonitory signs no larger than two square feet) or as reasonably necessary for the uses herein permitted;
 - b. gates, stone walls, and sight-pervious fencing, provided that existing stone walls will remain in their present location and condition (except as they may be reconfigured to allow breaks therein in conjunction with any trails on the property or as they may be rebuilt and/or repaired so as to approximate their condition when first built, as nearly as that can be determined); and
 - c. boundary markers and a reasonable number of signs no larger than two (2) square feet indicating the status of the land as a conservation area and any restrictions on its use;
5. Non-commercial recreational activities such as hiking, cross-country skiing, hunting, fishing, horseback riding, nature study, and camping, including the erection and use of such accessory structures as blinds and birdhouses, and the temporary use of tents;
6. The use of motor vehicles as reasonably necessary in connection with farming, forestry or residential uses permitted under this paragraph B or as reasonably necessary in exercising any of the other rights reserved in this paragraph B; and
7. Other activities requested by the Grantor and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is not a prohibited use, and is

consistent with, and does not materially impair, the purposes of this Conservation Restriction or the conservation values of the Premises.

The exercise of any right reserved by Grantor under this paragraph B shall be in compliance with applicable zoning requirements, the Wetlands Protection Act (General Laws Chapter 13 1, Section 40) and all other applicable federal, state and local laws and regulations. The inclusion of any reserved right in this paragraph B requiring a permit from a public agency does not imply that Grantee or the Commonwealth takes any position on whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by Grantee is required hereunder, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe -the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. Failure of Grantee to respond in writing within such 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity will not materially impair the purposes of this Conservation Restriction.

Any written notice required or permitted hereunder shall be deemed delivered if sent by certified mail, return receipt requested, postage prepaid, to the Grantor or the Grantee at the addresses set forth at the beginning of this instrument or, with respect to assignees, to the address set forth in a recorded instrument transferring title to the Premises or rights hereunder, or to such other addresses as the parties may designate in writing from time to time, or that is reasonably ascertainable.

D. Extinguishment. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph D.1 below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. Grantee shall administer its share of the proceeds in trust for use in a manner consistent with the conservation purpose set forth herein.

1. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph to a property right, immediately vested in Grantee, with a fair market value determined by multiplying the then-current fair market value of the Premises unencumbered by this Conservation Restriction (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of this Conservation

Restriction at the time of this grant to the value of the Premises, without deduction for the value of this Conservation Restriction, at the time of this grant. The values at the time of this grant shall be determined using the methods used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of this Conservation Restriction to the value of the Premises unencumbered by this Conservation Restriction shall remain constant.

2. Condemnation. Whenever, if ever, all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken). Grantee shall administer its share of the proceeds in trust for use in a manner consistent with the conservation purpose set forth herein.

E. Access. The Conservation Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except that

1. There is hereby granted to Grantee and its representatives the right to enter the Premises
 - a. at reasonable times, with reasonable notice and in a reasonable manner for the purpose of inspecting the Premises to determine compliance herewith (and the Grantor agrees that if the determination of such compliance ever depends on a bona fide question as to the exact location of any boundary or boundaries of the Premises, the Grantor shall engage an independent surveyor acceptable to the Grantee to establish the location of such boundary or boundaries and to install permanent boundary markers);
 - b. after thirty (30) days prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof;
 - c. at reasonable times, with reasonable notice and in a reasonable manner to construct, install, maintain, repair, and replace boundary markers and a reasonable number of signs no larger than two (2) square feet indicating the status of the land as a conservation area and any restrictions on its use; and

- d. at reasonable times, with reasonable notice and in a reasonable manner for the purpose of maintaining the trails described in Exhibit 1 attached, including the installation and maintenance of trail markers and a reasonable number of directional and informational signs no larger than two square feet; and

2. There is hereby granted to the general public the right to pass and repass over the property on foot, on cross country skis, or snowshoes, during daylight hours for purposes of passive recreation over the trails over the abutting land in a Conservation and Restriction of Public Trail Easement deed previously recorded in the Worcester District Registry of Deeds in Book 42249, Page 66.

This public right to pass and repass expressly excludes the use of wheeled vehicles of any sort, whether motorized or non-motorized.

F. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to such violation (it being agreed that Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee. Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations not caused by Grantee or its agents. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver.

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, trespass, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. After any injury to the Premises resulting from such causes, the parties shall cooperate in attempting to restore the Premises to their condition prior to such injury, if such restoration is feasible and would promote the conservation purposes of this Conservation Restriction.

H. Duration and Assignability. The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction, and Grantor hereby appoints Grantee as attorney-

in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request. The benefits of this Conservation Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purposes of this Conservation Restriction continue to be carried out, and (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly.

I. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of such transfer or of this Conservation Restriction, and shall not limit the enforceability of this Conservation Restriction in any way. The parties intend that any future acquisition of the Premises by the Grantee shall not result in a merger of this Conservation Restriction into the fee. Nevertheless, no deed or other instrument purporting to convey to the Grantee the fee in any part of the Premises shall be effective, and the Grantee agrees that it will not accept any such deed or other instrument, unless in both cases the Grantee has first assigned this Conservation Restriction with respect to such part of the Premises in accordance with paragraph H above or unless it has first been established by law that such a conveyance does not result in a merger.

J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Conservation Restriction, shall survive the transfer.

K. Estoppel Certificates. Upon written request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor. Grantee's failure to execute and deliver such a document within such time period shall be conclusive evidence that the Grantor is in full compliance with all such obligations referred to in such request as of the date thereof.

L. Representations of the Grantee. The Grantee represents that it is a private, charitable, non profit conservation land trust, that it is a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats and environmentally sensitive areas and for other charitable, scientific and educational purposes, and that it has both the necessary funds and the commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms.

M. Construction.

1. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to affect the purposes of this Conservation Restriction and the policy and purpose of General Laws Chapter 184, Sections 3 1-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
3. Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
4. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.
5. Joint Obligation. The obligations imposed by this Conservation Restriction upon the parties that together comprise "Grantor" shall be joint and several.
6. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
7. Effective Date. Grantor and Grantee intend that this instrument shall take effect when all requisite signatures pursuant to Section 32 of Chapter 184 of the General Laws have been obtained and this document has been delivered to the Grantee and recorded in the Worcester District Registry of Deeds. This Conservation Restriction shall be recorded in a timely manner.
8. Preexisting Public Rights. Approval of this Conservation Restriction is not to be construed as representing the existence or non-existence of any pre-existing rights of the public in and to the Premises, and such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
9. Amendment. Should circumstances in the future occur that make an amendment to this Conservation Restriction necessary, any such amendment shall be in writing signed by the parties hereto and shall be effective only when approved by the Selectmen of the Town of Grafton and the Secretary of

Energy and Environmental Affairs under Section 32 of Chapter 184 of the General Laws and recorded at the Worcester District Registry of Deeds, provided however that no amendment shall affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 3 1-33 of Chapter 184 of the General Laws of Massachusetts, and any amendment shall be consistent with the purposes of this Conservation Restriction, and shall not affect its perpetual duration.

No documentary stamps are required as this Conservation Restriction and Public Trail Easement is a gift.

Executed under seal this 14th day of June, 2016.

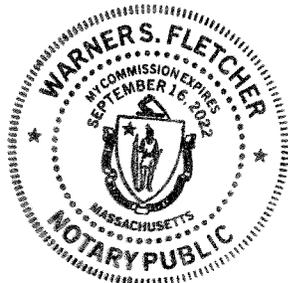

Peter H. Williams

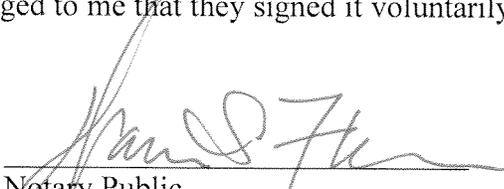

Shirley J. Williams

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 14th day of June, 2016, before me, the undersigned notary public, personally appeared PETER H. WILLIAMS and SHIRLEY J. WILLIAMS, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.




Notary Public
My commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction and Public Trail Easement is accepted this 30th day of June, 2016.

Grafton Land Trust, Inc.

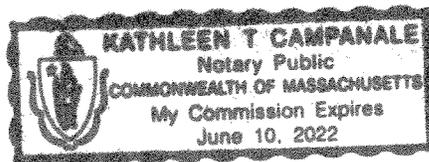
By: [Signature]
President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 30th day of June, 2016, before me, the undersigned notary public, personally appeared Robert W. Winkler, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that HE signed it voluntarily for its stated purpose.

KATHLEEN T CAMPANALE
[Signature]
Notary Public
My commission expires:



APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Grafton, Massachusetts, hereby certify that at a meeting duly held on June , 2016, the Selectmen voted to approve the foregoing Conservation Restriction and Public Trail Easement pursuant to M.G.L. Chapter 184, Section 32.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this day of June, 2016, before me, the undersigned notary public, personally appeared _____, _____, and _____, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction and Public Trail Easement has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Secretary of Energy and Environmental Affairs

Date: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this day of , 2016, before me, the undersigned notary public, personally appeared , proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

If the Board is in agreement, the Board will vote to approve the Conservation Restriction and Public Trail easement for the Williams property adjacent to the Williams Preserve.

Motion:

Ms. Chairwoman:

I move the board vote approve the Conservation Restriction and Public Trail Easement for the property specified in the agreement.



Grafton Affordable Housing Trust
30 Providence Road
Grafton, MA 01519

MEMORANDUM

To: Jennifer Thomas, Chairwoman
Board of Selectmen

From: Ann Morgan, Assistant Planner

Date: September 15, 2016

Subject: 30 Tulip Circle, Hilltop Farms

On September 14, 2016 the Trust reviewed correspondence from CHAPA to the Town of Grafton through the Board of Selectmen regarding the resale of an affordable unit with the address of 30 Tulip Circle in the Hilltop Farms condominium complex. Trust members present at the meeting were Chairman Dan Crossin, Vice Chairwoman Mary Campbell, Treasurer Bruce Spinney, Clerk Charles Pratt and Members Kris Koliss and Ruth Anderson.

It is the Trust's understanding that the Board of Selectmen are required to respond to CHAPA regarding the Town's option to exercise its Right of First Refusal on the resale of these units.

The Trust voted unanimously 6-0 to recommend that the Town refuse the option to purchase these units or assist the property owners in locating an eligible buyer thereby requiring CHAPA to proceed with assisting the owners.

Please contact me if you have any questions



President
Jeanne Pinado

Vice President
Charleen Regan

Treasurer
Joseph Flatley

Clerk
Naomi Sweitzer

Executive Director
Brenda Clement

July 19, 2016

Ms. Brook Padgett, Chairman
Board of Selectmen
The Town of Grafton
30 Providence Road
Grafton, MA 01519

Dear Ms. Padgett:

This letter is sent to Town of Grafton on behalf of Karenina Rocha Lee, the current owner of an affordable property under Chapter 40B, to inform you of the owner's intent to sell her affordable unit. The unit is located at 30 Tulip Circle and is part of Hilltop Farm, a Chapter 40B project for which Citizens' Housing and Planning Association (CHAPA) serves as the Monitoring Agent.

Based on the affordable housing deed rider for Karenina Rocha Lee, CHAPA has determined that the Maximum Resale Price for the above-referenced unit is \$149,000.00. Per Deed Rider, the price was set at the amount the seller originally paid. As explained in the deed rider, CHAPA and the homeowner have 90 days to locate an Eligible Purchaser for this unit. This 90-day marketing period will begin on July 20, 2016 and end on October 20, 2016. During this time, Town of Grafton can elect to purchase the unit for the Maximum Resale Price.

If an Eligible Purchaser fails to buy the unit during the 90-day period (plus the option for a 60-day extension), the current owner of the property can sell the unit to an Ineligible Purchaser, subject to the deed rider restrictions.

CHAPA has subcontracted with Mary DiDomenico as a Housing Consultant to assist us with the resale of this unit. When a new Purchaser buys an affordable unit, a new deed restriction is signed and recorded and the unit remains on the Town's subsidized housing inventory.

Please feel free to contact me at 617-742-0820 with any questions regarding this matter.

Sincerely,

Elizabeth Palma-Diaz
Senior Program Manager

cc: Karenina Rocha Lee
Ann V. Morgan, Planning Department



If the Board is in agreement, the Board will vote NOT to exercise its right of first refusal for the property located at 30 Tulip Circle as recommended by the Affordable Housing Trust.

Motion:

Ms. Chairwoman:

I move the board vote not to exercise its right of first refusal for the property located at 30 Tulip Circle as recommended by the Affordable Housing Trust.

September 15, 2016

To Whom It May Concern:

I am writing on behalf of the coordinating team from Grafton High School for the Eschelbacher 5K Memorial Walk/Run. We are requesting permission to hold the race on November 12th, 2016 at 10 AM. The race was held for the first time last year and was a great success so we are hoping to continue the tradition.

Mr. Eschelbacher was a remarkable teacher at Grafton High School and an avid runner who passed away suddenly in the summer of 2015. He left behind a wife and four children. All proceeds of this race will go towards the Eschelbacher scholarship at Grafton High School.

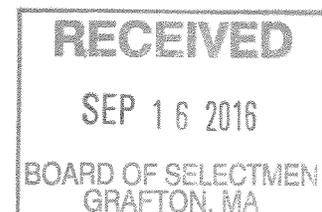
In order to obtain proper safety guidelines, we will be working with Chief Creapeu at the Grafton Police Department. For further safety precautions we will also be working with Clare Garabedian and the CERT Team. The route of the race is as follows: start at the high school, taking a right onto Providence Rd, right onto Brigham Hill Rd, left onto Crosby, right onto Millbury St, left onto Hudson St, right to Brigham Hill Rd, left onto Providence Rd and finishing back at the High School. This is the same route that has been used by previous Homecoming 5Ks and last year's Eschelbacher 5K.

Please contact us with any questions. Thank you for your time.

Heather Rowell
NHS member from the class of 2017
rowellh2017@s.grafton.k12.ma.us
(774) 545-0902 cell

Delaney Burke
NHS member from the class of 2017
burked2017@s.grafton.k12.ma.us

Ryan Tyldesley
NHS member form the class of 2017
tyldesleyr2017@s.grafton.k12.ma.us



If the Board is in agreement, the Board will vote to close roads for the Eschelbacher 5k Memorial Walk/Run to be held on November 12, 2016. The Board will vote to close roads per recommendation from the Chief of Police.

Motion:

Ms. Chairwoman:

I move the board vote to close roads for the Eschelbacher 5k Memorial Walk/Run on November 12, 2016, per recommendation from the Chief of Police.