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

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

a) DPW Site – Conservation Commission

b) CIPC- Presenting the Approved List of Capital Projects, Sargon Hanna

c) Joint Appointment – Board of Library Trustees- Aaron Vandesteen

d) Grafton Common Layout Presentation- Jeff Walsh, Graves Engineering

e) Vote to Approve Emergency Management to Purchase All Terrain Crossover Utility Vehicle

2. APPOINTMENTS

Town Administrator

Board of Selectmen

3. RESIGNATIONS

a) Ruth T. Anderson- Grafton Historical Commission

4. NEW BUSINESS

a) Vote to Approve Debt Exclusion Ballot for DPW Facility & Fire Department Apparatus

b) Vote to Sign Town Meeting Warrants

c) Path Grant Application - Planning

d) Vote to Award Paving Contract to Bevilacqua Paving

e) Vote to Sign Peregrine Energy Contract-Electricity Aggregation

f) Vote to Allow Town Administrator to Sign Abbey Villa Soccer Club Contract for Recreation

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

a) FY 17 Budget

8. MEETING MINUTES

3/29/2016

EXECUTIVE SESSION

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

ADJOURN

The Conservation Commission will make a presentation regarding the proposed DPW site.

CIPC Chair, Sargon Hanna will present the approved list of Capital Projects.

Dept.	Project title	Cost of Project	Cost with Other funding	Total Available Funding - Lease	NOTES, COMMENTS AND RECOMMENDATIONS:
				$ 1,142,836.00	Total Appropriated Funding
LEASE DPW	Street Sweeper	$ 33,175.00		$ 1,109,661.00	Reoccurring Lease Payment
LEASE Fire	Engine 2	$ 109,500.00		$ 1,000,161.00	Reoccurring Lease Payment
LEASE School	Uninvents NGES	$ 69,500.00		$ 930,661.00	Reoccurring Lease Payment
Municipal Center	Fire Alarm	$ 25,000.00	$ -	$ 905,661.00	
Police	Radio	$ 26,675.00	$ -	$ 878,986.00	
Police	Phone System	$ 22,000.00	$ -	$ 856,986.00	
Police	Vehicle (Car)	$ 37,500.00	$ -	$ 819,486.00	
Senior Center	Senior Center Upgrades	$ 23,000.00	$ -	$ 796,486.00	
School	Plumbing/HVAC Repairs (District)	$ 50,000.00	$ -	$ 746,486.00	
Fire	AWD Pumper (Replace Engine 10)	$ -	$ 367,200.00	$ 746,486.00	Debt Exclusion See Memo 02-02-16
School	Fridge Compressor Replacement (GMS)	$ 15,000.00	$ -	$ 731,486.00	
School	Sidewalk Repair (NSES)	$ 12,000.00	$ -	$ 719,486.00	
DPW	Roof -Adams rd location	$ 23,000.00	$ -	$ 696,486.00	
School	Trace Wires (SGES)	$ 30,000.00	$ -	$ 666,486.00	
Fire	Replace Tanker	$ -	$ 408,000.00	$ 666,486.00	Debt Exclusion See Memo 02-02-16
School	Pre-School Entry Way (SGES)	$ 60,000.00	$ -	$ 606,486.00	
DPW	5 Ton Truck	$ 229,500.00	$ -	$ 376,986.00	
DPW	Ford Pickup Truck	$ 35,000.00	$ -	$ 341,986.00	
School	Library A/C Repair (NSES)	$ 18,000.00	$ -	$ 323,986.00	
School	Bulk Computer Replacement (District)	$ 200,000.00	$ -	$ 123,986.00	
School	Computer Lab A/C (GMS)	$ 16,000.00	$ -	$ 107,986.00	
School	Addition of Second Grade Classroom (NSES)	$ 17,500.00	$ -	$ 90,486.00	
School	Grease Trap Replacement (MSES)	$ 11,500.00	$ -	$ 78,986.00	
Cemetery	Addition to So. Grafton Garage	$ 35,000.00	$ -	$ 43,986.00	
Recreation	Ferry St. Fence Replacement	$ 19,000.00	$ -	$ 24,986.00	
School	Additional Furniture (GHS)	$ 15,000.00	$ -	$ 9,986.00	
Recreation	Silver Lake Beach	$ -	$ 125,000.00	$ 9,986.00	CPC funding
Cemetery	Sports Topper Model BTD-10	$ 11,220.00	$ -	$ (1,234.00)	
Library	Library RFID - Self Checkout	$ 38,000.00	$ -	$ (39,234.00)	
School	1 ton Dump Replacement (District)	$ 63,000.00	$ -	$ (102,234.00)	
School	Screens (NSES)	$ 48,000.00	$ -	$ (150,234.00)	
Library	Library Patio	$ 25,000.00	$ -	$ (175,234.00)	
Recreation	Parks & Skateboard Park	$ 150,000.00	$ -	$ (325,234.00)	
~~School~~	~~Upper Parking Lot (NGES)~~	~~$ 100,000.00~~	~~$ -~~	~~$ (425,234.00)~~	
~~School~~	~~Hot Water Heater Replacement (SGES)~~	~~$ 28,000.00~~	~~$ -~~	~~$ (453,234.00)~~	
~~School~~	~~Hot Water Heater Replacement (GMS)~~	~~$ 35,000.00~~	~~$ -~~	~~$ (488,234.00)~~	
~~School~~	~~Card Access (NSES)~~	~~$ 10,000.00~~	~~$ -~~	~~$ (498,234.00)~~	
~~School~~	~~Cafeteria Ceiling (SGES)~~	~~$ 27,000.00~~	~~$ -~~	~~$ (525,234.00)~~	
~~School~~	~~Library Carpet (NGES)~~	~~$ 26,000.00~~	~~$ -~~	~~$ (551,234.00)~~	
~~School~~	~~Additional Cameras (District)~~	~~$ 25,000.00~~	~~$ -~~	~~$ (576,234.00)~~	
School	Sidewalk Repair (MSES)	$ 15,000.00	$ -	$ (591,234.00)	
~~School~~	~~Replacement Furniture (GMS)~~	~~$ 28,000.00~~	~~$ -~~	~~$ (619,234.00)~~	
~~School~~	~~Pre-School Playground (NGES)~~	~~$ 45,000.00~~	~~$ -~~	~~$ (664,234.00)~~	

Dept.	Project title	Cost of Project	Cost with Other funding	Total Available Funding - Lease	NOTES, COMMENTS AND RECOMMENDATIONS:

Summary CIPC Proposed List	
$ 2,707,270.00	42 Proposed Projects
$ 775,200.00	2 Proposed Fire Aparatus
$ 125,000.00	1 Proposed project CPC funding
$ 212,175.00	3 projects recuirring lease payment (in red)
$ 674,220.00	16 projects not funded
$ 1,132,850.00	28 projects funded
$ 9,986.00	Non-Alocated

The Board of Selectmen and the Board of Library Trustees will meet to jointly appoint Mr. Aaron Vandesteen to the Board of Library Trustees.

Aaron Vandesteen
168 Upton St. UNIT 4
Grafton, MA
(508) 839-4554
AaronMV@gmail.com

Dear **Sir or Madam**:

My name is Aaron Vandesteen and I am applying for the open 2 year Trustee position at the Grafton Public Library. My wife and I have lived in Grafton for almost 8 years and I have been a community and Family focused supporter of the public library for 5 years. Having children led me to the library as a local hub of events and activities that let me know what is going on in a town that I love. What I enjoy most about it is the frequently updated content such as audio books, electronics, and movies and is a place my kids look forward to going with me every Saturday morning. I have gotten to know much of that staff and realize that while the library may just be a building, it's the staff that make it an inviting place to visit. Beth Gallaway has done a great job of nurturing this environment.

I work as an IT engineer and project manager of which I create long term IT project plans and manage a team of other engineers to accomplish our projects on-time and within budget. This role allows me to be a contributor as well as client liaison to make sure everyone's best interests are at the heart of my project. My hobbies are singing, electronics, classic video games, movies, and instrumental music. I am described as honest and passionate about the projects I am interested in. I'm an advocate for technology but only if it fits with the needs of the community.

Currently I serve on the board of Trustees for the Laurel Hill Condominium Association at 168 Upton St. Along with my 2 other Trustees; we make decisions regarding maintenance and upkeep of the building and shared water supply as well as meet with contractors and direct funds for improvement projects. Each trustee has a unique role in that mine is to interview contractors for work on our property and sign checks whereas another mainly handles the accounting and the third interfaces with owners and helps settle disputes. I get along well with the other trustees which I feel is important when working in a role that is volunteered. It's sometimes better to concede a point rather than argue to win. It is important to keep peace among members as often when this is not the case the overall goal of the Trustee organization can be lost. I understand that as a Trustee of the library it is our goal to preserve the building and its resources for future generations.

Best regards,
Aaron Vandesteen

Aaron Vandesteen
2/8/2016

RECEIVED
FEB 16 2016
BOARD OF SELECTMEN
GRAFTON, MA

Mr. Jeff Walsh of Graves Engineering will provide a layout presentation of the Grafton Common.

PLAN NOTES:

1. EXISTING CONDITIONS WERE SURVEYED BY GRAVES ENGINEERING, INC. BETWEEN NOVEMBER 1, 2010 AND DECEMBER 22, 2010. ADDITIONAL EXISTING CONDITIONS SURVEY WAS PERFORMED ON APRIL 8, 2013. SEE BENCHMARK THIS SHEET.

2. RIGHT-OF-WAY WAS SURVEYED BY B&R SURVEY. SEE PLAN DATED JANUARY 24, 2011, PREPARED BY B&R SURVEY.

3. SUBSURFACE UTILITY DATA WAS COMPILED FROM AVAILABLE INFORMATION INCLUDING BUT NOT LIMITED TO SURFACE FEATURES, MISCELLANEOUS UTILITY AND AS-BUILT PLANS.

4. PAVEMENT MARKINGS TO BE REMOVED MUST BE GROUND OR SAND BLASTED (COVERED BY PAINT IS UNACCEPTABLE)

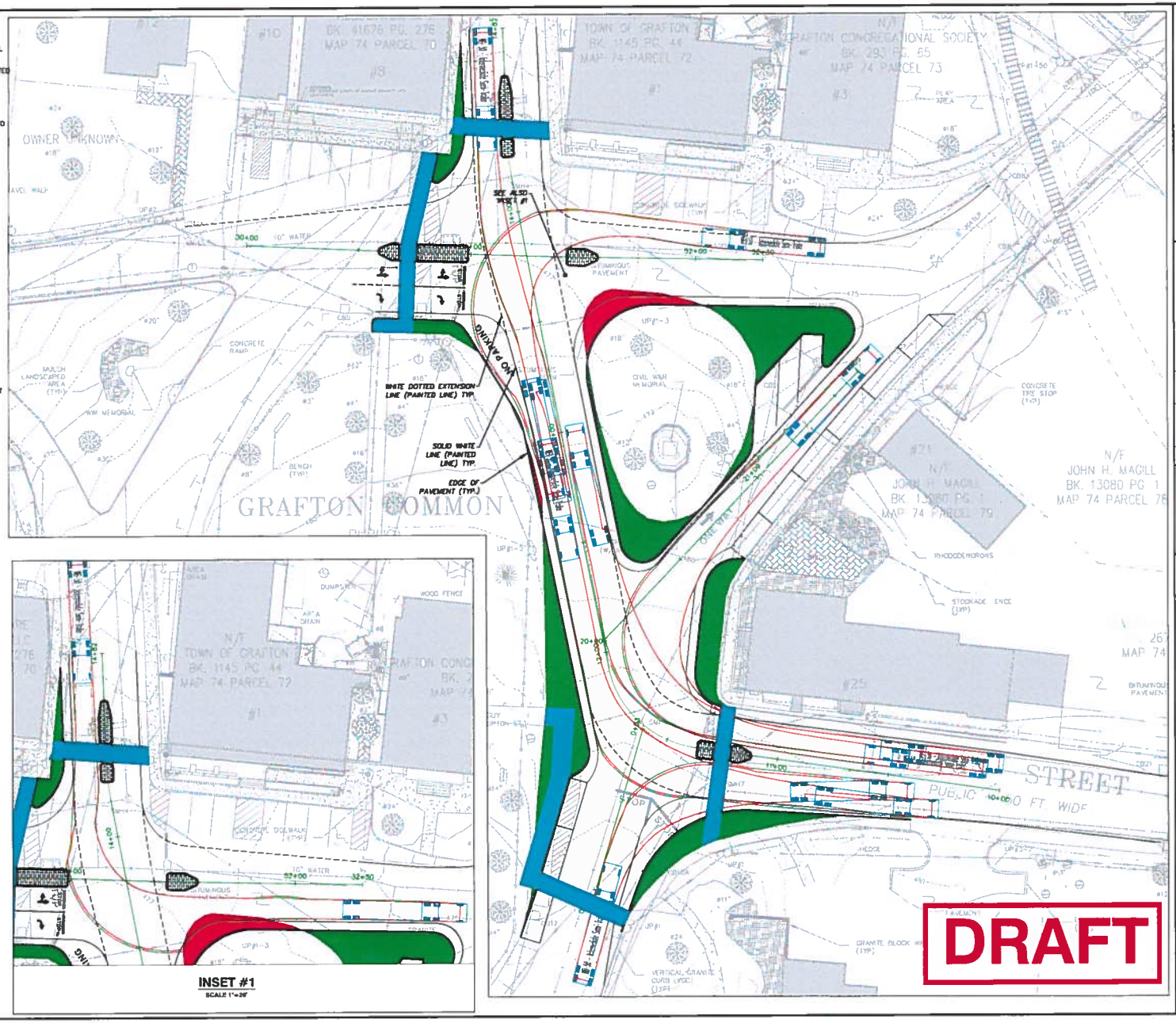
LEGEND

- RIGHT-OF-WAY
- ABUTTING PROPERTY LINE
- TIE LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- RAILROAD TRACK
- TREE/HEDGE LINE
- STOCKADE/POST FENCE
- CHAIN LINK FENCE
- DRAIN
- SANITARY SEWER
- WATER MAIN
- GAS
- OVERHEAD UTILITY
- UNDERGROUND TELECOMMUNICATIONS
- DRILL HOLE (DH)
- IRON PIPE (IP), RAILROAD SPIKE (RRS)
- CONCRETE/STONE BOUND (CB/SB), STONE POST
- CONIFEROUS TREE
- DECIDUOUS TREE
- BUSH/SHRUB
- STUMP
- DRAIN CATCH BASIN
- DRAIN MANHOLE
- SEWER MANHOLE
- FIRE HYDRANT
- WATER GATE VALVE
- WATER SHUTOFF
- GAS VALVE
- UTILITY POLE
- UTILITY POLE GUY WIRE
- TELECOMMUNICATIONS MANHOLE
- LIGHT POLE/POST
- FLAG POLE
- STREET/TRAFFIC SIGN
- MAILBOX
- BITUMINOUS ASPHALT
- PORTLAND CEMENT CONCRETE
- BRICK PAVERS
- BARK MULCH

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

811
Know what's below.
Call before you dig.



DRAFT

GRAVES ENGINEERING, Inc.
195 GROVE STREET | WORCESTER MA 01605
T 508.852.1135 | F 508.852.1137
graves@gravesengineering.com

NO.	DATE	BY	DESCRIPTION
			REVISIONS

LAYOUT PLAN - WITH WORCESTER STREET ISLAND
GRAFTON COMMON CROSSWALK RECONFIGURATION
GRAFTON, MASSACHUSETTS

CLIENT: GRAFTON DEPARTMENT OF PUBLIC WORKS
GRAFTON MUNICIPAL CENTER, 30 PROVIDENCE ROAD, GRAFTON, MA 01519

DATE: 03/25/16 | SCALE: 1"=20' | DES. BY: JMW/EAE | DRW. BY: EAE | CHK. BY: JMW | PRJ. NO.: 15508

SHEET 1 OF 1

GRAVES ENGINEERING, Inc.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Grafton Common Roadway Improvements With Traffic Island on Worcester Street

DATE: March 28, 2016

GENERAL SITE IMPROVEMENTS	UNITS	$/UNIT	QUANTITY	VALUE	MassDOT Item Number
Sediment and Erosion Control	Allow	$1,000.00	1	$1,000	
Mobilization/Demobilization	Allow	$1,000.00	1	$1,000	
Cleanup	Allow	$1,000.00	1	$1,000	
Sawcut Asphalt	L.F.	$3.00	2,050	$6,150	482.3
Loam and Seed	Sq. Yd	$7.00	650	$4,550	751 & 756
Remove Traffic Dummy at Upton Street	Allow	$1,500.00	1	$1,500	
Remove & Reset Electric Pole	Allow	$5,000.00	1	$5,000	
Remove & Reset Sign Post	Each	$100.00	3	$300	874.2
Traffic Sign	Each	$150.00	12	$1,800	
Traffic Sign Post	Each	$265.00	12	$3,180	877.3
			Subtotal:	$25,480	
		20% Contingency/Inflation:		$5,096	
		GENERAL SITE IMPROVEMENT TOTAL:		$30,576	

ROADWAY	UNITS	$/UNIT	QUANTITY	VALUE	
Remove & Dispose of Bit. Berm	L.F.	$10.00	230	$2,300	
Excavate and Haul for New Road Area	Cu. Yds.	$26.00	70	$1,820	120
Old Pavement Excavation	Sq. Yds.	$10.00	510	$5,100	129.2
Gravel Borrow for New Road	Cu. Yds.	$36.00	20	$720	151
Fine Grade and Roll	Sq. Yds.	$4.00	20	$80	170
Bituminous Asphalt Binder Course (4.5")	Ton	$180.00	55	$9,900	472
Bituminous Asphalt Top Course (1.5")	Ton	$180.00	20	$3,600	472
Vertical Granite Curb - Straight	L.F.	$40.00	525	$21,000	501
Vertical Granite Curb - Curved	L.F.	$50.00	315	$15,750	501.1
Sloped Granite Edging	L.F.	$30.00	325	$9,750	510
Granite Transition Curb For Wheelchair Ramp	L.F.	$41.00	40	$1,640	509
Remove Relocate & Reset Vertical Granite Curb	L.F.	$22.00	225	$4,950	580.1
Traffic Island Pavers	Sq. Ft.	$30.00	500	$15,000	
Pavement Arrows	Sq. Ft.	$6.00	20	$120	864.04
Parking Lines	L.F.	$1.00	315	$315	860
SWEL Line Strip	L.F.	$1.00	1,600	$1,600	860
Dashed Line Strip	L.F.	$1.00	540	$540	860
Double Yellow Line Strip	L.F.	$1.00	800	$800	860
Thermoplastic Crosswalk	Sq. Ft.	$20.00	1,650	$33,000	
Stop Bar and No Parking Paint	Sq. Yds.	$2.50	10	$25	
			Subtotal:	$128,010	
		20% Contingency/Inflation:		$25,602	
		ROADWAY IMPROVEMENT TOTAL:		$153,612	

SIDEWALKS	UNITS	$/UNIT	QUANTITY	VALUE	
Excavate and Haul for New Sidewalk	Cu. Yds.	$26.00	110	$2,860	120
Gravel Borrow for Sidewalk	Cu. Yds.	$36.00	25	$900	151
Fine Grade and Roll	Sq. Yds.	$4.00	95	$380	170
Concrete Sidewalk	Sq. Yds.	$51.00	95	$4,845	701
Concrete (4") for Handicap Ramps	Sq. Yds.	$85.00	40	$3,400	701.2
ADA Detectable Warning Panel (wet-set)	Each	$200.00	7	$1,400	
			Subtotal:	$13,785	
		20% Contingency/Inflation:		$2,757	
		SIDEWALK IMPROVEMENT TOTAL:		$16,542	

Drainage	UNITS	$/UNIT	QUANTITY	VALUE	
Catch Basin	Each	$3,000.00	3	$9,000	201
Frame and Grate	Each	$775.00	3	$2,325	222.3
Frame and Cover	Each	$700.00	2	$1,400	221
12" HDPE Pipe	L.F.	$65.00	30	$1,950	252.12
Convert Catch Basin to Drain Manhole	Each	$800.00	2	$1,600	220.3
Demolish Catch Basin	Each	$500.00	2	$1,000	146
			Subtotal:	$17,275	
		20% Contingency/Inflation:		$3,455	
		DRAINAGE IMPROVEMENT TOTAL:		$20,730	
		PROJECT TOTAL:		$221,460	

If the Board is in agreement, the Board will vote to allow Emergency Management to purchase an All-Terrain Crossover Utility Vehicle.

Grafton Police Department

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

Normand A. Crepeau, Jr.
Chief of Police

DATE: **March 17, 2016**

TO: **Timothy P. McInerney – Town Administrator**

SUBJECT: **Request by Grafton Emergency Management, Police and Fire Departments to Purchase an All-Terrain Crossover Utility Vehicle**

The Grafton Emergency Management Agency (GEMA), Police and Fire Departments are submitting this request to purchase and equip an All-Terrain Vehicle (ATV) / Crossover Utility Vehicle (CUV) to enhance their emergency response capabilities to areas in Grafton that are not accessible with conventional motor vehicles. Given the number of nature trails, horse paths and conservation land situated throughout the Town, the importance of having an all-terrain response vehicle cannot be over emphasized.

Recent incidents have demonstrated the need for the Town's first responders to have immediate access to an CUV that can negotiate and maneuver through areas that larger four wheel drive vehicles cannot traverse. Some of these incidents include an off road driver who crashed his ATV and suffered severe leg injuries. He subsequently had to be extricated from a wooded area about one quarter mile from the nearest roadway to an awaiting Life Flight. Another incident involved fire department response to a large brush fire. Traditional firefighting apparatus could not maneuver the terrain to reach the fire site thus slowing operations and possibly putting firefighters who had reached the scene on foot at risk.

The CUV would be retrofitted with specialized response equipment to handle multi hazard situations to include firefighting, victim/patient removal from inaccessible areas and transport of first responders and vital equipment and resources to the operational area. This vehicle would be used to enhance community response and recovery efforts and save precious time for rescuers required to get to a scene without delay. The vehicle will provide support for local small to large scale multi-hazard events and may be utilized by surrounding jurisdictions for similar incidents.

The CUV shall be purchased using FFY 2015 Emergency Management Performance Grant (EMPG) funds in the amount of $4460.00 along with Special Gift Account funding from the Grafton Fire Department in the amount of $10,000.00. Additional monies will be provided for the cost difference and specialized equipment from the Grafton Emergency Management Agency (GEMA) and the Grafton Police Department.

As author the EMPG grant application, I noted that this project met four of the five Core Capabilities under the Federal Emergency Management Agency's National Preparedness Goals (NPG). These mission area capabilities include:

Prevention: Interdiction and Disruption, Screening, Search, and Detection.

Protection: Interdiction and Disruption, Physical Protective Measures, Screening, Search, and Detection, Supply Chain Integrity and Security.

Mitigation: Operational Coordination and Threats and Hazards Identification.

Response: Operational Coordination, Critical Transportation, Environmental Response/Health and Safety, Fatality Management Services, Fire Management and Suppression, Logistics and Supply Chain Management, Infrastructure Systems, Mass Care Services, Mass Search and Rescue Operations, On-Scene Security, Protection, and Law Enforcement, Operational Communications, Situational Assessment

Quotes were obtained from 4 vendors and are as follows:

1. MTR Racing Woonsocket, RI:	Kawasaki Mule CUV (6 passenger)	$15,022.88
2. John Deere Millbury, MA:	John Deere XUV 825i (4 passenger)	$15,754.72
3. Motorsports International Auburn, MA	Polaris Ranger 570 (3 passenger)	$15,150.44
4. Ahearn Equipment Spencer, MA	Kubota RTV (2 passenger)	$15,146.32

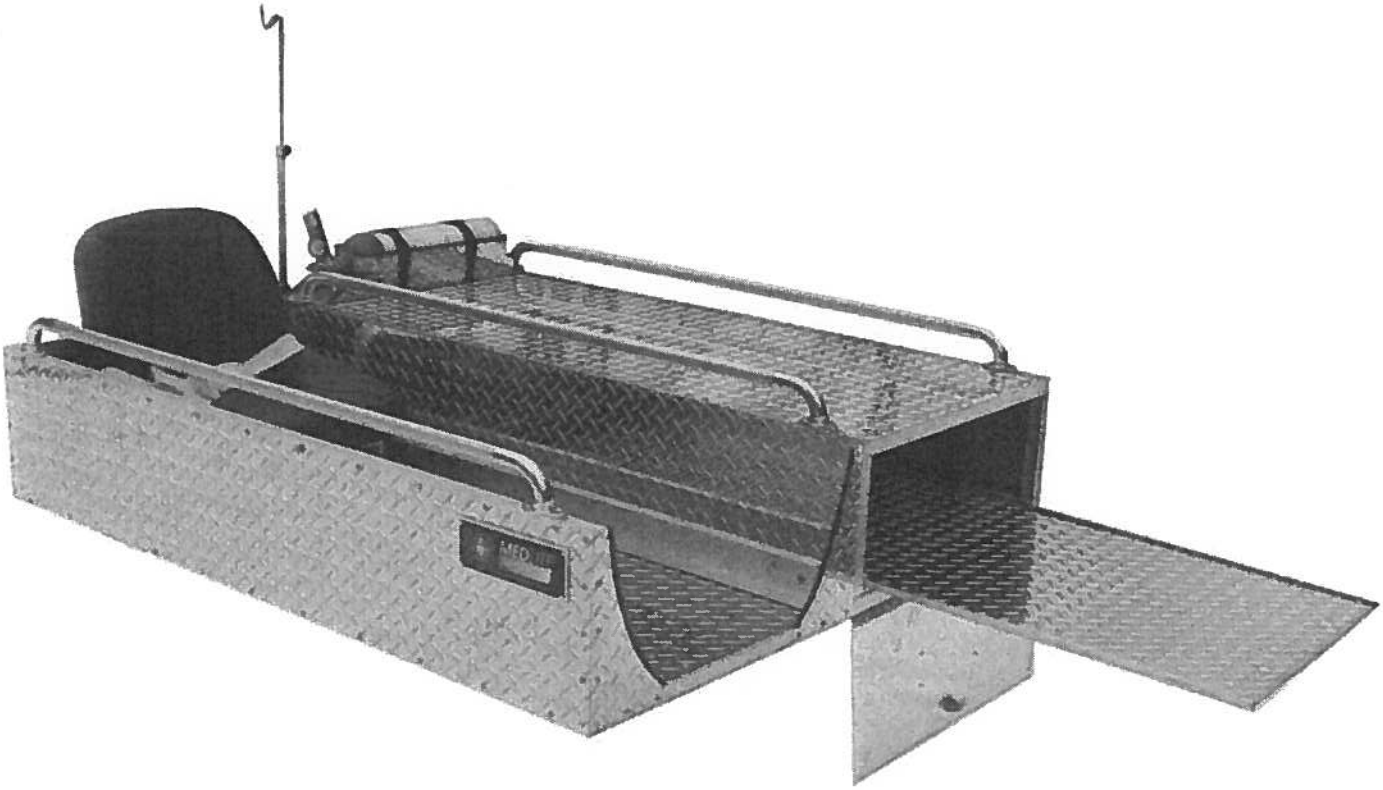
Based on our needs, testing and vendor pricing, we are looking to purchase the Kawasaki Mule six passenger CUV. We would also purchase a Medlite Transport Emergency Rescue Slide-In Skid Unit capable of carrying patients on a backboard or stokes basket stretcher as well as extra equipment. The cost for this unit is $3600.00. The sole source supplier for this item is KimTek Corporation in Vermont.

Photos of the desired equipment are attached to this memo. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully Submitted,

Normand A. Crepeau, Jr.
Chief of Police

Kawasaki Mule 6 Passenger CUV



KimTek Medlite Transport Deluxe MTD-103

If the Board is in agreement the Board will vote to accept the resignation of Ruth T. Anderson from the Grafton Historical Commission.

Ruth T. Anderson

30 Elmwood Street
S. Grafton, Massachusetts 01560

March 28, 2016

Board of Selectmen
Town of Grafton
30 Providence Road
Grafton, MA 01519

Dear Board Members:

Please accept this letter as my resignation from membership on the Grafton Historical Commission. I have enjoyed my many years of involvement with this organization, and retain my belief that Grafton's history is worthy of preservation and celebration. However, with my appointment to the Affordable Housing Trust, I realize there are only so many hours in a month that are available to serve. Thank you.

Sincerely,

Ruth T Anderson

Ruth T. Anderson

If the Board is in agreement, the Board will approve the below Debt Exclusion ballot questions for the DPW facility and Fire Department apparatus.

Shall the town of Grafton be allowed to exempt from the provisions of proposition two-and-one half, so called, the amount required to pay for the bonds issued for constructing, equipping, and furnishing a new Grafton Public Works Facility to be located at 48 Old Westboro Road?

Shall the town of Grafton be allowed to exempt from the provisions of proposition two-and-one half, so called, the amount required to pay for the bonds issued for purchasing a new fire tanker truck?

Shall the town of Grafton be allowed to exempt from the provisions of proposition two-and-one half, so called, the amount required to pay for the bonds issued for purchasing a new all-wheel drive pumper truck?

If the Board is in agreement, the Board will vote to sign the Town Meeting Warrants.

If the Board is in agreement, the Board will vote to sign the Path Grant Application.

If the Board is in agreement the Board will vote to award the contract for HMA Paving and Related Services to Bevilacqua Paving. The Contract amount is $1,390,411.50.

TOWN OF GRAFTON[1]

DATE: MARCH 30, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Bevilacqua Paving
586 Quaker Highway
Uxbridge, MA 01569

1. This is a Contract for the procurement of the following:
The Contractor shall provide all materials, labor, tools, equipment, vehicles and insurance to undertake the placing of **HMA Paving and Related Services** for both roadway (machine spread) and miscellaneous areas, such as, sidewalks/driveways (handwork), including work associated with: reclaiming existing pavement, cold planning, bituminous concrete berm, raising/lowering structures, the application of a tack coat and all other associated work specified in the bid. All work is to be performed under the direction of the Engineer or his designee as outlined in the bid documents for "**HMA Paving and Related Services**".

2. The Contract price to be paid to the Contractor by the Town is as follows:
The Town shall pay the contractor for the performance of this Contract, in accordance with the prices listed on the attached Bid Quotation Form on a unit price basis.

The Contractor agrees to invoice the Highway Department or DPW in such form as the department may require. The Town shall have thirty-five (35) days after the receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. The Town shall withhold five percent (5%) of the invoice amount as security to cover any claims, which may arise due to unsatisfactory Work or failure to complete the Work.

3. Payment will be made as follows:

3.1

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

[1] Contract Long Form_Services more than $25,000.00_NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.

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

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before March 29, 2017, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract. As described above, the Town may extend the contract for two additional one year terms at the sole discretion of the Town.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

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

9. Termination and Default:

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

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

12. Statutory Compliance:

12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

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

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

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

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which

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

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

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

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

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

16. Assignment:

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

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for

21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

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

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

22.2 Professional Liability Insurance

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

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate

evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

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

23. Documents, Materials, Etc.

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

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

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit,

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

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

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

See SUPPLEMENT, "Invitation for Bids," attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

CERTIFICATION OF GOOD FAITH

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

The Contractor by: _____

Print Name

_____

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____does hereby certify under the pains and penalties of perjury that _____ has paid all
name of contractor

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

_____

Signature Date

CONTRACT CHECKLIST

Initials

1. Certification of Signatures _____
   - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 yeas ago With Corporate Seal affixed (see attached form)
   - For LLC: need Manager signature or signed vote of the LLC

2. Certificate of Non-collusion _____

3. Insurance Certificate _____
   (showing Town as additional insured)
   - Matches amount of insurance required under contract

4. Certificate of Good Faith _____

5. Certificate of Tax Compliance _____

6. Signed by Contractor _____
   - Matches certification by Corp officer of authority.

7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State _____

Contract Reviewed by: _____
Signature

_____
Name, Title

TOWN OF GRAFTON

Department of Public Works

INVITATION FOR BIDS

HOT MIX ASPHALT PAVING
AND
RELATED SERVICES

By: Brian Szczurko
Engineer

For: Board of Selectmen

DEPARTMENT OF PUBLIC WORKS
TOWN OF GRAFTON

INVITATION FOR BIDS
HOT MIX ASPHALT PAVING AND RELATED SERVICES

The Town of Grafton acting through its Board of Selectmen is seeking sealed bids from a qualified firm for Hot Mix Asphalt Paving and Related Services. Bids submitted in a sealed envelope marked **"BID FOR PAVING AND RELATED SERVICES"** will be received in the Public Works Office, 30 Providence Road, Grafton, MA 01519 until 2:00 PM on Thursday, March 17, 2016, when all bids received will be opened and read aloud.

Specifications are available in the Department of Public Works office during normal business hours.

Bids shall be accompanied by a bid security in acceptable form as outlined in the specifications in the amount of five percent (5%) of the bid.

A Performance Bond and Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the contract amount will be required.

A Mass Highway prequalification is required.

Wage rates as determined by the Commissioner of Labor and Industries under M.G.L. Chapter 149, Sections 26 to 27D shall prevail on this project.

The Board of Selectmen reserves the Right to reject any and all bids in whole or in part and to accept the bid it deems to be in the best interest of the Town pursuant to M.G.L. Chapter 30, Section 39M.

Timothy P. McInerney
Town Administrator

Publish in the Grafton News
February 24 and March 3, 2016

Publish in Central Register
February 17, 2016

DEPARTMENT OF PUBLIC WORKS
TOWN OF GRAFTON

SPECIFICATIONS AND SUMMARY OF WORK
HOT MIX ASPHALT PAVING AND RELATED SERVICES

1. GENERAL

The Town of Grafton is seeking the services of a contractor/bidder to provide HMA Paving and Related Services along various roadways as outlined in the Specifications and Summary of Work, General Conditions, and Supplementary Conditions for the period beginning April 2016 through March 2017.

The bidder shall supply all labor, equipment, vehicles, tools, insurance and materials to provide HMA paving services in accordance with the following documents and specifications.

2. BID FORMS

In order to receive consideration, all bidders shall make their bids in strict accordance with the following:

A. All bids shall be on the forms provided and properly executed. The Bidders shall neither change the wording of the Bid Form nor add words to the wording of the Bid Form. Unauthorized conditions, limitations or provisions shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder.

B. No telegraphic bid or telegraphic modification of the bid shall be considered. No bids received after the time fixed for receiving them shall be considered. Late bids shall be returned to the sender unopened.

C. Each bid shall be addressed to the Town of Grafton and shall be delivered to the address given in the Notice to Contractors on or before the day and hour set for the opening of bids. Each bid shall be enclosed in a sealed envelope plainly marked **"BID FOR PAVING AND RELATED SERVICES"**, the name of the bidder and the date and hour of the bid opening. It is the sole responsibility of the bidder to see that his bid is received on time.

3. BID BONDS

In accordance with M.G.L. Chapter 30, Section 39M, every bid shall be accompanied by a bid deposit in the form of a bid bond, or cash, or certified check issued by a responsible bank or trust company payable to the awarding authority. Such bid deposit shall be in the amount not less than five percent (5%) of the value of the total bid.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of the acceptance of the bid, shall forfeit to the Town of Grafton, as liquidated damages for such failure or refusal, the security deposited with the bid.

5. OTHER BONDS

Prior to signing the Contract, the Town will require, a Performance Bond and Labor and Materials Payment Bond for One Hundred percent (100%) of the Contract.

6. REPRESENTATION

Each bidder, by making a bid, represents that:

a. He has read and understands the bid documents and the bid is made in strict accordance therewith.

b. He has visited the site and is fully familiar with the local conditions under which the work has to be performed.

c. Failure to so examine the bid documents and the site shall not relieve the bidder from any obligation under the resulting contract.

7. CONTRACT AWARD

Bids will be awarded to the responsible and responsive bidder who offers the best price. Sample contract documents are enclosed. The Board of Selectmen reserves the right to accept or reject any or all bids, to waive any informality or to accept any bid in whole or in part that is deemed in the best interest of the Town of Grafton, and also reserves the right to reject any bid that contains a unit price which is unduly high or low (i.e. "pennied") as unbalanced, and thereby affect the total cost proposal of this Contract. The Town of Grafton will not be bound by quantity estimates which are for purpose of pricing only.

The bidder shall declare that the he carefully examined the Bid specifications for HMA Paving and that the bidder proposes and agrees to enter into a written contract with the Town to provide the materials, labor and equipment in accordance with these specifications.

The Town shall have the right to terminate the services of the successful bidder at any time during the period of the proposed contract for any reason with thirty days notice. The Town shall be responsible for any bills owed to the successful bidder only until the date of termination and only for satisfactory delivery of materials, labor and equipment and shall not be responsible for any additional fee or charges.

The Town shall have the right to purchase any supplies via the State bid list or another bid if available if said prices are lower than offered by the successful bidder.

8. ADDITIONAL PROVISIONS

The Contractor shall note the following provisions and/or documents:

8.1 Sample Contract Form

8.2 Massachusetts General Laws - Chapter 30, Section 39F (4 Pages), §39G (3 Pages), §39K (2 Pages), §39L (1 Page), §39M (2 Pages), §39N (1 Page), §39O (2 Pages), §39P (1 Page), §39R (4 Pages), Chapter 82, §40 (2 Pages)

8.3. A contractor should list prices for Hot Mix Asphalt Paving and Related Services as specified on Bid Form.

8.4. A contractor shall verify, after completion of work, the exact quantities of materials used.

8.5. All material or services will be purchased on an as needed basis. A contractor shall not establish any minimum order requirement. Deliveries shall be made within five (5) business days from receipt of the order.

8.6. Each contractor shall name a contract representative to handle purchases, billing, delivery and customer service.

8.7. No substitutes will be accepted unless the successful contractor receives approval in writing from the Town.

8.8. Subject to prevailing wage rates as set by the Commonwealth of Mass. Department of Public Safety, General Laws Chapter 149, sections 26 - 27H., Sections 26 to 27H are applicable to this contract. Certified weekly payroll shall be submitted to the Town for all labor costs along with request for payment.

9. MASSACHUSETTS HIGHWAY DEPARTMENT PREQUALIFICATION IS REQUIRED

On this project in accordance with M.G.L. Chapter 29, Section 8B and 720 CMR 5.01 et. seq. all bidders must contact the Contract Engineer's Office located in Room 7551, 10 Park Plaza, Boston, MA (telephone (617) 973-7620/973-7621) to receive any necessary certifications or other documents. All Bidders must be pre-qualified prior to receiving this proposal.

DEPARTMENT OF PUBLIC WORKS
TOWN OF GRAFTON

GENERAL CONDITIONS
HOT MIX ASPHALT PAVING AND RELATED SERVICES

ARTICLE 1 - GENERAL

It is the intent of these Contract Documents to provide a uniform basis for selecting a contractor to furnish the Town of Grafton with the service as outlined in general in the Notice to Contractors, as described in detail in the Supplementary Conditions and Specifications and as listed in accordance with the Bid Form.

ARTICLE 2 - MATERIALS

All materials and/or work shall conform, where applicable, to the requirements of The Commonwealth of Massachusetts, Department of Public Works *Standard Specifications For Highways And Bridges (1988)*, and any subsequent supplements, MassDOT *Construction Standard Details (June 2014)*, AND the Supplementary Conditions and Specifications.

ARTICLE 3- SAVING CLAUSE

The contractor shall not be liable for delays or failure due to causes beyond his reasonable control including: Acts of God, war, fires, strikes, embargo etc., PROVIDED THAT within five (5) working days after such occurrence, the Contractor gives written explanation of the cause. The Town Administrator shall then ascertain the facts and extent of the delay and/or failure, and his findings of the facts thereon shall be final and conclusive.

ARTICLE 4 - BID QUANTITY

The quantities of work described in the bid package are estimated quantities, provided for the purposes of establishing a bid bond value. Actual quantities may vary more or less than the estimated amount. Actual usage is dependent on the availability of funding:

ARTICLE 5 - PERFORMANCE

It is the intention of the Town to **NOT** award a contract for work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract.

Manufacturer's certificate of material compliance will be furnished to the Engineer certifying conformance to the above material specifications.

All work done under this contract shall be in conformance with the Massachusetts Highway Department STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES dated 1988 and any subsequent supplements, MASSDOT CONSTRUCTION STANDARD DETAILS dated June 2014, the latest edition of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, the General Conditions; and the Supplementary Conditions and Specifications.

ARTICLE 6 - PROSECUTION OF WORK AND PROVISION FOR TRAVEL

Prior to starting any work under this contract, the Contractor shall submit a schedule of operations as provided in MHD Standard Specifications, Subsection 8.02. The Contractor shall so schedule his operations, to cause the least interruption to the normal flow of traffic.

The Contractor shall be responsible for any damages caused by the failure of any signs, barricades, or other safety devices. He shall also be responsible for any damage to the work itself, due to the failure of any traffic control device intended to protect construction items from the public.

It shall be the Contractor's responsibility to obtain any necessary permits in relation thereto. The Contractor is responsible for obtaining and keeping up to date Dig Safe numbers for the site. The Contractor is also responsible for all applicable Town permits necessary to perform the work.

Passage for traffic and pedestrians shall be made safe and convenient. Particular care shall be exercised to establish and maintain such methods and procedures as will not create hazards of an unusual nature.

ARTICLE 7 - WORK SCHEDULE

Work on this project is restricted to a normal eight (8) hour day, five (5) day week, with the prime contractor and all subcontractors working on the same shift. No work shall be performed on this contract on Saturdays, Sundays, or holidays. Work will not be allowed the day before or the day after a long weekend which involved a holiday without prior approval by the Town. Any proposed modifications to this work schedule must have prior approval of the Engineer.

The Contractor shall give notice to the Town at least forty-eight (48) hours in advance of beginning any work affecting the maintenance of the traffic.

It is the responsibility of the Contractor to arrange for police details for the protection of the public and the construction sites. Details can be arranged with the Town of Grafton Police Department by calling the detail officer at least one week in advance of any detail needs.

ARTICLE 8 - NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one (1) week in advance of the commencement of such operations, and the Contractor shall at that time file a copy of such notice with the Town.

Before the Contractor begins any work or operations, which might damage any subsurface structures, he shall carefully locate all such structures and conduct his operations to avoid any damage to them.

ARTICLE 9 - PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage line, traffic signal conduits, etc., will occur.

The Contractor shall notify "Massachusetts DIG SAFE" and procure a DIG SAFE number for each location prior to disturbing existing ground in any way.

"DIG SAFE" Call Center 1-888-344-7233

ARTICLE 10 - RESTORATION OF WORK AREAS

Unless otherwise directed by the Engineer or his designee, the Contractor shall be responsible for restoring the work areas to conditions equivalent to the original condition once the work is completed. Restored portions of the project shall be completed in accordance with applicable Mass Highway specifications or those included in the contract documents. **"Backing up" berm and regrading shoulders with suitable material will be the responsibility of the contractor and should be reflected in the cost per linear foot or square yard of the respective items. The cost for restoration will be included in the applicable items and no additional cost for restoration will be allowed.**

ARTICLE 11 - MAINTAIN SERVICE TO EXISTING USERS

All damages resulting from utility interruptions related to the work are the responsibility of the contractor and it is the sole responsibility of the contractor to restore utilities at the contractor's cost.

ARTICLE 12 - DISPOSAL OF SURPLUS EXCAVATION MATERIAL

Surplus materials obtained from any type of excavation, and not needed for further use as determined by the Engineer or his designee shall become the property of the Contractor and shall be disposed of by him outside the job location subject to the regulations and requirement of local authorities governing the disposal of such materials. Reclaim activities will likely result in excess material in need of disposal and should be reflected in the unit price for Item 120.1 – Unclassified Excavation.

ARTICLE 13 - INSURANCE

The limits for the various types of insurance required shall not be less than:

A. For liability for bodily injury, including accidental death $1,000,000 for any one person and subject to the same limit for each person, $2,000,000 on account of one occurrence.

B. For liability for property damage other than that caused by operation of motor vehicles, $1,000,000 on account of one occurrence and $2,000,000 on account of all occurrences.

C. For property damage covering the operation of motor vehicles, not less than $300,000.

D. For Contractual Liability, the amounts required under A and B above.

E. For Worker's Compensation, as required by the Laws of the Commonwealth of Massachusetts.

F. Provide coverage for blasting if required for performance of the work.

ARTICLE 14 - SUBSTITUTIONS

Any item or material requested in these Specifications by brand name shall be provided by the Contractor unless the Contractor can provide another item of material equal to that named or described in said Specifications.

Any mention of a specific brand name shall be interpreted in these Specifications as "Brand Name or Equal" whether stated in these Specifications or not.

The phrase, "Or Equal" shall be interpreted to mean in quality and integral properties and similar design. No substitutions for any item listed in these Specifications shall be accepted unless approved in writing by the Town of Grafton.

ARTICLE 15 - REGISTRATION OF OWNERSHIP

All equipment shall be properly registered and insured in accordance with the Motor Vehicle Laws of the Commonwealth of Massachusetts. The successful bidder shall have proof of ownership or lease agreement for the equipment required to fulfill the contract.

ARTICLE 16 - TRAFFIC CONTROL

Traffic control and sign placement is the responsibility of the contractor and shall comply with the applicable sections of Part VI of the *Manual on Uniform Traffic Control Devices (MUTCD)* and the MassHighway Standard Details and Drawings for the Development of Traffic Management Plans.

LOCATION OF WORK

Street Name	From	To	Length
ADAMS RD	MERRIAM RD	150' N OF VALLEYVIEW	3400
CARROLL RD	WORCESTER ST	BICKNELL RD	3700
INSTITUTE RD	EAST ST	WESSON ST	1800
MERRIAM RD	MEADOWBROOK RD	ADAMS RD	1200
SIBLEY ST	UPTON ST	OLD UPTON RD	2700
WATERVILLE ST	NORTH MAIN ST	WESTBORO RD	3500
WESSON ST	NORTH ST	INDIAN PATH	1000
WESTBORO RD	WATERVILLE ST	WESTBORO TOWN LINE	1100

DEPARTMENT OF PUBLIC WORKS
TOWN OF GRAFTON

SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS
FOR HOT MIX ASPHALT PAVING AND RELATED SERVICES

A. The General Conditions, Articles 1 through 16 inclusive, are a part of the contract.

B. Materials supplied must meet The Commonwealth of Massachusetts, Department of Public Works *Standard Specifications for Highway and Bridges (1988)* hereinafter "Standard Specification", where applicable and any subsequent supplements.

C. Unless otherwise stated, prices shall be considered firm for the contract period.

D. Materials and Construction Methods shall conform to the relevant provisions of Section 100, Section 400, and Section 700 of the *Standard Specifications for Highway and Bridges (1988)* any subsequent supplements.

SPECIFICIFICATIONS

1. SCOPE OF WORK

The Town is seeking the services of a contractor/bidder to provide HMA Paving and Related Services as outlined in the General Conditions and the Supplementary Conditions and Specifications to the Department of Public Works on various town roads for the period beginning April 2016 and ending March 2017.

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with roadway reconstruction and resurfacing. All work is to be performed under the direction of the Engineer or his designee.

The contractor shall supply the necessary equipment to provide HMA Paving and Related Services during this contract period. **Contract work shall start within fifteen (15) business days from the date the Town issues a notice to commence work.**

1. A contractor should list prices for HMA Paving and Related Services as specified on Bid Form.

2. The contractor shall verify in conjunction with the Town, after completion of work, the exact quantities of appropriate item completed.

3. A contractor shall not establish any minimum order requirement.

4. Each contractor shall name a representative to handle service, billing, delivery and ordering problems.

5. No substitutes will be accepted unless the successful contractor receives approval in writing from the Town.

6. Subject to prevailing wage rates as set by the Commonwealth of Mass. Department of Public Safety, General Laws Chapter 149, section 26 - 27H.

2. GENERAL

The work covered by this section of the specification consists of furnishing all labor, equipment, and materials necessary to perform all operations in connection with placing HMA paving for both roadway (machine spread) and miscellaneous areas, such as, sidewalks/driveways (handwork), including work associated with reclaiming the existing pavement, cold planning, bituminous concrete berm, raising/lowering structures, and the application of a tack coat. All work is to be performed under the direction of the Engineer or his designee.

It is the intent of the Town to seek proposals for the paving of various local roads in the Town of Grafton. Estimated quantity of HMA is approximately 15,000 tons. The Contractor shall be able to provide a daily minimum output of 2,300 tons of bituminous concrete from a single plant, and sufficient number of trucks for a continuous non-stop paving operation. In addition, the contractor shall provide sufficient number of trucks at all times for continuous feeding of the paver and not allow for idle or wait time of longer than five minutes in the paving operation. Any idle time in excess of five minutes, the contractor will be back-charged for excess time above the allotted time for expenses incurred by the Town for on-site inspectional, DPW and police detail personnel, except in a condition generated by a plant breakdown or major accident resulting in traffic backups on routes from the plant to the job site.

The paver shall operate, while the bituminous mixture is being spread, at a speed, which will produce a uniform surface texture free of any rippling of unevenness. Paving speeds in no case shall exceed 60 feet per minute. The Town inspector may reduce the speeds of paving and/or rolling operations when in his opinion the finished surface appears open in texture or other defects. Sequence of rolling operation shall include three stages: a) Breakdown Rolling, b) Intermediate Rolling, and c) Finish Rolling.

INCIDENTAL PAVING

Sidewalks/Driveways – Works to consist of an intermediate and top course for sidewalks of various widths and lengths. The areas will be rough graded with the final grading and preparation the responsibility of the contractor. The intermediate course shall consist of a 2" thick mat; with the top to be a 1.5" mat, final thickness.

Berm - Work is to consist of the installation of either HMA Curb Type-2 or Type-3, as authorized by the Engineer. Areas will be roughly graded and/or prepared with the final grading the responsibility of the contractor. Berm is to be formed via mechanical means except where authorized by the Engineer.

LIMITED LEVELING

Work to consist of base leveling course paving of street surfaces of various widths and lengths.
Leveling course is to be applied via paver to a thickness approved by the Engineer.

TACK COAT

When it is required that the existing hardened surface shall be utilized as a base for the new pavement, a coat of bituminous material of the kind and grade as specified shall be uniformly applied by mechanical means to the present surface, at the rate of application of either 0.05 gal/s.y. or as directed by the Engineer, immediately prior to laying the bottom course of the new pavement.

The existing surface shall be cleaned of all foreign matter and loose material and shall be dry before the tack coat is placed.

LOWER STRUCTURES

Excavate and remove casting and covers, plate off MH/CB/utility structure openings with minimum 42-inch square plates. Unit Price to include all labor, materials and include disposal of excess material removed from excavation(s). Additional gravel to be placed by Contractor, up to existing grade, to provide safe passage for pedestrians, vehicles, etc. shall be included in the unit price. The Contractor shall be responsible for the field location of all structures and relocation prior to paving.

RAISE STRUCTURES

Field locate all structures and raise to finish grade after binder is laid. Pricing shall include any needed adjustments 12 inches below casting. Only "sewer brick" is to be used to adjust structures.

REMODEL STRUCTURES

Rebuild drainage/sewer manholes and catch basins as required under direction of the Engineer.

CATCH BASIN

All catch basins shall be either precast units or cement concrete blocks with deep - four foot – sumps, and hoods conforming to Section 201 of Mass Highway Standard Specifications for Highways and Bridges. Castings are to be East

Jordan Iron Works (formerly LeBaron) LF248-2-000 Standard Catch Basin Frame and L24SG01-000 Standard Grate, or approved equal. **Castings are considered part of the structure, complete and in place. No separate payment will be made for castings.**

GUTTER INLET

Gutter inlets, where required, shall be constructed according to Drawing Number E 204.2.0 of the June 2014 MassDOT Construction Standard Details, except that the castings shall be East Jordan Iron Works (formerly LeBaron) LV2448-2-000 Type V Catch Basin Frame and L24SG01-000 Standard Grate, or approved equal. **Castings are considered part of the structure, complete and in place. No separate payment will be made for castings.**

SAWING ASPHALT PAVEMENT

Existing pavement shall be mechanically cut or saw cut in a workmanlike manner to provide a neat, straight, vertical edge.

12-INCH REINFORCED CONCRETE PIPE

Work under this item shall conform to the relevant portions of Section 230 of Mass Highway Standard Specifications for Highways and Bridges, the Mass Highway Construction and Standard Details and the contract drawings, if any.

Backfilling requirements shall conform to the provisions of MHD Standard Specification Section 150 and manufacturers specifications.

3. MATERIALS

All materials and/or work shall conform to the requirements of The Commonwealth of Massachusetts, Department of Public Works *Standard Specifications for Highways and Bridges (1988)*, where applicable, and any subsequent supplements; the MassDOT *Construction Standard Details (June 2014)*, and these Specifications.

PAVING, RECLAMATION, COLD PLANNING - Work shall conform to the relevant provisions of applicable sections of the Standard Specifications. All bituminous materials shall conform to the requirements of Section M 3.11.00 Type-I of the Standard Specifications.

TACK COAT - The tack coat shall be a hot poured rubberized emulsified asphalt sealant meeting the requirements of Federal Specifications SS-S1401 or SS-S-164 at the rate of application of 0.05 gallons per square yard or as otherwise directed by the Engineer.

4. EQUIPMENT

The pavers employed for this project shall operate by use of a non-contact sensing grid for automated operation of a joint matcher for joints, and an automatic grade control device for longitudinal and transverse grades. The paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either ultra-sonic or laser sensor mechanisms and will maintain the paver screed at the predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent. The equipment used in the performance of the work required by the specification of this contract shall be maintained in a satisfactory working condition at all times and shall be subject to the Town's inspection.

5. WORKMANSHIP

All workmanship shall be of the highest quality. Any workmanship determined to be below the high standards of the specific craft involved will not be accepted, and will be corrected and/or replaced as required by the Engineer or his designee.

6. INSPECTION

The contractor/bidder shall submit to the Department of Public Works, daily reports and tonnage slips indicating street names and the number of Tons of Hot Mix Asphalt placed. The Town will inspect the paving operation per the requirements of The Commonwealth of Massachusetts, Department of Public Works *Standard Specifications for Highway*

and Bridges (1988), where applicable, and any subsequent supplements; and if the work is deemed unsatisfactory, the contractor shall remove and replace the Hot Mix Asphalt pavement at no cost to the Town.

7. OBLIGATIONS OF THE TOWN

The Town will provide and maintain adequate disposal sites when available. The Town will provide storage space at the Town's DPW facility for equipment. However, it will not assume liability for any damage incurred.

8. OBLIGATIONS OF THE CONTRACTOR

A. The Contractor shall maintain the program as agreed upon schedule subject to severe weather conditions. The Contractor shall have sufficient backup equipment available to him in the event of breakdowns. The Contractor shall have a supervisor or foreman available to direct operations and report to the Engineer or his designee any problems and progress.

B. Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

C. The Contractor shall furnish, position, reposition, maintain and remove as needed, and/or as directed by the Engineer or his designee: traffic cones, reflectorized barrels with warning lights and regulatory, warning and guide signs together with their supports. All traffic control devices shall conform to the most recent edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*. The above-mentioned traffic control devices shall not be measured for payment. **Payment for such traffic control devices shall be considered incidental to the successful completion of the work of this contract.**

D. The contractor shall declare that the contractor carefully examined the Bid specifications and that the contractor agrees to enter into a written contract with the Town to provide the labor and equipment in accordance with these specifications.

8. METHOD OF MEASUREMENT

Bituminous Concrete shall be measured by the ton and shall be the actual verified tonnage, complete in place and approved. Only sworn weight slips that have been properly counter signed by the inspector shall determine the quantity. **Regardless of weight slips, the maximum quantity to be paid shall be determined not to exceed the calculated theoretical maximum yield plus an additional 10%.**

All other bid items will be measured and paid for as specified in the MassDOT Standard Specifications, the General Conditions and/or these Supplementary Conditions and Specifications.

Invoices submitted for payment must be accompanied by a daily worksheet indicating the date, location and work preformed including quantities.

9. PAYMENT

Monthly payments shall be made on requisitions submitted within thirty (30) business days following the month during which the work was performed. Retainage of 5% shall be withheld until the work is completed. Release of all retainage shall be made within 60 days after final completion and upon acceptance of the work by the Town.

10. LIQUIDATED DAMAGES

In case the Contractor fails to commence Work on or before the start date as duly extended by written certification of the Engineer, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month, the sum of Two Hundred Fifty dollars ($250.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the Contractor, and, in case such damages shall exceed the amount of all monies due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

DEPARTMENT OF PUBLIC WORKS
TOWN OF GRAFTON

BID FORM
FOR HOT MIX ASPHALT PAVING AND RELATED SERVICES

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

The Proposed bid hereunder is to provide Hot Mix Asphalt Paving and Related Services for the Town of Grafton in accordance with the specification of the bid documents

Estimated quantity: **As listed hereunder**

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

Price Adjustment For Hot Mix Asphalt Mixtures

This price adjustment is inserted in the contract because the national and worldwide energy situation has made the future cost of liquid asphalt unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of liquid asphalt.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The Base Price of Liquid Asphalt on the project will be a fixed price and shall be (385.00) per Ton, which includes State Tax.

The price adjustment will be based on the variance in price for the Liquid Asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Period Price for Hot Mix Asphalt for a two month period (FOB Terminal) will be determined and published by the Massachusetts Highway Department (www.mhd.state.ma.us) by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

The Contract Price of the Hot Mix Asphalt Mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content for Hot Mix Asphalt Mixtures shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Standard Specification.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of Hot Mix Asphalt placed during each previous two month period by asphalt content percentage (0.055) times the variance in price between Base Price and Period Price of asphalt.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.

Price Adjustment For Hot Mix Asphalt Mixtures

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of fuel on the project will be a fixed price and shall be (1.478) per gallon and (1.392) per gallon for gasoline including State Tax.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.
No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.
The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

Bidder has examined and carefully studied the Bidding Documents, the other related data indentified in the Bidding Documents, and the following Addenda (if any), receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

Item No.	Item Description	Unit of Meas	Est Qty	Unit Price ($)	Total ($)
120.1	Unclassified Excavation	CY	300	20.00	6,000.00
129	Bit. Conc. Excavation by Cold Planer	SY	15000	1.75	26,250.00
151	Gravel Borrow	CY	200	1.00	200.00
201	Catch Basin	EA	10	2,000.00	20,000.00
204.48	Concrete Block Gutter Inlet	EA	10	1,200.00	12,000.00
209.1	Drop Inlet - Type DF	EA	5	1,800.00	9,000.00
220.1	Lower Structure	EA	100	.01	1.00
220.4	Raise Structure	EA	100	225.00	22,500.00
220.5	Remodel Structure	VF	50	225.00	11,250.00
241.12	12" Reinforced Concrete Pipe	LF	400	40.00	16,000.00
358.1	Lower Water/Gas Gate Box	EA	50	.01	.50
358.2	Raise Water/Gas Gate Box	EA	50	135.00	6,750.00
403	Reclaim Base Course	SY	40000	1.75	70,000.00
420	Class I HMA Int. Course - Machine	TON	10000	64.00	640,000.00
440	Liquid Calcium Chloride	GAL	40000	1.00	40,000.00
460	Class I HMA Top Course-Machine	TON	6000	66.00	396,000.00
464	Tack Coat	GAL	1000	5.00	5,000.00
464.5	Hot Poured Ruberized Asphalt Sealer	LF	20000	.50	10,000.00
472	Class I HMA for Hand Work	TON	200	140.00	28,000.00
482.3	Sawing Asphalt Pavement	LF	1000	.01	10.00
570.2	HMA Curb Type-2	LF	5000	3.50	17,500.00
570.3	HMA Curb Type-3	LF	5000	3.50	17,500.00
580	Curb Removed & Reset	LF	50	20.00	1,000.00
581	Curb Inlet Removed & Reset	EA	10	100.00	1,000.00
715	Rural Mailbox Remove & Reset	EA	30	50.00	1,500.00
751	Loam Borrow	CY	500	40.00	20,000.00
765	Seeding	SY	10000	1.00	10,000.00

767.8	Haybales for Erosion Control	EA	50	5.00	250.00
859.1	Reflectorized Drum w/ Flasher - Type A	DD	1000	.60	600.00
852	Safety Signing for Construction Ops	SF	300	7.00	2,100.00
	Line Item - Total				1,390,411.50

TOTAL FOR ALL BID ITEMS $ 1,390,411.50 One million, three hundred ninety thousand, four hundred eleven dollars and fifty cents
IN WORDS

Current Municipalities under Contract

Bellingham, Blackstone, Hopedale, Millville, Uxbridge, Upton, Mendon, Northbridge

The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

SIGNED

3-17-16
DATE

Bevilacqua Paving Corp.
COMPANY OR FIRM

508, 409. 6432
TELEPHONE

1045 Quaker Hwy
ADDRESS

Uxbridge, MA 01569
CITY/STATE/ZIP

Bid Tally Form for Hot Mix Asphalt Paving and Related Services

				Contractor							
				A.F. Amorello	Bevilacqua Paving	P.J. Keating Co.	Aggregate	J.H. Lynch	P.J. Albert		
			Bid Bond?	Y	Y	Y	Y	Y	Y		
Item No.	Item Description	Unit of Meas	Est Qty	Unit Price ($)	Unit Price ($)	Unit Price ($)	Unit Price ($)	Unit Price ($)	Unit Price ($)	Unit Price ($)	Unit Price ($)
120.1	Unclassified Excavation	CY	300	25	20	68	25	24.5	18		
129	Bit. Conc. Excavation by Cold Planer	SY	15000	2.25	1.75	3.25	2.60	2.50	2.75		
151	Gravel Borrow	CY	200	28.00	1.00	25.00	30.00	19.50	15.00		
201	Catch Basin	EA	10	2,600.00	2,000.00	5,200.00	2,500.00	1,400.00	3,200.00		
204.48	Concrete Block Gutter Inlet	EA	10	1,800.00	1,200.00	3,200.00	1,000.00	1,000.00	2,000.00		
209.1	Drop Inlet - Type DF	EA	5	3,200.00	1,800.00	4,200.00	2,200.00	1,400.00	2,500.00		
220.1	Lower Structure	EA	100	140.00	0.01	150.00	0.01	0.01	120.00		
220.4	Raise Structure	EA	100	280.00	225.00	350.00	300.00	270.00	300.00		
220.5	Remodel Structure	VF	50	365.00	225.00	350.00	205.00	100.00	250.00		
241.12	12" Reinforced Concrete Pipe	LF	400	75.00	40.00	95.00	47.00	40.00	65.00		
358.1	Lower Water/Gas Gate Box	EA	50	115.00	0.01	105.00	0.01	0.01	120.00		
358.2	Raise Water/Gas Gate Box	EA	50	165.00	135.00	205.00	250.00	170.00	150.00		
403	Reclaim Base Course	SY	40000	2.95	1.75	4.10	3.30	2.70	2.75		
420	Class I HMA Int. Course - Machine	TON	10000	74.25	64.00	80.00	60.70	67.00	74.00		
440	Liquid Calcium Chloride	GAL	40000	1.20	1.00	1.17	0.01	0.01	1.14		
460	Class I HMA Top Course-Machine	TON	6000	76.00	66.00	84.00	73.00	71.00	75.00		
464	Tack Coat	GAL	1000	6.00	5.00	7.00	8.00	4.50	5.00		
464.5	Hot Poured Ruberized Asphalt Sealer	LF	20000	0.01	0.50	1.00	1.00	0.30	0.50		
472	Class I HMA for Hand Work	TON	200	175.00	140.00	175.00	135.00	135.00	165.00		
482.3	Sawing Asphalt Pavement	LF	1000	1.50	0.01	1.00	1.50	0.01	1.00		
570.2	HMA Curb Type-2	LF	5000	4.00	3.50	5.20	4.50	2.50	4.00		
570.3	HMA Curb Type-3	LF	5000	4.00	3.50	5.20	4.50	2.50	4.00		
580	Curb Removed & Reset	LF	50	25.00	20.00	100.00	28.00	20.00	25.00		
581	Curb Inlet Removed & Reset	EA	10	150.00	100.00	160.00	165.00	100.00	175.00		
715	Rural Mailbox Remove & Reset	EA	30	100.00	50.00	100.00	140.00	0.01	100.00		
751	Loam Borrow	CY	500	40.00	40.00	60.00	40.00	40.00	45.00		
765	Seeding	SY	10000	1.00	1.00	1.10	0.75	0.80	1.00		
767.8	Haybales for Erosion Control	EA	50	10.00	5.00	12.00	20.00	20.00	10.00		
852	Safety Signing for Construction Ops	SF	300	16.00	7.00	20.00	10.93	0.01	15.00		
859.1	Reflectorized Drum w/ Flasher Type A	DD	1000	0.35	0.60	0.50	0.51	0.50	0.24		
	Line Item - Total			$1,699,700.00	$1,390,411.50	$1,987,650.00	$1,488,490.50	$1,434,664.80	$1,686,490.00	$0.00	$0.00

WE THE UNDERSIGNED DECLARE UNDER THE PENALTIES OF PERJURY THAT THE ABOVE IS A COMPLETE AND ACCURATE LIST OF BIDS OPENED AND READ ALOUD ON _____(DATE) AT _____(TIME) FOR THE ABOVE SPECIFIED CONTRACT.

SIGNED:_____ DATE:_____

SIGNED:_____ DATE:_____

If the Board is in agreement, the Board will vote to sign the Peregrine Energy Contract for Electricity Aggregation.

PEREGRINE
ENERGY GROUP

TOWN OF GRAFTON

PRICE PROPOSAL FORM
CONSULTANT FEE
FOR MANAGEMENT OF THE TOWN'S MUNICPAL AGGREGATION PROGRAM
AND ENERGY RELATED SERVICES

NAME OF CONSULTANT: Peregrine Energy Group, Inc.

ADDRESS: 2 Oliver Street, 8th Floor, Boston, MA

CITY / STATE / ZIP: 02109

TELEPHONE: 617-367-0777 **FAX:** N/A

EMAIL: pgromer@peregrinegroup.com

TOTAL FEE: $.001 per kWh of electricity used by those eligible consumers enrolled in the Town's Municipal Aggregation Program.

I acknowledge that the Town of Grafton, as the Awarding Authority, reserves the right to reject in whole or in part any and all proposals, if the Town determines that rejection serves the best interests of the Town. Further, I acknowledge any contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal taking into consideration all evaluation criteria pursuant to this Request for Proposals and the Town's decision is final to the extent allowed pursuant to M.G.L. c.30B, as amended.

By my signature, I acknowledge receipt of the following ADDENDA (if any) to this Request for Proposals:

Addendum # N/A through Addendum # N/A

I, the undersigned, do hereby certify:

(a) That the certifications required by this Request for Proposals are included with the Non-Price (Technical) Proposal, completed, and signed by an authorized official of the Proposer;

(b) That all services for which the Proposer offered a proposal are available;

(c) That the only parties interested in this Proposal as principals are named herein;

(d) That I have carefully examined the proposed scope of services and all conditions existing so as to be fully informed and satisfied as to the intent and meaning of all contract documents and the proposed services to be rendered;

(e) That the Proposer will enter into a contract with the Town to deliver all the services as required and specified in the contract, in the manner and time prescribed therein; and

(f) That the Proposer will take in full payment for all services to be rendered hereunder the price applicable to the services as stated above and said payment shall be made to the Proposer as the selected Consultant for the Town by the supplier of electrical power, with no costs to the Town during any contract term.

AUTHORIZED SIGNATURE: _____

PRINT NAME: Paul W. Gromer

DATE: February 18, 2016

A proposal must be signed as follows:

1) If the proposer is an individual, by her/him personally;

2) If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and

3) If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

[THIS FORM TO BE SUBMITTED IN A SEPARATEDLY SEALED ENVELOPE.]

Community-Focused Aggregation

Peregrine Energy Group

Bay State Consultants

Our team

Peregrine Energy Group

Aggregation plan development & regulatory approval; customer education & support

- Founded by former Massachusetts Commissioner of Energy Resources
- Over 20 years experience representing clients before the MA DPU and working with Massachusetts utilities
- Broad experience with municipal energy initiatives, such as Renew Boston and the Cambridge Net Zero Task Force

Bay State Consultants

Electric procurement; contract negotiation

- Helping communities to negotiate cost-effective electric supply contracts for the past 18 years
- Has procured more than 700 energy contracts for more than 150 municipal clients
- Has negotiated off-take agreement supporting 28 MW of solar capacity installed

For cities and towns that want to be more than just one of many

- Cambridge
- Chelmsford
- Greenfield
- Natick
- Nantucket
- Salem
- Sutton
- Swampscott
- Westborough

In all cases, using aggregation to advance environmental goals

Additional renewables in power supply

Local renewables

Farm-based renewables

A community-focused approach means…

- A regulatory strategy focused on you, not a regional group
- Education, not sales, with community branding and a Massachusetts-based customer support team
- A procurement strategy that enables local decision-making and community-specific prices with no cross subsidies

More communities DOES NOT mean a lower price

	Procurement date	MWH	2-year price
Westborough	Nov 4	100,000	9.2
Chelmsford	Nov 4	150,000	9.3
SRPEDD (one price for 23 communities)	**Nov 10**	**1,700,000**	**9.5**

Subsidy avoided by Westborough and Chelmsford:

$300,000/yr

Grafton Basic Service customers

	Customer Accounts	Annual kWh Use
Residential	5,800	45,000,000
Non- residential	500	7,000,000
Total	6,300	52,000,000

Thank you!

Paul Gromer / pgromer@peregrinegroup.com

Marlana Patton / mpatton@peregrinegroup.com

Introduction

Municipal aggregation presents an opportunity for the Town of Grafton to bring its residents and its businesses lower electricity prices, protect them from the volatility of winter utility prices, and give them access to greener energy cost effectively. Our consulting team can get you there with the strongest possible offering, the strongest protections for your community, and an aggregation that is more than Basic Service under another name.

The team of Peregrine Energy Group and Bay State Consultants has successfully partnered on community-focused aggregations that have delivered some of the lowest aggregation prices in the state of Massachusetts. Our aggregations have also been among the first to include 5% MA Class 1 RECs above the requirements of the state renewable portfolio standard. Our partnership builds off our unique expertise in Massachusetts energy regulation, extensive experience with municipal electricity procurement, and our long history with municipal energy management. We deliver a rapid aggregation planning process, a hassle-free approval process, and the best pricing possible.

When it comes to community outreach, we focus on education, not sales, so your constituents know your program is one they can trust. They receive the clearest, most accessible communications and education, and outstanding customer support.

A hall mark of our approach is the delivery of **community-focused aggregations** that reflect the personality, branding, and policy goals of each community. That means a Grafton-specific supply contract, Grafton-specific environmental options, Grafton-specific prices, and Grafton branding on everything. We do not believe in and will not propose a one-size-fits-all-contract and expose you to the hidden subsidies inherent in that approach. In our view, the super-sized, multi-community aggregations promoted by others is good for consultants, but risky for communities.

Our team has procured community-specific aggregation supply contracts for Natick, Greenfield, Salem, Swampscott, Chelmsford, and Westborough, and we have been selected to do the same for Cambridge, Sutton, and Nantucket. We have been in involved with aggregation in Massachusetts from the very beginning. We filed the first aggregation petition in Massachusetts, and we drafted the state's *Guide to Municipal Electric Aggregation in Massachusetts*, which remains a critical resource for communities exploring the idea of aggregation.

The key to savings is procurement expertise. Our municipal procurement experience is unmatched in Massachusetts. Our team has conducted 700 community-specific electricity and natural gas procurements for more than 150 municipal clients, and we have been providing procurement services to local communities for 15 years. In November 2015 we procured two of the lowest priced aggregation supply contracts in the state for Westborough and Chelmsford, and in both case, the price was lower than the price for a large regional aggregation that was procured six days later. We pride ourselves on providing clear guidance on how the electricity market is performing, the most recent trends in the electric market, how to structure pricing, and contract duration. We have interacted with all of the suppliers currently active in the Massachusetts municipal market, and we are experienced with a full range of pricing strategies and contractual options. Additionally, our team includes attorneys who are intimately familiar with and able to secure agreement on the terms and conditions that provide the greatest protection for Grafton residents and businesses.

The key to aggregation participation is outstanding customer education and support. We have the resources and the team to deliver that education and support with an intensive, hands-on focus. Our focus is education, not sales. Our goal is to build trust and participation. We start the education process while the aggregation plan is being developed, participating in-person in community events and stakeholder meetings. Building from an arsenal of tested, effective materials, we develop clear informational content for staff, the public, and the media that explains the basics and makes it easy for everyone to get answers. When your supply contract has been signed, we implement a more formal outreach campaign that integrates a range of polished outreach strategies and vehicles.

While all of this is happening, our experienced, **Massachusetts-based customer support team** is available, personally taking calls and answering emails. Rather than simply directing customer support questions to the electricity supplier, our team works hands on to make sure that everyone in your community understands your program, its benefits, and their right to opt out. After your program launches, our customer support team remains available, as does the rest of our team, answering questions, providing regular updates, and offering guidance on how the electricity market continues to evolve. Our team prides itself on its polished and patient approach to explaining complex energy topics to both energy experts and non-experts alike. Our team has built its expertise by providing phone- and email-based support to the other aggregations that we manage as well as to the 302 municipal and regional entities that use **MassEnergyInsight**, a web-based tool that we developed and now manage.

Aggregation plans must go through a rigorous review process before two state agencies: The Department of Energy Resources (DOER) and the Department of Public Utilities (DPU). Our team brings a long history of working hands-on to guide municipal officials through complex energy projects. Our team includes former DOER Commissioner Paul Gromer, a Harvard-trained attorney and a specialist in utility regulatory law, with a 20-year career practicing before the MA DPU and other public utility commissions in New England.

For those communities with sustainability goals, aggregation presents a unique opportunity to significantly **increase the local use of renewable energy resources**, such as solar and wind. If Grafton is interested in that aspect, we can work with you to craft an electricity supply contract that meets your particular goals. All of our aggregation plans feature optional green products, making them among the only aggregations in the state other than the Cape Light Compact to do so. Additionally, we launched some of the first aggregations in the state with standard offerings that included 5% more MA Class 1 RECs than required by the state. In addition to electricity supply, we have procured 26 large-scale solar projects for municipal clients in Massachusetts and Connecticut, an effort that involved negotiations with 30 solar bidders for 54 MW of solar capacity, 28 MW of which is in operation. Also, we founded the Solar Energy Business Association, drafted the state's net metering and solar carve out laws, conducted wind project feasibility studies for Harvard University, Brandeis University, Whole Foods, and the Town of Weymouth, and drafted solar guidebooks for the Clean Energy Center and the City of Cambridge.

Qualifications of Project Team

We offer a cohesive team with a long history of collaboration and deep qualifications in all areas necessary to ensure that the Town of Grafton runs a successful aggregation.

Peregrine Energy Group is an energy consulting firm founded in 1992 by former Massachusetts Energy Commissioner Paul Gromer. Peregrine specializes in helping cities and towns with all aspects of energy procurement, energy contract monitoring, energy management, and the design and implementation of community-wide energy initiatives and has worked with hundreds of communities throughout New England. For example, for five years Peregrine was the lead consultant to the City of Boston for the Renew Boston program, a comprehensive energy initiative for all Boston residents and businesses. Peregrine helped the city with program design, strategic planning, data analysis, and interaction with the two utilities serving the city, NSTAR and National Grid. Peregrine has particular expertise in energy data reporting and analysis, and developed and manages MassEnergyInsight, the state's online energy data reporting tool for cities and towns. Additionally, Peregrine has conducted numerous community-wide energy use analyses, including for the Cambridge Net Zero Task Force.

Peregrine drafted the original state guide to municipal aggregation and for the last four years has been planning, designing, and implementing municipal aggregation programs in Massachusetts in partnership with Bay State Consultants.

Bay State Consultants is an energy brokerage firm specializing in cities and towns. Since 2001, Bay State has procured more than 700 community-specific electric and natural gas contracts for more than 150 municipal clients. As an active energy broker, Bay State is in the market on average every two weeks, testing other firms' market projections against actual, Bay State-managed, competitive bids. In addition to procuring electricity supply, Bay State has procured 26 large-scale solar projects for municipal clients in Massachusetts and Connecticut, an effort that has involved negotiations with 30 solar bidders for 54 MW of solar capacity, 28 MW of which is in operation.

Team Members

We offer a team with deep qualifications in all areas necessary to run a successful aggregation. We anticipate all team members being available for the full duration of the aggregation plan development, program launch, and program management. Our team includes the following members:

Team member	Role
Paul Gromer Peregrine Energy Group	Project lead, aggregation plan development, regulatory approvals
John Shortsleeve Bay State Consultants	Contract negotiation, dispute resolution, energy/ REC strategy development, solar procurement
Susan Shortsleeve Bay State Consultants	Supply procurement, after-contract support
Steven Weisman Peregrine Energy Group	Renewable energy

Marlana Patton Peregrine Energy Group	Customer education and communications
Eric Weisman Peregrine Energy Group	Customer support
Joe Shortsleeve Peregrine Energy Group	Customer Support, renewable energy support

Paul Gromer, CEO, Peregrine Energy Group, literally helped to write the book on municipal aggregation in Massachusetts, the state's *Guide to Municipal Aggregation.* He brings a deep understanding of both what is possible within an aggregation and how the aggregation implementation process works. Paul has been engaged in energy policy and regulatory issues in the Commonwealth for more than 20 years. He was appointed by the Department of Public Utilities to the state Energy Efficiency Advisory Council, which reviews the utility energy efficiency programs. As the director of a solar industry trade association, Paul drafted the industry bills that became the basis for the Green Communities Act, the net metering legislation, and the solar carve out to the Renewable Portfolio Standard. Paul is a graduate of Harvard Law School and an experienced regulatory attorney. In addition to his work before the Massachusetts Department of Public Utilities, he has represented clients before utility regulatory commissions in Connecticut, New York, New Jersey, Rhode Island, Pennsylvania, New Hampshire, and Maine. Paul will develop the aggregation plan and will take the lead securing the regulatory approvals.

John Shortsleeve, President and General Counsel, Bay State Consultants, has been helping communities to negotiate cost-effective electric supply contracts for the past 15 years. To date, the company he founded has procured more than 700 community-specific electric and natural gas contracts for more than 150 municipal clients. He is one of the pioneers of municipal aggregation in Massachusetts, having filed the very first petition for municipal aggregation in 1998. For the past three years, he has focused on the procurement of 26 large-scale solar projects for municipal clients in Massachusetts and Connecticut, an effort that has involved negotiations with 30 solar bidders for 54 MW of soar capacity, 28 MW of which is in operation. He will serve as the contract negotiation lead for the aggregation, and his role will involve dispute resolution in any contract dispute and providing energy market monitoring expertise.

Susan Shortsleeve, Chief Operating Officer and Principal, Bay State Consultants, has been helping communities manage their electric supply contracts for the past 10 years and manages the Bay State conventional electric and natural gas procurement business. Her responsibilities include developing procurement documents, communicating with suppliers both before and after contract award, and providing after-contract client support for resolving enrollment and billing issues or any other problems short of a formal dispute during the term of the supply contract. Susan will take the lead in developing the draft of the RFP for the aggregated supply contract, which will then be refined through an iterative process that will include review by and comments from municipal officials.

Steve Weisman, Vice President, Peregrine Energy Group, leads Peregrine's municipal energy management practice and brings deep renewables expertise. Steve is the former Director of the Green Power Group for the Massachusetts Renewable Energy Trust, where he developed the Massachusetts community wind program. He has conducted wind project feasibility studies for Harvard University and

other clients. He has also drafted solar guidebooks for the Clean Energy Center and the City of Cambridge. He will take the lead in drafting renewable energy components of the Aggregation Plan.

Marlana Patton, Director of Communications, Peregrine Energy Group, brings more than 20 years of communications experience. She regularly creates and delivers communications on behalf of clients and manages client relationships for Peregrine, while crafting proposals and overseeing corporate message development. She will take the lead in the development of the Public Education Plan.

Eric Weisman, Manager of Customer Support, Peregrine Energy Group, serves as the Customer Support Manager at Peregrine, supporting users of Peregrine's energy data reporting tools, MassEnergyInsight and Peregrine Focus, and answering questions about energy use and utility bills. He is equally comfortable working with users with a wide array of energy-literacy skills, from the beginner to the expert. He will oversee the dedicated hotline for customers with questions about the aggregation.

Joe Shortsleeve, Analyst, Renewable Energy, Peregrine Energy Group, helps to explore renewable energy opportunities for aggregations and helps to oversee a dedicated hotline for customers with aggregation questions. While studying at Columbia University, he founded the first fossil fuel divestment campaign in New York City, Columbia Divest for Climate Justice, and he co-founded the national student-led organization of fossil fuel divestment campaigns, Divestment Student Network.

Scope of Services

Introduction

We propose dividing the scope of services into four chronological implementation phases:

- Phase 1: Aggregation planning and regulatory review
- Phase 2: Energy supply contract negotiation & supply procurement
- Phase 3: Public education and the initial opt-out period
- Phase 4: Aggregation implementation and management

A. Phase 1: Aggregation Planning and Regulatory Review

Phase 1 includes the development of the aggregation plan, consultations with the Massachusetts Department of Energy Resources (DOER) and National Grid and the Department of Public Utilities (DPU) approval process. The aggregation plan will be designed to provide consumers with lower-cost electricity supply, stable electricity costs over time, and greener electric supply. *At the conclusion of Phase 1, Grafton will have a complete aggregation plan that has been approved by the DPU.*

1. Aggregation plan

The aggregation plan articulates both the goals of the aggregation and Grafton's approach to achieving those goals. The plan must be developed in consultation with the DOER and be approved by the DPU.

We will follow these key steps in developing an aggregation plan with Grafton:

1. Meet with Grafton to discuss objectives and options for the plan.
2. Based on the feedback received, prepare a draft of the aggregation plan that complies with the statutory and regulatory requirements and meets Grafton's objectives. Then secure approval to proceed.
3. Consult with the DOER (as required by the statute) and seek input on the proposed plan. This is a critical step. It is very important to elicit both DOER's recommendations and any concerns that they may have and to address those recommendations and concerns in the plan. This will help to ensure that the DPU approval process (see below) is as smooth as possible.
4. Consult with National Grid and seek input on the proposed plan. As with DOER, consultation with the utility early on is very valuable and can help to facilitate both the DPU process and the implementation of the plan.
5. Based on the comments of DOER and the utility and Grafton's preferences, prepare the final draft of the aggregation plan.

2. DPU Approval Process

The aggregation plan must be approved by the DPU. This is a regulatory process that can require six months or more. We will manage this entire process, including developing the regulatory filings and representing Grafton before the DPU.

The heart of our regulatory strategy is to prepare an aggregation plan that is simple, straightforward, and clearly communicates both Grafton's approach to aggregation and how that approach satisfies all DPU requirements. As an example of our approach, the aggregation plan that we prepared for Westborough is attached as part of Appendix D.

Our team has secured DPU approval for the Natick, Greenfield, Salem, Swampscott, Chelmsford, and Westborough aggregation plans and has represented scores of clients before the Massachusetts DPU and regulatory commissions in other states. We will ensure that the regulatory approval process is as smooth as possible.

B. Phase 2: Energy supply contract negotiation and supply procurement

Our preparation for Phase 2 occurs before this phase formally begins. We initiate and maintain an ongoing dialogue with all of the current suppliers in the Massachusetts aggregation market, as well as with suppliers that are thinking of entering the Massachusetts aggregation market. Our objective is to maintain a relationship with every potential bidder so that when the actual procurement begins, we can manage the most robust competition possible.

During Phase 2, we will prepare and issue a supply RFP, negotiate contract terms, and secure final pricing. The RFP process will include a middle step in which we will market-test green options and supply options

of various lengths and will present those market-tested options to Grafton for review and approval before finalizing the RFP.

Our approach will be as follows:

Step 1: Qualifications and contracts: We will request a qualifications statement from suppliers that focuses on: a) their customer service track record and supportive references, b) their financial strength, and c) a contractual response. We will evaluate the customer service and financial qualifications and negotiate any exceptions taken in the contractual response. We will then review with Grafton the qualifications and contracts from each bidder and establish a shortlist of qualified bidders. During step 1, we negotiate all aspects of the contract with each bidder before soliciting any prices. In this way, we ensure that all contracts are fundamentally equal. In doing this, we also streamline Grafton's decision-making process on the day that executable prices are received because, with all other elements of the contract already negotiated, price is then the only point of comparison between bidders.

Step 2: Request for indicative prices: We will ask the shortlisted bidders to submit indicative (non-binding) prices for a variety of options, including contracts of varying durations and varying "green" options, and review that updated market intelligence with Grafton. Based on that review, we will establish the contract options that we wish to include in the final request for executable prices.

Step 3: Updated energy trends: A few days prior to the date selected for receiving the final prices, we will prepare an updated energy trends memo, again focusing on long-term trends (for example, 10- to 20-year trends), shorter-term trends (for example, trends over the last 12 months), and recent electric bids procured by our team.

Step 4: Request for executable prices: After we have completed the energy trends review, we will then ask for final executable prices from every shortlisted bidder. We will ask for prices for a supply period that will begin after the public education process has been completed. On the date selected for final pricing, we will receive the bids, evaluate them, and make our recommendation to Grafton. Because we expect to procure all-inclusive pricing with no pass-through charges, the evaluation should be straightforward. The prices will only be good until the close of business on that day. In order to accept a bid, Grafton will need to execute the winning contract that day, or alternatively, reject all bids.

If Grafton decides to reject all bids on any given pricing date, we will repeat the call for prices as often as needed until market conditions allow us to procure a price that is acceptable to the Town.

At the conclusion of Phase 2, we will have an executed supply agreement that is ready for implementation.

C. Phase 3: Public education and the initial opt-out period

We implement a three-part education and communication effort that ensures the broadest reach and the clearest communications for your programs.

Outreach plan example

During program planning and approval

The first part of our education and communication effort actually occurs before the formal public education and opt-out period. It starts when we begin the aggregation plan development and approval process. Early on, we participate in community events to explain how aggregation works and make sure community members know and are excited about your program. We develop web and media announcement content to introduce your program, explain the basics, and make it easy for everyone to find answers, including municipal staff. We work with you to identify key stakeholder groups, meet with them, and ensure their understanding of your program. And we attend meetings with municipal staff and stakeholders to answer questions, allay concerns, and ensure the full engagement of everyone who has a stake in the success of your program.

Specifically, initial efforts will include:

- Board of Selectmen / City Council presentations: Very early in our engagement we can meet with the board of selectmen to ensure that the elected community leaders are fully informed about the aggregation and to answer any questions that they may have. If this meeting is public and televised, it can also function as an initial means of communicating with the community.
- Community stakeholder meetings: We will meet with stakeholder groups that have a particular interest in the aggregation, as directed by Grafton municipal staff, in order to inform them about the program, and to build support.
- Initial public education: We will work with Grafton to begin getting the word out about the upcoming aggregation. These efforts typically include:
    - The development of initial web content describing aggregation at a high level
    - The creation of an initial media announcement about the program and the draft aggregation plan
    - Participation in community events such as energy fairs or town days
- Opt-out letter creation: An initial draft of the opt-out letter and reply postcard are drafted and designed and then submitted as exhibits with the draft aggregation plan to the DOER and the DPU for approval. This early version uses placeholders for pricing and program options. (See *Appendix C – Outreach Materials Examples* for an opt-out letter example.)

Initial opt-out period

Once your electricity supply contract has been signed and we know program details around pricing and timing, we move into the second part of our education effort and implement a formal outreach campaign to your community in the 30 days before your program launches. Known as the opt-out period, this 30-day period of outreach is a requirement of all programs. To ensure its success, we roll out our tested marketing plan, customized for your community.

Specifically, these efforts will typically include the following:

- We will build from a standard suite of materials that have been used successfully throughout the state – announcements, brochures, web content, social media content, talking points – tailor them

with your branding and your priorities, have them translated into other languages if needed, and use them to get the word out.

- We will work your chosen electricity supplier to mail a letter to all potential program participants that explains the program and their right to opt out. Required of all programs, this letter is a key communication vehicle that includes a mechanism, typically a postcard, for recipients to use to opt out of the program if they wish to do so.
- We will schedule a series of community education events at your town hall and/or library. We take special care to connect with vulnerable populations, such as seniors or non-native English speakers. We make a point of having our staff present at every single event.
- We will also make appearances on local cable access programs and provide slides and other content for broadcast.

While all of this is happening, our experienced customer support team is available, taking calls and answering emails, making sure that everyone in your community understands your program, its benefits, and their right to opt out.

Your community bears none of the costs for these efforts. All costs are born either by our team or by the electricity supplier.

After program launch

The third part of our education effort occurs after your program launches and occurs simultaneously with Phase 4 below. Our customer support team remains available, as does the rest of our team, answering questions, providing regular updates, and offering guidance on how the electricity market continues to evolve. We work with the supplier to communicate with new residents in town about the program on a regular basis to ensure we engage and enroll as many as we can. And we continue to make ourselves available for events to explain the program and make sure your community understands its value.

D. Phase 4: Aggregation implementation and management

After the aggregation plan has been developed and approved, the supply contract executed, and the education plan delivered, the program is ready for Phase 4—launch. Phase 4 involves enrolling customers into the aggregation and then providing continual support for the program. That support will include monitoring the performance of the supply contract, helping to resolve disputes, ongoing energy market and policy monitoring, preparing and filing reports, and managing replacement procurements when market conditions are right.

Specific tasks will include:

1. Overseeing the supplier's implementation of customer enrollments and customer opt-outs and responding to any issues that may develop during those processes.
2. Operating and maintaining a customer support hotline and web site to provide timely and professional answers to consumer questions regarding continuing rights to and procedures for electing to:

a. opt out

b. opt in

c. opt back in after having previously opted out

d. select one of the contract options (such as a green product for example.)

3. Preparing quarterly reports to Grafton detailing the number of customers participating in the aggregation, the number opting out, and the total kilowatt-hours of electricity supplied through the aggregation, the supplier's performance, and the other items specified in the RFP.
4. Representing the Grafton in any dispute that arises with the supplier during the term of the contract.
5. Monitoring the energy markets and advising Grafton when it is timely to repeat the steps described Phase 2 to procure a replacement supply contract so that it is in place when the current contract lapses. Depending on the term of the baseline contract, this is likely to be an annual occurrence.
6. Monitoring state legislative and regulatory changes, as well as any relevant federal laws or regulations, and keeping Grafton apprised of any changes that may impact the aggregation.
7. Providing all ongoing reports to regulatory authorities as required.
8. Meeting with Grafton as requested to provide any ongoing support that is required.
9. Managing any media queries and referring to Grafton as appropriate.
10. Prior to the conclusion of our contract, providing a report assessing results and making recommendations for enhanced goals or services and for a transition process if needed.

E. Roles and responsibilities

The roles and responsibilities of the key organizations involved in the aggregation are as follows:

Grafton

- Authorize the development of the plan
- Approve the plan
- Approve and execute the contract with the supplier
- Provide policy direction and decision making
- Oversee the consulting and legal team

Consulting and legal team

- Develop the aggregation plan
- Manage the DPU review and approval process
- Manage supply procurement and negotiate the contract with electricity supplier
- Develop and implement the public education plan
- Provide customer support
- Monitor supplier performance
- Monitor the market and advise when it is timely to procure the next supply contract

Electricity supplier

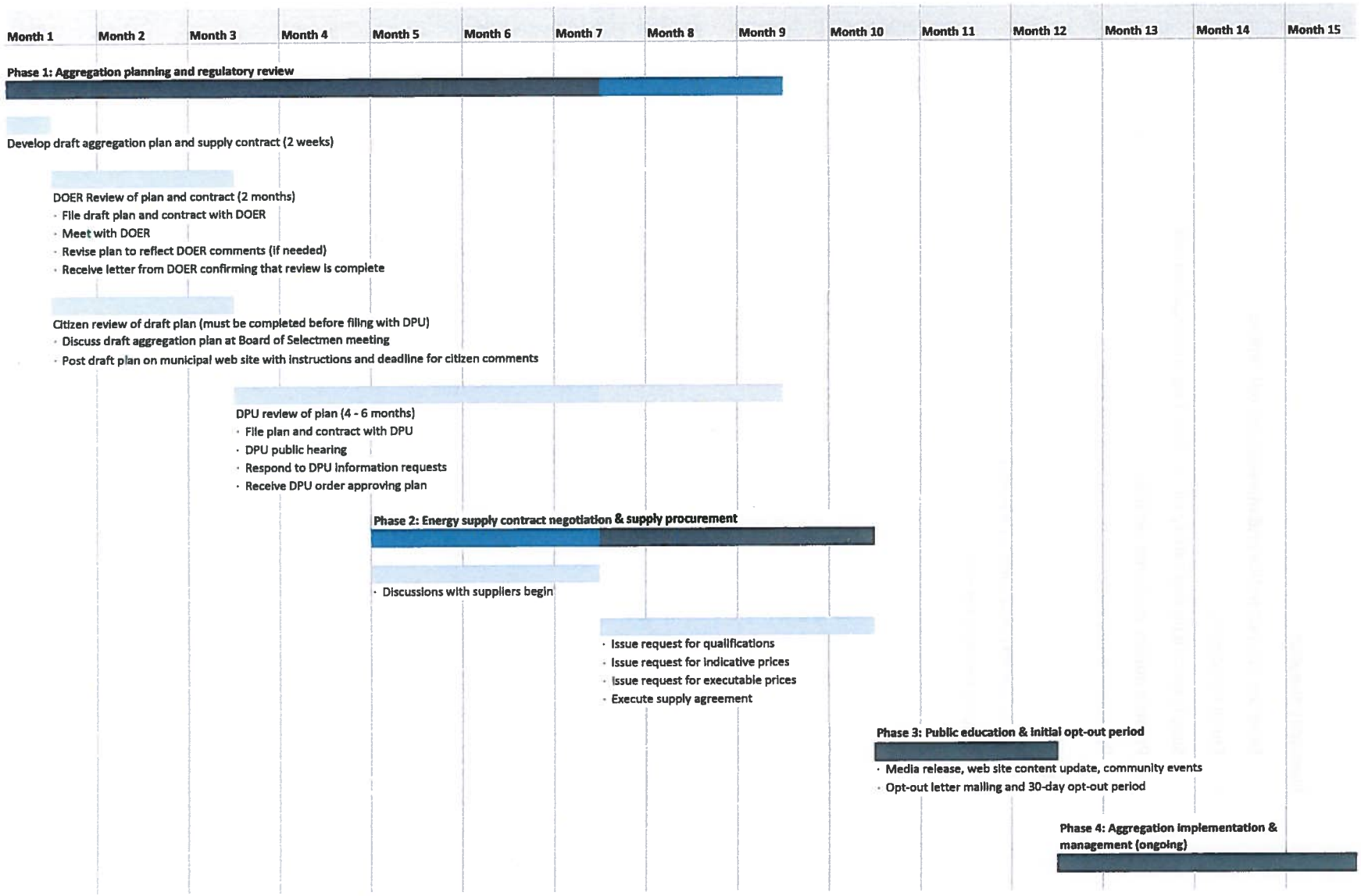
- Send the opt-out notice and manage opt-out replies
- Enroll customers
- Supply electricity and satisfy all ISO New England requirements
- Provide quality customer service
- Provide the electricity content disclosure label

Utility

- Bill customers and collect payments
- Provide delivery service

Schedule

The exact schedule will depend on the timing of actions taken by Grafton, as well as those taken by state regulatory bodies. With that in mind, the schedule below reflects a typical process for the development and implementation of an aggregation plan:



Program Options

Some of best ways for an aggregation to create value are to support the development of renewable energy within a community, to support community energy efficiency projects, and to offer energy supply options for customers. With that in mind, we propose exploring the following options to deepen the value of the aggregation to Grafton consumers:

1. Local renewable energy projects

We will help Grafton to evaluate the different ways that the aggregation can support the development of local, renewable energy projects. One option is to Incorporate RECs from local renewable projects into the aggregation supply. This would involve obtaining commitments from a) the competitive supplier to purchase the RECs and b) the systems' owners (or an aggregator) to sell those RECs. This is the easiest way to make a connection between the aggregation and local, renewable energy projects.

2. Community projects

We will help Grafton to explore the different ways the aggregation could support community energy efficiency projects. This could include partnering with the utility and/or energy efficiency companies to offer energy efficiency programs in connection with the aggregation. Under this approach, the aggregation itself would not fund the projects. Instead, the aggregation public education materials could promote the energy efficiency programs, boost participation, and create attractive program options for aggregation participants.

3. Green power and long-term offerings

Municipal aggregation can provide greener power in two ways, a) by offering optional products that are greener than the standard product; and b) by making even the aggregation's standard product greener than utility Basic Service. We will develop a set of options that involve different mixes of renewable resources and different price premiums and present them to Grafton for decision.

Even within "green" power sources, there are many different shades of green, which are determined by characteristics such as the **location** of the generator, the year it was built (known as **vintage**), and the generating **technology**. These different characteristics carry different price premiums. Green power options include:

Green Product Options	
Type	**Description**
Local Renewables	Generated in Grafton
Massachusetts Class I Renewables	Known as "new" renewables, these include solar, wind, small hydro, landfill gas, geothermal, and certain other renewables that began operation after 1997
Massachusetts Class II Renewables	Known as "existing" renewables, these include the same technologies as Class I, but began operation in 1997 or earlier
Large Hydro	Hydro projects that do not qualify as Class I or Class II
Green-e certified Renewables	RECs from renewable generating projects located anywhere in the U.S. or Canada that began operation after 1997 and that meet the standards of the Green-e program

If Grafton desires, we can develop optional products with different blends of resources and different prices. We can also explore options to add renewables to the standard product, making it greener than utility Basic Service.

Appendix A – Resumes

PAUL W. GROMER, CEO & FOUNDER, PEREGRINE ENERGY GROUP

Profile

Paul Gromer has been a state energy commissioner, the executive director of energy efficiency and solar energy trade associations, and a regulatory attorney. He is Peregrine's CEO and founder.

Paul was Commissioner of Energy Resources for the Commonwealth of Massachusetts, a position in which he was responsible for state energy policy and state energy programs. He was also Chairman of the Massachusetts Energy Facilities Siting Council. Paul helped found and served as executive director of two energy trade associations: the Northeast Energy Efficiency Council and the Solar Energy Business Association of New England. He is also an attorney and has represented energy companies before public utility commissions in Rhode Island, Massachusetts, Maine, Connecticut, New Hampshire, Pennsylvania, and New York.

History

CEO and Founder
Peregrine Energy Group

Commissioner of Energy Resources
Commonwealth of Massachusetts

Chairman
Massachusetts Energy Facilities Siting Council

Assistant Secretary and Legal Counsel
Massachusetts Executive Office of Consumer Affairs and Business Regulation

Attorney
Foley, Hoag, & Eliot

Paul's consulting practice focuses on utility regulation, energy efficiency, market analysis, and renewable energy. He co-authored the Massachusetts *Guide to Municipal Aggregation* and helps communities to assess and capture the benefits of aggregation.

Professional Activities

- Board of Directors, New England Clean Energy Council (2009- 2011)
- Co-chair, Energy and Utility Law Committee, Boston Bar Association (2007-2008)
- Member, Massachusetts Energy Efficiency Advisory Council (2008-present)
- Board of Directors, Clean Energy Solutions, Inc. (2009-present)
- Board of Directors, GreenerU, Inc. (2010-present)
- Board of Directors, Energy Federation, Inc. (2010-present)

Education

Harvard Law School, J.D., cum laude
Middlebury College, B.A., summa cum laude
Oxford University

JOHN SHORTSLEEVE, PRESIDENT & FOUNDER, BAY STATE CONSULTANTS

Profile

John has been working at the interface between the public sector and the private sector for the past 32 years. He spent the first 7 years after graduating from law school as an attorney and manager in state government. Moving to the private sector in 1983, he was instrumental in starting up Foster Wheeler Power Systems, a new subsidiary of Foster Wheeler Corporation that built and operated small power production facilities. His responsibilities at Foster Wheeler, and subsequently Ogden, included the negotiation of Host Community Agreements with communities providing the sites, and energy purchase agreements with the entities purchasing the power form these projects.
In 1997, John moved back to the public sector side of the negotiating table, and founded Bay State Consultants, a company focused on representing communities interested in the opportunities created by the Massachusetts Electric Restructuring Act. In the first few years Bay State focused on municipal aggregation (filing the very first petition for a municipal aggregation on behalf of the City of Haverhill) and streetlight conversions (helping 20 MA municipalities, to purchase their streetlights from NSTAR and NGRID).

The utility standard offer reached parity with market rates in Massachusetts in 2001. Since then Bay State has negotiated supply contracts with every national supplier doing business in New England and procured more than 600 electric supply contracts and natural gas supply contracts. On the strength of references from MA municipal clients, Bay State was selected as the energy broker for the CT Conference of municipalities in 2003. To date, Bay State has negotiated energy supply contracts for more than 150 municipal clients in the two states of MA and CT. In the past three years he has negotiated 24 solar contracts on behalf of this municipal client base.

History

President and Founder
Bay State Consultants

Sr. Vice President
Ogden Energy Group

Vice President, Business Development
Foster Wheeler Power Systems

Director
Massachusetts Bureau Solid and Hazardous Waste

Assistant General Counsel
Massachusetts Secretary of State Office

Education

Suffolk Law School, J.D.
College of the Holy Cross, B.A., History

SUSAN SHORTSLEEVE, CHIEF OPERATING OFFICER

Profile

Susan brings over 20 years of management experience to her role as Chief Operating Officer and Principal of Bay State Consultants. After graduating from Wellesley College, she spent five years at Bank of Boston (now Bank of America). As the youngest Branch Manager elected by the Board of Directors, Susan managed 6 of the 36 Boston branch offices. As Vice President of Financial Services at Andover Bank (now TD Bank), she managed the launch of the Bank's website and online banking platform, the bank's non-deposit investment program, and the start-up of the Bank's insurance division.

History

Chief Operating Officer
Bay State Consultants

Vice President, Financial Services
Andover Bank

Assistant Vice President
Warren Bank

Branch Manager
Bank of Boston

Since joining Bay State Consultants in 2001, Susan has helped the company grow from a client base of 7 municipal clients to a client base of 150municipal clients in two states. She manages the conventional electric and natural gas procurement services for that municipal client base, which includes the development of procurement documents, communication with suppliers, and oversight of the Bay State post-contract support for clients. This support includes the resolution of enrollment and billing issues, addressing questions about the compatibility of a specific supply contract with ongoing municipal energy efficiency initiatives, municipal solar initiatives, or the purchase of renewable energy certificates. Susan prepares energy trends memos and discusses with clients the optimum timing and scheduling for replacement procurements and manages the replacement procurement process.

Education

Wellesley College, B.A., English

STEVEN WEISMAN, VICE PRESIDENT, PEREGRINE ENERGY GROUP

Profile

Steven Weisman brings 30 years of experience in the energy services field, and since joining Peregrine in 2005, he has managed a variety of consulting engagements including renewable energy feasibility studies, strategic planning, energy services delivery, and program and project design.

He has conducted wind project feasibility studies for Harvard University, Brandeis University, Whole Foods, the Town of Weymouth, and other clients. He has also drafted solar guidebooks for the Clean Energy Center and the City of Cambridge. Previously, Steve was the Director of the Green Power Group for the Massachusetts Renewable Energy Trust and developed the Massachusetts community wind program.

Steve also currently leads Peregrine's municipal sector practice. He has an in depth understanding of performance contracting and has been particularly active over the last two years assisting towns and cities to make use of performance contracting as a strategy for energy use reduction and infrastructure modernization.

He has led two regional initiatives in Massachusetts where planning agencies competitively selected energy services companies to contract with member cities and towns. He is currently coordinating the provision of Owner's Representative support to these communities.

History

Vice President
Peregrine Energy Group

Partner and Vice President
Minuteman Wind, LLC

Director, Green Power Group, Renewable Energy Trust
Massachusetts Technology Collaborative

Director of Account Management / Senior Account Manager
Duke Solutions, Inc.

Business Dev. Manager
Energy Investment, Inc.

Director of Operations / Director of Technical Services
MSI Services

Director, Commercial / Industrial Division
Massachusetts Executive Office of Energy Resources

Managing Director
Regional Energy Development Corporation

Education

University of Massachusetts – Amherst, Master of Regional Planning
Antioch College, B.A., Environmental Studies

MARLANA PATTON, DIRECTOR, COMMUNICATIONS

Profile

Marlana brings nearly 20 years of communications experience to her role as Peregrine's Director of Marketing and Communications, where she regularly creates and delivers communications on behalf of clients and manages client relationships while crafting proposals and overseeing corporate message development for Peregrine.

Previously, Marlana worked as a communications consultant, helping senior management in companies across a variety of industries to refine branding and positioning and develop communications for audiences that included executives, investors, partners, and consumers. She also served as executive director of English At Large, a Boston-area nonprofit, and executed a complete organizational rebranding coupled with accelerated community outreach to drive dramatic fundraising increases.

Prior experience includes marketing writing and corporate web site management for software companies, including Sybase, Allaire, and Macromedia.

History

Director, Communications
Peregrine Energy Group

Marketing Communications Consultant
Barilla, Digitas, Nursetogether.com

Executive Director
English At Large

Senior Manager, Content & Community
Macromedia

Web Marketing Manager
Allaire Corporation

Senior Editor
Sybase, Inc.

Education

Boston University, MA, Applied Linguistics
Mary Washington College (now Mary Washington University), BA, English

ERIC WEISMAN, MANAGER, CUSTOMER SUPPORT

Profile

Eric Weisman has served as the Customer Support Manager at Peregrine Energy Group since the inception of Peregrine's customer support service. He has been pivotal in developing internal customer support processes and regularly champions end user needs and requests to the Peregrine development team. He is equally comfortable working with users with a wide array of computer- and energy-literacy skills, from the beginner to the expert.

As an extension of his customer service oversight, Eric delivers a series of detailed, hands-on data collection and system setup services to customers and manages the junior-level employees and interns who support these offerings.

Additionally, Eric works with clients to develop interactive, graphically based reports on client energy use, costs, and emissions data.

Eric also serves as an independent third party meter reader and verifier for photovoltaic and biogas systems.

History

Customer Support Manager
Peregrine Energy Group

Archives Intern
Museum of Fine Arts, Boston

Intern
Carnegie Museum of Art, Pittsburgh, PA

Preservation Technician
Archive Service Center, Pittsburgh

Education

University of Pittsburgh, MS, Library and Information Science
University of Massachusetts, BA, Linguistics and Japanese Language/Culture

JOE SHORTSLEEVE, ANALYST, RENEWABLE ENERGY

Profile

Joe Shortsleeve joined Peregrine in February as a renewable energy analyst. He has been active in developing cutting edge renewable energy options for Peregrine's aggregations. He is well versed in renewable energy markets as well as community based environmental advocacy.

Joe oversees the dedicated hotline for customers with questions about aggregation. One of his favorite responsibilities with Peregrine is answering calls and emails from residents, curious as to how aggregation will affect them personally.

History

Renewable Energy Analyst
Peregrine Energy Group

Adjunct Urban Studies Professor
Barnard College, New York, NY

Co-Founding Coordinator
National Fossil Fuel Divestment Student Network

Street Outreach Manager
Youth Shelters, Santa Fe, NM

Education

Columbia University, BA, History

Appendix B – Required Forms

DESCRIPTION OF PROPOSER'S QUALIFICATIONS

Location of the offices from which the services will be managed

Services will be managed from the offices of Peregrine Energy Group at:
2 Oliver Street, 8th Floor
Boston, MA 02109

Knowledge of municipal aggregation, including M.G.L., c. 164, sec, 134 and D.T.E. 06-102

Both Peregrine and Bay State have been involved in municipal aggregation since the very beginning. In 1998 Bay State filed the first petition for municipal aggregation in Massachusetts. Peregrine Energy Group CEO Paul Gromer literally helped to write the book on municipal aggregation in Massachusetts. He wrote the state's *Guide to Municipal Aggregation* and brings a deep understanding of both how the implementation process works and what is possible within that framework. Peregrine and Bay State have already implemented aggregations in Natick, Greenfield, Salem, Swampscott, Chelmsford and Westborough.

Competent legal resources with experience in the deregulation of electricity in Massachusetts

Paul Gromer of Peregrine is a former Massachusetts Commissioner of Energy Resources and has been engaged in energy policy and regulatory issues in the Commonwealth for over 20 years. He was appointed by the Department of Public Utilities to the state Energy Efficiency Advisory Council, which reviews the utility energy efficiency programs. A graduate of Harvard Law School, he is an experienced regulatory attorney, having represented clients in scores of proceedings before the Massachusetts Department of Public Utilities, as well as utility regulatory commissions in Connecticut, New York, New Jersey, Rhode Island, Pennsylvania, New Hampshire, and Maine.

A broker licensed by the DPU to do business in the area served by the local distributor

Bay State Consultants has been procuring energy contracts on behalf of municipal clients for the past 15 years. Since 2001, Bay State has procured more than 700 electric and natural gas contracts for more than 150 municipal clients in Massachusetts and Connecticut and has negotiated electric supply agreements with every major supplier that is active in Massachusetts and Connecticut.

Licenses and/or approvals required to act as the Town's agent for Municipal Aggregation to be eligible to submit a proposal

Bay State Consultants possesses electronic broker license number EB – 029.

Is not owned or be a subsidiary of the any energy supplier.

Neither Peregrine Energy Group nor Bay State Consultants is owned by or a subsidiary of any energy supplier.

NON-COLLUSION, TAX COMPLIANCE, & UNEMPLOYMENT CONTRIBUTION CERTIFICATION FORMS

1. Certification of Good Faith. Pursuant to M.G.L. c. 30B, §10, I certify under penalties of perjury that, this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Paul Gromer, CEO

Name and title (typed)

Peregrine Energy Group

Company name

DATE: **February 18, 2016**

2. Certification that State Taxes are Filed and Paid: Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual/Corporate Name (Mandatory) or Corporate Officer (Mandatory if applicable)

04-3197556

Social Security number (voluntary) or Federal Identification Number

DATE: **February 18, 2016**

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). 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. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

3. Unemployment Contribution Certification: Pursuant to M.G.L. c. 151A, §19A, I certify under the penalties of perjury that, to the best of my knowledge and belief, said individual/corporation/company is in compliance with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signature of person signing contract

Paul Gromer, CEO

Name and title (typed)

Peregrine Energy Group, Inc.

Company name

DATE: **February 18, 2016**

CERTIFICATE OF VOTE

I, **Paul Gromer**, Clerk of **Peregrine Energy Group** hereby certify

that, at a meeting of the Board of Directors of said Corporation duly held on **August 16, 2013** which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"Voted: That **Paul Gromer** (Name of Officer authorized to sign for Corporation) be and hereby is authorized, directed and empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation by such **Paul Gromer** (Name of Officer) to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Awarding Authority."

I, further certify that **Paul Gromer** is the duly-elected **President** of said corporation.
[Name of officer] [Title]

Signed: _____
[Clerk-Secretary]

Place of Business: **Peregrine Energy Group**

Date of Contract: **N/A**

AFFIX CORPORATE SEAL

Peregrine Energy Group does not possess a corporate seal.

Countersignature: _____ **Paul Gromer, President**
(Name and Title of Officer)

Paul Gromer is the only officer of the corporation.

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.

REFERENCES

We have six active Massachusetts municipal aggregations, with a focus on maximizing the environmental benefits of aggregation. We have contracts with an additional two communities, Cambridge and Sutton, which are just beginning the process of developing their aggregation plans. We were also recently awarded the Nantucket municipal aggregation contract.

Community	Population	Utility Accounts Served through Aggregation	Annual kWh Served through Aggregation	DPU Approval	Supply Contract	Launch
Salem	42,500	15,000	122,000,000	9/14/15	10/19/15	1/1/16
Swampscott	13,800	4,700	47,000,000	9/14/15	10/19/15	1/1/16
Chelmsford	33,800	11,566	152,000,000	9/29/15	11/4/15	2/1/16
Westborough	18,300	6,200	107,000,000	10/2/15	11/4/15	2/1/16
Natick	45,800	13,000	150,000,000	8/5/14	11/19/15	1/1/15
Greenfield	17,400	6,300	65,000,000	8/29/14	11/20/15	1/1/15
Cambridge	107,300	44,000	375,000,000			
Sutton	9,000	2,700	28,000,000			
Nantucket	10,200	11,600	100,000,000			

Salem, MA

Our team has brought the Salem aggregation plan successfully through design, regulatory approval, and supply procurement. The program launched on January 1, 2016, and serves 17,000 utility accounts and annual load of 122,000,000 kWh.

Reference: Kim Driscoll, Mayor, 978-745-9595, kdriscoll@salem.com

Swampscott, MA

Our team has brought the Swampscott aggregation plan successfully through design, regulatory approval, and supply procurement. The program launched on January 1, 2016, and serves 5,000 utility accounts and annual load of 47,000,000 kWh.

Reference: Peter Kane, Town Planner, 781-596-8829, pkane@town.sampscott.ma.us

Chelmsford, MA

Our team has brought the Chelmsford aggregation plan successfully through design, regulatory approval, and supply procurement. The program launched on February 1, 2016, and serves 11,500 utility accounts and annual load of 152,000,000 kWh.

Reference: Paul Cohen, Town Manager, 978-250- 5201, pcohen@townofchelmsford.us

Westborough, MA

Our team has brought the Westborough aggregation plan successfully through design, regulatory approval, and supply procurement. The program launched on February 1, 2016, and serves 6,200 utility accounts and annual load of 107,000,000 kWh.

Reference: Jim Malloy, Town Manager, 508-366-3030, jmalloy@town.westborough.ma.us

Additionally, as noted previously, our team has procured more than 700 electric and natural gas contracts for more than 150 municipal clients since 2001. Below is a list of additional references for Bay State Consultants' energy procurement work.

Natick, MA

Our team has brought the Natick aggregation plan successfully through design, regulatory approval, supply procurement, and launch. The program has been operating since January 2015, and is serving 13,000 utility accounts and an annual load of 150,000,000 kWh.

Reference: Jillian Wilson-Martin, Sustainability Coordinator, 508-647-6555, jwmartin@natickma.org

Greenfield: Our team has brought the Greenfield aggregation plan successfully through design, regulatory approval, supply procurement, and launch. The program has been operating since January 2015, and is serving over 6,300 utility accounts and an annual load of 65,000,000 kWh.

Reference: Carole Collins, Energy Coordinator, 413-772-1412, energy@greenfield-ma.gov

Community	Name	Title	Phone/Email	Project	Year
City of Beverly, MA	Stephanie Williams	City Solicitor	978-605-2335 swilliams@beverlyma.gov	Electric	2004
				Electric	2006
				Electric	2009
				Electric	2011
				Electric	2012
				Gas	2007
				Gas	2009
				Gas	2011
				Gas	2012
				Solar	2012
				Solar	2015
City of Brockton, MA	John Condon	Chief Financial Officer	508-580-7165 jcondon@ci.brockton.ma.us	Electric	2002
				Electric	2005
				Electric	2013
				Gas	2006
				Gas	2009
				Gas	2011
				Gas	2014
				5 Solar	2012-2015

Town of Brookline, MA	David Geanakakis	Chief Procurement Officer	617-730-2195 dgeanakakis@brooklinema.gov	Electric Electric Electric Electric Electric Gas Gas Gas Gas Gas	2003 2006 2009 2010 2012 2005 2006 2007 2010 2012
Town of Chelmsford, MA	Paul Cohen	Town Manager	978-250-5201 pcohen@townofchelmsford.us	Electric Electric Electric Gas 4 Solar Muni Agg	2008 2010 2013 2013 2012-2015 2015
City of Salem, MA	Kimberley Driscoll	Mayor	978-745-9595 X5600 kdriscoll@salem.com	Electric Electric Electric Electric Muni Agg	2004 2006 2009 2013 2014

Appendix C – Outreach Materials Examples

The materials that follow are all from Salem and include:

- The opt-out letter
- The opt-out postcard that accompanies the letter
- An FAQ tri-fold brochure that we design, print, and make available as a handout both at community information sessions and to municipal staff
- Cable access slides
- Web content for Salem.com

Opt-out letter

Visite www.salempowerchoice.com para una versión en Español de este documento.

ELECTRICITY PROGRAM NOTIFICATION LETTER

November 25, 2015

Dear Salem Electric Service Customer,

Welcome to the **Salem PowerChoice** – a new local option for electricity! Salem PowerChoice is a new City program that gives you cost-effective, transparent electricity supply alternatives to National Grid.

Participation is easy. All eligible residential and commercial electricity customers in Salem will be **AUTOMATICALLY** enrolled in the program. You will **AUTOMATICALLY** receive your electricity supply from ConEdison Solutions instead of National Grid starting on the first meter read after January 1, 2016.

Salem PowerChoice will give you ...

SAVINGS - Salem has negotiated an electricity supply price that is below National Grid Basic Service winter rates at program launch.

100% GREEN ENERGY - Your electricity will now be powered by 100% green energy, including 5% more energy from new renewable projects than required by Massachusetts law. *Salem PowerChoice is 5 years ahead of state renewable energy requirements.*

CHOICE - The program gives you three alternatives to National Grid's electricity supply: the standard 100% green offering as well as options to increase the amount of *new* wind energy or reduce the total amount of renewable energy.

PREDICTABILITY - Salem has negotiated a 12-month contract with ConEdison Solutions. Your electricity supply price will not change in that time. (National Grid prices change twice a year or more, depending on rate class.) All program terms are public, and there are no hidden costs.

No Interruption in Power, Billing, or Customer Service

Participating in Salem PowerChoice will change only your electricity supplier. Beginning with your February National Grid bill, you will see ConEdison Solutions printed as a line item for supply services. Otherwise:

- Your bill will continue to come from National Grid.
- You will continue to send bill payments to National Grid.
- You will continue to call National Grid if your power goes out.

If you are on a budget plan or are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits.

SALEM PowerChoice
More powerful, together.

YOUR NEW SUPPLY PRICE

- **10.39 ¢/kWh**

  For all customers: residential, small businesses, and medium and large businesses

  Compare to National Grid rates on the back ▸

QUESTIONS?

- **Visit www.salem.com/PowerChoice**
- **Call: 1-844-483-5004**
- **Email: salem@masspowerchoice.com**

DON'T WANT TO PARTICIPATE?

- **There is no penalty or fee to opt out of the program, and you may do so at any time.**

  Opt out before the program begins: **Before December 28, 2015**, sign and return the enclosed postcard or opt out online at **www.salem.com/powerchoice**.

  Opt out in the future: Call ConEdison Solutions at 1-866-469-8361 or opt out online at **www.salem.com/powerchoice**.

  If you opt out, you will remain a National Grid Basic Service customer.

Important information on the back ▸

Comparative Electricity Supply Rates and Terms

Salem PowerChoice is the standard offering that all program participants will automatically receive. To receive it, you do not need to do anything. As a National Grid Basic Service customer, you will be automatically enrolled. To choose the Salem PowerChoice Plus or Salem PowerChoice Basic options, contact ConEdison Solutions at 1-866-469-8361.

	Standard: Salem PowerChoice	Optional: Salem PowerChoice Plus	Optional: Salem PowerChoice Basic	National Grid Basic Service
Renewable Energy Content	100% green energy. Exceeds Massachusetts requirements for energy from new renewable energy projects* by 5%.	100% green energy. Exceeds Massachusetts requirements for energy from new renewable energy projects by 20%.	Meets Massachusetts renewable energy requirements.	Meets Massachusetts renewable energy requirements.
Rate Term	January 2016 meter read – January 2017 meter read	January 2016 meter read – January 2017 meter read	January 2016 meter read – January 2017 meter read	November 1, 2015 – April 30, 2016 **
Residential	10.39 ¢/kWh	11.18 ¢/kWh	10.08 ¢/kWh	13.036 ¢/kWh
Small business	10.39 ¢/kWh	11.18 ¢/kWh	10.08 ¢/kWh	12.619 ¢/kWh
Medium and large business	10.39 ¢/kWh	11.18 ¢/kWh	10.08 ¢/kWh	14.6 ¢/kWh (January 1, 2016 – January 31, 2016) **
Exit Terms	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge. (Except for some medium and large business accounts.)

* New renewable energy projects are those projects that came into commercial operation after January 1, 1998. The additional new renewable projects incorporated into Salem PowerChoice and Salem PowerChoice Plus are from New England wind projects.

** National Grid's fixed Basic Service rates change every six (6) months for residential and small business accounts and every month for medium and large business accounts.

Important Information

HOW THIS IS POSSIBLE - Massachusetts law allows communities to select an electricity supplier and bring the benefits of that choice to all eligible residents and businesses. This program is a municipal electricity aggregation program.

A NOTE ABOUT SAVINGS - While Salem PowerChoice will offer savings at launch, it will offer a fixed, 12-month price. National Grid residential and commercial prices change every six months, and industrial prices change monthly. As a result, the program price will not always be below the National Grid Basic Service Price. The Salem PowerChoice program goal is to deliver savings when compared with Basic Service *when costs are averaged across all 12 months.*

IF YOU HAVE AN EXISTING SUPPLY CONTRACT - If you have already established a contract with a different electricity supplier but you received this letter, you should opt out of the program.

For more information, visit **www.salem.com/PowerChoice**, call **1-844-483-5004**, or email **salem@masspowerchoice.com**.

OPT-OUT REPLY CARD

SALEM PowerChoice

More powerful, together.

X _____

Signature Date

OPT-OUT INSTRUCTIONS

You do not need to take any action to participate in Salem PowerChoice.

If you **do not** wish to participate:

1. Sign and date this card
2. Drop it in the mail

This card must be signed by the Customer of Record whose name appears in the address on this card. You must return the card by December 28, 2015, to opt out of the program before program launch on January 1, 2016.

CALL NATIONAL GRID IF YOUR POWER IS OUT

For power outages, service issues, and billing questions:

- Continue calling National Grid customer service at **1-800-465-1212**
- Or visit **www.nationalgrid.com**

CHANGE YOUR PROGRAM OPTION, OPT OUT, OR JOIN LATER

To opt out after the program begins, switch to PowerChoice Plus or PowerChoice Basic, or join the program after it begins, call ConEdison Solutions directly at **1-866-469-8361**.

GET MORE INFORMATION

- Visit **www.salem.com/PowerChoice**
- Call **1-844-483-5004**
- Email **salem@masspowerchoice.com**

SEND YOUR ELECTRIC BILL PAYMENT TO NATIONAL GRID

- National Grid will continue to handle your electric bill and all bill-related questions.
- For more information about paying your bill, visit **www.nationalgrid.com** and click "Pay my bill."
- Or call National Grid at **1-800-465-1212.**

12. When will I start receiving electricity from ConEdison Solutions?

You will start receiving electricity from ConEdison Solutions on the first meter read date after the program begins. The program is scheduled to begin on January 1, 2016. Your National Grid electric bill contains your meter read date.

13. How will the Salem PowerChoice program affect my electric bill?

You will continue to receive a single bill from National Grid. You will continue to send bill payments to National Grid.

After the program starts, the Supplier Services part of your bill will indicate that your electricity is now being supplied by ConEdison Solutions. The other components of your bill will not change.

14. Who do I call if my power goes out?

Call National Grid if your power goes out, as always. National Grid will continue to read meters, maintain distribution and transmission lines, and provide customer service. National Grid's customer service number is 1-800-465-1212.

15. I am currently under National Grid budget billing / eligible for the low-income delivery rate. Will this change?

You will continue to receive those benefits as a participant in Salem PowerChoice.

16. How long does the Salem PowerChoice Program last?

The initial electricity supply contract is a 12-month contract that begins with January 2016 meter reads. After it ends, Salem will evaluate the program. If it is successful and the City decides to continue, they will solicit competitive bids for a new electricity supply contract. If the City decides not to continue the program, all customers will be automatically switched back to National Grid's Basic Service.

17. If I join the program, am I still eligible for net metering from my rooftop solar panels?

Yes. Net metering will work in the same way as before you joined the program. Your net metering credits will continue to appear on your National Grid bill and be calculated based on National Grid's Basic Service price.

SALEM PowerChoice
More powerful, together

Frequently Asked Questions

GET MORE INFORMATION

- VISIT WWW.SALEM.COM/POWERCHOICE
- CALL 1-844-483-5004
- EMAIL SALEM@MASSPOWERCHOICE.COM

FREQUENTLY ASKED QUESTIONS

1. What is the Salem PowerChoice Program?

The program is a municipal aggregation. Municipal aggregation is a form of group purchasing in which a city or town arranges electricity supply on behalf of its citizens. Aggregation is allowed by Massachusetts law and is growing in popularity.

The term *aggregation* is used because all of Salem's electrical load is combined, or aggregated, and given to the same electricity supplier. This allows Salem to get the best price possible from that electricity supplier.

Salem has chosen ConEdison Solutions as the new electricity supplier for the community. The City used a competitive bidding process to select ConEdison Solutions and make sure that you get the best possible price for your electricity supply.

2. What is electricity supply?

Electricity service has two parts: supply and delivery. Electricity supply refers to the electricity itself. Delivery is the process of bringing that electricity to you over the wires. In the past, National Grid has chosen your electricity supplier and delivered the electricity to you. With this program, National Grid will continue to deliver your electricity, but ConEdison Solutions will supply it.

3. How do I benefit from the Salem PowerChoice Program?

You benefit in four ways:

Savings: Salem has negotiated an electricity supply price that is below National Grid Basic Service winter rates at the time of program launch. But because National Grid's prices change twice a year or more depending on rate class, there will be months when the program price is higher than the National Grid price. The program goal is to beat the National Grid price, *on average*, over the course of the 12-month contract.

Renewable energy, cost effectively: Your electricity will now be powered by 100% green energy. It will also include 5% more energy from new renewable projects than required by Massachusetts law. *Salem PowerChoice is five years ahead of Massachusetts renewable energy requirements.*

Choice: The program gives you three alternatives to National Grid's electricity supply:

- PowerChoice Standard: All program participants will be automatically enrolled in PowerChoice Standard, which will provde 100% green energy and will include 5% more energy from new renewable projects than required by Massachusetts law.
- PowerChoice Plus: To make your electricity supply even greener, you may choose this option for a small premium. PowerChoice Plus increases the amount of new wind energy to 20%
- PowerChoice Basic: This option allows you to reduce the total amount of renewable energy down to the amount required by Massachusetts law.

Predictability: Salem has negotiated a 12-month contract with ConEdison Solutions on your behalf. Your electricity supply price will not change in that time. All program terms are public, and there are no hidden costs.

4. What will my electricity supply price be as part of Salem PowerChoice?

All program participants will be automatically enrolled in Salem PowerChoice Standard. The supply price for PowerChoice Standard will be 10.39 ¢/kWh for all customers: residential, small businesses, and medium and large businesses. To see prices for the PowerChoice Plus and PowerChoice Basic options, visit www.salem.com/PowerChoice.

5. How do I participate in the program?

If National Grid is your supplier, to participate in the Salem PowerChoice program, you don't need to do anything.

All eligible National Grid Basic Service electricity customers will be automatically enrolled in the program.

6. How do I choose Salem PowerChoice Plus or Basic?

To choose the either option, contact ConEdison Solutions directly at 1-866-469-8361.

7. What if I don't want to participate in the Salem PowerChoice Program?

You may choose not to participate. This is called *opting out*. There is no penalty for opting out. If you choose to opt out, you will continue to receive National Grid's Basic Service.

If you want to opt out of the program before it begins, you must do so by December 28, 2015. To opt out, sign and return the postcard that you receive in the mail or opt out online at www.salem.com/powerchoice.

To opt out after the program begins, contact ConEdison Solutions at 1-866-4698361and tell them you want to opt out of the Salem PowerChoice program or opt out online at www.salem.com/powerchoice.

8. What happens if I do not opt out by December 28, 2015?

If you do not opt out by December 28, 2015, you will be switched to ConEdison Solutions as your electricity supplier when the program begins.

9. What information do I need to opt out online or after the program begins?

To opt out online or after the program begins, you need the account number and service address from your electric bill.

10. Who is eligible to participate in the Salem PowerChoice program?

All National Grid Basic Service electricity customers within the geographic boundaries of Salem are eligible to join the program. Customers who receive Basic Service from National Grid will be opted in automatically. All other customers must contact ConEdison Solutions at 1-866-469-8631 and ask to join the program.

11. What if I am with another electricity supplier, but I want to participate in Salem PowerChoice?

We recommend that you carefully check the terms and conditions of your supply agreement. Your ability to terminate your agreement with your supplier may be restricted.

If you have a contract with a different electricity supplier at the time the program begins and you would like to join the program, contact ConEdison Solutions and ask to join.

(continued on back)

Community Cable Access Informational Slides

In addition to appearing on cable access programs, we also provide information slides for the local information channel. The examples below are from a three-slide set that we provided to Salem.

SALEM PowerChoice
More powerful, together.

A new City electricity program designed to deliver **100% green energy, savings, choice,** and **price stability.**

- All residential and commercial customers on National Grid Basic Service will be **automatically** enrolled beginning January 1
- Opt out by **December 28** if you do not wish to participate

Learn more: www.salem.com/powerchoice · 1-844-483-5004

SALEM PowerChoice
More powerful, together.

Salem PowerChoice will deliver electricity powered by 100% green energy

- The program is ***5 years ahead*** *of state renewable energy requirements*
- The program gives you additional options: You can choose to increase or reduce your renewable energy content

SALEM PowerChoice

More powerful, together.

Salem PowerChoice participants will experience **no interruption** in power, billing, or customer service

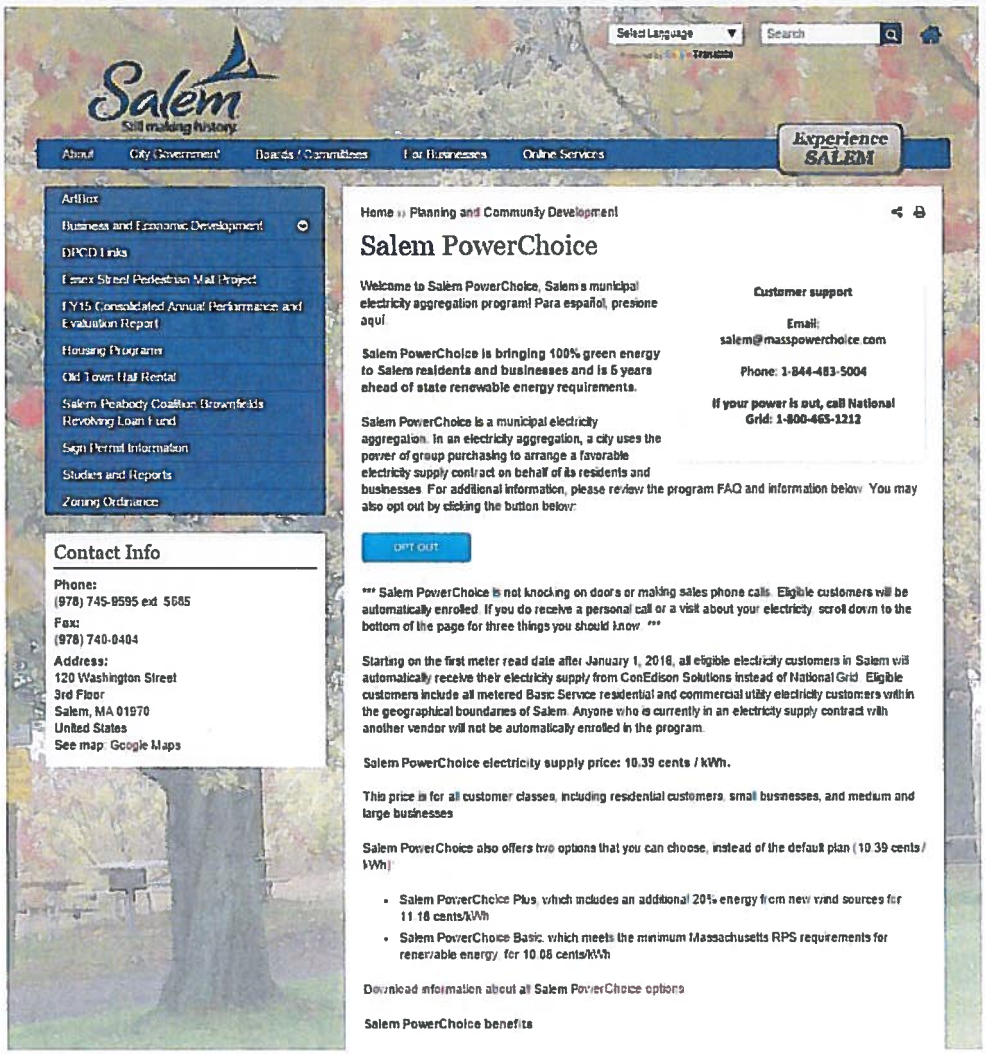
- Your bill will continue to come from National Grid
- You will continue to send bill payment to National Grid
- You will continue to call National Grid if your power goes out

Learn more: www.salem.com/powerchoice · 1-844-483-5004

Web content

We provide each community with web content and provide support for integrating that content into their community web site. This municipal web site integration has proven to be a critical tool for validating the programs as legitimate municipal efforts in the face of the sometimes aggressive marketing tactics used by other electricity suppliers around the time of program launch.

The examples below are from the Salem PowerChoice web site, which is available at www.salem.com/powerchoice. We provided the home page text and the code for the opt-out button, and we built, host, and manage the data collected by the opt-out form. Salem requested that supporting content, such as the FAQ and the table that displays pricing options, be made available as downloadable PDFs. We developed those PDFs, and provide them here as well.



SALEM PowerChoice

More powerful, together.

Salem PowerChoice Frequently Asked Questions

1. What is the Salem PowerChoice Program?

The program is a municipal aggregation. Municipal aggregation is a form of group purchasing in which a city or town arranges electricity supply on behalf of its citizens. Aggregation is allowed by Massachusetts law and is growing in popularity.

The term *aggregation* is used because all of Salem's electrical load is combined, or aggregated, and given to the same electricity supplier. This allows Salem to get the best price possible from that electricity supplier.

Salem has chosen ConEdison Solutions as the new electricity supplier for the community. The City used a competitive bidding process to select ConEdison Solutions and make sure that you get the best possible price for your electricity supply.

2. What is electricity supply?

Electricity service has two parts: supply and delivery. Electricity supply refers to the electricity itself. Delivery is the process of bringing that electricity to you over the wires. In the past, National Grid has chosen your electricity supplier and delivered the electricity to you. With this program, National Grid will continue to deliver your electricity, but ConEdison Solutions will supply it.

3. How do I benefit from the Salem PowerChoice Program?

You benefit in four ways:

Savings: Salem has negotiated an electricity supply price that is below National Grid Basic Service winter rates at the time of program launch. But because National Grid's prices change twice a year or more depending on rate class, there will be months when the program price is higher than the National Grid price. The program goal is to beat the National Grid price, *on average*, over the course of the 12-month contract.

Renewable energy, cost effectively: Your electricity will now be powered by 100% green energy. It will also include 5% more energy from new renewable projects than required by Massachusetts law. *Salem PowerChoice is five years ahead of Massachusetts renewable energy requirements.*

Choice: The program gives you three alternatives to National Grid's electricity supply:

PowerChoice Standard: All program participants will be automatically enrolled in PowerChoice Standard, which will provide 100% green energy and will include 5% more energy from new renewable projects than required by Massachusetts law.

PowerChoice Plus: To make your electricity supply even greener, you may choose this option for a small premium. PowerChoice Plus increases the amount of new wind energy to 20%

PowerChoice Basic: This option allows you to reduce the total amount of renewable energy down to the amount required by Massachusetts law.

Predictability: Salem has negotiated a 12-month contract with ConEdison Solutions on your behalf. Your electricity supply price will not change in that time. All program terms are public, and there are no hidden costs.

4. What will my electricity supply price be as part of Salem PowerChoice?

All program participants will be automatically enrolled in Salem PowerChoice Standard. The supply price for PowerChoice Standard will be **10.39 ¢/kWh** for all customers: residential, small businesses, and medium and large businesses.

5. How do I participate in the program?

If National Grid is your supplier, to participate in the Salem PowerChoice program, you don't need to do anything.

All eligible National Grid Basic Service electricity customers will be automatically enrolled in the program.

If you already have an electricity supply contract with another supplier, you will not be automatically enrolled in the program.

6. How do I choose Salem PowerChoice Plus or Basic?

To choose the either option, contact ConEdison Solutions directly at 1-866-469-8361.

7. What if I don't want to participate in the Salem PowerChoice Program?

You may choose not to participate. This is called *opting out*. There is no penalty for opting out. If you choose to opt out, you will continue to receive National Grid's Basic Service.

If you want to opt out of the program before it begins, you must do so by December 28, 2015. To opt out, sign and return the postcard that you receive in the mail or visit www.salem.com/powerchoice.

To opt out after the program begins, contact ConEdison Solutions at 1-866-4698361and tell them you want to opt out of the Salem PowerChoice program or visit www.salem.com/powerchoice.

8. What happens if I do not opt out by December 28, 2015?

If you do not opt out by December 28, 2015, you will be switched to ConEdison Solutions as your electricity supplier when the program begins.

9. What information do I need to opt out online or after the program begins?

To opt out online or after the program begins, you need the account number and service address from your electric bill.

10. Who is eligible to participate in the Salem PowerChoice program?

All National Grid Basic Service electricity customers within the geographic boundaries of Salem are eligible to join the program. Customers who receive Basic Service from National Grid will be opted in automatically. All other customers must contact ConEdison Solutions at 1-866-469-8631 and ask to join the program.

11. What if I am with another electricity supplier, but I want to participate in Salem PowerChoice?

If you have a contract with another electricity supplier, you will not be automatically enrolled in the program. You may, however, choose to join the program.

Before joining, we recommend that you carefully check the terms and conditions of your supply agreement. Your ability to terminate your agreement with your supplier may be restricted.

To join the program, contact ConEdison Solutions at 1-866-469-8631 and ask to join Salem PowerChoice.

12. When will I start receiving electricity from ConEdison Solutions?

You will start receiving electricity from ConEdison Solutions on the first meter read date after the program begins. The program is scheduled to begin on January 1, 2016. Your National Grid electric bill contains your meter read date.

13. How will the Salem PowerChoice program affect my electric bill?

You will continue to receive a single bill from National Grid. You will continue to send bill payments to National Grid.

After the program starts, the Supplier Services part of your bill will indicate that your electricity is now being supplied by ConEdison Solutions. The other components of your bill will not change.

14. Who do I call if my power goes out?

Call National Grid if your power goes out, as always. National Grid will continue to read meters, maintain distribution and transmission lines, and provide customer service. National Grid's customer service number is 1-800-465-1212.

15. I am currently under National Grid budget billing / eligible for the low-income delivery rate. Will this change?

You will continue to receive those benefits as a participant in Salem PowerChoice.

16. How long does the Salem PowerChoice Program last?

The initial electricity supply contract is a 12-month contract that begins with January 2016 meter reads. After it ends, Salem will evaluate the program. If it is successful and the City decides to continue, they will solicit competitive bids for a new electricity supply contract. If the City decides not to continue the program, all customers will be automatically switched back to National Grid's Basic Service.

17. If I join the program, am I still eligible for net metering from my rooftop solar panels?

Yes. Net metering will work in the same way as before you joined the program. Your net metering credits will continue to appear on your National Grid bill and be calculated based on National Grid's Basic Service price.

SALEM PowerChoice

More powerful, together.

Salem PowerChoice Options and Prices

Salem PowerChoice is the standard offering that all program participants will automatically receive. To receive Salem PowerChoice, you do not need to do anything. As a National Grid Basic Service customer, you will be automatically enrolled.

To choose the Salem PowerChoice Plus or Salem PowerChoice Basic options, contact ConEdison Solutions at 1-866-469-8361.

	Standard: **Salem PowerChoice**	**Optional:** **Salem PowerChoice Plus**	**Optional:** **Salem PowerChoice Basic**	**National Grid** **Basic Service**
Renewable Energy Content	100% green energy: - 5% from *new* New England wind projects - 74% from hydroelectric projects in Maine - 21% from a mix of clean energy sources, such as solar, wind, and landfill gas, in compliance with the Massachusetts Renewable Portfolio Standard (RPS) and Alternative Energy Portfolio Standard (AEPS) *Exceeds Massachusetts requirements for energy from new renewable energy projects* by 5%.*	**100% green energy:** - **20% from *new* New England wind projects** - 59% from hydroelectric projects in Maine - 21% from a mix of clean energy sources, such as solar, wind, and landfill gas, in compliance with the Massachusetts Renewable Portfolio Standard (RPS) and Alternative Energy Portfolio Standard (AEPS) *Exceeds Massachusetts requirements for energy from new renewable energy projects* by 20%.*	Meets Massachusetts renewable energy requirements. - 21% from a mix of clean energy sources, such as solar, wind, and landfill gas, in compliance with the Massachusetts Renewable Portfolio Standard (RPS) and Alternative Energy Portfolio Standard (AEPS)	Meets Massachusetts renewable energy requirements. - 21% from a mix of clean energy sources, such as solar, wind, and landfill gas, in compliance with the Massachusetts Renewable Portfolio Standard (RPS) and Alternative Energy Portfolio Standard (AEPS)
Rate & Term	January 2016 meter read – January 2017 meter read	January 2016 meter read – January 2017 meter read	January 2016 meter read – January 2017 meter read	November 1, 2015 – April 30, 2016 **
Residential	**10.39 ¢/kWh**	11.18 ¢/kWh	10.08 ¢/kWh	13.038 ¢/kWh
Small business	**10.39 ¢/kWh**	11.18 ¢/kWh	10.08 ¢/kWh	12.619 ¢/kWh
Medium and large business	**10.39 ¢/kWh**	11.18 ¢/kWh	10.08 ¢/kWh	14.6 ¢/kWh (January 1, 2016 - January 31, 2016) **
Exit Terms	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge. (Except for some medium and large business accounts.)

* New renewable energy projects are those projects that came into commercial operation after January 1, 1998. The additional new renewable projects incorporated into Salem PowerChoice and Salem PowerChoice Plus are from New England wind projects.

** National Grid's fixed Basic Service rates change every six (6) months for residential and small business accounts and every month for medium and large business accounts.

Appendix D - Aggregation Plan Example

Town of Westborough

Municipal Aggregation Plan

August 7, 2015

The Town of Westborough (the "Town") has developed the Westborough Community Choice program to bring the benefits of low cost power, renewable energy, and electricity choice to its residents and businesses. The program is part of the Town's efforts to promote environmental sustainability and economic growth.

I. Key Features

The key features of the Town's municipal aggregation program will include:

Price protection: The Town will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers in the region. This competition will result in the best possible price.

Consumer protection: The Town's program will include the strongest consumer protections, including the ability for any customer to leave the standard product at any time with no fee. There will be no hidden charges of any kind.

Local power sources: The Town will seek to purchase Renewable Energy Certificates (RECs) from renewable energy generators in the Town, including the solar energy projects in Town, and include these RECs in the power supply.

Product options: The Town will offer at least one optional product as an alternative to the standard product, giving customers a choice of environmental characteristics, terms of service, and price.

II. Statutory Requirements

The Municipal Aggregation Statute, G.L. c. 164, sec. 134, sets out the legal requirements for a municipal aggregation plan. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The Town's plan satisfies all of these requirements, as discussed below.

1. Local Approval

The Municipal Aggregation Statute provides that a town may initiate the process to aggregate electrical load upon authorization by a majority vote of town meeting. The Town obtained such authorization by vote at its Annual Town Meeting held on March 14, 2015. A copy of the Town Meeting vote is attached as Exhibit A.

2. Consultation with the Department of Energy Resources (DOER)

The aggregation statute also requires the Town to consult with the DOER in developing its aggregation plan. The Town submitted a draft of its Aggregation Plan to DOER and Town officials met with DOER to discuss that draft on June 5, 2015. DOER provided many helpful comments on the draft which were incorporated into the final version of the plan.

3. Citizen Review

The Town has made the Aggregation Plan available for review by its citizens at a public meeting of the Board of Selectmen on June 9, 2015. The draft Aggregation Plan was posted on the Town website with a comment period for the Town's electricity consumers to submit feedback.

III. Elements of the Plan

The Municipal Aggregation Statute requires that the Aggregation Plan contain the following elements:

- Organizational structure
- Program Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of program participants
- The procedure for termination of the program

Each of those elements is discussed in turn below.

1. Organizational Structure

The organizational structure of the aggregation program will be as follows:

Board of Selectmen and Town Manager: The aggregation will be approved by the Board of Selectmen, the elected representatives of the citizens of the Town, and overseen by the Town Manager.

Consultants: The Town's aggregation consulting team (hereinafter jointly referred to as "Consultant") will manage the aggregation under the Town Manager's direction. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the local distribution company, and monitoring the supply contract. Through a competitive procurement process, the Town has selected the team of Bay State Consultants and Peregrine Energy Group to provide these services for an initial term.

Competitive Supplier: The competitive supplier will provide power for the aggregation, provide customer support including staffing an 800 number for customer questions, and fulfill other responsibilities as detailed in the Competitive Electric Service Agreement.

2. Operations

Following approval of the Plan by the Department of Public Utilities (DPU), the key operational steps will be:

a. Issue supply Request for Proposals ("RFP") and select winning competitive supplier
b. Implement public information program, including 30-day opt-out notice
c. Enroll customers and provide service, including quarterly notifications

a. Issue supply RFP and select winning competitive supplier

i. Power supply

After the DPU approves the Aggregation Plan, the next step is to procure an energy supply contract. The Town will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the DPU
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregations in other states
- Demonstrated ability, supported by references, to provide strong customer service

In addition, suppliers will be required to agree to the substantive terms and conditions of a Competitive Electric Service Agreement, substantially in the form of the Town's model Competitive Electric Service Agreement. The agreement requires the supplier to:

- Provide all-requirements service
- Allow customers to exit the standard product at any time with no fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

The Town will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions prescribed in the Competitive Electric Service Agreement. The Town will request bids for a variety of terms and for power from different sources. If none of the bids are satisfactory, the Town will reject all bids and repeat the solicitation as often as needed until market conditions yield a price that is acceptable to the Town.

ii. RECs

In addition to soliciting bids for power supply that meets the required MA RPS obligation, the Town will solicit bids to supply additional Renewable Energy Certificates (RECs) for the optional product. The Town will seek RECs from a variety of renewable sources, and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

b. Implement public information program, including 30-day opt-out notice

Once a winning supplier is selected, the Town will implement a public education program.

The delivery of a public education plan and associated materials are pivotal to ensuring clarity, participation, and enthusiasm for the aggregation. The Town will use a variety of communication vehicles to communicate the plan's objectives, the primary terms and conditions of the contract, and the right to opt out at any time.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every eligible customer on basic service.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media, the Web, and social media to ensure as many people as possible learn about the aggregation. Planned elements include:

- An announcement introducing the program and the competitive supplier, which will be sent to media contacts at local newspapers and other outlets identified as valuable by the Town.
- A dedicated informational Web site that explains the Aggregation Plan, community benefits, the opt-out process, and other helpful information. This site will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the program for its duration.
- A toll-free customer information and support hotline.
- Interviews with local media outlets such as the local cable access channel.
- Announcements on the Town's social media accounts.
- Informational documents that mirror the aggregation web site content and can be used as handouts during the community presentation. These materials will also be made available through the web site as downloadable files and in the Town Hall and other public buildings.
- A community-wide presentation, open to all community members
- A detailed timeline for these efforts will be developed by the Town as the launch gets closer.

ii. 30-day opt-out notice

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every eligible customer on basic service. The notice will be an official Town communication, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to-opt out; and (4) prominently state all program charges and compare the price and primary terms of the Town's competitive supply to the price and terms of National Grid's basic service. The opt-out notice is attached to this Plan as Exhibit B.

The direct mailing will include an opt-out reply card. Customers will have 30 days from the date of the mailing to return the reply card if they wish to opt out of the program by this method. The notice will be designed by the Town and printed and mailed by the competitive supplier, who will process the opt-out replies. The opt-out reply card is attached to this Plan as Exhibit C.

c. Enroll customers and provide service, including quarterly notifications

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the program all basic service customers that did not opt out. All enrollments and other transactions between the competitive supplier and National Grid will be conducted in compliance with the relevant provisions of DPU regulations, National Grid's Terms and Conditions for Municipal Aggregators (as amended or superseded from time to time), and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the electricity supplier will provide all-requirements power supply service. The supplier will also provide ongoing customer service, maintain the program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial power supply agreement, the Town intends to procure a new supply agreement

As part of its ongoing service, the Town will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Town requests a waiver from the requirement that the disclosure label be mailed to every customer and seeks permission instead to provide the information through alternative means, including press releases, announcements on cable television, postings at Town Hall, and postings on the program website. As the DPU has found with other aggregations, this alternate information disclosure strategy will allow the Town to provide the required information to its customers as effectively as quarterly mailings.

c. Annual report to DOER

On an annual basis, the Town will report to DOER on the status of the program, including number of customers enrolled and opting-out, kilowatt-hour sales, customer savings, participation in green products, and such other information as DOER may request.

3. Funding

All of the costs of the program will be funded through the supply contract.

The primary cost will be the competitive supplier's charges for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the program will be funded through a per kilowatt-hour adder that will be included in the supply price and paid by the competitive supplier to the Consultant, as specified in the Competitive Electric Service Agreement. This fee will cover the services of the Consultant, including developing the Aggregation Plan, managing the DPU approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the local distribution company, monitoring the supply contract, and providing ongoing reports. This charge has been set initially at $0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the program's generation charges will be set through a competitive bidding process and will include the administrative adder. Prices, terms, and conditions may differ among customer classes. The Town will seek bids for a variety of terms and may also seek bids for a variety of pricing periods within each contract term. For each customer class, prices will be fixed for periods at least as long as the basic service price period for the class.[1]

The program affects only customers' electricity supply charges. Delivery charges will be unchanged and will continue to be charged by National Grid in accordance with tariffs approved by the DPU.

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[1] Basic service pricing periods vary by customer class. For residential and small commercial and industrial customers, the prices change every six months. For medium and large commercial and industrial customers, prices change monthly.

Participants will receive one bill from National Grid that includes both the electricity supply charge and National Grid's delivery charges.

5. Method of Entering and Terminating Agreements with Other Entities

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Aggregation Plan will comply with the Town's charter, federal and state law and regulations, and the provisions of the relevant agreement.

When the Town has decided that it is timely to solicit bids for a new electric service agreement, the procurement steps will be as follows:

1. The Town's consultants will prepare and issue an RFP on behalf of the Town for both energy and RECs
2. The Town will receive and evaluate contractual responses (without prices)
3. The Town's consultants will issue a final call for prices
4. A few days prior to the pricing date the Town will receive from its consultants a memo providing the most recent information on energy market trends
5. On pricing day, the Town will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Board of Selectmen will be responsible for executing the supply contract.

If the prices bid on any given bid date are not satisfactory, the Town will wait to see if market conditions improve and then repeat the process.

If the Town determines that it requires the services of an aggregation consultant for the period after the expiration of the Town's current contract with Bay State Consultants, the Town will conduct a competitive procurement pursuant MGL c 30B, § (1)(b)(32).

6. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the standard product at any time without charge. They may exercise that right by any of the following: 1) calling the Competitive Supplier's toll-free number; 2) contacting National Grid and asking to be returned to basic service; or 3) enrolling with another competitive supplier.

All participants will have the consumer protection provisions of Massachusetts law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, Consultant, the competitive supplier, National Grid, and the DPU. As appropriate, the Town and Consultant will direct customer complaints to the competitive supplier, National Grid, or the DPU.

Participants will be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

7. Extension or Termination of Program

Prior to the end of the term of the initial Competitive Electric Service Agreement, The Town will solicit bids for a new supply agreement and plans to continue the program with the same or a new competitive supplier.

Although the Town is not contemplating a termination date, the program could be terminated upon the termination or expiration of the Competitive Electric Service Agreement without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen to dissolve the program effective on the end date of any outstanding supply agreement. In the event of termination, customers would be returned to National Grid's basic service via Electronic Data Interchange (EDI) by the competitive supplier in accordance with the rules set forth in the Electronic Business Transactions (EBT) Working Group Report unless the customers choose an alternative competitive supplier.

The Town will notify National Grid of the planned termination or extension of the program. In particular, the Town will provide National Grid notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the program's ESA; and (3) four business-days after the successful negotiation of a new electricity service agreement.

IV. Substantive Requirements

The Municipal Aggregation Statute also requires that the aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

The Town's program will satisfy all three requirements, as discussed below.

1. Universal Access

The Aggregation Plan provides for universal access by guaranteeing that all customer classes will be included in the program under equitable terms.

Most importantly, all customers will have access to the program. All existing basic service customers will be automatically enrolled in the program unless they choose to opt out.

As new customers move into the Town, they will have an opportunity to join the program. New customers will initially be placed on basic service. They will then receive an opt-out notice and will be enrolled in the aggregation unless they choose to opt out with the 30-days of the opt-out notice. New customers will be enrolled at the same price as the existing customers, with the exception of new Very Large C&I Customers ("VLC&I Customers"). New VLC&I Customers are defined as any customer that is on the utility's largest rate class and has historical or projected consumption in excess of 1,000,000 kWh per year. These customers, if any, will be enrolled at a price that reflects market prices at the time of enrollment.

All customers will have the right to opt out of the program at any time. Customers that opt out will have the right to return to the program at a price that reflects market prices at the time of their return.

2. Reliability

Reliability has both physical and financial components. The program will address both through the ESA with the competitive supplier. From a physical perspective, the ESA commits the competitive supplier to provide all-requirements power supply and to use proper standards of management and operations (ESA, Article 2.) The local distribution company will remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of

power in the event of an outage. From a financial perspective, the ESA requires the supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA also requires the competitive supplier to maintain insurance (ESA, Article 16). Accordingly, the program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The Aggregation Statute requires "equitable" treatment of all customer classes. The DPU has determined that this does not mean that all customers must be treated "equally," but rather that similarly-situated classes be treated "equitably." In particular, the DPU has allowed variations in pricing and terms and conditions between customer classes to account for the disparate characteristics of those classes.

The program makes four distinctions between groupings of customers. First, the program will distinguish among customer classes (residential, commercial, industrial) by soliciting separate pricing for each of those classes. The program will use the same customer classes that National Grid uses for its basic service pricing.

Second, the program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product, such as a green product. Customers selecting the optional product will be charged the price and terms of service associated with that product.

Third, as described above under "Universal Access," among New Customers, the program will distinguish between a) New VLC&I Customers, and b) all other New Customers. The program will offer New Customers other than New VLC&I Customers the standard contract pricing. However, the program will offer new VLC&I Customers pricing based on market prices at the time the customer seeks to join the aggregation.

Finally, consistent with DPU rulings, among customers that are served by a competitive supplier at the time of program launch and later seek to join the aggregation, the program will distinguish between a) residential and small C&I customers, and b) medium, large, and very large C&I customers. Residential and small C&I customers will be offered standard contract pricing. Medium, large, and very large C&I customers will be offered market based rates which will reflect market conditions at the time the customer seeks to join the aggregation.

V. PLANNED SCHEDULE

Milestone	Day Estimate
RFQ for competitive supplier issued	Day 1
RFP for final supply prices issued	Day 35
Electricity Supply Agreement executed	Day 49
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site.	Day 50
Opt-out notice mailed to customers	Day 56
Opt-out deadline	Day 86
Service begins as of each customer's next meter read date	Day 90

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives regulatory approval.[2]

VI. CONCLUSION

The Westborough Community Choice program meets all of the requirements of the municipal aggregation statute, including providing universal access and a reliable power supply and treating all customer classes equitably. The Town looks forward to the approval of this plan by the DPU so that the Town can launch the program and bring the benefits of renewable energy and electricity choice to its residents and businesses.

[2] The planned schedule is designed to give the competitive supplier sufficient time to satisfy EDI testing requirements. However, the schedule will be adjusted if additional time is needed to meet those requirements.

EXHIBIT A

Town Meeting Resolution Authorizing Aggregation

TOWN OF WESTBOROUGH
MASSACHUSETTS
01581

THIS IS TO CERTIFY that at the Annual Town Meeting in the Town of Westborough, duly called as required by law, and held on March 14, 2015 in the High School Auditorium, 90 West Main Street (no quorum necessary) it was

VOTED: Under

ARTICLE 22: Municipal Electric Load Aggregation (Board of Selectmen/Assistant Town Manager)
A motion was made to see if the Town will vote to initiate the process to aggregate electrical load pursuant to MGL Chapter 164, § 134 and, further, to adopt the following resolution:

WHEREAS, the Commonwealth of Massachusetts has engaged in a process to establish a competitive market place through the restructuring of the electricity market; and

WHEREAS, citizens of Westborough have a substantial economic and social interest in terms of greater customer choice and opportunities for savings in this restructured market; and

WHEREAS, the Town of Westborough hereby finds that it may be in the interest of its citizens who are electric ratepayers, both residential and commercial/industrial, to develop and secure such approvals and enter into appropriate agreements with consultants, experts and attorneys in connection with the establishment and operation of an electricity aggregation plan.

BE IT THEREFORE RESOLVED that the Town of Westborough hereby:

Publicly declares its intent to become an aggregator of electric power on behalf of its residential and business electric customers and to reestablish such plan if its operation is suspended; and

To negotiate and enter into such contracts for power supply pursuant to the plan or services for such plan, with the understanding that if a power supply contract is executed, individual consumers would retain the option not to participate in the aggregation plan and, instead, to choose any electricity alternatives they desire and, further, or take any other action thereon.

Vote:
Yes-104
No-4
Motion Carried.

Attest:

Wendy L. Mickel, Town Clerk
Dated: May 4, 2015

EXHIBIT B

Opt-Out Notice

ELECTRICITY PROGRAM NOTIFICATION LETTER

[Month] [Day], 20XX

Dear Westborough Electric Service Customer,

Welcome to **Westborough Community Choice** – your local option for electricity!

Westborough Community Choice is a new Town program that gives you electricity supply alternatives to National Grid while helping to support Westborough's sustainability efforts.

All eligible residential and commercial electricity customers will receive their electricity supply from <SUPPLIER NAME> instead of National Grid, starting on the first meter read after <MONTH> <DAY>, 2016.

How You Benefit

- **Savings:** Wesborough has negotiated an electricity supply price that is lower than National Grid's price.
- **Choice:** In addition to giving you an alternative to National Grid, the program also allows you to choose a Greener Option with a higher percentage of renewable energy. (For more information, visit www.town.westborough.ma.us/XXXXXXXX.)
- **Predictability:** Westborough has negotiated an XX-month contract with <SUPPLIER NAME>, which means your electricity supply price will not change in that time. (National Grid prices change every six months.)

These benefits are possible because Massachusetts law allows communities like Westborough to select an electricity supplier and bring the benefits of that choice to all eligible residents and businesses. This kind of program is a municipal electricity aggregation program.

No Interruption in Power, Billing, or Customer Service

Participating in **Westborough Community Choice** will change only your electricity supplier. National Grid will continue to read meters, maintain distribution and transmission lines, and provide customer service.

If you are on a budget plan or are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits.

The only change you will see is a notification on your next bill from National Grid of a supplier change. On future bills, you will see <SUPPLIER NAME> printed as a line item for supply services. Otherwise:

- Your bill will continue to come from National Grid
- You will continue to send bill payments to National Grid
- You will continue to call National Grid if your power goes out

You Will Be Automatically Enrolled

To participate in **Westborough Community Choice**, you need to do nothing.

As an eligible National Grid Basic Service customer, you will be automatically enrolled and will become part of Westborough's efforts to meet its commitment to sustainability.

How to Opt Out

If you prefer not to participate, you may opt out by filling out, signing, and returning the enclosed postcard within 30 days of the postmark on the envelope. There is *no penalty* for opting out of the program, and you may do so *at any time*. To opt out in the future, simply call <SUPPLIER NAME> at 1-XXX-XXX-XXXX.

If you opt out, you will remain a National Grid Basic Service customer. At that time, you also have the option to choose a different electricity supplier on your own, if you wish.

NOTE: If you have already established a contract with a different electricity supplier but you received this letter, *you should opt out of the program*.

QUESTIONS? LEARN MORE CALL 1-XXX-XXX-XXXX

- **Read the FAQ online at: www.town.westborough.ma.us/XXXXX**

YOUR NEW SUPPLY PRICE

- **Residential accounts XX.XX ¢/kWh**
- **Small business accounts XX.XX ¢/kWh**
- **Medium and large business accounts XX.XX ¢/kWh**

COMPARE TO NATIONAL GRID RATES ON THE BACK ▶

continued

COMPARATIVE ELECTRICITY SUPPLY RATES AND TERMS

	Westborough Community Choice	National Grid Basic Service
Rate Term	<MONTH> 2016 meter read – <MONTH> 2016 meter read	<MONTH> <DAY>, 2016 – <MONTH> <DAY>, 2016
Residential accounts	XX.XX ¢/kWh	XX.XXX ¢/kWh
Small business accounts	XX.XX ¢/kWh	XX.XXX ¢/kWh
Medium and large business accounts	XX.XX ¢/kWh	XX.XXX ¢/kWh (<MONTH> <DAY> - <MONTH> <DAY>, 2015)
Duration	Rate is in effect from <MONTH> 2016 meter read through <MONTH> 2016 meter read	National Grid Fixed Basic Service rates change every six (6) months for residential and small business accounts and every three (3) months for medium and large business accounts.
Exit Terms	No exit charge	May receive a reconciliation charge or credit.

EXHIBIT C

Opt-Out Reply Card

OPT-OUT REPLY CARD

WESTBOROUGH COMMUNITY CHOICE
OPT-OUT REPLY CARD

X _____

Signature Date

OPT-OUT INSTRUCTIONS

You do not need to take any action to participate in Westborough Community Choice.

If you **do not** wish to participate:

1. Sign and date this card
2. Drop it in the mail

This card must be signed by the Customer of Record whose name appears in the address on this card. You have 30 days from the postmark of the Customer Notification Letter to return the card.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. XX CITY, STATE

POSTAGE WILL BE PAID BY ADDRESSEE

TOWN OF WESTBOROUGH
C/O <VENDOR NAME>
1 SUPPLIER STREET
SUPPLIER, MA 00000

If the Board is agreement, the Board will vote to allow the Town Administrator to sign the Abbey Villa Soccer Club contract from April 19-April 22, 2016 for three one- week soccer clinics for aged 4-14 for the Recreation Department.

TOWN OF GRAFTON[1]

DATE: FEBRUARY 18, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

ABBEY VILLA SOCCER CLUB

Greg Williams
4 Longwood Dr.
Hopkinton, MA 01748
508-308-4021
gregg@abbeyvillasoccer.com

1. This is a Contract for the procurement of the following:
To offer three one-week soccer clinics for ages 4-14 during April Vacation 2016.

2. The Contract price to be paid to the Contractor by the Town is:
Not to exceed $30000.00.

3. Payment will be made as follows:

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

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

4. Definitions:

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

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

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

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

5. Term of Contract and Time for Performance:

[1] Contract Short Form Recreation and School Departments_Services

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

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

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

8. Termination and Default:

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

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

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

9. The Contractor's Breach and the Town's Remedies:
Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting form said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

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

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

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

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

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

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

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

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

17. Minimum Wage/Prevailing Wage;
The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

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

19. Indemnification:

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

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

20. Insurance

20.1 Workers Compensation Insurance:

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

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

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

20.2 Professional Liability Insurance

Liability of $1 million per claim and $3 million aggregate.

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

20.3 Other Insurance Requirements

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

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

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

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

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

21. No Employment

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

22. Payment

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

23. Waiver and Amendment

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

24. Severability

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

25. Forum and Choice of Law

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

26. Notices

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

27. Binding on Successors:

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

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

29. Change Orders
Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

_____
Town Administrator Date

Timothy McInerney

The Contractor by:

G. Williams 2/24/16
Signature Date

GREGG WILLIAMS- AVSC DIRECTOR
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

_____
Town Accountant Date

CERTIFICATION OF GOOD FAITH

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

The Contractor by: GREGG WILLIAMS
Print Name

AVSC DIRECTOR.
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
DES RICE, authorized signatory for
name of signatory
ABBEY VILLA SOCCER CLUB, whose
name of contractor
principal place of business is at 4 LONGWOOD DR, HOPKINTON MA,
DES RICE does hereby certify under the pains and penalties of perjury
that ABBEY VILLA SOCCER CLUB has
name of contractor
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Des Rice

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and ABBEY VILLA SOCCER CLUB which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.

2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton _____ Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:		The Contractor by:	
_____		G. Williams	2/24/16
Town Administrator	Date	Signature	Date
_____		GREGG WILLIAMS – AVSC DIRECTOR	
Print Name		Print Name & Title	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pullen Insurance Services, Inc.
2560 River Park Plaza, Suite 300
Ft. Worth, TX 76116

CONTACT NAME: Sports Division
PHONE (A/C, No, Ext): (817) 738-6100
FAX (A/C, No): (817) 738-2993
E-MAIL ADDRESS: info@pullenins.com

INSURED

Abbey Villa Soccer Club, LTD.
4 Longwood Dr
Hopkinton, MA 01748

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	New Hampshire Insurance Company	23841
INSURER B:	Mutual of Omaha Insurance Company	71412
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		X		64168627-01	1/1/2016	1/1/2017	MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PROJECT LOC						PRODUCTS-COMP/OP AGG	$1,000,000
	OTHER:						LEGAL LIAB TO PARTICIPANTS	$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea Accident)	
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABLITY Y / N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE – EA EMPLOYEE	$
							E.L. DISEASE – POLICY LIMIT	$
B	MEDICAL PAYMENTS FOR PARTICIPANTS			SR2014-P-053158	1/1/2016	1/1/2017	EXCESS MEDICAL	$25,000
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Is Additional Insured as required by written contract or written agreement per policy endorsement 100454 (3/09)

CERTIFICATE HOLDER

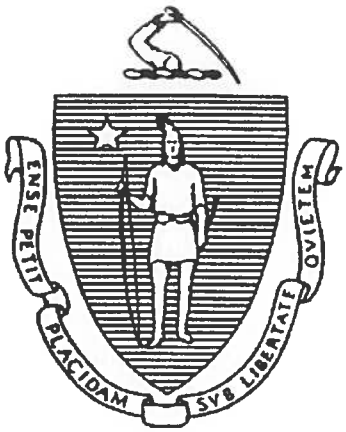
Town of Grafton
Grafton Memorial Municipal Center
30 Providence Rd.
Grafton, MA 01519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTICE TO EMPLOYEES



NOTICE TO EMPLOYEES

The Commonwealth of Massachusetts
DEPARTMENT OF INDUSTRIAL ACCIDENTS

1 Congress Street, Suite 100, Boston, Massachusetts 02114 – 2017
617–727–4900 – http://www.state.ma.us/dia

As required by Massachusetts General Law, Chapter 152, Sections 21, 22 & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above mentioned chapter by insuring with:

THE TRAVELERS INSURANCE COMPANIES
NAME OF INSURANCE COMPANY

P.O. BOX 1450
MIDDLEBORO, MA 02344-1450
ADDRESS OF INSURANCE COMPANY

(6HUB-5B64975-7-15) — POLICY NUMBER
10-12-15 TO 10-12-16 — EFFECTIVE DATES

PAUL M PHIPPS INS AGENCY — NAME OF INSURANCE AGENT
80 MAIN ST
HOPKINTON MA 01748 — ADDRESS
PHONE #

ABBEY VILLA SOCCER CLUB LIMITED — EMPLOYER
4 LONGWOOD DRIVE
HOPKINTON
MA 01748 — ADDRESS

EMPLOYER'S WORKERS COMPENSATION OFFICER (IF ANY) — DATE

MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers' Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL — ADDRESS

TO BE POSTED BY EMPLOYER

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Abby Villa Soccer Club

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4 Longwood Drive.

Requester's name and address (optional)

6 City, state, and ZIP code
Hopkinton, MA 01748.

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
32-0238404

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Jacqueline McCarthy **Date ▶** 2-22-16.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

TOT / YOUTH: SOCCER CLINIC - MINIS

Every child will be engaged in a highly active environment practicing beginner soccer skills in preparation for organized recreational soccer such as U6/U7 town or Abbey Villa S.C. Youth Academy. Players will come away with more confidence in dribbling while running, passing, and knowing how to work with other players on a team.

Age: 4 - 6
Days: Tuesday - Friday
Dates: April 19 - 22, 2016
Time: 9:00 am - 12:00pm
Location: Hubbard Field, 108 Creeper Hill Rd., Grafton
Instructor: Abbey Villa Soccer Club
Register By: April 12, 2016
Minimum/Maximum: 10/50
Cost: $160 7500

YOUTH: SOCCER CLINIC - FULL DAY

AVSC "Fast Feet" Soccer Clinic is open to all players, boys and girls, ages 7 to 14 years old. Your child will be taught proper techniques in passing, receiving, ability to retain possession, creative attacking and individual defending. Players will be taught dozens of cool and creative soccer moves in a challenging, but supportive training environment. Your child will get thousands of quality of touches on the ball!

Age: 7 - 14
Days: Tuesday - Friday
Dates: April 19 - 22, 2016
Time: 9:00 am - 3:00pm
Location: Hubbard Field, 108 Creeper Hill Rd., Grafton
Instructor: Abbey Villa Soccer Club
Register By: April 12, 2016
Minimum/Maximum: 10/50
Cost: $310 15000

EVERY PARTICIPANT RECEIVES A T-SHIRT!

YOUTH: SOCCER CLINIC - HALF DAY

AVSC "Fast Feet" Soccer Clinic is open to all players, boys and girls, ages 7 to 14 years old. Your child will be taught proper techniques in passing, receiving, ability to retain possession, creative attacking and individual defending. Players will be taught dozens of cool and creative soccer moves in a challenging, but supportive training environment. Your child will get thousands of quality of touches on the ball!

Age: 7 - 14
Days: Tuesday - Friday
Dates: April 19 - 22, 2016
Time: 9:00 am - 12:00pm
Location: Hubbard Field, 108 Creeper Hill Rd., Grafton
Instructor: Abbey Villa Soccer Club
Register By: April 12, 2016
Minimum/Maximum: 10/50
Cost: $160 7500

30,000

sent

If the Board is in agreement, the Board will vote to approve the meeting minutes from 3/29/16 as presented.

TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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

BOARD OF SELECTMEN
MEETING AGENDA
March 29, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

A Board of Selectmen meeting was called to order at 7:02 PM. Present: Craig Dauphinais, Bruce Spinney, Dennis Flynn, Jennifer Thomas, Tim McInerney Doug Willardson and Laura St.John-Dupuis

SCHEDULE

Lake Quinsigamond Water Commission – Weed Control -Peter Collins

Mr. Dauphinais introduced Peter Collins, Chair of the Lake Quinsigamond Water Commission.

Mr. Collins addressed the Board and provided some history of the Lake Quinsigamond Water Commission. The commission was created in 1916 to basically deal with safety issues on the lake. The commission started with three board members, one from Shrewsbury, Worcester and Grafton. The commission is now made up of 9 members including a member from each Conservation Commission from the Towns of Grafton, Shrewsbury and Grafton. Mr. Collins added that his seat is appointed by the three seats from the cities and towns.

Mr. Collins stated that in 1973 the scope of the commission increased to looking at water quality and pollution management with the ability to do studies. About a decade ago the commission did a study and found a weed problem which is spreading from one pond to the other. In the last 10 years the commission has been charging a permit fee, $25 for residential and $75 for commercial to cover costs of studies and treatment of weeds. The commission put together a five year plan that is more comprehensive. This paid for a survey of the bottom of the lake to be done. The survey cost $5,000 To treat the lake it will cost $207,000 the first year, after a year or two the cost will go down to approximately $100,000 per year.

The commission is asking for $35,000 from each community to manage an escalating invasive plant population, to provide for public education and awareness of the safe use

and enjoyment of the lake, to maintain and upgrade safety navigational markers and to enhance law enforcement efforts on the waterways. Additionally, the commission is looking to increase dock fees from $25 to $35 which will increase revenue to approximately $21,000 annually.

Mr. Dauphinais asked if there were any questions.

Mr. Padgett asked, with Con-com are we in a consortium? Mr. Collins stated no, each commission acts independently. The conservation commissions have been very cooperative; it is still difficult they want people to do the right thing. Some of the residents say they never had weeds and they may take matters into their own hands. The environmental police do not have resources to station someone every few hundred yards.

Mr. Collins stated that Asian lotus is an incredibly invasive weed. It is currently in a channel, south of route 20 at Flint pond in Grafton. He stated the commission predicts this lotus will travel with the currents and it will go down to the Irish damn. The Irish damn is DCR controlled; it sprung a few leaks last year. They were very fortunate to find out about it. A new gate was installed and cost $450,000.

Mr. McInerney asked Mr. Collins if every community is charged the same price as Worcester. Worcester would probably see the best benefit with the different events and probably the biggest contributor of the raw nutrients.

Mr. Dauphinais asked if the commission just decide on a flat rate it as it seems Grafton would be a smaller portion as it is not an active piece of the lake.

Mr. Collins stated that he asked for an equal part because he thought it would be a better sell. Additionally, Mr. Collins stated that if you look at the issues from above the lake, with Grafton, it is because of a fragmented base and it is on the Flint Pond side, chromium issues from Wyman Gordon and Hovey pond is part of this. If we don’t stop those things now, those weeds will end up in Lake Ripple.

Ms. Thomas stated that it is tough because Worcester and Shrews have much larger budgets.

Mr. Padgett asked Mr. McInerney where in the budget, $35,000 would come from. Mr. McInerney stated he was not sure. Mr. McInerney asked if the commission would take money from the top of our cherry sheet. Mr. Collins said no. Mr. McInerney stated we would have to find the money for this.

Mr. Padgett asked if Mr. Collins can show what would stop weed growth. Mr. Collins responded by saying the commission can certainly show the physical presentation and a slide show.

Mr. Flynn stated that he used to swim in the Irish damn and would like to make a motion to include $35k in the Town Meeting warrant for the purpose of the weed resolution at Quinsigamond Lake.

Mr. Padgett seconded. Mr. Dauphinais asked Mr. McInerney what is the process for the vote of support. Mr. McInerney stated this requires an appropriation and that there is a place holder in the May Town meeting warrant.

APPOINTMENTS

Ruth T. Anderson – Affordable Housing Trust

Mr. Padgett made a motion to appoint Ruth T. Anderson to the Affordable Housing Trust. Mr. Spinney seconded. All were in favor.

Kris Koliss – Affordable Housing Trust

Mr. Padgett made a motion to appoint Kris Koliss to the Affordable Housing Trust. Mr. Spinney seconded. All were in favor.

RESIGNATIONS

William Kuck – Retirement from Grafton Police Department

Mr. Flynn made a motion to accept the resignation of William Kuck-Retiring from the Grafton Police Department. Mr. Padgett seconded. All were in favor.

Jonathan Lincoln – Mill Villages Advisory Committee

Mr. Padgett made a motion to accept the resignation of Jonathan Lincoln from the Mill Villages Advisory Committee. Ms. Thomas seconded. All were in favor.

Kathleen A. Theoharides – Conservation Commission

Mr. Spinney made a motion to accept the resignation of Kathleen A. Theoharides from the conservation commission. Mr. Padgett seconded. All were in favor.

NEW BUSINESS

Vote to Approve Road Closure For Grafton Little League- Sunday, April 24th 11:30-12:30PM

Mr. Flynn made a motion to approve road closure for the Grafton Little League on Sunday, April 24th from 11:30AM – 12:30 PM. Mr. Padgett seconded. All were in favor.

Vote to Authorize the Town Administrator to Purchase Mini Plus Wireless Response System from Audience Response Systems, Inc.

Mr. Willardson stated that Grafton will be splitting the cost of this response system with two other communities, Uxbridge and Leicester. There will be a two day training period.

Mr. Dauphinais asked if there is a warranty. Mr. Willardson said there is a 1 year warrant. Mr. Dauphinais stated that he would like to lease this equipment as he has concerns. Mr. McInerney stated this will be our system and we coordinated with the other towns to make sure the dates of Town meetings do not conflict.

Mr. Padgett asked who is going to be in charge. Mr. Willardson stated that Dave Robbins, Deputy Moderator and the IT staff with School Department will be trained. Mr.Dauphinais asked if there be a monitor that shows the vote. Mr. McInerney stated that we will buy a monitor. Mr. Willardson stated that we can use a projector if needed.

Ms. Thomas feels this is a good time to have a protocol.

Mrs. Thomas made a motion to authorize the Town Administrator to purchase Mini Plus Wireless Response system from Audience Response Systems, Inc. Mr. Padgett seconded. All were in favor.

Vote to Sign EL Harvey Contract Extension

Mr. Willardson stated that the Town negotiated to keep FY 16- FY 17 the same rate in exchange for making FY 19 & FY 20 optional years.

Ms. Thomas made a motion to sign the EL Harvey Contract Extension. Mr. Padgett seconded. All were in favor.

SELECTMEN REPORTS

Mr. Dauphinais stated that CIPC will be meeting tomorrow to finalize the numbers and plan on being before the BOS on April 5th.

TOWN ADMINISTRATORS REPORTS

Electricity Aggregation

Mr. McInerney stated that the Energy Committee met last. They are recommending Board of Selectmen to go with Peregrine Energy Group for electricity aggregation. They are the best suited to represent us. We would like to have them in for the April 5th Board of Selectmen meeting

Mr. Flynn asked if the RFP is available. Mr. McInerney stated it is on the web. Mr. Willardson will send all 3 proposals and the RFP to Board.

Mr. Flynn asked if Peregrine will be the prime provided of services and if there a track record saying this one is better than others. Mr. McInerney stated that when you look at the proposals you will see who has done better.

Mr. Flynn asked about selection. Mr. Willardson stated Peregrine will be bidding out and National Grid will not change. Mr. Flynn asked how the service will change. Mr. McInerney stated there will be no change in service.

Mr. Dauphinais asked will the negotiated rate come to the Board for a vote. Mr. McInerney stated yes.

Mr. Flynn asked how with this process will go for the tax payer. Mr. McInerney stated that Peregrine has a strategy and marketing team and customer service. They have every all laid out and there is not heavy lift for us to do.

Mr. Flynn asked if there will there be any issue for the homeowner. Mr. McInerney stated the customer will deal with National Grid.

Mr. Flynn asked if people opt in and out at any time. Mr. McInerney stated that residents can opt out by using a post card going online or calling a phone number and they can go back to National Grid.

Solar Program:

Direct Solar Energy is the only company who responded to the RFP. Grafton is going to work with Sutton to try to pre-qualify.

TIP Program.

An outreach meeting is scheduled for Thursday, March 31st at South Grafton Elementary School at 7pm. If residents have feedback this is the time to get them out there.

Mr. Dauphinais asked if there was an update on Browns Road. Mr. McInerney stated he does not have one other than going there weekly or biweekly. No hard update.

Mr. Willardson stated that in December Jeff at Graves was before the Board, he will be in for the April 5th Board of Selectmen meeting with a presentation of a layout for the common. The cost estimate is just over $200k.

Adjourn

At 7:53 PM. Mr. Flynn made a motion to adjourn. Mr. Padgett seconded. All were in favor.

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2016 APR 1 PM 1 19

BOARD OF SELECTMEN
MEETING AGENDA

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

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

a) DPW Site – Conservation Commission

b) CIPC- Presenting the Approved List of Capital Projects, Sargon Hanna

c) Joint Appointment – Board of Library Trustees- Aaron Vandesteen

d) Grafton Common Layout Presentation- Jeff Walsh, Graves Engineering

e) Vote to Approve Emergency Management to Purchase All Terrain Crossover Utility Vehicle

2. APPOINTMENTS

Town Administrator

Board of Selectmen

3. RESIGNATIONS

a) Ruth T. Anderson- Grafton Historical Commission

4. NEW BUSINESS

a) Vote to Approve Debt Exclusion Ballot for DPW Facility & Fire Department Apparatus

b) Vote to Sign Town Meeting Warrants

c) Path Grant Application - Planning

d) Vote to Award Paving Contract to Bevilacqua Paving

e) Vote to Sign Peregrine Energy Contract-Electricity Aggregation

f) Vote to Allow Town Administrator to Sign Abbey Villa Soccer Club Contract for Recreation

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

a) FY 17 Budget

8. MEETING MINUTES

3/29/2016

EXECUTIVE SESSION

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

ADJOURN