



BOARD OF SELECTMEN

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335
www.town.grafton.ma.us

LEGAL NOTICE

TAX CLASSIFICATION HEARING

NOVEMBER 18, 2014

BOARD OF SELECTMEN

The Board of Selectmen will continue the Tax Classification hearing on Tuesday, November 18, 2014 at 7:00 p.m. at the Grafton Municipal Center, Conference Room A, 30 Providence Road, on the question of the adoption of the percentages of the local tax levy to be borne by each class of real property and personal property for the next fiscal year in accordance with Chapter 40 Section 56 of the General Laws.

At such hearing, the Board of Assessors will provide all the information and data relevant to making such determination and the fiscal effect of the available alternatives. The Commissioner of Revenue will not approve the tax rate of a Town until the Selectmen have held such a public hearing and until the Town has adopted the percentages of the local tax levy to be borne by each class of real and personal property.

You may attend this hearing if you wish and your comments will be received.

GRAFTON BOARD OF SELECTMEN

Bulletin Board
Grafton News
November 5, 2014

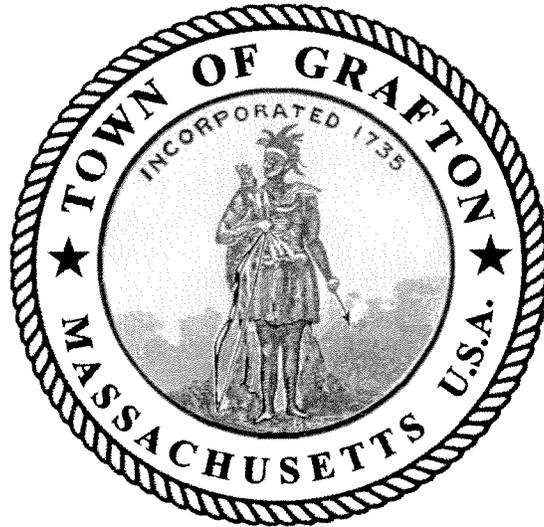


Sample Motion:

I move we adopt a residential factor of one, a single tax rate with no additional residential, CIP or open space shift. Additionally, I move we give authorization to the Board of Assessors to digitally sign the LA-5 in the Division of Local Services Gateway program.



FISCAL YEAR 2015



TAX CLASSIFICATION HEARING

NOVEMBER 18, 2014

Prepared by Drew Manlove, *MAA* – Principal Assessor
and approved by the Grafton Board of Assessors with
administrative support from Regional Resource Group, Inc.

TOWN OF GRAFTON TAX CLASSIFICATION

- 2.....Assessed Values
- 4.....Tax Levy
- 5.....Single Tax Rate
- 6.....Split Tax Rate
- 7.....Residential Exemption
- 8.....Small Commercial Exemption
- 8.....Open Space Discount
- 8.....New Growth
- 9.....Personal Exemptions
- 10.....LA-4



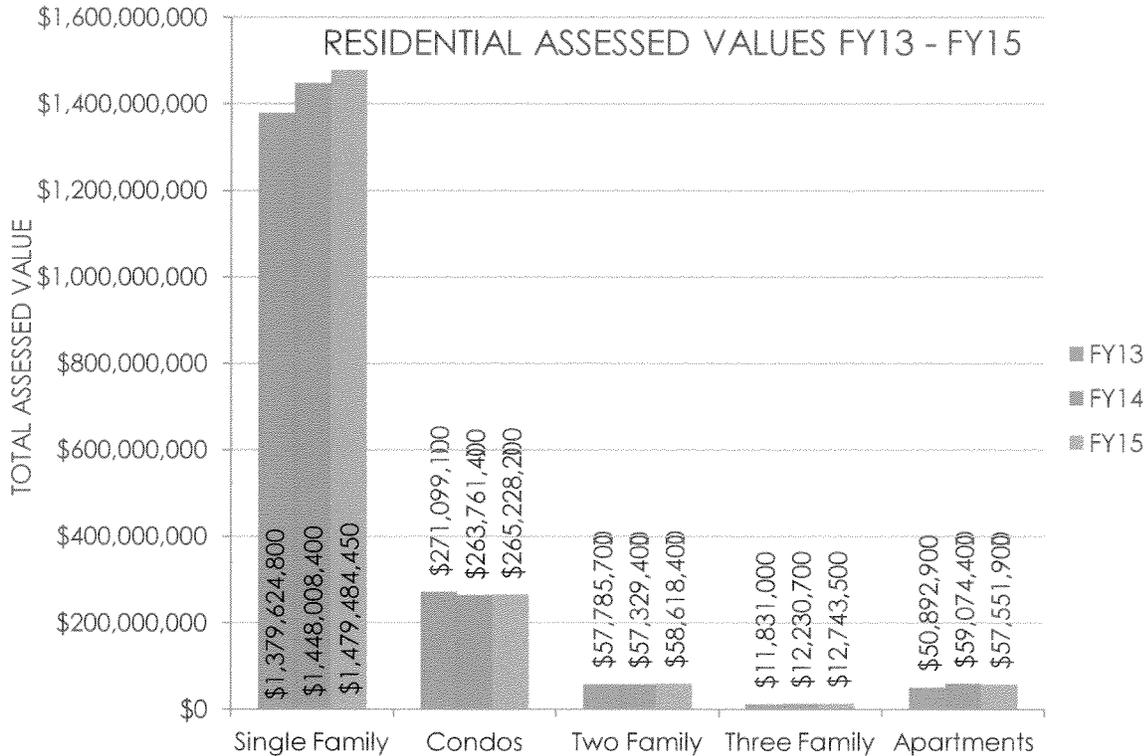
Assessed Values

Each fiscal year, the assessor must value all properties within the town as of the assessment date of January 1st of the prior year (Mass. Gen. Laws Ch. 59, Sect. 2A). The law also requires our office to assess properties at 100% of their actual market value (*Full and Fair Cash Value*). For FY 2015, the assessed values presented herein represent the real estate market as of January 1, 2014. This means that, by statute, the assessor must use sales that occurred in calendar year 2013 to form the basis of the FY 2015 assessed values. Thus, when the FY 2015 assessed valuations are released to the public with the third quarter (actual) tax bill in late December, they will reflect the market value as of January 1, 2014.

Overall, Grafton saw incremental changes in the real estate market from January 1, 2013 to January 1, 2014. A look at individual classes of property shows a moderate increase in single-family home values, from \$1,448,008,400 in FY 2014 to \$1,479,484,450 for FY 2015. Single-family homes account for almost 70% of Grafton's total assessed value. When factoring in the increase in total number of single-family homes in the town, the average assessed value rose 1% to \$340,581 this year.

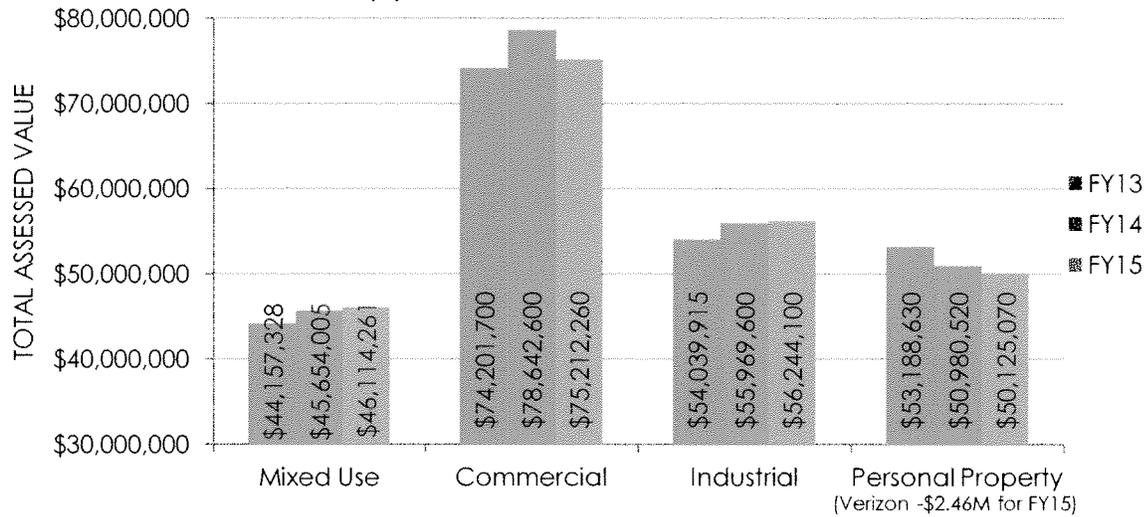
Condominiums are the second largest class of property in Grafton, accounting for 12% of the total assessed value. Condominium value also increased for FY 2015 from \$263,761,400 to \$265,228,200. When factoring in the overall increase in condo units in the town, the average assessed value saw a change of -0.2% to \$209,501.

Here is a look at assessed values for other residential property classes from FY 2013 through FY 2015:



Mixed use, commercial, industrial, and personal property make up just over 10% of Grafton's total assessed value for FY 2015. Here is a look at the values for these classes from FY 2013 through FY 2015:

C/I/P ASSESSED VALUES FY13 - FY15



The following data shows total assessed values for all property classes and changes from FY 2014:

PROPERTY TYPE	2014 PCL	2014 VALUE	2015 PCL	2015 VALUE	PCL DIFF	PCL % DIFF	VALUE DIFF	VAL % DIFF
101	4,294	\$1,448,008,400	4,344	\$1,479,484,500	50	1.2%	\$31,476,100	2.2%
102	1,257	\$263,761,400	1,266	\$265,228,200	9	0.7%	\$1,466,800	0.6%
MISC 103,109	25	\$7,799,100	24	\$8,166,600	-1	-4.0%	\$367,500	4.7%
104	242	\$57,329,400	240	\$58,618,400	-2	-0.8%	\$1,289,000	2.2%
105	42	\$12,230,700	42	\$12,743,500	0	0.0%	\$512,800	4.20%
111-125	93	\$59,074,400	94	\$57,551,900	1	1.1%	-\$1,522,500	-2.6%
130-32,106	571	\$57,975,800	525	\$39,565,000	-46	-8.1%	-\$18,410,800	-31.8%
200-231	0	\$0	0	\$0	0	0.0%	\$0	0.0%
300-393	143	\$78,642,600	144	\$75,212,260	1	0.7%	-\$3,430,340	-4.4%
400-452	73	\$55,969,600	74	\$56,244,100	1	1.4%	\$274,500	0.5%
CH 61 LAND	2	\$756	4	\$4,048	2	100.0%	\$3,292	435.4%
CH 61A LAND	74	\$206,182	74	\$204,338	0	0.0%	-\$1,844	-0.90%
CH 61B LAND	34	\$2,083,135	31	\$1,775,098	-3	-8.8%	-\$308,037	-14.8%
012-043	64	\$29,055,553	63	\$30,111,199	-1	-1.6%	\$1,055,646	3.6%
012-043	0	\$0	0	\$0	0	0.0%	\$0	0.0%
012-043	0	\$16,389,869	0	\$15,807,836	0	0.0%	-\$582,033	-3.60%
012-043	0	\$208,583	0	\$195,226	0	0.0%	-\$13,357	-6.40%
501	95	\$1,795,600	92	\$1,832,000	-3	-3.2%	\$36,400	2.0%
502	100	\$8,996,150	95	\$9,418,990	-5	-5.0%	\$422,840	4.7%
503	0	\$0	0	\$0	0	0.0%	\$0	0.0%
504,550-2	3	\$18,977,540	3	\$19,332,340	0	0.0%	\$354,800	1.90%
505	9	\$17,637,900	9	\$15,632,300	0	0.0%	-\$2,005,600	-11.40%
506	1	\$2,191,300	1	\$2,426,300	0	0.0%	\$235,000	10.70%
508	5	\$1,382,030	5	\$1,483,140	0	0.0%	\$101,110	7.30%
TOT CLASS - 1	6,588	\$1,935,234,753	6,598	\$1,951,469,299	10	0.2%	\$16,234,546	0.8%
TOT CLASS - 2	0	\$0	0	\$0	0	0.0%	\$0	0.0%
TOT CLASS - 3	253	\$97,322,542	253	\$93,003,580	0	0.0%	-\$4,318,962	-4.40%
TOT CLASS - 4	73	\$56,178,183	74	\$56,439,326	1	1.4%	\$261,143	0.5%
TOT CLASS - 5	213	\$50,980,520	205	\$50,125,070	-8	-3.8%	-\$855,450	-1.7%
TOT TAXABLE	7,127	\$2,139,715,998	7,130	\$2,151,037,275	3	0.0%	\$11,321,277	0.5%
EXEMPT VALUE	0	\$253,710,100	0	\$246,432,140	0	0.0%	-\$7,277,960	-2.90%

Tax Levy

Like all municipalities in Massachusetts, Grafton has a limit to the taxes it can levy. The *levy limit* for any given year is based on the previous year's levy limit and therefore, is an historic figure. The prior year's limit, not the actual levy, is the base for calculating the levy limit. To that base is added 2.5% of the prior year's limit, *new growth* (see page 8), and any budget *overrides* approved by the town.

PRIOR LEVY LIMIT	2.50%	NEW GROWTH	OVERRIDE	FY 2015 LEVY LIMIT
\$28,728,435	\$718,211	\$388,029	\$2,000,000	\$31,834,675

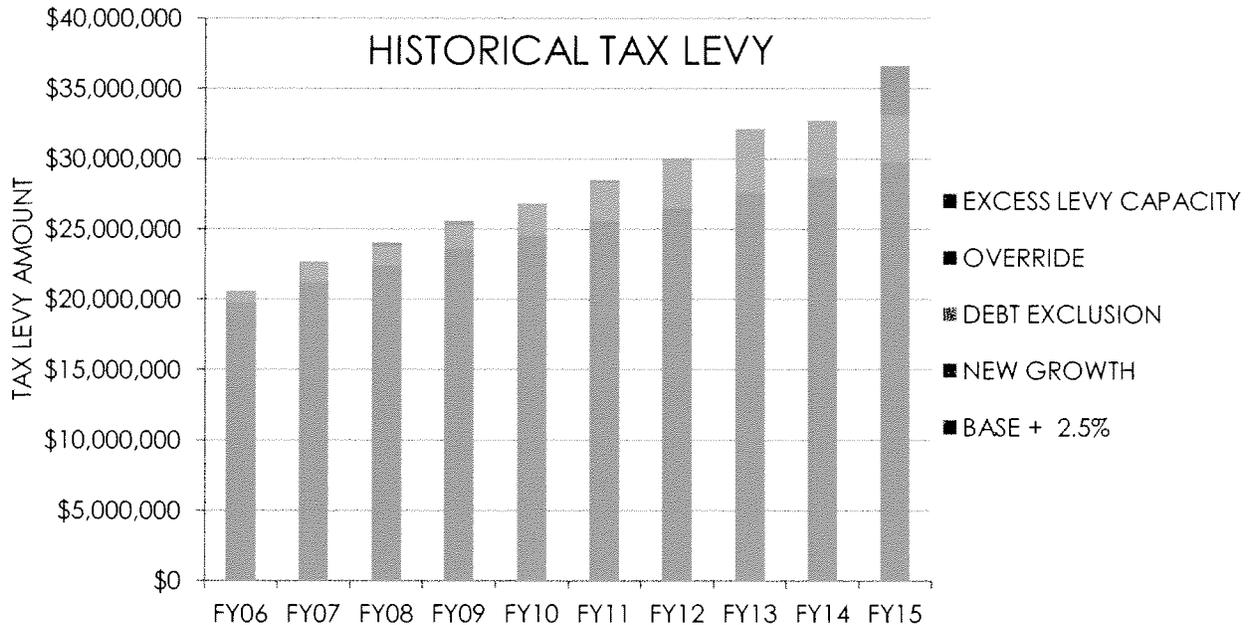
Finally, to the levy limit is added *debt exclusion*, a temporary increase in the tax levy to cover annual debt service costs, and stabilization fund override, another temporary increase in the levy. This is the Town's *maximum allowable levy*.

FY 2015 LEVY LIMIT	DEBT EXCLUSION	STABILIZATION FUND OVERRIDE	MAXIMUM ALLOWABLE LEVY
\$31,834,675	\$3,309,052	\$1,500,000	\$36,643,727

The tax rate information provided herein represents calculations based on a FY 2015 actual tax levy of \$35,485,697 or \$1,158,030 less than the maximum allowable levy.

MAXIMUM ALLOWABLE LEVY	ACTUAL TAX LEVY	EXCESS LEVY CAPACITY
\$36,643,727	\$35,492,115	\$1,151,612

Here is a look at Grafton's maximum allowable levy over the last ten years:



Single Tax Rate

The single tax rate is calculated by dividing the tax levy (\$35,485,697) by the total assessed valuation for the town (\$2,151,037,275). Grafton's single tax rate for FY 2015 is **\$16.50 per thousand dollars of assessed value**. This represents a \$1.24 or 8.1% increase from last year's tax rate of \$15.26.

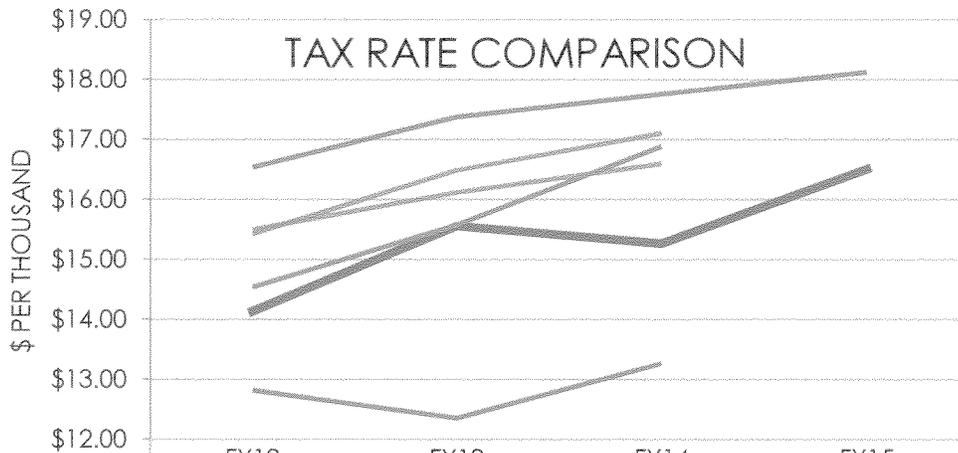
FISCAL YEAR 2015 SINGLE TAX RATE

\$16.50

PER THOUSAND DOLLARS OF ASSESSED VALUE

Using a single tax rate means that all classes of property have the same rate applied to their assessed value in order to calculate their tax bill. Grafton has historically used a single tax rate, effectively sharing the tax burden equitably among all taxpayers in the town.

Here is a comparison of Grafton's tax rate to that of other nearby towns over the last 4 years. All of these towns use a single tax rate:



	FY12	FY13	FY14	FY15
GRAFTON	\$14.13	\$15.55	\$15.26	\$16.50
MILLBURY	\$15.42	\$16.48	\$17.10	
NORTHBOROUGH	\$15.49	\$16.11	\$16.59	
HOLDEN	\$16.53	\$17.37	\$17.75	\$18.12
NORTHBRIDGE	\$12.81	\$12.35	\$13.26	
SUTTON	\$14.53	\$15.57	\$16.88	

Split Tax Rate

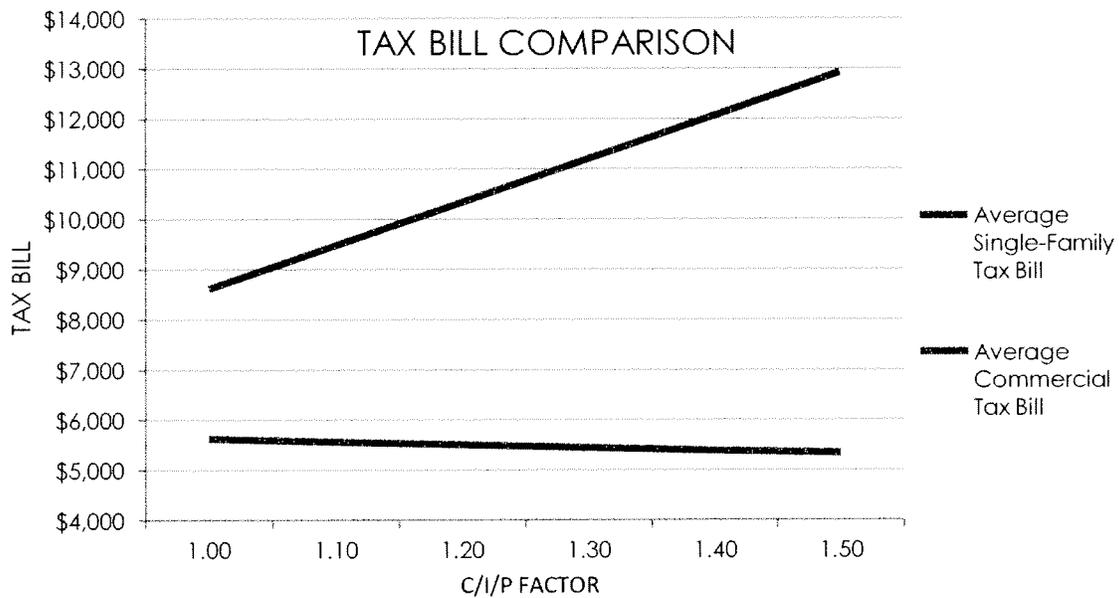
This tax classification hearing allows communities to have different tax rates for different classes of property and allows the Board of Selectmen to make the decision as to whether or not to shift the tax burden from one class of property to another. The statute provides a maximum allowable portion of the tax levy, up to 150% for Grafton, to be borne by the commercial, industrial, and personal property classes (CIP).

Note that, because the commercial, industrial, and personal property classes make up less than 10% of our total tax base, significant increases in CIP tax bills would result in a relatively small savings for residential property. For this reason, a split tax rate is typically used in communities where the CIP properties are a much greater percentage of the tax base than in Grafton.

Residential Factor	C/I/P Factor	% Residential Levy	% C/I/P Levy	Residential Tax Rate	C/I/P Tax Rate	Average Single-Fam Tax Bill	Average Commercial Tax Bill	Change to Average Single-Fam Tax Bill*	Change to Average Commercial Tax Bill*	% Change to Average Single-Fam Tax Bill*	% Change to Average Commercial Tax Bill*
1.0000	1.00	90.72%	9.28%	\$16.50	\$16.50	\$5,620	\$8,618	\$474	\$226	9.21%	2.69%
0.9897	1.10	89.79%	10.21%	\$16.33	\$18.15	\$5,562	\$9,480	\$416	\$1,088	8.08%	12.96%
0.9795	1.20	88.86%	11.14%	\$16.16	\$19.80	\$5,504	\$10,342	\$358	\$1,950	6.96%	23.23%
0.9694	1.30	87.94%	12.06%	\$16.00	\$21.45	\$5,449	\$11,203	\$303	\$2,811	5.89%	33.50%
0.9591	1.40	87.01%	12.99%	\$15.83	\$23.10	\$5,391	\$12,065	\$245	\$3,673	4.76%	43.77%
0.9489	1.50	86.08%	13.92%	\$15.66	\$24.75	\$5,334	\$12,927	\$188	\$4,535	3.65%	54.04%

*change from FY 2014 tax bill

Here is another look at how a shift in the Commercial, Industrial, and Personal Property Factor would affect the tax bills for an average single-family home versus an average commercial property:



Residential Exemption

A residential exemption is a fixed dollar amount excluded from the valuation of each owner-occupied property for real estate tax purposes. Whereas a split tax rate shifts tax burden from residential to commercial property owners, the residential exemption shifts the tax burden *within* the residential class of property. This burden is shifted not only from owner-occupied properties onto non-qualifying properties, but it is important to understand that the tax burden is also shifted from lower-valued properties to higher-valued properties.

Just as a split tax rate does not change the overall tax dollars raised by the town, the residential exemption does not change the tax dollars raised by the residential class of properties. Therefore, to compensate for exemptions granted to qualifying property owners, the tax rate would increase for *all* residential property owners. The highest exemption that may be granted is 20% of the average assessed value of all residential parcels.

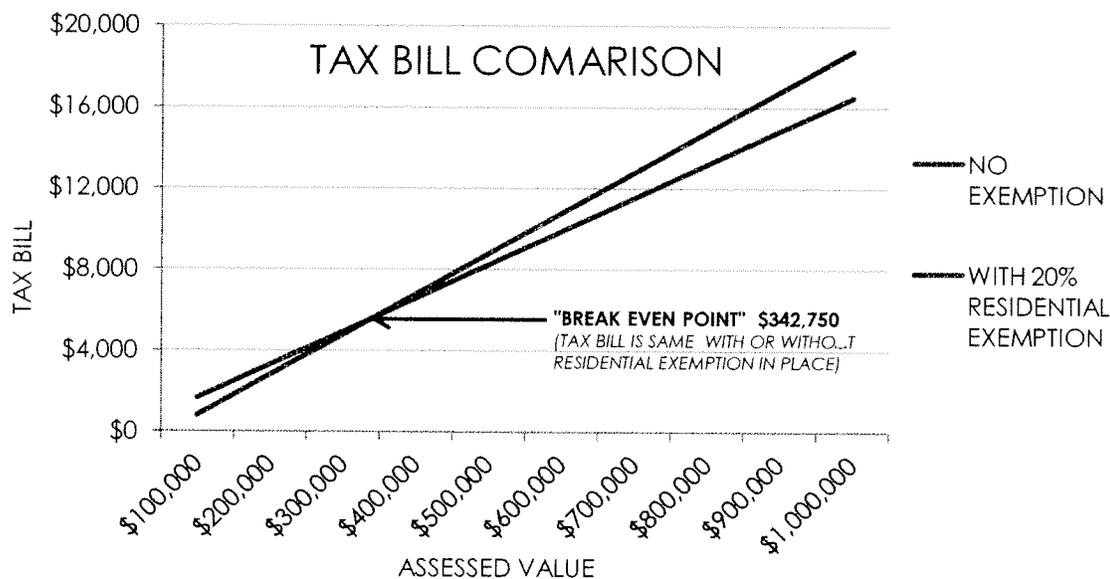
Thirteen municipalities used a Residential Exemption for FY 2014. Most are located in the Metropolitan Boston area or coastal areas such as Cape Cod and Martha's Vineyard and have a much greater percentage of vacation homes and rental properties than Grafton.

RESIDENTIAL PARCELS	TOTAL RESIDENTIAL ASSESSED VALUE	AVERAGE RESIDENTIAL VALUE	20% EXEMPTION	ESTIMATED QUALIFYING PROPERTIES	NEW RESIDENTIAL TAX RATE
6,535	\$1,951,469,299	\$298,600	\$59,700	5,700	\$19.98

Here is an example of how a 20% residential exemption would change tax bills for qualifying taxpayers:

LOWER-VALUE SINGLE-FAMILY PROPERTY (\$200,000)	AVERAGE SINGLE-FAMILY PROPERTY (\$340,581)	HIGHER-VALUE SINGLE-FAMILY PROPERTY (\$700,000)
-\$496.81	-\$7.59	+\$1,243.19

Here is a look at overall trends comparing tax bills without the use of the residential exemption versus tax bills for qualifying property owners using a 20% exemption. Note that qualifying property owners with assessed values greater than the "break-even" point of \$342,750 would see a tax increase with the exemption in effect:



Small Commercial Exemption

This classification hearing allows for a Small Commercial Exemption, which authorizes the Board of Selectmen to exempt up to 10% of the value of commercial parcels which are assessed at less than \$1 million and have less than ten employees. Few businesses in Grafton would meet all the criteria for this special exemption. Unlike the Residential Exemption, which is a fixed dollar amount applied to all qualifying parcels, the Small Commercial Exemption is a percentage of an eligible parcel's valuation. This means that a qualifying parcel with an assessed value of \$400,000 would receive a value reduction of up to \$40,000, while a qualifying parcel with an assessed value of \$995,000 would receive a value reduction of up to \$99,500. *Each parcel would need to be reviewed for qualification and calculated before the tax rate is set.*

Adopting a small commercial exemption increases the commercial and industrial tax rates. The amount of the tax levy paid by those two classes remains the same, but because of the exempted valuation, it is distributed over less assessed value. This higher rate creates a shift that reduces the taxes paid by owners of properties occupied by small businesses and shifts them to larger commercial and industrial taxpayers.

Open Space Discount

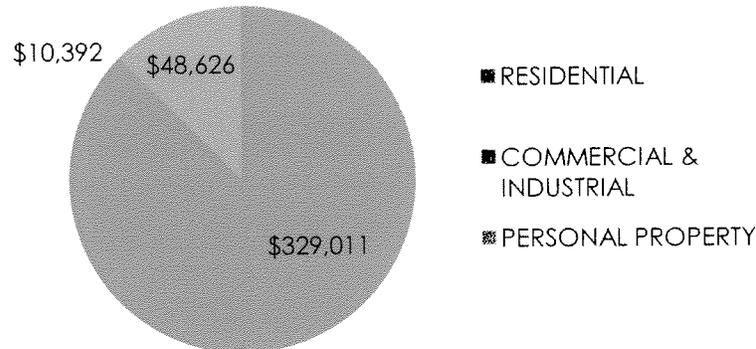
This classification hearing enables the Board of Selectmen to allow for a discount for all Class Two, Open Space properties. The discount may reduce the amount of the tax levy paid by the open space class to no less than 75 percent of its full and fair cash share of the levy, *i.e.*, may allow a discount of up to 25 percent. Adopting an open space discount lowers the open space tax rate because the amount of the levy paid by the class is reduced. Those taxes are shifted to the residential class alone, which means a higher residential tax rate.

Currently there are no properties in Grafton classified as Open Space. Open Space land would be valued in the same manner as any other land, taking into consideration frontage, topography, lot size, location, zoning, etc., and the only compelling reason to classify a property as Open Space would be to take advantage of this discount.

New Growth

New growth is a dollar increase in the annual levy limit that reflects additions to the community's tax base since last fiscal year. Proposition 2 ½ annually increases the levy limit so that cities and towns can raise additional taxes to meet service demands due to new development. The Department of Revenue has approved \$388,029 of new growth in Grafton for FY 2015. This represents \$25,427,851 in assessed value multiplied by the FY 2014 tax rate of \$15.26.

NEW GROWTH BREAKDOWN



Personal Exemptions

The town may give property tax exemptions to some individuals as defined by state law. An exemption discharges the taxpayer from the legal obligation to pay all or a portion of the tax. Exemptions are found in various clauses of Massachusetts General Laws Chapter 59, Section 5 and offer tax relief to qualifying senior citizens, veterans, paraplegics, blind persons, and surviving spouses and minors of police officers and firefighters killed in the line of duty. The dollar amount of these exemptions varies.

At the May 2014 Town Meeting, voters approved an increase in exemption dollar amounts to up to double the standard rate for qualifying applicants. The Town also voted to decrease the minimum age for senior citizen exemptions from 70 to 65. These two factors are likely to significantly increase the abated tax dollars in FY 2015. These amounts are taken from the Overlay account in the budget.

Here is a list of exemptions granted for all of FY 2014:

Clause	DESCRIPTION	EXEMPTIONS GRANTED	TAX DOLLARS ABATED
17	Surviving Spouses, minors or persons 70 years or over	0	\$0.00
17C	Surviving Spouses, minors or persons 70 years or over	0	\$0.00
17C 1/2	Surviving Spouses, minors or persons 70 years or over	0	\$0.00
17D	Surviving Spouses, minors or persons 70 years or over	25	\$5,594.33
18	Hardship	3	\$1,500.00
18A	Deferred taxes	0	\$0.00
22(a-f)	Veterans	44	\$17,600.00
Para	Paraplegics & surviving spouses of paraplegics (G.L. 58 §8)	0	\$0.00
22A	Veterans & surviving spouses	2	\$1,500.00
22B	Veterans & surviving spouses	0	\$0.00
22C	Veterans & surviving spouses	1	\$1,500.00
22D	Surviving spouse	1	\$4,675.67
22E	Veterans & surviving spouses	15	\$15,000.00
37	Blind	0	\$0.00
37A	Blind	17	\$8,500.00
41	Certain elderly persons 70 years of age or over	0	\$0.00
41B	Certain elderly persons 70 years of age or over	0	\$0.00
41C	Certain elderly persons 70 years of age or over	38	\$28,500.00
41C 1/2	Certain elderly persons 70 years of age or over	0	\$0.00
41A	Deferred taxes -- persons 65 years or over	0	\$0.00
42	Surv. spouses of police officers/firefighters killed in the line of duty	0	\$0.00
43	Surv. minors of police officers/firefighters killed in the line of duty	0	\$0.00
	TOTAL	146	\$84,370.00

MASSACHUSETTS DEPARTMENT OF REVENUE
 DIVISION OF LOCAL SERVICES
 ASSESSMENT/CLASSIFICATION REPORT FY2015
TOWN OF GRAFTON

as of January 1, 2014

PROPERTY TYPE	ACCT/ PARCEL COUNT	CLASS 1 Residential Assessed Value	CLASS 2 Open Space Assessed Value	CLASS 3 Commercial Assessed Value	CLASS 4 Industrial Assessed Value	CLASS 5 Personal Property Assessed Value
101	4,344	1,479,484,500				
102	1,266	265,228,200				
MISC 103,109	24	8,166,600				
104	240	58,618,400				
105	42	12,743,500				
111-125	94	57,551,900				
130-32,106	525	39,565,000				
200-231	0		0			
300-393	144			75,212,260		
400-452	74				56,244,100	
CH 61 LAND	4		0	4,048		
CH 61A LAND	74		0	204,338		
CH 61B LAND	31		0	1,775,098		
012-043	63	30,111,199	0	15,807,836	195,226	
501	92					1,832,000
502	95					9,418,990
503	0					0
504,550-2	3					19,332,340
505	9					15,632,300
506	1					2,426,300
508	5					1,483,140
TOTALS	7,130	1,951,469,299	0	93,003,580	56,439,326	50,125,070
REAL AND PERSONAL PROPERTY TOTAL VALUE						2,151,037,275
EXEMPT VALUE						246,432,140





OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOS@grafton-ma.gov
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*Brook Padgett, Chairman
Craig Dauphinais, Vice Chair
Jennifer Thomas, Clerk
Dennis Flynn
Bruce Spinney, III*

**TOWN OF GRAFTON
LEGAL NOTICE**

The Board of Selectmen will hold a public hearing on Tuesday, November 18, 2014 at 7:00 p.m. in Conference Room A in the Grafton Municipal Center, 30 Providence Rd., Grafton, MA to hear citizen comments on the application of Irfan Dushku, for a Class II Auto License located at 90 Worcester Street, N. Grafton MA 01536.

Interested citizens are invited to attend this public hearing and to offer any written or oral comments.

Grafton Board of Selectmen

Brook Padgett, Chairman
Craig Dauphinais, Vice Chairman
Jennifer Thomas, Clerk
Dennis Flynn
Bruce Spinney, III

Publish Grafton News
October 22, 2014

Town Bulletin Board

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Lehigh Gas
645 W. Hamilton St.
Allentown, PA

October 28, 2014

Dear Sir or Madam

Irfan Dushku has signed a lease
with Lehigh Gas to lease the property
BP Gas Station 90 Worcester St., North Grafton,
MA. (Town Property Record 88 Worcester St.)

Irfan Dushku is approved to repair automobiles
& trucks, IF allowed by town he may also
sell automobiles & trucks from property.

Regards,

Jul Deque
Territory Sales Manager
Lehigh Gas Corp



**APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF**

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a _____ class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? IRAFM - DUSHEN

Business address of concern. No. 90 WORCESTER RD St.,
GRAFTON MA City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? _____

3. If an individual, state full name and residential address.

17 ROXBURY ST
WORCESTER MA 01609

4. If a co-partnership, state full names and residential addresses of the persons composing it.

N/A

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President _____

Secretary N/A

Treasurer _____

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? yes

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? yes

Is your principal business that of a motor vehicle junk dealer? NO



7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

TRYING to sell used CARS

8. Are you a recognized agent of a motor vehicle manufacturer? NO
(Yes or No)

If so, state name of manufacturer _____

9. Have you a signed contract as required by Section 58, Class 1? _____
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? _____
(Yes or No)

If so, in what city — town _____

Did you receive a license? NO (Yes or No) For what year? NO

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? No
(Yes or No)

Sign your name in full

[Signature]

(Duly authorized to represent the concern herein mentioned)

Residence

IRFAM DUSHKO

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation _____
(Approved or Disapproved)

License No. _____ granted _____ 20 _____ Fee \$ _____

Signed _____

CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which will expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.







Town of Grafton

BUSINESS CERTIFICATE

Certificate #: 60-62

Original Issue: **October 24, 2014**

Renew:

Expiration: **October 24, 2018**

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended, the undersigned hereby declares that a business is conducted under the title of:

IRFAN DUSHKU
90 WORCESTER STREET
GRAFTON, MA 01536
Phone: 508-410-9388

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate.

Name	Address
IRFAN DUSHKU	17 ROXBURY STREET WORCESTER, MA 01609


IRFAN DUSHKU

Type of Business: AUTOMOBILE SERVICE STATION

Appeared before me the above named person(s) and acknowledged the foregoing to be a true and accurate account, given under the pains and penalties of perjury this 24th day of October 2014.


Town Clerk / ~~Notary Public~~

THE FILING OF A BUSINESS CERTIFICATE DOES NOT IMPLY ZONING COMPLIANCE AND IT IS NOT A LICENSE OR PERMIT TO CONDUCT A BUSINESS IN THE TOWN OF GRAFTON. THE ISSUANCE OF A BUSINESS CERTIFICATE BY THE TOWN CLERKS OFFICE DOES NOT ENSURE YOUR COMPLIANCE WITH OTHER STATE AND LOCAL LAWS AND REGULATIONS WITHIN THE TOWN OF GRAFTON. THE OPERATION OF YOUR BUSINESS MAY REQUIRE THE ISSUANCE OF LICENSES AND OR PERMITS AS MANDATED BY LOCAL AND STATE LAWS.



**GRAFTON TRAFFIC SAFETY
ADVISORY COMMITTEE**
30 Providence Road
Grafton, MA 01519

DATE: November 12, 2014
TO: Board of Selectmen – Town of Grafton
SUBJECT: Recommendations of the Traffic Safety Committee

The Traffic Safety Committee met on November 5, 2014 to discuss several petitions. Present at the meeting were: Normand Crepeau – Chair, Scott Rossiter, John Bechard and John Riel. Assistant Town Engineer Brian Szczurko also attended.

After reviewing all requests, the Traffic Safety Committee is forwarding the following recommendations to the Board of Selectmen for consideration:

1. Request from Town Administrator for *No Right Turn* sign onto Millbury St. from Worcester St. at the Common.

Following a discussion with Craig Dauphinais regarding the excessive speed of vehicles and the need to focus on pedestrian safety, a motion was made to install “Reduce Speed,, signs on Worcester Street and Upton Street approaching the Common locations to be determined at the discretion of the Director of DPW. MMSP (3-1)

A second motion was made to install a physical barrier such as a planter or berm to channelize traffic (*turning right*) at the intersection of Worcester and Millbury Streets. MMSP (4-0)

2. Request from the Town Administrator for sidewalks on Providence Rd. from Grafton High School to Pleasant St.

Committee members generally agreed that sidewalks are a good feature for neighborhoods and pedestrian safety. A motion was made to recommend that the Board of Selectmen petition the state to install a sidewalk on Providence Rd from Grafton High School to Pleasant St. MMSP (4-0)

3. Request from Helen Cheney for *Slow-Caution Horses* signs on Merriam Rd.

Following a discussion with Ms. Cheney about her new barn and horse riding activity a motion was made to place two “Slow-Caution Horses,, signs on Merriam Rd. locations to be determined at the discretion of the Director of DPW. MMSP (4-0)

4. Request form Stephanie Audette for *Slow Children* signs on High St.

Following discussion with Ms. Audette and her neighbors it was noted that this is a recurring complaint over a number of years from other neighbors. A motion was made to

install "Slow Children,, caution signs with locations to be determined at the discretion of the Director of DPW and to install a "No Right Turn 4-6PM,, sign at the intersection of High and North Main (Rt. 140) Streets. MMSP (4-0)

5. Request from Washington Mills to install "on call" traffic signal at North Main and Mill Streets.

There was discussion with management of Washington Mills on the need for a traffic study and state approval although it is a town controlled intersection. The cost would probably be the responsibility of the company and a referral was made to the proper state highway official. A motion was made to take no action. MMSP (4-0)

6. Request from Anne Proctor for Speed Limit signs on Worcester St. between Carroll Rd. and the Common.

Following discussion with Ms. Proctor and her neighbors a motion was made to place two speed limit signs with the appropriate speed limit at locations to be determined at the discretion of the Director of DPW. MMSP (4-0)

Received 11/10/2014



The Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
Boston, Massachusetts 02114

Steven Grossman
Treasurer and Receiver General

Kim J. Gainsboro, Esq.
Chairman

ARSLAN, INC. DBA VILLAGE DAIRY
167 MAIN ST
GRAFTON, MA 01560
LICENSE#: 045600017
HEARD: 10/22/2014

This was a reappeal to the Alcoholic Beverages Control Commission (the "Commission") from the action of the Town of Grafton Board of Selectmen (the "Local Board") for upholding its previous decision in revoking the M.G.L. c. 138, §15 wines & malt beverages license of Arslan, Inc. dba Village Dairy (the "Licensee" or "Arslan"), located at 167 Main Street, Grafton, MA.

The following documents are in evidence:

1. ABCC Decision dated 4/23/2014; and
2. Local Board's Decision dated 7/24/2014

There is one (1) audio recording of this hearing, and one (1) witness testified. The Commission took Administrative Notice of the Licensee's Commission Records, including the record of the first appeal hearing. No new material facts occurred in the period between the date of the Commission decision on the first appeal and the hearing on reappeal. At the hearing, counsel for both parties stipulated to the facts as found by the Commission in its April 23, 2014 decision.

FACTS

We make the following findings of fact and rulings of law:

1. On June 27, 2013, the Licensee sold an alcoholic beverage to an underage person during a compliance check. (Ex. 1)
2. After a hearing, on August 20, 2013, the Local Board unanimously voted to revoke Arslan's alcoholic beverages license. (Ex. 2)
3. Arslan timely appealed this decision to the Massachusetts Alcoholic Beverages Control Commission. (Commission Records)
4. The license revocation was not stayed. (Commission Records)
5. On December 10, 2013, the ABCC held an appeal hearing. Prior to the hearing, the licensee stipulated to the violation. The sole issue before the Commission was whether the penalty imposed by the Local Board was arbitrary and capricious. (Ex. 1)

6. By decision dated, April 23, 2014, the ABCC disapproved the action of the Local Board and remanded the matter with the recommendation that the license be suspended for 20 days, *nunc pro tunc*. The ABCC also recommended that Arslan submit an application for a change of manager. (Ex. 1)
7. The facts in the April 23, 2014 Commission Decision, are incorporated herein by reference as if expressly set forth. (Ex. 1)
8. On July 1, 2014, at a hearing on remand, the Local Board again voted unanimously to revoke Arslan's liquor license, upholding their prior decision and took no action on the application for change of manager. (Ex. 2)
9. Thereafter, the Licensee timely filed a Petition for reappeal. (Commission Records)
10. On Wednesday, October 22, 2014, the Commission held a hearing pursuant to M.G.L. c. 138, §67 on Arslan's reappeal from the action of the Local Board for failing to reinstate the license and denying the Licensee's application for a change of manager,. (Ex. 1)

DISCUSSION

M.G.L. c. 138, §67, provides that “[a]ny person who is aggrieved by the action of the local licensing authorities in modifying, suspending, cancelling, revoking or declaring forfeited their license, may appeal therefrom to the Commission If the Commission approves the action of the local licensing authorities it shall issue notice to them to that effect, but if the Commission disapproves of their action it shall issue a decision in writing advising said local authorities of the reasons why it does not approve (said action) and shall then remand the matter to the said local authorities for further action.” The Commission held a hearing and issued a written decision on April 23, 2014 disapproving the action of the Grafton Licensing Board.

“After receipt by the local licensing authorities of a decision from the commission ... any licensee who is aggrieved by the action of the local licensing authorities ... revoking ... a license ... may, if the said local licensing authority fails within five days after receipt of said decision to take the action recommended therein, again appeal to the commission...” *Id.* The Local Board failed to take the recommended action within five days. In fact it held a subsequent hearing on this matter on July 1, 2014, approximately two months later, and upheld its prior decision. Thereafter, the Licensee filed a request for a reappeal.

“In the event of such reappeal, the commission shall hold a hearing on such reappeal, requiring ...notice to be given to all interested parties.” *Id.* The Commission held a hearing on the reappeal on October 22, 2014. During the hearing, the parties agreed upon the facts, and engaged in argument only. The Commission's objection to the penalty imposed by the Local Board remains the same.

For the reasons expressed in the prior Commission Decision dated April 23, 2014, which is incorporated herein by reference as if expressly set forth, the Commission again DISAPPROVES the action of the respondent in failing to adopt the Commission's recommendation. The Commission's decision on reappeal disapproving the action of the local licensing authorities is final. *Id.*

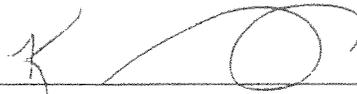
CONCLUSION

The Local Board is hereby ordered pursuant to the pertinent provisions of M.G.L. c. 138, §67 to reinstate Arslan, Inc.'s license for 2014 and issue the license on or before November 12, 2014. The Local Board shall also issue a renewal notification for 2015 simultaneously.

If the Local Board fails to issue Arslan a license for 2014, the Commission will exercise its statutory authority pursuant to the provisions of M.G.L. c. 138, § 67, paragraph 6 and issue to Arslan Inc. a license for 2014. Pursuant to M.G.L. c. 138, § 67, this license has the same force and effect as if issued by the respondent.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

Kim S. Gainsboro, Chairman



Kathleen McNally, Commissioner



Dated: November 5, 2014

You have the right to appeal this decision to the Superior Courts under the provisions of Chapter 30A of the Massachusetts General Laws within thirty (30) days of receipt of this decision.

cc: David L. Rubin, Esq. via fax 888-872-5560
Ginny Kremer, Esq. via fax 978-371-2296
Frederick G. Mahony, Chief Investigator
Administration
File





OFFICE OF THE
TOWN ADMINISTRATOR

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

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

TO: Brook Padgett
Board of Selectmen

DATE: November 5, 2014

SUBJECT: Maria Mast Conservation Agent

As you know I have been interviewing to fill the Conservation Agent position since Linda Dettloff retired two months ago. Attached is a resume for Maria Mast from Grafton who I have selected to be the new agent. Maria interviewed with staff, the chair of Conservation-Sandy Brook and then with me. We had many good candidates but Maria is the best person for the job.

Here are a few reasons I made this selection:

Joe Laydon and I agree that in our time here, we have observed a need for more input from conservation in the areas of economic development, residential development, coordination of open space, helping current residents obtain permits for simple projects without having to hire a consultant and preservation of natural resources. These are areas that a full-time agent will be able to accomplish our goals, in addition to the regular duties associated with upholding the wetlands bylaw.

For example, when we met the other day about development potential along Route 30, we identified the presence of wetlands on state parcels. The agent should be our resource to help analyze parcels and assist in moving forward an economic development/ land use plan.

The Town has also raised questions on whether the policies that are in place should be revised or relaxed. With a part-time person, this will be difficult as enforcement and administration of the wetlands bylaw occupy the majority of their time. Revising regulations and processes, and coordination of conservation approvals with other town development processes is a full-time responsibility.

Lastly, with a full-time conservation agent, the town could be proactive and develop a land management and stewardship program for maintaining trails and resources. Currently the only mapping of trails is done by the Grafton Land Trust. I think the town

has a huge resource and is not inventorying and promoting the use and management of its open space. The agent will be able to coordinate activities of the Open Space and Recreation Plan committee and move the process forward more expeditiously.

My appointment, Maria Mast, will work with people to promote a balanced approach to Economic Development. She is a very experienced public presenter/educator. She will bring expertise in MS4 for storm water; these regulations are more than current staff can handle. The storm water requirements are substantial and having qualified staff to assist in compliance will be critical to saving in consulting fees.

Finally, we can offset costs by partnering with Upton when their contract expires with Ashland. Currently, Upton contracts with Ashland for 10 hours per week of their Conservation Agent. When that contract expires on June 30, 2015, Upton has expressed interest in contract with Grafton for those services.

If we want to make fundamental changes to the operations of the department and protect our valuable natural resources, we will need a full-time agent.

I hope you will support my appointment of Maria Mast on the 18th. Her start date is December 8, 2014.

The appointment of Marilyn Cusher to the Board of Library Trustees will finish Henry Poler's term, who resigned as of July 1, 2014. This seat will expire 6/30/16.



TOWN OF GRAFTON

DATE: OCTOBER 14, 2014

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

All States Asphalt
325 Amherst Rd., P.O. Box 91
Sunderland, Ma 01375

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

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supply Liquid Calcium.

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$1.04 per gallon delivered

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 the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

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

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

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2015, unless extended, in writing, at the sole

discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

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

8. Permits and Approvals:

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

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor 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.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the

Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

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

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

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 30, Sec. 39, *et seq.* - Public Works 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 shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or

mental handicap or sexual orientation.

- 15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:
- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
 - (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
 - (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
 - (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
 - (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
 - (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
 - (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.
- 15.2 The Contractor, 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 writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

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

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

16. Assignment:

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

17. Condition of Enforceability Against the Town:

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

18. Corporate Contractor:

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

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

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

21. Indemnification:

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, regardless of whether or not it is caused in part by any party indemnified hereunder. 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.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 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 termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

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

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

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

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

27. Waiver and Amendment

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

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

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

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

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

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: ALL STATES ASPHALT, INC.

Chairman, Board of Selectmen


Signature

10/21/14

Date

Alan L. Chicoine, Division Manager

Print Name & Title

Certified as to Form:

Town Counsel Date

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:



Print Name Alan L. Chicoine

Division Manager

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Alan L. Chicoine _____, authorized signatory for
name of signatory

All States Asphalt, Inc. _____, whose
name of contractor

principal place of business is at 325 Amherst Rd., Sunderland, MA 01375 _____,

that All States Asphalt, Inc. _____ does hereby certify under the pains and penalties of perjury
name of contractor has 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.



Signature
Alan L. Chicoine
Division Manager

10/21/14

Date



All States Asphalt, Inc.

All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

CORPORATION CERTIFICATE TO ACTION

I, **Rebecca A. Bland**, do hereby certify:

THAT I am the Assistant Clerk of All States Asphalt, Inc., and Subsidiaries, a Massachusetts Corporation having its usual place of business in Sunderland, Massachusetts;

THAT pursuant to prior authority granted by the Directors of All States Asphalt, Inc., and Subsidiaries, pursuant to Massachusetts General Laws Chapter 156B, Section 59, the following continuing and durable power and authority has been

VOTED: That **Richard J. Miller**, or **Alan L. Chicoine**, or either of them, is authorized and empowered to alone, make, enter into, sign, seal, and deliver on its behalf, all bids, offers, and resulting contracts and agreements on behalf of the Corporation and lawfully obligate it in connection therewith.

I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed, and is in full force and effect as of this date; and that the said **Richard J. Miller** and **Alan L. Chicoine** remain as authorized agents of the Corporation for such purposes, without exception.

Seal

ATTEST:

October 21, 2014

Date


Assistant Clerk – Rebecca A. Bland

TOWN OF GRAFTON

DATE: OCTOBER 14, 2014

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

Morton Salt, Inc.
123 N. Wacker Drive
Chicago, IL 60606-1743

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

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supple salt as the Secondary supplier

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$72.53 per ton delivered

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 the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

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

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

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2015, unless extended, in writing, at the sole

discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

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

8. Permits and Approvals:

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

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor 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.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the

Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

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

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

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 30, Sec. 39, *et seq.* - Public Works 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 shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or

mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, 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 writing 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.

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

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19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

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

21. Indemnification:

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, regardless of whether or not it is caused in part by any party indemnified hereunder. 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.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 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 termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

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

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

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

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

27. Waiver and Amendment

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

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

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

33. Supplemental Conditions:

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

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

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

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:

Chairman, Board of Selectmen

Anthony T. Patton 11-12-14
Signature Date
Anthony T. Patton
Mgr. U.S. Gov. Bulk Deicing Sales
Print Name & Title & Marketing

Leah Pittacora
Leah Pittacora
Project Manager Ice Control Salt Group

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2014

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 Willis of Illinois, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Morton Salt, Inc. Attn: Marcia Paulsen 123 N. Wacker Drive Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: HDI-Gerling America Insurance Company		41343-001
	INSURER B: Zurich American Insurance Company		16535-005
	INSURER C: American Zurich Insurance Company		40142-002
	INSURER D: Zurich American Insurance Company		16535-000
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 22347006

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		GLD11429-04	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		BAP622120900	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 6221212 00	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6221213 00	1/1/2014	1/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
D				EWS 6221214 00	1/1/2014	1/1/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OH WC Policy #EWS 6221214 00: OH-SIR \$500,000.

Town of Grafton is included as an Additional Insured as respects to General Liability and Auto Liability where required by contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Grafton 30 Providence Road Grafton, MA 01519	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 <i>Andrew Paris</i>

Named Insured: Morton Salt, Inc.

