



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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

**BOARD OF SELECTMEN
MEETING**

December 15, 2015
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) Grafton Flea Market – Liquor License Hearing
- b) Pole Petition- National Grid Continuance of Sibley Street Petition

2. APPOINTMENTS

Town Administrator

- a) Derek Grandinetti – Part Time Custodian

3. RESIGNATIONS

- a) Dawn E. Legassey (Retirement) - Grafton Police Department Dispatcher

4. NEW BUSINESS

- a) PATH Grant Application-Transit Oriented Development Feasibility Project at Route 30/ Pine Street.
- b) Vote to Sign Bargmann & Archtype Inc. Contract for Feasibility Study to Renovate 26 Providence Road (Old Police Station)
- c) Vote to Sign Cell Tower Lease – Creeper Hill Road
- d) Vote to Sign Dixon Salo Change Order – One Grafton Common
- e) 2016 Annual License Renewal – As Per List

f) Electricity Aggregation – Draft Special Town Meeting Article

g) Town Administrator Evaluation

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE -None

7. DISCUSSION

8. MEETING MINUTES

11/17

12/1

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

Grafton Flea Market – Liquor License Hearing

If the Board is in agreement, the Board will vote to grant Grafton Flea Market a Liquor License.



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519

Telephone (508) 839-8517 • Fax (508) 839-8562

www.graftonpolice.com

Normand A. Crepeau, Jr.
Chief of Police

DATE: November 4, 2015
TO: Timothy P. McInerney – Town Administrator
SUBJECT: Liquor License Application for Grafton Flea Market

The Grafton Police Department opposes the granting of a *General On-Premises* license for *Wines & Malt Beverages* to Michael G. Peters, Inc. (DBA Grafton Flea Market) for the following reasons:

1. According to information received, a General On-Premises license has to be issued to an individual person and not a corporation. The applicant is listed as Michael G. Peters, Inc.
2. There are no actual rooms for service or seating. As set forth in Chapter 138 Section 12; ...In any city or town wherein the granting of licenses under this section to sell alcoholic beverages or wines and malt beverages is authorized, a person may be granted a general on-premise license by the local licensing authorities, subject to the prior approval of the commission, authorizing him to sell alcoholic beverages without food to patrons and customers subject to all other relevant provisions of this chapter, provided that such beverages shall be sold and drunk in such rooms as the licensing authorities may approve in writing...
3. The license may be issued or denied based on public need. The venue is a flea market open to the public including individuals under the age of 21. The proposed serving area is a shed and the seating area is enclosed by a fence. Given the large number of people who attend the flea market at any given time, it would be difficult to control off premises consumption or monitor patrons who are under 21 who happen to “wander” into the seating area. The application in no way addresses how management will prevent underage drinking or off premises consumption.
4. It is assumed that alcoholic beverages will be stored in shed on site when market is closed. Beverages may not be transported off-premises once delivered. Therefore, no one will be on premises six days a week thus making the storage shed a target for breaking and entering and theft.
5. Hours of operation. While I await a definitive answer from ABCC, it is my understanding that alcoholic beverages may be only served for on-premises consumption on Sundays starting at 11:00 am. Hours would therefore be 11:00 am – 4:00 pm.

From: Ginny Kremer <ginny@bbmatlaw.com>
Sent: Monday, November 16, 2015 1:42 PM
To: Cindy Ide; Laura St John Dupuis
Subject: Please forward to Chief Crepeau

Hi Chief:

With respect to our conversation concerning the liquor license application for the Grafton Flea Market and your memo to Tim dated 11/4/15, here is what I found.

1. You are correct; licenses issued under G.L. c. 138, § 12 must be issued to an individual person, not a corporation.
2. The type of license sought is General On Premises under § 12, ¶ 13, which states in relevant part: “a person may be granted a general on-premises license . . . authorizing him to sell alcoholic beverages without food . . . provided that such beverages shall be sold and drunk in such rooms as the licensing authorities may approve in writing.” (emphasis supplied). Since G.L. c. 138 does not contain a definition of the word “room,” the common definition of that word should be used. The first definition in Merriam Webster’s On-Line dictionary is as follows: “a part of the inside of a building that is divided from other areas by walls and a door and that has its own floor and ceiling.” The outdoor seating area depicted in the application fails to meet this definition in several respects, and thus such a seating area appears ineligible for a general on-premises license under the statutory language of section 12.

I think that addresses your questions. Please let me know if you would like to further discuss this matter.

Thanks,
Ginny

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

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

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OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

RECEIVED TOWN CLERK
GRAFTON, MA

2015 NOV 20 AM 11 02

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

LEGAL NOTICE

BOARD OF SELECTMEN

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Michael G. Peters, d/b/a Grafton Flea Market, 185 Blackstone Street, Mendon MA 01756 for a Beer and Wines Alcoholic License at premises located at 296 Upton Street, Grafton, MA 01519.

Premises to be licensed are located at 296 Upton Street, as shown on a plan on file in the Board of Selectmen's office.

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, December 15, 2015 at their meeting beginning at 7:00 PM

Grafton Board of Selectmen

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

Published November 25, 2015
Grafton News
Town Bulletin Board



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) §15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other <input type="text"/> | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Grafton

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Michael G. Peters Inc.

B. Business Name (if different) : Grafton Flea Market

C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 296 Upton Street

City/Town: Grafton

State: MA

Zip: 01519

F. Business Phone: (508) 839-3317

G. Cell Phone:

H. Email: mpeters0881@yahoo.com

I. Website: graftonflea.com

J. Mailing address (If different from E.): 185 Blackstone Street

City/Town: Mendon

State: MA

Zip: 01756

2. TRANSACTION:

- New License New Officer/Director Transfer of Stock Issuance of Stock Pledge of Stock
 Transfer of License New Stockholder Management/Operating Agreement Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual (6) Day to (7)-Day License Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- §12 Restaurant §12 Hotel §12 Club §12 Veterans Club §12 Continuing Care Retirement Community
 §12 General On-Premises §12 Tavern (No Sundays) §15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages Wines & Malt Beverages Wines Malt
 Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Henry J. Lane, Lane and Hamer, P.C.
ADDRESS: 100 Main Street
CITY/TOWN: Whitinsville STATE: MA ZIP CODE: 01588
CONTACT PHONE NUMBER: (508) 234-4400 FAX NUMBER: (508) 234-4966
EMAIL: hlane@laneandhamer.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

A 12' x 22' (264 sq. ft) 1 room shed with sales window, 1 employee entrance/exist, and 1 delivery overhead door; fenced in outdoor seating area 40' x 50' (2,000 sq. ft). with 2 entrances/exists.

Total Square Footage: 2,264 Number of Entrances: 2 Number of Exits: 2
Occupancy Number: 60 Seating Capacity: 60

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Corporation Other:

Name: Grafton Flea Market, Inc. Phone: (508) 839-2217

Address: P.O. Box 206 City/Town: Grafton State: MA Zip: 01519

Initial Lease Term: Beginning Date July 1, 2010 Ending Date open

Renewal Term: Options/Extensions at: Years Each

Rent: 12,000.00 Per Year Rent: 1,000.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales? Yes No

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n):

Corporation

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

7/12/2010

State of Incorporation/Organization: Massachusetts

Is the Corporation publicly traded? Yes No **10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license.

IMPORTANT ATTACHMENTS (4):A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
Michael G. Peters	Pres., Treas., Sec., Director	100%	

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

- 1. Are you a U.S. Citizen? Yes No
- 2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

- 1. Are all Directors/LLC Managers U.S. Citizens? Yes No
- 2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
- 3. Is the License Manager a U.S. Citizen? Yes No

C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

- 1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

- 1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
- 2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	
C. Costs of Renovations/Construction:	10,000.00
D. Initial Start-Up Costs:	
E. Purchase Price for Inventory:	2,500.00
F. Other: (Specify)	
G: TOTAL COST	12,500.00
H. TOTAL CASH	12,500.00
I. TOTAL AMOUNT FINANCED	- 0 -

IMPORTANT ATTACHMENTS (5): Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Cash on hand

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan:

3. Interest Rate:

4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (6): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

A 12' x 22' shed with and outside seating area 40' x 50' to be constructed.

21. ANTICIPATED OPENING DATE:

November 8, 2015

**IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED**

APPLICANT'S STATEMENT

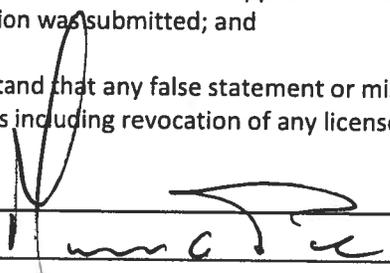
I, Michael G. Peters the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of Michael G. Peters, Inc., hereby submit this application for wine and malt beverage license
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

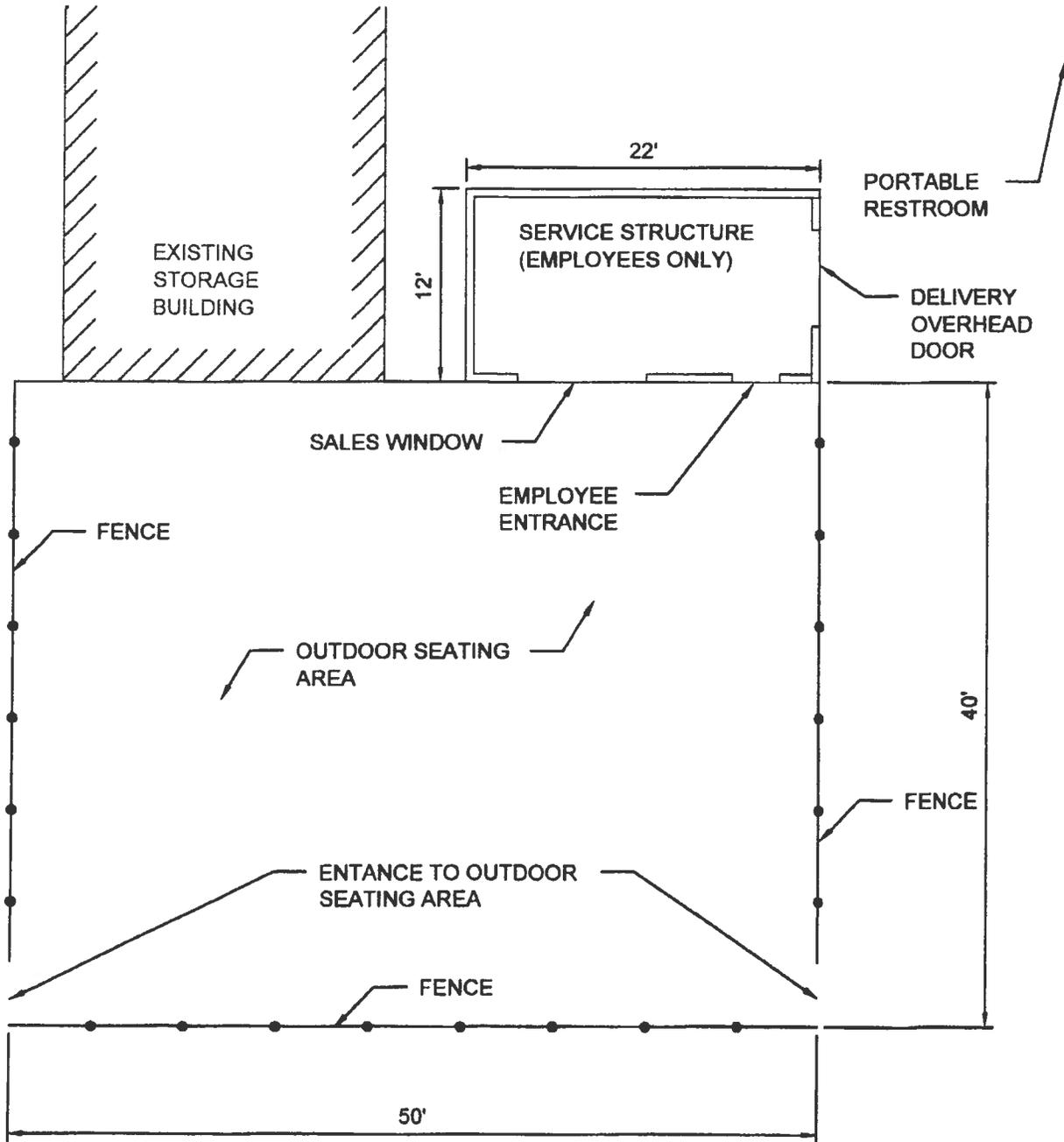
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 10/19/15

Title: President



MIDPOINT
ENGINEERING + CONSULTING

826 SOUTHBRIDGE STREET
AUBURN, MA 01501
(508) 721-1900
pdoherty@midpointengineering.com

EXHIBIT B 4/29/2015

Floor Plan
Grafton Flea Market, Inc
296 Upton Street
Grafton, MA



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. List your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Michael G. Peters, Inc.	B. Business Name (dba)	Grafton Flea Market	
Address	185 Blackstone Street	D. ABCC License Number (If existing licensee)		
City/Town	Mendon	State	MA	Zip Code 01756
F. Phone Number of Premise	508/839-2217	G. EIN of License	27-3018940	

2. PERSONAL INFORMATION:

A. Individual Name	Michael G. Peters	B. Home Phone Number	508/789-1470	
C. Address	185 Blackstone Street			
D. City/Town	Mendon	State	MA	Zip Code 01756
E. Social Security Number	[REDACTED]	F. Date of Birth	[REDACTED]	
G. Place of Employment	Grafton Flea Market			

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime?

Yes No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license (i.e. percentage ownership).

Own 100% of the stock of applicant.

*If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

[Handwritten Signature]

Date

10/19/15

Title

President

(If Corporation/LLC Representative)



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Michael G. Peters, Inc.	CITY/TOWN: Grafton
---	--	--	--------------------

APPLICANT INFORMATION

LAST NAME: Peters	FIRST NAME: Michael	MIDDLE NAME: G
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Framingham, MA	
DATE OF BIRTH: [REDACTED]	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: [REDACTED]	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: [REDACTED]	WEIGHT: [REDACTED]
CURRENT ADDRESS: 185 Blackstone Street		
CITY/TOWN: Mendon	STATE: MA	ZIP: 01756
FORMER ADDRESS: [REDACTED]		
CITY/TOWN: [REDACTED]	STATE: [REDACTED]	ZIP: [REDACTED]

PRINT AND SIGN

PRINTED NAME: Michael G. Peters	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------------	-------------------------------

NOTARY INFORMATION

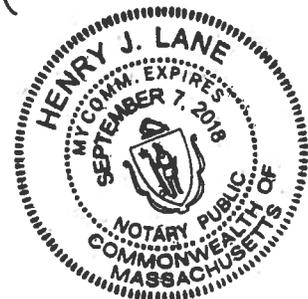
On this October 19, 2015 before me, the undersigned notary public, personally appeared Michael G. Peters (name of document signer), proved to me through satisfactory evidence of identification, which were personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY: [REDACTED]
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.



Miles

The Commonwealth of Massachusetts

UNITED STATES OF AMERICA

Certificate of Birth

I, the undersigned, hereby certify that I am the Clerk of the TOWN
of MILFORD, County of WORCESTER, and Commonwealth of Massachusetts;
that as such I have custody of the records of Birth required by law to be kept in my office; that among
such records is one relating to the birth of Michael Gregory Peters
and that the following is a true copy of so much of said record as relates to said birth, namely:

1. Name of Child	Michael Gregory Peters
2. Date & Time of Birth	[REDACTED]
3. Place of Birth	Framingham Union Hospital, Framingham, Mass.
4. Sex	Male Color White If Twin
5. Name of Father	[REDACTED]
6. Residence of Father	Milford, Mass.
7. Birthplace of Father	Milford, Mass.
8. Occupation of Father	Head Salesman
9. Name of Mother	[REDACTED] Nee [REDACTED]
10. Residence of Mother	Milford, Mass.
11. Birthplace of Mother	Milford, Mass.
12. Occupation of Mother	[REDACTED]
13. Date of Record	[REDACTED]
14. Date of Amendment	[REDACTED]

And I do hereby certify that the foregoing is a true copy from said records.

Witness my hand and seal of said Town of Milford

on this 30th day of April 1984

Anna M. Beyer
Clerk

Year 1963
Vol. 14
Page 20
No. 570

MICHAEL G. PETERS, INC.

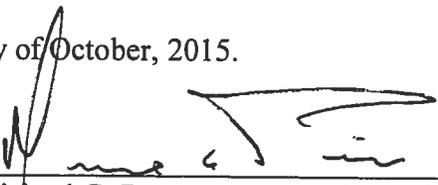
ACTION BY SHAREHOLDERS AND DIRECTORS

I, **MICHAEL G. PETERS**, being the sole shareholder and director of **MICHAEL G. PETERS, INC.** do hereby take the following action in lieu of a special meeting of the shareholders and directors.

1. **MICHAEL G. PETERS, INC.** is hereby authorized to apply for a license to sell wines and malt beverages (General on Premises) at the Grafton Flea Market at 296 Upton Street, Grafton, MA, and the corporation hereby authorizes Michael G. Peters, its President and chief officer to apply for said license.
2. The corporation hereby appoints Michael G. Peters to be the manager of the Grafton Flea Market and its wine and malt beverage service at 296 Upton Street, Grafton, MA.
3. The appointment of Michael G. Peters as manager of the Grafton Flea Market and its alcoholic beverage service shall be active until a change in manager has been approved by the local licensing authority.

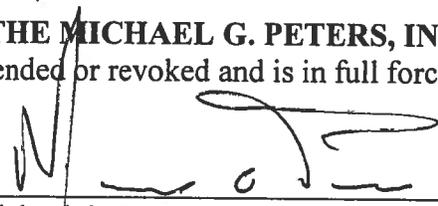
The foregoing action was taken on October 15, 2015, and shall be construed as a duly adopted vote of the shareholders and director(s) of the corporation.

Witness my hand and seal, this 19th day of October, 2015.



Michael G. Peters, Stockholder and Director

I, Michel G. Peters, Secretary of **THE MICHAEL G. PETERS, INC.** certify that the foregoing vote has not been amended or revoked and is in full force and effect.



Michael G. Peters, Secretary

October 19, 2015

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066
BOSTON, MA 02204



MARK E. NUNNELLY, COMMISSIONER
CHARLENE HANNAFORD, ACTING DEPUTY COMMISSIONER

MICHAEL G PETERS, INC
185 BLACKSTONE STREET
MENDON, MA 01756

T/P ID 273018940
Date 10/29/2015
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C,
SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "Charlene Hannaford", written in a cursive style.

Charlene Hannaford, Acting Deputy Commissioner

COMMERCIAL LEASE

Lease Agreement entered into this 4th day of August, 2010, by and between GRAFTON FLEA MARKET, INC., a Massachusetts corporation with a mailing address of P.O. Box 206, Grafton, MA 01519 (hereinafter referred to as the "Lessor") and MICHAEL G. PETERS, INC., a duly organized and existing Massachusetts corporation with a principal place of business at 296 Upton Street, Grafton, Massachusetts 01519 (hereinafter referred to as the "Lessee").

1. Premises. The Lessor does hereby lease, demise, and let unto the Lessee a that certain parcel of property with all buildings and improvements thereon, to be further described and delineated on Exhibit "A" attached hereto, containing two (2) structures and located at 289-296 Upton Street, Grafton, Massachusetts (the "Premises" or "Demised Premises") as shown on the plan attached hereto as Exhibit "A", together with the right to use and access all driveways, means of ingress and egress and all parking areas designated on the attached plan (the "Leased Premises"). The Leased Premises are leased subject to all easements, covenants, rights and restrictions of record.

2. "As-is". Lessor shall not be required to make any repairs, perform any work, install any fixtures or equipment or render any service to make the Leased Premises ready or suitable for Lessee's use or occupancy. Lessor hereby delivers to Lessee and Lessee hereby accepts from Lessor, the Leased Premises, "as-is", with all faults.

3. Term. The term of the Lease shall be for one year commencing on August 1, 2010 (the "Commencement Date") and ending on July 31, 2011; provided, however, that the term shall be automatically renewed, unless Lessor shall, in its sole discretion, provide written notice to Lessee sixty (60) days before the end of any term, that it wishes to terminate said lease at the expiration of that current term, which when done, shall become the termination of lease (the "Termination Date").

4. Rental. The Base Rent shall be as follows:

Lease Years 1-5	Annual-\$12,000.00	Monthly-\$1,000.00
Lease Years 6-Termination	Annual-TBD (see below)	

All rent shall be due and payable on the first day of each month in advance. Upon Lessee's execution of this Lease, the Lessee shall pay the Lessor the first month's rent in the amount of \$1,000.00 No Security Deposit shall be required..

4.01 Additional Rent. All other sums as shall become due and payable by Lessee to Lessor under this Lease shall be considered additional rent ("Additional Rent"). Lessee

shall pay the Rental to Lessor at Lessor's address first set forth hereinabove, or at such other place as Lessor may designate in writing from time to time, without any deduction, reduction, recoupment or set-off whatsoever and, except as otherwise expressly provided hereunder, without any statement whatsoever.

4.02 Interest. If Lessee shall fail to pay when due any Rental within ten (10) days of the date due and payable, Lessee shall pay to Lessor, as Additional Rent, interest on the unpaid Rental, such interest accruing at the rate of three percent (3%) above the prime rate of interest, as reported by the Wall Street Journal, from the date due until the date paid.

4.03 Late Charge. If Lessee shall fail to pay when due any Rental within ten (10) days of the date of receipt of notice from Lessor that the same was due and unpaid, then Lessee shall pay to Lessor, as Additional Rent, a late charge equal to four (4%) percent of the unpaid Rental, as an agreed and liquidated amount as compensation for Lessor's additional administrative expenses relating to such late payment. The provisions of this are in addition to any other remedies available to Lessor with respect to non-payment of Rental.

5. Utilities and Services. Lessee shall pay when due all costs, charges, deposits and assessments related to the hook-up, furnishing, consumption, maintenance and installations of water, water pressure, gas, electricity, fuel, light, heat, power, telephone, sanitary and storm sewer, rubbish and trash removal and any other utilities or services (collectively, "Utilities") attributable to or servicing the Leased Premises, whether located in or outside the Leased Premises. Except for Lessor's negligent or otherwise tortious acts, Lessor shall have no liability to Lessee or any other party for any inadequacy, cessation, or interruption of any Utilities. Lessee shall not install or utilize any equipment which may or will exceed or overload the capacity of any Utilities furnished or servicing the Premises.

6. Common Areas. Lessor grants to Lessee a non-exclusive license to use the entrances, exits, parking areas, sidewalks and other portions of the Common Area (as hereinafter defined) as they are or may be from time to time constituted and designated by Lessor for the common usage of Lessor and the Lessee and their respective successors, assignees, employees, agents, customers, invitees and licensees. "Common Area" shall mean, but not necessarily be limited to, (i) that part of the Premises on which no building is constructed for rental to the general public, (ii) all areas and space provided by Lessor for the common or joint use and benefit of Lessee in the Leased Premises and its employees, agents, customers and other invitees, including parking areas, access roads, driveways, retaining walls, landscaped areas, storage areas, outside courts and curb cuts and (iii) off-site improvements (such as, by way of illustration only, access drives, traffic lights, private or public sewage treatment plants,

sewer connections, pipes and appurtenances and basins for the retention of run-off waters) which are necessary to the operation of the Leased Premises and which are required to be maintained by Lessor and shall be included in the definition of Common Area, but nothing contained in this Lease shall require the Lessor to carry insurance on such areas.

7. Taxes. The term "Taxes" shall mean all real estate taxes, assessments (including, without limitation, general and special governmental assessments for public improvements or benefits whether or not commenced or completed during the Term), sanitary and trash removal assessments, water charges, sewer rents and any and all other taxes and assessments levied or imposed against the land and/or buildings and improvements forming part of the Property or any portion thereof, by any governmental or quasi-governmental authority (and shall include, without limitation, voluntary payments in lieu of taxes), whether general or special, ordinary or extraordinary, unforeseen or foreseen, whether in lieu of or in addition to so called "real estate taxes", together with interest paid on any installment payments. Taxes shall not include any interest payable on account of Lessor's late payment of Taxes or any Taxes measured in whole or in part by, rents or gross receipts or in the nature of an excise, franchise, gift, estate, succession, inheritance or capital levy tax or tax on Lessor's income or profits (unless any of the foregoing taxes shall be in lieu of so called "real estate taxes" in which case such taxes shall be included in the definition of Taxes).

8.01 Real Estate Taxes. As Additional Rent, the Lessee shall pay to the Lessor hereunder, and without demand therefore, the annual Taxes assessed to and associated with the Demised Premises. Such payments shall be paid monthly to Lessor in addition to and in the same fashion as the Base Rent.

8.02 Tax Contests. Lessor may, in its sole discretion, elect to contest any and all Taxes, or negotiate with respect to the assessed valuation of the tax parcel on which the Leased Premises is situated.

9. Use and Operation of Leased Premises. The Lessee shall use the Leased Premises for the operation of a flea market which shall be open to the public. At all times during the Term, except if prevented from doing so by casualty or condemnation, Lessee shall continuously use, occupy and operate the Leased Premises for the Permitted Use and for no other use or purpose whatsoever. Any other purposes or uses may be undertaken only with written permission of the Lessor which consent shall not be unreasonably withheld or delayed. No trade or occupation shall be conducted on the demised premises or use made thereof which will be unlawful, improper, noisy, offensive, or contrary to any law or regulation, or any municipal by-law or ordinance in force in the town in which the demised premises are situated. The Lessee shall not permit any use of the Leased Premises which will make voidable any insurance on the

Property of which the Leased Premises are a part. The Lessee shall, on demand, reimburse the Lessor all extra insurance premiums caused by Lessee's use of the Leased Premises.

9.01 Refuse. Lessee shall keep all garbage, trash, rubbish or other refuse in pest-proof containers and shall remove and dispose of such garbage, trash, rubbish and refuse from the Leased Premises regularly.

9.02 Pest Control. Lessee shall keep the Leased Premises free from all pests, insects and vermin and shall arrange for appropriate extermination on a regular basis.

10. No Assignment or Subletting. Except as otherwise provided in this Section 10, and except for the permitting or licensing of vendors who shall be allowed to operate their retail sites on the Demised Premises, Lessee shall not assign or in any manner transfer, mortgage or encumber this Lease or any estate or interest therein, nor lease the Leased Premises or any part thereof or any right or privilege appurtenant thereto, nor allow anyone to conduct business at, upon or from the Leased Premises (whether as a franchisee, licensee, permittee, sublessee, department operator or otherwise) or to come in, by, through or under it, in all cases either by the voluntary or involuntary act of Lessee or by operation of law or otherwise. Except in the case of sales or transfers among existing shareholders of Lessee on the date hereof or redemption of stock by the Lessee corporation, the sale, issuance or transfer of any voting capital stock of Lessee, or of any corporate entity which directly or indirectly controls Lessee (if Lessee or such controlling corporate entity is a corporation the stock of which is not publicly traded), or any interest in any non-corporate entity which directly or indirectly controls Lessee, which results in a change in the direct or indirect voting control of Lessee, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section 10. If Lessee is a partnership, trust or unincorporated association, then the sale, issuance or transfer of a controlling interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, trust, unincorporated association, or corporation which directly or indirectly controls Lessee, or the transfer of any portion of any general partnership or managing interest in Lessee or in any such entity, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section 10. Any assignment, subletting, transfer or other act prohibited under this Section 10 shall be null and void and constitute a default under this Lease.

10.02 Lessee's Request to Assign or Sublet. If Lessee shall desire to assign this Lease or sublet all of the Leased Premises, Lessee shall, at least ninety (90) days prior to the effective date of any proposed assignment, or the commencement of the term of any proposed sublease, by notice given as provided in Section 25 ("Lessee's Notice"), furnish Lessor with (i) the name and address of the proposed sublessee or assignee; (ii) a description identifying the space to be sublet; (iii) the terms, conditions and consideration

of the proposed subletting or assignment; (iv) the nature and character of the business of the proposed sublessee or assignee and its proposed use of the Premises; (v) current financial information with respect to the proposed sublessee or assignee, including, without limitation, a current financial report; and (vi) any other information as Lessor may reasonably request with respect to the proposed sublessee or assignee.

10.03 Lessor's Consent. Upon Lessee's compliance with the provisions of Section 10.03, Lessor's consent shall not be unreasonably withheld to the proposed assignment or subletting, provided and upon condition that:

(i) the assignee or sublessee shall have a financial condition reasonably acceptable to Lessor;

(ii) the assignee or sublessee shall have a good business reputation;

(iii) the assignee or sublessee proposes to use the Leased Premises for the Permitted Use, or a use that (a) would not violate or conflict with any restrictions or then affecting the Premises; and (b) in Lessor's reasonable opinion would be appropriate given the Lessor's reservation of rights relative to the Premises;

(iv) Lessee shall not be in default under this Lease either at the time Lessor's consent to such assignment or subletting is requested or on the date of commencement of the term of such proposed sublease or on the effective date of the proposed assignment; and

(v) if a subletting, the subletting is made subject to all of the obligations of Lessee under this Lease and, without limiting the generality of the foregoing, the sublease specifically provides that there shall be no further subletting of the sublet premises or an assignment thereof other than in strict accordance with the terms of this Section 10.

10.04 Approved Sublettings. Lessee shall furnish Lessor with a copy of an executed counterpart of each sublease within ten (10) days after the date of its execution. No sublease shall be valid and no sublessee shall take possession of the Leased Premises or any part thereof until such executed counterpart has been delivered to Lessor. The form of sublease shall be acceptable to Lessor and shall provide for a sublease term ending not later than one (1) day prior to the expiration date of the Term. Such sublease shall further provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of a termination, reentry or dispossession by Lessor under this Lease, Lessor may, at its option, succeed to all of the right, title and interest of Lessee, as sublessor under such sublease, and such sublessee shall, at Lessor's option, attorn to Lessor pursuant to the then executory provisions of such sublease, provided, however, that Lessor shall not (i) be liable for any previous act or omission of Lessee under such sublease, (ii) be subject to any offset not expressly set

forth in such sublease which theretofore accrued to such sublessee against Lessee, or (iii) be bound by any previous prepayment of more than one month's fixed rent under such sublease.

10.05 Approved Assignments. Lessee shall furnish Lessor with a counterpart of each assignment within ten (10) days of the date of its execution. No assignment shall be binding upon Lessor and no assignee shall take possession of the Leased Premises or any part thereof (including, without limitation, a permitted assignee) unless Lessee shall, concurrent with the delivery of an executed counterpart of such assignment, deliver to Lessor an agreement executed by the assignee, in appropriate form for recording, whereby such assignee agrees unconditionally to be bound by and to perform all of the obligations of Lessee under this Lease arising after the date of the assignment and further agrees that notwithstanding such assignment, the provisions of this Section 10 shall continue to be binding upon such assignee with respect to all future assignments and transfers.

10.06 Lessor's Costs. Except in respect of transfers, Lessee shall pay, as Additional Rent, Lessor's reasonable out-of-pocket costs incurred in connection with any subletting or assignment proposed by Lessee, whether or not consented to by Lessor, including, without limitation, reasonable attorneys' fees and the costs of credit checks and reports, the total of the foregoing not to exceed Five Thousand Dollars (\$5,000.00) for each proposed subletting or assignment. Such Additional Rent shall be payable by Lessee within ten (10) days after Lessor's demand therefor.

10.07 Excess Consideration. Except in the event of an assignment to an entity purchasing substantially all of the assets of Lessee's business, in the event of any assignment or subletting under this Lease, Lessee shall pay to Lessor, as Additional Rent:

(a) in the case of an assignment, an amount equal to fifty percent (50%) of all sums paid to Lessee by the assignee for or by reason of such assignment, including, without limitation, sums paid for the sale of Lessee's Changes (including Lessee's trade fixtures), less the then net unamortized or undepreciated cost thereof determined on the basis of Lessee's federal income tax returns and less Lessee's other reasonable costs actually incurred in connection with the assignment, including reasonable brokerage and attorneys' fees; and

(b) in the case of a sublease, any rents, additional charges or other sums payable under the sublease to Lessee by the sublessee which exceed the Minimum Rent and Additional Rent accruing under this Lease during the term of the sublease in respect of the subleased space (at the rate per square foot of gross leasable area payable by Lessee under this Lease), including, without limitation, sums paid for the sale or rental of Lessee's Changes (including Lessee's trade fixtures), less, in the case of the sale thereof,

the then net unamortized or undepreciated cost thereof determined on the basis of Lessee's federal income tax returns) and less Lessee's other reasonable costs actually incurred in connection with the subletting, including reasonable brokerage and attorneys' fees and costs of outfitting the subleased premises for the sublessee. The sums payable under this Section 10.07 shall be paid to Lessor as and when payable by the assignee or sublessee as the case may be, to Lessee.

10.08 Lessee Remains Liable. Notwithstanding any assignment of this Lease or subletting of all or any portion of the Leased Premises, Lessee shall remain fully liable for the payment of the Rental due and to become due under this Lease and the terms, provisions, and conditions contained in this Lease on the part of Lessee to be performed. The consent by Lessor to an assignment or subletting shall not in any way be construed to relieve Lessee from its obligation to obtain the consent in writing of Lessor to any further assignment or subletting. If Lessee assigns, transfers, mortgages or encumbers this Lease or any interest therein or sublets all or any portion of the Leased Premises in violation of the provisions of this Section 10, or if the Leased Premises are occupied by anyone other than Lessee, Lessor may collect rent from any such assignee, sublessee or anyone who claims a right to this Lease or who occupies the Leased Premises, and Lessor may apply the net amount collected to the Rental, and no such collection shall be deemed a waiver by Lessor of any of the terms, provisions, and conditions contained in this Section 10 nor an acceptance by Lessor of any such assignee, sublessee, claimant or occupant as Lessee, nor be deemed to release Lessee from the further performance of all of Lessee's obligations under this Lease. If Lessor shall decline to give its consent to any proposed assignment or subletting, Lessee shall indemnify and hold harmless and defend Lessor from and against any Liabilities arising from or relating to any claims that may be made against Lessor by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

11. Compliance with Laws. Lessee, at Lessee's sole cost and expense, shall promptly comply with all present and future laws, statutes, ordinances, codes, rules and regulations of any governmental or quasi-governmental authority having jurisdictions over the Premises (collectively, "Laws") affecting or applicable to (i) Lessee's manner of use of the Premises or Lessee's Changes, or (ii) Lessee's business conducted in the Leased Premises, whether or not any such Laws are foreseen or unforeseen, ordinary or extraordinary, or shall interfere with the use and enjoyment of the Leased Premises, provided, however, that such compliance shall be required by virtue of Lessee's manner of use of the Leased Premises or Lessee's Changes. Upon Lessor's written request, Lessee shall deliver to Lessor true and complete copies of any and all permits, licenses and/or certificates required for the lawful conduct of Lessee's business in the Leased Premises.

12. Lessor's Obligations. Except as otherwise provided in this Lease, from and after the Commencement Date, Lessor shall have no maintenance obligations with respect to the Leased Premises. Lessor shall not be required to make any improvements or repairs of any kind upon the Premises and appurtenances.

12.01 Lessee's Obligations. Lessee shall at Lessee's sole cost and expense, keep and maintain in first class appearance and in good order, condition and repair the Leased Premises and every part thereof, and any and all appurtenances thereto wherever located, including, without limitation, the exterior and interior surfaces of the walls, the exterior and interior portion of all doors, door frames, door checks, other entrances, windows, window frames, all plumbing and sewage facilities within the Premises (unless the need for repair arises as a result of activities outside the Premises) and free flow to the main septic system, fixtures, ventilation, heating and air conditioning and electrical systems serving the Leased Premises sprinklers, smoke detectors, wall coverings, floor coverings, ceilings and Lessee's Changes, and shall make all other interior repairs, replacements, renewals and restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, required to be made in and to the Leased Premises. The term "repair" as used in this Section 12 shall include replacements, and/or renovations, when necessary. Lessee shall surrender the Leased Premises at the expiration of the Term broom clean and in as good condition as when Lessee's Work was completed or in such better condition as the Leased Premises may be put during the Term, excepting only deterioration caused by ordinary wear and tear and damage resulting from fire and other casualty.

12.02 Additional Responsibilities of Lessee/Lessor. Lessee shall assume all responsibility for lawn care, parking lot maintenance and snow plowing at the Demised Premises.

12.03 Lessor's Performance of Lessee's Obligations. If Lessee fails to promptly perform, its obligations as set forth in Section 12.01 or 12.02, or if any repairs, replacement, rebuilding, painting, cleaning or maintenance to the Building or to the Leased Premises are made necessary in an emergency threatening imminent harm to life or property or by any act or omission of Lessee, its agents, employees, contractors and licensees, Lessor may (but shall not be obligated to) perform or cause to be performed such repairs, replacement, rebuilding, painting, cleaning, or maintenance (and, if necessary, Lessor may enter the Leased Premises to do so), and except for the gross negligence of Lessor, its agents, employees and contractors, without incurring any liability to Lessee for any damage caused thereby, and Lessee shall pay to Lessor upon demand, as Additional Rent, the actual costs incurred by Lessor thereby plus interest thereon at the Default Rate from the date incurred until the date paid.

13. Signs. The Lessee shall obtain the written consent of the Lessor before erecting any sign on the exterior of the Leased Premises. The Lessee shall continuously

maintain such sign in good condition and repair during the Term. Upon vacating the Leased Premises, Lessee shall remove the sign and repair any damage caused by such removal.

14. Improvements, Alterations and Additions. Prior to any initial improvements contemplated by the Lessor and Lessee, in all subsequent improvements, alterations and additions being made to the Leased Premises by Lessee, Lessee shall on each occasion obtain the Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Lessee shall provide to Lessor all architectural plans and specifications, building plans and specifications. Lessor approval shall not imply any acceptance, approval, or passing judgment as to code compliance, integrity or appropriateness of the improvements, alterations and additions. All improvements, alterations, additions shall be at Lessee's expense, be subject to Lessor's lien throughout the term of the Lease and at Lessor's option become the property of the Lessor at the expiration or earlier termination of the Lease. All improvements, alterations and additions shall be in compliance with all applicable law and performed in a good, workmanlike and first class manner. Unless expressly agreed otherwise, all improvements, alterations and additions shall become the property of the Lessor at the expiration or earlier termination of the Lease.

14.01 Requirements. Any improvements, alterations and additions approved by Lessor shall be performed in accordance with the following terms and conditions:

- (i) Lessee shall obtain all necessary permits and approvals required under applicable laws for the performance of Lessee's improvements, alterations and additions;
- (ii) Lessee shall perform Lessee's improvements, alterations and additions in a good and workmanlike manner and strictly in accordance with the drawings and specifications previously approved by Lessor;
- (iii) Lessee shall perform Lessee's improvements, alterations and additions only with licensed, insured and reputable contractors who have been approved by Lessor in advance of the commencement of the improvements, alterations and additions;
- (iv) Lessee shall, at its sole cost and expense, carry, or cause to be carried, (i) worker's compensation insurance in statutory limits covering all persons employed in connection with Lessee's improvements, alterations and additions, (ii) personal injury liability and property damage insurance in the aggregate sum of Two Million Dollars (\$2,000,000.00) per occurrence, and (iii) such other insurance and in such amounts, as Lessor shall deem reasonably necessary;

(v) Lessee shall obtain waivers of lien from all contractors, laborers and materialmen and shall discharge or bond, in accordance with the provisions of Section 14.02, any liens filed against the Property or the Leased Premises;

(vi) Lessee shall perform Lessee's improvements, alterations and additions in such a manner as shall not interfere with the Lessor's reserved rights to use the Premises as set forth in this Lease;

(vii) Lessee shall pay to Lessor, within ten (10) days of request therefor, the actual, reasonable, out-of-pocket costs incurred by Lessor in connection with Lessor's review of Lessee's drawings and specifications for Lessee's improvements, alteration and additions. No review or approval by Lessor of Lessee's drawings and specifications shall constitute any representation or warranty by Lessor as to the adequacy, correctness, efficiency, compliance with laws or any other aspect of such drawings and specifications;

(viii) Lessee shall hold harmless, indemnify and defend Lessor from and against any and all Liabilities arising from or relating to Lessee's improvements, alterations and additions.

14.02 Liens. Lessee shall pay promptly all persons furnishing labor or materials in connection with Lessee's alterations, improvements and additions. Lessee shall not suffer or permit any liens to be filed against the Premises or the Leased Premises or any portion thereof or against Lessee's leasehold estate therein, by reason of any work, labor, material or services done for, or supplied to or claimed to have been done for or supplied to Lessee or anyone claiming by, through or under Lessee. If any such lien shall be filed, Lessee shall, within twenty (20) days after notice from Lessor of the filing thereof, either cause such lien to be vacated and canceled of record or, if Lessee in good faith determines that such lien should be contested, furnish such security, by surety bond or otherwise, as may be necessary or prescribed by Laws to release the lien and prevent any foreclosure of such lien during the pendency of such contest. If Lessee shall fail to vacate or cause the release of any lien within twenty (20) days after notice from Lessor of the filing thereof, in addition to any other right or remedy of Lessor resulting from Lessee's default, Lessor may, but shall not be obligated to, vacate or release such lien either by paying the amount claimed to be due or by giving security or in such other manner as may be prescribed by Laws. Lessee shall pay to Lessor, on demand, all reasonable sums incurred by Lessor in connection therewith, including, without limitation, Lessor's costs, expenses and attorneys' fees, together with interest thereon at the Default Rate from the date incurred until the date paid.

14.03 Removal. All Lessee's improvements, alterations and additions shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment. Upon the termination of this Lease, Lessee shall not remove any of such

Lessee's improvements, alterations and additions, except that trade fixtures, furnishings and equipment installed by Lessee may be removed by Lessee provided that Lessee repairs any damage to the Leased Premises or the Building caused by such removal.

15. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance (as hereinafter defined) to be used, stored, generated or disposed of on, in or from the Premises by Lessee, its agents, employees, contractors, or licensees, without Lessor's prior consent, which may be withheld in Lessor's sole and uncontrolled discretion. If Hazardous Substances are used, stored, generated or disposed of on, in or from the Premises by Lessee, its agents, employees, contractors or licensees, whether or not permitted by Lessor, or if the Premises become contaminated in any manner as a result of the acts or negligent omissions of Lessee, its agents, employees, contractors or licensees, Lessee shall indemnify, hold harmless and defend Lessor from and against any and all Liabilities (which shall include, without limitation, a decrease in value of the Building, damages due to loss or restriction of leasable or usable space and damages due to adverse impact on marketing of the Premises or the Building), arising during or after the Term relating to such contamination. Such indemnification shall include, without limitation, all costs incurred by Lessor due to any investigation of the Building or any part thereof or any cleanup, removal or restoration, whether or not required by Laws. If Lessee causes or permits the presence of any Hazardous Substance on the Premises, Lessee shall promptly, at its sole expense, take all action necessary to return the Premises to the condition existing prior to the presence of such Hazardous Substance. Lessee shall obtain Lessor's prior consent to any such action and such action shall constitute Lessee's Changes, to be performed strictly in accordance with the terms and conditions of Section 15. As used in this Lease, "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive, or which is regulated by any governmental or quasi-governmental entity. Hazardous Substance includes all material or substances which are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to Laws. Hazardous substance includes, without limitation, asbestos, polychlorobiphenyls ("PCBs") and petroleum. The terms and conditions of this Section 15 shall survive the termination of this Lease.

16. Lessor's Access; Repairs. The Lessor and the Lessor's designees shall have the right to enter upon the Demised Premises during normal business hours for the purpose of inspecting the same and determining the need for repairs. If repairs are required to be made by the Lessee pursuant to the terms hereof, the Lessor may demand that the Lessee make the same forthwith, and if the Lessee refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, the Lessor may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to the Lessee for any loss or damage that may accrue to the Lessee's stock or business by reason thereof. If the Lessor makes or causes such necessary repairs to be made, the Lessee agrees to pay the Lessor forthwith, as additional

rent, for the cost thereof, and in default of such payment, the Lessor shall have the remedies provided herein as well as other remedies provided by law.

17. Lessee's Indemnification and Liability. The Lessee agrees to indemnify and save harmless the Lessor from and against all claims of whatever nature arising from any act, omission, or negligence of the Lessee or the Lessee's visitors, contractors, licensees, agents, servants or employees, resulting in injury or damage caused to any person, or to the property of any person, occurring during the term hereof in or about the Premises. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense, thereof, including reasonable attorneys' fees.

18. Insurance and Indemnity. Commencing on the date of Lessor's delivery of possession of the Premises to Lessee and continuing throughout the Term, Lessee, at its sole cost and expense, shall obtain and maintain in full force and effect, the following insurance coverage with respect to the Premises:

(i) Commercial general liability insurance, with contractual liability endorsement, with a combined single limit per occurrence for personal injury and property damage of not less than Two Million Dollars (\$2,000,000);

(ii) "Special Form" (formerly known as "all-risk") property insurance insuring loss of or damage to the Premises and all buildings systems and equipment and all Lessee's personal property located therein, including, without limitation, Lessee's goods, trade fixtures, equipment and inventory, written at 100% of replacement cost (exclusive of footings, foundations and underground utilities) with an "agreed amount" sufficient to avoid coinsurance;

(iii) Builder's Risk insurance as set forth in this Lease;

(iv) Boiler and Pressure Vessel insurance on all of Lessee's equipment, parts thereof and appurtenances attached or connected to the Premises which by reason of their use or existence are capable of bursting, erupting, collapsing or exploding, in the minimum amount of Five Hundred Thousand (\$500,000.00) Dollars for damage to property resulting from such perils;

(v) Worker's Compensation insurance as required by Laws; and

(vi) Such other insurance as reasonably requested by Lessor from time to time.

19. Lessee's Fire & Casualty Insurance-Equipment. The Lessee also agrees to keep the Lessee's furnishings, merchandise and equipment insured against loss or

damage by fire or other casualty. It is understood and agreed that the Lessee assumes all risks of damage to the Lessee's property arising from any cause whatsoever, including but not limited to loss by theft, other than damage caused by the negligence of the Lessor, its representatives, agents or employees. All such insurance policies shall contain a clause or endorsement which provides in substance that the insurance company waives any right of subrogation which it might otherwise have against the Lessor.

20. Fire, Casualty, Eminent Domain. Should a substantial portion of the Leased Premises, or of the Property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if:

A. The Lessor fails to give written notice within sixty (60) days of its intention to restore the Leased Premises; or

B. The Lessor fails to restore the Leased Premises to a condition substantially suitable for their intended use within One Hundred and Eighty (180) days of said fire, casualty or taking.

The Lessor reserves and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment.

20.01 Waiver of Direct Action and Subrogation. Lessor and Lessee hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage specifically insured against or required by the terms hereof to be insured or self-insured against by such party, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, except to the extent of a standard deductible under such policy.

20.02 Lessor's Insurance. Lessor shall at all times during the Term hereof maintain or cause to be maintained with respect to the Building:

(a) commercial general liability insurance, with contractual liability endorsement, with a combined single limit per occurrence for personal injury and property damage of not less than One Million Dollars (\$1,000,000); and

(b) casualty insurance insuring loss of or damage to the Premises and all

buildings systems and equipment located thereon on the date of delivery thereof to Lessee, written at 100% of replacement cost (exclusive of footings, foundations and underground utilities) with an "agreed amount" sufficient to avoid coinsurance.

20.03 Survival. This Section 20 shall survive the expiration or earlier termination of this Lease.

21. Bankruptcy or Insolvency of Lessee. To the extent permitted by law, this Lease, and the Term and estate hereby granted, are subject to the limitation that, whenever Lessee shall make an assignment for the benefit of creditors, or shall consent to, or acquiesce in, the appointment of a liquidator, receiver, trustee, or other custodian for itself or for the whole or any part of its properties or assets, or shall commence a voluntary case for relief under the United States Bankruptcy Code ("Bankruptcy Code") or file a petition or take advantage of any bankruptcy or insolvency act or applicable law of like import, or whenever an involuntary case under the Bankruptcy Code shall be commenced against Lessee, then, Lessor (a) at any time after Lessor learns of any such event, or (b) if such event occurs without the acquiescence of Lessee, at any time after the event continues for sixty (60) days, may give Lessee a notice of intention to end the Term upon the expiration of three (3) days from the date of service of such notice of intention, and upon the expiration of such three (3) day period, this Lease and the Term and estate hereby granted shall terminate with the same effect as if such date were the Expiration Date, provided, however, that Lessee shall remain liable for damages as provided in Section 24.

21.01 Rights and Obligations Under the Bankruptcy Code. Upon the filing of a petition by or against Lessee under the Bankruptcy Code, Lessee, as debtor and/or as debtor in possession, and any trustee who may be appointed, agree to perform each and every obligation of Lessee under this Lease, including, without limitation, the manner of "operation" as provided in this Lease, until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court. If this Lease is assumed, whether by Lessee or any trustee or by any assignee or successor to Lessee or such Trustee (the "Assuming Entity"), in addition to any other conditions or obligations imposed upon the Assuming Entity, shall be the following obligations and conditions: -

(i) the cure of any monetary defaults and the reimbursement of any pecuniary loss of Lessor, such cure to be made immediately upon entry of a court order providing for assumption by and/or assignment to the Assuming Entity;

(ii) the deposit of a sum equal to three (3) months' Minimum Rent and other charges, to be held (together with any then existing security deposit) pursuant to the terms of this Lease;

(iii) the use of the Leased Premises for the Permitted Use and the quantity and quantity remaining substantially unchanged;

(iv) the payment of Additional Rent which may then be due or which may thereafter become due pursuant to the provisions of this Lease;

(v) the Assuming Entity demonstrates in writing that it has sufficient background, including, without limitation, substantial hotel or Inn experience and financial ability to operate an upscale Inn at the Leased Premises in the manner contemplated in this Lease, and meets all other reasonable criteria of Lessor, as did Lessee at the time of the execution of this Lease;

(vi) the prior consent has been obtained of any mortgagee or holder of a deed of trust to which this Lease has been assigned as collateral security; and

(vii) no physical changes of any kind may be made to the Leased Premises unless in compliance with the applicable provisions of this Lease.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption as Lessor shall reasonably request.

22. Quiet Enjoyment. The Lessee, subject to the terms and provisions of this Lease and Lessor's Mortgagee, on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on the Lessee's part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or ejection by the Lessor or any persons claiming under the Lessor.

23. Re-entry. Lessor or Lessor's agents and employees may immediately or at any time thereafter re-enter the Leased Premises or any part thereof, in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution, or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Lessor may have, hold and enjoy the Leased Premises again as and of its first estate and interest therein. The word "re-enter" as used in this Section 23 is not restricted to its technical legal meaning. If this Lease is terminated under any provisions of this Lease, or if Lessor shall re-enter the Leased Premises under the provisions of this Section 23 or in the event of the termination of this Lease or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of Laws by reason of Lessee's default under this

Lease, Lessee shall pay to Lessor the Rental payable by to Lessor through the date of such termination, or through the date of such recovery of possession, as the case may be, and shall also pay to Lessor damages as provided in Section 25.

24.01 Other Remedies. In the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right of injunction. The special remedies to which Lessor may resort under this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may lawfully be entitled at any time under the laws of the Commonwealth Massachusetts, and Lessor may invoke any remedy allowed at law or in equity as if specific remedies were not provided for in this Lease.

24.02 Retention of Monies in Lessor's Possession. If this Lease is terminated for any reason, or if Lessor shall re-enter the Leased Premises under the provisions of this Section 24, or in the event of the termination of this Lease or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of Laws by reason of 's default under this Lease, Lessor shall be entitled to retain all monies, if any, paid by to Lessor, whether as advance Rental, security, or otherwise, but such monies shall be credited by Lessor against any Rental due from at the time of such termination or re-entry or, at Lessor's option, against any damages payable by Lessee under Section 24 or pursuant to Laws.

25. Measure of Damages. If this Lease is terminated under any provision of this Lease, or if Lessor shall re-enter the Leased Premises under the provisions of Section 23, or in the event of the termination of this Lease or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of laws by reason of Lessee's default under this Lease, shall pay to Lessor upon demand as damages, in a single lump sum; the total of:

(i) all Minimum Rent and Additional Rent due and payable and unpaid under this Lease as of the date of Lessor's re-entry, termination and/or dispossession by summary proceedings or otherwise;

(ii) all Additional Rent and damages payable pursuant to any provision of this Lease;

(iii) all reasonable costs and expenses incurred by Lessor in connection with its termination of this Lease and/or recovery of possession of the Leased Premises and/or in removing all persons and property therefrom and/or recovering from Lessee the Rent and damages specified in this Section 25 or any other sums and damages to which Lessor may be entitled under applicable Laws; and

(iv) all reasonable costs and expenses incurred by Lessor in curing any covenant or condition on the part of to be observed or performed under this Lease which shall have failed to perform as of the date of such termination or reentry absent termination.

In addition to the foregoing amounts, shall remain liable for and shall pay, on the days originally fixed under this Lease for the payment thereof, amounts equal to the installments of Rent reserved under this Lease as would, under the terms of this Lease, become due and payable if this Lease had not been terminated or Lessor had not re-entered the Leased Premises absent termination, whether the Leased Premises be relet, or remain vacant in whole or in part for the remainder of the Term of for a period less than the remainder of the lease term, up to but not exceeding the amount of any deficiency then existing after giving due credit for any net proceeds of any reletting after deducting all of Lessor's reasonable costs and expenses incurred in connection with such reletting of the Leased Premises or any portion thereof for the whole or any part of the remainder of the then current Term or for a longer period (which reletting Lessor may do at its election, either in its name or as agent for), including, without limitation, brokerage and attorneys' fees in connection with any new lease, and reasonable costs of Lessor in repairing or altering the Leased Premises for the new and any reasonable allowance or other concessions granted or paid by Lessor. The failure of Lessor to re-let the Leased Premises or any part thereof shall not release Lessee or affect Lessee's liability for damages. If the Leased Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot basis (for equivalent space) shall be made of the rent received from such reletting and of the expenses of reletting. Suits for the recovery of such deficiency or damages, or for a sum equal to any installment or installments of Rent payable under this Lease, may be brought by Lessor from time to time at Lessor's election, and nothing herein contained shall be deemed to require Lessor to await the date on which the lease term hereof would have expired by its own terms had there been no such default by Lessee or no such termination or reentry absent termination. In no event shall Lessee be entitled to receive any excess of such net rents over the Rent payable by Lessee to Lessor under this lease, nor shall Lessee be entitled, in any suit for the collection of damages pursuant to this Section 25 to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Lessor.

26. Notice. Any notice from the Lessor to the relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, and addressed to the . Any notice from the Lessee to the Lessor relating to the demised premises or to the occupancy thereof, shall be deemed duly served if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid and addressed to the Lessor at P.O. Box 206, Grafton, MA 01519 or at such other address as the Lessor may from time to time advise in a notice duly served upon.

27. Remedies. Failure of to execute any statements, certificates or instruments necessary or desirable to effectuate the foregoing provisions of this Section 27, within ten (10) days after written request so to do by Lessor, shall constitute a breach of this Lease.

28. Surrender. The shall at the expiration or other termination of the Lease remove all the 's goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the , either inside or outside the demised premises). The Lessee shall deliver to the Lessor the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the 's failure to remove any of the 's property from the Leased Premises the Lessor is hereby authorized, without liability to the for loss or damage thereto, and at the sole risk of the , to remove and store any of the property at the 's expense, or to retain same under the Lessor's control or to sell at public or private sale, without notice, any and all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

29. Lessor's Right to Cure. The Lessor shall in no event be in default in the performance of any of the Lessor's obligations hereunder unless and until the Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by the Lessee to the Lessor properly specifying wherein the Lessor has failed to perform any such obligation. In the event of default by the Lessor, the Lessor shall pay the Lessee's reasonable attorneys fees and all other expenses incurred in connection with enforcing its rights hereunder.

30. Lessor's Liability. The obligations of Lessor shall not be binding on any members, trustee, beneficiaries, shareholder, officer or director of Lessor or of any successor, individually.

31. No Waiver. Failure on the part of the Lessor to complain of any action or non-action on the part of the , no matter how long the same may continue, shall never be deemed to be a waiver by the Lessor of any of its rights hereunder. No waiver at any time of any of the provisions hereof by the Lessor shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Lessor to or of any action by the requiring the Lessor's consent or

approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to or of any subsequent similar act by the .

32. Payments on Account. No payment by the Lessee, or acceptance by the Lessor, of a lesser amount than shall be due from the Lessee to the Lessor shall be treated otherwise than payment on account. The acceptance by the Lessor of a check for it lesser amount with an endorsement of statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and the Lessor may accept such check without prejudice to any other rights or remedies which the Lessor may have against the.

33. Terms Upon Holding Over. If this Lease is not renewed or extended or a new lease is not entered into between the parties, and if shall then hold over after the Expiration Date or earlier termination of the Lease, irrespective of whether or not Lessor accepts Rental from for a period beyond the Expiration Date, 's occupancy of the Leased Premises after the Expiration Date shall be upon all the terms set forth in this Lease except shall pay on the first day of each month of the holdover period as Minimum Rent an amount equal to one hundred and fifty percent (150%) of the monthly installment of the total Rental (i.e., Minimum Rent and Additional Rent) payable by during the last year of the Term (i.e., the year immediately prior to the holdover period).

34.01 Damages. If Lessee shall hold over or remain in possession of any portion of the Leased Premises beyond the Expiration Date, whether or not Lessor accepts any Rental for a period beyond the Expiration Date, Lessee shall be subject not only to summary proceeding and all damages related thereto, but also to any damages arising out of any lost opportunities (and/or new leases) by Lessor to relet the Leased Premises (or any part thereof). All damages to Lessor by reason of such holding over by Lessee may be the subject of a separate action and need not be asserted by Lessor in any summary proceedings against Lessee.

35. Limitation of Lessor's Liability. Notwithstanding anything to the contrary provided in this Lease, there shall be absolutely no personal liability on the part of Lessor or any officer, director, shareholder, partner, member, employee or agent of Lessor, whether disclosed or undisclosed (or any successor corporate Lessor or any partner of any limited or general partnership which may become Lessor or any individual or other entity), with respect to any of the terms, covenants and conditions of this Lease, and shall look solely to the interest, income or equity, if any, of Lessor in the Leased Premises for the satisfaction of each and every remedy of in the event of a breach or default by Lessor of any of the terms, covenants and conditions of this Lease, such exculpation of personal liability to be absolute and without any exception whatsoever. No other property or assets of Lessor, any successor to Lessor, or any officer, director, beneficiary, shareholder, partner, member, employee or agent of Lessor or any successor

to Lessor, shall be subject to judgment, levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies under or with respect to this Lease or the use or occupancy of the Leased Premises.

36. Successors and Assigns. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Lessor and the Lessee.

37. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

38. Recording. This Lease is not to be recorded.

39. Entire Agreement. This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except by a writing signed by all parties hereto.

40. Terminology. Reference in this Lease Agreement to the shall be deemed to refer to the or s named herein, and if there are more than one , their obligations hereunder shall be joint and several.

41. Brokerage. The Lessor and the each represents and warrants to the other that the party making such representation has not employed any broker with respect to this Lease and each shall hold the other harmless from any claim for brokerage or other commission arising from any breach of the foregoing warranty.

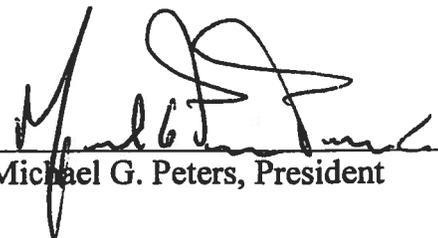
42. Captions. The titles of the several Paragraphs and Sections contained Herein are for convenience only and shall not be considered in construing this Lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seal
this 4th day of August, 2010.

LESSOR:
GRAFTON FLEA MARKET, INC.

By: 
Harry Peters, President

LESSEE:
MICHAEL G. PETERS, INC.

By: 
Michael G. Peters, President

404561.3

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The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:

Michael G. Peters, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
common	275,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

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P.C.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See attached.

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See attached.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE V

MICHAEL G. PETERS, INC.

All shares of the capital stock of this Corporation shall be subject to the following regulations controlling the assignment and transfer thereof:

Any stockholder of this Corporation (which expression shall, whenever used in these restrictions, be deemed to include the executor, administrator, or other representative of any deceased stockholder, and a receiver, assignee of trustee in bankruptcy of any stockholder, and the purchase or assignee of any shares sold upon execution) who may desire to have transferred any shares, whether by way of sale, mortgage, pledge, or otherwise, shall deliver to the clerk of the Corporation a notice in writing setting forth his intention to make such transfer, the number and class of shares involved, and the name of the proposed transferee.

A stockholder proposing a transfer of shares shall accompany his notice to the clerk by a writing in which he designates a price at which he is willing to sell his shares and also the name of one arbitrator. The directors shall, within thirty (30) days after receipt of such notice, either accept the offer or, by notice to the stockholder, in writing, name a second arbitrator. In the event the offer is not accepted and a second arbitrator is designated, the two arbitrators shall name a third arbitrator. It shall be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator. The arbitrators shall file their reported value within thirty days after their appointment.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Board of Directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days the Corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same to the transferee named in the written notice, but not to none other.

No shares of stock shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instances waive the requirement.

ARTICLE V

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In the event of the death of any holder of stock of this Corporation, the Corporation shall, irrespective of any desire of the legal representative of the decedent to sell or transfer the shares held by the decedent, have an absolute right to acquire said shares at their fair value at the date of such acquisition. For the purpose of such acquisition, the fair value of the shares shall be determined by arbitration in the same manner as hereinbefore provided, except that the Board of Directors shall initiate the proceedings by giving notice of a desire to purchase in writing to the legal representatives of the estate, which writing shall designate one arbitrator. The legal representatives of the estate shall, within thirty (30) days, designate a second arbitrator, and the two arbitrators shall name a third arbitrator. The Board of Arbitrators shall act and report the evaluation, in any event, within thirty (30) days of their appointment. The Corporation shall give notice of its intention to exercise its right hereunder within three (3) months of the appointment of the legal representatives of the decedent stockholder, of their right or option shall be deemed waived. In the event the Corporation gives timely notice of its exercise of its right or option hereunder and arbitrators are appointed, the Corporation shall have a period of thirty (30) days after the arbitrators have determined the fair value of the shares within which to make payment therefore and exercise its right and in the event has not been made within said thirty (30) days, the right or option shall also be deemed waived. The Board of Directors may, in any particular instance, waive the option or right hereby granted to the Corporation.

ARTICLE VI

MICHAEL G. PETERS, INC.

1. All corporate powers of the Corporation shall be exercised by the Board of Directors except as otherwise provided by law. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, amend, or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders and subject to the power of the stockholders to amend or repeal any By-Law adopted by the Board of Directors.
2. Meetings of the stockholders of the Corporation may be held anywhere within the United States.
3. The Corporation may be a partner in any business enterprise which it would have power to conduct by itself.
4. In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such director shall at the time be fully disclosed or otherwise known to the Board of Directors. Any director of the Corporation may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize such contract or transaction and may vote and act upon any matter, contract, or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, director, or officer of, or has any interest in, such other person with the same force and effect as if he were not such a stockholder, director, or officer or not so interested. Any contract or other transaction of the Corporation or of the Board of Directors or of any committee thereof which shall be ratified by a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose shall be as valid and as binding as though ratified by every stockholder of the Corporation, provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or deprive the directors and officers of their right to proceed with such contract or other transaction.

ARTICLE VI

Page 2

5. No current or former director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for or arising out of a breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of a current or former director (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the director derived an improper personal benefit. The foregoing provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date upon which the foregoing provision became effective. To the extent permitted by law, no amendment or deletion of the foregoing provisions of this Paragraph 5 which restricts or limits the protection provided thereunder to current or former directors shall be effective with respect to actions and omission of the directors occurring prior to the date said amendment or deletion became effective.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
185 Blackstone Street, Mendon, MA 01756
- b. The name of its initial registered agent at its registered office:
Michael G. Peters
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President:	Michael G. Peters	185 Blackstone Street, Mendon, MA 01756
Treasurer:	Michael G. Peters	185 Blackstone Street, Mendon, MA 01756
Secretary:	Michael G. Peters	185 Blackstone Street, Mendon, MA 01756
Director(s):	Michael G. Peters	185 Blackstone Street, Mendon, MA 01756

- d. The fiscal year end of the corporation: December
- e. A brief description of the type of business in which the corporation intends to engage:
flea market
- f. The street address of the principal office of the corporation:
296 Upton Street, Grafton, MA 01519
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:
185 Blackstone Street, Mendon, MA 01756.

_____, which is
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 9th day of July, 2010 by the incorporator(s):

Signature: Michael G. Peters

Name: Michael G. Peters

Address: 185 Blackstone Street, Mendon, MA 01756

8976

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 275 having been paid, said articles are deemed to have been filed with me this 12 day of July, 2010, at 10:26 a.m./p.m. time

Effective date: July 12 2010
(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

1120107

MP
Examiner
RE
Name approval

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION
Contact Information:

Thomas L. McLaughlin, Esquire

117 Water Street, Suite 203

Milford, MA 01757

Telephone: 508-478-3100

Email: tom@tlmlaw.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE COMMONWEALTH
2010 JUL 12 AM 10:26
CORPORATIONS DIVISION

A TRUE COPY ATTEST
William Francis Galvin
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE 10/18/15 CLERK KV

ATTACHMENTS:

Application Attachments

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

IMPORTANT ATTACHMENTS (2): Not applicable for Wine and Malt to All Alcohol (or vice versa) ONLY

IMPORTANT ATTACHMENTS (3): Not applicable for Wine and Malt to All Alcohol (or vice versa) ONLY

IMPORTANT ATTACHMENTS (4):

A. All individuals or entities listed below are required to complete a Personal Information Form (additional copies found here: http://www.mass.gov/abcc/pdf/forms/retail/reta_personalinfoform.pdf)

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (additional copies found here: <http://www.mass.gov/abcc/pdf/coriform.pdf>)

IMPORTANT ATTACHMENTS (5): Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

IMPORTANT ATTACHMENTS (6): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

Additional Attachments

IMPORTANT ATTACHMENTS : DEPARTMENT OF REVENUE (DOR) CERTIFICATE OF GOOD STANDING

IMPORTANT ATTACHMENTS : ARTICLES OF ORGANIZATION FROM THE SECRETARY OF THE COMMONWEALTH

IMPORTANT ATTACHMENTS : PROOF OF CITIZENSHIP FOR THE MANAGER OF RECORD (US Passport, US Birth Certificate, US Voter Registration, Naturalization Papers).

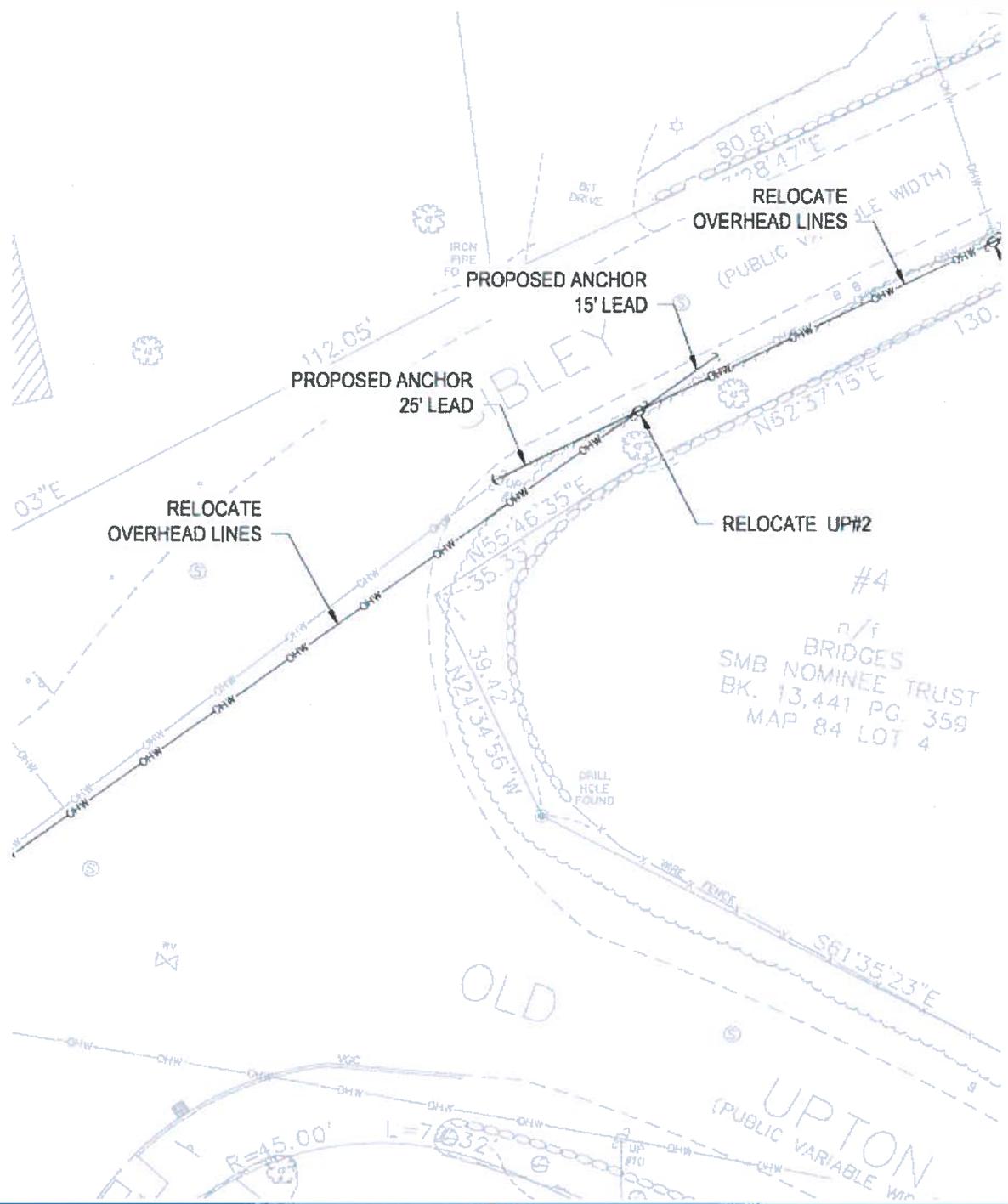
Additional Attachments From Local Licensing Authority

IMPORTANT ATTACHMENTS : FORM 43

IMPORTANT ATTACHMENTS : ABUTTER NOTIFICATION

IMPORTANT ATTACHMENTS : NEWSPAPER NOTICE

Sibley Street Pole Petition- This is a continuance from the November 17th Board meeting. Anthony Marcello, National Grid Representative, will be in attendance.



#4
 n/f
 BRIDGES
 SMB NOMINEE TRUST
 BK. 13,441 PG. 359
 MAP 84 LOT 4

JOINT OWNED POLE PETITION		nationalgrid And Verizon New England, Inc.	
● Proposed NGRID Pole Locations	○ Existing NGRID Pole Locations	Date: 9/17/2015	
● Proposed J.O. Pole Locations	Ⓜ Existing J.O. Pole Locations	Plan Number: 15545937	
⊕ Existing Telephone Co. Pole Locations	⊙ Existing NGRID Pole Location To Be Made J.O.	To Accompany Petition Dated: 09/17/2015	
⊗ Existing Pole Locations To Be Removed		To The: Town Of Grafton	
DISTANCES ARE APPROXIMATE		For Proposed: JO Pole: 2-0 Location: Sibley St	
		Date Of Original Grant:	



September 25, 2015

Town of Grafton

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

Ron Allen 508-860-6130

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

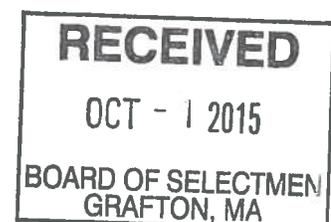
If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone 978-725-1392.

Very truly yours,

Patrick Cody
Supervisor, Distribution Design

Enclosures



ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Grafton, Massachusetts

Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 17th day of September 2015

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Sibley St - Grafton - Massachusetts.

No. 15545937 Dated September 17, 2015. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Sibley Street - National Grid to relocate 1 JO Pole beginning at a point approximately 100 feet Northeast of the centerline of the intersection of Old Upton Road. National Grid to relocate Pole 2 Sibley St, 25’ Northeast of the current location approximately 3’ from the road edge.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

Massachusetts City/Town Clerk.
20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Questions contact – Ron Allen 508-860-6130

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Grafton, Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Sibley Street - National Grid to relocate 1 JO Pole beginning at a point approximately 100 feet Northeast of the centerline of the intersection of Old Upton Road. National Grid to relocate Pole 2 Sibley St, 25' Northeast of the current location approximately 3' from the road edge.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Sibley St - Grafton - Massachusetts

No. 15545937 September 17, 2015

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID
BY _____
Engineering Department



VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way



Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of
Massachusetts, on the _____ day of _____ 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:
City/Town Clerk

Pole & UG Petition/Permit Request Form

City Town of Grafton WR # 15545937 (circle one)

Install (quantity) SO JO Poles on (street name) (circle one)

Remove (quantity) SO JO Poles on (street name) (circle one)

Relocate 1 (quantity) SO JO Poles on Sibley St (street name) (circle one)

Beginning at a point approximately 100 feet Northeast of the centerline (distance) (compass heading)

of the intersection of Old Upton Rd (street name)

and continuing approximately feet in a direction. (distance) (compass heading)

Install underground facilities:

Street(s)

Description of Work:

Relocating Pole 2 Sibley St 25' northeast of current location approximately 3' from road edge.

ENGINEER Scott Sowden

DATE 9/17/15

If the Board is in agreement, the Board will vote to appoint Derek Grandinetti to the position of Part Time Custodian.

Derek Grandinetti



Education:

Nichols College, 2013

Masters of Business Administration, concentration in Accounting/Finance

Worcester State University, 2006

Bachelor of Arts, Cum Laude

Highlights of Qualifications:

- High volume business to business, Government, and distributor credit and collections functions
- Knowledge of aging reports, credit analysis, and account research and reconciliations
- Ability to lead and manage large, complex financial projects
- Microsoft Office, SAP, GetPaid, Oracle, DNBI, & Government billing (VIS & WAWF)
- Negotiation, decision making, numeric and analytical skills
- Strong interpersonal, team building and customer relations skills
- Excellent communications skills

Professional Experience:

Sr. Collections Specialist, March 2014 through present

Philips of North America

- Maintaining a collections average of 93%-95% one to thirty days current on a \$23 million portfolio consisting of 600 accounts
- Active role in knowledge transfer of collections team from Pennsylvania to Massachusetts
- Updated processes/procedures related to position and portfolio
- Regular participation in on-site trainings including certification of Lean Foundation
- Effectively working across the organization to achieve desired results
- Exposure to third party collections and bankruptcy process

Credit Analyst, September 2009 to July 2012

Gyrus ACMI, LP/Olympus

- Serviced \$8 to \$10 million portfolio of 500 accounts including distributor, Government, and hospital accounts
- Maintained DSO of 41 days
- Upheld percent to current aging of one to thirty days averaging 91% to 94% current
- Evaluated credit worthiness of customers utilizing credit reports and established credit limits
- Assisted staff with reconciliations and disputes preventing clients from timely payment
- Successfully worked with sales, customer service, and customers to resolve disputes swiftly
- Participated and took lead roles in special projects critical to the credit department

- Assistance with order management
- Sustained credit and collection files and notes

Credit Analyst, August 2008 to September 2009
Complete Staffing Solutions

- Employed as temporary to hire contract employee with assignment at Gyrus ACMI, LP/Olympus listed above

Human Resources Administrator, June 2007 to July 2008
The Suburban Group, Inc.

- Process payroll through StaffSuite software
- Responded to employee requests for benefits information
- Perform accounts receivable functions
- Interact with employees and clients to determine possible pay increases
- Updated all procedures related to the position

Customer Service Associate I Retirement, January 2007 to June 2007
Fidelity Investments

- Attained Series 6 Investment Company/Variable Contracts Limited Representative license
- Attained Series 63 State Uniform Securities Agent license
- Responded to incoming calls related to customer 401(K) plans and benefits
- Interacted with plan sponsors
- Services customer 401(K) plans related to loans and withdrawals

Operations Manager, September 1995 to June 2006
New England Rock Splitting, Inc.

- Created and maintained QuickBooks and Microsoft Word/Excel database
- All bookkeeping duties
- Sustained accounts receivable/payable functions to support the business cycle
- Managed eighteen employees and up to thirty subcontractors
- Met with and provided customers with estimates, bids, and proposals

If the Board is in agreement, the Board will vote to accept the resignation of Dawn E. Legassey from the Grafton Police Department as a dispatcher.

Dec 10 Agenda

November 30, 2015

To: Chief Crepeau

From: Dawn E. Legassey

Re: Retirement

As I have informed you previously, my retirement date is 12-26-15.

I would like to work on a permanent part time weekend basis starting two weeks after that as the Retirement board states that I must not work for two weeks following retirement.

Thank you for your consideration.


Dawn E. Legassey

PATH Grant Application- Transit Oriented Development Feasibility Project
at Route 30/Pine Street.

If the Board is in agreement, the Board will vote to sign the Bargmann, Hendrie & Archtype Inc. contract for a feasibility study to renovate 26 Providence Road (Old Police Station).

TOWN OF GRAFTON

STATE CONTRACT # (if applicable) _____

DATE: OCTOBER 29TH, 2015

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

Contractor: Bargmann Hendrie+Archtype Inc.

Contact Name for Responsible Person: Dan Chen

Address of the Contractor: 300 A St, Boston, MA 02210

(617) 350-0450
Telephone Number

(617) 350-0215
FAX Number

Email address: DChen@bhplus.com

1. This is a Contract for the procurement of the following: Feasibility Study to renovate 26 Providence Road (old Police Station) , as detailed in the original RFQ.

2. The Contract price to be paid to the Contractor by the Town is: \$54,000

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$ 54,000, as more fully set forth in the Contractor Documents.

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

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

4. Definitions:

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

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

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

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

5. Term of Contract and Time for Performance:

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

6. Subject to Appropriation:

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

7. Permits and Approvals:

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

8. Termination and Default:

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

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

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

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

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

10. Statutory Compliance:

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

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

11. Conflict of Interest:

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

12. Certification of Tax Compliance

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

13. Non-Discrimination/Affirmative Action

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

14. Assignment:

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

15. Condition of Enforceability Against the Town:

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

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is

executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

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

18. Liability of Public Officials:

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

19. Indemnification:

The Contractor shall indemnify 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) but solely to the extent that they arise from any negligent act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them are legally liable.

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

20. Insurance

20.1 Workers Compensation Insurance:

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

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

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

20.2 Professional Liability Insurance

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

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

20.3 Other Insurance Requirements

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

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

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

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

21. No Employment

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

22. Payment

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

23. Waiver and Amendment

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

24. Severability

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

25. Forum and Choice of Law

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

26. Notices

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

27. Binding on Successors:

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

28. Entire Agreement:

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

29. Change Orders

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

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:

Joel Bargmann

Print Name

Principal

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Joel Bargmann, authorized signatory for

name of signatory

Bargmann Hendrie + Archetype, Inc., whose

name of contractor

principal place of business is at

300 A Street, Boston, MA 02210,

Joel Bargmann does hereby certify under the pains and penalties of perjury that Bargmann Hendrie + Archetype, Inc. has

name of contractor

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

 _____

If the Board is in agreement, the Board will vote to sign the US Wireless-cell tower lease agreement at 104 Creeper Hill Road.

Exhibit A - Lease Exhibit – Town of Grafton – US Wireless, Inc. – Plot Plan

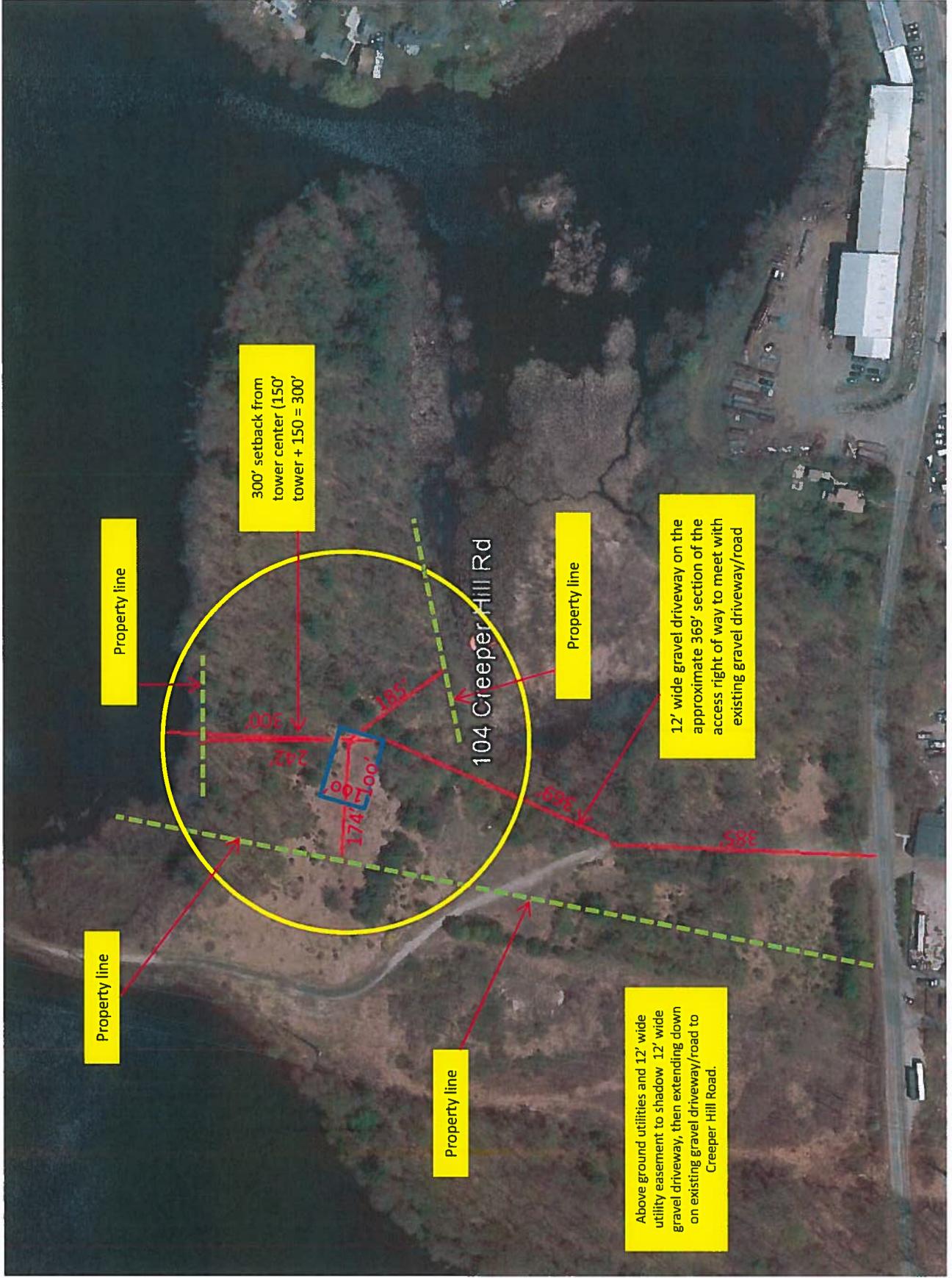
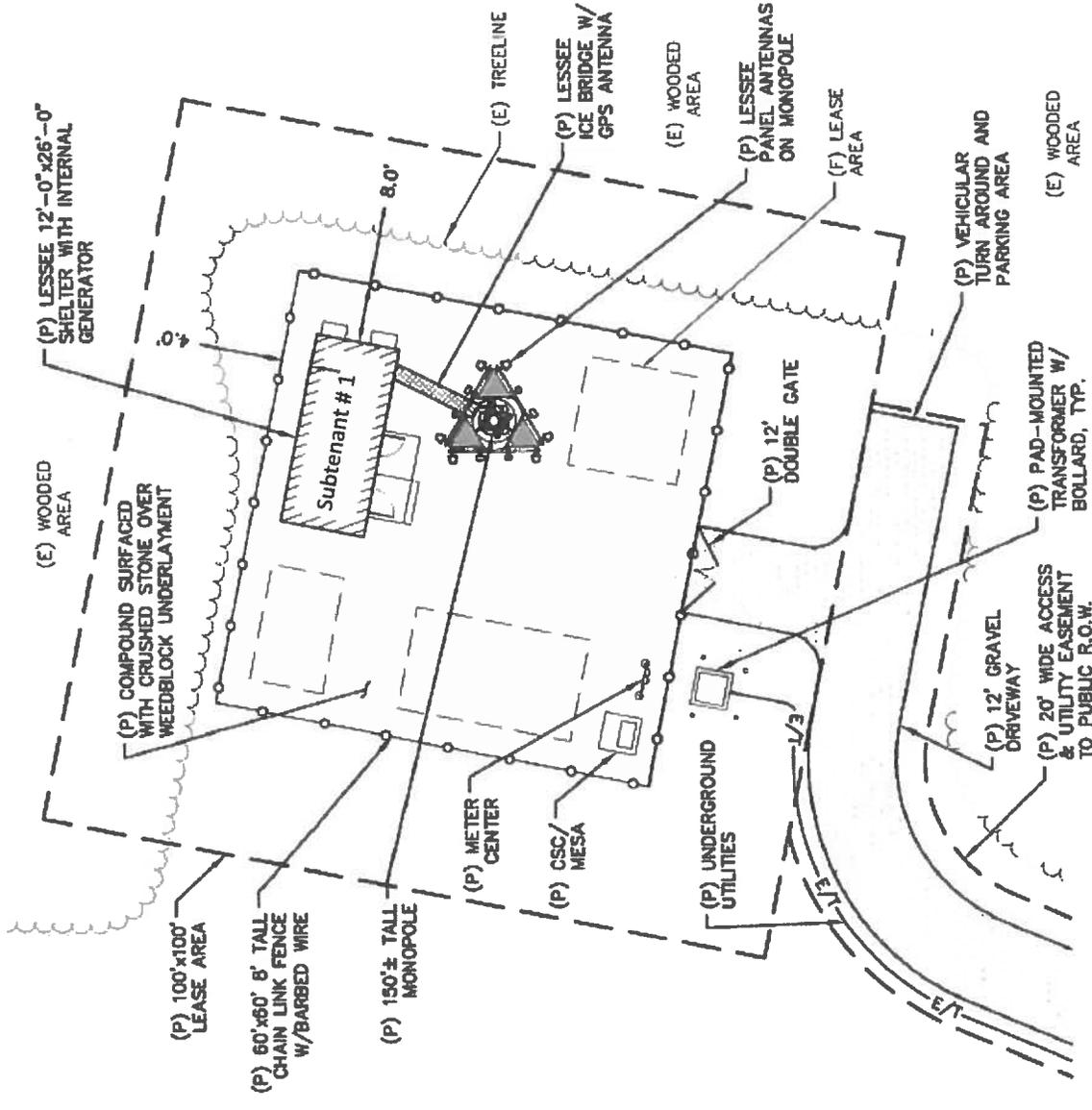


Exhibit A - Lease Exhibit - Town of Grafton - US Wireless, Inc. - Compound Plan



COMPOUND PLAN
SCALE: 1"=20'

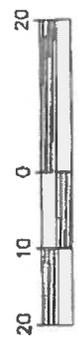
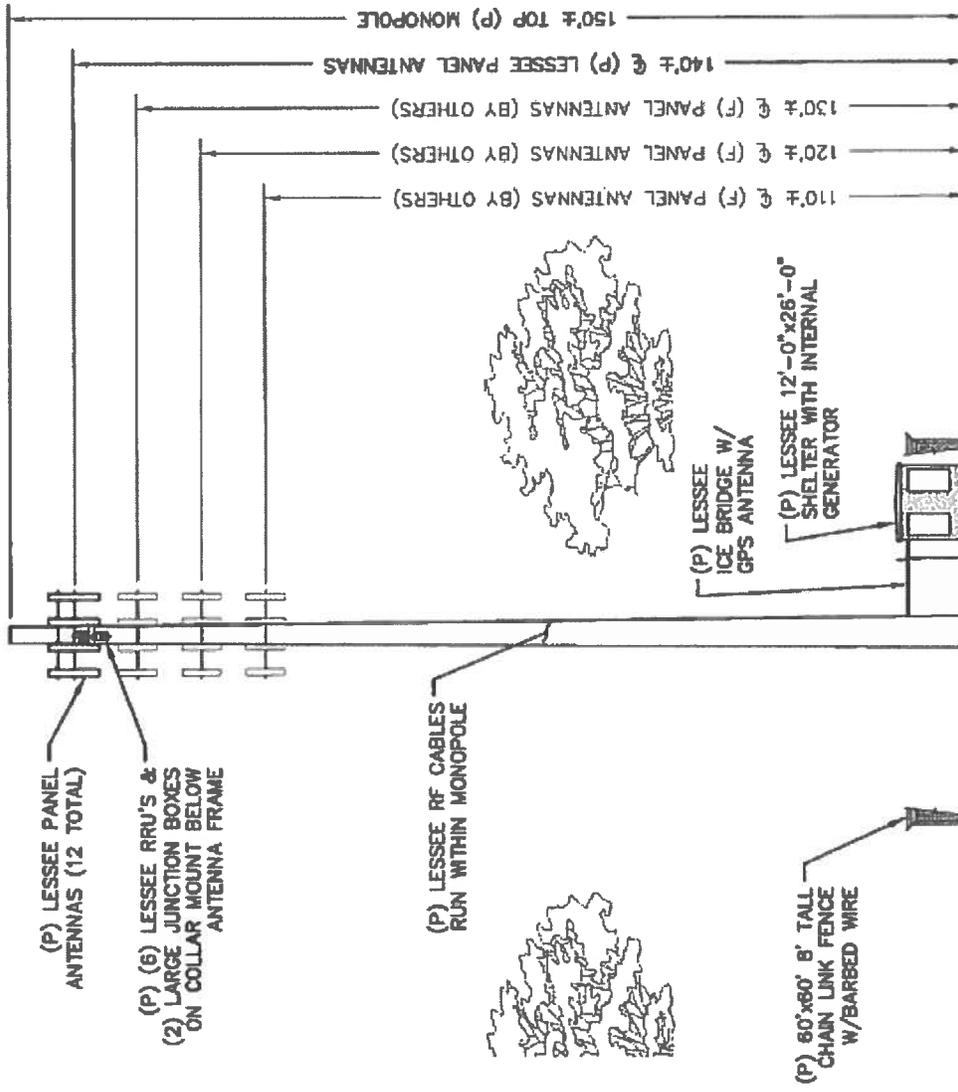


Exhibit A - Lease Exhibit – Town of Grafton – US Wireless, Inc. – East Elevation Plan



EAST ELEVATION

SCALE: 1" = 25'



LAND LEASE AGREEMENT

This Agreement, made this ____ day of December, 2015 between the Town of Grafton with its principal offices located at 30 Providence Road, Grafton, Massachusetts, hereinafter designated LESSOR and US Wireless, Inc. with its principal office located at 9 Spring Street, 2nd FL Suite 1R, Waltham, MA 02451, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 104 Creeper Hill Road, Grafton, Massachusetts, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Leased Space" or Premises), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, 365 days a year, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Creeper Hill Road, to the Leased Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Leased Space, said Leased Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Town of Grafton, Parcel ID:110/017.0-0000-0008.A, Map:017.0 Block: 0000 LOT:0008.A and is further described in Deed Book 49,579 at Page 111 as recorded in the Worcester County Registry of Deeds on 9/6/2012 with a legal description described on Exhibit B.

The Leased Space legal and access and utility easement set forth in the survey will replace any parent parcel description set forth in Exhibit A as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 8 of this Lease and for any other purpose with the LESSOR's prior written consent which shall not be unreasonably withheld, conditioned or delayed. LESSOR grants LESSEE twenty (20) feet around the perimeter to maintain the site together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of LESSEE, interfere with or fall upon LESSEE's tower or any of LESSEE's other improvements on the Leased Space.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

Ingress and Egress: LESSOR hereby grants to LESSEE an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power

lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the initial term or renewal term, or (ii) removal by LESSEE of all of its property from the Leased Space after expiration of the initial term or renewal term. The location and configuration of the Easement will be agreed upon by the parties within ten (10) business days after the latter of LESSEE's exercise of the Option, or LESSEE's approval of the survey. The Easement shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at LESSEE's request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement") which LESSOR and LESSEE agree to execute and which LESSEE will have recorded as an encumbrance on the property of LESSOR. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

LESSEE agrees that LESSOR may, at LESSOR's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) LESSEE receives no less than sixty (60) days prior written notice thereof; (b) LESSEE approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) LESSEE's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

Access to Leased Space/Premises. LESSEE shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE. LESSEE will have the right during the initial term or renewal term of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures. If LESSEE, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to LESSOR prior to completion of the Structures will become null and void; provided that at LESSEE's sole expense the Leased Space will be promptly restored to the extent contemplated by the LESSEE Improvements section above and provided further that LESSEE will deliver copies of all soil tests and investigation reports to LESSOR.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of two thousand fifty Dollars (\$2,050.00) which is referred to as ("Rent") or ("Base Rent"), which have the same meaning, shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other

person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Rent for the first year of the Lease will be two thousand fifty Dollars (\$2,050.00) per month, paid monthly in advance, which LESSEE will pay to LESSOR at such place as LESSOR designates to LESSEE in writing. Beginning with the second (2nd) year of the Lease and every year thereafter, the annual Rent shall be increased by three percent (3%) over the previous year's gross Rent. ("Base Rent") is shown above, includes the anchor or 1st wireless carrier Subtenant (i.e. either Verizon, AT&T, Sprint or T-Mobile). Starting with the second Subtenant, LESSEE agrees to share 50% of the ("Net Income") on the tower monthly with LESSOR, which is described as income (a) after annual debt service payments for the Capex of the project and (b) after tower owner is making a minimum of a 15%, 5 year, Internal Rate of Return ("IRR") on the total Capex project cost investment. After the 15% 5 year IRR hurdle has been met, then Net Income shall be divided between the LESSOR and LESSEE in the following manner: 50% to LESSOR and 50% to LESSEE. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date of commencing installation of equipment falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until the later of thirty (30) days after the Commencement Date or thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three months (3) months prior to the end of the then current term. This Agreement shall automatically renew for up to four (4) additional terms of five (5) years each unless LESSEE notifies LESSOR of its intention not to renew prior to commencement of the succeeding renewal term.

5. EXTENSION RENTALS. The Rent increases by 3% annually during the Term and any Renewal Terms.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the

responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

LESSEE will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. LESSOR will pay when due all real property taxes and all other fees and assessments attributable to the Premises.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of

no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. During the initial term or renewal term, LESSEE will make reasonable efforts to comply with all applicable laws affecting LESSEE's use or occupancy of the Leased Space, the breach of which might result in a penalty on LESSOR or forfeiture of LESSOR's title to the Leased Space. LESSEE will not commit, or suffer to be committed, any waste on the Leased Space. LESSOR agrees to fully cooperate with LESSEE in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. LESSOR agrees not to take any action that may adversely affect LESSEE's ability to obtain all of the necessary permits required for construction of the Structures. LESSEE will obtain any necessary governmental licenses or authorizations required for the construction and use of LESSEE's intended Structures on the Leased Space and will furnish copies of same to LESSOR as same are issued. If and to the extent LESSEE is at any time required to landscape or provide screening around the outside of the tower or Leased Space, LESSOR hereby grants LESSEE an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

LESSEE Improvements. LESSEE has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. LESSEE will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All LESSEE's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of LESSEE. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, LESSEE will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which LESSEE had no control. LESSEE and LESSOR agree that it will not be reasonable to require LESSEE to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

Operating Expense. LESSEE will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by LESSEE throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

Maintenance. LESSEE will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as LESSEE is made responsible by this Lease, LESSOR will maintain the premises surrounding the Leased Space in good condition and state of repair.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) for bodily injury (including death) and damage or destruction to property each occurrence;
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined single limit of not less than One Million Dollars (\$1,000,000) per accident; and
 - iii. Workers Compensation insurance providing the statutory benefits and not less than One Million Dollars (\$1,000,000), each accident/disease/policy limit, of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies as its interests may appear.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than Two Million Dollars (\$2,000,000) for bodily injury (including death) and damage or destruction to property each occurrence. LESSOR will include the LESSEE as an additional insured as its interests may appear.
- d. On or before the Commencement Date, LESSEE will give LESSOR a certificate of insurance evidencing that such insurance is in effect. LESSEE shall deliver to LESSOR a renewal certificate evidencing that such insurance is in effect within ten (10) business days of LESSOR's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the

state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the LESSOR of any cancellation of such policy. Any insurance required to be provided by LESSEE may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by LESSEE provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

- e. Insurance—LESSOR, at all times during the initial term or renewal term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name LESSEE as an additional insured party. On or before the Commencement Date, LESSOR will give LESSEE a certificate of insurance evidencing that such insurance is in effect. Such insurance shall name LESSEE as an additional insured with respect to the Leased Space, shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the LESSEE of any cancellation of such policy. LESSOR shall deliver to LESSEE a renewal certificate evidencing that such insurance is in effect within ten business days of LESSEE's request for such insurance. LESSEE - LESSEE, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, LESSEE will give LESSOR a certificate of insurance evidencing that such insurance is in effect. LESSEE shall deliver to LESSOR a renewal certificate evidencing that such insurance is in effect within ten (10) business days of LESSOR's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the LESSOR of any cancellation of such policy. Any insurance required to be provided by LESSEE may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by LESSEE provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance .

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that sixty (60) days prior notice is given to LESSOR. Additional

Termination Rights. (a) LESSEE may terminate this Lease, at its option, after giving LESSOR not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by LESSEE for a permit, license or approval which is required for LESSEE to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) LESSEE determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict LESSEE from using the Leased Space for LESSEE's intended purpose; (iii) LESSEE determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) LESSOR does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for LESSEE's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with LESSEE's use of the Leased Space or LESSEE's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) LESSEE is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by LESSOR occurs; (x) LESSOR fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xiii) if LESSEE determines, in its sole discretion that it will not be viable to use the site for its intended purpose; In the event of termination by LESSEE or LESSOR pursuant to this provision, LESSEE will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by LESSOR. In the event LESSOR fails to perform its obligations under this Lease for any reason other than LESSEE's breach, LESSEE may pursue all remedies available at law and in equity. LESSOR hereby acknowledges that LESSEE will incur significant expenses in reliance on this Lease, and therefore agrees to pay LESSEE for all consequential damages which LESSEE will suffer as a result of LESSOR's breach. In the event LESSOR fails to comply with the terms of this Lease, LESSEE may, in its sole and absolute discretion, cure any such default, and to the extent LESSEE incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes LESSEE pays on behalf of LESSOR), LESSOR agrees to promptly reimburse LESSEE for such expenses incurred and hereby grants LESSEE a security interest and lien on the Premises, to secure LESSOR's obligation to repay such amounts to LESSEE. In addition, LESSEE may offset the amount of any such expenses incurred against any rent payable hereunder. (b) LESSOR may only terminate this Lease, at its option, in the event of a material default by LESSEE or LESSEE's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after LESSEE's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if LESSEE has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of LESSEE.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed

on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL FOR WIRELESS COMMUNICATION PURPOSES. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the

terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Title and Quiet Possession. LESSOR represents and covenants that LESSOR owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder	Type of Lien
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LESSOR represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. LESSOR represents and warrants to LESSEE that LESSOR has the full right to make this Lease and that LESSEE will have quiet and peaceful possession of the Leased Space throughout the initial term or renewal term.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE

in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT AND SUBLETTING. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets by reason of a merger, acquisition or other business, project financing or reorganization. LESSEE may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without LESSOR's consent. Upon such assignment, LESSEE shall be relieved of all liabilities and obligations under this Lease. LESSOR may not assign the Rent or this Lease or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of LESSEE, in LESSEE's sole discretion. In the event that LESSEE from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by LESSEE for work at the Leased Space, LESSOR hereby grants to LESSEE a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, LESSEE shall, at LESSEE's sole cost and expense, promptly repair any damage to the temporary easement area arising from LESSEE's use thereof.

LESSEE may sublease any portion of the Property at its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "sublease", "sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Property for co-location, whether it be by formal sublease, license or other agreement. All rights and

responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

As set forth in Section 3, LESSEE shall collect all Sublessee rents monthly and submit evidence of rents collected as well as record of any Net Income revenue share percentages owed to LESSOR. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. In this event: i. The LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the premises to any or all potential Sublessee (s). ii. At LESSOR'S request, LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, its Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublease.

The rental provisions of this section shall not apply to any subletting for public emergency and/or safety systems purposes (i.e. police, ambulance and/or fire), that may be required or ordered by any governmental authority having jurisdiction over LESSEE or the Property.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: TOWN OF GRAFTON
30 Providence Road
Grafton, MA 01519

LESSEE: US WIRELESS, INC.
9 SPRING ST, SUITE 1R
WALTHAM, MA 02451

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. (a) LESSEE agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that LESSEE's possession of the Leased Space will not be disturbed so long as LESSEE will continue to perform its duties and obligations under this Lease and LESSEE's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. LESSEE agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, LESSEE's possession of the Leased Space will not be disturbed so long as LESSEE will continue to perform its duties and obligations under this Lease. LESSEE's obligations hereunder are conditioned upon receipt by LESSEE, within ten (10) business days after LESSEE's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to LESSEE, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate. (b) Secured Parties. LESSEE may from time to time grant to certain lenders selected by LESSEE and its affiliates (the "Lenders") a lien on and security interest in LESSEE's interest in the Lease and all assets and personal property of LESSEE located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. LESSOR hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, LESSOR may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of LESSOR's assets. Should Lender exercise any rights of LESSEE under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, LESSOR agrees to accept such exercise of rights by Lenders as if same had been exercised by LESSEE, and LESSEE, by signing below, confirms its agreement with this provision. If there shall be a monetary default by LESSEE under the Lease, LESSOR shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to LESSEE under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by LESSEE under the Lease, LESSOR shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to LESSEE under the Lease to cure such default, prior to terminating the Lease. The Lease may

not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Lease is terminated as a result of a LESSEE default or is rejected in any bankruptcy proceeding, LESSOR will enter into a new lease with Lenders or their designee on the same terms as the Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event LESSOR gives LESSEE any notice of default under the terms of the Lease, LESSOR shall simultaneously give a copy of such notice to Lender at an address to be supplied by LESSEE. LESSEE shall have the right to record a memorandum of the terms of this paragraph.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's

ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing

standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE. LESSOR will be held harmless by LESSEE from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at LESSEE's invitation, or for damages to any person or property resulting from the actions of LESSEE (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of LESSOR or any of LESSOR's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by LESSEE will be so installed, kept, stored or maintained at the risk of LESSEE. LESSOR will not be responsible for any loss or damage to equipment owned by LESSEE which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, LESSOR will be responsible for, and agrees to hold LESSEE harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of LESSOR or any of LESSOR's agents, servants, employees, licensees or invitees. Except for willful misconduct, neither LESSOR nor LESSEE will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation

of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority. LESSOR shall fully advise LESSEE in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that LESSEE may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the initial Option Period, Additional Option Period or initial term or renewal term of this Lease, LESSEE shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all LESSEE's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of LESSEE's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or initial term or renewal term of this Lease, LESSEE shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, LESSEE shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all LESSEE's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of LESSEE's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit LESSEE from making its own claims against any condemning authority for any losses or damages LESSEE shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. EXCLUSIVITY. As part of LESSEE's right to the undisturbed use and enjoyment of the Leased Space, LESSOR shall not, at any time during the term of the Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by LESSOR for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Lease and/or after the term hereof) any of the uses permitted under this Lease without the prior written consent of LESSEE, in LESSEE's sole discretion. LESSOR intends to sell and adjacent parcel and represents that it will insert a provision in the deed where seller, grantor, (the "Town") restricts the buyer, grantee, where the buyer, grantee agrees not to permit, build or operate any kind of commercial wireless communication facility to accommodate FCC licensed commercial carriers, for as long as the a wireless communication facility located at 104 Creeper Hill Rd, Grafton, MA is operative.

37. Oil, Gas and Mineral Rights. LESSOR does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or

under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to LESSEE under the terms of this Lease.

38. Hazardous Waste. (a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) LESSOR represents and warrants that, to the best of LESSOR's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, LESSOR will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, LESSOR agrees to indemnify, defend and hold harmless LESSEE, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-

pocket expenses, suffered or incurred by LESSEE and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) LESSOR represents and warrants to LESSEE that LESSOR has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of LESSEE and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

39. Mechanic's and Landlord's Liens. LESSEE will not cause any mechanic's or materialman's lien to be placed on the Leased Space and LESSEE agrees to indemnify, defend and hold harmless LESSOR from any such lien from a party claiming by, through or under LESSEE. Additionally, LESSOR disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in LESSEE's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

40. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

41. Time of Essence. Time is of the essence of LESSOR's and LESSEE's obligations under this Lease.

42. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

43. Real Estate Broker. LESSOR represents and warrants that LESSOR has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and LESSOR agrees to indemnify and hold LESSEE harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

44. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If LESSOR fails to provide requested documentation within thirty (30) days of LESSEE's request, or fails to provide any Non-Disturbance Agreement required in this Lease, LESSEE may withhold and accrue the monthly rental until such time as all such documentation is received by LESSEE.

45. Right to Register or Record. LESSEE may request that LESSOR execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. LESSOR agrees and authorizes LESSEE to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memo and record same in the public records.

46. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

47. Right of First Refusal. If at any time during the term of this Lease, LESSOR receives a bona fide written offer ("Offer") from a third party to sell, assign, convey, lease or otherwise transfer its interest (or to obtain an option to do any of the foregoing) in the current or future Rent, the Leased Space or the Premises, or any portion thereof, which LESSOR desires to accept, LESSOR shall first give LESSEE written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. LESSEE shall have a period of thirty (30) days after receipt of LESSOR's notice and terms to accept the Offer and exercise this right of first refusal by notifying LESSOR in writing. If LESSEE has not accepted the Offer in writing to LESSOR within such thirty (30) day period, the Offer will be deemed rejected. If LESSEE accepts the Offer, LESSOR shall reject the Offer from the third party and close on the Offer with LESSEE in accordance with its terms.

48. Date of Lease. The parties acknowledge that certain obligations of LESSOR and LESSEE are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by LESSOR and LESSEE whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

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.

LESSOR by: Town of Grafton

LESSEE by: US Wireless, Inc.

Chairman, Board of Selectmen

Signature

Date

Print Name & Title

Chris P. Hesse

President

EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of 10,000 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

The Leased Space located at 104 Creeper Hill Road, Grafton, MA is located on the Northerly side of the property in the Town of Grafton, MA in Worcester County. In addition, Lessor grants Lessee two 25' wide Access Right of Way for pedestrian and vehicular access from Creeper Hill Road. extending to the Leased Space. The Property is also shown on the Tax Map of the Town of Grafton assessor Parcel ID:110/017.0-0000-0008.A, Map:017.0 Block: 0000 Lot:0008.A and is further described in Deed Book 49,579 at Page 111 and recorded in the Worcester County Registry of Deeds on 9/6/2012.

In addition to the Access Right of Way, Lessor grants Lessee a 12' utility easement starting from the closest public right of way to the Leased Space, where all utilities and telecom services shall be brought in overhead from the nearest public right of way.

Lessee represents that the configuration of the 100' x 100', 10,000 sq. ft. of Leased Space may vary and may be adjusted to meet the various zoning and permitting related requirements.

Initials: _____

Initials: _____

EXHIBIT B

**LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED**

The Leased Space shall consist of 10,000 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

**DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF
SURVEY**

10,000 sq ft of ground space located on the Northerly side of the parcel.

The Property located at 104 Creeper Hill Road, Grafton, MA is also shown on the Tax Map of the Town of Grafton tax assessor as Parcel ID:110/017.0-0000-0008.A, Map:017.0 Block: 0000 Lot:0008.A, which is a 15.2 acre parcel and is further described in Deed Book 49,579 at Page 111 and recorded in the Worcester County Registry of Deeds on 9/6/2012.

with QUITCLAIM COVENANTS, The land in Grafton, Massachusetts, bounded and described as follows:

BEGINNING at a point on the northerly line of the highway leading from Worcester to Grafton, known as Westboro Street (Creeper Hill Road). said point being at land now or formerly of New England Power Construction Company. (See Book 2495, Page 256)

THENCE running Northeasterly by said land now or formerly of New England Power Construction Company two thousand eighty (2,080) feet, more or less, to the Town line between Grafton and Shrewsbury and land now or formerly of Charles Sargent;

THENCE N. 82 deg. 16 E., to a point at the northwesterly corner of land described in a deed from Grantor to the Dolly Drive-In Theater, Inc., (See Book 3808. Page 168):

THENCE S. 54 deg. 10' E., by said land of Dolly Drive-In Theater. Inc., one thousand seventy five (1,075) feet more or less, to a point at land now or formerly of one Fleming:

THENCE in a southwesterly direction passing through area G as shown on a plan recorded at Worcester District Registry of Deeds, Plan Book 57. Plan 18, approximately one thousand four hundred and fifty (1,450) feet to a point at the center of a channel, said channel separating areas R&H;

THENCE southwesterly approximately eight hundred (800) feet to a point at the center of the mouth of a brook (which brook runs in a northerly direction from a point beyond the southerly line of Westboro Street now called Creeper Hill Road: THENCE under said Creeper Hill Road; THENCE through land now or formerly of Raymond Cooney et ux; THENCE along other land of grantor to Flint Pond and the point described above);

THENCE southerly along the center line of said brook approximately (125) (one hundred and twenty five feet to a point at land now or formerly of Raymond Cooney et ux;

THENCE N. 68 deg. 00' W., by said land now or formerly of Raymond Cooney et ux sixty three (63) feet, more or less to an iron pipe;

THENCE S. 20 deg. 00' W., by said land now or formerly of Raymond Cooney et ux one hundred and fifty (150) feet, more or less, to a point on the northerly line of Westboro Street now called Creeper Hill Road:

THENCE Westerly by the northerly line of said Creeper Hill Road to the point of beginning. Being the same premises conveyed to John Raines by deed of Ellis N. Day and Lowell W. Day, Trustees dated December 18, 1961 and recorded in the Worcester District Registry of Deeds in Book 4250, Page 2.

MEMORANDUM OF LEASE

A Tower Lease with Option (the "Lease") by and between US Wireless, Inc. a Massachusetts corporation ("Lessee") and The Town of Grafton, a Massachusetts municipal corporation, ("Lessor") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a initial term of five (5) years and will commence on the date as set forth in the Lease (the "Rental Commencement Date"). Lessee shall have the right to automatically extend this Lease for four (4) additional successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LESSEE: US WIRELESS, INC.

By: _____
Printed Name: Chris P. Hesse
Title: President
Date: _____

LESSOR: TOWN OF GRAFTON

By: _____
Printed Name: _____
Title: _____
Date: _____

SITE NUMBER: _____

SITE NAME: _____
MARKET: NEW ENGLAND

**Memorandum of Lease Exhibit A
Legal Description**

The Property is legally described as follows:

The Property of which the Premises are a part is legally described as follows:

10,000 sq ft of ground space located on the Northerly side of the parcel.

The Property located at 104 Creeper Hill Road, Grafton, MA is also shown on the Tax Map of the Town of Grafton tax assessor as Parcel ID:110/017.0-0000-0008.A, Map:017.0 Block: 0000 Lot:0008.A, which is a 15.2 acre parcel and is further described in Deed Book 49,579 at Page 111 and recorded in the Worcester County Registry of Deeds on 9/6/2012.

with QUITCLAIM COVENANTS, The land in Grafton, Massachusetts, bounded and described as follows:

BEGINNING at a point on the northerly line of the highway leading from Worcester to Grafton, known as Westboro Street (Creeper Hill Road). said point being at land now or formerly of New England Power Construction Company. (See Book 2495, Page 256)

THENCE running Northeasterly by said land now or formerly of New England Power Construction Company two thousand eighty (2.080) feet, more or less, to the Town line between Grafton and Shrewsbury and land now or formerly of Charles Sargent;

THENCE N. 82 deg. 16 E., to a point at the northwesterly corner of land described in a deed from Grantor to the Dolly Drive-In Theater, Inc., (See Book 3808. Page 168):

THENCE S. 54 deg. 10' E., by said land of Dolly Drive-In Theater. Inc., one thousand seventy five (1,075) feet more or less, to a point at land now or formerly of one Fleming:

THENCE in a southwesterly direction passing through area G as shown on a plan recorded at Worcester District Registry of Deeds, Plan Book 57. Plan 18, approximately one thousand four hundred and fifty (1,450) feet to a point at the center of a channel, said channel separating areas R&H;

THENCE southwesterly approximately eight hundred (800) feet to a point at the center of the mouth of a brook (which brook runs in a northerly direction from a point beyond the southerly line of Westboro Street now called Creeper Hill Road: THENCE under said Creeper Hill Road;

THENCE through land now or formerly of Raymond Cooney et ux; THENCE along other land of grantor to Flint Pond and the point described above);

THENCE southerly along the center line of said brook approximately (125) (one hundred and twenty five feet to a point at land now or formerly of Raymond Cooney et ux;

THENCE N. 68 deg. 00' W., by said land now or formerly of Raymond Cooney et ux sixty three (63) feet, more or less to an iron pipe;

SITE NUMBER: _____

THENCE S. 20 deg. 00' W., by said land now or formerly of Raymond Cooney et ux one hundred and fifty (150) feet, more or less, to a point on the northerly line of Westboro Street now called Creeper Hill Road:

THENCE Westerly by the northerly line of said Creeper Hill Road to the point of beginning. Being the same premises conveyed to John Raines by deed of Ellis N. Day and Lowell W. Day, Trustees dated December 18, 1961 and recorded in the Worcester District Registry of Deeds in Book 4250, Page 2.

The Premises is legally described as follows:

The Leased Space shall consist of 10,000 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

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The Leased Space located at 104 Creeper Hill Road, Grafton, MA is located on the Northerly side of the property in the Town of Grafton, MA in Worcester County. In addition, Lessor grants Lessee two 25' wide Access Right of Way for pedestrian and vehicular access from Creeper Hill Road. extending to the Leased Space. The Property is also shown on the Tax Map of the Town of Grafton assessor Parcel ID:110/017.0-0000-0008.A, Map:017.0 Block: 0000 Lot:0008.A and is further described in Deed Book 49,579 at Page 111 and recorded in the Worcester County Registry of Deeds on 9/6/2012.

In addition to the Access Right of Way, Lessor grants Lessee a 12' utility easement starting from the closest public right of way to the Leased Space, where all utilities and telecom services shall be brought in overhead from the nearest public right of way.

Lessee represents that the configuration of the 100' x 100', 10,000 sq. ft. of Leased Space may vary and may be adjusted to meet the various zoning and permitting related requirements.

SITE NUMBER: _____

SITE NAME: _____
MARKET: NEW ENGLAND

If the Board is in agreement, the Board will vote to sign the Dixon Salo Change Order for the One Grafton Common construction project.



Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

December 4, 2015

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

RE: Comprehensive Accessibility and Assembly
Alterations and Addition
Grafton Town House
One Grafton Common
Grafton, MA 01519

Dear Mr. McInerney:

Enclosed please find five (5) copies of Change Order No. 1 dated December 1, 2015.

This Change Order is for varies Change Proposals submitted by M. O'Connor Contracting, Inc. for changes in the work for the above referenced project.

Andrew Deschenes and I have both reviewed the Change Proposals and have found them to be fair and reasonable for the work indicated and have each signed the approval of these Change Proposals.

Please have the Board of Selectmen sign the forms on page 3 where indicated, retain two copies for your records and return the other 4 copies to me and I will distribute to the appropriate parties.

Should you have any questions please contact me.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon
Principal/Architect
NRD/hs

Enclosure: Change Order No. 1 dated December 1, 2015

cc: Andrew Deschenes, Owner's Project Manager
Paul Scarlett, Grafton Town House Oversight Committee
Mark Sargent, M. O'Connor Contracting, Inc.



CHANGE ORDER

DIXON SALO ARCHITECTS, INC.

501 Park Avenue STE 210
Worcester, MA 01610
ndixon@dixonsaloarchitets.com

T (508) 755-0533
F (508) 755-0050

PROJECT:	COMPREHENSIVE ACCESSIBILITY & ASSEMBLY	C/O NUMBER:	ONE
(name, address)	ALTERATIONS & ADDITION	DATE:	December 1, 2015
	Grafton Town House	PROJECT NO.:	2014.08
	One Grafton Common		
	Grafton, MA 01519		
TO CONTRACTOR:	M. O'CONNOR CONTRACTING, INC.	CONTRACT DATE:	March 17, 2015
(name, address)	19 Ledge Hill Road	CONTRACT FOR:	General Construction
	West Roxbury, MA 02132		

Cost to substitute laminated glass for tempered glass in door Nos. 211, 212 & 213 per M. O'Connor Contracting, Inc. Change Proposal CP3A dated 8/14/15, copy attached..... 380.00

Changes to Mechanical Closet 307 per M. O'Connor Contracting, Inc. Change Proposal CP4 dated 8/14/15, copy attached.....0.00

Cost to furnish and install added soffits for HVAC ductwork as indicated On drawings SK03 & SK-04 per M. O'Connor Contracting, Inc. Change Proposal CP5 dated 8/24/15, copy attached..... 2,179.00

Changes to Men's Room 126 per M. O'Connor Contracting, Inc. Change Proposal CP6 dated 8/16/15, copy attached..... 0.00

Cost to furnish and install HVAC ductwork per M. O'Connor Contracting, Inc. Change Proposal CP7 dated 8/16/15, copy attached.....1,199.00

~~Cost to furnish and install revisions to HVAC ductwork at second floor per M. O'Connor Contracting, Inc. Change Proposal CP8 dated 8/25/15, copy attached..... x.xx~~

Cost to furnish and install supports for LVL beams per M. O'Connor Contracting, Inc. Change Proposal CP9A dated 9/21/15, copy attached.....3,059.00

Cost to furnish and install revisions to lighting at Room 308 04 per M. O'Connor Contracting, Inc. Change Proposal CP10 dated 8/14/15, copy attached..... (975.00)

Cost to furnish and install revise routing of furnace flues per M. O'Connor Contracting, Inc. Change Proposal CP11 dated 9/21/15, copy attached..... 1,173.00

Cost to delete chandelier light fixture type KE and install fixture to be supplied By Town of Grafton per M. O'Connor Contracting, Inc. Change Proposal CP12 dated 8/14/15, copy attached..... (1,738.00)



CHANGE ORDER

DIXON SALO ARCHITECTS, INC.

501 Park Avenue STE 210
Worcester, MA 01610
ndixon@dixonsaloarchitets.com

T (508) 755-0533
F (508) 755-0050

Cost to furnish and install revisions to framing at Stair 309 from Second to Third Floor per M. O'Connor Contracting, Inc. Change Proposal CP14 dated 8/20/15, copy attached..... 1,616.00

Cost to furnish and install additional framing to support LVL beams at third Floor per M. O'Connor Contracting, Inc. Change Proposal ~~CP15~~ ^{CP15} dated 9/21/15, copy attached..... 3,205.00

Cost to furnish and install revisions to plumbing at Women's Room 207 and Men's Room 208 due to structural obstructions per M. O'Connor Contracting, Inc. Change Proposal CP16 dated 9/21/15, copy attached..... 2,424.00

Cost to furnish and install additional demolition and framing to accommodate Furnaces #6 & #7 at Men's Room 126 & Women's Room 127 per M. O'Connor Contracting, Inc. Change Proposal CP17 dated 9/21/15, copy attached..... 891.00

Revisions to air & vapor barrier per M. O'Connor Contracting, Inc. Change Proposal CP18 dated 10/7/15, copy attached..... 0.00

Cost to furnish and install revisions to wall types at and between Studios 212 & 213 per M. O'Connor Contracting, Inc. Change Proposal CP19 dated 9/21/15, copy attached..... 3,577.00

Cost to furnish and install revisions to sprinkler system to make provisions for future extension of sprinkler system per M. O'Connor Contracting, Inc. Change Proposal CP20 dated 9/21/15, copy attached..... 531.00

Cost to furnish and install revisions to door hardware per M. O'Connor Contracting, Inc. Change Proposal CP21 dated 10/7/15, copy attached..... 5,765.00

Cost to furnish and install additional sprinkler heads at Old Town Foods 123 due to unforeseen conditions per M. O'Connor Contracting, Inc. Change Proposal CP22 dated 10/7/15, copy attached..... 2,273.00

Cost to furnish and install decorative PVC louver at Elevator tower per M. O'Connor Contracting, Inc. Change Proposal CP23 dated 10/19/15, copy attached 462.00

Cost to furnish and install additional wood strapping to support fiber cement Siding per M. O'Connor Contracting, Inc. Change Proposal CP24 dated 11/2/15, copy attached..... 3,006.00



CHANGE ORDER

DIXON SALO ARCHITECTS, INC.

501 Park Avenue STE 210
Worcester, MA 01610
ndixon@dixonsaloarchitets.com

T (508) 755-0533
F (508) 755-0050

Cost to furnish and install work associated with the demolition, repair & rebuilding and structural work at original brick wall which was found to be structurally unsound per M. O'Connor Contracting, Inc. Change Proposal CP25 dated 11/9/15, copy attached..... 106,353.00

Cost to raise existing electric panel P1 at Stage 216 to make provisions for raising of floor in this area at a future date per M. O'Connor Contracting, Inc. Change Proposal CP26 dated 11/13/15, copy attached..... 326.00

Cost to furnish and install new lighting at Studios 212 & 213 per M. O'Connor Contracting, Inc. Change Proposal CP27 dated 11/13/15, copy attached..... 6,620.00

Not valid until signed by the Owner, Architect and Contractor. Total 142,326.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,985,800.00
Net change by previously authorized Change Orders	\$	0.0
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,985,800.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	142,326.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	3,128,126.00
The contract Time will be (increased) (decreased) (unchanged) by	(0) days	
The date of Substantial Completion as of the date of this Change order therefore is		February 20, 2016

NOTE: This summary does not reflect changes in the Contract Sum. Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT Dixon Salo Architects, Inc.	CONTRACTOR M. O'Connor Contracting, Inc.	OWNER Town of Grafton Board of Selectmen
Address 501 Park Avenue Worcester, MA 01610	Address 7-Old Great Road Lincoln, RI 02865	Address 30 Providence Road Grafton, MA 01519

BY	BY	BY
DATE 12.2.15	DATE 12/2/15	DATE



19 Ledge Hill Road - P.O. Box 320277
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: August 14, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal **3A Substitute Laminated Glass for Tempered**

Costs associated with the substitution of Laminated Glass
in lieu of Tempered Glass in doors 211, 212 & 213

Item 1:	Greenfield Glass	\$	356.94
	"See attached proposal"		

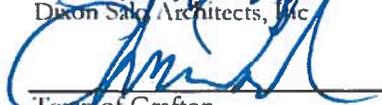
Subtotal:	\$	356.94
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	17.85
Bond (1.4%)	\$	5.00
Total:	\$	380.00

Note: Time Extension Request: 0 Days

Accepted by:



 Dixon Salo Architects, Inc



 Town of Grafton

9.8.15

 Date

9/8/15

 Date

Greenfield Glass Co., Inc.
52 River St.
Greenfield, MA 01301
P: (413)774-5277
Fax: (413)774-5523

Proposal

Customer:	M. O'Connor Contracting	Project:	Grafton Town House
Street:	19 Ledge Hill Rd		
Town:	West Roxbury, MA	Date:	19-Aug-15
Description		Quotation:	Valid for 30 Days

1/4" Tempered glazing and installation labor for the following locations:

24- B Doors
3- D Doors
1- E Door
1- F4 Frame

35 Pieces of glass total. Approx 310 square feet

Inclusions

Prevailing wage rates, submittals, SOV, COI and close out documents

Exclusions

Testing, Engineering, Shop Drawings

Total Proposal..... \$ 4,691.00

Add \$356.94 to change the following doors glazing to 1/4" Laminated Glass
No. 211, 212 & 213

Greenfield Glass is a Certified WBE with the State of Massachusetts

Thank you,
Andrew Girard
Greenfield Glass Co., Inc.
52 River St
Greenfield, MA



M. O'CONNOR CONTRACTING, INC.

19 Ledge Hill Road - P.O. Box 320277
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave # 210
Worcester, MA 01610
Attn: Neil Dixon

Date: August 14, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 4 Revisions to Mechanical Closet RM 307

Costs associated with the relocation of the door and louver
in the mechanical closet in room 307

- Item 1: General Mechanical No cost change
- Item 2: Galeno Associates No cost change
- Item 3: M.O'Connor Contracting No cost change
- Item 4: BBS Drywall No cost change

Subtotal:	\$	-
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	-
Bond (1.4%)	\$	-
Total:	\$	-

Note: Time Extension Request: 0 Days

Accepted by:


Dixon Salo Architects, Inc


Town of Grafton


Date

8/25/15
Date



DIXON SALO ARCHITECTS, INC.

501 Park Ave
Worcester, MA 01610

ndixon@dixonsaloarchitects.com

Tel. (508) 755-0533
Fax. (508) 755-0050

Proposal Request

Proposal Request Number: 04

TO: M. O'Connor Contracting, Inc.
ATTENTION: Mark Sargent

DATE: 22 June 2015

PROJECT: Comprehensive Accessibility & Assembly Alterations
and Addition
Grafton Town House
One Grafton Common
Grafton, MA

SUBJECT: Revisions to Mechanical Closet 307

Instructions:

Please refer to attached drawing SK-02 dated 06/17/15 for changes related to adjustment of HVAC equipment in Closet 307.

The changes include the following revisions to original drawing A-1.3:

1. Relocate of door 307.
2. Relocate return air grille.

Attachment:

Drawing SK-02, 6/17/15

Neil R. Dixon

Neil R. Dixon, Principal/Architect
Dixon Salo Architects, Inc.

CC: Andrew Deschenes

ARCHITECT:



DIXON SALO ARCHITECTS
INCORPORATED

801 PARK AVENUE
SUITE 810
CAMBRIDGE, MASSACHUSETTS 02142
617.552.0525
CAMBRIDGE@DIXONSALO.COM

ARCHITECTS STAMP

SCHMATIC DESIGN DEVELOPMENT 01.07.2015
 PERMIT CONSTRUCTION ASSEMBLY

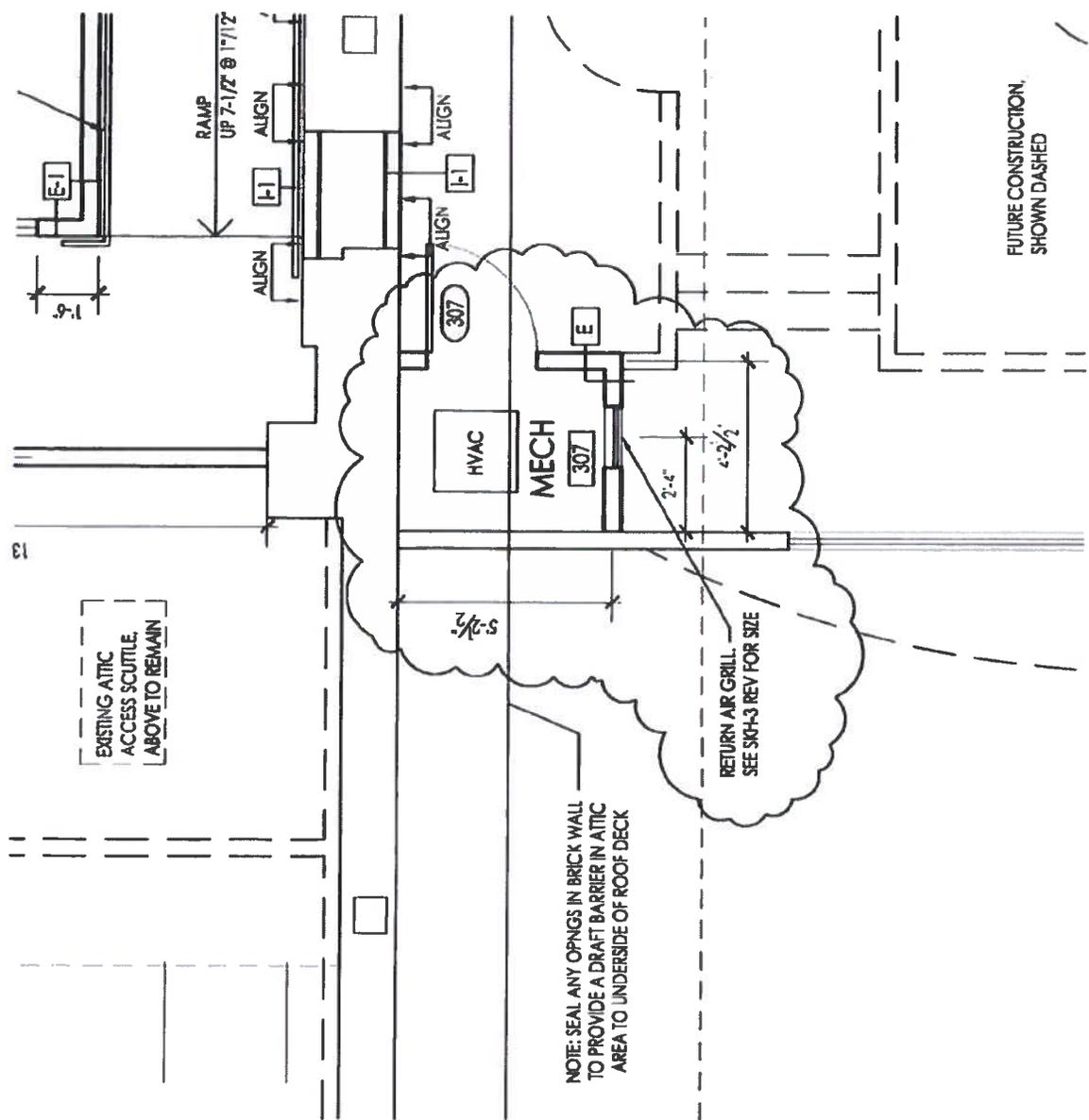
DATE: 08.17.15
 SCALE: 1/8" = 1'-0"
 PROJECT: 2014.08
 DRAWN: WFD
 CHECKED: N/D

PROJECT TITLE:
 COMPREHENSIVE ACCESSIBILITY & ASSEMBLY ALTERATIONS & ADDITION TO GUNFORD TOWN HOUSE ONE GUNFORD COMMON GUNFORD, MA

SHEET TITLE:
 REVISIONS TO MECHANICAL CLOSET ROOM 307

SHEET NUMBER:

SK-02



REFERENCE SHEET A-1.3

6/17/2015 11:30 AM



19 Ledge Hill Road - P.O. Box 320277
 West Roxbury, Massachusetts 02132-0003
 Telephone 617-327-3070
 Fax 617-327-9731

Town of Grafton
 30 Providence Road
 Grafton MA, 01519
 Attn: Richard Thuma

Dixon Salo Architects, Inc
 501 Park Ave #210
 Worcester, MA 01610
 Attn: Neil Dixon

Date: August 24, 2015

Re: Grafton Townhouse
 One Grafton Common, Grafton MA 01519

Change Proposal 5 **Added Soffits Required for HVAC Work**

Costs associated with the addition of gypsum and fiber cement soffits in Vestibule 024, Foyer 206 and Corridor 215

Item 1:	BBS Drywall	"See attached proposal"	\$	1,280.00
Item 2:	MC Contractors			
		1 Carpenter 4 hrs @ \$62.03 per hr	\$	248.12
		1 Laborer 4 hrs @ \$56.85 per hr	\$	227.40
		Burden 30%	\$	142.66
Item 3:	Littleton Lumber		\$	150.00
		Subtotal:	\$	2,048.18
		Contractor's Overhead & Profit (10%)		
		Contractor's Overhead & Profit on FSB (5%)	\$	102.41
		Bond (1.4%)	\$	28.67
		Total:	\$	2,179.00

Note: Time Extension Request: 0 Days

Accepted by:


 Dixon Salo Architects, Inc
 Town of Grafton

9.8.15
 Date
9/8/15
 Date

From: [Joanne LeBlanc](#)
To: [Mark Sargent](#)
Subject: Re: Grafton Soffits
Date: Tuesday, August 18, 2015 3:35:52 PM

Mark,

Price to frame, hang and tap ceiling and soffit as per PR 05:

Materials:

4 sheets of drywall \$60

6 track \$30

10 metal stud \$40

2 bead and 3 bags durabond \$45

Stock total :\$175

Labor to frame ceiling: 2 man hours

Hang ceiling: 2 man hours

Tape ceiling : 3 man hours

7 hours @\$85= \$595

Labor frame/hang soffit: 3 man hours

Tape soffit: 3 man hours

6 man hours @\$85= \$510

Cost: \$1280.00

Joanne LeBlanc
Office Administrator
Brunswick Building Systems Inc.
Office: 508-219-4660
Fax:508-219-4661
Email: bbsdrywall@comcast.net

From: Mark Sargent <msargent@mccocontracting.com>

Date: Friday, August 14, 2015 at 12:15 PM

To: Joanne LeBlanc <bbsdrywall@comcast.net>

Cc: Joanne LeBlanc <bbsdrywall99@gmail.com>, Rick Potter <rpotter@mccocontracting.com>

Subject: Grafton Soffits

Joanne/Roger,

Not sure if Alex or Priscilla have sent this to you but, I really need it..... Please provide pricing to

add the metal framing for the exterior soffit at Vestibule 024 and metal framing and finished drywall soffits at Foyer 206 and Corridor 215.....

Mark Sargent

Project Manager

M. O'Connor Contracting, Inc.

19 Ledge Hill Road

West Roxbury, MA 02132

P: 617-327-3070

F: 617-327-9731

www.moccontracting.com



DIXON SALO ARCHITECTS, INC.

501 Park Ave
Worcester, MA 01610
ndixon@dixonsaloarchitects.com

Tel. (508) 755-0533
Fax. (508) 755-0050

Proposal Request

Proposal Request Number: 05

TO: M. O'Connor Contracting, Inc.
ATTENTION: Mark Sargent

DATE: 22 June 2015

PROJECT: Comprehensive Accessibility & Assembly Alterations
and Addition
Grafton Town House
One Grafton Common
Grafton, MA

SUBJECT: Added soffits required for HVAC ductwork

Instructions:

Please refer to attached drawings SK-03 & SK-04 dated 06/17/15 for added soffits required for HVAC ductwork.

The changes include the following changes to original drawings A-2.0 & A-2.2:

1. Added fiber cement soffit at exterior adjacent to Vestibule 024.
2. Added gypsum wallboard soffit and lowered acoustical tile soffit at Foyer 206.
3. Added gypsum wallboard soffit at Corridor 215.

Attachment:

Drawing SK-03, 6/17/15
Drawing SK-04, 5/17/15

Neil R. Dixon

Neil R. Dixon, Principal/Architect
Dixon Salo Architects, Inc.

CC: Andrew Deschenes

ARCHITECT



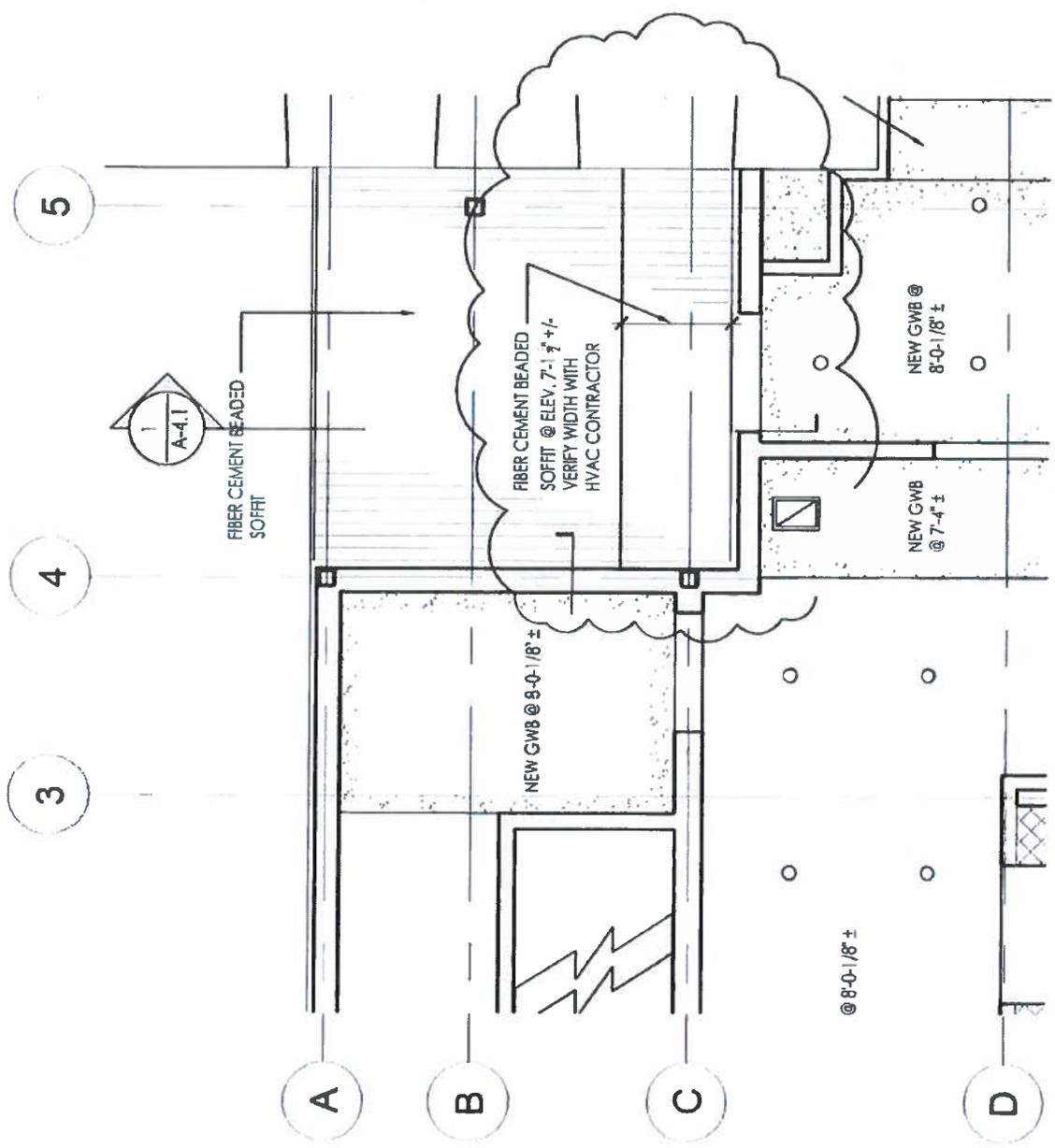
DIXON SALO ARCHITECTS INCORPORATED
 501 PARK AVENUE
 SUITE 210
 GRAFTON, MASSACHUSETTS 01924
 TEL: 978.262.1100
 FAX: 978.262.1101
 WWW.DIXONSALO.COM

ARCHITECTS STAMP

SCHMATIC	01/07/2015
DESIGN DEVELOPMENT	
BD	
PERMIT	
CONSTRUCTION	
ASBUILT	
DATE	08/17/15
SCALE	1/2" = 1'-0"
PROJECT	2014.00
DRAWN	HTS
CHECKED	HTS
PROJECT TITLE	COMPREHENSIVE ACCESSIBILITY & ASSEMBLY ALTERATIONS & ADDITION GRAFTON TOWN HOUSE ONE GRAFTON COMMON GRAFTON, MA

SHEET TITLE
ADDED SOFFIT AT EXTERIOR ADJACENT TO VESTIBULE 024

SHEET NUMBER
SK-03



REFERENCE SHEET A-2.0

6/17/2015 11:36 AM

ARCHITECT:



DIXON SALO ARCHITECTS
301 PARK AVENUE
SUITE 210
CAMBRIDGE, MASSACHUSETTS 02142
(617) 552-7500
CAMBRIDGE@DIXONSALOARCHITECTS.COM

ARCHITECT'S STAMP

SCHEMATIC
DESIGN DEVELOPMENT
BD
PERMIT
CONSTRUCTION
ASBUILT

01 07 2015

DATE: 08/17/15
SCALE: 1/4" = 1'-0"

PROJECT: 2014-08

DRAWN: WJS

CHECKED: NFD

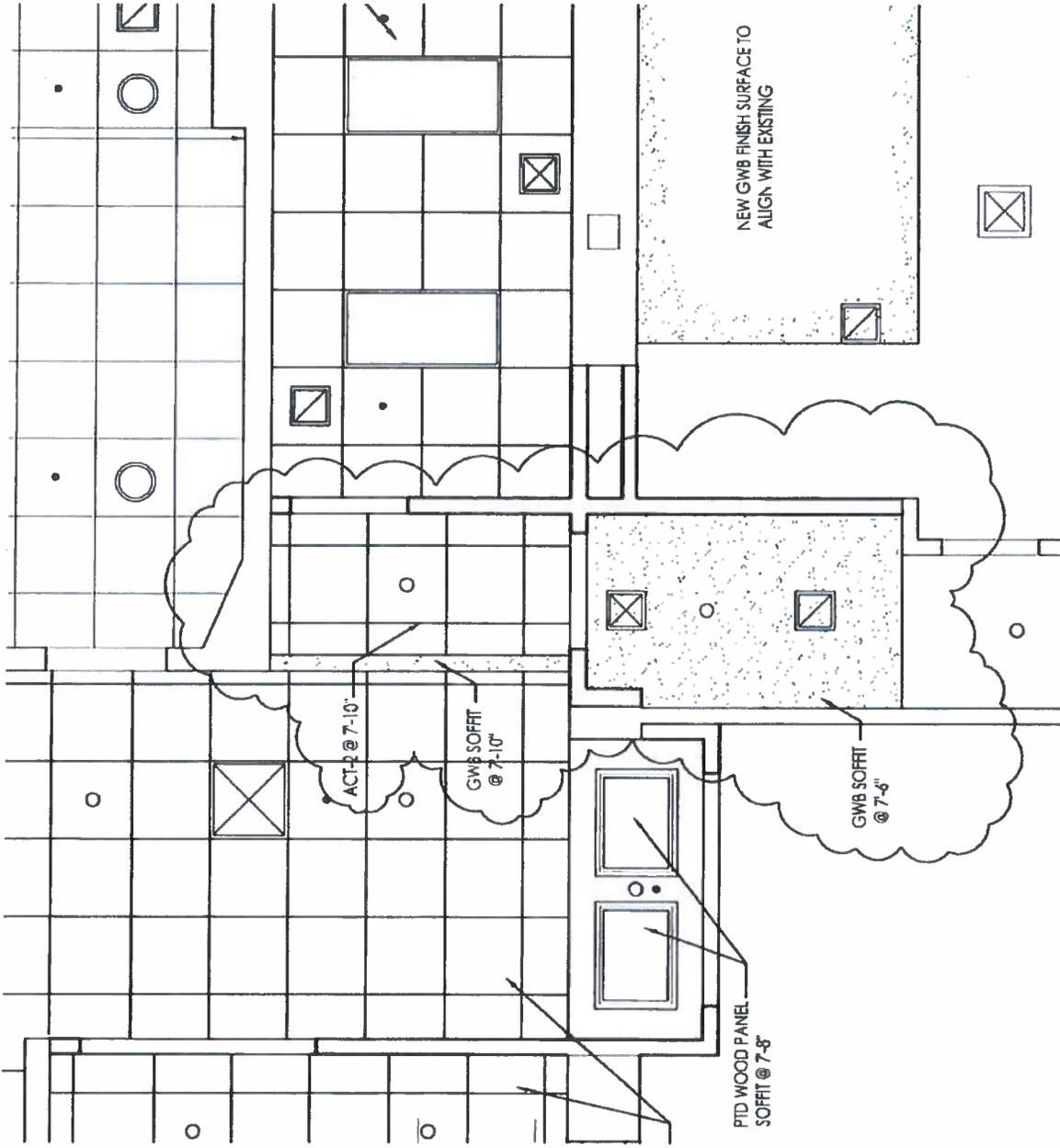
PROJECT TITLE:
COMPREHENSIVE ACCESSIBILITY &
ASSEMBLY ALTERATIONS & ADDITION
GRAFTON TOWN HOUSE
ONE GRAFTON COMMON
GRAFTON, MA

SHEET TITLE:

ADDED SOFFITS AT
FOYER 206 &
CORRIDOR 215

SHEET NUMBER:

SK-04



REFERENCE SHEET A-2.2

6/17/2015 11:37 AM



M. O'CONNOR CONTRACTING, INC.

19 Ledge Hill Road - P.O. Box 320211
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave # 210
Worcester, MA 01610
Attn: Neil Dixon

Date: August 16, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 6 Revisions to Men's Room 126

Costs associated with the relocation of partitions in Men's Room 126

- Item 1: BBS Drywall "No Cost Change"
- Item 2: General Mechanical "No Cost Change"
- Item 3: DMH Electric "No Cost Change"
- Item 4: Acoustek "No Cost Change"
- Item 5: Rustic Fire "No Cost Change"
- Item 6: M. O'Connor Contracting "No Cost Change"

Subtotal:	\$	-
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	-
Bond (1.4%)	\$	-
Total:	\$	-

Note: Time Extension Request: 0 Days

Accepted by:


Dixon Salo Architects, Inc


Date


Town of Grafton

8/25/15
Date



M. O'CONNOR CONTRACTING, INC.

19 Ledge Hill Road - P.O. Box 320277
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Selo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: August 16, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 7 Revisions to HVAC ductwork per PR.007

Provide additional Labor and materials per PR07 and related HVAC sketches.

Item 1:	General Mechanical	\$	1,127.00
	"See attached proposal"		

Subtotal:	\$	1,127.00
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	56.35
Bond (1.4%)	\$	15.78
Total:	\$	1,199.00

Note: Time Extension Request: 0 Days

Accepted by:


Dixon Selo Architects, Inc


Date


Town of Grafton

8/25/15
Date

**General
Mechanical
Contractors, Inc.** . MPL #12087

29 A Sword Street
Auburn, MA 01501
Phone (508) 754-7366
Fax (508) 756-6750

June 30, 2015

Mark Sargent
M. O'Connor Contracting, Inc.
19 Ledgehill Road
West Roxbury, MA 02132-0003

Fax: 617-327-9731

RE: Grafton Commons
PR 07 Additional Pricing

Provide additional labor and materials per PR07 and related HVAC sketches.

Total: \$1,127.00

Please provide change order to proceed.

Thank you,


Joe Costantino
Project Manager

GENERAL MECHANICAL CONTRACTORS, INC.

Grafton Townhouse Addition & Renovations

Revisions to HVAC Ductwork

DATE: 7/1/15

Reason For Change: Attached are the additional HVAC costs associated with PR07. Please see the following breakdown.

MATERIAL COSTS

Additional Materials	Cost per Unit	Total
lot original ductwork		\$ (7,031.00)
lot revised ductwork		\$ 7,518.00
lot credit on 1st fl and basement		\$ (221.00)
Total Additional Material Costs		\$ 266.00

LABOR COSTS

Additional Man Hours	Wage	Total
<u>-82</u> original ductwork hours	\$ 84.87	\$ (6,959.34)
<u>96</u> revised ductwork hours	\$ 84.87	\$ 8,147.52
<u>-4</u> revised ductwork hours	\$ 84.87	\$ (339.48)
Total Additional Labor Costs		\$ 848.70

SUB-TRADE CONTRACTOR COSTS

Sub-Trade Contractor	Cost
	\$ -
Total Sub-Trade Contractor Costs	\$ -

Trade Contractor Overhead and Profit

w/ OH & P =	\$	1,114.70	X 1 =	\$	1,114.70
Total Sub-Trade Contractor	\$	-	X 1.05 =	\$.
Total Cost w/ out Bond =	\$	1,114.70			
Bond Cost (1.08%)	\$	12.04			
Total Cost	\$	1,126.74			



19 Ledge Hill Road - P.O. Box 320277
 West Roxbury, Massachusetts 02132-0003
 Telephone 617-327-3070
 Fax 617-327-9731

Town of Grafton
 30 Providence Road
 Grafton MA, 01519
 Attn: Richard Thuma

Dixon Salo Architects, Inc
 501 Park Ave #210
 Worcester, MA 01610
 Attn: Neil Dixon

Date: September 21, 2015

Rc: Grafton Townhouse
 One Grafton Common, Grafton MA 01519

Change Proposal 9A LVL Beam Bearing at Third Floor

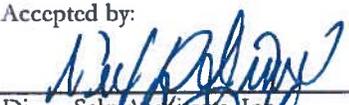
Costs associated with the change in the LVL beam located in third floor.

Item 1: MC Contractors	"See attached proposal"	\$	500.00
Item 2: Littleton Lumber	"See attached proposal"	\$	132.00
Item 3: Cut Pocket	1 Mason 8 hrs @ \$70.48 per hr	\$	563.84
Item 4: AM Enterprises	"See attached proposal"	\$	800.00
Item 5: Dumpster	1/2 dumpster cost	\$	750.00

Subtotal:	\$	2,745.84
Contractor's Overhead & Profit (10%)	\$	274.58
Contractor's Overhead & Profit on FSB (5%)		
Bond (1.4%)	\$	38.44
Total:	\$	3,059.00

Note: Time Extension Request: 0 Days

Accepted by:



 Dixon Salo Architects, Inc



 Town of Grafton

10/8/15
 Date

10/8/15
 Date

AM ENTERPRISES CORP

643 C BROADWAY
LAWRENCE, MA 01841

INVOICE

DATE	9/18/2015
INVOICE #	101

BILL TO

Mark Sargent
M. O'Connor Contracting, Inc.
19 Ledge Hill Road
West Roxbury, MA 02132
PROJECT: GRAFTON TOWN HOUSE
Email:amenterprisescorp1@gmail.com

DESCRIPTION	TAXED	AMOUNT
Remove the brick from the walls on existing staircase, approximatly 62l		\$ 2,400.00
Remove existing plywood flooring in Baths 126 & 127. CP 9A		\$ 800.00
Remove the existing metal pan ceiling in Foyer 206		\$ 800.00
Remove all brick from the following openings, RAMP 3RD Fl, Doors 206.1 , 201.2, 101.1, 101.2 corridor 025, door 003 vestibule 024.		\$ 4,800.00
Remove celings at stairs to 3rd floor.		\$ 800.00
Remove door trim and frame at the following doors; 301, 212, 214.1, 21		\$ 800.00
Remove windows in the following rooms, 2 in bath 2007, 1 door 201.1 2 in existing staircase, 2 in Suite		\$ 3,200.00
Remove wall at door location 012. (3' X 7)		\$ 800.00
Remove wall at room 009 ((6'x7') and corridor 005 (8" X 7)		\$ 800.00
Remove and Dispose of Existing Ceilings in Room 126 & 127		\$ 800.00
TOTAL		\$ 16,500.00

If you have any questions about this invoice, please contact: Jose Minaya
Thank You For Your Business!

MC Contractors Inc

MC Contractors Inc
34 Belmont Park
Everett, MA 02149
+1 (617) 201-4899 FAX: +1 (617) 294-0513
mc.contractorsinc1@gmail.com

PROPOSAL

Project Address
N/A
Grafton, MA

Proposal #:	0000047
Date:	September 09, 2015

Post \$500.00

- Install LVL beam bearing to wood be and wood post connection at third floor.

TOTAL COST: \$500.00 (five hundred dollars)

Warranty

The Contractor undertakes that: any patent defect or other faults which may appear within 24 months of completion of the Works due to materials or workmanship not in accordance with this Contract, shall within a reasonable time after receipt of the Owner's written instruction be made good by the Contractor and unless otherwise mutually agreed upon, at his own cost.

Disclaimer

Price based on details as noted on bidding set. Final review of construction plans and structural engineering required prior to commencement of work. Any variations in final construction set may require additional charges or revisions to price. Price is for labor only does not include any materials or nails.

By signing below, you understand and agree to this proposal, the price quoted, and to honor all contract obligations.

Mark Sargent

MC Contractors Inc
Contractor Authorized Signature



An employee-owned company

CONCORD LUMBER LITTLETON LUMBER

126 Lowell Rd.
Concord, MA 01742
978-369-3640
800-696-0123

55 White Street
Littleton, MA 01460
978-486-9877
800-698-4343



2 Omega Way
Littleton, MA 01460
978-486-0761



69 Great Road
Acton, MA 01720
978-263-9898

www.concordlumbercorp.com

Quotation

Invoice Address
M. O'Connor Contracting, Inc.
19 Ledge Hill Road
West Roxbury, MA, 02132

Delivery Address
M. O'Connor Contracting, Inc.
19 Ledge Hill Road
West Roxbury, MA, 02132

Quote No 322675
Quote Date 07/27/2015
Customer 11810
Your Ref
Delivery By 07/27/2015
Taken By Harrison Fitch
Sales Rep John Christoforo
Branch 2 - Littleton Lumber



Page 1 of 1

Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	zz_MHSO_11953	SIMPSON A44	3 EA	2.42	EA	7.26
2	zz_MHSO_11955	SIMPSON 1212 HEAVY T STRAP	2 EA	34.65	EA	69.30
3	zz_MHSO_3874	ea, simpson OHS - ORNAMENTAL STRAP TIE	2 EA	23.84	EA	47.68

Total Amount	\$124.24
Sales Tax	\$7.77
Quotation Total	\$132.01

This quote expires 8/15/2015. By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Buyer _____ Date _____

ADDITIONAL TERMS AND CONDITIONS

1. Any acceptance by Concord Lumber Corp. (Seller) is expressly made conditional on Buyer's assent to the terms contained herein. Any acceptance by Buyer is expressly limited to the terms herein.
2. Buyer hereby constitutes any person engaged in the performance of labor upon the premises where delivery is to be made, as buyer's agent to accept delivery of any material delivered under this contract, and it is understood that Seller will in no way be responsible for the disposition of any material after such delivery to the premises.
3. Buyer shall pay all Finance Charges due Seller under the terms of the separate Credit Agreement between Buyer and Seller.
4. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.
5. Seller reserves the right at any time to suspend credit, to change credit terms provided herein, to suspend performance, to decline to ship, or to stop any goods in transit when, in its sole opinion, the financial condition of the buyer so warrants. In any such case, in addition to and not exclusive of any other remedies herein or by law provided (including the right to recover damages), cash payment or a satisfactory security agreement from Buyer may be required by Seller before shipment, the due date of payment by Buyer under any contract or order with Seller may be accelerated by Seller or Seller may terminate any contract between Buyer and Seller. Failure to pay any invoice when due makes all subsequent invoices immediately due and payable, irrespective of terms, and Seller may withhold all subsequent deliveries until the full account is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights.
6. **UNLESS SELLER DELIVERS TO BUYER IN CONNECTION WITH THE SALE PROVIDED FOR HEREBY A WRITING OF SELLER EXPRESSLY SPECIFIED TO BE A WARRANTY IN OR ON SUCH WRITING, ALL EXPRESS WARRANTIES AND ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.**
7. Seller shall not be liable for normal manufacturing defects or customary variances from specifications.
8. Any claim for shortage in quantity or defective material shall be made in writing to Seller within ten days of delivery; otherwise such claim shall be deemed to have been waived.
9. Buyer shall afford Seller prompt and reasonable opportunity to inspect goods as to which any claim is made. Seller reserves the right, in its sole discretion, to repair, replace or substitute other goods therefor, and by making such repair or replacement, Seller shall have no further liability to Buyer with respect to such goods. If any defective goods are not so repaired or replaced by Seller, Seller's liability shall be limited to the stated purchase price of such goods. Seller shall in no event be liable for Buyer's manufacturing costs, lost profits, goodwill or other indirect, special, incidental or consequential damages.
10. Buyer shall strictly observe and comply with all federal, state and local laws, rules, regulations and orders which govern or affect the manufacture, sale, handling or disposal of the goods covered hereunder.
11. This writing constitutes the entire agreement between the parties and all prior representations have been merged herein. This writing and any additional writing, if any, may not be modified or terminated except by a writing signed by a duly authorized representative of Seller.



M. O'CONNOR CONTRACTING, INC.

19 Ledge Hill Road - P.O. Box 320211
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: August 14, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 10 Third Floor Lighting at Room 308

Costs associated with PR 10 to delete 5 fixtures and emergency battery Unit.

Item 1: DMH Electric "See attached proposal" \$ (916.33)

Subtotal:	\$	(916.33)
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	(45.82)
Bond (1.4%)	\$	(12.83)
Total:	\$	(975.00)

Note: Time Extension Request: 0 Days

Accepted by:


Dixon Salo Architects/Inc


Town of Grafton

8.25.15
Date

8/25/15
Date

D.M.H. Electric, Inc.

29 Legate Hill Road - Unit A
Sterling, MA 01564

Change Order

Date	Change Order No
8/17/15	2787

Name / Address
M. O'Connor Contracting, Inc. PO Box 320277 19 Ledge Hill Road West Roxbury, MA 02132-0003

Job No.
S372 Grafton Town House Grafton...

Description	Total
RE: Grafton Town House Proposal for the credit applied in accordance with with proposal request dated July 21, 2015. THis to include the following: - Delete five (5) Type "A" recessed fixtures. - Delete one (1) emergency battery unit. - Relocate one (1) emergency battery unit. - Relocate one (1) single pole switch. - Relocate one (1) three-way switch. Total Cost Deduct : -916.33	

Total \$0.00

Phone #	Fax #
978-422-0400	978-422-3580

Signature

DIVISION OF CAPITAL ASSET MANAGEMENT

FORMAT FOR SUBMISSION OF CHANGE ORDER

WORK OF "FILED SUB CONTRACTOR" AND/OR "GENERAL CONTRACTOR"

NOTE: The Work Of The "GENERAL CONTRACTOR", "NON FILED SUB CONTRACTOR" And The "FILED SUB CONTRACTOR" Must Be Presented On His/Her Own Company Letterheads. This Information Must Be Completed By Every Contractor Doing Work Created By The Change.

WORK OF THE "FILED SUB" CONTRACTOR

1. DIRECT LABOR: "FILED SUB CONTRACTOR":

To Include: Prevailing Wage Per Specifications or Verified Union Base Wage, Health/Welfare, Pension and Annuities

Trade	Classification	No. of Workers	Total Hrs. Worked	Pay Per Hour	Total Cost
Elec	Elec	1	-2.2	\$ 76.17	\$ (167.57)
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL LABOR COST: \$ (167.57)

2. MATERIALS: "FILED SUB CONTRACTOR":

Type of Material	Quantity	Item Price	Total Cost
4" Square Deep w/ plaster ring	2	\$ 5.68	\$ 11.36
12/2 MC	25	\$ (0.42)	\$ (10.50)
Dual Head Emergency Battery Pack	1	\$ (105.00)	\$ (105.00)
Recessed Down Lights	5	\$ (90.00)	\$ (450.00)
Relocate 2 switches and 1 ebu	3	\$ -	\$ -
			\$ -

TOTAL MATERIALS COST: \$ (554.14)

3. EQUIPMENT: "FILED SUB CONTRACTOR":

Type of Equipment	Hours Required	Cost per Unit per hr.	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

TOTAL EQUIPMENT COST: \$ -

4. SUB TOTAL "FILED SUB CONTRACTOR" COST FOR ITEMS 1., 2. & 3.:

SUB TOTAL: \$ (721.71)

5. MISC. LUMP SUM SERVICES PROVIDED TO "FILED SUB CONTRACTOR" (POLICE DETAIL, UTILITIES, LUMP SUM SUB SUB WORK, ETC.):

Type of Miscellaneous Lump Sum Service	Cost	Total Cost
		\$ -
		\$ -
		\$ -

TOTAL MISC. LUMP SUM SERVICE COST: \$ -



DIXON SALO ARCHITECTS, INC.

501 Park Ave
Worcester, MA 01610
ndixon@dixonsaloarchitects.com

Tel. (508) 755-0533
Fax. (508) 755-0050

Proposal Request

Proposal Request Number: 10

To: M. O'Connor Contracting, Inc.
ATTENTION: Mark Sargent

DATE: 21 July 2015

PROJECT: Comprehensive Accessibility & Assembly Alterations
and Addition
Grafton Town House
One Grafton Common
Grafton, MA

SUBJECT: Third Floor Lighting at Room 308

Instructions:

Please submit a Change Proposal to perform the following revisions to the lighting shown on original Drawing E4.1.

Please refer to attached drawing SKE-5 for proposed revisions to lighting.

Fixtures designated as type ER are to be existing globe pendant fixtures removed from Second Floor Offices and Studios to be installed as indicated.

Please refer to attached drawing SKE-5A for fixtures to be deleted or relocated.

Delete five (5) type A fixtures.

Relocate one (1) Emergency Battery Light fixture

Deleted one (1) Emergency Battery Light fixture

Relocate one (1) single pole and one (1) 3 way switch to exterior wall (Partition where switches are shown will not be constructed at this time.

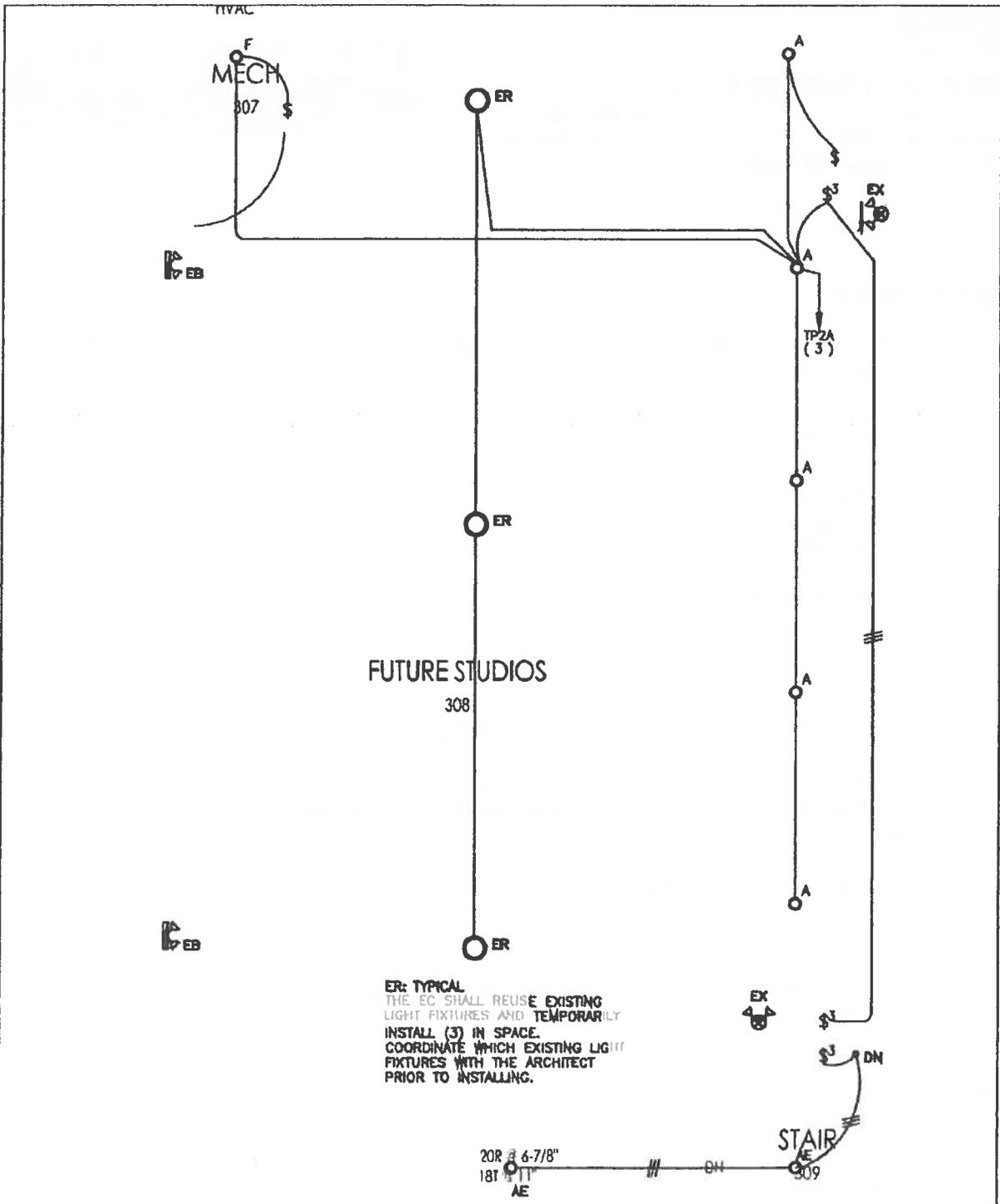
Attachment:

Drawing SK-S1, 6/29/15

Neil R. Dixon

Neil R. Dixon, Principal/Architect
Dixon Salo Architects, Inc.

CC: Andrew Deschenes



ER: TYPICAL
 THE EC SHALL REUSE EXISTING LIGHT FIXTURES AND TEMPORARILY INSTALL (3) IN SPACE. COORDINATE WHICH EXISTING LIGHT FIXTURES WITH THE ARCHITECT PRIOR TO INSTALLING.

SHEPHERD ENGINEERING, INC.
 ELECTRICAL CONSULTANTS
 150 GRAFTON STREET
 WORCESTER, MASSACHUSETTS 01604
 PHONE: (508) 767-7763 • FAX: (508) 763-2330
 REFERENCE NO.: 16349

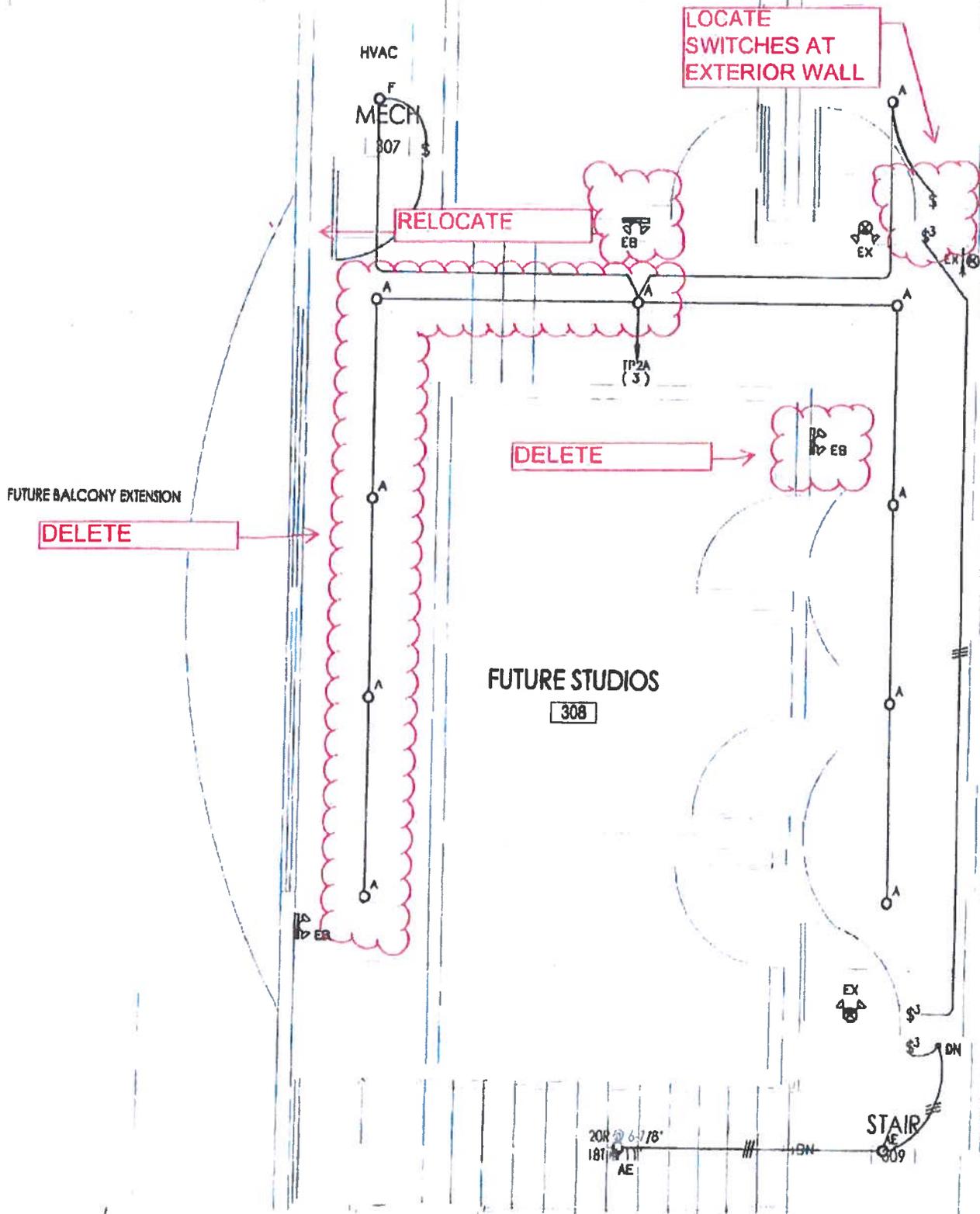
PROJECT
 COMPREHENSIVE ACCESSIBILITY & ASSEMBLY ALTERATIONS & ADDITION
 GRAFTON TOWN HOUSE
 ONE GRAFTON COMMON
 GRAFTON, MA

TITLE
 THIRD FLOOR PLAN
 LIGHTING
 FUTURE STUDIOS

FILE REF: FA.1
DWN. BY: OCR
CKD. BY: JDS
JOB NO: 14040
SCALE: 1/4"=1'-0"
DATE: 07/21/2010

SKE-5

THIRD FLOOR LIGHTING AT
FUTURE STUDIOS 308
SKE-5A





19 Ledge Hill Road - P.O. Box 520211
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: September, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 11 **Revise Routing of Furnace Flues**

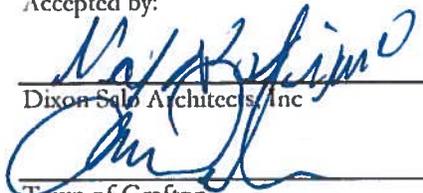
Cost to provide three additional pipe flashings in standing seam roof.

Item 1: Silktown Roofing "See attached proposal" \$ 1,102.21

Subtotal:	\$	1,102.21
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	55.11
Bond (1.4%)	\$	15.43
Total:	\$	1,173.00

Note: Time Extension Request: 0 Days

Accepted by:



Dixon Salo Architects, Inc


Town of Grafton

10-8-15
Date

10/8/15
Date



September 10, 2015

M. O'Connor Contracting
19 Ledge Hill Road
West Roxbury, MA 02132
Attn: Mark Sargent

RE: Grafton Town House – PR# 11

Silktown Roofing proposes to furnish all materials, labor, tools and equipment necessary to perform the roofing scope as listed below on the above referenced project for:

TOTAL PROPOSED PRICE: \$ 1,102.92

Scope of Work:

- Furnish and install 3 new pipe penetrations on the existing metal roof.

Pipe Flashings: 3 @ \$60/ea	\$ 180.00
Freight:	\$ 35.00
Labor: 8 @ \$98.49/hr	\$ 787.92
Subtotal	\$ 1,002.92
10% OH&P	<u>\$ 100.29</u>
Total change	\$ 1,102.21

If you have any questions, please do not hesitate to contact me.

Sincerely,

Silktown Roofing, Inc.
Bill Glasheen-Project Manager

134 Ferry Street South Grafton, MA 01560
508-887-8908 Fax 508-887-8918
www.silktownroofing.com



19 Leighton Road - P.O. Box 320211
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: August 14, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 12 PR2A Delete Chandelier

Item 1: DMH Electric "See attached proposal" \$ (1,633.29)

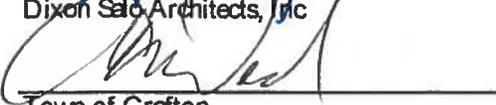
Subtotal:	\$	(1,633.29)
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	(81.66)
Bond (1.4%)	\$	(22.87)
Total:	\$	(1,738.00)

Note: Time Extension Request: 0 Days

Accepted by:



Dixon Salo Architects, Inc



Town of Grafton

9/22/15
Date

9/22/15
Date

D.M.H. Electric, Inc.

29 Legate Hill Road - Unit A
Sterling, MA 01564

Change Order

Date	Change Order No
8/17/15	2788

Name / Address
M. O'Connor Contracting, Inc. PO Box 320277 19 Ledge Hill Road West Roxbury, MA 02132-0003

Job No.
S372 Grafton Town House I Grafton...

Description	Total
RE: Grafton Town House SKE-6 Proposal for the labor and material for the change as specified in the Ske-6 dated August 11, 2015. This to include the following: - Delete the purchase of one (1) type "KE" fixture - Furnish and install one (1) Type "EB" emergency battery unit - Furnish and install one (1) daylight sensor device and wire to chandelier - Installation of owner supplied chandelier already included in base bid, no additional charge. Total Deduct : - (\$1,633.29)	
Total \$0.00	

Phone #	Fax #
978-422-0400	978-422-3580

Signature _____

DIVISION OF CAPITAL ASSET MANAGEMENT

FORMAT FOR SUBMISSION OF CHANGE ORDER

WORK OF "FILED SUB CONTRACTOR" AND/OR "GENERAL CONTRACTOR"

NOTE: The Work Of The "GENERAL CONTRACTOR", "NON FILED SUB CONTRACTOR" And The "FILED SUB CONTRACTOR" **Must** Be Presented On His/Her Own Company Letterheads. This Information Must Be Completed By Every Contractor Doing Work Created By The Change.

WORK OF THE "FILED SUB" CONTRACTOR

1. DIRECT LABOR: "FILED SUB CONTRACTOR":

To Include: Prevailing Wage Per Specifications or Verified Union Base Wage, Health/Welfare, Pension and Annuities

Trade	Classification	No. of Workers	Total Hrs. Worked	Pay Per Hour	Total Cost
Elec	Elec	1	2	\$ 76.17	\$ 152.34
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL LABOR COST: \$ 152.34

2. MATERIALS: "FILED SUB CONTRACTOR":

Type of Material	Quantity	Item Price	Total Cost
Type KE Fixture Cost	1	\$ (1,745.00)	\$ (1,745.00)
Dual Head Emergency Battery pack	1	\$ 105.00	\$ 105.00
Daylight Sensor	1	\$ 78.00	\$ 78.00
12-2 MC	25	\$ 0.42	\$ 10.50
			\$ -
			\$ -

TOTAL MATERIALS COST: \$ (1,551.50)

3. EQUIPMENT: "FILED SUB CONTRACTOR":

Type of Equipment	Hours Required	Cost per Unit per hr.	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

TOTAL EQUIPMENT COST: \$ -

4. SUB TOTAL "FILED SUB CONTRACTOR" COST FOR ITEMS 1., 2. & 3.:

SUB TOTAL: \$ (1,399.16)

5. MISC. LUMP SUM SERVICES PROVIDED TO "FILED SUB CONTRACTOR" (POLICE DETAIL, UTILITIES, LUMP SUM SUB SUB WORK, ETC.):

Type of Miscellaneous Lump Sum Service	Cost	Total Cost
		\$ -
		\$ -
		\$ -

TOTAL MISC. LUMP SUM SERVICE COST: \$ -

CHANGE ORDER SUBMISSION FORMAT CONTINUED:

6. **"FILED SUB" ALLOWED 7% O&P Mark Up - MISC. LUMP SUM SERVICES:** 7% x ITEM 5: \$
7. **SUB TOTAL "FILED SUB CONTRACTOR" LINE ITEMS 4., 5. & 6.:** SUB TOTAL: \$
8. **INSURANCE AND TAXES ON "FILED SUB CONTRACTOR" DIRECT LABOR ONLY:**
- A. Insurance And Taxes At 30% (Enter 30% x Total of Item 1.): x ITEM 1.: \$
- OR**
- B. Actual Documented Cost Of Insurance & Taxes On Direct Labor Only. **As Per Contract Include Only The Following:**
- * Workmen's Compensation
 - * Massachusetts Unemployment Compensation
 - * Federal Social Security
 - * Liability Insurance
- Documented Insurance & Taxes (Enter Approved % x Total of Item 1.): x ITEM 1.: \$
9. **OTHER APPROVED "FILED SUB CONTRACTOR" DIRECT LABOR FRINGE BENEFITS:** FRINGE BENEFITS:
- (i.e.: Apprentice Training, Education Fund, Legal, Travel, ETC.)
10. **OVERHEAD AND PROFIT OF "FILED SUB CONTRACTOR":** FILED SUB
 Filed Sub Contractor can charge 20% of actual total cost of Item 4.: 20% x ITEM 4: \$
11. **TOTAL OF ITEMS 7., 8. (A. or B.), 9. and 10.** TOTAL "FILED SUB CONTRACTOR" COST: \$
TOTAL COST OF WORK PERFORMED BY "FILED SUB CONTRACTOR":



WORK OF THE "GENERAL" CONTRACTOR + "NON-FILED" SUBS

12. **DIRECT LABOR: "GENERAL CONTRACTOR" + "NON-FILED" SUBS:**
 To Include: Prevailing Wage Per Specifications or Verified Union Base Wage, Health/Welfare, Pension and Annuities

Trade	Classification	No. of Workers	Total Hrs. Worked	Pay Per Hour	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL LABOR COST: \$



DIXON SALO ARCHITECTS, INC.

501 Park Ave
Worcester, MA 01610

ndixon@dixonsaloarchitects.com

Tel. (508) 755-0533
Fax. (508) 755-0050

Proposal Request

Proposal Request Number: 02A

TO: M. O'Connor Contracting, Inc.
ATTENTION: Mark Sargent

DATE: 11 August 2015

PROJECT: Comprehensive Accessibility & Assembly Alterations
and Addition
Grafton Town House
One Grafton Common
Grafton, MA

SUBJECT: Delete Chandelier light fixture type 'KE'

Instructions:

Note: this Proposal Request replaces Proposal Request No. 02 dated 10 June 2015.

Delete chandelier light fixture type 'KE' and install chandelier light fixture to be furnished by Owner.

This change include the following:

1. Delete light fixture type 'KE'
2. Install new chandelier to be furnished by Owner.
3. Install new daylight sensor device and wire to chandelier.
4. Furnish and install new emergency light fixture.
5. Refer to drawing SKE-6, copy attached.

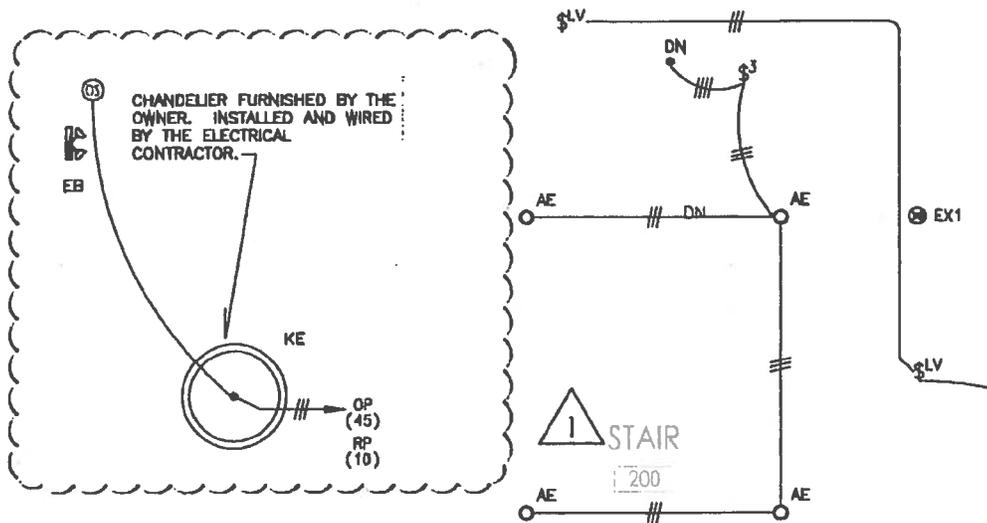
Attachment:

Drawing SKE-6, 8/1/15

Neil R. Dixon

Neil R. Dixon, Principal/Architect
Dixon Salo Architects, Inc.

CC: Andrew Deschenes



SECOND FLOOR PLAN - LIGHTING

Scale: 1/4"=1'-0"



SHEPHERD ENGINEERING, INC.
ELECTRICAL CONSULTANTS

1500 GRAFTON STREET
WORCESTER, MASSACHUSETTS 01604

PHONE: (508) 757-7763 • FAX: (508) 753-2300
REFERENCE NO.: 14049

PROJECT
COMPREHENSIVE ACCESSIBILITY &
ASSEMBLY ALTERATIONS &
ADDITION
GRAFTON TOWN HOUSE

ONE GRAFTON COMMON
GRAFTON, MA

TITLE
SECOND FLOOR
PLAN
LIGHTING
CHANDELIER

FILE REF: ESI

DWN. BY: GCR

CKD. BY: JDB

JOB NO: 14049

SCALE: 1/4"=1'-0"

DATE: 08/12/00

SKE-6

SHEPHERD ENGINEERING, INC.

1308 GRAFTON STREET • WORCESTER, MA 01604 • (508) 757 7793 • FAX: (508) 753 2309

MEMORANDUM

Date: September 1, 2015

To: Mr. Neil Dixon, Dixon Salo Architects

From: John D. Shepherd

Re: Grafton Town House
Grafton, MA

Response to COP #12

This office has reviewed the change order credit in the amount of **\$1,633.29** as submitted by DMH Electric, Inc. to delete the proposed chandelier located in the main stairwell. The amount requested for material and labor appears fair for the work involved and should be approved as a credit.



19 Lodge Hill Road - P.O. Box 320277
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: August 20, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 14 Additional Steel Work

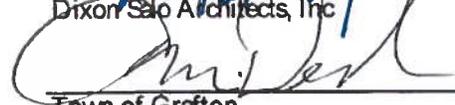
Costs associated with the additional steel work required due to unforeseen building conditions

Item 1: Village Forge "See attached proposal" \$ 1,519.00

Subtotal:	\$ 1,519.00
Contractor's Overhead & Profit (10%)	
Contractor's Overhead & Profit on FSB (5%)	\$ 75.95
Bond (1.4%)	\$ 21.27
Total:	\$ 1,616.00

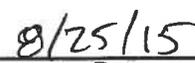
Note: Time Extension Request: 0 Days

Accepted by:


Dixon Salo Architects, Inc


Town of Grafton



Date


Date



SOMWBA Certified
WBE

P.O. Box 55
Readville, MA 02137
617-361-2591 Fax: 617-361-3989

Structural Steel and Ornamental Iron

August 11, 2015

Mr. Mark Sargent
M O'Connor Contracting
19 Ledge Hill Drive
West Roxbury, MA 02132

RE: Grafton Town House- Cut back plates at upper floors due to e unforeseen condition

Dear Sir,

We request an extra in the amount of **\$1519.00** for the cutting back of plates along the existing building. The beams along the building were designed with a plate welded to the top of it and are suppose to extend to within 1 to 2 inches of the existing building. The existing building is leaning in towards the new addition at the upper floors. The plates on top of the beams at the upper floor needed to be cut back so the steel in the new addition could be plumbed to AISC tolerances. See attached Extra work slips for further information. Our breakdown is as follows:

MAS Slips	\$	<u>1381.00</u>
Sub-Total	\$	1381.00
VF OHP		<u>138.00</u>
Total	\$	1519.00

Sincerely,

Sean P Farrell
Village Forge, Inc.

T&M #4406-1

Job: Grafton Town Houe

Date: 7/28/15-7/30/15

Description: (See attached Dally Summary Time & Material Sheet)

Labor

Class	Rate	Hrs	Total
Iron Worker	\$ 115.00	8.00	\$ 920.00
			\$ -
			\$ -
			\$ -
			\$ -
Labor Total =			\$ 920.00

Equipment

Description	Rate	Hrs	Total
Crane	\$ 200.00	2.00	\$ 400.00
Torch	\$ -	3.00	\$ -
Scissor Lift	\$ 12.00	3.00	\$ 36.00
Boom Lift	\$ 25.00	1.00	\$ 25.00
			\$ -
Equipment Total =			\$ 461.00

Materials

Description	Rate	Qty	Unit	Total
Materials Total =				\$ -
Total				\$ 1,381.00

MAS Building & Bridge, Inc.
 P.O. Box 49 Franklin, MA 02038
 PH(508) 520-2277 Fax(508) 520-2276

4.048

DAILY SUMMARY OF TIME & MATERIAL WORK

Project: Grafton Town House

Date: 7/30/15

Description of Work Cutting plate along existing beam to Plumb

Location: Grafton, MA

Note: The following work was performed this date requiring the use of the Labor Force, Materials, Equipment, Special Forces and Services Listed Hereon. Signature is for verification as to substance only, it does not constitute approval of entitlement or merit.

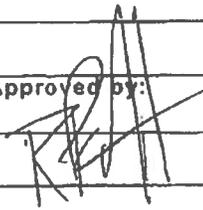
LABOR				EQUIPMENT	
Name	Class	Hours		Description	Hours
		ST	OT		
Matt English	FM	1		Torch Setup	1
Paul Bordenza	IW	1		Beam lift	1

OTHER

Quantity	Description	Hours
	cut plate on top Flange of Beam 28B1 to Plumb Columns against existing Building	1

Remarks

Submitted By: Matt English
 Foreman Title

Approved by: 
 Title



15 Edge Hill Road - P.O. Box 32027
West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: August 21, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal **15 Steel Columns per RFI 12 Response**

Costs associated with the addition of two steel columns at door opening
206.1 to support the steel beam lintels.

Item 1: Village Forge "See attached proposal" \$ 3,012.00

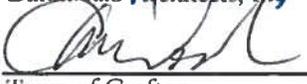
Subtotal:	\$	3,012.00
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	150.60
Bond (1.4%)	\$	42.17
Total:	\$	3,205.00

Note: Time Extension Request: 2 Days

Accepted by:



Dixon Salo Architects, Inc



Town of Grafton

9.22.15
Date

9/22/15
Date



SOMWBA Certified
WBE

P.O. Box 55
Readville, MA 02137
617-361-2591 Fax: 617-361-3989

Structural Steel and Ornamental Iron

August 20, 2015

Mr. Mark Sargent
M O'Connor Contracting
19 Ledge Hill Drive
West Roxbury, MA 02132

RE: Grafton Town House- Added columns per SKS-06

Dear Sir,

We request an extra in the amount of **\$3012.00** for the two added columns per SK-S6 dated 8/6/2015. The pricing includes detailing, material labor to fabricate and install. Our breakdown is as follows:

Detail	\$	200.00
Material (1181 lbs)		708.00
Shop Labor (8 MH)		600.00
Bolts		80.00
MAS (10 MH)	\$	<u>1150.00</u>
Sub-Total	\$	2738.00
VF OHP		<u>274.00</u>
Total	\$	3012.00

Sincerely,

Sean P Farrell
Village Forge, Inc.



DIXON SALO ARCHITECTS, INC.

501 Park Ave, Suite 210

Worcester, MA 01610

Email: ndixon@dixonsaloarchitects.com

Tel. (508) 755-0533

Fax. (508) 755-0050

Memo

TO: M. O'CONNOR CONTRACTING, INC.

DATE: 13 AUGUST 2015

ATTN: MARK SARGENT

**RE: COMPREHENSIVE ACCESSIBILITY & ASSEMBLY
ALTERATIONS AND ADDITION
GRAFTON TOWN HOUSE
ONE GRAFTON COMMON
GRAFTON, MA**

Response to RFI 12.

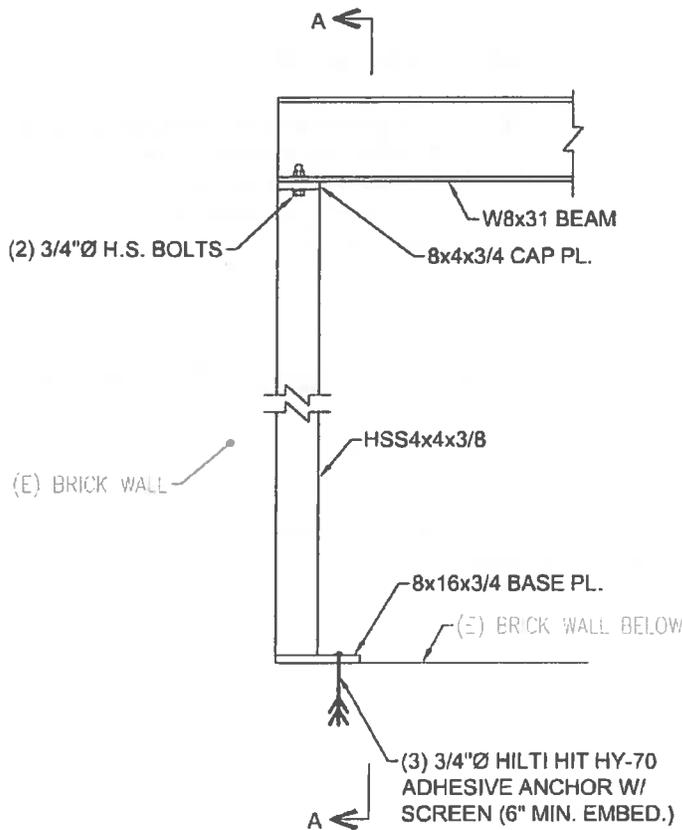
Provide (2) HSS 4" x 4" x 3/8" steel tube columns with cap and base plates per details attached in lieu of bearing (2) W8x31 steel beams on brick masonry.

See attached drawings SK-S6 dated 08/06/2015.

copy: Andy Deschenes

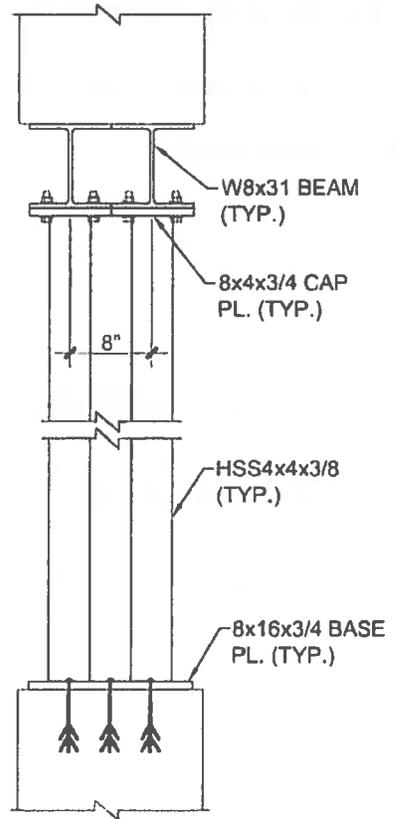
Neil R. Dixon

NEIL R. DIXON
DIXON SALO ARCHITECTS, INC



**TYPICAL DETAIL W8 BEAM
TO HSS COLUMN**

SCALE: 3/4" = 1'-0"



SECTION A-A

SCALE: 3/4" = 1'-0"

SK-S6

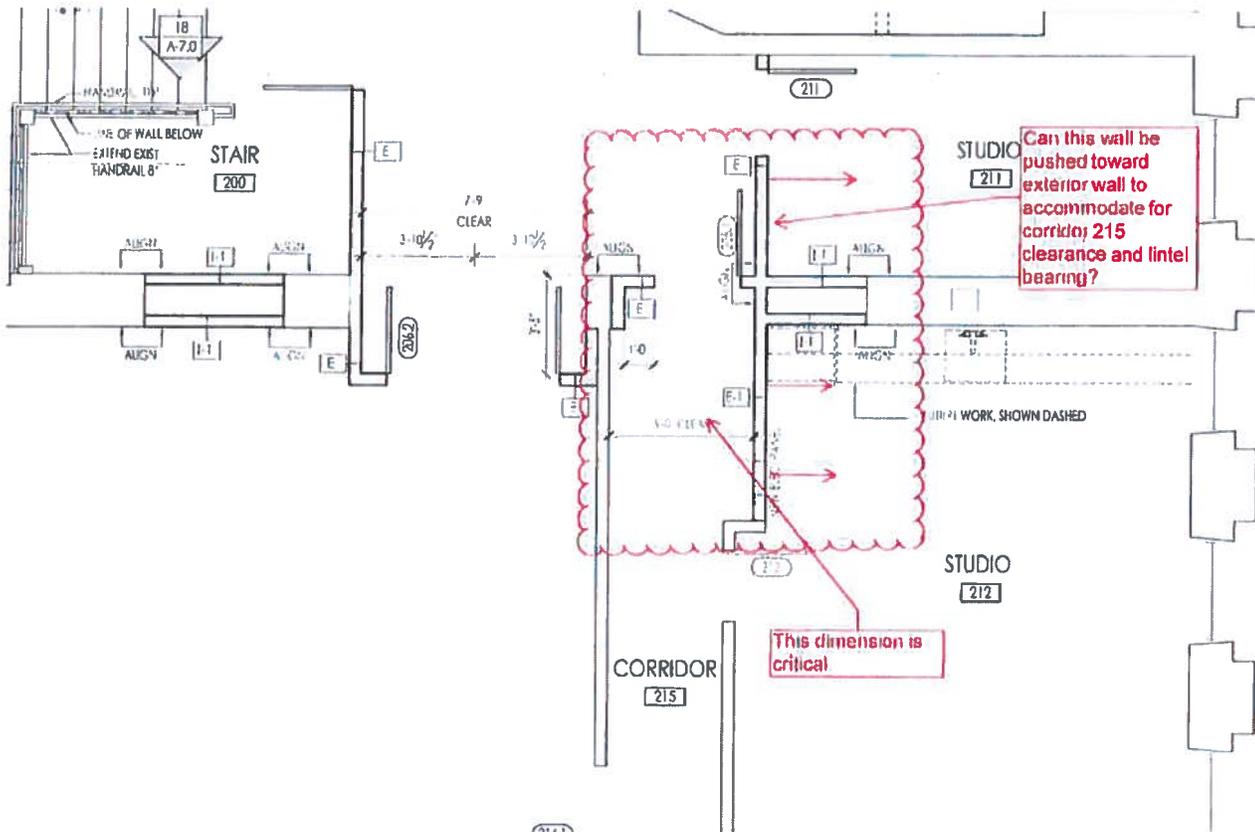
scale: As Noted
date: 08.06.2015
drawn: MLB
chkd: RAJ

Typical Detail W8 Beam to HSS Column

Grafton Town Hall

JSE

Johnson Structural Engineering
101 Huntoon Memorial Highway (Rt. 56)
Rochdale, Massachusetts 01542
phone: (508) 892-4864 fax: (508) 892-0477





West Roxbury, Massachusetts 02132-0003
 Telephone 617-327-3070
 Fax 617-327-9731

Town of Grafton
 30 Providence Road
 Grafton MA, 01519
 Attn: Richard Thuma

Dixon Salo Architects, Inc
 501 Park Ave #210
 Worcester, MA 01610
 Attn: Neil Dixon

Date: September 21, 2015

Re: Grafton Townhouse
 One Grafton Common, Grafton MA 01519

Change Proposal 16 RFI # 13 Plumbing at Rooms 207 & 208

Costs associated with the addition of wall hung toilets
 in lieu of Floor Mounted per PR 15

Item 1:	Moran Plumbing	"See attached proposal"	\$	1,700.00
Item 2:	Labor	1 Carpenter 8 hrs @ \$62.03 per hr	\$	496.24
Item 3:	Materials	4 ea 2 x 8 x 16 KD @ \$14.07 ea	\$	56.28

Subtotal:	\$	2,252.52
Contractor's Overhead & Profit (10%)	\$	55.25
Contractor's Overhead & Profit on FSB (5%)	\$	85.00
Bond (1.4%)	\$	31.54
Total:	\$	2,424.00

Note: Time Extension Request: 2 Days

Accepted by:



 Dixon Salo Architects, Inc



 Town of Grafton

11.18.15

 Date

11/18/15

 Date

CHARLES M MORAN PLB & HTG, INC

54 ALLEN ST.
CLINTON, MA 01510
Phone: (978) 368-0355
Fax: (978) 368-0890

Request for Change Order

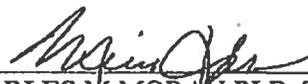
To: M. O'CONNOR CONTRACTING, INC.
PO BOX 320277
WEST ROXBURY, MA 02132-0003
Project: GRAFTON TOWN HOUSE

RFC No: 3
Date: 9/1/2015
Description: PR 015 CHANGE PLUMBING FIXTURES TO WALL HUNG
TOILETS. THE CHARGE IS FOR THE CARRIERS ONLY. THERE IS
NO CHARGE FOR THE CHANGING THE FIXTURES AND OTHER
PIPING.

QUOTE PRICE FOR CARRIERS ONLY \$1,700.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated. Upon approval the sum of \$1,700.00 will be added to the contract price.

Original Contract	\$146,500.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$146,500.00
This Request	\$1,700.00
Other Pending Requests	\$3,854.48
Total Contract plus Pending RFCs	\$152,054.48

Authorized Signature:  Date: 10-9-15
CHARLES M MORAN PLB & HTG, INC

Authorized Signature: _____ Date: _____
M. O'CONNOR CONTRACTING, INC.



M. O'CONNOR CONTRACTING, INC.

West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: September 21, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 17 Furnaces 6 & 7

Costs associated with the removal of existing ceilings in rooms 126 & 127 per PR 16

Item 1: AM Enterprises "See attached proposal" \$ 800.00

Subtotal:	\$	800.00
Contractor's Overhead & Profit (10%)	\$	80.00
Contractor's Overhead & Profit on FSB (5%)		
Bond (1.4%)	\$	11.20
Total:	\$	891.00

Note: Time Extension Request: 2 Days

Accepted by:

Dixon Salo Architects, Inc

10.8.15
Date

Town of Grafton

10/8/15
Date

AM ENTERPRISES CORP

643 C BROADWAY
LAWRENCE, MA 01841

INVOICE

DATE	9/18/2015
INVOICE #	101

BILL TO

Mark Sargent
M. O'Connor Contracting, Inc.
19 Ledge Hill Road
West Roxbury, MA 02132
PROJECT: GRAFTON TOWN HOUSE
Email:amenterprisescorp1@gmail.com

DESCRIPTION	TAXED	AMOUNT
Remove the brick from the walls on existing staircase, approximately 62l		\$ 2,400.00
Remove existing plywood flooring in Baths 126 & 127.		\$ 800.00
Remove the existing metal pan ceiling in Foyer 206		\$ 800.00
Remove all brick from the following openings, RAMP 3RD FL, Doors 206.1 , 201.2, 101.1, 101.2 corridor 025, door 003 vestibule 024.		\$ 4,800.00
Remove celings at stairs to 3rd floor.		\$ 800.00
Remove door trim and frame at the following doors; 301, 212, 214.1, 21		\$ 800.00
Remove windows in the following rooms, 2 in bath 2007, 1 door 201.1 2 in existing staircase, 2 in Suite		\$ 3,200.00
Remove wall at door location 012. (3' X 7)		\$ 800.00
Remove wall at room 009 ((6'x7') and corridor 005 (8" X 7)		\$ 800.00
Remove and Dispose of Existing Ceilings in Room 126 & 127		\$ 800.00
TOTAL		\$ 16,500.00

RFI #16



If you have any questions about this invoice, please contact: Jose Minaya
Thank You For Your Business!



West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: September 21, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 18 Air & Vapor Barrier at Wall Type "A"

Costs associated with the addition liquid applied vapor barrier per PR 17 No Cost Change

Subtotal:	\$	-
Contractor's Overhead & Profit (10%)	\$	-
Contractor's Overhead & Profit on FSB (5%)	\$	-
Bond (1.4%)	\$	-
Total:	\$	-

Note: Time Extension Request: Days

Accepted by:



Dixon Salo Architects, Inc

10/8/15

Date



Town of Grafton

10/8/15

Date



West Roxbury, Massachusetts 02132-0003
 Telephone 617-327-3070
 Fax 617-327-9731

Town of Grafton
 30 Providence Road
 Grafton MA, 01519
 Attn: Richard Thuma

Dixon Salo Architects, Inc
 501 Park Ave #210
 Worcester, MA 01610
 Attn: Neil Dixon

Date: September 21, 2015

Re: Grafton Townhouse
 One Grafton Common, Grafton MA 01519

Change Proposal 19 Wall Type Between Rooms 212 & 213

Costs associated with the addition of a layer of 5/8" gypsum on each side of wall type "E" per PR 18

Item 1:	BBS Drywall	"See attached proposal"	\$	3,211.00
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Subtotal:	\$	3,211.00
Contractor's Overhead & Profit (10%)	\$	321.10
Contractor's Overhead & Profit on FSB (5%)		
Bond (1.4%)	\$	44.95
Total:	\$	3,577.00

Note: Time Extension Request: 0 Days

Accepted by:

 Dixon Salo Architects, Inc

 Date

 Town of Grafton

 Date

Brunswick Building Systems, Inc.

365 Turnpike Street
South Easton, MA 02375

Phone # 508-219-4660 bbsdrywall@comcast.net
Fax # 508-219-4661

Estimate

Date	Estimate #
11/17/2015	1464

M O'Connor Contracting Inc.
Mark Sargent
19 Ledge Hill Road
West Roxbury, MA 02132-3070

Project
PR 25

Description	Total
Estimate for credit and proposed work to be completed at the Grafton Town House project per CP 19.	
Credit to omit tape on 4 sheets of drywall in room 212 as shown on Sk-10. 2 man hours @\$85	-170.00
Materials: one bucket of compound, on roll of tape	-16.00
Cost to supply and install additional layer of drywall in room at walls of room 213 (approximately 510 S/F) and additional layer of 5/8 drywall on ceiling in 212, 213, & 215 (approximately 690 S/F) on SKA-10A.	
Labor to hang: 16 man hours@\$85	1,360.00
Labor to finish: 15 man hours@\$85	1,275.00
Materials: Drywall, finishing stock	762.00

Total \$3,211.00



West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: September 21, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 20 Provisions for Future Fire Protection

Costs associated with the addition of extra sprinkler piping & fittings
at stage area per PR 19A

Item 1:	Rustic Fire	"See attached proposal"	\$	499.05
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Subtotal:	\$	499.05
Contractor's Overhead & Profit (10%)	\$	24.95
Contractor's Overhead & Profit on FSB (5%)	\$	6.99
Bond (1.4%)	\$	
Total:	\$	531.00

Note: Time Extension Request: 2 Days

Accepted by:

Dixon Salo Architects, Inc

Town of Grafton

Date
10/8/15
Date

Rustic Fire Protection, Inc.

MA LIC. NO. 006335
RI LIC. NO. 00000396

"SPRINKLER SYSTEMS SPECIALIST"

320 WEST MAIN STREET
P. O. BOX 1210
NORTON, MA 02766

TEL: (508) 431-9938
FAX: (508) 431-9986

September 14, 2015

Attn: Mark Sargent
M. O'Connor Contracting, Inc.
19 Ledge Hill Rd
West Roxbury, MA 02132

Project: Grafton Town House

Subject: COR# 2 – Pipe Sizing Changes for PR #19A
Reference: PR 19A

Dear Mark,

We are pleased to offer the following change order request for \$499.05, based on the specified fire protection system's alteration for the above referenced project.

Scope of Work:

Pipe sizes are increasing due to future expansion of the sprinkler system in accordance with PR 19A.

Cost Breakdown On Following Page

We trust that this provides a complete proposal for the specified alterations. If further information is necessary please do not hesitate to contact our office.

Thank You,



Joe Giguere

Rustic Fire Protection, Inc.

Cost Breakdown:

<u>Labor:</u>	<u>Qty/Hours</u>	<u>Price</u>	<u>Totals</u>
Sprinkler Fitter	2	\$77.90	\$155.80
Sprinkler Designer	1	\$99.95	<u>\$99.95</u>
		Labor Total:	\$255.75

Additional Material:

2.5" pipe per foot	10	\$10.25	\$102.50
2.5" grooved Cap	1	\$8.73	\$8.73
2.5" Grooved Cplg	2	\$13.62	\$27.24
2" Pipe Per Foot	21	\$8.75	\$183.75
2 x 2 x 1.5" Tee	1	\$19.87	\$19.87
1.5" x 1.5" x 1" tee	2	\$15.62	<u>\$31.24</u>
		Material Total:	\$373.33

Credited Material:

1.5" Pipe per foot	-21	\$7.85	-\$164.85
1" Pipe Per foot	-10	\$5.05	-\$50.50
1" tee	-2	\$5.82	-\$11.64
1" cap	-1	\$3.89	-\$3.89
1.5" x 1 x 1" tee	-1	\$14.27	-\$14.27
		Credited Material	
		Total:	-\$245.15

		Subtotal:	\$383.93
Overhead and Profit 10%			\$38.39
Labor Burden 30% (insurance/unemployment etc.)			<u>\$76.73</u>
		TOTAL:	\$499.05



West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: October 7, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 21 **Hardware Changes**

Costs associated with the revision to hardware sets originally scheduled to comply with required functions.

Item 1: Galeno & Assoc. "See attached proposal" \$ 5,175.00

Subtotal:	\$	5,175.00
Contractor's Overhead & Profit (10%)	\$	517.50
Contractor's Overhead & Profit on FSB (5%)		
Bond (1.4%)	\$	72.45
Total:	\$	5,765.00

Note: Time Extension Request: 0 Days

Accepted by:



Dixon Salo Architects, Inc



Town of Grafton

10-8-15
Date

10/8/15
Date

Galeno & Associates, Inc.

83 Eastman Street
P.O. Box 1157
So. Easton, Ma. 02334 - 1157

Tel: 508-238-5083
Fax: 508-238-5028

6-29-15

M. O'Connor Construction Company

Re: Grafton Townhouse

Change order proposal:

Changes made per DSA review transmittal dated 6-17-15

Set # 012 – Opening # 200.1 [Rated opening cannot be push pull]
6 Hinges 5BB1
2 Exit Devices 9827L-F BE x 606
2 Closers 1461
2 Kick Plates 8x35x606

Deduct 6 Spring Hinges and screen door pull Deduct [\$ 70.00]

Set 012A – Opening # 20602
6 Hinges 5BB1
2 Exit Devices 9837L-F x 996L x 606
2 Cylinders
2 Closers 1461
2 Kick Plates 8x35x606

Deduct 6 Spring hinges and screen door pull. Deduct [\$ 70.00]

Opening # 007B Delete Closer and kick plate. Deduct [\$ 171.00]

Accepted

Add \$ 2,708.00

Accepted

Add \$ 2,778.00


amatthews@galenoinc.com

A written purchase order is required for release of material.

Galeno & Associates, Inc.

83 Eastman Street
P.O. Box 1157
So. Easton, Ma. 02334 - 1157

Tel: 508-238-5083
Fax: 508-238-5028

6-18-15

M. O'Connor Contracting

Re: Grafton Town House

Change order proposal:

Added opening per sketch SK-1 in womens toilet room 207

1 Stile & rail Door 2668 -4 panel

3 Hinges 5BB1

1 Lock S80PD FLA

Total \$ 975.00 Delivered.

Wood frame is not included.



Quoted by: Allen Matthews
amatthews@galenoinc.com

A written purchase order is required for release of material.



M. O'CONNOR CONTRACTING, INC.

West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: October 7, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 22 Additional Sprinkler Heads

Costs associated with the addition of sprinkler heads above the ceiling in Old Town Foods per PR 21

Item 1:	Rustic Fire Protection		
	"See attached proposal"	\$	1,814.16
Item 2:	Labor to remove and replace existing ceiling tiles		
	1 Carpenter 4 hrs at \$62.03	\$	248.12
	Labor Burden 30%	\$	74.44
	Subtotal:	\$	2,136.72
	Contractor's Overhead & Profit (10%)	\$	-
	Contractor's Overhead & Profit on FSB (5%)	\$	106.84
	Bond (1.4%)	\$	29.91
	Total:	\$	2,273.00

Note: Time Extension Request: 0 Days

Accepted by:



 Dixon Salo Architects, Inc



 Town of Grafton

10.8.15

 Date

10/8/15

 Date

Rustic Fire Protection, Inc.

"SPRINKLER SYSTEMS SPECIALIST"

MA LIC. NO. 006335
RI LIC. NO. 00000396

320 WEST MAIN STREET
P. O. BOX 1210
NORTON, MA 02766

TEL: (508) 431-9938
FAX: (508) 431-9986

September 11, 2015

Attn: Mark Sargent
M. O'Connor Contracting, Inc.
19 Ledge Hill Rd
West Roxbury, MA 02132

Project: Grafton Town House

Subject: COR# 1 – Concealed Combustible Space Above Ceiling in Old Town Foods, Rm 123
Reference: Attached Sketch

Dear Mark,

We are pleased to offer the following change order request for **\$1,814.16**, based on the specified fire protection system's alteration for the above referenced project.

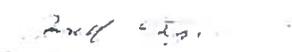
Scope of Work:

Please see the drawing on the next page. In the area of old town foods with ACT ceiling at 7'10" there is 13" of space above the ceiling and exposed wood above the ACT. When there is more than 6" of space between the ceiling and wood above, concealed combustible special application sprinklers must be installed.

Cost Breakdown On Following Page

We trust that this provides a complete proposal for the specified alterations. If further information is necessary please do not hesitate to contact our office.

Thank You,


Joe Giguere

Rustic Fire Protection, Inc.

Cost Breakdown:

<u>Labor:</u>	<u>Qty/Hours</u>	<u>Price</u>	<u>Totals</u>
Sprinkler Fitter	12	\$77.90	\$934.80
Sprinkler Designer	1	\$99.95	<u>\$99.95</u>
		Labor Total:	\$1,034.75
 <u>Material:</u>			
1" pipe per foot	30	\$5.15	\$154.50
1" 90	4	\$5.05	\$20.20
1" x 1/2" Reducer	4	\$3.85	\$15.40
Upright Sprinkler Head	4	\$19.87	\$79.48
Pipe Hanger Assembly	6	\$10.45	<u>\$62.70</u>
		Material	
		Total:	\$332.28
		Subtotal:	\$1,367.03
Overhead and Profit 10%			\$136.70
Labor Burden 30% (insurance/unemployment etc.)			<u>\$310.43</u>
		TOTAL:	\$1,814.16



M. O'CONNOR CONTRACTING, INC.

West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: October 19, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

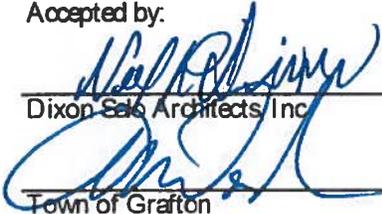
Change Proposal 23 Exterior Louver

Costs associated with the Purchase and Installation
of a 30" Round Louver per DSA

Item 1:	Littleton Lumber	"See attached proposal"	\$	272.77
Item 2:	Labor to install louver and siding			
	1 Carpenter 2 hrs at \$62.03		\$	124.06
	Labor Burden 30%		\$	37.22
	Subtotal:		\$	434.05
	Contractor's Overhead & Profit (10%)		\$	-
	Contractor's Overhead & Profit on FSB (5%)		\$	21.70
	Bond (1.4%)		\$	6.08
	Total:		\$	462.00

Note: Time Extension Request: 0 Days

Accepted by:



 Dixon Salo Architects, Inc



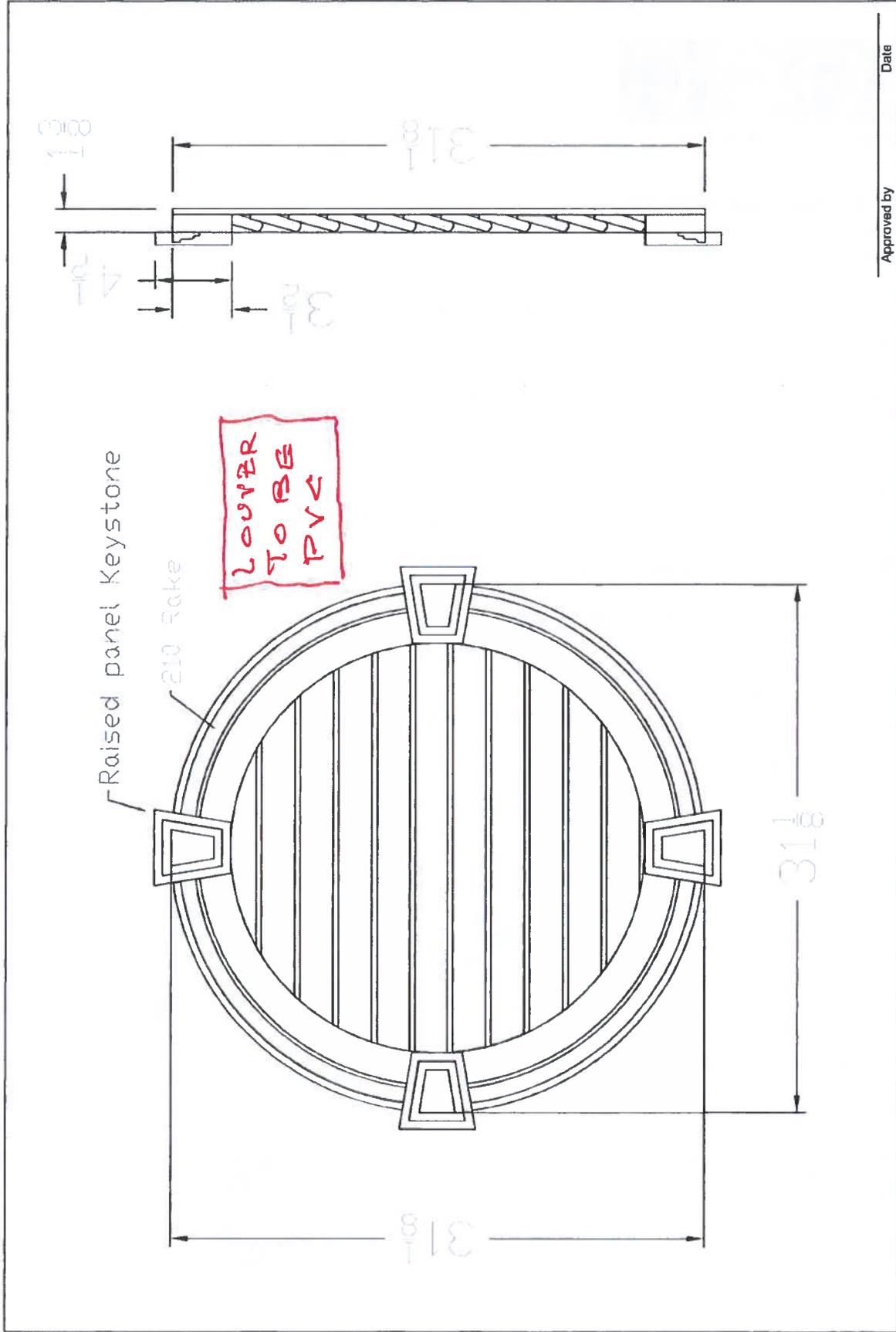
 Town of Grafton

10.20.15

 Date

10/20/15

 Date



20 Bogden Blvd.
 Millville, NJ 08332
 Phone 856-293-4100
 Fax 856-293-4102

Legal Disclaimer: This drawing and any attachments are the sole property of Intex Millwork Solutions, LLC and are provided for the purpose of description and approval for quoted products. Any unauthorized use may result in legal action to the extent of the applicable laws.





An employee-owned company

CONCORD LUMBER LITTLETON LUMBER

126 Lowell Rd.
Concord, MA 01742
978-369-3640
800-696-0123

55 White Street
Littleton, MA 01460
978-486-9877
800-698-4343



2 Omega Way
Littleton, MA 01460
978-486-0761



69 Great Road
Acton, MA 01720
978-263-9898

www.concordlumbercorp.com

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M. O'CONNOR CONTRACTING, INC.

West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: November 2, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

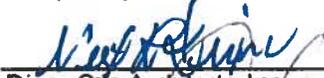
Change Proposal 24 Additional Furring on Exterior

Costs associated with the Purchase and Installation
of 1 x pressure treated stock to apply Hardie Siding

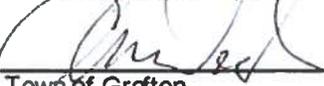
Item 1:	Littleton Lumber	"See attached proposal"	\$	448.12
Item 2:	Labor to install furring	"See attached proposal"	\$	2,250.00
			\$	-
	Subtotal:		\$	2,698.12
	Contractor's Overhead & Profit (10%)		\$	269.81
	Contractor's Overhead & Profit on FSB (5%)		\$	37.77
	Bond (1.4%)		\$	37.77
	Total:		\$	3,006.00

Note: Time Extension Request: 0 Days

Accepted by:


Dixon Salo Architects, Inc

11-18-15
Date


Town of Grafton

11/18/15
Date

MC Contractors Inc

MC Contractors Inc
 34 Belmont Park
 Everett, MA 02149
 +1 (617) 201-4899 FAX: +1 (617) 294-0513
 mc.contractorsinc1@gmail.com

INVOICE

Mark Sargent

Invoice #:	0000054
Date:	October 28, 2015
Amount Due:	\$2,250.00

Item	Description	Unit Cost (\$)	Quantity	Price (\$)
Grafton	10/15/2015 - 26 hours - 10/20/2015 24 hrs = 50hrs total	\$2,250.00	1	\$2,250.00
	extra additional installed 1x3 on the exterior edition,	\$0.00	0	\$0.00
Subtotal:				\$2,250.00
Total:				\$2,250.00
Amount Paid:				\$0.00
Balance Due:				\$2,250.00
Payment Due on Receipt.				



An employee-owned company

CONCORD LUMBER LITTLETON LUMBER

126 Lowell Rd.
Concord, MA 01742
978-369-3640
800-696-0123

55 White Street
Littleton, MA 01460
978-486-9877
800-696-4343



2 Omega Way
Littleton, MA 01460
978-486-0761



69 Great Road
Acton, MA 01720
978-263-9898

www.concordlumbercorp.com

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M. O'CONNOR CONTRACTING, INC.

West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: November 6, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 25 **Proposal for Structural Changes per Drawings S1.1 - S5.1**

Item 1:	ADS Carpentry	"See Attached Proposal"	\$	21,375.00
Item 2:	Littleton Lumber	"See Attached Proposal"	\$	7,405.00
Item 3:	General Mechanical	"See Attached Proposal"	\$	1,423.00
Item 4:	AM Enterprises	"See Attached Proposal"	\$	20,872.00
Item 5:	Cenedella Masonry	"See Attached Proposal"	\$	11,953.13
Item 6:	Moran Plumbing	"See attached Proposal"	\$	3,571.00
Item 7:	Village Forge	"See attached Proposal"	\$	8,173.00
Item 8:	Rustic Fire Protection	"See attached Proposal"	\$	2,617.44
Item 9:	MARR Scaffolding	"See attached Proposal"	\$	6,300.00
Item 10:	BBS Drywall	"See attached Proposal"	\$	1,545.60

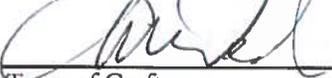
• Item 11: O'Byrne Painting	"See attached Proposal"	\$	1,591.00
• Item 12: EZ Disposal	2 Dumpsters @ \$1500 per	\$	3,000.00
• Item 13: Acoustek	"See attached Proposal"	\$	2,175.00
Item 14: General Conditions - Project Manager		\$	5,000.00
	Subtotal:	\$	97,001.17
	Contractor's Overhead & Profit (10%)	\$	7,067.06
	Contractor's Overhead & Profit on FSB (5%)	\$	926.91
	Bond (1.4%)	\$	1,358.22
	Total:	\$	106,353.00

Note: Time Extension Request: 0 Days

Accepted by:



 Dixon Sale Architects, Inc



 Town of Grafton

12.18.15

 Date

11/18/15

 Date

Grafton Structural Changes

A.D.S. Construction Corp

Commercial Framing Contractors
P.O. Box 99-7 Eagle Way
Onset, MA 02558
508-291-1230 Phone 508-273-5612 Cell

September 26, 2015

Mark Sargent/ Project Manager
M. O'Connor Contracting, Inc.
857.891.8869 Cell
617-327-3070 Phone
617-327-9731 Fax
www.moccontracting.com

Project: Grafton Town House
Subject: Subject: Grafton Structural Changes as per Structural Drawings S1.1- S5.1.

Architect:
Dixon Salo Architects:

Dear Mark:

Attached please find our bid for the above referenced project. A.D.S. will be responsible for the following limited scopes of work as outline below labor only. Our bid is based on the current prevailing wage rates that apply to this project.

S1.1 Drawings/ Basement: Install 3-5-1/4" X 7" PSL columns lagged to (E) wood column 5/8" lag bolts @ 12".

S2.2 Drawings/ Frist Floor: Install & align 3-5-1/4" X 7" PSL columns to (E) wood column 5/8" lag bolts @ 12". Install solid wood blocking between (E) floor joists.

S3.1 Drawings/ Second Floor: Install & align 3-5-1/4" X 7" PSL columns to (E) wood column 5/8" lag bolts @ 12". Install solid wood blocking between (E) floor joists. Install and align 5-1/4" X 7" PSL column from first floor to second floor. Install 2X6 posts and blocking.

S4.1 Drawings/Third Floor: 4) 1-3/4x20" LVL Beam tight to underside of (E) 6"x12" Beam, install wood shims for proper fit. Install (3) 1-3/4x16" LVL Beams tight to underside of (E) 6"x12" Beam, install wood shims for proper fit. Install all lag bolts and hangers.

S5.1 Drawings/ Roof Framing:

Phase (1): Install temporary 2X4 shoring, 2X8, 2X10 continuous plates @ underside of (E) roof truss as noted @ column lines A-F @ masonry wall section to be demoed and rebuilt.

Phase (2): Remove temporary shoring on completion of masonry wall section. Install temporary 2X4 Shoring, 2X4, 2X8, 2X10 continuous plates @ underside of (E) roof truss as noted @ column lines A-F @ masonry wall section to be demoed and rebuilt. Drill and install 25 10" X 3/4" anchor bolts with Hilti HY 200-adhesive embed with screen inserts. Install 1/2" X 6" sill seal, install 2/ 2X12 PT top plate @ new masonry wall, and install Simpson truss clips.

Note (1). Install all Simson hangers directed associated with the above scoped of work.

Schedule of Values:

A.D.S. will complete the above limited scopes of work as per the structural drawing dated 06/30/2015 as outlined below for \$ 21, 375.00 (Twenty One Thousand Three Hundred and Seventy Five Dollars); to

include labor only. All materials, nails, joist hangers, anchor bolts, lag bolts and Hilti screens and epoxy to be supplied M. O'Connor Contracting. Our bid is based on the current prevailing wage rate in which applies to this project.

In closing Mark I want to take this time to personally thank you for the opportunity to bid this project. I look forward to working with you on this project. Should you have any questions regard our bid or the proposed limited scope of work as outlined please do not hesitate to call me. Your earliest reply will be appreciated as you know scheduling is of the essence.

Sincerely;
Anthony M. Iannacone Jr
A.D.S. Construction Corp
P.O. Box 99
7 Eagle Way
Onset, MA 02558

508-291-1230



An employee-owned company

CONCORD LUMBER LITTLETON LUMBER

126 Lowell Rd.
Concord, MA 01742
978-369-3640
800-696-0123

55 White Street
Littleton, MA 01460
978-486-9877
800-698-4343



2 Omega Way
Littleton, MA 01460
978-486-0761



69 Great Road
Acton, MA 01720
978-263-9898

www.concordlumbercorp.com

Quotation

Invoice Address
M. O'Connor Contracting, Inc.
19 Ledge Hill Road
West Roxbury, MA, 02132

Delivery Address
M. O'Connor Contracting, Inc.
M. O'Connor-Grafton Town House
1 Grafton Common
Grafton, MA

Quote No 336390
Quote Date 10/28/2015
Customer 11810
Your Ref
Delivery By 10/28/2015
Taken By Harrison Fitch
Sales Rep John Christoforo
Branch 2 - Littleton Lumber



Page 1 of 2

Special Instructions	Notes
PO Required: 15420012 *** MUST Call Rick Potter 1 hour before delivery 617-831-7143 *** *** Try to send 24 ft moffet truck ***	

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	zz_IJSO_16069	3-1/2 X 7 VERSA LAM 4/10.0	40 lf	7.80	lf	312.00
2	zz_IJSO_16070	5-1/4 X 7 VERSA LAM 8/10.0	80 lf	15.18	lf	1,212.80
3	5510PC	5-1/4 x 5-1/4 x 10' VERSA LAM COLUMN	2 EA	105.43	EA	210.86
4	11720LVL	1-3/4X11-7/8-20FT LAM VNR LUMBER	12 EA	109.34	EA	1,312.08
5	11724LVL	1-3/4X11-7/8-24FT LAM VNR LUMBER	3 EA	126.53	EA	379.59
6	zz_20LVL_0521	1-3/4X20 LAM VENEER LUMBER 4/18.0	72 lf	11.48	lf	826.56
7	zz_HWSO_26208	5/8 X 7 BRIGHT LAG BOLT	20 EA	6.61	EA	132.20
8	zz_HWSO_26209	5/8 FLAT WASHER	20 EA	0.65	EA	13.00
9	zz_IJSO_16078	6 X 6 #2 DOUG FIR green per ft 4/10.0, 4/16.0	104 lf	4.63	lf	481.52
10	AT10	AT10 SIMPSON ACRYLIC TIE ADHESIVE 9.6 OZ.	8 EA	24.94	EA	199.52
11	A35Z	A35Z SIMPSON FRAMING ANCHOR	36 EA	0.69	EA	24.84
12	2610S	2X6-10' #2 & BTR SPRUCE KD D4S 6/10.0	6 EA	5.09	EA	30.54
13	2410S	2X4-10' #2 & BTR SPRUCE KD D4S 72/10.0	72 EA	3.39	EA	244.08
14	2416S	2X4-16' #2 & BTR SPRUCE KD D4S 36/16.0	36 EA	5.34	EA	192.24
15	2412S	2X4-12' #2 & BTR SPRUCE KD D4S 18/12.0	18 EA	4.08	EA	73.44
16	21214PT	2X12X14' #1 S-PINE D4S PRS TRTD	6 EA	25.17	EA	151.02

ADDITIONAL TERMS AND CONDITIONS

1. Any acceptance by Concord Lumber Corp. (Seller) is expressly made conditional on Buyer's assent to the terms contained herein. Any acceptance by Buyer is expressly limited to the terms herein.
2. Buyer hereby constitutes any person engaged in the performance of labor upon the premises where delivery is to be made, as buyer's agent to accept delivery of any material delivered under this contract, and it is understood that Seller will in no way be responsible for the disposition of any material after such delivery to the premises.
3. Buyer shall pay all Finance Charges due Seller under the terms of the separate Credit Agreement between Buyer and Seller.
4. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.
5. Seller reserves the right at any time to suspend credit, to change credit terms provided herein, to suspend performance, to decline to ship, or to stop any goods in transit when, in its sole opinion, the financial condition of the buyer so warrants. In any such case, in addition to and not exclusive of any other remedies herein or by law provided (including the right to recover damages), cash payment or a satisfactory security agreement from Buyer may be required by Seller before shipment, the due date of payment by Buyer under any contract or order with Seller may be accelerated by Seller or Seller may terminate any contract between Buyer and Seller. Failure to pay any invoice when due makes all subsequent invoices immediately due and payable, irrespective of terms, and Seller may withhold all subsequent deliveries until the full account is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights.
6. **UNLESS SELLER DELIVERS TO BUYER IN CONNECTION WITH THE SALE PROVIDED FOR HEREBY A WRITING OF SELLER EXPRESSLY SPECIFIED TO BE A WARRANTY IN OR ON SUCH WRITING, ALL EXPRESS WARRANTIES AND ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.**
7. Seller shall not be liable for normal manufacturing defects or customary variances from specifications.
8. Any claim for shortage in quantity or defective material shall be made in writing to Seller within ten days of delivery; otherwise such claim shall be deemed to have been waived.
9. Buyer shall afford Seller prompt and reasonable opportunity to inspect goods as to which any claim is made. Seller reserves the right, in its sole discretion, to repair, replace or substitute other goods therefor, and by making such repair or replacement, Seller shall have no further liability to Buyer with respect to such goods. If any defective goods are not so repaired or replaced by Seller, Seller's liability shall be limited to the stated purchase price of such goods. Seller shall in no event be liable for Buyer's manufacturing costs, lost profits, goodwill or other indirect, special, incidental or consequential damages.
10. Buyer shall strictly observe and comply with all federal, state and local laws, rules, regulations and orders which govern or affect the manufacture, sale, handling or disposal of the goods covered hereunder.
11. This writing constitutes the entire agreement between the parties and all prior representations have been merged herein. This writing and any additional writing, if any, may not be modified or terminated except by a writing signed by a duly authorized representative of Seller.

**General
Mechanical
Contractors, Inc.** MPL #12087

29 A Sword Street
Auburn, MA 01501
Phone (508) 754-7366
Fax (508) 756-6750

October 27, 2015

Mark Sargent
M. O'Connor Contracting, Inc.
19 Ledgehill Road
West Roxbury, MA 02132-0003

Fax: 617-327-9731

RE: Grafton Commons
HVAC Re-Work

Remove installed duct work and re-install due to structural changes at bathrooms.
Total \$ 1423.00

16 mhr@ #84.87 = \$1358.00
Misc materials = \$50.00
Bond cost x 1.08% = \$15.00

Thank you,


Joe Costantino
Project Manager

AM ENTERPRISES CORP

643 A BROADWAY
LAWRENCE, MA 01841
TEL: (978) 893-6363
EMAIL: amenterprisescorp1@hotmail.com

Attn: Mark Sargent

M. O'Connor Contracting, Inc.
19 Ledge Hill Road
West Roxbury, MA 02132

DEMOLITION PROPOSAL

PROJECT NAME: GRAFTON TOWN
1 GRAFTON COMMON,
GRAFTON MA.

PREPARED BY: AM ENTERPRISES CORP.
PROJECT MANAGER/ ESTIMATOR: EDWIN MERCADOR
DATE: November 11, 2015

PREPARED FOR: M. O'Connor Contracting, Inc.
CONTACT: MARK SARGENT
ADDRESS: 19 Ledge Hill Road
West Roxbury, MA 02132
PHONE: (617) 327-3070
FAX: (617) 327-9731
EMAIL: msargent@moccontracting.com



Asbestos and Lead Abatement - Mold Remediation - Demolition
Guano - Roofing - Emergency Response (Hazwoper)

Edwin Mercado
Project Manager

643-C Broadway
Lawrence MA 01841

Cell.: 978-235-0196
Ofic.: 978-258-9422 Fax: 978-258-9419
Amenterprisescorp1@gmail.com

WORK DESCRIPTION

AM ENTERPRISES CORP hereby proposes and agrees to furnish all necessary labor, materials, Equipment, machinery, tools and safety gear required to perform the following scope of work in accordance with specifications supplied and reviewed by: M. O'Connor Contracting, Inc.

Once it has been established this project is ready to commence work AM ENTERPRISES CORP. proposes to do the following:

TO PREVAIL.

1. Preparation of areas (3 men 8 hrs) = 24 hrs. x \$55.75=\$1338.00
2. Demo wall 24" below the beams (3 men 24 hrs) = 72 hrs. x \$55.75= \$4,014.00
3. Demo wall 20ft long x 3ft tall (3 men 24 hrs) =72 hrs x \$55.75= \$4014.00
4. Demo wall and wood truss at top of stairs. (3 men 24 hrs) = 72 hrs x \$55.75 = \$4014.00
5. Demo ceiling above new beams (3 men 8 rs hrs.)= 24 hrs x \$55.75= \$1,338.00
6. Demo walls in tenant areas (3 men 8 hrs) = 24 hrs x \$55.75 = \$1338.00
7. Total 387 hrs.

Total Labor	\$16056.00
Burden 30%	<u>\$4816.50</u>
	\$20872.80

PROPOSAL AMOUNT FOR JOB	\$
-------------------------	----



Asbestos and Lead Abatement - Mold Remediation - Demolition
Guano - Roofing - Emergency Response (Hazwoper)

Edwin Mercado
Project Manager

643-C Broadway
Lawrence MA 01841

Cell.: 978-235-0196
Ofic.: 978-258-9422 Fax: 978-258-9419
Amenterprisescorp1@gmail.com

Cenedella Masonry Inc.19 East Walnut Street
Milford MA 01757**Change Proposal Summary Sheet**

SCO

1

To: Mark Sargent
M. O'Connor
Fax: _____
Phone: _____
From: Rick CenedellaDATE: 10/28/15
PROJECT: Grafton Town House
OWNER: Grafton, Town of
PROJECT SITE: 1 Grafton Common
PROJECT CITY: Grafton MA
DESCRIPTION: Structural Change
Additional masonry work**RECAP FROM PAGE 2**

Line 1: Total of Item 1 (Labor)	\$6,736.64
Line 2: Total of Item 2 (Equipment, Material and Supplies)	\$1,900.00
Line 3: Total of Item 3 (Sub-Subcontractor Work)	\$0.00
Line 4: Subtotal of Lines 1, 2, & 3	\$8,636.64
Line 5: Markup	\$1,295.50
Line 6: Labor Burden	\$2,020.99
Line 7: Subtotal of Lines 4, 5, and 6	\$11,953.13
Line 8: Bond Premium (No Bond of Line 7)	\$0.00
Line 9: Total Change Proposal Amount (Line 7 + Line 8)	\$11,953.13

Contract time will be increased by ____ days due to the work included in this change proposal.

DESCRIPTION OF CHANGE PROPOSAL
Labor and materials for additional masonry per email dated October 23, 2015; and sketches A 5.1 and 4.1
2 Masons and 1 laborer for four days
mortar, block, rebar and miscellaneous masonry accessories

ITEM 1 - LABOR		<u>Trade</u>	<u># of hours</u>	<u>Rate</u>	<u>Sub-Total</u>
Brick mason		Mason	64.0	78.61	5,031.04
Operator (laborer)		Labor	32.0	53.30	1,705.60
			0	0.00	0.00
					0.00
Labor Total=					\$6,736.64
ITEM 2 - EQUIPMENT, MAT'LS and SUPPLIES		<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Sub-Total</u>
Truck, tools, & equipment		4	day	100.00	400.00
materials/supplies	block, mortar, rebar, accessories	1	misc	1,500.00	1,500.00
Lull		0	day	300.00	0.00
					0.00
Equipment, Materials, and Supplies Total=					\$1,900.00
ITEM 3 - SUBCONTRACTOR WORK					
<u>Sub</u>	<u>Work Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Sub-Total</u>
		1	Unit		0.00
					0.00
					0.00
					0.00
Non-Filed Subcontractor Total=					\$0.00

CHARLES M MORAN PLB & HTG, INC

54 ALLEN ST.
CLINTON, MA 01510
Phone: (978) 368-0355
Fax: (978) 368-0890

Request for Change Order

To: M. O'CONNOR CONTRACTING, INC.
PO BOX 320277
WEST ROXBURY, MA 02132-0003
Project: GRAFTON TOWN HOUSE

RFC No: 5
Date: 11/3/2015
Description: **PR--LAMINATED BEAM INSTALLATION**
REMOVE AND REINSTALL SANITARY WASTE, VENT AND
WATER PIPING TO MAKE ROOM FOR NEW 20" LAMINATED
BEAM INSTALLATION.

MATERIAL COST (SEE ATTACHED)	\$233.32
LABOR: 2-MEN 16 HOURS	
32 HOURS TOTAL @ \$64.71	\$2,070.72
LABOR BURDEN: 30%	\$621.21
SUBCONTRACT COST: REPLACE 20' OF INSULATION @ \$9LF	\$180.00
TOTAL COST	\$3,105.25
OVERHEAD AND PROFIT 15%	\$465.75
TOTAL THIS CHANGE	\$3,571.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated. Upon approval the sum of \$3,571.00 will be added to the contract price.

Original Contract	\$146,500.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$146,500.00
This Request	\$3,571.00
Other Pending Requests	\$5,554.48
Total Contract plus Pending RFCs	\$155,625.48

Authorized Signature: 
CHARLES M MORAN PLB & HTG, INC

Date: 11-3-15

Authorized Signature: _____
M. O'CONNOR CONTRACTING, INC.

Date: _____

JOB #100: ID 2015-2-2
 JOB NAME GRAFTON TOWN HOUSE
 EST. #01: ID 2015-2
 ESTIMATE GRAFTON TOWN HOUSE
 PRINTED 11/3/2015 8:45:12 AM
 DATA SET #2: MORAN/IDEAL CUSTOM DATA .

BEAM INSTALLATION
 (company name)
 (address 1)
 (address 2)
 (address 3)
 (phone #)
 (fax #)
 (e-mail)

NOTES

Item		Material						Field Labor		
Category	Size	Item Desc	Qty U...	Mat Unit	Mat Adj	Adj. Ma...	Mat Ext	Fld Unit	Fld Adj	Fld Ext
COPPER KLM-L...	1-1/2"	L-HARD TUBE	6.00'	11.12	0.60	6.67	40.03	0.0600	0.5000	0.1800
COPPER KLM-L...	1/2"	90 ELBOW CxC	6.00 ea	1.54	0.50	0.77	4.62	0.4000	0.5000	1.2000
COPPER KLM-L...	1-1/2"	90 ELBOW CxC	6.00 ea	19.76	0.50	9.88	59.28	0.6000	0.5000	1.8000
COPPER KLM-L...	1/2"	ADAPTER CxF	2.00 ea	5.72	0.50	2.86	5.72	0.4000	0.5000	0.4000
COPPER KLM-L...	1-1/2"	COUPLING	1.00 ea	10.84	0.50	5.42	5.42	Skip	0.5000	0.0000
COPPER KLM-L...	Unsize	SILVERBRITE SOLDER	1.00 ea	32.50	0.75	24.37	24.37	0.0100	1.0000	0.0100
COPPER KLM-L...	Unsize	PROPANE TANK	1.00 ea	30.00	0.75	22.50	22.50	0.0100	1.0000	0.0100
COPPER KLM-L...	1-1/2" x1/2"	REDUCED TEE - BRANCH	1.00 ea	30.38	0.50	15.19	15.19	0.8000	0.5000	0.4000
COPPER KLM-L...	1/2"	APPOLLO CAP & CHAIN	2.00 ea	22.42	1.00	22.42	44.84	0.5000	0.5000	0.5000
ERICO/CADDY ...	3/8"	FIG 94 THREADED ROD	18.00 ea	0.84	0.75	0.63	11.34	0.0250	1.0000	0.4500
Grand Totals							233.32			4.9500



SOMWBA Certified
WBE

P.O. Box 55
Readville, MA 02137
617-361-2591 Fax: 617-361-3989

Structural Steel and Ornamental Iron

October 30, 2015

Mr. Mark Sargent
M O'Connor Contracting
19 Ledge Hill Drive
West Roxbury, MA 02132

RE: Grafton Town House- Added beams per updated S4.1

Dear Sir,

We request an extra in the amount of **\$8,173.00** for the two added beams per updated S4.1 drawing. The added work includes two beams that need to be furnished and installed. Our breakdown is as follows:

Detail	\$	200.00
Material (1500 lbs)		750.00
Shop Labor (8 MH)		600.00
Delivery		400.00
Crane		1800.00
MAS (32 MH)	\$	<u>3680.00</u>
Sub-Total	\$	7430.00
VF OHP		<u>743.00</u>
Total	\$	8173.00

Sincerely,

Sean P Farrell
Village Forge, Inc.

Rustic Fire Protection, Inc.

"SPRINKLER SYSTEMS SPECIALIST"

MA LIC. NO. 006335
RI LIC. NO. 00000396

320 WEST MAIN STREET
P. O. BOX 1210
NORTON, MA 02766

TEL: (508) 431-9938
FAX: (508) 431-9986

October 29, 2015

Attn: Mark Sargent
M. O'Connor Contracting, Inc.
19 Ledge Hill Rd
West Roxbury, MA 02132

Project: Grafton Town House

Subject: COR# 3 – Moving Pipe for Structural Change near Bathrooms 207&208
Reference: Email from Mark Sargent Dated 10/23/2015

Dear Mark,

We are pleased to offer the following change order request for **\$2,617.44**, based on the specified fire protection system's alteration for the above referenced project.

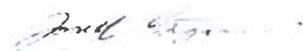
Scope of Work:

Already installed piping in the area surrounding bathrooms 207 & 208 will need to be taken down in order to make room for new structure to be added to the building. Once the structure is modified, the piping will be re-installed.

Cost Breakdown On Following Page

We trust that this provides a complete proposal for the specified alterations. If further information is necessary please do not hesitate to contact our office.

Thank You,



Joe Giguere

Rustic Fire Protection, Inc.

Cost Breakdown:

<u>Labor:</u>	<u>Qty/Hours</u>	<u>Price</u>	<u>Totals</u>
Sprinkler Foreman	12	\$77.90	\$934.80
Sprinkler Journeyman	12	\$77.90	<u>\$934.80</u>
		Labor Total:	\$1,869.60
		Subtotal:	\$1,869.60
Overhead and Profit 10%			\$186.96
Labor Burden 30% (insurance/unemployment etc.)			<u>\$560.88</u>
		TOTAL:	\$2,617.44

Marr Scaffolding Shoring Erection, Dismantling and Rental Contract
One D Street, South Boston, MA 02127-2466
Ph.: 617-269-7200 * Fax: 617-268-0152

Date: October 29, 2015

Lessee:

M. O'Connor Contracting, Inc.
19 Ledge Hill Road
West Roxbury, MA 02132

Re:

Grafton Town House
One Grafton Common
Grafton, MA

SCOPE OF WORK

We will erect and dismantle temporary shoring to support the existing 3RD floor timber framing for the removal and installation of a new beam along 5 line from approximately E to F lines. Re-shoring of the floors below, if required, is not included. The shoring will be erected off of a double layer of scaffold plank to distribute the loads.

First Four-Week Charge: Includes trucking costs, labor to erect and dismantle the equipment, consumables and first month rental for the sum of:	\$4,800.00
Monthly rental, after initial 28 days will be:	\$250.00
Pro-rated per diem charge:	\$8.93
P.E. sealed engineered drawings, if needed, will be:	\$1,250.00

Our Price Includes the Following

1. Labor for stocking, erection and dismantle on weekdays, non-holidays, working 7:00 am to 3:30 shifts. All adjustments, modifications, daily inspections, etc. shall be performed on a time and material basis.
2. Freight to and from the job site.
3. Safety supplies for Marr erectors.

Buyer to Provide the Following

1. Truck access to the front of the building.
2. All required permits, details, signs and/or barricades.
3. Assure Marr clear access to erect and dismantle.
4. Supply and install lighting and temporary power if required.
5. Sweep or hose shoring of dirt and debris, prior to dismantle.
6. Assure Marr that structure can support all loads.

TERMS: The minimum rental period is 28 days. The rental of all equipment commences upon initial date of delivery. All rental charges after 28 days will be pro-rated. All quoted prices are subject to applicable sales and taxes. The full contract amount, less any down payment, shall be payable 30 days after equipment is erected. No retainage shall be withheld. Terms of sale are net 30 days. All invoices remaining unpaid 30 days after date of invoice shall be subject to a finance charge of 1-1/2% per month on the unpaid balance. This represents an effective annual rate of 18%.

CONTRACTOR'S RESPONSIBILITIES: If this contract includes the furnishing and/or installation of guardrails of any type intended to provide fall protection, it is the Contractor's responsibility to move, install and maintain same in accordance with all local, state and federal (O.S.H.A.) regulations. It is the responsibility of the contractor to provide a clean, unobstructed work area for the erector's men, trucks and materials; to obtain any required street and/or sidewalk permits, police details, safety lights, work lights, barricades, etc.; at all times to maintain and use all components in accordance with city, state and federal (O.S.H.A.) applicable safety codes and regulations. The shoring may not be altered without the express written permission of Marr Scaffolding Company. Unless specifically listed above, the installation of perimeter guardrails, toe boards and access to any platforms, which may be required, will remain the responsibility of the contractor to provide in accordance with local, state and federal (O.S.H.A.) regulations.

To the extent this project involves the construction of flat area deck work, the contractor agrees to apply or move as required, ply deck and associated stringers or fill form work in accordance with local, state and federal (O.S.H.A.) requirements. Contractor will properly secure all materials associated with the suppliers shoring including unsupported slab decking or slab edge guardrails also in accordance with applicable regulations. Shoring is specifically designed to shore and support vertical construction loads and/or structure loads only; any horizontal load induced to shoring towers are not permitted and may not be altered in any way without the express written permission of the Marr Scaffolding Company. Contractor specifically acknowledges that installed shoring is not intended as a work platform nor will personnel access be permitted as a means to access work points. The Contractor acknowledges that the shoring is designed for this specific project, with loads and reactions engineered for the specific applications noted. Other use of this shoring is not permissible without the express written approval of Marr Scaffolding Company.

The Contractor acknowledges that adjustable jacking devices have been positioned in accordance with engineered requirements and are not allowed to be adjusted by anyone other than the installer; however on temporary shoring for horizontal slab work, the final grade is the responsibility of the Contractor. Contractor will take all necessary precautions to protect Marr Scaffolding Company's requirement and the installations while in the custody and control of the Contractor.

Contractor also acknowledges that it will abide by all general notes and conditions presented on provided contract drawings as produced by Marr Scaffolding Company. Specifically, these drawings are numbered N/A and dated N/A. **Notification to install, dismantle or move the equipment requires a minimum written notice of 72 hours.**

Marr Scaffolding Company agrees to carry Worker's Compensation and General Liability Insurance on its work during the period of actual erection and actual dismantling. The contractor agrees that no personnel shall be allowed access to the equipment during the period of erection and dismantling. The contractor is responsible for any loss or damage to the equipment except for ordinary wear and tear. Thus, the rental equipment shall be at the sole risk of the contractor from injury, loss or destruction while in its care, custody and control. The contractor agrees to inspect the equipment and to immediately report any and all accidents. In case it or any part thereof be destroyed, damaged or lost, the contractor shall pay to Mass Scaffolding Company a sum equal to Marr Scaffolding Company's list price for the same or similar equipment.

If you accept this proposal giving us the opportunity to work on this project, please acknowledge by signing as indicated below and return the original proposal to my attention.

I, the undersigned, agent for the contractor agree to the above and to further terms and conditions on of this proposal. All are a part of this contract.

PROPOSAL ACCEPTED FOR: (LESSEE)

VERY TRULY YOURS

MARR SCAFFOLDING COMPANY (LESSOR)

BY: _____

BY: _____

Chris Madden

TITLE: _____

TITLE: Sales Representative

THE UNDERSIGNED HEREBY CERTIFIES THAT HE HAS RECEIVED THE SAFETY RULES AND REGULATIONS, WHICH APPLY TO THE EQUIPMENT LISTED IN THE CONTRACT, AND FURTHER THAT THE UNDERSIGNED WARRANTS THAT ALL PERSONS WHO USE THE EQUIPMENT SHALL COMPLY WITH AND BE FAMILIAR WITH THOSE RULE AND REGULATIONS.

CUSTOMER SIGNATURE: **X** _____

FURTHER TERMS AND CONDITIONS

Marr Scaffolding Company, its agents, servants or employees shall not be liable for failure to perform its part of the Agreement when the failure is due to fire, flood, strikes, labor disputes or other industrial disturbances, default by vendors, accident, war, riot, insurrection or other causes beyond the control of the parties.

The Contractor shall have an affirmative duty to maintain and use the equipment in accordance with all safety codes and regulations and to prevent individuals, other than the intended trained individuals, from using the equipment. The Contractor agrees to be solely responsible for taking all safety measures relating to the use of the equipment. The Contractor will daily inspect the equipment to determine that it is in compliance with these codes. The Contractor acknowledges the equipment shall be in its possession and control during the term hereof and expressly warrants to Marr Scaffolding Company because that all persons who use the scaffolding will be trained and knowledgeable in its safe use, and will use the same in a safe and proper manner. It is further agreed that if any agent or agency assesses a fine or penalty either against the Contractor, the Owner of Marr Scaffolding Company because of any breach or violation by the Contractor of the terms and provisions of safety programs, laws, ordinances or regulations, then the Contractor agrees to respond to, defend and be responsible for all citations, assessments, fines or penalties for their failure to so comply and to pay the fine or penalty which is so assessed, except that if the fine assessed by the agent or agency includes a breach or violation by a non-party to this agreement, the Contractor agrees to pay that portion of the fine which is allocable to the breach or violation by Contractor.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Marr Scaffolding Company, its agents, servants and employees, from and against any claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from any operation, maintenance or use of the items rented, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of any property, including loss of use or consequential damages arising there from, caused in whole or in part by the acts or omissions of the Contractor, its employees, servants, agents or subcontractors. In case any action or other Legal Proceedings should be instituted against Marr Scaffolding Company on account of any said claim, damage, loss or expense the Contractor shall assume and pay the defense thereof.

Title to all of our equipment shall at all times remain the property of Marr Scaffolding Company and you agree to give Marr Scaffolding Company, at the below address, immediate notice in writing, if the same is levied upon or seized, or if such levy or seizure is threatened.

It is mutually agreed that both parties shall be subject to all of the conditions herein. Should any of the terms of this Agreement be violated, we may terminate this Agreement and take possession and remove any or all of Marr Scaffolding Company's equipment without thereby becoming liable in any way for damages, for trespass or otherwise and without thereby waiving any claim for labor or rental charges due, damages, injury to, and expense incurred in returning said equipment into our yard.

The Marr Scaffolding Company will only have an affirmative duty to provide certificates of insurance when requested to do so by the Contractor, in writing. Any taxes, whether or not set forth on the reverse side hereof or on any invoice or statement connected herewith, which the Contractor may be required through assessment or otherwise to pay or collect under any existing or future law upon or with respect to the rental, sale, purchase, delivery, transportation, storage, processing or use of any of the items pertaining hereto, shall be for the account of the Contractor. The Contractor shall immediately pay the amount of Marr Scaffolding Company or in lieu of such payment, issue tax exemption certificates to the appropriate taxing authorities.

This proposal is void if not accepted within thirty days.

"EXTRA" WORK:

It is understood that this job is to be performed during regular hours and that any delays in work caused by others or any "extra" work requested, which is not included in the above job description, are subject to additional charges. A signed supplemental Agreement must be submitted prior to Marr Scaffolding Company performing any "extra" work on this project.

PROPOSAL TERMS AND CONDITIONS

The terms and conditions are an integral part of the attached proposal.

1. All material is guaranteed to be as specified.
2. All work will be completed in a workmanlike manner according to standard practices.
3. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal.
4. Once installed, any relocating of our shoring will be considered extra work.
5. Extra work, if any, is to be recorded daily on signed work orders and is to be paid at standard hourly rates with equipment and trucking charges per local conditions. Minimum of four (4) hours per man. Over four (4) hours must pay a minimum of eight (8) hours per man.
6. Our price is predicated upon regular work hours.
7. All work is portal to portal.
8. Forty eight (48) hours notice is required prior to work commencement and removal.
9. All agreements are contingent upon strikes, accidents or delay beyond our control.
10. Marr Scaffolding Company workers are fully covered by workman's compensation insurance; Marr Scaffolding Company will furnish insurance
11. Owner is to carry fire, tornado and other necessary insurance.
12. All necessary permits or police details are to be secured by others, at no charge to Marr Scaffolding Company.
13. Price does not include any monies for labor stewards, if required.
14. Marr Scaffolding Company is not responsible for fire watch.
15. Contractor to provide parking for Marr Scaffolding Company trucks at no extra costs.
16. Contractor to provide for adequate ground bearing conditions.
17. Contractor to provide clear access to areas to be shored, which may require removal or relocation of partition utilities, by contractor.
18. Contractor should review proposed shoring prior to startup, for impact on construction.
19. Marr Scaffolding Company is not responsible for non-structural damage (cracking).
20. Marr Scaffolding Company's indemnification clause only provides for coverage to proportional extent that the damage is proven to be caused by their negligence.
21. Any additional drawings by our professional engineers after work has started will be considered extra work.
22. Any additional site visit by our professional engineers will be billed at \$125.00 per hour, minimum of four (4) hours; over four (4) hours minimum of eight (8) hours.
23. Additional site visits for Project Management once job commences, will be billed at \$75.00 per hour minimum of four (4) hours.
24. Marr Scaffolding Company is signatory to Massachusetts Laborers and Carpenters Locals only.
25. Equipment Rentals commence when equipment is delivered to site and erection begins.

Proposal: CM-1015-109

26. Equipment returned by customer will incur charges (to stock back into warehouse) at \$50.00/hour (4 hour minimum).
27. Shoring installed by Marr Scaffolding Company for concrete forming: finish grade or final elevations to be done by others.
28. Needle shoring jobs may require core or saw cutting by others.
29. Contractor to identify all areas requiring shoring by marking the existing structural drawings appropriately.
30. Proposals to contractors based on areas identified by contractor to be shored.
31. Shoring work guaranteed for one (1) year or until time loads are transferred to permanent structure, whichever is less.
32. Lateral support shoring systems: if concrete dead men are necessary, they must be provided by others.
33. Customer must provide 24 hours notice when canceling work or pay expense of labor crew designated to work at that site for the day.
34. Customer must provide OCIP enrollment paperwork prior to starting work if Marr Scaffolding Company is to participate in program.
35. All estimates that require shoring loads to be brought down to basement levels are based upon an existing conventional foundation and standard footings, unless noted otherwise.

Brunswick Building Systems, Inc.

365 Turnpike Street
South Easton, MA 02375

Phone # 508-219-4660 bbsdrywall@comcast.net
Fax # 508-219-4661

Estimate

Date	Estimate #
11/10/2015	1462

M O'Connor Contracting Inc.
Mark Sargent
19 Ledge Hill Road
West Roxbury, MA 02132-3070

Project

Structural Change...

Description	Total
Estimate for proposed work to be completed due to the structural changes in repairing and patchwork of walls for the Grafton Town House project. 16 man hous to hang and tape @\$85 per hour Materials	1,360.00 185.60
Total	\$1,545.60

O'BYRNE PAINTING & CONTRACTING, INC.

21 Old Farm Road

Wayland, MA 01778

Phone 617-699-5548

E-mail patrick@obyrnepainting.com

Fax.866.779.0613

11-5-2015

Grafton Town House

Estimate for Priming and 2 coats of paint on approx. 400sf of walls on 3 floors

1hr at \$79.91

15% mark up \$11.97

Sub Total \$91.88

Estimate time 16 hrs = \$1,471.00

Materials \$120.00

Total Cost \$1,591.00

ACOUSTEK, INC.

Ceiling Systems

20 Ventura Drive
North Dartmouth, MA 02741
Tel: (508) 995-9563 • Fax: (508) 995-9582

PROPOSAL

PAGINUMBER _____ OF _____
TELEPHONE _____ DATE 11-11-15
JOB NAME Grafton Town House
JOB LOCATION Grafton, MA
JOB TELEPHONE _____
ARCHITECT _____ DATE OF PLANS _____

PROPOSAL SUBMITTED TO

Estimating /

We hereby submit specifications and estimates for

Acoustical Ceilings 10,275.00

Furnish and install approximately

ACT-1 550 SF salvaged tile in a new suspension

ACT-2 1,250 SF new tile and suspension

Alternate price to add ACT-2 tile and suspension top of stair 200 ADD 2,175.00 which includes all new tile and grid.

Does not include any work related to tin ceilings

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be an extra charge over and above the estimate. "IN THE EVENT THIS AGREEMENT IS SENT TO AN ATTORNEY FOR COLLECTION, ACOUSTEK, INC. SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S COSTS, CHARGES AND EXPENSES OF COLLECTION". All agreements contingent upon strikes, accidents, or delays beyond our control. owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized _____ Kevin Eisner

Signature: _____

Note - This proposal may be withdrawn by us if not accepted within _____ days.

~~Acceptance of Proposal~~ - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____

Signature: _____

PROPOSAL



M. O'CONNOR CONTRACTING, INC.

West Roxbury, Massachusetts 02132-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: November 13, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 26 Raise Electric Panel P1 per PR 24

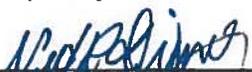
Costs associated with raising the existing electric panel
in the stage area.

Item 1:	DMH Electric	"See attached proposal"	\$	306.51
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Subtotal:	\$	306.51
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	15.33
Bond (1.4%)	\$	4.29
Total:	\$	326.00

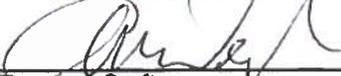
Note: Time Extension Request: 0 Days

Accepted by:



Dixon Salo Architects, Inc

11-18-15
Date



Town of Grafton

11/18/15
Date

D M.H. Electric, Inc.
 29 Legate Hill Road - Unit A
 Sterling, MA 01564

Change Order

Date	Change Order No
11/1/15	3010

Name / Address
M O'Connor Contracting, Inc. PO Box 320277 19 Legate Hill Road West Roxbury, MA 02132-0003

Job No.	
S372 Grafton Town House I Grafton, MA	
Description	Total
RE Grafton Town House I Grafton Common Grafton, MA Proposal Request Number 24 Raise Panel P1 Proposal to furnish and install all labor and material for the raising of Panel P1 located at stage area. This to include the following: - Remove existing panel from wall - Extend existing conduit to new elevation - Mount panel Total Cost As Outlined	306.51

Total		\$ 106.51
Phone #	Fax #	Signature
978-422-0400	978-422-3580	

DIVISION OF CAPITAL ASSET MANAGEMENT

FORMAT FOR SUBMISSION OF CHANGE ORDER

WORK OF "FILED SUB CONTRACTOR" AND/OR "GENERAL CONTRACTOR"

NOTE: The Work Of The "GENERAL CONTRACTOR", "NON FILED SUB CONTRACTOR" And The "FILED SUB CONTRACTOR" Must Be Presented On His/Her Own Company Letterheads. This Information Must Be Completed By Every Contractor Doing Work Created By The Change.

WORK OF THE "FILED SUB" CONTRACTOR

1. DIRECT LABOR: "FILED SUB CONTRACTOR":

To Include: Prevailing Wage Per Specifications or Verified Union Base Wage, Health/Welfare, Pension and Annuities

Trade	Classification	No. of Total Hrs.		Pay Per Hour	Total Cost
		Workers	Worked		
Elec	Elec	1	2	\$ 76.17	\$ 152.34
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL LABOR COST: \$ 152.34

2. MATERIALS: "FILED SUB CONTRACTOR":

Type of Material	Quantity	Item Price	Total Cost
Supports	1	\$ 25.00	\$ 25.00
Conduit and fittings	1	\$ 40.00	\$ 40.00
			\$ -
			\$ -
			\$ -
			\$ -

TOTAL MATERIALS COST: \$ 65.00

3. EQUIPMENT: "FILED SUB CONTRACTOR":

Type of Equipment	Hours		Total Cost
	Required	Unit per hr	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

TOTAL EQUIPMENT COST: \$ -

4. SUB TOTAL "FILED SUB CONTRACTOR" COST FOR ITEMS 1, 2, & 3:

SUB TOTAL: \$ 217.34

5. MISC. LUMP SUM SERVICES PROVIDED TO "FILED SUB CONTRACTOR" (POLICE DETAIL, UTILITIES, LUMP SUM SUB WORK, ETC.):

Type of Miscellaneous Lump Sum Service	Cost	Total Cost
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -

TOTAL MISC. LUMP SUM SERVICE COST: \$ -

CHANGE ORDER SUBMISSION FORMAT CONTINUED:

6. "FILED SUB" ALLOWED 7% O&P Mark Up - MISC. LUMP SUM SERVICES: 7% x ITEM 5: \$

7. SUB TOTAL "FILED SUB CONTRACTOR" LINE ITEMS 4, 5, & 6.:

8. INSURANCE AND TAXES ON "FILED SUB CONTRACTOR" DIRECT LABOR ONLY:

A. Insurance And Taxes At 30% (Enter 30% x Total of Item 1.): x ITEM 1.: \$

OR

B. Actual Documented Cost Of Insurance & Taxes On Direct Labor Only. As Per Contract Include Only The Following:

- * Workmen's Compensation
- * Massachusetts Unemployment Compensation
- * Federal Social Security
- * Liability Insurance

Documented Insurance & Taxes (Enter Approved % x Total of Item 1.): x ITEM 1.: \$

9. OTHER APPROVED "FILED SUB CONTRACTOR" DIRECT LABOR FRINGE BENEFITS:

(i.e.: Apprentice Training, Education Fund, Legal, Travel, ETC.)

FRINGE BENEFITS:

10. OVERHEAD AND PROFIT OF "FILED SUB CONTRACTOR":
 Filed Sub Contractor can charge 20% of actual total cost of Item 4: 20% x ITEM 4: \$

11. TOTAL OF ITEMS 7, 8, (A. or B.), 9, and 10. TOTAL "FILED SUB CONTRACTOR" COST: \$



WORK OF THE "GENERAL" CONTRACTOR + "NON-FILED" SUBS

12. DIRECT LABOR: "GENERAL CONTRACTOR" + "NON-FILED" SUBS:

To Include: Prevailing Wage Per Specifications or Verified Union Base Wage, Health, Welfare, Pension and Annuities

Trade	Classification	No. of Total Hrs.		Pay Per Hour	Total Cost
		Workers	Worked		
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL LABOR COST: \$

SHEPHERD ENGINEERING, INC.

1308 GRAFTON STREET • WORCESTER, MA 01604 • (508) 757 7793 • FAX: (508) 753 2309

MEMORANDUM

Date: November 16, 2015

To: Mr. Neil Dixon, Dixon Salo Architects

From: John D. Shepherd

Re: Grafton Town House
Grafton, MA

Response to COP 26

This office has reviewed the change order proposal in the amount of **\$306.51** as submitted by DMH Electric to raise the existing electric panel located on the stage area to allow for the floor to be raised as requested by the owner. The amount requested appears fair for the work involved and should be approved for payment.



M. O'CONNOR CONTRACTING, INC.

WEST FOXBORO, MASSACHUSETTS 02152-0003
Telephone 617-327-3070
Fax 617-327-9731

Town of Grafton
30 Providence Road
Grafton MA, 01519
Attn: Richard Thuma

Dixon Salo Architects, Inc
501 Park Ave #210
Worcester, MA 01610
Attn: Neil Dixon

Date: November 13, 2015

Re: Grafton Townhouse
One Grafton Common, Grafton MA 01519

Change Proposal 27 Lighting at Studios 212 & 213

Costs associated to furnish and install labor and materials
per PR 26

Item 1: DMH Electric "See attached proposal" \$ 6,222.05

Subtotal:	\$	6,222.05
Contractor's Overhead & Profit (10%)		
Contractor's Overhead & Profit on FSB (5%)	\$	311.10
Bond (1.4%)	\$	87.11
Total:	\$	6,620.00

Note: Time Extension Request: 0 Days

Accepted by:

Dixon Salo Architects, Inc

11/25/15
Date

Town of Grafton

11/25/15
Date

D.M.H. Electric, Inc.

29 Legate Hill Road - Unit A
Sterling, MA 01564

Change Order

Date	Change Order No
11/11/15	3009

Name / Address
M. O'Connor Contracting, Inc. PO Box 320277 19 Ledge Hill Road West Roxbury, MA 02132-0003

Job No.
S372 Grafton Town House 1 Grafton...

Description	Total
<p>RE: Grafton Town House 1 Grafton Common Grafton, MA Lighting at Studios 212 & 213 Proposal Request No. 26</p> <p>Proposal to furnish and install all labor and material per above change. This to include the following:</p> <ul style="list-style-type: none">- Furnish and install twelve (12) Type F1 fixtures in Studio 212, 213 and Corridor 215.- Furnish and install two (2) occupancy sensors, one (1) in Studio 212 and one (1) in Studio 213.- Furnish and install all rough and finish wiring for above fixtures.- Original Type "A" fixtures are already on site, will remain for attic stock. <p>Total Cost As Outlined:</p>	6,222.05
Total \$6,222.05	

Phone #	Fax #
978-422-0400	978-422-3580

Signature _____

DIVISION OF CAPITAL ASSET MANAGEMENT

FORMAT FOR SUBMISSION OF CHANGE ORDER

WORK OF "FILED SUB CONTRACTOR" AND/OR "GENERAL CONTRACTOR"

NOTE: The Work Of The "GENERAL CONTRACTOR", "NON FILED SUB CONTRACTOR" And The "FILED SUB CONTRACTOR" Must Be Presented On His/Her Own Company Letterheads. This Information Must Be Completed By Every Contractor Doing Work Created By The Change.

WORK OF THE "FILED SUB" CONTRACTOR

1. DIRECT LABOR: "FILED SUB CONTRACTOR":

To Include: Prevailing Wage Per Specifications or Verified Union Base Wage, Health/Welfare, Pension and Annuities

<u>Trade</u>	<u>Classification</u>	<u>No. of Workers</u>	<u>Total Hrs. Worked</u>	<u>Pay Per Hour</u>	<u>Total Cost</u>
Elec	Elec	1	40	\$ 76.17	\$ 3,046.80
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL LABOR COST: \$ 3,046.80

2. MATERIALS: "FILED SUB CONTRACTOR":

<u>Type of Material</u>	<u>Quantity</u>	<u>Item Price</u>	<u>Total Cost</u>
Type F1 Fixtures	12	\$ 89.60	\$ 1,075.20
Wall Occupancy Sensors	2	\$ 60.00	\$ 120.00
12-2 MC	250	\$ 0.45	\$ 112.50
4" sq. box with plaster rings	2	\$ 2.77	\$ 5.54
MC Connectors, wire nuts, supprot	1	\$ 62.50	\$ 62.50
Device plates	2	\$ 0.40	\$ 0.80

TOTAL MATERIALS COST: \$ 1,376.54

3. EQUIPMENT: "FILED SUB CONTRACTOR":

<u>Type of Equipment</u>	<u>Hours Required</u>	<u>Cost per Unit per hr.</u>	<u>Total Cost</u>
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

TOTAL EQUIPMENT COST: \$ -

4. SUB TOTAL "FILED SUB CONTRACTOR" COST FOR ITEMS 1., 2. & 3.:

SUB TOTAL: \$ 4,423.34

5. MISC. LUMP SUM SERVICES PROVIDED TO "FILED SUB CONTRACTOR" (POLICE DETAIL, UTILITIES, LUMP SUM SUB SUB WORK, ETC.):

<u>Type of Miscellaneous Lump Sum Service</u>	<u>Cost</u>	<u>Total Cost</u>
		\$ -
		\$ -
		\$ -

TOTAL MISC. LUMP SUM SERVICE COST: \$ -

CHANGE ORDER SUBMISSION FORMAT CONTINUED:

6. **"FILED SUB" ALLOWED 7% O&P Mark Up - MISC. LUMP SUM SERVICES:** 7% x ITEM 5.: \$

7. **SUB TOTAL "FILED SUB CONTRACTOR" LINE ITEMS 4., 5. & 6.:** SUB TOTAL: \$

8. **INSURANCE AND TAXES ON "FILED SUB CONTRACTOR" DIRECT LABOR ONLY:**

A. Insurance And Taxes At 30% (Enter 30% x Total of Item 1.): x ITEM 1.: \$

OR

B. Actual Documented Cost Of Insurance & Taxes On Direct Labor Only. **As Per Contract Include Only The Following:**

- * Workmen's Compensation
- * Massachusetts Unemployment Compensation
- * Federal Social Security
- * Liability Insurance

Documented Insurance & Taxes (Enter Approved % x Total of Item 1.): x ITEM 1.: \$

9. **OTHER APPROVED "FILED SUB CONTRACTOR" DIRECT LABOR FRINGE BENEFITS:**

(i.e.: Apprentice Training, Education Fund, Legal, Travel, ETC.)

FRINGE BENEFITS:

10. **OVERHEAD AND PROFIT OF "FILED SUB CONTRACTOR":**

Filed Sub Contractor can charge 20% of actual total cost of Item 4.:

FILED SUB
20% x ITEM 4: \$

11. **TOTAL OF ITEMS 7., 8. (A. or B.), 9. and 10.**

TOTAL COST OF WORK PERFORMED BY "FILED SUB CONTRACTOR":

TOTAL "FILED SUB CONTRACTOR" COST: \$



WORK OF THE "GENERAL" CONTRACTOR + "NON-FILED" SUBS

12. **DIRECT LABOR: "GENERAL CONTRACTOR" + "NON-FILED" SUBS:**

To Include: Prevailing Wage Per Specifications or Verified Union Base Wage, Health/Welfare, Pension and Annuities

<u>Trade</u>	<u>Classification</u>	<u>No. of Workers</u>	<u>Total Hrs. Worked</u>	<u>Pay Per Hour</u>	<u>Total Cost</u>
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL LABOR COST: \$

SHEPHERD ENGINEERING, INC.

1308 GRAFTON STREET • WORCESTER, MA 01604 • (508) 757-7793 • FAX: (508) 753 2309

MEMORANDUM

Date: November 16, 2015

To: Mr. Neil Dixon, Dixon Salo Architects

From: John D. Shepherd

Re: Grafton Town House
Grafton, MA

Response to COP 27

This office has reviewed the change order proposal in the amount of **\$6,222,05** as submitted by DMH Electric to add lighting and related switch controls within the Studios 212 and 213 as requested by the owner. The amount requested appears fair for the work involved and should be approved for payment.

If the Board is in agreement, the Board will vote to approval the annual license renewal per list.

Selectmen's Meeting - December 15, 2015

2016 LICENSE RENEWAL

Common Victualler

American Legion Post 92	69 Worcester St.	David Callahan
Anzio Pizza	135 Westboro Rd. 01536	Todd Harrington
Art Bradish Stand,	39 Shrewsbury Street	Richard E. Bradish
Bejing Tokyo	206 Worcester St.	Ping Ping Zou
Best In Show	72 Worcester St.	Francis D. Knapp
Breakfast at Stephanies	156 Main Street	Stephanie Miller
Bushel N Peck	8 Worcester St., 01536	Michael Bartosiewicz
Cancun's Mexican Restaurant	75 Worcester St.	Maria Elena Delgadillo
Central Square Gifts, LLC	2 Grafton Common	Carol Dauphinais
CRI Inc., Ricks Hilltop	59 Maple Ave.	Janet Kuchinski
Danielle's Breakfast	215 Worcester Street	Dennis Doe
Danielle's Pub	7 Williams Rd.	Dennis Doe
Donut Star	204 Worcester Street	Chhun Moy Khov
Grafton Donuts Inc., Dunkin Donuts	72 Worcester St.	Brian Marino
Grafton Pizza	204 Worcester St	Makram A. Salib
J & J Tavern	136 Magill Drive	John H. Magill
Lake Ripple Xtra Mart	87 Worcester Street	Drake Petroleum Company Inc.
Lakeview Pizza	78 Worcester Street	Mamdough Abdalla
Loaves & Fishes	200 Westboro Rd.	Leah D. Surprenant
New Fancy House of Pizza	3 Main Street	Emad Saad
King Jade II Garden Restaurant	78 Worcester St.	Jin Ying Chen
Pearl Café	198 Worcester St.	Xiuliang Zou
Pecorino Cheese	135 Westboro Rd	Simone Linsin
Pepperoni Express	92 Worcester Street	Lakis Theoharis
Peters Catering	296 Upton Street	Michael Peters
Polish American Club	7 Main Street	Peter Wojnar
Stir Crazy Coffee & Sweets	79 Worcester St.	Suzette Macaruso
Subway Sandwiches of Grafton	100 Worcester Street	Dimple Desai
The Buggy Whip, Inc.	343 Providence Rd.	Joseph K. Garabedian
The Olde Post Office Pub, Inc.	Ray Street	Edward J. Whiterell
Wongs Restaurant, Zhen Mei Inc	62 Upton Street	Mei Ping Situ

Auctioneer

U-Store It, 6 Depot St., SG	6 Depot St.	Bob Heavey
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GARAGE LICENSES I, II & III

Class I Garage

Anderson Automotive	122 Worcester Street	Forbes L. Anderson
Atlantic Turtle Top, Inc.,*	110 Worcester Street	Robert G. Flynn, Sr.

2016 LICENSE RENEWAL

CLASS II Garage

Baya Auto Sales	21 Shrewsbury St.	Saber Eleuchi
Collette Motors, Inc.	37 Main Street	Robert E. Collette
Dave's Auto & Truck	11 Faulkner Rd.	David B. Fleming, Sr.
Flemings Automotive,	281 Upton St.	Standley H. Fleming, III
Fred's Used Cars, Inc.	277 Upton Street	Frederick C. Ferry, III
George Jordan & Son	4 Worcester Street	Joseph Caroll
Grafton Foreign Motors	165 Worcester Street, PO 476	Patric G. Rooney
Graveson Transmission and Auto Repair, LLC;	99 Creeper Hill	Jason Graveson
Ram Auto,	143 Main St.	Marie Momgiane
MacKoul's Cars Inc.	220 Worcester Street	Richard T. Mackoul
Neighborhood Car Care Center	290 Providence Rd.	Charles Boyle
Noel's Auto Sales, Inc.	218 Worcester Street	Michael F. Noel
Roger's Auto Service	213 Worcester St.	Roger F. Samuelson
Route 140 Wholesale Auto Sales	281 Upton St.	Ron Ernewein
Sam's Auto Service	50 North Main St.	John H. Hall
Robert A. Fleming, Sr.	138 Faulkner Rd.	Robert Fleming Sr.

CLASS III Garage

George Jordan & Son	4 Worcester Street	George & Joseph Caroll
Grafton Auto Service	101 Worcester St	Michael Awde
ML Norwood Auto Recycling	123-125 Adams Rd.	Mark L. Norwood

MUSIC

American Legion Post #92	69 Worcester Street	David K. Callahan
Cancun's Mexican Restaurant	75 Worcester St.	Maria Elena Delgadillo
CRI Inc., Ricks Hilltop	59 Maple Ave.	Janet Kuchinsky
J & J Tavern	136 Magill Drive	John H. Magill
Polish National Home Association	7 Main Street	Peter Wojnar
The Olde Post Office Pub, Inc.	Ray Street	Edward J. Whiterell
Yue Cheong Corp., Wongs Restaurant	62 Upton Street	Mei Ping Situ

INN HOLDER

Grafton Inn	25 Central Street	James Hunter Jr.
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POOL TABLE

Delisle Goulet Post 92	68 Worcester Street	David Callahan
Polish National Home	7 Main Street	Peter Wojnar

2016 LICENSE RENEWAL

RESTAURANT - ALL ALCOHOLIC (10 Licenses issued, 14 Licenses Permitted - 4 Available)

Ricks Hilltop	59 Maple Ave	Janet Kuchinski
Danielle's Restaurant Corp., Danielle's B:	215B Worcester Street	Dennis W. Doe
Quatro Amigo's Inc. d/b/a Cancun's Mexican Restaurant	75 Worcester Str	Mary Elena Delgadillo
J & J Tavern	136 Magill Drive	John Magill
Olde Post Office Pub Inc	Ray Street	Edward J. Whiterell
Yue Cheong Corporation, Wong's Restaurant,	62 Upton Street	Mei Ping Situ
Cheng Du / Fontan Restaurant Inc.	387 Providence Rd.	Kuo Rung Tang

* Club Licenses and Innholders are part of the All Alcoholic count

RESTAURANT - WINE & MALT (2 Issued, 5 Licenses Permitted - 3 Available)

Pepperoni Express	92 Worcester St.	Lakis Theodoras
Anzio's Brick Oven Pizza	135 Westboro Rd.	Todd Harrington

PACKAGE STORE - ALL ALCOHOLIC (Three Licenses Permitted - None Available)

Grafton Liquors, Inc.	77 Worcester Street	Bruce Chalupka
Shradha Corp.; D/B/A Five Star Liquors	197 Worcester Street	Kirti Patel
Valley Plaza Discount Liquors	43 Main Street	Beatrice Collette

PACKAGE STORE - WINE & MALT (2 Issued, 5 Licenses Permitted - 3 Available)

Ultra Mart d/b/a Ultra Mart	215 Worc St.	Tariq Khalil
Pecorino	135 Westboro Rd.	Simone Linsin

INN HOLDERS - ALL ALCOHOLIC

JJH Investements, Inc., Grafton Inn	25 Central Square	James Hunter Jr.
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(Included in the All Alcoholic count)

CLUB - ALL ALCOHOLIC (Included as part of the All Alcoholic count)

Delisle Goulet Post #92, American Legior	69 Worcester Street	David R. Callahan
Polish National Home Association	7 Main Street	Kenneth "Chip" Hudson

TAXI CAB

Grafton Taxi & Transport	50 North Main Street	John R. Martin
Sal's Taxi	49 Deernolm St.	Ser D. Sterlin

Good Energy – Electricity Aggregation, Draft Special Town Meeting Article.

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

DRAFT

Town Administrator - Evaluation

If the Board is in agreement, The Board will vote to approve the Board of Selectmen meeting minutes of 11/17/15 as presented.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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

BOARD OF SELECTMEN
MEETING MINUTES

November 17, 2015
Municipal Center, Conference Room A
7:00 p.m.

A regular Board of Selectmen meeting was called to order at 7:01 p.m. Present: Craig Dauphinais, Jennifer Thomas, Bruce Spinney, Dennis Flynn, Brook Padgett, Tim McInerney, Doug Willardson and Laura St. John- Dupuis.

Tax Classification Hearing

Mr. Spinney read the public hearing notice. Mr. Spinney made a motion to open the public hearing. Ms. Thomas seconded. All were in favor.

Drew Manlove, Principal Assessor, addressed the Board and provided a presentation of the Tax Classification and stated that assessed values are not meant to raise or lower tax but to make sure taxes are spread equitably. The Assessor's office is resource for the tax payers and gives people the ability to get information.

Assessed values overall in Grafton saw incremental changes in the real estate market from January 1, 2014 to January 1, 2015. There was a moderate increase in single-family home values from \$1,479,484,450 in FY15 to \$1,501,494,600 for FY16. Single-family homes account for almost 70% of Grafton's total assessed value. The average assessed value rose .05% to \$342,182 this year.

Condominiums are the second largest class of property in Grafton, accounting for 13% of the total assessed value. Condominium value increased from FY16 from \$265,228,200 to \$282,837,200. When factoring in the overall increase in condo units in the town, the average assessed value saw a change of 5.5% to \$220,967.

Tax Levy, there is a limit to the property taxes that that the Town of Grafton 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 levy limit, not actual levy, is the base for calculating the current year's levy limit. To that base is added 2.5% of the prior year's limit, new growth and any budget overrides approved by the town. 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. Calculations based

46 on a FY16 actual property tax levy of \$36,724,455.89 or \$1,039,146 less than the
47 maximum allowable levy.

48
49 Mr. Manlove provided the different tax rate options.

50
51 **Single tax Rate:** The single tax rate is calculated by dividing the tax levy
52 (\$36,724,455.89) by the total assessed valuation for the town (\$2,192,504,829).
53 Grafton's single tax rate for FY16 is \$16.75 per thousand dollars of assessed value.
54 This represents a \$0.25 or 1.5% increase from last year's tax rate of \$16.50. Using a tax
55 rate means that all classes of property have the same rate applied to their assessed
56 value in order to calculate their tax bill. Grafton has historically used a single tax rate,
57 effectively sharing the tax burden equitably amount all taxpayers in the town.

58
59 **Split tax rate:** There are separate tax rates for different classes of property and allows
60 the Board of Selectmen to make the decision as to whether or not to shift the tax burden
61 from one class of property to another. Statute provides a maximum allowable portion of
62 the tax levy, up to 105% for Grafton to be borne by the commercial, industrial and
63 personal property classes (CIP). Because the Commercial Industrial and personal
64 property classes make up less than 10% of Grafton's total tax base, significant
65 increases in CIP tax bills would result in a relatively small savings for residential
66 property.

67
68 **Residential Exemption:** A residential exemption is a fixed dollar amount excluded from
69 the valuation of each owner-occupied property for real estate tax purposes. This shifts
70 the tax burden within the residential class of property. This burden is shifted not only
71 from owner-occupied properties onto non-qualifying properties, but it is important to
72 understand that the tax burden is also shifted from lower-valued properties to higher-
73 valued properties. The residential exemption does not change the tax dollars raised by
74 the residential class of properties. Therefore, to compensate for exemption granted to
75 qualifying property owners, the tax rate would increase for all residentially property
76 owners. The highest exemption that may be granted is 20% of the average assessed
77 value of all residential parcels.

78
79 **Small Commercial Exemption:** The small commercial exemption authorizes the Board
80 of Selectmen to exempt up to 10% of the value of commercial parcels which are
81 assessed at less than \$1 million and have less than ten employees. Few businesses in
82 Grafton would meet that criteria for this special exemption. Adopting a small commercial
83 exemption increases the commercial and industrial tax rate.

84
85 **Open Space Discount.** The open space discount enables the Board of Selectmen to
86 allow for a discount of all Class Two Open Space Properties. The discount may reduce
87 the amount of the tax levy paid by the open space class to no less than 75 percent of its
88 full and fair cash share of the levy. Adopting an open space discount lowers the open
89 space tax rate because the amount of the levy paid by the class is reduced. Those
90 taxes are shifted to the residential class alone, which means a higher residential tax
91 rate. Currently there are not taxable properties in Grafton classified as Open Space.

92 Mr. Manlove stated there are tax relief exemptions for different folks such as senior
93 citizens, veterans, paraplegics, blind persons and surviving spouses and minors of
94 police officers and firefighters killed in the line of duty. The dollar amount of these
95 exemptions varies. Mr. Manlove encourages anyone who might be eligible to contact
96 the Assessor's office to apply from January to March or to see if there are exemptions
97 available to them.

98
99 Mr. Flynn asked Mr. Manlove what is the average amount the seniors have saved and
100 what does it amount. Mr. Manlove responded by saying we there are a couple types of
101 exemptions for seniors. One type, a person has to fall with in an asset limit and one is
102 asset and income. This past year there were 65 people who qualified for a total of \$45K
103 and that the exemption can be up to \$1,000 dollars in tax relief for seniors.

104
105 Mr. Flynn made a motion to close the public hearing. Ms. Thomas seconded. All were
106 in favor.

107
108 Mr. Padgett made a motion to adopt a residential Factor of 1, no Open Space discount,
109 no Residential Exemption, no Small Commercial exemption and give authorization to
110 the Principal Assessor to electronically sign and submit the LA-5 to the DOR. Mr.
111 Spinney seconded. All were in favor.

112 113 **Milford Medicinals**

114
115 Mr. Dauphinais introduce Michael Dundas the CEO of Milford Medicinals. Mr. Dundas
116 addressed the Board and stated his address is 15 Moreland Avenue, Newton, MA. Mr.
117 Dundas further stated he is here to request a letter of support or non-opposition to open
118 a medical marijuana dispensary here in Grafton and that he submitted some information
119 introducing Milford Medicinals Executive Management team and Board of Directors to
120 the Board through the Town Administrators office. Currently, Milford Medicinals
121 currently is licensed by the Department of Public Health under the Medical Marijuana
122 Act with a location in Milford, MA; Grafton would be a second location. He recently took
123 Chief Crepeau and Mr. McInerney on a tour of the Milford location to talk about the
124 secure nation of the facility and how they conduct their operations Milford Medicinals
125 has found a property suited for this use. Mr. Dundas stated that he stands before the
126 board tonight for any questions anyone may have.

127
128 Mr. Padgett asked Mr. Dundas how the will the facility will look; about security and who
129 do they expect their clientele to be.

130
131 Mr. Dundas stated that in 2012 the Massachusetts electorate passed proposition 3 the
132 Medical Use of Marijuana Program. The Department of Public Health put together a
133 complicated and comprehensive body of regulations governing medical marijuana,
134 contrary to peoples interpretation, not just anyone can walk into a facility, they are very
135 secure. A physician must recognize that a person has a debilitating condition as called
136 out in the Medical Marijuana law. The physician must then write a recommendation and
137 then the person must go to the Department of Public Health and register to get an

138 identification card. The identification card and a state issued ID will allow a person to get
139 into a facility.

140
141 Mr. Dundas stated further that he finds there are misconceptions of the type of clientele
142 that will frequent the dispensary. And stated this is really a medicine and some people
143 this is not medicine and believe this is a stepping stone to other drugs and he
144 emphatically argues that this is not the case. If anyone thinks someone will be getting
145 marijuana from their location for recreational purposes those folks will not be getting
146 marijuana from this facility. They have put a lot of effort of making this a discrete
147 professional store front and inside will mirror a physician's office.

148
149 Mr. Willardson showed a picture of the proposed location at 206 Worcester Street
150 where the new location would be

151
152 Mr. Spinney asked Mr. Dundas what the decision was making process in coming to
153 Grafton on 122. Is there a big market for this? Dundas stated that we established
154 ourselves Milford Medicinals and see ourselves as members of the broader Worcester
155 County community.

156
157 Mr. Dundas stated Milford Medicinals Board of Directors was asked about a location a
158 potential location. Milford Medicinals Board member Jean Casale, a career pharmacist
159 and a resident of Grafton MA recommended Grafton as a location. Mr. Dundas
160 provided some statistics stating that the program in Massachusetts is brand new. The
161 state has allowed 15 licenses of those only 4 licenses have been issued. There are
162 14,000 patients state wide registered and certified by the state. There are approximately
163 25 states that have medical marijuana programs. There is approximately 1.5 to 2% of
164 the general population patient base. There patient base is growing slowly and far less
165 than those receiving regular medications.

166
167 Mr. McInerney asked Mr. Dundas to state the following: Investment in building and curb
168 appeal and background checks on the staff.

169
170 Mr. Dundas stated that the Façade of building will be retro fit according to the
171 Department of Public Health regulations. There will be no representations of marijuana
172 outside of the building and there will be no ability to see inside. Background checks the
173 state requires for anyone who works for the Milford Marijuana and must be approved by
174 DPH. The building will include a secure entrance way, cameras around the perimeter
175 and inside. Security personal will be staff at during all business hours.

176
177 Mr. McInerney asked Mr. Dundas about background checks on employees of this
178 facility. Mr. Dundas stated for employees that the state requires, background checks
179 including professional licenses, civil records, and financial records. Volunteers also
180 must go through this process according to the Department of Public Health.

181
182 Mr. Dundas stated that the process for Grafton is in mid-stream for applying for a
183 marijuana dispensary license, there are three steps involved. Step1: Tell the DPH you

184 have an intention to apply. Sending detail information and personal Step 2: provide the
185 State with a substantial packet with details of personnel. Part 3: Sighting Profile, where
186 the business advises the state of the site to locate a dispensary and to submit letters of
187 non-opposition.

188

189 Mr. Spinney asked Mr. Dundas how many towns has Milford Medicinals approached for
190 another location. Mr. Dundas stated they have approached four towns and due to the
191 competitive nature he could not disclose those locations, but could reveal them in
192 private.

193

194 Mr. Padgett asked where the marijuana is grown. Mr. Dundas stated that Milford
195 Medicinals will cultivate, produce and make prepackaged edibles that will be for sale in
196 Milford and in Grafton. Grafton would not be cultivating, only the Milford facility will
197 cultivate. The products will come in childproof containers.

198

199 Mr. Padgett also asked if there were going to be banking issues. Mr. Dundas stated
200 that one bank has been willing to work with Milford Medicinals and further stated that
201 banking in Massachusetts is less severe because the regulatory system is so strict.
202 Regulations require everything must be tracked from seed to sale with a scan barcode.
203 It is much more professional and considered regular banking.

204

205 Mr. Dundas recognized that many in the community may be in favor and many may not.
206 When Milford was approached, Milford Medicinals approached the Police Chief of
207 Milford with their security plans and asked for advice and input from the Police Chief.
208 The Chief provided suggestions and Milford Medicinals took those suggestions. Mr.
209 Dundas felt this provided a smooth run up interaction with the community. Milford
210 Medicinals is more than happy to follow the same here in Grafton..

211

212 Mr. Dauphinais asked for questions or comments.

213

214 Phil Leger of the CMRPHA stated he had comments and questions:

215

216 Mr. Leger stated that Massachusetts regulations are very comprehensive and that
217 medicinal marijuana is not your" backyard" marijuana.

218

219 Mr. Leger also indicated that the State has put together a fee structure for licensing
220 \$1,500 non- refundable to put your name for a dispensary license and then \$30k to
221 apply and the application must show the investors have to capital. Once permitted,
222 there is a \$50k permit fee every year to DPH. The DPH will be inspecting dispensaries
223 twice per month. One time will be planned and one time will be a surprise inspection.

224

225 Mr. Leger asked if baked goods will be prepared in Milford. Mr. Dundas stated there is a
226 commercial kitchen in Milford. Grafton will not be preparing baked goods.

227

228 Mr. Leger also added that all information on of medical marijuana dispensaries can be
229 found on the state's website.

230 Mr. Dundas responded to Mr. Leger and said there are pilot programs. There would be
231 no reduction in property taxes as Milford Medicinals would be renting the building and
232 added that all of the medical marijuana dispensaries are required to be nonprofit.
233

234 Chief Crepeau addressed the Board and stated that he did see the facility in Milford and
235 would like to make sure the building is secure. Chief Crepeau stated the location in
236 Grafton has had a history with incidents. Grafton has made recommendations for
237 windows. The Chief added that he hopes Milford Medicinals come to Grafton that there
238 is a dialogue.
239

240 Mr. Flynn asked the Chief from a law enforcement point of view and the type of staffing
241 needed and how does the Chief see this facility integrated in the community and how
242 does the Chief see this dispensary fitting into Grafton and with traffic and congestion.
243 What is the public safety point of view and general law enforcement?
244

245 Chief Crepeau responded to Mr. Flynn stating one of the differences in Milford to
246 Grafton is that their facility is tucked away in an industrial park, not on a main road that
247 leads to Mass Pike. Chief Crepeau stated that he had asked the question about the foot
248 traffic to Mr. Dundas and was advised that they anticipate about 40 persons per day for
249 filling prescriptions. The hours will be 9AM -7PM. Chief Crepeau stated there are
250 characters in the neighborhood and he has concerns about security. Chief Crepeau
251 stated he is not concerned about inside the building, he is satisfied with that, outside is
252 the concern and he would like to talk about that aspect of it. The Chief stated that he
253 feels there will be cash and drugs and that is a concern. If the Police Department is
254 responding to the dispensary location all of the time he will be coming to the Board to
255 see what can be done as the dispensary will be getting a population of people coming in
256 from Worcester, the second largest city in Massachusetts.
257

258 Chief Crepeau stated that he has heard commercials stating that marijuana cures
259 anything Diabetes to Alzheimer's disease. He further stated that there are medical
260 studies about the dangers of marijuana. In adolescents it is a big deal to use marijuana.
261 If patients come in properly with their cards and if we stop someone on the street with a
262 dose of medical marijuana the Police can check their identification card to make sure
263 they are legitimate patients and there will be fraudulent cards out there, If there needs to
264 a further investigation there will be.
265

266 Mr. Flynn asked Chief Crepeau how the police, at this point, determine if someone is
267 under the influence of marijuana. The Chief stated the officer will perform a field
268 sobriety test. He also indicated that he would send officers to school to learn about field
269 testing. If there is nothing else but negligent driving, people will be stopped to see if they
270 are impaired.
271

272 Mr. Spinney asked the Chief if there are officers who are trained in card system and
273 how much does that cost. Chief Crepeau responded by saying there is not cost, the
274 class is very popular and always filled to capacity. Mr. Spinney asked the Chief in your
275 opinion having a facility like this would it have an impact if done right. The issue would

276 be those that can get cards through certain doctors. There are people who will find a
277 way to get these cards and hopes this is the exception not the rule.

278
279 Chief Crepeau shows a community health assessment regarding Grafton's youth and.
280 Mr. Dauphinais stated that he feels this has nothing to do with this. Mr. Flynn stated
281 that that this should be read to the audience. Mr. Dauphinais feels he would like to keep
282 things moving and thanked the Chief.

283
284 Ms. Debbie Chouinard from the Grafton Board of Health addressed the Board to ask a
285 couple of questions and stated her concerns. Ms. Chouinard asked Mr. Dundas if they
286 get a letter of support or not, can Milford Medicinals continue with Grafton. Mr. Dundas
287 stated yes. Ms. Chouinard asked if the Board did not sign the letter will Milford
288 Medicinals continue with Grafton. Mr. Dundas answered yes and stated that he sees
289 himself in partnership Department of Public Health and perhaps the local Board of
290 Health and fervently believes there are folks in Grafton and surrounding towns that need
291 and would benefit from medical marijuana.

292
293 Ms. Chouinard asked if you Milford Medicinals is allowed to have three facilities are you
294 pursuing a third? Mr. Dundas stated yes.

295
296 Mr. Padgett stated that synthetic marijuana is prescribed and doesn't work and knows
297 that edibles with natural marijuana it has helped patients further stating that people do
298 benefit from this and he has seen it. Mr. Padgett stated he will be in support of this if it
299 is done right.

300
301 Mr. Dauphinais asked that whatever happens tonight, what is the process moving
302 forward. Mr. McInerney stated that there would be a site plan review there are no local
303 regulations with the town. Mr. Dauphinais asked what will the timeframe be. Mr.
304 Dundas responded by stating Milford Medicinals does not have an exact timeframe. If
305 the letter of support is approved tonight, Milford Medicinals will move into phase 3 of the
306 process, with an expectation of opening mid to late summer. Mr. Dauphinais stated this
307 is a controversial issue, part of our job is to protect this community and whether it be a
308 facility like this or a liquor license, it is a big deal for us. I would hope you and your
309 company would respect that and work with the Chief, Board of Health and Town
310 Administrator's office.

311
312 Ms. Thomas made a motion. Mr. Flynn asked for a discussion.

313
314 Mr. Flynn stated that he worked as a school psychologist and spent 40 years in
315 education and saw what marijuana did to schools in the 60's and 70's. Mr. Flynn worked
316 with families who were having problems and feels marijuana is a problem with youth
317 further stating that minors model the behaviors with what they observe. Mr. Flynn stated
318 he has seen the effects that drugs have on the youth and further stated that he would
319 not like to experiment with this in our community asking why do we need to have this in
320 the heart of our community where there will be a distraction and stated this can be done
321 anywhere other than Grafton and hopes the Board will not vote for it.

322
323 Ms. Thomas made a motion to sign a letter supporting Milford Medicinal to operate a
324 Registered Marijuana Dispensary in Grafton. Mr. Spinney seconded. Mr. Padgett, Mr.
325 Dauphinais, Ms. Thomas and Mr. Spinney were in favor. Mr. Flynn opposed and asked
326 for discussion.

327
328 **Traffic Safety Committee- Recommendations**

329
330 Mr. Padgett made a motion to approve the Traffic Safety Recommendation to install
331 "Slow Children" signs on both sides of Church Street at the discretion of the DPW
332 Director and to clear brush to better expose the existing Stop sign on Bicknell and to
333 install a "Stop Ahead" sign on the eastbound side of Bicknell at the discretion of the
334 DPW Director. Ms. Thomas seconded. All were in favor.

335
336 **One Grafton Common – Update**

337
338 Andy Deschenes provided an update on the progress for the construction work at One
339 Grafton Common with the below particulars.

- 340
- 341 • New Roof is complete it is a tight rubber roof with copper edging.
 - 342 • Utility Work- the cut across the roadway has been done and has been patched.
 - 343 • Interior construction of metal stud work in the great hall has been done.
 - 344 • Relocated the mailbox
 - 345 • Round window removed and being rebuilt
 - 346 • New plumbing has been completed.
 - 347 • Soffit work and interior work complete.
 - 348 • Historical society pretty nearly complete needs some paint work.
- 349

350 Mr. Deschenes stated that there were some structural problems that found inside of the
351 building. This wall was formally an exterior wall and it is failing. There is a crack in the
352 brick wall where it has dropped a bit and is pushing forward. It is stable right now. Mr.
353 Deschenes had the repair priced out and feels the new structure needs to be put in as
354 well as some temporary shoring and scaffolding to remove the brick wall and replace it
355 with a new wall.

356
357 **Key Current work:**

- 358
- 359 • New heating system installed and working
 - 360 • Sprinkler system 95% complete
 - 361 • Roof is complete building is weather tight
 - 362 • Completion of siding
 - 363 • Structural repair
 - 364 • Complete all tenant work
- 365

366 **By the end of year:**

367

- 368 • Drywall and doors
- 369 • New main staircase
- 370 • New permanent electric service

371
372 To be completed in spring:

- 373
- 374 • Final site work/landscaping

375
376 Mr. Spinney asked if before cold weather hits will the majority of the work that causes
377 dust will be done before the heating system is blowing dust. Mr. Deschenes stated that
378 they have the ability to seal off and will take the curse off of what the tenants might have
379 to endure. Mr. Spinney asked if air quality has improved. Mr. Deschenes stated yes it
380 has already improved.

381
382 Mr. Deschenes stated that there is a large change order on the table. The change order
383 is for \$106,353. He noted that the contingency in place is north of \$300k.

384
385 Mr. McInerney stated that the Board needs to approve the change order for \$106,353.
386 Mr. Dauphinais asked Mr. Deschenes if he was happy with the structural engineer. Mr.
387 Deschenes stated yes and that this was definitely the right way to go.

388
389 Mr. Deschenes stated the start date of this project was date April 2, 2015 and is
390 scheduled end date April 4, 2016. Mr. Deschenes added further that we are a month
391 ahead of schedule.

392
393 Mr. Spinney made motion to authorize the Town Administrator to sign the change order
394 for the structural work. Mr. Padgett seconded. All were in favor.

395
396 **Pole Petition- National Grid-Sibley Street**

397
398 A representative from National Grid left the meeting prior to the Board getting to this
399 agenda item. This Pole Petition will be continued for a date when a National Grid
400 representative can be present. The public hearing notice was opened to hear from the
401 resident who has come before the Board to voice her concerns of the location that
402 National Grid is proposing.

403
404 Mr. Spinney read the public hearing notice.

405
406 Mr. Spinney made a motion to open the public hearing. Ms. Thomas seconded. All were
407 in favor.

408
409 Ms. Sarah Bridges of 1 Sibley Street addressed the Board. She stated that she owns
410 the piece of property on the corner of Sibley Street. The lot is buildable and her concern
411 is where the pole is located, if a house was built the pole would be right on the front it.

412

413 Mr. McInerney advised that he will let National Grid know there is anticipation of a
414 house going onto the lot. Mrs. Bridges wants the pole to be placed on town property
415 below her stone wall.

416
417 Mr. McInerney assured Mrs. Bridges that we will tell Nation Grid what her concern is
418 and we will let her know when they are coming back before the Board of Selectmen.
419

420 Ms. Thomas made a motion to continue the public hearing. Mr. Flynn seconded, all in
421 favor none opposed.

422
423 **APPOINTMENTS**

424
425 **Jonathan M. Burton – Tufts Representative for EDC**

426
427 Mr. Spinney made a motion to appoint Jonathan M. Burton as the Tufts Representative
428 for the EDC. Mr. Padgett seconded. All were in favor.
429

430 **Appointments for Trustees of Soldiers and Memorial Committee**

- 431
432
 - William Cutler
 - 433 • William Drago
 - 434 • Andrew Kjellberg
 - 435 • Peter Shay
 - 436 • Kenneth B. Sherman

437
438 Mr. Spinney made a motion to appoint William Cutler, William Drago, Andrew Kjellberg,
439 Peter Shay and Kenneth B. Sherman to the Trustees of Soldiers and Memorial
440 Committee. Ms. Thomas seconded. All were in favor.

441
442 **Resignation: Joann Duncan – Community Preservation Committee**

443
444 Mr. Spinney made a motion to accept the resignation of Joann Duncan from the
445 Community Preservation Committee and to send a letter of thanks. Mr. Padgett
446 seconded. All were in favor.

447
448 **NEW BUSINESS**

449
450 **Vote to Sign Pledge of License- Quatro Amigos, Inc. (Cancuns)**

451
452 Attorney Mark Krieger, on behalf of Quatro Amigos, Inc. addresses the Board, stating
453 that the owners of Cancuns had purchased property and as part of the loan they took
454 out a pledge of license for additional collateral in the unlikely event of default if the bank
455 were to foreclose on the business.

456
457 Mr. Flynn asked if this request was run by Town Counsel. Mr. McInerney stated it had
458 not, but he will check with Town Counsel.

459 .
460 Attorney Krieger stated that he can assure the Board that this bank and other banks
461 utilize this regularly and that the ABCC has a department that handles these request.

462
463 Mr. Padgett stated that a bank finds this is worth a great deal of money. It is not
464 protecting them at all and doesn't see it as a big issue. We can vote on it contingent on
465 Town Counsel.

466
467 Attorney Krieger stated that they already have the loan. The bank as part of the whole
468 loan agreement requested the Pledge of License.

469
470 Mr. Padgett made a motion to approve the pledge of license to Quatro Amigos
471 contingent upon Town Council approval. Ms. Thomas Seconded. All were in favor.

472
473 **EDC Tasks/Goals**

474
475 Mr. McInerney provide the five major points for the EDC's Tasks/Goals

- 476
477 1. Establish a welcome packet for new and existing businesses.
478 2. Develop survey tool for business to collect baseline data- always asking what the
479 town can do you them.
480 3. Visit local businesses.
481 4. Using an Excel database prepared script and asked members to call five
482 businesses a month.
483 5. Establish business breakfast for the spring as a semi-annual event.

484
485 Mr. Spinney stated he would like to review the EDC's goals and tasks two times per
486 year.

487
488 Mr. Dauphinais feels # 4 is aggressive 5 is a lot and to maybe do 3-5. That's pretty time
489 consuming and stated that with Welcome packet the EDC can figure out what they are
490 doing. Get some good feedback from businesses for this.

491
492 Mr. Flynn stated that the EDC may have questions about the list of tasks and want to
493 come back to discuss and they may have things they want to do that we haven't talked
494 about as we would like to give them to have a chance to participate.

495
496 Mr. Dauphinais would like to schedule a meeting sometime in February and that will
497 give them time to put things together.

498
499 Mr. McInerney asked if we want to have a discussion of these 5 points.

500
501 Mr. Spinney stated that we have already done that and at the end of the day it's our
502 committee.

503

504 Mr. McInerney would like to have workshops where people can be helped with Facebook,
505 google etc. But we need to have baseline information beforehand.

506
507 Mr. Flynn made a motion to provide the EDC with a draft copy of the draft goals and
508 request action and further finalize their goals at the February workshop meeting. Ms.
509 Thomas seconded. All were in favor.

510
511 **TA Goals/Evaluation**

512
513 Mr. Dauphinais stated that he asked TA to put this on here. We can do the evaluation
514 now it doesn't have to coincide with the evaluation. Mr. Flynn asks if the Board can get
515 a copy from last year.

516
517 Mr. McInerney stated that the Board did two things, core leadership and goals. It is a
518 perfect time to do it on the whole document. We have the blank one from last year
519 January 2015. Mr. Dauphinais asks Mr. McInerney to get that info out to the Board and
520 set up a time table as to when you want it completed. Ms. Thomas stated that the Board
521 will want new goals. Mr. Flynn stated he would like a response to those goals as you
522 work on that each day. Mr. McInerney will send a blank form and a copy of the goals
523 and decide what they are going to evaluate him on

524
525 **Town Administrator Report**

526
527 Mr. McInerney provided his report

- 528
- 529 • Mr. McInerney would like Good Energy to come in to discuss aggregated
 - 530 electricity with the Board in an upcoming meeting.
 - 531 • Mr. McInerney would like to invite Direct Solar Energy to a future meeting along
 - 532 with members of the Energy Committee. He feels solar is a great idea.
 - 533 • The waste water treatment plant is \$44M, which is \$4- \$5M under estimate. The
 - 534 bids will be awarded in January, late March construction should begin.
 - 535 • Mr. McInerney stated he is working with google to put a package together
 - 536 working with small businesses.
 - 537 • GURR- Mr. McInerney stated that hydrostatic testing of the tanks using
 - 538 standards they must meet will be taking place. A conservation agent will go
 - 539 there. Steve Charest will be there and will call Maria Mast (ConCom) if he sees
 - 540 something. The DEP will be there as well.

541
542 Mr. Dauphinais asked if there are other professionals that the town can have at
543 the testing site. Mr. McInerney stated that no, we are not allowed. Mr. McInerney
544 stated Steve Charest will be there and has been through several leak detecting
545 tests before and he has access to the town's consultant. Mr. McInerney also
546 stated that he has asked if our consultant will be allowed to be there. GURR says
547 no.

548

549 Mr. Flynn addressed the Board as a private citizen, provided his address: 102
550 Upton Street, Grafton, MA. Mr. Flynn stated that he met with Town Counsel
551 about the GURR and handout a copy of the STB's two page ruling. Mr. Flynn
552 asked for some clarification on the highlighted areas of the ruling and that the we
553 haven't received anything as a town. Mr. Flynn read an excerpt from the handout
554 which states. "Towns my exercise their traditional police powers over the
555 development of rail facilities like the one at issue here to the extent that the
556 regulations "protect public health and safety, are settled and defined, can be
557 obeyed with reasonable certainty, entail no extended or open-ended delays, and
558 can be approved (or rejected) without the exercise of discretion on subjective
559 questions." Mr. Flynn stated he feels it is not unreasonable to ask for a plan or
560 some type of schedule and that going forward there will be things that need to be
561 addressed. Make sure all is being done that should be. Mr. Flynn thinks it is
562 imperative that we work with Town Council. There was not lead time give to us
563 and it doesn't think this is reasonable.

564 Ms. Thomas asked if Ginny could send a letter with Dennis's information. Mr.
565 McInerney stated we've asked to be on site and that he does not know if Town
566 Counsel has had that discussion.
567

568

569 **DISCUSSION**

570

571 **Town Meetings and Procedures (Ray Mead- Moderator)**

572

573 Ray Mead addressed the Board to discuss Town Meeting and procedures.

574

575 Meeting Prior to Town Meeting: Mr. Mead stated that the meeting prior to Town Meeting
576 really needs to happen. It does not have to be a Saturday; it can be the Thursday before
577 as this is when the report of the committees is given.

578

579 Warrant Articles: Mr. Mead stated it was suggested to him by the Finance Committee to
580 have their recommendations to the Warrant articles come up on the projector screen.

581

582 Electronic Voting: Mr. Mead stated that he received nothing but good comments about
583 the electronic voting, except for one and stated that he received comments about
584 people wanted to know the breakdown of the vote. Mr. Mead states that the total must
585 come to him first before the breakdown can be shown to the audience. Mr. Mead stated
586 that he would like to continue with electronic voting.

587

588 Article 15: Article 15 discusses voting, when a question is put a sense of the meeting it
589 shall be determined by a show of hands. The moderator should state the actual count.
590 Mr. Meade would like to add this to the bylaw and would require the Moderator to do
591 this. Anyone can question a vote, but if he feels the vote should be taken again he will.
592 It costs \$3,800 to rent. The town got 400 clickers and a person to run it. Mr. Spinney
593 stated that it will promote attendance.

594

595 Microphones: Ms. Thomas said she liked the microphones in the aisle. Mr. Dauphinais
596 suggested that two microphones at the top would be good. Mr. McInerney stated that it
597 depends on how well you can see those folks up at the top. Mr. Padgett stated that
598 things move along faster for people to line up.
599

600 Mr. Dauphinais stated he likes the idea of the meeting before the meeting, maybe the
601 Tuesday at 6pm prior to the Board of Selectmen meeting.
602

603 **Land Use – Perrault Property**

604 Mr. Spinney would like to discuss two properties but would like to table this for now.
605
606

607 **MEETING MINUTES**

608
609 Mr. Spinney made a motion to accept the meeting minutes of 10/20/15 as presented.
610 Ms. Thomas seconded, all were in favor.
611

612 Mr. Spinney made a motion to accept the meeting minutes of 11/3/15 as presented. Ms.
613 Thomas seconded, all were in favor.
614

615 Mr. Flynn stated that he found a couple of typos and asked for them to be corrected. He
616 provided the corrections to the Recording Secretary for correcting.
617

618 **EXECUTIVE SESSION**

- 619
620 MGL Chapter 30A, Sec. 21(3)
621 Litigation Update
622 Litigation Strategy
623 Union Negotiations
624 Land Negotiation
625 Non Union Negotiations
626 Strategy for Negotiations
627 Minutes

628 **ADJOURN**

629 At 10:07 Ms. Thomas made a motion to adjourn. Mr. Padgett seconded. All were in
630 favor.
631

632 _____
633 Craig Dauphinais, Chairman

_____ Date Approved

634
635 _____
636 Laura St. John-Dupuis, Recording Secretary

If the Board is in agreement, The Board will vote to approve the Board of Selectmen meeting minutes of 12/1/15 as presented.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
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BOARD OF SELECTMEN
MEETING MINUTES

December 1, 2015
Municipal Center, Conference Room A
7:00 p.m.

A regular Board of Selectmen meeting was called to order at 7:01 p.m. Present: Craig Dauphinais, Jennifer Thomas, Bruce Spinney, Dennis Flynn, Brook Padgett, Tim McInerney, Doug Willardson and Laura St. John- Dupuis.

Direct Solar

Mr. McInerney introduced Jill Appel from Direct Solar to discuss the possibility of bringing solar to Grafton. Mr. McInerney stated that the Town will vet a vendor that will be in Grafton long term to handle installs and stated that Direct Solar has its own contractors for installations. He further stated that a lot of the vetting has been done by the Energy Committee.

Jill Appel/Director of Community Programs at Direct Solar addressed the Board of Selectmen and states that she is primarily a coach to solar coaches. Ms. Appel introduced Troy Herrod, District Sales Manager and Artie Crocker, Solar Consultant. Ms. Appel provided some information about solar and activity in the state of Massachusetts stating that in 2006 there was some activity in Massachusetts. In 2014 there was much more solar at 1,000 megawatts of solar. Ms. Appel stated that the state of MA is one of the leading states in the country providing solar. Equipment pricing is lower, 30% drop from a few years ago, a 30% federal tax incentive that expires the end of 2016, a State Tax Credit and Solar Renewable Energy Certificates. Net metering is required and there is a full retail credit. There are financial benefits to homeowners utilizing solar power.

Direct Energy solar started in 2008 by a couple of graduates from the University of Maryland. The company grew quickly. Since 2012 there have been 15 communities that have worked with the Solarize Massachusetts program. Direct Solar is located in Hopkinton MA and has a department that focuses on community solar programs.

The company wants to encourage many people in the community to go with solar. There is a low group price, with a tiered pricing structure, so that when the structure is achieved all benefit from that pricing. If you achieve 50 systems there is a sum of money that goes to the town. Not only benefit to the homeowner there is benefit to the municipality as well.

48
49 Millbury & Sutton ran a program in 2012 and Hopkinton as well as Franklin ran their own
50 program. Throughout the state there are pockets of communities that ran these
51 programs. Ashland, Franklin, New Bedford, Dartmouth and Natick, were eligible for
52 Solarize Mass but decided to run their own program. The Town of Concord's program
53 was extended due to the amount of interest in the program. Today in Concord there are
54 550 homes using solar.

55
56 If the Town of Grafton would agree and work with Direct Energy Solar, the company will
57 work with Grafton to do community outreach trying to get a number of people interested
58 and to help them go solar with the understanding this is a limit time and the benefit of a
59 solar coach.

60
61 Ms. Appel further stated that Direct Solar has more experience more than anyone in the
62 state. Marketing capability is easily done; providing a lot of online information and an
63 online portal. There is a great amount of installation capacity, 15 teams of installers in
64 MA.

65
66 Mr. Padgett asked if this is just a marketing group. Mr. Crocker responded by stating
67 that this is one of the ways Direct Solar connects with communities. Mr. Padgett asked if
68 after the program is finished, can someone still call the company after my neighbor has
69 done it to get solar installed. Mr. Crocker stated that we can go back in after a couple of
70 years.

71
72 Ms. Thomas asked if someone is still eligible they may not get the same discount if they
73 sign up outside the timeline window that is set. Ms. Appel stated yes and said the goal
74 is to drive a lot of solar power and realize that all good things must come to an end at
75 some point. Ms. Thomas asked about Solarize Mass and when speaking about Grafton
76 would it be connected to Solarizing Mass or not. Mr. Herrod stated no, it is a community
77 based program. Additionally, Ms. Thomas asked if someone would quickly go over
78 some of the products that Direct Solar uses. Mr. Herrod responded by stating that the
79 industry uses certain size of panel and certain equipment. What you drive by and see
80 now is typically what you see with different color panels and it is pretty much standard.
81 You could put it in your yard for a ground mounted system also. Direct Solar is
82 dedicated to the type of panel that allows each panel to operate independently.

83
84 Mr. Flynn asked what the rebate is. Ms. Appel stated if you by a \$10k system you get
85 \$3k as a Federal tax credit of 30%. The tax credit will expire at the end of 2016. Mr.
86 Flynn also asked what happens if there is damage to panels from storms and the
87 insurance track record. Mr. Crocker answered by stating that the panels are extremely
88 durable can handle a baseball thrown at them at high speed, hail will not break them,
89 however if a tree falls on a panel it will break. Ms. Appel stated the panels are
90 guaranteed for 25 years. Mr. Flynn asked about insurance coverage. Mr. Herrod stated
91 that it may cost \$20 -\$50 per year for additional coverage on your insurance policy. Mr.
92 Flynn asks if there is any payback. Ms. Appel answered and stated that with incentives,
93 they are seeing payback in four to five years and even homes with lower solar potential
94 still see good payback. Mr. Flynn asked about some communities running their own
95 programs and asks why Concord did this instead of something else. Ms. Appel

96 responded by indicated that Concord is a little unique and that they have a municipal
97 light plant and are not eligible. The Benefit of Solar Mass is that they give you 2,500
98 and dictate your timeframes. Outreach is not hard if you work with a qualified installer
99 you can set your own path. Artie, Gloucester not a muni light plant they went through
100 the process of vetting companies and knew Artie in Needham.

101

102 Mr. Spinney asked if the commercial applications are slightly different that the
103 residential and if Direct Solar supports both. Mr. Herrod stated yes, Direct Solar's
104 experience has been based on residential, but now has a commercial division.

105

106 Mr. Dauphinais asked about the 20% savings going in and wondered what is it based
107 on, your retail price? Ms. Appel stated that the 20% shown is actually calculated by the
108 state based on the rebate, total contract price and size of the system. Mr. Dauphinais
109 asked if he had another energy company go to his house and was told it would cost
110 \$20k what would Direct Solar charge? Assuming at the retail rate, 20% lower \$16K
111 would be the cost. Also get paid annually on creating energy and discount on less
112 usage of power. Mr. Dauphinais asked how Direct Solar compares with other
113 companies that do this. Mr. Herrod responded by saying if you bring in a handful of
114 companies, most will be within our price range. We are saying within this town. Jill the
115 thing it is never exclusive, anyone can check with any other company. Should be aware
116 that there are other installations under power purchase agreements, which means the
117 installer owns the system on the roof and only gets a little bit of a break. And don't
118 provide the greatest financial benefit to the homeowners.

119

120 Mr. Herrod said with community pricing the resident will see their price is lower and
121 there are other added benefits about working with Direct Solar as a company. The
122 equipment is under warranty, and an extended warranty can be purchased. Ms. Appel
123 stated there are no maintenance agreements.

124

125 Mr. Dauphinais stated that that one hang up he has is the 20% and that he would like to
126 hear about past customers in other communities. Mr. Crocker stated that companies will
127 compete and purchasers will get the benefits.

128

129 Mr. McInerney stated that there is not action needed by the Board, this is just
130 informational. This seems to be the best company and thinks it should work for the
131 Town.

132

133 Ms. Appel explained that all Solarize Mass pricing is public for anyone who would like to
134 find out what it is.

135

136 Mr. Dauphinais asked Direct Solar what is the cost to the homeowner of taking a system
137 down at the end of 25 years. Mr. Herrod answered and stated that it will be depend; it is
138 not cut and dry. The actual cost will depend on the size and labor to take it down. Mr.
139 Dauphinais asked if Mr. Herrod could compare it to the installation of a system. Mr.
140 Herrod stated that is it would be someplace at 25% of the cost to install. Mr. Dauphinais
141 asked what if you need to re-roof? Mr. Herrod stated that direct solar will remove the
142 system and store if but there is a price. Removal will be cost of labor. Ms. Appel added
143 that Direct Solar has workshops to take these kinds of questions.

144 Mr. Spinney asked how Direct Solar integrates them with building departments of towns.
145 Mr. Herrod stated that the company set up a meeting with the Town to find out what is
146 expected from them and how to make it quicker.
147

148 Ms. Doreen Defazio with the Town of Grafton Energy Committee and the Energy
149 Manager in Millbury and Sutton addressed the Board and stated that one of the benefits
150 of Direct Energy Solar is streamlining through one vendor. The Solarize Mass programs
151 were not successful because the communities had to vet their own installer, the installer
152 did not complete the projects. She additionally stated in her opinion that working with
153 Direct Energy Solar is a good thing. Ms. Defazio asked if Grafton doesn't need to have
154 a certain number of households sign up or if we were to regionalize would we get a
155 greater savings. Mr. Herrod answered stating that typically the more communities
156 brought in the better we can do on pricing. There could be a future meeting with the
157 Board to regionalize for an even better rate.
158

159 **Good Energy- John O'Rourke**

160
161 Mr. McInerney introduced Mr. John O'Rourke from Good Energy.
162

163 Mr. O'Rourke provided information about Good Energy and Municipal Electricity
164 Aggregation. Mr. O'Rourke stated that the process begins with a Town Meeting vote.
165 Good Energy will come before Town Meeting and does not commit the town or Board
166 with aggregation. Anyone can opt out without penalization. Mr. O'Rourke provided the
167 Board with reasons to choose Good Energy and stated that the average time to get
168 plans through is between 6 and 4 months, Good Energy averages 72 days.
169

170 **Talking points for choosing Good Energy for Electricity Aggregation**

- 171
- 172 1. National Leader in Municipal Electricity Aggregation
 - 173 2. Mass leader in Municipal Electricity Aggregation
 - 174 3. Large professional staff
 - 175 4. Recognized industry leader in industry best practices
 - 176 5. Excellent relationship with DOER and DPU
 - 177 6. Perform all major aggregation function in house from local office
- 178

179 Mr. O'Rourke stated Good Energy is working with the Towns of Douglas and
180 Northbridge and was recently selected by the Town of Millbury, Oxford and Charlton.
181 The Town of Barre will be making a decision. The Town of Upton and Mendon has
182 meetings upcoming, and the Towns of Blackstone, Milford and Webster to will be talking
183 with Good Energy as well.
184

185 Mr. Flynn asked who the competition is. Mr. O'Rourke stated Colonial Power Group,
186 Peregrine Energy. Good Energy has a large staff that is all in house. The Corporate
187 office in New York with offices in Conway, MA, Norwalk CT. The company is a LP-
188 Limited Partnership four partners. The head of Good Energy is Maximillian Hoover.
189

190 Mr. Spinney there is two parts to this, distribution and supply. Is Good Energy is on the
191 supply side? Mr. O'Rourke confirmed this and stated that all companies calling are

192 talking about the supply side. N-Grid does all transmission and infrastructure and that
193 stays the same. There are legitimate offers and some that are not very good. Some give
194 a teaser rate and a termination fee. People should not do anything over the phone; they
195 can be switched over without their knowledge. Good Energy will enroll the whole town
196 at one time, currently; Good Energy has 215,000 households enrolled.

197
198 Mr. Spinney asked what the impact on the homeowner would be if you lower their
199 electric rate, will that lower what you would get back by having solar also? Mr.
200 O'Rourke stated that both programs run independently.

201
202 Mr. Willardson asked when Good Energy will go out to vet again. Mr. O'Rourke stated at
203 least 100,000 households in the spring. Then an 18 month bid. Mr. Willardson asked if
204 the Town would need to have a Town Meeting before spring. Mr. O'Rourke stated yes.
205 Mr. McInerney stated at the lasted we should have a Special Town Meeting would be
206 the 2nd week in March. Mr. O'Rourke agreed.

207
208 Mr. Padgett asked that once Town Meeting passes this is everyone is in it. Mr.
209 O'Rourke stated that Town Meeting authorizes it, and then Good Energy will go through
210 DOER and DPU to approve it. There will then be an opt-out period. Residents will be
211 sent information and post cards and a card that allows them to individually opt out,
212 which they can do without penalty. Normally the rate will be so much better than the
213 utility that the residents will not want to opt-out. Mr. Padgett also asked what will happen
214 to other people that are with other suppliers. Mr. O'Rourke answered and stated that
215 those people are not contacted; however the people with other competitive supplier can
216 come to the program at the end of their supplier contract. Mr. Willardson asked if a
217 resident can you opt-out and then opt in later. Mr. O'Rourke stated no.

218
219 Ms. Doreen Defazio from the Energy Study Committee addressed the Board and stated
220 that the Town of Millbury chose Good Energy as their vendor. Sutton looked at Good
221 Energy as a choice. Sutton interviewed vendors and went with Peregrine. Millbury did
222 an RFP and went with Good Energy as they have the best outreach program.
223 Northbridge went through 10 vendors and their top choice was Good Energy. Ms.
224 Defazio stated that she feels this is a good idea for Grafton, giving the residents a
225 choice to have a fixed rate with no penalty and the residents don't have to enroll if they
226 don't want. Ms. Defazio stated she personally recommends Good Energy and suggests
227 going through an RFP or interviews. Both Sutton and Millbury went through town
228 meeting and there were no problems.

229
230 Mr. McInerney stated that there is no action tonight, but this will need a Special Town
231 Meeting to move further.

232
233 Mr. Dauphinais asked to have this put on the Dec 15th BOS meeting agenda as a
234 discussion item.

235
236 **APPOINTMENTS**

237
238 **Town Administrator**

239

240 **Grafton Fire Department - Auxiliary Firefighters Promoted to Regular Status**

241

- 242 • Mr. Taylor C. Joncas
- 243 • Mr. Michael G Bourisk
- 244 • Mr. John E. Moro

245

246 Mr. Padgett made a motion to affirm the appointment of Mr. Taylor C. Joncas, Mr.
247 Michael G. Bourisk and Mr. John E. Moro from Auxiliary Firefighters to Regular Status.
248 Ms. Thomas Seconded. All were in favor.

249

250 **DPW- Part Time Snow Plow Driver- Brandon Doyle**

251

252 Mr. Padgett made a motion to appoint Brandon Doyle to the position of Part Time Snow
253 Plow Driver for the DPW. Mr. Flynn seconded. All were in favor.

254

255

256 **Vote to Sign Traffic Signal Maintenance Agreement with MassDOT**

257

258 Mr. Flynn made a motion to sign the traffic signal maintenance agreement with
259 MassDOT. Mr. Thomas seconded. All were in favor.

260

261 **Vote on Right of First Refusal- Chapter 40B**

262

263 Mr. Padgett made a motion that the Board will not to exercise its right of first refusal for
264 the 40B property at 47 Cherry Lane. Mr. Thomas seconded. All were in favor

265

266 **SELECTMEN REPORTS**

267

268 Mr. Spinney wanted to remind everyone of Representative Muradian's Coat Drive
269 December 3rd at the VFW in Grafton.

270

271 **TA REPORTS**

272

273 Mr. McInerney provided his report:

274

- 275 • Roof for DPW building is complete
- 276 • Soffits and roof vents for SGCS has been completed
- 277 • Contract for the cell tower for Creeper Hill will be on the 12/15 agenda
- 278 • Grafton Celebrates the Holidays is December 6th

279

280 Mr. Willardson stated that the Police Depart is having Goods for Guns program on
281 Saturday, December 12th from 9 AM - 1 pm. The GPD asks you to bring an unloaded
282 gun in a bag to the event and you will get a gift certificate. This will be going on
283 Facebook.

284

285 **ADJOURN**

286 8:56pm Mr. Spinney made a motion to adjourn. Mr. Padgett seconded. All were in favor.

287 For more information, this and other meetings can be viewed on Grafton Community
288 Television. www.graftontv.org

289

290 _____

291 Craig Dauphinais, Chairman

Date Approved

292

293 _____

294 Laura St. John-Dupuis, Recording Secretary

295