



**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](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING**

January 19, 2016  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**ANNOUNCEMENTS**

**1. SCHEDULE**

- a) [South Grafton Fisherville Mill Update and South Grafton Library Memorandum of Understanding –Gene Bernat](#)
- b) [Waste Water Treatment Plant –Update-Paul Cournoyer](#)
- c) [Recreation Department- Beach & Camp Fees- Jen Anderson](#)
- d) [Village Dairy – Liquor License Renewal](#)

**2. RESIGNATIONS**

[Patricia Fay – Town Accountant](#)

[Philip F. Holahan - Economic Development Commission](#)

**3. APPOINTMENTS**

**Board of Selectmen**

[Mark Alves – Together We Can](#)

**Town Administrator**

[Patrick Mahoney – Part-Time Snow Plow Driver](#)

**4. NEW BUSINESS**

- a) [Vote to Waive the “110” Inspection Fees for The Grafton Housing Authority](#)

- b) [Vote to Sign Chapter 90 Paperwork – Pavement Analysis](#)
- c) [Vote to Approve the Grafton Hill Street Light Location Layout](#)
- d) [Vote to Sign Page Contracting Inc. – South Grafton Community House Damaged Wall Repair](#)
- e) [Vote to name one-way road between One Beacon and Jordan's Garage "George Jordan, Jr. Road."](#)

## **5. SELECTMEN REPORTS / TA REPORTS**

## **6. CORRESPONDENCE**

[Spectra Energy](#)

## **7. DISCUSSION**

- a) [Language for Initiative to Take the Police Department Out of Civil Service](#)
- b) [Discuss Proposed Committee Appointment Administrative Policy for Multiple Applicants](#)
- c) [Schedule Joint Meeting to Appoint School Committee Vacancy](#)
- a) [Early Voting Recommendations – Letter From Resident](#)

## **8. MEETING MINUTES**

[12/15/15](#)

[1/5/16](#)

## **EXECUTIVE SESSION**

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

## **ADJOURN**

There will be an update on Fisherville Mill and a Memorandum of Understanding for the South Grafton Branch Library with Gene Bernat.



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Memorandum of Understanding  
(South Grafton Branch Library)  
71 Main Street  
Grafton, MA 01560

Agreement made this 1st day of February, 2016, by and between the Town of Grafton, Massachusetts, acting by and through its Board of Selectmen, without any personal liability on the members thereof (hereinafter referred to as “the Board”) and Eugene Bernat.

The Board and Eugene Bernat agree that Mr. Bernat will occupy the Old South Grafton Branch Library situated at 71 Main Street, Grafton, MA (hereinafter referred to as “the Old South Grafton Branch Library”) for the purpose of operating the Living Systems Lab nonprofit, the Teaching Landscape Concept, office space for the Fisherville redevelopment project and other reasonably related uses. Other uses may be permitted only with the express written permission of the Town.

During such occupancy, Mr. Bernat shall annually pay to the Board in a single payment on July 1st of each year the amount of Two Thousand (\$2,000.00) Dollars.

Mr. Bernat shall maintain all utilities serving the Old South Grafton Branch Library and shall pay when due the charges for all utility services rendered or furnished to the Old South Grafton Branch Library. The Board shall not be liable to Mr. Bernat in damages or otherwise for any interruption or loss of utility service.

Mr. Bernat is responsible for complying with all statutes, bylaws, rules and regulations of all federal, state and municipal authorities relating to the Old South Grafton Branch Library and Mr. Bernat’s occupancy thereof.

Mr. Bernat may undertake at his sole cost and expense renovations of the building, provided, however, that

- (i) such work is performed in accordance with all applicable building codes,
- (ii) no such work is performed without the prior notice to and approval by the Town, and
- (iii) Mr. Bernat shall cause to be discharged all mechanic’s or material men’s liens placed on the Old South Grafton Branch Library on account of the construction of such buildings and improvements. Unless otherwise agreed to by The Board, all alterations, improvements and new construction shall remain as part of the Old South Grafton Branch Library should Mr. Bernat cease occupation.

The Board shall have the right at any time and from time to time, with reasonable advance notice to Mr. Bernat, to enter the Old South Grafton Branch Library for any purpose including the right to inspect and monitor Mr. Bernat's activities hereunder. The Board shall not exercise this right of entry in a manner that interferes with Mr. Bernat's use and occupancy of the Old South Grafton Branch Library.

Either party may terminate this Memorandum of Agreement with at least 30 days written notice.

TOWN OF GRAFTON  
By its Board of Selectmen

EUGENE BERNAT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_

Date: \_\_\_\_\_

Paul Cournoyer will provide the Board with an update on the Waste Water Treatment Plant.

Recreation will be requesting a change in Beach and Camp Fees.



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GRAFTON, MA 01519

[www.grafton-ma.gov](http://www.grafton-ma.gov) | [www.graftonrec.com](http://www.graftonrec.com)  
(508) 839-5335 x1156 | [recreation@grafton-ma.gov](mailto:recreation@grafton-ma.gov)

## RECREATION COMMISSION

Kristen Belanger, Chair  
Robert Fitzpatrick  
Stephen Crowley  
Gina DaLan

Jen Andersen  
Recreation Director  
[andersenj@grafton-ma.gov](mailto:andersenj@grafton-ma.gov)  
(508) 839-5335 x1158

Kerri Arsenaault  
Office Manager  
[arsenaaultk@grafton-ma.gov](mailto:arsenaaultk@grafton-ma.gov)  
(508) 839-5335 x1133

## 2016 Proposed Fees for Use of Silver Lake

### Daily Resident:

- \$3/senior
- \$5/person
- \$12/car

### Daily Non-Resident:

- \$5/senior
- \$7/person
- \$18/car

### Season Pass Resident:

- \$10/senior (up to 2 people)
- \$20/individual
- \$45/family

### Season Pass Non-Resident:

- \$20/senior (up to 2 people)
- \$40/individual
- \$75/family

### Additional Sticker:

- \$20/resident
- \$40/non-resident

**Replacement Fee: \$20**



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Recreation Director  
[andersenj@grafton-ma.gov](mailto:andersenj@grafton-ma.gov)  
(508) 839-5335 x1158

Kerri Arsenault  
Office Manager  
[arsenaultk@grafton-ma.gov](mailto:arsenaultk@grafton-ma.gov)  
(508) 839-5335 x1133

## 2016 Proposed Fees for Summer Youth Program

### Full Day:

- \$150/child
- \$140/each additional child
- \$140/each additional session
- \$140/early registration (April 1<sup>st</sup>)

*The Full Day program runs daily from 9am-4pm and includes a weekly trip to Silver Lake. Weekly field trips will be held for an additional fee as well as the option for early drop-off/lake pick-up.*

### Half-Day and Pre-School:

- \$75/child
- \$65/each additional child
- \$65/each additional session
- \$65/early registration (April 1<sup>st</sup>)

*The Half Day and Pre-School program runs daily from 9am-12pm. Early drop off would be available for an additional fee.*

If the Board is in agreement, the Board will renew to Village Dairy's liquor license.

Town Counsel, Ginny Kremer provided this following statements regarding renewal of Village Dairy's liquor license.

"It is up to the Board. If you do that, he will appeal to the ABCC, which will schedule a hearing and the entire process will begin again. That is why I suggested that the Board grant the license with the statement in my email."

"This license holder has admitted to numerous violations of the liquor laws. For that reason, this Board has decided unanimously—twice—to revoke this license. However, two Commissioners at the ABCC have twice overruled that decision, and ordered this Board to issue this license despite the license holder's inability or unwillingness to comply with the law. On appeal to the Superior Court, Judge Curran found the Town's arguments 'compelling' and called the ABCC's decision 'disturbing,' but held that under G.L. c. 138 as it is currently written, the ABCC has the authority to compel this Board to issue this license. Therefore, this Board is constrained to issue this license while it pursues, through its state legislative delegation, a change to the language of G.L. c. 138 to give local Boards—not two unelected state employees--the final say over who should have the privilege of holding a license to sell alcohol within the borders of this Town."



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**OFF-PREMISES LICENSE RENEWAL APPLICATION**

LICENSE NUMBER: 045600017

CITY OR TOWN: GRAFTON

APPLICATION FOR RENEWAL:

Annual  
 CLASS

LICENSED FOR 2016

YEAR

LICENSEE NAME: ARSLAN, INC.

DOING BUSINESS AS VILLAGE DAIRY

ADDRESS 167 MAIN ST

CITY/TOWN: GRAFTON

STATE: MA

ZIP CODE: 01560

MANAGER: CHAUDHRY,  
 AMJAD

TYPE OF LICENSE: Package Store

CATEGORY: Wine and  
 Malt Regular

EMAIL ADDRESS: Amjad Chaudhry at yahoo.com

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

**DESCRIPTION OF LICENSED PREMISES:**

FIRST FLOOR BEER AND WINE AREA, STORAGE AREA PARTITIONED OFF FROM REST OF STORE;  
 CELLAR USED FOR STORAGE : 18' LONG BY 11' WIDE, CELLAR: 25 X 11, WINE AREA, 15 X 12

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

Individual, Partner or Authorized Corporate Officer

043-456-244

DATE: 11-28-15

TELEPHONE NUMBER:

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE:

NOTICE  
TO  
EMPLOYEES



NOTICE  
TO  
EMPLOYEES

# The Commonwealth of Massachusetts

## DEPARTMENT OF INDUSTRIAL ACCIDENTS

1 Congress Street, Suite 100, Boston, Massachusetts 02114-2017

617-727-4900 - <http://www.state.ma.us/dia>

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

MA Retail Merchants WC Group Inc.

NAME OF INSURANCE COMPANY		
PO Box 859222-9222, Braintree, MA 02185		
ADDRESS OF INSURANCE COMPANY		
014005033427115		1/01/2015-1/01/2016
POLICY NUMBER		EFFECTIVE DATES
Association Benefits Insurance	299 Ballardvale St, Suite 1, Wilmington, MA 01887	
NAME OF INSURANCE AGENT	ADDRESS	PHONE #
EMPLOYER	ADDRESS	
Village Dairy	61 South Ludlow Street, Worcester, MA 01603	
EMPLOYER'S WORKERS' COMPENSATION OFFICER (IF ANY)		DATE

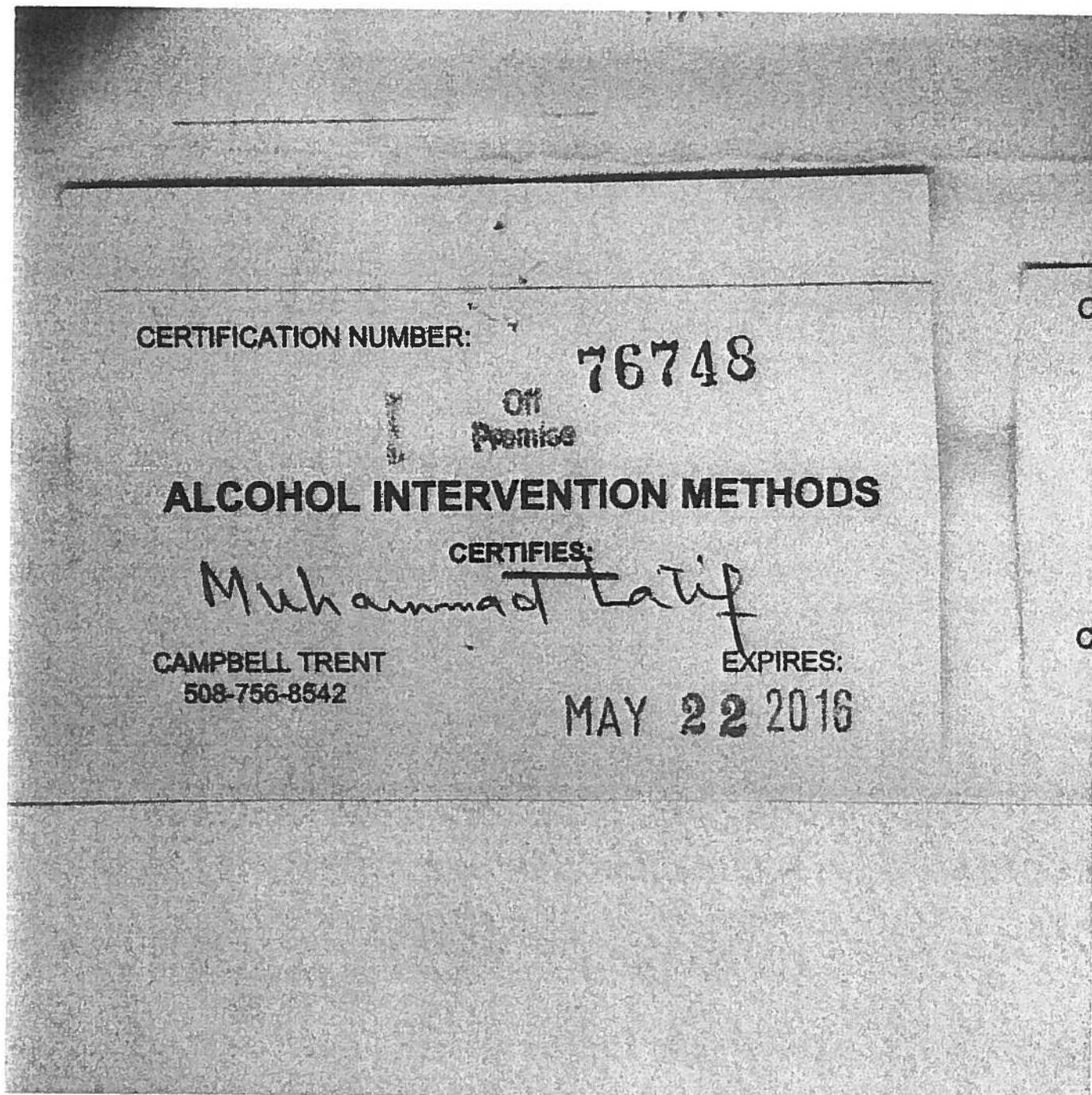
### MEDICAL TREATMENT

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

NAME OF HOSPITAL	ADDRESS
TO BE POSTED BY EMPLOYER	

From: Amjad Chaudhry amjadchaudhry11@yahoo.com  
Subject: Aim  
Date: December 27, 2015 at 11:10 AM  
To: dlr0412@aol.com

Certificates of aim . Thanks



MAY 22 2016

CERTIFICATION NUMBER:

76749

OF  
Practice

**ALCOHOL INTERVENTION METHODS**

CERTIFIES:

*RASH IDAII*

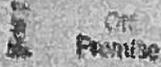
CAMPBELL TRENT  
508-756-8542

EXPIRES:

MAY 22 2016

CERTIFICATION NUMBER:

76752



ALCOHOL INTERVENTION METHODS

CERTIFIES:

AMJAD CHAUDHRY

CAMPBELL TRENT  
508-756-8542

EXPIRES:

MAY 22 2016

CERTIFICATION NUMBER:

76747



ALCOHOL INTERVENTION METHODS

CERTIFIES:

ANIL KUMAR JAIN

CAMPBELL TRENT  
508-756-8542

EXPIRES:

MAY 22 2016

CERTIFICATION NUMBER:

76745



ALCOHOL INTERVENTION METHODS

CERTIFIES:

SATIDA BATH

CAMPBELL TRENT  
508-756-8542

EXPIRES:

MAY 22 2016

CERTIFICATION NUMBER:

76753



ALCOHOL INTERVENTION METHODS

CERTIFIES:

ASHIQ M

CAMPBELL TRENT  
508-756-8542

EXPIRES:

MAY 22 2016

If the Board is in agreement, the Board will vote to accept the resignation of the Town Accountant, Patricia Fay.

If the Board is in agreement, the Board will accept the resignation of Philip F. Holahan from the Economic Development Commission.

**Philip F. Holahan**  
**P.O. Box 392**  
**Grafton, MA 01519**  
**[pfolahan@gmail.com](mailto:pfolahan@gmail.com)**



December 28, 2015

Mr. Craig Dauphinais  
Chair  
Board of Selectmen  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

Dear Chair Dauphinais,

Please accept this letter as my formal resignation from the Grafton Economic Development Commission, effective upon receipt.

Under the recent clarification of the mission of the Commission by the Board of Selectmen, it is clear that townspeople with different skills, interests and time-availability than mine may be expected to more effectively advance the Commission's agenda. In particular, in my opinion the Commission should include more local business people who work in town. To minimize the legal burdens imposed on these local business people, it would be provident for the Selectmen to maintain the status of Commission members as special municipal employees under the Commonwealth's ethics laws.

Please note that I enjoyed my tenure on the Commission and I thank the Board of Selectmen for appointing me. If you can think of some other area of town government in which I might prove useful, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Philip F. Holahan". The signature is stylized and somewhat cursive.

Philip F. Holahan

cc: Mr. Michael Scully, Interim Chair, Grafton Economic Development Commission (by electronic mail)  
Mr. Timothy P. McInerney, Town Administrator (by electronic mail)  
Ms. Donna Girouard, Town Clerk (by electronic mail)

If the Board is in agreement, the Board will vote to appoint Mark Alves to the "Together We Can" committee.

**Cindy Ide**

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**From:** Deborah Trapasso [trapassod@grafton.k12.ma.us]  
**Sent:** Wednesday, January 13, 2016 10:23 AM  
**To:** Cindy Ide  
**Subject:** Re: New Applicant for Together We Can: FW: New Citizen Activity Form Submitted

Hi, Cindy,  
Mark Alves attended our last program event and recent meeting expressing an interest in joining TWC. We are happy (ecstatic!) to have him join TWC.  
Thank you for following up on this. Please put his name on the next BOS meeting.  
Debbie

On Wed, Jan 13, 2016 at 9:00 AM, Cindy Ide <IdeC@grafton-ma.gov> wrote:

Hi Debbie,  
I received this message this morning. Would you like to reach out to Mark Alves to discuss joining your group! If you decide to move forward, let me know and we will place this on the next BOS agenda for appointment.

Cindy

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

**From:** VTS\_BoardCommitteeApp [mailto:VTS\_BoardCommitteeApp@vt-s.net]  
**Sent:** Wednesday, January 13, 2016 12:05 AM  
**Subject:** New Citizen Activity Form Submitted

A new Citizen Activity form was submitted on Jan 13, 2016 with the following information:

**Name:** Mark F Alves  
**Home Address:** 69 Sunrise Ave  
GRAFTON, MA 01519  
**Mail Address:** 69 Sunrise Ave  
GRAFTON, MA 01519  
**Phone Number(2):** [(508)-523-9880 (C)]  
**Email Address:** [alvesm@graftonpolice.com](mailto:alvesm@graftonpolice.com)  
**Current Occupation:** Police Officer

**Narrative:**

\*\*\*\*\*

I am looking to join "Together We Can" which has meetings once a month along with various activities throughout the year. I am generally available for the meetings and events. Having worked at Boston College for 9 years, I have had many interactions with students that included crime prevention seminars, fund raisers and various volunteer events with the Special Olympics.

\*\*\*\*\*

**Interested Boards/Committees:**

\*\*\*\*\*

\_\_\_ TOGETHER WE CAN

\*\*\*\*\*

If the Board is in agreement, the Board will affirm the appointment of Patrick Mahoney as a part-time snow plow driver for the DPW.

# Memo

**To:** Tim McInerney  
**From:** David Crouse  
**Date:** 1/13/16  
**Re:** Part Time Seasonal Snow Plow Driver

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I would like to recommend Patrick Mahoney, 29 Old Mill Rd, Sutton Ma. Be appointed as a part time snow plow operator at a rate of \$18.87 per hour.

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

If the Board is in agreement, the Board will vote to waive the "110" inspection fees for the Grafton Housing Authority.



## OFFICE OF THE BUILDING DEPARTMENT

30 Providence Road  
Grafton, Massachusetts 01519  
Phone: (508) 839-5335 ext 1190 • FAX: (508) 839-4602  
Office of the Inspector of Buildings:  
[buildingdpt@graffton-ma.gov](mailto:buildingdpt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)

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### MEMO:

To: Town Administrator  
From: Grafton Building Department   
Date: 1/13/2016  
RE: Grafton Housing Authority

Responding to your inquiry regarding the Grafton Housing Authority units, the fire department received a complaint awhile back regarding emergency lighting not working after a power failure. At that point, the fire department invited the building department to help with the investigation.

Before the building department inspected, we reached out to the State Building Inspector for that district because we've always presumed that those buildings were under their jurisdiction. At that point, the state inspector informed us that it is a state program, but the local municipality has jurisdiction.

As a result, we helped the fire department inspect for life safety and while performing those duties, we reached out to the housing authority that informed them that we now had jurisdiction and would need paperwork filled out that would drive an annual 110.7 inspection. These 110.7 inspections are normally associated with a fee and scheduled periodically with the building department.

Please contact the building department with any questions or concerns.

If the Board is in agreement, the Board will vote to sign Chapter 90 Paperwork for pavement analysis.





**CHAPTER 90 – ENVIRONMENTAL PUNCH LIST**

City/Town Grafton MassDOT Highway District # 3

Proposed Work:  
 Construction \_\_\_\_\_ Resurfacing \_\_\_\_\_ Improvement \_\_\_\_\_ Engineering X Other \_\_\_\_\_

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

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

**Validation**

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

<b>Duly Authorized Municipal Officials</b>	<b>Reviewed and Approved for Transmittal by:</b> Brian Szczurko
	Engineer
	Highway or Conservation Officer's Title
	<i>Brian Szczurko 11/13/16</i>
Signatures	Signatures
Date	Date

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



Phone 508.752.1001  
 Fax 508.752.1276  
 www.vhb.com

Engineers | Scientists | Planners | Designers

Union Station, Suite 219  
 2 Washington Square  
 Worcester, MA 01608-1100

## Client Authorization

New Contract

Date January 12, 2016

Amendment No.

Project No. 84450.07

Project Name 2016 Street List Pavement Testing

		Cost Estimate	
		Amendment	Contract Total
To: Brian Szczurko			
Engineering Department	Labor		\$34,800.00
Town of Grafton			
Grafton Municipal Center	Expenses		<u>\$2,600.00</u>
30 Providence Road			
Grafton, MA 01519			
	<b>TOTAL</b>		<b>\$35,400.00</b>

E-mail: SzczurkoB@GRAFTON-MA.GOV

Lump Sum

Time & Expenses

Cost + Fixed Fee

Labor Multiplier

Phone No: (508) 839-5335 x1124

Estimated Date of Completion: 60 days from written Notice to Proceed

### Scope of Services:

Vanasse Hangen Brustlin, Inc. (VHB) will provide to the Town of Grafton (Town) a pavement analysis for the streets included in the Town's 2016 Street Paving Program. The streets in which pavement testing and analysis will be performed include the following list.

STREET SEGMENT	APPROXIMATE CONSTRUCTION LIMITS	LENGTH (Feet)	ANTICIPATED TREATMENT
Adams Road	150' S of Valley View (S) to 150' N of Valley View (S)	300	Structural Improve A/C
Adams Road	Merriam Road to 150' S of Valley View (S)	3076	Base Rehab A/C + Drainage
Carroll Road	Worcester Street to Janet Circle	1754	Base Rehab Local
Carroll Road	Janet Circle to 100' S of Bicknell Road	1890	Base Rehab Local
Institute Road	East Street to Wesson Street	1766	Base Rehab A/C + Drainage
Merriam Road	Meadowbrook Road to Adams Road	1227	Base Rehab A/C
Sibley Street	455' N of Old Upton Road to Upton Road	2217	Base Rehab Local



Waterville Street	North Main Street to 220' N of North Main Street	220	Base Rehab A/C
Waterville Street	220' N of North Main Street to Westboro Road	3251	Preventive Maint. w/Patch
Wesson Street	Indian Path to North Street	955	Structural Improve A/C
Westboro Road	300' E of Pine Street to Westboro Town Line	2603	Structural Improve A/C
Westboro Road	Waterville Street to Institute Road	2655	Preventive Maintenance
Westboro Road	Institute Road to Discovery Drive	2333	Preventive Maint. w/Patch
Westboro Road	Discovery Drive to 300' E of Pine Street	1369	Preventive Maint. w/Patch

VHB has solicited a proposal from Sanborn Head & Associates, Inc. (SH) to assist in the testing and analysis. SH's Scope of Work is as follows:

**Field Exploration Program**

SH will perform a visual evaluation of the current conditions of the roadways listed above and advance direct push borings using a Geoprobe drill rig approximately 600 feet on-center along the roadway segments proposed to receive base rehabilitation. The purpose of the borings will be to evaluate the pavement thickness and to evaluate the base course and sub-base course materials in these areas. This work will include measuring the asphalt thickness at the exploration locations.

SH shall supply one (1) staff engineer on a full time basis to observe and log the subsurface conditions at the borings, collect samples of the base course and sub-base course materials, and observe the repair of the asphalt at the boring locations. Test borings will be backfilled with the drill cuttings and then patched with a minimum 6-inch thick plug of concrete and asphalt pavement at the surface to match the existing pavement thickness.

Prior to the exploration program, SH will prepare a road opening permit(s) for the Town. In addition, SH will perform Digsafe notification prior to performing the exploration program. SH's drilling subcontractor will provide traffic cones as needed to delineate the work area. SH's scope of work does not include performing vacuum pre-excavations prior to drilling.

**Geotechnical Laboratory Program**

Following the exploration program, SH will submit samples of the existing base course and sub-base materials for grain-size analyses to assist VHB in their evaluation of the ability to re-use the material for future roadway development. SH has assumed that up to 16 grain-size analysis will be performed.

**Summary of Findings Letter/Technical Memorandum**



Ref: 84450.07  
January 12, 2016  
Page 3

Following the field and laboratory programs, SH will prepare a letter summarizing the work completed, the subsurface conditions encountered, and a summary of the laboratory data. The letter will include an exploration location plan and a summary table of the test borings. This report will be used by VHB to complete the assessment as it relates to the program's initial recommendations for pavement treatment for each roadway segment proposed.

As part of the task, current traffic information, including vehicles per day (vpd), and percentage of trucks and buses will be obtained by VHB from a vehicle classification count at select locations. VHB will utilize a sub consultant to provide this information. From the list of streets provided above, VHB anticipates obtaining ten (10) traffic counts.

VHB will utilize all the information collected (i.e. pavement testing, traffic counts) to assess the treatments initially proposed for each roadway and provide a technical memorandum as to whether each treatment is sufficient or if a different treatment should be specified.

**Direct Expenses**

Miscellaneous expenses for traffic counts, mileage, printing, application and permit fees, etc. will be billed as a direct expense.

The information to be furnished to VHB is based upon selected sample areas, the number of samples based upon reasonable cost, from which these materials are utilized to form engineering judgments, assumptions, deductions, and to form conclusions for reports. No assurance is given that the materials have remained unchanged, nor will the samples necessarily be typical of other locations.

Prepared By: **Brian Brosnan, P.E.** 

Department Approval:  **John J. Bechard, P.E.**

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

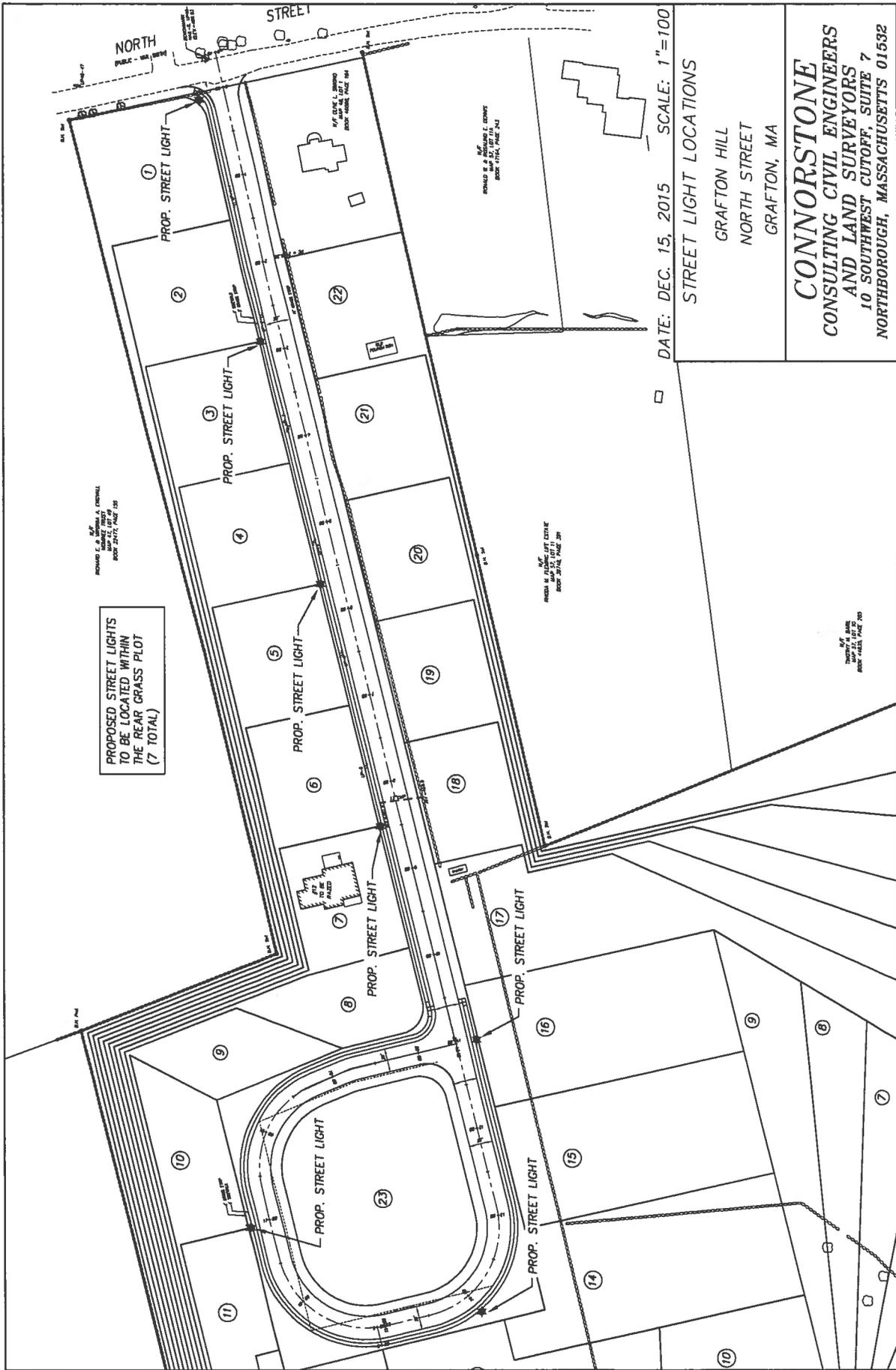
**Vanasse Hangen Brustlin, Inc. Authorization**

By   
Print **JOHN J. BECHARD**  
Title **SR Principal**  
Date **1/12/16**

**Client Authorization (Please sign original and return)**

By \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

If the Board is in agreement, the Board will vote to approve the Grafton Hill street light location layout.



If the Board is in agreement the Board will Vote to sign Page Contracting Inc. contract for repair to the damaged wall at the South Grafton Community House.

# TOWN OF GRAFTON

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**DATE: JANUARY 19, 2016**

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

Page Contracting Inc,  
122 Worcester Street,  
N. Grafton, MA 01536  
774 293-1544

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

1. Build interior partition for containment of construction debris and security.
2. Remove door and frame and secure for reinstall.
3. Remove deck and dispose of exploratory demolition. Exterior wall, flooring, basement ceiling and wall. Assume repair and replace 10 L.F. of sill and ribbon joist. Assume floor joists can be repaired or sistered. Assume finished floor DOES NOT NEED repair.
4. Repair/replace exterior framing, sheathing and siding. 10'x10' section around the door. Reinstall the existing door and hardware. Any interior walls damaged or removed for repairs to be replaced as new.
5. Any finished flooring is NOT included in scope. Furnish and install new deck with stairs and railings.

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

Not to exceed nineteen thousand, seven-hundred fifty dollars.

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$19,750 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 March 1, 2016, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

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

7. Permits and Approvals:

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

8. Termination and Default:

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

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

8.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this 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, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

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

20. Insurance

20.1 Workers Compensation Insurance:

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

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

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

20.2 Professional Liability Insurance

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

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

20.3 Other Insurance Requirements

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

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

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

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

#### 21. No Employment

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

#### 22. Payment

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

#### 23. Waiver and Amendment

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

#### 24. Severability

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

#### 25. Forum and Choice of Law

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

#### 26. Notices

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

27. Binding on Successors:

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

28. Entire Agreement:

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

29. Change Orders

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

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

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Chairman, Board of Selectmen

  
Signature \_\_\_\_\_ Date 1-4-16  
Daniel W. Page President  
Print Name & Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

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

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at

\_\_\_\_\_,  
does hereby certify under the pains and penalties of  
perjury that \_\_\_\_\_ has  
name of contractor

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

\_\_\_\_\_

If the Board is in agreement, the Board will vote to name the one way road between One Beacon and Jordan's Garage: "George Jordan, Jr. Road"

To: Board of Selectmen

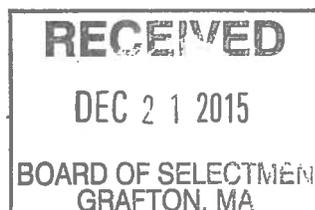
From: Veterans Memorial Committee

Date: December 17, 2015

The Veterans Memorial Committee recommends that the name of the one-way road thruway between One Beacon and Jordan's Garage be named "George Jordon Jr. Road. George Jr. served in the U.S. Army during WWII. George was killed in action during the last two weeks of war in Germany. The name change will be in honor of his service.

Thank you for your consideration of the name recommendation.

*Bill Drago*



**From:** Tim McInerney  
**Sent:** Tuesday, January 12, 2016 4:35 PM  
**To:** Laura St John Dupuis



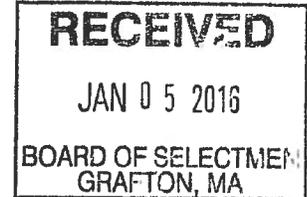
Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)

## Correspondence from Spectra Energy

Algonquin Gas Transmission, LLC  
890 Winter Street, Suite 300  
Waltham, MA 02451



January 4, 2016



Timothy McInerney, Town Administrator  
Town of Grafton  
Grafton Memorial Municipal Ctr.  
30 Providence Rd.  
Grafton, MA 01519

RE: Algonquin Gas Transmission, LLC - Access Northeast Project  
Initial Draft Resource Reports 1 and 10  
Federal Energy Regulatory Commission ("FERC")  
Pre-filing Docket No. PF16-1-000

Dear Timothy McInerney:

Algonquin Gas Transmission, LLC ("Algonquin") is seeking a certificate of public convenience and necessity ("Certificate") from the Federal Energy Regulatory Commission ("FERC" or the "Commission") pursuant to Section 7(c) of the Natural Gas Act<sup>397</sup> ("NGA") to construct, install, own, operate, and maintain the Access Northeast Project<sup>398</sup> ("Access Northeast" or the "Project"). Algonquin also seeks authorization to abandon certain facilities under Section 7(b) of the NGA<sup>399</sup>. As part of this Project, Algonquin will upgrade and expand the existing Algonquin pipeline system and construct a liquefied natural gas ("LNG") storage facility in New England to deliver, on peak days, up to an additional 925,000 dekatherms per day ("Dth/d") of natural gas. The Project is designed to meet the capacity needs of natural gas fired electric generating units as coal and nuclear electric generating units retire. Access Northeast will be implemented in phases, with the initial phase currently projected to be in-service by November 1, 2018. Phasing Project construction over several years will allow New England's natural gas-fired generators to begin acquiring firm transportation capacity as soon as possible while phasing in the full project capacity and associated costs over a longer period.

The Project includes the construction of approximately 123.22 miles of pipeline facilities, modifications at seven existing compressor stations<sup>400</sup>, the construction of one new compressor station, associated pipeline facilities including metering and regulating ("M&R") stations and the construction of an LNG liquefaction, storage, and vaporization

<sup>397</sup> 15 U.S.C. § 717f(c) (2012).

<sup>398</sup> The Access Northeast Project is being developed by Algonquin, whose members are Spectra Algonquin Holdings, LLC, Eversource Gas Transmission LLC and National Grid Algonquin LLC.

<sup>399</sup> 15 U.S.C. § 717f(b) (2012)

<sup>400</sup> The Weymouth Compressor Station in Norfolk County, Massachusetts, which will be constructed and operational as part of the Atlantic Bridge Project under CP16-9-000, will be modified as part of the Access Northeast Project.

Algonquin Gas Transmission, LLC  
890 Winter Street, Suite 300  
Waltham, MA 02451



facility (“Access Northeast LNG Facility”). These proposed Project facilities will be located in New Jersey, New York, Connecticut, Rhode Island, and Massachusetts.

On November 17, 2015, FERC approved Algonquin’s request to utilize the pre-filing National Environmental Policy Act (“NEPA”) review process for the Access Northeast Project under Docket No. PF16-1-000. On December 17, 2015, Algonquin filed its initial draft *Resource Report 1 – Project Description* and *Resource Report 10 – Alternatives* with the FERC for the Project. Enclosed for your review on DVD are the initial draft Resource Reports 1 and 10 that were filed with the FERC. These pre-filing documents are also available online at FERC’s web site using the “elibrary” link at [www.ferc.gov](http://www.ferc.gov) using the Docket No. PF16-1-000.

Written comments regarding the proposed Access Northeast Project should be sent to:

Federal Energy Regulatory Commission  
Office of the Secretary  
888 First Street, NE  
Washington, D.C. 20426

With a copy to:

Federal Energy Regulatory Commission  
Office of Energy Projects  
Division of Gas- Environment and Engineering  
Gas Branch 1, Office 6J-06  
888 First Street, NE  
Washington, D.C. 20426  
ATTN: John Peconom, FERC Project Manager

We encourage your continued cooperation throughout this process. Please do not hesitate to contact me at (617) 560-1444 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "John P. Sheridan".

John P. Sheridan  
Director State Government Affairs

The Board will discuss language for an initiative to take the Police Department out of Civil Service.

**From:** Chief Normand A. Crepeau Jr.  
**Sent:** Friday, January 15, 2016 10:29 AM  
**To:** Laura St John Dupuis  
**Subject:** RE: Laugauge for Initiative to Take GPD Out of Civil Service  
**Attachments:** Civil Service Acceptance.pdf

While I think it would be best to confirm language and procedure with Town Counsel / Labor Attorney, this would be the proposed language.

Ballot question:

**Shall the Town remove the police department from the state Civil Service system as set forth in MA G.L. Chapter 31. This will affect the procedures for hiring, promoting and discipline of police officers, sergeants and lieutenant.**

Note: I've attached ballot results for the Civil Service question from the 2000 annual election as reported in the 2000 Annual Town Report.

Normand A. Crepeau, Jr.  
Chief of Police  
Grafton Police Department  
28 Providence Road  
Grafton, MA 01519  
P: 508-839-8517  
F: 508-839-8562  
[chief@graftonpolice.com](mailto:chief@graftonpolice.com)  
[www.graftonpolice.com](http://www.graftonpolice.com)  
[www.facebook.com/GraftonPolice](http://www.facebook.com/GraftonPolice)  
[www.Twitter.com/graftonpolice](http://www.Twitter.com/graftonpolice)

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**From:** Laura St John Dupuis  
**Sent:** Friday, January 15, 2016 9:49 AM  
**To:** Chief Normand A. Crepeau Jr.  
**Subject:** Laugauge for Initiative to Take GPD Out of Civil Service

Good morning,

I was just checking to see if you have the language prepared for the above item on Tuesday's BOS Agenda.

Thanks!

Laura St.John-Dupuis  
Administrative Assistant  
Board of Selectmen  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335 x 1180  
f. 508-839-4602

1 committee to study this between now and next  
2 spring so that they can come back with a  
3 recommendation?

4 MODERATOR MEAD: Yes, anything is  
5 possible. I'm not sure who the petitioner was on  
6 the warrant article, so I don't know what their  
7 intent was. The article submitted is not legal  
8 so...

9 MR. BAIR: Is the petitioner here?

10 MR. SOWYRDA: Mr. Moderator, could  
11 Town Counsel summarize the reason that this is  
12 inappropriate?

13 Since you made us stay until this late  
14 hour, and she is missing the Red Sox game.

15 *Town Counsel* MS. ST. ANDRE: Two to nothing, bottom  
16 the fifth last time I looked. Yankees ahead.

17 The reason that this particular  
18 article is out of order is that General Laws  
19 Chapter 31 Section 54, provides that the proper  
20 procedure for accepting civil service statute for  
21 the department is by a petition of 5 percent, or  
22 1,000 of the registered voters of the Town filed  
23 with the Town Clerk, and that's put on the ballot,  
24 rather than the Town Meeting.

**ANNUAL ELECTION  
MAY 1, 2000**

	Pct. 1	Pct. 2	Pct. 3	Pct. 4	Total
<b>Selectmen (one 3 yr. Term)</b>					
Demers, Roger D.	179	271	217	166	833
Pogorzelski, Daniel	109	200	229	209	747
Write-ins	5	1	5	7	18
Blanks	10	16	17	9	52
<b>Total</b>	<b>303</b>	<b>488</b>	<b>468</b>	<b>391</b>	<b>1,650</b>

**Roger D. Demers was declared elected.**

	Pct. 1	Pct. 2	Pct. 3	Pct. 4	Total
<b>School Committee (two 3 yr. Terms)</b>					
Billings, Nancy M.	149	242	188	186	765
Swartz, Susan	151	280	309	199	939
Mulvey, Robert A.	177	262	285	235	959
Write-ins	1	4	1	2	8
Blanks	128	188	153	160	629
<b>Total</b>	<b>606</b>	<b>976</b>	<b>936</b>	<b>782</b>	<b>3,300</b>

**Susan Swartz and Robert A. Mulvey were declared elected.**

	Pct. 1	Pct. 2	Pct. 3	Pct. 4	Total
<b>Planning Board (two 3 yr. Terms)</b>					
Hassinger, Robert	139	248	228	192	807
Deshais, Kenneth	117	246	227	149	739
Mitchell, Robert	226	275	250	254	1,005
Write-ins	1	3	1	5	10
Blanks	123	204	230	182	739
<b>Total</b>	<b>606</b>	<b>976</b>	<b>936</b>	<b>782</b>	<b>3,300</b>

**Robert Hassinger and Robert Mitchell were declared elected.**

	Pct. 1	Pct. 2	Pct. 3	Pct. 4	Total
<b>Planning Board (one 2 yr. Term)</b>					
Lukasevicz, Ricky J.	219	318	308	269	1,114
Write-ins	3	3	12	9	27
Blanks	81	167	148	113	509
<b>Total</b>	<b>303</b>	<b>488</b>	<b>468</b>	<b>391</b>	<b>1,650</b>

**Ricky J. Lukasevicz was declared elected.**

	Pct. 1	Pct. 2	Pct. 3	Pct. 4	Total
<b>Library Trustee (three 2 yr. terms)</b>					
Dowd, Noelle Ann	172	275	271	236	954
Libbey, Diane A.	170	322	299	232	1,023
Smolinski, Avril	182	278	282	225	967
Nissenbaum, Susan	143	217	176	172	708
Write-ins	1	1	2	1	5
Blanks	241	371	374	307	1,293
<b>Total</b>	<b>909</b>	<b>1,464</b>	<b>1,404</b>	<b>1,173</b>	<b>4,950</b>

**Noelle Ann Dowd, Diane A. Libbey and Avril Smolinski were declared elected.**

	Pct. 1	Pct. 2	Pct. 3	Pct. 4	Total
<b>Housing Authority (one 5 yr. term)</b>					
Mahassel, George A.	227	368	351	290	1,293
Write-ins	1	4	2	4	11
Blanks	75	116	115	97	403
<b>Total</b>	<b>303</b>	<b>488</b>	<b>468</b>	<b>391</b>	<b>1,650</b>

**George A. Mahassel was declared elected.**

	Pct. 1	Pct. 2	Pct. 3	Pct. 4	Total
--	--------	--------	--------	--------	-------

**Question One**

Shall the Town of Grafton vote to accept the applicability of Civil Service Law and rules under Massachusetts General Laws Chapter 31 for all members of the Town Police Force?

Yes	166	244	232	205	85
No	60	91	97	76	32
Blanks	77	153	139	110	47
<b>Total</b>	<b>303</b>	<b>488</b>	<b>468</b>	<b>391</b>	<b>1,650</b>

**The question was passed.**

*No record  
of passing at  
Town Meeting.  
It was passed over  
10/1999 Mtg.  
Probably because  
it needed  
the election  
vote.*

The Board will discuss the proposed “Committee Appointment Administrative Policy for Multiple Applicants” if in agreement, the Board will vote to approve this policy.



**TOWN OF GRAFTON**  
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30 PROVIDENCE ROAD  
GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 • FAX (508) 839-4602  
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**ADMINISTRATIVE POLICY # \_\_\_\_\_**

**COMMITTEE APPOINTMENT**  
**Multiple Applicants / One Vacancy**

**PURPOSE:**

To recommend an appointment to a vacant seat if more than one applicant applied.

**POLICY:**

When a vacancy occurs on a Board/Committee/Commission and the Town receives multiple applicants for one open seat, a subcommittee will be created. This subcommittee will be made up of two members of the Board of Selectmen and one member from the Board/Committee/Commission for which the vacancy has occurred. This subcommittee will serve as a review panel, choose one applicant and recommend applicant for appointment by the Board of Selectmen.

Approved by: Board of Selectmen

Date: \_\_\_\_\_

\_\_\_\_\_  
Craig Dauphinais, Chairman

\_\_\_\_\_  
Jennifer Thomas, Vice Chair

\_\_\_\_\_  
Bruce Spinney, Clerk

\_\_\_\_\_  
Brook Padgett, Member

\_\_\_\_\_  
Dennis Flynn, Member

The Board will discuss scheduling a joint meeting with the School Department to appoint a School Committee Vacancy.

Options: Thursday, January 28<sup>th</sup> @ 6:30 PM  
Monday, February 1<sup>st</sup> @ 6:30 PM  
Wednesday February 4<sup>th</sup> @ 6:30 PM

The Board will discuss early voter recommendations

TO: Mr. Thomas Tessinari

From: Dennis D. Flynn

Subject: Follow-up to 12-10-15 re: Early Voting Recommendations: Web-site below:

Date: January 7, 2016

Dear Mr. Tassinari,

As you may know, I presented your correspondence on the agenda for discussion at the Board of Selectmen's (BOS), January 5, 2016 meeting (see copy of page 2 of the agenda attached). By way of this letter to you, with an email copy to BOS Chairman, Mr. Craig Dauphinais and Town Administrator, Mr. Tim McInerney, I am requesting that the BOS follow-up on your request and place this item on the next regular BOS Agenda to learn how our municipality (Town of Grafton) "can earn a Gold Medal for robust early voting practices"?

Thank you for your interest and active involvement. Please feel free to contact me. If you have an email address and/or a telephone number where you can be reached, I will let you know the date/ time the BOS will receive Mr. McInerney's response to our request and learn how Grafton will earn a Gold Medal?

Thank you for bring this item to mine and the Board's attention,

Dennis D. Flynn

508-450-4562

[denflynn68@gmail.com](mailto:denflynn68@gmail.com)

<http://www.commoncause.org/states/massachusetts/research-and-reports/coalition-early-voting-recommendations.pdf>

If in agreement, the Board will vote to approve the 12/15/15 meeting minutes as presented.



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**BOARD OF SELECTMEN  
MEETING**

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

6  
7  
8  
9  
10  
11  
12  
13  
14 A regular Board of Selectmen meeting was called to order at 7:00 PM. Present was,  
15 Craig Dauphinais, Jennifer Thomas, Bruce Spinney, Dennis Flynn, Brook Padgett, Tim  
16 McInerney, Doug Willardson and Laura St.John-Dupuis

17  
18 **Grafton Flea Market – Liquor License Hearing**

19  
20 Mr. Spinney read the public hearing notice. Mr. Spinney made a motion to open the  
21 public hearing. Ms. Thomas seconded. All were in favor.

22  
23 Mr. Henry Lane, attorney for the owner of the Grafton Flea Market and Owner Mr.  
24 Peters addressed the Board. Mr. Lane stated that he would like to amend the original  
25 liquor license application submitted and change the type of license from “general on  
26 premises” to a “restaurant” liquor license. Mr. Lane stated that the Grafton Flea Market  
27 operates summer and fall 1 day per week, on Sundays and that people today are  
28 looking for more amenities such as beverage service. The Grafton Flea Market would  
29 like to make their beverage service similar to that of the Mendon Drive-in located in  
30 Mendon, MA.

31  
32 Ms. Thomas asked about when the Board grants a license and if it is to an individual.  
33 Mr. McInerney stated a manager has to be established and that was done.

34  
35 Mr. Padgett asked if the area would be fenced in. Mr. Peters stated yes. Ms. Thomas  
36 asked about kids being able to go inside the fenced in area. Mr. Peters stated he had  
37 hoped that staff can walk around to keep kids from going inside.

38  
39 Mr. Spinney asked how many people Mr. Peters would have working in this area. Mr.  
40 Peters stated that he thinks 3 or 4 people. Ms. Thomas responded by asking if anyone  
41 would be monitoring this area. Mr. Peters stated that hopefully he will have someone  
42 out there monitoring.

43  
44 Mr. Dauphinais stated to Mr. Peters that this has to be managed so that someone is not  
45 walking around with open containers.  
46

47 Ms. Thomas stated that she does not understand why the request is for a restaurant  
48 license if you are not serving food in there bar area. Mr. Lane responded saying that as  
49 inside the establishment food is served. Mr. Dauphinais stated that the area where  
50 alcohol will be served is in a different building and it is not inside where the food is being  
51 served. This really makes this an outdoor bar and not a restaurant and the area is for  
52 alcohol consumption. Mr. Lane responded by saying that the restaurant service is take  
53 out as well as eat in and that people can bring their food to the fenced in area where  
54 alcohol is served.

55  
56 Mr. Lane stated that he and his client had to go to the Zoning Board, the ZBA made  
57 many conditions, particularly that the alcohol service only be operational when the flea  
58 market is open. Mr. Dauphinais asked if the hours of operations were part of the ZBA's  
59 decision. Mr. Peters replied by saying he was not sure. The restriction was to have  
60 alcohol service only when there was a flea market. Mr. Lane read to the Board the  
61 restrictions," that the sale of alcohol may only be conducted as an accessory use and  
62 only during the hours of the flea market operation" The flea market is only operational  
63 Sundays and Monday holidays April thru December.

64  
65 Mr. Dauphinais asked if It would be an area that a family could get some food and bring  
66 it to the area serving alcohol and if minor could go inside. Mr. Peters replied yes, that  
67 there would be soda served too.

68  
69 Mr. Flynn asked if the Grafton Inn has a patio and do they have restrictions. Mr.  
70 McInerney stated that there is a law and that he does not know what the criteria are for  
71 the Grafton Inn. Mr. Flynn responded by asking if the town allowing alcohol to be  
72 served on the patio of the Grafton Inn. Mr. McInerney stated yes. Mr. Flynn asked if this  
73 is an integral part of the restaurant. Mr. McInerney stated yes. Mr. Flynn stated this  
74 does not seem to be the same thing as a restaurant. Mr. Lane stated they are not trying  
75 to become a restaurant but are trying to offer alcohol. Mr. Flynn stated if we licensed  
76 this, what's to prevent a hot dog stand to apply for a liquor license. Mr. Lane said that is  
77 fairly common.

78  
79 Mr. Dauphinais asked where this new area will be in relation to the big building. Mr.  
80 Peters stated it will be behind the shed behind the big building

81  
82 Ms. Thomas asked if there was a plan for security. Mr. Peters stated that there are  
83 alarms and the property is gated and the buildings are alarmed. And the new building  
84 will be as well.

85  
86 Mr. Dauphinais asked if Chief Crepeau had any questions.

87  
88 Chief Crepeau addressed the board stating that the Police Department is opposed to  
89 the Grafton Flea Market having a liquor license. Chief Crepeau had thought that the  
90 area that would serve liquor would be closed off to kids and minors and knowing this  
91 now makes things even more difficult. Chief Crepeau stated that the area for alcohol  
92 service proposed is a shed, not a room for service that will be stocked with beer and  
93 wine and it is an unsecure open venue that will be hard to control with the amount of

94 people (Approximately 1,000 people that visit the flea market). Further, the chief stated  
95 that it would be very difficult to control off premises consumption and to monitor patrons  
96 People under the age 21 could wander in and out. The applicants no way address how  
97 to prevent under age consumption. Chief Crepeau was concerned as to what could stop  
98 the flea market from opening 7 days per week? The flea market hires two police officers  
99 most days due to the amount of traffic. The Chief checks he flea market a two times per  
100 year and sends undercovers officers in. Recently detective Kuck found illegal knives  
101 being sold and confiscated them.

102  
103 Mr. Dauphinais asked if there were any other questions. Mr. Padgett stated that for him  
104 he doesn't see how this is any different than the Legion; stating it is the exact set up. It  
105 is up to the people who have the license to ensure there is no underage drinking. The  
106 license is for 1 year. If there is underage drinking the Board will not renew the license.  
107 This shouldn't be any different than any other establishment.

108  
109 Mr. Dauphinais stated that he is an agreement with Mr. Padgett to certain degree,  
110 however he feels this is a totally different animal and the responsibility that goes with is  
111 enormous. Where Mr. Peters has not done this before, it is a huge responsibility and  
112 has to go over the top at the entrance to monitor people coming in and out. Mr. Peters  
113 responded by stating that he is willing to do whatever is necessary.

114  
115 Mr. Lane addressed the Board and stated that he feels Mr. Peters is not opposed to any  
116 reasonable conditions especially if the Board feels there should be one person at the  
117 entrance monitoring as the Flea Market is only open 6 hours per week and police are  
118 there every minute that is open. Mr. Lane further stated that the Peters family has  
119 owned/managed the flea market for over 50 years without any real problems, this is an  
120 incremental small step and suggest if this doesn't work out we can revisit this. Mr.  
121 Dauphinais suggested, if we granted at One Day Beer and Wine License for certain  
122 number of days as a trial. This way there could be an end to it and we can see how it  
123 goes. Mr. Peters asks if there is a cost difference for the license. Mr. Padgett states it is  
124 better for him by the day. Mr. Dauphinais is not sure how much it is per day. Mr. Padgett  
125 stated this may be a better compromise. Mr. Peters stated he is willing to work with the  
126 Chief. Mr. Spinney stated that he would like to see how many people the flea market will  
127 hire and see where they will be and suggests Mr. Peters construct his business plan  
128 and then come back to the Board. Mr. Spinney wants to see what Mr. Peters can do to  
129 alleviate the concerns before the Board grants the license.

130  
131 Mr. Flynn stated that he has a lot of concerns and feels it is good to continue this  
132 however, as a Town we have a legal department, and Town Council has rendered an  
133 opinion on this liquor license application and feels this application does not meet the  
134 criteria. Mr. Flynn stated that he believes the judgement of the police force and seriously  
135 takes the recommendations of the Police Department. Mr. Flynn is not interested in  
136 trying to make this work for someone by bending the law and would not want to be part  
137 of that and would not like to mislead anyone. Mr. Lane proposed to continue this  
138 hearing for a month and to put together a plan. Mr. Lane would like to see the written  
139 comments from Town Counsel. Mr. McInerney asked how many tables and chairs in the  
140 fenced in area. Mr. Lane stated 60 people total, 10 picnic tables. Mr. Lane would like to

141 come back in a month with a plan. Mr. Dauphinais would like to include TIPS training as  
142 a requirement.

143  
144 Ms. Thomas feels her concerns are from a lack of experience and training, that training  
145 component is very important as the Board takes this very seriously. Ms. Thomas does  
146 have reservations about this and would like to see a plan.

147  
148 Mr. Spinney moved to continue the public hearing for a date to be determined. Ms.  
149 Thomas seconded. All were in favor.

150  
151 **Pole Petition- National Grid Continuance of Sibley Street Petition**

152  
153 Mr. Spinney made a motion to reconvene the November 17<sup>th</sup> National Grid pole petition  
154 for Sibley Street. Ms. Thomas seconded. All were in favor.

155  
156 Mr. Anthony Marcello and Iris Price of National Grid addressed the Board stating that  
157 the pole on Sibley Street will be moved 25' up from where it is now.

158  
159 Mr. McInerney stated Mrs. Bridges had concerns of the pole's location.

160  
161 Mrs. Bridges of 1 Sibley Street addressed the Board and asked if the overhead lines will  
162 be in the same direction and what pole are the wires coming from. Mr. Marcello  
163 responded stating they come from pole 9 on the corner. Ms. Bridges asked if the lines  
164 will go over the road. Mr. Marcello stated the pole will be in public way and not on  
165 private property. Ms. Bridges was satisfied with that.

166  
167 Mr. Spinney made a motion to close the public hearing. Ms. Thomas seconded. All were  
168 in favor.

169  
170 Mr. Flynn made a motion to approve the relocation of the pole on Sibley Street and Old  
171 Upton Road as presented. Ms. Thomas seconded. All were in favor.

172  
173 **Appointment of Derek Grandinetti – Part Time Custodian**

174  
175 Mr. Spinney made a motion to affirm the appointment of Derek Grandinetti, part-time  
176 custodian. Ms. Thomas seconded. All were in favor.

177  
178 **Resignation of Dawn E. Legassey (Retirement) - Grafton Police Department**  
179 **Dispatcher**

180  
181 Mr. Spinney made a motion to accept the retirement of Dawn E. Legassey, Grafton  
182 Police Department Dispatcher. Mr. Padgett seconded. All were in favor.

183  
184 **NEW BUSINESS**

185  
186 **PATH Grant Application-Transit Oriented Development Feasibility Project at**  
187 **Route 30/ Pine Street.**

188  
189 This item was passed over, will be move to the January 5, 2016 Board of Selectmen  
190 meeting.

191  
192 **Vote to Sign Bargmann & Archtype Inc. Contract for Feasibility Study to Renovate**  
193 **26 Providence Road (Old Police Station)**

194  
195 Mr. McInerney stated that 2 RFP's were received, one from Dixon Salo and the other  
196 from Bargmann Hendrie & Archtype Inc. The funding will come from cable funds from  
197 the franchise fee from charter and Verizon.

198  
199 Mr. Flynn made a motion to sign the Bargmann & Archtype for a feasibly study to  
200 renovate 26 providence Road (Old Police Station) contract. Mr. Padgett seconded. All  
201 were in favor.

202  
203 **Vote to Sign Cell Tower Lease – Creeper Hill Road.**

204  
205 Mr. Willardson stated that at Town Meeting in October the Board of Selectmen was  
206 approved to enter into lease on this sight, we have been working on developing the front  
207 of parcel and at the back. We had put out an RFP for a cell tower lease. US Wireless  
208 Inc. had the most advantageous proposal and added that the neighborhood has been  
209 contacted about this. Mr. Willardson further commented that the lease would allow US  
210 Wireless Inc. to lease a 100'x 100' foot parcel with rights of way. This would be a 5 year  
211 lease with 4, 5 year terms at a rate of \$2,050 per month with a 3% annual escalator  
212 over the course of the years. This will bring in revenue just under \$900,000.  
213 Additionally, Mr. Willardson stated that this will still need to be permitted through the  
214 Planning Board/Conservation there may be slight changes as to where the compound  
215 will be. Mr. Spinney asked if there has been an initial review by Con Mom and Planning.  
216 Mr. Willardson stated yes and will go through the normal public hearing process.

217  
218 Mr. Flynn asked if the abutters will be having a hearing. Mr. Willardson stated yes  
219 through the planning process. Mr. Flynn asked if the Town is obligated to honor the  
220 lease unless permitted. Mr. Willardson stated no, it has to be approved first and this is  
221 in the lease agreement. Mr. Flynn asked where is the right of way is located. Mr.  
222 Willardson stated that the right of way is the driveway and a new road will be  
223 constructed.

224  
225 Mr. Spinney made a motion to sign the cell tower lease with US Wireless. Ms. Thomas  
226 seconded. All were in favor.

227  
228 **Vote to Sign Dixon Salo Change Order – One Grafton Common**

229  
230 Mr. McInerney stated this is a summary of all change orders included one from a few  
231 weeks ago. We are still within our contingency. Mr. Spinney made a motion to sign the  
232 Dixon Salo Change Order for One Grafton Common. Mr. Padgett seconded. All were in  
233 favor.

234

235 **2016 Annual License Renewal**

236  
237 Mr. McInerney stated that every year in December the Board renews licenses. There  
238 was a memo the Town Administrator received today from the Grafton Fire Department,  
239 stating that of the 11 business that were inspected there were two that did not pass, the  
240 Grafton Inn and Cancun Restaurant. If the Board approves the list totally, the licenses  
241 for the Grafton Inn and Cancun will not be released by the Town Administrator's office  
242 until all of those public safety requirements have been met.

243  
244 Mr. Flynn made a motion to approve the 2016 Annual License with the exception of  
245 Central Square Gifts. Renewal as Per List, Mr. Padgett seconded. All were in favor.

246  
247 Mr. Spinney made a motion to re-affirm Central Square Gifts LLC annual license. Mr.  
248 Padgett seconded. All were in favor, Mr. Dauphinais recused himself. Motion carried.

249  
250 **Electricity Aggregation – Draft Special Town Meeting Article**

251  
252 Mr. McInerney stated that Good Energy was at the last Board meeting. Mr. McInerney  
253 would like to adopt the aggregation of electricity. This needs a town meeting to move  
254 forward. There is a long process involved and the first step is to hold a Town Meeting to  
255 adopt this section of Mass General Laws. Mr. McInerney stated he would like the Board  
256 to set a date for Town Meeting as there has to be a lot of work to be done for June  
257 2016. Good Energy is going to 100,000 plus households and we would like to get into  
258 that bid. This would drop the rates, if the Town does not like the rate that the company  
259 comes back with, the Board of Selectmen does not have to sign the agreement.

260  
261 Mr. Spinney made a motion to designate February 8, 2016 @ 7:30 PM for a Special  
262 Town Meeting at the High School Auditorium. Mr. Padgett seconded. All were in favor

263  
264 **Town Administrator Evaluation**

265  
266 Mr. Dauphinais requested clean copies of a blank evaluation form for this year. Mr.  
267 McInerney handed out and suggested using the one from last year as a guide. Mr.  
268 McInerney has provided an update of his goals. Mr. McInerney will be evaluated on the  
269 evaluation criteria from last year and his goals. Timeframe wise, Mr. Dauphinais asked  
270 for the Boards evaluation to be given back to Mr. Dauphinais by January 4<sup>th</sup>. Mr.  
271 Dauphinais will compile and report on it at a later meeting date.

272  
273 **SELECTMEN REPORTS / TA REPORTS**

274  
275 Mr. Dauphinais would like an item for discussion on the 1/5/16 Agenda. This will be  
276 property suitable for affordable housing, not Perrault property.

277  
278 Ms. Thomas would like to have a workshop for Superpark 1/12/16 to show what the  
279 committee has been working on with grants and fund raising drafts.

280

281 Mr. Flynn stated that the DPW Building Committee's John Bechard did an overview of  
282 the DPW building project that will run on Grafton Cable TV for the next several weeks. If  
283 anyone had any comments Mr. Flynn would like to hear them.  
284

285 Ms. Thomas asked if the Board received a letter from Conservation. Mr. McInerney  
286 stated that Conservation would like to come in to share their concerns and does not  
287 know what the particulars are. Mr. Flynn thinks it would be nice if Conservation has an  
288 issue that they bring it to the DPW Building Committee so that they know what's  
289 happening before they come to the Board. Mr. Flynn has been advised by private  
290 citizens and feels there is certain land that has been donated to the Town and that at  
291 one time there was an issue of water areas and how they feed into the streams below  
292 and concerns about the aquifers in the area, there was a possibility of a reservoir that  
293 may be created. Mr. Flynn was unable to find anything out about that with records from  
294 the Town Clerk. Mr. Flynn stated that if Conservation has concerns, if they could  
295 provide a memo to the DPW Building Committee with them, the DPW Building  
296 Committee could address these concerns prior to a Board of Selectmen meeting.  
297

298 Mr. Flynn stated he received a letter from an individual trying to increase voter  
299 participation. He would like to consider making this an agenda item for the next  
300 meeting. This person is looking to encourage greater participation in voting. Mr.  
301 Dauphinais asked to make this a discussion item on 1/15/16 agenda.  
302

303 Mr. Dauphinais stated that he spoke with Representative David Muradian, about Village  
304 Dairy's Liquor License and asked if the Board wanted him to do some follow up.  
305 Representative Muradian would like a letter to be written about the concerns Grafton  
306 has and the list of violations and the list of progressive discipline given to Village Dairy  
307 and how the Town was upset about the decision that the ABCC made. Representative  
308 Muradian stated that he take the letter and see if he can make a difference. Mr. Flynn  
309 feels that Town Council has some information that can be incorporated with the Board  
310 of Selectmen's letter.  
311

312 Mr. Willardson asked if the Board wanted to invite anyone in for a workshop. Mr.  
313 Spinney suggested the Planning Board. Mr. Flynn suggested the What If Committee  
314 may want to come in. Ms. Thomas stated that the What if Committee is waiting on the  
315 Fire Safety analysis. Ms. Thomas feels that in January there will be a report from  
316 Jensen Hughes to discuss. Mr. McInerney stated that he has received a draft report and  
317 that the Chief and Town Council will provide comments at the reports is grossly  
318 deficient. Mr. Flynn asked if the document is a public report and asked for it to be  
319 posted on the internet. Mr. McInerney stated he would post it to the webpage under  
320 Administrator's Updates page.  
321

322 Ms. Thomas stated that the Committee has concerns of what they are supposed to do.  
323 A lot of plans will depend upon the final fire safety analysis is as we don't know because  
324 there isn't a plan for the facility for a fire safety analysis because there are so many  
325 unanswered questions.  
326

327 Mr. Flynn stated that the public will want to see a copy of the report. Mr. McInerney  
328 stated the analysis the Town is putting together will show that what the GURR is doing  
329 is wrong and should not be approved by the state and that we are going to give  
330 information to the state so that they do not approve the GURR's Fire Safety Analysis.  
331

332 Mr. Flynn stated that the general public would like to know what kind of information we  
333 have and feels the Town should have a meeting to tell the town people what is  
334 happening with the court case and what the next steps are that need to be taken and  
335 that Town Council should share with the Town the status and why we are not able to get  
336 information. Mr. McInerney stated that sometime in January there will be information  
337 aired.

338  
339 **CORRESPONDENCE**

340  
341 Mr. Spinney read the vacancy list of Boards and Committees.  
342

343 **MEETING MINUTES**

344  
345 Mr. Spinney made a motion to approve the meeting minutes from 11/17/15 as  
346 presented. Ms. Thomas seconded. All were in favor.  
347

348 Mr. Spinney made a motion to approve the meeting minutes from 12/1/15 as presented.  
349 Ms. Thomas seconded. All were in favor.  
350

351 **ADJOURN**

352  
353 Mr. Spinney made a motion to adjourn at 8:51 PM. Mr. Padgett seconded. All were in  
354 favor.  
355

356  
357 For more information, this and other meetings can be viewed on Grafton Television.  
358 [www.Graftontv.org](http://www.Graftontv.org)  
359

360  
361 \_\_\_\_\_  
362 Craig Dauphinais, Chairman

360  
361 \_\_\_\_\_  
362 Date

363  
364  
365 \_\_\_\_\_  
366 Laura St. John-Dupuis, Recording Secretary

If the Board is in agreement, the Board will vote to approve the 1/5/16 meeting minutes as presented.



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**BOARD OF SELECTMEN**  
**MEETING MINUTES**

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

**CALL TO ORDER**

A regular Board of Selectmen meeting was called to order at 7:01 PM. Present were: Craig Dauphinais, Jennifer Thomas, Bruce Spinney, Dennis Flynn, Brook Padgett, Tim McInerney, Doug Willardson and Laura St. John-Dupuis

**SCHEDULE**

**Medical Marijuana Dispensary**

Mr. Dauphinais addressed the Board and the audience stating that because there is a capacity issue in conference room A, the Medical Marijuana Dispensary discussion will be rescheduled for a later date. Mr. McInerney stated that the earliest day it this discussion could take place is Monday, January 11<sup>th</sup> in the High School Auditorium at 7:00 PM.

**RESIGNATIONS**

Dr. Ryan Schlimgen – Tufts University Representative to the Grafton Local Emergency Management Planning Committee & Blackstone Valley Regional Emergency Planning Commission.

Mr. Padgett made a motion to accept the resignation of Dr. Ryan Schlimgen Tufts University Representative to the Grafton Local Emergency Management Planning Committee and Blackstone Valley Regional Emergency Planning Commission. Ms. Thomas seconded. All were in favor.

**APPOINTMENTS**

**Full Time Dispatcher – Christine Cooper**

Mr. Spinney made a motion to appoint Christine Cooper to the position of Full Time Dispatcher. Mr. Flynn seconded. All were in favor.

48 **Part Time Seasonal Snow Plow Driver – Joseph Mazzarelli**

49

50 Mr. Spinney made a motion to appoint Joseph Mazzarelli as a part time seasonal snow  
51 plow driver. Mr. Flynn seconded. All were in favor.

52

53 **Traffic Safety Committee - Dave Crouse & Brian Szczurko**

54

55 Mr. Spinney made a motion to appoint Dave Crouse and Brian Szczurko to the Traffic  
56 Safety Committee. Mr. Flynn seconded. All were in favor.

57

58 **Board of Selectmen**

59

60 **Interviews for Community Preservation Committee Member Seat: Richard**  
61 **Schultze and Ann Morgan**

62

63 Mr. Dauphinais stated that each candidate would have a chance to make a brief  
64 statement and take questions from the Board. The Board will discuss the candidates  
65 and hopefully make a motion for appointment.

66

67 Ms. Ann Morgan of 2 Bruce Street addressed the Board stating that she presently works  
68 for the Town of Grafton as the Assistant Town Planner and services staff to the  
69 Affordable Housing Trust. She added that she spoke to the state ethics commission and  
70 understand her responsibilities and in terms of any potential perception of conflict of  
71 interested. Ms. Morgan is interested in the Community Preservation Committee  
72 because it covers things she has been interested in and touches on things she has a  
73 great passion for. Preservation and conservation is of importance to her as well as  
74 affordable housing projects. The Community Perseveration Committee seems to be for  
75 the people and by the people and that is for her.

76

77 Mr. Richard Schultze was asked to the podium to be interviewed by the Board. Mr.  
78 Richard Schultz 11 English Road, South Grafton stated that he has been interested in  
79 the Community Preservation Committee for quite a while. He has lived in this town for  
80 20 years and is very fond this town and sees the CPC as a chance to give back to The  
81 Town for giving him the opportunity to live here. Mr. Schultze further stated that he  
82 bought his first house in this town became a member of the Cable Oversight Committee  
83 because he is very interested in what Cable does for the town. Mr. Schultze stated that  
84 he understands the authority of the CPC and what they do such as open space,  
85 recreation, housing and historical preservation. He further stated that he is interested in  
86 maintaining this town and had applied quite a while ago for a seat on the CPC. He has  
87 come to think of this town as his home and would like to be on the CPC.

88

89 Mr. Dauphinais asked, Ms. Morgan what did she thinks her career and experience will  
90 bring to the CPC. Ms. Morgan stated that her interest in organization draws her to the  
91 CPC in part because she believes in a higher level of education and that there is a  
92 tremendous opportunity to do more such as long term management of funds and  
93 assets.

94

95 Mr. Schultze was given the opportunity to answer the same question. Mr. Schultze  
96 stated that professionally, he is an employee at the Town of Grafton Cable Studio and  
97 feels the CPC has a lot to do with where the Town of Grafton is going. Mr. Schultze  
98 added that holds a degree in Wildlife Conservation. Mr. Schultz further stated that he  
99 loves the open spaces of Grafton and wants to see these open spaces maintained and  
100 for historical value the town must maintain and keep to keep the character of the town.

101  
102 Ms. Thomas stated that we are very fortunate to have two great candidates for this  
103 position and feels that we can't go wrong with either candidate.

104  
105 Mr. Flynn stated that he is not familiar with the composition of this committee Ms.  
106 Thomas stated that the following representatives have a seat: Affordable Housing Trust,  
107 Land Trust, Conservation Commission, Planning, and the Recreation Commission and  
108 at large member. There people all around this town that make up this committee.

109  
110 Mr. Spinney made a motion to appoint Ann Morgan to the at large member of  
111 Community Preservation Committee. Ms. Thomas seconded. All were in favor.

112  
113 Mr. Padgett stated that Ms. Morgan is on the Affordable Housing Trust and the  
114 Historical Commission and feels they are well represented. Whereas Mr. Schulze had  
115 put in his application twice, both are good candidates whoever is chosen.

116  
117 **Grafton Local Emergency Planning Committee (LEPC) and the Blackstone Valley**  
118 **Regional Emergency Planning Commission (BVREPC) as the Tufts**  
119 **Representative- Dr. Melanie Marketon, PhD**

120  
121 Mr. Padgett made a motion to appoint Dr. Melanie Marketon, PHD to the Grafton Local  
122 Emergency Planning Committee (LEPC) and the Blackstone Valley Regional  
123 Emergency Planning Commission (BVREPC) as the Tufts Representative. Mr. Spinney  
124 seconded. All were in favor.

125  
126 **Town Boundary Delineation Representatives – Dave Crouse & Brian Szczurko**

127  
128 Mr. McInerney stated that that Mr. Szczurko sent the MGL Chapter information  
129 regarding Town Boundary Delineation Representatives which indicates that every 5  
130 years the town has to mark the Town Boundaries with orange paint and the MGL  
131 requires that two people must be appointed to perform this.

132  
133 Ms. Spinney made a motion to appoint Dave Crouse & Brian Szczurko. Ms. Thomas  
134 seconded. All in were in favor.

135  
136 **Sign Special Town Meeting Warrant (February 8, 2016)**

137  
138 Mr. McInerney stated that this meeting is for 1 article for the aggregation of electricity.  
139 Mr. Padgett made a motion to sign the Special Town Meeting Warrant for February 8,  
140 2016. Ms. Thomas seconded. All were in favor.

141

142 **Vote to Sign- VHB Roadway and Drainage improvements along Adams Road and**  
143 **Institute Road.**

144  
145 Mr. McInerney stated that there are roads that need to be paved, this contract is for  
146 drainage that needs to be done beforehand, and this would be for next fiscal year. Mr.  
147 Padgett made a motion to sign the VHB contract for Drainage Improvements along  
148 Adams and Institute Roads. Ms. Thomas seconded. All were in favor.

149  
150 **Chapter 90 Application – Worcester St, between Snow Rd and Carroll Rd**  
151

152 Mr. McInerney stated that in 2014 the State contacted Grafton and asked for projects  
153 that the Town wanted to put into the TIP. The problem with the TIP is, if you don't get  
154 approved by the state they never borrow the money for the project. The first step was  
155 done. This is the next step getting the alignments and how that roadway would look and  
156 function if built to MADOT specs. We met with MADOT, if we want to get the TIP  
157 money out of the transportation bond bill we have to get this step done so that we can  
158 get people in the community to see what this could look like. We will know the rights of  
159 way and the bounds. The State would just mill and fill, we want done right, we want  
160 sidewalks maybe underground facility's and bikeways.

161  
162 Mr. Padgett made a motion to sign the Chapter 90 work between Worcester St and  
163 Snow Road. Mr. Spinney seconded. All were in favor.

164  
165 Mr. Flynn stated that more and more people are using these roads as cut through; these  
166 roads are very narrow and need a lot of work concerned if we go too far we will make  
167 them a freeway. Mr. Flynn stated that there needs to be some concern about the rural  
168 nature of the area and he is unsure of the kind of high speed traffic that may go down  
169 there if we make it better. He would like to see some process to see the people in the  
170 neighborhoods have some input before we go ahead and do it.

171  
172 Mr. Padgett stated this is not for side streets. Mr. McInerney stated that this is  
173 Worcester Street only near Stop and Shop.

174  
175 **Vote to Sign – Cable Oversight Committee - Memorandum of Understanding**  
176

177 Mr. McInerney stated that we have spoken about the old police station and the Cable  
178 operation moving to that spot. We have engaged an Architech to look at the space to  
179 make sure the building is viable for cable. This move basically lays out the parameters  
180 that are a commitment from the Town allowing them to see what it will cost. While we  
181 use and leverage the fees from cable subscription to pay rent, and take over the  
182 maintenance and utilities of the building. This is the final product of that. There will be a  
183 payment of \$1200 per month. They are looking for reassurance from the Board for a  
184 commitment. This is a stepping stone. Mr. Dauphinais asked what the square footage  
185 is.

186 Mr. McInerney stated that it is not more than 15,000 SF. Mr. Dauphinais asked if cable  
187 realizes that there will be an increase in rent. Mr. Padgett stated that the memorandum  
188 states a 10 year lease of \$1200 per month. Mr. Dauphinais stated he cannot support

189 that and that it is not fair to the Town. Mr. McInerney stated that we have a zoning  
190 problem and there is not a lot that we can put in this location. Mr. Padgett asked what  
191 does cable pay for rent at the location in South Grafton. Mr. Berger stated \$27k per  
192 year.

193  
194 Mr. Spinney asked what the Town was getting when the police was there. Mr.  
195 McInerney stated \$15,300 - \$15,500 annually. Mr. McInerney stated that we will go back  
196 and have a discussion with cable as they are supposed to maintain a studio for the  
197 Towns use. If they cut the cost of our 5% franchise fee the cost for the rent should be  
198 added to our disbursement. Mr. Berger stated in lieu of paying a landlord, we will just  
199 get those funds and that is the Towns share of what gets deducted out of the Town's  
200 franchise agreement.

201  
202 Mr. Berger stated that the Cable Oversight Committee are spending \$55k and then will  
203 pay for the remodeling of the building if that comes through, and that we are looking at  
204 maybe \$900K to renovate the building. Mr. Spinney stated we will have to all agree on  
205 what the lease payment will be. Mr. Berger stated that this property is not zoned for just  
206 any type of business this is an R40 zone. Mr. Dauphinais stated that the Board needs  
207 time to discuss an amount. Mr. McInerney suggested that the town take \$1200 for two  
208 years and go to \$2500 from 3 – 15 years.

209  
210 Mr. Padgett stated that if Cable wanted to do a 2 or 3 year lease at \$1200 while you see  
211 what's going on than we can readdress the 10 year lease

212  
213 Mr. Flynn asked about a memo that Mr. McInerney sent earlier about Comcast moving  
214 its store out of South Grafton. Mr. Berger stated that all the present people will move to  
215 another store. Mr. Flynn asked if people have to go to Worcester to pay their bill and if  
216 this is that a done deal. Mr. Berger stated yes. Charter made that decision. Mr. Flynn  
217 asked if there was not enough room to have their store here as well as cable. Mr.  
218 Berger stated that the cable company did not want their store here.

219  
220 Mr. McInerney would like to take this from the Board tonight and circle back to the Cable  
221 Oversight Committee to maybe do a two year agreement and negotiate a new lease.  
222 Mr. Spinney stated he is agreeable to give them a couple years and then negotiate a  
223 new lease. Mr. Berger stated we need to tie this in with the franchise fee; we don't want  
224 to be upside down. Mr. McInerney thinks the committee is going to balk over changing  
225 this to 2 years and coming back for the rest. Mr. Berger stated we can hold off for a  
226 couple more months. Mr. Dauphinais stated to base this on what cable has for funds  
227 and what works. Mr. Spinney feels for the first couple of years \$1200 is fine. Mr.  
228 McInerney stated we should pull this from the Board and come back with a new lease.  
229 Mr. Berger stated that the Cable Committee will be meeting on the 20<sup>th</sup> and will discuss  
230 this further.

231  
232 **Selectmen Report**

233

234 Mr. Dauphinais stated that the CIPC will have another meeting, there are a few more  
235 departments to go and then the CIPC will begin voting on requests for capital  
236 improvements for 2017 work in progress.

237  
238 Mr. Dauphinais stated that he met Janet Peirce the new executive director CMRPC.  
239 She would like to come in for the next workshop on 1/12/16.

240  
241 Mr. Dauphinais stated that there would be a February workshop and the EDC would be  
242 invited to attend.

243  
244 **Town Administrator Report**

245  
246 Mr. McInerney stated that we are ½ way through FY16 and that the budget is on target.  
247 Looking at next year's requests from folks, we want to reserve capacity but keeping  
248 things under the thresh hold. Mr. McInerney added that this FY we are in great shape.

249  
250 The Audit has been complete trying to get tom Scanlon to come to the board on Jan  
251 19<sup>th</sup>. Larry Stone is looking at OPEB liability to add to the audit.

252  
253 Mr. Willardson stated that he is working on selling front portion of 104 Creeper Hill Road  
254 and would like the word spread for anyone interested in purchase 104 Creeper Hill  
255 Road

256  
257 Mr. McInerney stated that the drainage issue on Stowe Road is being worked on. There  
258 will be test pits dug this week. TOPO has been completed

259  
260 **The Boulevard**

261  
262 Mr. Flynn stated that he and Mr. Dauphinais have been working with Mr. Carroll over  
263 the last couple of months regarding the right of way on the Boulevard. The right of way  
264 which is partially owned by the properties that is adjacent to it, Jordan's Garage and the  
265 Town's Building. Back in the 1800's the Town got a 50' right of way that was approved  
266 through that area. When we went to measure it out with, the 50' got us to almost to two  
267 sides of the buildings (Jordan's Garage & One Grafton Common).

268  
269 Mr. Flynn provided some ideas to improve the Boulevard allowing Jordan's to continue  
270 as a facility with parking in front of the garage and access to front doors to his building.  
271 Mr. McInerney and Mr. Szczurko have put together a layout. Mr. Carroll is here and  
272 feels that perhaps the solution is a good one for him.

273  
274 Mr. Flynn stated that he believes that we need to close the loop and complete the  
275 process and commit to writing the new right of way is and what the boundaries are in  
276 case someone years from now wonders how did we ever change from what was there.  
277 Mr. Flynn's suggestion was to present this to the Board with the understanding this  
278 would have to go through surveyors and town council to do what is needed to redo the  
279 right of way.

280

281 Mr. Flynn stated that Town Council inferred the Board would have to vote to make it a  
282 different right of way. We would have to go back to Town Council to make sure that is  
283 the process.

284  
285 Mr. McInerney stated that at one time there was a presentation of having angled parking  
286 from the back of the vault to the church and that he would not know if you have to vote  
287 on something to re-layout the 50 feet in a different area. Mr. Dauphinais stated this is  
288 just a redesign of what is currently being used. Mr. McInerney agreed. Mr. McInerney  
289 asked Mr. Szczurko if this gets recorded when something is redesigned. Mr. Flynn feels  
290 these needs to be updated with what is actually there. Mr. Szczurko stated that it would  
291 not be recorded.

292  
293 Mr. Dauphinais asked Mr. Carroll if he had any questions. Mr. Carroll stated that he is  
294 confused. Mr. Spinney asked Mr. Carroll what he would like. Mr. Carroll responded,  
295 stating that he would like fairness as his family has been in business and paying taxes  
296 here for 110 years. Mr. Spinney asked if Mr. Carroll were to sell the garage would he be  
297 worried that he would lose those parking spaces that do not belong to the property. Mr.  
298 Carroll stated that it is very difficult to sell a property when it doesn't have any parking at  
299 all. Mr. Padgett asked if Mr. Carroll is happy where the road is marked out and asked if  
300 Mr. Carroll thinks those lots are public or belongs to his property. Mr. Carroll stated that  
301 hopes the spaces are his. Mr. Padgett stated that if the Town can commit the spaces  
302 and signs to go with Mr. Carroll's property, we should do it. Mr. Flynn disagrees and  
303 feels we need to go back to the deeds and spell out what the distribution of the right of  
304 way is and commit to writing the new right of way. Mr. Willardson stated that would  
305 mean to narrow the right of way to 40' and give Mr. Carroll the two parking spaces.

306  
307 Mr. Dauphinais stated that the Board will reconvene on this topic. Mr. Spinney asked if  
308 the Board has the authority to change a deed. Mr. McInerney stated that he does not  
309 think you can give away the part of the travelled way as the deed says we have the right  
310 to pass, but he will ask Town Council the question and confirm. Mr. Dauphinais stated  
311 that the Board would keep Mr. Carroll posted.

312  
313 **Properties Suitable for Affordable Housing – Bruce Spinney**

314  
315 Mr. Spinney stated that there are other properties that may be suitable for affordable  
316 housing, Hudson Street and Worcester Street. Mr. Spinney stated that he will put a list  
317 together and send it to the consultant as he wanted to get a general sense of the  
318 Boards commitment and what would the decision be, gifting to the Affordable Housing  
319 Trust or selling the land. Mr. Flynn stated he would like to see a list of the properties.  
320 Mr. Dauphinais stated that the Worcester Street property behind the McGuinness  
321 property had a wetland crossing and it would be good. Ms. Thomas stated that it would  
322 all depend on the parcel, Worcester Street is a valuable property and it would be hard to  
323 gift. Mr. Spinney stated that he would get a list and that there will be public outreach  
324 meeting in mid-February.

325  
326 **Encouraging Greater Voter Participation – Dennis Flynn**

327

328 Mr. Flynn stated that he received a letter from a constituent Mr. Tassinari of 54  
329 Fitzpatrick Road. Mr. McInerney stated that the Town Clerk, Donna Girouard is working  
330 on this and people will be able to vote 10 days out from actual vote date. There would  
331 be 2 or 3 workers in for those 10 days. This is mandated and has to be done. Mr.  
332 McInerney will get a report from Ms. Girouard and see what the state law requires

333 **ADJOURN**

334 At 9:06 PM, Mr. Spinney made a motion to adjourn, Mr. Padgett seconded. All were in  
335 favor.

336 For more information, this and other meetings can be viewed on Grafton Television.  
337 [www.Graftontv.org](http://www.Graftontv.org)

338

339

340

341 \_\_\_\_\_  
Craig Dauphinais, Chairman

\_\_\_\_\_ Date

342

343

344

345 \_\_\_\_\_  
Laura St. John-Dupuis, Recording Secretary