



**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 AGENDA**

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

**CALL TO ORDER**

**ANNOUNCEMENTS**

- [One Grafton Common-Ribbon Cutting Ceremony, 6/11 10am](#)
- [Big Truck Day - Municipal Center Parking Lot , 6/18 10am – 12 pm](#)
- [Doggie Dip Day-Silver Lake Beach, 6/18 11am - 2pm](#)
- [Silver Lake Beach- Opens For the Season, 6/19 11am](#)
- [Grafton Public Library- Summer Reading Program \(Registration On-Going\)](#)

**1. SCHEDULE**

- [23 Prentice Street – Affordable Housing Trust](#)
- [Joint Meeting with DPW Advisory Committee-Roads Project](#)
- [Boards and Committees – Board of Selectmen Assignments](#)

**2. APPOINTMENTS**

- Town Administrator-none
- Board of Selectmen

[Carolyn Weeks- Agricultural Committee](#)

**3. RESIGNATIONS**

- [Michael Robbins- Zoning Board of Appeals](#)

**4. NEW BUSINESS**

- [Vote to Sign TIF Agreement – 103 Worcester Street, LLC](#)

b) [Vote to Sign Waste Zero Contract](#)

c) [Vote to Designate July as Park and Recreation Month](#)

**5. SELECTMEN REPORTS / TA REPORTS**

**6. CORRESPONDENCE**

**7. DISCUSSION**

a) [Town Meeting-Recap](#)

**8. MEETING MINUTES- NONE**

**EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

**ADJOURN**

## **ANNOUNCEMENTS**

- One Grafton Common-Ribbon Cutting Ceremony, 6/11 10am
- Big Truck Day - Grafton Municipal Parking Lot, 6/18- 10am – 12 pm
- Doggie Dip Day, Silver Lake Beach - 6/18 11am - 2pm
- Silver Lake Beach- Opens For the Season 6/19 11am
- Grafton Public Library- Summer Reading Program, Registration Is On-Going. Visit the Grafton Public Library for more information.

The Affordable Housing Trust will make a presentation regarding their support for Prentice Place, a 54 rental unit project proposed by Prentice Place LLC.



**Grafton Affordable Housing Trust**  
c/o Planning Department  
Grafton Memorial Municipal Center  
30 Providence Road  
Grafton, MA 01519

**RECEIVED**

MAY 27 2016

BOARD OF SELECTMEN  
GRAFTON, MA

*Daniel Crossin, Chairman*  
*Mary Campbell, Vice Chairwoman*  
*Bruce Spinney, Treasurer*  
*Charles Pratt, Clerk*  
*Ruth Anderson*  
*John Carlson*  
*Kris Koliss*

May 26, 2016

Mrs. Jennifer Thomas, Chairwoman  
Grafton Board of Selectmen  
30 Providence Road  
Grafton, MA 01519

Dear Mrs. Thomas & Members of the Board:

We are writing to your Board to offer the Trust's support for Prentice Place, a 54 rental unit project proposed by Prentice Place LLC at the location of 23 Prentice Street in North Grafton.

Representatives of Prentice Street LLC, Sotir Papalilo, presented the proposal to the Trust on two separate occasions (June 17, 2015 and March 29, 2016). In addition the Trust participated in a site walk with Mr. Papalilo in August 2015. Currently they are proposing 5 structures totaling 54 residential units – 21 one bedroom units, 28 two bedroom units, and six three bedroom units. Twenty five percent of the units will be restricted as affordable. However, the Town will receive full credit for all 54 units on the Subsidized Housing Inventory in accordance with State regulations pertaining to development of affordable rental housing unit.

The Trust has reviewed the documentation prepared by Mr. Papalilo including his application to seek funding from the Massachusetts Housing Partnership as well as site and concept plans. At this time Mr. Papalilo intends to move forward with seeking funding and to advance his project under the 40B Comprehensive Permit process with the Zoning Board of Appeals. He is not seeking funding from the Trust to assist with his project but notes that a letter of support from the Town is advantageous to his funding application to MHP.

The Trust supports the project as presented for several reasons. The development of affordable rental units has been identified in the Affordable Housing Plan as important to the increase in affordable housing stock particularly in light of the low inventory of such units. A second fact to consider is that a full credit of 54 units on the Subsidized Housing Inventory would meet state requirements which would allow the Town to freeze any new 40B projects for two years in accordance with State law. This freeze would be for a two year period and would allow the Town the opportunity to address the development of appropriate measures to achieve our 10% requirement of affordable units. This was identified as a key goal by the participants at the recent Affordable Housing Action Plan Workshop held in March.

The Trust recognizes that the density of the project will be of concern to Town as well as the neighbors which will have to be addressed during the permitting phase with the Zoning

Board of Appeals. At this point in time the Trust encourages your Board to weigh all the factors, including the potential for a 40B permit freeze, when determining your Board's willingness to support this project. The Trust further notes that any major changes in the site program would require additional presentations to the Trust in order to maintain ongoing support.

Please feel free to contact me if you have any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Daniel Crossin', written in a cursive style.

Daniel Crossin  
Chairman

cc: Town Administrator  
Sotir Papalilo  
File

The Board and the DPW Advisory Committee will have a joint meeting regarding the Roads Project.

# DPW Advisory

## Recommended Roads

Street Name	From	To	Length	Alternative	Cost	Benefit
<b>2016</b>						
ADAMS RD	150' S OF VALLEYVIEW (S)	150' N OF VALLEYVIEW (S)	300	Structural Improve A/C	\$ 10,614.07	28.95
ADAMS RD	MERRIAM RD	150' S OF VALLEYVIEW (S)	3076	Base Rehab A/C + Drainage	\$ 362,765.60	24.98
CARROLL RD	WORCESTER ST	JANET CIR	1754	Base Rehab Local	\$ 154,906.68	7.13
CARROLL RD	JANET CIR	100' S OF BICKNELL RD	1890	Base Rehab Local	\$ 150,440.40	6.81
INSTITUTE RD	EAST ST	WESSON ST	1766	Base Rehab A/C + Drainage	\$ 208,271.80	22.71
MERRIAM RD	MEADOWBROOK RD	ADAMS RD	1226.9	Base Rehab A/C	\$ 90,574.97	26.86
SIBLEY ST	455' N OF OLD UPTON RD	UPTON RD	2217	Base Rehab Local	\$ 156,876.07	8.81
WATERVILLE ST	NORTH MAIN ST	220' N OF NORTH MAIN ST	220	Base Rehab A/C	\$ 27,842.29	43.96
WATERVILLE ST	220' N OF NORTH MAIN ST	WESTBORO RD	3251	Prev. Maint w/Patch	\$ 57,423.22	88.69
WESSON ST	INDIAN PATH	NORTH ST	955	Structural Improve A/C	\$ 35,738.42	30.27
WESTBORO RD	300' E OF PINE ST	WESTBORO TOWN LINE	2603	Structural Improve A/C	\$ 128,932.74	56.28
WESTBORO RD	668' E OF N MAIN ST	545' E OF N MAIN ST	830	Base Rehab Local	\$ 67,540.91	9.08
WESTBORO RD	NORTH MAIN ST	668' E OF N MAIN ST	668	Base Rehab Local	\$ 61,448.43	8.32
		<b>Total miles:</b>	<b>3.9312</b>		<b>\$ 1,513,375.60</b>	

The Board will review Board of Selectmen assignments to various Boards and Committees.

## **Boards and Committees Seats Held by Selectmen Members**

**\*\*DPW Building Facility Committee –Need New BOS Rep. (Previously Dennis Flynn)**

### **Jennifer Thomas**

- Community Preservation Committee-**Member At Large**
- Open Space & Recreation Plan- **BOS Rep**
- Super Park Study Committee –**Chair**
- "What If" LPG Facility Advisory Committee-**BOS Appointee**

### **Bruce spinney**

- Affordable Housing Trust-**Treasurer**

### **Sargon Hanna**

- Capital Improvement Planning Committee-**Vice Chair**
- Community Preservation Committee-**Planning Board Rep**
- Open Space & Recreation Plan –**Planning Board Rep**

### **Brook Padgett**

- Economic Development Commission- **BOS Rep**
- Library Planning & Building Committee-**BOS Rep**
- Tax Increment Financing-**Secretary**
- Town House Oversight Committee –**Chair**

### **Craig Dauphinais**

- Capital Improvement Planning Committee-**BOS Rep**
- Central Mass Regional Planning Commission-**BOS Rep**
- Shared Services Committee-**BOS Rep**

If the Board is in agreement, the Board will vote to appoint Carolyn Weeks to the Agricultural Committee.



**GRAFTON**  
Massachusetts

Laura St John Dupuis <stjohndupuisl@grafton-ma.gov>

---

## [Town of Grafton MA] agricultural committee

1 message

---

**bigt\_weeks@msn.com** <bigt\_weeks@msn.com>

Thu, Jun 2, 2016 at 9:50 AM

To: BOSGroup@grafton-ma.gov

Hello Town Administrator's Office,

carolyn weeks (bigt\_weeks@msn.com) has sent you a message via your contact form (<http://www.grafton-ma.gov/user/14856/contact>) at Town of Grafton MA.

If you don't want to receive such e-mails, you can change your settings at <http://www.grafton-ma.gov/user/14856/edit>.

Message:

Hello I would like to apply for the agricultural committee please

Carolyn Weeks

110 Main st. South Grafton

508-320-0591

bigt\_weeks@msn.com

# ***Bearfoot Farm***

*A real Hidden Treasure*

508-320-0591  
BigT\_Weeks@msn.com

---

---

## **Barn Location**

48 Keith Hill RD. Grafton MA

### **Contact Us**

Bearfoot Farm

Mailing address

Carolyn Weeks

110 MAin st.

South Grafton MA 01560

BigT\_Weeks@msn.com

508-320-0591

If the Board is in agreement, the Board will vote to accept the resignation of Michael Robbins from the Zoning Board of Appeals.

To: Craig Dauphinais Chairman Board / Tim McInerney  
From: Michael Robbins, Zoning board of Appeals (ZBA) / Clerk  
RE: Notice of my resignation.  
Date: May 23, 2016

Dear Craig and Tim:

It is with sadness that I must tender my resignation as a member of the ZBA. My family and I are moving to be closer to my parents / son's grandparents. It has been an honor to serve the Town and to work with such outstanding members who truly care about this amazing little town.

Thank you to the entire Board; Bill, Peter, Elias, Rob, Bill, & Kay – I have been very proud of the work that we have done. Thank you to Katrina and Bob for your time and efforts. I am happy to call you all friends and look forward to seeing you all soon.

Very Truly Yours,

*Michael Robbins, Esq.*

Michael Robbins, Esq.

If the Board is in agreement, the Board will vote to sign the TIF Agreement for 103 Worcester Street LLC.

**TAX INCREMENT FINANCING (TIF) AGREEMENT  
BY AND BETWEEN  
THE TOWN OF GRAFTON, AND  
103 WORCESTER STREET, LLC.**

This TAX INCREMENT FINANCING AGREEMENT (alternatively, "the Agreement") is made as of this \_\_\_\_ day of June, 2016 by and between the Town of Grafton, a Massachusetts municipal corporation acting through its Board of Selectmen having its principal office at 30 Providence Road, Grafton, MA 01519 (alternatively, "the Town"), and 103 Worcester Street, LLC, a Massachusetts corporation having its principal office at 2 Stonegate Circle, Grafton, MA, duly authorized to do business in Massachusetts (alternatively, "the Company").

**RECITALS**

WHEREAS, the Company plans to construct an approximately 8,784 square foot building on the Property ("the Project") to serve as the dental/medical and other professional offices; and

WHEREAS the construction of the Project is intended to result in a capital investment of an estimated \$2.1 million in hard construction costs and related site development costs; and

WHEREAS the Company plans to relocate and retain seven (7) full-time jobs and create twenty (20) new, permanent full-time jobs within the first five years at the Property; and

WHEREAS the Company intends to apply for status as a Certified Project under the Massachusetts Economic Development Incentive Program; and

WHEREAS the Town strongly supports increased economic development to provide additional jobs, expand business, and develop a healthy economy and stronger tax base within the community; and

WHEREAS, the Town, acting by and through its Board of Selectmen, following approval by Grafton Town Meeting and subject to approval by the Massachusetts Economic Assistance Coordinating Council ("EACC") of the Company's application for the Project as a Certified Project and this TIF Agreement, hereby enters into this TIF Agreement with the Company.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

**I. TOWN'S OBLIGATIONS**

1. A Tax Increment Financing ("TIF") exemption ("the Exemption") is hereby granted to the Company by the Town in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5 of the Massachusetts General Laws. The Exemption shall be for a period of ten (10) years ("the Exemption Term"), commencing in the fiscal year following the date that the Project is placed into service (i.e., pursuant to a Certificate of Occupancy), and shall provide an

exemption from taxation of the new incremental value of the Property solely resulting from the Project as follows:

Year 1	80%
Year 2	80%
Year 3	80%
Year 4	75%
Year 5	75%
Year 6	65%
Year 7	65%
Year 8	40%
Year 9	40%
Year 10	40%

2. The base valuation for the Property shall be the assessed value of the Property for the base year. The base year for purposes of this Agreement is Fiscal Year 2016. The Fiscal Year 2016 assessed valuation for the Parcel is \$312,200 and shall be the base valuation for this Agreement.
3. The base valuation shall be adjusted annually by an adjustment factor which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59, of the Massachusetts General Laws.

## II. THE COMPANY'S OBLIGATIONS

The Town grants the Exemption to the Company in consideration of, and commitment by, the Company to the following, which constitute the material representations of the parties that serve as the basis for the descriptions contained in this TIF Agreement in accordance with M.G.L. c. 40, § 59(ii) and (v):

1. The Company plans to relocate and retain seven (7) full-time jobs and create twenty (20) new permanent full-time jobs to be located at the Property within five years.
2. The Company plans to construct a dental/medical office as well as other professional offices.
3. The Property Owner and the Company plan to invest an estimated \$2.1 million in the Project for soft and hard construction costs.
4. The Company shall submit reports to the EACC on job retention and new investments at the Property as required. These reports shall include the number of permanent full-time jobs retained and created, and the value of Project capital investments with respect to the Property annually and on a cumulative basis, or as otherwise required by the EACC.
5. If the Company fails to meet the obligations specified in Sections 1, 2, 3, or 4 above, the Town, acting by and through its Board of Selectmen, may take action to notify the EACC and/or request decertification of the Project by the EACC. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Company and provide an opportunity to meet with the Town officials to discuss a remedy to the

alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one-hundred and twenty (120) days from the receipt of such written notice to remedy such default, or, with respect to defaults which cannot be remedied within such one-hundred and twenty (120) day period, within such additional period of time as is required to reasonably remedy such default, provided the Company exercises due diligence in the remedying of such default. If the EACC decertifies the Project in response to a request by the Town pursuant to this Section, the Town shall be entitled to recoupment from the Company of the value of prior economic benefits granted by the Town under this Agreement for the time period between the date of the Town's request to the EACC for decertification and the date of the EACC's decertification of the Project.

6. If the Company plans to relocate its operations from the Property, transfer any of its leasehold on the Property or its business to any other person or entity, the Town shall be given thirty (30) days advance written notice to the attention of its Board of Selectmen, with a courtesy copy to its Town Administrator.

### III. OTHER CONSIDERATIONS

1. Pursuant to 760 Code of Massachusetts Regulations (CMR) 22.05(8)(d), the agreement shall be binding upon subsequent owners or tenants of the property and its assignees.
2. Upon failure of the COMPANY to fulfill its material obligations of Section A under this agreement, except in cases of external adverse conditions beyond the COMPANY's control, or acts of God, the Town reserves the right to apply to the Economic Assistance Coordinating Council for decertification of the project pursuant to Massachusetts General Laws, Chapter 23A, Section 59.
3. This agreement is subject to Massachusetts General Laws, Chapter 23A, Section 3A-3H inclusive; Massachusetts General Laws, Chapter 40, Section 59; Massachusetts General Laws, Chapter 6A; and St. 1993, Chapter 19.

WITNESSETH the execution and delivery of this Agreement by the Town and the Company as an instrument under seal as of the date first above written.

**AGREED TO:**

**TOWN OF GRAFTON**  
**By its Board of Selectmen**

**103 Worcester Street, LLC**  
**By its President**

---

---

---

---

---

---

103 Worcester St. <sup>12</sup>

CVS

Mobile Gas



Google

## ARTICLE 27. TAX INCREMENT FINANCING AGREEMENT

- Goal is to increase the commercial tax base of the town.
- Town will always receive the taxes on the value of the current building (valued at \$312,200 current taxes of \$5,389)
- At full build out and value, taxes on new development would be \$25,627 at current rates.
- The TIF Proposal is to exempt the following percentages from the assessed value of the new development (less the current value which will always be taxed in full)
  - Year 1: 80%
  - Year 2: 80%
  - Year 3: 80%
  - Year 4: 75%
  - Year 5: 75%
  - Year 6: 65%
  - Year 7: 56%
  - Year 8: 40%
  - Year 9: 40%
  - Year 10: 40%

# 10-Year TIF Proposal

Fiscal Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Exemption % on New Value	80%	80%	80%	75%	75%	65%	65%	40%	40%	40%
Projected Tax Savings	16,192	16,890	17,618	17,228	17,969	16,242	16,940	10,872	11,338	11,824
Projected Tax To-be Paid	9,435	9,773	10,122	11,633	12,058	14,997	15,562	22,943	23,843	24,778
<b>TOTAL Projected Tax</b>	<b>25,628</b>	<b>26,663</b>	<b>27,740</b>	<b>28,861</b>	<b>30,027</b>	<b>31,240</b>	<b>32,502</b>	<b>33,815</b>	<b>35,181</b>	<b>36,602</b>

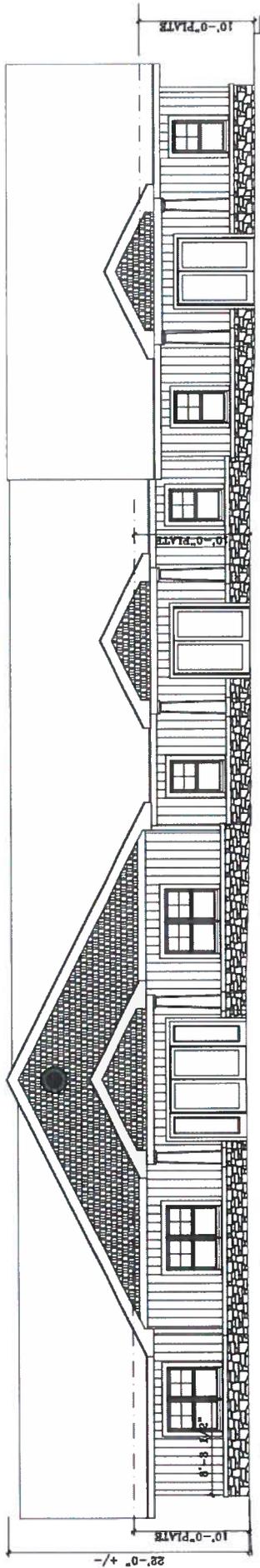
- Projected Additional Tax Revenue for Town: \$93,412
- Site costs make development difficult without TIF
- Other benefits to the development:
  - At least 20 new full-time jobs to be created
  - Better sight-lines at Harris Rd and Worcester St
  - Installation of fire hydrant

**TIF Year Exemp %**

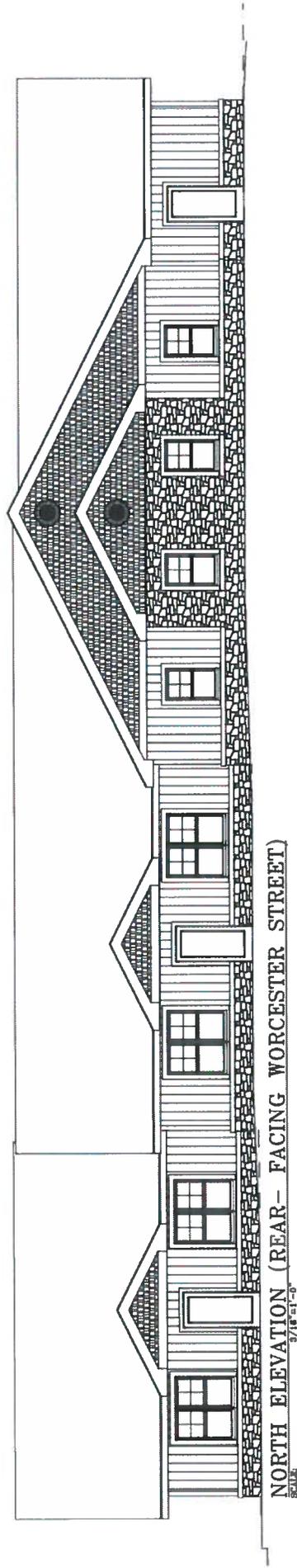
<b>Company (TIF Years)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Idexx (2003 - 2012)	35	30	25	20	15	1	1	1	1	1
Information Mgmt (2003 - 2012)	1	1	50	45	40	30	20	1	1	1
Primary Colors (2004 - 2013)	10	70	50	30	30	1	1	1	1	1
Fitzys (2003 - 2012)	20	10	10	5	5	1	1	1	1	1
Dimitria Delights (2003 - 2012)	75	50	25	25	25	1	1	1	1	1
Sunshine Sign Co. (2001 - 2010)	80	80	80	75	75	65	65	40	40	40
Troiano Trucking (2001 - 2010)	25	25	20	20	15	15	10	10	5	5
Koopman Lumber (2001 - 2010)	55	55	50	50	50	25	25	25	15	15
Temp-Flex Cable (2001 - 2010)	70	65	60	55	50	45	40	35	30	25



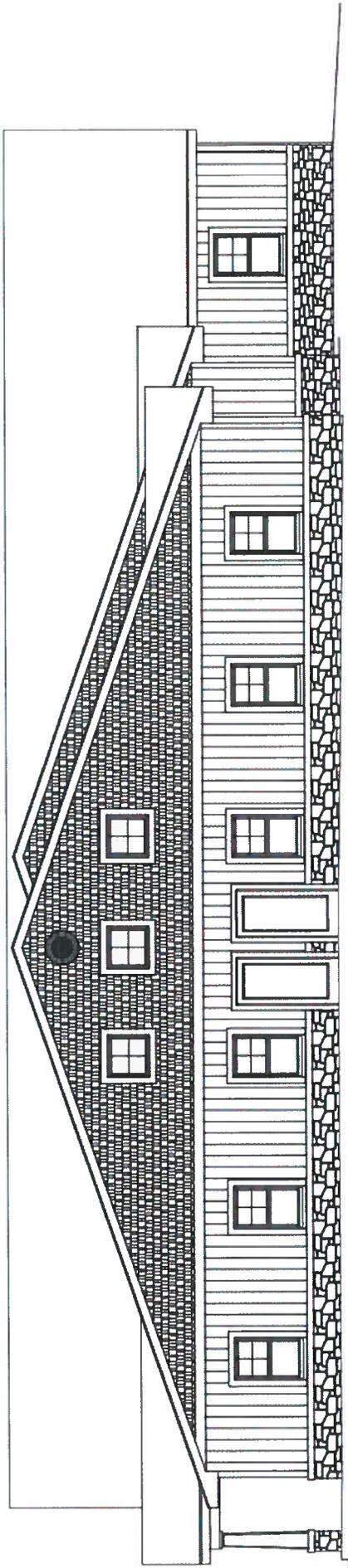




**SOUTH ELEVATION (FRONT-FACING PARKING LOT)**  
SCALE: 3/16"=1'-0"

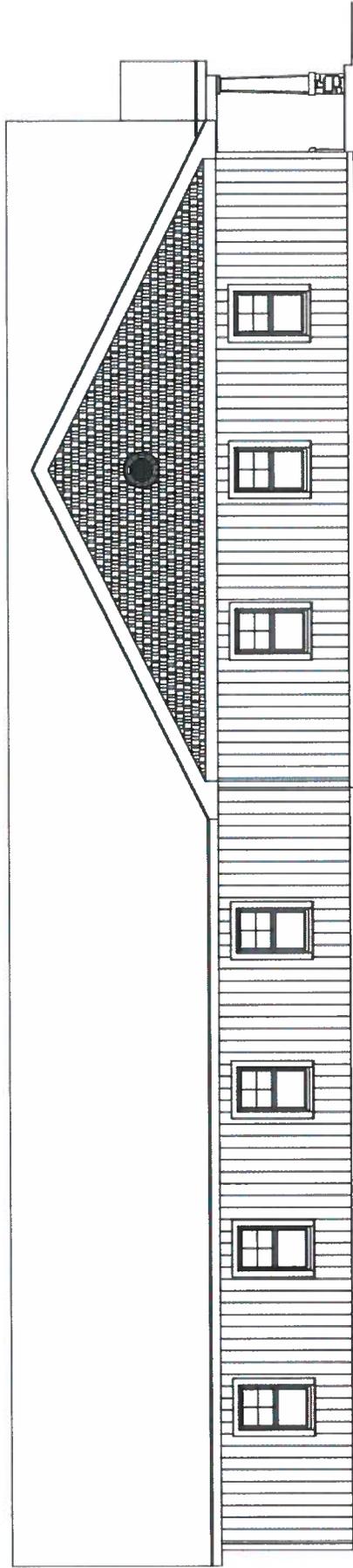


**NORTH ELEVATION (REAR-FACING WORCESTER STREET)**  
SCALE: 3/16"=1'-0"



**EAST ELEVATION (SIDE FACING HARRIS ROAD)**

SCALE: 3/16"=1'-0"



**WEST ELEVATION (SIDE FACING RIVER)**

SCALE: 3/16"=1'-0"

If the Board is in agreement, the Board will vote to sign the Waste Zero Contract.

## WASTEZERO TRASH METERING AGREEMENT

This WasteZero Trash Metering Agreement (this “Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as “WasteZero”, and Town of Grafton, MA, hereinafter referred to as “Municipality”.

### WITNESSETH

WHEREAS, over the last two decades, WasteZero has become the nation’s leading municipal partner to implement variable rate solid waste finance programs that “meter the trash”, thereby allocating the costs of municipal waste disposal to residents based on their use of services and creating incentives to reduce land filled waste and encourage recycling; and

WHEREAS, WasteZero designs, implements and manages the WasteZero Trash Metering® Program and manufactures and sells WasteZero Trash Metering® Bags (herein the “Official Municipal Bags”); and

WHEREAS, Municipality desires to engage and hire WasteZero to manufacture and distribute Official Municipal Bags to certain retail stores and provide certain inventory management, logistics, accounting, collection, and customer service support services related thereto (the “Program”).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement will be binding on all parties for a period from the Effective Date of this Agreement until three (3) years from the Effective Date (the “Initial Term”). Upon the expiration of the Initial Term, upon mutual agreement, the term of the Agreement may be renewed for two (2) additional two (2) year terms, each of such two (2) year terms an “Extension Term” (the Extension Terms and the Initial Term, hereinafter collectively the “Term”).

2. WasteZero Services. During the Term, WasteZero will (i) manufacture and supply Official Municipal Bags that comply with the specifications set forth in Exhibit A (the “Specifications”) to those retailers recommended by Municipality and set forth in Exhibit B (the “Retailers”) for sale by Retailers to residents of the Municipality; and (ii) provide the “Services” set forth in Exhibit C by the start date also set forth in Exhibit C.

3. Program Implementation. The “Start Date” will be the date by which the additional services will be implemented and this Agreement follows on the expiration of the prior agreement. The Start Date will be July 1, 2016.

4. Designated Retailers. Municipality will provide WasteZero with a recommended list of Retailers to be set forth on Exhibit B (the “Retailer List”) that Municipality would prefer to participate in the Program. WasteZero will either service those Retailers as it has been, or work to sign up new Retailers, as directed by Municipality.

5. Exclusive Agreement. During the Term, so long as WasteZero is able to deliver sufficient Official Municipal Bags to the Municipality, the Municipality will not purchase or sell,

directly or indirectly (i.e., through a third party) trash or recycling bags other than the Official Municipal Bags referred to herein.

6. Inventory and Inventory Target. WasteZero will own the inventory of Official Municipal Bags, will make manufacturing runs as needed to support the Program and will provide insurance coverage on that inventory in its bonded distribution facilities. To guarantee that an adequate inventory of Official Municipal Bags is always available for purchase by Retailers, WasteZero will use commercially reasonable efforts to maintain an average number of Official Municipal Bags in WasteZero's inventory in accordance with the target set forth in Exhibit C (the "Average Inventory Target").

7. Terms of Distribution. In order to preserve the sale-tax free status of the Official Municipal Bags at retail sale, Municipality acknowledges and agrees that Official Municipal Bags supplied to Retailers will be sold and supplied to Retailers by WasteZero on behalf of Municipality, such that upon a sale of Official Municipal Bags title to such Official Municipal Bags will first transfer from WasteZero to the Municipality and then from the Municipality to the Retailer.

8. Orders. Retailers will submit written or verbal orders for Official Municipal Bags ("Orders") directly to WasteZero, as Municipality's agent. Orders will set forth the type and quantity of Official Municipal Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero's right to reject an Order from a Retailer that is on credit hold. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order. Deliveries of Official Municipal Bags pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero.

9. Customer Service Support. WasteZero will provide a toll free number with customer service support during business hours for retailers or residents to call with concerns or complaints about any aspect of the Program. In the event the Official Municipal Bags fail to meet the Specifications in any material respect, WasteZero will, on a "no fault" basis, replace the Official Municipal Bags in accordance with WasteZero's Return and Replacement Policy as set forth on Exhibit D.

10. Bag Revenue. WasteZero will invoice Retailers the applicable Official Municipal Trash Bag purchase price set forth in Exhibit A (the "Retail Bag Prices"). All revenue received by WasteZero from the sale of Official Municipal Trash Bags to Retailers will be "Bag Revenue".

11. Custodial Banking Account. WasteZero will deposit all Bag Revenue in the custodial banking account it has established in a bank insured by the Federal Deposit Insurance Corporation (the "Bank Account"). Authorized signers and depositors on the Bank Account will be properly authorized WasteZero employees.

12. Retailer Credit Terms. WasteZero will collect payment and enforce payment obligations in accordance with the policies set forth in Exhibit D. Municipality acknowledges that collection efforts made by WasteZero are on behalf of Municipality. Municipality reserves the right to take any collection actions in addition to or beyond those steps set forth on Exhibit D, and WasteZero will have no liability to Municipality for a failure to collect payment from a Retailer.

13. Compensation.

a. With respect to all Bag Revenue, WasteZero will receive that portion of fee set forth on Exhibit A as the “WZ Supplies and Services Fee”. Municipality agrees that WasteZero is permitted to withdraw the WZ Supplies and Services Fee from the Bank Account at any time, after it has been earned. All Bag Revenue other than the WZ Supplies and Services Fee will be the property of Municipality (the “Municipal Revenue”).

b. Within thirty (30) days following the end of each calendar month, WasteZero will provide to Municipality (i) the Municipal Revenue for the prior calendar month via wire transfer, and (ii) financial statements for such calendar month, including: a bank statement, invoice register, cash receipts journal and accounts receivable aging report.

14. Bag Pricing Adjustments.

a. Inflation Cost Adjustment. The parties agree that the WZ Supplies and Services Fee is set, in part, and will be adjusted, to keep pace with inflation. On each anniversary of the Effective Date, the WZ Supplies and Services Fee shall be increased by the consumer price index, all urban consumers (CPI-U) plus 3 percent (3%). Notwithstanding the forgoing, it is agreed and understood that at no time during the Term may the WZ Supplies and Services Fee exceed the price stated in any applicable State Contract for Pay-as-you-Throw Bags for bags of the size and quantity supplied under this Agreement. If the State Contract price is less than the WZ Supplies and Services Fee, the WZ Supplies and Services Fee will be adjusted down to the applicable price on the State Contract for Pay-as-you-Throw bags of the size and quantity supplied under this Agreement.

b. Extraordinary Resin Cost Adjustments. In the event of an extraordinary disruption in the wholesale markets for resin, causing a price spike, defined as an increase over a ninety (90) day period of greater than twenty percent (20%) from a trailing average Benchmark Resin Rate, WasteZero will adjust the WZ Supplies and Services Fee by such increase for the duration of the disruption. This provision is in lieu of termination of this Agreement under force majeure. The Benchmark Resin Rate is calculated using the average of linear low-density polyethylene (“LLDPE”) extrusion liner film for Volumes I and II as reported by Plastics News trade publication. If Plastic News ceases publication, then the resin cost will be based on the average cost of LLDPE resin as reported in another reputable publication chosen by WasteZero.

c. Municipal Price Adjustments. Municipality may, at its sole discretion, increase the Retail Bag Price. Municipality must provide WasteZero at least fourteen (14) days’ notice in advance of any such increase so WasteZero can prepared to manage inventory and communicate with Retailers.

15. Representations and Covenants.

a. Legal and Binding Agreement; Municipality’s Obligations. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and conditions contained herein. This Agreement will be subject to Municipality’s availability of funds.

b. Representations of WasteZero. WasteZero warrants that the Official Municipal Bags will, in all material respects, meet the Specifications.

16. Breach; Termination.

a. Termination for Breach. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to thirty (30) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective thirty (30) days after written notice of failure to correct (or failure to take action to correct) to the breaching party. If such breach is not curable, the Agreement will be terminated thirty (30) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. Insolvency. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. Termination for Convenience. Municipality may terminate this Agreement at any time upon ninety (90) days written notice if the Town eliminates its pay-as-you-throw program for any reason.

d. Effect of Termination. Upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Official Municipal Bags remaining in inventory, and Municipality will purchase from WasteZero all Official Municipal Bags in inventory on the effective date of termination at the then-current WZ Supplies and Services Fee (ii) WasteZero will have no further liability or obligation under this Agreement, (iii) WasteZero will tender to Municipality the final Municipal Revenue, and (iv) WasteZero will have no continuing responsibility for the Services.

17. Force Majeure. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather. The obligations of WasteZero and Municipality, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with this Agreement because of Force Majeure and WasteZero is unable to substitute bags of like kind and quality. Upon the elimination of the cause of such suspension, the respective obligations of WasteZero and Municipality shall be reinstated from the date of such elimination.

18. Insurance. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two

Million Dollars (\$2,000,000) in general aggregate. Upon request, certificates of insurance naming Municipality as an additional insured will be provided to Municipality by WasteZero.

19. Non-Collusion. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

20. Assignment. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

21. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

*If to WasteZero, to:*  
8540 Colonnade Center Drive, Suite 210  
Raleigh, North Carolina 27615  
Attn: Cal Cunningham  
Tele. No. (919) 322-1220  
Email: ccunningham@wastezero.com

*with a copy to:*  
Wyrick Robbins Yates & Ponton, LLP  
4101 Lake Boone Trail, Suite 400  
Raleigh, North Carolina 27607  
Facsimile No.: (919) 781-4865  
Attention: Larry E. Robbins

*If to Municipality, to:*  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519  
Attn: Timothy McInerney, Town  
Administrator  
Tele. No.: 508-839-5335 x1180  
Email: McInerneyT@grafton-ma.gov

22. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

23. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Trash Metering Agreement as of the Effective Date.

Municipality

WasteZero, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_

Name:

Title: Clerk to the Municipality

**EXHIBIT A**  
**Official Municipal Bag Specifications**

1. Except as may require by Force Majeure, the bag specifications for this contract are:

Bag Description	Large "Trash" Grafton2	Small "Tall Kitchen" Grafton1
Retail Pack	5 Bags Per Sleeve 40 Sleeves Per Case	5 Bags Per Sleeve 40 Sleeves Per Case
Bag Size	33 by 35 inches	24 by 28 inches
Bag Gauge	1.45 mil	1.45 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring
Weight Limit Per Bag Per Ordinance, By-law, or Regulation	25 Pounds	15 Pounds
Package Insert	Agreed custom program information (White insert)	Agreed custom program information (Yellow insert)
Bag Print	Existing Logo/artwork plus existing Program information (Registered)	Logo/artwork plus agreed custom Program information (Registered)
Exterior Bag Color	Green	Green
Capacity Equivalent	30 gallons	15 gallons

2. The Retail Bag Prices (price paid at point of sale and charged to Retailers):

Product	Bags per Sleeve	Sleeves per case	Price per Sleeve	Price per case
<b>Large (33" x 35")</b>	5	40	\$7.50	\$300.00
<b>Small (24" x 28")</b>	5	40	\$3.75	\$150.00

3. WZ Supplies and Services Fee (per Case):

Contract Year	Large (Fee per Case)	Small (Fee per Case)
Year 1	\$55.00	\$31.80
Year 2 – End	TBD	TBD

TBD in Year 2 through the End of Term is determined in accordance with Paragraph 14a. Inflation Cost Adjustment.

**EXHIBIT B**  
**Retailer List**

<b>Store name</b>	
<b>Store address</b>	
PO Box	
City	
State	
Zip	
<b>Contact name</b>	
<b>Contact phone</b>	
<b>Fax</b>	
<b>E-mail</b>	
<b>Store name</b>	
<b>Store address</b>	
PO Box	
City	
State	
Zip	
<b>Contact name</b>	
<b>Contact phone</b>	
<b>Fax</b>	
<b>E-mail</b>	
<b>Store name</b>	
<b>Store address</b>	
PO Box	
City	
State	
Zip	
<b>Contact name</b>	
<b>Contact phone</b>	
<b>Fax</b>	
<b>E-mail</b>	

**EXHIBIT C**  
**Services**

1. Retail Store Distribution® Services: WasteZero will work directly with retailers in and around the Municipality to recruit them to participate in the Program and set up those who agree to participate. WasteZero will provide secure, dependable supply chain management to ship the Official Municipal Trash Bags to the participating retailers. WasteZero will develop and register distinct UPC codes for the Program to assist tracking of and sales of Official Municipal Bags. WasteZero will take and enter orders from retailers and process those orders for timely shipment and delivery. WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.
2. Inventory Management Services: WasteZero will inventory Official Municipal Bags at its fully bonded distribution facilities without the necessity of a purchase order or payment from Municipality. After the Transition Period, the inventory will remain titled to and insured by WasteZero until shipped to and received at a retail store. WasteZero will monitor inventory at its distribution centers to prevent stock outs or supply chain disruptions.
3. Accounting and Funds Management Services: WasteZero will handle all bookkeeping related to Retail Store Distribution® and Inventory Management, including billing and collecting payment from participating retailers and informing the Municipality of any retailers placed on a credit hold. WasteZero will manage, deposit all funds in and perform custodianship services with the approved bank account for Municipality. WasteZero will compile and provide to the Municipality monthly reports showing all retailer purchases, funds remitted from retailers and payments made to Municipality. WasteZero will also send notification to retailers of any Municipal-approved change in the Retail Bag Price.
4. Program Manager. WasteZero will assign a representative to serve as the Program’s coordinator (“Program Manager”). The Program Manager will act as a main point of contact and assist Municipality to answer questions or provide support with regard to all aspects of the Program Services and Program Supplies, subject to the limitations described herein. The Program Manager will ensure that all of the Program Services and Supplies outlined herein are delivered and that Municipality has a primary point of contact to assist with any Program-related matters that might arise.
5. Communications Support Services. During the Term, WasteZero will assist with development of key messages and support for public communications of the Program, including preparing a case study document for public circulation. This communications support also includes providing data and messaging to help publicly celebrate the successes of the Program, providing information that helps residents to become better partners and helping Municipality effectively handle questions and/or issues as they arise on an ongoing basis.
6. Program Website. WasteZero will establish a website at [www.reducethetrash.com](http://www.reducethetrash.com) \< designation for Municipality >, where the <designation for Municipality> will be text that uniquely identifies Municipality to Residents, or another URL as agreed. Upon accessing the web page for Municipality, Residents will be presented with information on topics including but not limited to: (i) retailers carrying the Official Municipal Bags, (ii) materials that can be

recycled at curbside within Municipality (if any), (iii) materials that can be recycled at convenience centers, including toxic materials such as paint and batteries (if any), (iv) convenience center locations, (v) as it becomes available, helpful information on reducing waste at home, or other information useful to residents, and (vi) Municipality's departmental website and /or appropriate local contact information for questions regarding curbside collection or other related local services. All information contained on the website or any supporting site will be developed, updated, and maintained in accordance with WasteZero's standard tools, formats and templates.

7. Additional Services. Additional Services are any services, materials or supplies desired by Municipality but not agreed to be provided by WasteZero under the terms of this Agreement. Upon mutual written agreement, WasteZero will perform Additional Services and directly bill Municipality or deduct the costs for such Additional Services from Bag Revenue.
8. Program Manager:  
Courtney Forrester  
8540 Colonnade Center Drive, Suite 210  
Raleigh, NC 27615  
Tele. No.: (919) 322-1223  
Email: cforrester@wastezero.com
9. The Average Inventory Target is: 2 months

## EXHIBIT D

### Credit Policy and Procedures

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery.

All invoices billed to Retailers are due and payable, net thirty (30) days from date of invoice.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers to Municipality. WasteZero does not assume responsibility for Retailer defaults or uncollected amounts.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes forty-five (45) days past the date of invoice (or 15 days past due).
- If an invoice becomes forty-five (45) days past the date of invoice (or fifteen (15) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices forty-five (45) days past the date of invoice (or fifteen (15) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.
- In the event invoices become sixty (60) days past the date of invoice (or thirty (30) days past due):
  - The delinquent Retailer account will be referred to Municipality for further guidance on how to proceed.
  - No new orders will be accepted or deliveries made to the delinquent Retailer account in the future unless Municipality provides WasteZero with written authorization.
  - WasteZero will require Municipality to indemnify WasteZero for any Program Revenue Share that is written off in the future if Municipality requests that WasteZero reinstate shipments to the previously delinquent Retailer account.
- In no event will WasteZero initiate or threaten legal action against any delinquent Retailer. Municipality reserves the right to make any collection efforts or take any actions in addition to or beyond those WasteZero sets forth herein.

### WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Trash Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Trash Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

Please Note: WasteZero does not give exchanges for Official Municipal Trash Bags purchased through unauthorized Retailers or individuals.

If the Board is in agreement, the Board will vote to designate July as Parks and Recreation Month.



**OFFICE OF THE BOARD OF SELECTMEN**

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

---

**Designation of July as Park and Recreation Month**

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Town of Grafton, Massachusetts and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of Grafton, Massachusetts recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY the Town of Grafton Board of Selectman that July is recognized as Park and Recreation Month in the Town of Grafton, Massachusetts.

\_\_\_\_\_  
Jennifer Thomas, Chairman

\_\_\_\_\_  
Bruce Spinney, III Vice- Chairman

\_\_\_\_\_  
Sargon Hanna

\_\_\_\_\_  
Brook Padgett

\_\_\_\_\_  
Craig Dauphinais

There will be a Town Meeting Recap discussion.