



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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

BOARD OF SELECTMEN
MEETING AGENDA
May 24, 2016
Grafton High School Gymnasium
7:00 p.m.

CALL TO ORDER

Board of Selectmen - Re-Organization

1. SCHEDULE

- a) [7:00 PM – Public Hearing- Medical Marijuana Growing Facility- Centech Park](#)
- b) [Joint Meeting with Cable - Verizon, Franchise Renewal](#)
- c) [Lawn Maintenance –True Green](#)

2. APPOINTMENTS

- a) Town Administrator
[Sandhya Shenoy- Children’s Library Assistant \(Part Time\)-Grafton Library](#)
- b) Board of Selectmen
[Donald E. Clark – Historical Commission](#)
[Deborah Adams – Agricultural Committee](#)
[Scott Conway – Conservation Commission](#)

3. RESIGNATIONS -NONE

4. NEW BUSINESS

- a) [Vote to Sign Real Estate Research Consultants Inc Contract .- Revaluation of Residential, Commercial, Industrial and Exempt Real Property for FY 2017](#)

- b) [Vote to Sign Real Estate Research Consultants Inc. Contract –Revaluation of Personal Property FY 2017](#)
- c) [Vote to Sign Fire Apparatus Fleet Evaluation Contract](#)
- d) [Vote to Approve Chapter 90 – Millbury Street at Crosby Road](#)
- e) [Vote to Approve Chapter 90 – Grafton Common](#)
- f) [Vote to Approve One Day Beer & Wine License for the Board of Library Trustees](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) [Sidewalks](#)
- b) [Baseball Field Naming](#)

8. MEETING MINUTES

[2/16/16](#)
[4/19/16](#)

EXECUTIVE SESSION

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

ADJOURN

The Board of Selectmen will re-organize.

The Board of Selectmen will open the public hearing for a medical marijuana facility to be located in Centech Park at 12 Centennial Drive.



OFFICE OF THE BOARD OF SELECTMEN

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

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

LEGAL NOTICE

BOARD OF SELECTMEN

The Grafton Board of Selectmen will hold a public hearing in the Grafton High School Auditorium, Grafton High School, 24 Providence Road, Grafton, MA 01519 on Tuesday, May 24, 2016 at 7:00 PM.

This hearing will include a presentation from a medical marijuana growing facility to be located in Centech Park, 12 Centennial Drive, Grafton, MA 01536. In addition, there will be a discussion regarding the request for a letter of non-opposition to be provided to the Department of Public Health.

Interested citizens are invited to attend this public hearing.

Grafton Board of Selectmen

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

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Grafton News
Town Bulletin Board



Vicente Sederberg, LLC
VGR Law Firm, P.C.
109 State Street, Suite 404
Boston, MA 02109



April 22, 2016

Town of Grafton – Board of Selectmen
c/o Timothy McInerney, Town Administrator
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Re: Nature's Remedy of Massachusetts - Request for Board of Selectmen Meeting

Dear Mr. McInerney:

Please be advised that our firms represent Nature's Remedy of Massachusetts, Inc. ("Nature's Remedy"), a registered non-profit corporation in the Commonwealth that has submitted two applications to the Massachusetts Department of Public Health ("DPH") to operate Registered Marijuana Dispensaries ("RMDs"). One of the requirements for the RMD application process is for the applicant to obtain a letter of support or non-opposition from the municipality in which the applicant intends to locate.

On April 14, 2016, Nature's Remedy met with Town Planner Joseph Laydon, Town Administrator Timothy McInerney, Assistant Town Administrator Doug Willardson, and Conservation Agent Maria Mast to discuss the possibility of Nature's Remedy locating a RMD in the Town of Grafton. At that meeting, it was concluded that Nature's Remedy must attend a public hearing in front of the Board of Selectmen to request a letter of support or non-opposition to site a RMD in the Town.

Accordingly, Nature's Remedy is formally requesting to be added to the next available Board of Selectmen agenda to request a letter of support or non-opposition. In advance of the meeting, if individual members of the Board of Selectmen or other municipal officials would like to speak with Nature's Remedy to address any concerns and discuss potential benefits to the Town, we are available. We are also cognizant of open meeting requirements, however, and do not want to jeopardize our ability to work with the Town.

For the Board's review prior to the meeting, we have enclosed a packet with information about Nature's Remedy, an outline of our proposed security and operations plan, and a selection of studies and media attention regarding medical marijuana.

We look forward to the opportunity to meet with the Board of Selectmen. Please do not hesitate to contact our offices if you have any questions. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Valerio G. Romano", is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

Valerio G. Romano, Esq.

VGR/tc
Enclosures

VGR Law Firm, P.C.
Phone: (617) 307-4728
Fax: (617) 307-4729

Vicente Sederberg, LLC
Phone: (617) 934-2121
Fax: (617) 514-0008

NATURE'S REMEDY OF MASSACHUSETTS, INC.

About Nature's Remedy of Massachusetts, Inc.: Nature's Remedy of Massachusetts, Inc. ("Nature's Remedy") is a Massachusetts not-for-profit corporation that is currently applying for a Registered Marijuana Dispensary (RMD) registration through the Massachusetts Department of Public Health (DPH). Nature's Remedy has assembled a Management Team with a diverse set of talents to operate a RMD. The team's combined experience includes, but is not limited to running a small business; providing financial services and accounting; running a non-profit organization; cultivating and processing medical marijuana; and providing health care services. Nature's Remedy is interested in opening a RMD in the Town of Grafton. To this end, Nature's Remedy is seeking a letter of support or non-opposition from the Town of Grafton.

Robert Carr, Jr. (CEO): Robert brings over 26 years of business experience to Nature's Remedy's Executive Management Team. For the past 26 years, Robert has owned and operated Carr Construction, Inc., a general construction company that focuses on single-family housing developments and concrete paving and curbing subcontracts. For the past 7 years, Robert has served on the Board of Directors for the Webster House, a 127-year-old non-profit children's home. Robert will utilize his business and non-profit experience to manage a professional, patient-oriented dispensary.

John Brady (COO): John brings over 20 years of business experience to Nature's Remedy's Executive Management Team. From 2002 – 2013, John was CEO of a publically traded agricultural biotech firm in London. In 2013, John became Senior Vice President of Research and Development for Rx Green Solutions, a marijuana-focused nutrient company. Under John's guidance, Rx Green Solutions constructed and managed the only marijuana-focused nutrient research and development facility in the United States. John will work closely with the Executive Management Team to create and manage a state of the art cultivation and production facility.

Colleen Barbarita (CFO): Colleen has over 30 years of experience in the accounting and financial-consulting fields. Since 2000, Colleen has been the Principal of Colleen M. Barbarita, CPA, LLC where she specializes in tax return preparation, tax planning, budgeting, and consulting for individuals, corporations, partnerships, estates and trusts, and non-profits. Colleen has also served as a board member of the Webster House for 12 years, a 127-year-old non-profit children's home. Colleen will ensure financial sustainability, stability, and transparency with all of the Nature's Remedy's financial operations.

Rachelle Topping (Director of Cultivation): Rachelle has over 6 years of experience providing services for marijuana for medical purposes. Rachelle has been honing her medical marijuana cultivation technique since being diagnosed with Hodgkin's Lymphoma in her early 20's. Rachelle's experience began as an intern at Redfearn's Nursery where she learned the day to day operations of a commercial cultivation facility. Currently, Rachelle is founder of Cream, LLC, a consulting firm focused on helping patients grow medical marijuana for themselves. Rachelle will oversee cultivation

operations at Nature's Remedy with the goal of providing patients with safe and effective medicine.

Geoffrey Davis (Director of Security): Mr. Davis has over 45 years of law enforcement and security experience. From 1969 – 1975, Mr. Davis served as a Police Officer at Franklin & Marshall College where he helped establish the first campus police department. For the past 30 years, Mr. Davis has served President and Owner of Electronic Security Protections, Inc. (ESP). ESP focuses on emergency planning as well as designing and installing burglar alarms, fire alarms, card access systems, surveillance cameras, and hold up and panic systems. Mr. Davis will oversee all security operations at Nature's Remedy to ensure the highest standards of security and safety.

Maria Langley, RN, BSN (Chief Medical Officer): Maria has actively provided direct patient nursing care for the past eight years in acute care settings. Maria has provided care for patients spanning a wide demographic, including babies, infants, children, adults, and the elderly. Maria carefully evaluates every patient's needs on an individual basis and works to attain personal treatment goals ranging from life-saving to palliative care. As Chief Medical Officer, Maria will work closely with patients, caregivers, and their families to create alternative treatment plans that will best fit the patient's needs. Maria will also be responsible for implementing and overseeing Nature's Remedy's educational program.

Financials: Per the DPH requirements, \$500,000.00 has been committed to Nature's Remedy for this application, and Nature's Remedy has additional capital available.

Benefits to Grafton: Potential excise tax based on sales through the state legislature; property taxes; donations from Nature's Remedy, once profitable; jobs with benefits for local residents; and the ability to exercise control over the facility through local regulatory authority. Nature's Remedy also anticipates that local retail businesses will benefit from approximately 800 to 1,400 patients visiting the RMD on a monthly basis.

Security: The Regulations for the medical use of marijuana program have detailed security requirements located at 105 CMR 725.110. These requirements include, but are not limited to: limiting access to those authorized by the DPH under the program; destruction of excess marijuana; and advanced surveillance and security systems. In addition, Nature's Remedy plans to work closely with the Grafton Police Department to address any and all concerns of the Town.

Process: Nature's Remedy has submitted Phase I (the Application of Intent) and Phase II (the Management and Operations Profile) of its two RMD applications to the DPH, and the DPH has invited Nature's Remedy to submit Phase III (the Siting Profile). One of the requirements for the Siting Profile is to obtain a letter of support or non-opposition from the proposed municipality in which the applicant intends to locate. As such, Nature's Remedy is seeking such a letter from the Town of Grafton.

Program: The Medical Use of Marijuana Program in Massachusetts is one of the most highly regulated programs in the country. The program is designed to provide safe medicine (tested for pesticides, metals, microbes, and concentration) exclusively to patients who have been approved by their doctors and the Massachusetts Department of Public Health. Additionally, the program requires implementation of a real time "seed to sale" tracking system which securely tracks and controls the amounts of marijuana from the time it is planted until the time it is sold to patients for medical use.

The DPH Letter of Support or Non-Opposition Template is attached to this letter.

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant must submit a letter of support or non-opposition from both municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead.

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

*I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].
I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.*

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

Signature (add more lines for signatures if needed)

Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____



Vicente Sederberg, LLC
VGR Law Firm, P.C.
109 State Street, Suite 404
Boston, MA 02109



THE BENEFITS OF MEDICAL MARIJUANA: STUDIES AND MEDIA ATTENTION

As medical marijuana programs continue to be legalized in states throughout the country, the academic, scientific, and medical communities have begun publishing studies demonstrating the medicinal benefits of marijuana. Below, please find summaries of seven studies on medical marijuana conducted by leading institutions and an example of the media attention that has resulted from such studies. Please note that these studies are not meant to serve as an exhaustive compilation of all of the research in this emerging field.

A study conducted by Wayne State University Medical School in 2013 focused on the growing body of research supporting the proposition that the use of medicinal marijuana is associated with a **decline in the use of prescription drugs, including opiates**. This study found that medical marijuana patients consistently reported using marijuana to substitute or wean off prescription narcotic drugs. In the study, all of the interviewed patients reported having reduced their overall prescription drug use, especially the use of opiates, by using medical marijuana.¹

Another study, conducted by the American Medical Association examined the association between state medical cannabis laws (i.e. the legalization of medicinal marijuana) and opioid mortality rates. This study, which analyzed data from all 50 states, concluded that the states that enacted medical cannabis laws had a **24.8% lower mean annual opioid overdose mortality rate** compared with the states without medical cannabis laws.²

A widely cited 2012 joint study published by the University of Colorado and the Institute for the Study of Labor analyzed large national data sets of self-reported marijuana use by high school students in the years leading up to and following the enactment of medical marijuana laws. The researching economists concluded that their **results were not consistent with the hypothesis that the legalization of medical marijuana caused an increase in the use of marijuana and other substances** among high school students.³

Using surveys of 1,098,270 adolescents between 1991 and 2014, Lancet Psychiatry published a 2015 study that analyzed data to determine (1) whether marijuana use was higher overall in states that passed a medical marijuana law up to 2014; and (2) whether the risk of marijuana use changed after passage of medical

¹ Peters II, David C., *Patients and Caregivers Report Using Medical Marijuana to Decrease Prescription Narcotics Use*, HUMBOLDT J. OF SOC. REL., WAYNE STATE UNIVERSITY SCHOOL OF MEDICINE (2013).

² Bachhuber MD, Marcus A., *Medical Cannabis Laws and Opioid Analgesic Overdose Mortality in the United States, 1999 – 2010*, J. AMER. MED. ASSOC. INTERNAL MEDICINE (2014).

³ Anderson, D. Mark, *Medical Marijuana Laws and Teen Marijuana Use*, UNIVERSITY OF COLORADO AND THE INSTITUTE FOR THE STUDY OF LABOR (2012).

marijuana laws. The results of the study suggest that **passage of state medical marijuana laws do not increase adolescent use of marijuana.**⁴

Analyzing the data from the U.S. National Survey on Drug Use in Households (NSDUH), a study published by the International Journal of Drug Policy further confirmed the Lancet Psychiatry study by concluding that, when the NSDUH data is properly analyzed, there is no evidence of a significant increase in youth marijuana use after the implementation of state medical marijuana laws. In addition to confirming the Lancet Psychiatry study, the International Journal of Drug Policy study rebutted Stolzenberg, D'Alessio, and Dariano's contrary conclusion because Stolzenberg et al. did not control for the fact that states that passed medical marijuana laws from 2002-2011 tend to already have higher past-month marijuana use before passing medical marijuana laws.⁵

A National Highway Traffic Safety Administration study on drug and alcohol crash risk found that analyses incorporating adjustments for age, gender, ethnicity, and alcohol concentration level **did not show a significant increase in crash risk associated with the presence of THC** or illegal drugs. The study shows that crash risk grows exponentially with increasing breath alcohol concentration, whereas the presence of THC in the drivers' blood or oral fluid results in much lower or no elevated crash risk estimates.⁶

Researchers at the University of Texas at Dallas analyzed the relationship between medical marijuana laws and crime rates and found that **medical marijuana laws are not predictive of increased crime rates and may relate to a decrease in the rates of homicide and assault.** Furthermore, robbery and burglary rates in states with medical marijuana laws were not affected, contrary to the assumption that dispensaries and cultivation facilities lead to an increase in victimization.⁷

The results of these studies—and many others like them—are not being ignored by the mainstream media. Dr. Sanjay Gupta, CNN's Chief Medical Correspondent, published an article in 2013 titled "Why I Changed My Mind on Weed". In his article, Dr. Gupta apologized for his previous article from 2009 titled "Why I Would Vote No on Pot" stating that he jumped to conclusions before doing adequate research and was "too dismissive of the loud chorus of legitimate patients whose symptoms improved on cannabis." Dr. Gupta went on to produce a documentary showing the benefits of medicinal marijuana that won the 2015 Alfred I duPont Award for Journalism from Columbia University.⁸

⁴ Hasin, Deborah S. et al., *Medical marijuana laws and adolescent marijuana use in the USA from 1991 to 2014: results from annual, repeated cross-sectional surveys*, THE LANCET PSYCHIATRY, June 16, 2015. [http://www.thelancet.com/pdfs/journals/lanpsy/PIIS2215-0366\(15\)00217-5.pdf](http://www.thelancet.com/pdfs/journals/lanpsy/PIIS2215-0366(15)00217-5.pdf)

⁵ Wall, Melanie M., et. Al., *Prevalence of marijuana use does not differentially increase among youth after states pass medical marijuana laws: Commentary on Stolzenberg et al. (2015) and reanalysis of US National Survey on Drug Use in Households date 2002-2011*. INTERNATIONAL JOURNAL OF DRUG POLICY. January 21, 2016. [http://www.ijdp.org/article/S0955-3959\(16\)00038-4/pdf](http://www.ijdp.org/article/S0955-3959(16)00038-4/pdf).

⁶ Compton, Richard P. and Berning, Amy, *Drug and Alcohol Crash Risk*, NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION, February 2015,

⁷ Morris, Robert G., et al., *The Effect of Medical Marijuana Laws on Crime: Evidence from State Panel Data, 1990-2006*, UNIVERSITY OF TEXAS AT DALLAS, Program in Criminology, March 2014,

⁸ *Weed: A CNN Special Report by Dr. Sanjay Gupta* (CNN television broadcast 2013), available at https://www.youtube.com/watch?v=hrVXRZY1_x0.

These studies provide a glimpse into the benefits of medicinal marijuana and the questions researchers are exploring in this new area of study. As previously mentioned, this list of studies is not exhaustive and we are continuously keeping abreast of new research and discoveries. Please do not hesitate to reach out with any additional questions or for copies of the studies described herein.

**Rushwan Brothers Realty Inc.
75 Southwest Cutoff
Worcester, MA 01604
508-752-2836**

May 13, 2016

Town of Grafton
Office of the Town Manager
30 Providence Road
Grafton, MA 01519
Attn: Tim McInerney, Town Manager

RE: Request for non-opposition letter / marijuana facility.

Dear Tim,

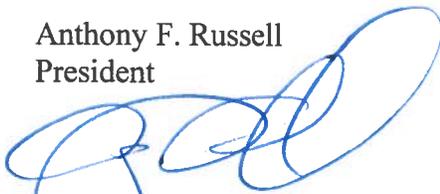
Enclosed please review a letter that we have sent to the Board of Selectmen in regards to the request for a letter of non-opposition to be provided to the Department of Public Health.

It is our intention to oppose this type of use/development as stated in our enclosed letter.

Please contact me with any questions that may arise.

Cordially,
Rushwan Brothers Realty Inc.

Anthony F. Russell
President



AFR/jk

**Rushwan Brothers Realty Inc.
75 Southwest Cutoff
Worcester, MA 01604
508-752-2836**

May 13, 2016

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

Attn: Craig Dauphinais, Chairman via Certified Mail #7015 0640 0003 4205 3019

RE: Marijuana growing facility request at Selectmen Meeting, May 24, 2016

Dear Mr. Chairman,

Our company owns approximately 140 acres of land, zoned commercial / industrial, directly abutting the land at Centech Park / Centennial Dr., North Grafton MA for in excess of 25 years.

We have received notification that the Board of Selectman will be holding a public hearing on Tuesday, May 24, 2016 requesting a letter of non-opposition to be provided to the Department of Public Health.

It has been proven not only in the State of Massachusetts but also throughout the country where this type of use/development has been allowed, that it prohibits existing and future industrial/commercial growth for the neighboring adjacent land owners throughout the community.

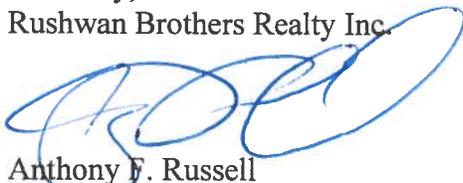
We don't believe the Town of Grafton should support any type of use/development that will ultimately stymie future growth in the community, whereas the requested area for this use/development has tremendous future potential for non offensive growth.

Many companies with this type of use/development have requested to acquire our land of which we have refused, given the infancy of our land development. The company selling the land for this use/development would have denied this buyer, when the seller was in the infancy of their land development. Therefore, the seller of this land has no regard for the Town of Grafton's future economic growth.

Our company is adamantly in opposition to the Town of Grafton providing a letter of non-opposition to be provided to the Department of Public Health. Our company is prepared to oppose this type of use/development at all levels of appeal if available.

Please read this letter at the Selectmen Meeting of May 24, 2016 and feel free to contact us with any questions that may arise.

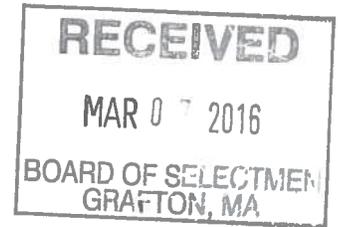
Cordially,
Rushwan Brothers Realty Inc.



Anthony F. Russell
President

The Board and Cable Oversight Committee will meet jointly to discuss the Verizon Franchise Renewal.

Pamela N. Goldstein
Assistant General Counsel
500 Summit Lake Drive, 4th Floor
Valhalla, NY 10595
(914) 801-9770
pamela.goldstein@verizon.com



By U.S. Postal Service Certified Mail

March 2, 2016

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

**Re: Franchise Renewal Notice Requesting Commencement of Formal
Renewal Proceedings under Section 626 of the Communications Act**

Dear Honorable Selectmen:

Verizon New England Inc. (“Verizon”) appreciates the opportunity to provide competitive cable service in the Town of Grafton (the “Town”). Our records indicate that the cable television license granted by the Town and held by Verizon expires on October 13, 2018. Section 626 of the Communications Act of 1934, as amended, delineates formal procedures to be followed to renew cable television licenses that must be invoked 30 – 36 months prior to license expiration or certain protections may be lost. As we are now in that time frame, by way of this letter Verizon gives notice that it seeks renewal of its cable television license and respectfully requests that the Town commence renewal proceedings pursuant to Section 626(a).

While Verizon seeks to preserve its rights under the formal renewal process, the Communications Act also authorizes franchise renewal through good faith, informal negotiations. Section 626(h) contemplates an alternative renewal process that also affords public notice and opportunity for comment but does not require strict adherence to the substantive and procedural requirements outlined in the statute. I have enclosed a copy of Section 626 of the Communications Act for your review. The informal approach may be mutually beneficial. With the understanding that proceeding in this manner will not waive any of the rights of the parties under the formal process, Verizon is agreeable to discussing the terms of a renewal agreement with the Town on an informal basis at a mutually convenient time.

Verizon is proud to serve the residents of Grafton. We will contact you shortly to schedule a meeting to determine how best to proceed. We look forward to meeting with you and working with you on the license renewal.

Very truly yours,


Pamela N. Goldstein

Enclosure: Communications Act Section 626 (47 U.S.C. § 546)



**OFFICE OF THE
TOWN ADMINISTRATOR**

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

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

By U.S. Postal Service Certified Mail and Email

April 4, 2016

Pamela Goldstein
Assistant General Counsel
Verizon Communications Inc.
500 Summit Lake Drive, 4th Floor
Valhalla, NY 10595

Monica Azare, Vice President and Deputy General Counsel
Verizon
140 West Street, 6th Floor
New York, NY 10007

Donna C. Cupelo, President
Verizon New England, Inc.
125 High Street
Boston, MA 02110

Re: Town of Grafton, Massachusetts Renewal Process and Ascertainment

Dear Ms. Goldstein et al:

I am writing on behalf of the Town of Grafton, Massachusetts cable television Franchising Authority responding to Verizon's March 2, 2016 letter providing notice to the Town of Verizon's commencing proceedings to seek renewal of its Grafton cable franchise pursuant to Section 626(a) of the federal Cable Act. We look forward to a renewal process that will be collaborative and mutually beneficial for the Town, Verizon and the public. As contemplated by the Cable Act, the Town is and will be conducting public ascertainment proceedings to identify community cable-related needs and interests, including at least one public ascertainment hearing and meetings on customary local programming and I-Net-related needs, technology assessment, customer service and related matters. I look forward to contacting you about finding mutually convenient dates for a public ascertainment hearing and related ascertainment.

Like many municipalities, Grafton here will be proceeding under both the Cable Act informal and formal franchise renewal frameworks pursuant to 47 U.S.C. 546. The Issuing Authority is hopeful of renewing under the informal framework, and also reserves its rights under the Cable Act formal framework in which it will hold a public ascertainment hearing. Thus we anticipate a "dual track" informal and formal process as permitted by (and commonly used under) the Cable Act. As always, please feel free to contact me if you have any questions whatsoever.

Regards,



Timothy P. McInerney
Town Administrator

cc: Board of Selectmen, Town of Grafton
Jill Reddish, Verizon

SEC. 626. [47 U.S.C. 546] RENEWAL.

(a)(1) A franchising authority may, on its own initiative during the 6-month period which begins with the 36th month before the franchise expiration, commence a proceeding which affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term. If the cable operator submits, during such 6-month period, a written renewal notice requesting the commencement of such a proceeding, the franchising authority shall commence such a proceeding not later than 6 months after the date such notice is submitted.

(2) The cable operator may not invoke the renewal procedures set forth in subsections (b) through (g) unless--

(A) such a proceeding is requested by the cable operator by timely submission of such notice; or

(B) such a proceeding is commenced by the franchising authority on its own initiative.

(b)(1) Upon completion of a proceeding under subsection (a), a cable operator seeking renewal of a franchise may, on its own initiative or at the request of a franchising authority, submit a proposal for renewal.

(2) Subject to section 624, any such proposal shall contain such material as the franchising authority may require, including proposals for an upgrade of the

cable system.

(3) The franchising authority may establish a date by which such proposal shall be submitted.

(c)(1) Upon submittal by a cable operator of a proposal to the franchising authority for the renewal of a franchise pursuant to subsection (b), the franchising authority shall provide prompt public notice of such proposal and, during the 4-month period which begins on the date of the submission of the cable operator's proposal pursuant to subsection (b), renew the franchise or, issue a preliminary assessment that the franchise should not be renewed and, at the request of the operator or on its own initiative, commence an administrative proceeding, after providing prompt public notice of such proceeding, in accordance with paragraph (2) to consider whether--

(A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;

(B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;

(C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and

(D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

(2) In any proceeding under paragraph (1), the cable operator shall be afforded adequate notice and the cable operator and the franchise authority, or its designee, shall be afforded fair opportunity for full participation, including the right to introduce evidence (including evidence related to issues raised in the proceeding under subsection (a)), to require the production of evidence, and to question witnesses. A transcript shall be made of any such proceeding.

(3) At the completion of a proceeding under this subsection, the franchising authority shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and transmit a copy of such decision to the cable operator. Such decision shall state the reasons therefor.

(d) Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) shall be based on one or more adverse findings made with respect to the factors described in subparagraphs (A) through (D) of subsection (c)(1), pursuant to the record of the proceeding under subsection (c). A franchising authority may not base a denial of renewal on a failure to substantially comply with the material terms of the franchise under subsection (c)(1)(A) or on events considered under subsection (c)(1)(B) in any case in which a violation of the franchise or the events considered under subsection (c)(1)(B) occur after the

effective date of this title unless the franchising authority has provided the operator with notice and the opportunity to cure, or in any case in which it is documented that the franchising authority has waived its right to object, or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice.

(e)(1) Any cable operator whose proposal for renewal has been denied by a final decision of a franchising authority made pursuant to this section, or has been adversely affected by a failure of the franchising authority to act in accordance with the procedural requirements of this section, may appeal such final decision or failure pursuant to the provisions of section 635.

(2) The court shall grant appropriate relief if the court finds that--

(A) any action of the franchising authority, other than harmless error, is not in compliance with the procedural requirements of this section; or

(B) in the event of a final decision of the franchising authority denying the renewal proposal, the operator has demonstrated that the adverse finding of the franchising authority with respect to each of the factors described in subparagraphs (A) through (D) of subsection (c)(1) on which the denial is based is not supported by a preponderance of the evidence, based on the record of the proceeding conducted under subsection (c).

(f) Any decision of a franchising authority on a proposal for renewal shall not be considered final unless all administrative review by the State has occurred or the opportunity therefor has lapsed.

(g) For purposes of this section, the term "franchise expiration" means the date of the expiration of the term of the franchise, as provided under the franchise, as it was in effect on the date of the enactment of this title.

(h) Notwithstanding the provisions of subsections (a) through (g) of this section, a cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this section have commenced). The provisions of subsections (a) through (g) of this section shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with subsections (a) through (g).

(i) Notwithstanding the provisions of subsections (a) through (h), any lawful action to revoke a cable operator's franchise for cause shall not be negated by the subsequent initiation of renewal proceedings by the cable operator under this section.

TruGreen representatives Mike Mello, Tim Sibicky and Gary Entwistle will address the Board regarding Lawn Maintenance for the Town.

Process

- TruGreen's policy is to notify all customers, including municipalities, ahead of serving any property. TruGreen did notify Grafton Department of Public Works manager Phil Johnson via phone call of our planned service. As per our agreement with the city, we proceed with service, after notification, unless we are told otherwise.
- After every service, TruGreen leaves notification flags on the serviced property which we instruct our customers to leave up for 24 hours, according to product label. This was done in accordance with our policy at our most recent service of the Grafton common.
- We use only products meeting rigorous testing of USEPA and State of MA, maintain our license to apply from the state and apply according to label.
- TruGreen practices Integrated Pest Management (IPM), which is a process used to keep lawns healthy while reducing the need for herbicide. As part of our IPM strategy, TruGreen works closely with the Department of Public Works to ensure the proper selection and maintenance (mowing, pruning, and irrigation) of city parks and greens. Keeping landscapes healthy reduces susceptibility to disease and reduces the need for herbicide treatment. When herbicide treatment is needed, we only treat the affected plant – only what is needed, only when it's needed.

Safety

- Simply put, TruGreen does not use products that are known or probable carcinogens.
- Products approved for TruGreen use do not contain active ingredients that meet the International Agency for Research on Cancer or the U.S. Environmental Protection Agency classification as known or probable carcinogens, nor are likely to be carcinogenic.
- The products are applied in a highly dilute solution as instructed by the manufacturer's label. A typical fertilizer and weed control mixture will consist of 92% water. As a secondary precaution, TruGreen developed a product delivery system that delivers the diluted product in large droplets. This system minimizes the opportunity for contact with humans and pets, as well as minimizing drift onto non-target areas. Our granular products are typically less than 1% active ingredient.

TruGreen's TruNatural Program offers an organic alternative approach to traditional lawn care programs.

- It is a 100 percent natural organic fertilizer-only program customized for soils and turf in your local area and includes all-natural fertilizers that stimulate root and shoot growth as well as turf greening and thickening.

- The program consists of balanced, slow-release natural fertilizers in a granular form made from all natural products, with no urea or synthetic ingredients.
- The fertilizer is specially made to be dust free and to minimize odor.
- Natural fertilizers produce good results but take longer to work than traditional lawn care programs.
 - They work by thickening your turf, not by eliminating your weeds.
 - With the TruNatural Program, TruGreen does not apply any weed-control products.
 - There are no organic weed control products available to date, but if our customers would like TruGreen to remove their weeds, we will gladly arrange for spot spray upon request.

Our Service

- Professional application ensures that government-mandated standards are followed to provide the maximum benefit to both the environment and the homeowner. Trained, licensed lawn care specialists are committed to doing lawn and landscape treatments properly. Our certified lawn specialists are trained, licensed, bonded and insured. Rigorous training sets them apart from well-meaning do-it-yourselfers, who often inadvertently overuse lawn care compounds.
- TruGreen specialists participate in the TruGreen[®] AdvantEDGE* training series, which is an industry-leading program that consists of intensive multi-week training in the classroom and on-the-job mentoring. Senior specialists carefully coach new associates through a mentoring program that includes ongoing on-the-job training, as well. Through this extensive training program, lawn specialists learn how to properly inspect and service green spaces by first inspecting and then treating the space based on the specific needs of that space. Lawn specialists also learn how to consult customers about cultural maintenance practices like watering and mowing tips specific to each green space.

If the Board is in agreement, the Board will vote to affirm the appointment of Sandhya Shenoy as a Part-Time Children's Library Assistant. Her start date will be May 26, 2016.

GRAFTON PUBLIC LIBRARY
MEMORANDUM

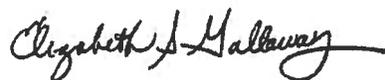
TO: Tim McInerney
FROM: Beth Gallaway
SUBJECT: Library Appointment
DATE: May 17, 2016
CC: Joan Chase, HR; Doug Willardson

We received eleven applications for the two vacant Children's Library Assistant positions that closed April 11, 2016.

We invited four qualified candidates for interviews and four accepted. A team of three staff members met with all four candidates, and a fourth staff member conducted a library tour with each candidate. We are in agreement that we would like to offer one of the positions to Sandhya Shenoy, a longtime library user with previous experience working with children and their caregivers. Sandhya also has experience working in a library, working with technology, and marketing. She is familiar with a wide range of children's literature and adult fiction and nonfiction as is a reader as well.

Sandhya is a Grafton resident with two daughters in the Grafton school district. She has been a Destination Imagination coach and assisted with student banking. Sandhya's cheerful personality will be a beacon for youth and their caregivers, and I feel she will be a good fit with our Children's department, and our staff as a whole. References were glowing.

Sandhya's cover letter, resume, references and application are attached and we are excited to welcome her to our team with a start date of May 26. Thank you for your consideration.



If the Board is in agreement, the Board will make a motion to appoint Donald E. Clark to the Historical Commission.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: May 2, 2016

Name: Donald E Clark

Home Address: 34 North Street
GRAFTON, MA 01519

Mailing Address: 34 North Street
GRAFTON, MA 01519

Phone Number(s): (508)839-4866 - Home

Email Address: Clarkdon@verizon.net

Current Occupation/Employer: Retired

Narrative:

Board(s) / Committee(s): CHARTER REVIEW COMMITTEE
 HISTORICAL COMMISSION

If the Board is in agreement, the Board will make a motion to appoint Deborah Adams to the Agricultural Committee.



Cindy Ide <idec@grafton-ma.gov>

[Town of Grafton MA] rejoining the Ag. Committee

1 message

deborah.adams100@gmail.com <deborah.adams100@gmail.com>
To: BOSGroup@grafton-ma.gov

Wed, May 11, 2016 at 9:46 AM

Hello Town Administrator's Office,

deborah adams (deborah.adams100@gmail.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:

I would like to be reappointed to the Agricultural Committee

If the Board is in agreement, the Board will make a motion to appoint Scott M. Conway to the Conservation Commission.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: May 3, 2016

Name: Scott M Conway

Home Address: 18 Brookmeadow Lane
SOUTH GRAFTON, MA 01560

Mailing Address: 18 Brookmeadow Lane
SOUTH GRAFTON, MA 01560

Phone Number(s): (707)-266-9297 - Home

Email Address: grafton@conways.mobi

Current Occupation/Employer: Chief Operating Officer

Narrative: After many years of commuting to Boston, I have resigned to pursue other personal goals, so I have plenty of time. I have a double Masters & MBA primarily focused on operations, technology, finance, HR (where I have an SPHR certification) and project management. I also come from a family of city managers so I am very familiar with how things operate as well as how better strategies can be put into place. More of my background can be found on LinkedIn (<https://www.linkedin.com/in/scottmconway>).

As for experience:

Recreation Committee - I have been working with the department recently for the upcoming Gazebo race. They seem like a team that I would enjoy working with. As well as having been a Grafton youth soccee coach, I have been a DI collegiate head coach at UNC and Fordham as well as a coach at the US national team rugby camp. In my younger years, I had worked for my town's rec department, spearheading the softball, basketball, and soccer programs.

Conservation Committee - My property is part wetlands, and I am rather familiar with the rules. As part of the development of Brookmeadow Village, I built a large portion of the hiking trails in South Grafton, and I continue to spend a great deal of time maintaining them.

Emergency Management - I am a Emergency First Responder as well as a rescue diver. I also have quite a list of rescues over the past few years.

Recycling - I am a very strong advocate for recycling, and see a real issue in this town. I spearheaded a team for the recent clean-up day, and it is clear that trash and recycling plans need attention as too much is all over our roads. We also have an alcohol issue based on the numerous bottles strewn along the roadsides.

Board(s) / Committee(s): CONSERVATION COMMISSION
 EMERGENCY MANAGEMENT
 RECREATION COMMISSION
 RECYCLING COMMITTEE

If the Board is in agreement the Board will vote to sign Real Estate Research Consultants Inc. contract for revaluation of Residential, Commercial, Industrial and Exempt Real Property for FY2017.

**CONTRACT
FOR
FY2017 REAL PROPERTY DATA COLLECTION AND REVALUATION PROGRAM**

THIS AGREEMENT made the _____th day of _____ in the year Two Thousand Sixteen, by Real Estate Research Consultants Inc., a corporation registered to do business in the Commonwealth of Massachusetts, with a principal place of business of 1538 Turnpike Street, North Andover, MA 01845, hereinafter called the "Contractor," and the Town of Grafton, a Massachusetts municipality with an address of 30 Providence Road, Grafton, Massachusetts, 01519, hereinafter called the "Town," for the consideration hereinafter named, agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Contractor shall complete a revaluation of residential, commercial, industrial and exempt real property for Fiscal Year 2017, assessment date January 1, 2016, and new growth through June 30, 2016. The Contractor shall furnish all labor, insurance and vehicles to provide this revaluation in accordance with the Scope of Services contained in the Invitation to Bid entitled "FY2017 Real Property Data Collection and Revaluation Program." This is a non-exclusive contract.

ARTICLE 2 – THE CONTRACT SUM

Upon the Contractor's satisfactory performance under the terms of this contract, which shall be determined solely by the Town, the Town shall pay the Contractor \$65,000.00.

ARTICLE 3 – TERM

The work to be performed under this contract shall commence April 1, 2016, and shall be completed by September 30, 2016. Time is of the essence for the completion of the Contract.

ARTICLE 4 – THE CONTRACT DOCUMENTS

The Contract Documents consist of the following documents:

- a) this Contract;
- b) the Scope of Services contained in the Invitation to Bid entitled "FY2017 Real Property Data Collection and Revaluation Program;" and
- c) the Contractor's responsive bid and attachments dated March 9, 2016.

Said documents are fully a part of the contract as if attached hereto or repeated herein. The contract documents represent the entire agreement between the parties; any modifications shall be without force and effect unless and until they are reduced to writing and signed by both parties.

ARTICLE 5 – BONDS

Not applicable.

ARTICLE 6 – INSURANCE

The Contractor shall purchase and maintain such insurance as will protect the Town and the Contractor from claims which may arise under this Contract, including operations performed for the named insured by independent contractors in the following amounts:

Workman's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 CSL
Automobile	\$1,000,000 CSL

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.

The Contractor shall obtain required insurance before the start of work 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.

ARTICLE 7 – LIABILITY

To the fullest 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.

ARTICLE 8 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision or law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 9 – NO EMPLOYMENT

The Contractor's employee, servants and agents shall be not be deemed to be Town employees for either workman's compensation or unemployment compensation purposes, or for any other purpose.

ARTICLE 10 – 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, limited, or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

ARTICLE 11 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal and State law 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, gender, religion, physical or mental handicap, or sexual orientation.

ARTICLE 12 – ASSIGNMENT

The Contractor shall not assign or in any way transfer any interest in this agreement without prior written consent of the Town and shall not assign any monies payable under this contract, except by and with the written

consent of the Town. None of the services to be provided by the Contractor pursuant to this agreement shall be subcontracted to any other organization, association, individual, partnership, or group of individuals, without the prior written consent of the Town.

ARTICLE 13 – 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.

ARTICLE 14 – TERMINATION AND DEFAULT

14.1 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.

14.2 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.

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

- 1) 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,
 - iv. discontinuance of the services for reasons not beyond the Contractor's reasonable control,
 - v. failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination,
 - vi. any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and
 - vii. failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

ARTICLE 15 – 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.

ARTICLE 16 – 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.

ARTICLE 17 – 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).

ARTICLE 18 – CONDITIONS OF ENFORCEABILITY

This Contract is only binding upon, and enforceable against, the Town if: the Contract is signed by the Board of Selectmen or its designee; and all other required signatures are obtained, including the endorsement by the Town Accountant certifying the availability of funds.

CONTRACTOR:



Authorized Signature



FEDERAL ID NUMBER

Date

Approved as to Availability of Funds:
Town Accountant

Approved as to Form:
Town Counsel

BOARD OF SELECTMEN

CERTIFICATE OF STATE TAX COMPLIANCE

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

Brian J. Pelletier, Pres., authorized signatory for

name of signatory

Real Estate Research Consultants Inc whose

name of contractor

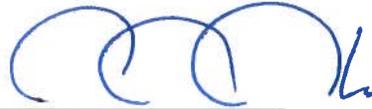
principal place of business is at 1538 Turnpike St., North Andover,

MA does hereby certify under the pains and penalties of perjury

that Real Estate Research Consultants, Inc. has

name of contractor

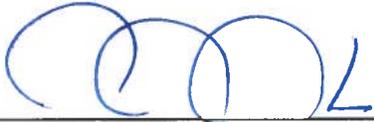
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Brian J. Pelletier, President

CERTIFICATE OF NON-COLLUSION

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



(Signature of individual submitting bid)

Brian J. Pelletier, President

(Name (typed) of individual submitting bid)

Real Estate Research Consultants, Inc.

(Name of business)

If the Board is in agreement the Board will vote to sign Real Estate Research Consultants Inc. contract for revaluation of Personal Property FY2017.

**CONTRACT
FOR
FY2017 PERSONAL PROPERTY DATA COLLECTION AND REVALUATION PROGRAM**

THIS AGREEMENT made the ____th day of _____ in the year Two Thousand Sixteen, by Real Estate Research Consultants Inc., a corporation registered to do business in the Commonwealth of Massachusetts, with a principal place of business of 1538 Turnpike Street, North Andover, MA 01845, hereinafter called the "Contractor," and the Town of Grafton, a Massachusetts municipality with an address of 30 Providence Road, Grafton, Massachusetts, 01519, hereinafter called the "Town," for the consideration hereinafter named, agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Contractor shall complete a revaluation of all personal property for Fiscal Year 2017, assessment date January 1, 2016. The Contractor shall furnish all labor, materials, equipment, insurance and vehicles to provide this revaluation in accordance with the Scope of Services contained in the Invitation to Bid entitled "FY2017 Personal Property Data Collection and Revaluation Program". This is a non-exclusive contract.

ARTICLE 2 – THE CONTRACT SUM

The Town shall pay the Contractor for the performance of this contract in the amount of \$50.00 per account plus \$1,000.00 for utility, wireless, and cable company review and valuation, an estimated total of \$16,750.00, upon satisfactory completion in the sole opinion of the Town.

ARTICLE 3 – TERM

The work to be performed under this contract shall commence April 1, 2016, and shall be completed by September 30, 2016. Time is of the essence for the completion of the Contract.

ARTICLE 4 – THE CONTRACT DOCUMENTS

The Contract Documents consist of the following documents:

- a) this Contract;
- b) the Scope of Services contained in the Invitation to Bid entitled "FY2017 Real Property Data Collection and Revaluation Program;" and
- c) the Contractor's responsive bid and attachments dated March 9, 2016.

Said documents are fully a part of the contract as if attached hereto or repeated herein. The contract documents represent the entire agreement between the parties; any modifications shall be without force and effect unless and until they are reduced to writing and signed by both parties.

ARTICLE 5 – BONDS

Not applicable.

ARTICLE 6 – INSURANCE

The Contractor shall purchase and maintain such insurance as will protect the Town and the Contractor from claims which may arise under this Contract, including operations performed for the named insured by independent contractors in the following amounts:

Workman's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 CSL
Automobile	\$1,000,000 CSL

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.

The Contractor shall obtain required insurance before the start of work 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.

ARTICLE 7 – LIABILITY

To the fullest 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.

ARTICLE 8 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision or law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 9 – NO EMPLOYMENT

The Contractor's employee, servants and agents shall be not be deemed to be Town employees for either workman's compensation or unemployment compensation purposes, or for any other purpose.

ARTICLE 10 – 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, limited, or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

ARTICLE 11 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal and State law 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, gender, religion, physical or mental handicap, or sexual orientation.

ARTICLE 12 – ASSIGNMENT

The Contractor shall not assign or in any way transfer any interest in this agreement without prior written consent of the Town and shall not assign any monies payable under this contract, except by and with the written

consent of the Town. None of the services to be provided by the Contractor pursuant to this agreement shall be subcontracted to any other organization, association, individual, partnership, or group of individuals, without the prior written consent of the Town.

ARTICLE 13 – 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.

ARTICLE 14 – TERMINATION AND DEFAULT

14.1 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.

14.2 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.

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

- 1) 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,
 - iv. discontinuance of the services for reasons not beyond the Contractor's reasonable control,
 - v. failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination,
 - vi. any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and
 - vii. failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

ARTICLE 15 – 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.

ARTICLE 16 – 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.

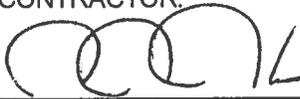
ARTICLE 17 – CERTIFICATION OF TAX COMPLIANCE

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).

ARTICLE 18 – CONDITIONS OF ENFORCEABILITY

This Contract is only binding upon, and enforceable against, the Town if: the Contract is signed by the Board of Selectmen or its designee; and all other required signatures are obtained, including the endorsement by the Town Accountant certifying the availability of funds.

CONTRACTOR:



Authorized Signature

04-2763265

FEDERAL ID NUMBER

Date

BOARD OF SELECTMEN

Approved as to Availability of Funds:
Town Accountant

Approved as to Form:
Town Counsel

CERTIFICATE OF STATE TAX COMPLIANCE

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

Brian J. Pelletier, Pres, authorized signatory for

name of signatory

Real Estate Research Consultants Inc whose

name of contractor

principal place of business is at 1538 Turnpike St., North Andover,

MA does hereby certify under the pains and penalties of perjury

that Real Estate Research Consultants, Inc. has

name of contractor

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



Brian J. Pelletier, President

CERTIFICATE OF NON-COLLUSION

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



(Signature of individual submitting bid)

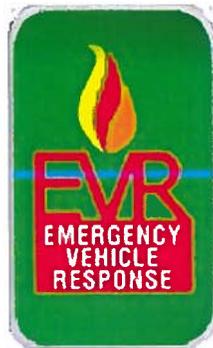
Brian J. Pelletier, President

(Name (typed) of individual submitting bid)

Real Estate Research Consultants, Inc.

(Name of business)

If the Board is in agreement, the Board will vote to sign the Fire Apparatus Fleet Evaluation Contract



Christiana Fire Company Stations 3, 6 and 12
Fire Apparatus Fleet Review and Assessment



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1.0 Overview:

The Christiana Fire Company through the request of Deputy Chief Kevin Cowperthwait engaged the services of Emergency Vehicle Response to analyze the fire apparatus fleet and maintenance provisions to enable the fire company to adopt a comprehensive fleet replacement program. This study will review the fire company's apparatus, equipment and maintenance provisions for each suppression unit. The overall goal is to provide the Christiana Fire Company with a long range plan to develop replacement strategies, financial planning and an improvement plan to insure safe operations and deployment practices to enhance fire protection.

The fire company in the past had acquired new apparatus when needed and at one point operated with five engines, two rescue-engines, one 75 foot quint and one 100 foot rear mount aerial ladder. While past practice has been to provide a modern fleet of apparatus with units assigned to each of the three fire stations in November, 2007 the fire company signed a contract with Seagrave Fire Apparatus to supply five identical rescue engines designed to replace all current major vehicles in the fleet with the exception of Ladder 12. Seven units of various vintages were taken in on trade with a subsequent reduction in the overall size of the fleet. The impact of this large acquisition has now created a condition where several of the rescue engines have developed reoccurring mechanical issues, all rescue engine apparatus are at the limit of the chassis rear axle weight rating and the fleet is aging all at the same time.

Between March and May, 2014 the staff of Emergency Vehicle Response performed several days of field work and analysis to gather information and review available records on the apparatus and maintenance provisions. Maintenance and testing records for the past three years together with onsite inspections of each individual apparatus were conducted to gain information on fire company programs, policies and response patterns to alarms.

Emergency Vehicle Response personnel also conducted an overall review of the land area, development and structural conditions in the first due response area in order to identify the apparatus and equipment requirements that would be appropriate for the area. Each piece of apparatus was thoroughly examined and evaluated with respect to operational capabilities, physical and mechanical condition as well as maintenance and repair history. This information was utilized to evaluate the suitability of the present apparatus fleet for the missions that the Christiana Fire Company would be expected to perform during an emergency incident.

2.0 Executive Summary:

From an overall perspective the Christiana Fire Company maintains an adequate number of pieces of apparatus and equipment to adequately protect the community. The fire company presently operates with four rescue engines, one rear mount aerial ladder and a brush truck from three fire stations. A fifth rescue engine typically serves as a reserve engine at Station 12, however due to ongoing maintenance and mechanical issues since the five Seagrave pumpers were acquired there have been few occasions when all five units were available for service. While the average age of all major suppression units is enviable at 6.83 years old, with the five rescue engines acquired between 2008 and 2009, each of these apparatus have experienced significant mechanical and warranty issues and due to their design are not very functional to work off from as an engine company and several are exhibiting signs of premature rust and corrosion.

2.1 Key Observations:

Several issues have been identified in this report which will require appropriate technical and financial planning by the fire company to insure that the present level of emergency response capabilities will be maintained in the future.

1. The average age of the five identical Seagrave rescue engines is 5.40 years. While the fire company at two different times in the past purchased multiple pieces of apparatus at one point which is generally not recommended, the acquisition of five identical multi-purpose rescue engines has created numerous financial and operational issues that will be extremely difficult to correct in the near term. While the fire company was able to downsize the fleet with the trade in of seven units, the outstanding balance of the bank loan for the new pumpers will not be paid off until July, 2018. At this point the fire company would be operating with five, ten year old vehicles several of which would be beyond their useful life cycle based upon the current use, mileage, condition and upkeep afforded the apparatus. The Christina Fire Company in the future should never acquire multiple pieces of apparatus at one time as the benefits of having identically constructed units is far outweighed by the problems associated with continued component failures, warranty follow up and the impact of making a design mistake on one unit leads to all vehicles having this same failure.
2. All of the Seagrave rescue engines are showing signs of premature rust and corrosion at various points on the apparatus. The four door cabs and bodies are constructed of 3CR12 stainless steel which is in good condition, however the chassis frame rails, body support structure and some components inside of the body are rusting partially due to body design and partially due to lack of routine cleaning and maintenance by department members. The condition of several apparatus as noted during the vehicle inspections was poor as will be documented within the report. While it is understood that several of the units respond to over 1000 calls annually the lack of routine cleaning and maintenance is clearly lacking which will ultimately result in added repair costs and an increase in vehicle down time.
3. The fire company has an excellent resource in the Chief Engineer who is responsible for overseeing the fire company fleet of twenty one vehicles with an apparatus maintenance budget of 144,700 dollars for the current year. This position could be a full time job based upon the size of the fleet and the number of repairs that are generated on a daily basis. For the period from January, 2008 through April, 2014 the fire company has expensed over \$764,000 dollars on vehicle repairs and maintenance. This is no reflection on the Chief Engineer but is indicative of the number of routine and emergency repairs on the vehicle fleet which more often than not requires an outside vendor to initiate the repairs. Consideration should be given to hiring a full time, Emergency Vehicle Technician with shop facilities who would be responsible for routine repairs and maintenance of the entire fleet. While a greater degree of daily apparatus, tool and equipment inspections and cleaning must become a responsibility of the duty crew at each fire station, much of the preventative maintenance and inspection work could be conducted using the resources of an in-station mechanic working a forty hour week.

2.1 Key Observations:

4. During the field work Engine 5 operating as Engine 12-6 was weighted as recommended by Emergency Vehicle Response. Each individual apparatus in the Christiana Fire Company fleet should be weighted annually as was the balance of the engine fleet during May, 2014. The results of this weight review indicated that Engine 5 equipped with a 27,000 pound rated rear axle has an in-service weight of 26,960 pounds, *within forty pounds of the component rating*. The other three rescue engines weight between 24,450 pounds and 26,750 pounds on the rear axle. While this range of in service weights is problematic in itself recommendations for how to off-load some of the equipment on the heavier units will be discussed in Section 5.2 of this report.

3.0 Christiana Fire Company Demographics:

The Christina Fire Company operates with three fire stations as Companies 3, 6 and 12 within the New Castle County Fire Service. The response district encompasses a large area that has a large number of commercial and multiple occupancy structures over approximately thirty eight square miles. Major complexes such as the Christina Mall, Christina Town Center and office buildings along Chapman Road, Route 40 and Route 1 all present unique fire protection challenges. A large number of vehicle accidents on Interstate 95 and the primary feeder roads within the response area account for a large number of incidents. The fire company at one point operated two rescue engines with extrication capabilities and today all five rescue engines and Ladder 12 all are equipped with hydraulic rescue tools, air bags and stabilization equipment.

Throughout each stations response district are a number of apartments and townhouses some of which have narrow streets and limited access to all four sides of the structure. Edinburg Village and Windsor Forest town homes are examples of these areas where apparatus positioning and placement would be a concern. Newer constructed apartment complexes at Saint Andrews and McFarland Drive present both apparatus positioning issues and would require extensive use of portable ground ladders under fire ground conditions.

All traffic controlled intersections in Christiana are equipped with Opticom preemption signal controls. Routine traffic conditions as noted during the field work are moderate at all times with very heavy traffic conditions during normal commuter times.

In comparison to other response areas with similar demographics, the Christiana Fire Company responds to a high number of annual incidents and working fires, more than might normally be expected for a community of this size. With the current and planned development within the community a nominal increase in the number of alarms particularly within Station 12's first due area can be expected. Upon report of a structural fire the Christiana Fire Company is responsible for providing for one of the three engine companies with one of the rescue engines assigned as the special service apparatus. The remaining engines and first due ladder company are alerted from adjacent fire stations depending upon the box location. New Castle County companies from Newark, Wilmington Manor, Newport and occasionally Elkton in Cecil County, Maryland are automatically dispatched from the county 911 center.

3.0 Christiana Fire Company Demographics:

The first due response areas of the Christiana Fire Company are served by two private water companies, Artesian Resources in Newark and United Water Company in Wilmington. The majority of the district is protected by hydrants supplied by each water company with all hydrants installed in accordance with AWWA standards. During August, 2012 the Insurance Services Office (ISO) conducted fire flow tests of the water system at thirty one locations. The results of the flow testing indicate a fair water supply available with available flows at 20 PSI residual pressure ranging from 1400 gpm at Lexington Green Apartments to 4800 gpm on Pulaski Highway across from Rickey Boulevard.

Weaker areas of the water system are located on Eagle Run Road east of Christiana Road where ISO required a fire flow of 7000 gpm and 1900 gpm is available from the United Water System. Several locations provide less than one half of the ISO required fire flows including the Christiana Town Center, Old Churchman's Road, Samosset Drive and Freedom Court. Of particular concern are the low static hydrant pressures within the Artesian Resources water distribution system. Based upon the eighteen sites tested at random by ISO the average system static pressure is 53 PSI. By comparison the thirteen hydrant location within the United Water Company system was 78 PSI.

The lower system pressures are a concern as the Christiana engine company units are equipped with 1000 feet of 4.00 inch hose. The hydrant lay out procedures are for engine apparatus to lay a supply line directly from the hydrant using the 4.00 inch hose as shown in the photo below:



Layout hose pack on rear step

3.0 Christiana Fire Company Demographics:

Without employing a four way hydrant valve which would permit the second due engine company to hook up and boost the available water supply for the first arriving engine the available water supply within most all areas served by Artesian Resources would be compromised as shown in the following table:

Table 3.1 Available Fire Flows with 4.00 inch hose

<u>Distance from Hydrant to Engine</u>	<u>Available Flow</u>
200 feet	900 gpm
300 feet	740 gpm
400 feet	640 gpm
500 feet	575 gpm
600 feet	525 gpm
700 feet	475 gpm
800 feet	450 gpm

As indicated in the above table with every increase in distance from the hydrant due to the average static hydrant pressures in the Artesian Resources water distribution system the 4.00 inch supply line is capable of producing between 30 percent to 60 percent of the fire pumps rated capacity of 1500 gpm. At one time the engine apparatus were equipped with 5.00 inch hose and due to the weight and size of the supply line the decision was made to revert back to 4.00 inch hose for supply line. In order to attempt to maximize the capabilities of the water supply system and to allow each engine to achieve its rated pump capacity it is recommended that each of the five Seagrave pumpers be equipped with Humat or similar four way hydrant valve to permit the residual pressure in the primary 4.00 inch supply line to be increased by another incoming engine company, whether from Christiana or another adjacent fire department.

While the currently adopted engine operations may be sufficient for routine house fires where one or two attack lines are deployed the water distribution system limitations in certain areas of the response area, together with the hydraulic limitations of 4.00 inch hose compromise the ability of any single engine to support high gallonage fire flows and no apparatus is capable of supplying master streams and hand lines with flows exceeding 900 gpm unless the unit is hooked up directly to the hydrant using the left or right side 6.00 inch steamer inlets with short sections of 5.00 inch hose.



Four way hydrant valve on 4.00 inch supply line



3.0 Christiana Fire Company Demographics:

The Christiana Fire Company presently maintains an Insurance Services Office (ISO) rating of Class 5 as a result of a grading conducted during 2012. The Class 5 rating applies to those areas within the community that are within 1000 feet of the public fire hydrant. The Class 5 rating is also partially dependent upon the location of the building from the fire station. Commercial structures must be within a three miles road distance from the fire station and single family residential structures must be within five miles road distance from the closest fire station via public roadways.

During the most recent ISO survey the fire company was required to have three engine companies and one ladder company in service with a required fire flow of 3500 gpm. The current apparatus fleet can easily meet these requirements however the response distances to some locations that are beyond 1.50 miles for the first due engine apparatus would impact the overall rating as only 1.57 points of credit out of a possible 4.00 points were awarded for fire station distribution.

Overall the fire company portion of the grading awarded 22.12 point of credit out of a possible 50 points with the engine apparatus gaining only 3.01 points out of possible 10 points. The fire company should inquire with ISO as to what circumstances lead to this extremely low evaluation of the engine apparatus as ISO considers the equipment, tool and hose inventory along with the annual testing of fire pumps and all hose carried on each vehicle.

4.0 Fire Apparatus Fleet Analysis:

The Christiana Fire Company currently operates a total of twenty one pieces of fire/rescue apparatus, including five rescue engines, one rear mount ladder truck, a brush truck, eight ambulances, four command vehicles and several support vehicles. This report will address each major piece of apparatus, its design, frequency of use, mechanical condition, equipment and hose deployment capabilities together with a recommended time frame when the unit should be replaced in the future.

All front line engine and ladder apparatus are equipped with four door enclosed cabs. Current fire company units can ride a total of thirty six personnel safely in seated and enclosed positions on all units. Replacement strategies for individual pieces of apparatus can be based upon several factors including age, maintenance costs, need to change or update equipment and hose loads or the number of runs and associated road mileage on each unit. Fire apparatus is generally replaced after fifteen (15) to twenty (20) years of first line service and may be utilized as a reserve or spare unit for an additional three to five years, depending upon age, use, condition and adaptability to the department's current operating procedures.

The National Fire Protection Association which is responsible for developing the standards for fire apparatus revises and updates the 1901 Fire Apparatus Standard every five years in order to keep pace with technology and the component manufactures in these areas. Within the past five years component technology has advanced dramatically in the areas of fire pump components and instrumentation, electronic stability controls and diesel engines all of which have had an impact on the available safety equipment and related costs of new apparatus.

4.0 Fire Apparatus Fleet Analysis:

Recent changes in engine exhaust emissions requirements by the federal Environmental Protection Agency during 2007 and 2010 have had dramatic impacts on the fire apparatus industry with respect to cab designs, engine cooling and exhaust system components. Future requirements planned to take effect in 2015 should have minor impact on engine technology and cab designs. The fire service has lobbied unsuccessfully to exempt motor fire apparatus from the EPA engine emissions requirements the results of which have caused all manufacturers to redesign their cabs, chassis and cooling systems to accommodate this new technology. As a result with a few exceptions the only diesel engine available to the fire service in custom cab apparatus is Cummins with Detroit Diesel DD13 model engines available from one manufacturer who partnered with Detroit Diesel to engineer the installation and cooling packages required by the 2010 and 2013 version engines.

These mandated requirements together with the most recent changes in the NFPA 1901 Standard in 2009 have caused a double digit annual increase in the cost of all major types of fire apparatus. Using a fifteen to twenty year life cycle for each major piece of apparatus the fire company would have to purchase one new apparatus approximately every three years. Between 1969 and 2004 the Christina Fire Company acquired fifteen pieces of apparatus with an average of 3.25 years in between each acquisition. During 2008 when the fire company downsized the fleet by trading in seven pieces of apparatus the average age of these vehicles was 11 years old. As the bank loan for the fleet of five Seagrave rescue engines will be retired in July, 2018, the life cycle of several of these units will have to be extended with a staggered replacement cycle to avoid having to purchase more than one or two apparatus at the same time.

There are several alternatives to replacement of each current vehicle in the apparatus fleet which will be explored in Section 5.0 of this report. From a practical perspective, while the ISO requires the fire company to maintain three engine companies and one ladder truck to protect the response area, the overall needs of the organization must be considered with respect to being able to have the financial and operational resources to maintain and staff each piece of apparatus.

Due to the current staffing and deployment strategies the rescue engine units at Station 12 run significantly more calls than those assigned at Stations 3 and 6. The original plan was to have all five Seagrave rescue engines rotated on a routine basis among the three stations to equalize the operational time and mileage on the fleet. Due to extended out of service times, several accidents and warranty repairs this plan was never implemented with the result being that Engine 12-6 (Engine 5), a 2009 model rescue engine has significantly more mileage and engine hours and during the field inspection was out of service awaiting repairs.

The rescue engines normally assigned to Station 3 and Station 6 are in somewhat better condition, however all units are exhibiting signs of premature rust and corrosion on the chassis components and body sub-frame. Recommendations will be made in Section 5.2 to address these issues with respect to the condition and maintenance on the rescue engines.

4.0 Fire Apparatus Fleet Analysis:

Over the past three years the fire company has responded to an average of 2716 incidents. These numbers include all types of alarms including structural fires, alarm activations, vehicle and outdoor fires, vehicle accidents, EMS assists and multiple alarms. Due to the large number of commercial buildings protected with smoke and heat detection systems the fire department annually responds to a modest number of false and good intent alarms. Considering the high volume traffic patterns in the area the department also operates at a significant number of vehicle accidents on limited access highways.

Following is a summary of department apparatus responses for reported structural fires and alarm activations over the past three years:

Table 4.1 Responses by Year-Incident Type

<u>Year</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Box Alarms	478	449	471
Still and Silent	1158	1204	1191
Working Fires	60	69	49
Medical	188	214	283
Rescue Calls	790	821	844
Extrication	40	56	42
Multiple Alarms (2&1)	18	24	16
Total	2632	2734	2783

The Christina Fire Company is the busiest combination department in the State of Delaware and operates with a mixture of career and volunteer staffing. Due to the high number of fire and EMS responses with over 9600 EMS incidents during 2013 there is full time staffing for the ambulances on a 24 hour basis with additional career staffing at Station 12. There are times where the career staffing for the ambulances at Stations 3 and 6 are EMS response only, which requires the response of volunteer personnel or a duty crew to staff the apparatus at these times. Between the career staffing and bunk in members Station 12 is generally available for incidents where both suppression and EMS vehicles are required to respond. When all vehicles are in service Station 3 is assigned two units, Engine 3-4 and 3-6 (Engines 2 and 4), Station 6 is operates with a single Engine 6-6 (Engine 3) and brush unit 6-0 with Station 12 assigned three units Engine 12-4, 12-6 (Engines 1 and 5) and Ladder 12. Since all of the Seagrave rescue engines have been placed into service Engine 12-6 (Engine 5) has operated as the primary response unit from Station 12 and has the highest mileage and operating hours.

4.0 Fire Apparatus Fleet Analysis:

Following is a three year summary of individual apparatus incident responses:

Table 4.2 Unit Responses of Incidents

<u>Apparatus</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Engine 3-4 (Engine 2)	18	20	40
Engine 3-6 (Engine 4)	296	612	652
Engine 6-6 (Engine 3)	350	335	329
Engine 12-4 (Engine 1)	283	448	711
Engine 12-6 (Engine 5)	1769	1669	1301
Ladder 12	206	175	335
Brush 6-0	27	34	25

The responses for the various engine apparatus are indicative of the total number of annual responses for each vehicle and not necessarily reflective of responses from the respective home fire station. During the field survey Engine 12-6 was actually operating with Engine 3-4 (Engine 2) as the first due engine as the front line unit (Engine 5) was out of service awaiting parts for repairs at the Seagrave dealership. During the initial field work conducted in April Engine 12-4 (Engine 1) was out of service for an extended period of time for mechanical and warranty repairs with this unit inspected on May 5, 2014 to review its condition.

Each piece of apparatus operated by the fire company has been carefully analyzed for its condition and maintenance features, with projected replacement dates given for each unit. These dates reflect the year in which the replacement unit should be delivered and placed into service by the fire department. Recognizing that most fire apparatus takes approximately eight to twelve months to produce once the unit goes under contract, adequate research and planning must be provided to insure that the apparatus is delivered and placed into service on a timely basis. The fire company should adopt the fleet replacement program as outlined in Section 8.0 to insure that apparatus is replaced on a regular, programmed basis. In the future it will be necessary to have several of the rescue engines replaced prior to the fifteen year mark in order to space out the time frames between each major apparatus acquisition. While the current fleet of apparatus is in fairly good condition for its age, future purchases will need to follow the developed plan with only minor deviations allowed for unanticipated repairs or accidents. Where possible apparatus purchases should be spaced out with at least three years in between each major suppression apparatus. ***In the future the company should refrain from acquiring more than one major piece of apparatus in any calendar year.***

5.0 Fleet Review and Evaluation:

5.1 Seagrave Rescue Engines:

The fire company took delivery of five identical Seagrave Marauder II rescue engines with two units delivered during 2008 and three units in early 2009. At that time the apparatus fleet was reduced by several vehicles with two 1990 Pierce rescue engines, a 1990, 1994 and 2001 Pierce engine along with a 1999 American LaFrance pumper all traded in for the new rescue engines. In addition a 1997 Pierce 75 foot quint was removed from the fleet and traded in along with the engine apparatus.

The Seagrave engines were all built with stainless steel cabs and bodywork and are powered by Caterpillar C-13 diesel engines rated at 525 horsepower with Allison EVS-4000 automatic transmissions with an engine compression brake utilized for auxiliary braking. Each apparatus is equipped with a Waterous CSU single stage fire pump rated at 1500 gpm and carries 750 gallons of water with seating for six personnel. The apparatus is built in a 193.50 inch wheelbase with an overall length of 396.50 inches (33 feet, .50 inches) and 116.00 inches high. While a reasonable length for a rescue engine the apparatus is too large to effectively function as an engine company which will be expanded upon in Section 6.0 of the report.

The compartment body is provide with seven compartments on the lower portion of the body equipped with Robinson roll up shutter doors along with two upper body enclosed compartments equipped with lift up aluminum tread plate doors on either side of the hose bed. A shoring compartment is provided under the left side forward body compartment with an aluminum tread plate drop down door.

Each apparatus is similarly equipped with engine company equipment carried consisting of hose adapters and fittings, forcible entry hand tools, high rise hose packs, four fire extinguishers and PPV fan. Ground ladders are enclosed within the body on the right side and consist of a 10 foot folding, 14 foot roof and 24 foot, two section extension ladder along with two roof hooks.

The apparatus carries a 150 foot 1.75 inch trash line in the front bumper, one 200 foot and one 300 foot 1.75 inch attack line and one 200 foot 2.00 inch attack line in the rear hose bed. Each engine also carries 300 feet of 3.00 inch hose with a gated wye as a leader line and 1000 feet of 4.00 inch hose for supply line. Both the left and right side 6.00 inch steamer intakes are equipped with Waterous electrically controlled butterfly valves with most engines carrying a preconnected 30 foot pony section of 5.00 inch hose for hydrant hook ups. Each of the rescue engines also carry a Task Force deck gun with a remote control extension pipe. The fire pump is monitored and controlled with a Fire Research Pro-S pressure governor, Waterous overheat monitor with all piping constructed of stainless steel.

The initial design of the apparatus called for the hose bed to carry 5.00 inch supply line which was subsequently replaced with 4.00 inch hose. A backboard storage area enclosed within the ground ladder compartment is not utilized as the space proved to be not functional for the intended purpose. While the water tank is L-shaped the hose bed is approximately 77.00 inches from the ground to the bottom of the hose bed which makes advancing attack lines problematic. Access to the rear hose bed and upper body compartments with three folding steps on the left side body is poorly designed.

5.1 Seagrave Rescue Engines:

Each vehicle carries an extensive array of rescue tools and equipment including a preconnected Hurst Combi-tool and reel on a 30.00 inch front bumper extension, airbags, rescue jacks, shoring blocks, 9000 pound portable winch with receiver points on four sides of the apparatus, Hurst trimo-power unit, Hurst spreader, cutter, ram, gas disc saw, chain saw, oil dry hopper, stokes basket, two rear body Hurst hydraulic reels and RIT equipment. A Harrison 20.0 Kw hydraulic generator and two electric cable reels are mounted above the fire pump with a Wilburt light tower mounted on the cab roof.

At the time of the field inspection the weight of the tools, engine and rescue company equipment had not been verified, however the in-service weight of Engine 12-6 (Engine 5) which was out of service at the time but fully equipped yielded the following results:

Table 5.1.2 In Service Rescue Engine Weight of Engine 12-6 (Engine 5):

	<u>Axle Rating</u>	<u>In Service Weight</u>
Front Axle:	22,000 pounds	19,420 pounds
Rear Axle:	27,000 pounds	26,960 pounds

With six personnel in the cab the apparatus would weigh 20,920 pounds on the front axle with the rear axle being *within forty pounds of the rear axle rating*. Due to this serious condition a recommendation was made for the fire company officers to immediately have all remaining Seagrave rescue engines weighted on certified scales in addition to determining the exact weight of all tools and equipment carried on one unit for evaluation and comparison to the equipment payload requirements of NFPA 1901 in Section 12.1.2 of the standard which calls for a 2500 pound payload for a pumper with more than 250 cubic feet of storage space on the body.

As all five of the Seagrave rescue engines are identically equipped with minor adjustments it is assumed that each apparatus would weight approximately the same, particularly on the rear axle which is cause for concern with respect to wear and tear on the rear brakes, spring suspension and other chassis components. A review of maintenance records for Engine 12-6 (Engine 5) since August, 2009 indicates an ongoing problems with brake and tire repairs with eight invoices totaling approximately \$19,668 dollars. At one point front tires were replaced within ten months of new ones being installed with another complete set of front and rear tires replaced within eighteen months. A review of other units shows similar characteristics where tires are routinely replaced every nine to twelve months.

There could be number of reasons for the premature tire wear and brake repairs not the least of which is the current in service weight of the apparatus which needs to be addressed if several of these units are going be required to have a life cycle of ten to fifteen years. While the rescue engines have other areas of concern regarding size of the apparatus, rust and corrosion conditions and lack of routine cleaning the weight issues are of the highest priority and need to be addressed prior to more serious vehicle damage being incurred.

5.1 Seagrave Rescue Engines:

At the time of the field survey the rescue engines had the following accumulated mileage, engine hours and repairs costs for comparison:

Table 5.1.3 Rescue Engine Summary

<u>Apparatus Designation</u>	<u>Mileage</u>	<u>Engine Hours</u>	<u>Maintenance Expense</u>
Engine 12-4 (Engine 1-2008)	29,798	1926	\$32,242
Engine 3-4 (Engine 2-2008)	23,617	1544	\$21,366
Engine 6-6 (Engine 3-2009)	21,640	1418	\$47,586
Engine 3-6 (Engine 4-2009)	27,273	1802	\$20,178
Engine 12-6 (Engine 5-2009)	55,530	3403	\$39,577

Note: Repair costs for Engine 6-6 (Engine 3) includes \$29,034 dollars for accident repairs from August, 2013. Without this expense repairs for this vehicle would be \$18,552.

5.2 Seagrave Rescue Engine Recommendations:

The following concerns are systemic to all five Seagrave rescue engine and are recommended to be implemented to improve the safety and operational capabilities of this apparatus as well as reduce future maintenance costs:

1. The chassis frame rails, body substructure and exposed fire pump components should be thoroughly steam cleaned with all exposed rust and corrosion removed. Surface rust and corrosion was on each apparatus on the body sub-frame ahead of the rear axle. More significant rust and corrosion was evident on the body sub-frame in the rear behind the rear axle including the rear body and step support structure.
2. The chassis radiator should be cleaned of dirt and road debris to protect the apparatus from overheating during stationary pumping operations.
3. In accordance with NFPA 1911 Standard on the Inspection, Maintenance, Testing and Retirement of In Service Automotive Fire Apparatus, section 16.2 each apparatus in the departments fleet should continue to be weighted annually on the front and rear axles individually as well as the entire apparatus to insure that the unit is within the vehicle weight ratings as supplied by the manufacturer. No additional tools or equipment should be carried on the two rescue engines (Engine 1 and 5) as they are nearly overweight on the rear axles.

5.2 Seagrave Rescue Engine Recommendations:

4. Rust and corrosion was noted on the inside door hinges of several body SCBA wheel well compartments. These areas should be cleaned and restored to their original condition.
5. All body compartments should be thoroughly cleaned of all debris and road dirt that has accumulated on the floor of each compartment. This is partially caused by the seal between the base of the compartment and the door rubber on the ROM roll up shutter door.
6. The rear ground ladder compartment should be thoroughly cleaned of all debris and accumulated dirt at the floor of the compartment.
7. Each of the chassis air reservoirs should be fitted with manual drain valves with stainless steel pull cables extended to the side of the body to permit personnel to bleed moisture from the air brake system on a regular basis. This feature should be provided on all future apparatus as there was excessive moisture noted when the tanks were manually drained during the chassis inspection on each vehicle.
8. The door gasket on the bottom of all ROM roll up shutter doors should be replaced with this area subject to periodic inspections to replace the rubber when the material becomes brittle and dry-rotted, prohibiting a good seal between the door and the compartment floor.
9. Several units reported to have issues with the Fire Research pump governor operating erratically and sensing pump cavitation when switching from tank to a positive water supply. The Chief Engineer or his designee should contact Mr. Rick Fix from Fire Research (RdFix@fireresearch.com) who will make arrangements to have a technician come to the area to inspect, test and repair any unit which is malfunctioning at no cost to the Christiana Fire Company.
10. The underbody shoring and cribbing storage compartments need to be cleaned with the rusted door hardware replaced along with the rubber door gasket which is not properly sealing the compartment from outside road debris.
11. Consideration should be given to spacing out the aluminum rub rails away from the body with nylon spacers to enable the rub rails to fully protect the lift bar latch and sill plate on the ROM roll up shutter doors.
12. The floor mounted slide trays located at the base of compartments L-1, L-3, R-1, R-3 and the rear body compartment should be cleaned of all rust from the Slidemaster steel slides with .50 inch thick nylon spacers installed between the slide mounts and the stainless steel compartment floor.

5.2 Seagrave Rescue Engine Recommendations:

13. The inside of the left and right side portable winch receiver compartments and the support tubing should be thoroughly cleaned of all rust, corrosion and dirt, especially the battery connection points for the winch power.
14. Once the new ROM roll up shutter doors are replaced all doors should be properly adjusted to insure smooth operation when opening and closing the door. Several engines had doors that were extremely difficult to close.
15. The Bostrum brackets for the SCBA's in the five cab seats should be adjusted or replaced so that all SCBA's are completely secured when the mask is in place. Several engines had breathing apparatus that were sitting on the seat cushions and not restrained.
16. Safe access to the rear hose bed and upper body compartments should be achieved with the installation on the left side of the body with a non-slip access ladder. The existing folding steps should be removed and replaced with the access ladder.
17. Several engines have forcible entry tools carried inside the cab behind the officer's seat that are not mounted or secured. All equipment carried inside of the cab should be located inside of an enclosed compartment or secured with a NFPA required 9G rated bracket and hardware. Several units had officer's tools and small mauls that were loose and not restrained.
18. The results of the vehicle weights confirm that Engines 1 and 5 are within 250 pounds of the rear axle weight rating. Therefore it will be necessary to make modifications to several units in order to have them provide the required life cycle. Possible alternatives for addressing this issue would be as follows:
 - a. On two (2) vehicles most likely Engine 3-4 (Engine 2) and Engine 6-6 (Engine 3) the two lowest mileage apparatus replace the existing 27,000 pound rated rear axle with a rear axle, suspension and tires assembly rated at 31,000 pounds. The cost to have this work done would be approximately \$18,000 to \$24,000 dollars for each vehicle. The additional axle capacity and tires would insure that the apparatus during their life and duty cycle would not be overweight. If this enhancement of the gross vehicle weight rating is not accomplished then the following alternatives must be implemented as soon as practical.
 - b. On four (4) engines, replace the existing 750 gallon water tank with a 500 gallon water tank. This reduction in water capacity would lower the total vehicle weight by approximately 2100 pounds with the majority of weight reduction impacting the rear axle.
 - c. On four (4) engines sufficient tool and equipment weight of at least 800 pounds should be removed from the apparatus *with no other tools, hose or equipment permitted to be carried on the apparatus for any reason.*

5.2 Seagrave Rescue Engine Recommendations:

d. Engine 12-6 (Engine 5) should be cleaned and detailed as recommended within the report, removed from service and replaced with a short wheelbase engine as recommended in Section 8.2 of this report. This engine has seen hard use for the first six years since being placed into service, has significantly higher operating mileage along with repair costs. This unit over the past three years has responded to 4739 incidents, more than 67 percent more runs than the next most active unit in the fleet Engine 3-6 (Engine 4).

As outlined later within the report Station 12 should operate with a short wheelbase engine to handle minor incidents and structural fires relieving the rescue engine unit assigned to the station to handle vehicle accidents and rescue calls. The configuration of the current rescue engine apparatus is too large, too heavy and improperly designed to handle routine fire incidents not requiring the services of rescue tools and equipment.

5.3 Rescue Engine Documentation Photos:



Photo 5.3.1 Underbody sub-frame rust

5.3 Rescue Engine Documentation Photos:



Photo 5.3.2 Corrosion at right side body SCBA bottle compartment

5.3 Rescue Engine Documentation Photos:



Photo 5.3.3 Corrosion and dirt inside of left side winch receiver compartment

5.3 Rescue Engine Documentation Photos:



Photo 5.3.4 Rust and corrosion on floor mounted steel slide tray



Photo 5.3.5 Corrosion and moisture inside of underbody shoring compartment

5.4 Ladder 12:

Ladder 12 is a 2004 Seagrave model TP-05DA 100 foot rear mount aerial ladder that replaced a 1981 American La France 100 foot rear mount truck. The chassis cab and body are constructed of stainless steel and is built on a wheelbase of 237 inches and an overall length of 37 feet 6 inches. The apparatus is powered by a Detroit Diesel Series 60 engine rated at 470 horsepower through an Allison HD-4060P automatic transmission. The apparatus is capable of seating six personnel in the cab with five seats provided with self-contained breathing apparatus.

Ladder 12 is equipped with front axle rating of 21,500 pounds with a rear axle rating of 44,000 pounds with in service weights of 20,920 pounds on the front and 39,200 pounds on the rear axle with a crew of six personnel. At the time of the field survey the apparatus had 24,376 road miles and 2390 engine hours accumulated. The body is equipped with ten hinged door compartments which carry an assortment of hand tools, ventilation saws and fans, salvage equipment and a Harrison 20.0 Kw hydraulic generator.

The apparatus also carries two Hurst hydraulic motors, spreader, cutter and combi tool along with four electric cable reels and two hydraulic hose reels. Other rescue equipment including air bags, high lift jacks, shoring blocks and a four bottle air cascade system are outfitted on Ladder 12.

A total of 187 feet of portable ground ladders are carried including two 35 foot, one 28 foot and one 24 foot extension ladders together with three 16 foot roof ladders and two 10 foot folding ladders. An excellent complement of hand tools are mounted within the body compartments and securely mounted. The aerial ladder has a rated tip load of 500 pounds and is equipped with a pre-piped water way with a remote control monitor and smooth bore tips.

The aerial ladder has been inspected by an outside testing company since its acquisition with routine required repair items. According to available records and invoices the fire company over the past six years has spent approximately \$110,099 dollars for repairs and maintenance for an average of \$18,349 dollars per year on Ladder 12. Continuing repairs to the braking system, frequent tire replacements along with a new hydraulic swivel for the aerial ladder are some of the causes for the unusually high maintenance costs. During this period there were several accident repairs and while they were reimbursed by insurance carriers created situations where Ladder 12 was out of service for extended periods causing the fire company to temporarily lease a used aerial device to maintain truck company service.

As this vehicle represents the most expensive unit in the fleet it is imperative that a reasonable effort be taken to maintain the apparatus for its project life cycle of twenty years. There are numerous areas on Ladder 12 that require attention including additional accident damage to the left side rear of the body and rust that is showing on the ladder base rail on the base section of the aerial ladder. Due to the numerous issues with the fleet of rescue engines Ladder 12 must be properly maintained by the fire company with increased attention paid to routine items prior to them becoming unanticipated, expensive repairs. This apparatus is a candidate to be rebuilt and rehabilitated by an outside fire apparatus repair facility with a demonstrated record of apparatus rebuilding.

5.5 Ladder 12 Recommendations:

The following areas are recommended to be implemented to improve the safety and operational capabilities of this apparatus as well as reduce future maintenance costs of the ladder company apparatus:

1. The Hydra-ram hanging from a hook on the inside of the right rear corner of the cab, officers tool and small maul and other loose equipment should be properly secured inside of the cab with a 9G rated bracket and hardware.
2. The ground ladders and inside portion of the ladder storage area should be thoroughly cleaned of rust, corrosion and dirt. Consideration should be given to replacing the extension ladder halyards with synthetic rope.
3. The chassis frame rails, radiator and components should be periodically steam cleaned to remove surface rust and corrosion from this area. There is a moderate buildup of rust and corrosion on the body sub-frame.
4. Several spots of rust and corrosion were noted in the following areas: front of the cab below the warning light bezels, rear body sub-frame and chassis frame rails on both sides of the apparatus.
5. All hinged body door latches are in need of adjustment as the doors are difficult to open. The door stay hardware on several doors have been bent and are in need of replacement.
6. In accordance with NFPA 1911 Standard on the Inspection, Maintenance, Testing and Retirement of In Service Automotive Fire Apparatus, section 16.2 each apparatus in the departments fleet should be weighted annually on the front and rear axles individually as well as the entire apparatus to insure that the unit is within the vehicle weight ratings as supplied by the manufacturer.
7. The gas spring stay hardware for turntable pedestal cover need to be replaced as the current ones do not hold the door in the fully open position.
8. The bracket for the Fire Research intercom on the turntable pedestal is broken and needs to be replaced.
9. The rubber coated chains at the turntable pedestal should be replaced with Fire Research Mansaver safety bars on each side of the turntable.
10. Consideration should be given to replacing the smooth handrails and stanchions at the aerial turntable with non-slip serrated stainless steel hand rails on both sides of the apparatus.

5.5 Ladder 12 Recommendations:

11. Several of the SCBA brackets for the cab seats do not properly hold and restrain the breathing apparatus in place and should be adjusted or replaced with positive retention bracket hardware.
12. The high lift jack carried in the left front L-1 compartment should be mounted and secured within the compartment with non-marring 9G rated brackets.
13. The steel mounting straps for the diesel fuel tank should be replaced with stainless steel straps.
14. Each of the chassis air reservoirs should be fitted with manual drain valves with stainless steel pull cables extended to the side of the body to permit personnel to bleed moisture from the air brake system on a regular basis.
15. The floor mounted slide trays should be cleaned of all rust from the Slidemaster steel slides with .50 inch thick nylon spacers installed between the slide mounts and the stainless steel compartment floor.
16. Body damage was noted at the left rear corner of the body with moderate damage to the rear rub rail, side body rub rail and left side turntable access steps.
17. Rust and internal base rail corrosion was noted on the base section of the aerial ladder. This area should be inspected for additional damage with the surface corrosion cleaned and area repainted.
18. Stainless steel scuff plates should be provided and installed to protect the paint from damage behind the crew cab doors on each side where the New York roof hooks are mounted.
19. The two front tires are heavily worn and should be replaced. Consideration should be given to providing Crossfire tire pressure monitors on the rear tandem axle tires.

5.6 Ladder 12 Summary:

The ladder truck has responded to an average of 241 incidents over the past three years and requires a substantial amount of financial resources for repairs and maintenance. As the replacement cost for a new apparatus would be approximately \$850,000 to \$900,000 dollars the fire company should consider rebuilding the ladder truck during 2014/2015 to extend the life cycle of the apparatus by ten years with the eventual replacement for the vehicle in 2024 when the apparatus would be twenty years old. Barring any further accidents the aerial ladder should be capable of providing a twenty year life cycle with appropriate preventative maintenance, annual aerial and ground ladder testing and certifications.

5.7 Ladder 12 Documentation Photos:



Photo 5.7.1 Underbody sub-frame rust



Photo 5.7.2 Rear underbody sub-frame rust

5.7 Ladder 12 Documentation Photos:



Photo 5.7.3 Rear underbody damage



Photo 5.7.4 Left rear corner body damage

5.8 Brush Truck 6-0:

The brush truck is a 1997 Chevrolet K-3500 two door cab pickup equipped with a brush fire skid pump and a Northern Industries aluminum treadplate compartments. A Hale fire pump rated at 250 gpm with a poly 250 gallon water tank are mounted in the rear body with a single booster reel and wildland fire hand tools. The vehicle is equipped with a snow plow attachment along with a portable winch. The truck has seating for two personnel and at the time of the field work had 31,340 miles on the odometer.

Brush 6-0 responds as the primary unit to most brush fires and other incidents as needed from Station 6 and over the past seven years annually responds to approximately 50 incidents. Repair and maintenance costs for Brush 6-0 have totaled \$9596 dollars over the past six years including \$1410 dollars in snow plow repairs. The fire company should continue to maintain one vehicle in the fleet with four wheel drive capabilities to provide off road access and provide fire attack capabilities for areas that are not accessible to the larger apparatus.

Consideration should be given that when the brush truck is replaced between 2017 and 2018 that a vehicle with the following components be acquired:

- Current model year Ford F-550 four door cab chassis with four wheel drive
- Composite body with hinged doors, poly or fiberglass construction
- Seating for four personnel
- Minimum of six enclosed body compartments
- Equipment mounting for extinguishers, hand lights, forcible entry tools, SCBA
- All LED warning lights
- 12 volt LED scene lighting
- High visibility graphics and stripping
- All body components and accessories to be constructed of composite, non-rusting material
- Vehicle chassis and underbody to be undercoated
- Fire pump package with minimum performance of 200 gpm at 150 psi
- Preconnected 200 foot long 1.00 inch forestry line
- 400 feet of forestry hose
- Brush fire skid unit with 250 gallon water tank and 10 gallon Class A foam tank
- Front mounted winch
- Compliment of brush and wildland hand tools and vest tanks

This vehicle could serve the response area both as a brush and off road vehicle as well as a multi-purpose utility unit during inclement weather and storms. The composite body would minimize rust and corrosion conditions and could be retro-fitted to a newer chassis in later years if required. The four door cab provides the capability to transport members to long term incidents for relief and standby's for minor incidents.

6.0 Apparatus and Equipment Maintenance Evaluation:

The fire companies overall maintenance program is overseen by an appointed Chief Engineer who together with an assistant engineer from each of the three fire stations is responsible for the coordination of repairs and maintenance on the fire company's fleet including fire apparatus, ambulances, command vehicles and support units. While the current staff is doing an admirable job of attempting to keep up with regular maintenance and daily issues the size of the vehicle fleet is beyond their capabilities and time restraints for personnel attempting to accomplish all tasks on a part time, volunteer basis.

Apparatus maintenance checks are conducted by company personnel on a regular basis using check off style forms with work requests which can be initiated as may be needed. Each piece of apparatus is subject to annual preventative maintenance conducted by outside local vendors. Based upon a review of available records and invoices the fire company has spent in excess of \$764,000 dollars on vehicle repairs and maintenance between January, 2008 and April 1, 2014. The annualized expense for some units greatly exceeds the norm when considering the age of the fleet and the fact that the five Seagrave rescue engines have been covered by an extended five year warranty.

Annual pumper service tests are conducted by Fire One with annual aerial and ground ladder certification inspections conducted by Aerial Testing Corporation with complete records kept of all testing reports and subsequent repair work.

Based upon the inspection of each piece of suppression apparatus during the field work there is clearly a lack of daily cleaning, inspections and state of operational readiness. Conditions such as tools not secured, rust, corrosion and dirt inside of the compartments, broken components and dirty apparatus cabs and bodies are a cause for concern. While there is no question that the fire company and several units operate at a great number of incidents and working fires there is a lack of "Pride in Ownership" which is partially responsible for the condition of the engine and truck fleet with a resulting high cost of repairs.

For example, several units have had to have tires replaced within nine months of use (Engine 2, Engine 5), major brake repairs within eleven months (Engine 5, Ladder 12) which have resulted in out of service downtime and high annual maintenance costs. Four of the six front line units were over budget for maintenance costs during the period from June, 2012 through July, 2013 and with the rescue engines coming off warranty during mid-2014 the projected repair costs will more than likely increase.

There is no single quick fix to address the current situation with apparatus maintenance. For an organization which has a relatively new fleet with an average age of 6.83 years there are any number of issues which could be addressed first by changing the methodology and member attitudes toward operating and riding on the fire companies units. The Christiana Fire Company has provided a modern fleet of apparatus and equipment for the qualified officers and members to utilize and while there are areas for improvement the current units must be cared for and maintained if they are to provide the necessary front line service for the fire company without having to prematurely replace more than one apparatus at any one point in time.

6.1 Apparatus and Equipment Maintenance Recommendations:

Each piece of apparatus is generally well outfitted with tools and equipment to perform the needed functions at incidents. Following are some recommendations that should be adopted and implemented by the fire company to insure the safe condition and readiness of all apparatus.

1. All fire hose should to be tested annually in accordance with NFPA 1962. Records should be kept on these tests and all repairs completed on each length of hose. This item is worth 50 points with ISO when conducted on an annual basis, the lack of records for hose testing may be partially responsible for the limited engine company credit during the most recent ISO survey.
2. All ground ladders and the aerial ladder should be inspected and tested annually in accordance with NFPA 1932. Complete records should be maintained by the fire department on all tests and repairs that are conducted by the department or an outside vendor on the ground ladders. This item is worth 50 points with ISO when conducted on an annual basis.
3. All apparatus equipped with a fire pump should be service tested annually with complete records maintained on these tests. This item is worth 100 points with ISO when conducted on an annual basis and was not given credit during the most recent inspection. Any deficiencies noted during this testing should be repaired and corrected by a trained and certified mechanic. The lack of records for annual pump testing may be partially responsible for the limited engine company credit during the most recent ISO survey.
4. Consideration should be given by the fire company to establish a vehicle mechanics position with certification in emergency vehicle repairs for full time employment who would be responsible for routine maintenance and repairs on all units in the fleet. A shop facility should be established within one of the fire stations or a separate building should be acquired and outfitted to enable the mechanic to safely perform maintenance work on units. The on-site facility would provide for a reduction in transportation costs and out of service time for apparatus with the potential to gain control of the overall repair and maintenance costs for the vehicle fleet.
5. All apparatus preventative maintenance and records should be conducted in accordance with National Fire Protection Association Standard 1911 with complete records kept on all repairs, testing and maintenance work. A log book should be provided for each piece of apparatus where all maintenance, testing and inspection work will be documented. An annual summary of the cost of repairs and all maintenance should be completed by the department to enable tracking of all related repairs and cost of ownership. The current financial system captures all of the costs, but requires a manual review of individual invoices to evaluate repetitive repair actions and component failures.
6. Each piece of apparatus including engines, aerial ladder, ambulances and support units should be weighted annually on each axle, together with the total vehicle weight in accordance with NFPA 1911 with the vehicle weight posted inside of the apparatus cab.

6.1 Apparatus and Equipment Maintenance Recommendations:

7. Each piece of apparatus should at least annually be removed from service to have the chassis frame rails steam cleaned, minor paint and corrosion issues repaired, all tools and equipment cleaned, painted and maintained in conjunction with any required outside vendor repairs and preventative maintenance work to insure continued reliable front line service.
8. The fire department should incorporate a periodic inspection of the underside of the apparatus including the chassis frame, fire pump and associated vehicle components. Several units exhibit signs of excessive rust and corrosion and will require extensive repairs in the future if this corrosion is not mitigated within the next few months.
9. As recommended in Section 5.2 the rear axle weight issues with the five Seagrave rescue engines needs to be addressed on a timely basis and cannot be ignored as the reoccurring brake and tire replacement issues are largely caused by the apparatus weight on the rear axle. The fire company should immediately implement one of the following recommendations to remediate this condition:
 - a. On two (2) vehicles most likely Engine 3-4 (Engine 2) and Engine 6-6 (Engine 3) the two lowest mileage apparatus replace the existing 27,000 pound rated rear axle with a rear axle, suspension and tires assembly rated at 31,000 pounds. The cost to have this work conducted would be approximately \$18,000 to \$24,000 dollars for each vehicle. The additional axle capacity and tires would insure that the apparatus during their life and duty cycle would not be overweight. If this enhancement of the gross vehicle weight rating is not accomplished then the following alternatives must be implemented as soon as practical.
 - b. On four (4) engines, replace the existing 750 gallon water tank with a 500 gallon water tank. This reduction in water capacity would lower the total vehicle weight by approximately 2100 pounds with the majority of weight reduction impacting the rear axle.
 - c. On four (4) engines sufficient tool and equipment weight of at least 800 pounds should be removed from the apparatus ***with no other tools, hose or equipment permitted to be carried on the apparatus for any reason.***
10. All tools and equipment particularly forcible entry tools that are carried inside of the cab should be properly mounted and secured with NFPA 1901 required 9G certified brackets and hardware to secure the equipment in place in the event of vehicle accident or roll over.

7.0 Equipment Review:

From an overall perspective the engine and ladder company apparatus in the fleet are well equipped and supplied with an assortment of hand, power and hydraulic tools for use at most fire and rescue related incidents. All of the rescue engines are identically equipped with most all appliances and hand tools mounted within the body compartments. Several apparatus compartments were not clean and had accumulations of dirt and road debris inside. The quantity of hydraulic rescue tools and stabilization equipment together with the design of the compartment bodies and 750 gallon water tanks are largely responsible for the nearly overweight condition on the rescue engine vehicles. Following is a short listing of some appliances that may be worthwhile to consider in the future once the weight of the current equipment compliment is determined on the rescue engines:

1. Each engine should be provided with a four way hydrant valve similar to a Humat valve to permit a second or later arriving engine company to pump the supply line to boost the pressure and take advantage of the available water supply.
2. Portable, lightweight ground monitor with smooth bore tips rated at 500 gpm for Engines 12-6 (Engine 5), Engine 3-6 (Engine 4) and Engine 6-6 (Engine 3) should be carried on each engine for use with the 3.00 inch leader lines. When any one of these engines are out of service the portable monitor should be transferred to the front line engine assigned to the respective fire station.
3. Should equipment slide trays require replacement in the future all aluminum or stainless steel components should be utilized in place of steel slides to reduce the possibility of rust and corrosion in these areas.



Photo 7.1 Example of On Scene Solutions Aluminum Slide Tray

8.0 Apparatus Fleet Replacement:

From an overall perspective, the Christiana Fire Company maintains an adequate number of apparatus to safely protect the residents and property within the first due response area. With a total combined pump capacity of 7500 gpm with five rescue engines and one truck this capacity is adequate to meet the needs of the response area as well as the fire flow requirement of 3500 gpm as established by the Insurance Services Office. Prior to 2008 the fire company in the past operated with a larger fleet of units including several engines and rescue engines together with a single axle 75 foot quint from Station 3 and a 100 foot rear mount ladder from Station 12.

Due to staffing levels and incident responses the apparatus from Station 12 have historically been the busiest units in the fleet and as a result Engines 12-6 (Engine 5) and 12-4 (Engine 1) have the highest road mileage and operating hours. Engine 12-6 (Engine 5) has more than double the mileage and engine hours with significantly higher repair and maintenance costs of over \$39,000 dollars since the unit was placed into service. Due to the high number of both engine and rescue responses from Station 12 operating with a single combined rescue engine vehicle is not the recommended deployment strategy. As previously discussed the current rescue engine design carries a limited number of attack lines with a wide assortment of rescue equipment including some with very limited use all of which impact the overall vehicle size, in service weight, handling and maintenance costs.

In order to space out future engine or rescue engine vehicle acquisitions and in consideration of the current condition of the five Seagrave rescue engines the fire company should strongly consider removing Engine 12-6 (Engine 5) from front line service, restoring the apparatus in accordance with the recommendations in Section 5.2 and selling the apparatus to a fire department or outside broker. Engine 12-4 (Engine 1) should have the same mechanical repairs conducted and this unit would then operate as the assigned rescue engine for Station 12 for responses to vehicle accidents and other rescue incidents. Reducing the wear and tear on the larger rescue engine should permit the apparatus to provide additional years of front line service with a fifteen year life cycle for this unit. As the other three Seagrave rescue engines are in better condition with less usage up to this point and have experienced fewer maintenance issues it is ***not recommended*** that any of these units be rotated for use at Station 12.

Engine 12-6 (Engine 5) would be replaced with a short wheelbase pumper carrying 750 gallons of water equipped with multiple attack lines and basic engine company equipment. This engine would respond to all structural fires, outside and vehicle fires as well as other minor calls where the capabilities of a well-designed engine apparatus would be more suitable.

The fire companies planned replacement engine apparatus should be appropriately designed in accordance with the recommendations included with this report. ***It is the recommendation of Emergency Vehicle Response that there would be more significant operational, training and cost efficiencies gained by having at least two primary engine company apparatus operated by the fire company that would be designed and equipped as identical units, with the remaining units operating as combination rescue engines with no more than a 500 gallon water tank and a nominal compliment of both engine company and rescue tools and equipment.***

8.1 Requirements for new Engine:

1. Four door custom cab with seating for six (6) personnel
2. Wheelbase between 175 inches and 185 inches
3. Overall length between 29 and 30 feet, 6 inches
4. Overall height between 118 and 122 inches
5. 450 Horsepower diesel engine with Telma driveline retarder
6. Five speed automatic transmission
7. Disc brakes, 17 inch on front and rear axles
8. 1500 gpm single stage fire pump with side mount pump controls
9. Apparatus to have minimum of four (4) 2.50" rear discharges
10. 750 gallon water tank with poly construction
11. Minimum of six (6) preconnected attack lines including:
 - a. One (1) 100 to 150 foot 1.75" trash line on front bumper
 - b. Two (2) 200 foot 1.75" attack lines
 - c. One (1) 400 foot 2.00" attack line
 - d. One (1) 200 foot 2.00" or 2.50" attack line with a smooth bore nozzle
 - e. One (1) 200 to 250 foot 3.00" leader line with lightweight gated wye
12. Hose bed to accommodate a minimum of 1000 feet of 4.00" supply line
13. Hose bed to accommodate a minimum of 500 feet of 3.00" hose
14. Hose bed to be not more than 66.00 inches from the ground
15. Tailboard mounted portable master stream device
16. Apparatus body to be constructed of stainless steel with similar substructure
17. Apparatus body to have full height compartments on left side, low side on right side
18. Ground ladders to be mounted on the right side of the body with a 24 foot extension ladder, 14 foot roof and 10 foot folding ladders
19. Provide for six 12 volt LED scene light to include a cab brow light, two mid body lights on each side and one rear body light
20. All body compartments to be equipped with appropriate trays, shelves and tool boards with all hand tools mounted inside the compartments in a standard location
21. LED lighting should be utilized for all running and emergency lights
22. All sides of the apparatus to have high visibility reflective graphics
23. Front suction inlet with power operated intake valve and manual override
24. Full width steel reinforcement channel mounted behind front bumper
25. Drive shaft safety guards on each section of the driveline
26. Six Group 31 batteries on stainless steel trays with minimum of 340 amp Niehoff alternator
27. Back up camera system with both right side and rear cameras
28. Front windshield down view mirror
29. Air operated pump primer
30. Electronic stability control
31. Stainless steel straps on diesel fuel tank and all air reservoirs
32. Stainless steel pull cables for each air reservoir with remote mounted drain valves
33. IMMI Reach Ready orange color seat belts with extended female stalks

8.1 Requirements for new Engine:

An engine apparatus as outlined above would cost in the range of \$480,000 to \$530,000 dollars in current day costs and would provide for improved fire flow delivery, enhanced safety for the operating members and would be used as the basis for standardized engine company apparatus in the future. The new apparatus should be designed to be as short and maneuverable as possible and should incorporate as many of the above listed bullet points as the basis for the initial design. The first new engine apparatus would be ordered to replace Engine 12-6 (Engine 5) during 2015 in accordance with the fleet replacement schedule as outlined in Section 8.2 of this report.

8.2 Fleet Replacement Option A:

Under this recommendation all future apparatus acquisitions would have new pumpers being acquired in 2015 and 2019 and new rescue engines in 2022, 2025 and 2028. Ladder 12 should be rebuilt during 2015 to extend its life cycle and then replaced with a new truck in 2025.

Fleet replacement by unit:

Engine 12-6 (Engine 5): Retire unit in 2014 and sell to a fire department or broker, replace with new engine apparatus in 2015, current unit would be 6 years old, pumper would again be replaced in 2030, providing 15 years of service

Engine 3-6 (Engine 4): Replace with new engine apparatus in 2019, current unit would be 10 years old

Engine 12-4 (Engine 1): Replace with new rescue engine in 2022, current unit would be 14 years old

Engine 3-4 (Engine 2): Replace with new rescue engine in 2025, current unit would be 17 years old

Engine 6-6 (Engine 1): Replace with new rescue engine in 2028, current unit would be 19 years old

Ladder 12: Rehabilitate truck in 2015, replace with new ladder in 2025, current unit would be 21 years old

Brush 6-0: Replace with a new brush utility unit in 2017/2018, current unit would be 20 years old

This replacement schedule would provide the following benefits for the fire company with future planning for other major capital projects:

1. The replacement of the first two units, Engine 12-6 during 2015 and Engine 3-6 in 2019 would provide for a short wheelbase pumpers which would improve vehicle maneuverability, safety and improved water flow capabilities, while lessening the workload on the current rescue engines, allowing them to provide an average of 15.66 years of front line service. Engine 12-6 and 3-6 would average 8.0 years of front line service and should maximize their resale value.

8.2 Fleet Replacement Option A:

2. By increasing the age and time frames required for each major apparatus purchase to approximately every 3.25 years between each acquisition this can provide for adequate financial resources to be in place to fund the apparatus replacement program.
3. New engine apparatus would be acquired approximately every 3.25 years providing for the latest safety and technological advances with the retired units averaging 13.2 years of front line service which is well within the duty cycle of current engine apparatus.
4. Due to the high cost of replacement apparatus and the condition of the current vehicle it is recommended that Ladder 12 be rebuilt during 2015 to extend its life cycle out to twenty one years.
5. The fleet replacement program will provide for single pieces of apparatus to be acquired at each point with the exception of 2025 when both a rescue engine and new ladder truck would be placed into service at the same time.

This fleet replacement plan would provide for a mixture of engine and rescue engine vehicles while still maintaining the current fleet size of five units. As reported by chief officers there have been relatively few times when all five of the Seagrave rescue engines have been in service for any extended period. EVR recommends a mixture of short wheelbase Class A engines along with the larger rescue engines to provide both fire and rescue services to the community. The concept of having five identical units acquired at the same time has not proven to have many positive benefits for a department the size of Christiana. The recommendations set forth within this report and the two fleet replacement options provides a path for the fire company to maintain a robust apparatus fleet while considering the financial implications with the current vehicles.

New apparatus should be acquired when needed in accordance with the recommendations made in Section 8.0 of this report. Particular attention should be made to acquiring apparatus that will meet the needs of the response area while maintaining a level of cost effectiveness with respect to option content on the vehicles and the inclusion of rarely used components that increase the cost of operation and maintenance over the life cycle of the unit.

Future rescue engine apparatus should be acquired with similar engine company capability with respect to attack lines, supply line but should be limited to carrying 500 gallons of water. With the capabilities of the water distribution systems, four inch supply line when combined with four way hydrant valves the 500 gallon water tank provides sufficient initial water supply and would allow for a lower hose bed for hand line stretches. Most importantly the apparatus needs to be designed around a defined tool and equipment inventory to establish the proper chassis components including axles, tires, suspension and overall vehicle dimensions.

8.3 Requirements for Rescue Engine:

1. Four door custom cab with seating for six (6) personnel
2. Wheelbase between 195 inches and 202 inches
3. Overall length between 31 feet 6 inches and 32 feet, 6 inches
4. Overall height between 120 and 126 inches
5. 500 Horsepower diesel engine with Telma driveline retarder
6. Five speed automatic transmission
7. Disc brakes, 17 inch on front and rear axles
8. 1500 gpm single stage fire pump with side mount pump controls
9. Apparatus to have minimum of four (4) 2.50" rear discharges
10. 500 gallon water tank with poly construction
11. Minimum of six (6) preconnected attack lines including:
 - a. One (1) 100 to 150 foot 1.75" trash line on front bumper
 - b. Two (2) 200 foot 1.75" attack lines
 - c. One (1) 400 foot 2.00" attack line
 - d. One (1) 200 foot 2.00" or 2.50" attack line with a smooth bore nozzle
 - e. One (1) 200 to 250 foot 3.00" leader line with lightweight gated wye
12. Hose bed to accommodate a minimum of 1000 feet of 4.00" supply line
13. Hose bed to be not more than 66.00 inches from the ground
14. Tailboard mounted portable master stream device
15. Apparatus body to be constructed of stainless steel with similar substructure
16. Apparatus body to have full height, full depth compartments on both sides of body
17. Ground ladders to be mounted on right side hydraulic ladder rack with a 24 foot extension ladder, 14 foot roof and 10 foot folding ladders
18. Upper body compartments on the left side of the body
19. Provide for seven 12 volt LED scene light to include a cab brow light, two mid body lights on each side and the rear
20. LED lighting should be utilized for all running and emergency lights
21. 20.0 Kw Hydraulic generator with two electric cable reels
22. Front suction inlet with power operated intake valve and manual override
23. Full width steel reinforcement channel mounted behind front bumper
24. Drive shaft safety guards on each section of the driveline
25. Six Group 31 batteries on stainless steel trays with minimum of 340 amp Niehoff alternator
26. Back up camera system with both right side and rear cameras
27. Front windshield down view mirror
28. Air operated pump primer
29. Electronic stability control
30. Stainless steel straps on diesel fuel tank and all air reservoirs
31. Stainless steel pull cables for each air reservoir with remote mounted drain valves
32. IMMI Reach Ready orange color seat belts with extended female stalks

8.4 Fleet Replacement Schedule Option B:

Under this recommendation apparatus acquisitions would have new pumpers being acquired in 2015 and 2019 with rescue engines acquired in 2022 and 2028. This would provide the fire company with two identical engines and similarly equipped rescue engines. One engine and rescue engine would be assigned to Station 12 with a rescue engine assigned to Station 3 along with a Class A engine operated by Station 6.

The ladder company fleet would consist of a 100-105 foot tandem axle rear mounted aerial ladder for Station 12 and a 75 foot quint for Station 3. The quint could be outfitted with hydraulic rescue tools, stabilization equipment along with a four attack lines, supply line and at least 150 feet of ground ladders. This unit would be built on a single rear axle with a wheelbase around 230-235 inches and overall length of under 37 feet to keep the unit maneuverable in the apartment and townhouse complexes.

Fleet replacement by unit:

Engine 12-6 (Engine 5): Retire unit in 2014 and sell to a fire department or broker, replace with new engine apparatus in 2015, current unit would be 6 years old, unit would again be replaced in between 2028 and 2030 depending upon condition and maintenance costs

Engine 3-6 (Engine 4): Replace with new engine apparatus in 2019, current unit would be 10 years old

Engine 12-4 (Engine 1): Replace with new rescue engine in 2022, current unit would be 14 years old

Engine 6-6 (Engine 1): Replace with new rescue engine in 2030, current unit would be 21 years old

Engine 3-4 (Engine 2): Replace with 75 foot quint in 2024, current unit would be 16 years old

Ladder 12: Rehabilitate truck in 2015, replace with new ladder in 2026, current unit would be 22 years old

Brush 6-0: Replace with a new brush utility unit in 2017/2018, current unit would be 20 years old

This replacement schedule would provide the following benefits for the fire company with future planning for other major capital projects:

1. The replacement of the first two units, Engine 12-6 during 2015 and Engine 3-6 in 2019 would provide for a short wheelbase pumpers which would improve vehicle maneuverability, safety and improved water flow capabilities, while lessening the workload on the current rescue engines, allowing them to provide an average of 15.66 years of front line service. These two engines would be identically equipped and outfitted with attack lines to minimize re-training of personnel if the units had to be switched in between fire stations.

8.4 Fleet Replacement Option B:

2. This replacement plan would be slightly more aggressive than Option A as there would be 2.80 years in between each major apparatus purchase and would ultimately provide for a fleet of six units consisting of two engines, two rescue engines, one quint and a 100 foot rear mount aerial ladder.
3. Acquisition of the quint would provide for additional ladder company service for the response area and would enhance the aerial and ground ladder capabilities at locations where the response of a second due ladder company would be justified, in addition to the normal response of units on the first alarm. A properly designed and deployed quint could provide improved vehicle placement in box areas where building access is problematic for the current apparatus due to parking spaces, fencing and landscaping.
4. Having a quint in the apparatus fleet provides some increased deployment options for the chief officers and could allow for a fill-in aerial device when the primary ladder truck from Station 12 is out of service for repairs and maintenance.
5. This fleet replacement option would provide for single pieces of apparatus to be acquired at each point in the process, but would require constant upgrading of the fleet with the reduction in time in between each major apparatus acquisition.

8.5 Fleet Replacement Summary:

The Christiana Fire Company operates a modern fleet of apparatus that have been fully equipped with the latest tools and equipment for each vehicle. The goal of the fleet replacement plan is to have a defined schedule for new and replacement apparatus supported by available funding from the Board of Directors and other stakeholders within the organization. While new apparatus can be acquired, equipped and operated by the officers and members the care and maintenance issues must be corrected and addressed if the life cycle of the apparatus is to successfully meet the established goals and time frames as outlined. The proposed fleet replacement options and recommendations will assist the fire company in providing apparatus to meet the current and future needs of the first due response area.

While the fire company can be justifiably proud of its past accomplishments and the current apparatus and equipment capabilities, grouping purchases together with the intent of saving upfront costs have created the current situation where the apparatus for a number of reasons have not met expectations with increasing repair and maintenance costs with another four years of loan payments on the engine fleet. Fleet planning and replacement requires a prudent and programmed approach to future fire apparatus and equipment purchases which will be designed to meet the needs of the response area with enhanced maintenance capabilities. While there can always be a desire to want to have new vehicles in every fire station there must be a logical approach to the long term investments made by the fire company to best meet and serve the needs of the community. The recommendations put forth in this report should assist the Christiana Fire Company in meeting that goal.

9.0 Summary

We gratefully acknowledge the cooperation and assistance of the Chief Officers and Chief Engineer of the Christiana Fire Company who provided information on the apparatus, response policies and procedures, fire incident responses and other district records that were made available for review by the staff of Emergency Vehicle Response.

The summary, findings and recommendations as developed in this report are solely those of Emergency Vehicle Response and have not been influenced by any representative of the fire company or any outside parties.

The staff of Emergency Vehicle Response looks forward to meeting with the Board of Directors, Christiana Fire Company Chief Officers and other stakeholders to review and discuss the findings and recommendations included in this report.

Respectfully submitted,

Michael Wilbur

Tom W. Shand

10.0 Appendix:

Example of short wheelbase Engine with 500 gallon water tank

Wheelbase of 172.50 inches, Overall Length of 29 feet, 3 inches

10.0 Appendix:

Example of L-shaped 500 gallon water tank
With four preconnected attack lines, 3.00 inch hose bed
And tailboard mounted blitz fire step gun

10.0 Appendix:



**Example of 75 foot quint with 75 foot ladder, four attack lines,
500 gallon water tank and compliment of ground ladders**

10.0 Appendix:

Following are some of the areas of concern that should be addressed with the rebuilding of Ladder 12:

1. Complete repaint of cab and body exterior with removal of all rust and corrosion.
2. Sandblast and cleaning of chassis frame rails with removal of all rust.
3. Replace fuel tank straps with stainless steel material.
4. Load testing of chassis electrical system.
5. Removal of ladder sections, steam cleaning and repainting as required.
6. Provide all LED warning and running lights to replace halogen lighting.
7. Chassis alignment and replacement of tires as required.
8. Replace all handrails with serrated non-slip aluminum or stainless steel rails.
9. Replace the turntable rails with serrated non-slip material and Mansaver bars.
10. Clean the interior of all body compartments and provide a non-marring coating.
11. Replace Slidemaster trays with On Scene Solutions or similar slide trays.
12. Mount all hand tools inside of compartments that are not secured.
13. Provide positive non-marring 9G rated brackets and hardware for all cab mounted hand tools.
14. Replace the rear step and turntable access steps with new non-slip aluminum treadplate with Bustin inserts.
15. Provide stainless steel scuff plates or similar material at all high wear areas and where forcible entry tools would damage the cab or body.
16. Replace cab seat material and replace or adjust the SCBA brackets.
17. Replace all cab seat belts with IMMI Reach Ready orange color seat belts.
18. Provide a vehicle data recorder and seat belt monitoring system.
19. Provide Crossfire tire pressure monitoring system for the rear tires.
20. Replace the body rub rails with heavier stainless steel or poly rails spaced away from the body.
21. Inspect all aerial ladder hydraulics and replace system filters.
22. Provide spring loaded manual pull drains on all air system reservoirs.
23. Replace the front bumper with a reinforced painted steel bumper
24. Recess all air horns and sirens into the front bumper.
25. The completed apparatus should be subject to a third party inspection including the aerial ladder prior to placing the unit back into service by the Fire Company.

If the Board is in agreement, the Board will vote to sign Chapter 90 paperwork to install flashing pedestrian beacons at the crosswalk located at the intersection of Millbury Street and Crosby Road.



Traffic Safety Corporation
2708 47th Ave.
Sacramento, CA 95822-3806
Toll Free: 888.446.9255
Tel: 916.394.9884
Fax: 916.394.2809
Email: sales@xwalk.com
Web: www.xwalk.com



TS60-RRFB LED Rectangular Rapid Flash Beacon



General Description

Our Rectangular Rapid Flash Beacons (RRFBs) are used to supplement warning signs at uncontrolled intersections or mid-block crosswalks. Our RRFBs feature flashing, high-intensity LEDs that alert motorists that pedestrians are using the crosswalk. Studies have shown that RRFBs significantly increase driver yielding behavior.

Applications

- Pedestrian crossings
- School crossings
- School zones

Benefits

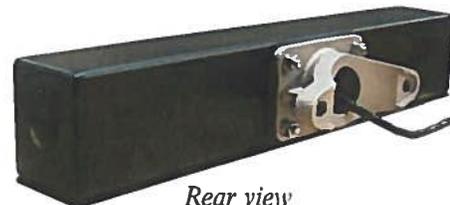
- High intensity LEDs command the attention of drivers and significantly increase driver yield rates.
- LEDs visible under all weather conditions.

Features

- Meets MUTCD requirements.
- Available for 120VAC or 12VDC power input.
- Configured for 2 flash / 3 flash sequence.
- 5-1/2"W x 1-5/8"H Super-LED lens (low current - high output)
- Pedestrian Confirmation Light can be mounted on left or right side of enclosure to alert pedestrians that the RRFB is flashing.
- Vandal proof stainless steel fasteners.
- Black powder coated steel enclosure (20"W x 3-1/2"H x 3"D).



Front top view



Rear view

Visit our web site: www.xwalk.com

Alexa Avram
 Direct: 916-330-1081
 Office: 916-394-9884 Ext 232
 CUST. #8467

CONFIDENTIAL

Quote #TS-61915-1

Item #	Description	U/M	Unit Price	QTY.	EXTENDED
383	65W Solar Panel	EA.	\$344.50	2	689
466	Solar Panel Mount	EA.	\$97.50	2	195
6666	Battery, 100AH	EA.	\$305.50	2	611
7794	Pole Collar	EA.	\$58.50	2	117
7332	Base Extended Neck Aluminum	EA.	\$175.50	2	351
7349	14' Pole Aluminum Sch. 40	EA.	\$338.00	2	676
5501	Anchor Bolt Template	EA.	\$13.00	2	26
4220	Anchor Bolts Galvanized	EA.	\$8.45	8	67.6
*0	RRFB, Single Side, (NO CONFIRMATION) DC	EA.	\$718.90	2	1437.8
*1000	Fislr Cab Assembly, Solar, 24/7, Dimming, 1-2 Batt SOLAR-2NX-UNN-H	EA.	\$1,332.50	2	2665
TOTAL QUOTE					\$6,835.40

Savg \$7,000-

If the Board is in agreement, the Board will vote to sign Chapter 90 paperwork for Engineering design and construction to improve roadway geometry and pedestrian accommodations throughout the Town Common area.

CHAPTER 90 – PROJECT REQUEST

8/2012

updated

***2 Original Signed Project Request Forms are to be submitted.**

CONTRACT

Classification: _____

Primary Road: _____

Local Road: _____

City/Town: Grafton

Location(s): Grafton Common

Length: _____ feet

Width: _____ feet

PROJECT TYPE

Construction:

Resurfacing:

Engineering:

Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	_____
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

Engineering design and construction to improve roadway geometry and pedestrian accommodations throughout the Town Common area. See attached estimate and plan for further details.

WORK TO BE DONE:

Force Account:

Advertised Contract:

Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ 245,000.00

****These funds will pay 100% of Local Road Project costs to the limit of this assignment****

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:
Signed: _____
State Aid Engineer _____ Date _____
Road Classification Verified: _____
Approved for \$ _____ @ 100%
District Highway Director _____ Date _____

Signed: <u>Brian Segato</u>
<u>Engineer</u> _____ <u>5/18/16</u>
Highway Official's Title _____ Date _____
Accounting Official's Title _____ Date _____
Date _____ Duly Authorized Municipal Officials



CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Grafton MassDOT Highway District # 3

Proposed Work:
 Construction Resurfacing Improvement Engineering 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.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by: <i>Brian Szgulas 5/18/16</i>
	<i>Engineer</i>
	Highway or Conservation Officer's Title
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.**



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST				
PROJECT: Grafton Common Roadway Improvements With Traffic Island on Worcester Street				
DATE: March 28, 2016				
				MassDOT Item Number
GENERAL SITE IMPROVEMENTS				
	UNITS	\$/UNIT	QUANTITY	VALUE
Sediment and Erosion Control	Allow	\$1,000.00	1	\$1,000
Mobilization/Demobilization	Allow	\$1,000.00	1	\$1,000
Cleanup	Allow	\$1,000.00	1	\$1,000
Sawcut Asphalt	L.F.	\$3.00	2,050	\$6,150
Loam and Seed	Sq. Yd	\$7.00	650	\$4,550
Remove Traffic Dummy at Upton Street	Allow	\$1,500.00	1	\$1,500
Remove & Reset Electric Pole	Allow	\$5,000.00	1	\$5,000
Remove & Reset Sign Post	Each	\$100.00	3	\$300
Traffic Sign	Each	\$150.00	12	\$1,800
Traffic Sign Post	Each	\$265.00	12	\$3,180
			Subtotal:	\$25,480
			20% Contingency/Inflation:	\$5,096
			GENERAL SITE IMPROVEMENT TOTAL:	\$30,576
ROADWAY				
	UNITS	\$/UNIT	QUANTITY	VALUE
Remove & Dispose of Bit. Berm	L.F.	\$10.00	230	\$2,300
Excavate and Haul for New Road Area	Cu. Yds.	\$26.00	70	\$1,820
Old Pavement Excavation	Sq. Yds.	\$10.00	510	\$5,100
Gravel Borrow for New Road	Cu. Yds.	\$36.00	20	\$720
Fine Grade and Roll	Sq. Yds.	\$4.00	20	\$80
Bituminous Asphalt Binder Course (4.5")	Ton	\$180.00	55	\$9,900
Bituminous Asphalt Top Course (1.5")	Ton	\$180.00	20	\$3,600
Vertical Granite Curb - Straight	L.F.	\$40.00	525	\$21,000
Vertical Granite Curb - Curved	L.F.	\$50.00	315	\$15,750
Sloped Granite Edging	L.F.	\$30.00	325	\$9,750
Granite Transition Curb For Wheelchair Ramp	L.F.	\$41.00	40	\$1,640
Remove Relocate & Reset Vertical Granite Curb	L.F.	\$22.00	225	\$4,950
Traffic Island Pavers	Sq. Ft.	\$30.00	500	\$15,000
Pavement Arrows	Sq. Ft.	\$6.00	20	\$120
Parking Lines	L.F.	\$1.00	315	\$315
SWEL Line Strip	L.F.	\$1.00	1,600	\$1,600
Dashed Line Strip	L.F.	\$1.00	540	\$540
Double Yellow Line Strip	L.F.	\$1.00	800	\$800
Thermoplastic Crosswalk	Sq. Ft.	\$20.00	1,650	\$33,000
Stop Bar and No Parking Paint	Sq. Yds.	\$2.50	10	\$25
			Subtotal:	\$128,010
			20% Contingency/Inflation:	\$25,602
			ROADWAY IMPROVEMENT TOTAL:	\$153,612
SIDEWALKS				
	UNITS	\$/UNIT	QUANTITY	VALUE
Excavate and Haul for New Sidewalk	Cu. Yds.	\$26.00	110	\$2,860
Gravel Borrow for Sidewalk	Cu. Yds.	\$36.00	25	\$900
Fine Grade and Roll	Sq. Yds.	\$4.00	95	\$380
Concrete Sidewalk	Sq. Yds.	\$51.00	95	\$4,845
Concrete (4") for Handicap Ramps	Sq. Yds.	\$85.00	40	\$3,400
ADA Detectable Warning Panel (wet-set)	Each	\$200.00	7	\$1,400
			Subtotal:	\$13,785
			20% Contingency/Inflation:	\$2,757
			SIDEWALK IMPROVEMENT TOTAL:	\$16,542
Drainage				
	UNITS	\$/UNIT	QUANTITY	VALUE
Catch Basin	Each	\$3,000.00	3	\$9,000
Frame and Grate	Each	\$775.00	3	\$2,325
Frame and Cover	Each	\$700.00	2	\$1,400
12" HDPE Pipe	L.F.	\$65.00	30	\$1,950
Convert Catch Basin to Drain Manhole	Each	\$800.00	2	\$1,600
Demolish Catch Basin	Each	\$500.00	2	\$1,000
			Subtotal:	\$17,275
			20% Contingency/Inflation:	\$3,455
			DRAINAGE IMPROVEMENT TOTAL:	\$20,730
			PROJECT TOTAL:	\$221,460

(Say \$245,000 -) x 1.1 (for Design)
\$243,606

If the Board is in agreement, the Board will vote to approve a One Day Beer and Wine License for the Grafton Public Library for a function to be held on June 10, 2016.

DATE: 5/18/2016

GRAFTON PUBLIC LIBRARY
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

FRI JUNE 10 2016
Date(s) of Function

GPL 35 GRAFTON COMMON GRAFTON MA 01519
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original (X) license as indicated by (X), for which the fee is enclosed.

- () Garage Class _____ (\$100)
- () Peddler (\$25.00)
- () Pool Room, _____ tables at (\$25) each
- () Bowling, _____ alleys at (\$25) each
- () Auctioneer (\$25)
- () One Day Auctioneer (\$10)
- () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side
- () Music (\$10)
- () Common Victuallers (\$25)
- () Innholders (\$25)
- One Day Beer & Wine (\$25)
- () One Day All Alcoholic (\$25)
- () Second Hand Articles (\$40)

Name: _____

Manufacturer: _____

Business Name: GRAFTON PUBLIC LIBRARY

License in name of: ELIZABETH S GALLAWAY

Title: DIRECTOR

Business Address: 35 GRAFTON COMMON
GRAFTON MA 01519

Phone No.: 508-839-4646

Residence: 300 PROVIDENCE RD APT A
SUIT A GRAFTON MA 01560

Phone No. 978-809-7537

Signature of Applicant: Elizabeth S Gallaway

PLEASE COMPLETE THE REVERSE SIDE

There will be a discussion about sidewalks.

There will be a discussion about baseball field naming.

If the Board is in agreement, the Board will approve the meeting minutes of February 16, 2016 as presented.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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

BOARD OF SELECTMEN
MEETING MINUTES

February 16, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

A regular Board of Selectmen meeting was called to order at 7:03 PM. Present: Craig Dauphinais, Bruce Spinney, Dennis Flynn, Doug Willardson and Laura St.John-Dupuis
Absent: Jennifer Thomas, Brook Padgett and Tim McInerney.

Announcement

Mr. Dauphinais stated that agenda item for One Grafton Common, including the Boulevard. This topic will not be discussed tonight and the item will be continued.

Representative David Muradian- Budget Update

Representative Muradian addressed the Board stating that the budget was released January 27th and will provide some information.

Representative Muradian also thanked all of the members of the Select Board and the residents of Grafton for their generosity for the coat drive in December, over 500 coats were brought in and disbursed to local schools and the DCF office in Whitinsville.

Representative Muradian provided some specifics for Grafton under the Governor's budget proposal.

- Chapter 70 will come in at \$10,714,830 an increase of \$80,135.
- Unrestricted Government Aid (UGA) comes in a \$1,503,368 an increase of \$61,980.
- Chapter 90 is forthcoming. The Governor put forth a proposal asking for \$200M subject to legislature and appropriation.

Rep. Muradian stated that he had asked for town specific requests from Town Administrators in his district that he will advocate for.

Looking at Grafton, Mr. Muradian is requesting quite a bit that deals with schools.

- 48 • Millbury Street Elementary School - side walk repair.
- 49 • Grafton Middle School -refrigerator compressor
- 50 • North Street Elementary -School sidewalk repairs.
- 51 • Rep. Muradian stated that a sizeable deposit to go into to State Stabilization fund
- 52 over \$200M
- 53 • An increase in unrestricted local aid by 4.3%
- 54 • Seeking to authorize \$50M for the small bridge repair program. This will be for
- 55 bridges that span 10 – 20 feet
- 56 • \$72M increase to chapter 70
- 57 • \$18.6M quality Kindergarten, tuition free all day
- 58 • \$5.6m development of next generation MCAS
- 59 • \$938M for funding to DCF, built upon from FY13 a 26% increase

60

61 Moving forward past the budget there is a municipal modernization bill, to help cut
62 through red tape, allowing municipalities to work on their pressing items.

63

64 Mr. Dauphinais asked about the Chapter 70 funding. An \$80,000 increase is less than
65 1% for Grafton. Does Rep. Muradian think that number is going to stay there? Rep.
66 Muradian stated it is difficult to say, because they need to see the House and Senate
67 version. Typically, there tends to be modest increases in the house and senate version.

68

69 Mr. Flynn stated he is quite concerned about the Governor putting emphasis on Charter
70 Schools at the expense of public education. Mr. Flynn asked what Rep. Muradian feels
71 about this. Mr. Flynn further stated that he feels that money for Charter Schools should
72 come out of other places instead of Chapter 70 monies. Rep. Muradian stated that he is
73 a supporter of charter schools under the right circumstances and has concerns if we are
74 taking money from public schools.

75

76 **Scanlon Audit- Tom Scanlon**

77

78 Mr. Willardson introduced Mr. Tom Scanlon of Scanlon and Associates. Mr. Scanlon
79 addressed the Board and introduced audit manager Mr. Jeff Gendron. Mr. Scanlon
80 provided the following information and answer questions. Mr. Scanlon stated there are
81 three reports.

82

83 • The audit went very well as it has the last 2 years and received an unmodified
84 opinion which is the best opinion you can get. Financial reporting is in excellent
85 shape allowing a better bond rating in the market.

86

87 • The Town reserves are in real good shape. \$2.4M free cash: This comes from
88 approx. \$1M from the year before of unused free cash .Generated \$252K on local
89 receipts. Motor Vehicle excise and other receipts are right on target. \$515K in turn
90 back. from appropriations, \$275K sales tax foreclosure, a one-time event.

91

92 Mr. Willardson stated that a lot of free cash gets turned back from unused salaries such
93 as vacant positions. Mr. Spinney asked if turn back, \$400k is positions we decided not
94 to full. Mr. Willardson stated they were vacant for about two months while we were

95 looking for the positions to be filled. Mr. Scanlon stated when using free cash for
96 operations you are rolling the dice.

97
98 Mr. Spinney the total picture is that \$1M we are rolling at the end of the year a
99 comfortable number. Mr. Scanlon stated that he encourages leaving it in free cash or
100 putting it in stabilization. Mr. Scanlon stated Stabilization has \$3.3M and does not
101 include road stabilization \$1.5M. Mr. Spinney is there a certain point we shouldn't be
102 allocating that amount of money. Mr. Scanlon stated it is sound financial practice to
103 invest into the Town's infrastructure. Mr. Spinney asked if we ask the town to set aside
104 money for more infrastructures does that change anything. Mr. Scanlon this is very
105 sound practice and is glad that the Town voted an override; it did a lot for the Town.

106
107 OPEB: statement and net position which recognizes your liabilities.

108
109 OPEB obligations are \$16.8M the Town adopted an OPEB trust. Mr. Scanlon
110 encourages putting more in there. OPEB is a very down the road thinking it's not short
111 term. The Town made a promise to pay for the future cost of retiree's Health insurance.
112 Any retiree that retires will be paid out of the trust. Mr. Dauphinais asked if that was just
113 health insurance. Mr. Scanlon stated yes.

114
115 Mr. Scanlon stated that the goal is that in 2032 retirement will be funded and that piece
116 will drop off in retirement assessment. Mr. Willardson stated we currently fund in the
117 operating budget every year.

118
119 Mr. Spinney asked if there are savings vehicles for OPEB. Mr. Scanlon said no. Certain
120 things let you be more aggressive in your investments. There has to be away for funds
121 to come from the tax rate.

122
123 Mr. Spinney stated that it's going to hurt when we get there. Mr. Scanlon, more people
124 are looking at the benefit side of it as the Town made the promise of 50% of retiree's
125 health insurance. Mr. Willardson stated we have talked to state delegation perhaps
126 creating some sort of mechanism like the Worcester retirement system. They are
127 allowed to invest in slightly more effective ways. We are trying to get a means to do
128 that with OPEB. Other communities take what is left over from health insurance
129 appropriation and put it into the OPEB trust at the end of the year. We budget 5% for
130 our premium increase and any overages we can put into OPEB.

131
132 Mr. Dauphinais stated that the pension liability is \$17M; Mr. Willardson stated that
133 Worcester retirement charges us a liability; they gave us an assessment and that
134 increased 8%.

135
136 Mr. Spinney if we find a vehicle that allows us to invest a little better than our normal
137 stabilization account, does that count towards our bond rating. Mr. Scanlon you will get
138 a better discount rate that will lower all of these numbers. Mr. Spinney asked how much
139 wiggle room we have with the money we currently have setting aside. Mr. Scanlon it will
140 count towards your reserves and there is a formula. You will get credit for it and it will be
141 reflected in the bond rating.

142

143 Mr. Scanlon stated that the number one asset is property taxes that are the main
144 revenue source. Grafton's collection rate is 98.4% amount committed divided by
145 amount collected is very strong and stated that we have done very well over the last 2
146 years and are pretty sound in that department.

147
148 Mr. Flynn stated that our number one asset is people. We need to be market
149 competitive. It is important we attract and hold onto the best that is out there. Mr.
150 Scanlon agreed. Mr. Flynn we want to maintain good people and provide good benefits
151 to retain good people.

152
153 Mr. Scanlon commented regarding the management letter and recommends the Town
154 established a Finance Director Position and that there are grants out there. A Finance
155 Director position would be a benefit to Grafton. Mr. Scanlon encourages the Town to
156 seriously look at this.

157
158 Mr. Dauphinais asked Mr. Scanlon if this would this be a shared position with the Town
159 of Grafton and School Department. Mr. Scanlon stated that the Town could look at it. He
160 has stated that he has seen it work and not work. Mr. Flynn stated the school does not
161 have a finance director. Mr. Flynn stated that Mr. Scanlon is talking about a six figure
162 position. Mr. Scanlon stated yes and the Town would have to feel out how a shared
163 position would work. He feels that one person and point of contact would be beneficial
164 and that he wasn't thinking of merging school when writing the management letter. If
165 there are any more questions, feel free to contact Mr. Scanlon

166
167 Mr. Dauphinais asked if other towns are growing human resources. Mr. Scanlon stated
168 that human resource positions are coming around. Longmeadow restructured
169 everything and it worked well.

170
171 Mr. Scanlon stated as part of the budget the town builds indirect costs into the sewer
172 fund, the retirement assessment piece is not part of that and feels the Town should look
173 at that retirement assessment as a true cost of the sewer enterprise. Mr. Willardson
174 stated that we did increase for FY17 budget based on Scanlon's recommendation.

175
176 Bank reconciliations, had some older items that had not been dealt with since audit field
177 work. The Town is very well managed and takes care of things.

178
179 Mr. Scanlon stated the Town of Grafton has sound financial reporting and the
180 employees do what they say they are doing and the Town should be proud.

181
182 Mr. Dauphinais thanked Jessica Gomez for all of her hard work.

183
184 **One Grafton Common Update (Including Boulevard) – Andy Deschenes**

185
186 This item was passed over

187
188 **Pole Petition – Discovery Drive**

189

190 Mr. Spinney read the legal notice. Mr. Spinney made a motion to open the public
191 hearing, Mr. Flynn seconded. All were in favor.

192
193 Mr. Matt Eustis, 20 Columbia Street, North Attleboro of National Grid was introduced to
194 the Board. Mr. Willardson stated that this pole installation request is because Tufts is
195 putting in a solar field. They need this pole to hold the equipment.

196
197 Mr. Spinney made a motion to close the public hearing, Mr. Flynn seconded. All were in
198 favor.

199
200 Mr. Spinney made a motion to approve the pole petition for Discovery Drive. Mr. Flynn
201 seconded. All were in favor.

202
203 **Appointment of Nina Whiting -Council on Aging**

204
205 Mr. Spinney made a motion to appoint Nina Whiting to the Council on Aging Board. Mr.
206 Flynn seconded. All were in favor.

207
208 **Vote to Approve Grafton Grill – Liquor License**

209
210 Mr. Spinney read the public hearing notice. Mr. Spinney made a motion to approve the
211 Liquor License for Grafton Grill. Mr. Flynn seconded. All were in favor.

212
213 Mr. Spinney made a motion to close the public hearing. Mr. Flynn seconded. All were in
214 favor.

215
216 Mr. Spinney made a motion to grant a Liquor License and a Common Victualler License
217 to the Grafton Grill. Mr. Flynn seconded. All were in favor.

218
219 Mr. Dauphinais stated addressed Mr. & Mrs. Belfiore stating that Grafton takes serving
220 minor seriously and that the Town runs sting operations and that the Board does not
221 want to see Mr. & Mrs. Belfiore back here under those circumstances.

222
223 **Vote to Approve Grafton Inn – Transfer of Liquor License & Pledge of Stock**

224
225 Mr. Spinney read the public hearing notice for the Grafton Inn

226
227 Mr. Spinney made a motion to open the public hearing. Mr. Flynn seconded. All were in
228 favor.

229
230 Attorney Henry Lane, representing the Grafton Inn addressed the Board stating that this
231 request is to transfer to an LLC and to pledge the Liquor License to the bank.

232
233 Mr. Flynn made a motion to close the public hearing. Mr. Spinney seconded. All were in
234 favor.

235
236 Mr. Spinney made a motion to approve the Grafton Inn Transfer of Liquor License and
237 Pledge of Stock. Mr. Flynn seconded. All were in favor.

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285

Vote to Sign Scanlon Contract

Mr. Spinney made a motion to sign the Scanlon contract for a three year term. Mr. Flynn seconded. All were in favor.

Vote to Sign – Cable Oversight Committee - Memorandum of Understanding

Mr. Spinney made a motion to sign the Memorandum of Understanding with the Cable Oversight Committee in the amount \$1,200 for a period of 10 years. Mr. Dauphinais seconded. Mr. Flynn stated that he would like to change the contract to 3 years and not for 10 years. Mr. Spinney withdrew his motion.

Mr. Dauphinais made a motion to sign the Memorandum of Understanding and to lock the Cable Oversight Committee in for 5 years with an escalator of 2.5% each year after the first 5 years. Mr. Spinney seconded. All were in favor.

Vote to Sign Fin & Feather Sports Contract for Winter and Spring Session

Mr. Spinney made a motion to sign the Fin & Feather Sports Contract. Mr. Flynn seconded all were in favor. 2nd Mr. Flynn all were in favor

SELECTMEN REPORTS

Mr. Flynn stated that the DPW Building Meeting is tomorrow.

TA REPORTS

Town meeting approved for an architect for the Library, in the process of putting together an RFP.

CORRESPONDENCE

Jim Gallagher – Traffic Concerns

Mr. Dauphinais introduced Mr. Gallagher, stating that he asked to be on the agenda to talk about traffic concerns.

Mr. Gallagher provided the Board will some information regarding the reason for his request to speak to the Board and thanked the Board for providing him with time.

Mr. Gallagher stated that he is here to talk about the proposed Medical Marijuana Dispensary facility in his neighborhood.

Mr. Gallagher stated he is concerned about traffic and makes two request of the Town.

1. Review the proposed site as a suitable location; it cannot be located in a radius of 500ft where children congregate. Mr. Gallagher stated that he has discovered

286 5 other locations that would be within 500ft. and suspect this has not been vetted
287 at the time of choosing this location.
288

289 2. Requests an independent traffic study to be done to deal with the proposed
290 facility.
291

292 Mr. Gallagher stated there are 3 dispensaries in Worcester County and his argument is
293 the traffic. There can be creation of an additional lane on 122, a traffic light, signage
294 restricting parking impediments that block the line of vision from Hollywood Drive, the
295 painting of crosswalks and curbs. There are pre existing issues; an increase of drivers
296 to and from will exacerbate an already difficult situation. A traffic study needs to be
297 done. This is a nonprofit organization and the town will not receive compensation. This
298 needs to be address now.
299

300 Mr. Flynn stated he felt this was very well done and the one thing he didn't hit on was a
301 new location. Mr. Flynn stated that we were told this was going to go through a vetting
302 process.
303

304 Mr. Gallagher stated that the town was looking at information about the process and
305 how the residents could be involved.
306

307 Mr. Gallagher also asked if the Board was aware that a Medical Marijuana facility
308 cannot be placed in a location where children gather within 500ft. Mr. Gallagher stated
309 that he did not know about the requirements until he looked further into the law. He is
310 concerned that we have people flooding into Grafton because they need to be here. The
311 facility should be located in a place that suits the needs of the patient and the
312 community.
313

314 Mr. Spinney stated traffic is something that we are looking at going into that part of
315 town. There was a traffic study done when Cumberland Farms was going in there.
316 What we can do about it he is not exactly sure. We can at least commission a study. We
317 can ask for signalization and spend a little chapter 90 money and go to Graves
318 Engineering, petition the state to put in a turning lane?
319

320 Mr. Spinney stated Cumberland farms did do a traffic study and stated that there are
321 different classifications, for different types of properties and those are all figured in. We
322 need to review the entirety of that traffic study.
323

324 Mr. Flynn stated the Town would have to re-do that whole road. At whose cost is this?
325 Mr. Spinney responding by staying the proposed location is on a State Road.
326

327 Mr. Gallagher stated that we can put up signs on Hollywood Drive and paint curbs so
328 nobody parks there. The Town will need to genuinely look at parking as is at a premium,
329 as we were told from the presentation that parking would be 1 for 1 employee to patient.
330

331 Mr. Dauphinais stated that he shares Mr. Gallagher's concerns about the parking and
332 had spoken to the Town Administrator and Assistant Town Administrator about

333 Hollywood drive. He feels the parking will be problem. People may try to park on
334 Hollywood and this should be addressed.

335
336 Mr. Spinney stated if the business that goes into this location is a Medical Marijuana
337 facility or not, if a restaurant wants to go there, you can't deny them. Mr. Spinney stated
338 that all of these things have a set order. We still have a concern about what goes into
339 that location. If we are being proactive, we have to hire engineers. The traffic problem is
340 always going to be there whether people are getting medical marijuana or not. As it
341 stands now that site is buildable we just can't make it go away.

342
343 Mr. Gallagher requests the following items be looked into by the Town.

- 344
345 1. Should a permit have been given to proceed with construction without going to
346 the planning board and a notice to the abutters?
347
348 2. Check to see if the people involved in the obtaining the license from the state
349 investigated the license process for a Medical Marijuana dispensary and looked
350 for places where children congregate using the Town's GIS.

351
352 Mr. Dauphinais stated that we can get to the state and ask them what is going on. We
353 will make sure the state understands what is going on in that neighborhood. We will ask
354 about the traffic. Parking is going to be a huge issue they are going to have to figure out
355 what they are going to do.

356
357 Mr. Gallagher asked if the Building Department could issue a notice to proceed without
358 any involvement by Town Boards. Mr. Spinney stated it depends on the classification.

359
360 Mr. Dauphinais stated that the zoning officer makes the zoning determinations to see
361 what is allowed in what zone.

362
363 Mr. Gallagher stated that his concerns have been given to the Board and his bottom line
364 is that the operation does not belong there. It's not just an opinion, after the research he
365 did. And from his educated background, it occurs to him this is something that someone
366 missed, Not the Board of Selectmen.

367
368 Mr. Dauphinais stated that the Board follows the rules of the town and that the Board
369 has discretion.

370
371 Mr. Willardson stated he will put together a memo providing information on the
372 following:

- 373
374 ● Address the Town's permitting process
375 ● Address children congregating within 500ft, see if the state has looked into those
376 issues.
377 ● Ask if the Medical Marijuana Facility is willing to relocate
378 ● Parking on site
379 ● Traffic in the who general area

- Active List of individual establishments that will be classified as the congregation of children within 500 feet.

Mr. Flynn made a motion to approve Mr. Willardson's memo and for this item be on the agenda for next meeting and to discuss. Mr. Spinney seconded. All were in favor.

2017 Budget

Mr. Willardson distributed the Budget Books. The budget is going up \$2M, \$1.6M is going to the School Depart.

CPC Update

Next fiscal year there will be applications for some grants for the beach. Charcoal grills, and a canopy and enclosing showers.

Mr. Dauphinais stated that the DCR is giving out significant money for parks. Per Representative Muradian, we should start applying.

Mr. Willardson stated that the way DCR distributes their money is through park grants, we are not eligible unless we have an open space and recreation plan. That was done in 2007 and needs to be updated. We tried to do in house, but could not get anything else done. This will give us priorities and to apply for park grants. Mr. Dauphinais asked what the time frame to do something like this is. Mr. Willardson stated, within 6 weeks because most of the work is done from 2007

Existing playgrounds, Ferry Street. We are looking for potential ways to make more usable.

Stone Arch Bridge not being requested by the Town but the Fire Association,.

Trails, long term to put together a plan to connect all of those, but probably will not be a request on this fiscal cycle.

Façade Improvement Program; is still being discussed

Crosby landfill: Make better use of it. A dog park that is a potential future project.

Schedule Joint Meeting with Planning Board - Dates: March 8th or March 14th

Mr. Willardson stated that the joint meeting will be to discuss marijuana, 40R and articles for the May Town Meeting.

The Board agreed that March 8th would be a date for the joint meeting.

1. MEETING MINUTES

2/2/2016

428
429 **EXECUTIVE SESSION**
430
431 MGL Chapter 30A, Sec. 21(3)
432 Litigation Update
433 Litigation Strategy
434 Union Negotiations
435 Land Negotiation
436 Non Union Negotiations
437 Strategy for Negotiations
438 Minutes

439 **ADJOURN**

440 At 9:22 PM, Mr. Spinney made a motion to adjourn. Mr. Flynn seconded. All were in
441 favor.

442

If the Board is in agreement the Board will approve the meeting minutes of 4/19/16 as presented.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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

BOARD OF SELECTMEN
MEETING MINUTES

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

CALL TO ORDER

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

SCHEDULE

Algonquin Gas – Permission to Core Bore – Jon Bonsall

Mr. McInerney introduced Mr. Jon Bonsall of Algonquin Gas/ Spectra Energy. Mr. Bonsall introduced two Algonquin employees from the Right of Way group who are with him tonight to help with any questions the Board might have. Mr. Eric Boynton and Mr. Joe Cunningham.

Mr. Bonsall stated that they are before the Board this evening to request permission to collect data using Horizontal Directional Drills (HDD), throughout the length of the project. Algonquin is looking to core bore to gather data. HDD is a construction technique intended to minimize impact to resource areas; it drills at an angle and comes out on the other side. The HDD they are requesting is at Fishersville pond. They are anticipating being about 40ft under the water's bottom. They need to do a couple of core board about 120ft to collect what the substances are and will determine the feasibility of the HDD and with design.

Mr. Spinney asked the representatives from Algonquin to explain the process. Mr. Cunningham stated that Algonquin will bring in a truck with a drill and bore 150 feet down. The process should take 4-5 days. They will do each side of Fisherville pond. The hole will have a 4-"6" diameter. They will compact the dirt back after they complete the boring, if they need to, they will bring in sand to compact it.

Mr. Bonsall stated they are going to down the access road to reach the property. Mr. Boynton stated that the road is completely drivable and there is no impact in getting to where the sample needs to be taken.

48 Mr. Bonsall stated they will utilize the access road that is off of Pleasants street. The
49 road is affiliated with National Grid. National Grid has provided Algonquin permission to
50 use the access road. He added, that there are a lot of precautions that will need to go in
51 to place and it will all be protected if there is an incident there will be protection during
52 the boring.

53
54 Mr. Flynn asked Mr. Boynton what property did N-Grid owns. Mr. Boynton said from
55 Pleasant Street N-Grid owns the property.

56
57 Mr. Dauphinais stated that there is a lot of gravel in the area. What do you do if you
58 bore and find this and it will not hold up? Mr. Boynton stated that's why they want to go
59 200ft deep they want to make sure they on stable bed rock to make sure you get what
60 you need.

61
62 Mr. Bonsall added that Algonquin needs to do this now before we go start construction
63 so that we can elevate any problems.

64
65 Mr. Flynn asked where will they be boring. Mr. Boynton stated 50 ft or so off of the
66 water line. Mr. Flynn asked if there is a proposed well. Mr. McInerney stated that there
67 is not a proposed well. Mr. Flynn asked if the conservation agent has been contacted.
68 Mr. Bonsall said yes a few weeks ago to review the bore locations. Mr. McInerney
69 stated that ultimately, Algonquin Gas needed to come to the Board of Selectmen to get
70 permission.

71
72 Mr. Padgett made a motion to approve Algonquin Gas to perform core boring at 1
73 Kittery point, contingent upon conversations with the water district and conservation.
74 Ms. Thomas seconded. Motion carried, Mr. Flynn opposed.

75
76 **Town Administrator Appointments**

77
78 **Paul Powers and Nicholas Lawrence – Temporary Cemetery and Park Summer**
79 **Position**

80
81 Mr. Padgett made a motion to accept the appointment of Paul Powers and Nicholas
82 Lawrence as temporary cemetery and park summer help. Mr. Flynn seconded. All were
83 in favor.

84
85 **William Kuck - Special Police Officer**

86
87 Mr. Spinney made a motion to affirm the appointment of William Kuck as Special Police
88 Officer. Mr. Padgett seconded. All were in favor.

89
90 **NEW BUSINESS**

91
92 **Vote for Town Administrator to Sign Incrediflix Contract for the Recreation**
93 **Department**

94

95 Mr. Spinney made a motion to allow the Town Administrator to sign the contracts for:
96 Wicked Cool, Play Well Teknologies, Skyhawks Sports Academy, and Hillside Meadows
97 Equestrian for the Recreation Department. Mr. Flynn seconded. All were in favor.

98

99 **Vote for Town Administrator to Sign Letter of Support – Massachusetts Liberty**
100 **Bell Replica Move.**

101

102 Mr. Padgett made a motion to approve the Town Administrator to sign the letter of
103 support for the Massachusetts Liberty Bell replica move. Ms. Thomas seconded. All
104 were in favor.

105

106 **Vote to Approve Second Hand License Renewal Lucente Jewelers & N. Main**
107 **Street Antiques**

108

109 Mr. Spinney made a motion to approve the renewal of second hand licenses for Lucente
110 Jewelers and N. Main Street Antiques. Mr. Padgett seconded. All were in favor.

111

112 **SELECTMEN REPORT**

113

- 114 • Mr. Spinney asked to bring up how we handle herbicides and pesticides on public
115 property. Mr. Spinney would like to see if we can explore a safer method for handling
116 those methods in the common as well as Mill Villages Park.

117

118 Mr. McInerney asked Mr. Spinney if he would like some research to be done for the
119 pesticide first or cease the use. Mr. Spinney asked Mr. McInerney to cease using
120 pesticides.

121

122 Mr. Dauphinais stated that he would like to have Mr. Phil Johnson, the cemetery
123 superintendent, attend the next meeting and discuss the makeup of the pesticides
124 that are being used by the Town. Mr. Dauphinais also suggested having the school
125 look at what they use. Mr. Padgett stated that the Town may be in a contract that
126 we can't break as well.

127

128 Mr. McInerney stated that he can call True Green and tell them to cease use.

129

- 130 • Mr. Dauphinais stated that the Board needs to discuss a compensation package for
131 the Town Administrator with a compensation package and would like to schedule for
132 executive session for the next meeting in May.

133

134 **Town Administrator Report**

135

136 **Mr. McInerney provided the following points for his report.**

137

- 138 • WRTA will hold a public meeting on May 5th at the South Grafton Community House
139 at 7pm. This meeting will be for proposed service changes. There will be an
140 announcement on Facebook.

141

142 • Mr. McInerney stated that Development Team meetings are held on Thursdays. The
143 Town did receive a call from a company called Nature's Remedy. They are looking
144 to put a medical marijuana growing facility in at Centech Park. Mr. McInerney
145 suggests scheduling a public hearing for May 24th. Mr. McInerney stated that he
146 wanted the Boards thoughts.
147

148 Mr. Spinney stated that if we are going through a public hearing, we should put it
149 before Town meeting where they can vote on how they feel.
150

151 Mr. Padgett stated that if a marijuana facility went into Centech Park it sounds like a
152 better location for people. We need to make a decision for the 18,000 that are not
153 here. For every decision do we want to run to Town Meeting? If we are having a
154 public hearing for something that is a legal use in a public place is legal. Mr. Padgett
155 stated that he would rather get them in here and figure out what they are doing. If
156 they want to go to Centech Park maybe the other location at Hollywood Gardens
157 won't go in.
158

159 Mr. Dauphinais stated he would like to post the public meeting.
160

161 Mr. Flynn stated that this is the first time he is hearing of this. Mr. Flynn asked if the
162 Board is planning to go forward with the process that was suggested this evening.
163

164 Mr. McInerney stated that he asked if the Board wants to have a public hearing to
165 hear the request.
166

167 Mr. Flynn suggested that if Mr. McInerney wants feedback, he thinks this should be
168 on the next meeting agenda to discuss. If you put on the agenda the process you
169 wish to follow to consider signing a letter of non-opposition. Mr. Flynn is asking to
170 have an agenda item to discuss the process the Board will follow.
171

172 Ms. Thomas stated that we are not talking about recreational marijuana, we are
173 talking about medicinal marijuana additionally Ms. Thomas stated that we chose to
174 sign the letter that we are not interested in legalized recreational marijuana only
175 medicinal marijuana.
176

177 Mr. Flynn stated he is concerned that If recreational marijuana is approved, the
178 medicinal marijuana site could become a retailer of legalized marijuana. Mr.
179 McInerney stated that legalized marijuana has to pass and be put into law Maybe we
180 first perhaps should see we have the proper zoning and bylaws in place.
181

182 Mr. Flynn we still do not know the disposition of what's happening with the current
183 site will licensing by the state and will there be a decision rendered. Mr. Mc it is still
184 under review before the state. Mr. Flynn maybe we should wait to see how that will
185 do. Maybe give it more time as Mr. Spinney is suggestion at the October TM.
186

187 Mr. Padgett stated that the site at Centech Park has been looking for a tenant for a
188 long time and they are a legitimate business.
189

190 Mr. Flynn stated that the Board should err on the side of caution and to be open and
191 allow the public to discuss the procedure going forward and will ultimately be the
192 decision of the town.

193
194 Mr. Flynn stated that he is only hearing about this today and that he has questions
195 and would like time to mull things over. It sounded as if tonight we decided the
196 meeting would be May 24th. If you gave more time to think about this than just off of
197 the top of my head.

198
199 Mr. Dauphinais asked to have this topic on the next Board of Selectmen agenda on
200 May 3, 2016 to discuss how to proceed with this application.

- 201
- 202 • A Kickoff meeting with Peregrine energy is today.
- 203
- 204 • April 30th is cleanup day for the Town of Grafton.
- 205
- 206 • Mr. McInerney and Doug Willardson did a program on the town meeting warrant
207 articles which will run on demand and a local cable.
- 208
- 209 • The Town received a grant for \$20,000 to perform a feasibility study. We are working
210 on the RFP for this .

211
212 **DISCUSSION**

213
214 Mr. Flynn asked about the Budget and CIPC's recommendation to vote for the override
215 for the fire equipment.

216
217 Mr. Dauphinais stated that he understands we are going to debt exclusion vs going
218 through annual capital money, free cash. Mr. McInerney wanted to clarify why we did it
219 this way. If we use stabilization and fee cash, when we go to bond those projects we
220 may end up paying more in interest. That's why I want to keep the stabilization intact.
221 Mr. Spinney stated that he I wouldn't want to go into the stabilization for this.

222
223 Mr. Flynn stated that the Fire Department has been in operation for many years. He
224 feels it wouldn't have that serious of an impact on bonding, in fact feels it may
225 strengthen bonding. These pieces of equipment we took some money and put into other
226 projects. If we need to find the money to do , whether its done in this town meeting or
227 October and would not like to go into another year without the new truck. Concerned
228 about them not passing an override and what we are going to do going forward.

229
230 Mr. Padgett stated that we are going out on debt exclusion items. If we knew what the
231 numbers were it would be easier. In the DPW building we are going to do bonds until
232 2020. Any thought in getting stabilization for ½ and the ballot for ½ and figure where to
233 go from there.

234
235 Mr. McInerney stated that the trouble we have is that the warrants have become very
236 specific. We have to get with Ray as to what he would consider within the scope of the

237 article. The Capital list is things we have to keep doing. Is there a way we can split it
238 from stabilization, we are still not doing library or DPW, if they pass, until 20/20.
239

240 Mr. Flynn asked if there could be a dedicated encumbrance. How much do you need
241 from when you order and when you pay for it? It could be looked on upon as a positive
242 note. Mr. McInerney stated if tells the people selling the truck that I have ½ or a portion
243 of the money to buy a truck. I have nothing to leverage anything I have against it.
244

245 Mr. Flynn it would require delaying some purchasing. You can ask your auditor. Mr.
246 McInerney stated that he didn't know how that would work. Mr. Flynn asked who wanted
247 the warrant to be more specific. Mr. McInerney stated that FINCOM wanted more
248 specifics.
249

250 Mr. Flynn asked how the finance committee reacted to the Fire trucks. Mr. McInerney
251 stated he thinks in general they don't want to see them purchased and don't think they
252 are needed. Mr. McInerney said to solve that, he wants to do equipment needs analysis
253 through a private company. There seems to be people who want to look at things a little
254 differently.
255

256 Mr. Dauphinais stated that he has been a member of the CIPC for a long time; the
257 tanker truck has been on the list for a long time. There was feedback from a committee
258 member who was pretty adamant that we didn't need the water truck. That is why it
259 didn't get funded last year and we were trying to get the grant that didn't happen
260 because we didn't meet the criteria. We put \$600k into one project, the roof at Millbury
261 Street School and we buy trucks for DPW. We do bigger items. Maybe we should look
262 at the list and do one of these trucks through CIPC and not go out for both of them. It's
263 another option.
264

265 Mr. Spinney stated that to Mr. Padgett's point, are we adding another element to debt
266 exclusion area. It is not that he doesn't want to go to debt exclusion; he wants to see a
267 broader approach. Mr. Spinney asked why we aren't looking at all the fire trucks instead
268 of relying on free cash. We need to decided immediately and take a look at everything
269 and see what needs to be replaced.
270

271 Mr. Flynn stated that he has seen the tanker on the CIPC list for 3 years.
272

273 Mr. Dauphinais doesn't feel comfortable about deciding if something is need as Fire is
274 not his forte. This does question if we are spending money on the right thing. Mr.
275 Spinney Town Meeting is the right place
276

277 Mr. Padgett asked it would make more sense in pulling these two items and then we
278 could have the 3rd party company come in and then come back in October and say
279 that's what we need.
280

281 Mr. McInerney stated that maybe we are making this more difficult than it has to be. We
282 can increase the line item inside the budget.
283

284 Mr. Spinney thinks we should have a 3rd party company look at all in the fleet to see
285 what will be need.
286

287 Mr. Padgett stated that he thinks it's a hard sell; part of it is you can go to Town meeting
288 with a list. Mr. Spinney we can do that they way we can do the roads.
289

290 Mr. Flynn stated that the costs are going up and a lot of people can't afford the increase.
291 Mr. Flynn does feel the fire station may need to be held off on and at some point you
292 can't keep going to debt exclusion.
293

294 Mr. Dauphinais stated that we need to live within our budget.
295

296 **MEETING MINUTES**

297

298 3/15/16
299

300 Mr. Spinney made a motion to approve the minutes of 3/15/16 as presented. Ms.
301 Thomas seconded, all were in favor.
302

303 **EXECUTIVE SESSION**

304

305 MGL Chapter 30A, Sec. 21(3)

306 Litigation Update

307 Litigation Strategy

308 Union Negotiations

309 Land Negotiation

310 Non Union Negotiations

311 Strategy for Negotiations

312 Minutes

313 **ADJOURN**

314 At 8:57 PM, Mr. Spinney made a motion to adjourn. Mr. Flynn seconded. All were in
315 favor.

316