



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
November 15, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

Public Comments

1. SCHEDULE

- a) [Tax Classification Hearing – 7:00 PM](#)
- b) [Capital Improvement Planning Committee](#)
- c) [Joint Meeting – Finance Committee](#)

2. APPOINTMENTS

- a) Town Administrator
 - i. [Part Time Van Driver – Senior Center](#)
 - 1. Maureen Turcotte
 - 2. Kenneth Swanson
- b) Board of Selectmen
 - i. Mary Fritz – Library Building Committee

3. RESIGNATIONS

- a) [Sue Robbins – Economic Development Committee](#)

4. NEW BUSINESS

- a) [Vote to sign – Green International Affiliates contract for Old Upton Road Roadway and Drainage Improvement Project](#)

b) [Vote to sign – MedStar Ambulance, Inc. – Ambulance Services Agreement](#)

c) [Vote to call Special Town Meeting – January 9, 2017](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

8. MEETING MINUTES –

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN



OFFICE OF THE BOARD OF SELECTMEN

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

RECEIVED TOWN CLERK
GRAFTON, MA

2016 OCT 13 PM 2 37

*Jennifer Thomas, Chairman
Bruce Spinney, Vice Chair
Sargon Hanna, Clerk
Craig Dauphinais
Brook Padgett*

LEGAL NOTICE

TOWN OF GRAFTON

BOARD OF SELECTMEN

The Board of Selectmen will hold a public hearing on Tuesday, November 15, 2016 at 7:00 PM at the Grafton Municipal Center, Conference Room A, 30 Providence Road, on the question of the adoption of the percentages of the local tax levy to be borne by each class of real property and personal property for the next fiscal year in accordance with Chapter 40 Section 56 of the General Laws.

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

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

GRAFTON BOARD OF SELECTMEN

Bulletin Board
Grafton News
October 27, 2016
November 3, 2016

Cindy Ide

From: bladata@dor.state.ma.us
Sent: Friday, October 21, 2016 2:02 PM
To: hanna@graffton-ma.gov; spinneyb@graffton-ma.gov; bosgroup@graffton-ma.gov; assessors@graffton-ma.gov; dlsitgroup@dor.state.ma.us
Subject: Notification of preliminary certification

Massachusetts Department of Revenue Division of Local Services

Michael J. Heffernan, Commissioner
Sean R. Cronin, Senior Deputy Commissioner of Local Services

10/21/2016

Grafton Board of Assessors
Board of Assessors
Town Hall - 30 Providence Rd.

Grafton, MA, 01519

Re: NOTIFICATION OF PRELIMINARY CERTIFICATION - Grafton

Dear Board of Assessors:

The Bureau of Local Assessment has completed its preliminary review of your revaluation program and proposed assessments for all classes of property for fiscal year 2017. The Bureau's statistical analysis of arms-length residential sales indicates compliance with the Commissioner's standards for certification. In addition, the Bureau's review of a representative sample of parcels and of personal property accounts indicates a consistent application of the valuation methodologies employed for these classes of property throughout the community.

With the successful completion of this preliminary review, you are now authorized by the Bureau to proceed with the appropriate public disclosure process necessary to receive final certification for these property classes. The procedures required to complete this phase are outlined in the Bureau's Certification Standards (3/2015).

When the Board of Assessors has reviewed all assessment changes resulting from public disclosure, the LA10 should be completed in Gateway to identify each property with an assessment change in excess of ten percent of the proposed valuation in effect during our preliminary review. *Upload a copy of the public disclosure notice, sign and submit the LA-10 even if you have no assessment adjustments to report.* The LA10 can be located under the Certification Tab in Gateway. Also, when all assessments are finalized, you must complete the classification of all property and submit the total assessed valuation of each major class on LA-4, "Assessment/Classification Report".

Your cooperation is appreciated.

Sincerely yours,

Joanne M. Graziano, Chief

Classifieds: To place an ad with us, please contact a representative by phone at 508-829-5981 or by email at mpurdie@holdenlandmark.com. To place an ad go to thegrafftonnews.com, click on Classifieds and select "Place a classified ad". All advertisements must be placed by noon on Monday.

LEGALS/PUBLIC NOTICES

**LEGAL NOTICE
NOTICE OF PUBLIC SALE**

Notice is hereby given by Grafton Towing of 550 Franklin Street Worcester, MA, pursuant to the provisions of Mass G.L. c. 255, Section 39A, that they will sell the following vehicle on or after November 4, 2016 beginning at 10:00 am by public or private sale to satisfy their garage keeper's lien for towing, storage, and notices of sale. Vehicle is being stored at Grafton Towing.
2015 Jeep Wrangler
IN# 1C4BJWEG6FL626187
Signed,
Grafton Towing
Grafton Towing
10/20, 10/27, 11/3

Legal Notice

The Grafton Board of Appeals has received a petition from PETER DAMS For 21 WHEELER ROAD requesting that the Zoning Board of Appeals grant a **Comprehensive Permit Under Massachusetts General Laws Chapter 40B** to allow: THAT THE ZONING BOARD OF APPEALS GRANT A COMPREHENSIVE PERMIT TO ALLOW THE CONSTRUCTION OF 36 SINGLE FAMILY HOMES, OF WHICH 9 WILL BE AFFORDABLE ON 17.99 ACRES. Map: 45 Lot: 2.E Block: 0000 The Board will conduct a Public Hearing on Thursday, November 10, 2016 at 8:00 PM in Conference Room A, the Municipal Center, 30 Providence Road, Grafton, MA 01519 to consider this request. Any person wishing to be heard in conjunction with this request should appear at the time and place designated by letter to this Board in time to be read at the hearing. *Please Note: Individuals requiring special accommodations should contact the Zoning Board of Appeals at (508)839-5335, ext. 1154 at least seven (7) days prior to the hearing in order to facilitate your request. Thank you.
ZONING BOARD OF APPEALS
William McCusker, Chairman
Robert Nault, Vice Chairman
William Yeomans, Clerk
Liz Hanna, Member #1
John Reed, Member #2
Susan Perrotta, Alternate #1
Phone Number
508/839-5335



**Tufts Neighborhood Service Fund (TNSF)
Request for Proposals**

TNSF is soliciting requests for proposals. Charitable, tax-exempt, community-based organizations located in Grafton or serving Grafton residents are eligible to apply.

An eligible organization must be able to demonstrate that members of the Tufts University community are involved with the organization as volunteers.

Interested parties should contact
Community Relations at (617) 627-3780 or visit
<http://communityrelations.tufts.edu/tufts-neighborhood-service-fund/> for an application.

**Applications are due by November 28, 2016.
Awards will be announced before the New Year.**

**The Town of Grafton has openings on various Boards and Committees.
To Apply, please visit www.grafton-ma.gov and click on the Boards and Committees Information Center.**

**PUBLIC HEARING NOTICE
GRAFTON PLANNING BOARD**
Pursuant to Sections 1.5.7 and 1.3.3 of the Town of Grafton Zoning By-laws, the Planning Board will hold a Public Hearing on **Monday, November 14, 2016** commencing at **7:30 PM**, in **Conference Room A** at the Grafton Memorial Municipal Center, 30 Providence Road, to consider the application for a Special Permit and Site Plan Approval request for an accessory apartment at the property located at **23 Eseks Circle**, shown as Grafton Assessor's Map 112, Lot 109. Said property is located in a Medium Density Residential (R20) zoning district and the Water Supply Protection Overlay District (WSPOD). Mark Weinberg of 23 Eseks Circle, is the Applicant/Owner. Copies of the Plan are available for public inspection at the Planning Department M-F, 8:30 a.m. - 4:30 p.m. or on the Town of Grafton website at www.grafton-ma.gov at the Planning Department / Development Projects web page.
GRAFTON PLANNING BOARD
Michael Scully, Chairman

**LEGAL NOTICE
TOWN OF GRAFTON
BOARD OF SELECTMEN**

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GRAFTON BOARD OF SELECTMEN

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9	1	2	3	7	5	4	8	6
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1	4	3	7	9	6	8	2	5
2	9	8	5	3	1	6	4	7
7	5	6	2	4	8	1	9	3



an ad with us, please contact a representative by phone at 508-829-5981 holdenlandmark.com. To place an ad go to thegraftonnews.com, click a classified ad". All advertisements must be placed by noon on Monday

S/PUBLIC NOTICES

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GRAFTON PLANNING BOARD
Michael Scully, Chairman

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GRAFTON BOARD OF SELECTMEN

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1. 2015 Jeep Wrangler
VIN# 1C4BJWEG6FL626187
Signed,
Pat Assad, owner
Boulevard Towing
10/20, 10/27, 11/3

**NOTICE OF PUBLIC HEARING
GRAFTON CONSERVATION
COMMISSION**

Pursuant to the Massachusetts Wetlands Protection Act (M.G.L. c.131 s.40) and the Grafton Wetlands Protection Bylaw, the Grafton Conservation Commission will hold a public hearing on Tuesday, November 15, 2016 at 7:15 p.m. in Conference Room F, Second Floor, 30 Providence Road, Grafton, MA to act upon a Request for Determination of Applicability (RDA) for a driveway expansion at 22 Virginia Circle, Grafton, MA 01519. The application is on file and available for public inspection in the Conservation Commission office Monday through Friday from 9 AM to 4:30 PM.
Sandra Brock, Chairperson

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OFFICE OF THE BOARD OF SELECTMEN

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

Dave Ross, Chairman
John Dowling, Vice Chair
John Carlson, Clerk
Brook Padgett
Peter Adams

Adopted: July 24, 2012
Updated: August 21, 2012

**BOARD OF SELECTMEN
CHARGE**

NAME: Capital Improvement Planning Committee

MEMBERSHIP: 5-7 Members
One Selectmen Member, One Finance Committee Member,
One Member of the School District

TIMETABLE: To begin upon appointment for an indefinite term or until the Committee has met its charge and been disbanded by the Board of Selectmen

Section 1: The Board of Selectmen shall establish and appoint a committee to be known as the Capital Improvement Planning Committee, composed of 5 to 7 members including one member of the Board of Selectmen, one member of the Finance Committee, one member from the School District, and the Town Administrator as an ex-officio member. Other members should be considered based on knowledge of construction and public works finance.

Section 2: The Committee shall study proposed annual capital projects and improvements as recommended by the Town Administrator, involving non debt-excluded, major non-recurring tangible assets and projects which:

- 1) Are purchased or undertaken at intervals of not less than five years;
- 2) Have a useful life of at least five years; and
- 3) Cost more than \$10,000.

The Committee shall consider the relative need, impact, timing and cost of these expenditures and the effect each will have on the financial position of the Town.

Section 3: The Committee shall prepare an annual report recommending a Capital Improvement Budget for the next fiscal year, and a Capital Improvement Program including recommended capital improvements for the following five fiscal years. The report shall be submitted to the Board of Selectmen for its consideration and approval. The Board through the Town Administrator shall submit its approved Capital Budget to the Annual Town Meeting for adoption by the Town.

Rebecca Meekins

From: Cindy Ide
Sent: Monday, October 03, 2016 12:45 PM
To: MeekinsR@GRAFTON-MA.GOV
Subject: Fwd: CIPC BOS Meeting Agenda Request

Becca

You may want to print and put in next meeting folder so we don't forget/miss

CINDY

Begin forwarded message:

From: Peter Carlson <onewiseguy@gmail.com>
Date: September 30, 2016 at 4:52:13 PM EDT
To: Tim McInerney <McInerneyT@graffton-ma.gov>, Doug Willardson <WillardsonD@graffton-ma.gov>, Karl Moisan CLBB <karljm78@gmail.com>, Sargon Hanna <hannas@graffton-ma.gov>, Bob Nault <Rnault@a-zcorp.com>, Joel Schwendemann <schwen123@yahoo.com>
Cc: Cindy Ide <IdeC@graffton-ma.gov>
Subject: CIPC BOS Meeting Agenda Request

Good Afternoon,

Hope all is well, and that everyone is ready to have a good weekend! During last night's meeting, we discussed the to be placed on the BOS agenda for consideration of action. Therefore, we ask as a committee that the CIPC may attend the next possible BOS meeting to discuss and take action to reduce the number positions by two to make it a five-member committee.

Some background on our current membership, we have in our charge seven members listed and we have not had seven members appointed in three years. We have had several members leave and drop out of the committee and as a result, holding a meeting requires that we have four members to meet the number for a quorum. Currently, we have the following residents listed as standing members:

Peter R. Carlson	(School Committee Representative)
Joel Shwindermann	(Finance Committee Representative)
Sargon Hanna	(Board of Selectman Representative)
Robert Nault	(Member at large)
Karl Moisan	(Member at large)
VACANT	(Member at large)
VACANT	(Member at large)

If you have any questions and or concerns, please feel free to contact me anytime.



FINANCE COMMITTEE

Town of Grafton

30 Providence Road
Grafton, MA 01519
(508) 839-5335 x 1167

www.grafton-ma.gov

Date: Monday, October 10, 2016
To: Ray Mead
Town Moderator
From: Finance Committee
RE: Preparation for the Joint Meeting
Thursday, October 13, 2016
7:00 P.M.
Conference Room A

The following is a compilation of questions submitted by Finance Committee for discussion at the Joint Meeting with the Board of Selectmen on Thursday, October 13, 2016:

- 1.) What do you see Finance Committee's role as?
- 2.) Are there things that Finance Committee is doing that it could do better? If so, what and how?
- 3.) Are there things that we are doing that the Board of Selectmen feels we shouldn't? If so, what and why?
- 4.) Are there things that Finance Committee is not doing that you feel it should? If so, what?
- 5.) How can the Town's financial management system be improved?
- 6.) What are other towns doing in terms of financial planning that we are not doing? Have you explored this?
- 7.) Would you consider publishing 5, 10 and 15 year financial forecasts?
- 8.) Have you considered adopting a zero-based budgeting approach?
- 9.) Is Grafton running a structural deficit?
 - a.) If so, at what point will Grafton be running a deficit?
 - b.) what plans does the town have to address it?
 - c.) what are Grafton's cost drivers?

Statement: Many of our sticking points seem to come from questions of procedure.

Question: Are we wrong to try and keep confusion and rampant chaos to a minimum by insisting that procedures be consistent?

Direct references to FinCom responsibilities.

<p>Charter Article 2, section b, says:</p> <p>The subject matter of all proposals to be submitted to a town meeting by warrant articles shall be referred to the finance committee...</p> <p>by the board of selectmen at the earliest practicable time following their receipt by the board of selectmen.</p> <p>The finance committee shall report its recommendations on every article contained in a town meeting warrant, in writing, together with a brief statement of the reasons for each such recommendation.</p> <p>Before preparing its recommendations the finance committee shall hold one or more public hearings to permit public discussion of the subject matter of all articles contained in the warrant.</p>	<p>Are there any issues with the Board of Selectmen referring warrant articles to Finance Committee? If yes, what are the issues?</p> <p>Are there any issues with the Board of Selectmen forwarding articles to Finance Committee? If yes, what are the issues?</p> <p>Is it at all possible for the town administration and Board of Selectmen to consider preparing some of these warrant articles much earlier in the cycle, rather than waiting until the last few weeks prior to Town Meeting?</p> <p>Examine each warrant article for (1) impact on finances, and (2) is it good/right/proper for the town. Are there any issues with these two criteria? If yes, what are the issues?</p> <p>Are there any groups, boards, or committees in Grafton that find this a burdensome task? Is there any way we can minimize the burden?</p>
<p>Charter article 6, section 6-3 (Also, town bylaws, article 3, section 5)</p> <p>...the town administrator, after consultation with the board of selectmen, shall submit to the finance committee a proposed operating budget for the ensuing fiscal year with an accompanying budget message and supporting documents.</p>	<p>Any issues here?</p>

Charter Article 6, section 6-6

(a) The finance committee shall consider, in open public meetings, the detailed expenditures proposed for each town agency and may confer with representatives of each such agency in connection with its review and consideration.

(b) The finance committee may require the town administrator, or any other town agency, to furnish it with such additional information as it may deem necessary to assist it in its review and consideration of the proposed operation budget.

(c) The finance committee shall file a report containing its recommendations for actions on the proposed operating budget, which report shall be available at least seven days before the date on which the town meeting acts on the proposed budget.

(d) When the budget proposed by the town administrator is before the town meeting for action it shall first be subject to amendments, if any, proposed by the finance committee before any other amendments shall be proposed.

Issues?

I examine each warrant article for

- (1) impact on finances, and
- (2) is it good/right/proper for the town.

Are there any issues with these two criteria?

Problems?

An Excel version of the budget is requested

Is it possible to go directly to a department head, during business hours, with advance notice, to ask questions?

Finance Committee's task:

- (1) write and submit the report, and
- (2) pursuant to article 1 of each town meeting, to read the report.

Are there any issues with this perception?

Wouldn't it be better for the Town Administrator and Finance Committee to discuss amendments prior to town meeting?



Town of Grafton

Grafton Senior Center
Council on Aging
30 Providence Road
Grafton, Massachusetts 01519



Ph. (508) 839-9242
Fax (508) 839-7306
Email: coa@graffton-ma.gov

Ref. #122-16

TO: ✓ Tim McInerney, Town Administrator
Doug Willardson, Asst. Town Administrator

FROM: Barbara Connelly, COA Director *bc*

DATE: November 9, 2016

RE: **NEW HIRES – PART-TIME COA VAN DRIVERS**

I recommend the appointments of Maureen Turcotte, 48 Waterville Street, North Grafton, MA 01536 and Ken Swanson, 82 Fitzpatrick Road, Grafton, MA 01519 to the positions of part-time COA van drivers (max. 19 hours/week each).

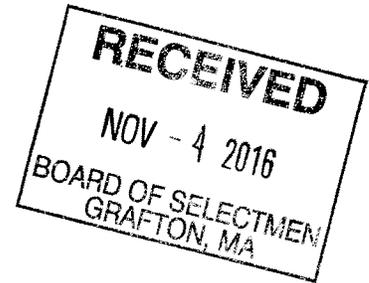
Both Maureen and Ken are currently Meals on Wheels drivers for the Senior Center. They have been CORI checked, and will complete a DOT physical. Maureen and Ken's start date will be November 17th, with a salary of \$13.50/hour and a 6 month review, at which time their salaries will be reviewed and increased as determined by their performance. Their salaries will be paid through the WRTA and State Formula Grant.

If you need additional information, please feel free to contact me.

From the Robbins Nest



November 4, 2016



Dear Board of Selectmen and Chair of the EDC,

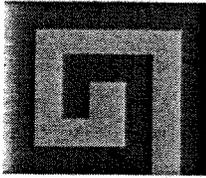
It is with deep regret that I must submit my resignation from the Economic Development Commission. Due to a health issue I must get under control, I feel I must modify my commitments.

Working with all the TA, EDC members, Town Planner and the assistant Town Planner throughout the years, has been a very rewarding experience. It is satisfying to know that for the past 16 years I was a part of the team that initiated the 43D, collaborated on the 40R, set goals and objectives for sustainable business climate, advocated for and supported the implementation of mixed-use zoning within the Grafton Mills Villages. I feel privileged to have worked with Tufts Cummings School of Veterinary Science in assisting them in advocating for our Town and why Grafton can offer a profitable business opportunity.

So much has been accomplished over the 16 years that are too numerous to count.

Thank you for giving me this opportunity to serve the Town of Grafton in this capacity.

Sue Robbins Finance Committee Representative



GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD, SUITE 3 WESTFORD, MA 01886
TEL: (978) 923-0400 FAX: (978) 399-0033

October 12, 2016

Mr. Douglas Willardson
Assistant Town Manager
Town of Grafton
30 Providence Road
Grafton, MA 01519

Subject: Old Upton Road
Updated Cost Proposal

Dear Mr. Willardson,

In response to your request, we are submitting this revised cost proposal to perform engineering services for the subject roadway project. We have reviewed the scope we originally submitted in 2012 and believe the scope can remain the same. It was our understanding then, and it is our understanding now, that construction of this project will be funded by the Town; therefore, MassDOT will not perform any design reviews.

We originally proposed Erik Atkins, P.E. as our Project Manager. Upon reviewing our original cost estimate and Erik's current salary rate, using him as Project Manager will significantly increase our overall design cost. Therefore, we would like to propose Wing Wong, P.E., PTOE as our Project Manager. He has served as Project Manager on several large similar roadway projects and is very qualified to be the Project Manager for this project. I have attached his resume for your review and approval.

Should you have any questions on this cost proposal or require further information, please do not hesitate to contact me.

Very truly yours,

Green International Affiliates, Inc.

Ko Ishikura, P.E.
President

KI/jwj

CIVIL AND STRUCTURAL ENGINEERS

1 - SURVEY AND MAPPING

TASK No.	TASK DESCRIPTION	PRINCIPAL IN CHARGE	PROJECT MANAGER	STAFF ENGINEER	TECHNICIAN	TOTAL HOURS	TRAVEL	COPIES	MISC	TOTAL EXPENSES
Task 1	Topographic Survey and Mapping									
1.1.1	Horizontal and Vertical Control	1	1	0	48	49 \$	126.00 \$	- \$	- \$	126.00
1.1.2	Topographic Survey	0	2	4	112	118 \$	294.00 \$	- \$	- \$	294.00
1.1.3	Walland Flag Locations	0	1	12	16	29 \$	84.00 \$	- \$	- \$	84.00
1.1.4	Process and Plot Survey and Surface	0	1	40	0	41 \$	- \$	- \$	- \$	-
1.1.5	Field Check	0	0	12	8	20 \$	42.00 \$	- \$	- \$	42.00
	Subtotal	1	5	68	184	257 \$	546.00 \$	- \$	- \$	546.00
Task 2	Utility Research, Survey and Plotting									
1.2.1	Utility Research	0	1	8	0	9 \$	- \$	100.00 \$	- \$	100.00
1.2.2	Utility Plotting	0	0	8	0	8 \$	- \$	10.00 \$	- \$	10.00
1.2.3	Utility Structure Inspection	0	0	2	8	10 \$	- \$	42.00 \$	- \$	42.00
	Subtotal	0	1	18	8	27 \$	- \$	152.00 \$	- \$	152.00
Task 3	Deed Research and Right of Way Survey									
1.3.1	Research Right of Way and Abutters	0	4	8	0	12 \$	40.00 \$	100.00 \$	- \$	140.00
1.3.2	Survey Existing Monuments	1	0	4	16	20 \$	126.00 \$	- \$	- \$	126.00
1.3.3	Right-of-way Analysis and Determination	0	8	24	0	32 \$	- \$	- \$	- \$	-
	Subtotal	1	12	36	16	64 \$	166.00 \$	100.00 \$	- \$	266.00
Task 4	Right of Way Actions									
1.4.1	Right of Entry Forms	0	0	0	8	8 \$	- \$	- \$	- \$	-
1.4.2	Prepare Preliminary Right of Way Plans	1	4	24	40	68 \$	- \$	- \$	- \$	-
1.4.3	5 Easement Plans and Parcel Descriptions	0	4	16	0	20 \$	- \$	100.00 \$	- \$	100.00
	Subtotal	1	8	40	48	96 \$	- \$	100.00 \$	- \$	100.00
TOTALS FOR SURVEY AND MAPPING		3	26	162	256	444	\$712.00	\$352.00	\$0.00	1,064.00

2 - DESIGN AND PERMITTING

TASK No.	TASK DESCRIPTION	PRINCIPAL IN CHARGE	PROJECT MANAGER	STAFF ENGINEER	TECHNICIAN	TOTAL HOURS	TRAVEL	COPIES	MISC	TOTAL EXPENSES
2.1.1	Obtain Pavement Cores (12 samples)	0	0	8	0	8	\$ 42.00			
2.1.2	Preliminary Drainage Layout and Calculations	2	8	24	32	66	\$ 42.00		\$ 6,000.00	\$ 6,042.00
2.1.3	Prepare and Submit 25% Design Plans (see note 1)	8	40	104	144	296	\$ 42.00			\$ 42.00
2.1.4	Prepare and Submit 25% Design Construction Cost Estimate	2	12	32	16	62		\$ 200.00		\$ 200.00
2.1.5	Meetings	0	12	16	16	44	\$ 126.00			\$ 126.00
	Subtotal	12	72	184	208	476	\$ 210.00	\$ 200.00	\$ 6,000.00	\$ 6,410.00
Task 2.2	Environmental Assessment and Permitting									
2.2.1	Wetland Delineation and Documentation	0	2	24	0	26	\$ 42.00			\$ 42.00
2.2.2	Notice of Intent	4	26	88	36	154	\$ 126.00			\$ 126.00
2.2.3	Stormwater Management	0	4	16	8	28				
	Subtotal	4	32	128	44	208	\$ 168.00			\$ 168.00
Task 2.3	100% Design									
2.3.1	Finalize Drainage Design	2	12	24	80	118				
2.3.2	Prepare and Submit 100% Design Plans (see note 2)	10	40	140	180	370	\$ 84.00	\$ 200.00		\$ 284.00
2.3.3	Prepare and Submit Technical Specifications	4	16	32	0	52		\$ 20.00		\$ 20.00
2.3.4	Prepare and Submit 100% Construction Cost Estimate	2	8	32	24	66		\$ 20.00		\$ 20.00
2.3.5	Meeting	0	6	6	0	12				
	Subtotal	18	82	234	284	618	\$ 84.00	\$ 240.00		\$ 324.00
Task 2.4	PS&E Design									
2.4.1	Complete and Submit PS&E Design Plans (see note 2)	1	4	24	40	69	\$ 42.00	\$ 200.00		\$ 242.00
2.4.2	Complete Technical Specifications and Specifications Package (see note 3)	2	8	8	0	18		\$ 20.00		\$ 20.00
2.4.3	Finalize the Construction Cost Estimate	1	4	16	4	25				
	Subtotal	4	16	48	44	112	\$ 42.00	\$ 220.00		\$ 262.00
TOTALS FOR DESIGN AND PERMITTING		38	202	594	580	1,414	\$ 504.00	\$ 660.00	\$ 6,000.00	\$ 7,164.00

3- BIDDING AND CONSTRUCTION PHASE SERVICES

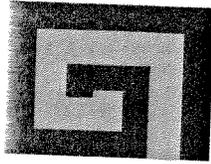
TASK No.	TASK DESCRIPTION	PRINCIPAL IN CHARGE	PROJECT MANAGER	STAFF ENGINEER	TECHNICIAN	TOTAL HOURS	TRAVEL	COPIES	MISC	TOTAL EXPENSES
3.1.2	Bid Phase Coordination and Administration	0	4	8	0	12	\$ -	\$ -	\$ -	\$ -
3.1.4	Bid Analysis and Bidder Review	1	4	8	0	13	\$ -	\$ -	\$ -	\$ -
	Subtotal	1	8	16	0	25	\$ -	\$ -	\$ -	\$ -
Task 3.2	Construction Phase Services									
3.2.1	Construction coordination, kick-off meeting	2	4	8	0	14	\$ 42.00	\$ -	\$ -	\$ 42.00
3.2.2	Shop Drawings and Submittal Review	0	8	16	4	28	\$ -	\$ -	\$ 100.00	\$ 100.00
3.2.3	Final Project Close-Out/Punchlist	0	8	16	4	16	\$ 42.00	\$ -	\$ -	\$ 42.00
	Subtotal	2	20	32	4	58	\$ 84.00	\$ -	\$ 100.00	\$ 184.00
TOTALS FOR BID AND CONSTRUCTION PHASE SERVICES		3	28	48	4	83	\$ 84.00	\$ -	\$ 100.00	\$ 184.00
TOTALS FOR ALL PHASES		44	256	804	840	1,941	\$ 1,300.00	\$ 1,012.00	\$ 6,100.00	\$ 8,412.00

Direct Labor Rate	\$ 55.00	\$ 48.00	\$ 30.00	\$ 26.00	
Labor Cost	\$ 2,420.00	\$ 12,288.00	\$ 24,120.00	\$ 21,840.00	\$ 60,668.00
Overhead @ 130.00%	\$ 3,242.80	\$ 16,465.92	\$ 32,320.80	\$ 29,265.60	\$ 81,295.12
Subtotal	\$ 5,662.80	\$ 28,753.92	\$ 56,440.80	\$ 51,105.60	\$ 141,963.12
Profit @ 10%	\$ 566.28	\$ 2,875.39	\$ 5,644.08	\$ 5,110.56	\$ 14,196.31
Subtotal	\$ 6,229.08	\$ 31,629.31	\$ 62,084.88	\$ 56,216.16	\$ 156,159.43
Expenses					\$ 8,412.00

TOTAL COST FOR DESIGN, PERMITTING AND CONSTRUCTION

\$ 164,571.43

- 1) 25% Design Plans will include, Title Sheet, Typical Section, Construction Plans, Roadway profile and Critical Cross Sections. All plans will be to a level of detail commensurate with a 25% Design Level.
- 2) 100% and PS&E Plans will be commensurate with the design submissions and will include the plans under 25% Design plus, full cross sections, additional drainage details, completed typical sections and other miscellaneous details.
- 3) Assumes the Town of Grafton will provide the front end of the specifications (i.e. General Provisions etc...) Green can develop the front end of the specifications as an additional service.



GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD, SUITE 3 WESTFORD, MA 01886
TEL: (978) 923-0400 FAX: (978) 923-0404

April 20, 2012

Grafton Department of Public Works
30 Providence Road
Grafton, MA 01519

Attn: Mr. Brian Szczurko

Subject: Old Upton Road Roadway and
Drainage Improvement Project

Dear Mr. Szczurko:

Green International Affiliates, Inc. (Green) is pleased to submit our proposal for the above referenced project. Green has 58 years of experience performing roadway design, rehabilitation and repair projects for public sector clients in Massachusetts and throughout New England. As a Prime Consultant, Green has performed similar services for a number of Massachusetts municipalities, public agencies and the Massachusetts Department of Transportation (MassDOT).

Green is a civil and structural engineering firm located in Westford, Massachusetts with a staff of 65 professionals. Our business approach is centered on being available and responsive to our clients at all times and providing quality service by assigning experienced and committed professionals to best meet our client's needs and goals. Our client and project commitment, along with our innovative designs and attention to costs, detail and quality have been the stepping-stones to our continued growth and distinguished reputation. With a successful track record as a Prime Consultant and a leading Subconsultant on prominent and successful design teams, Green provides a full range engineering services through our four Engineering Divisions: Transportation Engineering, Structural Engineering, Water Resources Engineering and Civil/Site Engineering. In support of all four divisions, our in-house capabilities also include Land Surveying, Landscape Architecture and Construction Inspection services.

Green has received, read and understands all sections, provisions and addenda in relation to the Request for Proposals (RFP) and ensures that our proposal is in accordance with the RFP. We are very interested in the opportunity to work for the Town of Grafton (the Town) and demonstrate our capabilities. Green has assembled an experienced, qualified project team that can provide the Town with cost effective solutions, completed on time and within budget.

Green has all of the capabilities in-house as the Prime Consultant to address all services required for this project. As a result, we can offer the Town a streamlined process where quick decisions can be made without time and resources being exhausted on coordinating a multiple subconsultant project team.

CIVIL AND STRUCTURAL ENGINEERS

During our visit to the project area, Green observed that the existing pavement condition is fair to poor throughout the length of the project area. We observed longitudinal cracking, alligator cracking, frost heaves, rutting, multiple pavement patches and stones protruding through the pavement. The poor pavement condition is indicative of inadequate substructure drainage due to high groundwater tables, poor subsurface materials and poor surface drainage.

We successfully resolved these same pavement issues on similar past projects completed for the Towns of Littleton and Princeton, MA. The roadway pavement for these two projects exhibited the similar pavement failure as Old Upton Road. To resolve the pavement failure we developed an effective design combining subsurface and closed drainage systems which eliminated the frost action beneath the pavement. Detailed descriptions of these two projects are included in Section 1.

Our proposed Principal-in-Charge, Ko Ishikura, P.E. has more than 26 years of professional experience and has been instrumental in the completion of numerous assignments throughout New England. He has directed and supervised all phases of transportation projects including survey, roadway/bridge design, traffic studies and signal design, utility design, environmental documents and public participation processes. Mr. Ishikura's communication skills, technical knowledge, creativity, ability to keep projects on schedule and within budget and early anticipation of potential design concerns has earned him a reputation of excellence with MassDOT, VTrans, RIDOT and many municipal agencies.

Our proposed Project Manager, Erik Atkins, P.E. has more than 15 years of experience in a variety of transportation projects. He has served the role of Project Manager for Green's recent transportation projects. He has a thorough knowledge of MassDOT design guides and standards, including roadway design, hydrologic/hydraulic design and stormwater management policies. Mr. Atkins was the Project Manager for two recent major roadway projects for the State of Vermont that were both successfully constructed. He presently is the Project Manager for MassDOT Roadway Reconstruction and Safety Improvements, Route 2 Farley Section, Erving, MA and was Project Manager for Safety and Traffic Improvements, Route 9 at Oak Street and Overbrook Drive, Natick, Wellesley, MA.

As Principal-in-Charge, I am committing myself and our entire project team to complete all of the required services for this project to the Town's satisfaction. Our enthusiasm, commitment, professionalism and experience will provide the Town with the most economical yet compliant and innovative solutions, completed on time and within budget. Should you have any questions regarding this proposal, please do not hesitate to contact me. I can be reached (978) 923-0400 or by mail at 239 Littleton Road, Suite #3, Westford, MA 01886.

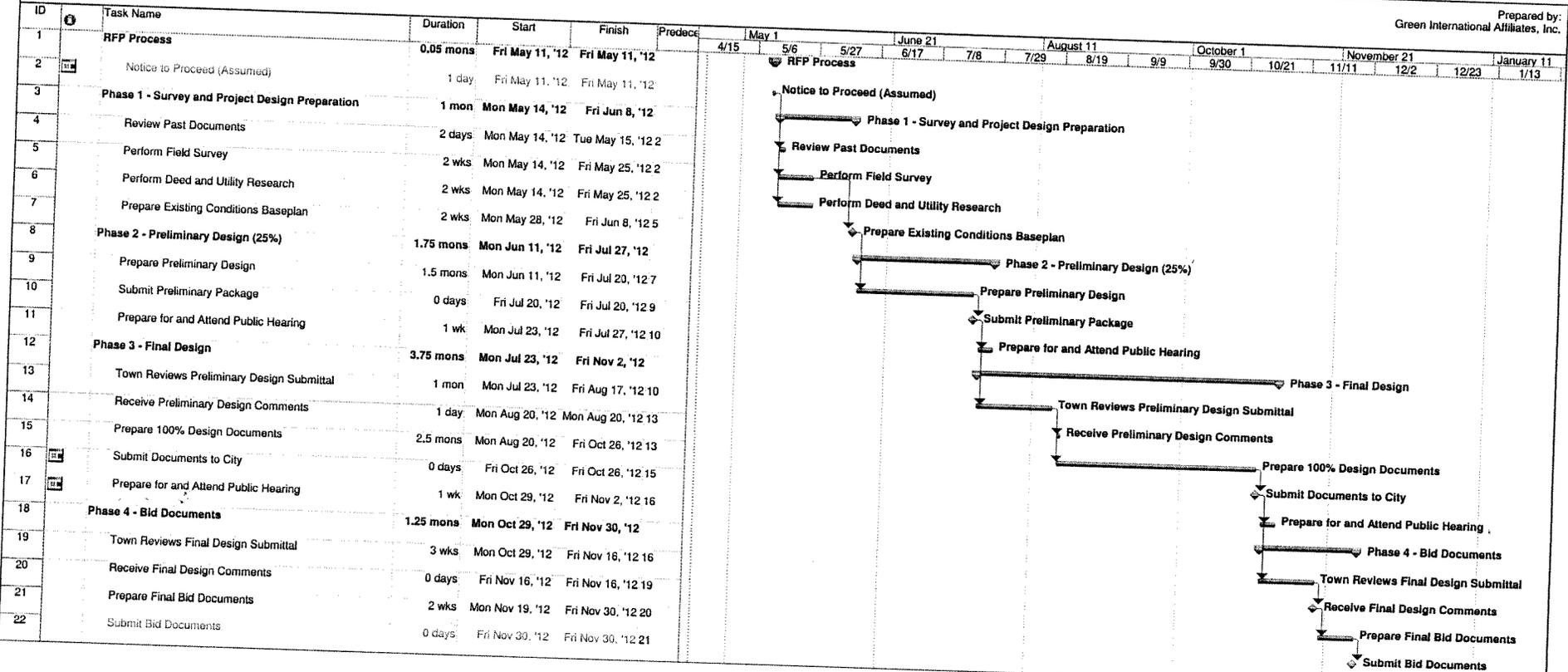
Sincerely,

Green International Affiliates, Inc.



Ko Ishikura, P.E.
President

Proposed Project Schedule



Project: Old Upton Road, Grafton
Date: Wed Apr 18, '12

Task		Summary		Rolled Up Baseline Milestone		Project Summary	
Progress		Rolled Up Task		Rolled Up Progress		Group By Summary	
Baseline		Rolled Up Milestone		Split		Deadline	
Milestone		Baseline Summary		Baseline Split			
Baseline Milestone		Rolled Up Baseline		External Tasks			

TOWN OF GRAFTON

DATE: 4/15/2014

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

Green International Affiliates, Inc.
Attn: Ko Ishikura, P.E.
239 Littleton Road
Suite 3
Westford, MA 01886

978-923-0400
Telephone Number

978-399-0033
FAX Number

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

Design, Bidding and Construction Administration services to be performed per the attached proposal.

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

One Hundred Sixty-four Thousand Five Hundred Seventy-one and 43/100 Dollars (\$164,571.43)

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$164,571.43 as more fully set forth in the Contractor Documents.

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

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

4. Definitions:

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

4.2 Contractor: In this agreement, the word Contractor refers to the consulting firm, Lenard Engineering, Inc.

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

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

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

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before December 31, 2017, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

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

7. Permits and Approvals:

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

8. Termination and Default:

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

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

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

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

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the

right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

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

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

11. Conflict of Interest:

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

12. Certification of Tax Compliance

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

13. Non-Discrimination/Affirmative Action

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

14. Assignment:

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

15. Condition of Enforceability Against the Town:

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

16. Corporate Contractor:

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

17. Minimum Wage/Prevailing Wage:

N/A

18. Liability of Public Officials:

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

19. Indemnification:

The Contractor shall indemnify and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise out of any negligent act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them 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.

20. Insurance

20.1 Workers Compensation Insurance:

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

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

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

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

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

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$1 Million annual aggregate for property damage and \$1 Million per person and \$1 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the

performance of the work, including and not limited to Professional liability insurance where applicable.

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

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

21. No Employment

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

22. Payment

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

23. Waiver and Amendment

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

24. Severability

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

25. Forum and Choice of Law

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

26. Notices

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

27. Binding on Successors:

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

28. Entire Agreement:

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

29. Change Orders

N/A

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

The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen

Signature Date

Print Name & Title

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at

_____,
_____ does hereby certify under the pains and penalties of
perjury that _____ has

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

Town of Grafton
2017 Expenditure Report
From 07/01/2016 to 06/30/2017

BALANCE FORWARD											
30.425.628.1											
	PO #	Voucher	Invoice	Warr	Pkt #	Approp	Expended	Encumbered	Available	% Exp	
07/01/2016	BDCFW		POST CARRY FOWARD BALANCE		31759	\$1,493,717.80	\$0.00	\$0.00	\$1,493,717.80	0.00%	
			30.425.628.1 Ending Bal			\$1,493,717.80	\$0.00	\$0.00	\$1,493,717.80	0.00%	
			Period Total			\$1,493,717.80	\$0.00	\$0.00			
CAPITAL IMPROVEMENT											
30.425.628.5800											
	PO #	Voucher	Invoice	Warr	Pkt #	Approp	Expended	Encumbered	Available	% Exp	
09/22/2016	APWAR		J.H. LYNCH & SONS, INC	W #12	6749	\$0.00	\$1,712.85	\$0.00	\$-1,712.85	100.00%	
10/13/2016	APWAR		BEVILACQUA PAVING	W #15	6774	\$0.00	\$167,764.84	\$0.00	\$-169,477.69	100.00%	
10/13/2016	APWAR		BEVILACQUA PAVING	W #15	6774	\$0.00	\$75,187.56	\$0.00	\$-244,665.25	100.00%	
			30.425.628.5800 Ending Bal			\$0.00	\$244,665.25	\$0.00	\$-244,665.25	100.00%	
			Period Total			\$0.00	\$244,665.25	\$0.00			
			0628 ROADS STABILIZATION OVERRIDE F Ending Bal			\$1,493,717.80	\$244,665.25	\$0.00	\$1,249,052.55		
						\$1,493,717.80	\$244,665.25	\$0.00			
			Dept 425 ROAD/DRAINAGE Ending Bal			\$1,493,717.80	\$244,665.25	\$0.00	\$1,249,052.55		
						\$1,493,717.80	\$244,665.25	\$0.00			
			Fund 30 CAPITAL PROJECT Ending Bal			\$1,493,717.80	\$244,665.25	\$0.00	\$1,249,052.55		
						\$1,493,717.80	\$244,665.25	\$0.00			
			Grand Total			\$1,493,717.80	\$244,665.25	\$0.00	\$1,249,052.55	16.37%	
						\$1,493,717.80	\$244,665.25	\$0.00			

AMBULANCE SERVICES AGREEMENT

This Agreement ("Agreement") is entered into and effective as of the 1st day of, July, 2017 (the "Effective Date") by and between MedStar Ambulance, Inc. ("MedStar"), 1000 Battles Street, Leominster, Massachusetts 01545 and the towns of Grafton, Millbury and Sutton (the "Towns"), municipalities in the Commonwealth of Massachusetts, acting by and through their Boards of Selectmen (collectively, the "Parties" and individually, each a "Party").

WHEREAS the Towns maintain a public safety agencies ("Public Safety Agencies") which provide first responder services through appropriately trained and certified personnel, (the "Town First Responders") but does not provide ambulance services; and

WHEREAS MedStar is licensed to provide and provides ambulance services; and further, a component of such services is advanced life support ("ALS") services provided by emergency medical technicians who are certified by the Commonwealth of Massachusetts at the paramedic and basic levels; and further, MedStar's ambulances have the equipment required to perform ALS services as required by the Commonwealth of Massachusetts at the paramedic level; and

WHEREAS the Parties each desire to enter into this Agreement to designate MedStar as the primary provider of ambulance services, including ALS, for the Towns.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, agreements, terms, and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, MedStar and the Towns agree as follows:

1. Term/Termination. The term of this Agreement shall be three (3) years, commencing on the Effective Date. Notwithstanding the foregoing, either Party may terminate this Agreement (a) for any reason or no reason, upon delivery of written notice to the other Party at least six (6) months prior to the termination date specified in such notice; or (b) for a material breach or default by the other Party of any duty, obligation, or covenant contained in this Agreement, if such material breach or default is not cured within thirty (30) days after the provision of written notice of such breach or default by the non-breaching Party. The Town of Grafton reserves the right to opt out of the agreement after the third year, upon written notice to MedStar (6) months prior to 6-30-2020. In the event of termination for cause pursuant to section 1(b), above, the Towns shall be entitled to recover from MedStar, as liquidated damages, \$75,000.00. Such damages may only be awarded under this provision if such termination for cause is solely and proximately caused by the action or inactions of MedStar, except as may be due to acts of God and other unforeseen circumstances.

2. Licensure and Qualifications. MedStar shall comply with all relevant laws, regulatory requirements, and professional standards applicable to its certification, licensure, and levels of service and care (collectively, the "Relevant Law, Regulations, and Professional Standards"), including but not limited to regulations of the Commonwealth of Massachusetts Department of Public Health concerning ambulance services and EMTs and protocols of the Office of Emergency Medical Services, Commonwealth of Massachusetts Department of Public Health.

3. Services to be Provided by MedStar.

- a. MedStar shall provide dedicated Class I ambulances to the Towns. These ambulances shall be fully staffed twenty-four hours per day, seven days per week for the period of this contract at a paramedic/basic level. These dedicated ambulances shall serve no other community, company or service without the written consent of the Towns.
 - i. The dedicated units shall be brand new vehicles at the start of the contract and shall be replaced, at a minimum, every three years. They shall be registered in the Towns and be GPS equipped and carry street maps for each Town.
 - ii. In the event MedStar makes any material changes in the delivery of service, it shall provide thirty days advance written notice.
 - iii. It is a requirement under the terms of this contract that MedStar shall, through written mutual aid agreements with surrounding municipalities and/or other private ambulance services, provide for adequate back-up service, staffed in accordance with this Contract. Copies of any such agreement shall be made available to the Towns.
 - iv. For patients with a chief complaint that requires a second paramedic, it would be necessary for vehicles staffed at the P/B level to receive (or give) backup from within the tri-town system (ie., Sutton's PB vehicle responds to assist Grafton's PB vehicle, etc). MedStar will provide ten minute back up services when two out of the three dedicated units are committed to a medical aid call in the Towns. "Committed" shall mean, when the dedicated ambulance leaves the garage to answer an emergency call.
 - v. Garaging, parking, and crew quarters shall be provided, free of charge, by the Towns. The Towns will determine locations adequate for MedStar's operations. The locations will be shared by MedStar with Town First Responders, and the Towns shall be solely responsible for all maintenance, repair, and upkeep (including, but not limited to snow removal), and will ensure the adequacy of these accommodations through the term of the contract and any extensions. MedStar's responsibilities will be to maintain its assigned areas in broom clean condition and the timely removal of trash and MedStar medical waste.
 - vi. MedStar employees will wear a MedStar-issued, picture identification when working on the dedicated units. Upon request, employees that are newly assigned to the dedicated units shall be introduced to either the Fire or Police Chief or their designee.
- b. MedStar shall maintain response times that are 7 minutes or less for 90% of the responses and will supply a report of all responses over 10 minutes.
- c. MedStar shall assign a liaison to Town's Public Safety Agencies for the purposes of this Agreement.

- d. MedStar will provide, within ten business days after the end of the month, quality assessment reports on operational statistics on requests for medical aid indicating:
 - i. Time call received
 - ii. Caller identification
 - iii. Chief complaint
 - iv. Location of incident
 - v. Time unit dispatched
 - vi. Time of arrival at scene
 - vii. Time depart scene
 - viii. Time at destination
 - ix. Destination hospital
 - x. Mutual Aid Required
- e. MedStar will provide two-way radio communication, permanently installed to industry standards, between the dedicated units and the Town's Fire, Police, and Dispatch departments. Medics shall also be available by portable radio at all times to include while stationed in quarters.
- f. MedStar will review its run reports on a monthly basis for protocol compliance and quality assurance purposes.
- g. MedStar shall respond to fire and medical emergency calls as requested by Police and Fire departments.
- h. MedStar will participate in each Town's emergency management drills, meetings and actual incidents.
- i. MedStar will provide EMT re-certification, and CPR and First Responder certification/recertification to the Town's municipal public safety personnel at no cost. It shall notify the Police and Fire Chiefs of dates and locations.
- j. Upon the Town's request, MedStar will provide wellness (blood pressure, heart rates, etc.) clinics throughout the contract period in each Town, which shall last at least one hour or until all citizens present and requesting service, have been provided service, whichever is longer.
- k. MedStar shall participate in quarterly meetings with the Towns to review contract performance and quality assurance.
- l. MedStar shall comply with all applicable, Town policies and regulations, a copy of which will be provided by the Towns.
- m. MedStar will provide replacement medical supplies, on a one-for-one basis, to each Fire and Police Department for any paid call.
- n. MedStar will provide direct telephone numbers to all primary and secondary dispatch centers.

- o. Upon request, the owners of MedStar will meet with representatives of each Town to discuss specific service offerings and operating procedures.
- p. MedStar will provide a copy of its state license to operate an ALS ambulance service (currently #3038).
- q. MedStar will utilize resources from its Worcester base of operation to complete non-emergent ambulance transports originating from skilled nursing facilities within the Towns. The Towns dedicated 911 ALS ambulances will not be utilized for this purpose.

4. Services to be provided by the Towns.

- r. Each Town will assign a liaison from its Public Safety Agency for the purposes of this Agreement.
- s. The Towns, as available, will function as First Responders, who, when on scene, will assist MedStar in the delivery of care as appropriate.
- t. Town FDs will provide rescue/extrication services and lift assists when necessary/requested.

5. Annual Payments:

The total annual subsidy for the Towns for services provided by MedStar will be \$98,760.00. Grafton will pay \$0.00, Millbury will pay \$0.00 and Sutton will pay \$98,760 annually. Payments of \$24,690.00 will be made quarterly to MedStar.

6. Billing Procedures. MedStar will charge patients and/or third-party payors for the services rendered by MedStar pursuant to this Agreement. MedStar shall be solely responsible for billing and collection concerning such charges. There shall be no additional out-of-pocket charges to the Towns for ambulance service required by Police, Fire, or DPW personnel when injured on-duty and, as the result of this agreement, there shall be no additional out-of-pocket charges to the Towns.

7. Cooperation/Coordination of Care. The Parties shall cooperate in providing, and shall work together to coordinate the delivery of ambulance services.

8. Documentation and Review. Each Party shall prepare and maintain trip records on each call answered pursuant to this Agreement. The Parties shall maintain these records for a period of at least seven (7) years from the date they are created, or as required by law.

9. Confidential Information. During the term of this Agreement, the Parties may have access to confidential information or documents of the other Party ("Confidential Information"). Neither Party shall, at any time or in any manner, either directly or indirectly, use any Confidential Information for its own benefit, or divulge, disclose, or communicate Confidential Information to any third party, without the prior written consent of the other Party, except to the extent that such disclosure is required pursuant to the Massachusetts Public Records Law, MGL c. 66, § 10, or any other applicable law or regulation, or pursuant to an appropriate court order.

10. Compliance with HIPAA and State Confidentiality Laws.

The Parties shall abide by all relevant laws governing the confidentiality of patient information. The Parties do not anticipate that the services provided hereunder result in either Party being or becoming a "business associate" of the other under the federal Health Insurance Portability and Accountability Act of 1966 and the regulations promulgated thereunder ("HIPAA"). However, in the event the Parties are determined by a regulatory body or a court of law or other jurisdictional authority to be in a business associate relationship, each Party shall abide by all of the restrictions and obligations applicable to a business associate relationship under HIPAA, as may be amended from time to time.

11. Insurance and Indemnification.

a. MedStar shall be required to maintain, at its own expense, mandatory insurance contracts in accordance with General Laws Chapter 111C, Section 3 as most recently amended. However, in no event shall insurance limits be less than the following:

- i. Automobile Liability Bodily Injury and Property Damage - \$1,000,000.00.
- ii. Commercial General Liability - \$1,000,000.00 per occurrence/
\$3,000,000.00 aggregate.
- iii. Professional Liability - \$1,000,000.00.
- iv. Umbrella Policy (Auto/GL/PL) - \$5,000,000.00.
- v. Workmen's Compensation (including employer's liability) – statutory limits.

b. Such insurance shall cover the operations of MedStar vehicles. The Towns shall be named as an additional named insured on the policies and certificates of insurance shall be provided to the Towns before any work begins under this contract. MedStar may not cancel or modify said insurance policies to reflect less coverage without written notice ten days prior to the date of cancellation or modification and written consent.

c. The Town shall not be liable to any third party for any negligent or intentional act or omission of, or breach of this Agreement by, MedStar, and MedStar shall indemnify and hold harmless the Town, its officials, officers, employees, agents, independent contractors, volunteers and Town First Responders ("the Indemnified Town Parties"), from that portion of any loss, liability, judgement, claim, action award, cost, suit, demand, damages, or other expense, including reasonable attorneys' fees, that may be incurred by or made against the Indemnified Town Parties as a result of any negligent or intentional act or omission of, or breach of this Agreement by, MedStar, its parents, subsidiaries, affiliates, and their respective officers, directors, employees, agents, independent contractors, and volunteers, arising out of or related to this Agreement.

u. Neither Party waives any immunities or related defenses to which it, or its agents or employees, may be entitled under law, including, without limitation, the provisions of M.G.L. c. 111 C, § 21, or c. 258.

12. Relationship between the Parties.

MedStar acknowledges that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and that it shall not be considered an employee or agent of the Towns for any purpose. Neither Party has authority to enter into a contract on behalf of, or assume any obligation for, the other Party or make any warranties or representations on behalf of the other Party. Nothing in this Agreement shall be construed to establish a relationship of partnership or joint venture between the Parties.

13. Notice.

Any notice, approval, consent or other communication pursuant to this Agreement shall be in writing and shall be considered given: (i) upon actual receipt, or (ii) upon mailing by registered mail or certified mail, return receipt requested, to the other Party at the address indicated below (or at such other address as a Party may specify by notice to the other pursuant hereto). Notice given by a Party's legal counsel shall be deemed notice given by the Party.

If to MedStar, to:

Mark R. Olson, Executive Vice President, COO
MedStar Ambulance, Inc.
62 Washington Street
Worcester, MA 01608
(508)304-2454 cell
(508)799-6999 office

If to the Towns, to:

Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA 01519

Town Administrator
Town of Sutton
4 Uxbridge Road
Sutton, MA 01590

Town Manager
Town of Millbury
127 Elm Street
Millbury, MA 01527

14. Miscellaneous Provisions.

a. Assignment: This Agreement shall only be binding upon and inure to the benefit of the Parties hereto and is not assignable by either Party, except that MedStar may assign this Agreement to an affiliated entity by merger or otherwise, including an affiliated entity of MedStar Ambulance, Inc., provided that the Towns consents in writing to such assignment, such consent not to be unreasonably withheld. No person or entity other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of the Agreement against either of the Parties hereto. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and are enforceable only by the

Parties hereto.

b. Governing Law; Effect: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

c. Waiver: The failure on the part of any Party to act upon a breach of any of the covenants or agreements in the Agreement shall not constitute a waiver of the rights of said Party to act upon such breach at any time in the future or to act upon any other or future breach or any other provision.

d. Entire Agreement: This Agreement contains a complete statement of the undertakings between the Parties with respect to the matters set forth herein; this Agreement cannot be changed or terminated orally; and, this Agreement supersedes all prior agreements and undertakings both oral and written between the Parties. There are no representations not set forth in this Agreement which have been relied upon by the Parties.

e. Severability: If any provision of this Agreement is found to be void or unenforceable, the balance of the Agreement shall be binding with the same effect as though the void or unenforceable parts were deleted.

f. Authority: Each Party warrants and represents that the officers or agents executing this Agreement are authorized to do so and that each Party is authorized to participate in the Agreement pursuant to its respective corporate or municipal bylaws or charter.

g. Medicare Access Clause: To the extent required by relevant law, until the expiration of four (4) years after the furnishing of services provided under this Agreement, either Party shall make available to the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their duly authorized representatives, upon request, this Agreement and all books, documents and records necessary to certify the nature and extent and cost of those services. Each Party will provide the other, upon reasonable notice and consistent with relevant law, with reasonable access to its records relating to services provided hereunder in order to assure compliance with all governmental payor programs.

h. Survival of Certain Provisions: The rights and obligations of the Parties under Sections 7 (Documentation and Review), 8 (Confidential Information), 9 (Compliance with HIPAA and State Confidentiality Laws), 10 (Insurance and Indemnification), and 13.g (Medicare Access Clause) shall survive any termination of this Agreement.

i. Captions: Any captions, paragraph and section titles, or numerical and alphabetical designations contained in this Agreement are inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge, or restrict any provision of this Agreement or affect the construction thereof.

j. Penalty for Non-Compliance: If MedStar breaches any of the terms of this agreement, the Towns may, after written notice and upon thirty days to cure, withhold payment until the breach is cured.

AGREE AND ACCEPTED THIS _____ DAY OF _____, 2017.

Town of Millbury Board of Selectmen

Chair

Vice-Chair

Clerk

Member

Date: _____

Town of Sutton Board of Selectmen

Chair

Vice-Chair

Clerk

Member

Date: _____

Town of Grafton Board of Selectmen

Chair

Vice-Chair

Clerk

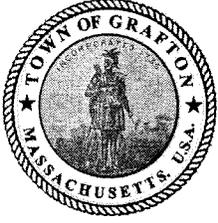
Member

Date: _____

MedStar Ambulance

Executive Vice President/COO

Date: _____



**OFFICE OF THE
TOWN ADMINISTRATOR**

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

Assistant Town Administrator: Doug Willardson
willardsond@grafton-ma.gov
www.grafton-ma.gov

To: Board of Selectmen
From: Doug Willardson, Assistant Town Administrator
Date: November 11, 2016
RE: Special Town Meeting in January

The Library Building Committee has requested a special town meeting in early January to dedicate a portion of the Perrault property for the construction of a library. This will make the purchase price of that portion of the property eligible for a partial reimbursement from the state.

Also, at the same town meeting we should appropriate funds to pay for fines and fees associated with the IRS audit.

If a meeting is held, the Police Chief will likely be requesting a transfer of funds to update the access system to the jail cells. These were recently inspected and are in need of some modernization.

As a reminder, once the Board of Selectmen call a special town meeting it must be published in the local newspaper and all petitions received within five days must be included on the warrant. The warrant then must be signed with at least 14 days advance notice before the special town meeting is held. With that in mind, I recommend the following schedule.

- Notification of special town meeting in paper: Nov 23rd
- Close of petition acceptance: December 2nd
- Sign warrant: December 6th
- Close of notification period: December 22nd
- Suggested special town meeting date: January 9th

Dear Board of Selectmen:

The Library Planning and Building Committee has been made aware of an opportunity to increase the Town's potential grant award for Library Expansion by approximately \$100,000 and recoup some of the cost of the acquisition of parcels 89 and 90 for Library expansion. The funds could be put towards eligible grant costs.

If the Town will vote at Town Meeting to dedicate a portion of the Town owned land on parcels 89 and 90 solely for library expansion, we can apply the assessed value on the grant application.

We respectfully ask that the board review the draft site plan (attached) and discuss at a forthcoming meeting if the value of the additional grant monies is worth the cost of a special Town meeting to dedicate the land; the vote would have to take place by the grant application deadline of January 26, 2017.

VTY,

Tim Fitzpatrick, Chair
Library Planning and Building Committee

Proposed overall library site: 4.67 acres.

Proposed site without the current library site: 4.07 acres. (Approximate area to be transferred by the Town)

Area of wetlands plus 25' buffer in proposed site 2.1 acres

Useable area of site to be transferred by the Town $4.07 - 2.1 = 2.07$ acres.

Approx. value of land based upon Assessors cards:

Lot 89 Current Library site .6 acres; assessment \$145,400. Assessment/acre= \$242,333.

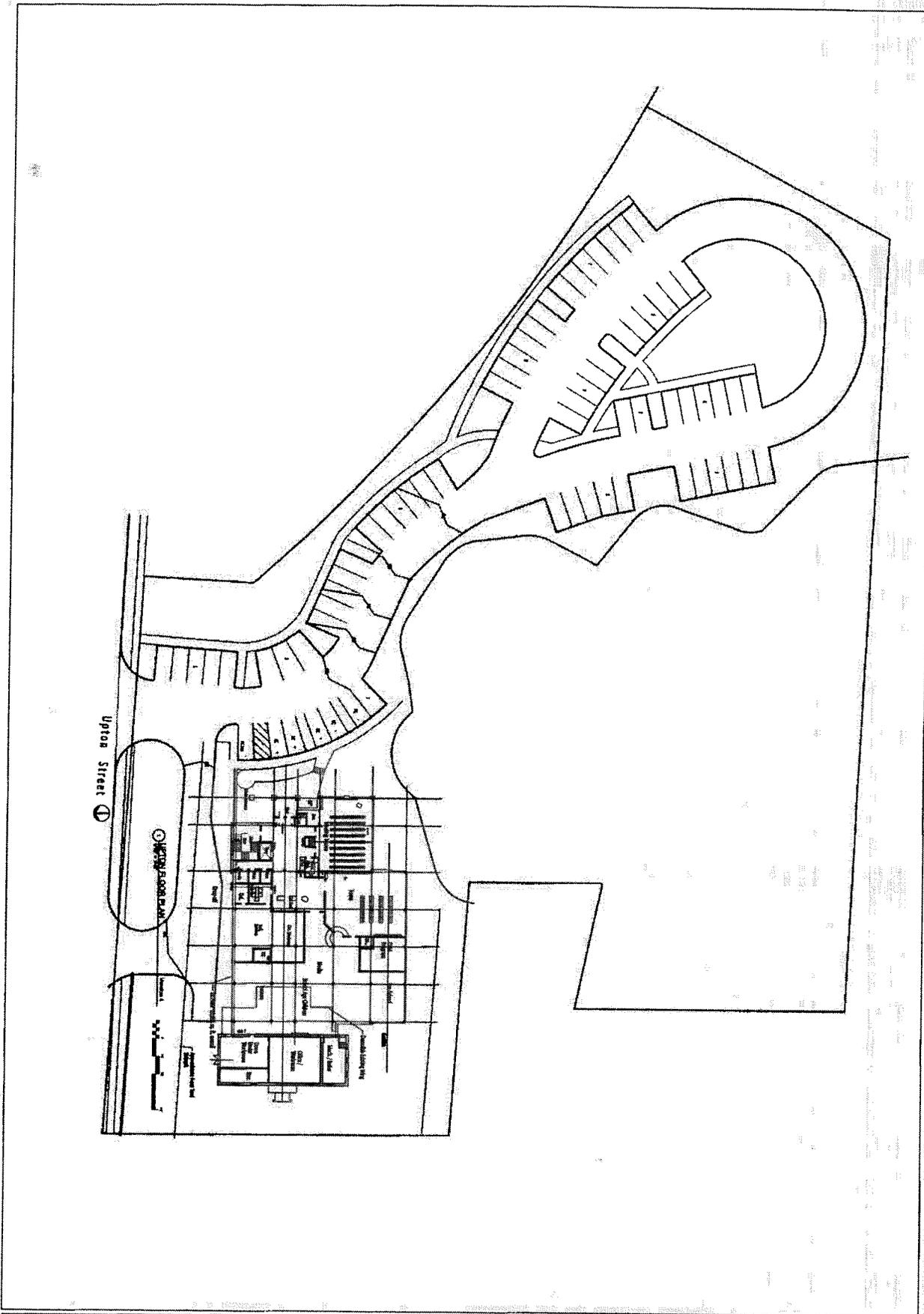
Lot 90, .33 acres; assessment \$72,200 Assessment/acre=\$218,788.

Lot 91, 10.6 acres; assessment \$143,400 Assessment/acre=\$ 13,528. (Includes wetland area)

Net useable area of Lot 91 is 2.07 acres. Range of value is

a) $4.07 \times \$13,528 = \$ 55,059$. (Includes wetland)

b) $2.07 \times \$218,788 = \$ 452,891$. (without wetlands)



D·R·A

**Drumey
Roene
Anderson
Inc.**
Studio 205
225 Oakland Road
South Windsor, CT
06074
860.644.8300 fax
860.644.8301 fax

**GRAFTON LIBRARY
ADDITIONS AND RENOVATIONS
GRAFTON, MA**

Scale: 1"=16'
Drawn by: KCB
Job#: 16020.00
Date: 11-7-16

Massachusetts State Plane



Existing Conditions Plan
 Located at
4 & 6 Upton Street
 Grafton, MA
 Prepared for
Town of Grafton
 DPW
 27 Upton St.
 Grafton, MA 01810
 Oct. 6, 2013
 series: 1"=80'

DATE: 10/1/13
 R. S. HILL
 P.E. 21187

DATE: 10/1/13
 R. S. HILL
 P.E. 21187

REVISIONS			
No.	Date	By	Checked
1	10/1/13	RSH	RSH
2	10/1/13	MHO	RSH
3			
4			
5			
6			

Draft By: RSH 9/13
 Designed By: RSH 9/13
 Drawn By: RSH 9/13
 Checked By: RSH 9/13

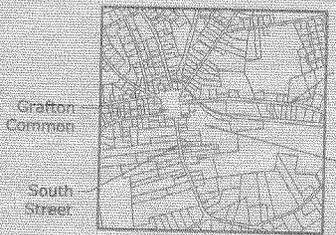
Land Planning, Inc.
 Civil Engineers • Land Surveyors
 Environmental Consultants

Bellingham
 67 Bedford Ave.
 Bellingham, MA 02518
 508-968-1301

North Grafton
 216 Pleasant St.
 North Grafton, MA 01810
 608-420-6626

Haverhill
 1415 Main Street
 Haverhill, MA 02561
 781-264-4144

www.landplanning.com



Locus Map
 scale 1"=1000'

