

FILE

EXHIBIT 22

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers

PRINCIPALS
Robert J. Michaud, P.E.
Ronald D. Desrosiers, P.E., PTOE
Daniel J. Mills, P.E., PTOE

July 24, 2017

RECEIVED

Grafton Planning Board
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

JUL 24 2017

PLANNING BOARD
GRAFTON, MA

Attn: Mr. Joseph Laydon, Town Planner

Subject: Transportation Consulting Services
Nature's Remedy Facility 8 Millennium Drive
Grafton, MA

Dear Joe:

MDM Transportation Consultants, Inc. (MDM) is pleased to submit this proposal for providing Transportation Peer Review Services in support of the Town of Grafton Planning Board evaluation of the proposed Nature's Remedy medicinal marijuana cultivation and distribution facility to be located at 8 Millennium Drive in Grafton. Our proposed scope of work will result in a detailed review of the Traffic Impact Analysis submitted by the Applicant and the associated Site Plans prepared in support of the project with respect to (a) projected traffic impacts, adequacy of access and circulation; and (b) accepted Traffic Engineering and Transportation Planning practices. The results of our review will be summarized in a letter provided to the Town for use in reviewing the project.

TRANSPORTATION PEER REVIEW SERVICES

Under the terms of this Contract, MDM shall provide Transportation Peer Review Services to the TOWN. Services to be provided by MDM shall include, but not be limited to, the following:

- Conduct a site visit to verify existing conditions and observe traffic operations, travel speeds, intersection and roadway geometry, pedestrian & vehicle movements, driveway curb cuts, sight lines, access/egress locations, etc.
- Review of Traffic Impact Assessment and Site Plans prepared by Applicant's project team to include the following:
 - Review of historical data, past studies and record plans.
 - Review trip generation rates and distribution assumptions.
 - Review seasonal adjustments, historic traffic growth rates and traffic generated from planned specific developments.
 - Review accident crash data and compare to district and statewide averages.
 - Review existing and future capacity analysis and queuing analysis.

- o Review site development plans relative to access/egress to public roadways and internal site circulation relative to delivery vehicles and emergency vehicle access/ maneuverability.
 - o Review of proposed mitigation to offset project impacts and/or pedestrian accommodation.
 - o Review of proposed access improvements and conformance with applicable driveway design standards including sight lines.
- Prepare a memorandum outlining our findings and recommendations.

MEETINGS

No meetings are requested or anticipated under this proposal, but may be added by amendment thereto at the request of the Town at additional cost.

COMPENSATION

Peer Review Services shall be billed on a Lump Sum basis for a total of Four Thousand Five Hundred (\$4,500) dollars including expenses. Follow-on services, including the review of any additional or revised documents (traffic study, response to comments, revised site plans, analysis, etc.,) generated as a result of MDM's peer review comments included in this Agreement may require additional compensation.

REIMBURSABLE EXPENSES

All expenses shall be included in the lump-sum fee under this Agreement.

ACKNOWLEDGMENT

If this proposal is acceptable, please execute both copies of the proposal and return one copy to our office with an original signature for our records. An original signature proposal will serve as notice to proceed and acknowledgment that the attached Contract Terms and Conditions of Agreement are acceptable to the Town of Grafton.

Sincerely,

MDM TRANSPORTATION CONSULTANTS, INC.



Robert J. Michaud, P.E.
Managing Principal

7.24.17
Date

TOWN AUTHORIZATION

The TOWN agrees with Part I, which includes the Scope of Services, Schedule, and Compensation, and Part II, Terms and Conditions of Agreement (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between MDM and the TOWN.

TOWN OF GRAFTON, MASSACHUSETTS

APPROVED AS TO FUNDS

By: _____

By: _____
Town Accountant

Date: _____

Date: _____

**CONTRACT TERMS FOR TRANSPORTATION CONSULTING SERVICES
BY AND BETWEEN
THE
TOWN OF GRAFTON, MASSACHUSETTS
AND
MDM TRANSPORTATION CONSULTANTS, INC.**

THIS AGREEMENT entered into by and between the Town of Dracut, Massachusetts (hereinafter called "TOWN") and MDM Transportation Consultants, Inc., 28 Lord Road, Suite 280, Marlborough, Massachusetts (hereinafter called the "MDM"), WITNESSETH:

WHEREAS the TOWN desires to engage MDM to provide certain technical and professional services hereinafter more specifically described,

NOW THEREFORE, the parties do mutually agree as follows:

1. Compensation for services shall be on a time and expense basis subject to MDM 2009 billing rates or lump sum basis as identified in the Proposal. MDM will submit monthly invoices under the contract at the end of the billing month. Invoices will be paid within 30 days of the date of the invoice.
2. Full and timely payment of all amounts due and owing to MDM is the sole responsibility of TOWN and may not be subject to any third-party agreements.
3. MDM is not obligated to perform any services not explicitly set forth in the Scope of Services. Should TOWN request that MDM perform any services in addition to those explicitly set forth in Scope of Services, MDM may, in its sole discretion, agree to perform such additional services. Before MDM will begin performance of any such additional services, MDM and TOWN must enter into a written agreement regarding the scope of, and the compensation to be paid for, such additional services
4. If the Consultant shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, agreements or stipulations of this Agreement, the TOWN shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Consultant of such termination. In such an event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Consultant under this Agreement shall, at the option of the TOWN, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials; but in no event shall such compensation exceed the amount provided for herein. Either party upon giving 60 days written notice may terminate this agreement at any time during the life of the contract without citing any failure or default on the part of either party.

Notwithstanding the above, the Consultant shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of breach of this Agreement by the Consultant, and the TOWN may withhold any payments to the Consultant for the purpose of setoff until such

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time as the exact amount of damages due the TOWN from the Consultant is determined by a court of competent jurisdiction.

5. MDM covenants that during the period to be covered by this Agreement it shall have no interest, direct or indirect, with respect to the TOWN which creates a conflict of interest. MDM further covenants that in the performance of this Agreement no person having such interest shall be employed. Conflicts of interest shall include, but are not limited to:
 - A. Family relationships with officials of the Town.
 - B. Connections with officers or employees of the Town.
6. The Consultant certifies that its principals are members in good standing with their respective professional associations and that its principals are registered with, or otherwise licensed by the Commonwealth of Massachusetts, to perform the services described in the Agreement.
7. No member, officer or employee of the TOWN, or its designees or agents, no member of the governing body of the TOWN and no other public official of the TOWN who exercises any functions or responsibilities with respect to this contract during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the services to be performed under this Agreement.
8. MDM warrants that it has not employed any person to solicit or secure the Agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the TOWN the right to terminate this Agreement, or in its discretion, to deduct from MDM's fee the amount of such commission, percentage, brokerage or contingent fee.
9. MDM agrees to carry the following insurance during the term of this Agreement: Workers' Compensation, General Liability, Professional Liability, and Comprehensive Automobile Liability. For any damage on account of any error, omission or other professional negligence, MDM's liability will be limited to a sum not to exceed \$25,000 or the fee received under this agreement less third-party costs, whichever is greater. Certificates of Insurance will be furnished upon request.
10. The TOWN shall bear the duty to defend and shall at all times indemnify and save harmless MDM and its officers, agents, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses, and/or economic damages sustained by or alleged to have been sustained by any person or entity, and caused in whole or in part by the acts, omissions or negligence of the TOWN its agents, employees, or subcontractors in connection with the project.

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11. MDM shall not be responsible for any damages arising from failure to perform, or delay in the performance of, services identified in Scope of Services, which failure or delay arises out of causes beyond MDM's control or without negligence on the part of MDM. MDM shall not be responsible for any consequential damages, including, without limitation, any delay or expense arising out of the exercise by MDM or any right provided to MDM under this Agreement, including, without limitation, the rights to suspend services, withhold documents, and withdraw support. MDM's liability under this Agreement is limited to the total of all fees paid to MDM by TOWN under this Agreement.
12. MDM agrees to indemnify and hold harmless the TOWN for any costs, claims, or damages arising out of MDM's negligent performance of professional services.
13. The TOWN agrees that Town officials and employees will be available for consultation and for arranging meetings with appropriate community leaders concerned with parking, traffic and other related matters, and will assist in data research and in obtaining necessary information on file in Town records.
14. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by MDM shall not be considered an assignment for purposes of this Agreement.
15. This Agreement may be terminated by either party upon seven (7) written days notice.
16. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
17. It is intended by the parties to this Agreement that MDM's services in connection with the Project shall not subject MDM's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the TOWN agrees that as the TOWN'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MDM, a Massachusetts corporation, and not against any of MDM's individual employees, officers or directors.
18. This Agreement constitutes the entire agreement between TOWN and MDM regarding the Scope of Services specified in the proposal. In entering into this Agreement, TOWN has not relied upon any warranties, representations, or statements not set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which TOWN relied in entering into this Agreement.