

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
May 30, 2017
7:00 PM

Open Session Begins at 7:00 PM

ANNOUNCEMENTS

1. Natick Nights Beginning June 1, 2017
2. Update on Amended Alcohol License Policy

WHAT'S NEW

3. Chief of Police: Recognition of Officer of the Year - Christopher G. Showstead
4. Robert Havener-Former Zoning Board of Appeals Member-Town of Natick Resolution

CITIZEN'S CONCERNS

CONSENT AGENDA

5. Approve Request to Block Off 20 Kiosk Spaces in Pond Street Lot for Natick Nights Vintage Car Display 6/1/17 & 7/13/17 5:00-8:00 PM
6. Approve Road Closure Request for NCCD Art Walk for Music & Food Activities-Washington Street-7/20/17 5:00-8:30 PM
7. Approve Road Closure Request for Natick Artists Open Studios Event-Adams Court-10/21 & 10/22/17 9:00 AM-6:30 PM
8. Approve Road Closure Request for Sylvester Road Block Party 7/29/17 1:00-8:00 PM
9. Approve Road Closure for Bacon Free Library Father's Day Concert On Mill St. 6/18/17 (Rain Date 6/21/17)
10. Approve Request to Occupy a Public Way - Aqua Barriers, Inc. - 6/5-6/7/17
11. Approve Request to Occupy a Public Way for Meridian Lodge/American Red Cross Blood Drive 7/1/17 8:00 AM-3:00 PM
12. MA DEP Access Agreement regarding General Chemical Corp Contamination in Course Brook - Approve Contingent Upon Review & Approval of Town Counsel

APPOINTMENTS

13. Public Hearing: Application for Amendment of Pouring Permit and Entertainment License- Lookout Hard Cider, LLC
Public Hearing will be opened for purpose of continuing the hearing to 6/12/17.
14. Public Hearing: FY 2018 Water and Sewer Rates
15. Appoint New Comptroller-Arti Mehta
16. Fire Chief Screening Committee
 - a. Interview Michael Barry for Selectmen's Appointee to Committee
 - b. Appoint Chair Pro Tem
17. Guimel DeCarvalho: Request to Waive Street Opening Moratorium - Travis Rd.
18. Procurement Officer: Contracts
 - a. Single Stream Recycling Contract - One-Year Extension
 - b. First Amendment to Fire Station Architect Contract
 - c. Award of Contract - 2017 Roadway Improvements
19. Director of Council On Aging
 - a. COA Sub-Committee Report
 - b. COA By-Laws

DISCUSSION AND DECISION

20. Update Procedure for Signing Warrants
21. Town Administrator Screening Committee

TOWN ADMINISTRATOR NOTES

22. Camp Arrowhead Update

SELECTMEN'S CONCERNS

CORRESPONDENCE

Correspondence 5/30/17

ITEM TITLE: Natick Nights Beginning June 1, 2017

ITEM SUMMARY:

ITEM TITLE: Update on Amended Alcohol License Policy
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
ABCC Holiday Changes	5/25/2017	Cover Memo

TO: Jon Freedman, Chairman of the Board of Selectmen

FROM: Donna Donovan, Executive Assistant

DATE: May 17, 2017

RE: Sale of Alcohol on Legal Holidays

An off premise alcohol license holder reached out to us recently stating that the ABCC 2017 holiday calendar allows for the sale of alcohol after 12:00 p.m. on Memorial day. Memorial Day has been a prohibited holiday in prior years. Our licenses state that the sale of alcohol is not allowed on Memorial Day, Thanksgiving Day and Christmas Day. In August, 2016 there was a change in state law (MGL c. 138 s. 33(a) which permits sale of alcohol beginning at 12 noon on Memorial Day. The ABCC publishes an annual "holiday calendar" which specifies the dates and times for sale and service of alcohol consistent with state law (see link below). It has been recommended by Town Counsel and by Natick Police that the Board modify the current policy to state that that license holders must observe the ABCC holiday calendar.

If the Board approves this, the new policy can go into effect immediately, allowing liquor stores to open at noon on Memorial Day. The regulation will also be incorporated into the new policy which Lt. Lauzon has been working on. Also if approved, we will notify the license holders of the new regulation and provide them with the 2017 holiday calendar. Going forward, renewal licenses will not stipulate any holiday restrictions.

Suggested motion:

Motion to adopt the ABCC calendar of legal holidays and dates of observation which is provided annually and identifies holiday days and time in which service and sale of alcohol is permitted.

<http://www.mass.gov/abcc/pdf/2017holidaycalendar.pdf>

ITEM TITLE: Chief of Police: Recognition of Officer of the Year - Christopher G. Showstead

ITEM SUMMARY:

ITEM TITLE: Robert Havener-Former Zoning Board of Appeals Member-Town of Natick Resolution

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Resolution-Robert Havener	5/9/2017	Cover Memo

**A TOWN OF NATICK RESOLUTION
IN RECOGNITION OF
ROBERT HAVENER**

WHEREAS the Board of Selectmen (the "Board") first appointed Robert Havener as a Member of the Zoning Board of Appeals (the "Zoning Board") on June 6, 1988, and

WHEREAS in recognition of his strong and continued commitment to public service, the Board reappointed Mr. Havener as a Member of the Zoning Board ten times with his final term expiring in 2017, making Mr. Havener's tenure as a volunteer one of the longest to benefit the Town, and

WHEREAS Mr. Havener's strong institutional knowledge and historical perspective on Natick's growth and development enabled him to add great value to the Zoning Board over his many years of dedicated service, and

WHEREAS Mr. Havener earned a reputation for the fair, impartial, informed, pragmatic, and open-minded approach he brought to matters before the Zoning Board, and

WHEREAS Mr. Havener's colleagues appreciated his good humor, collegial approach, respectful and professional manner with the public, and the warmth he brought to the Zoning Board, and

WHEREAS the Board wishes to recognize Mr. Havener's decades of dedicated service as a Member of the Zoning Board and express its sincere appreciation for his countless contributions to the Town of Natick in that role, and

WHEREAS Mr. Havener has demonstrated the intrinsic value of the volunteer, so essential in providing the level of services offered by the Town of Natick that make the Town such a vibrant, healthy, and desirable place to live,

NOW THEREFORE BE IT RESOLVED that the Board hereby offers its sincere gratitude and grateful appreciation to Mr. Havener for his service to the Town of Natick and participation in the governance of our Town.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Natick to be affixed on this 15th day of May, 2017.

Jonathan Freedman, Chair

Susan G. Salamoff, Vice Chair

Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Member

Amy H. Mistrot, Member



ITEM TITLE: Approve Request to Block Off 20 Kiosk Spaces in Pond Street Lot for Natick Nights Vintage Car Display 6/1/17 & 7/13/17 5:00-8:00 PM

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/24/2017	Cover Memo
Police Approval with Instruction	5/24/2017	Cover Memo



Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

May 17, 2017

Natick Board of Selectmen
Natick Town Hall
13 East Central Street
Natick, MA 01760

RE: Natick Nights, ArtWalk and NAOS (Natick Artists Open Studios)

Dear Natick Board of Selectmen,

The Natick Center Cultural District is once again planning a variety of events, some elements of which we are asking your approval.

On June 1st and July 13th, for our Natick Nights programs, we are requesting permission to block off 20 kiosk spaces in the Pond St. parking lot beginning at 4:45 pm through 8:00 pm that evening. The theme of the evening is "Vintage" and we would like to have these designated spaces for the parking and displaying of vintage cars. Natick Nights runs from 5:00-8:00 pm.

On July 20th from 5 to 8:30 pm the annual ArtWalk will take place throughout Natick Center. We are requesting your permission to close Washington Street between South Ave and Court St. for music and food activities, including the placing of tables for people to eat at. In addition, we are requesting permission to have musicians throughout the event, including on Washington Street.

Working in affiliation with Natick Artists Open Studios, we are requesting the closing of Adams Court for their weekend event on Saturday, October 21 and Sunday October 22. We are requesting this closing from 9:00 am to 6:30 pm to allow 3-4 tents to be set up for the displaying of art. All abutting businesses will be contacted regarding this request.

Both Lt. Lauzon and Chief White have been consulted and have given their approval of these requests.

Thank you for your consideration.

Sincerely,

Athena Pandolf
Executive Director



Patricia O'Neil <poneil@natickma.org>

Natick Nights, Art Walk, NAOS 6/1, 6/13,

2 messages

Patricia O'Neil <poneil@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>

Wed, May 24, 2017 at 11:54 AM

Brian, I know you have been working with Athena and Deb Sayre on these events, but can you send me your approval in writing since the letter has been updated and changed a bit? Thanks.

--

Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov



Natick Nights_Art Walk_NAOS.pdf
36K

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 24, 2017 at 3:08 PM

Trish,

We would recommend approval. Please remind the petitioners that they need to coordinate with us in advance of these dates so that we can give proper notice to users of the Pond Street lot that they will not be available those dates during the specified times.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Road Closure Request for NCCD Art Walk for Music & Food Activities-Washington Street-7/20/17 5:00-8:30 PM

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/24/2017	Cover Memo
Police Approval	5/24/2017	Cover Memo



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20 Main St. Suite 208
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Natick Town Hall
13 East Central Street
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On July 20th from 5 to 8:30 pm the annual ArtWalk will take place throughout Natick Center. We are requesting your permission to close Washington Street between South Ave and Court St. for music and food activities, including the placing of tables for people to eat at. In addition, we are requesting permission to have musicians throughout the event, including on Washington Street.

Working in affiliation with Natick Artists Open Studios, we are requesting the closing of Adams Court for their weekend event on Saturday, October 21 and Sunday October 22. We are requesting this closing from 9:00 am to 6:30 pm to allow 3-4 tents to be set up for the displaying of art. All abutting businesses will be contacted regarding this request.

Both Lt. Lauzon and Chief White have been consulted and have given their approval of these requests.

Thank you for your consideration.

Sincerely,

Athena Pandolf
Executive Director



Patricia O'Neil <poneil@natickma.org>

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2 messages

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To: Brian Lauzon <lauzon@natickpolice.com>

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Natick Nights_Art Walk_NAOS.pdf
36K

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 24, 2017 at 3:08 PM

Trish,

We would recommend approval. Please remind the petitioners that they need to coordinate with us in advance of these dates so that we can give proper notice to users of the Pond Street lot that they will not be available those dates during the specified times.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Road Closure Request for Natick Artists Open Studios Event-
Adams Court-10/21 & 10/22/17 9:00 AM-6:30 PM

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Natick Center Cultural District Request	5/24/2017	Cover Memo
Natick Artists Open Studios Request	5/9/2017	Cover Memo
Police Approval	5/24/2017	Cover Memo



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20 Main St. Suite 208
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May 17, 2017

Natick Board of Selectmen
Natick Town Hall
13 East Central Street
Natick, MA 01760

RE: Natick Nights, ArtWalk and NAOS (Natick Artists Open Studios)

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On July 20th from 5 to 8:30 pm the annual ArtWalk will take place throughout Natick Center. We are requesting your permission to close Washington Street between South Ave and Court St. for music and food activities, including the placing of tables for people to eat at. In addition, we are requesting permission to have musicians throughout the event, including on Washington Street.

Working in affiliation with Natick Artists Open Studios, we are requesting the closing of Adams Court for their weekend event on Saturday, October 21 and Sunday October 22. We are requesting this closing from 9:00 am to 6:30 pm to allow 3-4 tents to be set up for the displaying of art. All abutting businesses will be contacted regarding this request.

Both Lt. Lauzon and Chief White have been consulted and have given their approval of these requests.

Thank you for your consideration.

Sincerely,

Athena Pandolf
Executive Director



43 Main St.
Natick, Ma. 01760

April, 2017

Board of Selectmen
Town of Natick
E. Central St.
Natick, Ma. 01760

Dear Board Members,

On October 21st & 22nd, Natick will once again host the Natick Artists Open Studios event with several group exhibitions in the Natick Center Cultural District.

We are requesting that Adams Court be closed for those two days in order to place 3-4 artists in tents in that space. If approved, we will close Adams Court from 9 am to 6:30 pm to allow for set up and take down.

While we are not an outdoor event, we feel these tents will add to the atmosphere of the event and be enjoyed by the public walking around Natick Center.

We will inform the abutting businesses and suggest alternative parking for those dates. Both Lt. Lauzon and Chief White have given their approval with the understanding that the first priority in the event of any incident, is safety.

Thank you for your consideration.

Sincerely,

Deb Sayre
NAOS Steering Committee



Patricia O'Neil <poneil@natickma.org>

Natick Nights, Art Walk, NAOS 6/1, 6/13,

2 messages

Patricia O'Neil <poneil@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>

Wed, May 24, 2017 at 11:54 AM

Brian, I know you have been working with Athena and Deb Sayre on these events, but can you send me your approval in writing since the letter has been updated and changed a bit? Thanks.

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Trish O'Neil
Executive Assistant
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P: 508-647-6410
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poneil@natickma.gov
www.natickma.gov



Natick Nights_Art Walk_NAOS.pdf
36K

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 24, 2017 at 3:08 PM

Trish,

We would recommend approval. Please remind the petitioners that they need to coordinate with us in advance of these dates so that we can give proper notice to users of the Pond Street lot that they will not be available those dates during the specified times.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Road Closure Request for Sylvester Road Block Party 7/29/17
1:00-8:00 PM

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/25/2017	Cover Memo
Police Approval	5/25/2017	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Re: Proposed block party Sylvester Road

5 messages

james h <jhreds@gmail.com>

Tue, May 23, 2017 at 8:50 AM

To: Brian Lauzon <lauzon@natickpolice.com>, poneil@natickma.org

Thanks

I am copying Patricia

Patricia can we get this on the agenda for the Selectmen

Please let me know if there is something else we need

Thanks

On Tue, May 23, 2017 at 8:46 AM, Brian Lauzon <lauzon@natickpolice.com> wrote:

I would suggest getting this request to the Board of Selectmen sooner rather than later as their agenda does book up.

Lt. Brian G. Lauzon

On Sun, May 21, 2017 at 12:06 PM, james h <jhreds@gmail.com> wrote:

Lt Lauzon

I hope all is well . We are doing our 2nd annual block party of 7-29. If possible can we get the same plan approved as last year.

Thanks

On Wed, Jul 6, 2016 at 8:13 AM, Brian Lauzon <lauzon@natickpolice.com> wrote:

Please see attached:



[REDACTED]

[REDACTED]

[REDACTED]

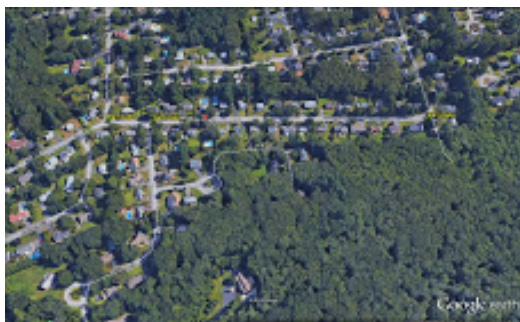
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] h <jhreds@gmail.com>

Thu, May 25, 2017 at 8:41 AM

To: Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>, Brian Lauzon <lauzon@natickpolice.com>

Patricia

I have also attached the material I received that went to the Selectmen last year.

Date is 7-29

Times are 1-9pm

There will be no rain date

We will close from 1 Sylvester to only one side of Sylvester at the ned. This will allow people to access Sylvester at the end and one side of Bunker would be left open.

I hope this is sufficient. If not please let me know.

I have copied Lt. Lauzon and Donna Donovan

Thanks

[Quoted text hidden]



Sylvester_Road_Request___Police_Approval.pdf

176K



Patricia O'Neil <poneil@natickma.org>

Block Party - Sylvester Road - 7/29

2 messages

Patricia O'Neil <poneil@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>

Thu, May 25, 2017 at 1:37 PM

Hi Brian. Your recommendations? This is on the 5/30 agenda.

--

Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov



Proposed block party Sylvester Road.pdf
115K

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>

Thu, May 25, 2017 at 4:59 PM

Trish,

We would recommend approval and have spoken directly with the petitioner.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Road Closure for Bacon Free Library Father's Day Concert On Mill St. 6/18/17 (Rain Date 6/21/17)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/24/2017	Cover Memo
Police Approval	5/24/2017	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Mill St

1 message

Meena Jain <mjain@minlib.net>

Tue, May 9, 2017 at 8:57 PM

To: Donna Donovan <ddonovan@natickma.org>

Hi Donna,

We'd like to close Mill St. for our annual Father's Day Concert on Sunday June 18th from 4-8pm.

Thanks,
Meena

Meena Jain, MLIS
Director
Bacon Free Library
58 Eliot Street
Natick, MA 01760
(p) [508-653-6730](tel:508-653-6730)
(f) [508-651-7013](tel:508-651-7013)
(t) [508-233-8007](tel:508-233-8007)
<http://www.baconfreelibrary.org/>
[Facebook](#)
[@baconfreelib](#)
Instagram: baconoliver
[Flickr](#)

"It takes a great deal of bravery to stand up to our enemies, but just as much to stand up to our friends."
— Albus Dumbledore, Harry Potter and the Sorcerer's Stone



Patricia O'Neil <poneil@natickma.org>

Road Closure for Bacon Free Library Fathers' Day Concert 6/18/17

2 messages

Patricia O'Neil <poneil@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>

Wed, May 24, 2017 at 12:52 PM

Brian, your recommendations?

--

Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov



Close Mill St for Concert.pdf
104K

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>

Wed, May 24, 2017 at 3:05 PM

Trish,

Recommend approval.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Request to Occupy a Public Way - Aqua Barriers, Inc. - 6/5-6/7/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/24/2017	Cover Memo
Police Approval with Stipulation	5/24/2017	Cover Memo

May 8th, 2017

Town of Natick
Board of Selectmen
13 East Central Street
Natick, MA. 01760

RECEIVED

MAY 15 2017

BOARD OF SELECTMEN
NATICK, MA

RE: Approval for Obstruction of Public Way

Dear Board of Selectman,

Aqua Barriers, Inc. has been hired by JBG Corp. of Natick, MA. to make repairs to the gutters above the sidewalk located at 5 Summer and 25 Main Street, Natick, MA.

This work will require placing a man lift (8 ft wide by 16ft long) in the one travel lane at 5 Summer Street one day and 25 Main Street another day.

We request permission from the Board of Selectman to access the public way for this work. We realize that this work will require us to hire a police detail and place the proper safety flags, cones, ect. necessary to maintain the one travel lane and protect the public way.

Please let me know if you have additional concerns. I can be reached at 508-520-1859.




Christopher Wider
General Manager

Sandy,
Start dates
June 5th-17th, 2017



Patricia O'Neil <poneil@natickma.org>

Aqua Barriers Street Opening 6/5-6/7/17

2 messages

Patricia O'Neil <poneil@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>

Mon, May 15, 2017 at 9:58 AM

Hi Brian. Your recommendations? This will be on the 5/30 agenda.

--

Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: [508-647-6410](tel:508-647-6410)
F: [508-647-6401](tel:508-647-6401)
poneil@natickma.gov
www.natickma.gov



Aqua Barriers Occupy Public Way 06.05-06.07.17.pdf
39K

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>

Mon, May 15, 2017 at 10:02 AM

Trish,

Recommend approval. The applicant should contact our Administrative Detail officer, Sgt Forde ([508-647-6400](tel:508-647-6400) ext. [9540](tel:9540)) in advance so that they can schedule an officer to be there.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Approve Request to Occupy a Public Way for Meridian Lodge/American Red Cross Blood Drive 7/1/17 8:00 AM-3:00 PM

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request & Police Approval with Stipulations	5/25/2017	Cover Memo
Friends of the 4th-No Objections	5/25/2017	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Blood Drive at Meridian Lodge, Natick and Parking Request

5 messages

James Lawrence-Archer <jameslarcher1@gmail.com>

Sat, May 20, 2017 at 9:59 PM

To: "Town of Natick, Selectman's Office - Patricia O'Neil" <poneil@natickma.org>

Cc: "Natick Police - Lt. Brian Lauzon" <lauzon@natickpolice.com>, Natick Police - Patrol Officer Scott Lacerra <lacerra@natickpolice.com>, Masons - Edwin Sloper <eslop@aol.com>, "Masons - Jay R. Snyder" <jaysnyder@hotmail.com>, Masons - Mike Siaba <msiaba@aol.com>, Masons - Wayne Szretter <wjszretter@comcast.net>, "Masons - WM Jay R. Snyder" <wmmeridianlodge@gmail.com>, James Lawrence-Archer <jameslarcher1@gmail.com>, ARC - Tim Brennan <tim.brennan@redcross.org>, Natick Police - Chief James Hicks <hicks@natickpolice.com>

Hi Patricia,

The Meridian Lodge and the American Red Cross (ARC) are planning to run a Blood Drive on the 1st July at the Meridian Lodge at 24 Main Street, Natick.

The timings are as follows:-

8:00 am to 9:00 am Set Up
9:00 am to 2:00 pm Blood Drive
2:00 pm to 3:00 pm Dismantle

The ARC will be bringing their equipment via a truck.

May I request permission from the Board of Selectmen, that parking is set aside for the ARC truck for the duration of the Blood Dive on Main Street, Natick, please?

At the last blood drive, the Natick Police recommended that 4 parking spots should be set aside to allow the truck to park parallel to the curb and allow it to unload the ARC equipment. Also the spaces set aside were the last 4 spaces outside 10 Main Street (Fair and Yeager) and 16 Main Street (Byrne Home Health Center) by the Court Street/Main Street junction. This allowed the truck to park easily.

If the Natick Police are happy with how this process worked the last time the Meridian Lodge and ARC ran a Blood Drive, please could we repeat this process?

Please contact me if you have any questions?

Thank you for all your help.

James Lawrence-Archer
4 Pearl Street
Natick, MA 01760
Tel. No.: 508-650-0299

Brian Lauzon <lauzon@natickpolice.com>

Tue, May 23, 2017 at 8:48 AM

To: James Lawrence-Archer <jameslarcher1@gmail.com>

Cc: "Town of Natick, Selectman's Office - Patricia O'Neil" <poneil@natickma.org>, Natick Police - Patrol Officer Scott Lacerra <lacerra@natickpolice.com>, Masons - Edwin Sloper <eslop@aol.com>, "Masons - Jay R. Snyder" <jaysnyder@hotmail.com>, Masons - Mike Siaba <msiaba@aol.com>, Masons - Wayne

Szretter <wjszretter@comcast.net>, "Masons - WM Jay R. Snyder" <wmmeridianlodge@gmail.com>, ARC - Tim Brennan <tim.brennan@redcross.org>, Natick Police - Chief James Hicks <hicks@natickpolice.com>

Trish,

We may have to also consult with the July 4th Committee's calendar to make sure there are no conflicts as this can be a very busy weekend in Natick Center.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

James Lawrence-Archer <jameslarcher1@gmail.com>

Tue, May 23, 2017 at 10:59 AM

To: Brian Lauzon <lauzon@natickpolice.com>

Cc: "Town of Natick, Selectman's Office - Patricia O'Neil" <poneil@natickma.org>, Natick Police - Patrol Officer Scott Lacerra <lacerra@natickpolice.com>, Masons - Edwin Sloper <eslop@aol.com>, "Masons - Jay R. Snyder" <jaysnyder@hotmail.com>, Masons - Mike Siaba <msiaba@aol.com>, Masons - Wayne Szretter <wjszretter@comcast.net>, "Masons - WM Jay R. Snyder" <wmmeridianlodge@gmail.com>, ARC - Tim Brennan <tim.brennan@redcross.org>, Natick Police - Chief James Hicks <hicks@natickpolice.com>, James Lawrence-Archer <jameslarcher1@gmail.com>

Lt. Brian G. Lauzon,

Thank you for raising this.

If there is a problem, we will see what the best solution is.

Many Thanks

James Lawrence-Archer

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>

Wed, May 24, 2017 at 1:33 PM

To: pmundynatick@gmail.com

Hi Peter. We are going to put this request on the Board of Selectmen's May 30th agenda but, per Lt. Lauzon's suggestion, I wanted to check with you to be sure that there are no conflicts. Can you check your 4th of July calendar events and let me know? And please "Reply All." Thanks.

[Quoted text hidden]

--

Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov

Patricia O'Neil <poneil@natickma.org>

Wed, May 24, 2017 at 1:39 PM

[Quoted text hidden]

Peter Mundy <pmundynatick@gmail.com>

Thu, May 25, 2017 at 6:20 PM

To: Patricia O'Neil <poneil@natickma.org>, "Natick Police - Lt. Brian Lauzon" <lauzon@natickpolice.com>, Natick Police - Patrol Officer Scott Lacerra <lacerra@natickpolice.com>, Masons - Edwin Sloper <eslop@aol.com>, "Masons - Jay R. Snyder" <jaysnyder@hotmail.com>, Masons - Mike Siaba <msiaba@aol.com>, Masons - Wayne Szretter <wjszretter@comcast.net>, "Masons - WM Jay R. Snyder" <wmmeridianlodge@gmail.com>, James Lawrence-Archer <jameslarcher1@gmail.com>, ARC - Tim Brennan <tim.brennan@redcross.org>, Natick Police - Chief James Hicks <hicks@natickpolice.com>

Hi Patricia,

I still did not get all the email addresses with this so will try and "copy and paste" them in.

July 1st is fine with us as our "VOICE on the Common" sponsored by Mutual One Bank event is on Thursday, June 29th and the parade is obviously on July 4th.

Best of luck with the event,

Peter

2017 Theme - Young At Heart

2017 Grand Marshal - Joe Landry

[Quoted text hidden]

Patricia O'Neil <poneil@natickma.org>

Thu, May 25, 2017 at 6:20 PM

To: Peter Mundy <pmundynatick@gmail.com>

Thank you Peter. Have a great weekend.

[Quoted text hidden]

ITEM TITLE: MA DEP Access Agreement regarding General Chemical Corp Contamination in Course Brook - Approve Contingent Upon Review & Approval of Town Counsel

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Draft Agreement	5/30/2017	Cover Memo

**COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION**

ACCESS AND CONSENT TO ENTER PROPERTY AGREEMENT

Town of Natick
Upstream Side of the Pond Street Bridge in Course Brook Nearest to Fisk Pond
Natick, Massachusetts

Statutory Authority: The Massachusetts Department of Environmental Protection, its employees, agents, and/or contractors (collectively "MassDEP") require access to a parcel of land, identified below, for the purpose of performing certain investigative, removal, response and/or remedial actions pursuant to the authority of M.G.L. c. 21E, §§ 4 and 8. Through execution of this Access And Consent to Enter Property Agreement ("Agreement"), Town of Natick ("Owner") acknowledges MassDEP's authority to enter the property pursuant to M.G.L. c. 21E, §8 to perform activities to protect the public health, safety, welfare and the environment, and will allow MassDEP access to this parcel of land to perform these activities in accordance with the terms and conditions set forth below.

Property Description: The parcel of land covered by this Agreement is located at the upstream side of the Pond Street Bridge in Course Brook nearest to Fisk Pond, Natick, Massachusetts.

Scope of Work: The activities to be performed by MassDEP will be undertaken in accordance with M.G.L. c. 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. ("MCP"). The scope of work proposed by MassDEP may include, but may not be limited to, the following activities on the Property in order to investigate, address and/or eliminate any risks to public health, safety, welfare and the environment associated with the release or threat of release of oil and/or hazardous materials at 133-135 Leland Street, Framingham, Massachusetts which MassDEP has identified as a "Site" as defined by M.G.L. c. 21E and the MCP, and is further identified by MassDEP Release Tracking Number ("RTN"): 3-0019174:

1. Conduct periodic monitoring of groundwater and/or surface water, as established in a monitoring plan as attached hereto and made a part hereof.

Timing and Duration of Work Activities: The work activities described above will begin on or after May 25, 2017. MassDEP will provide reasonable advance notice to the Owner of the exact date and time for the commencement of work activities. It is anticipated that work activities will be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Depending upon the results of initial work activities, MassDEP may need to return to the Property to perform groundwater monitoring on a semi-annual basis and the Owner acknowledges through execution of this Agreement MassDEP's right to return and access the Property to perform any required additional or periodic work activities. MassDEP will provide reasonable advance notice to the Owner of the specific date(s) and time(s) for the performance of any additional or periodic work activities.

Term of Agreement: With respect to MassDEP's ongoing work activities, MassDEP will continue to access the Site to perform these activities until such time as MassDEP determines that such activities are no longer required.

Availability of Sampling Results/Reports: All public documents relating to the proposed work activities, including all sampling analysis data and related reports, may be reviewed electronically, through access to MassDEP's website at: <http://www.mass.gov/dep/cleanup/index.htm> and searching the "Searchable Waste Site List" by the RTN referenced above. In addition, pursuant to 310 CMR 40.1403(10)(d), the Owner will be provided with a copy of all analytical data and related reports generated as a result of this project within thirty (30) days of the date the sample results are issued to MassDEP by the analytical laboratory upon request of Owner.

Property Responsibility/Certificate(s) of Insurance: In executing this Agreement, the Owner understands that MassDEP will exercise reasonable efforts to minimize disruption of the usual, daily activities at the Property while performing work activities under this Agreement, and will make reasonable efforts to restore the areas of the Property where the work activities occurred to its prior condition. Upon execution of this Agreement, the Owner may obtain upon request a Certificate of Insurance from each MassDEP contractor who will be performing work on the Property. The Owner will otherwise continue to be responsible for all other liability and insurance obligations related to the Property.

No Conveyance of Property Interest: In executing this Agreement, the Owner understands that this Agreement is not intended to convey an interest in property to MassDEP.

Access Authorization: By executing this Agreement below, the Owner hereby grants access to MassDEP, its employees, authorized agents and/or contractors to enter the Property for the purpose of performing the above-referenced work activities.

Requirement of Written Revocation of Access: In executing this Agreement, the Owner also acknowledges and agrees that, in the event that the Owner seeks to revoke this Agreement, the Owner shall provide MassDEP with a written notice revoking this Access Agreement at least five (5) business days prior to MassDEP's cessation of work activities.

TOWN OF NATICK

By: _____
Jonathan Freedman
Title: Chair of the Board of Selectman
Address: Natick Town Hall
Board of Selectman
13 East Central Street, 2nd Floor
Natick, MA 01760
Telephone Number: (508) 647-6410
Email Address: selectmen@natickma.org
Date: _____



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Northeast Regional Office • 205B Lowell Street, Wilmington MA 01887 • 978-694-3200

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

Modification of Semi-Annual Monitoring Plan for General Chemical Site
133-138 Leland Street Framingham
RTN 3-19174
May 2017

MassDEP is planning to modify the Semi-Annual Monitoring Plan approved for the General Chemical Corporation Site since the Responsible Party has ceased conducting Response Actions and a limited budget is available to conduct the site cleanup. Many of the wells eliminated from the monitoring plan have been sampled a minimum of six times before with little change. Although there is some variability in the data, it is within typical levels of variability that we often see at waste sites, and we consider the plume to be stable. The wells proposed for monitoring represent locations near receptors, or sentry wells to alert MassDEP if the contaminant plume is expanding or advancing.

The following list of monitoring wells is included in the Modified Monitoring Plan for VOCs and 1,4-dioxane:

<u>Sample ID</u>	<u>Location description</u>
GZ-6	Near Wilson School
MW-10	At property line of school and GCC facility
MW-13	At residence on 155 Leland Street
MW-109S	At Century Estates
MW-107RR	Bedrock well at Exelon within plume
MW-108R	Bedrock well at Exelon within plume
MW-115R	Bedrock sentinel well at Exelon
GZ-15D, GZ-15R	Deep overburden and bedrock sentinel wells at Exelon
GZ-17M, MW-201R	Deep overburden and bedrock sentinel wells at Exelon
GZ-18S, GZ-18M	Shallow and deep overburden sentinel wells at Exelon
MW-202S, MW-202D	Shallow and deep overburden wells in Sherborn
Car wash*	Leland Street

*(only for 1,4-dioxane and only for the May 2017 round)

MassDEP is planning to keep all of the surface water monitoring locations that are included in the Modified Monitoring Plan:

<u>Sample ID</u>	<u>Location description</u>
SW-10	Drainage ditch near General Chemical Facility
SW-3	Drainage ditch prior to confluence with Course Brook
SWDSC-1	Course Brook downstream of drainage ditch inflow
SWUSA-1	Course Brook upstream of aqueduct discharge
SWDSA-1	Course Brook downstream of aqueduct discharge
SWNC-1	Course Brook at Coolidge Street in Sherborn
SW-B	Course Brook downstream in Natick
SWIP-1	Farm pond #1 near Framingham Town line
SWIP-2	Farm Pond #2

MassDEP is planning to discontinue sampling the MWRA Aqueduct in light of the consistent data collected to date in the 6 recent sampling rounds, and in consideration of the historical sampling results from the aqueduct.

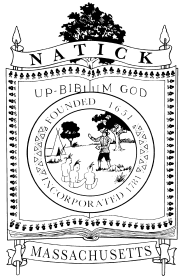
Prior to the initiation of site remediation and during the remediation, MassDEP expects to sample many of the monitoring wells that have been eliminated from the semi-annual monitoring plan in order to evaluate the effect of the remedial effort on monitoring wells within the known area of CVOC contamination.

ITEM TITLE: Public Hearing: Application for Amendment of Pouring Permit and Entertainment License- Lookout Hard Cider, LLC

ITEM SUMMARY: Public Hearing will be opened for purpose of continuing the hearing to 6/12/17.

ATTACHMENTS:

Description	Upload Date	Type
Hearing Notice	5/25/2017	Cover Memo
Request Continuance	5/25/2017	Cover Memo
Alcohol Amendment Application	5/25/2017	Cover Memo
Entertainment License Application	5/25/2017	Cover Memo
Police Recommendation	5/25/2017	Cover Memo



TOWN OF NATICK Massachusetts 01760

TOWN OF NATICK

PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Tuesday, May 30, 2017 at 7:00 p.m., Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of an amendment to a Farmers Winery Pouring Permit. The proposed amendment is for an alteration of premises of Lookout Hard Cider, LLC, d/b/a Lookout Hard Cider (Jay Samuel Mofenson, Manager). The alteration of premises consist of an additional 1,314 square foot outdoor patio at 89 Pleasant Street, Natick. Lookout Hard Cider currently holds a pouring permit and the current premises consists of approximately 4,116 square feet containing retail space, lounge/sitting area, patio and 2 handicap accessible bathrooms, all on the first floor. There is a 4,000 square foot wood-framed building with concrete slab and attached greenhouse on the front side of building. There are 4 exits/entrances.

The Board of Selectmen will also be hearing an application for the amendment of a daily entertainment license. The applicant is requesting to amend the current entertainment license granted for live entertainment Monday-Saturday, 12:00 p.m. – 8:00 p.m. to Monday – Saturday, 12:00 p.m. – 9:00 p.m.

All persons interested in these applications may appear and be heard at the time and place mentioned above.

Richard P. Jennett, Jr., Clerk



Donna Donovan <ddonovan@natickma.org>

(no subject)

1 message

Burns, John <jburns@transnationalgroup.com>

Thu, May 25, 2017 at 10:34 AM

To: "ddonovan@natickma.org" <ddonovan@natickma.org>

Cc: Jay Mofenson <jmofenson@lookoutfarm.com>, "Burns, John" <jburns@transnationalgroup.com>, "Kelly, Marianne" <kellym@transnationalgroup.com>

Hi Donna,

Due to a scheduling conflict, Lookout Hard Cider, LLC is requesting a continuance of the Public Hearing scheduled for Tuesday, May 30, 2017 to Monday, June 12, 2017.

Please let me know if you need any further information.

Thank you,
John Burns
Lookout Hard Cider, LLC



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)

Lookout Hard Cider, LLC

ABCC License Number

FW-106

City/Town of Licensee

Natick

2. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Jay

Middle: Samuel

Last Name: Mofenson

Title: Owner

Primary Phone:

1-617-413-8689

Email: jmofenson@lookoutfarm.com

3. BUSINESS CONTACT

Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number: 89

Street Name: Pleasant Street South

City/Town: Natick

State:

MA

Zip Code: 01760

Country:

USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	5,430	4

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Landlord Name

Lease Beginning Term

Landlord Phone

Lease Ending Term

Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	\$3,750
D. Purchase Price of Inventory	0
E. Initial Start-Up Costs	0
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	\$3,750

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

You are required to provide all documents relating to financing and/or loans you receive for this transaction

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Jay Mofenson	3750
Total:	3750

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
N/A			
Total:			0

RESOLUTION OF
LOOKOUT HARD CIDER LLC

The undersigned Manager of Lookout Hard Cider LLC, a Massachusetts limited liability company with an office located at 89 Pleasant Street, Natick, Massachusetts,

DOES HEREBY CERTIFY:

At a joint meeting of the members, duly called and held this day at which a quorum was present and acted throughout, the members unanimously adopted the following resolutions, which have not been modified or rescinded:

RESOLVED: That the limited liability company apply to the Massachusetts Alcoholic Beverages Control Commission for a Farmer Series Pouring Permit to be exercised on the premises located at 89 Pleasant Street, Natick, Massachusetts.

RESOLVED: That Jay S. Mofenson, as a Member of the limited liability company, be authorized to sign the applications for the Farmer Series Pouring Permit in the name of Lookout Hard Cider LLC and to execute in its behalf any necessary papers, and to do all things required relative to the granting of the Farmer Series Pouring Permit.

RESOLVED: To appoint Jay S. Mofenson, as its general manager or principal representative, with as full authority and control of the premises described in the license and of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts.

RESOLVED: That any and all other actions heretofore taken by any Manager or Member of the LLC to execute and deliver any of the agreements authorized by the foregoing resolutions, or to take any of the actions authorized by the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

Lookout Hard Cider LLC

Dated: 01/12/15, 2015

Steven B. Belkin
By: Steven B. Belkin, Its Manager

CIDER TAP ROOM AT LOOKOUT FARM
89 PLEASANT STREET S. NATICK, MA

USE/OCCUPANCY- M (RETAIL)
OCCUPANCY LOAD - 30 SF/ OCCUPANT
TYPE OF CONSTRUCTION- V (UNPROTECTED)
9000 SF ALLOWABLE

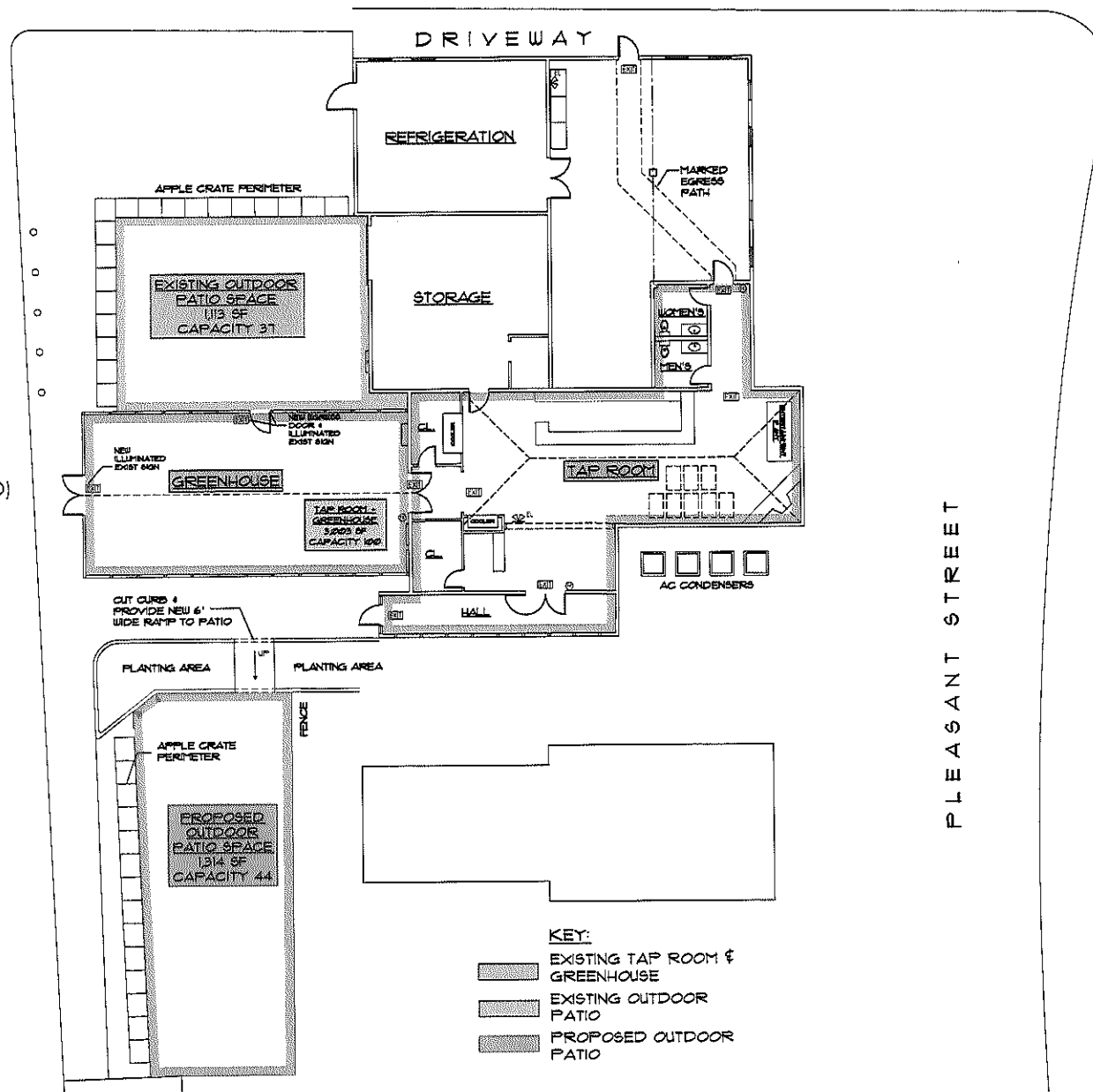
TAP ROOM + GREEN HOUSE = 3,003 SF
 $3,003 \text{ SF} / 30 = 100 \text{ OCCUPANTS}$

OUTDOOR PATIO SPACES

EXISTING -	1,113 SF
PROPOSED -	1,314 SF
NEW TOTAL=	2,427 SF
	$2,427 / 30 = 81 \text{ OCCUPANTS}$

PLUMBING FIXTURE REQUIREMENTS

MALE	FEMALE
1 WC/500	1 WC/500
1 LAV/750	1 LAV/750



GENERAL NOTES:
These drawings and specifications shall remain the sole and exclusive property of D. Michael Collins Architects as instruments of service. All drawings, portions of drawings, details, and design concepts shall be used only for the purpose intended by the Architect and shall not be copied, amended or reused at another site without the expressed written consent of the Architect. It is the responsibility of the Contractor to review these drawings and report any errors or discrepancies on the drawings, shop drawings, details, or associated sketches to the Architect before construction has commenced. Do not scale drawings.

REVISIONS:

ISSUE DATES:

D. MICHAEL
COLLINS
ARCHITECTS

Cider Taproom at Lookout Farm

89 Pleasant Street
South Natick MA

DRAWN: RER

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

DATE: 3.10.2017

DESCRIPTION:

Floor
Plan

DWG. #

A1.1

LANDLORD
LOOKOUT FARM, LLC
89 SOUTH PLEASANT STREET
SOUTH NATICK, MA 01760

TENANT
LOOKOUT HARD CIDER, LLC
89 S PLEASANT STREET
NATICK, MA 01760

LEASE AGREEMENT

LOOKOUT FARM LLC & LOOKOUT HARD CIDER, LLC

Lookout Farm LLC (Landlord) and Lookout Hard Cider LLC (Tenant) enter into the following lease Agreement (hereafter "Agreement" or "lease") as outlined below:

1. The Landlord agrees to lease designated space and equipment to Tenant in the Farm Market building, located at 89 South Pleasant Street, Natick, Massachusetts 01760.
2. The term of the lease is three years beginning on January 5, 2015 and ending at 11:59 PM on January 4, 2018.
3. The lease may be extended beyond January 4, 2018 by mutual agreement of both parties, provided however, that such mutual agreement is executed on or before August 1, 2017.
4. The lease may not be sublet or otherwise assigned to a third party by the Tenant without prior written approval by the Landlord, which Landlord may decline at its sole discretion.
5. The Tenant agrees to pay Landlord a base monthly rental fee of \$1,600.00 for the term of this Agreement.
6. The monthly rental fees are due on the first of each month and all payments are due, in full, within five (5) days of due date. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
7. The Tenant is responsible for all utilities, gas, electric, water and sewer, for the Farm Market building and equipment under Agreement unless otherwise stated. The Tenant agrees to pay all utility bills, in full, within five (5) days of receipt from Landlord. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
8. As an offset to the lower monthly fee of \$1,600, the Tenant also agrees to pay the utility expense used by the Landlord in the market building during the u-pick season.
9. The Tenant is responsible for any and all repairs, alterations and maintenance needs for the Farm Market building and equipment under Agreement, regardless of the cause, in a timely fashion.

10. The Landlord shall have no responsibility for any repairs, alterations or maintenance needs for the Farm Market building and equipment under Agreement regardless of the cause unless otherwise stated.

11. The Tenant needs prior written approval from the Landlord for any material alterations to the Farm Market building and equipment under Agreement.

12. The Tenant acknowledges that it has inspected the Farm Market building and equipment which are the subject of this Agreement and accepts such as is.

13. The Tenant agrees to return the Farm Market building and equipment covered by this lease to its original condition, without exception, within thirty (30) days, if requested by the Landlord, or automatically upon the termination of this Agreement, unless otherwise agreed with the Landlord.

14. The Landlord agrees to provide parking for Tenant employees at a location designated by the Landlord.

15. The Tenant agrees to keep the interior and exterior of the Farm Market building neat, clean, landscaped, clutter free and compliant with sanitary and health code regulations at all times.

16. The Tenant is responsible for obtaining all Town and State permits, licenses and inspections as required by law.

17. The Tenant agrees that the hours of operation will not extend beyond 10:00am to 8:00 pm daily without prior written approval of the Landlord.

18. The Tenant is responsible for trash disposal, professional pest control and service and for maintaining sanitary conditions at all times for the Farm Market building and equipment subject to this Agreement.

19. The Tenant shall maintain throughout the Lease Term the following insurance policies: (1) commercial general liability insurance in amounts of \$2,000,000.00 per occurrence or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord, Landlord's agents and their respective Affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, Landlord shall be named as an additional insured; (2) worker's compensation insurance, containing a waiver of subrogation endorsement in favor of and acceptable to Landlord; (3) \$1,000,000.00 in commercial auto liability insurance, including non-owned and hired vehicles. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverage required hereunder and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form and issued by companies reasonably satisfactory to Landlord.

20. The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers. The Tenant shall on demand reimburse the Landlord for all extra insurance premiums caused by

the Tenants use of the Premises. If Tenant is required to install Fire Extinguishers, Tenant will be responsible for the cost and to contract with a qualified extinguisher contractor for installation and service of the extinguishers.

21. This Agreement shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Agreement to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

22. Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of any biologically or chemically active or other Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises. Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought onto the LANDLORD'S Property generally, any such Hazardous Materials except for use in the ordinary course of TENANT'S business. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by TENANT to LANDLORD upon demand as additional charges, but only if such requirement applies to the Premises or may be the result of the acts or omissions of the TENANT or any other person or entity acting under or on behalf of the TENANT during the term of this Lease. In addition, TENANT shall execute affidavits, representations and other necessary or appropriate documentation, from time to time, at LANDLORD's request concerning TENANT's best knowledge and belief regarding the presence of Hazardous Materials on the Premises.


In addition to the indemnities set forth above, TENANT shall, at its own expense, remove, clean up, remedy and dispose of (in complete compliance with all applicable laws, rules and regulations), all Hazardous Materials generated or released by the TENANT or any other person or entity acting under or on behalf of the TENANT during the term of this Lease (or during such time as TENANT is in occupancy or possession of any part of the Premises), or at a future date, if the presence of Hazardous Materials relates back to TENANT's Term under this Lease and was generated by or resulted from the operations of the TENANT. In performing its obligations hereunder, TENANT shall use licensed and insured contractors satisfactory to the LANDLORD, demonstrate that all necessary permits have been obtained and exercise best efforts to avoid interference with the use and enjoyment of the LANDLORD'S property generally by other Tenants, employees, guests and occupants thereof. The provisions hereof shall survive expiration or termination of this Lease.

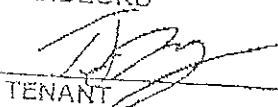
23. The Landlord shall, in no event, be liable for failure to perform any of its obligations under this Lease when prevented from doing so by causes beyond its reasonable control.

24. If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to Tenant, or if the leased premises hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day

period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same and expel Tenant and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or other breach and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages.

25. This Agreement replaces and supersedes any and all prior agreements and/or arrangements whether written, verbal, implied or otherwise.



LANDLORD


TENANT

1/5/15
DATE
01/05/15
DATE

APPLICANT'S STATEMENT

I, Jay Samuel Mofenson the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
Authorized Signatory

of Lookout Hard Cider, LLC, hereby submit this application for Alteration of Premise
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: March 10, 2017

Title: Owner

The Licensing Board for the

\$100⁰⁰

Town of Natick

Name of City or Town

11/15/17 2017

APPLICATION FOR AN ENTERTAINMENT LICENSE

(SEVEN DAYS)

Mon - Sat 12-9 PM

The undersigned respectfully applies for an entertainment license as follows:

LOCATION OF PREMISES 89 Pleasant St. CLASS OF LIC. Daily Entertainment License

DESCRIPTION OF PREMISES Lookout Hard Cider - Taproom Only

RADIO ☒ TELEVISION ☒ JUKEBOX ☐ AMPLIFIERS ☐ PHONO ☐

CABLE TV ☐ WIDESCREEN TV ☐ CASSETTE OPER. TV ☐ MOVIES ☐

INSTRUMENTAL MUSIC Yes No. of Instruments varies

Type of Instruments Various What floors

VOCAL MUSIC Yes No. of persons

DANCING BY PATRONS NO Type of dancing

What floors? Size of dance floor

EXHIBITION OR TRADE SHOW NO describe

PLAY NO describe

MOVING PICTURE SHOW NO describe

FLOOR SHOW NO describe

ATHLETIC EVENT NO describe

As part of the above entertainment, will any entertainer, employee or person on the licensed premises be permitted to be unclothed or in such attire as to expose to view any portion of the areola of the female breast or any portion of the pubic hair, cleft of the buttocks, or genitals?

NO ☒ YES Explain in what manner such person will be presented N/A

Did you hold an entertainment license from the Board pursuant to section 183A of Chapter 140? Yes If yes, was it for the exact same entertainment being requested in this petition? NO *

Firm or Trade Name Lookout Hard Cider LLC
Business Name Lookout Hard Cider
Manager Signature John Doe

Date 2/22/17

* AMEND EXISTING LICENSE (ATTACHED) to allow for "Live Entertainment" until 9:00 PM - Monday - Saturday.

**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF NATICK**

THIS IS TO CERTIFY THAT

**Lookout Hard Cider, LLC d/b/a Lookout Farm
89 Pleasant Street**

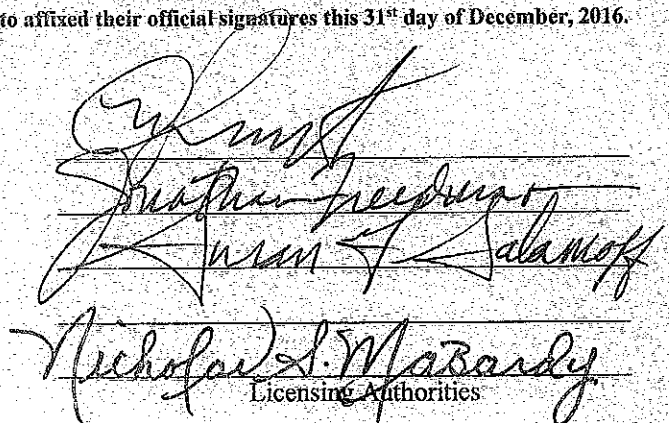
IS HEREBY GRANTED A

2017 DAILY ENTERTAINMENT LICENSE

**For Live Entertainment - Vocal and Instrumental Music (Restriction:
Monday through Saturday 12 Noon to 8:00 PM [Live Entertainment
Must End at 8:00 PM] in Taproom Only; Non-Live Entertainment
[Widescreen Television/Radio] Monday through Saturday in Taproom
Only Until 10:00 PM. No Entertainment of any Kind in Greenhouse or
on Patio. Greenhouse Hours: 12 Noon to 8:00 PM. Patio Hours: 12
Noon to 6:00 PM.)**

This license is granted in conformity with the statutes and ordinances relating thereto, and expires December 31, 2017 unless sooner suspended or revoked.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures this 31st day of December, 2016.



Nicholas S. M. Bandy
Licensing Authorities

License No: 2017:DE020
Fee: \$100

Donna Donovan <ddonovan@natickma.org>

Re: Lookout Farm

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Tue, May 9, 2017 at 10:04 AM

Donna,

Upon review we would recommend approval. I have also met with Mr. Burns from the Farm. I think it would also be important to stress through the Licensing Authority to the petitioner the importance of managing the movement of alcoholic beverages from the tap room to the new area including the location of previous approved signage at the entry way that clearly indicates " No Alcoholic Beverages Beyond this Point" along with staffing this location during those times that both patios are being used.

Respectfully,

Lt. Brian G. Lauzon

On Tue, May 9, 2017 at 9:14 AM, Donna Donovan <ddonovan@natickma.org> wrote:

Donna Donovan
Senior Executive Assistant
Town of Natick
[508-647-6410](tel:508-647-6410)

ITEM TITLE: Public Hearing: FY 2018 Water and Sewer Rates
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	5/24/2017	Cover Memo
FY 2018 Water and Sewer Rate Recommendations	5/25/2017	Cover Memo

**PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK**

The Board of Selectmen of the Town of Natick will hold a public hearing on the Fiscal 2018 Water and Sewer rates on Tuesday, May 30, 2017, 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, Natick, Massachusetts.

All persons interested in this matter may appear and be heard at the time and place mentioned above.

Richard P. Jennett, Jr., Clerk

Town of Natick

Fiscal Year 2018 Water and Sewer Rate Recommendations

Prepared for the Board of Selectmen acting as Water and Sewer Commissioners



Town of Natick

2018 Water/Sewer Rate Setting

Table of Contents

<u>Item</u>	<u>Page</u>
Section I: Status of the Water/Sewer Enterprise Fund	2
- FY 2016 & FY 2017 in Review	
o Usage	3
o Financial	4
- Impact of FY 2018 Operational & Capital Budgets	5
Section II: Rate Recommendation	7
- General Methodology	7
- Proposal: 3.50% Water and Sewer Rate Increase	9
Section III: Future Years Considerations	10
- Towards FY 2019 and Beyond	
o FY 2019-2022 Projections	
Attachments	13
A – Proposed Rate Sheet	
B - Retained Earnings History	
C - MWRA Assessment History	
D - Summary Usage Data	
E - Water/Sewer Enterprise Fund Policies	
F - FY 2017 Water/Sewer Operating Budget	



Section I:

Status of the Water/Sewer Enterprise Fund



Town of Natick

2018 Water/Sewer Rate Setting

Section I: Status of the Water/Sewer Enterprise Fund

The Town of Natick operates the Water/Sewer Enterprise Fund for the purpose of financially accounting for the operations of providing Natick citizens clean, safe and potable water and sanitary sewer services. According to the Mass. Department of Revenue, an enterprise fund is established “under G.L. c. 44, § 53F½ to separately account for municipal services of a proprietary nature, *i.e.*, those services provided to individual customers for a charge in a manner similar to private business.” Fees and/or rates are charged for this service and the fund is segregated from the other financial operations of the Town of Natick. ¹

FY 2016 & FY 2017 Rates in Review

Fiscal Year 2016 and 2017 rates were based on appropriated expenses of the Water & Sewer Enterprise Fund. As with any budget, the setting of rates and planning of expenditures is just that – a plan. Reality, especially when it comes to an industry directly impacted by climate conditions and the weather, often differs. FY 2016 rates were increased 2.00% to ensure adequate revenues for the fund. FY2017 rates were increased 2.00% for water and 4.50% for sewer.

Usage Impacts

Usage has remained relatively consistent for several years. FY 2015 usage decreased slightly but rebounded in FY 2016. However, this data isn’t the complete story. The average use has declined in each of the last several years and is on track to decline again in FY 2017. FY 2016 use is above the eight year average. Average use plays a large role in our rate structure as there are less units being billed at a higher tier.

Detailed actual usage for FY 2009-2016 is shown in the table below, (and in greater detail in Attachment D).

Water & Sewer Usage (in Hundred Cubic Feet)								
FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Average
1,365,462	1,379,663	1,408,927	1,329,410	1,365,462	1,379,663	1,376,176	1,411,132	1,376,987
Irrigation Usage (in Hundred Cubic Feet)								
FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Average
162,702	167,342	171,645	137,975	162,702	167,342	170,420	201,885	167,752

¹ For more information, please see Massachusetts Department of Revenue, Bureau of Accounts. [Informational Guideline Release 08-101, Enterprise Funds, G.L. c. 44, § 53F½](#). Commonwealth of Massachusetts. Boston, MA. April 2008.



Town of Natick

2018 Water/Sewer Rate Setting

Analyzing usage is important, because it allows rate setters to see where changes are occurring and what impacts the weather or prices have on the different rate blocks the Town utilizes.

In Fiscal Year 2013 revenues rebounded over previous years. FY 2014, FY 2015, FY 2016 continued this trend. FY 2017 is trending down year to date.

Table A below details actual user fee revenues.

	FY2016YTD	FY 2015	FY 2014	FY 2013
W/S User Charges	13,855,565.76	12,666,040.62	12,329,032.41	12,023,802.03
W/S Service/Flat Fees	241,414.43	268,831.90	141,109.81	240,288.43
Betterments and Liens	804,504.30	1,221,502.47	1,197,789.06	1,403,379.23
	14,431,484.49	14,156,374.99	13,667,931.28	13,667,469.69

FY 2017 Operational Impacts

FY2017 rates and fees were set in order to collect \$15,109,854. Staff is optimistic that the target will be reached. The appropriations and future year estimates are shown below.

Summary of Budgeted Expenditures & Revenues

Revenue Summary	FY16 Actual	FY17 Estimated	FY18 Proposed	FY19 Estimated	FY20 Estimated
Water & Sewer Fees	13,626,980	13,598,854	14,160,250	14,746,975	15,475,275
Connection Fees	104,423	100,000	100,000	100,000	100,000
Investment Income	29,235	20,000	25,000	20,000	20,000
Betterments					
Misc. Fees	804,504	1,100,000	1,000,000	1,100,000	1,100,000
Revenue from Liens					
I&I Stabilization Fund	150,000	150,000	150,000	150,000	150,000
Water & Sewer Retained Earnings	373,000	531,000	683,000	500,000	500,000
TOTAL WATER & SEWER RECEIPTS	\$ 15,088,142	\$ 15,499,854	\$ 16,118,250	\$ 16,616,975	\$ 17,345,275
Expenditure Summary	FY16 Actual	FY17 Appropriated	FY18 Proposed	FY19 Appropriated	FY20 Appropriated
Operational Budget	8,762,462	9,279,806	9,671,246	10,251,521	10,712,839
Fringe Benefits	791,486	748,986	836,137	919,751	1,011,726
Debt & Interest	2,462,729	2,390,788	2,542,638	2,669,770	2,803,258
In-Kind Services (Indirects)	2,207,400	2,218,150	2,035,229	2,075,934	2,117,452
Reserve	200,000	200,000	200,000	200,000	200,000
Capital Improvements	373,000	531,000	833,000	500,000	500,000
TOTAL WATER & SEWER EXPENDITURES	\$ 14,797,077	\$ 15,368,730	\$ 16,118,250	\$ 16,616,975	\$ 17,345,276
NET EXCESS / (DEFICIT)	\$ 291,066	\$ 131,124	\$ 0	\$ 0	\$ (0)



Town of Natick

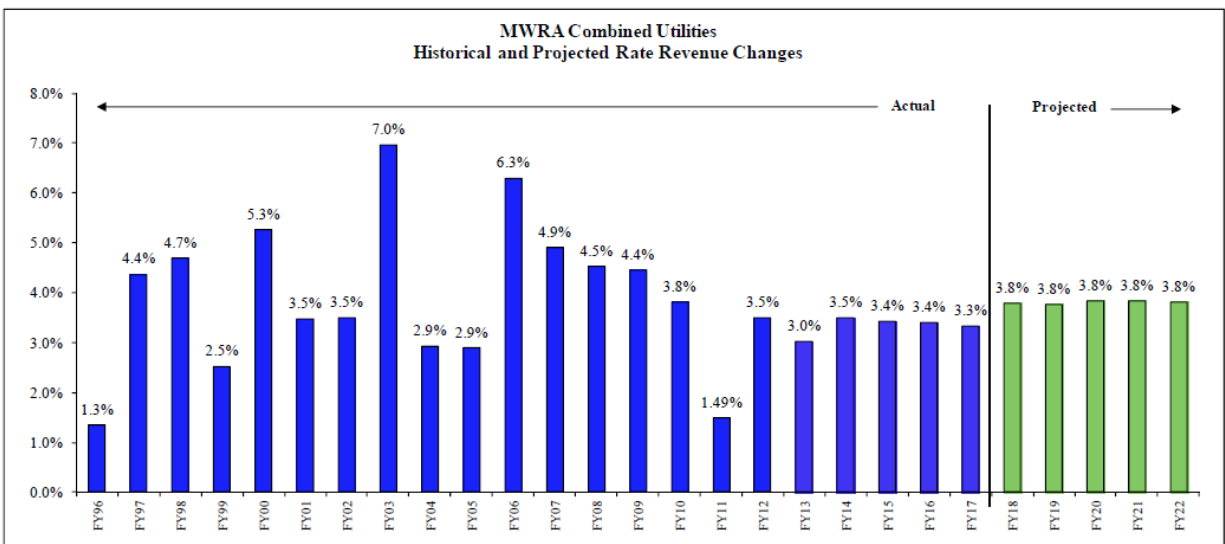
2018 Water/Sewer Rate Setting

FY 2017 Operating & Capital Budgets

The establishment of rates for the Water/Sewer Enterprise Fund is directly a factor of the expenses necessary to provide the service. In other words, the Town of Natick must use an expense-driven model when determining expenses for the upcoming year. This gives a strong incentive to the commissioners and the operators to make sure operations are as efficient and cost effective as possible.

For FY 2018, the proposed operating and capital budget for the Water/Sewer Enterprise Fund is \$16,118,250. Major components include;

1. Increase in the MWRA Assessment of \$287,835: The MWRA Assessment – the charge which the Town must pay for the treatment of the Town’s sewage by the Massachusetts Water Resource Authority is on the rise. The MWRA Assessment represents 84.97% of our sewer budget. This rate of increase may rise in the future. The MWRA has several capital projects on their plan. This amount may be slightly higher or lower when a final budget is approved by the MWRA later in June.





Town of Natick

2018 Water/Sewer Rate Setting

2. Debt Service: Debt service in FY 2018 is forecast at \$2,542,638. The major capital projects include the rehabilitation or replacement town wells, replacement of a sewer pump stations, water and sewer main replacement and upgrade.
3. Potential Summer Water Ban: A water ban this summer is likely. This will reduce irrigation use and therefore revenue. In FY 2012 we collected fewer funds then we expended. That year irrigation use dropped nearly 20%. This caused our retained earnings to drop below the 10% margin. Table 101 shows the relationship between irrigation use and year end retained earnings. In 2012 irrigation use dropped significantly. The 2013 certified retained earnings show a corresponding drop.



4. Average Use Drop: The average use dropped from 15.27 units to 14.75 units. This is great for water conservation, but bad for rates. When the use drops the units billed at a higher tier also drops therefore causing rates to increase.
5. Energy Cost Increase: The cost of electricity is projected to increase. Changes in pass basic delivery charges proposed by Eversource will increase the price we pay for electrical service.



Section II:

Rate Recommendation

Section II: Rate Recommendation

Rate Methodology

The Board of Selectmen, as the Water & Sewer Commissioners of the Town of Natick, is charged with setting rates necessary to support revenues for the operation of the Water & Sewer Enterprise Fund on an annual basis. The proposed rates of the Water/Sewer Enterprise Fund are raised according to the following guiding principles:

- 1) Rates are sufficient to cover expenses in any given year.
- 2) Water rates are designed to foster conservation, thus the more you use, the more you pay. Our rates are tiered and therefore comply with recommendations and foster conservation.

The rate recommendations presented on the following pages have been derived from a sophisticated model developed by the Deputy Town Administrator for Operations. Every meter read and every account has been imported into the model from Fiscal Years 2006 to 2016. The usage in each of the years is calculated and the proposed rates applied to that usage. Staff will continue to review this model on an annual basis, thus insuring better data and quality by creating a larger sample with which to model upon.

The proposed collection rate is set at 94%. This represents what we actually collect during the fiscal year. Although we bill and will eventually collect 100% of what we read from meters, the Finance Department has reported that we collect 94% of the amount billed in a fiscal year. Bills are not paid on time, thus delaying the receipt of that collection to a future fiscal year, often through a tax lien.

The vacancy rate remains at 5% for multi-unit averaged dwelling units. As commissioners may remember, from FY 2009-2011, the Town implemented a phased averaging of all multi-unit dwellings in the Town of Natick. This was designed to create a fairer and more equitable rate



Town of Natick

2018 Water/Sewer Rate Setting

structure for all rate-payers, and it has largely worked. An apartment dweller or condominium owner is now paying either tier 1 or tier 2 water rates, comparable to what a single-metered single-family home pays. But the method of averaging the Town uses does not take into account factor for the reality of the real estate market. Thus in FY 2014 we added a vacancy rate for multi-unit complexes. This is something we do when evaluating the value of such properties for tax purposes, and the Assessor's office has validated that larger multi-unit dwellings in Natick maintain a 5% vacancy rate.

For FY 2017, staff has prepared the following proposed rate option for the Board of Selectmen to consider:

Rate Increase: Staff recommends the Board of Selectmen ***raise the current water and sewer rates by 3.50%***. Should fiscal year 2017 end as forecast and rates are raised as proposed for FY 2018, we should maintain a balance of 10% in retained earnings in accordance with our adopted Financial Management Principles (See Attachment I). Such a balance is not only prudent financial policy, but as FY 2012 has shown, such a reserve is essential to maintain operations while avoiding mid-year rate increases.

We will continue a prudent review of operating and capital expenses and do everything in our power to ensure that future increases when necessary can be planned and managed so as to avoid large (over 5%) rate increases in any given year.

This rate increase equitably raises the costs of water & sewer services. It is anticipated that it will raise the required funds to cover water and sewer enterprise fund expenses for fiscal year 2018.



Town of Natick

2018 Water/Sewer Rate Setting

Combined Water & Sewer Rates

FY 2016			FY 2017		
0-10	Water	\$ 1.71	0-10	Water	\$ 1.77
	Sewer	\$ 4.73		Sewer	\$ 4.90
11-20	Water	\$ 2.62	11-20	Water	\$ 2.71
	Sewer	\$ 8.43		Sewer	\$ 8.73
21-40	Water	\$ 3.88	21-40	Water	\$ 4.02
	Sewer	\$ 13.94		Sewer	\$ 14.43
40+	Water	\$ 6.03	40+	Water	\$ 6.24
	Sewer	\$ 13.94		Sewer	\$ 14.43

Combined Elderly Rates

FY 2016			FY 2017		
0-10	Water	\$ -	0-10	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
21-40	Water	\$ 2.76	21-40	Water	\$ 2.86
	Sewer	\$ 9.92		Sewer	\$ 10.27
40+	Water	\$ 4.29	40+	Water	\$ 4.44
	Sewer	\$ 9.92		Sewer	\$ 10.27

Water Only

FY 2016			FY 2017		
0-10	Water	\$ 1.71	0-10	Water	\$ 1.77
11-20	Water	\$ 2.62	11-20	Water	\$ 2.71
21-40	Water	\$ 3.88	21-40	Water	\$ 4.02
40+	Water	\$ 9.76	40+	Water	\$ 10.10

Elderly Water Only

FY 2016			FY 2017		
0-10	Water	\$ -	0-10	Water	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
21-40	Water	\$ 2.76	21-40	Water	\$ 2.86
40+	Water	\$ 4.29	40+	Water	\$ 4.44

Irrigation

FY 2016			FY 2017		
0-10	Water	\$ 3.06	0-10	Water	\$ 3.17
11-20	Water	\$ 5.96	11-20	Water	\$ 6.17
21-40	Water	\$ 7.96	21-40	Water	\$ 8.24
40+	Water	\$ 9.76	40+	Water	\$ 10.10

Sewer Only

FY 2016			FY 2017		
0-10	Sewer	\$ 4.73	0-10	Sewer	\$ 4.90
		\$ -			\$ -
11-20	Sewer	\$ 8.43	11-20	Sewer	\$ 8.73
		\$ -			\$ -
20+	Sewer	\$ 13.94	20+	Sewer	\$ 14.43



Section III:

Future Year's Considerations



Town of Natick

2018 Water/Sewer Rate Setting

Section III: Future Year's Considerations

Towards FY 2019 and Beyond

The rates for FY 2019 are projected to increase 4.0%. The preliminary outlook for FY 2018-2021 In order to evaluate the size of these increases, staff has prepared the following five-year forecast for the Water & Sewer Enterprise Fund.

Revenue Summary	FY18 Proposed	FY19 Estimated	FY20 Estimated
Water & Sewer Fees	14,160,250	14,746,975	15,475,275
Connection Fees	100,000	100,000	100,000
Investment Income	25,000	20,000	20,000
Betterments			
Misc. Fees →	1,000,000	1,100,000	1,100,000
Revenue from Liens			
I&I Stabilization Fund	150,000	150,000	150,000
Water & Sewer Retained Earnings	683,000	500,000	500,000
TOTAL WATER & SEWER RECEIPTS	\$ 16,118,250	\$ 16,616,975	\$ 17,345,275
Expenditure Summary	FY18 Proposed	FY19 Appropriated	FY20 Appropriated
Operational Budget	9,671,246	10,251,521	10,712,839
Fringe Benefits	836,137	919,751	1,011,726
Debt & Interest	2,542,638	2,669,770	2,803,258
In-Kind Services (Indirects)	2,035,229	2,075,934	2,117,452
Reserve	200,000	200,000	200,000
Capital Improvements	833,000	500,000	500,000
TOTAL WATER & SEWER EXPENDITURES	\$ 16,118,250	\$ 16,616,975	\$ 17,345,276
NET EXCESS / (DEFICIT)	\$ 0	\$ 0	\$ (0)

This forecast takes into account the following assumptions/variables:

Revenue Assumptions:

- Investment Income will continue to rise, albeit gradually
- Other Departmental Income will remain stable
- Retained Earnings, if any exists to support capital, will only be spent on smaller ticket capital projects. It is important to maintain retained earnings balance

Expense Assumptions:



Town of Natick

2018 Water/Sewer Rate Setting

- Labor Contracts will be settled with a 2% COLA in FY 2019 and at or less than 2% annually moving forward.
- All other departmental expenses will increase at the rate of 2.5%
- MWRA assessments will increase between 3%-6.5%. The extent to which, is still quite uncertain.
- As shown on the MWRA rate chart, the sharp spikes in future years are quite problematic from a planning standpoint. We are uncertain to the extent, if at all, to which these spikes take into account changes within flow rates due to continued regional improvements in reducing Inflow & Infiltration (I&I).
- Fully funding the FY 2018-2022 Capital Improvement Plan. This will increase debt service annually until decreasing after FY 2020. This can be avoided or amended if items are issued for longer terms or projects are removed or delayed.
- Increases in health care benefits remain consistent. This amount is consistent with recent developments in overall health care costs.
- Increases in pension costs remain consistent.

In addition, any impact of increased regulations from the EPA or DEP and a standing order potentially limiting the amount of water Natick can pull from its water sources have not been built into these assumptions. These have the ability to greatly impact rates for homeowners if the amount of water we have to sell is reduced, while costs increase.

Results

These projections indicate rate increases required annually beginning in FY 2018. These increases will be necessary to offset expense increases and still maintain retained earnings/reserves at the low end of recommended levels. Costs will be increasing – and the single largest, the MWRA Assessment – is out of our control.

Many things can change, however, and MWRA assessments as well as capital expenditures can be lower than planned. Any opportunity to improve efficiencies and streamline costs has been and will continue to be implemented. Certainly large rate increases will be avoided if at all possible.



Town of Natick

2018 Water/Sewer Rate Setting

Attachments



Town of Natick

Proposed Water/Sewer Rates - FY 2017

Water 3.50%

Sewer 3.50%

Rate Changes

This page shows comparative rates between FY 2017 and FY2018 in a variety of different rate categories and blocks. To calculate your bill, simply take your usage by tier and then apply the appropriate Rate for either Water and/or Sewer services.

Combined Water & Sewer Rates

<u>FY 2016</u>			<u>FY 2017</u>		
0-10	Water	\$ 1.71	0-10	Water	\$ 1.77
	Sewer	\$ 4.73		Sewer	\$ 4.90
11-20	Water	\$ 2.62	11-20	Water	\$ 2.71
	Sewer	\$ 8.43		Sewer	\$ 8.73
21-40	Water	\$ 3.88	21-40	Water	\$ 4.02
	Sewer	\$ 13.94		Sewer	\$ 14.43
40+	Water	\$ 6.03	40+	Water	\$ 6.24
	Sewer	\$ 13.94		Sewer	\$ 14.43

Combined Elderly Rates

<u>FY 2016</u>			<u>FY 2017</u>		
0-10	Water	\$ -	0-10	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
21-40	Water	\$ 2.76	21-40	Water	\$ 2.86
	Sewer	\$ 9.92		Sewer	\$ 10.27
40+	Water	\$ 4.29	40+	Water	\$ 4.44
	Sewer	\$ 9.92		Sewer	\$ 10.27

Water Only

<u>FY 2016</u>			<u>FY 2017</u>		
0-10	Water	\$ 1.71	0-10	Water	\$ 1.77
11-20	Water	\$ 2.62	11-20	Water	\$ 2.71
21-40	Water	\$ 3.88	21-40	Water	\$ 4.02
40+	Water	\$ 9.76	40+	Water	\$ 10.10

Elderly Water Only

<u>FY 2016</u>			<u>FY 2017</u>		
0-10	Water	\$ -	0-10	Water	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
21-40	Water	\$ 2.76	21-40	Water	\$ 2.86
40+	Water	\$ 4.29	40+	Water	\$ 4.44

Irrigation

<u>FY 2016</u>			<u>FY 2017</u>		
0-10	Water	\$ 3.06	0-10	Water	\$ 3.17
11-20	Water	\$ 5.96	11-20	Water	\$ 6.17
21-40	Water	\$ 7.96	21-40	Water	\$ 8.24
40+	Water	\$ 9.76	40+	Water	\$ 10.10

Sewer Only

<u>FY 2016</u>			<u>FY 2017</u>		
0-10	Sewer	\$ 4.73	0-10	Sewer	\$ 4.90
		\$ -			\$ -
11-20	Sewer	\$ 8.43	11-20	Sewer	\$ 8.73
		\$ -			\$ -
20+	Sewer	\$ 13.94	20+	Sewer	\$ 14.43



Town of Natick

Water/Sewer Rates - FY 2017 (Proposed)
Retained Earnings History

Fiscal Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Certified Retained Earnings	\$4,835,052	\$6,024,895	\$2,791,973	\$682,304	\$656,440	\$1,390,829	1,980,622	\$2,386,297	\$849,404	\$3,342,657	\$1,753,150	\$1,834,879



Water Sewer Enterprise MWRA Assessment

Fiscal Year	Fee	Change	
2008	\$3,993,641		
2009	\$3,941,631	-\$52,010	
2010	\$4,219,801	\$278,170	7.06%
2011	\$4,346,280	\$126,479	3.00%
2012	\$4,460,551	\$114,271	2.63%
2013	\$4,634,401	\$173,850	3.90%
2014	\$4,903,457	\$269,056	5.81%
2015	\$5,330,710	\$427,253	8.71%
2016	\$5,526,614	\$195,904	3.68%
2017	\$5,756,705	\$230,091	4.16%



Town of Natick

Attachment D

Water/Sewer Rates - FY 2018 (Proposed) Usage History

This attachment provides a history of gross usage in the water/sewer enterprise fund. Amounts shown are in Hundred Cubic Feet (HCF).

Based on FY2011 Use			Based on FY2012 Use			Based on FY2013 Use		
CODE	USE	AVERAGE	CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	5,710	14.87	ELD	5,511	14.31	ELD	5,289	15.15
ELW	1,076	13.62	ELW	873	10.91	ELW	815	12.73
IRR	171,645	19.85	IRR	137,975	15.64	IRR	162,702	17.86
SEW	7,441	130.54	SEW	9,041	74.72	SEW	9,846	79.40
WAT	146,227	24.42	WAT	131,325	21.50	WAT	130,783	22.22
WSM	1,076,828	17.92	WSM	1,044,685	16.79	WSM	1,056,027	16.73
Total	1,408,927		Total	1,329,410		Total	1,365,462	

Based on FY2014 Use			Based on FY2015 Use			Based on FY2016 Use		
CODE	USE	AVERAGE	CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	4,147	13.55	ELD	3,970	13.15	ELD	3,602	13.64
ELW	650	13.54	ELW	562	11.71	ELW	463	11.58
IRR	167,342	16.08	IRR	170,420	16.12	IRR	201,855	18.07
SEW	11,370	77.35	SEW	10,571	83.90	SEW	7,808	47.90
WAT	128,636	22.07	WAT	125,327	21.41	WAT	129,998	22.49
WSM	1,067,518	15.89	WSM	1,065,326	15.27	WSM	1,067,406	14.75
Total	1,379,663		Total	1,376,176		Total	1,411,132	

PIT meters are now averaged

Three -Year Average

Six-Year Average

CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	3,906	13.45	ELD	4,705	14.11
ELW	558	12.28	ELW	740	12.35
IRR	179,872	16.76	IRR	168,657	17.27
SEW	9,916	69.72	SEW	9,346	82.30
WAT	127,987	21.99	WAT	132,049	22.35
WSM	1,066,750	15.30	WSM	1,062,965	16.22
Total	1,388,990		Total	1,378,462	



To protect the Water & Sewer Enterprise Fund's financial stability and to ensure the availability of adequate financial resources in times of emergency, it is essential that policies regarding the enterprise fund's financial management be adopted and adhered to in the preparation and implementation of the operating and capital budgets.

1) Reserves

Maintaining adequate reserves is a fundamental principle of sound financial management. Although there is no standardized reserve policy guidance for enterprise funds in Massachusetts, industry practice would suggest the following:

- a) Retained Earnings (as certified by the Mass. Department of Revenue *eff. July 1* of each fiscal year) shall serve as the principle reserves for the Water & Sewer Enterprise Funds.
- b) Retained Earnings balance should be at least 10% of the gross revenues of the Water & Sewer Enterprise Fund after accounting for planned draws in any fiscal year (e.g. capital purchases).
- c) Reserves can be used for any lawful purpose, but serve primarily to provide financial security in case of catastrophic and unforeseen events, or capital and asset renewal and replacement.
- d) Reserves should not be used to subsidize ongoing operations, whenever possible.

2) Capital

In order to preserve the Town's fixed asset base and ensure that Water and Sewer facilities, and equipment efficiently and effectively support the Town's programs and operations, the Town should provide consistent and stable funding sources for the timely and periodic renewal and/or replacement of water/sewer infrastructure, vehicles and equipment. To that end:

- a) **Methods of Financing:** Generally, the Town should finance all vehicles, equipment and infrastructure with a useful life less than 10 years out of its Retained Earnings. For those vehicles, equipment and infrastructure with a useful life greater than 10 years, the town should consider borrowing as per the regulations set forth under M.G.L. Ch. 44 Sec. 7 & 8 and/or any other applicable laws, if sufficient Retained Earnings are not available.
- b) **Debt Management:** When borrowing is necessary to finance a capital improvement, the Town Finance Director shall seek to issue bonds in such way as to minimize issuance and interest costs while achieving the best terms for the financial betterment of the Enterprise Fund.
- c) **Capital Planning:** All capital projects funded through the Enterprise Fund must be part of the agreed to and adopted 5-year Capital Improvement Plan.
- d) **Roadway Improvement:** Any disruption caused of a paved surface as a result of Water & Sewer Infrastructure Improvements shall be restored as part of the Water & Sewer project and paid for out of revenues of the Water & Sewer Enterprise Fund.

3) Rate Structures

- a) The Town of Natick should continue its established practice of ascending or inclined block rates for water usage in order to promote conservation.
- b) Rates should be proposed and adopted sufficient to cover all costs incurred during the fiscal year with the exception of catastrophic events. Mid-year rate modifications should be avoided whenever possible.

4) Indirect Costs

- a) Indirect costs shall be reviewed at regular intervals to ensure that they are reasonable to the services being provided by the General Fund in support of Water & Sewer Operations.

These policies should be reviewed at regular intervals for their effectiveness and continued improvement.



Town of Natick

Home of Champions

Department: Water & Sewer

Enterprise Fund

Appropriation Summary

Water & Sewer Operations

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Total Salaries	1,673,657	1,787,156	1,878,441	1,974,986	96,545	5.14%
Total Operating Expenses	6,663,911	6,813,880	7,200,151	7,493,775	293,624	4.08%
Total Water & Sewer Operations	8,337,568	8,601,036	9,078,592	9,468,761	390,169	4.30%

Utility Billing Operations

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Total Salaries	100,662	103,779	112,214	113,485	1,271	1.13%
Total Operating Expenses	83,152	57,647	89,000	89,000	-	0.00%
Total Utility Billing Operations	183,814	161,426	201,214	202,485	1,271	0.63%

Employee Benefits

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Employee Benefits						
Total Employee Benefits	723,751	791,486	748,986	836,137	87,152	11.64%

Debt Service

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Debt Service						
Principal	1,884,424	1,998,403	1,996,150	2,091,932	95,782	4.80%
Interest	446,491	464,326	394,638	450,706	56,068	14.21%
Total Debt Service	2,330,915	2,462,729	2,390,788	2,542,638	151,850	6.35%
Total Debt Service	2,330,915	2,462,729	2,390,788	2,542,638	151,850	6.35%

Reserves

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Total Reserve Fund	-	200,000	200,000	200,000	-	0.00%
Total Reserve Fund	-	200,000	200,000	200,000	-	0.00%

Total Water & Sewer Enterprise Fund	11,576,048	12,216,677	12,619,580	13,250,022	630,442	5.00%
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Indirects	2,207,400	2,207,400	2,218,150	2,035,229	(182,921)	-8.25%
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Totals	13,783,448	14,424,077	14,837,730	15,285,251	447,521	3.02%
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Town of Natick

Home of Champions

Department: Water & Sewer

Enterprise Fund

Mission:

Water & Sewer Operations:

The mission of the Natick Department of Public Work Water And Sewer Operation Divisions are to maintain and improve in a cost-efficient manner the infrastructure and facilities of the town's water and sewer system and be ready and available to provide immediate and professional response to emergency situations.

The Department will provide safe and adequate drinking water and water for fire protection by maintaining and improving the water treatment plant, supply wells, and water mains throughout town. The Department will also provide safe and sanitary collection and disposal of wastewater by maintaining and improving sewer pump stations, force mains, and gravity sewer mains.

The Department will assist, support and cooperate with other Town departments, boards and commissions as well as other municipalities, State and Federal agencies in all relevant activities that promote and benefit the Town and the quality of life for the citizens of the Town.

Utility Billing Operations:

The Utility Billing office is responsible for the billing and collecting of Water and Sewer activity. This includes uploading the usage files received from DPW on a monthly basis, recording the receivable due to the Town of Natick, printing and mailing of water/sewer invoices, and posting water/sewer cash receipts. Also process abatements, corrections, final billing for real estate sales and special billings for backflows, valve work, etc, and maintain the senior citizen account designations with the Assessor's Office. Finally, this division is also responsible for answering customer inquiries and conduct problem research.

Goals:

Water & Sewer Operations:

- *Replace water/sewer services prior to roadway improvement projects*
- *Replace aging and substandard (2" diameter) water mains*
- *Update Asset Management Plan*
- *Maintain sewer pump stations and mains to prevent backups and overflows*
- *Repair water main breaks in a timely fashion*
- *Provide quality potable water for consumption and fire protection*
- *Continue to replace outdated water meter transmitters.*
- *Replace the Eliot Hill Sewer Pump Station*
- *Continue to implement work order management software*
- *Update SCADA equipment*

Utility Billing Operations:

Personnel Advancement

- *Continue to work on customer service/team building.*
- *Reconfigure Collector's Office personnel to facilitate better service.*

Enhance On-line, Web, Computer Applications

- *Work with DPW to add on-line Geographic Information System (GIS) capabilities; create Executive Committee to enhance usability throughout organization .*
- *With DPW, consider alternatives to water billing/accounts receivable systems.*
- *Institute a lock box system that will enhance the posting of deposits.*



Town of Natick

Home of Champions

Department: Water & Sewer

Enterprise Fund

Budget Overview:

The Water & Sewer Enterprise Fund has three divisions within it: Sanitary Sewer, Water, and Utility Billing.

Department of Public Works Sewer Division

I. Main Purpose of the Division

The Sewer Division operates and maintains over 147 miles of the sewer collection system and seeks to meet or exceed all federal and state mandates and guidelines governing the sewer collection system. The Division monitors the Town's thirty-four sewer pump stations seven days a week. Personnel from this division are on call twenty four hours a day, seven days a week to respond to any sewer emergency.

II. Recent Developments

- Continuation of the sewer main relining program, pipeline video inspections, point repairs
- Upgrade and repair sewer pump stations

III. Current Challenges

- Implementation of the Infiltration and Inflow (I/I) study of the Town's sewer system
- Maintain program to alleviate chronic sewer back up areas
- Monitoring sulfides in the sewer system to prevent premature deterioration of collection piping and equipment
- Repair/replacement of aging and failing sewer chimney services

IV. Significant Proposed Changes for the Upcoming Fiscal Year and the Budget Impact

- Continue to fund the Sewer Pump Station/Line Maintenance to maintain the sewer main and pump stations and to continue the Degreasing Program
- Update asset management plan for sewer infrastructure
- Implement capital projects to repair/replace aging and substandard infrastructure

V. On the Horizon

- Continual maintenance of an aging infrastructure and increased volume of capital projects
- Installation of new Bradford Road and Pamela Road sewer force main
- Rehabilitation of Travis Road and Eliot Hill Sewer Pump Stations
- Route 9 / Route 27 Infrastructure Improvement Project
- 4M Sewer Force main replacement project (Route 9)

Department of Public Works Water Division

I. Main Purpose of the Division

The Water Division operates and maintains the Town's water supply wells, water treatment plant, and water distribution system. It provides safe and potable drinking water through 196 miles of distribution mains within Town. The Division is responsible for water meter calibration, quarterly reading over 13,000 meters, and the installation, inspection and testing of backflow prevention devices. In addition, the Division is responsible for water quality testing on a daily basis, the testing and maintenance of 1,400 fire hydrants, the repair of water leaks, maintain compliance with state and federal drinking water requirements, and maintain sufficient supply for fire protection. Personnel from this Division are on-call twenty four hours a day, seven days a week to respond to any water emergency.

II. Recent Developments

- Continuation of Backflow Prevention Program
- Annual water leak detection program to reduce unaccounted for water.
- Replacement of residential water services on various streets before street rehabilitation. (111 total services replaced on the following streets: Barnsdale, Surry, Nottingham, Cottage, Greenwood, Avon, Lynn, Cheryl, Buckingham, Sherwood)
- Conducted yearly uni-directional flushing program

III. Current Challenges

- Update of ISO 14001 Certification for the Springvale Water Treatment Plant
- Update SCADA equipment
- Replacement of Springvale #4 & Morses Pond Well
- Water Management Act permit implementation
- Increase in backflow prevention device testing and inspections



Town of Natick

Home of Champions

Department: Water & Sewer

Enterprise Fund

Budget Overview:

Department of Public Works Water Division (con't)

IV. Significant Proposed Changes for the Upcoming Fiscal Year and the Budget Impact

- Implement new pump preventive maintenance schedule
- Implement new state and federal requirements
- Update asset management plan for water infrastructure
- Implement capital projects to repair/replace aging and substandard infrastructure

V. On the Horizon

- Continue the improvement and efficiency of the water system
- Update outdated automation equipment
- Water Distribution system maintenance and upkeep
- East and West Central Street Water Main Replacement Projects
- Route 9 / Route 27 Infrastructure Improvement Project

Utility Billing Division

I. Main Purpose of the Division

The primary responsibility of the Division is the quarterly billing of 13,000 water and sewer accounts. These duties include preparation of quarterly invoices, dispute resolution with rate payers, special fee invoicing, etc. This Division is responsible for the certification of delinquent accounts to the Board of Assessors for inclusion as water and sewer liens transferred to real estate bills.

II. Recent Developments

Implemented online payment of Water & Sewer bills

III. Current Challenges

The format and content of information included with the water and sewer bill is being evaluated for clarity. The goal is to improve the information provided to ratepayers.

IV. Significant Proposed Changes for the Upcoming Fiscal Year and Budget Impact

The budget request for FY2017 continues to include funding for improved notification to delinquent accounts, notification to subsequent/new property owners, and additional research/resolution for returned mail.

V. On the Horizon

None.



Town of Natick

Home of Champions

Department: Water & Sewer Operations	Enterprise Fund
--------------------------------------	-----------------

Staffing	2014	2015	2016	2017	2018
Water &					
Water & Sewer Division Supervisor	1	1	1	1	1
Water & Sewer General Foreman	1	1	1	1	1
Regulatory Compliance Coordinator	0	1	1	1	1
Administrative Assistant	1	1	1	1	1
Working Foreman	4	4	4	4	4
Heavy Equipment Operator	3	3	3	3	3
Skilled Laborer	5	5	5	5	5
Craftsman	3	3	3	3	3
Water Distribution Assistant Supervisor	1	1	1	1	1
Water Operations/ GIS Manager	1	1	1	1	1
Chief Plant Operator	1	1	1	1	1
Night Operator	1	1	1	1	1
Station Operator	4	4	4	4	4
Utility Billing					
Executive Assistant	1	1	1	1	1
Administrative Assistant	1	1	1	1	1
Department Support	0.1	0.1	0.1	0.1	0.1
Total FTE	28.1	29.1	29.1	29.1	29.1
Total FT/PT	28 FT / 1 PT	29 FT / 1 PT	29 FT / 1 PT	29 FT / 1 PT	29 FT / 1 PT

Notes

Utility Billing Notes:

Departmental Support person:
works 960 hours total
720 hours allocated to collections
240 hours allocated to utility billing

Performance Indicators	2014	FY2015	FY2016	FY2017*	FY2018*
Workload Indicators					
Water & Sewer Operations					
Number of Water Leaks/Repairs	25	60	27	25	25
Number of Sewer Backups	9	12	7	9	9
Total Number of Hydrants Replaced/ Repaired	15	14	28	15	15
Total Mileage of Water & Sewer Pipes	200/150	200/150	200/150	200/150	200/150
Number of Sewer Main lines Lined (in feet)	2000	4600	0	3800	9000
Water Pumped (in Millions of Gallons)	1,180	1,230	1,214	1,180	1,180
Water Services (Main to Stop) replaced		116	111	75	75
	2014	2015	2016	2017*	2018*
Outcome Indicators					
Water & Sewer Operations					
# of Sewer Backups causing Insurance Claims(CY)	4	4	4	4	4

*Estimated

Utility Billing
See Treasurer's Budget (Section VII) for performance indicators related to utility billing.



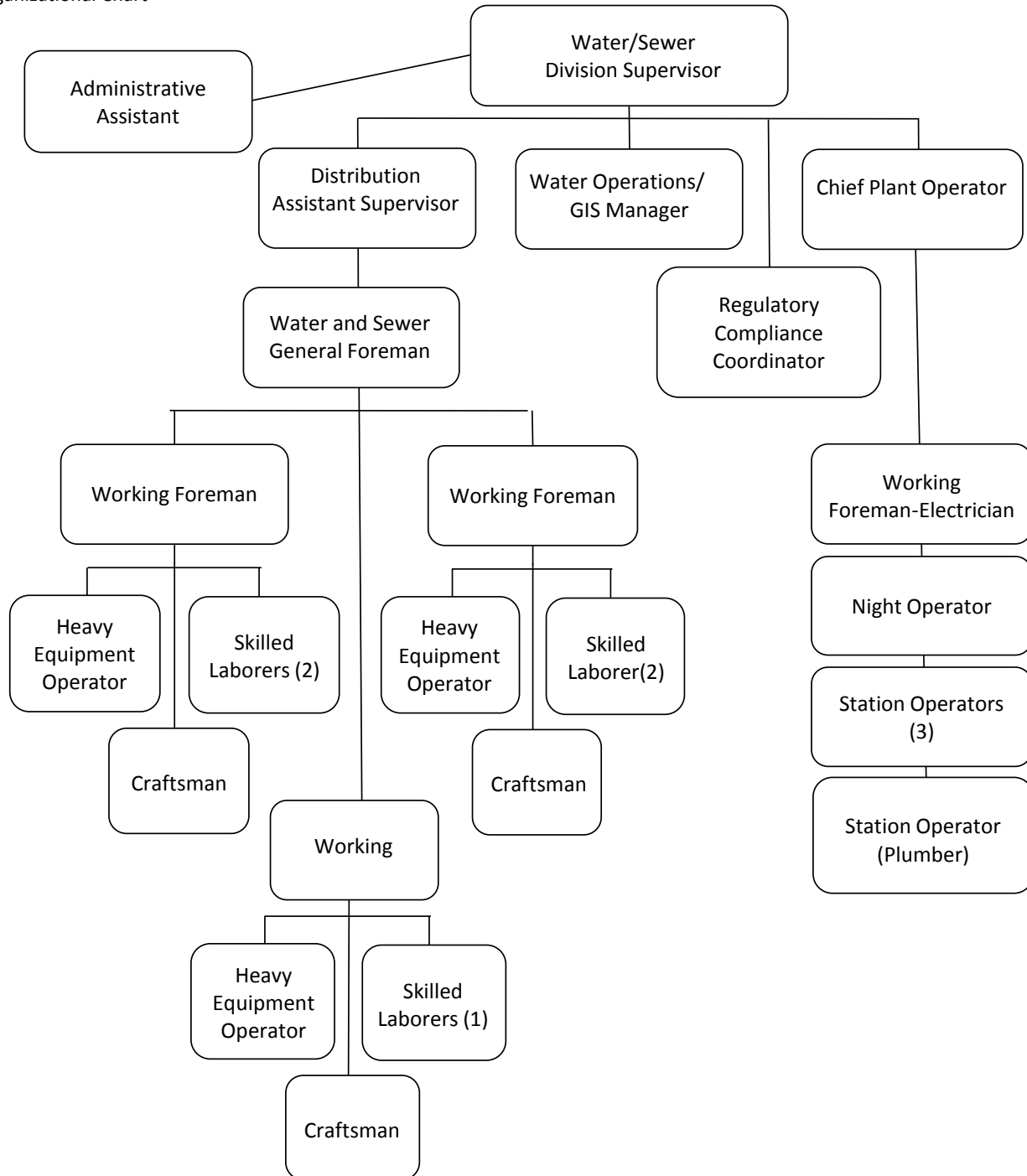
Town of Natick

Home of Champions

Department: Water & Sewer Operations

Enterprise Fund

Organizational Chart



Note: Water & Sewer Divisions are under the management of the Director of Public Works



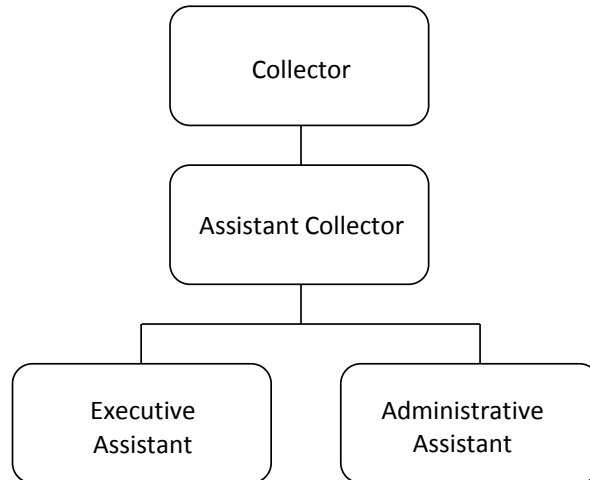
Town of Natick

Home of Champions

Department: Water & Sewer Operations

Enterprise Fund

Organizational Chart: Utility Billing Operations



Note: Utility Billing Division is under the management of the Treasurer/Collector.

Totals



Town of Natick

Home of Champions

Department: Water & Sewer

Enterprise Fund

Sewer Operations

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Salaries Supervisory	\$ 172,602	\$ 177,438	\$ 175,134	\$ 179,731	\$ 4,597	2.62%
Salaries Operational Staff	\$ 356,467	\$ 405,946	\$ 437,419	\$ 460,495	\$ 23,076	5.28%
Salaries Part-time Operational/Police Details	\$ 21,406	\$ 27,434	\$ 30,068	\$ 30,068	\$ -	0.00%
Supervisory Additional Comp	\$ 15,600	\$ 15,600	\$ 16,600	\$ 16,600	\$ -	0.00%
Operational Staff Additional Comp	\$ 14,388	\$ 13,404	\$ 16,450	\$ 16,775	\$ 325	1.98%
Operational Staff Overtime	\$ 61,330	\$ 63,035	\$ 61,000	\$ 64,734	\$ 3,734	6.12%
Contract Settlements/Merit Increases	\$ -	\$ -	\$ 13,471	\$ 21,900	\$ 8,429	62.57%
Personnel Services	\$ 641,793	\$ 702,857	\$ 750,142	\$ 790,303	\$ 40,161	5.35%
Repairs & Maint. Equipment	\$ 2,933	\$ 3,016	\$ 3,000	\$ 3,250	\$ 250	8.33%
Repairs & Maint. Other	\$ 2,884	\$ 3,046	\$ 3,000	\$ 3,250	\$ 250	8.33%
Utilities Electric	\$ 75,091	\$ 89,068	\$ 99,695	\$ 102,686	\$ 2,991	3.00%
Purchase of Services	\$ 80,908	\$ 95,130	\$ 105,695	\$ 109,186	\$ 3,491	3.30%
Licenses - CDL & Special	\$ 679	\$ 2,140	\$ 2,000	\$ 2,100	\$ 100	5.00%
Clothing Allowance Operational Staff	\$ 2,450	\$ 2,450	\$ 3,150	\$ 3,150	\$ -	0.00%
Other Services Inc.	\$ 3,129	\$ 4,590	\$ 5,150	\$ 5,250	\$ 100	1.94%
Tech & Prof Svs & MWRA Sulfide Testing	\$ 6,829	\$ 15,832	\$ 15,000	\$ 15,000	\$ -	0.00%
Tech/ Prof. Services	\$ 6,829	\$ 15,832	\$ 15,000	\$ 15,000	\$ -	0.00%
Repairs & Maint. Misc. Constr.	\$ 3,608	\$ 3,466	\$ 4,000	\$ 4,000	\$ -	0.00%
Supplies	\$ 3,608	\$ 3,466	\$ 4,000	\$ 4,000	\$ -	0.00%
Sewer Pump Station/Line Maintenance	\$ 259,208	\$ 130,367	\$ 125,000	\$ 130,000	\$ 5,000	4.00%
MWRA Sewer Assessment	\$ 5,330,710	\$ 5,526,614	\$ 5,756,705	\$ 6,044,540	\$ 287,835	5.00%
Water/Sewer Damage Claims	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ -	0.00%
Other Chgs. / Exp.	\$ 5,589,918	\$ 5,656,981	\$ 5,896,705	\$ 6,189,540	\$ 292,835	4.97%
Total Operating Expenses	\$ 6,326,185	\$ 6,478,855	\$ 6,776,692	\$ 7,113,279	\$ 336,587	4.97%

Water Operations

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Salaries Supervisory	\$ 197,396	\$ 198,223	\$ 197,325	\$ 196,569	\$ (756)	-0.38%
Salaries Operational Staff	\$ 644,938	\$ 690,170	\$ 756,540	\$ 795,932	\$ 39,392	5.21%
Salaries Temp Operational	\$ 28,378	\$ 22,162	\$ 25,957	\$ 29,613	\$ 3,656	14.08%
Supervisory Additional Comp	\$ 18,100	\$ 18,100	\$ 18,100	\$ 18,100	\$ -	0.00%
Operational Staff Additional Comp	\$ 28,886	\$ 29,571	\$ 24,600	\$ 25,569	\$ 969	3.94%
Operational Staff Overtime	\$ 114,166	\$ 126,073	\$ 85,000	\$ 95,000	\$ 10,000	11.76%
Contract Settlements/Merit Increases	\$ -	\$ -	\$ 20,777	\$ 23,900	\$ 3,123	15.03%
Personnel Services	\$ 1,031,864	\$ 1,084,299	\$ 1,128,299	\$ 1,184,683	\$ 56,384	5.00%
Repairs & Maint. Software	\$ 15,278	\$ 16,500	\$ 15,000	\$ 15,500	\$ 500	3.33%
Utilities	\$ 466,179	\$ 462,518	\$ 563,051	\$ 545,900	\$ (17,151)	-3.05%
GIS Software & Training	\$ 21,959	\$ 20,892	\$ 25,500	\$ 25,500	\$ -	0.00%
Copy/Mail Center Fees	\$ 11,976	\$ 9,511	\$ 11,000	\$ 11,000	\$ -	0.00%
Purchased Services: Miscellaneous	\$ 12,334	\$ 11,979	\$ 12,000	\$ 12,250	\$ 250	2.08%
Purchase of Services	\$ 527,726	\$ 521,400	\$ 626,551	\$ 610,150	\$ (16,401)	-2.62%
Licenses - CDL & Special	\$ 8,013	\$ 8,146	\$ 8,500	\$ 8,500	\$ -	0.00%
Environmental Management - ISO 14001 Certification	\$ 6,933	\$ 3,953	\$ 4,000	\$ 4,100	\$ 100	2.50%
Clothing Allowance Operational Staff	\$ 3,850	\$ 4,200	\$ 4,550	\$ 4,550	\$ -	0.00%
Other Services Inc.	\$ 18,796	\$ 16,299	\$ 17,050	\$ 17,150	\$ 100	0.59%
Implement SDWA Amendment	\$ 31,296	\$ 29,713	\$ 30,000	\$ 30,000	\$ -	0.00%
Water Testing	\$ 21,876	\$ 23,572	\$ 25,000	\$ 26,000	\$ 1,000	4.00%
Tech./Prof. Services	\$ 53,172	\$ 53,284	\$ 55,000	\$ 56,000	\$ 1,000	1.82%



Town of Natick

Home of Champions

Department: Water & Sewer		Enterprise Fund				
Repairs & Maint - Equipment	\$ 14,490	\$ 2,985	\$ 3,000	\$ 3,000	\$ -	0.00%
Repairs & Maint - Facilities	\$ 1,746	\$ 1,984	\$ 2,500	\$ 3,500	\$ 1,000	40.00%
Repairs & Maint - Hydrants	\$ 9,801	\$ 9,823	\$ 10,000	\$ 15,000	\$ 5,000	50.00%
Repairs & Maint - Misc. Repairs	\$ 18,641	\$ 17,568	\$ 20,000	\$ 20,000	\$ -	0.00%
Repairs & Maint - Misc. Constr	\$ 17,971	\$ 18,000	\$ 20,000	\$ 20,000	\$ -	0.00%
Supplies	\$ 62,649	\$ 50,360	\$ 55,500	\$ 61,500	\$ 6,000	10.81%
Chemical Supplies	\$ 88,268	\$ 155,700	\$ 174,000	\$ 174,000	\$ -	0.00%
Obsolete Meters	\$ 27,282	\$ 29,738	\$ 30,000	\$ 30,000	\$ -	0.00%
Service Connections	\$ 17,423	\$ 19,497	\$ 20,000	\$ 22,000	\$ 2,000	10.00%
Other Supplies	\$ 132,973	\$ 204,934	\$ 224,000	\$ 226,000	\$ 2,000	0.89%
Water Well/Water Line Maint.	\$ 147,650	\$ 149,857	\$ 150,000	\$ 154,000	\$ 4,000	2.67%
New Hydrant Installation	\$ 9,975	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	0.00%
Asphalt Crushing	\$ 14,802	\$ 14,600	\$ 20,000	\$ 20,000	\$ -	0.00%
DEP Assessment	\$ 9,994	\$ 13,512	\$ 12,000	\$ 12,500	\$ 500	4.17%
MWRA Discharge Permit	\$ 1,782	\$ 3,635	\$ 3,500	\$ 3,500	\$ -	0.00%
Other Charges/Expenditures	\$ 184,203	\$ 191,604	\$ 195,500	\$ 200,000	\$ 4,500	2.30%
Total Operating Expenses	\$ 2,011,383	\$ 2,122,181	\$ 2,301,900	\$ 2,355,483	\$ 53,582	2.33%
Utility Billing						
	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018	
					\$ (+/-)	% (+/-)
Salaries Operational Staff	\$ 95,842	\$ 99,469	\$ 105,273	\$ 106,451	\$ 1,178	1.12%
Part-Time Operational Staff	\$ 3,690	\$ 3,560	\$ 3,786	\$ 3,879	\$ 93	2.46%
Operational Staff - Additional Comp	\$ 750	\$ 750	\$ 1,125	\$ 1,125	\$ -	0.00%
Operational Staff Overtime	\$ 380	\$ -	\$ 2,030	\$ 2,030	\$ -	0.00%
Totals	0.00%	0.00%	214606.00%	0.00%	-214606.00%	-100.00%
Personnel Services	\$ 100,662	\$ 103,779	\$ 112,214	\$ 113,485	\$ 1,271	1.13%
Repair,Maint, Replace Equipment	\$ -	\$ -	\$ 500	\$ 500	\$ -	0.00%
Utility Billing Software	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	0.00%
Utility Billing Printing	\$ 7,885	\$ 6,983	\$ 10,000	\$ 10,000	\$ -	0.00%
In State Travel/Meetings	\$ -	\$ -	\$ 500	\$ 500	\$ -	0.00%
Communication Telephone	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ -	0.00%
Training & Education	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ -	0.00%
Communication Postage	\$ 25,218	\$ 28,914	\$ 25,000	\$ 25,000	\$ -	0.00%
Copy/Mail Center Fees	\$ 31,429	\$ 21,750	\$ 32,000	\$ 32,000	\$ -	0.00%
Collection Activities	\$ -	\$ -	\$ 500	\$ 500	\$ -	0.00%
Office Supplies	\$ 3,620	\$ -	\$ 1,000	\$ 1,000	\$ -	0.00%
Supplies	\$ 83,152	\$ 57,647	\$ 89,000	\$ 89,000	\$ -	0.00%
Total Utility Billing	\$ 183,814	\$ 161,426	\$ 201,214	\$ 202,485	\$ 1,271	0.63%
Employee Benefits						
	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018	
					\$ (+/-)	% (+/-)
FICA {Medicare}	\$ 23,864	\$ 28,453	\$ 28,865	\$ 30,554	\$ 1,689	5.85%
Insurance Group Health & Life	\$ 392,278	\$ 432,255	\$ 377,215	\$ 433,798	\$ 56,582	15.00%
LIUNA Pension	\$ 47,683	\$ 50,059	\$ 69,094	\$ 75,658	\$ 6,564	9.50%
Other Personnel Services	\$ 463,826	\$ 510,767	\$ 475,174	\$ 540,009	\$ 64,836	13.64%
Funding Schedule	\$ 259,925	\$ 280,719	\$ 273,812	\$ 296,128	\$ 22,316	8.15%
Other Charges & Expenditures	\$ 259,925	\$ 280,719	\$ 273,812	\$ 296,128	\$ 22,316	8.15%
Total Employee Benefits	\$ 723,751	\$ 791,486	\$ 748,986	\$ 836,137	\$ 87,152	11.64%



Town of Natick

Home of Champions

Department: Water & Sewer

Enterprise Fund

Water & Sewer Debt Service

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Water Principal Sub-Totals	\$ 1,172,438	\$ 1,203,444	\$ 1,207,191	\$ 1,340,437	\$ 133,246	11.04%
Sewer Principal Sub-Totals	\$ 711,986	\$ 794,959	\$ 788,959	\$ 751,495	\$ (37,464)	-4.75%
Principal Totals	\$ 1,884,424	\$ 1,998,403	\$ 1,996,150	\$ 2,091,932	\$ (2,253)	-0.11%
Interest on Debt Water Sub-Totals	\$ 279,029	\$ 258,702	\$ 209,247	\$ 278,600	\$ 69,353	33.14%
Interest on Debt Sewer Sub-Totals	\$ 165,562	\$ 175,624	\$ 155,391	\$ 142,106	\$ (13,285)	-8.55%
Bond Anticipation Notes	\$ 1,900	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	0.00%
Interest Totals	\$ 446,491	\$ 464,326	\$ 394,638	\$ 450,706	\$ 56,068	14.21%
Total Water & Service Debt Service	\$ 2,330,915	\$ 2,462,729	\$ 2,390,788	\$ 2,542,638	\$ 151,850	6.35%

Reserve Fund

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-) % (+/-)	
Reserve Fund	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	0.00%
Total Reserve Fund	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	0.00%

Indirects	\$ 2,207,400	\$ 2,207,400	\$ 2,218,150	\$ 2,035,229	\$ (182,921)	-8.25%
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Total	\$ 13,783,448	\$ 14,424,077	\$ 14,837,730	\$ 15,285,251	\$ 447,521	3.02%
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Town of Natick

Home of Champions

Department: Water & Sewer Operations

Enterprise Fund

Narrative:

Sanitary Sewer Operations

Personnel Services

Salaries Supervisory: To fund the positions of Distribution Manager and Chief Plant Operator.

Salaries Operational Staff: To fund eleven employees who maintain and repair the wastewater collection system.

Salaries Temporary Operational: This fund is for police details for work done in the roadways and part-time help.

Supervisory Additional Compensation: This fund is for education incentive stipends and service awards.

Operational Staff Additional Compensation: This fund is for longevity and temporary upgrades per union contract.

Operational Staff Overtime: This fund is for emergencies and callbacks after normal operating hours.

Purchase of Services

Equipment Repairs/Maintenance: This fund is for the repairs and maintenance of the town's thirty four sewer pump stations which include check valves, motor starters, mechanical seals, etc.

Repairs/Maintenance Other: This fund is for the repairs and maintenance of the alarms, wiring, and fencing.

Electricity: This fund is for the use of electricity at the Sewer Pumping Stations.

Other Services (Misc.)

Licenses CDL and Special: This fund is for the reimbursement to the employees for license renewals, CDL, Hoisting, required training etc.

Clothing Allowance Operational Staff: This fund is for the clothing allowance per union agreement.

Tech & Professional Services

Professional Services-MWRA/Sulfide Testing: This fund is for the testing of the sewer before it enters the Massachusetts Water Resource Authority (MWRA) sewer system and other professional services dealing with this issue as required by the municipal discharge permit.

Supplies

Miscellaneous Construction Repairs and Maintenance: This fund is for the repairs and maintenance of sewer pipe, fittings, sewer camera, manhole covers and sewer rod equipment.

Other Charges

Sewer Line Maintenance: This fund is used for the engineering, repairing, maintenance and rehabilitation of the thirty four sewer pump stations and for the 150 miles of sewer mains such as video inspection of sewers, replacement of sewer pipe, and manholes.

Massachusetts Water Resource Authority (MWRA) Assessment: This fund is for the costs of the Town's sewer discharge into the MWRA sewer collection system.

Water Operations

Personnel Services

Salaries Supervisory: To fund the positions of GIS Coordinator/Water Information Management, Compliance Coordinator, and Supervisor of Water and Sewer, who oversees this division.

Salaries Operational Staff: To fund fourteen employees positions who maintain and repair the water distribution system.

Salaries Temporary Operational: This fund is for police details for work done in the roadways and for part time help.

Supervisory Additional Compensation: This fund is for education incentive stipends and service awards.



Town of Natick

Home of Champions

Department: Water & Sewer Operations Line-Item Detail

Narrative:

Water Operations (con't)

Operational Staff Additional Compensation: This fund is for longevity and temporary upgrades per union contract.

Operational Staff Overtime: This fund is for emergencies and callbacks after normal operating hours.

Purchase of Services

Repairs and Maintenance Software: This fund is used for maintaining the SCADA System at the Water Treatment Plants. It covers the upgrade of intrusion software, hardware replacements and other related computer items.

Electricity: This fund is for the use of electricity at the Water Treatment Plant, Evergreen Wells, Morse's Pond Well, Pine Oaks Well, Elm Bank Well and the Booster Station at Captain Toms Hill.

Copy Mail Center: This fund is for Division's share of the copy/mail center cost.

Purchased Services Miscellaneous: This fund is used for supplies and equipment including printers, computers, computer hardware etc.

Other Services Misc.

Licenses CDL and Special: This fund is for the reimbursement to the employees for license renewals CDL, Hoisting, Water; memberships to NEWWA; required training, etc.

Environmental Management System: This fund is for the audits required to maintain the Environmental Management System and the ISO Certification.

Clothing Allowance Operational Staff: This fund is for the clothing allowance per union agreement.

Safe Drinking Water Act (SDWA) Amendment: This fund is for all Volatile Organic Compounds (VOC) water and other tests mandated by the Massachusetts Department of Environment Protection (DEP), U.S. Environmental Protection Agency (EPA) and Safe Drinking Water Act (SDWA).

Supplies

Water Tests: This fund is for all weekly water testing which includes coliform, manganese, fluoride, lead and copper (among many other compounds).

Equipment Repairs/Service: This fund is for the repair of metal detectors, hoses, and service tapping machine.

Facility Repairs and Maintenance: This fund is for the repairs of locks, the purchase of propane gas and belts for air strippers.

Hydrant Repairs and Maintenance: This fund is used to repair and maintain the 1,400 fire hydrants in town.

Miscellaneous Construction Repairs and Maintenance: This fund is for replacing old water gates, ductile iron water pipe, gate boxes, large pipe fittings, tapping sleeves and water gates.

Other Supplies

Chemical Supplies: This fund is for the chemicals (chlorine gas, hydroflousilic acid and potassium permanganate) injected into the water.

Replace Obsolete Meters: This fund is for the replacement of large water meters and flow meters for the water wells and for the calibration of large meters, etc.

Service Connections: This fund is to replace old water line services and replacing the water line in the streets that are to be repaved, including one inch plastic water pipe, curb stops, brass fittings, service boxes and cellar valves, etc.

Other Charges & Expenditures

1 **Water Line Maintenance:** This fund is for repairs and maintenance at the water treatment plant, water pump stations and water wells, consultant fees and emergencies.

New Hydrant Installation: This fund is for the installation and replacement of old fire hydrants.

Asphalt Crushing: This fund is used to hire a crusher for the gravel pit to recycle extra dirt and asphalt.

Department of Environment Protection Assessment: This fund is used for the DEP annual assessment.

Massachusetts Water Resource Authority Discharge Permit: This fund is used to pay the Massachusetts Water Resource Authority for the water discharge permit at the water treatment plant.



Town of Natick

Home of Champions

Department: Water & Sewer Operations Line-Item Detail

Narrative:

Utility Billing Operations

Personnel Services

Salaries Operational Staff Salaries: Two full-time staff positions are funded in this line item. These positions are responsible for preparation of monthly water and sewer charges, special billings (final bills, flat charges, etc.), printing of water/sewer bills, posting payments, customer service inquiries, file maintenance, etc.

Part Time Operational: This funds 240 hours of part-time operational staff. This position provides administrative / clerical support to the Treasurer/ Collector and will be available during peak receipt periods to supplement the full-time Utility Billing staff.

Overtime Operational: This funds overtime worked by operational staff during peak receipt periods.

Purchase of Services

Repairs and Maintenance: This is for the maintenance and repair of business equipment used in the Collector's office for Utility Billing purposes. The primary equipment is the high speed laser printer used for production of the water / sewer bills and bar code scanning equipment, etc.

In State Travel/Meetings: For attendance at Department of Revenue seminars, Treasurer/Collector Association meetings, and administrative/clerical support staff seminars.

Training and Education: These costs related to POINT Software training, Neptune meter reading and inventory systems, Invoice Cloud software, and PC specialized training seminars, etc.

Communication Telephone: Costs assigned to the Utility Billing for telephone service.

Communication Postage: Direct cost associated with the mailings from the Utility Billing Collector's Office. (Water/ Sewer bills, water quality survey, water ban, etc.). This item is reduced to reflect the actual amounts expended over the past several years. There has not been a need to mail notices for a mandatory water BAN.

Collection Activities: Printing and mailing notices of unpaid/delinquent charges, and demand bills, and other accounts receivable.

Copy/Mail Center Fees: Cost assigned to the Utility Billing Collector's Office for mail center labor for mail handling and copy charges.

Technical & Professional Services

Utility Billing Software: This is utilized for minor programming modifications for water / sewer billing. These would include modifications not included in the annual maintenance that Point Software provides for the Water and Sewer receivable / collection system.

Utility Billing Printing: The cost of services and supplies for the preparation of water/sewer bills including forms, consumables (toner), CASS certification software (Accu-Zip).

Supplies

Office Supplies : General office supplies for the Utility Billing Collector's Office for employee benefit and bank reconciliation functions.



Town of Natick

Home of Champions

Department: Water & Sewer Operations Line-Item Detail

Employee Benefits

Pays for benefits for Water & Sewer Benefit eligible employees.

Debt Service

Principal Payments:

Principal on debt service for multiple water and sewer capital improvement projects.

Interest Payments:

Interest on debt service associated with general obligation bonds issued for water and sewer projects. Of that amount, \$30,000 represents the estimated amount for Bond Anticipation Notes & issue costs (bond counsel, financial advisor, rating agency fees, etc.) for authorized borrowings.

Reserve Fund

Covers \$200,000 for emergencies & unforeseen contingencies within the fund.



Town of Natick

Home of Champions

Department: Enterprise Fund Debt Service - Principal

Year of Issue	Project	Amount Issued	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Issue	Total
			Principal	Principal	Principal	Principal	Balance	Principal
1998	Water Treatment Plant *Refunded 2012	\$ 1,175,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
1998	Sewer (Pleasant, Rockwood, etc.) *Refunded 2012	\$ 285,000	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ 13,000
1999	Sewer (Pleasant, Eliot, Union, etc.) *Refunded 2012	\$ 750,000	\$ 35,000	\$ 22,000	\$ 20,000	\$ -	\$ -	\$ 77,000
1999	Sewer (Union St) *Refunded 2012	\$ 615,000	\$ 25,000	\$ 13,000	\$ 12,000	\$ -	\$ -	\$ 50,000
1999	Water (Lakeshore Dr) *Refunded 2012	\$ 500,000	\$ 26,000	\$ 13,000	\$ 12,000	\$ -	\$ -	\$ 51,000
2000	Water (Lakeshore Dr) *Refunded 2012	\$ 540,000	\$ 23,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ -	\$ 89,000
2000	Sewer (Boden Ln & Water, Lincoln, etc.) *Refunded 2012	\$ 1,335,000	\$ 36,000	\$ 36,000	\$ 35,000	\$ 35,000	\$ -	\$ 142,000
2002	Sewer (Lakeshore Rd) *Refunded 2013	\$ 430,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 15,000	\$ 15,000	\$ 90,000
2002	Sewer (Leach Ln) *Refunded 2013	\$ 210,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
2006	Sewer (Speen St, Park Ave	\$ 2,100,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 630,000	\$ 1,050,000
2007	Water Treatment (MWPAT) *Refunded (Net amount)	\$ 4,884,838	\$ 277,787	\$ 292,408	\$ 302,155	\$ 311,902	\$ 1,312,393	\$ 2,496,645
2009	Water Relining	\$ 3,000,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
2010	Water Relining	\$ 600,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ 180,000
2010	Springvale Well	\$ 250,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ 75,000
2010	Reservoir Refurbishment	\$ 500,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 150,000
2010	Sewer Pump Station 5	\$ 300,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ 90,000
2010	Sewer Jet Truck	\$ 250,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ 75,000
2011	Final Phase V	\$ 800,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 250,000	\$ 470,000
2012	Ground Water Wells	\$ 300,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000
2012	Variable Frequency Drives	\$ 260,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000
2012	DPW Headquarters Renovations	\$ 504,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
2012	DPW Vehicle Garage Roof	\$ 66,000	\$ 10,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 15,000
2013	Force Main Bradford / Pamela - Rt 9	\$ 1,650,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 770,000	\$ 1,210,000
2013	Replace Ground Water Wells	\$ 300,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ 180,000
2013	Filter Modification @ Springvale WTP	\$ 200,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 40,000	\$ 120,000
2014	Replace Ground Water Wells	\$ 300,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 160,000	\$ 240,000
2014	Town Forest Reservoir Roof	\$ 220,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 115,000	\$ 175,000
2014	Prime Park Pump Station Wall	\$ 150,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000	\$ 105,000
2014	Energy Efficiency Upgrades - Springvale WTP	\$ 150,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000	\$ 105,000
2014	Tonka Valves & Filters - Springvale WTP	\$ 100,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000	\$ 70,000
2014	Chrysler Road Sewer Line Replacement	\$ 48,000	\$ 10,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 15,000
2014	MWRA I&I	\$ 755,700	\$ 151,140	\$ 151,140	\$ -	\$ -	\$ -	\$ 302,280
2014	W-22 (Dump Truck w/Plow)	\$ 220,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ 105,000
2014	W-14 (Backhoe w/Plow)	\$ 135,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 60,000
2014	Speen Street Sewer Work	\$ 180,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 40,000	\$ 120,000
2015	Sewer Station and Generator Upgrades (Travis Road)	\$ 360,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 180,000	\$ 324,000
2015	Sewer Pump Station Replacement (Eliot Hill)	\$ 230,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 115,000	\$ 207,000
2015	Public Works Expansion	\$ 101,500	\$ 10,150	\$ 10,150	\$ 10,150	\$ 10,150	\$ 50,750	\$ 91,350
2015	Ground Water Wells	\$ 300,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 200,000	\$ 280,000
2015	MWRA I&I - Sewer Main Relining	\$ 202,050	\$ 20,205	\$ 20,205	\$ 20,205	\$ 20,205	\$ 80,820	\$ 161,640
2016	VFD's for Pumps - Springvale Water Treatment	\$ 120,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 72,000	\$ 120,000
2016	Covered Storage Building	\$ 200,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 160,000	\$ 200,000
2016	Water Distribution System Enhancements	\$ 150,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000	\$ 150,000
2016	Replace Ground Water Wells	\$ 300,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 180,000	\$ 300,000
2017	Springvale Water Treatment Plant - Re-use Tank	\$ 390,000	\$ 39,000	\$ 39,000	\$ 39,000	\$ 39,000	\$ 234,000	\$ 390,000
2017	Route 30 Water Main Loop	\$ 450,000	\$ 22,500	\$ 22,500	\$ 22,500	\$ 22,500	\$ 360,000	\$ 450,000
2017	West Central Water Main Replacement	\$ 1,200,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 960,000	\$ 1,200,000
2017	Replace W-23 (Dump Truck)	\$ 225,000	\$ 32,150	\$ 32,150	\$ 32,150	\$ 32,150	\$ 96,400	\$ 225,000
Water and Sewer Enterprise Principal			\$ 2,091,932	\$ 1,684,553	\$ 1,528,160	\$ 1,243,907	\$ 6,406,363	\$ 14,951,065



Year of Issue	Project	Amount Issued	Interest	Interest	Interest	Interest	Balance	Interest
1998	Water Treatment Plant *Refunded 2012	\$ 1,175,000	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 1,200
1998	Sewer (Pleasant, Rockwood,etc.) *Refunded 2012	\$ 285,000	\$ 260	\$ -	\$ -	\$ -	\$ -	\$ 260
1999	Sewer (Pleasant, Eliot, Union, etc.) *Refunded 2012	\$ 750,000	\$ 2,380	\$ 1,240	\$ 400	\$ -	\$ -	\$ 4,020
1999	Sewer (Union St) *Refunded 2012	\$ 615,000	\$ 1,500	\$ 740	\$ 240	\$ -	\$ -	\$ 2,480
1999	Water (Lakeshore Dr) *Refunded 2012	\$ 500,000	\$ 1,520	\$ 740	\$ 240	\$ -	\$ -	\$ 2,500
2000	Water (Lakeshore Dr) *Refunded 2012	\$ 540,000	\$ 3,100	\$ 2,200	\$ 1,320	\$ 440	\$ -	\$ 7,060
2000	Sewer (Boden Ln & Water, Lincoln, etc.) *Refunded 2012	\$ 1,335,000	\$ 4,960	\$ 3,520	\$ 2,100	\$ 700	\$ -	\$ 11,280
2002	Sewer (Pleasant Rd) *Refunded 2013	\$ 430,000	\$ 3,600	\$ 2,800	\$ 2,000	\$ 1,200	\$ 600	\$ 10,200
2002	Sewer (Leach Ln) *Refunded 2013	\$ 210,000	\$ 2,000	\$ 1,600	\$ 1,200	\$ 800	\$ 400	\$ 6,000
2006	Sewer (Speen St, Park Ave)	\$ 2,100,000	\$ 41,213	\$ 36,488	\$ 32,288	\$ 28,088	\$ 78,360	\$ 216,437
2007	Water Treatment (MWPAT) *Refunded (Net amount)	\$ 4,884,838	\$ 51,225	\$ 40,439	\$ 29,667	\$ 18,691	\$ 15,618	\$ 155,640
2009	Water Relining	\$ 3,000,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000
2010	Water Relining	\$ 600,000	\$ 5,700	\$ 3,900	\$ 1,950	\$ -	\$ -	\$ 11,550
2010	Springvale Well	\$ 250,000	\$ 2,375	\$ 1,625	\$ 813	\$ -	\$ -	\$ 4,813
2010	Reservoir Refurbishment	\$ 500,000	\$ 4,750	\$ 3,250	\$ 1,625	\$ -	\$ -	\$ 9,625
2010	Sewer Pump Station 5	\$ 300,000	\$ 2,850	\$ 1,950	\$ 975	\$ -	\$ -	\$ 5,775
2010	Sewer Jet Truck	\$ 250,000	\$ 2,375	\$ 1,625	\$ 813	\$ 813	\$ -	\$ 5,626
2011	Phase V	\$ 800,000	\$ 15,275	\$ 13,625	\$ 11,425	\$ 9,775	\$ 25,125	\$ 75,225
2012	Ground Water Wells	\$ 300,000	\$ 4,800	\$ 3,600	\$ 2,400	\$ 1,200	\$ 600	\$ 12,600
2012	Variable Frequency Drives	\$ 260,000	\$ 4,000	\$ 3,000	\$ 2,000	\$ 1,000	\$ 500	\$ 10,500
2012	DPW Headquarters Renovations	\$ 504,000	\$ 8,000	\$ 6,000	\$ 4,000	\$ 2,000	\$ 1,000	\$ 21,000
2012	MWRA I&I (0% interest loan)	\$ 196,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2012	DPW Vehicle Garage Roof	\$ 66,000	\$ 600	\$ 200	\$ -	\$ -	\$ -	\$ 800
2013	Force Main Bradford / Pamela - Rt 9	\$ 1,650,000	\$ 39,050	\$ 34,650	\$ 30,250	\$ 25,850	\$ 85,663	\$ 215,463
2013	Replace Ground Water Wells	\$ 300,000	\$ 6,600	\$ 5,400	\$ 4,200	\$ 3,000	\$ 2,400	\$ 21,600
2013	Filter Modification @ Springvale WTP	\$ 200,000	\$ 4,400	\$ 3,600	\$ 2,800	\$ 2,000	\$ 1,600	\$ 14,400
2014	Replace Ground Water Wells	\$ 300,000	\$ 8,025	\$ 7,025	\$ 6,225	\$ 5,425	\$ 20,275	\$ 46,975
2014	Town Forest Reservoir Roof	\$ 220,000	\$ 5,869	\$ 5,119	\$ 4,519	\$ 3,919	\$ 14,007	\$ 33,433
2014	Prime Park Pump Station Wall	\$ 150,000	\$ 3,938	\$ 3,188	\$ 2,588	\$ 1,988	\$ 2,514	\$ 14,216
2014	Energy Efficiency Upgrades - Springvale WTP	\$ 150,000	\$ 3,938	\$ 3,188	\$ 2,588	\$ 1,988	\$ 2,514	\$ 14,216
2014	Tonka Valves & Filters - Springvale WTP	\$ 100,000	\$ 2,625	\$ 2,125	\$ 1,725	\$ 1,325	\$ 1,675	\$ 9,475
2014	Chrysler Road Sewer Line Replacement	\$ 48,000	\$ 700	\$ 200	\$ -	\$ -	\$ -	\$ 900
2014	MWRA I&I (0% interest loan)	\$ 755,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2014	W-22 (Dump Truck w/Plow)	\$ 220,000	\$ 4,550	\$ 2,800	\$ 1,400	\$ -	\$ -	\$ 8,750
2014	W-14 (Backhoe w/Plow)	\$ 135,000	\$ 2,600	\$ 1,600	\$ 800	\$ -	\$ -	\$ 5,000
2014	Speen Street Sewer Work	\$ 180,000	\$ 4,800	\$ 3,800	\$ 3,000	\$ 1,325	\$ 2,000	\$ 14,925
2015	Sewer Station and Generator Upgrades (Travis Road)	\$ 360,000	\$ 11,520	\$ 10,080	\$ 8,640	\$ 7,200	\$ 14,400	\$ 51,840
2015	Sewer Pump Station Replacement (Eliot Hill)	\$ 230,000	\$ 7,360	\$ 6,440	\$ 5,520	\$ 4,600	\$ 9,200	\$ 33,120
2015	Public Works Expansion	\$ 101,500	\$ 3,248	\$ 2,842	\$ 2,436	\$ 2,030	\$ 4,060	\$ 14,616
2015	Ground Water Wells	\$ 300,000	\$ 10,400	\$ 9,600	\$ 8,800	\$ 8,000	\$ 36,00	

Summary of Debt - Water & Sewer Enterprise Fund						
	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Issue	Total
Water & Sewer Enterprise Fund Principal	\$ 2,091,932	\$ 1,684,553	\$ 1,528,160	\$ 1,243,907	\$ 6,406,363	\$ 14,951,065
Water & Sewer Enterprise Fund Interest	\$ 420,706	\$ 346,373	\$ 287,895	\$ 231,080	\$ 918,465	\$ 2,204,520
BAN interest, Admin Fees and Issue Costs	\$ 30,000	\$ 30,000				
Total Annual Debt Service	\$ 2,542,638	\$ 2,060,926	\$ 1,816,055	\$ 1,474,987	\$ 7,324,828	\$ 17,155,584



Town of Natick

Water and Sewer Enterprise Fund

FY2018 Indirect Costs

	Personnel Cost	Fringe	Expense Cost	Total
DPW Administration	102,287	22,013	16,250	140,550
Engineering Services	180,610	25,332	27,122	233,064
Equipment Maintenance	224,840	30,398	120,900	376,139
Highway Sanitation Recycling	124,371	2,850	84,500	211,721
Facility Maintenance	29,209	9,523	33,513	72,245
Public Safety	88,722	20,759	3,152	112,633
Finance - Administration	9,575	907	-	10,482
Finance - Assessing	7,923	1,145	50	9,118
Finance - Collector/Treasurer	60,655	17,352	9,650	87,656
Finance - Comptroller	59,705	11,329	280	71,314
Town Administrator	116,585	24,024	27,975	168,584
Community Development	66,605	19,850	2,205	88,661
Information Technology	39,710	3,800	77,810	121,320
Procurement	27,010	3,167	765	30,941
Human Resources	2,005	584	405	2,994
Legal Services	-	-	41,067	41,067
Property & Liability Insurance	-	-	269,535	269,535
Utilities	-	-	53,562	53,562
Vehicle Fuel	-	-	110,619	110,619
Sub Total - General Fund				2,212,204

Water Sewer Staff Performing General Fund Functions

	Personnel Cost	Fringe	Expense Cost	Total
GIS Services	(31,979)	(7,895)	-	(39,874)
W/S Admin. Asst. - DPW	(29,529)	(8,999)	-	(38,529)
W/S Admin. Asst. - Collector	(49,582)	(15,359)	-	(64,941)
Snow and Ice Removal	(33,135)	(496)	-	(33,631)
Subtotal - Water Sewer				(176,974)

Total Water and Sewer Indirect Costs

2,035,229

Notes:

Indirect Costs are based upon the Previous Fiscal Year's (FY 2017) Final Appropriated Budget.
Please remember that Town Meeting does not appropriate these the action taken is to approve these.
Appropriation occurs within the respective budgets listed above are approved by Town meeting.

ITEM TITLE: Appoint New Comptroller-Arti Mehta

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-M. White	5/26/2017	Cover Memo
Memo from R. Tranfaglia	5/25/2017	Cover Memo
Resume	5/24/2017	Cover Memo



Town of Natick

Town Administrator's Office

TO: BOARD OF SELECTMEN
FROM: MARTHA WHITE, TOWN ADMINISTRATOR
SUBJECT: APPOINTMENT OF TOWN COMPTROLLER
DATE: 5/24/2017
CC: HUMAN RESOURCES DIRECTOR

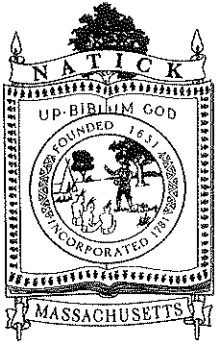
As I have discussed with Board members, upon notification of Virginia Cahill's intent to resign from the position of Town Comptroller, we initiated a search process to identify the most qualified candidate for this important position. That process, outlined in the Human Resources Director's memo, has led us to recommend that the Board of Selectmen appoint Ms. Arti Mehta as Town Comptroller.

As evidenced by her resume, Ms. Mehta has extensive experience in municipal finance and her references were consistent in their praise of her knowledge, reliability and attention to detail; our reference checks included discussions with former co-workers in addition to those listed on her resume.

Ms. Mehta spent time in the Comptroller's Office this week to meet staff and review procedures, and she will be in attendance at your May 30 meeting so that we may introduce her to Board members and the community.

As we welcome Ms. Mehta as Town Comptroller, it is important to acknowledge and express our gratitude for Virginia "Gini" Cahill's outstanding service to the Town. Initially, and for several years, Gini provided varied and often extensive consulting services to Natick's Finance Department; in February 2014 Gini was appointed to the position of Town Comptroller. Without question, Gini's expertise in all aspects of municipal finance has greatly benefited the Town of Natick. While numerous examples could be cited, perhaps most noteworthy are the Town's significantly improved annual audits in recent years; such favorable reviews are due in large part to Gini's sound

accounting practices and the implementation of innumerable operational improvements under her leadership. In addition to her technical skills, Gini has been a pleasure to work with and she is highly respected by her peers and her staff. Hers will be tough shoes to fill, but through our thorough vetting process, we are confident that we have identified an outstanding successor in Arti Mehta.



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Richard D. Tranfaglia
Director of Human Resources

May 25, 2017

To: Board of Selectmen
Martha White, Town Administrator
From: Richard D. Tranfaglia, Director of Human Resources
RE: Comptroller Search Process

Greetings;

Please note, the Town advertised for the above vacancy on the following websites:

- * Massachusetts Municipal Association
- * Massachusetts Municipal Auditors & Accountants Association
- * Massachusetts Collectors/ Treasurers Association

We received a total of eleven applicants and scheduled interviews for five candidates. One of the five candidates withdrew his application as a result of being hired elsewhere. First interviews were conducted by Bill Chenard, Deputy Town Administrator/ Operations, John Townsend, Deputy Town Administrator/ Finance, and Richard Tranfaglia, Director of Human Resources.

The above panel selected two candidates to bring back for second interviews, which included the same panel as above plus Martha White, Town Administrator.

The panel unanimously agreed upon the candidate presented Arti Mehta , who is scheduled to start June 6, 2017.

ARTI MEHTA



April 28th, 2017

Mr. Tranfaglia
Director of Human Resources
Town of Natick
13 East Central Street
Natick, MA. 01760

Dear Mr. Tranfaglia

The position of Comptroller at Town of Natick is appealing to me, as the financial records have been streamlined at my current position of Finance Director at Town of Kingston. Now that I have balanced all accounts and implemented GASB 45 & 68, I find that I am ready for more challenges.

In 1988, I started as the Assistant City Auditor with the City of Fitchburg. I achieved Certified Government Accountant (CGA) certification the following year. Then I accepted a position at the Town of Stoughton as a Town Auditor. Since then every position I have held, has focused in implementing internal controls, balancing receivables and cash reconciliations. I am well versed in governmental accounting in accordance with the UMAS regulations and GAAP requirements.

My experience over the years has caused me to become proficient in various municipal software and has given me a unique understanding of the inner workings of networking management and cross-integration of these complex yet vital programs.

Over twenty five years of experience in the governmental system has not only given me a deep insight into Assessing process including setting up the tax rate and preparing the Recap sheet but also of efficient Treasury functions and cash management resulting in my successful efforts to upgrade Town of Medway's and Town of Randolph's bond rating.

Attached please find my resume. I can be contacted at above phone number or email address.

Sincerely,

Arti P. Mehta

Arti P. Mehta.

ARTI MEHTA

EXPERIENCE

2016 – Present **TOWN OF KINGSTON, Kingston, MA**

Finance Director/Town Accountant

A small south shore community with unique characteristic population 12,630 Budget 50M

Perform the duties of the Town Accountant and the Finance Director for accounts payable, receivable and reporting.

- Implemented procedures and policies for Accounts Payable, voids, returns and cash transactions
- Upgraded MUNIS to the current cloud base version
- Introduce cash register, online deposits and deputy program at the collector's office
- Develop budget process and worked with Board of Selectmen and Finance Committee
- Analyzed Betterments, Debt portfolio and Trust funds

2012-2016 **TOWN OF RANDOLPH, Randolph, MA**

Director of Municipal Finance/Town Accountant

Population: 32,800, Budget: \$94 million

Perform the duties of the Town Accountant and the Director of Municipal Finance in guiding the

Town's Financials with the best outcome. Supervise the office of the Town Treasurer/Collector and the Town Assessors and the Payroll.

- Set the financial procedures and policies in place to achieve better controls on the financial data
- Completed prior years' books and prepared for the yearend closing and Free Cash Certification
- Worked with the Town Manger in budget forecasts and presentation
- Worked with Assessor's data for Tax Rate setting
- Researched various software for the Town and School financials and decided on MUNIS
- Worked with Capital Committee and prepared five year Capital plan
- Act as a Project Manager for MUNIS implementation for all the modules
- Achieve Bonds Rate upgrades four times in three years from "a" to "aa"

2001-2012 **TOWN OF WALPOLE, Walpole, MA**

Town Accountant

Population: 24,300, Budget: \$77 million.

Accounting departmental functions in compliance with Mass General Laws and Department of Revenue regulations

- Assist management in budget preparation, revenue analysis, and forecasting using fully integrated MUNIS financial software.
- Researched various asset management software programs for implementation of GASB-34.
- Maintain data security in financial software for Town and school employees.
- Redesign general ledger account system to be comparable to UMAS regulations.
- Implemented software upgrades and laser check processing for accounts payable and payroll.

1994-2001 **TOWN OF MEDWAY, Medway, MA**

Town Accountant

Population: 12,500, Budget: \$25 million.

Manage weekly accounts payable, payroll and procurement compliances. Prepare monthly expenditures and general ledger analysis for year-end financial reports.

- Converted Town's financial software from Freedomware to Data National.

- Reconstructed data from three prior fiscal years and streamlined cash and financial reporting systems to achieve state compliance for long overdue free cash certification.
- Presented town's six year financial positive turn around and plans for continued growth and stability which resulted in Medway's bond rating upgrade from "A" to "A1" by Moody's Investor Services.

Computer Systems Administrator

Network Size: 4 servers, 25 workstations.

Manage computer network from routine maintenance, back-ups and extended LAN diagnostic to trouble shooting, upgrading software and operating system, operation of workstations.

- Enhanced Technology usage by expanding one UNIX server 10-workstation network to four servers (1 NT, 2 UNIX, 1 email) 25 workstation network.
- Upgraded software and hardware for Y2K security and continued long term technology upgrades.
- Obtained domain name, set-up email server, and upgraded the system to state of the technology.
- Planned and designed network with NT master domain using TCP/IP protocol, NT and UNIX servers, printers, peripherals, and Win98 workstation installation.

1992-1994

TOWN OF STOUGHTON, Stoughton, MA

Town Accountant & Network Manager

- Compiled and tracked data under UMAS system for all special funds including five enterprise ventures, seven capital project, and various trust funds.
- Managed LAN network for accounting department with dBase-III written software, including researching various accounting software and facilitating transition to UNIX based software.

1988-1992

CITY OF FITCHBURG, Fitchburg, MA

Assistant to City Auditor

- Determined and successfully implemented tax-reporting system for 4,000 vendors.
- Streamlined cash reporting system and attained control by reconciling ten years of unbalanced cash statements

EDUCATION

Pursuing Masters in **Public Administration**, Bridgewater State University, Bridgewater, MA
NT Administration, Northeastern University
SCO UNIX Systems, Boston University
Massachusetts Certified Governmental Accountant, State of Massachusetts
B.S., University of Gujarat, India

HONORS & TITLES

Notary Public, since 1991
 President MMAAA 2011-2012
 MMAAA Certification Committee Chair, since 2003
 Treasurer, Norfolk-Plymouth County Accountant's Association, since 2005

ITEM TITLE: Fire Chief Screening Committee

ITEM SUMMARY: a. Interview Michael Barry for Selectmen's Appointee to Committee
b. Appoint Chair Pro Tem

ATTACHMENTS:

Description	Upload Date	Type
Memo from M. White	5/25/2017	Cover Memo
Email from Michael Barry	5/25/2017	Cover Memo
Assessment Center RFP	5/25/2017	Cover Memo



Town of Natick

Town Administrator's Office

TO: BOARD OF SELECTMEN
FROM: MARTHA WHITE, TOWN ADMINISTRATOR
SUBJECT: FIRE CHIEF SCREENING COMMITTEE
DATE: 5/24/2017
CC: FIRE CHIEF SCREENING COMMITTEE DESIGNEES
RICK WHITE, FIRE CHIEF
BRYAN LEBLANC, PROCUREMENT OFFICER

To date, the following individuals have been designated to serve on the Fire Chief Screening Committee:

- Dirk Coburn, School Committee representative
- Catherine Coughlin, Finance Committee representative
- Kathleen Turcot, Personnel Board representative
- Rocco Franciose, Fire Department representative (Fire Captain)
- James Everett, Moderator's representative
- Richard DeLorie, Fire Chief from another community (Wellesley), designated by the Town Administrator

In addition, the applicable By-Law (Article 24, section 15.2) stipulates that the Police Chief and Town Administrator shall serve as voting members of the Screening Committee, and that the Human Resources Director shall serve as a non-voting member.

At your May 30th meeting, you are scheduled to interview the only candidate for the position to be appointed by the Selectmen - Michael Barry. I recommend that the Board vote to appoint the designees listed above; this will complete the formation of the Fire Chief Screening Committee.

In addition, at your May 30th meeting, you should appoint one of the Screening Committee members to serve as Chair Pro-Tem for purposes of running the first meeting

up to the time that the Committee elects a Chair. Per the By-Law, the Committee must hold its first meeting within 30 days following appointment of the Screening Committee by the Selectmen. At that meeting, the Committee must elect members to serve as officers (typically Chair, Vice Chair and Clerk), and "plan a process for solicitation by advertisement, including, without limitation, in appropriate professional journals, and by other means, to receive applications for the position of Fire Chief."

Typically, consulting services are retained to assist and guide this process. In fact, the By-Law specifically provides that the Screening Committee "shall use as an evaluative tool an assessment center specifically designed to examine candidates' knowledge, skills and abilities, including without limitation, their technical, tactical, professional, managerial and strategic skills." The FY 2017 Selectmen's budget includes \$20,000 for these consulting services; additional funding may be available in the Selectmen's FY 2018 budget if necessary.

The Procurement Officer has prepared a draft RFP for assessment center consulting services (attached). Typically, RFPs are submitted to the Board of Selectmen in final form for their approval prior to being issued. However, to expedite the process, the Board may wish to consider authorizing the Screening Committee to approve and issue the RFP for assessment center consulting services; in granting such authorization the Board could stipulate that the final RFP shall not substantively deviate from the attached draft.



Donna Donovan <ddonovan@natickma.org>

Fire Chief Screening Committee

1 message

Michael Barry <mbarry@exponent.com>

Thu, May 11, 2017 at 11:35 PM

To: "selectmen@natickma.org" <selectmen@natickma.org>

Dear Board of Selectman,

I have lived and worked in Natick for the last three years, and I would like to volunteer to serve on the fire chief screening committee. I live with my wife, two children, and mother-in-law at 82 Washington Ave. We moved here when I took a job at Exponent's Natick office, which is located off Rt. 9 behind Sherwood Plaza. At Exponent, I am part of our thermal sciences practice, where we investigate all kinds of thermal failures, including fires and explosions. I am a Certified Fire and Explosion Investigator and have worked on fire investigations involving heater failures, candles, lightning, and potentially faulty smoke detectors. My daily work makes me particularly aware of the importance of fire safety, and I think this awareness can make me a useful addition to the committee as a citizen participant. I hope you'll consider letting me participate in this important process. Please let me know if you have any questions.

Best,

Mike

Michael Barry, Ph. D., P.E., CFEI

Senior Engineer

E^xponent[®]

9 Strathmore Road

Natick, MA 01760

[508-652-8505](tel:508-652-8505) (office)[732-266-5596](tel:732-266-5596) (cell)

**Town of Natick
Natick, Massachusetts**

REQUEST FOR PROPOSALS

FOR

**CONSULTANT SERVICES TO DESIGN AND CONDUCT
AN ASSESSMENT CENTER FOR THE SELECTION OF
A FIRE CHIEF
IN THE TOWN OF NATICK**

_____, 2017

PROPOSALS DUE:

_____, 2017, 11:00 A.M. LOCAL TIME

Late Proposals Will Be Rejected

DELIVER COMPLETED PROPOSALS TO:

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

NOTICE TO PROPOSERS

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Board of Selectmen, invites the submission of sealed proposals for the procurement of consultant services to design and conduct an assessment center for the selection of a Fire Chief in the Town of Natick. The Request for Proposals (“RFP”) may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on _____, 2017. Ten (10) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, “RFP: Consultant Services to Design and Conduct an Assessment Center for the Selection of a Fire Chief in the Town of Natick – Price Proposal” and “RFP: Consultant Services to Design and Conduct an Assessment Center for a Fire Chief in the Town of Natick – Non-Price Proposal” will be received until **11:00 A.M. local time, _____, 2017**, at the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at which time and place all Proposals will be opened. All Proposals shall comply with the RFP issued by the Town of Natick, including, without limitation, Section 1, Instructions to Proposers, and Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Proposals.

I. INTRODUCTION

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Board of Selectmen (“the Board”), invites the submission of sealed proposals for the procurement of consultant services to design and conduct an assessment center for the selection of a Fire Chief in the Town of Natick. For a full description of such services, please refer to Section III(A) of the Request for Proposals (“RFP”).

Copies of the RFP may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on _____, 2017.

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) on _____, 2017. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Ten (10) copies of each sealed Proposal, as described above, contained in separately sealed envelopes marked, respectively, “RFP: Consultant Services to Design and Conduct an Assessment Center for the Selection of a Fire Chief in the Town of Natick – Price Proposal” and “RFP: Consultant Services to Design and Construct an Assessment Center for the Selection of a Fire Chief in the Town of Natick – Non-Price Proposal” will be received until **11:00 A.M. local time**, _____, **2017**, at this address:

Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760.

Each Proposer’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town **will not** reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR CONSULTANT SERVICES TO DESIGN AND CONDUCT AN ASSESSMENT CENTER FOR THE SELECTION OF A FIRE CHIEF IN THE TOWN OF NATICK – PRICE PROPOSAL" or "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR CONSULTANT SERVICES TO DESIGN AND CONSTRUCT AN ASSESSMENT CENTER FOR THE SELECTION OF A FIRE CHIEF IN THE TOWN OF NATICK - NON-PRICE PROPOSAL." No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

II. PRE-PROPOSAL CONFERENCE/QUESTIONS

No Pre-Proposal Conference will be held.

Questions concerning this RFP or its conditions may be addressed to:

Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time) on _____, 2017. Questions may also be submitted to the Procurement Officer's attention at the following email address: bleblanc@natickma.org. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Proposers.

III. BACKGROUND

A. Description of Work

The Town is seeking sealed Proposals for consultant services to design and conduct an assessment center for the selection of a Fire Chief in the Town of Natick, as well as to assist the Fire Chief Screening Committee in identifying the three (3) to five (5) most suitable candidates for the position of non-civil service Fire Chief for the Natick Fire Department. As an important component of the recruitment and hiring process, the Assessment Center should employ various exercises to evaluate candidates according to predetermined criteria and to measure the performance of the candidates using a graded scale. Related services, including the provision of advice and guidance to the Screening Committee as to appropriate advertising venues, to the development of effective marketing materials, to the selection of interview questions, shall also be provided.

The Town is a suburban residential community, having a population of approximately thirty-three thousand (33,000) residents, and is located in Middlesex County. The Town is approximately eighteen (18) miles west/southwest of Boston. The Town covers approximately sixteen (16) square miles, has approximately twelve thousand seven hundred (12,700) households and a major commercial corridor abutting Route 9. The Natick Mall – the largest retail mall in New England – is located on Route 9 in Natick.

The Natick Fire Department is typically staffed with one (1) Fire Chief and five (5) Deputy Chiefs. In addition, there are seven (7) Captain, fifteen (15) Lieutenant, and fifty-four (54) Firefighter positions funded.

The services of the Natick Fire Department include, but are not limited to, fire suppression, fire prevention, emergency medical care and advanced life support, technical rescue, emergency planning, disaster mitigation, and life safety education.

Uniformed personnel, with the exception of the Fire Chief, are represented by either the Deputy Chiefs' Association, or the Firefighters Local 1707, International Association of Firefighters, AFL-CIO.

Central fire operations are located in the Public Safety Building, a modern facility located at 22 East Central Street, which also houses the Police Department and Central (civilian) Dispatch. In addition, there are three (3) other fire stations, one (1) each in South Natick, West Natick and East Natick. Most personnel work two (2) twenty-four (24)-hour shifts out of every eight (8) days. The approved Fire Department budget for Fiscal Year 2018 is \$_____.

The Town operates through a Representative Town Meeting form of government and is also served through the elected Natick Board of Selectmen ("Board of Selectmen") and a Town Administrator (who is appointed by the Board of Selectmen). The Fire Chief is appointed by the Board of Selectmen. Day-to-day administration and supervision is coordinated through the Town Administrator. The position is non-Civil Service. A Screening Committee has been appointed and is required to provide the Board of Selectmen with a list of three (3) to five (5) finalists no later than _____, 2017. The Committee intends to complete its work as expeditiously as practicable. The nine (9)-member Committee includes representation from the Town's Personnel Board, Finance Committee and School Committee, along with the Town Administrator, Natick Police Chief, a Captain from the Natick Fire Department, a Fire Chief

from a nearby community, and one (1) resident appointee; the Town's Human Resources Director serves as a non-voting member.

The Successful Proposer shall perform the following services in any contract with the Town:

1. Conduct preliminary interviews with each of the five (5) members of the Board of Selectmen, as well as with the Screening Committee, to become familiar with the demographics and the needs of the Natick Fire Department and to establish the knowledge, skills, and abilities to be measured in the Assessment Center process.
2. Assist the Screening Committee in the design and development of marketing material to be used in the recruitment of candidates.
3. Assist the Screening Committee in determining which candidates warrant consideration. The Successful Proposer shall provide advice and guidance to the Screening Committee with respect to a preliminary interview process with selected candidates and shall participate in those interviews. The objective of this phase is to develop a list of approximately ten (10) candidates to be presented for the Assessment Center.
4. Formulate, design and describe in detail the Assessment Center exercises and activities most appropriate to demonstrate the knowledge, skills, and abilities necessary and appropriate for candidates for the position of Fire Chief for the Town.
 - a. Conduct an orientation session for applicants at a Town-designated facility.
 - b. Supply all personnel (including assessors), labor and materials to conduct an Assessment Center.
 - c. Arrange for, oversee, and conduct a sound, effectual and comprehensive Assessment Center.
 - d. Provide and present a comprehensive written report to the Screening Committee, indicating all candidates' ratings, as well as their strengths and weaknesses, in each of the areas of competency evaluated in the various assessment center exercises.
 - e. Provide an opportunity for brief follow-up interviews if requested by any candidates to discuss how their individual performance in the various exercises had been measured against the performance, responses, and/or behavior deemed appropriate, satisfactory and desirable, and to explain the rationale for assignment of their particular numerical grade for the exercises.
5. Provide advice and guidance to facilitate completion of the screening process, the outcome of which shall be the identification of three (3) to five (5) finalist candidates to be submitted to the Board of Selectmen.
6. As an optional service (at the discretion of the Screening Committee), conduct a thorough background/reference/character investigation for three (3) to five (5) finalist candidates.

The Town will also seek a per cost meeting charge for meetings with the Natick Board of Selectmen.

B. Successful Proposer's Personnel

The Successful Proposer shall be responsible for any training of his/her/its personnel. The Successful Proposer's personnel shall be adequately trained by the Successful Proposer, shall be experienced in the provision of services specified in this RFP, and shall be of good moral character. All of the Successful Proposer's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Proposer shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Proposer will update this list whenever there is a change in personnel.

IV. PROPOSAL SUBMISSION REQUIREMENTS

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Attachment A. The **Price Proposal Form** shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

The total price shall be a fixed sum and shall be all inclusive including travel, printing, telephone and any other outside expense.

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. A Fully-Executed Scope of Services

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer.

D. Other Documents.

Each Proposer shall submit the following:

- 1) A fully executed Certificate of Non-Collusion (Attachment B).
- 2) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Proposer (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents.
- 8) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract or any work required in the scope of services, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded.
- 9) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include résumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Résumés are required for all work personnel.
- 10) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.
- 11) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the proposer has performed similar services within the past five (5) years.
- 12) Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.
- 13) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.

V. SELECTION CRITERIA

1. Minimum Evaluation Criteria

In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Proposal Submission Requirements set forth in Section IV above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;
- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

2.1. **Quality and Depth of Work Experience**

Highly Advantageous – The proposal demonstrates experience with five (5) or more similar projects.

Advantageous – The proposal demonstrates experience with four (4) similar projects.

Not Advantageous – The proposal demonstrates experience with three (3) or fewer similar projects.

2.2. **Qualifications of the Proposer**

Highly Advantageous – The proposer's résumé(s) demonstrate(s) that proposer has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.

Advantageous – The proposer's résumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that proposer has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

Not Advantageous – The proposer's résumé(s) do/does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

2.3. **Desirability of approach to the work, demonstrated understanding of the community's needs, and proposer's ability to undertake and complete this work.**

Highly Advantageous – The proposal demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work.

Advantageous – The proposal does not meet the above category for highly advantageous, but demonstrates an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work.

Not Advantageous – The proposal does not demonstrate an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work, and/or the proposal fails to indicate a time schedule that meets the work requirements.

2.4. Overall Quality of Client References

Highly Advantageous – All references contacted spoke favorably of the work performed by the proposer and would use them again for similar work without hesitation.

Not Advantageous – One (1) or more references stated that there had been difficulty with the proposer's ability to deliver the contracted services and deliverables.

2.5. Completeness and Quality of Proposal

Highly Advantageous – The proposal is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town.

Advantageous – The proposal does not meet the above criteria for highly advantageous, but the proposal is complete, informative, and meets criteria for responsiveness.

Not Advantageous – The proposal is not complete, informative, and responsive.

VI. PROPOSAL SUBMISSION

Ten (10) copies of each sealed Proposal, in separate envelopes, as described above, shall be submitted by 11:00 A.M. LOCAL TIME, _____, 2017, to this address:

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

After this time they will be opened in confidence. **Proposals received after the date and time specified in this Section VI for receipt of Proposals will not be accepted.**

VII. INTERVIEWS

After review of the technical proposals, the Fire Chief Screening Committee may, **at its discretion**, schedule interviews with any or all of the proposers for the purpose of further evaluation of

the proposer's qualifications and ability to provide the required service. Interviewees will be ranked on their presentation.

VIII. FINAL SELECTION AND AWARD

The Screening Committee will review the non-price proposals. The Screening Committee will determine which non-price proposals meet the minimum evaluation criteria set forth in Section IV above. The Screening Committee will rank such non-price proposals in accordance with the comparative evaluation criteria set forth in the Section V above. The Screening Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Screening Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Screening Committee will make a recommendation to the Procurement Officer, to the Natick Town Administrator, and to the Natick Board of Selectmen concerning which Proposal, if any, the Town should accept. The Natick Board of Selectmen will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to all applicable provisions of the Massachusetts General Laws, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

IX. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

X. INSURANCE

The Successful Proposer shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

XI. INDEMNIFICATION

The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

XII. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIV. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer shall provide services as an independent contractor with the Town of Natick and the Successful Proposer and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

XV. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town of Natick, the Successful Proposer shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

XVI. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Proposer is prohibited on Town of Natick property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

XVII. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Proposer, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

XVIII. INDEX OF ATTACHMENTS

Attachment A - Price Proposal Form
Attachment B - Certificate of Non-Collusion
Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
Attachment D - Conflict of Interest Certification (M.G.L. c.268A).
Attachment E - Certificate of Corporate Proposer
Attachment F - Certificate of Compliance with M.G.L. c. 151B
Attachment G - Certificate of Non-Debarment
Attachment H - Form of Contract

**ATTACHMENT A
TOWN OF NATICK
PRICE PROPOSAL FORM**
(To be submitted in Envelope B)

(2 pages)

The undersigned Proposer hereby submits a price proposal to provide consultant services to design and conduct an assessment center for the selection of a Fire Chief in the Town of Natick.

Printed Name of Proposer:

Address:

The PROPOSER hereby pledges to deliver the complete scope of services required, for price shown below, assuming five (5) candidates, for tasks outlined in Section III(A)(1-5), above:

Total Price in Words:

Total Price in Numbers:

The Town also seeks prices for the following, provided that they will not be used in determining the Proposer submitting the lowest price:

1. Cost for providing assessment center tasks as outlined in Section III(A)(4)(a-e) above per each additional candidate:

Price in Words (Each candidate in excess of five (5)):

Price in Numbers (Each candidate in excess of five (5)):

2. Cost for conducting a background/reference/character investigation, as described in Section IIIA(6), which is an optional service at the discretion of the Town:

Price in Words (Each candidate): _____

Price in Numbers (Each candidate): _____

3. Cost to attend a meeting with the Natick Board of Selectmen:

Price in Words (Per meeting): _____

Price in Numbers (Per meeting): _____

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

Tel. _____

DRAFT

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Proposal has been made and submitted 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.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

**ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION**

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Address of Proposer

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

DRAFT

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF NATICK

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT G

CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

**ATTACHMENT H
FORM OF CONTRACT**

(SEE ATTACHED DOCUMENT.)

DRAFT

ITEM TITLE: Guimel DeCarvalho: Request to Waive Street Opening Moratorium - Travis Rd.

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/25/2017	Cover Memo
Denial	5/25/2017	Cover Memo
Recommendation from Assistant Town Engineer	5/25/2017	Cover Memo



Donna Donovan <ddonovan@natickma.org>

Fwd: 25 Travis Road, Natick - Permit Denial

1 message

guimeldc@gmail.com <guimeldc@gmail.com>
To: ddonovan@natickma.org

Tue, May 23, 2017 at 9:24 AM

Dear Board of Selectmen,

I am writing to you to request an appeal and override of the below permit denial. Our water tank began leaking a few weeks ago and, in consultation with our plumber, we decided the best course of action was to replace it with a high efficiency tankless water heater. To do so requires a gas line be brought from our street to our home. Thank you for your speedy consideration on this matter as we would like to proactively replace the leaking water heater prior to it blowing. Thank you.

Guimel DeCarvalho, LICSW
25 Travis Rd, Natick

Begin forwarded message:

From: gregory.toto@eversource.com
Date: May 22, 2017 at 3:55:01 PM EDT
To: guimeldc@gmail.com
Subject: Fw: 25 Travis Road, Natick - Permit Denial

— Forwarded by Gregory A. Toto/NUS on 05/22/2017 03:54 PM —

From: Scott T. Grady/NUS
To: Gregory A. Toto/NUS@NU,
Date: 05/22/2017 02:45 PM
Subject: 25 Travis Road, Natick - Permit Denial

Greg:

Please let the customer at the above referenced address that our application for a street opening permit has been denied. If they want to proceed with getting a gas service they would need to appeal the permit denial with the Town of Natick Board of Selectmen. Once they go through the appeal and get approved the Town will issue us the permit to dig. I have attached a copy of the denial.

Thanks
Scott

Scott Grady
Eversource
Supervisor Gas Sales
[508-305-6994](tel:508-305-6994)
scott.grady@eversource.com

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25 Travis Road Permit Denial.pdf
46K



One NSTAR Way
Westwood, Massachusetts 02090

05/10/2016

Fee:

Eversource Energy (Gas Company) hereby applies to:


The Department of Public Works for the Town of **NATICK**, Massachusetts,
pursuant to the provisions of Section 70 of Chapter 164 of the General Laws of the
Commonwealth of Massachusetts, for permission to dig up and open the street at:
25 Travis Rd

DESCRIPTION: Installing Gas Service

OPENING REQUIRED : 6' x 4' x 2.5'

DIGSAFE : 20171911089

BY:


Mike Needham
Manager, Distribution Department
157 Cordaville Road
Southborough, MA 01772

on no dig
moratorium
until 12/31/2020

Permission is hereby granted to Eversource Gas Co. 157 Cordaville Road, Southborough, and MA
pursuant to the provision of Section 70 of Chapter 164 of the General Laws of the Commonwealth of
Massachusetts and the by-laws of the above mentioned town to dig up and open ground at the above
location.

SIGNED: DENIED

5/17/17
Melissa Cote



TOWN OF NATICK DPW ENGINEERING DIVISION

M E M O

DATE: MAY 24, 2017

TO: BOARD OF SELECTMEN

FROM: JOHN DIGIACOMO, P.E. - ASSISTANT TOWN ENGINEER

RE: STREET OPENING MORATORIUM WAIVER REQUEST - #25 TRAVIS RD

Please be advised that Travis Road is still within the 5 year street opening moratorium period as described in the Rules and Specifications Regulating Street Openings. The moratorium period for Travis Road expires on 12/31/2020. The Board may wish to waive the moratorium period if it is determined that the request to connect to Eversource Gas is acceptable.

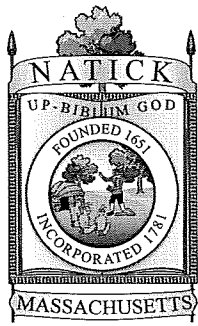
This request will involve a trench cut within the travelled way from the petitioner. Should the Board vote favorably on this request then I would recommend that as a condition of the street opening that Eversource Gas is required to directional drill the gas service under Travis Road (and associated sidewalk) to the maximum length possible. Any trenches within the travelled way of Travis Road shall be saw cut, backfilled with excavatable controlled density fill, and trench patched to the requirements of the DPW. Any disturbance to the asphalt sidewalk and grass strip shall be replaced in-kind and in accordance with DPW standards. Further, the street opening permit must be issued before November 1st with all work completed before November 15th.

ITEM TITLE: Procurement Officer: Contracts

ITEM SUMMARY: a. Single Stream Recycling Contract - One-Year Extension
b. First Amendment to Fire Station Architect Contract
c. Award of Contract - 2017 Roadway Improvements

ATTACHMENTS:

Description	Upload Date	Type
EL Harvey Single Stream Recycling-One-Year Extension	5/24/2017	Cover Memo
West Natick Fire Station Contract Amendment	5/24/2017	Cover Memo
2017 Roadway Improvements Contract Award	5/24/2017	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 22, 2017

**SUBJECT: CONTRACT EXTENSION
SINGLE STREAM RECYCLING (SSR), EL HARVEY & SONS, INC.**

In August, 2013, the Town of Natick entered into a contract with E.L. Harvey & Sons, Inc. (E.L. Harvey) for the acceptance and processing of single stream recyclable (SSR) materials that the Department collects at the curbside and at the Recycling Center. The terms of the Contract were for an initial three (3)-year term, with the Town having the sole right to extend the term for five (5) additional one (1)-year terms.

In July, 2016, the Town opted to exercise its first one (1)-year option for renewal.

We believe that it is in the Town's interest to exercise a second one (1)-year option for renewal at this time.

The Contract requires E.L. Harvey to pay the Town \$2.50 per ton of SSR material delivered to its facility. This rate per ton is flat with no annual escalator or reduction. The Department collects approximately 3,600 tons of SSR materials at the curbside and another 600 tons at the Recycling Center annually. Through the current contract, the Town receives approximately \$11,000 in annual revenue from SSR materials delivered to E.L. Harvey.

The market for recyclables has deteriorated substantially since the current contract was negotiated. Market research, in fact, demonstrates that there is a current cost of approximately \$35/ton to the Town, requiring a payment to the vendor. This places the Town in the position of having to spend money for collection, rather than receiving money.

To ensure that the collection stays a revenue source, rather than an expense, it is desirable for the Town to exercise a second one (1)-year option for renewal of the current contract with E.L. Harvey.

(To be placed upon the letterhead of the Town of Natick Board of Selectmen.)

May 30, 2017

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

Dear Mr. Harvey:

As you are aware, the Town of Natick, Massachusetts, and E.L. Harvey & Sons, Inc. are parties to a Contract for the Procurement of Single Stream Recycling (SSR) in the Town of Natick, dated August 1, 2013 ("Contract").

Article 3 of the Contract, entitled "Term", provides as follows: "The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms." In 2016, the Town, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for an additional one (1)-year term.

On May 30, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised its second option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2018. This letter shall serve as notice to E.L. Harvey & Sons, Inc., of the Town's exercise of its second option year.

All provisions of the Contract shall remain in full force and effect during this option period.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Jonathan H. Freedman, Chairman

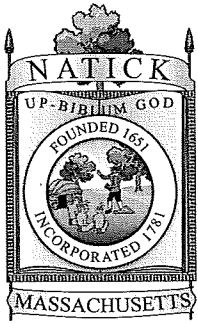
Susan G. Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk

Michael J. Hickey

Amy J. Mistrot

cc. President, E.L. Harvey & Sons, Inc.
Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Department of Public Works
Virginia W. Cahill, Comptroller
Bryan R. Le Blanc, Procurement Officer
John P. Flynn, Esq.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
West Natick Fire Station Building Committee

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 22, 2017

SUBJECT: CONTRACT AWARD/FIRST AMENDMENT
New West Natick Fire Station-Architect Contract

On March 28, 2017, the Natick Board of Selectmen awarded a contract to Tecton Architects, PC, of Hartford, Connecticut, to perform design work for the West Natick Fire Station. At that time, funding was limited to what had been provided in the balance of the funds appropriated in Article 33, Spring 2016 Annual Town Meeting - \$560,000.00, less the amount of the OPM contract that had been awarded to Vertex (\$328,590.00). Thus, there was a budget of \$231,410.00. This allowed award of all design services through design development, which featured a contract price of \$223,875.34.

Article 22 of the Spring 2017 Natick Town Meeting appropriated sufficient sums to allow the funding of the full owner/architect agreement with Tecton Architect's, PC. Tecton will be billed at an hourly rate, with a fee not to exceed \$849,400.00. The Building Committee reviewed this budgetary sum in light of the overall project budget. Designer/Architect services, as proposed by Tecton, constitute approximately ten percent (10%) more or less of the overall budget. The Building Committee noted that this percentage is well in line with projects of similar scope. The Building Committee, which drew upon the expertise of two members who are registered architects, also reviewed the number of rates and hours proposed by Tecton and concluded that they were reasonable.

The attached amendment will remove the funding restrictions in Article 3.3 (of the Addendum) and Article 11 of the Agreement. By executing this First Amendment, which we are requesting today, the Selectmen will ultimately have a full services owner/architect contract with Tecton Architects, PC, for the entire West Natick Fire Station (through construction administration and closeout).

Please let me know if you have any questions. Thank you.

FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN THE TOWN
OF NATICK ("OWNER" "THE TOWN OF NATICK" OR "THE TOWN") AND TECTON
ARCHITECTS, PC ("ARCHITECT")

This First Amendment to Standard Form of Agreement between the Town of Natick ("Owner" "The Town of Natick" or "the Town") and Tecton Architects, PC ("Architect") (collectively "the Parties") is entered into this thirtieth day of May, 2017.

WHEREAS, the Parties are parties to a contract entitled "Standard Form of Agreement between the Town of Natick ("Owner" "the Town of Natick" or "the Town") and Tecton Architects, PC ("Architect")" dated March 27, 2017 (the "Agreement");

WHEREAS, pursuant to Article 3.3 of the Addendum to the Agreement, the design tasks to be undertaken by the Architect were limited to tasks through design development due to available funds:

WHEREAS, under the Agreement, expenditures were specifically capped at \$223,875.34, thereby not allowing remaining designer services outlined in the Architect's Price Proposal to be performed;

WHEREAS, the 2016 Natick Spring Town Meeting has appropriated sufficient sums to allow all of the remaining tasks outlined in the Architect's Price Proposal to be performed in full; and

WHEREAS, the parties desire to amend the agreement to allow all tasks to be performed in full and to remove all limiting restrictions to the contrary.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. In Article 11.1 of the Agreement, strike all text after the words "as follows" and replace with the following text:

"For services rendered in accordance with this Agreement, the Owner shall pay to the Architect the rates set forth in the Price Proposal of the Architect, which shall be incorporated herein by reference. The Architect's Project Budget, notwithstanding any provision herein to the contrary, shall not exceed eight hundred forty-nine thousand four hundred dollars and zero cents (\$849,400.00.)"

2. Delete the additional text, inserted by Section 3.3 of the Addendum, in Article 3.3 of the Agreement.

All other portions of the Agreement shall remain in full force and effect.

Executed under seal.

The Town of Natick, Massachusetts

By:

Tecton Architects, PC

By:

The Natick Board of Selectmen

Jonathan H. Freedman, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey

Amy K. Mistrot

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31C, that an appropriation in the amount of this Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Dated: _____

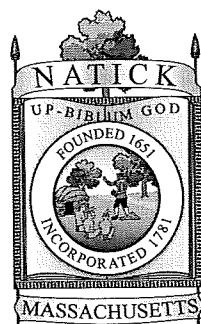
Virginia W. Cahill

Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

Dated: _____

John P. Flynn, Esq.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works
Mark Coviello, Town Engineer, Retired, Now Special Projects Manager
John DiGiacomo, Assistant Town Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 22, 2017

SUBJECT: CONTRACT AWARD
Roadway Improvements at Various Locations in Natick - 2017

On April 27, 2017, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to perform roadway improvements at various locations in the Town of Natick. Bids were received from three (3) bidders. (See attached.)

The lowest bidder, Lorusso Corporation, is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Lorusso Corporation for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$1,388,368.40, as provided for in Lorusso's bid. Mr. Coviello and I have reviewed the bids received and have checked the references and qualifications of Lorusso Corporation, which has performed other bid work admirably for Natick over the years.

Please advise if you have any questions or require additional information.

Bids Received: 04/27/17

Newspaper Advertisement (Metrowest Daily News): 03/24/17

Website & Town Hall Posting: 03/21/17

Central Register & COMMBUYS Posting: 03/29/17 & 03/21/17

Funding: 1. Chapter 90 – Mass. State Monies - \$1,250,000.00.
2. Natick Spring 2017 Town Meeting (Article 13, Item 11 – Capital) – Tax Levy Borrowing - Residual of contract (\$1,000,000 available from this item)

Bids Received: See attached.

DEPARTMENT OF PUBLIC WORKS • 75 WEST STREET • NATICK, MASSACHUSETTS 01760
TEL. 508-647-6550 • FAX. 508-647-6560 • WWW.NATICKMA.GOV

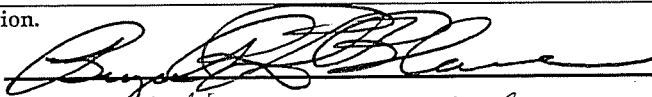
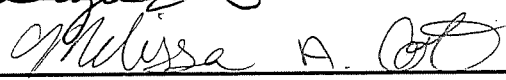
Town of Natick

IFB Opening Form

Bids - Roadway Improvements at Various Locations in Natick - 2017
Date & Time: April 27, 2017, 11:00 A.M. EDST

	Envelope Sealed & Marked	Bid Security 5% and Pre- qualification	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
Company Name											
Lorusso Corporation, Plainville, MA	x	x	x	x	x	x	x	Not with bid. *	x	x	\$1,388,368.40
P.J. Keating, Lunenburg, MA	x	x	x	x	x	x	x	x	x	x	\$1,396,104.80
D&R Paving, Melrose, MA	x	x	x	x	x	x	x	Not with bid.	x	x	\$1,404,311.60

* It is not statutorily required that the insurance certificate be provided WITH THE BID. Lorusso provided it immediately afterward, upon request. The omission in the bid package is treated as a minor informality, which the Town may waive under the logic of Peabody Constr. Co. Inc. v. City of Boston 28 Mass. App. Ct. 100, 103-104 (1987). There is no dispute that Lorusso had the requisite insurance at the time of bid submission.

CPO Signature:  4/27/17
Witness Signature:  Melissa A. O'D 4/27/17

Services Related to the Furnishing of Roadway Improvements at Various Locations - 2017
Bid Opening Results - April 27, 2017 @ 11:00 AM

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	D&R Paving		Lorusso Corp		P.J. Keating	
				UNIT \$	AMOUNT	UNIT \$	AMOUNT	UNIT \$	AMOUNT
1A	Bit. Conc. Binder Course	TONS	1,797	\$70.00	\$125,790.00	\$77.00	\$138,369.00	\$72.00	\$129,384.00
1B	Bit. Conc. Leveling Course	TONS	2,564	\$75.00	\$192,300.00	\$76.00	\$194,864.00	\$82.00	\$210,248.00
1C	Bit. Conc. Top Course	TONS	906	\$75.00	\$67,950.00	\$77.00	\$69,762.00	\$88.00	\$79,728.00
1D	Bit. Conc. Driveway Aprons, WC Ramps, & Sidewalks	TONS	1,859	\$145.00	\$269,555.00	\$130.00	\$241,670.00	\$130.00	\$241,670.00
1E	Trench Patch with 2.5 Inches of Binder	TONS	356	\$145.00	\$51,620.00	\$120.00	\$42,720.00	\$130.00	\$46,280.00
2	Reclaim Base Course	S.Y.	10,188	\$3.70	\$37,695.60	\$5.00	\$50,940.00	\$4.60	\$46,864.80
3	Single Treated Stone Chip Seal	S.Y.	28,756	\$2.50	\$71,890.00	\$3.00	\$86,268.00	\$2.50	\$71,890.00
4A	Granite Curbing Straight, Type VA4	L.F.	748	\$40.00	\$29,920.00	\$36.00	\$26,928.00	\$33.00	\$24,684.00
4B	Granite Curbing Curved, Type VA4	L.F.	1,610	\$45.00	\$72,450.00	\$45.00	\$72,450.00	\$34.00	\$54,740.00
4C	R&R Granite Curbing	L.F.	200	\$20.00	\$4,000.00	\$18.00	\$3,600.00	\$19.00	\$3,800.00
5	Mod. Bit. Conc. Cape Cod Berm	L.F.	4,646	\$4.00	\$18,584.00	\$4.30	\$19,977.80	\$4.00	\$18,584.00
6A	Cement Conc. Sidewalks and WC Ramps	S.Y.	840	\$60.00	\$50,400.00	\$65.00	\$54,600.00	\$64.00	\$53,760.00
6B	Cement Concrete Driveway Aprons	S.Y.	100	\$60.00	\$6,000.00	\$65.00	\$6,500.00	\$90.00	\$9,000.00
6C	Cast in Place, 2' x 3' Tactile Warning Panels	EACH	55	\$90.00	\$4,950.00	\$120.00	\$6,600.00	\$120.00	\$6,600.00
7A	Adjust Sewer and Drain Castings	EACH	140	\$275.00	\$38,500.00	\$215.00	\$30,100.00	\$270.00	\$37,800.00
7B	Adjustment Water Gate Box Castings	EACH	50	\$175.00	\$8,750.00	\$180.00	\$9,000.00	\$200.00	\$10,000.00
7C	Rebuild Sewer and Drain Structures	V.F.	39	\$225.00	\$8,775.00	\$215.00	\$8,385.00	\$200.00	\$7,800.00
7D	Remodeled Sewer and Drain Structures	EACH	17	\$600.00	\$10,200.00	\$315.00	\$5,355.00	\$150.00	\$2,550.00
8	Processed Gravel for Sub-Base	C.Y.	774	\$10.00	\$7,740.00	\$0.01	\$7.74	\$20.00	\$15,480.00
9A	Earth Excavation	C.Y.	1,186	\$40.00	\$47,440.00	\$0.01	\$11.86	\$30.00	\$35,580.00
9B	Class A Rock Excavation	C.Y.	2	\$150.00	\$300.00	\$150.00	\$300.00	\$1,000.00	\$2,000.00
9C	Trench Excavation	C.Y.	380	\$30.00	\$11,400.00	\$34.00	\$12,920.00	\$30.00	\$11,400.00
10	Loam and Seed Borders	S.Y.	8,160	\$6.50	\$53,040.00	\$9.00	\$73,440.00	\$7.50	\$61,200.00
11	Calcium Chloride- Dust Control	LBS	6,200	\$0.01	\$62.00	\$3.00	\$18,600.00	\$0.01	\$62.00
12	Natick Police Details	M.H.	4,300	\$50.00	\$215,000.00	\$50.00	\$215,000.00	\$50.00	\$215,000.00
				Total:	\$1,404,311.60	Total:	\$1,388,368.40	Total:	\$1,396,104.80

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

This Contract is made this thirtieth day of May, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by and through the Natick Board of Selectmen (hereinafter the "Town of Natick" or "the Town") and Lorusso Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at Three Belcher Street, Plainville, MA 02762 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations - 2017, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2017 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 30, 2017. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 30, 2017.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments and retainage shall be calculated and paid according to the IFB.

This Contract is a fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick,

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

amount of \$1,000,000/\$1,000,000/\$1,000,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer,

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

party in accordance with this Section.

If to the Town: Martha L. White, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: President
Lorusso Corporation
Three Belcher Street
Plainville, MA 02762.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

- u. This Contract is executed in triplicate as a sealed instrument.

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Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

The Town of Natick, Massachusetts

Lorusso Corporation

by: the Natick Board of Selectmen

by:

Jonathan H. Freedman, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey

Amy K. Mistrot

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Virginia W. Cahill
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

John P. Flynn, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations - 2017

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Title)

(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

**SERVICES RELATED TO
THE FURNISHING OF ROADWAY IMPROVEMENTS
AT VARIOUS LOCATIONS - 2017**

April 4, 2017

BIDS DUE:

April 27, 2017, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

**Town of Natick
c/o Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438**

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for **Services Related to The Furnishing of Roadway Improvements at Various Locations - 2017**. Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Thursday April 6, 2017. Sealed Bids will be received until **11:00A.M., local time, April 27, 2017**, at the Department of Public Works, 75 West Street, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$397.50 per ton. The base price for diesel fuel is \$2.089 per gallon and for gasoline is \$1.894 per gallon.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter "the Town of Natick" or "the Town"), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2016.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Thursday April 6, 2017.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Thursday on April 20, 2016. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2017" shall be received by 11:00 A.M. local time, April 27, 2017, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick **will not** reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if his/her/its Bid is accepted, then it shall enter into a Contract with the Town of Natick which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2017". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional

information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Thursday on April 20, 2017. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: bleblanc@natickma.org or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

Section 3. Background & Specifications

A. Locations of Road Improvements in the Work

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

Avon Lane

See attached plan entitled "Roadway Improvements at Various Location -2017, Avon Lane" Sheet 1 & 2.

Barnesdale Road

See attached plan entitled "Roadway Improvements at Various Location -2017, Barnesdale Road." Sheet 3 to 6.

Buckingham Road

See attached plan entitled "Roadway Improvements at Various Location -2017, Buckingham Road." Sheet 7.

Cheryl Road

See attached plan entitled "Roadway Improvements at Various Location -2017, Cheryl Road" Sheet 8.

Doncaster Drive

See attached plan entitled "Roadway Improvements at Various Location -2017, Doncaster Drive" Sheet 9.

Greenwood Road

See attached plan entitled "Roadway Improvements at Various Location -2017, Greenwood Road" Sheet 10 & 11.

Lynn Street

See attached plan entitled "Roadway Improvements at Various Location -2017, Lynn Street" Sheet 12.

Nottingham Road

See attached plan entitled "Roadway Improvements at Various Location -2017, Nottingham Road." Sheet 13 & 14.

Sherwood Road

See attached plan entitled "Roadway Improvements at Various Location -2017, Sherwood Road." Sheet 15 to 17.

Surrey Lane

See attached plan entitled "Roadway Improvements at Various Location -2017, Surrey Lane" Sheet 18 to 20.

Wethersfield Road

See attached plan entitled "Roadway Improvements at Various Location -2017, Wethersfield Road" Sheet 21 to 24.

B. Performance Standards Applicable to the Work

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.

Item No. 1A through Item No. 1E

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

Item No. 2

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. Included in the unit bid price shall be all costs associated with the delivery of all excess pulverized materials to the Town of Natick gravel pit at 17 Oak Street.

Item No. 3

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications".

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

Item No. 4A through Item No. 4C

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

Item No. 5

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".

Item No. 6A through Item No. 6C

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.

Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 3 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 33538 (Federal Yellow). The panels shall be installed in accordance with the manufacture's recommendations.

Item No. 7A through Item No. 7D

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

Item No. 8

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

Processed gravel for sub-base will be paid for at any specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

Item No. 9A through No. 9C

The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.

Item No. 10

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete in-place, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

Item No. 11

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

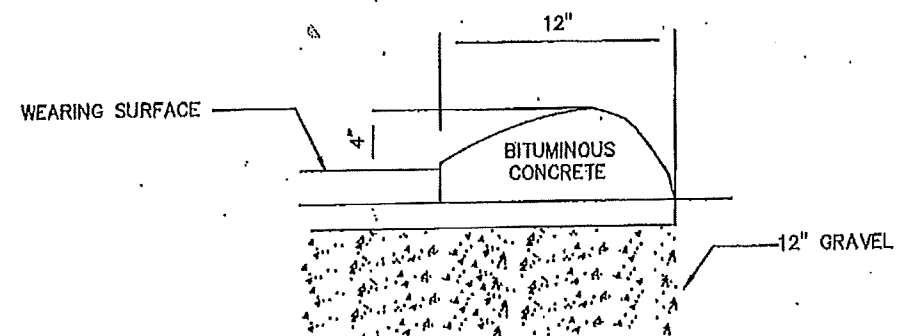
The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

Item No. 12

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are

mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor **shall not** reimburse any town or police department for administration, processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.



MODIFIED CAPE COD BERM DETAIL

(NO SCALE)

TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS — ENGINEERING DIVISION
75 WEST STREET, NATICK, MA 01760

Detail Number:
R-1.3

Detail Name:
Bituminous Berm

Date Last Updated:
02/01/2011

**Stone Seal (Treated)
Specifications**

SCOPE OF WORK

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

DETAILED REQUIREMENTS

Materials

a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex), RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.

	Anionic	Cationic
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/ 24 +/- 2)	(76 +/- 2/ 24 +/- 2)
Solids, min %	67	59
Solids, min lbs/gal	5.2	4.8
Coagulum	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Visc. (Model RVT, #3 Spindle @ 20 RPM)	800-2000	5000 max
Mechanical Stability	Excellent	Excellent

c. Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

Required Stone Gradation	
9.5 mm (3/8" Stone)	
Sieve Size	% Passing
12.5 mm (1/2")	100
9.5 mm (3/8")	85-100
6.3 mm (1/4")	10-60
4.75 mm (#4)	0-25
2.36 mm (#8)	0-5

Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

Material Quantities

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

a. Asphalt Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

b. Asphalt Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

Construction Methods

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

Immediately prior to the application of asphalt materials, Highway Department personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones

Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

f. Traffic Control

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

g. Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

Loam and Seed Borders

SCOPE OF WORK

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

MATERIALS

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp much, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:

	10-6-4	8-6-4	7-7-7
Nitrogen	10% min	8% min	7% min
Avail. Potash Acid	6% min	6% min	7% min
Water Soluble Potash	4% min	4% min	7% min

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Min.	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

METHOD OF CONSTRUCTION

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloam, regrade, and reseed any area which in its opinion of the Engineer requires such.

METHOD OF MEASUREMENT

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

BASIS OF PAYMENT

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.

C. Notice to Owners of Utilities

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551
John Digiacomio, Assistant Town Engineer

Natick Police Department 508-647-9550
Natick Fire Department 508-647-9550

Eversource Gas
Chris Howard
157 Cordaville Road
Southborough, MA 01772
508-305-6822

Eversource Electric
Christine Cosby
157 Cordaville Road
Southborough, MA 01772
508-305-6989

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780
Karen Nunes, 508-828-6437

COMCAST
330 Billerica Road
Chelmsford, MA 01824
Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.

The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

D. Protection of Utilities and Property

The Successful Bidder, in constructing or installing facilities alongside or near storm drains, gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, shall, at his/her/its expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Successful Bidder shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his/her/its acts or elect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder shall promptly notify the utility owner and shall, if requested by the Town Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Successful Bidder may be repaired by the Town or by the utility owner who suffers the loss. The cost of such repair shall be borne by the Successful Bidder, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

E. Provisions for Travel and Prosecution of the Work

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

F. Public Safety and Convenience

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

G. Protection and Restoration of Properties

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

H. Property Bounds

The Successful Bidder shall exercise due care when working around all property bounds, which are to remain. Should any damage to a bound result from the actions of the Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

I. Traffic Control

A minimum of two travel lanes shall be provided during non-working hours. Traffic may be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

J. Work Done by Others

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

K. Disposal of Surplus Excavated Materials

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

L. Safety and Health Regulations

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for

each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and is not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

M. Successful Bidder's Personnel

The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone and cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Natick and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

N. Environmental Conditions

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permit the placement of concrete already on-site or in transit, provided that the Successful Bidder has already on hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, as noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery of concrete to the site shall be timed to allow for finishing all work during daylight hours.

O. Traffic Police

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

P. Monthly Price Adjustments

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$397.50 per ton.

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.089 per gallon and for gasoline is \$1.894 per gallon.

MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the Mass Highway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

New Asphalt Period Price Method

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication

date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the SUCCESSFUL BIDDER or repayment to the Town, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED FUEL FACTORS

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1
(Both Factors used)
0.29 Gallons / CY for Diesel
0.15 Gallons / CY for Gasoline

Surfacing Work:
All Items containing Hot Mix Asphalt
2.90 Gallons / Ton for Diesel
Does Not Apply for Gasoline

Q. Measurement and Payment

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and approved.

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:

1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

R. Contract Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 30, 2017. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 30, 2017.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
2. A fully executed Certificate of Non-Collusion. (Appendix 2)
 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
 6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
 7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
 8. A full executed Certificate of Non-Debarment. (Appendix 8)
 9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
 10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
 11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
 12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2017" shall be received by 11:00A.M., local time, April 27, 2017, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts

General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent

applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

The Successful Bidder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 9. Indemnification

The Successful Bidder shall assume the indemnification responsibilities described in the Contract which is a part of this IFB and is incorporated herein by reference.

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town.

Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Section 14. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall, subject to his/her/its confidentiality and privacy obligations owing to his/her/its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

**APPENDIX 1
TOWN OF NATICK
BID FORM
(9 pages)**

The undersigned hereby submits a sealed bid for the furnishing of Roadway
Improvements at Various Locations - 2017.

Printed Name of Bidder:

LORUSSO CORP.

Address: 3 BELCHER ST

PLAINVILLE MA 02762

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid
Work, for the price shown below:

Total Price in Words: One Million Three Hundred Eighty Eight
Thousand Three Hundred Sixty Eight Dollars
Forty Cents

Total Price in Numbers: 1,388,368.40

Unit Prices, which will not be directly used for purposes of award, are as shown on the following
pages:

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton. <u>Seventy Seven</u> Dollars and <u>no</u> Cents (\$ <u>77.00</u>)	1,797 Tons	\$ <u>138369.00</u>
1B.	Bit. Conc. Leveling Course, per ton. <u>Seventy Six</u> Dollars and <u>no</u> Cents (\$ <u>76.00</u>)	2,564 Tons	\$ <u>194864.00</u>
1C.	Bit. Conc. Top Course, per ton. <u>Seventy Seven</u> Dollars and <u>no</u> Cents (\$ <u>77.00</u>)	906 Tons	\$ <u>69762.00</u>
1D.	Bit. Conc. Driveway Aprons, Wheelchair Ramps, & Sidewalks, per ton. <u>One Hundred Thirty</u> Dollars and <u>no</u> Cents (\$ <u>130.00</u>)	1,859 Tons	\$ <u>241670.00</u>
1E.	Trench Patch with 2.5 Inches, of Binder, <u>One Hundred Seventy</u> Dollars and <u>no</u> Cents (\$ <u>120.00</u>)	356 Tons	\$ <u>42720.00</u>
2.	Reclaim Base Course, per square yard <u>Five</u> Dollars and <u>no</u> Cents (\$ <u>5.00</u>)	10,188 S.Y.	\$ <u>50940.00</u>

UNIT OR LUMP SUM ITEM PRICE BID IN BOTH NO. WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
3. Single Treated Stone Chip Seal, per square yard <u>Three</u> Dollars and <u>no</u> Cents (\$ <u>3.00</u>)	28,756 S.Y.	\$ <u>86268.00</u>
4A. Granite Curbing Straight, Type VA4, per linear foot <u>Thirty Six</u> Dollars and <u>no</u> Cents (\$ <u>36.00</u>)	748 L.F.	\$ <u>26928.00</u>
4B. Granite Curbing Curved, Type VA4, per linear foot <u>Forty Five</u> Dollars and <u>no</u> Cents (\$ <u>45.00</u>)	1,610 L.F.	\$ <u>72450.00</u>
4C. R & R Granite Curbing, per linear foot <u>Eighteen</u> Dollars and <u>no</u> Cents (\$ <u>18.00</u>)	200 L.F.	\$ <u>3600.00</u>
5. Bit. Conc. Berm, per linear foot <u>Four</u> Dollars and <u>Thirty</u> Cents (\$ <u>4.30</u>)	4,646 L.F.	\$ <u>19977.80</u>
6A. Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard <u>Sixty Five</u> Dollars and <u>no</u> Cents (\$ <u>65.00</u>)	840 S.Y.	\$ <u>54600.00</u>

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6B.	Cement Concrete Driveway Aprons, per square yard <u>Sixty five</u> Dollars and <u>no</u> Cents (\$ <u>65.00</u>)	100 S.Y.	\$ <u>6500.00</u>
6C.	Cast in Place, 2'x3' Tactile Warning Panels, per each <u>One Hundred Twenty</u> Dollars and <u>no</u> Cents (\$ <u>120.00</u>)	55 EA.	\$ <u>6600.00</u>
7A.	Adjustment Sewer & Drain Castings, per each <u>Two Hundred Fifteen</u> Dollars and <u>no</u> Cents (\$ <u>215.00</u>)	140 EA.	\$ <u>30100.00</u>
7B.	Adjustment Water Gate Box Castings, per each <u>One Hundred Eighty</u> Dollars and <u>no</u> Cents (\$ <u>180.00</u>)	50 EA.	\$ <u>9000.00</u>
7C.	Rebuild Sewer & Drain Structures, per vertical foot <u>Two Hundred Fifteen</u> Dollars and <u>no</u> Cents (\$ <u>215.00</u>)	39 V.F.	\$ <u>8385.00</u>
7D.	Remodeled Sewer & Drain Structures, per each <u>Three Hundred Fifteen</u> Dollars and <u>no</u> Cents (\$ <u>315.00</u>)	17 EA.	\$ <u>5355.00</u>
8.	Processed Gravel for Sub-Base, per cubic yard <u>no</u> Dollars and <u>One</u> Cents (\$ <u>.01</u>)	774 C.Y.	\$ <u>7.74</u>

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
9A.	Earth Excavation, per cubic yard <u>No</u> Dollars and <u>One</u> Cents (\$ <u>.01</u>)	1,186 C.Y.	\$ <u>11.86</u>
9B.	Class A Rock Excavation, per cubic yard <u>One Hundred Fifty</u> Dollars and <u>No</u> Cents (\$ <u>150.00</u>)	2 C.Y. *	\$ <u>300.00</u>
9C.	Trench Excavation, per cubic yard <u>Thirty Four</u> Dollars and <u>No</u> Cents (\$ <u>34.00</u>)	380 C.Y.	\$ <u>12920.00</u>
10.	Loam & Seed Borders, per square yard <u>Nine</u> Dollars and <u>No</u> Cents (\$ <u>9.00</u>)	8,160 S.Y.	\$ <u>73440.00</u>
11.	Calcium Chloride - Dust Control per pound <u>Three</u> Dollars and <u>No</u> Cents (\$ <u>3.00</u>)	6,200 LBS	\$ <u>18600.00</u>
12.	Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	4,300 MH*	<u>\$215,000.00</u>

* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status).
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

William E. STEARNS III

C.O.O.

Printed Title

4/27/17

Date

If a Corporation:
Full Legal Name

LORUSSO CORPORATION

Officers of Corporation and Addresses

GERARD C. LORUSSO, PRES, TREA., Clerk

3 BELCHER ST

PLAINVILLE MA 02762

State of Incorporation MASS

Principal Place of Business _____

3 BELcher ST

PLAINVILLE MA 02762

Telephone Number 508 695-3252

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

3 BELcher ST

PLAINVILLE MA 02762

Telephone Number 508 695-3252

Full Legal Name of Surety Company

TRAVELERS CASUALTY & SURETY Co of America

Principal Place of Business of Surety Company

HARTFORD, CT 06183

Telephone Number 781 817-8440

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

350 GRANITE ST

BRAINTREE, MA 02184

Telephone Number 781 817-8440

Appendix 2
CERTIFICATE OF NON-COLLUSION

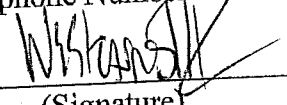
The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club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

LORUSSO CORPORATION
Name of Bidder

3 BELCHER ST
Address of Bidder

PLAINVILLE MA 02762

508 695-3252
Telephone Number

By: 
(Signature)

William E. STEARNS III
Printed Name

C.O.O.
Printed Title

4/27/17
Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

LORUSSO CORP.
Name of Bidder

3 BELCHER ST
Address of Bidder

PLAINVILLE MA 02762

508 695-3252
Telephone Number

By: [Signature]
(Signature)

William E. STEARNS III
Printed Name

C.O.O.
Printed Title

4/27/17
Date

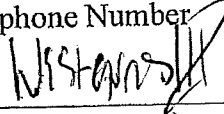
Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

LORUSSO CORP.
Name of Bidder
3 BELCHER ST
Address of Bidder
PLAINVILLE MA 02762

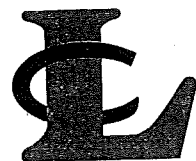
508 695-3252
Telephone Number

By: 
(Signature)

WILLIAM E. STEARNS III
Printed Name

C.O.O.
Printed Title
4/27/17
Date

CORPORATE OFFICE
3 BELCHER STREET
PLAINVILLE, MA 02762
(508) 695-3252
FAX (508) 699-2387
WWW.LORUSSOCORP.COM



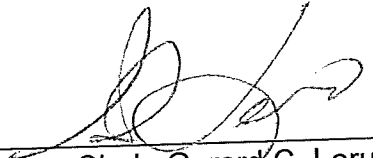
LORUSSO CORP.

PLAINVILLE • NORWOOD • ATTLEBORO

BITUMINOUS CONCRETE
CRUSHED STONE
SAND & GRAVEL
RECYCLED AGGREGATES
SCREENED LOAM
PAVING & CONSTRUCTION

At a regularly called meeting of the Board of Directors of the Lorusso Corporation held on January 4, 2017 at which a quorum was present, it was voted, that William E. Stearns III, Chief Operating Officer of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such Vice President under seal of this company shall be valid and binding upon this company.

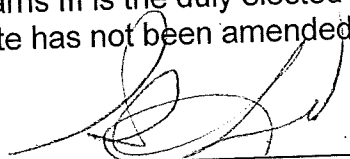
A true copy
ATTEST:


Clerk Gerard C. Lorusso
Massachusetts Corporation

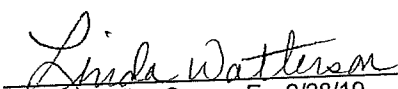
Place of business 3 Belcher Street Plainville, MA 02762

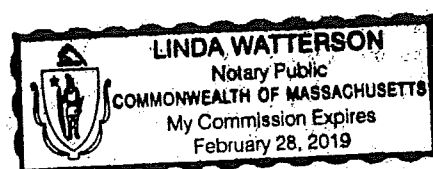
I hereby certify that I am the clerk of the

Lorusso Corporation that William E. Stearns III is the duly elected Chief Operating Officer of said company, and that the above vote has not been amended or rescinded and remains in full force and as of the date.


Clerk Gerard C. Lorusso
Massachusetts Corporation

Then personally appeared the above named and acknowledged the foregoing instrument to be his free act and deed before me.


Notary Public Comm. Ex. 2/28/19



Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.



Charles D. Baker, Governor
Karyn E. Pollito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tynan, Administrator



LORUSSO CORPORATION
3 BELCHER STREET
PLAINVILLE, MA 02762

July 20, 2016
Prequalification Certificate No L053-38

Dear Contractor:

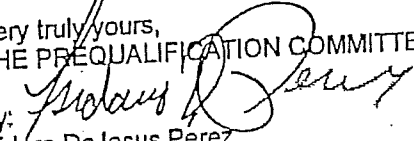
In accordance with the Regulations Governing Prequalification of Contractors, as approved by the Massachusetts Department of Transportation Prequalification Committee, you are hereby notified that the following class(es) of work and Single Contract Limits (if applicable) have been assigned to you as of the date of this letter. If in the opinion of the Committee you failed to submit proper documentation or have not demonstrated the ability to perform all classes of work requested then you were denied Prequalification Status for that class(es) of work.

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Bridge - Culverts	\$375,000.00	Drainage	\$2,600,000.00
Highway - Bike Paths	\$6,000,000.00	Highway - Construction	\$6,000,000.00
Highway - Sidewalk And Curbing	\$6,000,000.00	Pavement - Milling And Cold Planing	\$1,200,000.00
Pavement - Surfacing	\$9,200,000.00	Sewer and Water	\$2,600,000.00

Bonding Capacity \$90,000,000.00 Bond Single Limit \$40,000,000.00 Expiration Date 7/31/2017

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until July 31, 2017 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to prequal.r109@state.ma.us.

Contractors may only obtain an Official Compact Disc (CD) for work in the categories for which they are listed on this certificate. Upon approval, the official bidder shall be entitled to receive an officially numbered compact disc (CD) containing the plans and specifications.

Very truly yours,
THE PREQUALIFICATION COMMITTEE
By: 
Isidoro DeJesus Perez
Acting Director of Construction Prequalification

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

LORUSSO CORP.
Name of Bidder

3 BELCHER ST
Address of Bidder

PLAINVILLE MA 02762

508 695-3252
Telephone Number

By: W. STEARNS III
(Signature)

WILLIAM E. STEARNS III
Printed Name

C.O.O.
Printed Title

4/27/17
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

LORUSSO CORP.
Name of Bidder

33 BELCHER ST
Address of Bidder

PLAINVILLE MA 02762

508 695-3252
Telephone Number

By: W. Stearns
(Signature)

WILLIAM E. STEARNS III
Printed Name

C.O.O.
Printed Title

4/27/17
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

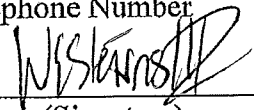
The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

LORUSSO CORP.
Name of Bidder

3 BELCHER ST
Address of Bidder

PLAINVILLE, MA 02762

508 695-3252
Telephone Number

By: 
(Signature)

William E. STEARNS III
Printed Name

C.O.O.
Printed Title

4/27/17
Date

WORK EXPERIENCE

OWNER	PROJECT	COMP DT	AMT	CONTACT AND PHONE
MassDOT	INTERSECTION IMPROVEMENTS BROCKTON	5/30/2012	976,890.00	CHRIS SERA 508 824-6633
CITY OF QUINCY	ROAD IMPROVEMENTS VARIOUS STREETS	5/30/2012	\$1,497,988.00	JOE GUERINO 617 376-1904
TOWN OF NATICK	ROADWAY IMPROVEMENTS VARIOUS STREETS	6/30/2012	\$866,937.00	MARK COVIELLO 508 245-2535
TOWN OF BELLINGHAM	ROADWAY IMP BLACKSTONE ST, FARIWAY DR	8/31/2012	\$624,666.00	DAN DRAKE 508 962-4128
MassDOT	MEDIAN BARRIER RECONSTRUCTION	11/7/2012	\$338,894.00	BRYAN LEWIS 774-292-2084
CITY OF BOSTON	2012 ROADWAY RESTORATION & REPAIR	11/30/2012	\$3,648,518.00	DAVID MALLEN 617 635-4963
TOWN OF FRAMINGHAM	ROADWAY RECONSTRUCTION	11/30/2012	\$2,195,085.00	DAN NAU 508 532-6032
BOSTON WATER & SEW	RESURFACING VARIOUS LOCATIONS	11/30/2012	\$3,939,742.00	IRENE MC SWEENEY 617 979-7000
TOWN OF FRAMINGHAM	ARTHUR ST / CHOUTEAU ST RECONSTRUCTION	11/15/2013	\$1,300,000.00	JERRY RAY 603 856-3162
CITY OF QUINCY	VARIOUS ROADWAY IMPROVEMENTS	12/15/2013	\$1,500,000.00	JOE GUERINO 617 376-1904
TOWN OF SCITUATE	PERMANENT TRENCH PATCH REPAIRS	5/20/2014	\$43,049.00	JIM DEBARROS 781 858-7378
CITY OF BOSTON	MAJOR RDWY RESTORATION & REPAIR	6/18/2014	\$8,739,463.00	KATIE CHOE 617 635-4963
CITY OF BOSTON	UTILITY REPAIR IN ALL AREAS BOSTON	6/18/2014	\$4,383,178.00	KATIE CHOE 617 635-4963
TOWN OF FRAMINGHAM	ARTHUR ST & CHOUTEAU AVE RDWY RECON	6/1/2014	\$1,200,000.00	TAM NGUYEN 508 532-6040
CITY OF BOSTON	ASPHALT RESURFACING IN AREA II	8/6/2014	\$1,073,053.00	KATIE CHOE 617 635-4963
TOWN OF EASTON	ROADWAY PATCHING 2014	9/5/2014	\$173,748.00	DAVID FIELD 508 230-0800
TOWN OF HULL	PERMANENT TRENCH PATCH REPAIRS	9/19/2014	\$146,806.00	JIM STIGLIANI 781 925-0900
TOWN OF NATICK	ROADWAY IMPROVMENTS VARIOUS STREET	9/23/2014	\$1,041,970.00	WILLIAM CHENARD 508 647-6550
TOWN OF BELLINGHAM	ISOLATED SURFACE COURSE MILLING & PAVING	11/14/2014	\$309,442.00	DON DIMARTINO 508 966-5816
TOWN OF BRAINTREE	PERMANENT TRENCH PATCH REPAIRS	11/21/2014	\$117,000.00	BOB CAMPBELL 781 794-8012
TOWN OF NEEDHAM	LINCOLN ST MUNICIPAL PRK LOT CONSTRUCTION	11/1/2014	\$782,000.00	STEVE NEADEAU 781 455-7550
BOSTON WATER & SEW	PERMANENT STREET EXCAVATION REPAIR	12/17/2014	\$735,360.00	STEVE CALLAHAN 617 989-7438
CITY OF BOSTON	UTILITY REPAIR ALL AREAS	12/31/2014	\$4,940,632.00	KATIE CHOE 617 635-4963
D'AMATO CONST CO	FINE GRADE AND PAVE	11/30/2015	\$335,285.00	TOM D'AMATO 860 583-3489
TOWN OF FRAMINGHAM	ROADWAY RECONSTRUCTION	12/31/2015	\$1,279,000.00	DAVID IVANY 508 532-6095
TOWN OF MEDWAY	ASPHALT RESURFACING	12/31/2015	\$1,234,603.71	BOB MC GEE 508 533-3275
TOWN OF WESTWOOD	ROADWAY RESURFACING VARIOUS AREAS	4/30/2015	\$1,060,966.68	TODD KORCHIN 781 326-1037
CITY OF BOSTON	CAPITAL MAJOR RDWY REST CONT 40568	12/31/2015	\$7,474,612.00	KATIE CHOE 617 635-4963
CITY OF BOSTON	UTILITY REPAIR ALL AREAS CONT 40613	12/31/2015	\$5,447,991.25	KATIE CHOE 617 635-4963
TOWN OF BELLINGHAM	PULASKI BLVD MILL & PAVE	8/31/2016	\$436,580.12	DON DIMARTINO 508 966-5816
TOWN OF FRAMINGHAM	CORBURNVILLE AREA RDWY & SIDWLK IMP	6/30/2016	\$2,790,670.69	TAM NGUYEN 508 532-6040
CITY OF BOSTON	CAPITAL MAJOR RDWY REST CONT 42073	12/31/2016	\$4,643,722.25	KATIE CHOE 617 635-4963

WORK ON HAND					
OWNER	PROJECT	COMP. DATE	DOLLARS REMAINING	CONTACT	
CITY OF NEWTON	RDWY CONST VARIOUS STREETS 2016	6/30/17	\$940,000.00	GREGORY SWAN	617-796-1032
TOWN OF NEEDHAM	ROADWAY REHAB.	12/31/18	\$242,000.00	RHAIN HOYLAND	781-455-7548
TOWN OF MARLBORO	MILL & OVERLAY 2016-07	6/30/17	\$111,200.00	RON LaFRENIERE	508-624-6910
TOWN OF MANSFIELD	ROADWAY REPAIRS 2017	6/30/17	\$151,300.00	MARK COOK	508-9228388
TOWN OF DEDHAM	RDWY CONST VARIOUS STREETS	6/30/17	\$979,500.00	JOSEPH FLANAGAN	781-326-1550
BOSTON WATER & SEWER	PERMANENT PATCH REPAIRS	12/31/17	\$4,373,227.00	IRENE WOODFALL	617-989-7000
TOWN OF NATICK	ROAD IMPROVMENTS COTTAGE ST	12/31/17	\$2,489,000.00	BRYAN LE BLANC	508-647-6438

Equipment Listing		
Description	ID	Category
2005 Chevy LD Pick-Up	0003	Pickups
1993 Chevy Fleetside	0129	Pickups
1989 Ford Chasscab Water Truck	0161	Other Trucks
2003 Chevy Silverado XCab	0173	Pickups
2004 Chevy Silverado Pickup	0175	Pickups
2013 Chevy Silverado 1500	0177	Pickups
2005 Chevy Silverado Pickup	0178	Pickups
2005 Chevy Silverado 1500 4WD	0179	Pickups
2005 Chevy Silverado	0182	Cars / Passenger Vehicles
2005 Chevy Solverado	0184	Pickups
2006 Chevy Silverado Plow/Serv Pickup W	0185	Pickups
2008 Chevy Silverado 4x4 Xcab	0188	Pickups
2010 Chevy Silverado	0193	Pickups
2010 Chevy Silverado	0195	Cars / Passenger Vehicles
2011 Chevy Silverado	0197	Pickups
2011 Chevy Silverado Pick-Up	0198	Pickups
1995 Chevy Rack	0205	Pickups
1999 Ford Chassis Cab	0215	Pickups
2000 Ford F550	0216	Pickups
2007 Chevy Xpress Box Truck	0217	Other Trucks
2000 Chevy PU Cab&Chassis	0218	Utility Trucks - Light
2000 Chevy 2WD Rack Truck	0220	Pickups
2005 Chevy PU	0223	Utility Trucks - Light
2005 Chevy PU	0224	Utility Trucks - Light
2007 Ford F550	0225	Pickups
2008 Ford F450 Weld/Service Truck	0226	Other Trucks
2008 Ford Dump Truck W/plow	0227	Semi Dump
2011 GMC 3500 HD 2WD Reg Cab 12' Ra	0228	Utility Trucks - Medium
2011 GMC 3500 HD 2WD Reg Cab 12' Ra	0229	Utility Trucks - Medium
2012 Chevy Crew Truck	0230	Utility Trucks - Medium
2013 Chevy Silverado W/Plow	0232	Pickups
2014 Hino Compressor Truck	0318	Compressors
DUMP W/PLOW	0319	Utility Trucks - Medium

Description	ID	Category
Autocar Tractor	035A	Tractors
2000 Mack RD688S Tractor	0764	Tractors
1999 Mack Dump Trk CL700	0765	Triaxles
2003 Mack RD688S Rolloff	0766	Tractors
2006 Kenworth T800	0767	Triaxles
2006 Kenworth T800	0768	Triaxles
Diesel Fuel Tank	9214	Mounted Fuel Tanks
Diesel Fuel Tank	9218	Mounted Fuel Tanks
Diesel Fuel Tank	9223	Mounted Fuel Tanks
Diesel Fuel Tank	9224	Mounted Fuel Tanks
Diesel Fuel Tank	9228	Mounted Fuel Tanks
Diesel Fuel Tank	9229	Mounted Fuel Tanks
Diesel Fuel Tank	9300	Mounted Fuel Tanks
Balderson Broom Attachment	ATT05	Attachments
Balderson Broom Attachment	ATT06	Attachments
1992 CAT 235D Excavator	B12	Backhoes
XL-4200 Crawler Gradall	B30	Backhoes
1996 CAT 320B Exc	B37	Backhoes
2004 John Deere 270CLC Exc	B46	Backhoes
2005 John Deere 330CLC Exc	B47	Backhoes
2006 Volvo EC 460 LC Exc	B48	Backhoes
2006 Volvo EC360BLC Exc	B49	Backhoes
2014 John Deer 470GLC Excavator	B50	Backhoes
2002 CAT 420D	B60	Backhoes
2013 John Deere 310SK Backhoe Loader	B63	Backhoes
2013 John Deere 310SK Backhoe Loader	B64	Backhoes
Mini Excavator	B81	Loaders
1979 Ingersoll Rand Bog Harrow	BH01	Bog Harrow
8' CAT Manual Angle Power Curber	BRM06	Miscellaneous Equipment
I-R Air Compressor	CO23	Compressors
I-R Air Compressor	CO24	Compressors
2006 Grove Crane RT650E; 50 Ton RT	CR36	Cranes
1996 CAT D4C Dozer	D17	Dozers
2002 CAT D5M	D25	Dozers

Description	ID	Category
CAT D350E ADT 1996	ED62	End Dumps
Used CAT 773B End Dump	ED63	End Dumps
Used CAT 773B End Dump	ED64	End Dumps
D350E ADT	ED65	End Dumps
2006 Deer 350D ADT Truck	ED66	End Dumps
1999 CAT 500KW Generator	GE32	Generators
1977 CAT 14G Grader	GR30	Graders
2002 NPK E220 Hammer	HH05	Hydraulic Hammers
Kent 8000# Hyd Hammer	HH07	Hydraulic Hammers
1996 Melroe Bobcat Loader	L02	Bobcats / Skid Steer Loaders
Skid Steer Loader 226	L105	Bobcats / Skid Steer Loaders
CAT 226 Loader	L107	Loaders
2004 CAT 236 Skid Steer Loader	L109	Bobcats / Skid Steer Loaders
Bobcat Skid Steer	L110	Bobcats / Skid Steer Loaders
2006 CAT Multi-Tier Loader 277B	L112	Bobcats / Skid Steer Loaders
Cat 236 Skid Steer; Rubber Track	L113	Bobcats / Skid Steer Loaders
2006 CAT 226B Skid Steer	L114	Loaders
2014 Milton CAT Skid Steer Loader	L115	Loaders
2003 CAT 980G2 Wheel Loader	L37	Loaders
2006 CAT 980H Wheel Loader	L38	Loaders
2006 844J John Deere Loader	L39	Loaders
2009 980H Wheel Loader	L40	Loaders
Milton CAT 966K Wheel Loader	L41	Loaders
2014 John Deere 844K Loader	L42	Loaders
1994 I-R Lite Tower L-8	LT02	Light Towers
I-RL6 Lite Tower	LT112	Light Towers
Stow CM9H Conc Mixer	MX19	Utility Trailers
2011 Vogeles Super 700 Paver	P90	Pavers
2005 CAT PA655C 8' Paver	P91	Pavers
2011 Cat 655D Paver	P92	Pavers
2007 CAT CB214E Vibrating Roll	R125	Rollers
2007 CAT CB214E Vibrating Roll	R126	Rollers
2007 CAT CB22 39" Double Drum Vibratin	R127	Rollers
2013 CAT CB22 39" Double Drum Vibratin	R128	Rollers

Description	ID	Category
Wacker RT82-SC Trench Roller	R201	Rollers
Ferguson 5-7 Ton Roller	R62	Rollers
1978 BOMAG 51014	R63	Rollers
1983 BOMAG 10T Roller 51014A	R66	Rollers
1983 BOMAG 10T Roller 51014A	R67	Rollers
407 IR SD100B Roller	R69	Rollers
1987 Ferguson Roller #35A	R86	Rollers
2011 Cat CB54 Double Drum Vibratory Ro	R87	Rollers
2013 Hamm HD110K Roller	R88	Rollers
2012 WEILER C307 ROLLER	R89	Rollers
2005 Wirtgen W1200ft	RC03	Pavers
Wirtgen Milling Machine W120FI; 2014	RC04	Pavers
CAT 5080 Shovel	S22	Shovels
CBI Lrge Stump Shear	SS01	Backhoes
6' Bobcat Skid Steer Sweeper	SW02	Attachments
1988 Redi-Haul Pressure Washer	T08	Miscellaneous Equipment
1998 Homemade Welder Masslite	T09	Miscellaneous Equipment
2001 27' Alum Dump Trailer	T100	Dump Trailer
2001 27' Alum Dump Trailer	T101	Dump Trailer
2001 27' Alum Dump Trailer	T102	Dump Trailer
2001 27' Alum Dump Trailer	T103	Dump Trailer
2004 Fontaine Flat Platform Trailer	T251	Flatbed Trailers
2004 Fontaine Flat Platform Trailer	T252	Flatbed Trailers
2004 Fontaine Flat Platform Trailer	T253	Flatbed Trailers
2005 Fontain Flat Platform Trailer	T254	Flatbed Trailers
1984 General Trailer	T301	Tag Trailers
2013 Eager Beaver 25 Ton Tag Trailer	T41	Tag Trailers
2013 Eager Beaver 25 Ton Tag Trailer	T42	Tag Trailers
2003 East Tandem Dump Trailer	T43	Tag Trailers
EAST Tandem Dump Trailer	T44	Tag Trailers
2008 Trailstar Semi-Dump Trailer	T45	Tag Trailers
2008 Trailstar Semi-Dump Trailer	T46	Tag Trailers
2001 55 Ton TK110HDG Lowbed	T54	Lowbed Trailers
2010 Fontain Lowbed Trailer	T55	Lowbed Trailers

Description	ID	Category
1998 Flatbed Trailer	T57	Flatbed Trailers
1.5 Ton Nichols Utility Trailer	T71	Utility Trailers
5 Ton Trailer	T75	Tag Trailers
5 Ton Trailer	T78	Tag Trailers
2004 Nichols Utility Trailer	T85	Utility Trailers
2004 Nichols Utility Trlr	T86	Utility Trailers
2007 6 Ton Nichols Trlr	T87	Utility Trailers
2007 6 Ton Nichols Trls	T88	Utility Trailers
2007 6 Ton Nichols Trlr	T89	Tag Trailers
Portable Heater	T98	Miscellaneous Equipment
Hawk Trailer	T99	Tag Trailers
CAT IT28F	TC04	Loaders
2004 CAT IT28G Loader	TC05	Backhoes
Tack wagon	TT01	Tag Trailers
Ottowa Yard Tractor	Y06	Yard Trucks

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

This Contract is made this _____ day of _____, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and a corporation organized under the laws of Massachusetts, with a principal office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations - 2017, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2017 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 30, 2017. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 30, 2017.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments and retainage shall be calculated and paid according to the IFB.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due fifteen (15) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within fifteen (15) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees,

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or ratification by the Town of any breach hereof by the Contractor.

6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better;
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Martha L. White, Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: John P. Flynn, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents,

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations -- 2017

When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

by: (Printed Name of Contractor)

Richard P. Jennett, Jr., Chair

Signature

Nicholas S. Mabardy, Vice Chair

Printed Name

Jonathan Freedman, Clerk

Printed Title

John J. Connolly, Member

Dated:

Susan Salamoff, Member

Dated:

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Virginia W. Cahill
Comptroller, Town of Natick

Dated:

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

John P. Flynn, Esq.

Dated:

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2017

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 __, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20____ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

717304v1

TOWN OF NATICK, MASSACHUSETTS
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2017

NOTICE OF AWARD

To: BIDDER:
ADDRESS:

The Owner has considered the Bid submitted by you for the above described Work in response to the Invitation for Bids dated .

You are hereby notified that your Bid has been accepted in the amount of , based upon the total summation of lump sum prices, and/or unit prices based upon estimated quantities.

You shall comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by .

1. You shall deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You shall deliver with the executed Agreement, the Contract Security (Bonds - including both a fully-executed Performance Bond and a fully-executed Payment Bond - and Certificates of Insurance) as specified in the Invitation for Bids.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

Within ten (10) days after you comply with those conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

Dated this th day of .

By:

Signature of Owner's Representative

Printed Name

Printed Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____
(Contractor)
this _____ day of _____, 2017.

By _____
Authorized Signature

Printed Name

Printed Title

717305v1

TOWN OF NATICK, MASSACHUSETTS

NOTICE TO PROCEED

Dated

To:

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are required to achieve final completion on or before November 30, 2017.

OWNER: TOWN OF NATICK

By _____
(Authorized Signature)

Printed Name

Printed Title

ACCEPTANCE OF NOTICE
Receipt of the above Notice to Proceed is hereby acknowledged by

this the _____ day of _____ 2017.

By: _____
(Authorized Signature)

Printed Name

Printed Title

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

3 Belcher Street, Plainville, MA 02762

as Principal, hereinafter called the Principal,

and the Travelers Casualty and Surety Company of America

of 350 Granite Street, Braintree, MA 02184

the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

The Town of Natick

13 East Central Street, Natick, MA 01760

as Obligee, hereinafter called the Obligee,

in the sum of **Five Percent of Bid Amount**

Dollars (\$ 5% of Bid Amount) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Roadway Improvements at Various Locations - 2017

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of April, 2017

Lorusso Corporation

(Seal)

Principal

CH

Title

Travelers Casualty and Surety Company of America

By

~~Timothy P. Lyons~~, Attorney-in-Fact

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of April, 20 17

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Driscoll Agency, Inc. 93 Longwater Circle Norwell MA 02061	CONTACT NAME: PHONE (A/C, No, Ext): 781-421-2464 FAX (A/C, No): 781-421-2465 E-MAIL: tmatthews@driscollagency.com ADDRESS:
INSURED Town of Natick DPW 75 West Street Norwell MA 01760	INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC GENERAL INS CORP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1686621055 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner, Contracto <input checked="" type="checkbox"/> Protective Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A2CO12011700	3/16/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE; ROADWAY IMPROVEMENTS TO COTTAGE STREET TOWN OF NATICK
Town of Natick is Named Insured above.

CERTIFICATE HOLDER Town of Natick 75 West St Natick MA 01760	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TDA, Inc., The Driscoll Agency 93 Longwater Circle Norwell MA 02061	CONTACT NAME: Ted Matthews PHONE (A/C, No, Ext): 781-421-2464 E-MAIL: tmatthews@driscollagency.com ADDRESS:	FAX (A/C, No):
INSURED Lorusso Corp. 3 Belcher Street Plainville MA 02762	INSURER(S) AFFORDING COVERAGE INSURER A :Travelers Property Casualty Company of INSURER B :Old Republic General Ins Corp. INSURER C :Starr Indemnity & Liability Co. INSURER D : INSURER E : INSURER F :	NAIC # 25674 24139 38318

COVERAGES CERTIFICATE NUMBER: 262720256 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		A2CG02081705	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		A2CA02081705	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y		1000023367	1/1/2017	1/1/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	A2CW02081705	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Risks of Direct Physical Loss, 80% Coins. \$1,000 Deduct RC.			QT660221D3093TIL17	1/1/2017	1/1/2018	Leased/Rented Equipment 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE; Services related to Roadway improvements at various locations 2017.
Town of Natick is included as Additional Insured for General Liability, Automobile Liability, and Excess (Umbrella) Liability as required by a signed written contract or agreement with the Named Insured.
Notice of cancellation provision is 30 days, except 10 days applies for non-payment of premium.

CERTIFICATE HOLDER Town of Natick DPW 75 West Street Natick MA 01760	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ITEM TITLE: Director of Council On Aging
ITEM SUMMARY: a. COA Sub-Committee Report
b. COA By-Laws

ATTACHMENTS:

Description	Upload Date	Type
COA Housing Subcommittee Report-April 2017	5/25/2017	Cover Memo
Bylaws-Red line Version	5/25/2017	Cover Memo



Natick Council on Aging

Community Services Department

Susan Ramsey,
Director

April, 2017

Friends, Colleagues, Natick residents,

What follows is a copy of the Natick Council on Aging Board's 2016 Housing and Population Report; a document intended to explore our community's demographic shifts and its implications on resident housing needs.

With particular focus on the needs of those aging in our community, the report suggests a lack of affordable, accessible housing suitable for those who wish to age-in-place in Natick. The implications of this issue are most relevant at this time as Natick is crafting its Master Plan as well as considering a number of related zoning articles as a part of the spring 2017 Town Meeting.

It is our hope that the information will be helpful in making decisions for Natick's future.

This report was prepared by Bill Grome, a member of the Housing sub-committee of the Council on Aging Board, chaired by Richard Goldstein and Elaine Ostroff. It was approved by the COA Board at our March meeting. It has been vetted by Susan Ramsey, COA Director and Jemma Lambert, Community Services Director. Thank you Bill for all your hard work.

Harriet Merkowitz
Chair, Council on Aging Board

NATICK COUNCIL ON AGING 2016 HOUSING AND POPULATION REPORT

INTRODUCTION

It's a fact people are living much longer. Natick has a unique opportunity to integrate the needs of this extended longevity into its 2030 Comprehensive Plan.

This report answers the first long range planning question: "Where are we now?" and establishes predictable population numbers which help to answer the other two long range planning questions: "Where do we want to be in twenty years?" and "How do we get there?"

The population trends projected for the aging cohort in Natick will have a critical impact on housing, future land use, neighborhood character and economic development; all key areas of the 2030 Plan. The significant projected population shifts will no doubt also have a major impact on future Public School Enrollments.

This document will provide information on the following:

- Births, Deaths, Pre-School and K-12 enrollment projections for the next 10 years
- "Senior" (ages sixty and over) existing housing situations by age groups
- Where "turnover and downsizing" of current housing will occur
- Establishment of a "senior population baseline" that can be updated every year, providing a long range planning tool
- Two "Senior Population Maps" which identify Precincts and Streets where and when predicted population changes will occur
- Provides information for the Community Services Department to help identify additional seniors who may require special services.
- Projections of where and when "bulges" in our public school enrollments will occur

THE NUMBERS

Currently there are 1,882 more seniors (7,721) in Natick than the total population of births through public school age 18. (5,839)

Births	388 ⁱ
Deaths	369 ⁱⁱ
Public School Enrollments:	
Pre-School	128 ⁱⁱⁱ
Kindergarten	449 ^{iv}
Total Grades 1 – 4	2,210
Grades 5 – 8	1,596 ^v
Grades 9 – 12	1,519 ^{vi}
Total K – 12	5,323

More than 21.3% of Natick residents are age 60 and over. (2010 official census is 21.3% and the 2016 unofficial non-Natick number 23.4%).

- Total number of residents age 60 or more = 7,721
- Total number of residents age 60 and over who live alone in a single family home = 945
- Total number of residents age 60 to 70 who live alone in a single family home = 207
- Total number of residents age 70 – 80 who live alone in a single family home = 460
- Total number of residents age 80 and over who live alone in a single family home is 278
- Total number of residents age 70 and older who co-occupy a single family home = 978 (487 individual homes)
- Total number of residents age 70 – 80 who co-occupy a single family home = 604 (302 individual homes)
- Total number of residents age 80 and older who co-occupy a single family home is 374 (185 individual homes)
- Total number of residents 80 and older who co-occupy a single family home with another senior in their 70's is 93 (46 individual homes)

Note: Currently there are 1,225 homes, in Natick, that will more than likely become available for sale over the next few years.

TREND: DOWNSIZING

- The need to downsize from their existing single family home is inevitable for many of Natick's seniors.
- Existing stock of affordable housing in Natick is insufficient
- As single family homes owned by elder(s) are sold to families with one or more children pressure is placed on all town services especially our overcrowded public schools.
- While we as a town should do everything that we can to help our current senior population to age in place and remain in their present homes it won't be enough. Many will be forced to seek other housing options.

STREETS & PRECINCTS TO WATCH CLOSELY

An analysis of the eldest homeowners in Natick reveals the following:

Precinct	Street	# of elders likely to sell their home in the next year	Total
2	Brookdale Road	12	
	Greenleaf Road	8	
	Hartford Street	4	
	Addnl.	4	28
5	Bradford Street	12	
	Evergreen Road	5	
	Pine Street	4	
	Addnl.	5	26
7	Bacon Street	12	
	Oakridge Ave	5	
	Eisenhower Ave	4	
	Addnl.	3	24

4	Charles Street	9	
	Fisher Street	5	
	Addnl.	4	18
10	Glen Street	8	
	Rockland Street	5	
	Addnl.	3	16
3, 6		12	12
1		3	3
TOTAL			121

CLOSING COMMENTS

- This large segment of Natick's population has, over many years contributed to the building of Natick making it the vibrant, all inclusive, well educated and well run community that it is.
- For many years, Natick's seniors have paid ever increasing property taxes, supported numerous building projects, frequented our local businesses and voted to pass critically need overrides. They have been a major contributor to our desirability as a town.
- Natick's balancing of residential, commercial and industrial growth, it's relatively low tax rate, great public schools, superior town services and commitment to open space and the arts makes it an extremely enticing place for individuals, families and businesses to want to relocate to. Our seniors have been instrumental in creating this desirability.
- This report qualifies and quantifies the urgent need for more stay-in-Natick housing options. As a town our elder residents should have access to affordable housing options so that they can age-in-place and live out the remainder of their years in safe, affordable, comfortable residences.
- The Natick 230 comprehensive planning process should give special consideration to the housing needs of existing senior residents when planning for the town's future.
- Applicable zoning regulations, incentives and definitive housing stock targets should be developed.

SPECIAL THANKS TO

Diane Packer & Kelly Graveline of the Town Clerk's Office

Rich Ames – Town Cartographer

Mary Beth Kinkead – Pre-school Principal and

Jamie Errickson – Director of Community and Economic Development

ⁱ Most recent 5 year average = 420 (total 2,098)

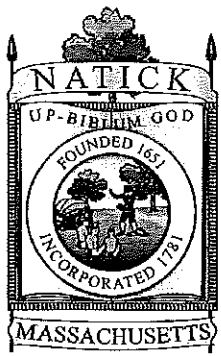
ⁱⁱ Most recent 5 year average = 367 (total 1,837)

ⁱⁱⁱ 112 pre-k students are located at Natick High School, 16 at Brown Elementary

^{iv} 422 kindergarteners will enter our public schools in 2017

^v 945 students at Wilson and 651 at Kennedy Middle Schools

^{vi} 449 children entered Natick Kindergartens and of those, 381 will graduate from Natick High School this year. The difference; 68, is part of the projected Natick Public School population increase over the next ten years.

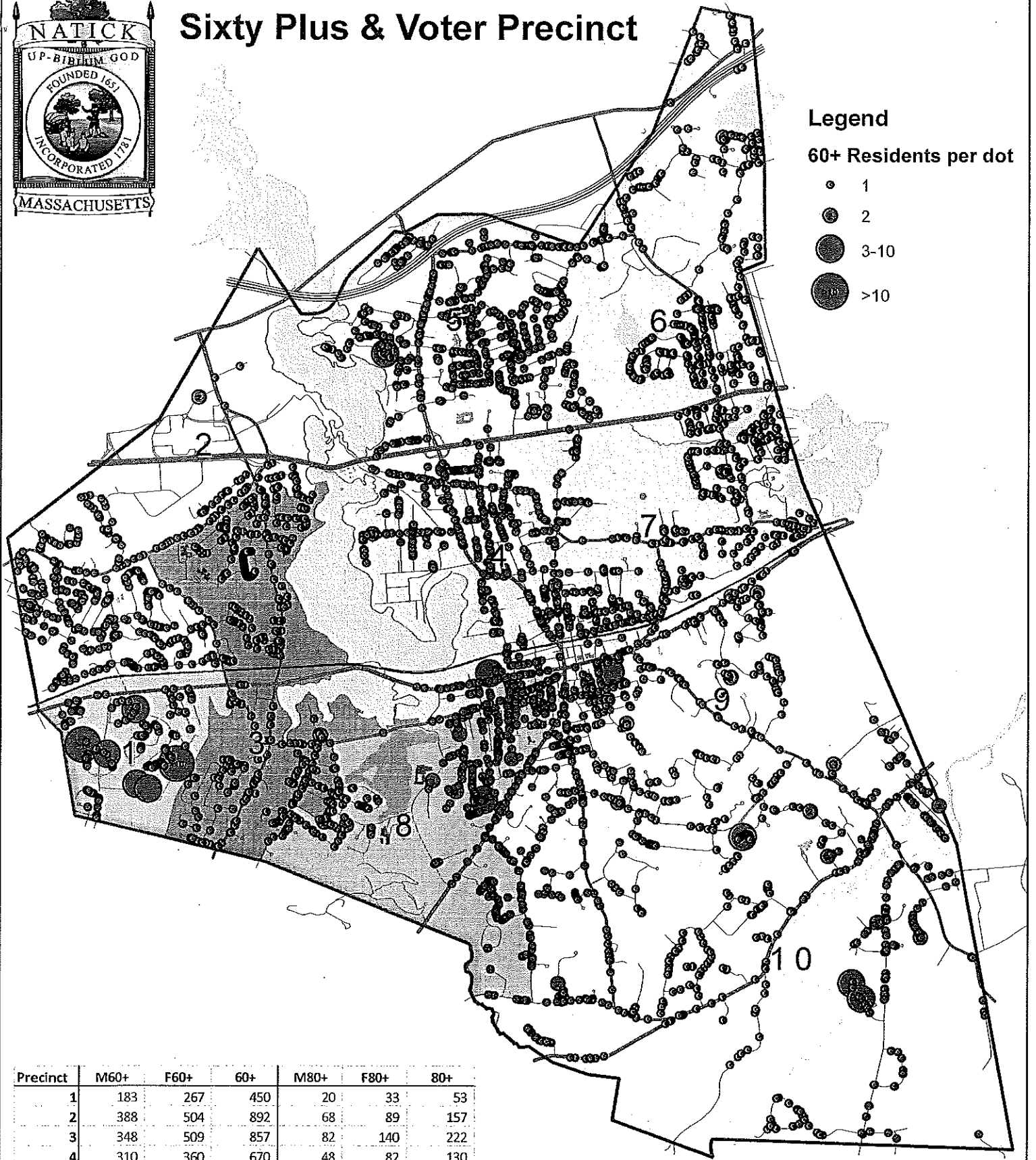


Sixty Plus & Voter Precinct

Legend

60+ Residents per dot

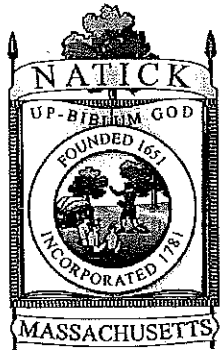
- 1
- 2
- 3-10
- >10



Precinct	M60+	F60+	60+	M80+	F80+	80+
1	183	267	450	20	33	53
2	388	504	892	68	89	157
3	348	509	857	82	140	222
4	310	360	670	48	82	130
5	341	438	779	74	122	196
6	340	428	768	56	80	136
7	318	392	710	52	74	126
8	374	495	869	49	89	138
9	320	395	715	57	99	156
10	492	519	1,011	68	77	145
	3,414	4,307	7,721	574	885	1,459



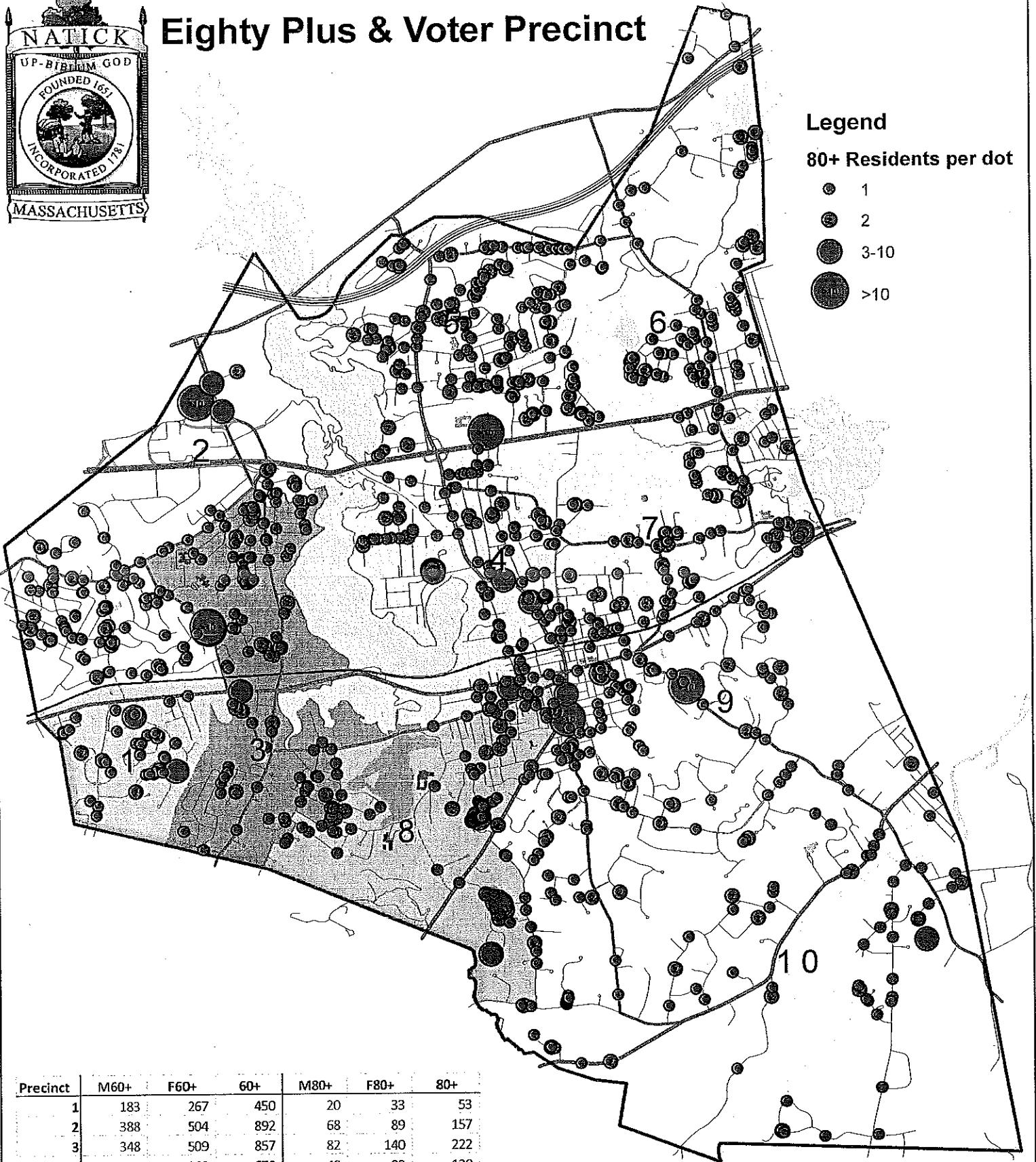
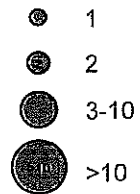
Cartography by Richard Ames, GISP



Eighty Plus & Voter Precinct

Legend

80+ Residents per dot



Precinct	M60+	F60+	60+	M80+	F80+	80+
1	183	267	450	20	33	53
2	388	504	892	68	89	157
3	348	509	857	82	140	222
4	310	360	670	48	82	130
5	341	438	779	74	122	196
6	340	428	768	56	80	136
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10	492	519	1,011	68	77	145
	3,414	4,307	7,721	574	885	1,459



Cartography by Richard Ames, GISP

Council on Aging Board Bylaws Rules of Governance

Revised April 2017

ARTICLE I Establishment

The name of the organization shall be the Natick Council on Aging, as established by a vote of Natick Town Meeting, in accordance with the Massachusetts General Laws, **and the town of Natick bylaws** hereinafter referred to as the Council on Aging, or the "Board", to distinguish it from the **Council on Aging Division of the Community Services Department**. ~~with a similar name within the Town of Natick Department of Community Services.~~

ARTICLE II Purpose

The ~~Council on Aging~~ Board is an advisory body with responsibility for advising and supporting the Director of the Council on Aging (**the Director**) and helping to establish and review the department's division's objectives. ~~The Director is responsible for managing the daily operations of the department and implementing the objectives as established.~~

The ~~basic~~ purpose of the Board is to represent concerns of Natick seniors, **advocate with federal, state, local agencies and elected officials regarding legislative and budgetary issues affecting seniors.**

- ~~A. Identify the total needs of Natick's elder population;~~
- ~~B. Educate town officials and residents regarding the needs and contributions of Natick's elders and encourage community support;~~
- ~~C. Establish both short and long term goals and objectives in collaboration with the Director to meet identified needs;~~
- ~~D. Encourage collaboration with other agencies and where appropriate appoint representatives to said agencies; and~~
- ~~E. Advocate with federal, state and local agencies and elected officials regarding legislative and budgetary issues affecting elders.~~

ARTICLE III Office

The office of the Board shall be located at the Council on Aging office in Natick, Massachusetts.

ARTICLE IV Membership

- A. The Board shall consist of ~~eleven~~ no more than **eleven** (11) members, appointed by the Board of Selectmen of residents of the town for a term of three (3) years.
- B. Members shall ~~be sworn in by the Town Clerk within seven (7) days of their appointment~~ and shall not serve until duly sworn in **by the Town Clerk**.
- C. Members shall serve no more than two (2) consecutive three (3) year terms plus any portion of an unexpired term. There shall be at least a one (1) year hiatus prior to reappointment after the second consecutive full term is served.
- D. The membership of the Board shall comprise a cross-section of Natick's population who are interested in the needs of and well-being of the elders of the community.
- E. Members are expected to serve actively on at least one (1) **subcommittee**.
- F. The Board reserves the right to appoint associate members **for one (1) year terms each**, who may participate in deliberations at meetings and serve on **a subcommittee**.
- G. No member or associate member of the Board shall make written or verbal representation for the Board unless authorized by majority vote.
- H. In the event that a member wishes to resign from the Board, the member shall provide written notice to the Town Clerk with copies provided to the Board of Selectmen, the Chair of the Board (**the Chair**) and the Director, **Such written notice shall specify the effective date of the resignation**. If an associate member **wishes to** resigns, the associate member shall **provide written notice** ~~notify~~ to the Chair ~~of the Board~~. **Such written notice shall specify the effective date of the resignation**.
- I. Regular attendance is expected of all members **and associate members**. Absence of a member or an associate member for three (3) consecutive Board meetings or four (4) or more **Board** meetings in a twelve (12) month period without reasonable cause may be grounds for removal from the Board.

The member or associate member shall be notified of pending removal in writing from the Chair. The member or associate member shall respond to the Chair in writing within fourteen (14) days. **The Board may grant an extension of such fourteen (14) day period for good cause shown**. ~~Failure to respond shall be considered a resignation.~~

Following the expiration of such fourteen (14) day period ~~or extended period~~, the Chair shall recommend action to the Board at the next scheduled Board meeting.

The Board may remove an associate member by majority vote of the members.

The Board's recommendation for removal of a ~~Board~~ member ~~from the Board~~ requires a majority vote of the members. The Chair will forward to the Board of Selectmen the Board's recommendation ~~to accept the member's resignation or to approve the member's removal and request that the vacancy be filled in a timely manner.~~

ARTICLE V Voting Rights

- A. All voting rights shall be vested in the members appointed by the Board of Selectmen.
- B. Each individual member shall be entitled to one (1) vote with respect to any question or matter that may come before a meeting of members of the Board.
- C. At ~~Board~~ all meetings the ~~majority~~ presence of a majority of the members entitled to vote shall constitute a quorum for the transaction of any business.
- D. Except as otherwise provided in these ~~By-Laws~~ **Rules of Governance** the vote of a majority of a quorum present shall be required to decide a question or matter.
- E. Associate members are non-voting members of the Board, ~~but may vote on committees.~~

ARTICLE VI Meetings of Members

- A. Regular meetings of the Board shall be held on the ~~first Monday~~ ~~second Wednesday~~ **Monday** of the month. When the ~~first Monday~~ ~~second Wednesday~~ **Monday** falls on a legal holiday or other circumstances arise, the meeting will be held ~~the following Monday~~ or on a date agreed upon by a majority of the members.

Special or emergency meetings may be called at any time by the Chair or at the written request of three (3) or more members.

Notice of all meetings shall be posted in accordance with the Open Meeting Law.

- B. The agenda and minutes shall be provided to all members at least (2) days prior to all meetings.
- C. All meetings shall be conducted in accordance with Robert's Rules of Order.

- A. The officers of the Board shall consist of Chair, Vice Chair and Secretary. Only a member shall be eligible to serve as an officer.
- B. Officers shall be elected to a one (1) year term and may be elected to no more than two (2) consecutive one year terms for the same office.
- C. Officers of the Board shall be elected at the meeting in September and shall take office at the end of the meeting. The nominating committee shall provide all the members with a list of nominees no less than ten (10) days prior to the meeting at which the election will take place. **later than August 15.**
- D. During the temporary absence of the Chair, the Vice Chair shall exercise all of the functions of the Chair.
- E The office of the Chair, if vacated for any cause ~~due to resignation, death or other causes,~~ shall be filled by the Vice Chair for the unexpired portion of the Chair's term of office.
- F. The offices of Vice Chair and Secretary, if vacated for any cause ~~due to resignation, promotion, death or other causes~~ shall be filled for the unexpired term of the previous incumbent by a majority vote of the ~~remaining~~ members of the Board ~~at any meeting of the Board.~~ The nominating committee shall provide notice of nominees to all members no less than ten (10) days prior to the meeting at which the election will take place.
- G. Any Board member serving an unexpired term of an office will be eligible to be elected to two consecutive terms in the same office.**

ARTICLE VIII Duties of Officers

Chair: The Chair shall preside at Board meetings and shall appoint all members to committees. The Chair may serve as an ex-officio member on all board committees. The Chair or the Chair's designee shall serve as the Board's official representative at all public forums.

Vice Chair: The Vice Chair shall ~~promote orientation~~ and **mentoring of** new Board members. The Vice Chair shall have all the powers of and be subject to all the restrictions upon the Chair during the absence of the Chair.

Secretary: The Secretary shall record all proceedings of Board meetings and see that approved minutes and all materials distributed at the meeting shall be committed to permanent storage in accordance with the Charter and the By-Laws of the Town of Natick and the statutes of the Commonwealth of Massachusetts.

ARTICLE IX **Subcommittees**

Subcommittees may include:

Executive: The Executive Subcommittee shall consist of the officers of the Board who will meet as needed to ~~discuss policy for the board~~ **prepare the agenda.**

~~Membership: The Membership Committee shall be active in the recruiting of new members of the board.~~

Nominating: The Nominating **Sub**committee shall be responsible for recruiting candidates and for providing all members of the Board with a list of officer candidates ~~no less than ten (10) days before the September meeting.~~ **no later than August 15th before the September Board meeting.**

~~Finance: The Finance Committee shall be available for consultation with the Director during annual budget preparation and review. In support of the budget, the Finance Committee shall help the Director identify alternative sources of funding for programs and services that are not funded in the Town's annual appropriation and may assist the Director in completing grant applications or other funding requests.~~

Strategic Planning: The Strategic Planning **Sub**committee shall consist of no less than three (3) members. The Strategic Planning **Sub**committee shall assist in establishing short and long-term goals in collaboration with the Director and staff to meet identified needs for programs and services. The Strategic Planning **Sub**committee, working with the Director, shall review progress toward goals at regular intervals. The Strategic Planning **Sub**committee shall also review and suggest potential uses for any Town buildings that house elder programs.

~~Outreach: The Outreach Committee, in collaboration with the Director, shall assist in creating a strategy to publicize and promote Council on Aging programs and services.~~

The Chair may form other **sub**committees as needed to carry out the business of the Board.

All subcommittee meetings are subject to the Open Meeting Law.

Article X Revisions and Amendments

- A. Revisions or amendments of these ~~Bylaws~~ **Rules of Governance** may be considered at any meeting of the Board **provided such matter is on the agenda.**
- B. The proposed revisions or amendments shall be presented in writing to the full Board a month prior to the actual vote to be taken.
- C. The proposed revisions or amendments must be approved by a two-thirds vote of the members of the Board, **present at the meeting.**
- D. The effective date of the ~~By-Laws~~ **Rules of Governance** shall be the date of the meeting at which the Natick Council on Aging Board ~~By-Laws~~ **Rules of Governance** are approved by the Natick Board of Selectmen.

Date of approval by the Natick Council on Aging:

Date of approval by the Natick Board of Selectmen:

ITEM TITLE: Update Procedure for Signing Warrants

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Memo-M. White	5/25/2017	Cover Memo
Municipal Modernization Act Summary RE Bills/Warrants	5/25/2017	Cover Memo
Sample-School Committee Warrant Report	5/25/2017	Cover Memo



Town of Natick

Town Administrator's Office

TO: BOARD OF SELECTMEN
FROM: MARTHA WHITE, TOWN ADMINISTRATOR
SUBJECT: AMENDED PROCEDURE FOR SIGNING WARRANTS
DATE: 5/24/2017
CC: INTERIM COMPTROLLER

The Municipal Modernization Act provides that multi-member boards, committee, commissions, including boards of selectmen, may designate one of its members to review and approve bills or payment warrants, with a report provided at the next meeting. I would suggest that the Board vote to so authorize the Chairman, and further so authorize the Vice Chair in the Chair's absence. I've attached a sample of the report that the School Committee is provided; we intend to follow the same format.

Municipal Modernization Act Summary

Part 4: Financial Management and Governance Approval of Bills/Warrants (Sections 57-58) Allows any multi-member boards, committees, and commissions heading departments, including select boards, to designate one of its members to review and approve bills or payment warrants, with a report provided at the next meeting. Currently, a board or committee heading a department may delegate authority to approve payrolls to a member, and a regional school committee may designate a subcommittee to approve bills and payrolls with a report to the next meeting of the full committee. Absent a charter or special act, boards and committees currently have to approve bills or payment warrants by majority vote at a meeting subject to the Open Meeting Law.

Natick Public Schools

13 East Central Street
Natick, Massachusetts 01760
FAX (508) 647-6506



Building the Future, One Child at a Time

Peter H. Gray
Director of Finance

May 1, 2017

FROM: Peter H. Gray
Director of Finance

TO: Natick School Committee

SUBJECT: Warrant Review – May 8, 2017

In accordance with School Committee Procedures, the Chairperson reviewed and signed the following warrants:

<u>Warrant Type</u>	<u>Warrant Number</u>	<u>Date Signed</u>	<u>Amount</u>
Accounts Payable	2017-43S	04/24/2017	\$ 91,872.28
Accounts Payable	2017-44S	04/24/2017	\$ 535,356.77
Accounts Payable	2017-45S	04/24/2017	\$ 618,854.07
Payroll Warrant	22	04/24/2017	\$ 1,951,631.70

If you wish to review the details regarding any of these warrants please feel to contact me.

ITEM TITLE: Town Administrator Screening Committee

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Procedure for Appointment of the Town Administrator	5/25/2017	Cover Memo

Section 4 Procedure for Appointment of Town Administrator

Within one year of the time when it is known that the position of Town Administrator shall become vacant, the Board of Selectmen may initiate the selection process. Whenever the position of Town Administrator becomes vacant or within six months of the time when it is known that the position of Town Administrator shall become vacant, the Board of Selectmen shall initiate the selection process if the Board of Selectmen has not already done so. The Board of Selectmen shall initiate the selection process by giving notice of its intention to establish a screening committee to review applicants for the position of Town Administrator and shall send a copy of the notice to each town agency or officer responsible for designating persons to serve on the committee. The Board of Selectmen shall appoint the screening committee not earlier than twenty-one days nor later than twenty-eight days after such notice.

The screening committee shall consist of nine members. The Planning Board, the School Committee, the Finance Committee, the Personnel Board, and the Town Moderator may each designate one person to serve on the screening committee. Persons chosen by the said agencies may, but need not, be members of the agency by which they are chosen, and, in the case of the Town Moderator, the person may, but need not, be a member of Town Meeting. The Board of Selectmen shall appoint to the screening committee all such persons designated, provided that their names have been received in writing by the day before the screening committee is to be appointed. The Board of Selectmen shall appoint any other member to the screen committee so that the total membership is nine.

Not more than thirty days following the appointment of the screening committee, the persons chosen shall meet to organize and to plan a process for the solicitation by advertisement and by other means to receive applications for the position of Town Administrator. The screening committee shall review all applications received and provide for interviews to be conducted with such number of candidates for the position as it may decide.

Not more than one hundred and eighty days following the date the screening committee meets to organize, the screening committee shall submit to the Board of Selectmen the names of not less than two nor more than five candidates whom it believes to be best suited to perform the duties of Town Administrator. If the screening committee determines that there are not at least two candidates qualified to perform the duties of Town Administrator, as those duties are described in Section 4-2 of the Charter, the screening committee shall report to the Board of Selectmen that it is unable to complete its assigned task. In that event, the Board of Selectmen shall direct the screening committee to reopen the search process and the foregoing procedure shall apply.

Within thirty days following the date the list of nominees is submitted to it, the Board of Selectmen shall choose one of the said nominees to be appointed to the office of Town Administrator. If the Board of Selectmen decides not to appoint one of the nominees, it shall direct the screening committee to reopen the search process, and the foregoing procedure shall apply.

Upon the appointment of the Town Administrator, the screening committee established hereunder shall be considered discharged.

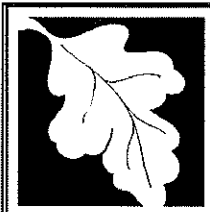
ITEM TITLE: Camp Arrowhead Update
ITEM SUMMARY:

ITEM TITLE: Correspondence 5/30/17

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 5/30/17	5/25/2017	Cover Memo



Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

BWSC123

This Notice is Related to:
Release Tracking Number

NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

3

- 4523

A. The address of the disposal site related to this Notice and Release Tracking Number (provided above):

1. Street Address: 207 Worcester Street

City/Town: Natick, MA Zip Code: 01760

RECEIVED

B. This notice is being provided to the following party:

1. Name: Town of Natick, Board of Selectmen

2. Street Address: 13 East Central Street

City/Town: Natick, MA Zip Code: 01760

MAY 23 2017

BOARD OF SELECTMEN
NATICK, MA

C. This notice is being given to inform its recipient (the party listed in Section B):

- ☒ 1. That environmental sampling will be/has been conducted at property owned by the recipient of this notice.
- ☐ 2. Of the results of environmental sampling conducted at property owned by the recipient of this notice.
- ☐ 3. Check to indicate if the analytical results are attached. (If item 2. above is checked, the analytical results from the environmental sampling must be attached to this notice.)

D. Location of the property where the environmental sampling will be/has been conducted:

1. Street Address: 0 Cleveland Circle at the baseball field (right field)

City/Town: Natick, MA Zip Code: 01760

2. MCP phase of work during which the sampling will be/has been conducted:

- | | |
|---|--|
| <input type="checkbox"/> Immediate Response Action | <input type="checkbox"/> Phase III Feasibility Evaluation |
| <input type="checkbox"/> Release Abatement Measure | <input checked="" type="checkbox"/> Phase IV Remedy Implementation Plan |
| <input type="checkbox"/> Utility-related Abatement Measure | <input type="checkbox"/> Phase V/Remedy Operation Status |
| <input type="checkbox"/> Phase I Initial Site Investigation | <input type="checkbox"/> Post-Temporary Solution Operation, Maintenance and Monitoring |
| <input type="checkbox"/> Phase II Comprehensive Site Assessment | <input type="checkbox"/> Other _____ |

(specify)

3. Description of property where sampling will be/has been conducted:

☐ residential ☐ commercial ☐ industrial ☐ school/playground ☒ Other baseball field
(specify)

4. Description of the sampling locations and types (e.g., soil, groundwater, indoor air, soil gas) to the extent known at the time of this notice.

Groundwater (June 2017). See attached site plan for sample locations.

E. Contact information related to the party providing this notice:

Contact Name: Robert H. Bird, LSP

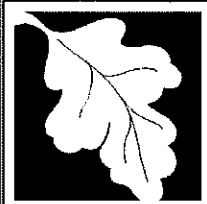
Street Address: 2 Merchant Street, Suite 2

City/Town: Sharon, MA

Zip Code: 02067

Telephone: (781) 793-0074

Email: robertb@envirotrac.com



Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

BWSC123

This Notice is Related to:
Release Tracking Number

3 - 4523

NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

This notice is being provided pursuant to the Massachusetts Contingency Plan and the notification requirement at 310 CMR 40.1403(10). The Massachusetts Contingency Plan is a state regulation that specifies requirements for parties who are taking actions to address releases of chemicals (oil or hazardous material) to the environment.

THE PERSON(S) PROVIDING THIS NOTICE

This notice has been sent to you by the party who is addressing a release of oil or hazardous material to the environment at the location listed in **Section A** on the reverse side of this form. (The regulations refer to the area where the oil or hazardous material is present as the "disposal site".)

PURPOSE OF THIS NOTICE

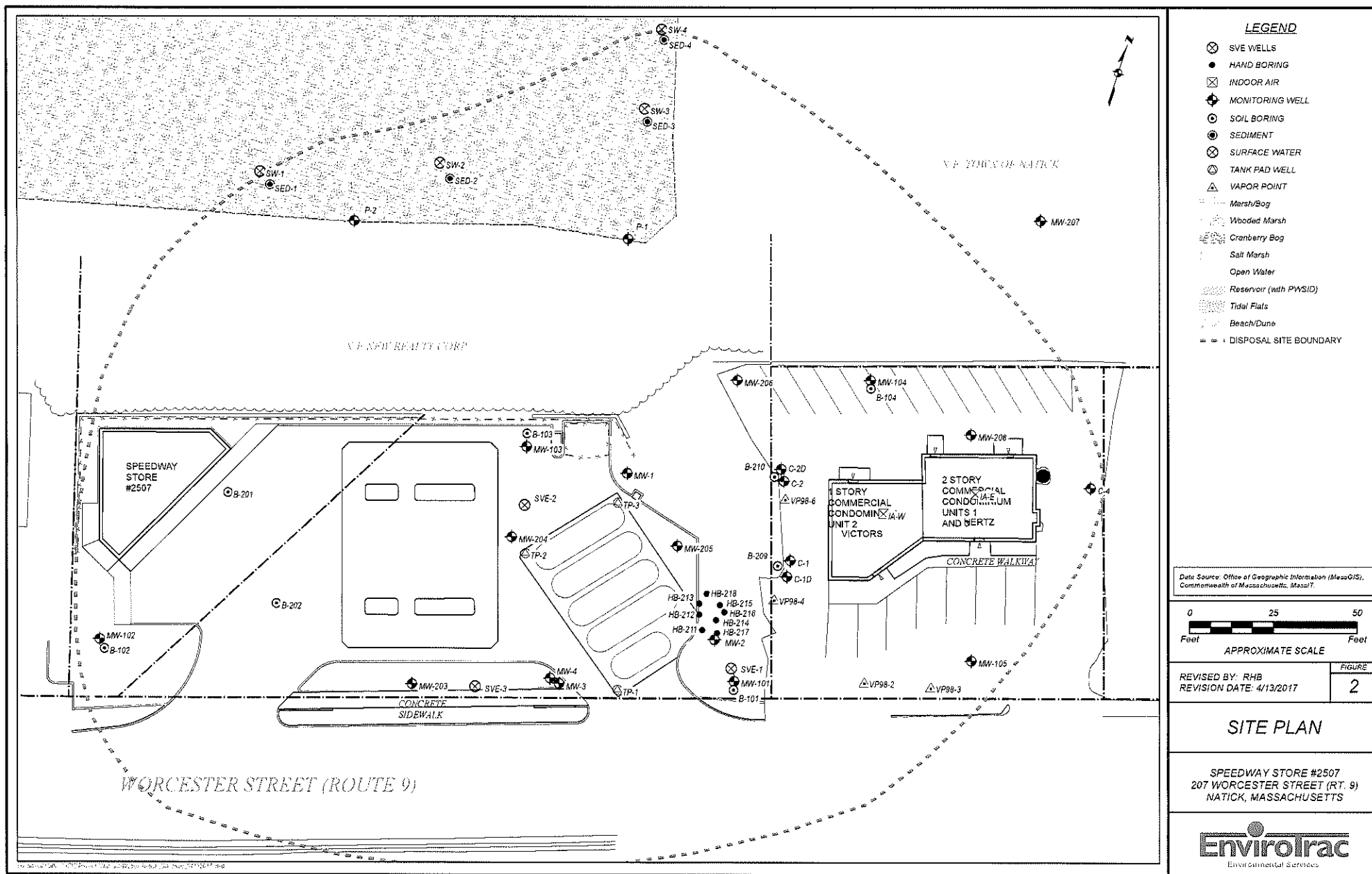
When environmental samples are taken as part of an investigation of a release for which a notification to MassDEP has been made under the Massachusetts Contingency Plan (310 CMR 40.0300) on behalf of someone other than the owner of the property, the regulations require that the property owner (listed in **Section B** on the reverse side of this form) be given notice of the environmental sampling. The regulations also require that the property owner subsequently receive the analytical results following the analysis of the environmental samples.

Section C on the reverse side of this form indicates the circumstance under which you are receiving this notice at this time. If you are receiving this notice to inform you of the analytical results following the analysis of the environmental samples, you should also have received, as an attachment, a copy of analytical results. These results should indicate the number and type(s) of samples (e.g., soil, groundwater) analyzed, any chemicals identified, and the measured concentrations of those chemicals.

Section D on the reverse side of this form identifies the property where the environmental sampling will be/has been conducted, provides a description of the sampling locations within the property, and indicates the phase of work under the Massachusetts Contingency Plan regulatory process during which the samples will be/were collected.

FOR MORE INFORMATION

Information about the general process for addressing releases of oil or hazardous material under the Massachusetts Contingency Plan and related public involvement opportunities may be found at <http://www.mass.gov/eea/agencies/massdep/cleanup>. For more information regarding this notice, you may contact the party listed in **Section E** on the reverse side of this form. Information about the disposal site identified in Section A is also available in files at the Massachusetts Department of Environmental Protection. See <http://public.dep.state.ma.us/SearchableSites2/Search.aspx> to view site-specific files on-line or <http://mass.gov/eea/agencies/massdep/about/contacts/conduct-a-file-review.html> if you would like to make an appointment to see these files in person. Please reference the **Release Tracking Number** listed in the upper right hand corner on the reverse side of this form when making file review appointments.



Town of Natick
Massachusetts

01760

*Contributory Retirement
System*

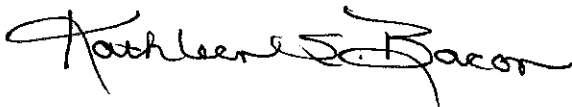
Town of Natick
Board of Selectmen
Town Hall
13 East Central Street
Natick, MA 01760

May 19, 2017

Honorable Board of Selectmen,

Please be advised that Robert Drew was the only candidate nominated for election as the Third Member of the Natick Retirement Board; a seat he currently occupies with a term which is expiring on June 30th. Therefore, at the meeting of the Board, held May 18, 2017, the Board voted to declare Robert Drew re-elected as the Third Member of the Natick Retirement Board and that no election shall be held and that he shall serve in all respects as though he had been elected by election. Robert Drew's term will commence on June 30, 2017 and expire June 30, 2020.

Very truly yours,



Kathleen S. Bacon
Election Officer
Natick Retirement Board

RECEIVED

MAY 29 2017

BOARD OF SELECTMEN
NATICK, MA

KSB/mjm





MASSACHUSETTS BAY CONSTABLES ASSOCIATION, INC.

P.O. Box 531, READING, MA 01867

TELEPHONE: 781-944-1191 - FAX: 781-337-5670

WEBSITE: WWW.CONSTABLES-MBCA.ORG

NOTIFICATION TO MUNICIPALITIES, IN RE: MASS HOUSE BILL NO. 2252

I am writing to inform you of a very serious matter affecting the position of municipal constables in Massachusetts. State Representative Daniel Cahill of Lynn has filed House Bill No. 2252. If this bill, all 12 pages of it should it become law it would strip away most of the powers and duties of municipal constables in Massachusetts. It would virtually eliminate the municipal office of constable as we know it today. You can find and read H.2252 at <https://malegislature.gov/Bills/190/H2252> on the internet.

We believe this legislation to be thoughtless, misguided and without any real justification. To the best of our knowledge there was no input whatsoever requested from any municipalities or constables in drafting this legislation. Therefore, we are calling upon all municipalities in Massachusetts to contact Rep. Daniel Cahill whose State House email address is daniel.cahill@mahouse.gov to express their concerns and opposition to this legislation. H.2252 will eventually be heard at the State House before the Joint Committee on the Judiciary who you can also contact to express your concerns and opposition to H.2252. The email contact info for the Joint Judiciary Committee chairpersons is as follows:

Senate Chairman is Sen. William N. Brownsberger, William.brownsberger@masenate.gov

House Chairwoman is Rep. Claire D. Cronin, Claire.cronin@mahouse.gov

You can also contact your own State Senators and State Representatives to express your opposition to H.2252. In addition seeing that constables are elected or appointed municipal officers under the provisions of MGL. Chap.41, Sect.1 we suggest you also contact Geoff Beckwith the CEO of the Mass. Municipal Association relative to opposing H.2252. Geoff's email address is gbeckwith@mma.org.

Municipal constables have honorably served their communities since colonial times and are an equally important part of today's Massachusetts legal system. If you were to compare any problems concerning wrongdoing or public scandals involving municipal constables over the years to other Massachusetts law enforcement entities, including Chief's of Police, Police Officers, and Sheriffs, you would find it to be negligible to say the very least.

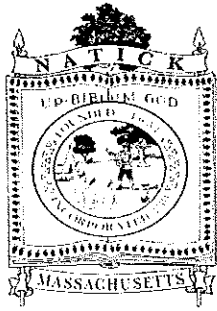
We know that many municipalities use their constables for purposes other than just serving civil process, such as security at polling places during elections, appointment of Housing and Health Inspectors as constables so that they will have a lawful power of entry, etc. We feel that instead of virtually eliminating constables the correct approach would be to provide mandatory state funded training and education for all municipal constables in Massachusetts to help make them an even more valuable asset to the municipalities they now serve. We hope we can count on your opposition to H.2252.

If you have any questions at all relative to our position on H. 2252 you can write to us at the above address, or contact our Secretary, Sally M. Hoyt at Tel. 781-944-1191 or email us at info@constables-mbca.org . We would be most pleased to hear from you.

Respectfully yours,


Richard E. Ramponi,
President, MBCA

RER:la



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING
PLANNING
ZONING
CONSERVATION

MEMORANDUM

TO: Martha White, Town Administrator

FROM: Jamie Errickson, Director

DATE: May 24, 2017

RE: Exit 13/Speen Street Study (Golden Triangle) – Steering Committee Appointment

As you may recall, in August 2016 the Towns of Natick and Framingham executed the attached Memorandum of Agreement (MOA) to guide the intra-governmental partnership for the study of the Exit 13/Speen Street area (aka Golden Triangle). Since the execution of this agreement by the Board of Selectmen, the Town's have successfully partnered through a consultant procurement process, resulting in the selection of a consultant team headed by Crosby Schlessinger and Smallridge (CSS) – the same firm completing the Natick 2030+ process.

Now that the study is underway, Town staff are working through the various components of the MOU. As outlined in Section II.B of this MOU regarding communication between the two communities, the towns agreed to establish a "Steering Committee" to advise staff and the consultant team throughout the study process on the various components of the project. This committee is expected to meet five to seven times over the next six to nine months, likely on a monthly or semi-monthly basis. The afternoon of June 22, 2017 is currently being discussed as a possible first meeting date and time, though this will largely depend on the availability of all Steering Committee members.

Please note the goal of both Natick and Framingham staff is to complete the Exit 13/Speen Street study by the end of the 2017 calendar year. This is important since starting in 2018, Framingham becomes a City with a new form of government, and staff preference is to complete the study prior to this transition. Further, the Natick 2030+ process is also likely to conclude around this same time (end of 2017). As such, I anticipate that the commitments of Steering Committee appointments are limited in time to calendar year 2017.

The composition of the Steering Committee as outlined in the MOU includes equal representation from both towns with at least one (1) member of each Town's Board of Selectmen (or designee), among others. This memorandum is to request the appointment of such a member of the Natick BOS to be the designee on the Steering Committee.

As always, please do not hesitate to contact me with any questions regarding this request, the materials attached, or this exciting project.

**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF FRAMINGHAM AND THE TOWN OF NATICK
FOR SHARING THE COSTS FOR THE PREPARATION AND ISSUANCE OF A
REQUEST FOR PROPOSALS ("RFP") TO OBTAIN A REPORT FOR THE
DEVELOPMENT OF THE AREA LOCATED IN FRAMINGHAM AND NATICK NEAR
INTERSTATE 90 (THE MASSACHUSETTS TURNPIKE) NEAR EXIT 13, BOUNDED
BY ROUTE 9, ROUTE 30, AND SPEEN STREET**

This Memorandum of Agreement ("Agreement") between the Town of Framingham and the Town of Natick for Sharing the Costs for the Preparation and Issuance of a Request for Proposals ("RFP") to Obtain a Report for the Development of the Area Located in Framingham and Natick Near Interstate 90, also known as I-90 or the Massachusetts Turnpike near Exit 13 bounded by Route 9, Route 30, and Speen Street shown on the figure appended to this Agreement as **Exhibit A**, which is commonly known as the Golden Triangle District ("the District") is entered into this 30th day of August, 2016, by and between the Town of Framingham, a Massachusetts municipality with a principal place of business at Memorial Hall, 150 Concord Street, Framingham, MA 01702 ("Framingham"), and the Town of Natick, a Massachusetts municipality with a principal place of business at Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("Natick") (collectively "the Towns") both acting by and through their duly authorized Boards of Selectmen.

WITNESSETH:

WHEREAS, M.G.L.c. 40, § 4A, as amended by Chapter 188 of the Acts of 2010, authorizes communities to enter into intermunicipal agreements for the purposes set forth in that statute for up to twenty-five (25) years, upon approval of the respective Boards of Selectmen of each Town; and

WHEREAS, the Towns desire to develop a coordinate and mutually beneficial land use and infrastructure plan for the District to guide development, utility planning, and road construction within the District; and

WHEREAS, in furtherance of the creation of such plan the Towns have agreed to share the costs for the preparation and issuance of a Request for Proposals ("RFP") to obtain a report and plan that shall include, but not be limited to: (1) an existing conditions analysis; (2) general planning recommendations; (3) build-out analysis and long-term vision plan; (4) an implementation/action plan for each Town; (5) if applicable, a public visioning process; and (6) any supplemental materials that may be required to prepare a clear and realistic path for each Town to identify the unique needs and efforts necessary to reach Agreement on a shared development vision for a master plan report and action plan as described in the Scope of Work appended hereto as **Exhibit B**; and

WHEREAS, the Town of Natick currently controls a mitigation fund from which Natick is authorized to release the sum of Fifty Thousand Dollars and zero cents (\$50,000.00) toward satisfaction of Framingham's obligations under this Agreement.

NOW THEREFORE, the Towns agree as follows:

I. General Terms:

A. Term. This Agreement shall commence upon the later date that this Agreement is executed by both the Boards of Selectmen of Natick and Framingham on behalf of each Town and shall extend for a maximum term of three years (3) years (the "Term"). It is expressly intended that Natick and Framingham shall be the sole and exclusive beneficiaries of this Agreement and that the Parties intend to create no third-party beneficiaries hereunder.

B. Amendment. No officer, official, agent, or employee of Framingham or Natick shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind Framingham or Natick by making any promise or representation not contained herein except by an amendment, in writing, executed by both Towns in the same manner as this Agreement is executed. Neither party may rely on any conduct, statements, action, inaction, or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended this Agreement.

C. Waiver. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party. Neither party shall be construed as waiving any provision of this Agreement unless the waiver is executed in writing as an amendment to this Agreement. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach by the other party. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or conditions hereto nor shall it limit the legal or equitable remedies available to that party.

D. Notice. Notices and communications hereunder shall be in writing and shall be personally delivered, mailed by certified mail with return receipt requested, or by confirmed facsimile transmission or electronic mail to Framingham or Natick, as the case may be, at the following addresses:

Town of Framingham, Massachusetts	Town of Natick, Massachusetts
Memorial Hall, 150 Concord Street	Natick Town Hall, 13 East Central Street
Framingham, MA 01702	Natick, MA 01760
Attn.: Erika O. Jerram, Deputy Director of Community & Economic Development	Attn.: James Erickson, Director of Community and Economic Development
Email: ej@framinghamma.gov	Email: jerrickson@natickma.org

With a copy to:

Christopher J. Petrini, Framingham Town Counsel	John P. Flynn, Esq.
Memorial Hall, 150 Concord Street	Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410,
Framingham, MA 01702	Quincy, MA 02169-9126
Email: cpetrini@petrinilaw.com	Email: jflynn@mhtl.com

And to:

Arthur P. Robert, Director of Economic Development	Martha L. White, Town Administrator
Memorial Hall, 150 Concord Street	Natick Town Hall, 13 East Central Street
Framingham, MA 01702	Natick, MA 01760
Email: apr@framinghamma.gov	Email: mwhite@natickma.org

Each party shall have the right to change its address for purposes of receiving notice from time to time by giving the other party notice as herein provided. Separate copies of any notices issued pursuant to this section also shall be delivered or mailed to the Framingham's and Natick's Town Counsel at the addresses noted above, or such subsequent address(es) that may be provided in accordance with this section. Notice shall be deemed received on the date of hand delivery (with signed acknowledgement of receipt), the date of receipt of facsimile transmission, or the date noted on the return receipt in cases where notice was sent by certified mail, return receipt requested.

E. Severability. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be determined to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remainder of this AGREEMENT or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this AGREEMENT shall remain in full force and effect to the fullest extent permitted by law.

F. Venue, Jurisdiction and Choice of Law.

Any action at law or suit in equity instituted by either party as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction. The parties hereto agree that disputes arising under this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without respect to choice of law principles.

G. Voluntary Mediation. Prior to the commencement of a court action as permitted by Section F, the parties hereto shall have the right (but not the obligation) to attempt to resolve disputes by way of non-binding, voluntary mediation. If the parties agree to proceed with voluntary mediation to attempt to resolve a dispute, then the parties agree to work in good faith to promptly designate a mutually acceptable mediator, and schedule and hold the mediation as soon as reasonably practicable. The parties hereto agree to split equally the cost of mediation

and to bear their own attorney's fees incurred in preparing for and participating in such mediation. This provision shall not bar a party from initiating litigation where necessary to avoid expiration of an applicable statute of limitations.

H. Entire Agreement. The terms and provisions, together with all the attachments referenced herein, constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or Agreements, either oral or written, between the parties with respect to the subject matter hereof and thereof.

II. Operations Terms and Conditions

A. Issuance of Request for Proposals and Payment of the Successful Proposer

Framingham and Natick agree and understand that they shall cooperate in the issuance of the RFP described above and shall proceed with the development and advertising of the RFP as follows:

1. Framingham and Natick shall identify personnel who shall jointly produce the RFP and shall prepare the criteria for selecting the most advantageous proposal submitted by a responsive, responsible, and eligible bidder, as well as a rule for award.
2. Natick shall prepare and advertise the RFP and shall maintain records relating to the issuance of the RFP and responses to it. Framingham and Natick shall open and evaluate responses to the RFP and shall select a vendor jointly based on the evaluation criteria established in the RFP and in accordance with all applicable federal, state, and local laws, rules, and regulations, including, without limitation those addressing the procurement of any services outlined herein.

B. Communication between Natick and Framingham

1. Framingham and Natick mutually agree and understand that they will establish a reporting relationship and establish lines of communication among participating municipalities as follows:
 - a. The successful proposer shall use email and joint calls, whenever possible, to communicate with the project managers designated by each of the Towns.
 - b. If an immediate response is required and a phone call is necessary, the successful proposer shall first contact Natick, then Framingham. In this situation, the staff member who responded to the request is responsible for informing his/her counterpart in the other Town via email, with a copy to the successful proposer, within twenty-four (24) hours of the conversation and any decisions made.
 - c. Framingham and Natick will consider establishing a joint Steering Committee to advise the Towns on this process. If established, the Steering Committee shall be equally representative and made up of the following:
 - i. One (1) member of each Town's Board of Selectmen or a designee

- thereof;
- ii. One (1) member of each Town's Planning Board or a designee thereof;
- iii. Each Town's Director of Community & Economic Development; and
- iv. The President of the MetroWest Chamber of Commerce, or a designee thereof, in order to represent the businesses in this process.
- v. The Town Manager /Administrator from each Town

Possible Additional Members:

- i. One (1) additional member of each Town's Board of Selectmen or a designee thereof;
- ii. One (1) business owner in the Exit 13 Area;
- iii. One (1) property owner in the Exit 13 Area;
- iv. One (1) resident of the Exit 13 Area;

C. Payment of the Successful Proposer

1. Natick and Framingham agree that they shall share equally in the cost of any contract awarded to the successful proposer pursuant to the RFP and that the successful proposer shall be required to make duplicate applications for payment for work performed under the contract contemporaneously to Natick and Framingham.
2. Natick agrees to transfer the sum of Fifty Thousand Dollars and no cents (\$50,000.00), in mitigation fees paid to Natick in accordance with Planning Board decision number 22-12 (the "Planning Board Decision"). into a separate account to be used to satisfy Framingham's portion of this project. If Framingham's obligations under any contract awarded by the Town pursuant to the RFP exceed the sum of Fifty Thousand Dollars and no cents (\$50,000.00), Framingham will be responsible to pay such excess directly..
3. Natick and Framingham mutually agree that, upon receipt of any request for payment under any contract executed pursuant to the RFP, they shall promptly review all copies of invoices or applications for payment and confirm in writing to each other that work for which payment is requested is completed and satisfactory, according to the terms of any such contract.
4. Natick will act as fiscal agent for the project under any contract awarded pursuant to the RFP, and upon authorization from Framingham staff, will process Framingham invoices using the mitigation fund set aside from the Planning Board Decision.

D. Provisions for Financial Safeguards Required by G.L. c.40, §4A

1. Framingham and Natick mutually agree and understand that they shall:
 - a. maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
 - b. ensure that all officers or staff responsible are duly authorized to carry out the

terms and conditions of this Agreement;

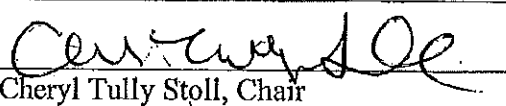
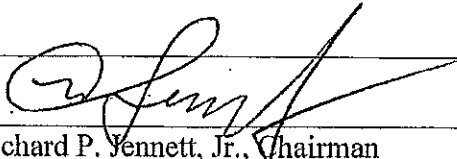

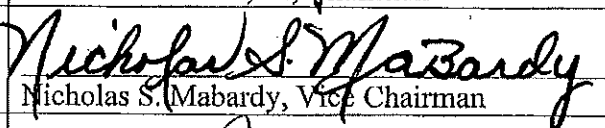
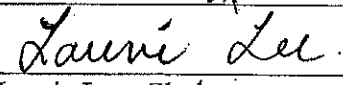
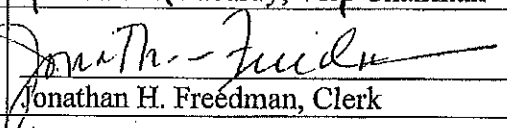
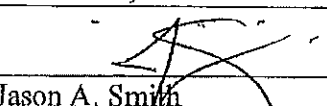
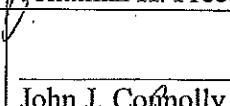
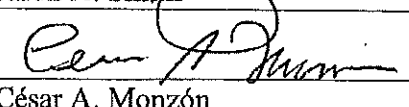
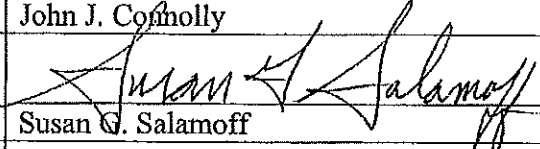
- c. provide information reasonably requested by one another to present a complete picture of the financial condition of the shared department, function or position; and
- d. otherwise fully comply with all other provisions of G.L. c.40, §4A, as applicable.

E. Additional Services

1. Framingham and Natick both retain the right to procure, under applicable law, additional services from the consultant in relation to this project under the following conditions:
 - a. The Town requesting additional services of the consultant will inform the other Town of work to be performed.
 - b. The Town requesting additional services of the consultant will enter into a separate contract with the consultant. The other Town shall have no obligation to pay the consultant for such additional services rendered.
 - c. The work performed under separate contract but related to this contract will not conflict with or interrupt in any way, the consultant's work under the contract identified in this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT under seal through their duly authorized representatives as of the day and year first above written.

TOWN OF FRAMINGHAM, MASSACHUSETTS BY THE FRAMINGHAM BOARD OF SELECTMEN	TOWN OF NATICK, MASSACHUSETTS BY THE NATICK BOARD OF SELECTMEN
 Cheryl Tully Stoll, Chair	 Richard P. Jennett, Jr., Chairman
 Charles J. Sisitsky, Vice Chair	 Nicholas S. Mabardy, Vice Chairman
 Laurie Lee, Clerk	 Jonathan H. Freedman, Clerk
 Jason A. Smith	 John J. Conolly
 César A. Monzón	 Susan G. Salamoff
	August 22, 2016

Approved as to Form Only (and Not as to Substance):

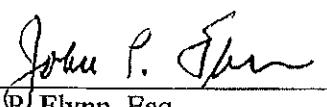
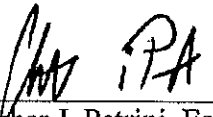






















	
John P. Flynn, Esq. Murphy, Hesse, Toomey & Lehane, LLP	Christopher J. Petrini, Esq. Framingham Town Counsel
Dated: August 25, 2016	Dated: August 30, 2016

EXHIBIT A LOCATION MAP

Exit 13 – Framingham and Natick Envisioning a New Golden Triangle

Exit 13
Framingham and Natick
Economic Development Study
April 2016

-  Study Area
-  Wetlands
-  Town Boundary
-  Exit 13
- Natick Zoning Districts**
 -  Regional Center Mixed Use Overlay (RCP)
 -  Highway Corridor Overlay (HC)
 -  Mall Center Overlay (MC)
 -  Regional Center Overlay (RC)
 -  Commercial Two (CII)
 -  Industrial One (I1)
 -  Industrial Two (I2)
 -  Highway Mixed Use - I (HM-I)
 -  Highway Mixed Use - II (HM-II)
 -  Highway Mixed Use - III (HM-III)
 -  Residential-Single A (RSA)
- Framingham Zoning Districts**
 -  Business (B)
 -  General Residence (G)
 -  General Manufacturing (M)
 -  Light Manufacturing (M-1)
 -  Office & Professional (P)
 -  Single Residence (R-1)
 -  Regional Center Overlay

0 0.125 0.25 0.5 Miles

Prepared by Town of Framingham
Community & Economic Development Division

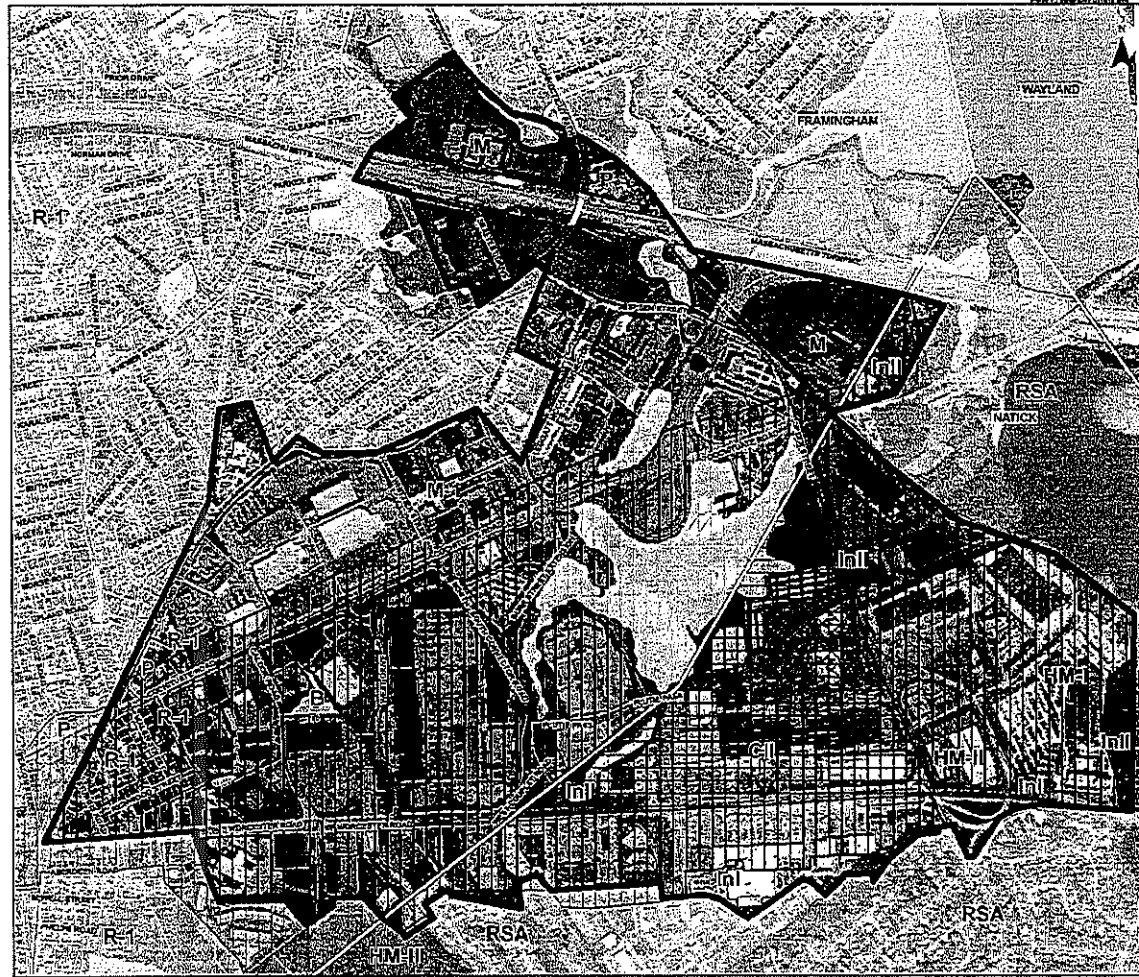


EXHIBIT B SCOPE OF WORK

Exit 13 – Framingham and Natick Envisioning a New Golden Triangle

Background:

The Golden Triangle District (District) is a critical economic engine for the Towns of Framingham and Natick. Located strategically off Exit 13 of the Massachusetts Turnpike (I-90), the district is a regional hub for businesses, shoppers, and travelers. The District is home to a dynamic mix of mature companies and emerging startups, including the TJX Companies, Meditech, IDG, Heartware, and The MathWorks. The area is also known as New England's premier retail shopping center defined by Route 9, Route 30, and Speen Street, home to many leading retailers housed at Shoppers World, the Natick Mall, and other shopping plazas. Finally, while the district is largely auto-oriented, the area is starting to accommodate multiple transit options, with the recently expanded MassPort Logan Express facility, the inclusion of landscaped pedestrian paths throughout the area, and almost finalized Cochituate Rail Trail connecting the District to the historic Saxonville area of Framingham to the north (completed) and the Natick Center commuter rail station to the south (in planning phase).

However, the successful development of the area to date has created some significant challenges, including:

- Serious traffic delays, especially at the Route 30/Speen Street intersection, and the Route 9 corridor;
- Linear and disconnected development patterns that add to traffic delays;
- Lack of realistic transportation/mobility alternatives to car-based transit;
- Underutilized land and parcels;
- Properties that straddle town lines and are split zoned; and
- Current zoning which may preclude sustainable development patterns which foster transportation and mobility options, economic growth, and resiliency.

In 2014, MassDOT began to take initial steps to address traffic congestion in the area. That same year, the Metropolitan Planning Organization (MPO) developed a number of alternative designs to improve traffic flow in the Route 30/Speen Street area. In order to better assess the feasibility of any option, MassDOT needs to understand potential future traffic demand in the area. To provide this demand estimate, the Towns of Framingham and Natick seek to examine and understand the area's future development potential. This opportunity offers the two towns a chance to reexamine the vision of the District, future development, and mobility options of the area.

To address MassDOT's need to understand and proactively plan for the future traffic and land use demands of the area, the Towns of Framingham and Natick jointly seek the creation of a separate plan which will precede MassDOT's planning efforts. This process and planning document must incorporate a robust research and public engagement effort, seeking to build consensus around a shared vision for the area, culminating in the creation of an updated the District land use, zoning, and transportation/mobility plan.

The opportunity to continue and encourage the dynamic evolution of the district into a mixed-use hub of commerce, with the inclusion of multi-modal transportation accommodations, is crucial to the future of the District. All the while, safe and efficient access to Exit 13 on I-90 is essential to the Towns' and region's growth.

Project Components:

This project is intended to provide the Towns of Framingham and Natick with a clear and achievable future vision for the District, with specific focus on the Route 30 and Speen Street corridors, as well as access to and from Exit 13 of the Massachusetts Turnpike (I-90). To establish the vision, the Towns anticipate the need to complete an existing conditions and market analysis, followed by a robust engagement process with district stakeholders, community leaders, and the general population of both communities.

In developing a future vision for the District, alternative development scenarios (up to three) should be analyzed from a land use, economic, traffic generation, and environmental impact perspective. The development scenarios should integrate alternative transportation options to the extent feasible, and may analyze the full build out potential of the scenarios as compared to the full build out potential of the district under present land use controls (baseline). Visualization tools, supporting each development scenario, may also be used to further inform the discussion and vision creation process.

The end vision will lead to a recommended implementation/action plan, inclusive of a set of clearly defined action steps for each community, anticipated traffic generation data based on a final shared vision, and recommended infrastructure investments necessary to improve the mobility of all users throughout the District. For discussion purposes, the following are the anticipated components of the project:

PHASE 1: EXISTING CONDITIONS ANALYSIS and GENERAL PLANNING RECOMMENDATIONS

- Existing Conditions/Baseline Analysis
 - Commercial, retail, and residential development
 - Infrastructure capacity, including water, sewer, storm water, power, tel-data, and wireless. Analysis of existing infrastructure should also include reliability and location issues, including the necessity of relocating wires underground.
 - Traffic and mobility baseline data including pedestrian, bicycle, and other non-motorized access.
- General Planning Recommendations derived from the Baseline Analysis
- Coordination with state agency stakeholders including MassDOT, the MPO, and Central Transportation Planning Staff (CTPS), Metropolitan Area Planning Council (MAPC) and MassPort (Logan Express)

PHASE 2: BUILD-OUT ANALYSIS – LONG TERM VISION

- Establishment of Future Vision, including:
 - Baseline “do nothing” scenario
 - Alternative scenarios analysis based on general planning recommendations from Phase 1.
 - Land use and build out analysis
 - Transportation and mobility analysis

PHASE 2A: ADD-ON – PUBLIC VISIONING PROCESS

Organize and conduct a comprehensive public visioning process to engage all stakeholders in identifying problems and proposing solutions. Stakeholders in this area include major landowners and key industry tenants, small and medium-sized business owners, residents, retail patrons, MassDOT, and MassPORT (Logan Express). Also, this process should include physical meetings as well as on-line engagement methods.

PHASE 3: ACTION PLANS

Creation of an implementation/action plan for each community and the District (including recommended zoning and policy changes, infrastructure investments, etc.). To provide further guidance, the following are some of the primary questions the communities seek to answer:

- **What should be the vision of the District?** The vision must reflect market analysis, urban design, and stakeholder input, including opportunities for office, retail, residential, and other development forms. In more detail, however, what type and size should the commercial uses be? What is the highest and best use of the various parcels in the district? Where do new development opportunities exist, such as underutilized parcels? What levels of density and height can each parcel and/or town support? What do nearby neighborhoods and residents want? How should the district look and feel?
- **What infrastructure improvements are necessary to support the vision?** Is the infrastructure adequate for the district’s future development? What are the site constraints including brownfields, wetlands, protected open space, adjacent residential, etc. that may impact infrastructure improvements or development? How can the district be improved to promote walkability, bike-ability, and scale, as well as connect the commercial district more clearly to neighborhoods, amenities, and area transportation options? Are there immediate and low-costs interventions that can be implemented quickly to ameliorate undesirable conditions or achieve the development vision?
- **How do we get there?** What recommendations for rezoning and/or zoning overlays will help each town achieve the vision identified? What are the recommendations for infrastructure (roadway, utilities, technology, etc.) or other public investments for the towns to consider in order to achieve the development vision? Are there tax or other economic incentives that the Town can access at the State level or implement on its own that will encourage the vision?
- **With the implementation of the vision through zoning and land use changes, what is the expected incremental traffic demand, assuming full build out under proposed**

zoning revisions in the Route 30/Spenn Street area? This information will help MassDOT assess the adequacy of Spenn Street/Route 30 improvement options to support the shared development vision.

- **What is the expected tax and economic benefit from the proposed vision?** What can each community anticipate with regards to revenues, costs, jobs and other beneficial and negative impacts from the project? What public improvements or mitigation measures should be tied to new development and infrastructure improvements?

Deliverables:

The Towns jointly seek a work plan and an implementation/action plan reflecting a robust research and public engagement effort, addressing and including the elements as outlined herein. These include, but are not limited to:

PHASE 1: EXISTING CONDITIONS ANALYSIS and GENERAL PLANNING RECOMMENDATIONS

- Existing conditions analysis
- General planning recommendations for the area

PHASE 2: BUILD-OUT ANALYSIS – LONG TERM VISION

- Quantitative assumptions for build out capacity
- Two to three Alternative Full-Build Scenarios
- Final Build-out Scenario & Final Quantitative assumptions including:
 - Total square footage based on use type
 - Land coverage
 - Expected residential, employee, and visitor populations

PHASE 2A: ADD-ON – PUBLIC VISIONING PROCESS

- Community outreach process
- Documentation of process and vision and integration into Phase 2 and Phase 3 Deliverables

PHASE 3: ACTION PLANS

- Implementation/action plan for each community
- Traffic generation analysis and mobility plan

In addition to the above report(s), supplemental materials may also be required. These include a work plan defining a clear and realistic path for each town to identify the unique needs and efforts necessary to reach agreement on a shared development vision. The work plan will describe project execution, identify key milestones, and identify timing for critical components of the effort.

Estimated Timeline:

- Issue RFP July 2016
- Responses Due August 2016
- Interviews & Vendor Selection August 2016
- Final Report March 2017

Projected Contract Value: Phase 1 and Phase 2: Not to exceed \$100,000 for both combined. Phase 2a and Phase 3: Please submit separate cost proposal for each. They will proceed pending funding.

Project Oversight: The project will be funded jointly by the Towns of Natick and Framingham. Contract management will be governed by an intermunicipal agreement.

THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION – HIGHWAY DIVISION
NOTICE OF A PUBLIC HEARING
Project File No. 605313

A Design Public Hearing will be held by MassDOT to discuss the proposed Route 27 over Route 9 bridge replacement project in Natick, MA.

**WHERE: Natick Town Hall
Select Board Conference Rm, 2nd FL
13 E. Central Street
Natick, MA 01760**

WHEN: Thursday, June 8, 2017 @ 7:00 PM

PURPOSE: The purpose of this hearing is to provide the public with the opportunity to become fully acquainted with the proposed bridge replacement project. All views and comments made at the hearing will be reviewed and considered to the maximum extent possible.

PROPOSAL: The project includes improvements to the interchange of Route 9 and Route 27. The existing three quadrant cloverleaf interchange will be modified to provide a partial cloverleaf configuration with auxiliary lanes on both eastbound and westbound Route 9. The existing Route 27 bridge will be replaced with a new structure and will be widened to provide four travel lanes. The work also includes new traffic signals and drainage improvements. The project includes new sidewalks and minimum 5' bicycle accommodating shoulders on both Route 27 and 9.

A secure right-of-way is necessary for this project. Acquisitions in fee and permanent or temporary easements may be required. The Commonwealth of Massachusetts is responsible for acquiring all needed rights in private or public lands. MassDOT's policy concerning land acquisitions will be discussed at this hearing.

Written views received by MassDOT subsequent to the date of this notice and up to five (5) days prior to the date of the hearing shall be displayed for public inspection and copying at the time and date listed above. Plans will be on display one-half hour before the hearing begins, with an engineer in attendance to answer questions regarding this project. A project handout will be made available on the MassDOT website listed below.

Written statements and other exhibits in place of, or in addition to, oral statements made at the Public Hearing regarding the proposed undertaking are to be submitted to Patricia A. Leavenworth, P.E., Chief Engineer, MassDOT, 10 Park Plaza, Boston, MA 02116, Attention: Roadway Project Management, Project File No. 605313. Such submissions will also be accepted at the hearing. Mailed statements and exhibits intended for inclusion in the public hearing transcript must be postmarked within ten (10) business days of this Public Hearing. Project inquiries may be emailed to dot.feedback.highway@state.ma.us

This location is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (including but not limited to interpreters in American Sign Language and languages other than English, open or closed captioning for videos, assistive listening devices and alternate material formats, such as audio tapes, Braille and large print), as available. For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), fax (857-368-0602), TTD/TTY (857-368-0603) or by email (MassDOT.CivilRights@dot.state.ma.us). Requests should be made as soon as possible prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten (10) business days before the meeting.

In case of inclement weather, hearing cancellation announcements will be posted on the internet at <http://www.massdot.state.ma.us/Highway/>

THOMAS J. TINLIN

PATRICIA A. LEAVENWORTH, P.E.



Patricia O'Neil <poneil@natickma.org>

Fwd: TIP

1 message

Josh Ostroff <jostroff@natickma.org>
To: poneil@natickma.org

Thu, May 25, 2017 at 6:03 PM

Trish, for correspondence.

BOS members:

At the May 25 meeting of the Boston MPO, federal and state construction funding for several Natick transportation projects was confirmed: the CRT for FFY 2018, and Route 27 from Natick Center to Wayland for FFY 2019. The 27/9 Project is in a separate category but is also expected to be programmed in the coming years.

Josh

Josh Ostroff
Chair, Cochituate Rail Trail Advisory Committee and Transportation Advisory Committee
Town of Natick
[508 654-3330](tel:5086543330)
jostroff@natickma.org

Begin forwarded message:

From: Jennifer Rowe <jrowe@ctps.org>
Subject: Fwd: TIP Comment from the Town of Natick
Date: May 25, 2017 at 5:53:34 PM EDT
To: Josh Ostroff <joshua@ostroff.net>

Hi, Josh,

A quick update: the MPO voted today to approve both the FFYs 2018–2022 TIP and Amendment Three to the FFYs 2017–2021 TIP.

We expect that the final document will be posted by June 9, along with responses to all comments.

Very best,
Jen

----- Forwarded message -----

From: **Jennifer Rowe** <jrowe@ctps.org>
Date: Tue, May 23, 2017 at 11:57 AM
Subject: Re: TIP Comment from the Town of Natick
To: joshua@ostroff.net

Dear Josh,

Thank you for sharing the Town of Natick's input on the MPO's FFY 2018–2022 Transportation Improvement Program (TIP).

We have transmitted this comment to MPO members, in advance of their May 25 vote on the final document. Additionally, all MPO meetings provide an opportunity for oral comments. If you or the Selectmen are able, I encourage you to attend. The timeline of upcoming meetings is below, and updates will be posted to the [TIP Development Webpage](#).

Please convey our gratitude to the Selectmen for their engagement in regional transportation planning.

Sincerely,
Jen

Jennifer Rowe

Manager — Public Participation Program

Central Transportation Planning Staff | [Boston Region MPO](#)

857.702.3687 | jrowe@ctps.org

KEY DATES IN TIP DEVELOPMENT

May

15 Milestone: Public review and comment period ends

18 Milestone: Public Review Comments

Summary of public review comments (pdf)

Full text of public review comments (pdf)

25 MPO Meeting: Endorse final FFYs 2018-22 TIP

SEE FULL TIMELINE